

Renewal Application - September 30, 2022



1. Overview



1.1. Basic Information

Please review the following questions below for accuracy. Please fill in "Current Enrollment" at the time of application submission.

Q1.Name of School

- Academia Antonia Alonso Charter School
- Other [Please Add Correct Info in the Comment]

Q2.Year School Opened

- 2014
- Other [Please Add Correct Info in the Comment]

Q3.Current Enrollment

- Please fill in "Current Enrollment" at the time of application submission.

718

Q4.Approved Enrollment

- 690
- Other [Please Add Correct Info in the Comment]

Applicant Comments :

Major Modification Approval 5/2/2022 authorized total approved enrollment at 912, phasing in grades 6, 7, and 8 over three years. As follows: **SY22-23 @ 690 (year 1), SY23-24 @ 793 (year 2), and finally SY 24-25 @ 912 (year 3)**

Q5.School Address

- 300 N. Wakefield Drive, Newark, DE, 19702
- Other [Please Add Correct Info in the Comment]

Q6.District(s) of Residence

- Christina School District
- Other [Please Add Correct Info in the Comment]

Q7.Website Address



- <https://academicharterschool.org/>
- Other [Please Add Correct Info in the Comment]

Q8.Name of School Leader

- Mercedes Alonso
- Other [Please Add Correct Info in the Comment]

Q9.School Leader Email

- Mercedes.Alonso@academia.k12.de.us
- Other [Please Add Correct Info in the Comment]

Q10.School Leader Phone Number

- (302) 351-8200
- Other [Please Add Correct Info in the Comment]

Q11.Name of Board President

- Dr. Maria Alonso
- Other [Please Add Correct Info in the Comment]

Q12.Board President Email

- Maria.Alonson@academia.k12.de.us
- Other [Please Add Correct Info in the Comment]

Q13.Mission Statement: To inspire children to become joyful, confident, creative, bilingual learners.

- Correct; this is our Mission Statement
- Other [Please Add Correct Info in the Comment]

1.2. Enrollment and Demographics

Q14.Please review the Enrollment & Demographic Information table (see Resources), complete the last column, and upload the revised document.


Upload Required File Type: excel Max File Size: 30 Total Files Count: 1

Applicant Comments :


Enrollment data for 9/30/22 (in uploaded table) is unofficial and Unit Count PLUS does not lock down until 11:30PM this evening. This data will remain unofficial until verified by DDOE in October.

Demographic data may not be accurately represented - just preliminary data in Cognos and is unofficial. 73 students new to La Academia (Most are KN) have not yet been tested for EL; hence EL percentage is under-reported in spreashedet. eSchoolPLUS does not collect Low Income data, so unavailable to us at this time.

Resources


Enrollment and Demographics.xlsx

Applicant Evidence :


Enrollment and Demographics-need ...

Uploaded on **9/30/2022** by **Deborah Rodenhouser**

Q15.



School Comments 2019-2020	The school was not required to provide a response to this information.
School Comments 2018-2019	The school was not required to provide a response to this information.
School Comments 2017-2018	The school was not required to provide a response to this information.

Schools are invited but not required to comment on any aspect of the demographic data above in section 1.2.

Our Charter approved enrollment for SY22/23 is 690. Our unofficial enrollment as of 9/30/22 - as referenced above - exceeds 690, however is still within the 5% allowable. We are encouraged not only by our reenrollment numbers but also by the renewed interest in our school now that we are phasing in middle school grades.

1.3. Approved Minor and Major Modifications

The table lists any approved minor and/or major modifications over the course of the school's current charter term.

Q16.

Date	Modification Requested	Outcome
12/31/2021	AAACS requests a major modification to change the school's location from 4403 Lancaster Pike, Building #26, Wilmington, Delaware to 300 N. Wakefield, Newark Delaware and expand the school's configuration to include grades 6-8 over a three-year phase in period beginning SY2022-2023 with the addition of 6 th grade	Approved May 2, 2022 (https://www.doek12.de.us/cms/lib/DE01922744/Centricity/Domain/396/Academia%20Antonia%20Alonso%20-%20Modification%20Approval%205.5.2022.pdf)

Schools are invited but not required to comment on any aspect of the modification data above in table 1.3.

Approval of Major Modification 5/2/2022 was approval without conditions.

1.4. Enrollment Trends

Q17. Please review the School Enrollment Trends table (see Resources), complete the last column ("Current Waitlist for 2022-23"), and upload the revised document.

Upload Required File Type: excel Max File Size: 30 Total Files Count: 1

Applicant Comments :


Waitlist data uploaded to Resource Table, as required.

We have no students on a wait list.


We are encouraged as our enrollment continues on a positive and encouraging trend.



Resources


AAA Enrollment Trends.xlsx

Applicant Evidence :


17-AAA Enrollment Trends-with Wait ...

Uploaded on 9/30/2022 by Deborah Rodenhouser

Q18.

DOE Summary:
Academia's enrollment has remained steady throughout the charter term. The school routinely meets or exceeds their authorized enrollment.

School Comments 2020-2021	La Academia continues to meet its authorized enrollment target.
School Comments 2019-2020	While there were many factors that impacted La Academia meeting its approved enrollment in SY20, but not increasing its enrollment of 603 from SY19, few were more important than leadership. Since stepping into her role in September 2018, La Academia's Director of Admissions has been a pivotal force behind the school's success in recruiting prospective families. Her hands-on approach works. Her vision, drive, passion and depth of program knowledge draws families in. In SY20, however, in the midst of the enrollment window, she went out on Paid Parental Leave. Managing the intermittent leave of such a high-profile individual in the organization, in the midst of Unit Count, was challenging to say the least but, despite the challenge, our actual enrollment of 595 students met the target measure for enrollment variance and remained in line with our projection - a testimony to her results-oriented mindset, planning ahead, and relentless commitment to the mission and vision of the school.
School Comments 2018-2019	La Academia continues to meet its authorized enrollment target.

Schools are invited but not required to comment on any aspect of the demographic data above in section 1.4.

We are encouraged not only by our unofficial reenrollment numbers, but also by the renewed interest in our school now that we are phasing in middle school grades. Our enrollment continues on a positive and encouraging trend.

1.5. Reenrollment Trends

Please review the following table with the school's reenrollment trends during the current term of the charter.

School Reenrollment Trends								
	2018-2019		2019-2020		2020-2021		2021-2022	
	Number of Students Reenrolled	Percentage of Students Reenrolled	Number of Students Reenrolled	Percentage of Students Reenrolled	Number of Students Reenrolled	Percentage of Students Reenrolled	Number of Students Reenrolled	Percentage of Students Reenrolled
	Count	%	Count	%	Count	%	Count	%
Total Total/Avg	409	82.79%	464	82.56%	454	89.37%	451	83.99%



DOE Summary:

La Academia's reenrollment rate has remained above 82% over the course of the past three years.

Q19.

<p>School Comments 2020-2021</p>	<p>In SY21, La Academia increased its retention rate by 8.24% from SY20. Despite this increase, however, every year La Academia experiences most of its attrition simply because it stops at grade 5. The school must consider that parents report that its current attrition rate is largely due to the fact that when their students graduate from the 5th grade, parents take their graduating students' siblings out of La Academia, too, in order to have all of their children in the one charter/district in which they enroll their rising sixth grader. In other words, enrollment in our K-5 program is significantly affected by the fact we don't have a Middle School (MS)-and parents, needing to secure a MS for their rising 6th grade students will pull younger siblings from AAACS so all their children attend one charter/district together and they don't have to have their students in two different schools. As such, in SY22 La Academia plans to minimize attrition for SY23 by submitting a Major Modification to the DDOE for grade expansion and change of location to support the school's enrollment picture and, therefore, its financial viability.</p>
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**School
Comments
2019-2020**

There are multiple factors that contribute to enrollment growth or decline in any school. At La Academia, we are thrilled to report that since SY18, the percentage of students re-enrolled has steadily increased year to year and across grades. We believe a number of factors contribute to this occurrence including, but not limited to, steady leadership since the fall of 2018, continued advancement in the quality of teaching and instruction, commitment to a balanced program- equal parts of academics to physical and social-emotional development, a culture where students, faculty and staff thrive, the sustained growth of parent involvement and the offering of a wide-range of extra-curricular activities- extending student learning to outside the classroom- just to name a few. Acknowledgement of these efforts were reflected in the following awards which La Academia was honored to receive during SY20: IDEA Awards (Innovation, Dedication, Education, Admiration) recognize the exemplary accomplishments of charter schools across the state of Delaware. In SY20, Academia Antonia Alonso Charter School was nominated for four IDEA awards and won two: *The Inches and Miles Award & The Cornerstone Award*. *Inches & Miles Award*: This award recognizes that academic growth is an important measure for student success. Although it is challenging, even for the NWEA, to define what is good growth, what this award represented for La Academia is a celebration of the steady growth and performance of its students, reflected in MAP scores over the years and in the Imagine Learning benchmark data in SY20. *Cornerstone Award*: This award recognizes an individual parent, or groups of parents, who demonstrates outstanding commitment and excellence in participation in a Delaware public charter school. In SY20, two parent volunteers at La Academia received this prestigious award for, in a myriad of ways, improving the quality of our students' academic experience, enriching our school culture, and demonstrating leadership, innovation and collaboration in creating La Academia's first, and only, PTO & Parent Booster Club. **Lt. Governor's Award for our Compassionate Schools Team** La Academia was also privileged to receive the Lt. Governor's award for our Compassionate Schools Team. This award is presented to a school for its commitment to the physical and social-emotional health and well-being of its students, faculty, staff, and community at large. The Compassionate Schools Team at La Academia introduced a number of initiatives in SY20 which culminated in winning this award including:

- [Start with Hello](#) -an important social and emotional learning program to introduce students to the power of connecting and helping one another.
- [Lunch Bunch](#) -to promote social skills, build self-esteem, and allow students to have fun and develop positive relationships with peers.
- **Biggest Loser Event** -to promote the physical health and well-being of La Academia's staff and faculty.
- [Anti-bullying Events](#) -In SY20, students participated in a social studies lesson in which they explored the concept of bullying, how they can prevent it, and what they should do if they think they, or someone they know, is being bullied. Evolution Karate Academy was invited to compliment the social studies lesson through karate demonstrations- instilling in our students the character building, morality and spirituality contained in the way of Karate.
- [Unity Day](#)- In October, La Academia celebrated Unity Day- a day in which people unite with acts of kindness, acceptance, and inclusion. On that day students, staff & faculty wore Orange and, at one point during the day, came together to form one giant ORANGE message of hope and support.
- [Grinch for Good Food Drive](#)- In December 2019, La Academia collected 300 cans of food to donate to our food pantry.
- [Adopt A Family](#)- An initiative in which our staff and faculty adopted 43 La Academia families and purchased items on their wish list for the winter holiday. elected students/families were identified as in need/ at risk by teachers and staff.

Reasons students enroll in different schools In SY20, the most common reasons for La Academia families choosing to enroll in different schools were student transience, deportation and, without a Middle School yet, siblings of graduating fifth graders moving with their graduating brother(s)/sister(s) to a K-8/K-12 school to keep parents from having students in multiple schools.



**School
Comments
2018-2019**

The actual number of re-enrolled students for the 2018-2019SY was 410, or 83% Total/Avg. This number reflects an additional 1st grade student that was inadvertently not counted in Unit Count because the "Do Not Include" indicator was not unselected. Each year, La Academia continues to show progress in student attrition (See Chart Below). The 2018- 2019SY enrollment numbers reflect the consistent demand for Kindergarten and First Grade admission at La Academia- with a slight decrease in the second & third grades. Why? In 2019, as we graduated our first fifth grade class, parents sought schools for their graduates with K-8 options and took 5th grade siblings with them v. having their children in two separate schools. To minimize attrition in lower grades moving forward, the Board has committed to submit a Major Charter Modification for the addition of a Middle School in December 2021. The addition of a middle school will be a major effort that will require careful planning and preparation by school leadership and the Board over the next two years. While we are saddened not to usher several of our current grades into the middle school years, La Academia is committed to continue to provide these students with a superior academic and social-emotional experience through their fifth-grade year with the clear intention to prepare them for their middle school experience wherever they choose to attend.

School Year	Total Average of Students Re-Enrolled
2015-2016	68.80%
2016-2017	70.90%
2017-2018	78.55%
2018-2019	83.00%

Describe the school's plans to monitor and minimize attrition rates. Provide information about why students are choosing to enroll in different schools.

Since SY2018-2019, the percentage of students re-enrolled at La Academia has steadily increased year-to-year and across grade levels - with a consistent demand for Kindergarten and First grade admission. Over the course of the charter term, nevertheless, the most common reasons for attrition have been student transience, deportation , parents homeschooling after COVID and, without a middle school, parents pulling siblings of graduating fifth graders to keep from having to transport their children to multiple schools. In January 2022, however, La Academia submitted a Major Modification requesting a grade expansion through eighth grade. In May 2022, the modification was approved without conditions and La Academia opened its first sixth grade in the fall of SY23.

SY22 is a baseline year for fifth grade retention. As predicted with the expansion, La Academia retained 86.7% of fifth (5th) graders and kept its retention rate for SY23 by an estimated 87% (please note official 9/30/22 was unavailable at the time of Renewal submission). Adding middle school grades has already begun to improve the school's enrollment picture and, with this, future financial and community stability.

Student attrition rates will continue to be monitored. Parents of exiting children will be interviewed to assess reasoning. Given the numerous communication venues with parents throughout the year, there will be many opportunities to hear and address parent concerns.

NOTE: SY22 represented the year with the most students moving out of state and leaving La Academia to be homeschooled.



2. Academic Performance

Delaware School Success Framework (DSSF)

Delaware operates under the belief that all schools benefit from continuous improvement – including those that receive exceeds expectations ratings – to best support all students. The Delaware School Success Framework (DSSF) (https://education.delaware.gov/wp-content/uploads/2020/02/dssf_one_pager_final.pdf) outlines the accountability standards by which all Delaware public schools are measured. This state- and school-level data helps identify each school's needs and determine how best to support students across the state.

DSSF measures the following areas to determine school success. This annual data is publicly available on the Delaware Report Card (<https://reportcard.doe.k12.de.us/>).

- Academic achievement – Proficiency for ELA and math (grades 3-8 and 11)
- Academic progress – Growth in ELA and math (grades 4-8); includes growth of the lowest and highest performing students in a school
- School quality/student success – On-track attendance (K-12), science proficiency (grades 5, 8 and biology), social studies proficiency (grades 4, 7 and 11), college/career preparedness (grades 9-12), and on-track in 9th grade
- Graduation rates – 4-year, 5-year and 6-year adjusted cohort graduation rates
- English language proficiency (ELP) – Progress toward English language proficiency (grades 1-12)

2.1. Delaware School Success Framework

Q20.Overall Academic Ratings Elementary (grades K-5)/Middle School (grades 6-8)

Indicator	2018-2019			2021-2022		
	Points	Points Earned	Percent Points	Points	Points Earned	Percent Points
Academic Achievement	150.00	24.00	16% Well Below Expectations	150.00	29	19%
Academic Progress	200.00	104.00	52% Approaching Expectations	50.00	3	6%
School Quality/Student Success	50.00	42.00	84% Exceeds Expectations	50.00	32	64%
Progress Toward English Language	50.00	37.00	74% Meets Expectations	50.00	32	64%
Overall	450.00	207.00	46% Well Below Expectations	300.00	96	32%



DOE Summary:

Due to COVID-19, all SY 19/20 and 20/21 assessment and accountability requirements were waived by the U.S. Department of Education. La Academia was well below expectations in SY18/19.

Based on the table above discuss the school's:

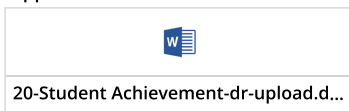
- overall academic achievement results,
- major challenges,
- and accomplishments

<p>School Comments 2020-2021</p>	<p>The school was not required to provide a response. Due to COVID-19, all SY 20/21 assessment and accountability requirements were waived by the U.S. Department of Education. In SY21, COVID-19 created unprecedented challenges and magnified already existing academic challenges for our Black, Brown, and low-income families. SY21 began with a REMOTE-ONLY option for students from September 7th through mid-October. After, families had the option to choose a Phase II hybrid learning model or continue with 100% remote instruction for their student. The hybrid instructional model provided students with two days of in-school instruction and three days of remote learning. This made life, and learning, disproportionately worse for our students/families of color/living in poverty. It affected children's learning and growth in critical developmental/social-emotional skills. Students were impacted by:</p> <ul style="list-style-type: none"> • less instructional time during the day- for both students in Hybrid and Remote Only options • technology infrastructure -families had little to no access to broadband internet and limited access to technology • health and safety concerns – students/families suffered from lack of proper nutrition. • families unable to meet their students' learning needs because of stresses such as job loss, loss of health care, lack of paid sick leave, lack of childcare, and the need to work on site in "essential" jobs that put them, and their families, at health risks • remote learning reinforced teaching and learning approaches that we know do not work well- asking students to sit passively and quietly, often muted because of background noise in their daycares/homes, listening to teachers for hours on a computer, clicking through presentations, sitting in front of televisions unsupervised while attending zoom classes etc.—was what students received and teachers experienced • teachers experiencing a strange new world - trying to deal with their individual lives while taking care of their kids and finding new ways to make sure student learning continued • students and teachers missing a minimum of 10 days of learning/teaching at a time due to quarantine/isolation <p>The long-term effects of SY21 are still unknown. There is much work to be done to help many students get back on track in math and reading, and the long-term ramifications of COVID-19 on student physical and social-emotional well-being—especially among underserved communities like ours—are still revealing themselves. *** See the attached annual report for 2020-2021 (chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://www.doe.k12.de.us/cms/lib/DE01922744/Centricity/domain/48/2020-21%20annual%20reports/AAA_Final%20Annual%20Report%202020_2021%202%209%2022.pdf) for the remainder of the response including data.</p>
<p>School Comments 2019-2020</p>	<p>The school was not required to provide a response. Due to COVID-19, all SY 20/21 assessment and accountability requirements were waived by the U.S. Department of Education. See the attached annual report for 2019-2020 (chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://www.doe.k12.de.us/cms/lib/DE01922744/Centricity/domain/368/annualreports/2019-20%20annual%20reports/AAA%20Annual%20Report%20Final%20Version%20SY%202019-2020_6%204%2021.pdf) for the school's comments</p>
<p>School Comments 2018-2019</p>	<p>See the attached annual report for 2018-2019 (chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://www.doe.k12.de.us/cms/lib/DE01922744/Centricity/domain/368/annualreports/Academia%20Annual%20Report%202018-19.pdf) for the school's comments.</p>

Answer to Question #20 uploaded to preserve formatting



Applicant Evidence :



Uploaded on **9/30/2022** by **Deborah Rodenhouser**

Q21. Performance Agreement Academic Performance Expectations Academia Antonia Alonso's 2016-17 overall academic ratings are: **Approaching Standard**

- Academic Achievement: Needs Improvement
- Growth: N/A
- On Track to Graduation: Exceeds Standard
- College and Career: N/A

By September 2022, our expectation is to achieve overall ratings of "Meets" or "Exceeds" standard as measured by the Delaware School Success Framework. Each year, we will show growth within our overall rating putting us on track to achieve our academic performance expectations. This progress will be monitored through our annual performance review.

DOE Summary:

Due to COVID-19, all SY 19/20 and SY 20/21 assessment and accountability requirements were waived by the U.S. Department of Education. Academia did not meet standard in 2018-2019.

[Discuss the school's academic performance based on its approved Performance Agreement \(see above\).](#)

**School
Comments
2020-2021**

The Agreement that by September 2022 La Academia will meet the expectation to achieve overall ratings of "Meets" or "Exceeds" standards as measured by the Delaware School Success Framework has been profoundly impacted by the effects of the pandemic. In SY21, La Academia remained committed and focused on addressing the learning loss created in the following ways:

- Strengthened our Tier 1 toolbox- prioritizing foundational skills, ensuring standards-based planning, and learning for grades K-5, and, providing a strong SEL curriculum that focused on students' fundamental needs for motivation, social connectedness, and self-regulation as prerequisites for learning.
- Continued partnership with Reading Assist (RA) for our most struggling readers in Tier 3. RA assessed early literacy and grade-level reading skills for students throughout the year. RA progress monitored students weekly and sent an independent evaluator three times during the school year. (NOTE: In our two years of partnership, we have typically seen positive results within four months of reading intervention, and more than 90% of our students have reached benchmarks by the end of the school year.)
- Continued use of the Imagine Learning Suite to support differentiated instruction for student's grades K-5 in English Language Arts and expansion of the IL Suite to include Spanish Language Arts, and Math in SY21.
- In the summer of SY20, La Academia began a move toward Mastery Based Learning (MBL). The initiative continued into SY21 with a projected implementation beginning with Kindergarten in SY23. MBL will continue in a progressive roll-out throughout the elementary grades for the next several years. Implemented a K-5 Spanish Proficiency Report Card with target proficiency goals for each grade in the areas of listening, speaking, reading, and writing.
- Continued Kagan structures on Zoom, and in-person, to promote student engagement, teach grade level content and support language development in the classroom.


• Continued focus on involving families-increasing frequency of Parent University meetings, Coffees with the Executive Directors, Bi-weekly Informational Videos to empower parents through information giving and receiving feedback to improve systems, processes and structures throughout SY21's Remote ONLY/Hybrid learning phases.



<p>School Comments 2019-2020</p>	<p>In SY19, Academia Antonia Alonso was rated Well Below Expectations in the area of academic achievement- according to Smarter Balanced (SB) scores. Our scores in Reading decreased from 23% in SY18 to 16% proficiency in ELA in SY19. In Academic Progress, our percentage also decreased from 71% to 52%. On the other hand, we still met expectations in Progress Toward English Language Proficiency with 74%. Again, we believe, the lack of stable leadership - with the transition to its 7th leader at the start of SY19 - greatly impacted these results. SY19 was fraught with competing needs ranging from improving organizational effectiveness to hiring, from professional development to truancy - just to name a few. With the 2020 pandemic La Academia, and schools around the world, are certainly concerned with learning loss and how it will affect student achievement in SY21- no question. La Academia's leadership will continue, however, to focus on building capacity- i.e. focus on initiatives to improve and strengthen responsive classroom and core teaching practices, strengthening the organizational and learning climate, engaging students and parents, and increase community involvement. See the annual report for 2019-2020 (chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://www.doe.k12.de.us/cms/lib/DE01922744/Centricity/domain/368/annualreports/2019-20%20annual%20reports/AAA%20Annual%20Report%20Final%20Version%20SY%202019-2020_6%204%2021.pdf) for the school's comments</p>
<p>School Comments 2018-2019</p>	<p>See the annual report for 2018-2019 (chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://www.doe.k12.de.us/cms/lib/DE01922744/Centricity/domain/368/annualreports/Academia%20Annual%20Report%202018-19.pdf) for the school's comments.</p>

Answer uploaded Word doc to preserve formatting

Applicant Evidence :



21-Academic Perf based upon Agree...

Uploaded on **9/24/2022** by **Deborah Rodenhouser**

2.2. Academic Achievement

Metric	2018-2019			2021-2022		
	Value	Points	Points Earned	Value	Points	Points Earned
Proficiency – ELA	21.81%	75	16	25.47%	75	19
Proficiency – Math	11.03%	75	8	13.01%	75	10

DOE Summary:

Due to COVID-19, all SY 19/20 and SY 20/21 assessment and accountability requirements were waived by the U.S. Department of Education. Academia was well below expectations in 2018-2019.

Q22. Academic Achievement ratings over the course of the charter term



School Comments 2020-2021	<i>The school was not required to provide a response. Due to COVID-19, all SY 20/21 assessment and accountability requirements were waived by the U.S. Department of Education.</i>
School Comments 2019-2020	<i>The school was not required to provide a response. Due to COVID-19, all SY 19/20 assessment and accountability requirements were waived by the U.S. Department of Education.</i>
School Comments 2018-2019	See the annual report for 2018-2019 (chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://www.doe.k12.de.us/cms/lib/DE01922744/Centricity/domain/368/annualreports/Academia%20Annual%20Report%202018-19.pdf) for the school's comments.

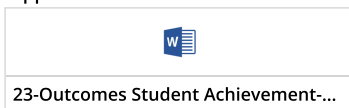
DSSF ratings have not been provided since SY18/19. As a result, we have no ratings with which to compare year-to-year. We continue, however, to rely on internal school assessments (MAP, Imagine Learning Platforms, WIDA, and other assessments as they relate to the MTSS process.) to track student growth and remain very encouraged regarding progress made over the charter term.

Q23. Expected outcomes for Academic Achievement

School Comments 2020-2021	<i>The school was not required to provide a response. Due to COVID-19, all SY 20/21 assessment and accountability requirements were waived by the U.S. Department of Education.</i>
School Comments 2019-2020	<i>The school was not required to provide a response. Due to COVID-19, all SY 19/20 assessment and accountability requirements were waived by the U.S. Department of Education.</i>
School Comments 2018-2019	See the annual report for 2018-2019 (chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://www.doe.k12.de.us/cms/lib/DE01922744/Centricity/domain/368/annualreports/Academia%20Annual%20Report%202018-19.pdf) for the school's comments.

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Applicant Evidence :



Uploaded on **9/24/2022** by **Deborah Rodenhouser**

Q24. Progress measures to track expected Academic Achievement outcomes

School Comments 2020-2021	<i>The school was not required to provide a response. Due to COVID-19, all SY 20/21 assessment and accountability requirements were waived by the U.S. Department of Education.</i>
School Comments 2019-2020	<i>The school was not required to provide a response. Due to COVID-19, all SY 19/20 assessment and accountability requirements were waived by the U.S. Department of Education.</i>
School Comments 2018-2019	See the annual report for 2018-2019 (chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://www.doe.k12.de.us/cms/lib/DE01922744/Centricity/domain/368/annualreports/Academia%20Annual%20Report%202018-19.pdf) for the school's comments.

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Applicant Evidence :

24-Progress measures-Outcomes-upl...

Uploaded on **9/24/2022** by **Deborah Rodenhouser**

Q25. The table above lists the school's available Academic Achievement ratings. Respond to the following questions. a. Based on the school's Academic Achievement ratings over the course of the charter term, discuss the school's current performance and provide explanations/root causes (positive and negative) for the results.

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Applicant Evidence :

25-Performance-Explanations-Root C...

Uploaded on **9/24/2022** by **Deborah Rodenhouser**

Q26.b. Looking ahead, what are the school's expected outcomes for Academic Achievement and what steps will the school take to achieve them?

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Applicant Evidence :

26-Expected future outcomes-upload...

Uploaded on **9/25/2022** by **Deborah Rodenhouser**

Q27.c. Describe how the school will measure progress to determine whether the school is on track to meet the school's expected Academic Achievement outcomes.

AAACS will measure progress toward achievement outcomes in multiple ways:

- Teachers receive Imagine Learning Data Reports in Math and ELA on a weekly basis. Student reports include an accurate measure of each student's growth based on student performance on the Imagine Learning platforms in which students engage daily. The data identifies areas of needed remediation and provides the teacher with an individualized performance/instructional grade level for each student. Imagine Learning reports are continuously monitored.
- La Academia will continue to provide professional development in this resource to support to student growth towards proficiency.
- Revisions to our master schedule in SY23 have also allowed for extended periods of math for all students in grades K-5 so that high quality small group/whole group instruction may occur in both (ELA and Math). Intervention schedules are made on a rotating basis (every 6-8 weeks) to allow for ample time for remediation and ensure any additional supports that students require are provided for them to be successful, close gaps, and move students closer to achieving proficiency in ELA and Math.

2.3. Academic Progress

Metric	2018-2019			2021-2022		
	Value	Points	Points Earned	Value	Points	Points Earned
Proficiency - Science	N/A	N/A	N/A	4.33%	25	1.00
Proficiency - Social Studies	N/A	N/A	N/A	9.35%	25	2.00



Metric	2018-2019			2021-2022		
	Value	Points	Points Earned	Value	Points	Points Earned
Growth - ELA	56.30%	75	42.00	N/A	N/A	N/A
Growth - Math	49.00%	75	37.00	N/A	N/A	N/A
Growth of Highest Quartile - ELA	52.97%	12.5	7.00	N/A	N/A	N/A
Growth of Highest Quartile - Math	35.88%	12.5	4.00	N/A	N/A	N/A
Growth of Lowest Quartile - ELA	59.67%	12.5	7.00	N/A	N/A	N/A
Growth of Lowest Quartile - Math	57.33%	12.5	7.00	N/A	N/A	N/A

DOE Summary:

Due to COVID-19, all SY 20/21 and 21/22 assessment and accountability requirements were waived by the U.S. Department of Education. Academia was approaching expectations in this area in 2018/2019.

Q28. School's Academic Progress ratings for all students over the course of the charter term

School Comments 2020-2021	<i>The school was not required to provide a response. Due to COVID-19, all SY 20/21 assessment and accountability requirements were waived by the U.S. Department of Education.</i>
School Comments 2019-2020	<i>The school was not required to provide a response. Due to COVID-19, all SY 19/20 assessment and accountability requirements were waived by the U.S. Department of Education.</i>
School Comments 2018-2019	See the annual report for 2018-2019 (chrome-extension://efaidnbnmnnibpcajpcglcfindmkaj/https://www.doe.k12.de.us/cms/lib/DE01922744/Centricity/domain/368/annualreports/Academia%20Annual%20Report%202018-19.pdf) for the school's comments.

DSSF ratings have not been provided since SY18/19. As a result, we have no ratings with which to compare year-to-year. We continue, however, to rely on internal school assessments (MAP, Imagine Learning, WIDA, and other measures through the MTSS process) to track student growth, and we remain very encouraged regarding progress our students have made over the charter term. Please see question 24 for details regarding data for measuring internal data.



Q29. Expected outcomes for Academic Progress for all students

School Comments 2020-2021	<i>The school was not required to provide a response. Due to COVID-19, all SY 19/20 assessment and accountability requirements were waived by the U.S. Department of Education.</i>
School Comments 2019-2020	<i>The school was not required to provide a response. Due to COVID-19, all SY 19/20 assessment and accountability requirements were waived by the U.S. Department of Education.</i>
School Comments 2018-2019	See the annual report for 2018-2019 (chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://www.doe.k12.de.us/cms/lib/DE01922744/Centricity/domain/368/annualreports/Academia%20Annual%20Report%202018-19.pdf) for the school's comments.

Expected outcomes over the last charter term were impacted by a change in school leadership, having acquired the school's seventh leader since opening in SY15, and the COVID pandemic.

Positive outcomes emerged beginning in SY18 with leadership stability, curricular shifts to Wonders/Maravillas, Mis Matematicas, and Imagine Learning Platforms, and a more robust school culture and climate. Data reflective to each is referenced throughout the application.

Q30. Progress measures to track Academic Progress for all students

School Comments 2020-2021	<i>The school was not required to provide a response. Due to COVID-19, all SY 20/21 assessment and accountability requirements were waived by the U.S. Department of Education.</i>
School Comments 2019-2020	<i>The school was not required to provide a response. Due to COVID-19, all SY 19/20 assessment and accountability requirements were waived by the U.S. Department of Education.</i>
School Comments 2018-2019	See the annual report for 2018-2019 (chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://www.doe.k12.de.us/cms/lib/DE01922744/Centricity/domain/368/annualreports/Academia%20Annual%20Report%202018-19.pdf) for the school's comments.

La Academia will continue to use the following internal measures to track Academic Progress for all students:

1. Measure of Academic Progress (MAP) in Math and ELA,
2. Imagine Learning benchmarks and weekly reports in Language and Literacy, Español, and Math,
3. Smarter Balanced Interim Assessments (IAB's & ICA's),
4. Formative and Summative assessments,
5. Diagnostic assessments such as Bookworms Differentiated Instruction, Reading Assist for Primary Students, 95% Group (PASI & PSI), System 44, and,
6. Aleks - Aleks is the adaptive, online math technology designed to pinpoint what each student knows, does not know – and most importantly – what each student is ready to learn. Aleks will be the middle school equivalent to La Academia's Imagine Learning Math for our elementary grades.

Q31. The table above lists the school's available Academic Progress ratings. Respond to the following questions.

a. Based on the school's Academic Progress ratings for all students over the course of the charter term, discuss the school's current performance and provide at least three explanations/root causes (positive and negative) for the results. (Note: We invite the school to provide information about all students including those below, at and above proficiency.)

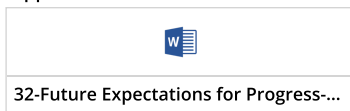
DSSF ratings have not been provided since SY18/19. As a result, we have no ratings with which to compare year-to-year. We continue, however, to rely on internal school assessments (MAP, Imagine Learning, WIDA, and other measures through MTSS) to track student growth, and we remain very encouraged regarding progress made over the charter term. For explanations/root causes (positive and negative) please see question #25.



Q32.b. Looking ahead, what are the school's expected outcomes for Academic Progress for all students and what steps will the school take to achieve them?

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Applicant Evidence :



32-Future Expectations for Progress...

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Q33.c. Describe how the school will measure progress to determine whether the school is on track to meet expected Academic Progress outcomes for all students.

Progress will be measured regularly using internal assessments and SBAC scores.

2.4. School Quality/ Student Success

Metric	2018-2019			2021-2022		
	Value	Points	Points Earned	Value	Points	Points Earned
On-Track Attendance	84.15%	50	42.00	64.34%	50	32
Proficiency - Science	N/A	N/A	N/A	N/A	N/A	N/A
Proficiency - Social Studies	N/A	N/A	N/A	N/A	N/A	N/A

DOE Summary:

Due to COVID-19, all SY19/20 and 20/21 assessment and accountability requirements were waived by the U.S. Department of Education. Academia exceeded standard in this area in 2018-2019.

Q34.School's School Quality/ Student Success ratings over the course of charter term

School Comments 2020-2021	<i>The school was not required to provide a response. Due to COVID-19, all SY 20/21 assessment and accountability requirements were waived by the U.S. Department of Education.</i>
School Comments 2019-2020	<i>The school was not required to provide a response. Due to COVID-19, all SY 19/20 assessment and accountability requirements were waived by the U.S. Department of Education.</i>



School Comments 2018-2019	See the annual report for 2018-2019 (chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://www.doe.k12.de.us/cms/lib/DE01922744/Centricity/domain/368/annualreports/Academia%20Annual%20Report%202018-19.pdf) for the school's comments.
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School Attendance

La Academia exceeded standard this area in SY19. From SY20 to SY21, due to COVID-19, absenteeism was largely due to students being placed in quarantine for 10, sometimes up to 20 days – depending on the onset of symptoms. In SY22, La Academia was on track in attendance (78.98% attendance rate).

Science and Social Studies

DSSF ratings have not been provided since SY18/19. As a result, we have no ratings with which to compare year-to-year, however, we have data for our students in regard to proficiency in Social Studies and Science.

Due to COVID-19 and its impact on student learning for the past 2 and a half years, there was a decrease in levels of proficiency and participation in the Smarter Balanced, Science and Social Studies assessments. For the next charter term, La Academia's expected outcomes regarding proficiency and growth to proficiency in Social Studies and Science is an increment of 4% each year in both content areas.

Q35.Expected outcomes for School Quality/ Student Success

School Comments 2020-2021	<i>The school was not required to provide a response. Due to COVID-19, all SY 20/21 assessment and accountability requirements were waived by the U.S. Department of Education.</i>
School Comments 2019-2020	<i>The school was not required to provide a response. Due to COVID-19, all SY 19/20 assessment and accountability requirements were waived by the U.S. Department of Education.</i>
School Comments 2018-2019	See the annual report for 2018-2019 (chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://www.doe.k12.de.us/cms/lib/DE01922744/Centricity/domain/368/annualreports/Academia%20Annual%20Report%202018-19.pdf) for the school's comments.

School Attendance

Students achieve academic success through consistent attendance, engagement in daily coursework, and on-going communication with teachers. Last year with the pandemic we incorporated multiple strategies to make sure students were able to engage daily with their academic work – to the greatest extent possible. These efforts will continue as we move forward with our goal to increase La Academia's attendance to achieve a 95% attendance rate.

To that end, in SY23 we will continue providing support to students with COVID-19 symptoms/who get quarantined. Teachers are also required to communicate with parents every day a student is absent. We will provide the support needed in a timely manner and carefully monitor daily attendance in eSchool every day.

Science and Social Studies

DSSF ratings have not been provided since SY18/19. As a result, we have no ratings with which to compare year-to-year, however, we have data for our students in regards to proficiency in Social Studies and Science.

Due to COVID-19 and its impact on student learning for the past 2 and a half years, there was a decrease in levels of proficiency and participation in the Smarter Balanced, Science and Social Studies assessments. For the next charter term, La Academia's expected outcomes regarding proficiency and growth to proficiency in Social Studies and Science is an increment of 4% each year in both content areas.

Q36.Progress measures to track School Quality/ Student Success

School Comments 2020-2021	<i>The school was not required to provide a response. Due to COVID-19, all SY 20/21 assessment and accountability requirements were waived by the U.S. Department of Education.</i>
School Comments 2019-2020	<i>The school was not required to provide a response. Due to COVID-19, all SY 19/20 assessment and accountability requirements were waived by the U.S. Department of Education.</i>
School Comments 2018-2019	See the annual report for 2018-2019 (chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://www.doe.k12.de.us/cms/lib/DE01922744/Centricity/domain/368/annualreports/Academia%20Annual%20Report%202018-19.pdf) for the school's comments.



School Attendance

It is important to clarify the difference between On Track Attendance data and Average Daily Attendance data - previously used in the state's School Profile Data until a few years ago. On Track Attendance raises the bar for school attendance reporting by narrowing the criteria to students missing less than 10% of school days. Previously, attendance data was based on Average Daily Attendance (ADA), regardless of the number of days a student is absent from school during the current school year. Certainly, there are advantages and disadvantages to each approach.

At the school level, we are unable to monitor on-track attendance during the school year as this calculation may only be accomplished at the end of the school year when each student's annual attendance may be viewed. During the school year, we use the Average Daily Attendance ADA in eSchoolPLUS to monitor daily attendance and identify attendance trends with students that need to be addressed.

We continue to work diligently on improving our ADA to better align with the on-track attendance the Department uses to populate the annual report card for each school. We anticipate continued growth in this area by encouraging regular student daily attendance using the following strategies:

- Ensuring a broad range of regular communications with parents regarding the importance of attendance/school attendance policies,
- Establishing proactive, on-time school attendance rewards programs and incentives for students, and,
- Applying multiple early intervention strategies using integrated data sources to identify students and families who require more intense intervention efforts.

While these strategies fall within the range of our control, many of the root causes for our attendance rate, however, do not. Much of our absenteeism at La Academia is the result of parent/student health problems - not just truancy. Illness and lack of access to healthcare for our low income/ Hispanic/ African American families contribute to a whole lot of missed days for our students. Parent and child illness, whether mental or physical, make it hard for a large percentage of our students to get to school every day.

Science and Social Studies

La Academia will measure progress in proficiency and growth to proficiency through:

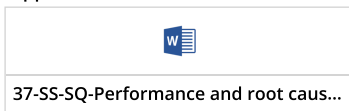
- Curriculum based unit assessments
- Interim assessments
- Science Smarter Balanced Scores
- Social Studies Smarter Balanced Scores

Q37. **The table above lists the school's available School Quality/ Student Success ratings. Respond to the following questions.**

a. Based on the school's School Quality/ Student Success ratings for all students over the course of the charter term, discuss the school's current performance and provide at least three explanations/root causes (positive and negative) for the results. (Note: We invite the school to provide information about all students including those below, at and above proficiency.)

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Applicant Evidence :



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Q38.b. **Looking ahead, what are the school's expected outcomes for School Quality/ Student Success for all students and what steps will the school take to achieve them?**

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Applicant Evidence :



Uploaded on **9/29/2022** by **Deborah Rodenhouser**

Q39.c. **Describe how the school will measure progress to determine whether the school is on track to meet expected School Quality/ Student Success outcomes for all students.**



School Attendance

We will continue to monitor our school's daily attendance to ensure every student in school is accounted for and absence concerns are addressed as quickly as possible. Our Visiting Teacher plays a significant role in monitoring the attendance of students with frequent absences and implementing strategies to work intensively with parents through phone calls, home visits, and – if needed – Truancy Court.

Science and Social Studies

To determine whether La Academia is on track to meet expected Student Success outcomes for all students, progress will be measured by:

- Formative, summative, and interim assessments that support student growth and inform instruction
- Curriculum based assessments

2.5. Progress toward English language proficiency (ELP) * new

Beginning in the 2017-2018 school year, every school was measured on student “Progress toward English language proficiency (ELP)” This metric is an index calculation that measures the percentage of all current ELs who make annual progress toward ELP as measured by the statewide ELP assessment. ELP is defined as scoring a PL of 5.0 on the statewide ELP assessment. Attainment has been defined in Delaware as a PL of 5.0 and a level in which a student is considered to have met a proficiency level comparable to their native English speaking peers. **Therefore, a PL of 5.0 is considered a student’s Attainment Target (AT).**

Metric	2018-2019			2021-2022		
	Value	Points	Points Earned	Value	Points	Points Earned
Progress Toward English Language Proficiency	73.44%	50	37	64.19%	50	32

DOE Summary:

Due to COVID-19, all SY 19/20 and 20/21 assessment and accountability requirements were waived by the U.S. Department of Education. Academia met expectations in this area in 2018/2019.

Q40.English language proficiency (ELP) ratings over the course charter term

School Comments 2020-2021

The school was not required to provide a response. Due to COVID-19, all SY 20/21 assessment and accountability requirements were waived by the U.S. Department of Education.

School Comments 2019-2020

The school was not required to provide a response. Due to COVID-19, all SY 19/20 assessment and accountability requirements were waived by the U.S. Department of Education.

School Comments 2018-2019

See the annual report for 2018-2019 ([chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://www.doe.k12.de.us/cms/lib/DE01922744/Centricity/domain/368/annualreports/Academia%20Annual%20Report%202018-19.pdf](https://efaidnbmnnnibpcajpcglclefindmkaj/https://www.doe.k12.de.us/cms/lib/DE01922744/Centricity/domain/368/annualreports/Academia%20Annual%20Report%202018-19.pdf)) for the school's comments.



During the 2018-2019 SY, La Academia met expectations with regards of Progress Toward English Proficiency. Due to COVID-19, La Academia did not receive ratings for 2019-2021 SY. However, we have monitored our students' progress toward English proficiency in all language components with different measures in order to ensure growth in language proficiency as well as the access to content knowledge. These measures include but are not limited to: WIDA ACCESS annual screener, Smarter Balanced Consortium Assessment, Measures of Academic Progress (Reading) and Imagine Language and Literacy Benchmarks.

During the 2021-2022 SY, 24 students achieved English Language Proficiency exiting the English Learner Program as a well as a 10% increase in proficiency in SBAC (ELA). We are encouraged by last school year's outcome, and we are committed to continue to implement rigorous monitoring systems that include benchmarks for expected growth and taking appropriate steps to assist students who are not adequately progressing towards those benchmarks.

Q41. Expected outcomes for Progress toward English language proficiency (ELP)

School Comments 2020-2021	<i>The school was not required to provide a response. Due to COVID-19, all SY 20/21 assessment and accountability requirements were waived by the U.S. Department of Education.</i>
School Comments 2019-2020	<i>The school was not required to provide a response. Due to COVID-19, all SY 19/20 assessment and accountability requirements were waived by the U.S. Department of Education.</i>
School Comments 2018-2019	See the annual report for 2018-2019 (chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://www.doe.k12.de.us/cms/lib/DE01922744/Centricity/domain/368/annualreports/Academia%20Annual%20Report%202018-19.pdf) for the school's comments.

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Applicant Evidence :



41-ELP Expected Outcomes.docx

Uploaded on **9/28/2022** by **Deborah Rodenhouser**

Q42. Progress measures to track English language proficiency (ELP) outcomes

School Comments 2020-2021	<i>The school was not required to provide a response. Due to COVID-19, all SY 20/21 assessment and accountability requirements were waived by the U.S. Department of Education.</i>
School Comments 2019-2020	<i>The school was not required to provide a response. Due to COVID-19, all SY 19/20 assessment and accountability requirements were waived by the U.S. Department of Education.</i>
School Comments 2018-2019	See the annual report for 2018-2019 (chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://www.doe.k12.de.us/cms/lib/DE01922744/Centricity/domain/368/annualreports/Academia%20Annual%20Report%202018-19.pdf) for the school's comments.

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Applicant Evidence :



42-Progress Measures ELP.docx

Uploaded on **9/28/2022** by **Deborah Rodenhouser**

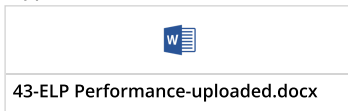
Q43. The table above lists the school's available English language proficiency (ELP) ratings. Respond to the following questions.

a. Based on the school's English language proficiency (ELP) ratings for all students over the course of the charter term, discuss the school's current performance and provide at least three explanations/root causes (positive and negative) for the results. (Note: We invite the school to provide information about all students including those below, at and above proficiency.)

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Applicant Evidence :



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Q44.b. Looking ahead, what are the school's expected outcomes for English language proficiency (ELP) for all students and what steps will the school take to achieve them?

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Applicant Evidence :



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Q45.c. Describe how the school will measure progress to determine whether the school is on track to meet expected English language proficiency (ELP) outcomes for all students.

La Academia will measure progress to determine whether the school is on track to meet to meet expected ELP outcomes for all students using the following measures:

- Measures of Academic Progress (MAP)
- Smarter Balanced Consortium Reading Assessment (including interim assessments)
- Imagine Learning Benchmarks three times a year
- Curriculum based assessments
- Annual WIDA assessments for all EL students



3. Organizational Performance

The Organizational Performance Framework reflects expectations the charter school is required to meet through state and federal law and the charter performance agreement, and seeks to provide information regarding these key questions:

- Is the school organizationally sound and well operated?
- Is the school fulfilling its legal obligations and sound public stewardship?
- Is the school meeting its obligations and expectations for appropriate access, education, support services, and outcomes for students with disabilities?

3.1. Mission Specific Goal(s)

Is the school faithful to its mission as defined in its current charter, including approved mission-specific academic goals if applicable?

Mission	Measure	Meets Standard
To inspire children to become joyful, confident, creative, bilingual learners.	Students will develop into fully bi-literate students by the end of fifth grade	100% of learning expeditions/case studies each year will include at least one element of Hispanic culture (field trip, culture study, expert, music, wriing, project, etc.), 95% of students will demonstrate their learnings and increased understanding of culture at their Celebration of Learning in both English and Spanish.


DOE Summary:
La Academia met their mission-specific goal.

Q46. Rate the school's performance according to the criteria established by the school for its mission specific goal(s).

School Comments 2020-2021	Follow this link (C:\Users\leroy.travers\Downloads\Academia%20Antonia%20Alonso%20-%20Mission%20Specific%20Goal%20SY21.pdf) for the school's comments on their mission specific goal.
School Comments 2019-2020	Follow this link (C:\Users\leroy.travers\Downloads\Academia%20Antonia%20Alonso%20-%20Mission%20Specific%20Goal%20SY21.pdf) for the school's comments on their mission specific goal.
School Comments 2018-2019	Follow this link (C:\Users\leroy.travers\Downloads\Academia%20Antonia%20Alonso%20-%20Mission%20Specific%20Goal%20SY21.pdf) for the school's comments on their mission specific goal.

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Applicant Evidence :


46-Mission Specific Goals-dr-ok.docx

Uploaded on **9/27/2022** by **Deborah Rodenhouser**

Q47. Provide as Appendix 1 the results (data source) of the school's mission specific goal(s). Remember not to include any personally identifiable information (PII).




Upload Required File Type: pdf, excel, word Max File Size: 30 Total Files Count: 30

Applicant Comments :

Appendix 1 uploaded

Applicant Evidence :



47-Mission Specific Goals Metrics-Ap...

Uploaded on **9/27/2022** by **Deborah Rodenhouser**

3.2. Organizational Performance

Note: Please utilize the hyperlink in this sentence for more information about the Organizational Performance Framework.

SUMMARY AND OVERALL RATING

Year	Education Program				Governance & Reporting			Students & Staff		Facilities, Transportation, Health & Safety	OVERALL RATING
	Mission Fidelity	Applicable State & Federal Requirements	Students with Disabilities	English learners	Governance & Public Stewardship	Oversight of School Management	Reporting Requirements	Students Rights	Req. on Teacher Certification & Hiring Staff		
	1a	1b	1c	1d	2a	2b	2c	3a	3b	4a	
2018-2019	M	M	M	M	M	M	M	M	AS	M	Meets Standard
2019-2020	M	M	M	M	M	M	M	M	F	M	Meets Standard
2020-2021	M	M	M	M	M	M	M	M	M	M	Meets Standard
2021-2022	M	M	M	M	M	M	M	M	M	M	Meets Standard

DOE Summary:

La Academia has met expectation on the Organizational Framework over the course of the charter.

Q48.School's organizational performance over the current charter term

School Comments 2020-2021

La Academia met standard and was not required to comment.



School Comments 2019-2020	La Academia met standard and was not required to comment.
School Comments 2018-2019	La Academia met standard and was not required to comment.

La Academia has maintained an overall performance rating of “Meets Standard” over the course of the charter term.

In SY18/19, however, the following measure did not meet standard: 3b. Requirement on Teacher Certification & Hiring Staff (“Approaching Standard”).

SY18/19 represented a transitional year for La Academia with its seventh school leader (Mercedes Alonso) assuming the leadership helm since the school opened in SY 2015. This year (18/19) was marred by high teacher turnover making the recruitment of highly qualified teachers in the summer of 2018 extremely challenging.

The chart above reflects the progress La Academia has made in Teacher Certification (3b.) with 93% of our teachers achieving DDOE certification in SY 2020-2021. This demonstrated remarkable improvement in just two school years.

PLEASE NOTE:

Please note, the AR for SY 2019/2020 submitted on January 15th, 2021, was incomplete and was unintentionally submitted with missing pages (pages 34-52). The mistake was not caught. On the completed version, a correction was noted by La Academia for the percentage of Teachers Retained. The actual number was 90% for SY 19/20.

Q49.Changes to organizational practices that the school has implemented to improve the school's organizational outcomes

School Comments 2020-2021	La Academia met standard and was not required to comment.
School Comments 2019-2020	La Academia met standard and was not required to comment.
School Comments 2018-2019	La Academia met standard and was not required to comment.

La Academia has met all standards measured by the Organizational Performance Framework annually for the last four years except for 3b. Requirement on Teacher Certification & Hiring Staff ('Approaching Standard' in SY18/19, and 'Far Below the Standard' in SY19/20).

Academia Antonia Alonso Charter School has been historically challenged to Meet Standard in regulations relating to teacher licensure and certification. As a best practice in a Dual Language school, we employ native English-speaking teachers and native Spanish-speaking teachers to instruct in different content areas. The challenge continues to be, however, that many of our native Spanish-speaking teachers remain/are unable to pass the Praxis because Educational Testing Service (ETS) does not offer the test in Spanish and DDOE does not offer an alternative to this test for licensure/certification. Hence, the Praxis for these teachers becomes a test of English language proficiency and not of knowledge content.

Since the arrival of our current school leader Mercedes Alonso, focused attention was directed to address the issue with teacher certification. In addition, leadership stability continues to support the expectation that all teachers will be certified or are on a well-defined and monitored path to achieving certification.

For the last three years, the school has maintained an overall rating of “Meets Standard” on the Organizational Performance Framework – and continues to meet the 3b. standard. Each year, we intent to remain on track to demonstrate performance aligned with organizational performance expectations. This progress will be monitored through our annual performance review.

PLEASE NOTE: Please note, the AR for SY 2019/2020 submitted on January 15th, 2021, was incomplete and was unintentionally submitted with missing pages (pages 34-52). The mistake was not caught. On the completed version, a correction was noted by La Academia for the percentage of Teachers Retained. The actual number was 90% for SY 19/20.

Q50.Indicator measure where school did not meet standard or is approaching standard

School Comments 2020-2021	Not applicable.
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<p>School Comments 2019-2020</p>	<p>See the annual report for 2019-2020 (chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://www.doe.k12.de.us/cms/lib/DE01922744/Centricity/domain/368/annualreports/2019-20%20annual%20reports/AAA%20Annual%20Report%20Final%20Version%20SY%202019-2020_6%204%2021.pdf) for the school's comments</p>
<p>School Comments 2018-2019</p>	<p>See the annual report for 2018-2019 (chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://www.doe.k12.de.us/cms/lib/DE01922744/Centricity/domain/368/annualreports/Academia%20Annual%20Report%202018-19.pdf) for the school's comments.</p>

La Academia has met all standards measured by the Organizational Performance Framework annually for the last four years – except for 3b. Requirement on Teacher Certification & Hiring Staff (“Approaching Standard” in SY18/19 and “Far below the Standard” in SY19/20).

Please refer to the Summary and Overall Rating chart above, however, to see the most recent data over the past three years which reflects the progress La Academia has made in Teacher Certification with 93% of our teachers achieving DDOE certification in SY20/21.

Moving forward, La Academia will continue to recruit highly qualified teachers, work with the Relay Delaware Program to develop highly effective teachers and continue to collaborate with Delaware Department of Education to host teachers through the Visiting International Teacher (VIT) program to fill Spanish Immersion positions.

PLEASE NOTE: Please note, the AR for SY 2019/2020 submitted on January 15th, 2021, was incomplete and was unintentionally submitted with missing pages (pages 34-52). The mistake was not caught. On the completed version, a correction was noted by La Academia for the percentage of Teachers Retained. The actual number was 90% for SY 19/20.

Q51. Describe the school's organizational performance over the current charter term. (This section is for the school to address any overall rating where the school has not met standards. The school will be able to address individual metrics in the sections below.)

La Academia has met all standards measured by the Organizational Performance Framework annually for the last four years – except for 3b. Requirement on Teacher Certification & Hiring Staff (“Approaching Standard” in SY18/19 and “Far below the Standard” in SY19/20).

Since that time, La Academia has continued to recruit highly qualified teachers, work with the Relay Delaware Program to respond to the commitment to develop highly qualified teachers and continued to collaborate with Delaware Department of Education to host teachers through the Visiting International Teacher (VIT) program to fill Spanish Immersion positions.

Please refer to the Summary and Overall Rating chart above, however, to see the most recent data over the past three years which reflects the progress La Academia has made in Teacher Certification with 93% of our teachers achieving DDOE certification in SY20/21.

PLEASE NOTE: Please note, the AR for SY 2019/2020 submitted on January 15th, 2021, was incomplete and was unintentionally submitted with missing pages (pages 34-52). The mistake was not caught. On the completed version, a correction was noted by La Academia for the percentage of Teachers Retained. The actual number was 90% for SY 19/20.

Q52. Identify changes to organizational practices that the school has implemented to improve the school's organizational outcomes.

Overall, La Academia has met all standards measured by the Organizational Performance Framework annually for the last four years – except for 3b. Requirement on Teacher Certification & Hiring Staff (“Approaching Standard” in SY18/19 and “Far below the Standard” in SY19/20).

Please refer to the Summary and Overall Rating chart above, however, to see the most recent data over the past three years which reflects the progress La Academia has made in Teacher Certification with 93% of our teachers achieving DDOE certification in SY20/21.

Since that time, La Academia has continued to recruit highly qualified teachers, work with the Relay Delaware Program to respond to the commitment to develop highly qualified teachers and continued to collaborate with Delaware Department of Education to host teachers through the Visiting International Teacher (VIT) program to fill Spanish Immersion positions.

PLEASE NOTE: Please note, the AR for SY 2019/2020 submitted on January 15th, 2021, was incomplete and was unintentionally submitted with missing pages (pages 34-52). The mistake was not caught. On the completed version, a correction was noted by La Academia for the percentage of Teachers Retained. The actual number was 90% for SY 19/20.

Q53. Address any measure where school did not meet standard or is approaching standard.



Overall, La Academia has met all standards measured by the Organizational Performance Framework annually for the last four years – except for 3b. Requirement on Teacher Certification & Hiring Staff (“Approaching Standard” in SY18/19 and “Far below the Standard” in SY19/20).

Please refer to the Summary and Overall Rating chart above, however, to see the most recent data over the past three years which reflects the progress La Academia has made in Teacher Certification with 93% of our teachers achieving DDOE certification in SY20/21.

Since that time, La Academia has continued to recruit highly qualified teachers, work with the Relay Delaware Program to respond to the commitment to develop highly qualified teachers and continued to collaborate with Delaware Department of Education to host teachers through the Visiting International Teacher (VIT) program to fill Spanish Immersion positions.

Q54. Performance Agreement Organizational Performance Expectations By September 2022, our expectation is to achieve the overall rating of “Meets or Exceeds Standard” as measured by the Organizational Performance Framework.” Each year, we will be on track to demonstrate performance aligned with this organizational performance expectation. This progress will be monitored through our annual performance review.

DOE Summary:
La Academia has met expectation on the Organizational Framework over the course of the charter.

School Comments 2020-2021	The school has evolved to a Meets Standards overall rating in its Organizational Performance. In order to continue to meet standard through SY22 and beyond, La Academia will continue to build a workplace culture of continuous improvement- a culture in which teachers/staff remain committed to actively identify academic and organizational challenges together, design and follow through implementing ideas with the goal of making continued incremental, and significant, improvements each year. This approach, until now, has enabled us to continue to meet the overall rating standard of MEETS STANDARD over the years.
School Comments 2019-2020	The school evolved to a <i>Meets Standards</i> overall rating in its Organizational Performance during SY18. In order to continue to meet standard through SY22 and beyond, La Academia will continue to build a workplace culture of continuous improvement – a culture in which teachers/staff remain committed to actively identify academic and organizational challenges together, design and follow through implementing ideas with the goal of making incremental, but significant, improvements each year. This approach, until now, has enabled us to continue to meet the overall rating standard for the past three years. Leadership will carry on working with DDOE, however, to figure a way for our native Spanish speaking faculty to successfully complete their licensure/certification requirements that does not require taking the Praxis test in English.
School Comments 2018-2019	The school evolved to a Meets Standards overall rating in its Organizational Performance during the 2017-2018SY. In order to continue to meet standard through 2022 and beyond, La Academia will continue to build a workplace culture of continuous improvement- a culture in which teachers/staff continue to identify academic and organizational challenges together, design and follow through implementing ideas with the goal of making incremental, but significant, improvements each year. This approach, until now, has enabled us to meet the overall rating standard for the past three years. Leadership will continue, however, to work with DDOE to figure a way for several of our native Spanish speaking faculty to successfully complete their certification requirements.

Discuss the school’s organizational performance based on its approved Performance Agreement.


La Academia’s overall organizational performance is Meets Standard for the last four years. Our expectation is to continue to achieve the overall rating of "Meets," as measured by the Performance Agreement. Each year, we will be on track to demonstrate performance aligned with those performance expectations. This progress will be monitored through our annual performance review.

3.3. Educational Program

Q55. Describe any changes to the education program or curricula the Board plans to make prior to the renewal.

Word document uploaded to preserve formatting.

Applicant Evidence :



55-Changes to Curric prior to Renew...

Uploaded on **9/28/2022** by **Deborah Rodenhouser**



Q56.Appendix 2 Provide an electronic copy of curricula including scope and sequence documents, units, assessments and content covered per core content area (Mathematics, English Language Arts, Social Studies, Science, Visual/Performing Arts, World Languages, Health and Physical Education) for each grade level the school serves. The documents should demonstrate clear alignment with the Delaware Content Standards (including Common Core State Standards in English Language Arts and Mathematics, and Next Generation Science Standards) in all content areas. Evidence to establish adherence to the state's expectations regarding **ELA standards and instruction** through the grade bands should include the following:

- Evidence of the adoption of a high quality instructional resources as defined by EdReports.org., which includes the scope and sequence documents showing units of study with their corresponding anchor texts and culminating tasks with the intended pacing for each grade/course; **OR** curricular resources/documents that meet the criteria of the appropriate IMET from achievethecore.org, including additional resources selected to support areas where the curriculum materials were weak per EdReports.org (yellow or red). Scope and sequence documents must include:
 - featured anchor texts of knowledge building units around topics of inquiry/exploration and intended pacing for each grade/course. These should reflect the distribution of text types and genres required by the standards as outlined in Appendix B.
 - a set of targeted grade-level CCSS ELA/Literacy standards for each unit.
 - alignment to the foundational reading skills and intended pacing for each grade must be included for grades K-5.
- Sample learning experiences (lesson/unit) and assessments with their corresponding rubrics.
- Opportunities provided and embedded within curriculum for professional learning and strategic use of curricular resources.
- In addition, there needs to be a well-articulated academic MTSS process for reading that includes screening, diagnostics, evidence-based interventions, and progress monitoring.
- For grades 9-12, English course sequences/programs of study should be provided. No curricular documents are required for Advanced Placement, International Baccalaureate SL or HL, or dual enrollment courses.

Evidence to establish adherence to the state's expectations regarding **Health Education standards and instruction** in grades K-8 and 1/2 credit in high school (grades 9-12) should include the following:

- Curriculum map or scope and sequence showing the National Health Education Standards/Delaware State Standards targeted and attention to the specific learning concepts for each grade.
- One sample document outlining adherence to the hours requirements for specific health concepts in Regulation 551.
- One sample assessment and accompanying scoring rubric aligned to state standards – intended to provide evidence of student achievement of standards – for each grade level in the school.

Evidence to establish adherence to the state's expectations regarding **Math standards and instruction** through the grade bands should include the following:

- Evidence of the adoption of a high quality, standards aligned instructional resource as defined by EdReports.org. This includes the scope and sequence documents showing alignment to standards and intended pacing for each grade/course; **OR** curricular resources/documents that meet the criteria of the appropriate IMET from achievethecore.org including additional resources selected to support areas where the curriculum materials were weak per EdReports.org (yellow or red). Scope and sequence documents showing alignment to standards and intended pacing for each grade/course must be included in this documentation.
- Sample learning experiences (lesson/unit) and assessments
- Opportunities provided and embedded within the curriculum for professional learning and strategic use of curricular resources.
- In addition, there needs to be a well-articulated academic MTSS process for mathematics that includes screening, diagnostics, evidence-based interventions, and progress monitoring.
- Additionally, for grades 9-12, Mathematics course sequences/programs of study should be provided. No curricular documents are required for Advanced Placement, International Baccalaureate SL or HL, or dual enrollment courses.

Evidence to establish adherence to the state's expectations regarding **Physical Education standards and instruction** in grades K-8 and 1 credit in high school (grades 9-12) should include the following:

- Curriculum map or scope and sequence showing alignment to the Delaware physical education standards and grade level expectations.
- One sample assessment and accompanying scoring rubric aligned to state standards – intended to provide evidence of student achievement of standards –for each grade level in the school (example: state physical fitness assessment data and programming provided by the Delaware Department of Education)
- No curricular documents are required for elective Physical Education courses, which should not exceed 1 credit to fulfill graduation requirements.

Evidence to establish adherence to the state's expectations regarding **Social Studies standards and instruction** through the grade bands should include the following:

- Scope and sequence showing standards targeted and major topics for each grade/course in the school.
- One sample assessment aligned to state standards – intended to provide evidence of student achievement of standards - for each grade/course in the school.
- No curricular documents are required for AP, IB, or dual enrollment courses.
- Schedule of time allotted for social studies instruction in each grade



Evidence to establish adherence to the state’s expectations regarding **Science standards and instruction** through the grade bands should include the following:

- Evidence of the adoption of a high-quality instructional resource as defined by EdReports.org or curricular resources that meet the criteria of the EQulP rubric from nextgenscience.org, reviewed by an external evaluator that is not the materials publisher.
- The LEA must provide a scope and sequence for each grade level that includes the unit topic, the unit phenomenon, standards that are covered in that unit, what the students do and figuring out in the unit, and include a lesson and sample assessment from K-2, 3-5, 6-8, 9-12, depending on the structure of the school.
- Schedule of time allotted for science instruction in each grade
- A Response to the following questions:
 - What is the professional development plan to support continuous three-dimensional learning along with your instructional resources?
 - Describe how you ensure accessibility for all students in science.
 - Describe how your administrators are monitoring science instruction to ensure the shifts in science are occurring.

Evidence to establish adherence to the state’s expectations regarding **Visual/ Performing Arts standards and instruction** through the grade bands should include the following:

- Scope and sequence showing National Core Arts Standards/Delaware State Standards targeted and major topics for each grade/course in the school.
- One sample assessment and rubrics aligned to state (NCAS) standards – intended to provide evidence of student achievement of standards - for each grade/course in the school.
- Schedule of time allotted for arts instruction in each grade band.
- No curricular documents are required for AP, IB.

Evidence to establish adherence to the state’s expectations regarding **World Languages standards and instruction** in grades 9-12 should include the following:

- Curriculum map or scope and sequence showing the targeted Delaware World-Ready Standards for Learning Languages, state proficiency targets and major learning contexts (themes) for each level of language instruction.
- One sample assessment and accompanying scoring rubric from one learning context--intended to provide evidence of student growth in proficiency--for each level of language instruction.

No curricular documents are required for AP, IB.












Upload Required File Type: pdf, image, excel, word, text Max File Size: 30 Total Files Count: 100

Applicant Comments :

Zip files uploaded for Social Studies, ELA, and the MTSS Process

Due to limitations with max file size in EpiCenter, zip files for remaining curriculum documents were successfully emailed directly to Dr Fulkerson, with copy to John Carwell and Leroy Travers.

Applicant Evidence :

 Social Studies Curriculum Docs-zip.zip Uploaded on 9/27/2022 by Deborah Rodenhouser	 ELA-K-5 Pacing Guide-compressed.zip Uploaded on 9/27/2022 by Deborah Rodenhouser	 ELA-KN-compressed zip.zip Uploaded on 9/27/2022 by Deborah Rodenhouser	 ELA-Gr 1.zip Uploaded on 9/27/2022 by Deborah Rodenhouser
 ELA-Gr 2-compressed.zip Uploaded on 9/27/2022 by Deborah Rodenhouser	 ELA-Gr 3-compressed.zip Uploaded on 9/27/2022 by Deborah Rodenhouser	 ELA-Gr 4-compressed.zip Uploaded on 9/27/2022 by Deborah Rodenhouser	 ELA-Gr 5-zip.zip Uploaded on 9/27/2022 by Deborah Rodenhouser
 ELA_GR 6-8-compressed.zip Uploaded on 9/27/2022 by Deborah Rodenhouser	 ELA-Professional Learning.pdf Uploaded on 9/27/2022 by Deborah Rodenhouser	 MTSS Process Reading-Math.pdf Uploaded on 9/27/2022 by Deborah Rodenhouser	

3.4. At-risk students, Students with Disabilities, and English Language Learners



Year	Education Program			
	Mission Fidelity	Applicable State & Federal Requirements	Students with Disabilities	English learners
	1a	1b	1c	1d
2018-2019	M	M	M	M
2019-2020	M	M	M	M
2020-2021	M	M	M	M
2021-2022	M	M	M	M

*Data is an excerpt from the overall Organizational Performance Framework data included in section 3.2.

Q57.If applicable, describe any changes or enhancements the school has made based on findings from audits, investigations, or other administrative proceedings related to at-risk students, students with disabilities, or English Language Learners.

AAACS continues to grow and enhance the process by which at-risk students, students with disabilities, and English Language Learners are identified, served, and monitored. Audit findings, investigations, and periodically revisiting administrative procedures are but a few of the tools used to enhance our practices.

A few examples include, but are not limited to:

- Utilization of a variety of data sources to determine eligibility
- Development of a comprehensive Federal and State Extended School Year Program
- Implementation of state monitoring protocols for frequent review of student files for compliance
- Incorporation of professional development to school and contracted staff about IDEA regulations, reevaluations, Prior Written Notice, and accommodations
- Integration of professional development to school and contracted staff about school and class discipline
- Seamless delivery of information to parents in their dominant language
- Assessment of Language Dominance assessments prior to all evaluations
- Administration of Bilingual evaluations

Q58.Describe any changes or enhancements to the process by which at-risk students are identified and the evidence that the school was able to provide the right resources and services for these students.

AAACS continues to expand enhancements to processes and best practices by which at-risk students are identified and provides evidence of same in the following ways:

- Implementation of a MTSS (Multi-Tiered System of Support)
- Benchmark assessments
- Implementation of tiered interventions targeting academic and social emotional learning
- Utilization of universal design for learning
- Usage of scientific-based research intervention programs
- Collaboration between general education and special education teams
- Application of PLC's (Professional Learning Communities) with teachers regarding data collection, small group instruction and KAGAN strategies
- Incorporation of professional development for teachers related to differentiation instruction and universal supports
- Integration of professional development with teachers as to how to collect data and identify students who may be "at-risk"
- Maximization of Core Team meetings to analyze data and determine interventions

Q59.Describe any changes or enhancements to the process by which English Language Learners are identified and the evidence that the school was able to provide the right resources and services for these students.

Word document uploaded to preserve formatting



Applicant Evidence :



59-ELL Identification Enhancements-...

Uploaded on **9/28/2022** by **Deborah Rodenhouser**

Q60. Describe any changes or enhancements to the process by which students with disabilities are identified and the evidence that the school was able to provide the right resources and services for these students.

Using a model of 'continuous improvement,' process by which students with disabilities are identified and served – and evidence of same – include but not limited to:

- Consultation with School Psychologist (bilingual and monolingual)
- Consultation with Speech and Language Pathologist (bilingual and monolingual)
- Frequent progress monitoring of Tier 2 and Tier 3 interventions
- Use of Core team meetings to analyze data and determine students' needs
- Implementation of classroom observations
- Expansion of Special Education staff
- Development of a Resource Room
- Utilization of Standards-Based IEP development
- Employment of evidence-based practices, high-level practices
- Use of scientific-based research intervention programs

3.5. Governance and Reporting Requirements

	Governance & Reporting		
	Governance & Public Stewardship	Oversight of School Management	Reporting Requirements
Year	2a	2b	2c
2018-2019	M	M	M
2019-2020	M	M	M
2020-2021	M	M	M
2021-2022	M	M	M

*Data is an excerpt from the overall Organizational Performance Framework data included in section 3.2.

* Measure 2: Financial Management and Oversight was moved to the Financial Performance Framework beginning in school year 2016-17

Q61. Provide information regarding how the Board of Trustees effectively evaluates the School Leader(s), including any policies or procedures related to such evaluation(s).

The Board of Directors at La Academia conducts a performance evaluation of the lead administrator (Executive Director) annually using the Supervisory Dialogue. The supervisory dialogue (SD) is based on a structured series of discussions between the Executive Director and their supervisor in relation to both goal-setting and personal development. This evaluation process was initiated in SY2019.

The Executive Director/her designee conducts performance evaluations of the Leadership Team (school leaders) using the DPAS evaluation system annually, and 360 Evaluations to help leaders identify benchmarks and priorities (soft and hard skills).



Q62. Provide information regarding how the Board of Trustees effectively evaluates its own success. Include examples of any corrective actions, if applicable, the Board of Trustees implemented as a result of its evaluation.

An effective board develops and promotes its collective vision of the institution's purpose, its culture, its values, and the behaviors it wishes to promote in conducting its business. The executive committee chaired by the board president ensures that its business is conducted and aligned with the mission and vision of the school as well as the institution's values.

The board also engages in a self-assessment checklist that includes:

- Strategy
- Evaluation
- CEO succession
- Risk
- Board education
- Audit
- Regulatory compliance
- Onboarding/outboarding
- Evaluating committees, their structures, and performance
- Evaluating reporting lines
- Group Dynamics

Examples of corrective actions taken:

1. Revision Mission and Vision of the school in the process of evaluating the growth and direction of the organization in 2020.
2. Examination of the board's committees including their purpose, function, and performance in 2022. The Strategic Growth and Development Committee of the board will be laid down and instead a position for a grant writer at the operations level was created.
3. With a renewed focus on Diversity, Equity, Inclusion and Access (DEIA), the board and Dean of DEIA will re-evaluate the board policies to ensure that our board policies are DEIA aligned.

Q63. Identify the school's plan to ensure the effectiveness of its Board of Trustees, including governance training and new member induction.

The school's plan to ensure effectiveness of its Board, training and induction:

- All Board of Directors are responsible for engaging in the Citizens Budget Oversight Committee Training.
- All Board of Directors ensure engagement in governance training as deemed necessary by the DDOE.
- The executive committee of the board ensures mentorship of new members of the board in all aspects of governance.

Q64. Describe the school's process for succession planning including identification, development and retention of school leaders.

One of the processes the school uses to identify potential school leaders – and to support existing leaders – is by using the Group Management Questionnaire (GMQ). Every year, the Executive Director administers the GMQ with school leaders (and select teachers/staff) to assess several elements of performance related to various areas of school operations. This tool not only helps to identify potential leaders, but also helps existing leadership focus on strengthening their own organizational qualities such as supervision, executive function, establishing and achieving goals and objectives, and various other areas of performance.

Following a personal dialogue with each leader to inform each of their individual results, the Executive Director reports the outcomes of these yearly assessments to the board of directors, along with plans for the development and retention of existing and future leaders.

Additionally, the Executive Director engages each member of the leadership team in the 360- feedback instrument to acquire performance observations from their supervisor, colleagues, other co-workers. The use of these two performance tools is in addition to completing the annual DPASS evaluation process.

These tools, along with personal mentoring, assist the Executive Director in identifying key leaders who may be considered for future leadership roles in the organization.

Q65. Share how the Board supports the school. Speak to the Board's involvement in events, operations, and fundraising activities.

AAACS Board members support the school in numerous ways, examples of which are referenced below.

- Board members are apprised at every board meeting regarding school events that would be appropriate for them to attend and/or participate. Some examples include Graduation, Hispanic Heritage Month Celebrations, and the Winter Pageant.
- Board members also offer their expertise to the community. For example, the Board President spoke at Parent University regarding "Supporting Your Child" in response to COVID-19 related stressors.
- In times of crises, board members step up and become involved in supporting the school leadership, and the Board President becomes the spokesperson for the community. An example of this was the crisis with the Odyssey School that emerged in February 2020.
- The Personnel Committee meets and supports the Executive Director with matters that may be sensitive or require immediate attention. The Academic Committee meets periodically to work with the Academic leadership to engage in discussions around student growth and performance.
- The Board President works closely with the Executive Director, Operations Dean, and grant writer to ensure the school is focused on obtaining the resources needed to grow and thrive.




Q66. Appendix 3: Current Organizational Chart

Upload Required File Type: pdf, image, excel, word Max File Size: 30 Total Files Count: 10

Applicant Comments :

Organizational Chart uploaded as Appendix 3

Applicant Evidence :



Appendix 3-Organizational Chart SY2...

Uploaded on **9/29/2022** by **Deborah Rodenhouser**

Q67. Please complete the Board Financial and Governance table (see Resources) with the necessary information.


- In accordance with Del. 14 §512 (15), the school shall have a satisfactory plan to ensure the effectiveness of its board of trustees, including governance trainings conducted for any new board members and at a minimum of once every 3 years.
- Please list only the most recent training date.

Upload Required File Type: excel Max File Size: 30 Total Files Count: 1

Applicant Comments :


Current Board and Governance Training Table uploaded

Resources



AAA Board Members.xlsx

Applicant Evidence :



2022 AAACS Board and Governance T...

Uploaded on **9/22/2022** by **Deborah Rodenhouser**

Q68. Board Financial and Governance Members and Training (review the file you uploaded above)

DOE Summary:
As of April 19, 2022, Academia's Board of Directors was in compliance with the State's membership and board governance training requirements.

School Comments 2020-2021	The school was not required to comment on this section.
School Comments 2019-2020	The school was not required to comment on this section.
School Comments 2018-2019	The school was not required to comment on this section.



A majority of our Board and CBOC members are trained. One board member has been unable to provide evidence of certification.


Q69. Please complete the Citizen Budget Oversight Committee Membership and Training table (see Resources) and upload your finished copy here. Pursuant to 14 Del. Admin. Code 736.6.1 (<http://regulations.delaware.gov/AdminCode/title14/700/736.shtml>) Each member of a Citizen Budget Oversight Committee shall attend and receive a Certificate of Completion for the Citizen Budget Oversight Committee training within the allotted timeframe of his/her appointment to a Citizen Budget Oversight Committee. Provided further, additional training may be required from time to time as determined by the Department.

Upload Required File Type: excel Max File Size: 30 Total Files Count: 1

Resources


AAA CBOC.xlsx

Applicant Evidence :


2022 AAACS Board and Governance T...

Uploaded on **9/22/2022** by **Deborah Rodenhouser**

Q70. Citizen Budget Oversight Committee Membership & Trainings (review the file you uploaded above)

DOE Summary:
All members of La Academia's CBOC have undergone finance training.

School Comments 2020-2021	The school was not required to comment on this section.
School Comments 2019-2020	The school was not required to comment on this section.
School Comments 2018-2019	The school was not required to comment on this section.

A majority of the Board and CBOC members have received the required training. One board member has been unable to provide evidence of training, however she is trying to get scheduled for the training.


Q71. Appendix 4: Board Governance Training Certificates and/or Documentation

Upload Required File Type: pdf, image, excel, word, text Max File Size: 30 Total Files Count: 50

Applicant Comments :

Training certificates uploaded

Applicant Evidence :


CBOC-Board Training Certificates.pdf

Uploaded on **9/22/2022** by **Deborah Rodenhouser**

Q72. Appendix 5: Board member and school leader succession plans


Upload Required File Type: pdf, image, excel, word, text Max File Size: 30 Total Files Count: 10

Applicant Comments :

Board Member and School Leader Succession Plan uploaded



Applicant Evidence :



Appendix 5 - AAACS Succession Plan....

Uploaded on **9/22/2022** by **Deborah Rodenhouser**


Q73. Appendix 6: Current board bylaws

Upload Required File Type: pdf, excel, word Max File Size: 30 Total Files Count: 10

Applicant Comments :

Current By-Laws uploaded

Applicant Evidence :



2018-07-25 Academia Antonia Alonso...

Uploaded on **9/22/2022** by **Deborah Rodenhouser**

3.6. Students, Employees and School Environment

	Students & Staff		
	Students Rights	Req. on Teacher Certification & Hiring Staff	Facilities, Transportation, Health & Safety
Year	3a	3b	4a
2018-2019	M	AS	M
2019-2020	M	F	M
2020-2021	M	M	M
2021-2022	M	M	M

*Data is an excerpt from the overall Organizational Performance Framework data included in section 3.2.

Q74. Provide information about any metric where the school did not meet standards including how the school addressed this deficiency.



La Academia has met all standards measured by the Organizational Performance Framework annually for the last four years except for 3b. Requirement on Teacher Certification & Hiring Staff ('Approaching Standard' in SY18/19, and 'Far Below the Standard' in SY19/20).

Academia Antonia Alonso Charter School has been historically challenged to Meet Standard in regulations relating to teacher licensure and certification. As a best practice in a Dual Language school, we employ native English-speaking teachers and native Spanish-speaking teachers to instruct in different content areas. The challenge continues to be, however, that many of our native Spanish-speaking teachers remain/are unable to pass the Praxis because Educational Testing Service (ETS) does not offer the test in Spanish and DDOE does not offer an alternative to this test for licensure/certification. Hence, the Praxis for these teachers becomes a test of English language proficiency and not of knowledge content.

Since the arrival of our current school leader Mercedes Alonso, focused attention was directed to address the issue with teacher certification. In addition, leadership stability continues to support the expectation that all teachers will be certified or are on a well-defined and monitored path to achieving certification.

For the last three years, the school has maintained an overall rating of "Meets Standard" on the Organizational Performance Framework – and continues to meet the 3b. standard. Each year, we intent to remain on track to demonstrate performance aligned with organizational performance expectations. This progress will be monitored through our annual performance review.

NOTE: Please note, the AR for SY 2019/2020 submitted on January 15th, 2021, with missing pages (pages 34-52). The mistake was not caught. On the completed version, a correction was noted by La Academia for % of Teachers Retained. The actual number was 90% for SY 19/20.

Q75. Provide information about the best practices the school uses to meet standards in the above noted areas.

La Academia has met all standards measured by the Organizational Performance Framework annually for the last four years except for 3b. Requirement on Teacher Certification & Hiring Staff ('Approaching Standard' in SY 18/19, and 'Far Below the Standard' in SY 19/20).

Since that time, La Academia has continued to recruit highly qualified teachers, work with the Relay Delaware Program to respond to the commitment to develop highly qualified teachers and continued to collaborate with Delaware Department of Education to host teachers through the Visiting International Teacher (VIT) program to fill Spanish Immersion positions.

La Academia will continue to build a workplace culture of continuous improvement – a culture in which teachers/staff remain committed to actively identify academic and organizational challenges together, design and follow through implementing ideas with the goal of making continued incremental, and significant, improvements each year. This approach, until now, has enabled us to continue to meet the overall rating standard of MEETS STANDARD over the years.

NOTE: Please note, the AR for SY 2019/2020 submitted on January 15th, 2021, with missing pages (pages 34-52). The mistake was not caught. On the completed version, a correction was noted by La Academia for %of Teachers Retained. The actual number was 90% for SY 19/20.

Q76. Appendix 7: Please upload an up-to-date Certificate of Occupancy

Upload Required File Type: pdf, image, excel, word, text Max File Size: 30 Total Files Count: 10

Applicant Comments :

Current Temporary Certificate of Occupancy is uploaded. 'Punch List' items are still in progress given the newness of our facility.

Applicant Evidence :


Appendix 7-Temporary C of O.pdf

Uploaded on **9/22/2022** by **Deborah Rodenhouser**


Q77. Appendix 8: Please upload an up-to-date Fire Inspection Certificate

Upload Required File Type: pdf, image, excel, word, text Max File Size: 30 Total Files Count: 10

Applicant Comments :

Up-to-date fire inspection uploaded

Applicant Evidence :


Appendix 8-Fire Inspection.pdf

Uploaded on **9/22/2022** by **Deborah Rodenhouser**

Q78. Appendix 9: Please upload an up-to-date Insurance Certificate(s)

Upload Required File Type: pdf, image, excel, word, text Max File Size: 30 Total Files Count: 10



Applicant Comments :

Updated Insurance Certificates uploaded

Applicant Evidence :

22-23 UMB Policy- Hanover.pdf	22-23 PKG Policy- Hanover.pdf	22-23 AUTO Policy - Hanover.pdf
Uploaded on 9/22/2022 by Deborah Rodenhouser	Uploaded on 9/22/2022 by Deborah Rodenhouser	Uploaded on 9/22/2022 by Deborah Rodenhouser

Q79. Appendix 10 ERIP: Please upload report for SY19/20 and SY20/21

Upload Required File Type: pdf, image, excel, word, text Max File Size: 30 Total Files Count: 10

Applicant Comments :

Please note ERIP reporting has been in format transition. Also important to note: These reports refer to our old facility at Barley Mill Plaza where there were significant limitations. In our new school location on Wakefield Drive, we anticipate a very different assessment this school year.

Applicant Evidence :

2021-2022-School Safety Hazard Asse...	2019 Academia Antonia Alonso.pdf	2020-Emergency Planning Survey-Pri...
Uploaded on 9/22/2022 by Deborah Rodenhouser	Uploaded on 9/22/2022 by Deborah Rodenhouser	Uploaded on 9/22/2022 by Deborah Rodenhouser

3.7. Teacher Retention

2018-2019			2019-2020			2020-2021		
% of Teachers RETAINED	# of Teachers RETAINED	# of Teachers ELIGIBLE	% of Teachers RETAINED	# of Teachers RETAINED	# of Teachers ELIGIBLE	% of Teachers RETAINED	# of Teachers RETAINED	# of Teachers ELIGIBLE
63%	17	27	90%	35	39	84.3%	32	38

DOE Summary:

La Academia has increased their teacher retention rate by 20% over the past three years.

Q80. 2021-2022 PERCENT of Teachers RETAINED

In SY22, La Academia retained 85% of its teachers – maintaining a 20% increase of its teachers over the past three years.

Reasons for teachers leaving:

- One teacher resigned immediately following her FMLA
- Two teachers left for more money in higher paid districts
- One teacher was not contracted for SY23 due to poor performance
- Two teachers moved out of state
- One teacher left to continue her doctoral studies



Q81.2021-2022 NUMBER of Teachers RETAINED

In SY22, La Academia retained 33/39 teachers (85%).

Q82.2021-2022 NUMBER of Teachers ELIGIBLE

In SY22, 35 teachers were eligible for retention.

Q83.School's plans to monitor and minimize teacher attrition rates

<p>School Comments 2020-2021</p>	<p>In SY21, of the six faculty that left, one moved to Texas and another to Boston; one returned to her career in banking given the stressors of teaching during the pandemic - a choice she made for health reasons; two left for district for more money; and the last left to work with her husband. To continue to attract and retain teachers, La Academia remains committed to ensuring:</p> <ul style="list-style-type: none"> • Stable leadership and fair system of Teacher Evaluations/Performance Management • Clarity of Goals, Purpose & Direction- as reflected in La Academia's mission, vision and values • A school climate in which faculty and staff feel open, supported and trusting of each other. At La Academia ideas and feelings can be shared and feedback among individuals is natural and to be expected. • An environment where faculty and staff address conflict when it occurs and feel conflict can be resolved fairly and equitably. • A practice of appreciation and recognition for people's efforts and accomplishments. • Open communication and sense of candor. La Academia is a place where issues are acknowledged, people feel heard. • Meetings with attention to task and process where collaboration, problem-solving and creative strategies address the issues at hand in unique ways. <p>At La Academia, The Group Management Questionnaire, GMQ, has been administered once a year since SY18. It has continued to strengthen the organizational aspects bulleted above. La Academia will carry on using this research-based tool to minimize teacher attrition rates and continue to strengthen its organizational effectiveness.</p>
<p>School Comments 2019-2020</p>	<p>In SY19, La Academia started its 5th year of operation with its 7th Head of School. The sudden and very unexpected mid-year departure of its 6th Head of School in February 2018 was not only marked by high teacher turnover that year, but a downturn in school performance – if one were to look at Smarter Balanced scores alone. Of the 10 teachers that left, 7 self-selected (one was the wife of the HOS), 2 contracts were not renewed, and 1 teacher moved to Texas. It is, therefore, important to note that not all teacher turnover is created equal; in some cases, it may result in benefits. For example, the two teachers who were not re-contracted were exited due to extremely low performance; and the 7 who self-selected could have easily created a toxic culture of unhappy employees had they remained. At La Academia, we practice what we call strategic retention which refers to the retention of effective, motivated, and happy employees combined with the exit of ineffective, underperforming, and unhappy ones. In contrast, in SY20 La Academia lost 4 teachers out of 39. Of the four, one self-selected early September realizing she preferred high school, another had to return to Puerto Rico given her husband became ill, a third teacher also self-selected, but in June, after her contract and the last teacher was not re-contracted due to underperformance. The stark difference in teacher retention between SY19 and SY20, we believe, can be attributed to a relentless commitment to:</p> <ul style="list-style-type: none"> • Improve teacher compensation by the Board of Directors • Stable leadership and fair system of Performance Management • Clarity of Goals, Purpose & Direction- as reflected in La Academia's mission, vision and values • A school climate in which faculty and staff feel open, supported and trusting of each other. At La Academia ideas and feelings can be shared and feedback among individuals is natural and to be expected. • An environment where faculty and staff address conflict when it occurs and feel conflict can be resolved fairly and equitably. • A practice of appreciation and recognition for people's efforts and accomplishments. • Open communication and sense of candor. La Academia is a place where issues are acknowledged, people feel heard, and feedback is a natural part of the communication process. • Meetings with attention to task and process where collaboration and creative strategies address the issues at hand in unique ways. <p>At La Academia, The Group Management Questionnaire, GMQ, has been administered once a year since SY18. It has continued to strengthen these organizational aspects bulleted above. La Academia will continue to use this research-based tool to minimize attrition rates and support organizational climate given that organizational climate accounts for 30% of organizational performance.</p>



<p>School Comments 2018-2019</p>	<p>In 2018-2019, La Academia started its 5th year of operation with its 7th Head of School. The sudden and very unexpected mid-year departure of its 6th Head of School in February 2018 was not only marked by high teacher turnover, but a downturn in school performance- if one were to look at Smarter Balanced scores alone. Of the 10 teachers that left, 7 self-selected (one was the wife of the HOS), 2 contracts were not renewed, and 1 teacher moved to Texas. The 7 who self-selected attributed their departure to their fidelity to the vision and goals of the former Head. It is, therefore, important to note that not all teacher turnover is created equal; in some cases, it may result in benefits. For example, the two teachers who were not re-contracted were exited due to extremely low performance; and the 7 who self-selected left because of issues of loyalty to the former leader. Had they stayed, they could have easily created a toxic culture of unhappy employees. At La Academia, we practice what we call strategic retention which refers to the retention of effective, motivated, and happy employees combined with the exit of ineffective, underperforming and unhappy ones. Moving forward, we believe stable leadership and continuing to foster a positive, supportive school environment will ensure strong teacher retention. To this end we will administer the Group Management Questionnaire in January 2020 to focus efforts on continuing to strengthen organizational aspects such as clarity of Goals/Mission/Vision; Climate; Communication; Conflict; Meeting Design; Rewards & Recognition; Leadership and Supervision. We will use this quantitative data to continue to support organizational climate as, according to research, it accounts for 30% of organizational performance.</p>
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To continue to attract and retain teachers, La Academia remains committed to the following:

- Yearly administration of the Group Management Questionnaire (GMQ) to strengthen school culture and help identify organizational benchmarks and priorities
- Stable leadership
- Fair system of Teacher Evaluations – one in which teachers learn and grow in competencies
- Initiatives to support a positive school climate (Sunshine Club etc.)
- A focus on hiring for cultural fit, as well as highly qualified teachers (HQT)
- A commitment to revisiting our salary scale yearly to ensure La Academia remains as competitive as possible
- Strengthening initiatives to celebrate/recognize teachers throughout the school year

Q84. School's professional development plans support teachers and leadership.

<p>School Comments 2020-2021</p>	<p>Despite the pandemic, La Academia continued its Professional Development initiatives virtually in SY21:</p> <ol style="list-style-type: none"> 1. Responsive Classroom PD's to support the management of behavior in the virtual modality 2. Adapting Kagan for Distanced Learning also ensured student engagement, grade level content support and language development in the ZOOM, as well as the in-person hybrid classroom. 3. Innovative Circles on: Building virtual classrooms; Neopad; Jamboard; Kahoot; Bamboozle; Brain Pop- to name a few 4. Administering MAP, DIBLES, Small Group Skill Focused Instruction & Smarter Balanced During COVID 5. 'Thinktific' Courses: <ul style="list-style-type: none"> • Responsive Classroom 101 • RTI Strategies in the Virtual World • Strengthening Tier 1 Instruction for Reading & Math • AAACS Student Support Team Supporting Whole Child Growth • Responsive Classroom: The First 6 Weeks and You • Creating a Culture of UNIDOS - Creating a Culture of UNIDOS <ul style="list-style-type: none"> • https://docs.google.com/presentation/d/1Bu2I9qg42s6YDveT9KDTu-uoJY46c824tHdiXdbbvvgk/edit?usp=sharing (https://docs.google.com/presentation/d/1Bu2I9qg42s6YDveT9KDTu-uoJY46c824tHdiXdbbvvgk/edit?usp=sharing) • Responsive Classroom and You! - Responsive Classroom and You! • https://docs.google.com/presentation/d/1YoBnbznS75-_zYwXBnXnP4M0Gd47uDJ6e0_LsHmKto8/edit?usp=sharing (https://docs.google.com/presentation/d/1YoBnbznS75-_zYwXBnXnP4M0Gd47uDJ6e0_LsHmKto8/edit?usp=sharing) • Creating Connections: Looking Back to Move Forward- Creating Connections: Looking Back to Move Forward • https://docs.google.com/presentation/d/1KZQZQyS66NYLiD-j18G146gn9ZyJPHaaF-tBjd24FgM/edit?usp=sharing (https://docs.google.com/presentation/d/1KZQZQyS66NYLiD-j18G146gn9ZyJPHaaF-tBjd24FgM/edit?usp=sharing) • Relationship Building: Proactive Prevention- Relationship Building: Proactive Prevention Should be • https://docs.google.com/presentation/d/1CoFUb9r0Cxkts5yQ_TNRcExnMh7HBABFoZmv6ZfyLjQ/edit?usp=sharing (https://docs.google.com/presentation/d/1CoFUb9r0Cxkts5yQ_TNRcExnMh7HBABFoZmv6ZfyLjQ/edit?usp=sharing) • Health & Safety Video Series for Staff & Faculty- Health & Safety Video Series for Staff & Faculty • https://drive.google.com/drive/folders/1jKYHy5ejdFL6ohae1h8G4Jutkjgsm7tq?usp=sharing (https://drive.google.com/drive/folders/1jKYHy5ejdFL6ohae1h8G4Jutkjgsm7tq?usp=sharing)
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**School
Comments
2019-2020**

Over SY20, La Academia’s professional development plan focused on increasing student engagement, further strengthening our RTI framework, developing teacher skills in small group skill focused instruction, advancing math skills, closing the learning gaps in ELA and establishing best practices in classroom management appropriate to student needs. Initiatives included:

1. In SY20, **95 Percent Group** (www.95percentgroup.com (<http://www.95percentgroup.com>)), a nationally recognized leader in reading development and improvement, continued to work with La Academia to help solidify an RTI framework. It continued to provide training in foundational reading skills for K-2 teachers and onsite coaching to equip faculty with researched- based diagnostic assessments and instructional materials to assist with improving reading skills for students in Tiers 2 & 3. During SY20, 95 Percent Group added third grade to its repertoire to support these teachers in pinpointing student skill deficits in our students taking Smarter Balanced and providing coaching and strategies for targeted small-group instruction.
2. In the fall of 2019, **McGraw Hill** also provided professional development for our *Wonders/Maravillas & Mis Matematicas* curriculum. During SY20, a representative from the organization worked with teachers during PLC’s to ensure teacher and student success on the digital platform and the use of its digital resources.
3. DDOE’s **Delaware Early Literacy Initiative (DELI)** started with La Academia in September SY19. In SY20, DELI continued to provide high-quality training and on-site coaching in effective literacy practices for all students (Tier 1) to improve literacy outcomes for all students, including students with disabilities and English Learners (ELs) in kindergarten through second grade.
4. During SY19, **Imagine Learning Language & Literacy**, an award-winning digital literacy program, was piloted in grades 3-5. In SY20, licenses were purchased for all students in grades K-5, and professional development was provided throughout the year to ensure high quality delivery and effective interpretation of IL data in PLC’s and in the classroom.
5. In SY19, La Academia took first steps in becoming a **Kagan** Model School. Kagan provided two foundational onsite professional development trainings in research-based instructional strategies for improving student engagement, academic achievement, and student social outcomes. In SY20, Kagan returned and provided its third training for K-5 teachers. In the summer of 2020, our Academic Dean, along with a cadre of teachers, was going attend the Kagan Instructional Leadership Institute. Due to the pandemic, she, and the group, were unable to attend. Due to the uncertainty of the pandemic Future plans to go are still being determined
6. To further support teachers with developing student Math skills, in SY20 La Academia purchased licenses for all students K-5 in **Dreambox**, an elementary math software solution that adapts to individual student learning needs, provides personalized instruction to include intervention through enrichment and aligns to the Common Core Standards. Professional development was provided during the SY19, when it was piloted, and again in SY20 to ensure excellence in interpretation of data use and delivery.
7. During SY20, a consultant for **Responsive Classroom**, an evidenced based approach to teaching that focuses on engaging academics, building community and effective classroom management returned to La Academia to continue to strengthen school culture. Weekly, the coach/consultant continued to work with teachers to support and strengthen classroom management skills and reduce disruptions to instruction. Teachers were observed, engaged in debriefs and were supported with implementing new classroom strategies. Following teacher debriefs, the Responsive Classroom coach/consultant would meet with school leaders to ensure appropriate in-house support for teachers. Feedback and observation data continued to determine professional development opportunities. In May 2020, a school wide assessment would have taken place, however the pandemic prevented this from happening.

Despite the pandemic, however, Responsive Classroom professional development continued to support the management of behavior in the virtual modality. Please click on the following link to see the menu of online trainings that were created for faculty and staff across the organization including teachers, bus drivers, cafeteria workers, paraprofessionals, SPED and leadership during the spring of 2020: <https://drive.google.com/file/d/1iNU21o76tPluXMG4G917WG6KV9WRYAyo/view?usp=sharing> (<https://drive.google.com/file/d/1iNU21o76tPluXMG4G917WG6KV9WRYAyo/view?usp=sharing>)



<p>School Comments 2018-2019</p>	<p>Over the 2018-2019 / 2019-2020SY's, La Academia's professional development plan has focused on increasing student engagement, developing an RTI framework, strengthening small group skill focused instruction, advancing math skills, closing the learning gaps in ELA and establishing best practices in classroom management developmentally appropriate to student needs through the following initiatives:</p> <ol style="list-style-type: none"> 3. In 2018-2019, 95 Percent Group (www.95percentgroup.com), a nationally recognized leader in reading development and improvement, was invited to La Academia to help create an RTI framework. As a result, it provided initial training with foundational reading skills for K-2 teachers, onsite coaching three times during the year and equipped teachers with researched-based diagnostic assessments and instructional materials to assist with improving reading skills for students in Tiers 2 & 3. During the 2019-2020SY, 95 Percent added third grade to its repertoire while continuing to support teachers in pinpointing student skill deficits and providing coaching and strategies for targeted small-group instruction. 4. In 2018-2019, we also welcomed two Reading Assist AmeriCorps members to work with our most seriously challenged readers - delivering high quality, multisensory reading instruction five days per week/45 minutes per day. 5. DDOE's Delaware Early Literacy Initiative (DELI) started with La Academia in September 2018. DELI continues to provide high-quality training and on-site coaching in effective literacy practices for Tier 1 to improve literacy outcomes for all students, including students with disabilities and English Learners (ELs) kindergarten through second grade. 6. In the 2018-2019SY, Imagine Learning, an award-winning digital literacy program, was piloted in grades 3-5. In 2019-2020SY, licenses were purchased for all students in grades K-5, and professional development is being provided to ensure high quality delivery in the classroom. 7. In the 2018-2019SY, La Academia took first steps in becoming a Kagan Model School. Kagan provided two foundational onsite professional development trainings in research-based instructional strategies for improving student engagement, academic achievement, and student social outcomes. In 2019-2020 Kagan returned and provided its third training for K-5 teachers. In the summer of 2020, our Academic Dean will attend the Kagan Instructional Leadership Institute. Meanwhile, one internal Kagan coach has been selected among teachers. She attended the Kagan Coaching training for teachers in the summer of 2019. 8. Math Solutions professional development was also added in 2018-2019. Math Solutions provided one foundational workshop and four onsite coaching visits to help teachers with planning number-sense routines and math learning stations. 9. To further support teachers with developing student Math skills and closing achievement gaps, in 2018-2019 La Academia piloted Dreambox, an elementary math software solution that adapts to individual student learning needs, provides personalized instruction to include intervention through enrichment and aligns to the Common Core Standards. The pilot was so successful that in 2019-2020 we purchased licenses for students in all grades and provided professional development for teachers that was immediate, relevant, and actionable. 10. During the 2018-2019SY Responsive Classroom, an evidenced based approach to teaching that focuses on engaging academics, building community and effective classroom management was reintroduced at La Academia as a way of continuing to build school culture. Weekly, an on-site coach worked with teachers to support and strengthen classroom management skills and reduce disruptions to instruction. Teachers were observed, debriefed and strategies were implemented. Following debriefs, Responsive Classroom coaches met with school leaders to ensure appropriate in-house support for teachers. Feedback and observation data determined professional development opportunities. In May 2019, a school wide assessment took place and we learned that 571 out of 604 students during the 2018-2019 had zero (0) referrals and approximately 95% of students at La Academia accrued zero (0) referrals for the school year. <p>The 2019-2020SY began with an all-faculty Responsive Classroom training. In addition, the Culture and Operations Team at AAACS became certified in Nonviolent Crisis Intervention (CPI). During this training, the team planned and discussed organizational policies and procedures to support the academic and social-emotional growth of its students. As a result of this training, all bus drivers, bus aides and school personnel who interact with students were trained to ensure a developmentally responsive learning environment for students in classroom / non- classroom spaces and best practices regarding professional standards were established.</p>
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Pdf document uploaded to preserve formatting.

Applicant Evidence :

<p>84-PD.pdf</p>

Uploaded on **9/30/2022** by **Deborah Rodenhouser**

Q85.

Review the table above with the school's teacher retention trends.

Describe the school's plans to monitor and minimize teacher attrition rates. Provide information about why teachers leave the school.



In SY22, La Academia retained 85% of its teachers – maintaining a 20% increase of its teachers over the past three years.

Reasons for teachers leaving:

- One teacher resigned immediately following her FMLA
- Two teachers left for more money in higher paid districts
- One teacher was not contracted for SY23 due to poor performance
- Two teachers moved out of state
- One teacher left to continue her doctoral studies

To continue to attract and retain HQ teachers, La Academia remains committed to the following:

- Yearly administration of the Group Management Questionnaire (GMQ) to strengthen school culture and help identify organizational benchmarks and priorities
- Stable leadership
- Fair system of Teacher Evaluations- one in which teachers learn and grow in competencies
- Initiatives to support a positive school climate (Sunshine Club etc.)
- A focus on hiring for cultural fit, as well as highly qualified teachers (HQT)
- A commitment to revisiting our salary scale yearly to ensure La Academia remains as competitive as possible
- Strengthening initiatives to celebrate/recognize teachers throughout the school year


Q86. Describe how the school's professional development plans have evolved over the course of the charter term to support teachers and leadership.

Over the course of the charter, La Academia's professional development plans have evolved teachers and leadership. Professional learning opportunities are aligned to La Academia's mission, vision, values, academic program with a focus in strengthening our Tier 1 instruction and best practices. This provides teachers and leaders with a deeper understanding of the curriculum, instructional resources, and has a positive impact on student learning, as well as the culture and climate of our school.

Q87. Describe how the school's completion of educator evaluations has evolved over the course of the charter term.

Word document uploaded to preserve formatting

Applicant Evidence :


87-Teacher Eval.docx

Uploaded on **9/30/2022** by **Deborah Rodenhouser**

3.8. Closure Requirements

Q88. Describe the school's plan for procedures it will follow in the event of the closure or dissolution of the school. The plan should, at a minimum, address each of the following areas:

- Current balance of contingency reserve funds to be used to cover accrued expenses including summer pay obligations (identify estimated amount for the 2016-17 school year), final audit (identify estimated cost), and other expenses typically incurred by June but paid in July or thereafter.
- If the current contingency reserve balance is insufficient to cover the estimated costs identified above, discuss the school's plan for ensuring the required funds are set aside, including the timeframe for meeting this requirement.
- Identification of the individuals responsible for handling the school's final closeout activities after closure or dissolution (i.e., who will process any final payments, coordinate the final audit, etc.).



In the event AAACS would need to close the school, the uploaded framework outlines the items to be addressed.

Framework for Closure Plan is uploaded.

In addition the following three areas will be addressed:

- Current balance of contingency reserve funds to be used to cover accrued expenses including summer pay obligations (identify estimated amount for the 2022-2023 school year), final audit (identify estimated cost), and other expenses typically incurred by June but paid in July or thereafter.
 - At the end of FY2022, the school's unencumbered cash balances were local funds of \$2,040,873 and state funds of \$684,487. The combined unencumbered cash balance was \$2,725,360.
 - At the close of FY2022, the combined summer payroll accrual for state, local and federal funds was \$1,159,930. Additionally, as of June 30, 2022, the school had accounts payable of \$100,984. The estimated cost of the final audit (audit, Single Audit, and Form 990) would be \$20,000.
 - Due to the school's expansion, by the end of FY2025 the size of our faculty and staff will increase approximately 30%. Consequently, our summer pay obligations will also increase. Adjusted for the growth in staffing, salary increases, and inflation, our summer payroll obligations are estimated to be \$1.907 million by the end of FY2028.
 - Our current unencumbered cash balances are sufficient to cover the combined cost of the estimated summer payroll obligation in FY2028, accounts payable, and the cost of the final audit.
- If the current contingency reserve balance is insufficient to cover the estimated costs identified above, discuss the school's plan for ensuring the required funds are set aside, including the timeframe for meeting this requirement.

N/A

- Identification of the individuals responsible for handling the school's final closeout activities after closure or dissolution (i.e., who will process any final payments, coordinate the final audit, etc.).

The School's Business Manager and Finance Specialist will process final payments and coordinate the final audit. These activities will be supervised by the Board of Directors' Treasurer.

Applicant Evidence :


88-School Closure Framework.pdf

Uploaded on **9/22/2022** by **Deborah Rodenhouser**



4. Financial Performance

4.1. Financial Performance

Note: Please utilize the hyperlink in this sentence for more information about the Financial Performance Framework (<https://www.doe.k12.de.us/Page/2626>).

Financial Performance Framework Ratings	Near Term Indicators				Sustainability Indicators				Financial Management and Oversight	Overall Rating
	Current Ratio	Days Cash	Enrollment Variance	Default, Loan Covenants, & Debt Service Payments	Total Margin	Debt Asset Ratio	Cash Flow	Debt Service Coverage Ratio		
Year	1a	1b	1c	1d	2a	2b	2c	2d	3	
2018-2019	M	AS	M	M	M	M	M	M	M	Meets Standard
2019-2020	M	M	M	M	AS	M	M	M	M	Meets Standard
2020-2021	M	M	M	M	M	M	M	M	M	Meets Standard
2021-2022	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD

DOE Summary:

La Academia has consistently met standard on the overall financial framework over the course of the charter.

Q89. School's financial performance over the current charter term

School Comments 2020-2021

La Academia met standard for this metric and will continue to adhere to the policies and procedures of the First State Financial Management System.

School Comments 2019-2020

La Academia met standard for this metric and will continue to adhere to the policies and procedures of the First State Financial Management System.

School Comments 2018-2019

La Academia continues to meet standard in the overall rating for Financial Performance. The day's cash is approaching standard due to planned capital expenditures and additional staff hires during the 2018-2019SY. While the cash balance did show an increase, additional funding was utilized for leasehold improvements and additional teachers to support and strengthen academic programming. La Academia budgets conservatively taking into consideration both revenue and expenses as our program grows. Finances are consistently monitored and reviewed in depth each month at its CBOC meetings with a representative of the DDOE in attendance. The monthly review allows the board and school administration to identify any areas of concern and project financial activity for the remainder of the year.

La Academia anticipates we will continue to meet the standard for this metric and will continue to adhere to the policies and procedures of the First State Financial Management System.



Q90. Financial practices that the school has implemented to improve the school's financial outcomes

School Comments 2020-2021	The school met standard and was not required to comment on this section.
School Comments 2019-2020	N/A for 2019-2020
School Comments 2018-2019	While the cash balances did grow, days cash was impacted by the need to hire additional staff and make leasehold improvements. The monthly budget review, as well as the addition of a Director of Facilities, will continue to help us in our efforts to project manage and minimize maintenance and capital improvement costs.

We anticipate we will continue to meet the standard.

Q91. Below is the measure(s) where the school did not meet the standard. You are invited to make a response.

School Comments 2020-2021	Met all standards. No comment.
School Comments 2019-2020	See the annual report for 2019-2020 (chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://www.doe.k12.de.us/cms/lib/DE01922744/Centricity/domain/368/annualreports/2019-20%20annual%20reports/AAA%20Annual%20Report%20Final%20Version%20SY%202019-2020_6%204%2021.pdf) for the school's comments
School Comments 2018-2019	See the annual report for 2018-2019 (chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://www.doe.k12.de.us/cms/lib/DE01922744/Centricity/domain/368/annualreports/Academia%20Annual%20Report%202018-19.pdf) for the school's comments.

La Academia expects to continue to meet all standards.

Q92. Describe the school's financial performance over the current charter term. (This section is for the school to address any overall rating where the school has not met standards. The school will be able to address individual metrics in the sections below.)

N/A

Q93. Identify changes to Financial practices that the school has implemented to improve the school's financial outcomes.

Our financial practices remain unchanged.

Q94. Address any measure where the school did not meet the standard or is approaching standard.

N/A

Q95. Performance Agreement Financial Performance Expectations By September 2022, our expectation is to achieve the overall rating of "Meets or Exceeds Standard" as measured by the Financial Performance Framework. Each year, we will be on track to demonstrate economic viability and achieve our financial performance expectation. This progress will be monitored through our annual performance review.

DOE Summary:
La Academia has consistently met standard on the financial performance framework.



School Comments 2020-2021	The school's overall financial rating is Meets Standards. La Academia met all Financial Performance standards, including days' cash. We are committed to continuing to demonstrate economic viability and achieving our financial performance expectations.
School Comments 2019-2020	The school's overall financial rating is Meets Standards. La Academia met all Financial Performance standards, including days' cash. We are committed to continuing to demonstrate economic viability and achieving our financial performance expectations.
School Comments 2018-2019	La Academia continues to meet all Financial Performance standards except days cash. We will continue to provide oversight of expenses and revenue to ensure we remain financially viable and stable. As capital expenditures are minimized, we are certain we will meet the expectations for days cash going forward. We are committed to maintaining La Academia's financial performance.

We anticipate the school's overall financial rating will continue to meet the standard. We will continue to provide oversight of expenses and revenue to ensure we remain financially viable and stable.

Q96. How the school developed and implemented a corrective action plan in response to audit findings (if applicable)

DOE Summary:
Not applicable.

School Comments 2020-2021	Not applicable.
School Comments 2019-2020	Not applicable.
School Comments 2018-2019	Not applicable.

N/A

Q97. Discuss the school's financial performance based on its approved Performance Agreement.

La Academia has worked hard to achieve meeting the standard as articulated in the Financial Performance Agreement. Given the relocation of the school, along with expanding grade levels over three years, we acknowledge focused vigilance will be required to monitor our revenues and expenses. We also understand our increased expenses over these next few years will require increased cash reserves.

Q98. Describe how the school developed and implemented a corrective action plan in response to audit findings (if applicable).

N/A

Q99. Appendix 11: Upload a Summary of Findings from Independent Audits (if applicable)



Upload Required File Type: pdf, image, excel, word, text Max File Size: 30 Total Files Count: 10

Applicant Comments :

We are awaiting Final FY22 Audit Report; draft FY22 report is uploaded (Appendix11)

FY21 Audit Findings Summary uploaded

Applicant Evidence :

	
FY21-Audit Findings-Summary.pdf	FY22-Academia Antonia Alonso CS D...
Uploaded on 9/29/2022 by Deborah Rodenhouser	Uploaded on 9/30/2022 by Deborah Rodenhouser

Q100. Appendix 12: Upload a Final Fiscal Year 2022 Revenue & Expenditure Budget Report in the prescribed Department format



Upload Required File Type: pdf, image, excel, word, text Max File Size: 30 Total Files Count: 10

Applicant Comments :

Appendix 12 Uploaded.

The FY22 revenue budget included \$525,713 from our cash reserves to help cover relocation/renovation expenses.

In our expenditures budget, there is a \$1.1million dollar payment to our new landlord for leasehold improvement. This payment is included in the expenditure budget under 'Other Expenses.'

Applicant Evidence :


AAACS- FY2022 June 2022 EOY Financ...

Uploaded on **9/29/2022** by **Deborah Rodenhouser**


Q101. Appendix 13: Upload an Approved Preliminary Fiscal Year 2023 Budget in the prescribed Department format

Upload Required File Type: pdf, image, excel, word, text Max File Size: 30 Total Files Count: 10

Applicant Comments :

Appendix 13 uploaded

Applicant Evidence :


AAACS- FY2023 Preliminary Budget.pdf

Uploaded on **9/29/2022** by **Deborah Rodenhouser**


Q102. Appendix 14: Upload a Fiscal Year 2022 Audited Financial Statements (if final report is not available, a draft version is acceptable until final version is completed)

Upload Required File Type: pdf, image, excel, word, text Max File Size: 30 Total Files Count: 10

Applicant Comments :

Draft FY22 Audit Uploaded

Applicant Evidence :


FY22-Academia Antonia Alonso CS D...

Uploaded on **9/30/2022** by **Deborah Rodenhouser**

Q103. Appendix 15: Upload A list of all due process settlements (if applicable) and financial impact.

Upload Required File Type: pdf, image, excel, word, text Max File Size: 30 Total Files Count: 20

Applicant Comments :


La Academia has no due process settlements

Q104. If the projected enrollment is increasing or decreasing by 5% or more over the term of the charter, please include a separate written justification for the modification request as well as budget documents reflecting the new enrollment figures.

The projected enrollment over the next charter term is not expected to exceed more than 5% over the approved enrollment. The 5-year enrollment - in accordance with the approved Major Modification - has also been uploaded.



Applicant Evidence :


Projected Enrollment 5-year.pdf

Uploaded on **9/22/2022** by **Deborah Rodenhouser**



5. Innovation

Q105.School's innovative practice(s) that could be replicated at other schools in Delaware

<p>School Comments 2020-2021</p>	<p>La Academia's SY21 Summer School and Use of the Bracken La Academia provided incoming Kindergarten through fourth graders the opportunity to attend our summer program to promote learning acceleration with a focus on English Language Arts and Math in the morning, and Physical Wellness in the afternoon. The After School Recreation Program included soccer, capoeira, gymnastics, tennis, field hockey, basketball, recreational games, and team building through board games. Bracken testing was utilized to identify students who were missing basic Kindergarten Readiness skills. It measures a child's exposure to concepts necessary for learning at school. It is used at La Academia to assess children's knowledge of "readiness" concepts and is developmentally sensitive to children's basic concept acquisition and receptive language skills. The Bracken provides teachers an early diagnostic that enables them to strategically group their students for Kagan and identify learning gaps for early intervention.</p> <p>CURRICULUM:</p> <ul style="list-style-type: none"> • Language Arts: Reading A-Z: Leveled readers (English & Spanish); phonics, fluency, and comprehension components; pre & post benchmark assessments. READING ASSIST will be included. 90 minutes - 60 minutes' instruction and 30 minutes independent learning platforms. • Math: McGraw Hill Strategic Intervention Program (English); focus on 4 operations; pre & post assessments. 90 minutes' instruction - 60 minutes' instruction and 30 minutes independent learning platforms. Additional Information: • Capacity—approximately 100-120 students. * <p>After School Recreation Program is available from 2:00-5:00 pm. *ESY ran simultaneously.</p> <ul style="list-style-type: none"> • Teaching Assistants from Westtown School in classrooms (in planning process). • Reading Assist Staff for one-on-one reading services. <p>2. La Academia Partnerships</p> <ul style="list-style-type: none"> • University of Delaware's Nursing Program- to support the nursing department at La Academia while giving UD students learning opportunities in nursing and practice for nursing students with Spanish minors • The Health for All program (University of Delaware initiative) to support La Academia students and families with dental screenings and wellness checks. The Health for All program also provided a vaccination clinic for our staff, faculty and parents. • Westtown School Partnership- to help Westtown students meet their community hours while supporting La Academia initiatives like Adopt-a- Student. • Delaware Art Museum- provided virtual trips to the museum for students K-5 was a creative solution to enrich their learning during a very challenging school year. <p>3. The Group Management Questionnaire (GMQ) - Due to our inability to gather as a community during COVID-19, we did not administer the GMQ during SY21, but instead continued to problem solve both short-term and long-term issues identified in SY20's GMQ.</p> <p>4. Outdoor Food Pantry - available for parents 24/7 with culturally relevant nutritional items (Goya Products, beans, rice, oil etc.)</p> <p>5. Parent University Because La Academia is a proponent of the care and support of the whole child, in SY21 the Culture Team also extended its reach to students' families via an initiative known as Parent University. Parent University is a community collaborative to help families become full partners in their children's education. La Academia partners with community agencies and organizations to offer free information sessions, family events and activities that will equip families with new or additional skills, knowledge, resources and confidence. Parent University offers free, informative content to parents, guardians and caregivers that are aligned to the following four areas:</p> <ol style="list-style-type: none"> 1.Parenting Awareness - Workshops in this area explore how parents can support their child's academic opportunities as well as challenges children may face during these unprecedented times in education. 2.Helping Your Child Learn in the 21st Century - Workshops in this area are designed to empower parents to raise confident, educated children ready for the 21st century. 3.Health and Wellness - These offerings provide information and activities to help families build healthy lifestyles - physically and emotionally. 4.Personal Growth and Development - These workshops are designed to help parents grow personally and professionally so they can become the most effective advocate for their child. From September 2020 through June 2021, La Academia's Culture Team worked in partnership with the University of Delaware's Health for ALL Initiative to bring the following topics to life for exploration and discussion on a bi-weekly basis during Parent University workshops: <ul style="list-style-type: none"> • COVID - 19 Facts and Myths • Vaccines and Immunizations • Mindfulness and Anxiety • Let's Talk about Gratitude and Thankfulness • WASHING HANDS 101
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- Sleep Hygiene and Dental Care
- Self-Care: Preventing Parent Burn Out
- DHS: Career Readiness and Job Opportunities
- Together We Can: Building a Stronger Relationship with Your Child
- Trauma and the Brain
- Eating Healthy on a Budget
- Stress and Healthy Coping
- Mindfulness: Practicing Mindfulness
- Internet Safety and Your Children
- Creating Connections Thru Kindness
- Celebrating the Inaugural Class of Parent University Despite Parent University sessions being held virtually during SY21, La Academia graduated approximately 30 parents from Parent University

<p>School Comments 2019-2020</p>	<p>See the annual report for 2019-2020 (chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://www.doe.k12.de.us/cms/lib/DE01922744/Centricity/domain/368/annualreports/2019-20%20annual%20reports/AAA%20Annual%20Report%20Final%20Version%20SY%202019-2020_6%204%2021.pdf) for the school's comments</p>
<p>School Comments 2018-2019</p>	<p>See the annual report for 2018-2019 (chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://www.doe.k12.de.us/cms/lib/DE01922744/Centricity/domain/368/annualreports/Academia%20Annual%20Report%202018-19.pdf) for the school's comments.</p>

Describe the school's innovative practice(s) that could be replicated at other schools in Delaware. Please include the data that supports the success of these practice(s).

Word document uploaded to preserve formatting

Applicant Evidence :


<p>105-Innovative Practices-uploaded.d...</p>

Uploaded on **9/25/2022** by **Deborah Rodenhouser**



6. Five-Year Planning

6.1. Projected Enrollment

Q106.Fill out the five-year enrollment chart by grade level (see Resources). Ensure that the chart allows for the natural progression of students from year to year.

- Note: This will become the school's authorized enrollment for the new charter term.
- Note: An increase or decrease in enrollment exceeding 5%, but less than 15%, is considered a minor modification of the school's charter. 14 Del. Admin. C. § 275.9.9.1.4. An increase or decrease in enrollment exceeding 15% is considered a major modification of the school's charter, which requires a review by the Charter School Accountability Committee and the assent of the State Board of Education. See 14 Del. C. § 511(b) (2); 14 Del. Admin. C. § 275.9.8.1.3. As such, **if the projected enrollment is increasing or decreasing by 5% or more over the term of the charter, the school is required to submit a Charter Modification Application (<https://www.doe.k12.de.us/Page/4361>) including budget sheets, and a budget narrative reflecting the new enrollment figures.**


Upload Required File Type: excel Max File Size: 30 Total Files Count: 20

Applicant Comments :


The 5-year projected enrollment is **not expected to increase in excess of 5%**

Projected enrollment chart is uploaded.

Resources


Projected Enrollment.xlsx

Applicant Evidence :


Projected Enrollment 5-year.xlsx

Uploaded on **9/22/2022** by **Deborah Rodenhouser**

6.2. The school's plans for the next five years of the charter

(Note: The school's responses to the next 4 questions in this section will be used to populate the Academic Performance section of the school's new Performance Agreement.)

Q107.Explain how the school's Board and School Leadership Team will measure and evaluate the academic progress of individual students, student cohorts, and the school as a whole throughout the school year, at the end of each academic year, and for the term of the charter contract.

Word document uploaded to preserve formatting

Applicant Evidence :


107 - 5-year plan-dr-uploaded.docx

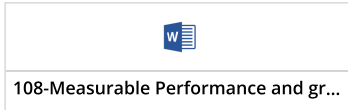
Uploaded on **9/26/2022** by **Deborah Rodenhouser**

Q108.Outline the clearly measurable annual performance status and growth goals that the school will set over the course of the next charter term in order to monitor and evaluate its progress accelerating student achievement. Include information about proposed school's student performance goals and the DSSF.

Word document uploaded to preserve formatting



Applicant Evidence :



108-Measurable Performance and gr...

Uploaded on **9/30/2022** by **Deborah Rodenhouser**

Q109. Describe the student performance standards for the school as a whole.

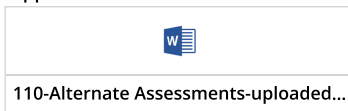
La Academia's mission is to inspire children to become joyful, confident, creative, bilingual learners. The school's major objective is to prepare every student to demonstrate proficiency and/or growth toward proficiency in ELA and Math, CCSS, NGSS, and Delaware Standards for Social Studies, and to enable all students (both Spanish-dominant and English-dominant) to achieve proficiency in both languages.

Further, La Academia's community works to develop a culture of respect and collaboration based on our UNIDOS character traits (Unity- Never Give Up-Integrity- Discovery- Ownership-Success). La Academia's UNIDOS character traits fuse social-emotional learning with academic learning to create the optimal environment for SUCCESS.

Q110. In addition to the State's mandatory assessments, identify the primary interim assessments that the school will use to assess student learning needs and demonstrate academic progress throughout the year. Explain how these interim assessments align with the school's curriculum, performance goals, and Delaware Content Standards (Common Core State Standards in English Language Arts, Mathematics, and Next Generation Science Standards).

Word document uploaded to preserve formatting

Applicant Evidence :



110-Alternate Assessments-uploaded...

Uploaded on **9/27/2022** by **Deborah Rodenhouser**

Q111. Explain how the school will collect and analyze student academic achievement data, use the data to refine and improve instruction, and report the data to the school community. Identify the person(s), position(s), and/or entities that will be responsible and involved in the collection and analysis of assessment data.

The two Deans of Curriculum and Instruction, the Data Analyst, Math Coach, and the externally contracted Reading Coach are responsible for generating data reports from universal screeners, diagnostic assessments, Imagine Learning Platforms, and SBAC in order to analyze student academic achievement data. MAP and Imagine Learning Platforms provide progress reports that can be reported in the aggregate and individual student reports are generated for parents.

In PLCs, grade-level teams analyze student achievement data to gain insight into student progress, curriculum effectiveness, instructional strategies, and determine academic interventions. A robust Tier I Toolkit supports teachers in bringing out the best in their students by meeting their academic needs in the general education classroom. Furthermore, the MTSS team uses student academic achievement data to design intervention plans for struggling students at Tier 2 or 3 which include specific baseline data, learning targets, type and frequency of intervention, and progress monitoring data collection to determine student progress toward identified targets.

Q112. Describe the corrective actions the school will take, pursuant to 14 Del. C. § 512(5), if it falls short of student academic achievement expectations or goals at the school-wide, classroom, or individual student level. Explain what would trigger such corrective actions and who would be responsible for implementing them.

La Academia's MTSS team has a systematic approach that assists our instructional staff in identifying our students' academic challenges and providing differentiated support based on individual student needs.

Data generated from universal screeners, diagnostic assessments, Imagine Learning Platforms, MAP, curriculum-based assessments, and SBAC provides the necessary information to identify evidence-based academic interventions at the different Tier levels.

The two Deans of Curriculum and Instruction, the Data Analyst, the Math Coach, the externally contracted Reading Coach and the board can monitor student progress by individual student, growth comparisons, subgroups, school-wide, and as compared to state and national norms.

Q113. Describe how state data systems will be used and monitored to support informed decision-making in the areas of academic performance, organizational management, and financial viability. Include any coordinated professional development intended to sustain these processes.



The MTSS team, the instructional staff, and the board are responsible for sustaining the school's decision-making in academic performance, organizational management, and financial viability. The board and school leaders closely monitor state-level data systems, including La Academia's Delaware School Report Card, to assess the school's status.





Universal screeners, diagnostic assessments, Imagine Learning Platforms, curriculum-based assessments, and WIDA results will provide continuous academic data to give the board and staff sufficient time to make mid-course corrections.

The board and school leadership will use available data reports on the school's organizational and financial performance to guide its decision-making. The board, business manager, and school leader monitor the school's incremental organizational and financial performance. The board engages in two retreats yearly, sometimes with external consultants such as DANA (Delaware Alliance for Nonprofit Advancement), to develop, strengthen, and main processes.

Q114. Describe how the School Leadership Team will oversee and monitor compliance with statutory requirements as measured by the Organizational Framework. Include any additional organizational goals and targets that the school will have. State the goals clearly in terms of the measures or assessments that the school plans to use.

Please see uploaded documents

Applicant Evidence :

			
114-LT Oversight-Monitor Statutory R...	114-FY2022FinalMonitoringReports-e...	114-Sp.Ed.Compliance-Findings Lette...	114-Sp.Ed. Compliance Monitoring Al...
Uploaded on 9/28/2022 by Deborah Rodenhouse	Uploaded on 9/28/2022 by Deborah Rodenhouse	Uploaded on 9/28/2022 by Deborah Rodenhouse	Uploaded on 9/28/2022 by Deborah Rodenhouse


Q115. Provide detailed information on the school's plan for any changes or improvements to its facility for the five years of the next charter renewal term. The plan should include an adequate and detailed financial arrangement and timeline for the proposed facility improvements.

Based on the approved Major Modification (May 2022), La Academia has relocated to its new facility at 300 N Wakefield Dr, Newark, DE 19702. Over the course of the next charter term, we look forward to expanding our curricular offerings by outfitting our science, technology, STEAM, art, and music labs, classrooms, and playground to better serve our student's academic, social-emotional and physical well-being.

Q116. Provide detailed information on the board's plan to assess its performance annually and hold itself accountable for achieving its goals and govern effectively.

Word document uploaded to preserve formatting

Applicant Evidence :


116-Plan for Board Performance-Acc...
Uploaded on 9/27/2022 by Deborah Rodenhouse

Q117. Number of school attendance days (2023-2024)

Total number of student days is 166

Total number of teacher days is 186

Q118. Number of full days (2023-2024)

Total number of student full days is 166

Total number of teacher full days is 186

Q119. Number of half days (2023-2024)

La Academia does not schedule half days in its calendar.

Q120. Number of instructional hours in a day (2023-2024)

Number of instructional hours in a full day is 6.5

Q121. Number of hours in a full day (2023-2024)



6.5 Hours in a full student day (2023-2024).

Q122.Number of hours in a half day (2023-2024)

3.75 hours in a half-day, however, La Academia does not schedule half-days during their calendar year.



7. Compliance certification statement

Q123. The Board of Directors of this charter school certifies that it will materially comply with all applicable laws, rules, regulations, and provisions of the charter relating to the education of all students enrolled at the school. We have reviewed the Delaware Charter Law (14 Del. C. Ch. 5) and 14 DE Admin. Code § 275 in Department of Education regulations (Regulation 275), and have based the responses in this renewal application on the review of these documents. Signature of the Chairperson of the Board of Directors (or designated signatory authority)

Signature

Applicant Comments :

AAACS Board President signature scan uploaded

Applicant Evidence :



Maria Alonso Signature-new pdf.pdf

Uploaded on **9/29/2022** by **Deborah Rodenhouser**

Q124. Name of the Chairperson of the Board of Directors (or designated signatory authority)

Dr. Maria Alonso

Q125. Title (if designated)

AAACS Board of Directors, President

Q126. Date of Signature

Fri Sep 30 2022 (Eastern Daylight Time) 



8. Renewal Application Certification Statement

Q127. I hereby certify that the information submitted in this application for renewal of a charter school is true to the best of my knowledge and belief; that this application has been approved by the school's Board of Directors; and that, if awarded a renewed charter, the school shall continue to be open to all students on a space available basis, and shall not discriminate on the basis of race, color, national origin, creed, sex, gender identity, ethnicity, sexual orientation, mental or physical disability, age, ancestry, athletic performance, special need, proficiency in the English language or a foreign language, or prior academic achievement. This is a true statement, made under the penalties of perjury.

Signature: Chairperson of Board of Directors (or designated signatory authority)

Signature

Applicant Comments :

Board President Signature Scan attached

Applicant Evidence :


Maria Alonso Signature-new pdf.pdf

Uploaded on **9/29/2022** by **Deborah Rodenhouser**

Q128. **Date of signature**

Fri Sep 30 2022 (Eastern Daylight Time) 

Q129. **Name of Chairperson of Board of Directors (or designated signatory authority)**

Dr. Maria Alonso

Q130. **Title (if designated)**

AAACS Board of Directors, President

Q131. **Date of approval by board of directors**

Fri Sep 30 2022 (Eastern Daylight Time) 



9. Performance Agreement Template

Q132. Complete the Performance Agreement Template (see Resources) in conjunction with the Department of Education should the school be renewed by the Secretary with the assent of the State Board of Education.

Upload Required File Type: pdf, word Max File Size: 30 Total Files Count: 1

Applicant Comments :

AAACS Performance Agreement uploaded

Resources


Performance Agreement Template.d...

Applicant Evidence :


AAA Performance Agreement Templ...

Uploaded on **9/30/2022** by **Deborah Rodenhouser**

Q133. I have completed this renewal application to the best of my ability and to the extent of my knowledge.

- I agree

Final Status

- Reject Approve

Approver Comments

Enrollment and Demographic Info Table

	2018-2019	2019-2020	2020-2021	2021-2022
Total Enrollment	603	595	612	613
Gender				
% Male	46.43%	47.23%	44.12%	47.31%
% Female	53.57%	52.77%	55.88%	52.69%
Ethnicity/Race				
% African American	19.73%	15.63%	13.40%	9.46%
% American Indian	0.50%	0.34%	0.33%	0.33%
% Asian		0.17%	0.16%	
% Hispanic/Latino	68.99%	74.12%	73.20%	77.98%
% White	10.78%	9.24%	11.60%	10.28%
% Multiracial		0.50%	1.31%	1.96%
Special Populations				
%Special Education ³	5.47%	8.07%	6.54%	6.85%
% English Language Learners	53.90%	56.81%	58.66%	61.50%
% Low-Income	51.91%	48.24%	42.32%	37.85%

2022-2023 *
718
47.80%
52.69%
7.92%
0.28%
82.20%
8.06%
1.53%
9.58%
51.30%

School Enrollment Trends Table

School Enrollment Trends

Cells highlighted in gray were grade levels not serviced by this school.

	2018-2019		2019-2020		2020-2021	
	Approved Enrollment	30-Sep Enrollment Count	Approved Enrollment	30-Sep Enrollment Count	Approved Enrollment	30-Sep Enrollment Count
K	120	126	100	102	100	122
Grade 1	120	131	114	119	100	110
Grade 2	125	113	114	109	95	112
Grade 3	95	96	119	100	109	104
Grade 4	95	96	90	78	114	89
Grade 5	41	41	90	87	86	75
Grade 6						
Grade 7						
Grade 8						
Grade 9						
Grade 10						
Grade 11						
Grade 12						
Total	594	603	627	595	604	612

2021-2022		
Approved Enrollment	30-Sep Enrollment Count	Current Wait list for 2022-2023 *
103	122	0
102	120	0
95	99	0
88	104	0
104	93	0
108	75	0
600	613	

Board Financial and Governance Training Table

**Academia Antonia Alonso Charter School
Board and CBOC Training as of 2022**

First Name	Last Name	Type	Role	Term Begin	Term End	Most Recent Completion Date	File Link	Date File Added
Maria	Alonso	Board & CBOC	Board President	11/1/2016	N/A	2017-03-30	link	2022-06-27
Mercedes	Alonso	Board & CBOC	Executive Director	3/1/2016	N/A	2017-10-22	link	2022-07-28
Mayara	Costa	Board & CBOC	Director of Admissions, Communications, and Marketing	8/1/2015	N/A	2017-10-15	link	2022-06-27
Michelle	Hastie	Board & CBOC	Business Manager	8/1/2019	N/A	2010 Fall	confirmed by DoE	2022-07-07
Nora	Lewis	Board	Board Member	2/23/2019	N/A	2020-12-02	link	2022-06-26
Maria	Matos	Board & CBOC	Board Treasurer	4/1/2017	N/A			
Celeste	Payne	Board	Board Acting Secretary	8/1/2017	N/A	2018-07-31	link	2022-06-26
Dan	Primiani	Board	Teacher Representative	8/1/2019	N/A	2019-09-13	link	2022-06-27
Richard	Riggs	CBOC	Department of Education Representative	8/1/2015	N/A	2015-11-30	link	2022-07-28
Rommel	Rivera-Sifontes	Board	Teacher Representative	8/1/2019	N/A	2020-05-17	link	2022-06-27
Theresa	Sardella	Board	Board Member	11/20/2019	N/A	2020-05-26	link	2022-07-28
Scott	Sheridan	Board & CBOC	Board Member	2/18/2018	N/A	2022-03-08	link	2022-07-28
Ted	Shirilla	Board	Parent Representative	8/1/2021	N/A	2021-10-27	link	2022-06-27

Citizens Budget Oversight Committee Table

**Academia Antonia Alonso Charter School
Board and CBOC Training as of 2022**

First Name	Last Name	Type	Role	Term Begin	Term End	Most Recent Completion Date	File Link	Date File Added
Maria	Alonso	Board & CBOC	Board President	11/1/2016	N/A	2017-03-30	link	2022-06-27
Mercedes	Alonso	Board & CBOC	Executive Director	3/1/2016	N/A	2017-10-22	link	2022-07-28
Mayara	Costa	Board & CBOC	Director of Admissions, Communications, and Marketing	8/1/2015	N/A	2017-10-15	link	2022-06-27
Michelle	Hastie	Board & CBOC	Business Manager	8/1/2019	N/A	2010 Fall	confirmed by DoE	2022-07-07
Nora	Lewis	Board	Board Member	2/23/2019	N/A	2020-12-02	link	2022-06-26
Maria	Matos	Board & CBOC	Board Treasurer	4/1/2017	N/A			
Celeste	Payne	Board	Board Acting Secretary	8/1/2017	N/A	2018-07-31	link	2022-06-26
Dan	Primiani	Board	Teacher Representative	8/1/2019	N/A	2019-09-13	link	2022-06-27
Richard	Riggs	CBOC	Department of Education Representative	8/1/2015	N/A	2015-11-30	link	2022-07-28
Rommel	Rivera-Sifontes	Board	Teacher Representative	8/1/2019	N/A	2020-05-17	link	2022-06-27
Theresa	Sardella	Board	Board Member	11/20/2019	N/A	2020-05-26	link	2022-07-28
Scott	Sheridan	Board & CBOC	Board Member	2/18/2018	N/A	2022-03-08	link	2022-07-28
Ted	Shirilla	Board	Parent Representative	8/1/2021	N/A	2021-10-27	link	2022-06-27

Appendix 1 - Data Source for Mission-Specific Goal(s)

Q47. Provide as Appendix 1 the results (data source) of the school's mission specific goal(s). Remember not to include any personally identifiable information (PII).

Metrics

85% of students will show appropriate grade level growth each year as measured by a researched-based Spanish language acquisition tool and by a research-based English language /literacy tool.

La Academia uses The Delaware World Language Immersion Program Assessment Criteria for Spanish that allows for students to be assessed on in- class work overtime on a scale from Novice Low to Advanced High, as designated by the State of Delaware. In addition, during the month of February, students in grades 3 – 5 took the ACTFL Assessment of Performance toward Proficiency in Languages (AAPPL) – an assessment of standards-based language learning across the three modes of communication (Interpersonal, Presentational, and Interpretive) as defined by the National Standards for Foreign Language Learning. Students in grades 3 – 5 were assessed in Interpersonal Listening/Speaking skills and 5th grade was also assessed in Presentational Writing.

Despite lingering the impact of the pandemic, La Academia can report on the following accomplishments during SY22 as they relate to our mission specific goal:

- 86% of our 5th grade students scored on target in the Reading Domain section of the Spanish Proficiency Report Card according to the Delaware World Language Immersion Program Assessment Criteria.
- Across all grade levels, 60% of all La Academia's students scored on and above grade level in Imagine Language and Literacy. These students mastered the Common Core Standards for listening, speaking, reading, and writing in English.
- 45% of our students scored on and above grade in Imagine Español.
- 83% of students in 3rd grade scored on track/on target in the speaking/ listening domains in the AAPPL assessment.
- 76 % of students in 4th grade scored on track/on target in the speaking/ listening domains in the AAPPL Assessment.
- 68 % of students in 5th grade scored on track/on target in the speaking/ listening domains in the AAPPL Assessment.
- 24 students exited the English Learner program by demonstrating proficiency in all 4 domains through ACCESS testing. As such, in SY22 La Academia was recognized by the DDOE for Outstanding Language Proficiency Growth of English Learner Students.

Appendix 2 - Curriculum Documents

<https://k12de->

[my.sharepoint.com/:f:/g/personal/john_carwell_doe_k12_de_us/EtSyIDLtHq9OjtnPPTiQ5loBB-cspqA8ssLQvCACK2KuqQ?e=bikVwo](https://k12de-my.sharepoint.com/:f:/g/personal/john_carwell_doe_k12_de_us/EtSyIDLtHq9OjtnPPTiQ5loBB-cspqA8ssLQvCACK2KuqQ?e=bikVwo)

Appendix 3 - Current Organizational Chart

La Academia's Organizational Chart SY23



Appendix 4 - Board Governance Training Certificates/Documents



Certificate of Completion

Maria Alonso

**Citizen Budget Oversight Committee
&
Board Member Finance Training**

March 30, 2017

A handwritten signature in black ink, appearing to read "Brook A. Hughes", is written over a horizontal line.

Brook A. Hughes, Education Associate
Delaware Department of Education



Certificate of Completion

Nora Elaine Lewis

**Financial Responsibility Training for Charter School Board and Charter
School Citizen Budget Oversight Committee Members**

December 2, 2020

A handwritten signature in black ink that reads "Brook A. Hughes".

Brook A. Hughes, Education Associate
Delaware Department of Education



Certificate of Completion

Theresa Sardella

Financial Responsibility Training for Charter School Board and Charter School Citizen Budget Oversight Committee Members

May 26, 2020

A handwritten signature in black ink, appearing to read "Brook A. Hughes", is written over a horizontal line.

Brook A. Hughes, Education Associate
Delaware Department of Education



Certificate of Completion

Celeste Payne

**Financial Responsibility Training for Charter School Board and Citizen
Budget Oversight Committee Members**

July 31, 2018

A handwritten signature in black ink that reads "Brook A. Hughes".

Brook A. Hughes, Education Associate
Delaware Department of Education



Certificate of Completion

Richard Riggs

**Citizen Budget Oversight Committee
&
Board Member Finance Training**

November 30, 2015

A handwritten signature in black ink, appearing to read "Brook A. Hughes", is written over a horizontal line.

Brook A. Hughes, Education Associate
Delaware Department of Education



Certificate of Completion

Rommel Rivera Sifontes

Financial Responsibility Training for Charter School Board and Charter School Citizen Budget Oversight Committee Members

May 17, 2020

A handwritten signature in black ink, appearing to read "Brook A. Hughes", is written over a horizontal line.

Brook A. Hughes, Education Associate
Delaware Department of Education



Certificate of Completion

Scott Thomas Sheridan

**Financial Responsibility Training for Charter School Board and Citizen
Budget Oversight Committee Members**

March 8, 2018

A handwritten signature in black ink, appearing to read "Brook A. Hughes", is written over a horizontal line.

Brook A. Hughes, Education Associate
Delaware Department of Education



Certificate of Completion

Theodore R. Shirilla

Financial Responsibility Training for Charter School Board and Charter School Citizen Budget Oversight Committee Members

October 27, 2021

A handwritten signature in black ink that reads "Brook A. Hughes".

Brook A. Hughes, Education Associate
Delaware Department of Education



Certificate of Completion

Mercedes Sofía Alonso

**Financial Responsibility Training for Charter School Board and Citizen
Budget Oversight Committee Members**

October 22, 2017

A handwritten signature in black ink, appearing to read "Brook A. Hughes", is written over a horizontal line.

Brook A. Hughes, Education Associate
Delaware Department of Education



Certificate of Completion

Mayara Caroline Costa Soares

**Financial Responsibility Training for Charter School Board and Citizen
Budget Oversight Committee Members**

October 15, 2017



Brook A. Hughes, Education Associate
Delaware Department of Education

This Certifies That

Daniel Primiani

**Has Successfully Completed
2.0 Hours of the following Professional Learning:**

**Financial Responsibility Training - Charter Board and Citizen Budget
Oversight Committee Members**

Section #52407: Section 1 (2019-2020)

Held September 13, 2019 – August 31, 2020

Presented By
Department of Education



Cert #: 59813386

Alyssa F. Moore
Dr. Alyssa Moore, DDOE

Appendix 5 - Board Member and School Leader Succession Plans

Appendix 5: Board member and school leader succession plans

Succession Plan for Executive Director

In the event of an unplanned or extended absence of the current Executive Director at La Academia, the Board of Directors has adopted the following plan:

- The Board of Directors will issue a temporary appointment of an Interim Executive Director who will be Mayara Costa, current Director of Admissions, Communications, and Marketing.

While the Board acknowledges that such an absence is highly improbable and certainly undesirable, it also believes that it is an important part of its fiduciary and stewardship responsibilities to have an emergency executive succession plan. It is expected that this plan will ensure continuity in external relationships, staff functioning, and overall school operations.

The Board of Directors of the La Academia has created and approved this plan for contingencies due to the absence, disability, death, or departure of the Executive Director. If the school is faced with this unexpected vacancy, the Board of Directors at La Academia has in place the following emergency succession plan to facilitate the transition to both interim and longer-term leadership.

In the event of an unplanned temporary absence, the Executive Director, her family, or any staff or board member who is notified of the absence should inform the Board President immediately. The President will convene a special meeting of the Board [Executive Committee], as soon as it is feasible, consistent with the procedures outlined in the By-Laws. At that meeting, the succession plan as it relates to interim management will be reviewed, amended as needed, and implemented.

The Interim Executive Director, Mayara Costa will perform the duties of the Executive Director as outlined in her job description. The Board has an understanding of the Executive Director's role in organizational leadership, program development, program administration, operations, Board relationships, financial operations, resource development, and community presence. The Board President, with the assistance of the Vice Chair, will maintain open lines of communication with the Interim Executive Director, concerning daily operations and needs. Accordingly, the Board President and the Interim Executive Director will establish a schedule of regular face-to-face meetings to personally discuss pertinent management issues that may arise during this period.

The person appointed as Interim Executive Director shall have the full authority for decision-making and independent action as the regular Executive Director. The Interim Executive Director will be compensated for additional responsibilities as follows:

- a) An increase - 85% of the vacating ED's compensation, or
- b) A potential bonus (at the discretion of the Board), or
- c) A temporary salary adjustment to the current salary of the vacating ED

If/when the emergency dissipates or if a new Executive Director is chosen, the salary level of the Interim ED will be returned to its former status.

The Board President will meet with the Interim ED to explain the current circumstances and discuss the appointment to and acceptance of the position. Upon transferring the responsibilities to the Interim ED, the Board President will notify the DDOE, Administrative personnel and the remaining Board of Directors. As soon as it is feasible, the Board President and the Interim ED will hold a meeting with the leadership team first and then all school personnel to address current developments and the interim plan of action. As soon as the Interim ED has begun covering the unplanned absence, the temporary leadership structure will be communicated to the families of La Academia and all other external agencies and supporters of La Academia. Supporters may include key volunteers, government contract officers, foundation program officers, civic leaders, community organizations, and major donors as well as members of the press as appropriate. If appropriate and feasible, the former Executive Director will be consulted on the language concerning her absence.

Finally, the following procedures will be undertaken:

1. The Board President, with assistance from the Executive Committee will draft a formal statement concerning the unexpected development and describe the course of action the Board of Directors have undertaken, as a result.
2. The Board President with assistance from the Board Vice Chair, will draft and issue a press release (if necessary), consisting of the statement referenced above.

The decision about when the absent Executive Director returns to lead the La Academia should be determined by the Board [Executive Committee] in consultation with the Interim Executive Director. They will decide upon a mutually agreeable schedule and start date. A reduced schedule for a set period may be allowed, by approval of the Board [Executive Committee] in consultation with the Interim Executive Director, with the intention of working their way back up to a full-time commitment.

Upon notice that the Executive Director will not return, the Board [Executive Committee] will call a special meeting, consistent with the procedures in the By-Laws to appoint a Transition and Search Committee to plan and carry out a change to a new permanent Executive Director.

The Transition and Search Committee will decide if the current Acting Executive Director will be asked to continue as Interim ED and if so, will negotiate the terms of continuing, including compensation and hiring temporary replacement staff. If the Transition and Search Committee determines the need for an Interim other than the Interim ED, the Board President and Chair of the Transition and Search Committee will communicate that decision to the Interim ED and plan for an orderly transition to the recruitment and selection of a permanent Executive Director. The Board will consider the need for outside consulting assistance with the transition and search, depending on the circumstances including the board's capacity to plan and manage the transition and search.

Succession Plan for Board President

In the event that the Board President is unable to continue meeting their duties and obligations to the school, the Vice President will step in to fulfill the duties of the Board President. The Board will, at its next meeting, decide the former Vice President's term as President and establish a date by which the Nominating Committee will have elections for a newly elected President of the Board of Directors at La Academia.

Appendix 6 - Current Board Bylaws

**BYLAWS OF ACADEMIA ANTONIA ALONSO CHARTER SCHOOL
UNANIMOUSLY ADOPTED DECEMBER 7, 2011
AMENDED MARCH 15, 2012
FURTHER AMENDED JULY 25, 2018**

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ARTICLE I

CORPORATION

Section 1.1. Corporate Name. The name of the corporation shall be Academia Antonia Alonso Charter School, a Delaware non-stock, non-profit corporation.

ARTICLE II

MISSION AND PURPOSE

Section 2.1. Mission. At Academia Antonia Alonso, we are driven by our mission to inspire children to become joyful, confident, creative, bilingual learners, by providing our students with a strong biliterate academic and cultural foundation.

Section 2.2. Purpose. Academia Antonia Alonso Charter School will operate exclusively for educational and charitable purposes within the meaning of Section 501(c)(3) of the United States Internal Revenue Code of 1986 (the "Code"), as it may be amended from time to time; provided, however, that, pursuant to 14 Del. Reg. 275 § 4.1.3.2, the corporation's business will be restricted to "the opening and operation of: Charter Schools, before school programs, after school programs and educationally related programs offered outside the traditional school year."

ARTICLE III

CORPORATE POWERS

Section 3.1. Academia Antonia Alonso Charter School shall have the power to take any action permitted by the Delaware General Corporation Law (the "Act"), the Articles of Incorporation, Section 501(c)(3) of the Code and these Corporate Bylaws, as they may be amended from time to time.

Section 3.2. All of the assets and the earnings of Academia Antonia Alonso Charter- School shall be used exclusively for scientific, educational or charitable purposes within the meaning of Section 501(c)(3) of Code, as set forth above, in the course of which operation:

- (a) No part of the net earnings of Academia Antonia Alonso Charter School shall inure to the benefit of, or be distributable to, its directors, officers, or any interested persons, except that Academia Antonia Alonso Charter School shall be authorized and empowered to pay

reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein;

- (b) No substantial part of the activities of Academia Antonia Alonso Charter School shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and Academia Antonia Alonso Charter School shall not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of or in opposition to any candidate for public office except as authorized under the Code;
- (c) Notwithstanding any other provisions contained herein, Academia Antonia Alonso Charter School shall not carry on any other activities not permitted to be carried on by a corporation exempt from tax under Section 501(c)(3) of the Code; and
- (d) In furtherance of the stated goals, objectives and purposes of Academia Antonia Alonso Charter School, the School shall not base any decision, determine the course of conduct or discriminate in any way on the basis of age, race, gender, religion, ethnicity, national origin, sexual orientation or political affiliations or beliefs, provided that Academia Antonia Alonso Charter School may conduct school classes for children of certain specified ages only.

ARTICLE IV

BOARD OF DIRECTORS

Section 4.1. General Powers. The business and affairs of Academia Antonia Alonso Charter School shall be managed by the Board of Directors (the "Board"). Broadly defined, the focus of the Board shall be on adopting policies that govern the implementation of the organization's purposes and mission through approved programs and services, ensuring the availability of adequate resources for that purpose. This role is separate and distinct from the role of the Head of School, who determines the means of implementation. In addition to the powers and authority expressly granted by these Bylaws, the Board may exercise all powers of the corporation and do all acts that are not prohibited by applicable law, by the Articles of Incorporation or by these Bylaws.1.

Section 4.2. Number and Election. The Board shall consist of at least five (5) but not more than nine (9) Directors, as may be determined from time to time by resolution of the Board to ensure appropriate oversight of the organization's activities. To reach the requisite number of Directors as determined by resolution of the Board an Annual Meeting shall be held for the purpose of electing officers and Board Members. Additionally, Directors may be elected to the Board upon nomination by the Nominating Committee and approval by the vote of a majority of the Directors present at a meeting.

Section 4.3. Membership. The Board shall include:

- (a) At least one (1) person who is a parent or guardian of an Academia Antonia Alonso Charter School student and at least one person who is a teacher at Academia Antonia Alonso Charter School both of who shall be non-voting members.
- (b) The Head of School who shall be a non-voting member of the Board and shall not count against the limit of members provided in Section 4.2.

Section 4.4. Term of Office. Contingent upon an annual performance evaluation, Directors may serve continuously at the pleasure of a majority of the Board.

Section 4.5. Resignation. Any Director may resign at any time by delivering a written resignation to the President of the Board. The acceptance of any such resignation, unless required by the terms thereof, shall not be necessary to make it effective.

Section 4.6. Vacancies. Vacancies in the Board may be filled by the remaining Directors at their discretion.

Section 4.7. Annual Meeting of the Board. The Annual Meeting of the Board for, among other purposes, the election of officers, shall be held, unless otherwise fixed by a quorum of the Board, on the fourth Wednesday of February. Written notice of the exact date, time and place of the Annual Meeting shall be sent by the Secretary to each Director at least two (2) weeks prior to the day of such meeting. The Annual Meeting shall be held for the transacting of required business and reporting to members the business and activities of Academia Antonia Alonso Charter School during the past year. An Annual Summary of the accomplishments and goals of Academia Antonia Alonso Charter School shall be developed by the Executive Committee and distributed to all members in advance of the annual meeting.

Section 4.8. Regular Meetings. The Board of Directors shall conduct its meetings as if it were a “public body” as defined in 29 Del. Code § 10002(a) and according to the requirements of Chapter 100 of said Title 29. In addition to the published notices required by Chapter 100 of said Title 29, notices of each meeting of the Board shall be forwarded to its members by any method, which preserves proof of such notice.

The Directors shall be required to attend regular meetings of the Board. An unexcused absence from three (3) consecutive regular meetings of the Board in any calendar year shall be deemed as a request to resign from the Board. The Board shall, at its next regular meeting after a director has been absent for the third consecutive time in any calendar year, advise the President whether to notify the director that his/her resignation has been accepted.

The Board may provide by resolution the time and place for the holding of additional regular meetings of the Board without other notice than such resolution. Any business may be transacted at any regularly called meeting of the Board at which a quorum is declared present. The Board

shall hold no less than one regular meeting each quarter, including the Annual Meeting. Any business may be transacted at any regular meeting of the Board.

Section 4.9. Special Meetings. Special meetings of the Board may be called by or at the request of the President or any three Directors.

Section 4.10. Notice of Meetings. Notice of all Board meetings, except as herein otherwise provided, shall be delivered, mailed or sent electronically to each Director's residence or usual place of business at least five days before the meeting, such notice may be waived by a Director. Each such notice shall state the general business to be transacted, the day, time and place of such a meeting, and, in the case of a special meeting, by whose request it was called.

Section 4.11. Quorum. A simple majority of the Directors then in office shall constitute a quorum for the transaction of business at any meeting of the Board. A Director may be considered present if attending any meeting of the Board of Directors by way of video conferencing. If less than a simple majority of the Directors are present at a meeting, a majority of those Directors who are present may adjourn the meeting without further notice

Section 4.12. Voting. At all meetings of the Board, except as otherwise provided by law or by these Bylaws, all matters shall be decided by a majority of Directors present at the meeting

Section 4.13. Organization. The President of the Board shall serve as the Chief Executive Officer of Academia Antonia Alonso Charter School, preside at all meetings of the Board and perform such other duties as may be assigned by the Board so long as such powers and duties are not inconsistent with these Bylaws, as they may be amended from time to time by the Board. The Board shall elect the President of the Board each year at its annual meeting.

The Board shall elect a Vice President who shall possess the powers and discharge the duties of the President in the latter's absence or disability, and have such powers and duties not inconsistent with these Bylaws, as may be amended from time to time by the Board.

Section 4.14. Action by Unanimous Consent. Any action required by law to be taken at a meeting of Directors or any action which may be taken at a meeting of Directors, may be taken without a meeting if consent is given in writing, setting forth the action so taken, by all of the Board.

Section 4.15. Manner of Acting. Any act of the majority of Directors present at any meeting at which there is a quorum shall be an act of the Board of Directors, unless the act of a greater number is required by the Articles of Incorporation, the Act, or these Bylaws, as may be amended from time to time

Section 4.16. Removal of a Director. Any Director may be removed by a majority vote of the Directors at a duly constituted meeting whenever a Board member fails to fulfill his/her duties or if in the judgment of the Board the best interests of the School are served.

Section 4.17. Advisory Board. The Board may appoint an Advisory Board. The Advisory Board shall consist of that number of individuals (determined by the Board from time to time) whose experience, knowledge and expertise make their participation and guidance valuable to the Board's consideration.

Section 4.18. Conflicts. The Board anticipates that, from time to time, matters will come before it which raise conflicting interests for individual Directors. For example (but only one example), the Board may be asked to consider a contract between Academia Antonia Alonso Charter School and a third party entity whose board or officers include a Director of Academia Antonia Alonso Charter School. In such a case, the affected Director's obligation shall be to disclose his or her conflicting interest to the remaining Directors and to refrain from participating in the consideration and vote upon such matter.

Section 4.19. Members of the Corporation. The directors of Academia Antonia Alonso Charter School shall also be its members. All actions by the Board shall also be considered actions by its members.

ARTICLE V

OFFICERS

Section 5.1. Titles and Qualifications. The officers of Academia Antonia Alonso Charter School shall be a President, a Vice President, a Secretary, a Treasurer, and such other officers as the Board of Directors may from time to time designate. No two offices may be held by the same person.

Section 5.2. Election and Term of Office. The officers of Academia Antonia Alonso Charter School shall be elected each year by the Board at its regular annual meeting. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as possible. New officers may be created and filled at any meeting of the Board after notice has been given to other Directors.

Each officer shall hold office until his/her successor shall have been duly elected and taken office; or until his/her death, resignation or removal in the matter hereinafter provided.

Section 5.3. Nominating Committee. Not less than one (1) month prior to the annual meeting of the Board, the President shall appoint, with the approval of the Board, a Nominating Committee which shall consist of not less than two Directors. The Nominating Committee shall nominate at least one candidate for each office to be filled on the Board. Members of the Nominating Committee are not eligible for nomination.

Section 5.4. Resignation. Any officer may resign at any time by delivering a written resignation to the President of the Board. The acceptance of any resignation, unless required by the terms thereof, shall not be necessary to make it effective.

Section 5.5. Removal. Any officer elected by the Board may be removed by a majority vote of the Directors present at a duly constituted meeting whenever, in their judgment, the best interests of Academia Antonia Alonso Charter School would be served thereby.

Section 5.6. Vacancies. Any vacancy in an office shall be filled for the unexpired portion of the term by the Board.

Section 5.7. President.

(a) The President of the Board shall:

- i. serve as Chief Executive Officer of Academia Antonia Alonso Charter School and shall consult with the Head of School in achieving Academia Antonia Alonso Charter School's mission;
- ii. provide leadership to the Board in policy-making matters;
- iii. chair meetings of the Board or make arrangements for the Vice-President to do so;
- iv. appoint Chairs of committees and serve ex officio as a member of all committees, except the nominating committee, and attend their meetings when possible;
- v. help guide and mediate Board actions with respect to organizational priorities and governance concerns; monitor financial planning and financial reports; communicate with the Head of School and review with the Head of School any issues of concern to the Board;
- vi. play a leading role in fundraising activities;
- vii. develop and evaluate the performance of the Head of School and informally evaluate the effectiveness of Board members;
- viii. evaluate the performance of the organization in achieving its mission and make an annual report thereof to the Board; and
- ix. perform other responsibilities as may be assigned by the Board from time to time.

(b) In addition, the President may speak for Academia Antonia Alonso on any position for which the Board has taken a position.

Section 5.8. Vice President. The Vice President shall act under the direction of the President and in their absence or disability shall perform the duties and exercise the powers of the President. The Vice President shall perform such other duties and have such other powers as the President or the Board may from time to time prescribe.

Section 5.9. Treasurer. The Treasurer shall have charge and custody of all funds of the corporation. The Treasurer shall adopt established generally accepted reasonable accounting and fiscal procedures necessary to assure fiscal stability of the corporation and maintain or cause to have maintained an accurate accounting system and shall present financial reports to the Board in such manner and form as the Board may from time to time determine. The Treasurer shall have the primary oversight responsibility to monitor all financial transactions of the corporation and to ensure an annual financial audit by certified accountants. The Treasurer will work with appropriate Board members to designate audit and finance committees to maximize Board involvement in the area of financial oversight while avoiding duplication of tasks. The Treasurer shall also recommend to the Board bonding or other appropriate forms of insurance for staff and volunteers who handle monies for the corporation.

Section 5.10. Secretary. The Secretary shall keep the minutes of all proceedings of the Board and of the Executives Committee, in books provide for such purpose; shall have custody of such books and papers as the Board may direct, and shall in general perform all duties incident to the Office of the Secretary, subject to control of the Board and the President; and shall perform such other duties as may be assigned to the Secretary by the President or by the Board.

ARTICLE VI

COMMITTEES

Section 6.1. Standing Committees. The Standing Committees of Academia Antonia Alonso shall be the Executive Committee, Citizens Budget Oversight Committee (“CBOC”), Academic Committee, Finance Committee, Governance Committee, Personnel Committee, and the Strategic Growth and Development Committee.

Section 6.2. Executive Committee.

- (a) The Executive Committee shall, subject to the control and direction of the Board, have authority to act only during intervals between meetings of the Board. The Executive Committee shall have and may exercise the authority of the Board in the management of the ordinary business and affairs of Academia Antonia Alonso Charter School, consistent with the General Powers as defined in Article III, Section 1, except that the Executive Committee shall not have the authority of the Board in reference to:
 - i. amending the articles of incorporation;
 - ii. amending, altering or repealing the Bylaws or adopting new bylaws;

- iii. filling vacancies in or removing members of the Board or of any committee appointed by the Board;
- iv. adopting a plan of merger or adopting a plan of consolidation with another corporation;
- v. authorizing the sale, lease, exchange or mortgage of all or substantially all of the property and assets of Academia Antonia Alonso Charter School;
- vi. authorizing the voluntary dissolution of Academia Antonia Alonso Charter School or revoking proceedings therefore;
- vii. adopting a plan for the distribution of the assets of Academia Antonia Alonso Charter School; or
- viii. amending, altering or repealing any resolution of the Board which by its terms provides that it shall not be amended, altered or repealed by such committee.

(b) The Executive Committee shall report its activities at each Board meeting.

Section 6.3. The Citizens Budget Oversight Committee. The Citizens Budget Oversight Committee (CBOC) is a group of parents, educators and community members that provides the public with transparency and an opportunity for oversight of the school's finances.

Section 6.4. The Academic Committee. The Academic Committee works with the school leader to ensure accountability regarding the school's commitment to instructional excellence, academic achievement and compliance with State of Delaware requirements. The Academic Committee supports the development and evaluation of annual strategic priorities and advocates with stakeholders around the importance of academics.

Section 6.5. The Finance Committee. The Finance Committee is led by the Treasurer to oversee the creation of the budget, monitor and report on the financial status and activities of the school, ensure the financial policies and practices are followed, and oversee investments.

Section 6.6. The Governance Committee. The Governance Committee helps the Board carry out its due diligence function related to the healthy development and operation of the Board and its adherence to its bylaws.

Section 6.7. The Personnel Committee. The Personnel Committee oversees and reviews the Employee Handbook and the school personnel policies to determine if they are up-to-date and consistent with the school's mission, federal and state legal requirements, and industry best practices.

Section 6.8. The Strategic Growth and Development Committee. The Strategic Growth and Development Committee supports the advancement of fund development strategies to supplement and augment the school's annual budget.

Section 6.9. Other Committees. The Board from time to time may establish other committees which shall have such duties and which shall consist of such a number of Directors as the Board may determine. Members of such committees shall be appointed by the President. Committee

members shall not be required to be Directors of Academia Antonia Alonso Charter School. The designation and appointment of any such committee and the delegation thereto of authority shall not operate to relieve the Board or any individual Director of any responsibility imposed on them by law.

Section 6.10. Term of Office. Each member of any committee established pursuant to these Bylaws shall serve until a successor is appointed, unless the committee shall be abolished, or until such member resigns. Any such committee may be abolished or any member removed, with or without cause, at any time by the Board.

Section 6.11. Vacancies. Vacancies on committees may be filled by the President.

Section 6.12. Quorum. Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

Section 6.13. Rules. Each committee may adopt rules for its own governance not inconsistent with these Bylaws or with rules adopted by the Board.

Section 6.14. Committees. The Board may organize and authorize anybody to act as a Committee under its authority and discretion for any chartered purpose in order to accomplish a specified task required, or necessary, in the sole discretion of the Board of Directors. The Committee shall operate in any manner permissible under the laws of the State of Delaware, the Certificate of Incorporation and these Bylaws.

ARTICLE VII

COMPENSATION AND CONTRACTS WITH DIRECTORS AND OFFICERS

Section 7.1. Compensation of Directors and Officers. No Director or Officer of Academia Antonia Alonso Charter School shall receive, directly or indirectly, any salary, compensation or gift from Academia Antonia Alonso Charter School for the performance of their duties as a Director or Officer.

Section 7.2. Contracts with Directors and Officers. No Director or Officer of Academia Antonia Alonso Charter School shall be interested, directly or indirectly, in any contract relating to the operations conducted by it, nor in any contract for furnishing services or supplies to it.

ARTICLE VIII

INDEMNIFICATION

Section 8.1. Directors, Officers and Committee Members. Academia Antonia Alonso Charter School shall indemnify any Director, Officer or Committee member acting on behalf of Academia Antonia Alonso Charter School, in their official capacity or as member of any Committee, who serves at the request or subject to the discretion of the Board of Directors to the fullest extent permitted by law but only to the extent that indemnification does not result in the imposition of a tax under Section 4958 of the Code.

No member of the Board of Directors shall be personally liable to Academia Antonia Alonso Charter School or to its members for monetary damages for breach of fiduciary duty as a Director or member, except 1) for any breach of the Director's duty of loyalty to Academia Antonia Alonso Charter School or its members, 2) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of the law, or 3) for any transaction from which the Director derived an improper personal benefit.

Section 8.2. Advancement of Expenses. If expenses are incurred by a Director, officer, employee or agent in defending a civil or criminal action, suit or proceeding, such expenses shall be paid by Academia Antonia Alonso Charter School in advance of the final disposition of such action, suit or proceeding in the specific case upon receipt of an undertaking by or in behalf of the Director, officer, employee or agent to repay such amount unless it ultimately shall be determined that such person is entitled to be indemnified by Academia Antonia Alonso Charter School as authorized in the Article.

Section 8.3. Insurance. Academia Antonia Alonso Charter School may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of Academia Antonia Alonso Charter School or is or was serving at the request of Academia Antonia Alonso Charter School, partnership, joint venture, trust, or other enterprise against any liability asserted against such person and incurred by such person in any capacity, or arising out of such person's status as such, whether or not Academia Antonia Alonso Charter School would have the power to indemnify such person against such liability under the provisions of this Article VIII.

Section 8.4. No Retroactive Application. No amendment to these bylaws shall operate retroactively to diminish any right to indemnification or advancement of expenses.

ARTICLE IX

AMENDMENTS TO BYLAWS

Except as set forth in the General Corporation Law of Delaware, these Bylaws may be adopted, amended or repealed by the vote of a majority of Board members at a duly convened meeting of

the Board at which a quorum is present and pursuant to written notice to the Board members of that purpose.

ARTICLE X

DISTRIBUTION OF ASSETS UPON DISSOLUTION

Upon the dissolution or liquidation of Academia Antonia Alonso Charter School, the Board of Directors, after paying all or making provision for all the liabilities of Academia Antonia Alonso Charter School, shall transfer all the property and assets, of any nature, of Academia Antonia Alonso Charter School to such organizations organized and operated exclusively for such educational or charitable purposes as shall at that time qualify as exempt from taxation under Section 501(c)(3) of the Code.

Any such property or assets not so disposed of in accordance with the aforementioned procedures shall be disposed of by a Court of competent jurisdiction in the County in which the principal office has been located, to such organization or organizations as such Court shall determine, which are organized and operated for such purposes as stated above.

ARTICLE XI

CONTRACTS, CHECKS, DEPOSITS AND FUNDS

Section 11.1. Public Funds. Academia Antonia Alonso Charter School shall be eligible for public funds pursuant to the procedures established by 14. Del. Code § 509 and as such shall be subject to the requirements of Chapter 5 and Chapter 15 of Title 14.

Section 11.2. Contracts. The Board of Directors may authorize any officer or officers, agent or agents of Academia Antonia Alonso Charter School, in addition to the officers so authorized by these Corporate Bylaws, in the name of and on behalf of Academia Antonia Alonso Charter School to enter into any contract or execute and deliver any instrument in the name of and on behalf of Academia Antonia Alonso Charter School and such authority may be general or expressly limited to specific instances.

Section 11.3. Checks. Drafts. Except for those normally executed in the regular course of business, all checks, drafts or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of Academia Antonia Alonso Charter School, shall be signed by such officer or officers, agent or agents of Academia Antonia Alonso Charter School and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the

Head of School, President and countersigned by the President or Treasurer or Secretary of Academia Antonia Alonso Charter School. Unless authorized by the Board of Directors, no officer shall have power or authority to bind Academia Antonia Alonso Charter School by any contract or engagement or to pledge its credit or to render it peculiarly liable for any purpose or in any amount.

Section 11.4. Deposits. All funds of Academia Antonia Alonso Charter School shall be deposited in conformity with CBOC requirements and guidelines.

Section 11.5. Gifts. The Board of Directors may accept on behalf of Academia Antonia Alonso Charter School any contribution, gift, bequest or devise for the general purposes or for any special purpose of Academia Antonia Alonso Charter School. Members of the Board of Directors may not accept gifts made personally to them as a result of or by virtue of their membership on the Board.

ARTICLE XII

BOOKS AND RECORDS

Academia Antonia Alonso Charter School shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Members, Board of Directors, and Committees having any of the authority of the Board of Directors, and shall keep at the registered or principal office a record giving the names and addresses of the members entitled to vote. All books and records of Academia Antonia Alonso Charter School may be inspected by any Member, or such Member's agent or attorney for any proper purpose at any reasonable time.

ARTICLE XIII

FISCAL YEAR

The fiscal year of Academia Antonia Alonso Charter School shall be the calendar year, beginning on July 1st and end on June 30th.

ARTICLE XIV

SEAL

The Corporate seal shall have inscribed thereon the name of the Corporation and the words "Corporate Seal, Delaware".

ARTICLE XV

WAIVER OF NOTICE

Whenever any notice is required to be given under the provisions of the Act or under the provisions of the Articles of Incorporation or these Corporate Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Appendix 7 - Up-to-date Certificate of Occupancy



Department of Land Use

TEMPORARY CERTIFICATE OF OCCUPANCY

TEMPORARY CERTIFICATE OF OCCUPANCY FEES AS OF JULY 1, 2009:
\$500 PER MONTH FOR THE FIRST, SECOND AND THIRD MONTH
\$2,000 PER MONTH FOR THE FOURTH, FIFTH AND SIXTH MONTH
\$3,500 PER MONTH FOR THE SEVENTH, EIGHTH AND NINTH MONTH
\$5,000 PER MONTH FOR THE TENTH AND ANY ADDITIONAL MONTHS
*Fee schedule per New Castle County Chapter 6, Appendix 4 "Miscellaneous fees."

Temporary Co #: 1
Fee Due: \$500.00
Expiration Date: 08/26/2022

Area(s) permitted to be occupied:

All areas

Date Issued: 8/29/2022 Date of Follow-up Inspection: 9/19/2022 Original Date TCO Issued: 08/26/2022

The structure, or portion(s) thereof, on the below-said property, conforms to the laws of New Castle County such that it may be legally occupied prior to the full completion of the project without endangering the health, safety or welfare of the public. Any information which is found to be fictitious or misleading shall void the issuance of the Temporary C/O and cause all occupancy to be ceased immediately.

Building Permit #: 202205467 SLD #: 20220296
Description of Project: ACADEMIA ANTONIA ALONSO CHARTER SCHOOL Tax Parcel #: 0903400054
Property Address: 300 N WAKEFIELD DR Applicants Name: LC Construction GC 3687

OTHER AGENCY APPROVALS

BOARD OF HEALTH FINAL APPROVAL Full or Temporary Approval Not Applicable
FIRE MARSHAL FINAL APPROVAL Full or Temporary Approval Not Applicable

Department Items that shall be corrected/completed before final C/O is issued:

Building Inspections:

Inspection Date: 08/26/2022 Email: david.mccormick@newcastlede.gov Authorized Signature:

Kitchen condensate line to be relocated. Accesable toilets have flush handles on wrong side. Access panels/covers missing at clean-outs. Pipe protection under art room sink. 2nd floor B wing girls gang room missing floor tile. Closet next to elevator mech closet needs pipe caps.

Planning:

Inspection Date: 08/26/2022 Email: shane.bailey@newcastlede.gov Authorized Signature:

Prior to full CO: Remove all barriers from the site, submit a certified landscape plan, paint all remaining curbs, and finish all required bicycle racks and dumpster enclosures.

Authorized Signature (Applicant):

EMAIL ADDRESS: marena@capanoinc.com
Phone: 302-584-4700
Completion Date: 9/29/2022

Authorized Signature (Code Official):

George O. Haggerty
Code Official

Appendix 8 - Up-to-date Fire Inspection Certificate



**OFFICE OF THE STATE FIRE MARSHAL
Technical Services**

2307 MacArthur Road
New Castle, DE 19720-2426



FIRE PROTECTION FINAL APPROVAL

Plan Review Number: 2022-02-210187-FSS-01

Tax Parcel Number: 0903400054

Status: Final Passed

Date: 08/26/2022

Project

Academia Antonia Alonso
300 Wakefield Drive
300 N Wakefield Drive

300 North Wakefield Drive
Newark De 19702

Scope of Project

Number of Stories: 2
Square Footage: 122020
Construction Class: II (000) Non-Combustible
Fire District: 12 - Christiana Fire Company

Occupant Load Inside:
Occupancy Code: 9665

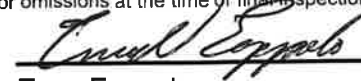
Applicant

Bear Industries, Inc.
15 Albe Drive
Newark, DE 19702

This office has reviewed the plans and specifications of the above described project for compliance with the Delaware State Fire Prevention Regulations, in effect as of the date of this review.

A final inspection has been completed by this agency. However, code compliance is required of any errors or omissions at the time of final inspection.

This Plan Review Project was prepared by:


Tony Eoppolo

Appendix 9 - Up-to-date Insurance Certificates

Appendix 9 - Up-to-date Insurance Certificates :: Commercial

Commercial Package Policy

Thank you for choosing
The Hanover
for your Business
Insurance needs.

Insured Copy

The
Hanover
Insurance Group®

THIS NOTICE IS PROVIDED IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS NOTICE DOES NOT GRANT COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF COVERAGE UNDER THE POLICY. IF THERE IS A CONFLICT BETWEEN THIS NOTICE AND THE POLICY, THE PROVISIONS OF THE POLICY SHALL APPLY.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

SCHEDULE

DISCLOSURE OF PREMIUM:	
Total Terrorism Premium	\$ 196
Fire Following Premium	\$ 0
Other than Fire Following Premium	\$ 196

Disclosure of Terrorism Coverage Available

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from “acts of terrorism” defined in Section 102(1) of the Act as follows:

Any act or acts that are certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The premium charged for this coverage is provided in the **SCHEDULE** above and does not include any charges for the portion of loss that may be covered by the Federal Government as described below. This premium has been added to your policy and unless this form is signed and returned to us to reject terrorism coverage, coverage for Certified Acts of Terrorism is provided by your policy.

Your policy may contain other exclusions which could affect your coverage, such as an exclusion for Nuclear Events or Pollution. **Please read your policy carefully.**

Note for Commercial Property or Commercial Inland Marine Policyholders in Standard Fire States:

In Standard Fire states, terrorism exclusions make an exception for (and therefore provide coverage for) fire losses resulting from an act of terrorism. Any policyholder with a location that we insure in a Standard Fire State that rejects our offer of terrorism coverage in this form will still have coverage with us for fire losses resulting from an act of terrorism.

Explanation of Premium

If a dollar amount is shown for Fire Following Premium in the **SCHEDULE** above that means we insure a location of yours in a Standard Fire State. Fire Following Premium is shown in the **SCHEDULE** above regardless of whether a policyholder with a location that we insure in a Standard Fire State accepts or rejects terrorism coverage with us. Fire Following Premium represents the charge for the coverage we provide for fire losses resulting from acts of terrorism. Fire Following Premium does not include Other Than Fire Following Premium. All Other Than Fire Following Premium is shown in the Other Than Fire Following Premium field in the **SCHEDULE** above.

If a dollar amount is shown for Other Than Fire Following Premium in the **SCHEDULE** above that means you have accepted terrorism coverage with us. Other Than Fire Following Premium represents the charge for terrorism coverage. Other Than Fire Following Premium does not include Fire Following Premium. If applicable, all Fire Following Premium is shown in the Fire Following Premium field in the **SCHEDULE** above.

The dollar amount shown for Total Terrorism Premium in the **SCHEDULE** above represents the sum of premium for Fire Following Premium and Other Than Fire Following Premium.

Disclosure of Federal Participation in Payment of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 80% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

Cap on Insurer Participation in Payment of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

Rejection of Terrorism Insurance Coverage*

I decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Applicant/Policyholder Signature

Print Name

Date

Hanover Insurance Company

Insurance Company

ZHQ H016173 03

Quote or Policy Number

*If this policy is a renewal and:

- a. You have previously submitted a signed Rejection, you are not required to submit an additional Rejection at this time; or
- b. You have previously accepted coverage and now wish to reject, you are required to complete and sign the Rejection of Terrorism Insurance Coverage above.

IMPORTANT NOTICE TO POLICYHOLDERS

Summary of Form Changes

THIS NOTICE CONTAINS IMPORTANT SUMMARY INFORMATION ABOUT CHANGE IN COVERAGE. PLEASE READ IT CAREFULLY.

THIS NOTICE DOES NOT PROVIDE ANY COVERAGE AND DOES NOT REPLACE ANY PROVISIONS IN YOUR POLICY. READ YOUR POLICY AND REVIEW YOUR DECLARATIONS PAGE FOR COMPLETE INFORMATION ON THE COVERAGES YOU ARE PROVIDED. IF THERE IS ANY CONFLICT BETWEEN THE POLICY AND THIS NOTICE, THE PROVISIONS OF THE POLICY SHALL PREVAIL.

The Hanover Insurance Group, in an effort to further address the needs of our policyholders, has modified the School and Educators Legal Liability Coverage Part, some of its endorsements, and created a few policy endorsements. Some new policy forms and endorsements are designed to clarify coverage intent as well as provide additional streamlined products.

Your expiring School and Educators Legal Liability policy has been **replaced** in its entirety with the new **School and Educators Legal Liability Coverage Part**. In addition, some of the endorsements which modify the new School and Educators Legal Liability Coverage Part have been updated and a new endorsement has been created. The following is a summary of major changes which will apply to your policy at renewal. This notice does **not** reference every editorial change made in your policy. If you have any questions or concerns, please contact your agent.

The material is organized by coverage form and endorsements; however, not all coverages, coverage forms or endorsements are included on a particular policy. Please read your policy language carefully for the coverage you are afforded.

421-0353 06 22 SCHOOL AND EDUCATORS LEGAL LIABILITY COVERAGE PART

Changes That May Reduce Coverage:

- **SECTION I – COVERAGES**, paragraph 4. **Exclusions Applicable to Coverage A – Educators Liability, a. “Bodily Injury”, “Personal and Advertising Injury”, or “Property Damage”** has been amended to remove the exception for any “civil rights claim”.
- **SECTION I – COVERAGES**, paragraph 4. **Exclusions Applicable to Coverage A – Educators Liability, c. Abuse and Molestation** has been amended to remove a the exception for any “civil rights claim”.
- **SECTION I – COVERAGES**, paragraph 6., **Exclusion h. Intellectual Property Rights** has been broadened to exclude intellectual property rights including, but not limited to trademark, service mark, trade dress, or trade name or other intellectual property rights, privileges, or laws.
- **SECTION VI – DEFINITIONS**, paragraph 15. definition of “loss” has been amended to exclude severance packages or similar and attorney’s fees with respect to non-monetary relief “claims” or “suits”.
- Please be advised that if form **421-0353, SCHOOL AND EDUCATORS LEGAL LIABILITY COVERAGE PART**, is attached to your policy, the basis of Deductible for each “claim” is changing to Loss and Defense Expenses from Loss Only.

Beyond the base form, we revised the existing endorsements below to clarify coverage. One or more of these endorsements may be attached to your policy.

Other Changes:

- In the State of Texas, 421-1780 Texas Changes applies to 421-0353 School and Educators Legal Liability Coverage Part.
- In the State of Vermont, 421-1916 Vermont Changes applies to 421-0353 School and Educators Legal Liability Coverage Part.

- 421-0360 Non-Monetary Relief Defense Coverage for School and Educators Legal Liability Coverage
- 421-1704 Non-Monetary Relief Worldwide Defense Coverage for School and Educators Legal Liability Coverage
- 421-0348 Non-Monetary Relief Defense Coverage for Law Enforcement Legal Liability
- 421-1713 Non-Monetary Relief Worldwide Defense Coverage for Law Enforcement Legal Liability
- In the State of Illinois,
 - 421-1777 Illinois Non-monetary Relief Worldwide Defense Coverage for School and Educators Legal Liability applies instead of 421-0360 Non-Monetary Relief Worldwide Defense Coverage for School and Educators Legal Liability Coverage.
 - 421-1773 Illinois Non-monetary Relief Worldwide Defense Coverage for Law Enforcement Professional Legal Liability applies instead of 421-1704 Non-monetary Relief Worldwide Defense Coverage for Law Enforcement Professional Legal Liability Coverage.
- In the State of Louisiana,
 - 421-2097 Louisiana Non-monetary Relief Worldwide Defense Coverage for Law Enforcement Professional Legal Liability applies instead of 421-1704 Non-monetary Relief Worldwide Defense Coverage for Law Enforcement Professional Legal Liability Coverage.
 - 421-2101 Louisiana Non-Monetary Relief Defense Coverage for Law Enforcement Professional Legal Liability applies instead of 421-0348 Non-Monetary Relief Defense Coverage for Law Enforcement Legal Liability
 - 421-2098 Louisiana Non-Monetary Relief Worldwide Defense Coverage for School and Educators Legal Liability applies instead of 421-0360 Non-Monetary Relief Worldwide Defense Coverage for School and Educators Legal Liability Coverage.
 - 421-2100 Louisiana Non-Monetary Relief Defense Coverage for School and Educators Legal Liability Coverage applies instead of 421-0360 Non-Monetary Relief Defense Coverage for School and Educators Legal Liability Coverage
- In the State of New York,
 - 421-1855 New York Non-monetary Relief Worldwide Defense Coverage for Law Enforcement Professional Legal Liability applies instead of 421-1704 Non-monetary Relief Worldwide Defense Coverage for Law Enforcement Professional Legal Liability Coverage.
 - 421-0718 New York Non-Monetary Relief Defense Coverage for Law Enforcement Professional Legal Liability applies instead of 421-0348 Non-Monetary Relief Defense Coverage for Law Enforcement Legal Liability
 - 421-1856 New York Non-Monetary Relief Worldwide Defense Coverage for School and Educators Legal Liability applies instead of 421-0360 Non-Monetary Relief Worldwide Defense Coverage for School and Educators Legal Liability Coverage.
 - 421-0719 New York Non-Monetary Relief Defense Coverage for School and Educators Legal Liability Coverage applies instead of 421-0360 Non-Monetary Relief Defense Coverage for School and Educators Legal Liability Coverage

Beyond the base form, we created the endorsement below. This endorsement may be attached to your policy.

Other Changes:

- 421-5088 Retroactive Date for School and Educators Legal Liability Coverage Form (Split Retro)

Changes that may affect the Commercial Follow Form Excess and Umbrella Liability Policy are below. The endorsement may be attached to your policy.

Changes That May Reduce Coverage

- 475-0619 Exclusion – Law Enforcement Professional Liability (Coverage A and Coverage B)
 - Please be advised that if form **475-0289, EXCLUSION – LAW ENFORCEMENT PROFESSIONAL LIABILITY (COVERAGE A)**, is attached to your policy, at renewal it will be replaced by form **475-0619, EXCLUSION – LAW ENFORCEMENT PROFESSIONAL LIABILITY (COVERAGE A & COVERAGE B)**.
- 475-0620 Exclusion – Law Enforcement Professional Liability (Coverage B)

Changes That Clarify Coverage

- 475-0618 Underlying Claims-made Coverage
- 475-0624 Claims-made Coverage Retroactive Date

IMPORTANT NOTICE TO POLICYHOLDERS

EDUCATIONAL INSTITUTIONS PROPERTY BROADENING ENDORSEMENT – 411-0812 Summary of Form Changes

THIS NOTICE DOES NOT PROVIDE ANY COVERAGE AND DOES NOT REPLACE ANY PROVISION OF YOUR POLICY. PLEASE READ YOUR POLICY AND REVIEW YOUR DECLARATIONS PAGE FOR COMPLETE INFORMATION ON THE COVERAGES YOU ARE PROVIDED. IF THERE IS ANY CONFLICT BETWEEN THE POLICY AND THIS NOTICE, THE PROVISIONS OF THE POLICY SHALL PREVAIL. THIS NOTICE CONTAINS IMPORTANT INFORMATION ABOUT CHANGE IN YOUR COVERAGE. IT DOES NOT ADDRESS EVERY CHANGE MADE IN YOUR POLICY. PLEASE READ THE ENTIRE NOTICE. IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, PLEASE CONTACT YOUR INSURANCE AGENT.

The Hanover has replaced the following form and a summary of the changes that will apply at renewal are explained below.

Educational Institutions Property Broadening Endorsement 411-0812 04 14

Changes That Clarify or Broaden Coverage:

1. In the introduction section of the form, the sentence that begins “The following is added to **C. Limits of Insurance...**” is deleted because limits of insurance that are additional or included are addressed in the LIMITS OF INSURANCE section of the following Broadening Endorsements, one of which is attached to your policy:
 - Bronze Property Broadening Endorsement 411-0791**
 - Silver Property Broadening Endorsement 411-0792**
 - Gold Property Broadening Endorsement 411-0793**
 - Platinum Property Broadening Endorsement 411-0794**

2. Section II. **DEDUCTIBLE** is deleted because the application of deductibles is addressed in the DEDUCTIBLE section of the following Broadening Endorsements, one of which is attached to your policy:
 - Bronze Property Broadening Endorsement 411-0791**
 - Silver Property Broadening Endorsement 411-0792**
 - Gold Property Broadening Endorsement 411-0793**
 - Platinum Property Broadening Endorsement 411-0794**

3. In **Broadened Business Personal Property**, playground equipment is added -in the following Broadening Endorsements, one of which is attached to your policy:
 - Bronze Property Broadening Endorsement 411-0791**
 - Silver Property Broadening Endorsement 411-0792**
 - Gold Property Broadening Endorsement 411-0793**
 - Platinum Property Broadening Endorsement 411-0794**

4. **Fundraiser Business Income** is re-titled **Business Income and Extra Expense – Fundraising Event**.

5. In **Emergency Evacuation Expense**, the term students is deleted and replaced with students, “employees” and visitors.

6. **Paved Surfaces** is added to **Broadened Building Coverage** in the following Broadening Endorsements, one of which is attached to your policy:

Bronze Property Broadening Endorsement 411-0791

Silver Property Broadening Endorsement 411-0792

Gold Property Broadening Endorsement 411-0793

Platinum Property Broadening Endorsement 411-0794

Walks and patios in paragraph (1) are deleted because they are already covered in **Broadened Building Coverage** in the Broadening Endorsement attached to your policy.

In paragraph (2), the sentence that begins "This Limit of Insurance does not apply to driveways, walks or patios..." is added because the Building Limit of Insurance applies to these items, not the sub-limit in this Coverage Extension.

7. In **Real Property of Others Required by Contract**, 'building, doors and windows' in the first paragraph is deleted and replaced with 'building items and appurtenant structures' because Real Property includes building, doors and windows.
8. The **Spoilage** section is amended to clarify what mechanical breakdown and mechanical failure do not mean in paragraph 2(a). Paragraph (6) is also added to outline that the **Spoilage** Additional Coverage will not apply unless specific conditions are met.

The Hanover has replaced the forms referenced below, one of which may or may not be attached to your policy. These coverage forms are being replaced with the corresponding coverage form new edition.

The material is organized by coverage form and endorsements; however, not all coverages, coverage forms or endorsements are included on a particular policy. Please read your policy language carefully.

COVERAGE FORMS, CAUSES OF LOSS FORMS AND RELATED ENDORSEMENTS

Clarifications and Broadening Of Coverage

- **Special Causes Of Loss (CP 10 30)**

The language is revised relating to such incidents, to include reference to the section of pipe that is connected to the water supply or sewer system. Further, the language is revised to remove reference to municipal systems in favor of reference to potable water supply systems and sanitary sewer systems operated by a public or private utility service provider pursuant to authority granted by the state or governmental subdivision where the described premises are located.

OTHER PROPERTY ENDORSEMENTS

1. Clarifications or Broadening In Coverage

- **Multiple Deductible Form (CP 03 20)** New attributes are being introduced with this revision. New edition dates of an existing form number are being introduced. The form provides for different flat dollar deductible amounts for different causes of loss. The form is revised to state explicitly that the endorsement does not apply to Flood.
- **Deductibles By Location (CP 03 29)** New attributes are being introduced with this revision. New edition dates of an existing form number are being introduced. The form provides for different flat dollar deductible amounts for different causes of loss. The form is revised to state explicitly that the endorsement does not apply to Flood.
- **Ordinance Or Law Coverage Endorsement (CP 04 05)** The Post-Loss Ordinance Or Law Option, if made applicable via the Schedule of this endorsement(s), broadens Ordinance Or Law Coverage by including an ordinance or law that is promulgated or revised after a loss but prior to commencement of reconstruction or repair, provided such ordinance or law requires compliance as a condition precedent to obtaining a building permit or certificate of occupancy.
- **Ordinance Or Law Coverage – Virginia (Broad Form) (CP 04 06)** The Post-Loss Ordinance Or Law Option, if made applicable via the Schedule of this endorsement(s), broadens Ordinance Or Law Coverage by including an ordinance or law that is promulgated or revised after a loss but prior to commencement of reconstruction or repair, provided such ordinance or law requires compliance as a condition precedent to obtaining a building permit or certificate of occupancy.
- **West Virginia Ordinance Or Law Coverage (CP 04 13)** The Post-Loss Ordinance Or Law Option, if made applicable via the Schedule of this endorsement(s), broadens Ordinance Or Law Coverage by including an ordinance or law that is promulgated or revised after a loss but prior to commencement of reconstruction or repair, provided such ordinance or law requires compliance as a condition precedent to obtaining a building permit or certificate of occupancy.
- **Ordinance Or Law For Tenant’s Interest In Improvements and Betterments (Tenant’s Policy) (CP 04 26)** New endorsement provides Ordinance Or Law Coverage under a tenant’s policy for improvements and betterments. Coverage(s) **A, B** and/or **C** apply in accordance with entry in the Schedule of this endorsement. This endorsement contains the Post-Loss Ordinance Or Law Option.
- **Ordinance Or Law Coverage For Tenant’s Interest In Improvements and Betterments (Tenant’s Policy) – Virginia (Broad Form) (CP 04 27)** New endorsement provides Ordinance Or Law Coverage under a tenant’s policy for improvements and betterments. Coverage(s) **A, B** and/or **C** apply in accordance with entry in the Schedule of this endorsement. This endorsement contains the Post-Loss Ordinance Or Law Option.
- **West Virginia Ordinance Or Law Coverage For Tenant’s Interest In Improvements and Betterments (Tenant’s Policy) (CP 04 28)** New endorsement provides Ordinance Or Law Coverage under a tenant’s policy for improvements and betterments. Coverage(s) **A, B** and/or **C** apply in accordance with entry in the Schedule of this endorsement. This endorsement contains the Post-Loss Ordinance Or Law Option.
- **California – Ordinance Or Law Coverage For Tenant’s Interest In Improvements And Betterments (Tenant’s Policy) (CP 04 36 12)** New endorsement provides Ordinance Or Law Coverage under a tenant’s policy for improvements and betterments. Coverage(s) **A, B** and/or **C** apply in accordance with entry in the Schedule of this endorsement. This endorsement contains the Post-Loss Ordinance Or Law Option.
- **Functional Building Valuation Endorsement (CP 04 38)** The Post-Loss Ordinance Or Law Option, if made applicable via the Schedule of this endorsement(s), broadens Ordinance Or Law Coverage by including an ordinance or law that is promulgated or revised after a loss but prior to commencement of reconstruction or repair, provided such ordinance or law requires compliance as a condition precedent to obtaining a building permit or certificate of occupancy.
- **New Hampshire – Functional Building Valuation (CP 04 42)** The Post-Loss Ordinance Or Law Option, if made applicable via the Schedule of this endorsement(s), broadens Ordinance Or Law Coverage by including an ordinance or law that is promulgated or revised after a loss but prior to commencement of reconstruction or repair, provided such ordinance or law requires compliance as a condition precedent to obtaining a building permit or certificate of occupancy.

- **Minnesota Changes – Functional Building Valuation (CP 04 43)** The Post-Loss Ordinance Or Law Option, if made applicable via the Schedule of this endorsement(s), broadens Ordinance Or Law Coverage by including an ordinance or law that is promulgated or revised after a loss but prior to commencement of reconstruction or repair, provided such ordinance or law requires compliance as a condition precedent to obtaining a building permit or certificate of occupancy.
- **Scheduled Building Property Tenant’s Policy (CP 14 01)** New endorsement CP 14 01 modifies a tenant's policy by adding certain building property as insured property, on a scheduled basis. Under this endorsement, building property means the building glass, building fixtures and permanently installed machinery and equipment described in the Schedule
- **Unscheduled Building Property Tenant’s Policy (CP 14 02)** replaces **CP 14 70** New endorsement CP 14 02 modifies a tenant's policy by adding certain building property as insured property, on an unscheduled basis. When a Limit of Insurance is shown for Building Glass, insurance is provided for building glass that is part of the building shown in the Schedule. When a Limit of Insurance is shown for Building Property Other Than Glass, insurance is provided for building fixtures and permanently installed machinery and equipment that are part of the building shown in the Schedule.
- **Building Glass – Tenant’s Policy (CP 14 70)** is replaced by either **CP 14 01** or **CP 14 02**
- **Off-Premises Interruption Of Business – Vehicles and Mobile Equipment (CP 15 06)** This is a new coverage option designed to address the off-premises business interruption exposures of vehicles and mobile equipment.
- **Alaska – Ordinance Or Law – Increased Period Of Restoration (CP 15 12)** The Post-Loss Ordinance Or Law Option, if made applicable via the Schedule of this endorsement(s), broadens Ordinance Or Law Coverage by including an ordinance or law that is promulgated or revised after a loss but prior to commencement of reconstruction or repair, provided such ordinance or law requires compliance as a condition precedent to obtaining a building permit or certificate of occupancy.
- **New York – Ordinance Or Law – Increased Period Of Restoration (CP 15 14)** Added Option to include an ordinance or law that is promulgated or revised after the loss but prior to a commencement of reconstruction or repair, provided such ordinance or law requires compliance as a condition precedent to obtaining a building permit or certificate of occupancy.
- **Ordinance Or Law – Increased Period Of Restoration (CP 15 31)** Added Option to include an ordinance or law that is promulgated or revised after the loss but prior to a commencement of reconstruction or repair, provided such ordinance or law requires compliance as a condition precedent to obtaining a building permit or certificate of occupancy.
- **Utility Services – Time Element (CP 15 45)** As revised, the Schedule of Endorsement CP 15 45 provides for entry of an independent waiting period for Business Income losses arising from utility services interruption, that is, a waiting period which could be different from the policy's waiting period. One of the following waiting periods apply to Business Income coverage under Endorsement CP 15 45, subject to entry in the Schedule of that endorsement: no-waiting period; 12 hours; 24 hours; 48 hours; 72 hours; 96 hours; 120 hours; 144 hours; 168 hours.

2. Clarifying or Reduction In Coverage

- **Protective Safeguards (CP 04 11)** A new condition is added to Paragraph A: An automatic burglary alarm or other automatic system listed in the Schedule must be actively engaged and maintained in the "on" position during all non-work hours and whenever the premises are unoccupied.
- **South Dakota Protective Safeguards (CP 04 12)** New edition dates of existing form numbers are being introduced.
- **Burglary and Robbery Protective Safeguards (CP 12 11)** A new condition is added to Paragraph A: An automatic burglary alarm or other automatic system listed in the Schedule must be actively engaged and maintained in the "on" position during all non-work hours and whenever the premises are unoccupied.

OTHER INLAND MARINE ENDORSEMENTS

1. The following endorsements are used to bring forms into compliance with state regulations and other requirements imposed by the insurance department.
 - IM 2003 ~ Amendatory Endorsement Alaska
 - IM 2021 ~ Amendatory Endorsement Georgia
 - IM 2029 ~ Amendatory Endorsement Indiana
 - IM 2037 ~ Amendatory Endorsement Louisiana
 - IM 2041 ~ Amendatory Endorsement Maryland
 - IM 2047 ~ Amendatory Endorsement Minnesota
 - IM 2051 ~ Amendatory Endorsement Missouri
 - IM 2053 ~ Amendatory Endorsement Montana
 - IM 2059 ~ Amendatory Endorsement New Hampshire
 - IM 2069 ~ Amendatory Endorsement North Dakota
 - IM 2085 ~ Amendatory Endorsement South Dakota
 - IM 2089 ~ Amendatory Endorsement Texas
 - IM 2097 ~ Amendatory Endorsement Washington
 - IM 4102 ~ Mortgageholders Endorsement – Illinois
 - IM 7007 ~ Schedule Of Coverages Contractors' Equipment Blanket Equipment Form – Arizona
 - IM 7020 ~ Replacement Cost Endorsement Missouri
 - IM 7020 ~ Replacement Cost Endorsement Louisiana
 - IM 7020 ~ Replacement Cost Endorsement Washington
 - CL 0114 ~ Amendatory Endorsement South Carolina
 - CL 0122 ~ Amendatory Endorsement Kansas
 - CL 0142 ~ Amendatory Endorsement Minnesota
 - CL 0144 ~ Amendatory Endorsement Montana
 - CL 0148 ~ Amendatory Endorsement Arizona
 - CL 0156 ~ Amendatory Endorsement Kentucky
 - CL 0158 ~ Amendatory Endorsement North Carolina
 - CL 0160 ~ Amendatory Endorsement Florida
 - CL 0166 ~ Amendatory Endorsement Rhode Island
 - CL 0168 ~ Amendatory Endorsement Maryland
 - CL 0170 ~ Amendatory Endorsement Missouri
 - CL 0180 ~ Amendatory Endorsement Connecticut
 - CL 0190 ~ Amendatory Endorsement Iowa
 - CL 0195 ~ Amendatory Endorsement Idaho
 - CL 0348 ~ Amendatory Endorsement Alaska
 - CL 0700 ~ Virus Or Bacteria Exclusion

2. Other AAIS form revisions

- **IM 7026 ~ Agreed Amount** This endorsement amends the Valuation provision and puts the coverage on an agreed amount basis for property listed on the Agreed Amount Schedule or described on the Equipment Schedule with agreed amount indicated as the valuation. The endorsement also indicates that coinsurance conditions to not apply to property covered on an agreed amount basis.
- **IM 7036 ~ Equipment Leased Or Rented From Others Schedule** This schedule is used with the Equipment Leased Or Rented From Others Endorsement, IM 7012 to indicate limits, deductible amount, and reporting conditions. This revised edition adds a section for Valuation and the top portion of this schedule includes a place to insert the policy number.
- **IM 7050 ~ Builders' Risk Coverage Scheduled Jobsite Form Comprehensive Form** This comprehensive coverage form provides coverage for all risks of direct physical loss unless the loss is excluded or limited. It provides coverage for buildings and structures while in the course of construction, erection or fabrication. This form restricts coverage to buildings and structures at the jobsites that are specifically described on the schedule of coverages.
- **IM 7051 ~ Builders' Risk Coverage Scheduled Jobsite Form** This basic coverage form provides coverage for all risks of direct physical loss unless the loss is excluded or limited. It provides coverage for buildings and structures at jobsites specifically described on the schedule while in the course of construction.
- **IM 7053 ~ Builders' Risk Coverage – Builders' Risk and Installation Floater Form** This basic coverage form provides coverage for all risks of direct physical loss unless the loss is excluded or limited. It provides builders' risk and installation floater coverages in one form specifically for contractors. Coverage is on a blanket basis for all of the insured's builders' risk and installation projects. Contingent Coverage and/or Difference in Conditions Coverage can be included by indicating limits on the schedule of coverages. By making the proper selection on the schedule, this policy can be written on a reporting form basis.
- **IM 7055 ~ Builders' Risk Comprehensive Form** This Schedule of Coverages is used with the Builders' Risk Coverage - Scheduled Jobsite Form - Comprehensive Form, IM 7050, to enter coverage limits and deductible amounts at scheduled locations.
- **IM 7056 ~ Schedule of Coverages – Builders' Risk** This Schedule of Coverages is used with the Builders' Risk Coverage - Scheduled Jobsite Form, IM 7051, to enter coverage limits and a deductible amount for scheduled locations.
- **IM 7058 ~ Schedule of Coverages – Builders' Risk and Installation Floater** This Schedule of Coverages is used with the Builders' Risk Coverage - Builders' Risk And Installation Floater Form, IM 7053, to indicate limits, reporting conditions requirements, and deductible amounts.
- **IM 7084 ~ Mortgageholders Endorsement** This endorsement is used with any of the five Builders' Risk coverage forms. It includes mortgage provisions if a mortgagee is named in the policy. It provides the number of days for notice of cancellation or non-renewal of the policy as well as information on premium payment and payment for a loss.
- **IM 7101 ~ Installation Floater Coverage – Reporting Form** This coverage form provides coverage for all risks of direct physical loss unless the loss is excluded or limited. It provides coverage for materials, supplies, machinery, fixtures, and equipment belonging to the insured and similar property of others in the insured's care, custody, and control. This equipment must be at a jobsite where the insured is involved in an installation or construction project and will become a permanent part of the project. The reporting form feature is available. Coverage is provided on a blanket basis and there is no coinsurance provision.
- **IM 7106 ~ Schedule Of Coverages – Installation Floater Coverage – Reporting Form** This Schedule of Coverages is used with the Installation Floater Coverage - Reporting Form, IM 7101, to show limits, reporting conditions, and applicable deductible amounts. Revisions were made in conjunction with changes made to the corresponding revised coverage form, IM 7101. The descriptions for limits have been eliminated since limits are described in the coverage form. Contract Penalty, Testing, Earthquake, and Flood Supplemental Coverage limits have been eliminated. Earthquake, Flood, and Sewer Backup deductible amounts have also been eliminated from the schedule.

- **IM 7257 Schedule Of Coverages – Trip Transit Coverage** This schedule is used with the Trip Transit Coverage form, IM 7252 to describe the covered property and the covered shipment and indicate the limits and deductible amount. The revised edition of this schedule has been revised to refer to the defined term "owned vehicle"
- **IM 7470 Mobile Equipment Coverage** This endorsement provides coverage for direct physical loss caused by a covered peril to mobile equipment and similar property of others that is in your care, custody, or control. The revised edition that adds a place to insert the policy number and includes other minor editorial changes.
- **IM 7476 Unattended Vehicle Exclusion** This revised endorsement has added text to clarify that cargo that is in or on a vehicle that is stolen or disappears is also excluded unless the vehicle is attended as specified in the endorsement.
- **IM 7487 Flood and Earth Movement Exclusion** This endorsement adds exclusions for loss caused by Earth Movement or Flood to covered property while at a terminal location.
- **IM 7501 Miscellaneous Bailee – Processor Floater** The Miscellaneous Bailee – Processor Floater provides coverage for direct physical loss caused by a covered peril to property of others in your care, custody, and control for processing. Processing includes, but is not limited to, finishing, repairing, restoring, or adjusting.
- **IM 7503 Exhibition Floater** The Exhibition Floater form provides coverage for property that is on display at an exhibit. The exhibitions can be covered on a scheduled or blanket basis.
- **IM 7504 Sales Representative Floater** The Sales Representative Floater provides coverage for loss caused by a covered peril to samples of stock in trade (including containers) and similar property of others in your care custody and control. In the revised edition of this miscellaneous floater, under Property Not Covered, the provision for Property At Your Premises has been amended.
- **IM 7507 Schedule Of Coverages – Miscellaneous Bailee – Processor Floater** This Schedule of Coverages is used with the Miscellaneous Bailee -Processor Floater, IM 7501, to describe the covered premises and indicate limits and the deductible amount.
- **IM 7509 Schedule Of Coverages – Exhibition Floater – Scheduled Exhibitions** This Schedule of Coverages - Exhibition Floater - Scheduled Exhibitions is used with the Exhibition Floater, IM 7503, to describe the covered property and the scheduled exhibitions including exhibition dates and to indicate the deductible amount.
- **IM 7510 Schedule of Coverages – Sales Representative Floater** This Schedule of Coverages is used with the Sales Representative Floater, IM 7504, to describe the covered property and indicate limits and the deductible amount.
- **IM 7512 Named Perils Endorsement** This endorsement restricts the perils covered to named perils.
- **IM 7514 Schedule Of Coverages – Mobile Equipment Floater** This schedule of coverages is used with IM 7505, Mobile Equipment Floater to indicate limits, optional coverages, coinsurance percentage, valuation, and deductibles. In the revised edition, under Supplemental Coverages, Newly Acquired Equipment replaces Newly Purchased Equipment.
- **IM 7550 Bailee Customers Floater Coverage – Dry Cleaners and Laundry** This coverage form provides coverage for all risks of direct physical loss or damage to the property of others while in the care, custody, and control of a dry cleaner or laundry unless the loss is caused by a peril that is excluded or limited.
- **IM 7555 Schedule of Coverages – Bailee Customers Floater** This schedule is used with the Bailee Customers Floater Coverage - Dry Cleaners and Laundry Form, IM 7550, to indicate limits and deductible amounts.

IMPORTANT NOTICE TO POLICYHOLDERS

BRONZE PROPERTY BROADENING ENDORSEMENT – 411-0791
SILVER PROPERTY BROADENING ENDORSEMENT – 411-0792
GOLD PROPERTY BROADENING ENDORSEMENT – 411-0793
PLATINUM PROPERTY BROADENING ENDORSEMENT – 411-0794
CONDOMINIUM PROPERTY BROADENING ENDORSEMENT – 411-0795
Summary of Form Changes

THIS NOTICE DOES NOT PROVIDE COVERAGE AND DOES NOT REPLACE ANY PROVISION OF YOUR POLICY. PLEASE READ YOUR POLICY AND REVIEW YOUR DECLARATIONS PAGE FOR COMPLETE INFORMATION ON THE COVERAGES YOU ARE PROVIDED. IF THERE IS ANY CONFLICT BETWEEN THE POLICY AND THIS NOTICE, THE PROVISIONS OF THE POLICY SHALL PREVAIL.

THIS NOTICE CONTAINS IMPORTANT INFORMATION ABOUT CHANGE IN YOUR COVERAGE. IT DOES NOT ADDRESS EVERY CHANGE MADE IN YOUR POLICY. PLEASE READ THE ENTIRE NOTICE.

IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, PLEASE CONTACT YOUR INSURANCE AGENT.

The Hanover has replaced the forms referenced below, one of which is attached to your policy. The following is a summary of the changes made to your policy, which will apply at renewal.

- 411-0791 – Bronze Property Broadening Endorsement
- 411-0792 – Silver Property Broadening Endorsement
- 411-0793 – Gold Property Broadening Endorsement
- 411-0794 – Platinum Property Broadening Endorsement
- 411-0795 – Condominium Property Broadening Endorsement

Changes That Clarify or Broaden Coverage in the above referenced forms:

Scheduled Coverages Section

1. **Additional Covered Property** is deleted because:
 - “Theft” of patterns, dies, molds and forms in paragraph **a.** is covered in **Broadened Business Personal Property**
 - The special limits in paragraph **b.** have been moved to the **LIMITATIONS** section
2. In **Broadened Building Coverage**, paragraph **b.** is deleted because the \$2,500 limitation on outdoor signs is not included in **LIMITS OF INSURANCE** section.
3. In **Broadened Business Personal Property**, the coverage for tenant building glass and tenant signs is added and **Building Limit – Inflation Guard** and **Seasonal Increase – Business Personal Property** are moved to the **LIMITS OF INSURANCE** section.
4. **Business Personal Property In Storage Units**, coverage for Business Personal Property stored in a storage unit (including a detached trailer) within 2,000 feet of the buildings of described premises is added.
5. In **Computer and Funds Transfer Fraud**, “electronic data” and “computer programs” have been added to more accurately reflect the fraud exposures created by advances in technology and exclusions are added to clarify the extent of the enhanced coverage.

6. In **Denial of Access to Premises**, “However, this Additional Coverage does not extend beyond the time when ingress to or egress from the described premises is no longer prevented” is added as a clarification.
7. In **Electronic Data Processing Equipment**:
 - An explanation of how this Additional Coverage interacts with the **Extra Expense** Coverage in the endorsement is added.
 - An explanation of how this Additional Coverage applies when only Building Coverage is provided is added.
 - Coverage for modifying or replacing undamaged “hardware” or software” is added as an enhancement (\$10,000 limit).
8. In **Employee Theft including ERISA Compliance**, “clergy or any non-compensated person” is deleted and replaced by volunteer and the Special Exclusion section now addresses the new exposure of virtual currency.
9. In **Fire Protection Equipment Recharge**, coverage for loss or damage to Covered Property from accidental discharge is added and the Special Exclusion section now clarifies that this Additional Coverage is for direct damage and indirect losses such as unrealized income, legal liability damages and expenses are not covered.
10. **Lease Cancellation** is now titled **Business Income and Extra Expense – Lease Cancellation**
11. In **Leasehold Interest**:
 - Coverage is added for increased rent under a replacement lease, not just loss of prepaid rent.
 - The Conditions section clarifies how coverage is applied based on the terms of the lease in effect at the time of loss.
 - The Special Exclusions section now addresses vacancy.
12. In **Money and Securities**, the Special Exclusions section clarifies that coverage for “theft” by the insured or employees is not covered since embezzlement is not insurable and the latter is properly covered by **Employee Theft including ERISA Compliance** included in this endorsement. This section also clarifies that this Additional Coverage is for direct damage and indirect losses such as unrealized income, legal liability damages and expenses are not covered
13. In **Money Orders and Counterfeit Currency**, the Special Exclusion section clarifies that this Additional Coverage is for direct damage and indirect losses such as unrealized income, legal liability damages and expenses are not covered.
14. In **Ordinance or Law**, provisions are added to address how this Additional Coverage applies when relocation to another premises occurs and when Blanket Coverage applies.
15. In **Pollutant Clean-Up and Removal**, payment for testing performed in the course of extracting “pollutants” is added.
16. **Property In Transit** is now titled **Business Personal Property In Transit**.
17. **Property Off Premises** is now titled **Business Personal Property Off Premises** and coverage for property in storage at a leased location is added.
18. **Rewards – Arson, Theft and Vandalism** is now titled **Rewards**.

19. In **Sales Representative Samples**, the exclusion for “theft from an unattended vehicle is deleted.
20. In **Soft Costs**, a clarification is added that this Coverage Extension is excess over other valid and collectible insurance.
21. **Tenant Glass** is added to Broadened Business Personal Property.
22. **Tenant Relocation** is now titled **Lessor’s Tenant Move Expenses**.
23. **Transit Business Income and Extra Expense** is now titled **Business Income and Extra Expense – Transit**.
24. In **Utility Services**, internet access or access to any electronic, cellular or satellite “network” have been added to Services as an enhancement.

Blanket Coverages Section

1. In **Outdoor Property**, the following are added:
 - Fences at locations with Business Personal Property only.
 - Trees, shrubs, plants and lawns that are not “stock” or part of a vegetated roof.
2. In **Valuable Papers and Records**, coverage for “electronic data” is added

New Section

The **LIMITS OF INSURANCE** section is new. It replaces **C. Limits of Insurance** in CP 00 10 and CP 00 18 and makes the Limits of Insurance additional limits unless stated otherwise. In addition, **Business Personal Property Limit – Seasonal Increase** and **Building Limit Increase** are added.

Revised Sections

1. In the **VALUATION** section, the valuation of **Personal Property of Others** is upgraded to **Replacement Cost** when that option is shown in the Declarations.
2. In the **DEFINITIONS** section:
 - “Banking premises” is deleted and replaced by “financial institution”
 - “Communicable disease” is deleted
 - “Computer program” is added
 - “Dependent property” and “dependent property period of restoration” are deleted because they were included in error in this endorsement
 - “Electrical disturbance” is deleted because it is not a defined term
 - “Electronic data” is upgraded to include current technology terms
 - “Finished stock” is added
 - “Flood” now includes release of water from a dam or levee
 - “Food contamination” does not include “communicable disease”

- “Fraudulent instruction” is added
- “Hardware” is upgraded to include current technology terms
- The definition of “in transit” now includes while Covered Property is in the insured’s vehicle, common carrier or contract carrier, including temporary stops and outgoing shipments
- “Mechanical breakdown” is deleted because it is not a defined term
- “Messenger” is added
- “Money” now includes deposits in “financial institutions”
- “Occurrence” is deleted because it is not a defined term
- “Network” is added
- “Period of restoration” is added
- “Social engineering” is added
- “Spoilage” is deleted because it is not a defined term
- “Suspension” is added
- “Valuable papers and records” now includes “electronic data” and items of property that are usual to the graphic arts, printing and publishing industries

Changes That Clarify or Broaden Coverage in the following forms:

Silver Property Broadening Endorsement 411-0792

Gold Property Broadening Endorsement 411-0793

Platinum Property Broadening Endorsement 411-0794

Condominium Property Broadening Endorsement 411-0795

Scheduled Coverages Section:

1. **Business Income and Extra Expenses – Dependent Properties** is added to Business Income (and Extra Expense Coverage) Form CP 00 30 and Business Income (and Extra Expense) Coverage Form – Actual Loss Sustained 411-0581 instead of to Building and Personal Property Coverage Form CP 00 10.
2. Coverage for **Business Income and Extra Expense** is added to **Backup or Overflow of Sewer, Drain or Sump** and the exclusion for failure to maintain sump pumps is deleted.
3. In **Underground Water Seepage**, seepage through doors and windows is added and coverage for Business Income and Extra Expense is added

Changes that Clarify or Broaden Coverage in Condominium Property Broadening Endorsement 411-0795

Realty Tax is retitled **Realty Tax Assessment**. In addition, the phrase “we will reimburse you” is deleted and replaced with “we will pay” and paragraph **a.** in the **Special Exclusion** section clarifies that assessments paid by others on your behalf are not paid by the Company.

Changes to Limits of Insurance have been made in the following forms:

1. Silver Property Broadening Endorsement 411-0792

Limits of Insurance are increased for the following coverages:

- **Business Personal Property in Transit** from \$50,000 to \$100,000
- **Computer/Funds Transfer Fraud** from \$10,000 to \$50,000
- **E-Commerce** from \$5,000 to \$25,000
- **Employee Theft** from \$50,000 to \$100,000
- **Forgery or Alteration** from \$30,000 to \$50,000
- **Money and Securities** from \$10,000 to \$25,000
- **Money Order/Counterfeit Money** from \$10,000 to \$25,000

2. Gold Property Broadening Endorsement 411-0793

Limits of Insurance are increased for the following coverages:

- **Business Personal Property Off Premises** from \$150,000 to \$250,000
- **Computer/Funds Transfer Fraud** from \$15,000 to \$50,000
- **E-Commerce** from \$10,000 to \$50,000
- **Employee Theft** from \$100,000 to \$250,000
- **Forgery or Alteration** from \$30,000 to \$100,000
- **Money and Securities** from \$25,000 to \$50,000
- **Money Orders and Counterfeit Money** from \$25,000 to \$50,000

3. Platinum Property Broadening Endorsement 411-0794

Limits of Insurance are increased for the following coverages:

- **Business Personal Property Off Premises** from \$200,000 to \$250,000
- **Computer/Funds Transfer Fraud** from \$25,000 to \$50,000
- **E-Commerce** from \$25,000 to \$50,000
- **Employee Theft** from \$150,000 to \$250,000
- **Forgery or Alteration** from \$50,000 to \$100,000

4. Condominium Property Broadening Endorsement 411-0795

a. Limits of Insurance are increased for the following coverages:

- **Business Personal Property in Transit** from \$50,000 to \$100,000
- **Computer/Funds Transfer Fraud** from \$10,000 to \$50,000
- **E-Commerce** from \$5,000 to \$25,000
- **Employee Theft** from \$50,000 to \$100,000
- **Forgery or Alteration** from \$30,000 to \$50,000
- **Money and Securities** from \$10,000 to \$25,000
- **Money Order/Counterfeit Money** from \$10,000 to \$25,000

b. The Limit of Insurance for **Backup or Overflow of Sewer, Drain or Sump** is now amendable

Changes That Clarify or Reduce Coverage in the following forms:**411-0791 ~ Bronze Property Broadening Endorsement****411-0792 ~ Silver Property Broadening Endorsement****411-0793 ~ Gold Property Broadening Endorsement****411-0794 ~ Platinum Property Broadening Endorsement****411-0795 ~ Condominium Property Broadening Endorsement**

In E-commerce, b. Interruption of Computer Operations clarification that **Extended Business Income** does not apply to **Interruption of Computer Operations** as **Extended Business Income** is a coverage scheduled separately. We are limiting coverage for **E-commerce. B. Interruption of Computer Operations** to the most we will pay in one policy period is the Limit of Insurance on the Schedule.

The Hanover has replaced the forms referenced below, one of which may or may not be attached to your policy. These coverage forms are being replaced with the corresponding coverage form new edition.

The material is organized by coverage form and endorsements; however, not all coverages, coverage forms or endorsements are included on a particular policy. Please read your policy language carefully.

COVERAGE FORMS, CAUSES OF LOSS FORMS AND RELATED ENDORSEMENTS**Clarifications and Broadening Of Coverage**

- **Special Causes Of Loss (CP 10 30)**

The language is revised relating to such incidents, to include reference to the section of pipe that is connected to the water supply or sewer system. Further, the language is revised to remove reference to municipal systems in favor of reference to potable water supply systems and sanitary sewer systems operated by a public or private utility service provider pursuant to authority granted by the state or governmental subdivision where the described premises are located.

OTHER PROPERTY ENDORSEMENTS**1. Clarifications or Broadening In Coverage**

- **Multiple Deductible Form (CP 03 20)** New attributes are being introduced with this revision. New edition dates of an existing form number are being introduced. The form provides for different flat dollar deductible amounts for different causes of loss. The form is revised to state explicitly that the endorsement does not apply to Flood.
- **Deductibles By Location (CP 03 29)** New attributes are being introduced with this revision. New edition dates of an existing form number are being introduced. The form provides for different flat dollar deductible amounts for different causes of loss. The form is revised to state explicitly that the endorsement does not apply to Flood.
- **Ordinance Or Law Coverage Endorsement (CP 04 05)** The Post-Loss Ordinance Or Law Option, if made applicable via the Schedule of this endorsement(s), broadens Ordinance Or Law Coverage by including an ordinance or law that is promulgated or revised after a loss but prior to commencement of reconstruction or repair, provided such ordinance or law requires compliance as a condition precedent to obtaining a building permit or certificate of occupancy.
- **Ordinance Or Law Coverage – Virginia (Broad Form) (CP 04 06)** The Post-Loss Ordinance Or Law Option, if made applicable via the Schedule of this endorsement(s), broadens Ordinance Or Law Coverage by including an ordinance or law that is promulgated or revised after a loss but prior to commencement of reconstruction or repair, provided such ordinance or law requires compliance as a condition precedent to obtaining a building permit or certificate of occupancy.

- **West Virginia Ordinance Or Law Coverage (CP 04 13)** The Post-Loss Ordinance Or Law Option, if made applicable via the Schedule of this endorsement(s), broadens Ordinance Or Law Coverage by including an ordinance or law that is promulgated or revised after a loss but prior to commencement of reconstruction or repair, provided such ordinance or law requires compliance as a condition precedent to obtaining a building permit or certificate of occupancy.
- **Ordinance Or Law For Tenant's Interest In Improvements and Betterments (Tenant's Policy) (CP 04 26)** New endorsement provides Ordinance Or Law Coverage under a tenant's policy for improvements and betterments. Coverage(s) **A, B** and/or **C** apply in accordance with entry in the Schedule of this endorsement. This endorsement contains the Post-Loss Ordinance Or Law Option.
- **Ordinance Or Law Coverage For Tenant's Interest In Improvements and Betterments (Tenant's Policy) – Virginia (Broad Form) (CP 04 27)** New endorsement provides Ordinance Or Law Coverage under a tenant's policy for improvements and betterments. Coverage(s) **A, B** and/or **C** apply in accordance with entry in the Schedule of this endorsement. This endorsement contains the Post-Loss Ordinance Or Law Option.
- **West Virginia Ordinance Or Law Coverage For Tenant's Interest In Improvements and Betterments (Tenant's Policy) (CP 04 28)** New endorsement provides Ordinance Or Law Coverage under a tenant's policy for improvements and betterments. Coverage(s) **A, B** and/or **C** apply in accordance with entry in the Schedule of this endorsement. This endorsement contains the Post-Loss Ordinance Or Law Option.
- **California – Ordinance Or Law Coverage For Tenant's Interest In Improvements And Betterments (Tenant's Policy) (CP 04 36 12)** New endorsement provides Ordinance Or Law Coverage under a tenant's policy for improvements and betterments. Coverage(s) **A, B** and/or **C** apply in accordance with entry in the Schedule of this endorsement. This endorsement contains the Post-Loss Ordinance Or Law Option.
- **Functional Building Valuation Endorsement (CP 04 38)** The Post-Loss Ordinance Or Law Option, if made applicable via the Schedule of this endorsement(s), broadens Ordinance Or Law Coverage by including an ordinance or law that is promulgated or revised after a loss but prior to commencement of reconstruction or repair, provided such ordinance or law requires compliance as a condition precedent to obtaining a building permit or certificate of occupancy.
- **New Hampshire – Functional Building Valuation (CP 04 42)** The Post-Loss Ordinance Or Law Option, if made applicable via the Schedule of this endorsement(s), broadens Ordinance Or Law Coverage by including an ordinance or law that is promulgated or revised after a loss but prior to commencement of reconstruction or repair, provided such ordinance or law requires compliance as a condition precedent to obtaining a building permit or certificate of occupancy.
- **Minnesota Changes – Functional Building Valuation (CP 04 43)** The Post-Loss Ordinance Or Law Option, if made applicable via the Schedule of this endorsement(s), broadens Ordinance Or Law Coverage by including an ordinance or law that is promulgated or revised after a loss but prior to commencement of reconstruction or repair, provided such ordinance or law requires compliance as a condition precedent to obtaining a building permit or certificate of occupancy.
- **Scheduled Building Property Tenant's Policy (CP 14 01)** New endorsement CP 14 01 modifies a tenant's policy by adding certain building property as insured property, on a scheduled basis. Under this endorsement, building property means the building glass, building fixtures and permanently installed machinery and equipment described in the Schedule
- **Unscheduled Building Property Tenant's Policy (CP 14 02)** replaces **CP 14 70** New endorsement CP 14 02 modifies a tenant's policy by adding certain building property as insured property, on an unscheduled basis. When a Limit of Insurance is shown for Building Glass, insurance is provided for building glass that is part of the building shown in the Schedule. When a Limit of Insurance is shown for Building Property Other Than Glass, insurance is provided for building fixtures and permanently installed machinery and equipment that are part of the building shown in the Schedule.
- **Building Glass – Tenant's Policy (CP 14 70)** is replaced by either **CP 14 01** or **CP 14 02**
- **Off-Premises Interruption Of Business – Vehicles and Mobile Equipment (CP 15 06)** This is a new coverage option designed to address the off-premises business interruption exposures of vehicles and mobile equipment.

- **Alaska – Ordinance Or Law – Increased Period Of Restoration (CP 15 12)** The Post-Loss Ordinance Or Law Option, if made applicable via the Schedule of this endorsement(s), broadens Ordinance Or Law Coverage by including an ordinance or law that is promulgated or revised after a loss but prior to commencement of reconstruction or repair, provided such ordinance or law requires compliance as a condition precedent to obtaining a building permit or certificate of occupancy.
- **New York – Ordinance Or Law – Increased Period Of Restoration (CP 15 14)** Added Option to include an ordinance or law that is promulgated or revised after the loss but prior to a commencement of reconstruction or repair, provided such ordinance or law requires compliance as a condition precedent to obtaining a building permit or certificate of occupancy.
- **Ordinance Or Law – Increased Period Of Restoration (CP 15 31)** Added Option to include an ordinance or law that is promulgated or revised after the loss but prior to a commencement of reconstruction or repair, provided such ordinance or law requires compliance as a condition precedent to obtaining a building permit or certificate of occupancy.
- **Utility Services – Time Element (CP 15 45)** As revised, the Schedule of Endorsement CP 15 45 provides for entry of an independent waiting period for Business Income losses arising from utility services interruption, that is, a waiting period which could be different from the policy's waiting period. One of the following waiting periods apply to Business Income coverage under Endorsement CP 15 45, subject to entry in the Schedule of that endorsement: no-waiting period; 12 hours; 24 hours; 48 hours; 72 hours; 96 hours; 120 hours; 144 hours; 168 hours.

2. Clarifying or Reduction In Coverage

- **Protective Safeguards (CP 04 11)** A new condition is added to Paragraph A: An automatic burglary alarm or other automatic system listed in the Schedule must be actively engaged and maintained in the "on" position during all non-work hours and whenever the premises are unoccupied.
- **South Dakota Protective Safeguards (CP 04 12)** New edition dates of existing form numbers are being introduced.
- **Burglary and Robbery Protective Safeguards (CP 12 11)** A new condition is added to Paragraph A: An automatic burglary alarm or other automatic system listed in the Schedule must be actively engaged and maintained in the "on" position during all non-work hours and whenever the premises are unoccupied.

OTHER INLAND MARINE ENDORSEMENTS

1. The following endorsements are used to bring forms into compliance with state regulations and other requirements imposed by the insurance department.
 - IM 2003 ~ Amendatory Endorsement Alaska
 - IM 2021 ~ Amendatory Endorsement Georgia
 - IM 2029 ~ Amendatory Endorsement Indiana
 - IM 2037 ~ Amendatory Endorsement Louisiana
 - IM 2041 ~ Amendatory Endorsement Maryland
 - IM 2047 ~ Amendatory Endorsement Minnesota
 - IM 2051 ~ Amendatory Endorsement Missouri
 - IM 2053 ~ Amendatory Endorsement Montana
 - IM 2059 ~ Amendatory Endorsement New Hampshire
 - IM 2069 ~ Amendatory Endorsement North Dakota
 - IM 2085 ~ Amendatory Endorsement South Dakota
 - IM 2089 ~ Amendatory Endorsement Texas
 - IM 2097 ~ Amendatory Endorsement Washington
 - IM 4102 ~ Mortgageholders Endorsement – Illinois
 - IM 7007 ~ Schedule Of Coverages Contractors' Equipment Blanket Equipment Form – Arizona
 - IM 7020 ~ Replacement Cost Endorsement Missouri
 - IM 7020 ~ Replacement Cost Endorsement Louisiana
 - IM 7020 ~ Replacement Cost Endorsement Washington
 - CL 0114 ~ Amendatory Endorsement South Carolina
 - CL 0122 ~ Amendatory Endorsement Kansas
 - CL 0142 ~ Amendatory Endorsement Minnesota
 - CL 0144 ~ Amendatory Endorsement Montana
 - CL 0148 ~ Amendatory Endorsement Arizona
 - CL 0156 ~ Amendatory Endorsement Kentucky
 - CL 0158 ~ Amendatory Endorsement North Carolina
 - CL 0160 ~ Amendatory Endorsement Florida
 - CL 0166 ~ Amendatory Endorsement Rhode Island
 - CL 0168 ~ Amendatory Endorsement Maryland
 - CL 0170 ~ Amendatory Endorsement Missouri
 - CL 0180 ~ Amendatory Endorsement Connecticut
 - CL 0190 ~ Amendatory Endorsement Iowa
 - CL 0195 ~ Amendatory Endorsement Idaho
 - CL 0348 ~ Amendatory Endorsement Alaska
 - CL 0700 ~ Virus Or Bacteria Exclusion

2. Other AAIS form revisions

- **IM 7026 ~ Agreed Amount** This endorsement amends the Valuation provision and puts the coverage on an agreed amount basis for property listed on the Agreed Amount Schedule or described on the Equipment Schedule with agreed amount indicated as the valuation. The endorsement also indicates that coinsurance conditions to not apply to property covered on an agreed amount basis.
- **IM 7036 ~ Equipment Leased Or Rented From Others Schedule** This schedule is used with the Equipment Leased Or Rented From Others Endorsement, IM 7012 to indicate limits, deductible amount, and reporting conditions. This revised edition adds a section for Valuation and the top portion of this schedule includes a place to insert the policy number.
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- **IM 7058 ~ Schedule of Coverages – Builders' Risk and Installation Floater** This Schedule of Coverages is used with the Builders' Risk Coverage - Builders' Risk And Installation Floater Form, IM 7053, to indicate limits, reporting conditions requirements, and deductible amounts.
- **IM 7084 ~ Mortgageholders Endorsement** This endorsement is used with any of the five Builders' Risk coverage forms. It includes mortgage provisions if a mortgagee is named in the policy. It provides the number of days for notice of cancellation or non-renewal of the policy as well as information on premium payment and payment for a loss.
- **IM 7101 ~ Installation Floater Coverage – Reporting Form** This coverage form provides coverage for all risks of direct physical loss unless the loss is excluded or limited. It provides coverage for materials, supplies, machinery, fixtures, and equipment belonging to the insured and similar property of others in the insured's care, custody, and control. This equipment must be at a jobsite where the insured is involved in an installation or construction project and will become a permanent part of the project. The reporting form feature is available. Coverage is provided on a blanket basis and there is no coinsurance provision.
- **IM 7106 ~ Schedule Of Coverages – Installation Floater Coverage – Reporting Form** This Schedule of Coverages is used with the Installation Floater Coverage - Reporting Form, IM 7101, to show limits, reporting conditions, and applicable deductible amounts. Revisions were made in conjunction with changes made to the corresponding revised coverage form, IM 7101. The descriptions for limits have been eliminated since limits are described in the coverage form. Contract Penalty, Testing, Earthquake, and Flood Supplemental Coverage limits have been eliminated. Earthquake, Flood, and Sewer Backup deductible amounts have also been eliminated from the schedule.

- **IM 7257 Schedule Of Coverages – Trip Transit Coverage** This schedule is used with the Trip Transit Coverage form, IM 7252 to describe the covered property and the covered shipment and indicate the limits and deductible amount. The revised edition of this schedule has been revised to refer to the defined term "owned vehicle"
- **IM 7470 Mobile Equipment Coverage** This endorsement provides coverage for direct physical loss caused by a covered peril to mobile equipment and similar property of others that is in your care, custody, or control. The revised edition that adds a place to insert the policy number and includes other minor editorial changes.
- **IM 7476 Unattended Vehicle Exclusion** This revised endorsement has added text to clarify that cargo that is in or on a vehicle that is stolen or disappears is also excluded unless the vehicle is attended as specified in the endorsement.
- **IM 7487 Flood and Earth Movement Exclusion** This endorsement adds exclusions for loss caused by Earth Movement or Flood to covered property while at a terminal location.
- **IM 7501 Miscellaneous Bailee – Processor Floater** The Miscellaneous Bailee – Processor Floater provides coverage for direct physical loss caused by a covered peril to property of others in your care, custody, and control for processing. Processing includes, but is not limited to, finishing, repairing, restoring, or adjusting.
- **IM 7503 Exhibition Floater** The Exhibition Floater form provides coverage for property that is on display at an exhibit. The exhibitions can be covered on a scheduled or blanket basis.
- **IM 7504 Sales Representative Floater** The Sales Representative Floater provides coverage for loss caused by a covered peril to samples of stock in trade (including containers) and similar property of others in your care custody and control. In the revised edition of this miscellaneous floater, under Property Not Covered, the provision for Property At Your Premises has been amended.
- **IM 7507 Schedule Of Coverages – Miscellaneous Bailee – Processor Floater** This Schedule of Coverages is used with the Miscellaneous Bailee -Processor Floater, IM 7501, to describe the covered premises and indicate limits and the deductible amount.
- **IM 7509 Schedule Of Coverages – Exhibition Floater – Scheduled Exhibitions** This Schedule of Coverages - Exhibition Floater - Scheduled Exhibitions is used with the Exhibition Floater, IM 7503, to describe the covered property and the scheduled exhibitions including exhibition dates and to indicate the deductible amount.
- **IM 7510 Schedule of Coverages – Sales Representative Floater** This Schedule of Coverages is used with the Sales Representative Floater, IM 7504, to describe the covered property and indicate limits and the deductible amount.
- **IM 7512 Named Perils Endorsement** This endorsement restricts the perils covered to named perils.
- **IM 7514 Schedule Of Coverages – Mobile Equipment Floater** This schedule of coverages is used with IM 7505, Mobile Equipment Floater to indicate limits, optional coverages, coinsurance percentage, valuation, and deductibles. In the revised edition, under Supplemental Coverages, Newly Acquired Equipment replaces Newly Purchased Equipment.
- **IM 7550 Bailee Customers Floater Coverage – Dry Cleaners and Laundry** This coverage form provides coverage for all risks of direct physical loss or damage to the property of others while in the care, custody, and control of a dry cleaner or laundry unless the loss is caused by a peril that is excluded or limited.
- **IM 7555 Schedule of Coverages – Bailee Customers Floater** This schedule is used with the Bailee Customers Floater Coverage - Dry Cleaners and Laundry Form, IM 7550, to indicate limits and deductible amounts.



ZHQ H016173 03

The Hanover Insurance Company (A Stock Company)
440 Lincoln Street, Worcester, MA 01653-0002
Commercial Line Policy
Common Declarations

CM

Policy Number	Policy Period		Coverage is Provided in the:	Agency Code
	From	To		
ZHQ H016173 03	08/20/2022	08/20/2023	The Hanover Insurance Company	5103209

Named Insured and Address :

Agent :

ACADEMIA ANTONIA ALONSO INC 4403 LANCASTER PIKE BARLEY MILL PLAZA - BLDG #26 WILMINGTON DE 19805	ARTHUR C HALL, INC ARTHUR HALL INSURANCE PO BOX 512 WEST CHESTER PA 19381
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Branch : Maryland
Policy Period : From 08/20/2022 To 08/20/2023
 12:01 A.M. Standard Time at Your Mailing Address Shown Above.
Business Description: School
Legal Entity: Corporation

In Consideration of the premium, insurance is provided the Named Insured with respect to those premises described in the attached schedule(s) for which a specific limit of insurance is shown. This is subject to all terms of this policy including Common Policy Conditions. Coverage Parts, Forms and Endorsements may be subject to adjustment and/or a policy minimum premium.

Commercial Property Coverage	\$19,074.00
Commercial General Liability Coverage	\$10,656.00
Professional Liability Coverage	\$6,750.00
Commercial Inland Marine Coverage	\$511.00
Commercial Crime Coverage	Not Covered
Commercial Auto Coverage	Not Covered
Total Surcharges Premium	N/A
Additional Premium For Policy Minimum	N/A
** Total	\$36,991.00

**INCLUDES PREMIUM, IF ANY, FOR TERRORISM; REFER TO DISCLOSURE NOTICE

Countersigned _____ By _____

10 Pay - 20% Down



ACADEMIA ANTONIA ALONSO INC

ZHQ H016173 03

ARTHUR C HALL, INC

Group Number ZSX

ACADEMIA ANTONIA ALONSO INC

ZHQ H016173 03

ARTHUR C HALL, INC

Locations of All Premises You Own, Rent or Occupy

Location: 1

300 N Wakefield Dr
Newark DE
19702

Forms Applicable to all Coverage Parts:

*Asterisk denotes new or changed form

<u>Form Number</u>	<u>Edition Date</u>	<u>Description</u>
401-1337	02/16	Trade Or Economic Sanctions Endorsement
* 401-1374	12/20	Disclosure Pursuant To Terrorism Risk Insurance Act
401-1377	06/20	Company Address Listing
* 401-1402	06/22	Important Notice To Policyholders Summary Of Form Changes
401-1504	01/20	Cap On Losses From Certified Acts Of Terrorism
401-1505	01/20	Exclusion - Punitive Damages Related To A Certified Act Of Terrorism
IL 00 03	09/08	Calculation of Premium
IL 00 17	11/98	Common Policy Conditions
IL 00 21	09/08	Nuclear Energy Liability Exclusion Endorsement
IL 02 37	04/12	Delaware Changes - Termination Provisions
IL 09 35	07/02	Exclusion of Certain Computer-Related Losses
IL 09 52	01/15	Cap On Losses From Certified Acts of Terrorism
SIG 11 00	11/17	Signature Page



ACADEMIA ANTONIA ALONSO INC

ZHQ H016173 03

ARTHUR C HALL, INC

Commercial Property Coverage Part Declaration

Total Property Premium \$19,074.00

Coverages Provided:

Insurance at the Described Premises applies only for the coverage shown below:

<u>LOC</u>	<u>BLDG</u>	Occupancy:	Schools - Public or private - elementary, kindergarten or junior high
1	1	Territory:	020
		Construction:	Frame
		Protection Class:	3

<u>LOC</u>	<u>BLDG</u>	<u>Coverage:</u>	<u>Cause of Loss:</u>	<u>Premiums:</u>
1	1	Tenants Improvements and Betterments	Special	\$10,094.00
		Limit Of Insurance:	\$9,800,000.00	
		Replacement Cost		
		Coinsurance:	100%	
		Agreed Value	Agreed Expiration: 08/20/2023	

<u>LOC</u>	<u>BLDG</u>	<u>Coverage:</u>	<u>Cause of Loss:</u>	<u>Premiums:</u>
1	1	Contents All Inclusive	Special	\$2,060.00
		Limit Of Insurance:	\$2,000,000.00	
		Replacement Cost		
		Coinsurance	100%	
		Agreed Value	Agreed Expiration: 08/20/2023	

<u>LOC</u>	<u>BLDG</u>	<u>Coverage:</u>	<u>Cause of Loss:</u>	<u>Premiums:</u>
1	1	Business Income	Special	\$4,290.00
		Limit Of Insurance:	\$3,000,000.00	
		Coinsurance	100%	



ACADEMIA ANTONIA ALONSO INC

ZHQ H016173 03

ARTHUR C HALL, INC

Commercial Property Coverage Part Declaration

Extended Period of Indemnity 60 Days Included

Business Income Time Deductible 72 Hours

<u>LOC</u>	<u>BLDG</u>	<u>DED BY</u> <u>LOC</u>	<u>APPLICABLE DEDUCTIBLE</u>	
1	1		Windstorm/Hail Deductible	\$1,000.00
			Theft Deductible:	\$1,000.00
			Other Deductible:	\$1,000.00
			Named Storm % Ded:	Not Applicable

Additional Premium for Property Minimum : N/A

Miscellaneous/Optional Property Coverages: **PREMIUM**

Data Breach	\$65.00
Boiler / Machinery / Equipment Breakdown (Equipment Breakdown Sublimit : \$100,000)	\$1,577.00
Emergency Event Management Coverage	\$140.00
Terrorism Premium	\$130.00
Gold Property Broadening Endorsement	\$619.00
Educational Institutions - Property Broadening Endorsement	\$99.00



ACADEMIA ANTONIA ALONSO INC

ZHQ H016173 03

ARTHUR C HALL, INC

Forms Applicable to Property Coverage Parts:

*Asterisk denotes new or changed form

<u>Form Number</u>	<u>Edition Date</u>	<u>Description</u>
411-0610	04/14	Emergency Event Management
411-0669	01/15	Data Breach Coverage Form
411-0679	04/10	Associates And Family Members Additional Coverage Endorsement
411-0681	12/09	Identity Theft Resolution Services
* 411-0793	04/22	Gold Property Broadening Endorsement
* 411-0812	04/22	Educational Institutions Property Broadening Endorsement
* 411-1016	04/22	Notice to Policyholders Educational Institution Property Broadening Endorsement
* 411-1022	04/22	Notice To Policyholders Bronze, Silver, Gold, Platinum, Condominium Property Broadening Endorsement
451-0038	11/16	Equipment Breakdown Coverage (Including Electronic Circuitry Impairment)
* 451-0039	11/16	Commercial Property Coverage Part Equipment Breakdown Coverage Schedule
CP 00 10	10/12	Building and Personal Property Coverage Form
CP 00 30	10/12	Business Income (And Extra Expense) Coverage Form
CP 00 90	07/88	Commercial Property Conditions
CP 01 40	07/06	Exclusion of Loss Due to Virus or Bacteria
* CP 10 30	09/17	Causes Of Loss - Special Form
CP 12 18	10/12	Loss Payable Provisions



ACADEMIA ANTONIA ALONSO INC

ZHQ H016173 03

ARTHUR C HALL, INC

Property Schedule of Additional Interest

Location: 1 Building: 1

Lenders Loss Payable

M&T Bank
PO Box 1358
Buffalo NY 14240

Location: 1 Building: 1

Lenders Loss Payable

TIAA Commercial Finance Inc
PO Box 3886
Bellevue WA 98009
Cannon Image

Location: 1 Building: 1

Lenders Loss Payable

TIAA Commercial Finance Inc
PO Box 3886
Bellevue WA 98009
Cannon IR ADV



ACADEMIA ANTONIA ALONSO
INC

ZHQ H016173 03

ARTHUR C HALL, INC

Commercial General Liability Coverage Part Declaration

Audit Frequency: Annual

Limits of Insurance:

General Aggregate Limit	\$2,000,000
Products-Completed Operations are Included in the General Aggregate Limit	
Each Occurrence Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Damage to Premises Rented to You Limit	\$100,000
Medical Expense Limit, Any One Person	\$10,000
General Liability Deductible:	
Total Advance Commercial General Liability Premium	\$10,656.00

THIS POLICY CONTAINS AGGREGATE LIMITS; REFER TO SECTION III - LIMITS OF INSURANCE FOR DETAILS

Forms Applicable to General Liability Coverage Parts:

*Asterisk denotes new or changed form

<u>Form Number</u>	<u>Edition Date</u>	<u>Description</u>
421-0022	12/90	Asbestos Liability Exclusion
421-0334	07/16	Sexual Misconduct Or Sexual Molestation Liability (Occurrence - Separate Aggregate)
421-0361	06/15	Other Coverage Amendment
421-0362	09/19	Exclusion - Law Enforcement Professional Liability
421-0366	07/16	Abuse or Molestation Exclusion
421-1377	10/10	Innocent Employee Defense Coverage Endorsement
421-1729	02/11	Broadened Bodily Injury And Property Damage For Educational Institutions
421-1744	09/19	Incidental Professional Liability Coverage For Educational Institutions Endorsement
421-2139	08/11	Liberalization Clause
421-2915	06/15	Commercial General Liability Broadening Endorsement
421-2925	06/17	Commercial General Liability Enhancement Endorsement - Educational Institutions
* 421-4503	04/18	Neurodegenerative Injury Conditions
CG 00 01	04/13	Commercial General Liability Coverage Form - Occurrence
CG 04 35	12/07	Employee Benefits Liability Coverage
CG 21 06	05/14	Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability - With Limited Bodily Injury Exception
* CG 21 32	05/09	Communicable Disease Exclusion
CG 21 47	12/07	Employment - Related Practices Exclusion
CG 21 67	12/04	Fungi or Bacteria Exclusion
CG 21 70	01/15	Cap On Losses From Certified Acts of Terrorism
CG 21 76	01/15	Exclusion of Punitive Damages Related To A Certified Act Of Terrorism



ACADEMIA ANTONIA ALONSO INC

ZHQ H016173 03

ARTHUR C HALL, INC

Forms Applicable to General Liability Coverage Parts:

*Asterisk denotes new or changed form

<u>Form Number</u>	<u>Edition Date</u>	<u>Description</u>
CG 21 96	03/05	Silica or Silica-Related Dust Exclusion
CG 22 30	07/98	Exclusion - Corporal Punishment
IL 01 51	01/12	Delaware Changes - Civil Union



ACADEMIA ANTONIA ALONSO INC

ZHQ H016173 03

ARTHUR C HALL, INC

Commercial General Liability Classification Schedule Declaration

<u>LOC</u>	<u>ST</u>	<u>TERR</u>	<u>CODE</u>	<u>SUBLINE</u>	<u>PREMIUM BASIS</u>	<u>PER</u>	<u>RATE</u>	<u>ADVANCE PREMIUM</u>
1	DE	001	47471	334	700 Each Student	Each	11.851	\$8,296.00

Products – Completed Operations are Included in the General Aggregate Limit

Schools public elementary, kindergarten or junior high

Miscellaneous/Optional General Liability Coverages

Advance Premium

Employee Benefits Coverage	\$330.00
Terrorism Premium	\$55.00
Incidental Professional Liability Coverage for Educational Institutions - Occurrence	\$50.00
Innocent Employee Criminal Defense Endorsement	\$25.00
School and Educators Legal Liability - Claims Made (SELL Retro Date) 08/21/2014 (D&O Retro Date) 08/21/2014	\$3,250.00
Educational Institution Employment Practices Liability Endorsement With Third Party Coverage - Defense Expenses Outside Limits (Retro Date) 08/21/2014	\$3,500.00
CGL Enhancement - Educational Institutions	\$250.00
Sexual Misconduct or Sexual Molestation Liability - Occurrence - Separate Aggregate	\$1,650.00

Additional Premium for Coverage Minimum: N/A

Total Advance General Liability Premium \$10,656.00

Subline 334 Premises and Operations

Underwritten by: *The Hanover Insurance Company*

DECLARATIONS

SCHOOL AND EDUCATORS LEGAL LIABILITY COVERAGE PART

**THIS IS CLAIMS-MADE COVERAGE.
READ YOUR COVERAGE PART CAREFULLY.**

CLAIMS-MADE WARNING

THIS POLICY PROVIDES COVERAGE ON A CLAIMS-MADE BASIS. SUBJECT TO ITS TERMS, THIS POLICY APPLIES ONLY TO "CLAIMS" FIRST MADE AGAINST YOU DURING THE "POLICY PERIOD", AUTOMATIC EXTENDED REPORTING PERIOD OR ANY PURCHASED OPTIONAL EXTENDED REPORTING PERIOD THAT MAY APPLY. PLEASE READ THE POLICY CAREFULLY TO DETERMINE RIGHTS, DUTIES, COVERAGE AND COVERAGE RESTRICTIONS.

"DEFENSE EXPENSES" WITHIN LIMITS NOTICE

THE EMPLOYMENT PRACTICES LIABILITY COVERAGE ENDORSEMENT OF THIS CLAIMS-MADE POLICY MAY PROVIDE FOR "DEFENSE EXPENSES" PAYABLE WITHIN, AND NOT IN ADDITION TO, THE LIMIT OF INSURANCE, AS SELECTED IN ITEM 4 BELOW. "DEFENSE EXPENSES" INCURRED WILL REDUCE AND MAY EXHAUST THE LIMIT OF INSURANCE, AND WILL BE APPLIED AGAINST THE DEDUCTIBLE. IN THE EVENT THAT THE LIMIT OF INSURANCE IS EXHAUSTED, WE SHALL NOT BE LIABLE FOR "DEFENSE EXPENSES", JUDGMENTS OR SETTLEMENTS IN EXCESS OF THE APPLICABLE LIMIT.

Policy Number: ZHQ H016173 03	Policy Period: From: 08/20/2022 To: 08/20/2023 12:01 A.M. Standard Time at the address of the First Named Insured as stated herein.	Agent Name and Address: 5103209 ARTHUR C HALL, INC ARTHUR HALL INSURANCE PO BOX 512 WEST CHESTER
Underwriting Company: <i>The Hanover Insurance Company</i> Address: 440 Lincoln Street		

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

Item 1. Named Insured And Address:	ACADEMIA ANTONIA ALONSO INC 4403 LANCASTER PIKE BARLEY MILL PLAZA - BLDG #26 WILMINGTON DE 19805
Item 2. Form of Business:	
<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Organization (Other than Partnership, Joint Venture or Limited Liability Company)	
Business Description: School	

**Item 3. SCHOOL AND EDUCATORS LEGAL LIABILITY COVERAGE PART
 LIMITS OF INSURANCE:**

Each "Claim" Limit	\$ 1,000,000
School and Educators Legal Liability Aggregate Limit	\$ 2,000,000

DEDUCTIBLE:

Deductible Amount	\$ 10,000
Basis of Deductible	Each "claim"

- Loss only
- Loss and Defense Expenses

RETROACTIVE DATE:

This insurance does not apply to "educators wrongful acts" or "wrongful acts" committed before the Retroactive Date, if any, shown here: Refer to form 421-5088

(Enter date or "none" if no Retroactive Date applies.)

Item 4. EDUCATIONAL INSTITUTION EMPLOYMENT PRACTICES

- EDUCATIONAL INSTITUTION EMPLOYMENT PRACTICES LIABILITY
- Defense Expenses Outside of Limits
- Defense Expenses Within Limits

LIMITS OF INSURANCE:

"Wrongful Employment Act" Limit	\$1,000,000
Employment Practices Aggregate Limit	\$1,000,000

DEDUCTIBLE:

Deductible Amount	\$10,000
Basis of Deductible	Per "Wrongful Employment Act"

- Loss only
- Loss and Defense Expenses

RETROACTIVE DATE:

This insurance does not apply to "wrongful employment acts" committed before the Retroactive Date, if any, shown here: 08/21/2014

(Enter date or "none" if no Retroactive Date applies.)

Estimated Annual Premium	\$6,750
Annual Minimum Premium	\$
Advance Premium	\$

- PREPAID – the total annual premium is due at inception.
- HANOCASH - the annual premium is payable according to the term of the Hanocash endorsement attached.
- ACCOUNT BILL DIRECT BILL Annual Semi-Annual Other
- Audit period: Non Auditable unless indicated by Annual Semi-Annual Other

Premium

Class Code	Classification Description	Premium Base	Advance Premium
47471	School and Educators Legal Liability coverage	Number of Students	3,250

FORMS AND ENDORSEMENTS

Forms and Endorsements applying to this Coverage Part and made a part of this policy:

Form Number:	Edition Date:	Title:
* 421-0353	06/22	School And Educators Legal Liability Coverage Part
421-0357	06/19	Declarations School And Educators Legal Liability Coverage Part
421-1701	06/17	Punitive Damages Endorsement - Schools And Educators Legal Liability
421-1705	06/17	Exclusion - Recording And Distribution Of Material Or Information In Violation Of Law
421-1719	06/17	Educational Institution Employment Practices Liability (Defense Outside Limits)
421-2081	06/17	Delaware Changes
421-4182	06/17	Liberalization Clause
* 421-5088	06/22	Retroactive Date for School and Educators Legal Liability Coverage Part (Split Retro)

Notice of a Claim:

Report any “educators wrongful act,” “wrongful act” or “wrongful employment act” which may result in a “claim” to the Company as required by **SECTION IV – SCHOOL AND EDUCATORS LEGAL LIABILITY CONDITIONS, 2. Duties in the Event of Educators Wrongful Act, Wrongful Act, Claim, or Suit**

The Hanover Insurance Company
P.O. Box 15145
Worcester, MA 01615

National Claims Telephone Number: 800-628-0250
Facsimile: 800-399-4734
Email: firstreport@hanover.com

Agent's Signature
(required in the state of Florida): _____

(may be electronic scripted signature)

Any purchased Optional Extended Reporting Period will not exceed 200% of the annualized policy premium.

THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.



ACADEMIA ANTONIA ALONSO INC

ZHQ H016173 03

ARTHUR C HALL, INC

Inland Marine Declaration

Total Inland Marine Premium \$511.00

Coverages Provided:

Insurance at the Described Premises applies only for the coverage shown below:

Additional Premium for Inland Marine Minimum: N/A

Miscellaneous/Optional Inland Marine Coverages: **PREMIUM**

Educational Institution Miscellaneous Property Coverage \$500.00

Terrorism Premium \$11.00



ACADEMIA ANTONIA ALONSO INC

ZHQ H016173 03

ARTHUR C HALL, INC

Forms Applicable to Inland Marine Coverage Parts:

<u>Form Number</u>	<u>Edition Date</u>	<u>Description</u>
441-0243	02/11	Educational Institution Miscellaneous Property Coverage Form
CM 00 01	09/04	Commercial Inland Marine Conditions

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GOLD PROPERTY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
 CONDOMINIUM COMMERCIAL UNIT – OWNERS COVERAGE FORM
 CAUSES OF LOSS – SPECIAL FORM
 BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM
 BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM – ACTUAL LOSS SUSTAINED

The first two above-referenced forms are Coverage Forms. One of these two Coverage Forms is attached to your policy and will hereafter be collectively referred to as “your applicable Coverage Form”. Terms in quotation marks have special meanings that are explained in this endorsement or within a form modified by this endorsement. If a loss is covered by more than one coverage in this policy, only one coverage is applicable and the most we will pay is the Limit of Insurance for the coverage that is applied, regardless of whether or not it is specified in any of the coverages included in this policy. The coverages provided by this endorsement are subject to the provisions of this policy except where amended within this endorsement. There is no coverage for Business Income and Extra Expense for the coverages provided by this endorsement unless specifically stated within section III. **COVERAGES** of this endorsement, and then only to the extent provided for within the applicable coverage provision.

I. SCHEDULE

A. Scheduled Coverages

Scheduled Coverages	Limits of Insurance	Amended Limits of Insurance	Page
1. Back up or Overflow of a Sewer, Drain or Sump	Included	N/A	4
2. Brands and Labels	Included	N/A	4
3. Broadened Building Coverage	Included	N/A	4
4. Broadened Business Personal Property	Included	N/A	5
5. Business Income and Extra Expense – Dependent Properties	\$150,000	\$	5
6. Business Income and Extra Expense – Lease Cancellation	\$50,000	\$	6
7. Business Income and Extra Expense – Transit	\$75,000	\$	6
8. Business Personal Property In Storage Units	\$25,000	\$	7
9. Business Personal Property In Transit	\$100,000	\$	7
10. Business Personal Property Off Premises	\$250,000	\$	8
11. Catastrophe Allowance	\$50,000	N/A	8
12. Computer and Funds Transfer Fraud	\$50,000	\$	8
13. Consequential Loss to Stock	Included	N/A	10
14. Contract Penalties	\$50,000	\$	10
15. Debris Removal	\$250,000	\$	10
16. Denial of Access to Premises	30 Days 72 Hour Waiting Period	N/A	11

17. E-Commerce	\$50,000	\$	11
18. Electronic Data Processing Equipment	Included	N/A	12
19. Employee Theft including ERISA Compliance	\$250,000	\$	13
20. Employee Tools and Work Clothing	\$25,000	\$	15
21. Expediting Expense	\$50,000	\$	16
22. Extended Business Income	180 Days	N/A	16
23. Extended Coverage on Property – within 2,000 feet	Included	N/A	16
24. Extra Expense	\$300,000	\$	16
25. Fire Protection Equipment Recharge	Included	N/A	18
26. Food Contamination	\$25,000	\$	18
– Additional Advertising Expense	\$3,000	\$	
27. Forgery or Alteration	\$100,000	\$	19
28. Foundations and Underground Pipes	Included	N/A	19
29. International Air Shipments	\$50,000	\$	20
30. Inventory and Loss Appraisal	\$250,000	\$	20
31. Key Replacement and Lock Repair	\$20,000	\$	20
32. Leasehold Interest	\$150,000	\$	21
33. Lessor's Tenant Move Expenses	\$50,000	\$	21
34. Marring and Scratching	Included	N/A	22
35. Money and Securities	\$50,000	\$	22
36. Money Orders and Counterfeit Money	\$50,000	\$	23
37. Newly Acquired or Constructed Property			
– Building	\$2,000,000	\$	24
– Business Personal Property	\$1,000,000	\$	24
38. Newly Acquired Locations – Business Income and Extra Expense	\$250,000	\$	25
39. Non-Owned Detached Trailers	\$25,000	\$	25
40. Ordinance or Law			25
– Coverage A	Included	N/A	26
– Coverage B and C	\$500,000	\$	26
41. Pollutant Clean-Up and Removal	\$100,000	\$	29
42. Preservation of Property	90 Days	N/A	29
43. Preservation of Property – Expenses	\$50,000	\$	29
44. Prototypes	Included	N/A	29
45. Rewards	\$75,000	\$	30
46. Sales Representative Samples	\$25,000	\$	30
47. Soft Costs	\$25,000	\$	30
48. Temporary Relocation of Property	\$100,000	\$	31
49. Theft Damage to Building	Included	N/A	31
50. Undamaged Tenants Improvements and Betterments	\$50,000	\$	31
51. Underground Water Seepage	\$50,000	N/A	32
52. Unintentional Property Reporting Errors	\$500,000	N/A	32
53. Unnamed Locations	\$150,000	N/A	32

54. Utility Services – Direct Damage Utility Services – Business Income	\$100,000 \$100,000	\$ \$	33
55. Voluntary Parting	\$50,000	\$	34
56. Water Damage, Other Liquids, Powder or Molten Material Damage	\$50,000	\$	34
57. Windblown Debris	\$10,000	\$	35
58. Worldwide Business Personal Property Off Premises	\$75,000	\$	35

B. Blanket Coverages

Blanket Limit of Insurance \$500,000

The Blanket Limit of Insurance applies for each occurrence to all Scheduled Blanket Coverages shown below unless an Amended Limit of Insurance is shown. At the time of loss, you may apportion the Blanket Limit of Insurance to any combination of the Scheduled Blanket Coverages without an Amended Limit of Insurance, but under no circumstances will the aggregate apportionment be permitted to exceed the Blanket Limit of Insurance. When an Amended Limit of Insurance is shown for any of the Scheduled Blanket Coverages, those coverages are not included within the Blanket Limit of Insurance and the Amended Limit of Insurance is the most we will pay for those coverages.

Scheduled Blanket Coverages	Amended Limits of Insurance	Page
1. Accounts Receivable	\$	35
2. Deferred Payments	\$	36
3. Fine Arts	\$	36
4. Fire Department Service Charge	\$	36
5. Movement of Property	\$	37
6. Outdoor Property	\$	37
7. Personal Effects and Property of Others	\$	37
8. Research and Development Documentation	\$	38
9. Valuable Papers and Records	\$	38

II. DEDUCTIBLE

A. We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the Deductible shown in the Declarations. We will then pay the amount of loss or damage in excess of the Deductible, up to the Limit of Insurance for all applicable coverages listed under section **I. SCHEDULE** except as shown in paragraph **B.** below.

B. No Deductible applies to the following coverages:

1. ERISA Compliance;
2. Extra Expense;
3. Fire Department Service Charge;
4. Fire Protection Equipment Recharge;
5. Forgery or Alteration;
6. Inventory and Loss Appraisal;
7. Key Replacement and Lock Repair;
8. Personal Effects and Property of Others
9. Rewards

III. COVERAGES

A. Scheduled Coverages

1. Back up or Overflow of a Sewer, Drain or Sump

With respect to your applicable Coverage Form, the following is added to **A. Coverage, 4. Additional Coverages:**

Back up or Overflow of a Sewer, Drain or Sump

- (1) We will pay for direct physical loss of or damage to Covered Property at the described premises when solely caused by or resulting from the following:
 - (a) Water or waterborne material that backs up through or overflows or is otherwise discharged from a sewer or drain. With respect to this Additional Coverage, the term drain includes a roof drain and related fixtures.
 - (b) Water or waterborne material that overflows or is otherwise discharged from a sump, sump pump or related equipment.
- (2) This Additional Coverage includes Business Income and Extra Expense coverage. Business Income and Extra Expense losses are subject to the terms of BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM CP 00 30, BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM – ACTUAL LOSS SUSTAINED 411-0581 or Additional Coverage – Extra Expense of this endorsement.
- (3) With respect to CAUSES OF LOSS – SPECIAL FORM CP 10 30, **B. Exclusions, 1.g. Water**, paragraph (3) is deleted.
- (4) Payment under this Additional Coverage is included within the applicable Limit of Insurance for Covered Property at the location where the loss or damage occurred.
- (5) **Back up or Overflow of a Sewer, Drain or Sump Special Exclusion**
We will not pay for loss or damage from water or other materials that back up or overflow from any sewer or drain, sump, sump pump or related equipment when it is caused by or results from any “flood”, regardless of the proximity of the back up or overflow to the “flood” condition.

2. Brands and Labels

With respect to your applicable Coverage Form, the following is added to **A. Coverage, 5. Coverage Extensions:**

Brands and Labels

- (1) The insurance that applies to Business Personal Property is extended to apply to brands or labels that are damaged by a Covered Cause of Loss when we elect to take all or any part of the damaged property at an agreed or appraised value. We will:
 - (a) Pay expenses you incur to:
 - (i) Remove the brand or label and then relabel the damaged property to comply with any applicable law; or
 - (ii) Label or stamp the damaged property Salvage, if doing so will not physically damage the property.
 - (b) Cover any reduction in the salvage value of the damaged property as a result of the removal of the brand or label.
- (2) Payment under this Coverage Extension is included within the Limit of Insurance shown in the Declarations for Business Personal Property.

3. Broadened Building Coverage

With respect to BUILDING AND PERSONAL PROPERTY COVERAGE FORM CP 00 10, the following is added to **A. Coverage, 1. Covered Property, a. Building:**

- (1) Foundations of machinery, tanks and their component parts including all connections which are below:
 - (a) The lowest basement floor; or
 - (b) The surface of the ground, if there is no basement.
- (2) Your Business Personal Property in apartments or rooms furnished by you as landlord;
- (3) The following property if it is located on or within 2,000 feet of a covered building or structure:
 - (a) Exterior lighting fixtures or poles;
 - (b) Yard fixtures;
 - (c) Fences; and
 - (d) Retaining walls whether or not attached to the building

- (4) Signs, whether or not they are attached to covered buildings or structures;
- (5) Building glass, including encasement frames, lettering, artwork, ornamentation, sensors or other items permanently affixed to, or a part of, building glass;
- (6) Your new buildings while being built on or within 2,000 feet of the described premises; and
- (7) Driveways, walks and patios.

4. Broadened Business Personal Property

- a. With respect to BUILDING AND PERSONAL PROPERTY COVERAGE FORM CP 00 10, the following is added to **A. Coverage, 1. Covered Property**, **b. Your Business Personal Property** and with respect to CONDOMINIUM COMMERCIAL UNIT – OWNERS COVERAGE FORM CP 00 18, , the following is added to **A. Coverage, 1. Covered Property, a. Your Business Personal Property**:

- (1) Property of others that is in your care, custody and control;
- (2) “Scientific and professional equipment”;
- (3) Glass in a building you occupy but do not own that you, as a tenant, have a contractual responsibility to insure, including encasement frames, lettering, artwork, ornamentation, sensors or other items permanently affixed to, or a part of, building glass;
- (3) “Installation, tools and equipment property”; and
- (4) Patterns, dies, molds and forms; and
- (5) Signs that are:
 - (a) Owned by you; or
 - (b) Owned by others but in your care, custody and control; when you are a tenant in a building you occupy but do not own, whether or not the signs are attached to such building.

- b. With respect to BUILDING AND PERSONAL PROPERTY COVERAGE FORM CP 00 10, **A. Coverage, 1. Covered Property, c.**

Personal Property of Others is deleted.

5. Business Income and Extra Expense – Dependent Properties

With respect to BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM CP 00 30 and BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM – ACTUAL LOSS SUSTAINED 411-0581, the following is added to **A. Coverage, 5. Additional Coverages**:

Business Income and Extra Expense – Dependent Properties

- (1) We will pay the actual loss of business income you sustain due to the necessary “suspension” of your “operations” during the “dependent property period of restoration”. The “suspension” must be caused by direct physical loss of or damage to “dependent property” caused by or resulting from a Covered Cause of Loss.
- (2) We will pay the actual and necessary Extra Expense you incur due to direct physical loss of or damage to “dependent property” caused by or resulting from a Covered Cause of Loss.
- (3) With respect to this Additional Coverage, the meaning of Extra Expense is replaced with the following:
Extra Expense means necessary expenses you incur during the “dependent property period of restoration” that you would not have incurred if there had been no direct physical loss or damage to the premises of any “dependent property” caused by or resulting from a Covered Cause of Loss:
 - (a) To avoid or minimize the “suspension” of business and to continue “operations”; or
 - (b) To minimize the “suspension” of business if you cannot continue “operations”.
- (4) For Business Income coverage under this Additional Coverage, the Coverage Territory for “dependent property” is expanded to all parts of the world except any country or jurisdiction that is subject to trade sanction or other economic sanction

or embargo by the United States of America.

- (5) We will reduce the amount of your:
- (a) Business income loss, other than Extra Expense, to the extent you can resume "operations" in whole or in part by using any other available:
 - (i) Source of materials; or
 - (ii) Outlet for your products
 - (b) Extra Expense loss to the extent you can return "operations" to normal and discontinue such extra expense.
- (6) Regardless of the number of "dependent properties" involved, the most we will pay under this Additional Coverage is \$150,000 unless a higher Amended Limit of Insurance is shown in the above **SCHEDULE**.

6. Business Income and Extra Expense – Lease Cancellation

With respect to BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM CP 00 30 and BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM – ACTUAL LOSS SUSTAINED 411-0581, the following is added to **A. Coverage, 5. Additional Coverages**:

Business Income and Extra Expense – Lease Cancellation

- (1) We will pay for the actual loss of Business Income you sustain and necessary Extra Expense you incur due to the cancellation of a lease by your tenant, who occupies a building covered under this policy, because of untenability as a result of direct physical loss of or damage to that building from a Covered Cause of Loss.
- This Additional Coverage only applies:
- (a) If, at the time of loss, the building was occupied and business was being conducted by the tenant canceling the lease or their sub-lessee; or
 - (b) If the lease was signed but the building was not yet occupied by the tenant.
- (2) We will pay for the actual loss of Business Income you sustain after

tenantability is restored until the earlier of:

- (a) The date the premises is leased to another tenant; or
 - (b) 12 months immediately following the "period of restoration".
- (3) Regardless of the number of tenants canceling a lease at the described premises, the most we will pay under this Additional Coverage is \$50,000 unless a higher Amended Limit of Insurance is shown in the above **SCHEDULE**.

(4) Business Income and Extra Expense – Lease Cancellation Special Exclusions

We will not pay when:

- (a) A lease is cancelled after the "period of restoration";
- (b) A lease is cancelled, suspended or allowed to lapse by you;
- (c) There is a return of prepaid rent or security and other deposits made by the tenant; or
- (d) A lease is cancelled at the normal expiration date.

7. Business Income and Extra Expense – Transit

With respect to BUSINESS INCOME AND EXTRA EXPENSE COVERAGE FORM CP 00 30 and BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM – ACTUAL LOSS SUSTAINED 411-0581, the following is added to **A. Coverage, 5. Additional Coverages**:

Business Income and Extra Expense – Transit

- (1) We will pay for the actual loss of Business Income you sustain and necessary Extra Expense you incur due to direct physical loss of or damage to Covered Property while "in transit". This includes the property of others. The loss or damage must be caused by or result from a Covered Cause of Loss.
- (2) With respect to this Additional Coverage, **CAUSES OF LOSS – SPECIAL FORM CP 10 30, B. Exclusions, 1.b. Earth Movement and 1.g. Water** do not apply.
- (3) The most we will pay under this Additional Coverage is \$75,000 unless

a higher Amended Limit of Insurance is shown in the above **SCHEDULE**.

8. **Business Personal Property In Storage Units**

With respect to BUILDING AND PERSONAL PROPERTY COVERAGE FORM CP 00 10, **A. Coverage, 5. Coverage Extensions, g. Business Personal Property Temporarily In Portable Storage Units** is replaced by the following:

g. Business Personal Property In Storage Units

- (1) The insurance that applies to Business Personal Property is extended to apply to direct physical loss of or damage to Business Personal Property stored in a storage unit (including a detached trailer) located within 2,000 feet of the buildings or structures described in the Declarations or within 2,000 feet of the described premises, whichever distance is greater. The loss or damage must be caused by or result from a Covered Cause of Loss.
- (2) Payment under this Coverage Extension is included within the Limit of Insurance shown in the Declarations for Business Personal Property. However a loss resulting from theft is limited to \$50,000.
- (3) This Coverage Extension does not apply to loss or damage otherwise covered under this policy, and does not apply to loss or damage to the storage unit itself.
- (4) Business Personal Property Temporarily in Portable Storage Units Special Exclusion

We will not pay for loss of or damage to Business Personal Property temporarily in portable storage units caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless:

- (a) The portable storage unit first sustains damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters; or

- (b) The loss or damage is caused by or resulting from thawing of snow, sleet or ice on the portable storage unit.

9. **Business Personal Property In Transit**

With respect to CAUSES OF LOSS – SPECIAL FORM CP 10 30, **F. Additional Coverage Extensions, 1. Property in Transit** is replaced by the following:

1. Business Personal Property In Transit

- a. The insurance that applies to Business Personal Property is extended to apply to direct physical loss of or damage to Business Personal Property while "in transit". The loss or damage must be caused by or result from a Covered Cause of Loss.
- b. The insurance that applies to Business Personal Property is extended to apply to direct physical loss of or damage to outgoing shipments that have been rejected, while in due course of transit back to you or while awaiting return shipment to you. The loss or damage must be caused by or result from a Covered Cause of Loss.
- c. This Coverage Extension applies to the property while:
 - (1) In a vehicle owned, leased or operated by you; or
 - (2) In the custody of a common carrier, contract carrier or carrier for hire.
- d. With respect to this Coverage Extension, CAUSES OF LOSS – SPECIAL FORM CP 10 30, **B. Exclusions, 1.b. Earth Movement and 1.g. Water** do not apply.
- e. The most we will pay under this Coverage Extension is \$100,000 unless a higher Amended Limit of Insurance is shown in the above **SCHEDULE**.
- f. **Business Personal Property In Transit Special Exclusions**
This Coverage Extension does not apply to:
 - (1) Property that belongs to others that you are

responsible for as a common carrier, contract carrier or carrier for hire;

- (2) Sales Representative Samples; or
- (3) Loss to "perishable stock" resulting from a breakdown of refrigeration equipment on any vehicle owned, leased or operated by you or while in the custody of a common carrier, contract carrier or carrier for hire.

10. Business Personal Property Off Premises

With respect to your applicable Coverage Form, **A. Coverage, 5. Coverage Extensions, d. Property Off-premises** is replaced by the following:

d. Business Personal Property Off Premises

- (1) The insurance that applies to Business Personal Property is extended to apply to direct physical loss of or damage to Business Personal Property while:
 - (a) At a location you do not own, lease or operate;
 - (b) In storage at a location you lease, provided the lease was executed after the beginning of the current policy; or
 - (c) At any fair, trade show or exhibition.

The loss or damage must be caused by or result from a Covered Cause of Loss.

- (2) Regardless of the number of storage units involved, the most we will pay for loss or damage to Business Personal Property is \$250,000 unless a higher Amended Limit of Insurance is shown in the above **SCHEDULE**.
- (3) **Business Personal Property Off Premises Special Exclusion**

This Coverage Extension does not apply to property:

- (a) In or on a vehicle; or
- (b) In the care, custody and control of your sales representatives, unless the property is in such care,

custody and control at a fair, trade show or exhibition.

11. Catastrophe Allowance

With respect to your applicable Coverage Form, the following is added to **A. Coverage, 5. Coverage Extensions:**

Catastrophe Allowance

- (1) This Coverage Extension applies when the direct physical loss of or damage to Covered Property is the result of an event for which Property Claims Service (PCS) has publicly designated a catastrophe number to the event.
- (2) This Coverage Extension applies when the Limits of Insurance for Building and Business Personal Property, as shown in the Declarations, are insufficient to compensate you for covered loss or damage you incur as a result of the catastrophe event.
- (3) This Coverage Extension cannot be applied to the Deductible amount of this policy or any other policy. It also may not be used to cover any loss or damage that would not be covered under this policy.
- (4) The most we will pay under this Coverage Extension in any one occurrence and any one Policy Period is \$50,000.

12. Computer and Funds Transfer Fraud

With respect to your applicable Coverage Form, the following is added to **A. Coverage, 4. Additional Coverages:**

Computer and Funds Transfer Fraud

- (1) We will pay for the following:
 - (a) Loss resulting directly from a fraudulent:
 - (i) Entry of "electronic data" or "computer program" into; or
 - (ii) Change of "electronic data" or "computer program" within; any "computer equipment" owned, leased or operated by you, provided that such fraudulent entry or such fraudulent change causes (with respect to **(1)(a)(i)** and **(1)(a)(ii)** in the above paragraph):

- (iii) "Money", "securities" or "other property" to be transferred, paid or delivered; or
 - (iv) Your account at a "financial institution" to be debited or deleted.
 - (b) Loss resulting directly from a "fraudulent instruction" directing a "financial institution" to debit your "transfer account" and to transfer, pay or deliver "money" or "securities" from that account.
- (2) As used in paragraph (1)(a) above, fraudulent entry or fraudulent change of "electronic data" or "computer program" shall include such entry or change made by an "employee" acting, in good faith, upon a "fraudulent instruction" received from a computer "software" contractor who has a written agreement with you to design, implement or service "computer programs" for "computer equipment" covered under this Additional Coverage. This is the only coverage provided under this Additional Coverage regardless of any other circumstance including any other "social engineering".
- (3) The most we will pay under this Additional Coverage is \$50,000 unless a higher Amended Limit of Insurance is shown in the above **SCHEDULE**.
- (4) With respect to this Additional Coverage, all loss:
- (a) Caused by one or more persons; and
 - (b) Involving a single act or series of acts:
- is considered one occurrence.
- (5) **Computer and Funds Transfer Fraud Special Exclusions**
- (a) We will not pay for loss or damage committed by you or any of your partners, "members", "employees", "managers", directors, trustees or authorized representatives:
 - (i) Whether acting alone or in collusion with other persons; or
 - (ii) While performing services for you or otherwise.
 - (b) Loss that is an indirect result of an occurrence covered by this Additional Coverage, including, but not limited to, loss resulting from the following:
 - (i) Your inability to realize income that you would have realized had there been no loss of or damage to "money", "securities" or "other property";
 - (ii) Payment of damages of any type for which you are legally liable. However, we will pay compensatory damages arising directly from a loss covered under this Additional Coverage; or
 - (iii) Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this Additional Coverage.
 - (c) Fees, costs and expenses incurred by you, which are related to any legal action.
 - (d) Loss involving virtual currency of any kind, by whatever name known, whether actual or fictitious including, but not limited to, digital currency, crypto currency or any other type of electronic currency.
 - (e) Loss resulting from fraudulent:
 - (i) Entry of "electronic data" or "computer program" into; or
 - (ii) Change of "electronic data" or "computer program" within; any "computer equipment" owned, leased or operated by you by a person or organization with authorized access to that "computer equipment", except as covered under paragraph (2) of this Additional Coverage.
 - (f) Loss resulting from the use or purported use of credit, debit, charge, access, convenience, identification, stored-value or other cards or the information contained on such cards.
 - (g) Loss resulting from the giving or surrendering of property in any exchange or purchase.

(h) Loss resulting from an “employee” or “financial institution” acting upon any instruction:

(i) To transfer, pay or deliver “money”, “securities” or “other property”; or

(ii) To debit or delete your account;

which instruction proves to be fraudulent, except when covered under paragraphs (1)(b) and (2) of this Additional Coverage.

(i) Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon an inventory computation or a profit and loss computation.

13. Consequential Loss to Stock

With respect to your applicable Coverage Form, the following is added to **A. Coverage, 5. Coverage Extensions:**

Consequential Loss to Stock

(1) The insurance that applies to Business Personal Property is extended to apply to the reduction in value of the remaining parts of “stock” in process of manufacture that are physically undamaged but are unmarketable as a complete product because of direct physical loss or damage from a Covered Cause of Loss to other parts of covered “stock” in process of manufacture at the described premises.

(2) Should it be determined that such “stock” retains only a salvage value, we retain the option of paying the full value of the “stock” as agreed within this policy and taking the damaged property for salvage purposes.

(3) Payment under this Coverage Extension is included within the Limit of Insurance shown in the Declarations for Business Personal Property.

14. Contract Penalties

With respect to your applicable Coverage Form, the following is added to **A. Coverage, 4. Additional Coverages:**

Contract Penalties

(1) We will pay for contractual penalties you are required to pay due to your failure to provide your product or service according to contract terms

because of direct physical loss of or damage to Covered Property by or resulting from a Covered Cause of Loss.

(2) Regardless of the number of contracts involved, the most we will pay for all contract penalties under this Additional Coverage is \$50,000 unless a higher Amended Limit of Insurance is shown in the above **SCHEDULE**.

15. Debris Removal

a. With respect to your applicable Coverage Form, **A. Coverage, 4. Additional Coverages, a. Debris Removal**, paragraph (4) is replaced by the following:

(4) We will pay up to an additional \$250,000 for debris removal expense, for each location, in any one occurrence of physical loss of or damage to Covered Property, if one or both of the following circumstances apply:

(a) The total of the actual debris removal expense plus the amount we pay for direct physical loss or damage exceeds the Limit of Insurance on the Covered Property that has sustained loss or damage.

(b) The actual debris removal expense exceeds 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.

Therefore, if (4)(a) or (4)(b) above apply, our total payment for direct physical loss or damage and debris removal expense may reach but will never exceed the Limit of Insurance on the Covered Property that has sustained loss or damage, plus \$250,000 or the higher Amended Limit of Insurance shown in the above **SCHEDULE**.

b. With respect to BUILDING AND PERSONAL PROPERTY COVERAGE FORM CP 00 10, **A. Coverage, 4. Additional Coverages, a. Debris Removal**, paragraph (5) is deleted.

16. Denial of Access to Premises

With respect to BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM CP 00 30 and BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM – ACTUAL LOSS SUSTAINED 411-0581, the following is added to **A. Coverage, 5. Additional Coverages**:

Denial of Access to Premises

(1) We will pay for the actual loss of Business Income you sustain and necessary Extra Expense you incur when ingress to or egress from the described premises is prevented, due to direct physical loss of or damage to property that is away from but within 2,000 feet of the described premises, when such loss or damage is caused by or resulting from any Covered Cause of Loss.

(2) We will not pay for any loss of Business Income you sustain until after the first 72 hours that immediately follows the time of loss or damage to the premises that causes the denial of access. Coverage applies for a period of up to 30 consecutive days after coverage begins.

However, this Additional Coverage does not extend beyond the time when ingress to or egress from the described premises is no longer prevented.

(3) The coverage for Extra Expense will begin immediately after the time of loss or damage to the premises that causes the denial of access and will end:

(a) 30 consecutive days after coverage begins; or

(b) When your Business Income coverage ends;

whichever is earlier.

However, this Additional Coverage does not extend beyond the time when ingress to or egress from the described premises is no longer prevented.

17. E-Commerce

a. With respect to your applicable Coverage Form, the following is added to **A. Coverage, 4. Additional Coverages**:

E-Commerce

(1) Electronic Vandalism

We will pay for direct physical loss of or damage to “computer equipment” at the described premises caused by “electronic vandalism”.

(2) With respect to this Additional Coverage, BUILDING AND PERSONAL PROPERTY COVERAGE FORM CP 00 10, **A. Coverage, 2. Property Not Covered**, paragraph n. is deleted and CONDOMINIUM COMMERCIAL UNIT – OWNERS COVERAGE FORM CP 00 18, **A. Coverage, 2. Property Not Covered**, paragraph h. is deleted.

(3) With respect to this Additional Coverage, BUILDING AND PERSONAL PROPERTY COVERAGE FORM CP 00 10, **A. Coverage, 4. Additional Coverages, f. Electronic Data** is deleted and CONDOMINIUM COMMERCIAL UNIT – OWNERS COVERAGE FORM CP 00 18, **A. Coverage, 4. Additional Coverages, e. Electronic Data** is deleted.

b. With respect to BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM CP 00 30, and BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE – ACTUAL LOSS SUSTAINED 411-0581, **A. Coverage, 5. Additional Coverages, d. Interruption of Computer Operations** is replaced by the following:

d. Interruption of Computer Operations

(1) We will pay for the actual loss of Business Income you sustain and necessary Extra Expense you incur due to the necessary “suspension” of your “operations” at the described premises that is caused by an interruption in your computer “operations” at the described premises due to destruction or corruption of your “electronic data” that is stored within your “computer equipment” at the described premises. The loss or damage

must be caused by or result from “electronic vandalism”.

- (2) However, there is no coverage for an interruption related to manipulation of a computer system (including “electronic data”) by any “employee”, including a temporary or leased “employee”, or by an entity retained by you, or for you, to inspect, design, install, modify, maintain, repair or replace that system.
 - (3) If this policy is endorsed to add a Covered Cause of Loss, the additional Covered Cause of Loss does not apply.
 - (4) With respect to this Additional Coverage, BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM CP 00 30 and BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE – ACTUAL LOSS SUSTAINED 411-0581, **A. Coverage, 4. Additional Limitation** – Interruption of Computer Operations is deleted.
 - (5) The Additional Coverage for **Extended Business Income** does not apply to the **Interruption of Computer Operations**.
- c. The destruction or corruption of your “electronic data” can originate from a person located anywhere in the world.
- d. Regardless of the number of occurrences under the Additional Coverages in paragraphs a. and b. above, the most we will pay in any one Policy Period is the Limit of Insurance shown in the above **SCHEDULE**.
- e. **E-Commerce Special Exclusions**
- (1) With respect to the Additional Coverages in paragraphs a. and b. above, CAUSES OF LOSS – SPECIAL FORM CP 10 30, **B. Exclusions, 4. Special Exclusions**, paragraph a.(3) applies.
 - (2) We do not cover:

- (a) Loss of proprietary use of any “electronic data” or “proprietary programs” that have been copied, scanned, or altered;
- (b) Loss of or reduction in economic or market value of any “electronic data” or “proprietary programs” that have been copied, scanned, or altered; and
- (c) Theft from your “electronic data” or “proprietary programs” of confidential information through the observation of the “electronic data” or “proprietary programs” by accessing covered “computer equipment” without any alteration or other physical loss of or damage to the records or programs. Confidential information includes, but is not limited to, “employee” information, customer information, processing methods, or trade secrets.

18. Electronic Data Processing Equipment

With respect to your applicable Coverage Form, the following is added to **A. Coverage, 4. Additional Coverages**:

Electronic Data Processing Equipment

- (1) We will pay for direct physical loss or damage to the following Covered Property which is your property or property in your care, custody and control:
 - (a) “Computer equipment”; and
 - (b) Programming documentation and instruction manuals
 caused by or resulting from a Covered Cause of Loss.
- (2) We will also pay the necessary Extra Expense you incur to avoid or minimize the suspension of business and to continue “operations” due to direct physical loss of or damage to Covered Property described in paragraph (1) above.

All of the provisions of the Additional Coverage for **Extra Expense** in this endorsement and BUSINESS INCOME (AND EXTRA EXPENSE)

COVERAGE FORM CP 00 30 or BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE – ACTUAL LOSS SUSTAINED 411-0581 in this policy are applicable to this Additional Coverage except the following:

- (a) There is no requirement that a loss occur at the described premises or within 2,000 feet of the described premises; and
 - (b) Continuing normal operating expenses that you incur, including payroll, are not included under this Additional Coverage
- (3) Payment under this Additional Coverage is included within the Limit of Insurance shown in the Declarations for Business Personal Property, except as described in paragraph (4) directly below.
- (4) In the event of loss of or damage to “computer equipment”, we will pay your costs to modify or replace undamaged “hardware” or “software” when it:
- (a) Was dependent on the damaged “hardware” or “software” prior to the covered loss; and
 - (b) Is not compatible with the “hardware” or “software” that is replacing the property that was involved in the covered loss.

We will only pay for your costs to modify or replace undamaged “hardware” or “software” at the described premises.

The most we will pay for your costs is \$10,000. Payment of these costs is included within the Limit of Insurance shown in the Declarations for Business Personal Property.

- (5) With respect to this Additional Coverage, CAUSES OF LOSS – SPECIAL FORM CP 10 30, **B. Exclusions, 1.b. Earth Movement** and **1.g. Water** do not apply.
- (6) We will not pay for any loss to the following property:
- (a) Property you rent, loan or lease to others while it is away from the described premises; or
 - (b) Property you hold for sale, distribute or manufacture.

- (7) If we provide Building coverage only, we will only pay for loss to “computer equipment” that service building operations at the described premises and are located at the described premises.

(8) Electronic Data Processing Equipment Special Exclusions

We do not cover:

- (a) Any expense caused by an error or omission in programming or incorrect instructions to “hardware”; or
- (b) Direct physical loss to Covered Property caused by:
 - (i) Electrical disturbance;
 - (ii) “Power supply disturbance”;
 - (iii) “Computer virus”; or
 - (iv) “Computer hacking”.

19. Employee Theft including ERISA Compliance

With respect to your applicable Coverage Form, the following is added to **A. Coverage, 4. Additional Coverages:**

Employee Theft including ERISA Compliance

- (1) We will pay for loss or damage to “money”, “securities” and “other property” resulting directly from “theft” committed by an “employee” or volunteer who you have the right to direct and control while performing services for you, whether identified or not, acting alone or in collusion with other persons.

With respect to this Additional Coverage, “theft” shall also include “forgery”.

- (2) This Additional Coverage terminates as to any “employee” as soon as:
- (a) You; or
 - (b) Any of your partners, “members”, “managers”, officers, directors or trustees not in collusion with the “employee”;
- discovered the “theft” or any other dishonest act committed by the “employee” whether before or after becoming employed by you.

- (3) With respect to this Additional Coverage, all loss:

- (a) Caused by one or more persons; and
- (b) involving a single act or series of acts;

is considered one occurrence.

- (4) We will pay only for loss you sustain through acts committed or events occurring anytime which is “discovered” by you:

- (a) During the Policy Period; or
- (b) No later than one year from the date of termination or cancellation of this insurance. However, this extended period to “discover” loss terminates immediately upon the effective date of any other insurance obtained by you, whether from us or another insurer, replacing in whole or in part the coverage afforded under this Additional Coverage, whether or not such other insurance provides coverage for loss sustained prior to its effective date.

- (5) Coverage is extended to apply to loss caused by any “employee” while temporarily outside the Coverage Territory for a period of not more than 90 consecutive days.

- (6) The most we will pay under this Additional Coverage is \$250,000 unless a higher Amended Limit of Insurance is shown in the above **SCHEDULE**. Regardless of the number of years this policy remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year.

(7) Employee Theft Special Exclusions

We will not pay for the following:

- (a) Loss resulting from “theft” or any other dishonest act committed:
 - (i) By you; or
 - (ii) By any of your partners or “members”;
whether acting alone or in collusion with other persons.
- (b) Loss caused by an “employee” if the “employee” has also committed “theft” or any other dishonest act prior to the effective date of this policy and you or any of your partners, “members”,

“managers”, officers, directors or trustees, not in collusion with the “employee”, learned of such “theft” or dishonest act prior to the Policy Period shown in the Declarations.

- (c) Loss resulting from the following:

- (i) The disclosure or use of another person's or organization's confidential or personal information; or
- (ii) The disclosure of your confidential or personal information. However, this paragraph, **(7)(c)(ii)**, does not apply to loss otherwise covered under this insurance that results directly from the use of your confidential or personal information.

- (d) Fees, costs, fines, penalties and other expenses incurred by you which are related to the access to or disclosure of another person's or organization's confidential or personal information including, but not limited to, patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

- (e) Loss that is an indirect result of an occurrence covered by this Additional Coverage, including, but not limited to, loss resulting from the following:

- (i) Your inability to realize income that you would have realized had there been no loss of or damage to “money”, “securities” or “other property”;
- (ii) Payment of damages of any type for which you are legally liable. However, we will pay compensatory damages arising directly from a loss covered under this Additional Coverage;
- (iii) Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this Additional Coverage.

- (f) Fees, costs and expenses incurred by you which are related to any legal action.
- (g) Loss involving virtual currency of any kind, by whatever name known, whether actual or fictitious including, but not limited to, digital currency, crypto currency or any other type of electronic currency.
- (h) Loss or that part of any loss, the proof of which as to its existence or amount is dependent upon
 - (i) An inventory computation; or
 - (ii) A profit and loss computation.

However, where you establish wholly apart from such computations that you have sustained a loss, then you may offer your inventory records and actual physical count of inventory in support of the amount of loss claimed.
- (i) Loss resulting from trading, whether in your name or in a genuine or fictitious account.
- (j) Loss resulting from fraudulent or dishonest signing, issuing, canceling or failing to cancel, a warehouse receipt or any papers connected with it.

(8) Welfare and Pension Plan ERISA Compliance

- (a) "Employee Benefit Plans" (hereafter referred to as Plans) are included as insureds under this Additional Coverage, subject to the following:
- (b) If any Plan is insured jointly with any other entity under this Additional Coverage, you or the Plan Administrator are responsible for selecting a Limit of Insurance for this Additional Coverage that is sufficient to provide a Limit of Insurance for each Plan that is at least equal to that required under ERISA as if each Plan were separately insured.
- (c) With respect to loss sustained or "discovered" by any such Plan, this Additional Coverage is replaced by the following:
We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from

fraudulent or dishonest acts committed by an "employee", whether identified or not, acting alone or in collusion with other persons.

- (d) If the first Named Insured is an entity other than a Plan, any payment we make for loss sustained by any Plan will be made to the Plan sustaining the loss.
- (e) If two or more Plans are insured under this Additional Coverage, any payment we make for loss:
 - (i) Sustained by two or more Plans; or
 - (ii) Of commingled "money", "securities" or "other property" of two or more Plans;

resulting from an occurrence, will be made to each Plan sustaining loss in the proportion that the Limit of Insurance required under ERISA for each Plan bears to the total of those Limits.
- (f) The Deductible does not apply to this Additional Coverage.

20. Employee Tools and Work Clothing

With respect to your applicable Coverage Form, the following is added to **A. Coverage, 5. Coverage Extension:**

Employee Tools and Work Clothing

- (1) The insurance that applies to Business Personal Property is extended to apply to direct physical loss of or damage to tools, equipment and work clothing belonging to your "employees" while such tools, equipment and work clothing are:
 - (a) At the described premises;
 - (b) At your job sites; or
 - (c) "In transit" to and from your job sites.

The loss or damage must be caused by or result from a Covered Cause of Loss.

- (2) With respect to this Coverage Extension, CAUSES OF LOSS – SPECIAL FORM CP 10 30, **B. Exclusions, 1.b. Earth Movement and 1.g. Water** do not apply.
- (3) The most we will pay under this Coverage Extension is \$25,000 unless

a higher Amended Limit of Insurance is shown in the above **SCHEDULE**, but not more than \$500 for any one tool, piece of equipment or item of clothing.

- (4) The Coinsurance Condition does not apply to this Coverage Extension.

21. Expediting Expense

With respect to your applicable Coverage Form, the following is added to **A. Coverage, 4. Additional Coverages:**

Expediting Expense

- (1) When a Covered Cause of Loss occurs to Covered Property, we will pay for the reasonable and necessary additional expenses you incur:
- (a) To make temporary repairs;
 - (b) To expedite permanent repair or replacement of damaged property; or
 - (c) To provide training on replacement machines or equipment.
- (2) The most we will pay under this Additional Coverage is \$50,000 unless a higher Amended Limit of Insurance is shown in the above **SCHEDULE**.

22. Extended Business Income

With respect to BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM CP 00 30 and BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM – ACTUAL LOSS SUSTAINED 411-0581, **A. Coverage, 5. Additional Coverages, c. Extended Business Income, (1) Business Income Other Than Rental Value**, paragraph (b) and **(2) Rental Value**, paragraph (b) are replaced by the following:

(1) Business Income Other Than Rental Value

- (b) Ends on the earlier of:
- (i) The date you could restore your “operations”, with reasonable speed, to the level which would generate the business income amount that would have existed if no direct physical loss or damage had occurred; or
 - (ii) 90 consecutive days after the date determined in paragraph **(1)(a)** above.

(2) Rental Value

(b) Ends on the earlier of:

- (i) The date you could restore tenant occupancy, with reasonable speed, to the level which would generate the “Rental Value” that would have existed if no direct physical loss or damage had occurred; or
- (ii) 180 consecutive days after the date determined in paragraph **(2)(a)** above.

23. Extended Coverage on Property – within 2,000 feet

With respect to BUILDING AND PERSONAL PROPERTY COVERAGE FORM CP 00 10, CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM CP 00 18, BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM CP 00 30 and BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM – ACTUAL LOSS SUSTAINED 411-0581, all references that state the location of property must be within 100 feet of a described premise are replaced with within 2,000 feet of a described premise.

24. Extra Expense

With respect to your applicable Coverage Form, the following is added to **A. Coverage, 4. Additional Coverages:**

Extra Expense

- (1) We will pay the necessary Extra Expense you incur during the “period of restoration” that you would not have incurred if there had been no direct physical loss or damage to property at the described premises. The loss or damage must be caused by or result from a Covered Cause of Loss. With respect to loss of or damage to personal property in the open or personal property in a vehicle, the described premises includes the area within 2,000 feet of such premises.

With respect to the requirements set forth in the preceding paragraph, if you occupy only part of a building, your described premises means:

- (a) The portion of the building, which you rent, lease or occupy;
- (b) The area within 2,000 feet of the building or within 2,000 feet of the

- premises described in the Declarations, whichever distance is greater (with respect to loss of or damage to personal property in the open or personal property in a vehicle); and
- (c) Any area within the building or at the described premises, if that area services, or is used to gain access to, the portion of the building, which you rent, lease or occupy.
- (2) Extra Expense means necessary expense incurred (other than the expense to repair or replace property):
- (a) To avoid or minimize the "suspension" of business and to continue operations:
- (i) At the described premises; or
- (ii) At replacement premises or at temporary locations, including relocation expenses, and costs to equip and operate the replacement or temporary locations.
- (b) To minimize the "suspension" of business if you cannot continue "operations".
- (c) To repair or replace any property, but only to the extent it reduces the amount of loss that otherwise would have been payable under this Additional Coverage or the Additional Coverage for Business Income. We will not pay for any portion of the ordinary and expected cost to actually repair or replace property; or
- (d) To research, replace or restore the lost information on damaged "valuable papers and records".
- (3) The most we will pay under this Additional Coverage is \$300,000 unless a higher Amended Limit of Insurance is shown in the above **SCHEDULE**.
- (4) We will reduce the amount of your Extra Expense loss payment to the extent you can return "operations" to normal and discontinue such Extra Expense.
- (5) If you do not resume "operations", or do not resume "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume "operations" as quickly as possible.
- (6) This Additional Coverage does not apply when:
- (a) EXTRA EXPENSE COVERAGE FORM CP 00 50;
- (b) BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM CP 00 30; or
- (c) BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM – ACTUAL LOSS SUSTAINED 411-0815
- are made a part of this policy.
- (7) **Extra Expense Special Exclusions**
- We will not pay for the following:
- (a) Any Extra Expense caused by or resulting from the following:
- (i) Delay in rebuilding, repairing or replacing the property or resuming "operations", due to interference at the location of the rebuilding, repair or replacement by strikers or other persons;
- (ii) Temporary cessation, lapse or cancellation of any license, lease or contract. But if the temporary cessation, lapse or cancellation is directly caused by the "suspension" of "operations", we will cover such loss that affects your Business Income during the "period of restoration" in accordance with the terms described in paragraphs (2)(a) and (2)(b) of this Additional Coverage; or
- (iii) Any other consequential loss.
- (b) Coverage for Extra Expense does not apply when a "suspension" of "operations" is caused by destruction or corruption of "electronic data", or any loss or damage to "electronic data". However, this exclusion does not apply to coverage for Extra Expense included in the Additional Coverage for **Electronic Data Processing Equipment** of this endorsement.

25. Fire Protection Equipment Recharge

With respect to your applicable Coverage Form, the following is added to **A. Coverage, 4. Additional Coverages:**

Fire Protection Equipment Recharge

- (1) We will pay:
 - (a) The cost of recharging or replacing, whichever is less, your fire extinguishers and fire extinguishing systems (including hydrostatic testing if needed) if they are discharged on or within 2,000 feet of the described premises:
 - (i) To prevent or control loss;
 - (ii) Accidentally; or
 - (iii) As a result of malfunction of the equipment.
 - (b) For loss or damage to Covered Property if such loss or damage is the result of an accidental discharge of chemicals from a fire extinguisher or a fire extinguishing system.
- (2) No coverage will apply if the fire extinguishing system is discharged during installation or testing.
- (3) Payment under this Additional Coverage is included within the applicable Limit of Insurance shown in the Declarations.

26. Food Contamination

With respect to BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM CP 00 30 and BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM – ACTUAL LOSS SUSTAINED 411-0581 the following is added to **A. Coverage, 5. Additional Coverages:**

Food Contamination

- (1) If your “operations” at the described premises is ordered closed by the Board of Health or any other governmental authority as a result of the discovery or suspicion of “food contamination”, we will pay:
 - (a) Your expense to clean your equipment as required by the Board of Health or any other governmental authority;
 - (b) Your cost to replace food which is, or is suspected by the Board of Health or any other governmental authority, to be contaminated;

- (c) Your expense to provide necessary medical tests or vaccinations for your “employees” (including temporary or leased “employees”) who are potentially infected by “food contamination”. However, we will not pay for any expense that is otherwise covered under a Workers’ Compensation Policy;
- (d) The loss of Business Income you sustain due to the necessary “suspension” of your “operations” as a result of the “food contamination”. The coverage for Business Income will begin 24 hours after you receive notice of closing from the Board of Health or any other governmental authority; and
- (e) Additional Advertising expenses you incur to restore your reputation.

- (2) The most we will pay for all loss under paragraphs (1)(a) through (1)(d) above is \$25,000 unless a higher Amended Limit of Insurance is shown in the above **SCHEDULE**.

The most we will pay for all loss under paragraph (1)(e) above is \$3,000 unless a higher Amended Limit of Insurance is shown in the above **SCHEDULE**.

(3) Food Contamination Special Exclusion

We will not pay any fines or penalties levied against you by the Board of Health or any other governmental authority as a result of the discovery or suspicion of “food contamination” at the described premises.

27. Forgery or Alteration

With respect to your applicable Coverage Form, the following is added to **A. Coverage, 4. Additional Coverages:**

Forgery or Alteration

- (1) We will pay for loss resulting directly from “forgery” or alteration of checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in “money” that are:

- (a) Made or drawn by or drawn upon you; or
- (b) Made or drawn by one acting as your agent;

or that are purported to have been made or drawn.

With respect to this Additional Coverage, a substitute check as defined in the Check Clearing for the 21st Century Act, shall be treated the same as the original it replaced.

- (2) If you are sued for refusing to pay the check, draft, promissory note, bill of exchange or similar written promises of payment in "money" on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur in that defense.
- (3) The most we will pay, including legal expenses, under this Additional Coverage is \$100,000 unless a higher Amended Limit of Insurance is shown in the above **SCHEDULE**.
- (4) With respect to this Additional Coverage, all loss:
 - (a) Caused by one or more persons; and
 - (b) Involving a single act or series of related acts;
 is considered one occurrence.

(5) Forgery or Alteration Special Exclusion

We will not pay for the following:

- (a) Loss that is an indirect result of an occurrence covered by this Additional Coverage, including, but not limited to, loss resulting from the following:
 - (i) Your inability to realize income that you would have realized had there been no loss of or damage to "money", "securities" or "other property";
 - (ii) Payment of damages of any type for which you are legally liable. However, we will pay compensatory damages arising directly from a loss covered under this Additional Coverage; or

- (iii) Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this Additional Coverage.

- (b) Fees, costs and expenses incurred by you, which are related to any legal action.

28. Foundations and Underground Pipes

- a. With respect to BUILDING AND PERSONAL PROPERTY COVERAGE FORM CP 00 10, the following is added to **A. Coverage, 5. Coverage Extensions:**

Foundations and Underground Pipes

- (1) The insurance that applies to Buildings is extended to include:
 - (a) Foundations of buildings, structures, machinery or boilers if their foundations are below:
 - (i) The lowest basement floor; or
 - (ii) The surface of the ground, if there is no basement;
 - (b) Underground pipes, flues and drains; and
 - (c) The cost of excavating, grading, backfilling or filling; when such loss or damage is caused by a Covered Cause of Loss.
- (2) The most we will pay under this Coverage Extension is the applicable Building Limit of Insurance shown in the Declarations.
- (3) Payment under this Coverage Extension is included within the Limit of Insurance shown in the Declarations for Building.
- b. With respect to BUILDING AND PERSONAL PROPERTY COVERAGE FORM CP 00 10, **A. Coverage, 2. Property Not Covered**, paragraphs **f.**, **g.**, and **m.** do not apply to this Coverage Extension.

29. International Air Shipments

With respect to your applicable Coverage Form, the following is added to **A. Coverage, 5. Coverage Extensions:**

International Air Shipments

- (1) The insurance that applies to Business Personal Property is extended to apply to Business Personal Property while being shipped by air:
 - (a) Anywhere within the Coverage Territory to or from a location outside of the coverage territory; or
 - (b) Between locations outside of the coverage territory;
- (2) This Coverage Extension only applies to the shipment of Business Personal Property which originates and terminates at a location specified in the air waybill.
- (3) The most we will pay under this Coverage Extension is \$50,000 unless a higher Amended Limit of Insurance is shown in the above **SCHEDULE**.
- (4) **International Air Shipments Special Condition**

This Coverage Extension does not apply to Business Personal Property if there is other insurance in force covering the same loss.

30. Inventory and Loss Appraisal

With respect to your applicable Coverage Form, the following is added to **A. Coverage, 5. Coverage Extensions:**

Inventory and Loss Appraisal

- (1) The insurance that applies to Business Personal Property is extended to apply to all reasonable expenses you incur at our request to assist us with the following:
 - (a) The investigation of a claim;
 - (b) The determination of the amount of loss, such as taking inventory; or
 - (c) The cost of preparing specific loss documents and other supporting exhibits.
- (2) Expenses you incur include costs charged to you by others, including auditors, accountants, architects, engineers and property managers, acting on your behalf to assist us with items shown in paragraph (1) above.

- (3) Regardless of the number of premises involved, the most we will pay under this Coverage Extension is \$250,000 unless a higher Limit of Insurance is shown in the above **SCHEDULE**.

(4) Inventory and Loss Appraisal Special Exclusion

We will not pay for expenses:

- (a) Incurred to perform your duties in the event of loss under **E. Loss Conditions**;
- (b) To prove that loss or damage is covered;
- (c) Billed by and payable to independent or public adjusters, attorneys or any of their affiliated or associated entities;
- (d) To prepare claims not covered by this policy; or
- (e) Incurred under any Appraisal provisions within the policy.

31. Key Replacement and Lock Repair

With respect to your applicable Coverage Form, the following is added to **A. Coverage, 5. Coverage Extensions:**

Key Replacement and Lock Repair

- (1) Your insurance is extended to apply to the reasonable and necessary expense you incur due to a covered "theft" for:
 - (a) Replacement of keys if they are stolen;
 - (b) Lock repair; or
 - (c) Rekeying, replacing or reprogramming undamaged locks to accept new keys or entry codes when the building security has been compromised.
- (2) The most we will pay under this Coverage Extension is \$20,000 unless a higher Amended Limit of Insurance is shown in the above **SCHEDULE**.

32. Leasehold Interest

With respect BUILDING AND PERSONAL PROPERTY COVERAGE FORM CP 00 10, the following is added to **A. Coverage, 4. Additional Coverages:**

Leasehold Interest

- (1) If your lease is cancelled due to direct physical loss of or damage to property at the described premises, caused by or resulting from a Covered Cause of

Loss, we will pay the net loss you sustain due to the following:

- (a) Increased rent under a replacement lease if your lease is cancelled and either:
 - (i) The building owner allows you to continue to use your premises under a new lease not to exceed the prevailing lease rate; or
 - (ii) You relocate to other permanent premises and enter into a new lease.

For the duration of the lease in effect at the time of the loss, we will pay the increase in rent between what you were paying at the time of loss and the rent you will be required to pay for equivalent premises under the replacement lease; and

- (b) Loss of the unused pro-rata portion of prepaid rent based on the period of time remaining in your lease.
- (2) Regardless of the number of leases involved, the most we will pay under this Additional Coverage is \$150,000 unless a higher Amended Limit of Insurance is shown in the above **SCHEDULE**.
- (3) **Leasehold Interest Special Conditions**
 - (a) If the lease in effect at the time of the loss contains a renewal option, the expiration date of the renewal option period will replace the expiration of the current lease. Existence of a renewal option will not increase the applicable Limit of Insurance.
 - (b) If the lease has no end date (open-ended), we will pay the difference in rent for a period of no more than 24 months after the date of loss or damage.
 - (c) There is no coverage under this Additional Coverage unless a written or legally binding lease is in place at the time of loss or damage.

(4) **Leasehold Interest Special Exclusions**

We will not pay:

- (a) If the unit or suite rented or leased to you has been vacant more than 60 consecutive days before the loss or damage occurs, and you have not entered into an agreement to sublease the unit or suite. Buildings under construction or renovation are not considered vacant when customary "operations" cannot be conducted as a direct result of the construction or renovation;
- (b) If the lease is cancelled, suspended or allowed to lapse by you; or
- (c) If the lease is cancelled at the normal expiration date.

33. Lessor's Tenant Move Expenses

With respect to BUILDING AND PERSONAL PROPERTY COVERAGE FORM CP 00 10, the following is added to

A. Coverage, 4. Additional Coverages:

Lessor's Tenant Move Expenses

- (1) In the event that your tenants must temporarily vacate the covered Building at the described premises due to untenability as a result of direct physical loss of or damage to property at the described premises, and such loss or damage is caused by or resulting from a Covered Cause of Loss, we will pay the expenses, as described in paragraph (2) directly below, you incur to move those tenants out of and back into your covered Building.
- (2) We will only pay for the following expenses:
 - (a) Packing, transporting and unpacking your tenant's personal property including the cost of insuring the move out and back and any necessary disassembly and reassembly or setup of furniture and equipment; and
 - (b) The net cost to discontinue and re-establish the tenants' utility and telephone services, after any refunds due the tenants.
- (3) We will only pay for your incurred expenses up to a period of 60 consecutive days after your building has been repaired or rebuilt.
- (4) Regardless of the number of tenants involved, the most we will pay under

this Additional Coverage is \$50,000 unless a higher Amended Limit of Insurance is shown in the above **SCHEDULE**.

34. Marring and Scratching

With respect to your applicable Coverage Form, the following is added to **A. Coverage, 5. Coverage Extensions:**

Marring and Scratching

- (1) The insurance that applies to Business Personal Property is extended to apply to damage caused directly by sudden and accidental marring and scratching at the described premises to the following:
 - (a) Your "stock";
 - (b) Your printing plates; or
 - (c) Property of others that is in your care, custody and control.
- (2) This Coverage Extension does not apply to:
 - (a) Property at other than the described premises; or
 - (b) Property "in transit".
- (3) Payment under this Coverage Extension is included within the Limit of Insurance shown in the Declarations for Business Personal Property.
- (4) With respect to this Coverage Extension, CAUSES OF LOSS – SPECIAL FORM CP 10 30, **B. Exclusions**, paragraph **2.d.(7)(c)** does not apply.

35. Money and Securities

With respect to your applicable Coverage Form, the following is added to **A. Coverage, 4. Additional Coverages:**

Money and Securities

- (1) We will pay for loss of "money" and "securities":
 - (a) Inside a building at the described premises or "financial institution" resulting directly from "theft" committed by a person physically inside such building;
 - (b) Inside a building at the described premises or "financial institution" resulting directly from disappearance or destruction; or
 - (c) Outside of a building at or away from the described premises in

the care and custody of a "messenger" or an armored motor vehicle company resulting directly from "theft", disappearance or destruction.

- (2) With respect to this Additional Coverage, all loss:
 - (a) Caused by one or more persons; and
 - (b) Involving a single act or series of related acts;
 is considered one occurrence.
- (3) You must keep records of all "money" and "securities" so we can verify the amount of loss or damage.
- (4) The most we will pay under this Additional Coverage is \$50,000 unless a higher Amended Limit of Insurance is shown in the above **SCHEDULE**.

(5) Money and Securities Special Exclusions

We will not pay for the following:

- (a) Loss resulting from "theft" or any other dishonest act committed by:
 - (i) You; or
 - (ii) Any of your partners or "members";
 whether acting alone or in collusion with other persons.
- (b) Loss resulting from "theft" or any other dishonest act committed by any of your "employees", "managers", directors, trustees or authorized representatives:
 - (i) Whether acting alone or in collusion with other persons; or
 - (ii) While performing services for you or otherwise.
- (c) Loss that is an indirect result of an occurrence covered by this Additional Coverage, including, but not limited to, loss resulting from the following:
 - (i) Your inability to realize income that you would have realized had there been no loss of or damage to "money", "securities" or "other property";
 - (ii) Payment of damages of any type for which you are legally

liable. However, we will pay compensatory damages arising directly from a loss covered under this Additional Coverage; or

- (iii) Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this Additional Coverage.
- (d) Fees, costs and expenses incurred by you, which are related to any legal action.
- (e) Loss involving virtual currency of any kind, by whatever name known, whether actual or fictitious including, but not limited to, digital currency, crypto currency or any other type of electronic currency.
- (f) Loss resulting from accounting or arithmetical errors or omissions.
- (g) Loss resulting from giving or surrendering of property in any exchange or purchase.
- (h) Loss of "money" and "securities" contained in any "money"-operated device unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device.
- (i) Loss or damage to "money" and "securities" following and directly related to the use of any computer to fraudulently cause a transfer of that property.
- (j) Loss of or damage to "money" and "securities" after it has been transferred or surrendered to a person or place outside the described premises or "financial institution" premises on the basis of unauthorized instructions. However, this exclusion does not apply to loss of "money" and "securities" while in the care and custody of a "messenger".

36. Money Orders and Counterfeit Money

With respect to your applicable Coverage Form, the following is added to **A. Coverage, 4. Additional Coverages:**

Money Orders and Counterfeit Money

- (1) We will pay for loss resulting directly from your having accepted in good

faith, in exchange for merchandise, "money" or services:

- (a) Money orders issued by any post office, express company or "financial institution" that are not paid upon presentation; or
 - (b) "Counterfeit money" that is acquired during the regular course of business.
- (2) With respect to this Additional Coverage, all loss:
- (a) Caused by one or more persons; and
 - (b) Involving a single act or series of related acts;
- is considered one occurrence.
- (3) The most we will pay under this Additional Coverage is \$50,000 unless a higher Amended Limit of Insurance is shown in the above **SCHEDULE**.

(4) Money Orders and Counterfeit Money Special Exclusions

We will not pay for the following:

- (a) Loss that is an indirect result of an occurrence covered by this Additional Coverage, including, but not limited to, loss resulting from the following:
 - (i) Your inability to realize income that you would have realized had there been no loss of or damage to "money", "securities" or "other property";
 - (ii) Payment of damages of any type for which you are legally liable. However, we will pay compensatory damages arising directly from a loss covered under this Additional Coverage; or
 - (iii) Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this Additional Coverage.

- (b) Fees, costs and expenses incurred by you, which are related to any legal action.

37. Newly Acquired or Constructed Property

With respect to your applicable Coverage Form, **A. Coverage, 5. Coverage Extensions**, paragraph a. is replaced by the following:

a. Newly Acquired or Constructed Property

(1) Buildings

(a) The insurance that applies to Buildings is extended to apply to direct physical loss or damage caused by or resulting from a Covered Cause of Loss:

(i) To your new buildings while being built on the described premises; and

(ii) To buildings you acquire at premises, other than the one described, intended for the following:

1) Similar use as the building described in the Declarations; or

2) Used as a warehouse.

(b) The most we will pay under this Coverage Extension for each newly acquired or constructed Building is \$2,000,000 unless a higher Amended Limit of Insurance is shown in the above **SCHEDULE**.

(2) Business Personal Property

(a) The insurance that applies to Business Personal Property is extended to apply to direct physical loss or damage caused by or resulting from a Covered Cause of Loss:

(i) To Business Personal Property, including such property that you newly acquire, at any location you acquire other than at fairs, trade shows or exhibitions;

(ii) To Business Personal Property, including such property that you newly acquire, located at your newly constructed or acquired buildings at the location described in the Declarations; and

(iii) To Business Personal Property that you newly acquire, located at the described premises.

(b) This Coverage Extension does not apply to the following:

(i) Personal property of others that is temporarily in your possession in the course of installing or performing work on such property;

(ii) Personal property of others that is temporarily in your possession in the course of your manufacturing or wholesaling activities; and

(iii) Personal property you acquire as part of your usual customary business dealings whether or not such acquisition was related to anticipated seasonal demands. Under the terms of this Coverage Extension, such property is not considered newly acquired, but falls within the provisions for Business Personal Property.

(c) The most we will pay under this Coverage Extension for newly acquired Business Personal Property at each location is \$1,000,000 unless a higher Amended Limit of Insurance is shown in the above **SCHEDULE**.

(3) Period of Coverage

With respect to insurance provided under this Coverage Extension, coverage will end when any of the following first occurs:

(a) This policy expires;

(b) 180 days after you acquire the property or begin construction of that part of the building that would qualify as Covered Property; or

(c) You report values to us.

We will charge you additional premium for values reported from the date you acquire the property or begin construction of that part of the building that would qualify as Covered Property.

38. Newly Acquired Locations – Business Income and Extra Expense

With respect to BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM CP 00 30 and BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM – ACTUAL LOSS SUSTAINED 411-0581, **A. Coverage, 6. Coverage Extension, Newly Acquired Locations** is replaced by the following:

Newly Acquired Locations

- a. The insurance that applies to Business Income and Extra Expense is extended to apply to property at any location you acquire other than fairs or exhibitions.
- b. The most we will pay under this Coverage Extension at each premises is \$250,000 unless a higher Amended Limit of Insurance is shown in the above **SCHEDULE**.
- c. With respect to insurance provided under this Coverage Extension, coverage will end when any of the following first occurs:
 - (1) This policy expires;
 - (2) 180 days expire after you acquire the property or begin construction of that part of the building that would qualify as Covered Property; or
 - (3) You report values to us.

We will charge you additional premium for values reported from the date you acquire the property or begin construction of that part of the building that would qualify as Covered Property.

39. Non-Owned Detached Trailers

With respect to your applicable Coverage Form, **A. Coverage, 5. Coverage Extensions, f. Non-Owned Detached Trailers**, paragraph (3) is replaced by the following:

- (3) The most we will pay under this Coverage Extension is \$25,000 unless a higher Amended Limit of Insurance is shown in the above **SCHEDULE**.

40. Ordinance or Law

With respect to BUILDING AND PERSONAL PROPERTY COVERAGE FORM CP 00 10, the following is added to **A. Coverage, 4. Additional Coverages:**

Ordinance or Law

- (1) This Additional Coverage applies only to buildings which are insured on a Replacement Cost basis.

(2) Application of Coverage

The coverages provided under this Additional Coverage apply only if paragraphs (a) and (b) below are satisfied and are then subject to the qualifications in (c).

(a) The ordinance or law:

- (i) Regulates the demolition, construction or repair of buildings or establishes zoning or land use requirements at the described premises;
- (ii) Requires the demolition of undamaged parts of a covered building or structure that is damaged or destroyed by a Covered Cause of Loss; and
- (iii) Is in force at the time of loss.

However, coverage under this Additional Coverage applies only in response to the minimum requirements of the ordinance or law. Losses and costs incurred in complying with recommended actions or standards that exceed actual requirements are not covered under this Additional Coverage.

(b) The building sustains only direct physical damage:

- (i) That is covered under this policy and, as a result of such damage, you are required to comply with the ordinance or law; or
- (ii) That is covered under this policy and direct physical damage that is not covered under this policy, and as a result of the building damage in its entirety, you are required to comply with the ordinance or law.

However, there is no coverage under this Additional Coverage if the building sustains direct physical damage that is not covered under this policy and such damage is the subject of the ordinance or law, even if the building has also sustained covered direct physical damage.

- (c) In the situation described in paragraph (b)(ii) above, we will not pay the full amount of loss otherwise payable under the terms of coverages for Loss to the Undamaged Portion of the Building, Demolition Cost Coverage or Increased Cost of Construction Coverage. Instead, we will pay a proportion of such loss, meaning the proportion that the covered direct physical damage bears to the total direct physical damage. Paragraph (6) of this Additional Coverage provides an example of this procedure.

However, if the covered direct physical damage alone would have resulted in a requirement to comply with the ordinance or law, then we will pay the full amount of the loss otherwise payable under the terms of coverages for Loss to the Undamaged Portion of the Building, Demolition Cost Coverage or Increased Cost of Construction Coverage under this Additional Coverage.

- (3) We will not pay under this Additional Coverage for the following:
- (a) Enforcement of or compliance with any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria;
 - (b) The costs associated with the enforcement of or compliance with any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond

to, or assess the effects of "pollutants", "fungus", wet or dry rot or bacteria; or

- (c) Any loss in value or any cost incurred due to an ordinance or law that you were required to comply with before the time of the current loss, even in the absence of building damage, if you failed to comply.

(4) Coverage

(a) Coverage A – Coverage for Loss to the Undamaged Portion of the Building

With respect to the building that has sustained covered direct physical damage; we will pay for the loss in value of the undamaged portion of the building as a consequence of a requirement to comply with an ordinance or law that requires demolition of undamaged parts of the same building. Coverage for Loss to the Undamaged Portion of the Building is included within the Limit of Insurance shown in the Declarations as applicable to the covered building. Coverage for Loss to the Undamaged Portion of the Building does not increase the Limit of Insurance.

(b) Coverage B – Demolition Cost Coverage

With respect to the building that has sustained covered direct physical damage, we will pay the cost to demolish and clear the site of the undamaged parts of the same building, as a consequence of a requirement to comply with an ordinance or law that requires demolition of such undamaged property.

The Coinsurance Additional Condition does not apply to Demolition Cost Coverage.

(c) Coverage C – Increased Cost of Construction

With respect to the building that has sustained covered direct physical damage, we will pay the increased cost:

- (i) To repair or reconstruct damaged portions of that buildings; or

- (ii) To reconstruct or remodel undamaged portions of that building, whether or not demolition is required;

when the increased cost is a consequence of a requirement to comply with the minimum standards of the ordinance or law.

However:

- (iii) This coverage applies only if the restored or remodeled property is intended for similar occupancy as the current property, unless such occupancy is not permitted by zoning or land use ordinance or law.

- (iv) We will not pay for the increased cost of construction if the building is not repaired, reconstructed or remodeled.

The Coinsurance Additional Condition does not apply to Increased Cost of Construction Coverage.

(5) Loss Payment

- (a) Loss payment provisions (b), (c) and (d) below are subject to the apportionment procedure set forth in paragraph (2)(c) of this Additional Coverage.

- (b) When there is a loss in value of an undamaged portion of the building to which Coverage A – Coverage for Loss to the Undamaged Portion of the Building applies, the loss payment for that building, including damaged and undamaged portions, will be determined as follows:

- (i) If the Replacement Cost Option applies and such building is being repaired or replaced on the same or another premises, we will not pay more than the lesser of the following:

- 1) The amount you actually spend to repair, rebuild or reconstruct such building, but not for more than the amount it would cost to restore the building on the same premises and to the same height, floor area, style and comparable

quality of the original property insured; or

- 2) The Limit of Insurance applicable to such building shown in the Declarations or addressed elsewhere in this policy. (If this policy is endorsed to cover Earth Movement or Flood as a Covered Cause of Loss, the Limit of Insurance applicable to the building in the event of damage by such Covered Cause of Loss may be lower than the Limit of Insurance that otherwise would apply).

- (ii) If the Replacement Cost Coverage Option applies and such building is not repaired or replaced, or if the Replacement Cost Coverage Option does not apply, we will not pay more than the lesser of the following:

- 1) The actual cash value of the building at the time of loss; or
- 2) The Limit of Insurance applicable to such building as shown in the Declarations or addressed elsewhere in this policy. (If this policy is endorsed to cover Earth Movement or Flood as a Covered Cause of Loss, the Limit of Insurance applicable to the building in the event of damage by such Covered Cause of Loss may be lower than the Limit of Insurance that otherwise would apply.)

- (c) The most we will pay for the total of all covered losses for Coverage B – Demolition Cost Coverage and Coverage C – Increased Cost of Construction is the Limit of Insurance shown in paragraph (5)(d) below, subject to the following loss payment provisions:

- (i) For Coverage B – Demolition Cost Coverage, we will not pay for more than the amount you actually spend to

demolish and clear the site of the described premises.

(ii) For Coverage C – Increased Cost of Construction Coverage, we will not pay for the increased cost of construction:

- 1) Until the property is actually repaired or replaced, at the same or another premises; and
- 2) Unless the repair or replacement is made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.

(iii) If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the increased cost of construction is the increased cost of construction at the same premises.

(iv) If the ordinance or law requires relocation to another premises, the most we will pay for the increased cost of construction is the increased cost of construction at the new premises.

(d) The most we will pay for the total of all covered losses under Coverage B – Demolition Cost Coverage and Coverage C – Increased Cost of Construction Coverage for each building described in the Declarations is \$500,000 unless a higher Amended Limit of Insurance is shown in the above **SCHEDULE**. If damaged buildings are covered under a Blanket Limit of Insurance and the Blanket Limit of Insurance applies to more than one building or item of property, then the most we will pay under this Additional Coverage for each building is \$100,000 unless a higher Amended Limit of Insurance is shown in the above **SCHEDULE**.

(6) Example of Proportionate Loss Payment for Ordinance or Law Coverage losses; procedures as set forth in paragraph (2)(c) of this Additional Coverage.

Assume:

- Wind is a Covered Cause of Loss; Flood is an excluded Cause of Loss;
- The building has value of \$200,000;
- The total direct physical damage to the building: \$100,000;
- The ordinance or law in this jurisdiction is enforced when building damage equals or exceeds 50% of the building's value;
- Portion of direct physical damage that is covered (caused by wind): \$30,000;
- Portion of direct physical damage that is not covered (caused by "flood"): \$70,000; and
- Loss under Increased Cost of Construction: \$60,000

Step 1: Determine the proportion that the covered direct physical damage bears to the total direct physical damage.

$$\begin{aligned} & \$30,000 \text{ divided by } \$100,000 \\ & = .30 \end{aligned}$$

Step 2: Apply that portion to the Ordinance or Law loss.

$$\$60,000 \times .30 = \$18,000$$

In this example, the most we will pay under this Additional Coverage for the Increased Cost of Construction loss is \$18,000, subject to the applicable Limit of Insurance and any other applicable provisions.

Note: The same procedure applies to losses under Loss to the Undamaged Portion of the Building and Demolition Cost of this Additional Coverage.

41. Pollutant Clean-Up and Removal

With respect to your applicable Coverage Form, **A. Coverage, 4. Additional**

Coverages, d. Pollutant Clean-Up and Removal is replaced by the following:

d. Pollutant Clean-Up and Removal

- (1) We will pay your expense to extract “pollutants” from land or water at the described premises if the discharge, dispersal, seepage, migration, release or escape of the “pollutants” is caused by or results from a Covered Cause of Loss that occurs during the Policy Period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.
- (2) This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of “pollutants”. However, we will pay for testing, which is performed in the course of extracting the “pollutants” from the land or water.
- (3) The most we will pay for each location under this Additional Coverage is \$100,000 unless a higher Amended Limit of Insurance is shown in the above **SCHEDULE**, for the sum of all covered expenses arising out of Covered Causes of Loss occurring during each separate 12 month period of this policy.

42. Preservation of Property

With respect to your applicable Coverage Form, **A. Coverage, 4. Additional Coverage, b. Preservation of Property** is replaced by the following:

b. Preservation of Property

If it is necessary to move property covered under this policy from the described premises to preserve it from loss or damage by a Covered Cause of Loss, we will pay for any direct physical loss of or damage to that property:

- (1) While it is being moved or while temporarily stored at another location; and
- (2) Only if the loss or damage occurs within 90 days after the property is first moved.

43. Preservation of Property – Expenses

With respect to your applicable Coverage Form, the following is added to **A. Coverage, 4. Additional Coverages:**

Preservation of Property – Expenses

- (1) If it is necessary to move property covered under this policy from the described premises to preserve it from loss or damage by a Covered Cause of Loss, we will pay your expenses to move or store such property.
- (2) This coverage applies for 90 days after the property is first moved but does not extend past the date on which this policy expires.
- (3) The most we will pay under this Additional Coverage is \$50,000 unless a higher Amended Limit of Insurance is shown in the above **SCHEDULE**.

44. Prototypes

With respect to your applicable Coverage Form, the following is added to **A. Coverage, 5. Coverage Extensions:**

Prototypes

- (1) The insurance that applies to Business Personal Property is extended to apply to direct physical loss of or damage to “prototypes” related to your “research and development operations” that:

- (a) You own; or
- (b) Are owned by others and in your care, custody and control;

while at a described premises. The loss or damage must be caused by or result from a Covered Cause of Loss.

- (2) We will not pay for loss or damage to “prototypes” until you actually repair or replicate such property. Repairs or replication must be made as soon as reasonably possible after the loss or damage, but in no event later than two years after the loss or damage unless we grant an extension in writing prior to the expiration of the two year period.
- (3) Payment under this Coverage Extension is included within the Limit of Insurance shown in the Declarations for Business personal Property.

45. Rewards

With respect to your applicable Coverage Form, the following is added to **A. Coverage, 4. Additional Coverages:**

Rewards

- (1) We will reimburse you for payment of any reward offered on your behalf and for information that leads to the arrest and conviction of the person or persons responsible for:
 - (a) Arson;
 - (b) "Theft"; or
 - (c) Vandalism
 to Covered Property.
- (2) The arrest and conviction must involve a covered loss caused by arson, "theft" or vandalism.
- (3) Regardless of the number of persons involved in providing the information, the most we will pay under this Additional Coverage is \$75,000 unless a higher Amended Limit of Insurance is shown in the above **SCHEDULE**.

46. Sales Representative Samples

With respect to your applicable Coverage Form, the following is added to **A. Coverage, 4. Additional Coverages:**

Sales Representative Samples

- (1) We will pay for direct physical loss of or damage to samples of your "stock" in trade (including containers) caused by or resulting from a Covered Cause of Loss while:
 - (a) In the custody of your sales representative, agent or any "employee" who travels with sales samples;
 - (b) In your custody while acting as a sales representative; or
 - (c) "In transit" between the described premises and your sales representatives.
- (2) With respect to this Additional Coverage, **CAUSES OF LOSS – SPECIAL FORM CP 10 30, B. Exclusions, 1.b. Earth Movement and 1.g. Water** do not apply.
- (3) The most we will pay under this Additional Coverage is \$25,000 unless a higher Amended Limit of Insurance is shown in the above **SCHEDULE**.
- (4) We will not pay for loss to the following property:
 - (a) Property which has been sold;

- (b) Jewelry, precious or semiprecious stones, gold, silver, platinum or other precious metals or alloys;
- (c) Fur, fur garments of garments trimmed with fur; or
- (d) Any property while waterborne.

47. Soft Costs

With respect to **BUILDING AND PERSONAL PROPERTY COVERAGE FORM CP 00 10**, the following is added to **A. Coverage, 5. Coverage Extensions:**

Soft Costs

- (1) The insurance that applies to Buildings is extended to apply to the actual "soft cost expenses" that arise out of a delay in the construction, erection or fabrication of a Covered Building, as described in **BUILDING AND PERSONAL PROPERTY COVERAGE FORM CP 00 10, A. Coverage, 1. Covered Property**, paragraph. **a.(5)**, due to direct physical loss of or damage to that Covered Building caused by or resulting from a Covered Cause of Loss.
- (2) We will only pay the necessary "soft cost expenses" that are over and above those costs that would have been incurred had there been no delay.
- (3) The most we will pay under this Coverage Extension is \$25,000 unless a higher Amended Limit of Insurance is shown in the above **SCHEDULE**.
- (4) This Coverage Extension is excess to any other valid and collectible insurance.

48. Temporary Relocation of Property

With respect to your applicable Coverage Form, the following is added to **A. Coverage, 4. Additional Coverages:**

Temporary Relocation of Property

- (1) We will pay for direct physical loss of or damage to Covered Property caused by or resulting from a Covered Cause of Loss while such property is away from the described premises and being stored temporarily at a location you do not own, lease or operate while the described premises is being renovated or remodeled.
- (2) This Additional Coverage applies for 90 days after the property is first

moved but does not extend past the date on which this policy expires.

- (3) The most we will pay under this Additional Coverage is \$100,000 unless a higher Amended Limit of Insurance is shown in the above **SCHEDULE**.

49. Theft Damage to Building

With respect to BUILDING AND PERSONAL PROPERTY COVERAGE FORM CP 00 10, the following is added to

A. Coverage, 5. Coverage Extensions:

Theft Damage to Building

- (1) The insurance that applies to Business Personal Property is extended to apply to direct physical damage to a building leased to you or damage to non-owned equipment when the damage is caused by or results from "theft" or attempted "theft", burglary or robbery of your Business Personal Property. This Coverage Extension does not apply when the "theft" or attempted "theft" is of a building component or non-owned equipment.
- (2) Payment under this Coverage Extension is included within the Limit of Insurance shown in the Declarations for Business Personal Property.

50. Undamaged Tenants Improvements and Betterments

With respect to BUILDING AND PERSONAL PROPERTY COVERAGE FORM CP 00 10, the following is added to

A. Coverage, 5. Coverage Extensions:

Undamaged Tenants Improvements and Betterments

- (1) The insurance that applies to Business Personal Property is extended to apply to your use as a tenant in the undamaged portion of Improvements and Betterments:
- (a) Made part of the building or structure you occupy but do not own; and
- (b) You acquired but cannot legally remove due to cancellation of your written lease. The cancellation must result from direct physical loss of or damage to a building at the described premises caused by or resulting from a Covered Cause of Loss. This Coverage Extension

does not apply if you do not have a written lease in place at the time of loss.

- (2) We will determine the proportionate value of Undamaged Tenants Improvements and Betterments as follows:

- (a) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and
- (b) Divide the amount determined in paragraph (a) directly above by the number of days from the installation of improvements to the expiration of the lease.

If your lease contains a renewal option, the expiration of the renewal option period will replace the expiration of the lease in this procedure.

- (3) The most we will pay under this Coverage Extension is \$50,000 unless a higher Amended Limit of Insurance is shown in the above **SCHEDULE**.

51. Underground Water Seepage

With respect to your applicable Coverage Form, the following is added to **A. Coverage, 4. Additional Coverages:**

Underground Water Seepage

- (1) We will pay for direct physical loss of or damage to Covered Property at the described premises caused by or resulting from water under the ground surface pressing on, or flowing or seeping through:
- (a) Foundations, walls, floors or paved surfaces;
- (b) Basements, whether paved or not; or
- (c) Doors, windows or other openings in any building or other structure
- (2) With respect to CAUSES OF LOSS – SPECIAL FORM CP 10 30, **B. Exclusions, 1.g. Water**, paragraph (4) is deleted.
- (3) This Additional Coverage includes Business Income and Extra Expense coverage. Business Income and Extra Expense losses are subject to the terms in BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM CP 00 30 and BUSINESS

INCOME (AND EXTRA EXPENSE)
 COVERAGE FORM – ACTUAL LOSS
 SUSTAINED 411-0581, **A. Coverage,**
1. Business Income and **2. Extra**
Expense.

- (4) The most we will pay under this Additional Coverage is \$50,000.
- (5) **THIS IS NOT FLOOD INSURANCE OR PROTECTION FROM AN INUNDATION OF SURFACE WATER, HOWEVER CAUSED.**

This Additional Coverage provides coverage for physical loss of or damage to Covered Property caused by or resulting from subterranean water when such event is a localized incident and not a part of a general, widespread “flood”, regardless of the proximity of the “flood” event.

We will not pay for loss or damage to property when the subterranean water causing the Underground Water Seepage is itself caused by any “flood” or general “flood” conditions including, but not limited to, those enumerated under CAUSES OF LOSS – SPECIAL FORM CP 10 30, **B. Exclusions, 1.g. Water**

52. Unintentional Property Reporting Errors

With respect to your applicable Coverage Form, the following is added to **A. Coverage, 4. Additional Coverages:**

Unintentional Property Reporting Errors

- (1) If you unintentionally fail to report or describe a location to us, coverage provided by this policy will not be invalid. However, you must report such error or omission to us in writing as soon as you discover them. You also agree to pay the additional premium that would have been earned by us if the location was correctly reported or described to us.
- (2) This Additional Coverage only applies to direct loss or damage caused by or resulting from a Covered Cause of Loss at the omitted location and does not include any coverage for Flood or Earth Movement even if Flood and Earth Movement coverage are purchased for this or another policy.
- (3) You must provide reasonable documentation and clear and

convincing evidence explaining the cause of the oversight.

- (4) For any location you have failed to correctly report or describe to us, this coverage will end when any of the following first occurs:
 - (a) This policy expires; or
 - (b) You report values or provide correct descriptions to us.
- (5) Regardless of the number of occurrences of reporting or description errors or omissions, the most we will pay in any one Policy Period under this Additional is \$500,000.
- (6) This Additional Coverage does not apply to a loss that is covered under **Newly Acquired or Constructed Property** coverage.

53. Unnamed Locations

With respect to your applicable Coverage Form, the following is added to **A. Coverage, 5. Coverage Extensions:**

Unnamed Locations

- (1) The insurance that applies to Business Personal Property is extended to apply to direct physical loss of or damage to Business Personal Property or Personal Property of Others that is in your care, custody and control while it is at other than a described premises located within the Coverage Territory. The loss or damage must be caused by or result from a Covered Cause of Loss.

(2) Unnamed Locations Special Exclusions

This Coverage Extension does not apply to:

- (a) Loss or damage caused directly or indirectly by “Flood” or Earth Movement, even when coverage for Flood and Earth Movement Coverage are purchased for this or another policy.
- (b) Loss or damage covered under the following coverages:
 - (i) Additional Coverage – Business Personal Property in Transit
 - (ii) Additional Coverage – Sales Representatives Samples; or
 - (iii) Property on exhibition.

- (3) Regardless of the number of unnamed locations, the most we will pay under this Extension of Coverage is \$150,000 unless a higher Amended Limit of Insurance is shown in the above **SCHEDULE**.

54. Utility Services

- a. With respect to your applicable Coverage Form, the following is added to **A. Coverage, 4. Additional Coverages**:

Utility Services – Direct Damage

We will pay for loss of or damage to Covered Property caused by an interruption in service to the described premises. The interruption must result from direct physical loss or damage by a Covered Cause of Loss to property not on the described premises that provides the services shown below in paragraph c.

The most we will pay at each described premises under this Additional Coverage is \$100,000 unless a higher Amended Limit of Insurance is shown in the above **SCHEDULE**.

- b. With respect to BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM CP 00 30 and BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM – ACTUAL LOSS SUSTAINED 411-0581, the following is added to A. Coverage, 5. Additional Coverages:

Utility Services – Business Income and Extra Expense

We will pay for the actual loss of Business Income you sustain and necessary Extra Expense you incur caused by the interruption of service at the described premises. The interruption must result from direct physical loss or damage that is caused by or resulting from a Covered Cause of Loss to property not at the described premises that provides the services shown below in paragraph c.

We will only pay for loss you sustain after the first 24 hours following the loss or damage.

The most we will pay under this Additional Coverage for Business Income and Extra Expense combined at each described premises is \$100,000 unless a higher Amended

Limit of Insurance is shown in the above **SCHEDULE**.

c. Services:

- (1) Water Supply Services, meaning the following types of property supplying water to the described premises:

- (a) Pumping stations; and
(b) Water mains.

- (2) Communication Supply Services, meaning the following types of property supplying communication services, including but not limited to telephone, radio, microwave, television services, internet access or access to any electronic, cellular or satellite “network” to the described premises, such as:

- (a) Communication transmission lines, including optic fiber transmission lines;
(b) Coaxial cables; and
(c) Microwave radio relays except satellites.

- (3) Power Supply Services, meaning the following types of property supplying electricity, steam or gas to the described premises:

- (a) Utility generating plants;
(b) Switching stations;
(c) Substations;
(d) Transformers; and
(e) Transmission lines.

- d. Services under this Additional Coverage do not include overhead transmission lines that deliver utility services to you. Overhead transmission lines include, but are not limited to:

- (1) Overhead transmission and distribution lines;
(2) Overhead transformers and similar equipment; and
(3) Supporting poles and towers.

- e. As used in this Additional Coverage, the term transmission lines includes all lines which serve to transmit communication service or power, including lines which may be identified as distribution lines.

f. Coverage under this Additional Coverage for loss or damage to Covered Property does not apply to loss or damage to “electronic data”, including destruction or corruption of “electronic data”.

g. Utility Services Special Exclusion

Coverage under this Additional Coverage does not include loss of “perishable stock” due to spoilage that results from:

- (1) Complete or partial lack of electrical power; or
- (2) Fluctuation of electrical current.

55. Voluntary Parting

With respect to your applicable Coverage Form, the following is added to **A. Coverage, 4. Additional Coverages:**

Voluntary Parting

- (1) We will pay for loss of or damage to Covered Property when you or your “employees” are fraudulently induced to part with such property to or by:
 - (a) Persons who falsely represent themselves as the proper persons to receive the property; or
 - (b) Acceptance of fraudulent bills of lading or shipping receipts.
- (2) The most we will pay under this Additional Coverage is \$50,000 unless a higher Amended Limit of Insurance is shown in the above **SCHEDULE**.
- (3) This Additional Coverage does not include the items described in **A. Coverage, 2. Property Not Covered** of your applicable Coverage Form, even if coverage is granted for such items elsewhere in this policy.

56. Water Damage, Other Liquids, Powder or Molten Material Damage

With respect to CAUSES OF LOSS – SPECIAL FORM CP 10 30, F. Additional Coverage Extensions, **2. Water Damage, Other Liquids, Powder or Molten Material Damage** is replaced by the following:

2. Water Damage, Other Liquids, Powder or Molten Material Damage

- a. If loss or damage caused by or resulting from covered water damage or other liquid, powder or molten material damage loss occurs, we will also pay the cost

to tear out and replace any part of the building or structure to repair damage to the system or appliance from which the water or other substance escapes. We will also pay the cost to tear out and replace lawns, shrubs and paved areas to repair damage to underground pipes from which the water or other substance escapes.

- b. Payment under this Coverage Extension is included within the applicable Limit of Insurance. However, the maximum we will pay for loss or damage to lawns, shrubs or paved areas is \$50,000 unless a higher Amended Limit of Insurance is shown in the above **SCHEDULE**.

THIS IS NOT FLOOD INSURANCE OR PROTECTION FROM AN INUNDATION OF SURFACE WATER, HOWEVER CAUSED.

57. Windblown Debris

With respect to BUILDING AND PERSONAL PROPERTY COVERAGE FORM CP 00 10, the following is added to **A. Coverage, 5. Coverage Extensions:**

Windblown Debris

- (1) Your insurance is extended to apply to your reasonable expenses to remove windblown debris (including trees) from the described premises, if such debris is blown to the described premises from the premises of others by wind.
- (2) The most we will pay in total for the removal of all windblown debris under this Coverage Extension is \$10,000 unless a higher Amended Limit of Insurance is shown in the above **SCHEDULE**.

58. Worldwide Business Personal Property Off Premises

With respect to your applicable Coverage Form, the following is added to **A. Coverage, 5. Coverage Extensions:**

Worldwide Business Personal Property Off Premises

- (1) The insurance that applies to Business Personal Property and Personal Property of Others is extended to apply to your Business Personal Property while it is

temporarily outside the Coverage Territory if it is:

- (a) Temporarily at a location you do not own, lease or operate;
 - (b) Temporarily on display or exhibit at any fair, trade show or exhibition;
 - (c) Samples of your “stock” in trade in the custody of your sales representatives; or
 - (d) While “in transit” between the described premises and a location described in paragraphs (a), (b) or (c) above.
- (2) The most we will pay under this Coverage Extension is \$75,000 unless a higher Amended Limit of Insurance is shown in the above **SCHEDULE**.

B. Blanket Coverages

1. Accounts Receivable

With respect to your applicable Coverage Form, the following is added to **A. Coverage, 4. Additional Coverages:**

Accounts Receivable

- (1) We will pay for loss of or damage to accounts receivable when such loss or damage is caused by or results from a Covered Cause of Loss. We will pay:
 - (a) All amounts due from your customers that you are unable to collect;
 - (b) Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;
 - (c) Collection expenses in excess of your normal collection expenses that are made necessary by loss or damage; and
 - (d) Other reasonable expenses that you incur to re-establish your records of accounts receivable.

(2) Accounts Receivable Special Exclusions

- (a) With respect to CAUSES OF LOSS – SPECIAL FORM CP 10 30, **B. Exclusions** do not apply to this Additional Coverage except for paragraphs:
 - (i) **1.c. Governmental Action;**
 - (ii) **1.d. Nuclear Hazard;**

- (iii) **1.f. War And Military Action;**
- (iv) **2.h.**
- (v) **2.i. and**
- (vi) **3.**

(b) We will not pay for the following:

- (i) Loss or damage caused by or resulting from alteration, falsification, concealment or destruction of records of accounts receivable done to conceal the wrongful giving, taking or withholding of “money”, “securities” or “other property”.

This exclusion applies only to the extent of the wrongful giving, taking or withholding

- (ii) Loss or damage caused by or resulting from bookkeeping, accounting or billing errors or omissions

- (iii) Any loss or damage that requires any audit of records or any inventory computation to prove its factual existence.

2. Deferred Payments

With respect to your applicable Coverage Form, the following is added to **A. Coverage, 4. Additional Coverages:**

Deferred Payments

- (1) When a Business Personal Property Limit of insurance is shown in the Declarations, we will pay for your interest in lost or damaged personal property sold by you under a conditional sale or trust agreement or any installment or deferred payment plan after delivery to buyers. The loss or damage must be caused by a Covered Cause of Loss.
- (2) In the event of a total loss to such property, deferred payments are valued on the amount shown on your books as due from the buyer.

When a partial loss to that property occurs and the buyer refuses to continue payment, forcing you to repossess the property, deferred payments are valued as follows:

- (a) If the realized value of the repossessed property is greater than or equal to the amount shown on your books as due from

the buyer, we will make no payment; but

- (b) If the realized value of the repossessed property is less than the amount shown on your books as due from the buyer, we will pay the difference.

- (3) When loss occurs and the buyer continues to pay you, there will be no loss payment.

3. Fine Arts

With respect to your applicable Coverage Form, the following is added to **A. Coverage, 4. Additional Coverages:**

Fine Arts

- (1) We will pay for direct physical loss of or damage to "fine arts" which are your property or the property of others in your care, custody and control while on the described premises. We also cover your "fine arts" while temporarily on display or exhibit away from the described premises or while "in transit" between the described premises and a location where the "fine arts" will be temporarily on display or exhibit. Loss or damage must be caused by or result from a Covered Cause of Loss.
- (2) With respect to this Additional Coverage, CAUSES OF LOSS – SPECIAL FORM CP 10 30, **B. Exclusions, 1.b. Earth Movement and 1.g. Water** do not apply.

(3) Fine Arts Special Exclusion

We will not pay for any loss caused by or resulting from:

- (a) Breakage of statuary, glassware, bric-a-brac, marble, porcelain and similar fragile property. But we will pay if the loss or damage is caused directly by Flood or Earth Movement or one of the "specified causes of loss"; and

- (b) Any repairing, restoration or retouching of the "fine arts".

4. Fire Department Service Charge

With respect to your applicable Coverage Form, **A. Coverage, 4. Additional Coverages, c. Fire Department Service Charge** is replaced by the following:

c. Fire Department Service Charge

- (1) When the fire department is called to save or protect Covered

Property from a Covered Loss, we will pay your incurred expenses for your liability for fire department service charges at each described premises.

- (2) This Additional Coverage applies to your liability for fire department service charges:

- (a) Assumed by contract or agreement prior to loss; or

- (b) Required by local ordinance.

- (3) The applicable Limit of Insurance is the most we will pay regardless of the number of responding fire departments or fire units, and regardless of the number or type of services performed.

5. Movement of Property

With respect to your applicable Coverage Form, the following is added to **A. Coverage, 5. Coverage Extensions:**

Movement of Property

- (1) Your insurance is extended to apply to direct physical loss or damage from a Covered Cause of Loss to your Business Personal Property from an insured location which has been deleted from this policy if:

- (a) You moved Covered Property from the deleted location to a new premises; and

- (b) A Limit of Insurance for the new premises has been added to this policy; and

- (c) The direct physical loss or damage occurs to Covered Property at the prior insured location before the movement of property to the new premises is completed.

- (2) Insurance under this Coverage Extension will end when any of the following first occurs:

- (a) The movement of property to the new premises is completed; or

- (b) 30 days after the effective date of the endorsement adding the new premises.

6. Outdoor Property

With respect to your applicable Coverage Form, **A. Coverage, 5. Coverage Extensions, e. Outdoor Property** is replaced by the following:

e. Outdoor Property

(1) Your insurance is extended to apply to direct physical loss of or damage to your fences, radio and television antennas (including satellite dishes), trees, shrubs, plants and lawns (other than trees, shrubs or plants which are “stock” or are a part of a vegetated roof), including debris removal expense, caused by or resulting from any of the following causes of loss:

- (a) Fire;
- (b) Windstorm;
- (c) Ice, snow, sleet and hail;
- (d) Lightning;
- (e) Explosion;
- (f) Riot or Civil Commotion;
- (g) Vandalism;
- (h) Aircraft or Vehicles;
- (i) Theft; or
- (j) Falling Objects.

(2) This Coverage Extension does not apply:

- (a) To property held for sale by you;
- (b) In the situation in which you are a tenant and such property is owned by the landlord of the described premises; or
- (c) When there is a Building Limit shown in the Declarations for the premises where a loss that involves damage to a fence has occurred.

(3) We will not pay more than \$1,000 for loss or damage to any one tree, shrub or plant under this Coverage Extension.

7. Personal Effects and Property of Others

With respect to your applicable Coverage Form, **A. Coverage, 5. Coverage Extensions, b. Personal Effects and Property of Others** is replaced by the following:

b. Personal Effects and Property of Others

(1) The insurance that applies to Business Personal Property is

extended to apply to direct physical loss or damage:

- (a) To personal effects owned by you, your officers, your partners or members, your “managers”, your directors, your trustees or your “employees”; and
- (b) To Personal Property of Others in your care, custody and control.

when such loss or damage is caused by or resulting from a Covered Cause of Loss.

(2) We will not pay more than \$5,000 for any one person, in any one occurrence. Our payment for loss or damage to Personal Property of Others will only be for the account of the owner of the property.

8. Research and Development Documentation

With respect to your applicable Coverage Form, the following is added to **A. Coverage, 5. Coverage Extensions:**

Research and Development Documentation

(1) The insurance that applies to Business Personal Property is extended to apply to direct physical loss of or damage to “research and development documentation” that you own or that is in your care, custody and control at a described premises. The loss or damage must be caused by or result from a Covered Cause of Loss.

(2) With respect to CAUSES OF LOSS – SPECIAL FORM CP 10 30, **B. Exclusions** do not apply to this Coverage Extension, except for:

- (a) **1.c. Governmental Action;**
- (b) **1.d. Nuclear Hazard;**
- (c) **1.f. War and Military Action;**
- (d) **2.h.;**
- (e) **2.i.;** and
- (f) **3.**

(3) This Coverage Extension does not apply to loss or damage caused by or resulting from:

- (a) Electrical or magnetic injury, disturbance or erasure of

electronic recordings that is caused by or results from:

- (i) Programming errors or faulty machine instructions; or
 - (ii) Faulty installation or maintenance of data processing equipment or component parts.
- (b) Errors or omissions in processing or copying. But if errors or omissions in processing or copying results in fire or explosion, we will pay for the direct loss or damage caused by the fire or explosion;
- (c) Erasure of “research and development documentation”; or
- (d) Unauthorized instructions to transfer property to any person or place.
- (4) This Coverage Extension does not apply to “research and development documentation” which exist as “electronic data”.
- (5) We will not pay for loss or damage to “research and development documentation” until you actually replicate such documentation. Repairs or replication must be made as soon as reasonably possible after the loss or damage, but in no event later than two years after the loss or damage unless we grant an extension in writing prior to the expiration of the two-year period.
- (6) We will not pay for loss or damage to “research and development documentation” applicable to:
- (a) Products that are obsolete;
 - (b) Existing products you have withdrawn from the market; or
 - (c) Existing products you have not sold in the last twelve months prior to the loss.

9. Valuable Papers and Records

With respect to your applicable Coverage Form, **A. Coverage, 5. Coverage Extensions, c. Valuable Papers and Records (Other Than Electronic Data)** is replaced by the following:

c. Valuable Papers and Records

- (1) The insurance that applies to Business Personal Property is extended to apply to direct

physical loss of or damage to “valuable papers and records” that you own, or that are in your care, custody and control when caused by or resulting from a Covered Cause of Loss. This Coverage Extension includes the cost to research, replace or restore the lost information that previously existed on “valuable papers and records” for which duplicates do not exist.

- (2) This Coverage Extension does not apply:
 - (a) To property held as samples or for delivery after sale; or
 - (b) To property in storage away from the premises shown in the Declarations;
- (3) With respect to CAUSES OF LOSS – SPECIAL FORM CP 10 30, B. Exclusions do not apply to this Coverage Extension except for paragraphs:
 - (a) **1.c. Governmental Action;**
 - (b) **1.d. Nuclear Hazard;**
 - (c) **1.f. War And Military Action;**
 - (d) **2.h.;**
 - (e) **2.i.;**
 - (f) **3.;** and
 - (g) **5. Additional Exclusion**

However, this paragraph, (3), does not include loss or damage to “valuable papers and records” that are “electronic data”, as described in the definition of “valuable papers and records” in **VII. DEFINITIONS** of this endorsement. For such “electronic data”, CAUSES OF LOSS – SPECIAL FORM CP 10 30, **B. Exclusions, 1.b. Earth Movement** and **1.g. Water** do not apply.

IV. LIMITATIONS

With respect to CAUSES OF LOSS – SPECIAL FORM CP 10 30, C. Limitations, paragraph 3. is replaced by the following:

- 3. The special limits for each category shown below are the total limits for all property in that category. The special limits apply to any one occurrence of “theft”, regardless of the types or number of articles that are lost or damaged in that occurrence. The special limits are:

- a. \$10,000 for furs, fur garments and garments trimmed in fur.
- b. \$10,000 for jewelry, watches, watch movements, jewels and pearls. This limit does not apply to jewelry and watches worth \$500 or less per item.
- c. \$35,000 for precious and semi-precious stones, bullion, gold, silver, platinum and other precious alloys or metals.
- d. \$5,000 for patterns, dies, molds and forms owned by others. This special limit does not apply to those patterns, dies, molds and forms owned by you or for which you have a written contractual responsibility to insure.
- e. \$1,000 for tickets, including lottery tickets held for sale, and letters of credit.

These special limits are part of, not in addition to, the Limit of Insurance applicable to the Covered Property.

This limitation, **C.3.**, does not apply to Business Income coverages or to Extra Expense coverages.

V. LIMITS OF INSURANCE

With respect to your applicable Coverage Form, **C. Limits of Insurance** is replaced by the following:

C. Limits of Insurance

- 1. The most we will pay for loss or damage in any one occurrence is the applicable Limit of Insurance.
- 2. Limits of Insurance for Additional Coverages and Coverage Extensions:
 - a. Apply to any one occurrence; and
 - b. Are additional Limits of Insurance; unless stated otherwise.
- 3. **Building Limit Increase**

When a Building Limit of Insurance is shown in the Declarations, we will pay either the actual cash value or the replacement cost value, based on the Valuation method shown in the Declarations, of the damaged portion of the building at the time of loss, but not more than 115% of the Limit of Insurance for Building if:

- a. The amount of loss to a building covered by this policy exceeds the Limit of Insurance shown in the Declarations for Building; and
- b. The repair or replacement is completed within one year of the date of loss.

If damaged buildings are covered under a Blanket Limit of Insurance and the Blanket Limit of Insurance applies to more than one building or item of property, the amount we pay for the damaged portion of the building will be based on the statement of values on file with us at the time of loss.

4. Business Personal Property Limit – Seasonal Increase

- a. The Limit of Insurance for Business Personal Property will increase by 25% to provide for seasonal variations.
- b. This increase will apply only if the Limit of Insurance shown in the Declarations for Business Personal Property is at least 100% of your average monthly values during the lesser of the following:
 - (1) The 12 months immediately preceding the date the loss or damage occurs; or
 - (2) The period of time you have been in business as of the date the loss or damage occurs.

VI. VALUATION

A. With respect to BUILDING AND PERSONAL PROPERTY COVERAGE FORM CP 00 10, **E. Loss Conditions, 7. Valuation**, paragraph **b.** is replaced by the following:

- b.** If the Limit of Insurance for Building satisfies the Additional Condition, Coinsurance, and the cost to repair or replace the damaged building property is \$2,500 or less, we will pay the cost of building repairs or replacement.

The cost of building repairs or replacement does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.

However, the following property will be valued at the actual cash value even when attached to the building:

- (1) Awnings or floor coverings;
- (2) Appliances for refrigerating, ventilating, cooking, dishwashing or laundering;
- (3) Outdoor equipment or furniture; or
- (4) Retaining walls.

B. With respect to BUILDING AND PERSONAL PROPERTY COVERAGE FORM CP 00 10, the following is added to **E. Loss Conditions**,

7. Valuation and with respect to CONDOMINIUM UNIT – OWNERS COVERAGE FORM CP 00 18, the following is added to **E. Loss Conditions**, **8. Valuation**:

- a. “Valuable papers and records” at the cost of restoration or replacement, including the cost of data entry, re-programming, computer consultation services and the media on which the data or programs reside. To the extent that the contents of the “valuable papers and records” are not replaced or restored, the “valuable papers and records” will be valued at the cost of blank materials for reproducing the records and the labor to transcribe or copy the records when there is a duplicate.
- b. “Money” at its face value.
- c. “Securities” at their value at the close of business on the day you become aware of the loss.
- d. Accounts Receivable:
 - (1) If you cannot accurately establish the amount of accounts receivable outstanding as of the time of loss or damage:
 - (a) We will determine the total of the average monthly amounts of accounts receivable for the 12 months preceding the month in which loss or damage occurs; and
 - (b) We will adjust that total for any normal fluctuations in the amount of accounts receivable for the month in which the loss or damage occurred or for any demonstrated variance from the average for that month.
 - (2) The following will be deducted from the total amount of accounts receivable, regardless of how that amount is established:
 - (a) The amount of the accounts for which there is no loss or damage;
 - (b) The amount of the accounts that you are able to re-establish or collect;
 - (c) An amount to allow for probable bad debts that you are normally unable to collect; and
 - (d) All unearned interest and service charges.
- e. Property that is being shipped while “in transit” (other than “stock” you have sold) at the amount of invoice, including your

prepaid or advanced freight charges and other charges which may have accrued or become legally due since the shipment. If you have no invoice, actual cash value will apply.

- f. “Hardware”:
 - (1) “Hardware” that is replaced will be at the cost of replacing the “hardware” with new equipment that is functionally comparable to the “hardware” that is being replaced.
 - (2) “Hardware” that is not replaced will be at actual cash value at the time of loss.
 - (3) In no event will we pay more than the reasonable cost of restoring partially damaged “hardware” to its condition directly prior to the damage.
- g. “Software”:
 - (1) “Programs and applications” will be at the cost to reinstall the “programs and applications” from the licensed discs that were originally used to install the programs or applications.
If the original licensed discs are lost, damaged, or can no longer be obtained, the value of “programs and applications” will be based on the cost of the most current version of the “programs or applications”.
 - (2) “Proprietary programs” will be at the cost of reproduction from duplicate copies. The cost of reproduction includes, but is not limited to, the cost of labor to copy or transcribe from duplicate copies.
If duplicate copies do not exist, the value of “proprietary programs” will be based on the cost of research or other expenses necessary to reproduce, replace, or restore lost “proprietary programs”.
 - (3) “Electronic data” will be at the cost of reproduction from duplicate copies. The cost of reproduction includes, but is not limited to, the cost of labor to copy or transcribe from duplicate copies.
If duplicate copies do not exist, the value of “electronic data” will be based on the cost of research or other expenses necessary to reproduce, replace, or restore lost files, documents and records.

- (4) "Media" will be at the cost to repair or replace the "media" with material of the same kind or quality.
- h. "Fine Arts"
- We will pay the lesser of:
- (1) The market value at the time of loss or damage;
 - (2) The reasonable cost of repair or restoration to the condition immediately before the covered loss or damage; or
 - (3) The cost of replacement with substantially identical property.
- For pairs or sets, we will either:
- (4) Repair or replace any part to restore the value and condition of the pair or set to that immediately before the covered loss or damage; or
 - (5) Pay the difference between the value of the pair or set before and after the covered loss or damage.
- i. Personal Property of Others will be at replacement cost when Replacement Cost Valuation is shown in the Declarations. Our payment for loss of or damage to personal property of others will only be for the account of the owners of the property. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claims against us for the owners' property. With respect to BUILDING AND PERSONAL PROPERTY COVERAGE FORM CP 00 10, **G. Optional Coverages, 3. Replacement Cost, paragraph b.(1)** is deleted.
- j. We may elect to defend you against suits arising from claims of owners or property. We will do this at our expense.
- k. Labor, materials and services that you furnish or arrange on personal property of others are valued based on the actual cost of the labor, materials and services.
- l. "Finished stock" you manufactured at the selling price less discounts and expenses you otherwise would have had.
- m. "Prototypes"
- We will not pay more than the lesser of the following amounts:
- (1) The replacement cost of such property used for the same product, but only if replacement cost is shown as applicable to Personal Property in the Declarations.

However, when replacement with identical property is impossible or unnecessary, the amount of loss will be based on the cost to replace with similar property used to perform the same functions. Property of others will be valued in the same manner, but we will not pay more than the amount for which you are legally liable; or

- (2) The amount you actually spend to repair or replace lost or damaged "prototypes" used for the same purpose.
- n. "Research and development documentation":
- We will not pay more than the least of the following amounts:
- (1) Your cost actually spent to reproduce lost or damaged "research and development documentation" from back-up files or original source documents;
 - (2) The reasonable cost necessary to research, repair, restore, recreate, reconstitute, reproduce or replace "research and development documentation", used for the same product, to their condition immediately before the loss or damage;
 - (3) If identical "research and development documentation" cannot be purchased, the cost to purchase such documentation of comparable kind, functionality and quality; or
 - (4) The amount you actually spend to research, repair, restore, recreate, reconstitute, reproduce or replace "research and development documentation", used for the same-product.

But we will not pay more than the cost to restore "research and development documentation" to its condition immediately prior to the loss.

VII. DEFINITIONS

With respect to your applicable Coverage Form, the following is added to **H. Definitions**:

1. "Antique" means an object having value because its:
 - a. Craftsmanship is in the style or fashion of former times; and
 - b. Age is 100 years or older.
2. "Computer equipment" means:

- a. "Hardware" and related component parts. Component parts include but are not limited to modems, routers, printers, keyboards, monitors, and scanners;
 - b. "Software"; and
 - c. "Protection and control equipment".
"Computer equipment" does not mean "computer equipment" used to operate production-type machinery or equipment.
3. "Computer hacking" means an unauthorized intrusion by an individual or group of individuals, whether employed by you or not, into "hardware" or "software", a Web site, or a computer network and that results in but is not limited to the following:
- a. Deletion, destruction, generation, or modification of "software";
 - b. Alteration, contamination, corruption, degradation, or destruction of the integrity, quality or performance of "software";
 - c. Observation, scanning, or copying of "electronic data", "programs and applications", and "proprietary programs";
 - d. Damage, destruction, inadequacy, malfunction, degradation, or corruption of any "hardware" or "media" used with "hardware"; or
 - e. Denial of access to or denial of services from "hardware", "software", computer network, or Web site including related "software".
4. "Computer program" or "computer programs" means a set of related electronic instructions, which direct the operation and function of a computer or devices connected to it, which enable the computer or devices to receive, process, store or send "electronic data".
5. "Computer virus" means the introduction into "hardware", "software", computer network, or Web site of any malicious, self-replicating electronic data processing code or other code and that is intended to result in, but is not limited to the following:
- a. Deletion, destruction, generation, or modification of "software";
 - b. Alteration, contamination, corruption, degradation, or destruction of the integrity, quality, or performance of "software";
 - c. Damage, destruction, inadequacy, malfunction, degradation, or corruption of any "hardware" or "media" used with "hardware"; or
 - d. Denial of access to or denial of services from "hardware", "software", computer network, or Web site including related "software".
6. "Counterfeit money" means an imitation of "money" that is intended to deceive and to be taken as genuine.
7. "Denial of service attack" means the malicious direction or a high volume of worthless inquiries to website or e-mail destinations, effectively denying or limiting legitimate access regardless of whether or not damage to "computer equipment" results.
8. "Dependent property" or "dependent properties" means property operated by others whom you depend on:
- a. To deliver materials or services directly to you, or directly to others for your account. However, any property that delivers any of the following services is not a dependent property:
 - (1) Water supply services, including wastewater removal services;
 - (2) Power supply services; or
 - (3) Communication supply services, including but not limited to, internet related services or any services related to a "network";
 - b. To directly accept your products or services;
 - c. To manufacture products for direct delivery to your customers under contract of sale; or
 - d. To attract customers directly to your business.
- "Dependent property" or "dependent properties" does not include or extend to any secondary dependencies meaning any properties or locations that a "dependent property" or "dependent properties" depends on in any manner.
9. "Dependent property period of restoration" means the period of time that:
- a. Begins 72 hours after the time of direct physical loss or damage at the premises of the "dependent property"; and
 - b. Ends on the date when the property at the premises of the "dependent property" should be repaired, rebuilt or replaced with reasonable speed and similar quality.
- "Dependent property period of restoration" does not include any increased period required due to the enforcement of any ordinance or law that:

- c. Regulates the construction, use or repair, or requires the tearing down, of any property; or
- d. Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of "pollutants".

The expiration date of this policy will not cut short the "dependent property period of restoration".

10. "Discover" or "discovered" means:

- a. The time when you first become aware of facts which would cause a reasonable person to assume that a loss of a type covered by this policy has been or will be incurred, regardless of when the act or acts causing or contributing to such loss occurred, even though the exact amount or details may not be known.
- b. "Discover" or "discovered" also means the time when you first receive notice of an actual or potential claim in which it is alleged that you are liable to a third party under circumstances which, if true, would constitute a loss under this insurance.

11. "Electronic data" means information, facts or "computer programs" stored as or on, created or used on, or transmitted to or from computer "software" (including systems and applications "software"), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer "software", which are used with electronically controlled equipment.

12. "Electronic vandalism" means "computer hacking", "computer virus", "denial of service attacks" or "ransom". "Electronic vandalism" does not include the "theft" of any property or services.

13. "Employee" or "employees":

a. Means:

(1) Any natural person:

- (a) While in your service and for the first 30 days immediately after termination of service;
- (b) Who you compensate directly by salary, wages or commissions; and
- (c) Who you have the right to direct and control while performing services for you;

(2) Any natural person who is furnished temporarily to you:

(a) To substitute for a permanent "employee" as defined in paragraph (1) directly above, who is on leave; or

(b) To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you;

(3) Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary "employee" as defined in paragraph (2) directly above;

(4) Any natural person who is:

(a) A trustee, officer, employee, administrator or manager, except an administrator or manager who is an independent contractor, of any "employee benefit plan"; or

(b) Your director or trustee while that person is engaged in handling "funds" or "other property" of any "employee benefit plan";

(5) Any natural person who is a former "employee", partner, "member", "manager", director or trustee retained as a consultant while performing services for you; or

(6) Any natural person who is a guest student or intern pursuing studies or duties;

(7) Any natural person employed by an entity merged or consolidated with you prior to the effective date of this insurance; and

(8) Any natural person who is your "manager", director or trustee while:

(a) Performing acts within the scope of the usual duties of an "employee"; or

(b) Acting as a member of any committee duly elected or appointed by resolution of your board of directors or board of trustees to perform specific, as distinguished from general, directorial acts on your behalf.

b. Does not mean:

Any agent, broker, factor, commission merchant, consignee, independent

contractor or representative of the same general character not specified in paragraph **a.** directly above.

14. "Employee benefit plans" means any welfare or pension benefit plan that you sponsor and that is subject to the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments thereto.

15. "Financial institution" means:

a. With respect to the Additional Coverage for **Money and Securities** of this endorsement:

(1) A bank, savings bank, savings and loan association, trust company, credit union or similar depository institution; or

(2) An insurance company.

b. With respect to the Additional Coverage for Computer and Funds Transfer Fraud of this endorsement:

(1) A bank, savings bank, savings and loan association, trust company, credit union or similar depository institution;

(2) An insurance company; or

(3) A stock brokerage firm or investment company.

c. Other than the Additional Coverages for **Money and Securities** and **Computer and Funds Transfer Fraud**, any "financial institution" identified in paragraphs **a.** and **b.** directly above.

16. "Fine arts" means paintings, etchings, pictures, tapestries, rare art glass, art glass windows, valuable rugs, statuary, sculptures, "antique" furniture, "antique" jewelry, bric-a-brac, porcelains and similar property of rarity, historical value or artistic merit. If you are an Architect or Engineer, "fine arts" also means architectural models.

17. "Finished stock" means "stock" you have manufactured. "Finished stock" also includes whiskey and alcoholic products being aged, unless there is a Coinsurance percentage shown in the Declarations.

"Finished stock" does not include "stock" you have manufactured that is held for sale on the premises of any retail outlet under this Commercial Property Coverage Part.

18. "Flood" means a general and temporary condition of partial or complete inundation of normally dry land areas due to the following:

a. Surface water or waves, tides, tidal waves, tsunami, overflow of any body of water or

their spray, all whether driven by wind or not (including storm surge).

b. The unusual or rapid accumulation of runoff of surface waters from any source.

c. Mudslides or mudflows which are caused by "flood" water. A mudslide or mudflow involves a river of liquid and flowing mud on the surface of normally dry land areas as when earth is carried by a current of water and deposited along the path of the current.

d. The release of water impounded by a dam, levee, dike, seawall or "flood" control device, whether driven by wind or not (including storm surge).

When a "flood" is a continuous or protracted event, it will constitute a single "flood" occurrence.

19. "Food contamination" means an incidence of food poisoning or food-related illness of one or more persons as a result of:

a. Tainted food you distributed or purchased; or

b. Food which has been improperly processed, stored, handled or prepared in the course of your "operations".

20. "Forgery" means the signing of the name of another person or organization with intent to deceive; it does not mean a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity, for any purpose.

21. "Fraudulent instruction" means:

a. With respect to the Additional Coverage for **Computer and Funds Transfer Fraud**, paragraph **(1)(b)** of this endorsement:

(1) An computer, telefacsimile, telephone or other electronic instruction directing a "financial institution" to debit your "transfer account" and to transfer, pay or deliver "money" or "securities" from the "transfer account", which instruction purports to have been issued by you, but which in fact was fraudulently issued by someone else without your knowledge or consent; or

(2) A written instruction, other than those covered under the Additional Coverage for **Forgery or Alteration** of this endorsement, issued to a "financial institution" directing the "financial institution" to debit your "transfer account" and to transfer, pay or deliver "money" or "securities" from

that "transfer account", through an electronic funds transfer system at specified times or under specified conditions, which instruction purports to have been issued by you, but which in fact was issued, forged or altered by someone else without your knowledge or consent.

- b. With respect to the Additional Coverage for **Computer and Funds Transfer Fraud**, paragraph (2) of this endorsement:

A computer, telefacsimile, telephone or other electronic, written or voice instruction directing an "employee" to enter or change "electronic data" or "computer programs" within "computer equipment", which instruction in fact was fraudulently issued by your computer software contractor.

22. "Funds" means "money" and "securities".

23. "Hardware":

- a. Means a system of electronic machine components (microprocessors) capable of accepting instructions and information, processing the information according to the instructions, and producing desired results. "Hardware" includes but is not limited to the following:

- (1) Mainframe and mid-range computers and servers;
- (2) Personal computers and workstations;
- (3) Portable electronic devices. Portable electronic devices include laptops, tablets, readers, smartphones or other lightweight, hand-held or wearable devices capable of storing, retrieving and processing data; and
- (4) Peripheral data processing equipment, including but not limited to, printers, keyboards, monitors, and modems.

- b. Does not mean:

- (1) Diagnostic equipment;
- (2) Electronic items that contain a computer to perform functions other than "hardware"; and
- (3) Peripheral data processing equipment with a value more than the "hardware" itself.

Electronic items that are not similar to the items described in paragraph a. above are not "hardware".

24. "Installation, tools and equipment property" means:

- a. Materials, supplies, machinery, fixtures and equipment that will become a permanent part of your installation while:

- (1) Located at the site of installation;
- (2) "In transit" by you to or from the described premises and the job site; or
- (3) While in temporary storage awaiting installation.

- b. Commercial tools and equipment usual to your business and used in your installation which are:

- (1) Your property; or
- (2) The property of others in your care, custody and control.

Commercial tools and equipment does not include:

- (3) Aircraft or watercraft;
- (4) Any property while waterborne, airborne or underground;
- (5) Property you have loaned, rented or leased to others;
- (6) Property that is permanently mounted to a vehicle; or
- (7) Property held for sale.

25. "In transit" means Covered Property being carried by vehicle for the purpose of your business.

"In transit" includes:

- a. Temporary stops or delays, incidental to the business destination;
- b. Outgoing shipments that have been rejected, while in due course of transit or while awaiting return shipment; and
- c. Covered Property while in a vehicle owned, leased or operated:
 - (1) By you; or
 - (2) By a common carrier or contract carrier, to the extent you are legally liable.

26. "Manager" or "managers" means a person or persons serving in a directorial capacity for a limited liability company (LLC).

27. "Media" means an instrument that is used with "hardware" and on which "electronic data", "programs and applications", and "proprietary programs" can be recorded or stored. "Media" includes, but is not limited to, films, tapes, cards, discs, drums, cartridges, cells, DVDs, CD-ROMs or other portable data devices.

28. "Member" or "members" means an owner of a limited liability company (LLC) represented by its membership interest who, if a natural person, may also serve as a "manager".
29. "Messenger" means you, or your relative, or any of your partners or "members", or any "employee".
30. "Money" means:
- a. Currency, coins and bank notes in current use and having a face value;
 - b. Traveler's checks and money orders held for sale to the public; and
 - c. In addition, includes:
 - (1) With respect to the Additional Coverages for **Employee Theft including ERISA Compliance and Forgery or Alteration** of this endorsement, deposits in your account at any "financial institution"; and
 - (2) With respect to the Additional Coverage for **Computer and Funds Transfer Fraud** of this endorsement, deposits in your account at a "financial institution" as defined in paragraph b. of the definition for "financial institution".
31. "Network" or "networks" means any services provided by or through the facilities of any electronic or computer communication system, including any shared "networks", internet access facilities or other similar facilities for such systems.
32. "Operations" means:
- a. Your business activities occurring at the described premises; and
 - b. With respect to "Rental Value", the tenantability of the described premises.
33. "Other property" means tangible property other than "money" and "securities" that has intrinsic value. "Other property" does not include computer programs, electronic data or any property specifically excluded under this policy.
34. "Period of restoration":
- a. Means the period of time that:
 - (1) Begins:
 - (a) 72 hours after the time of direct physical loss or damage for Business Income Coverage; or
 - (b) Immediately after the time of direct physical loss or damage for Extra Expense Coverage;
- caused by or resulting from any Covered Cause of Loss; and
- (2) Ends on the earlier of the following:
 - (a) The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
 - (b) The date when business is resumed at a new permanent location.
- b. Does not include any increased period required due to the enforcement of or compliance with any ordinance or law:
- (1) That regulates the construction, use or repair, or requires the tearing down of any property; or
 - (2) That requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of "pollutants".
- The expiration date of this policy will not cut short the "period of restoration".
35. "Perishable stock" means personal property:
- a. Maintained under controlled temperature or humidity conditions for preservation; and
 - b. Susceptible to loss or damage if the controlled temperature or humidity conditions change.
36. "Power supply disturbance" means interruption of power supply, power surge, blackout, or brownout.
37. "Programs and applications" means operating "programs and applications" that you purchase and that are:
- a. Stored on "media"; or
 - b. Pre-installed and stored in "hardware".
- Applications include, but are not limited to, programs for word processing, spreadsheet calculations, and graphic design.
38. "Proprietary programs" means proprietary operating "programs and applications" that you developed or that you had developed specifically for use in your "operations" and that are:
- a. Stored on "media"; or
 - b. Installed and stored in "hardware".
39. "Protection and control equipment" means:

- a. Air conditioning equipment used exclusively in the operation of the “hardware”;
 - b. Fire protection equipment used for the protection of the “hardware”, including automatic and manual fire suppression equipment and smoke and heat detectors; and
 - c. Uninterruptible power supply system, line conditioner, and voltage regulator.
- 40.** “Prototype” means an original version of a newly designed product that is an outcome of your “research and development operations”. A “prototype” includes sample designs, experimental models or displays that are associated with or integral to the manufacture of the original version of a newly designed product.
- 41.** “Ransom” means monies extorted from and paid by you because of a threat or connected series of threats to commit an intentional attack on your “computer equipment” that if so committed, would result in direct physical loss of or damage to your “computer equipment”.
- 42.** “Rental Value” means Business Income that consists of the following:
- a. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred as rental income from tenant occupancy of the premises described in the Declarations as furnished and equipped by you, including fair “Rental Value” of any portion of the described premises which is occupied by you; and
 - b. Continuing normal operating expenses incurred in connection with that premises, including:
 - (1) Payroll; and
 - (2) The amount of charges, which are the legal obligation of the tenant but would otherwise be your obligations.
- 43.** “Research and development documentation” means written evidence of facts, information, processes, concepts or formulas that are directly related to the development of new products or enhancement of existing products. Written evidence includes written papers, plans, manuscripts, written or inscribed documents or plans.
- “Research and development documentation” does not include “valuable papers and records”, accounts receivable or “media”, “software” or “electronic data”.
- 44.** “Research and development operations” means your business activities that are directly related to the development of new products or the enhancement of existing products.
- 45.** “Scientific and professional equipment” means medical, engineering, veterinary, measurement, recording, analyzing or similar equipment.
- 46.** “Securities” means negotiable and nonnegotiable instruments or contracts representing either “money” or property and includes:
- a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
 - b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you.
- but does not include “money”.
- 47.** “Social engineering” means a scheme that intentionally misleads you or an “employee” into voluntarily parting with “money”, “securities” and “other property”, based on fraudulent information.
- 48.** “Soft cost expenses” means additional:
- a. Realty taxes and other assessments that you incur for the period of time that construction has been extended beyond the projected completion date;
 - b. Interest on money borrowed to finance construction, remodeling, renovation or repair; and
 - c. Advertising, public relations and promotional expenses.
- 49.** “Software” means:
- a. “Media”;
 - b. “Electronic data”;
 - c. “Programs and applications”; and
 - d. “Proprietary programs”.
- 50.** “Suspension” means:
- a. The slowdown or cessation of your business activities; or
 - b. With respect to “Rental Value”, that part or all of the described premises is rendered untenable.
- 51.** “Theft” means the unlawful taking of property to the deprivation of the insured.
- 52.** “Transfer account” means an account maintained by you at a financial institution from which you can initiate the transfer,

payment or delivery of "money" and "securities" by means of the following:

- a. Computer, telefacsimile, telephone or other electronic instructions; or
- b. Written instructions, other than those covered under the Additional Coverage for **Forgery or Alteration** of this endorsement, establishing the conditions under which such transfers are to be initiated by such "financial institution" through an electronic funds transfer system.

53. "Valuable papers and records":

- a. Means tangible property that is inscribed, printed or written:
 - (1) Documents;
 - (2) Manuscripts; and

(3) Records

including abstracts, books, deeds, drawings, films, maps or mortgages;

- b. If you are a printer, publisher or graphic artist by trade, "valuable papers and records" also means tangible property that are negatives, positives, artwork, separations, plates, dies, molds, forms, stock manuscripts and other similar property usual to the graphic arts, printing or publishing industry.
- c. Means "electronic data" of the items described in paragraphs a. and b. directly above but only if the "electronic data" was originally tangible property and then converted and stored as "electronic data".
- d. Does not mean "money" or "securities".

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EDUCATIONAL INSTITUTIONS PROPERTY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
 CONDOMINIUM COMMERCIAL UNIT – OWNERS COVERAGE FORM
 CAUSES OF LOSS – SPECIAL FORM
 BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM
 BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM – ACTUAL LOSS SUSTAINED

The first two above-referenced forms are Coverage Forms. One of these two Coverage Forms is attached to your policy and will hereafter be collectively referred to as “your applicable Coverage Form”. Terms in quotation marks have special meanings that are explained in this endorsement or in other forms included in this policy. If a loss is covered by more than one coverage in this policy, only one coverage is applicable and the most we will pay is the Limit of Insurance for the coverage that is applied, regardless of whether or not it is specified in any of the coverages included in this policy. There is no coverage for Business Income and Extra Expense for the coverages provided by this endorsement unless specifically stated within section **II. COVERAGES** of this endorsement, and then only to the extent provided for within the applicable coverage provision.

The coverages provided by this endorsement are subject to the provisions of this policy, including the provisions in sections **II. DEDUCTIBLE, IV. LIMITATIONS, V. LIMITS OF INSURANCE, VI. VALUATION** and **VII. DEFINITIONS** in the following Broadening Endorsements, one of which is attached to your policy:

BRONZE PROPERTY BROADENING ENDORSEMENT
 SILVER PROPERTY BROADENING ENDORSEMENT
 GOLD PROPERTY BROADENING ENDORSEMENT
 PLATINUM PROPERTY BROADENING ENDORSEMENT

I. SCHEDULE

Scheduled Coverages	Limits of Insurance	Amended Limits of Insurance	Page
1. Automated External Defibrillators	\$5,000	\$	2
2. Broadened Building Coverage	Included	N/A	2
3. Business Income and Extra Expense - Fundraising Events	\$50,000	\$	2
4. Emergency Evacuation Expense	\$25,000	\$	2
5. Glass Showcases	\$2,500	\$	2
6. Paved Surfaces	\$100,000	\$	3
7. Personal Effects of Students	\$100,000	\$	3
8. Real Property of Others Required by Contract	\$5,000	\$	3
9. Special Settlement Provisions			
– Agreed Value Coverage (Losses Less Than \$25,000)	Included	N/A	
– Replacement Cost – Leased Personal Property	Included	N/A	3
10. Spoilage			
– On Premises	\$25,000	N/A	
– In Transit	\$5,000	N/A	3

II. COVERAGES

1. Automated External Defibrillators

With respect to your applicable Coverage Form, the following is added to **A. Coverage, 5. Coverage Extensions:**

Automated External Defibrillators

(1) In the event of a Covered Cause of Loss, your insurance is extended to apply to direct physical loss of or damage to automated external defibrillators while at a described premises which are:

- (a) Your property; or
- (b) The property of others for which you have a written contractual responsibility to insure.

(2) The most we will pay under this Coverage Extension is \$5,000 unless a higher Amended Limit of Insurance is shown in the above **SCHEDULE**.

2. Broadened Building Coverage

With respect to the above-referenced Broadening Endorsements, the following is added to the Additional Coverage for **Broadened Building Coverage:**

Playground equipment located on or within 2,000 feet of a covered building or structure.

3. Business Income and Extra Expense – Fundraising Event

With respect to BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM CP 00 30 and BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM – ACTUAL LOSS SUSTAINED 411-0581, the following is added to **A. Coverage, 5. Additional Coverages:**

Business Income and Extra Expense – Fundraising Event

- (1) We will pay for the actual loss of Business Income you sustain and necessary Extra Expense you incur due to the necessary cancellation of a scheduled fundraising event as a result of direct physical loss of or damage to Covered Property at the described premises caused by or resulting from a Covered Cause of Loss.
- (2) This Additional Coverage will only apply if the fundraising event is not rescheduled within 120 days of the originally scheduled date.
- (3) The most we will pay under this Additional Coverage is \$50,000 unless a higher Amended Limit of Insurance is shown in the above **SCHEDULE**.

4. Emergency Evacuation Expense

With respect to your applicable Coverage Form, the following is added to **A. Coverage, 4. Additional Coverages:**

Emergency Evacuation Expense

- (1) We will pay for the reasonable expenses you incur for the emergency evacuation of your students, “employees” and visitors from a described premises.
- (2) The emergency evacuation must be in response to an imminent danger of injury or loss of life to your students, “employees” and visitors from a Covered Cause of Loss.
- (3) We will not pay for any expenses arising out of:
 - (a) Planned evacuation drills; or
 - (b) The evacuation of one or more of your students, “employees” and visitors due to their medical conditions.
- (4) With respect to evacuation due to the threat of a named storm, this Additional Coverage is only applicable when the path of a named storm is projected to come within 250 miles of the described premises.
- (5) Regardless of the number of students, “employees” and visitors involved, the most we will pay under this Additional Coverage at any one described premises is \$25,000 unless a higher Amended Limit of Insurance is shown in the above **SCHEDULE**.
- (6) No deductible applies to this Additional Coverage.

5. Glass Showcases

With respect to your applicable Coverage Form, the following is added to **A. Coverage, 5. Coverage Extensions:**

Glass Showcases

- (1) The insurance that applies to Covered Property is extended to apply to direct physical loss of or damage to glass showcases or glass wall cases, including the frames encasing the damaged glass, by any Covered Cause of Loss while at the described premises.
- (2) With respect to CAUSES OF LOSS – SPECIAL FORM CP 10 30, **B. Exclusions** does not apply to this Coverage Extension, except for the following:
 - (a) **1.c. Governmental Action;**
 - (b) **1.d. Nuclear Hazard;** and
 - (c) **1.f. War and Military Action.**

- (3) The most we will pay under this Coverage Extension is \$2,500 unless a higher Amended Limit of Insurance is shown in the above **SCHEDULE**.

6. Paved Surfaces

With respect to the above-referenced Broadening Endorsements, the following is added to the Additional Coverage for **Broadened Building Coverage**:

Paved Surfaces

- (1) Bridges, roadways and parking lots.
- (2) Regardless of the number of paved surfaces involved, the most we will pay for loss of or damage to the paved surfaces described in paragraph (1) directly above at the described premises is \$100,000 unless a higher Amended Limit of Insurance is shown in the above **SCHEDULE**. This Limit of Insurance does not apply to driveways, walks or patios as shown in **Broadened Building Coverage** in the above-referenced Broadening Endorsements.
- (3) With respect to this coverage, BUILDING AND PERSONAL PROPERTY COVERAGE FORM CP 00 10, **A. Coverage, 2. Property Not Covered**, paragraph d. is deleted.

(4) Paved Surfaces Special Exclusion

We will not pay for loss of or damage to paved surfaces described in paragraph (1) directly above caused by or resulting from freezing or thawing.

7. Personal Effects of Students

With respect to your applicable Coverage Form, the following is added to **A. Coverage, 4. Additional Coverages**:

Personal Effects of Students

- (1) We will pay for direct physical loss of or damage to the personal effects of your students while located at the described premises or while in your vehicle when such loss or damage is caused by or results from a Covered Cause of Loss.
- (2) The most we will pay in any one occurrence under this Additional Coverage is \$100,000 unless a higher Amended Limit of Insurance is shown in the above **SCHEDULE** but not more than \$2,500 for the personal effects of any one of your students.

8. Real Property of Others Required by Contract

With respect to the above-referenced Broadening Endorsements, the following is

added to the Additional Coverage for **Broadened Business Personal Property**:

Real Property of Others, such as building items and appurtenant structures, for which you have a written contractual responsibility to insure.

- (a) The most we will pay under this coverage is \$5,000 unless a higher Amended Limit of Insurance is shown in the above **SCHEDULE**.

(b) This coverage is available for tenants only.

9. Special Settlement Provisions

a. Agreed Value Coverage (Losses Less Than \$25,000)

If Coinsurance is shown as applicable in the Declarations, with respect to your applicable Coverage Form, **F. Additional Conditions, 1. Coinsurance** applies only when the total loss or damage to all Covered Property in any one occurrence is at least \$25,000, before application of any deductible.

b. Replacement Cost – Leased Personal Property

If **Replacement Cost** is shown as applicable in the Declarations, with respect to your applicable Coverage Form, **G. Optional Coverages, 3. Replacement Cost**, paragraph b.(1) replaced by the following:

- (1) Personal property of others except for leased personal property for which you have a written contractual responsibility to insure.

10. Spoilage

With respect to your applicable Coverage Form, the following is added to **A. Coverage, 4. Additional Coverages**:

Spoilage

- (1) We will pay for direct physical loss of or damage to your “perishable stock”:
- (a) At a described premises; or
- (b) In a vehicle owned, leased or operated by you while “in transit”.
- (2) Loss or damage must be caused by or result from Breakdown or Contamination, or Power Outage.
- (a) Breakdown or Contamination means:
- (i) Change in temperature or humidity resulting from mechanical breakdown or mechanical failure of refrigerating, cooling or humidity control apparatus or equipment, only while such equipment or

apparatus is at the described premises or in a vehicle owned, leased or operated by you while "in transit"; or

(ii) Contamination by a refrigerant.

Mechanical breakdown and mechanical failure do not mean power interruption, regardless of how or where the interruption is caused and whether or not the interruption is complete or partial.

- (b) Power Outage**, means change in temperature or humidity resulting from complete or partial interruption of electrical power, either on or off the described premises due to conditions beyond your control.
- (3)** This Additional Coverage does not apply to property located on the exterior of buildings or in the open.
- (4)** The most we will pay under this Additional Coverage for loss or damage occurring at a described premises is \$25,000.
- (5)** The most we will pay under this Additional Coverage for loss or damage while "in transit" is \$5,000.

(6) Spoilage Special Exclusions

We will not pay for loss or damage caused by or resulting from:

- (a)** The disconnection of any refrigerating, cooling or humidity control system from the source of power;
- (b)** The deactivation of electrical power caused by the manipulation of any

switch or other device used to control the flow of electrical power or current;

- (c)** The inability of an electrical utility company or other power source to provide sufficient power due to:
- (i)** Lack of fuel; or
- (ii)** Governmental order.
- (d)** The inability of a power source at a described premises to provide sufficient power due to lack of generating capacity to meet demand;
- (e)** Breaking of any glass that is a permanent part of any refrigerating, cooling or humidity control unit;
- (f)** The failure to maintain adequate fuel levels for the refrigeration, cooling or humidity control apparatus or equipment in a vehicle; or
- (g)** Your or a service representatives failure to inspect a vehicles' refrigeration, cooling or humidity control apparatus or equipment at least quarterly.
- (7)** This Additional Coverage Extension will not apply unless:
- (a)** A record of each inspection of refrigeration, cooling or humidity control apparatus or equipment in a vehicle is retained and maintained for at least 24 consecutive months prior to the date of loss; and
- (b)** You provide us with all records.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

COMMERCIAL PROPERTY COVERAGE PART EQUIPMENT BREAKDOWN COVERAGE SCHEDULE

Equipment Breakdown is subject to the Limits of Insurance shown in the Declarations except as specifically shown below.

These coverages apply to all locations covered on the policy, unless otherwise specified.

Coverages	Limits
Equipment Breakdown Limit	\$14,800,000
Business Income	\$3,000,000
Extra Expense	\$Included
Data Restoration	\$100,000
Expediting Expenses	\$100,000
Hazardous Substances	\$100,000
Scientific Animals	\$0
Service Interruption	\$Included in Business Income, Extra Expense and/or Spoilage Limit
Spoilage	\$100,000

	Deductibles
Combined, All Coverages	\$Not Applicable
Direct Coverages	\$1,000
Indirect Coverages	72 hours
Spoilage	\$1,000

Other Conditions

Service Interruption - 24 hour waiting period.
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CAUSES OF LOSS – SPECIAL FORM

Words and phrases that appear in quotation marks have special meaning. Refer to Section **G**. Definitions.

A. Covered Causes Of Loss

When Special is shown in the Declarations, Covered Causes of Loss means direct physical loss unless the loss is excluded or limited in this policy.

B. Exclusions

1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

a. Ordinance Or Law

The enforcement of or compliance with any ordinance or law:

- (1) Regulating the construction, use or repair of any property; or
- (2) Requiring the tearing down of any property, including the cost of removing its debris.

This exclusion, Ordinance Or Law, applies whether the loss results from:

- (a) An ordinance or law that is enforced even if the property has not been damaged; or
- (b) The increased costs incurred to comply with an ordinance or law in the course of construction, repair, renovation, remodeling or demolition of property, or removal of its debris, following a physical loss to that property.

b. Earth Movement

- (1) Earthquake, including tremors and aftershocks and any earth sinking, rising or shifting related to such event;
- (2) Landslide, including any earth sinking, rising or shifting related to such event;
- (3) Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;

- (4) Earth sinking (other than sinkhole collapse), rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

But if Earth Movement, as described in **b.(1)** through **(4)** above, results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

- (5) Volcanic eruption, explosion or effusion. But if volcanic eruption, explosion or effusion results in fire, building glass breakage or Volcanic Action, we will pay for the loss or damage caused by that fire, building glass breakage or Volcanic Action.

Volcanic Action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

- (a) Airborne volcanic blast or airborne shock waves;
- (b) Ash, dust or particulate matter; or
- (c) Lava flow.

With respect to coverage for Volcanic Action as set forth in **(5)(a)**, **(5)(b)** and **(5)(c)**, all volcanic eruptions that occur within any 168-hour period will constitute a single occurrence.

Volcanic Action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the described property.

This exclusion applies regardless of whether any of the above, in Paragraphs **(1)** through **(5)**, is caused by an act of nature or is otherwise caused.

c. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this Coverage Part.

d. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

But if nuclear reaction or radiation, or radioactive contamination, results in fire, we will pay for the loss or damage caused by that fire.

e. Utility Services

The failure of power, communication, water or other utility service supplied to the described premises, however caused, if the failure:

- (1) Originates away from the described premises; or
- (2) Originates at the described premises, but only if such failure involves equipment used to supply the utility service to the described premises from a source away from the described premises.

Failure of any utility service includes lack of sufficient capacity and reduction in supply.

Loss or damage caused by a surge of power is also excluded, if the surge would not have occurred but for an event causing a failure of power.

But if the failure or surge of power, or the failure of communication, water or other utility service, results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

Communication services include but are not limited to service relating to Internet access or access to any electronic, cellular or satellite network.

f. War And Military Action

- (1) War, including undeclared or civil war;

- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

g. Water

- (1) Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge);

- (2) Mudslide or mudflow;

- (3) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;

- (4) Water under the ground surface pressing on, or flowing or seeping through:

- (a) Foundations, walls, floors or paved surfaces;
- (b) Basements, whether paved or not; or
- (c) Doors, windows or other openings; or

- (5) Waterborne material carried or otherwise moved by any of the water referred to in Paragraph (1), (3) or (4), or material carried or otherwise moved by mudslide or mudflow.

This exclusion applies regardless of whether any of the above, in Paragraphs (1) through (5), is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is the situation where a dam, levee, seawall or other boundary or containment system fails in whole or in part, for any reason, to contain the water.

But if any of the above, in Paragraphs (1) through (5), results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage (if sprinkler leakage is a Covered Cause of Loss).

h. "Fungus", Wet Rot, Dry Rot And Bacteria

Presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria.

But if "fungus", wet or dry rot or bacteria result in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".

This exclusion does not apply:

- (1) When "fungus", wet or dry rot or bacteria result from fire or lightning; or
- (2) To the extent that coverage is provided in the Additional Coverage, Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria, with respect to loss or damage by a cause of loss other than fire or lightning.

Exclusions B.1.a. through B.1.h. apply whether or not the loss event results in widespread damage or affects a substantial area.

2. We will not pay for loss or damage caused by or resulting from any of the following:

a. Artificially generated electrical, magnetic or electromagnetic energy that damages, disturbs, disrupts or otherwise interferes with any:

- (1) Electrical or electronic wire, device, appliance, system or network; or
- (2) Device, appliance, system or network utilizing cellular or satellite technology.

For the purpose of this exclusion, electrical, magnetic or electromagnetic energy includes but is not limited to:

- (a) Electrical current, including arcing;
- (b) Electrical charge produced or conducted by a magnetic or electromagnetic field;
- (c) Pulse of electromagnetic energy; or
- (d) Electromagnetic waves or microwaves.

But if fire results, we will pay for the loss or damage caused by that fire.

- b. Delay, loss of use or loss of market.**
- c. Smoke, vapor or gas from agricultural smudging or industrial operations.**

d.(1) Wear and tear;

(2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

(3) Smog;

(4) Settling, cracking, shrinking or expansion;

(5) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals.

(6) Mechanical breakdown, including rupture or bursting caused by centrifugal force. But if mechanical breakdown results in elevator collision, we will pay for the loss or damage caused by that elevator collision.

(7) The following causes of loss to personal property:

(a) Dampness or dryness of atmosphere;

(b) Changes in or extremes of temperature; or

(c) Marring or scratching.

But if an excluded cause of loss that is listed in 2.d.(1) through (7) results in a "specified cause of loss" or building glass breakage, we will pay for the loss or damage caused by that "specified cause of loss" or building glass breakage.

e. Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control. But if explosion of steam boilers, steam pipes, steam engines or steam turbines results in fire or combustion explosion, we will pay for the loss or damage caused by that fire or combustion explosion. We will also pay for loss or damage caused by or resulting from the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.

f. Continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture or vapor, that occurs over a period of 14 days or more.

- g.** Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment (except fire protective systems) caused by or resulting from freezing, unless:
 - (1)** You do your best to maintain heat in the building or structure; or
 - (2)** You drain the equipment and shut off the supply if the heat is not maintained.
- h.** Dishonest or criminal act (including theft) by you, any of your partners, members, officers, managers, employees (including temporary employees and leased workers), directors, trustees or authorized representatives, whether acting alone or in collusion with each other or with any other party; or theft by any person to whom you entrust the property for any purpose, whether acting alone or in collusion with any other party.

This exclusion:

- (1)** Applies whether or not an act occurs during your normal hours of operation;
- (2)** Does not apply to acts of destruction by your employees (including temporary employees and leased workers) or authorized representatives; but theft by your employees (including temporary employees and leased workers) or authorized representatives is not covered.
- i.** Voluntary parting with any property by you or anyone else to whom you have entrusted the property if induced to do so by any fraudulent scheme, trick, device or false pretense.
- j.** Rain, snow, ice or sleet to personal property in the open.
- k.** Collapse, including any of the following conditions of property or any part of the property:
 - (1)** An abrupt falling down or caving in;
 - (2)** Loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in; or
 - (3)** Any cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion as such condition relates to **(1)** or **(2)** above.

But if collapse results in a Covered Cause of Loss at the described premises, we will pay for the loss or damage caused by that Covered Cause of Loss.

This exclusion, **k.**, does not apply:

- (a)** To the extent that coverage is provided under the Additional Coverage, Collapse; or
- (b)** To collapse caused by one or more of the following:
 - (i)** The "specified causes of loss";
 - (ii)** Breakage of building glass;
 - (iii)** Weight of rain that collects on a roof; or
 - (iv)** Weight of people or personal property.
- l.** Discharge, dispersal, seepage, migration, release or escape of "pollutants" unless the discharge, dispersal, seepage, migration, release or escape is itself caused by any of the "specified causes of loss". But if the discharge, dispersal, seepage, migration, release or escape of "pollutants" results in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".

This exclusion, **l.**, does not apply to damage to glass caused by chemicals applied to the glass.
- m.** Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.
- 3.** We will not pay for loss or damage caused by or resulting from any of the following, **3.a.** through **3.c.** But if an excluded cause of loss that is listed in **3.a.** through **3.c.** results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.
 - a.** Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Paragraph **1.** above to produce the loss or damage.
 - b.** Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
 - c.** Faulty, inadequate or defective:
 - (1)** Planning, zoning, development, surveying, siting;
 - (2)** Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - (3)** Materials used in repair, construction, renovation or remodeling; or
 - (4)** Maintenance;

of part or all of any property on or off the described premises.

4. Special Exclusions

The following provisions apply only to the specified Coverage Forms:

a. Business Income (And Extra Expense) Coverage Form, Business Income (Without Extra Expense) Coverage Form, Or Extra Expense Coverage Form

We will not pay for:

- (1) Any loss caused by or resulting from:
 - (a) Damage or destruction of "finished stock"; or
 - (b) The time required to reproduce "finished stock".

This exclusion does not apply to Extra Expense.
- (2) Any loss caused by or resulting from direct physical loss or damage to radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers.
- (3) Any increase of loss caused by or resulting from:
 - (a) Delay in rebuilding, repairing or replacing the property or resuming "operations", due to interference at the location of the rebuilding, repair or replacement by strikers or other persons; or
 - (b) Suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the "suspension" of "operations", we will cover such loss that affects your Business Income during the "period of restoration" and any extension of the "period of restoration" in accordance with the terms of the Extended Business Income Additional Coverage and the Extended Period Of Indemnity Optional Coverage or any variation of these.
- (4) Any Extra Expense caused by or resulting from suspension, lapse or cancellation of any license, lease or contract beyond the "period of restoration".
- (5) Any other consequential loss.

b. Leasehold Interest Coverage Form

- (1) Paragraph **B.1.a.**, Ordinance Or Law, does not apply to insurance under this Coverage Form.
- (2) We will not pay for any loss caused by:
 - (a) Your cancelling the lease;
 - (b) The suspension, lapse or cancellation of any license; or
 - (c) Any other consequential loss.

c. Legal Liability Coverage Form

- (1) The following exclusions do not apply to insurance under this Coverage Form:
 - (a) Paragraph **B.1.a.** Ordinance Or Law;
 - (b) Paragraph **B.1.c.** Governmental Action;
 - (c) Paragraph **B.1.d.** Nuclear Hazard;
 - (d) Paragraph **B.1.e.** Utility Services; and
 - (e) Paragraph **B.1.f.** War And Military Action.
- (2) The following additional exclusions apply to insurance under this Coverage Form:

(a) Contractual Liability

We will not defend any claim or "suit", or pay damages that you are legally liable to pay, solely by reason of your assumption of liability in a contract or agreement. But this exclusion does not apply to a written lease agreement in which you have assumed liability for building damage resulting from an actual or attempted burglary or robbery, provided that:

- (i) Your assumption of liability was executed prior to the accident; and
- (ii) The building is Covered Property under this Coverage Form.

(b) Nuclear Hazard

We will not defend any claim or "suit", or pay any damages, loss, expense or obligation, resulting from nuclear reaction or radiation, or radioactive contamination, however caused.

5. Additional Exclusion

The following provisions apply only to the specified property:

Loss Or Damage To Products

We will not pay for loss or damage to any merchandise, goods or other product caused by or resulting from error or omission by any person or entity (including those having possession under an arrangement where work or a portion of the work is outsourced) in any stage of the development, production or use of the product, including planning, testing, processing, packaging, installation, maintenance or repair. This exclusion applies to any effect that compromises the form, substance or quality of the product. But if such error or omission results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

C. Limitations

The following limitations apply to all policy forms and endorsements, unless otherwise stated:

1. We will not pay for loss of or damage to property, as described and limited in this section. In addition, we will not pay for any loss that is a consequence of loss or damage as described and limited in this section.
 - a. Steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment. But we will pay for loss of or damage to such equipment caused by or resulting from an explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.
 - b. Hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment, other than an explosion.
 - c. The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless:
 - (1) The building or structure first sustains damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters; or
 - (2) The loss or damage is caused by or results from thawing of snow, sleet or ice on the building or structure.
- d. Building materials and supplies not attached as part of the building or structure, caused by or resulting from theft.

However, this limitation does not apply to:

 - (1) Building materials and supplies held for sale by you, unless they are insured under the Builders Risk Coverage Form; or
 - (2) Business Income Coverage or Extra Expense Coverage.
- e. Property that is missing, where the only evidence of the loss or damage is a shortage disclosed on taking inventory, or other instances where there is no physical evidence to show what happened to the property.
- f. Property that has been transferred to a person or to a place outside the described premises on the basis of unauthorized instructions.
- g. Lawns, trees, shrubs or plants which are part of a vegetated roof, caused by or resulting from:
 - (1) Dampness or dryness of atmosphere or of soil supporting the vegetation;
 - (2) Changes in or extremes of temperature;
 - (3) Disease;
 - (4) Frost or hail; or
 - (5) Rain, snow, ice or sleet.
2. We will not pay for loss of or damage to the following types of property unless caused by the "specified causes of loss" or building glass breakage:
 - a. Animals, and then only if they are killed or their destruction is made necessary.
 - b. Fragile articles such as statuary, marbles, chinaware and porcelains, if broken. This restriction does not apply to:
 - (1) Glass; or
 - (2) Containers of property held for sale.
 - c. Builders' machinery, tools and equipment owned by you or entrusted to you, provided such property is Covered Property.

However, this limitation does not apply:

 - (1) If the property is located on or within 100 feet of the described premises, unless the premises is insured under the Builders Risk Coverage Form; or

(2) To Business Income Coverage or to Extra Expense Coverage.

3. The special limit shown for each category, **a.** through **d.**, is the total limit for loss of or damage to all property in that category. The special limit applies to any one occurrence of theft, regardless of the types or number of articles that are lost or damaged in that occurrence. The special limits are (unless a higher limit is shown in the Declarations):
- a. \$2,500 for furs, fur garments and garments trimmed with fur.
 - b. \$2,500 for jewelry, watches, watch movements, jewels, pearls, precious and semiprecious stones, bullion, gold, silver, platinum and other precious alloys or metals. This limit does not apply to jewelry and watches worth \$100 or less per item.
 - c. \$2,500 for patterns, dies, molds and forms.
 - d. \$250 for stamps, tickets, including lottery tickets held for sale, and letters of credit.

These special limits are part of, not in addition to, the Limit of Insurance applicable to the Covered Property.

This limitation, **C.3.**, does not apply to Business Income Coverage or to Extra Expense Coverage.

4. We will not pay the cost to repair any defect to a system or appliance from which water, other liquid, powder or molten material escapes. But we will pay the cost to repair or replace damaged parts of fire-extinguishing equipment if the damage:
- a. Results in discharge of any substance from an automatic fire protection system; or
 - b. Is directly caused by freezing.

However, this limitation does not apply to Business Income Coverage or to Extra Expense Coverage.

D. Additional Coverage – Collapse

The coverage provided under this Additional Coverage, Collapse, applies only to an abrupt collapse as described and limited in **D.1.** through **D.7.**

1. For the purpose of this Additional Coverage, Collapse, abrupt collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.

2. We will pay for direct physical loss or damage to Covered Property, caused by abrupt collapse of a building or any part of a building that is insured under this Coverage Form or that contains Covered Property insured under this Coverage Form, if such collapse is caused by one or more of the following:
- a. Building decay that is hidden from view, unless the presence of such decay is known to an insured prior to collapse;
 - b. Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an insured prior to collapse;
 - c. Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs during the course of the construction, remodeling or renovation.
 - d. Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs after the construction, remodeling or renovation is complete, but only if the collapse is caused in part by:
 - (1) A cause of loss listed in **2.a.** or **2.b.**;
 - (2) One or more of the "specified causes of loss";
 - (3) Breakage of building glass;
 - (4) Weight of people or personal property; or
 - (5) Weight of rain that collects on a roof.
3. This **Additional Coverage – Collapse** does **not** apply to:
- a. A building or any part of a building that is in danger of falling down or caving in;
 - b. A part of a building that is standing, even if it has separated from another part of the building; or
 - c. A building that is standing or any part of a building that is standing, even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.
4. With respect to the following property:
- a. Outdoor radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers;

- b. Awnings, gutters and downspouts;
 - c. Yard fixtures;
 - d. Outdoor swimming pools;
 - e. Fences;
 - f. Piers, wharves and docks;
 - g. Beach or diving platforms or appurtenances;
 - h. Retaining walls; and
 - i. Walks, roadways and other paved surfaces;
- if an abrupt collapse is caused by a cause of loss listed in **2.a.** through **2.d.**, we will pay for loss or damage to that property only if:

- (1) Such loss or damage is a direct result of the abrupt collapse of a building insured under this Coverage Form; and
- (2) The property is Covered Property under this Coverage Form.

5. If personal property abruptly falls down or caves in and such collapse is **not** the result of abrupt collapse of a building, we will pay for loss or damage to Covered Property caused by such collapse of personal property only if:
- a. The collapse of personal property was caused by a cause of loss listed in **2.a.** through **2.d.**;
 - b. The personal property which collapses is inside a building; and
 - c. The property which collapses is not of a kind listed in **4.**, regardless of whether that kind of property is considered to be personal property or real property.

The coverage stated in this Paragraph **5.** does not apply to personal property if marring and/or scratching is the only damage to that personal property caused by the collapse.

- 6. This Additional Coverage, Collapse, does not apply to personal property that has not abruptly fallen down or caved in, even if the personal property shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.
- 7. This Additional Coverage, Collapse, will not increase the Limits of Insurance provided in this Coverage Part.
- 8. The term Covered Cause of Loss includes the Additional Coverage, Collapse, as described and limited in **D.1.** through **D.7.**

E. Additional Coverage – Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria

1. The coverage described in **E.2.** and **E.6.** only applies when the "fungus", wet or dry rot or bacteria are the result of one or more of the following causes that occur during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence:

- a. A "specified cause of loss" other than fire or lightning; or
- b. Flood, if the Flood Coverage Endorsement applies to the affected premises.

This Additional Coverage does not apply to lawns, trees, shrubs or plants which are part of a vegetated roof.

2. We will pay for loss or damage by "fungus", wet or dry rot or bacteria. As used in this Limited Coverage, the term loss or damage means:

- a. Direct physical loss or damage to Covered Property caused by "fungus", wet or dry rot or bacteria, including the cost of removal of the "fungus", wet or dry rot or bacteria;
- b. The cost to tear out and replace any part of the building or other property as needed to gain access to the "fungus", wet or dry rot or bacteria; and
- c. The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "fungus", wet or dry rot or bacteria are present.

3. The coverage described under **E.2.** of this Limited Coverage is limited to \$15,000. Regardless of the number of claims, this limit is the most we will pay for the total of all loss or damage arising out of all occurrences of "specified causes of loss" (other than fire or lightning) and Flood which take place in a 12-month period (starting with the beginning of the present annual policy period). With respect to a particular occurrence of loss which results in "fungus", wet or dry rot or bacteria, we will not pay more than a total of \$15,000 even if the "fungus", wet or dry rot or bacteria continue to be present or active, or recur, in a later policy period.

4. The coverage provided under this Limited Coverage does not increase the applicable Limit of Insurance on any Covered Property. If a particular occurrence results in loss or damage by "fungus", wet or dry rot or bacteria, and other loss or damage, we will not pay more, for the total of all loss or damage, than the applicable Limit of Insurance on the affected Covered Property.

If there is covered loss or damage to Covered Property, not caused by "fungus", wet or dry rot or bacteria, loss payment will not be limited by the terms of this Limited Coverage, except to the extent that "fungus", wet or dry rot or bacteria cause an increase in the loss. Any such increase in the loss will be subject to the terms of this Limited Coverage.

5. The terms of this Limited Coverage do not increase or reduce the coverage provided under Paragraph **F.2.** (Water Damage, Other Liquids, Powder Or Molten Material Damage) of this Causes Of Loss form or under the Additional Coverage, Collapse.
6. The following, **6.a.** or **6.b.**, applies only if Business Income and/or Extra Expense Coverage applies to the described premises and only if the "suspension" of "operations" satisfies all terms and conditions of the applicable Business Income and/or Extra Expense Coverage Form:
- a. If the loss which resulted in "fungus", wet or dry rot or bacteria does not in itself necessitate a "suspension" of "operations", but such "suspension" is necessary due to loss or damage to property caused by "fungus", wet or dry rot or bacteria, then our payment under Business Income and/or Extra Expense is limited to the amount of loss and/or expense sustained in a period of not more than 30 days. The days need not be consecutive.
 - b. If a covered "suspension" of "operations" was caused by loss or damage other than "fungus", wet or dry rot or bacteria but remediation of "fungus", wet or dry rot or bacteria prolongs the "period of restoration", we will pay for loss and/or expense sustained during the delay (regardless of when such a delay occurs during the "period of restoration"), but such coverage is limited to 30 days. The days need not be consecutive.

F. Additional Coverage Extensions

1. Property In Transit

This Extension applies only to your personal property to which this form applies.

- a. You may extend the insurance provided by this Coverage Part to apply to your personal property (other than property in the care, custody or control of your salespersons) in transit more than 100 feet from the described premises. Property must be in or on a motor vehicle you own, lease or operate while between points in the coverage territory.
- b. Loss or damage must be caused by or result from one of the following causes of loss:
 - (1) Fire, lightning, explosion, windstorm or hail, riot or civil commotion, or vandalism.
 - (2) Vehicle collision, upset or overturn. Collision means accidental contact of your vehicle with another vehicle or object. It does not mean your vehicle's contact with the roadbed.
 - (3) Theft of an entire bale, case or package by forced entry into a securely locked body or compartment of the vehicle. There must be visible marks of the forced entry.
- c. The most we will pay for loss or damage under this Extension is \$5,000.

This Coverage Extension is additional insurance. The Additional Condition, Coinsurance, does not apply to this Extension.

2. Water Damage, Other Liquids, Powder Or Molten Material Damage

If loss or damage caused by or resulting from covered water or other liquid, powder or molten material damage loss occurs, we will also pay the cost to tear out and replace any part of the building or structure to repair damage to the system or appliance from which the water or other substance escapes. This Coverage Extension does not increase the Limit of Insurance.

3. Glass

- a. We will pay for expenses incurred to put up temporary plates or board up openings if repair or replacement of damaged glass is delayed.
- b. We will pay for expenses incurred to remove or replace obstructions when repairing or replacing glass that is part of a building. This does not include removing or replacing window displays.

This Coverage Extension **F.3.** does not increase the Limit of Insurance.

G. Definitions

- 1. "Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
- 2. "Specified causes of loss" means the following: fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire-extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage.
 - a. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:
 - (1) The cost of filling sinkholes; or
 - (2) Sinking or collapse of land into man-made underground cavities.
 - b. Falling objects does not include loss or damage to:
 - (1) Personal property in the open; or
 - (2) The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.
 - c. Water damage means:
 - (1) Accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of a plumbing, heating, air conditioning or other system or appliance (other than a sump system including its related equipment and parts), that is located on the described premises and contains water or steam; and

- (2) Accidental discharge or leakage of water or waterborne material as the direct result of the breaking apart or cracking of a water or sewer pipe caused by wear and tear, when the pipe is located off the described premises and is connected to or is part of a potable water supply system or sanitary sewer system operated by a public or private utility service provider pursuant to authority granted by the state or governmental subdivision where the described premises are located.

But water damage does not include loss or damage otherwise excluded under the terms of the Water Exclusion. Therefore, for example, there is no coverage under this policy in the situation in which discharge or leakage of water results from the breaking apart or cracking of a pipe which was caused by or related to weather-induced flooding, even if wear and tear contributed to the breakage or cracking. As another example, and also in accordance with the terms of the Water Exclusion, there is no coverage for loss or damage caused by or related to weather-induced flooding which follows or is exacerbated by pipe breakage or cracking attributable to wear and tear.

To the extent that accidental discharge or leakage of water falls within the criteria set forth in **c.(1)** or **c.(2)** of this definition of "specified causes of loss," such water is not subject to the provisions of the Water Exclusion which preclude coverage for surface water or water under the surface of the ground.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEURODEGENERATIVE INJURY CONDITIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** For the purpose of this endorsement only, the following are added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

Concussion Awareness Program Conditions

As a condition of coverage for any concussion or sub-concussive injury sustained by a “participant”, the Named Insured shall:

- a.** Maintain a “Reasonable System” for the implementation of a formal “concussion awareness program” for all “participants”. Such program must comply with state and federal laws, if applicable;
- b.** Distribute written “concussion awareness program” materials to all “participants” and “participants” legal guardian(s) (if under eighteen (18) years of age); and
- c.** Maintain the “concussion awareness program” materials including all records and communication sent to “participants” or “participants” guardians.

Unintentional error on the Named Insured’s part related to training materials included as part of the “concussion awareness program” will not jeopardize coverage in the event of an “occurrence” related to a concussion or sub-concussive injury to a “participant”. However, the failure to maintain a “Reasonable System” shall be grounds for denial of coverage for any actual or alleged concussion or sub-concussive injury to any “participant”.

Duties in The Event of “Occurrence”, Claim or Suit Involving Concussion or Sub-concussive Injury

When you notify us of an “occurrence” involving a concussion or sub-concussive injury to a “participant”, you must also provide us with a copy of the “concussion awareness program” materials and any communication sent to “participants” or “participants” guardians regarding the “concussion awareness program” that was in place at the time

of the “participant’s” involvement in athletic activities.

- B.** For the purpose of this endorsement, the following is added to **SECTION V – DEFINITIONS:**

- 1.** “Concussion Awareness Program” means a formal educational program designed specifically to address concussion and sub-concussive injury awareness. The “concussion awareness program” includes materials:
 - a.** Describing, and understanding concussions and sub-concussive injuries and the potential consequences of such injuries;
 - b.** Recognizing and responding to concussions and sub-concussive injuries;
 - c.** Injury management standards for the “participant’s” return to activities following a concussion or sub-concussive injury; including medical clearance required; and
 - d.** Prevention of concussions and sub-concussive injuries.

The “concussion awareness program” should be updated regularly and include the Center for Disease Control and Prevention’s *Heads UP: Concussion in Youth Sports* training course or any similar course as well as programs mandated by law or by the governing body for the athletic or sports game, contest, activity, practice, scrimmage or exhibition.

- 2.** “Participant” means any person engaged in athletic activities. “Participant” does not include spectators, referees, umpires or coaching staff.
- 3.** “Reasonable System” means any electronic or written communication to regularly advance education materials to “participants”, parents and coaches about the nature of risk of concussions, including but not limited to all material outlined in the “Concussion Awareness Program” definition listed below.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

**COMMERCIAL GENERAL LIABILITY
CG 21 32 05 09**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMUNICABLE DISEASE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- | | |
|---|--|
| <p>A. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:</p> <p>2. Exclusions</p> <p>This insurance does not apply to:</p> <p>Communicable Disease</p> <p>"Bodily injury" or "property damage" arising out of the actual or alleged transmission of a communicable disease.</p> <p>This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:</p> <ul style="list-style-type: none"> a. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease; b. Testing for a communicable disease; c. Failure to prevent the spread of the disease; or d. Failure to report the disease to authorities. | <p>B. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:</p> <p>2. Exclusions</p> <p>This insurance does not apply to:</p> <p>Communicable Disease</p> <p>"Personal and advertising injury" arising out of the actual or alleged transmission of a communicable disease.</p> <p>This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:</p> <ul style="list-style-type: none"> a. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease; b. Testing for a communicable disease; c. Failure to prevent the spread of the disease; or d. Failure to report the disease to authorities. |
|---|--|

SCHOOL AND EDUCATORS LEGAL LIABILITY COVERAGE PART

CLAIMS-MADE WARNING

THIS POLICY PROVIDES COVERAGE ON A CLAIMS-MADE BASIS. SUBJECT TO ITS TERMS, THIS POLICY APPLIES ONLY TO "CLAIMS" FIRST MADE AGAINST YOU DURING THE "POLICY PERIOD", AUTOMATIC EXTENDED REPORTING PERIOD OR ANY PURCHASED OPTIONAL EXTENDED REPORTING PERIOD THAT MAY APPLY. PLEASE READ THE POLICY CAREFULLY TO DETERMINE RIGHTS, DUTIES, COVERAGE AND COVERAGE RESTRICTIONS.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered. Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the Company providing this insurance. The word "insured" means any person or organization qualifying as such under **SECTION II – WHO IS AN INSURED**. Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VI – DEFINITIONS**.

SECTION I – COVERAGES

1. Insuring Agreements

a. Coverage A – Educators Liability

We will pay, on behalf of the insured, those sums which the insured becomes legally obligated to pay as "loss" due to a "claim" arising out of an "educators wrongful act" to which this insurance applies.

b. Coverage B – Directors and Officers Liability

(1) Individual Liability

We will pay on behalf of each "insured individual" all "loss" which the "insured individual" becomes legally obligated to pay due to a "claim" arising out of a "wrongful act" to which this insurance applies.

(2) Entity Liability

We will pay on behalf of the "insured entity" all "loss" which the "insured entity" is legally obligated to pay due to a "claim" arising out of a "wrongful act" to which this insurance applies.

2. When This Insurance Applies

This insurance applies to an "educators wrongful act" or a "wrongful act" which occurs anywhere in the "coverage territory" but only if:

- a. The "claim" is made within the United States of America, its territories or possessions, Puerto Rico or Canada;
- b. The "educators wrongful act" or "wrongful act" did not occur before the Retroactive Date, if any, shown in the Declarations or after the end of the "policy period". The Retroactive Date is

the specific date entered in the Declarations or, if no date is entered, the policy inception date shown in the Declarations;

- c. The insured did not give notice to any prior insurer of such "educators wrongful act" or "wrongful act"; and
- d. A "claim" because of an "educators wrongful act" or a "wrongful act" is first made against any insured, in accordance with paragraph e. below, during the "policy period" or any Extended Reporting Period we provide under **SECTION V – EXTENDED REPORTING PERIODS**.
- e. A "claim" by a person or organization seeking damages will be deemed to have been made at the earlier of the following:
 - (1) When notice of such "claim" is received by any insured or by us, whichever comes first; or
 - (2) When we make settlement in accordance with paragraph 1.a. or 1.b. above.
- f. Two or more "claims" arising out of a single "educators wrongful act" or a single "wrongful act" or a series of "educators wrongful acts" or a series of "wrongful acts" related in any way to each other shall be considered one "claim". Any such "claims" whenever made shall be considered as first made at the time the first of those "claims" was made.

3. Defense, Investigation and Settlement

- a. We will have the right and duty to defend the insured against any "claim" alleging an "educators wrongful act" or a "wrongful act" to which this insurance applies.

- b. We may at our sole discretion investigate any allegation of “educators wrongful act” or “wrongful act” and settle any claim that may arise.
- c. If a “loss” only deductible option is selected on the Declarations, the amount we will pay for “loss” will be in excess of the applicable deductible, and as otherwise limited in **SECTION III – LIMITS OF INSURANCE AND DEDUCTIBLE**.
- d. If a “loss” and “defense expenses” deductible option is selected on the Declarations, we will pay “defense expenses” with respect to any “claim” we defend arising out of any “educators wrongful act” or “wrongful act” in excess of the deductible. These payments will not reduce the applicable Limits of Insurance for payment of “loss”. Our duty to defend ends when we have used up the applicable Limit of Insurance in the payment of judgments, settlements.
- e. We will have no duty to defend any insured against any “claim” to which this Coverage Part does not apply.
- f. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under this Coverage Part.

4. Exclusions Applicable to Coverage A – Educators Liability

This insurance does not apply to:

- a. **“Bodily Injury”, “Personal and Advertising Injury”, or “Property Damage”**
“Bodily injury”, “personal and advertising injury”, or “property damage”.
- b. **Fidelity**
Any “claim” arising from embezzlement, misuse, misappropriation, or breach of fiduciary duty in the handling or managing of public and/or private monies, investments or employee benefit programs.

c. Abuse and Molestation

Any “claim” or “civil rights claim” directly or indirectly arising out of or in any way related to:

- (1) The actual or threatened abuse, sexual misconduct, or molestation by anyone of any person regardless whether the abuse or molestation was specifically intended or resulted from negligent conduct and regardless whether any insured subjectively intended the injury or damage for which a “claim” is made, or

(2) The negligent:

- (a) Employment;
- (b) Investigation;
- (c) Supervision;
- (d) Reporting to the proper authorities, or failure to so report; or
- (e) Retention
of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by paragraph (1) above.

d. Breach of Contract

Any “claim” based upon or in any way related to any liability under any written, oral or implied contract or agreement other than a contract for educational services between a student and the Insured; provided, however, that this exclusion shall not apply to the extent that liability would have been incurred in the absence of such contract or agreement.

e. Fiduciary

Any Claim based on or arising out of acts, errors or omissions by any person in a fiduciary capacity, as a trustee, director, officer or in any similar capacity.

5. Exclusions Applicable to Coverage B – Directors and Officers Liability

This insurance does not apply to:

- a. **“Bodily Injury”, “Property Damage” and “Personal and Advertising Injury”**
“Bodily injury”, “property damage”, or “personal and advertising injury”.
- b. **Compensation**
Salary, compensation or bonuses voted to or denied to any insured by the directors, officers and trustees of the Named Insured.
- c. **Breach of Contract**
Any “claim” alleging breach of any oral, written or implied contract or agreement.
This exclusion c. does not apply to reasonable legal fees and expenses as provided under **SECTION I – COVERAGES, 7. Supplementary Payments**, paragraph d.
- d. **Professional Services**
Any “claim” arising out of the rendering of or failure to render any professional service, advice or instruction:
 - (1) By any insured; or
 - (2) On behalf of any insured; or
 - (3) For which any insured has assumed liability by reason of a contract or

agreement, regardless of whether any such service, advice or instruction is ordinary to any insured's profession.

This exclusion applies even if a "claim" alleges negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "wrongful act" which caused the "loss" involved the rendering of or failure to render any professional service.

This exclusion **d.** does not apply to accounting services performed for the "Insured entity" by an accountant who is an "Employee" of the "Insured entity" or legal services performed for the "Insured entity" by an attorney who is an "Executive".

e. Product Defect

Any "claim" based upon, arising out of or in any way related to any malfunction of any product or failure of any product to perform in any manner as a result of any defect, deficiency, inadequacy or dangerous condition in such product or in its design or manufacture.

f. Abuse and Molestation

Any "claim" or "civil rights claim" directly or indirectly arising out of or in any way related to:

- (1) The actual or threatened abuse, sexual misconduct, or molestation by any one of any person regardless whether the abuse or molestation was specifically intended or resulted from negligent conduct and regardless whether any insured subjectively intended the injury or damage for which a "claim" is made, or

- (2) The negligent:

- (a) Employment;
- (b) Investigation;
- (c) Supervision;
- (d) Reporting to the proper authorities, or failure to so report; or
- (e) Retention

of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by paragraph (1) above.

g. Educators Wrongful Act

Any "claim" arising out of an "Educators Wrongful Act".

6. Exclusions Applicable To Coverage A – Educators Liability and Coverage B – Directors and Officers Liability.

This insurance does not apply to:

a. Intentional or Criminal Act

Any "claim" arising out of any intentional, dishonest, fraudulent, criminal, or malicious act or omission or any willful violation of law by the insured. This exclusion applies even if:

- (1) The insured lacks the mental capacity to control or govern his or her own conduct; or
- (2) The insured temporarily lacks the capacity to control or govern his or her own conduct or is temporarily unable to form any intent to cause harm.

However, this exclusion shall not apply unless and until there is an adverse admission by the insured, finding of fact, or final adjudication against the insured as to such excluded conduct, at which time the insured shall reimburse us for all "loss" and "defense expenses" we paid or incurred on account of such "claim".

b. Illegal Financial Gain

Any "claim" arising out of the insured obtaining or attempting to obtain remuneration or financial gain to which such insured was not legally entitled.

However, this exclusion shall not apply unless and until there is an adverse admission by the insured, finding of fact, or final adjudication against the insured as to such excluded conduct, at which time the insured shall reimburse us for all "loss" and "defense expenses" we paid or incurred on account of such "claim".

c. Contractual Liability

Any "claim" for which the insured has assumed liability in a contract or agreement.

This exclusion **c.** does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

d. Employee Retirement Income Security Act

Any "claim" arising out of any responsibilities, obligations or duties imposed upon fiduciaries by the Employee Retirement Income Security Act of 1974 or any amendments thereto.

e. Employee Benefit Plan

Any "claim" alleging a "wrongful act" related to the administration of any employee benefit plan.

f. Workers Compensation

Any obligation of the insured under a workers compensation, disability benefits, social

security or unemployment compensation law or any similar rule, regulation or law.

g. Employers Liability

Any "claim" made by or on behalf of:

- (1) An "employee" or former "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) A spouse, child, parent, brother, sister, "domestic partner" or any other relative of that "employee" as a consequence of paragraph (1) above.

This exclusion **g.** applies whether the insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

h. Intellectual Property Rights

Any "claim" arising out of intellectual property rights including, but not limited to piracy, misappropriation of advertising ideas or style of doing business, or any alleged or actual infringement of patent, trade secrets, trademark, service mark, trade dress, or trade name or other intellectual property rights, privileges, or laws.

i. War

Any "claim", however caused, arising directly or indirectly out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Physical Modifications and Changes in Business Operations

The costs of complying with physical modifications to your premises or any changes to your usual business operations as mandated by the Americans With Disabilities Act including any amendments, or any similar rule, regulation or law.

k. Professional Health Care Services

Any "claim" arising out of the rendering of or failure to render professional health care

services by any insured, or by any person for whose acts or omissions any insured is legally responsible.

- (1) This exclusion **k.** shall not apply to any "claim" arising out of the education, teaching or supervision of students, or the "educators wrongful act" of a school psychologist, a school psychometrist supervised by a school psychologist, or a school counselor employed by the "Insured entity".
- (2) This exclusion **k.** shall not apply to any "claim" arising out of student intern participating in any supervised practicum, field work experience or internship program that may be legally performed by a student who holds no professional license.

l. Asbestos

Any "claim" arising out of any actual or alleged:

- (1) Inhaling, ingesting or prolonged physical exposure by any person to asbestos or asbestos fibers or goods or products containing asbestos; or
- (2) Use of asbestos in constructing or manufacturing any good, product or structure; or
- (3) Intentional or accidental removal including encapsulation, dispersal, sealing or disposal of asbestos or asbestos fibers from any good, product or structure; or
- (4) Manufacture, transportation, storage or disposal of asbestos or goods or products containing asbestos; or
- (5) Product manufactured, sold, handled or distributed by or on behalf of the insured which contains asbestos; or
- (6) Acts or omissions of the insured in connection with the general supervision of any job involving the removal, enclosure, encapsulation, dispersal, sealing, or disposal of asbestos, asbestos fibers or products containing asbestos. General supervision includes the rendering of or failure to render any instructions, recommendations, warnings, or advice.

m. Lead

Any "claim" arising out of any actual or alleged lead poisoning due to:

- (1) Inhaling, ingesting or prolonged physical exposure by any person to any premises, structure, goods or products containing lead; or

- (2) The use of lead in constructing or manufacturing any good, product or structure; or
- (3) Intentional or accidental removal including encapsulation, dispersal, sealing or disposal of any good, product or structure containing lead; or
- (4) The manufacturing, transportation, storage or disposal of goods or products containing lead; or
- (5) Any product manufactured, sold, handled or distributed by or on behalf of the insured which contains lead; or
- (6) Acts or omissions of the insured in connection with the general supervision of any job involving the removal, enclosure, encapsulation, dispersal, sealing, or disposal of products or materials containing lead. General supervision includes the rendering of or failure to render any instructions, recommendations, warnings, or advice.

n. Pollution

Any "claim" which would not have occurred in whole or in part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time; or "pollution cost or expense".

"Pollutants" means any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned, or reclaimed. "Pollution cost or expense" means any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
- (2) "Claim" or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring cleaning up, removing, containing, treating, detoxifying or neutralizing or in any way responding to, or assessing the effects of, "pollutants".

o. Fungi or Bacteria

Any "claim" arising out of:

- (1) The actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents,

regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage; or

- (2) Any "loss", cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

For purposes of this exclusion, "fungi" means any type of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

p. Nuclear Energy Liability

(1) This Coverage Part does not apply:

- (a) To any "claim" seeking "loss" or damages:

- (i) With respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

- (ii) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

- (b) To any "loss" or damage resulting from "hazardous properties" of "nuclear material", if:

- (i) The "nuclear material" is at any "nuclear facility" owned by, or operated by or on behalf of, an insured or has been discharged or dispersed there from;
- (ii) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an insured; or
- (iii) The "loss" or damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America (its territories or possessions), Puerto Rico or Canada, this exclusion applies only to "property damage" to such "nuclear facility" and any property thereat.

(2) As used in this exclusion:

"Hazardous properties" includes radioactive, toxic, or explosive properties; "Nuclear material" means "source material", "Special nuclear material" or "by-product material"; "Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof; "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor"; "Waste" means any waste material containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for separating the isotopes of uranium or plutonium, processing or utilizing "spent fuel", or handling, processing or packaging "waste";

- (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste"; and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material; Damages include all forms of radioactive contamination of property.

q. Employment Related Practices

Any "claim" seeking damages to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, "domestic partner", child, parent, brother or sister of that person as a consequence of damages to that person at whom any of the employment-related practices described in paragraph (1) above is directed.

This exclusion applies:

- (3) Whether the injury-causing event described in paragraph (1) above occurs before employment, during employment or after employment of that person;
- (4) Whether you may be liable as an employer or in any other capacity; and
- (5) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

r. Prior Notice

Any "claim" based upon, arising out of or in any way related to any "claim", "educators wrongful act", "wrongful act", investigation, proceeding, act, event, transaction, decision, fact, circumstance or situation which has been the subject of any notice accepted under any similar policy of which this policy is a direct or indirect renewal or replacement.

s. Prior & Pending Proceedings

Any "claim" based upon, arising out of or in any way related to any litigation, administrative or arbitration proceeding, or written demand pending against any Insured, or any order, decree or judgment entered prior to or on the Inception Date set forth in the Declarations.

t. Law Enforcement

Any "claim" based upon, arising from, or in any way related to the provision of security or police services.

u. Eminent Domain, Inverse Condemnation, Adverse Possession

Any "claim" arising out of eminent domain, inverse condemnation, or condemnation proceedings, adverse possession or dedication by adverse use, or by whatever name called, whether such liability accrues directly against any insured or by virtue of any agreement entered into by or on behalf of any insured.

v. Tax Assessment

Any "claim" arising out of:

1. Any tax assessment or adjustments;
2. The collection, refund, disbursement or application of any taxes;
3. Failure to anticipate tax revenue shortfalls; or
4. Guarantee on bond issues.

w. Insurance

Any "claim" arising out of the failure to purchase proper insurance or maintain adequate limits of insurance.

x. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Any "claim" that arises out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in paragraph (1) or (2) above.

This exclusion x. does not apply to a "claim" that arises out of a violation of the Family Education Rights and Privacy Act (FERPA) or the Buckley Amendment.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

7. Supplementary Payments

We will pay, with respect to any "claim" we investigate or settle, or defend:

- a. All expenses we incur, including "defense expenses";
- b. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer;
- c. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Insurance; and
- d. Reasonable legal fees and expenses charged by a lawyer, approved by us, that you incur in the investigation and defense of a "claim" alleging breach of contract arising out of a "wrongful act". This payment is limited to \$300,000 per breach of contract "claim" under **SECTION I – COVERAGES, 1. Insuring Agreements, b. Coverage B – Directors and Officers Liability** and is subject to the "loss" and "defense expenses" deductible, if any.

These payments will not reduce the limits of insurance.

SECTION II – WHO IS AN INSURED

Each of the following is an insured to the extent set forth below:

1. The "educational institution" named in the Declarations, its School Board, School Committee, Board of Trustees, Board of Governors or similar governing body and, for acts within the scope of their duties as such, all persons who were, now are, or shall be, its:

- a. Elected or appointed members of the Board of Education, Board of Trustees, School Directors, School Committee, Board of Governors, or similar governing body;
- b. "Employees";
- c. "Executives";
- d. Student Teachers teaching at your Educational Institution as part of their educational requirements;
- e. "School Volunteers";
- f. Your students while serving in a supervised internship program sponsored by the "educational institution";
- g. Parent-teacher organizations or associations, but only if under the direct supervision of the "educational institution" and only while performing services authorized by the "educational institution";
- h. "Insured Entity";
- i. "Insured Individual"; and

The spouse or "domestic partner" of an insured under paragraph 1. above, but solely with respect to such person's status as a spouse or "domestic partner" and not for any "educators wrongful acts" or "wrongful acts" actually or allegedly committed by the spouse or "domestic partner";

The persons or organizations described under paragraph 1. above whether past, present or future, are insureds but only while acting within the scope of their duties for, or for activities sponsored by the "educational institution".

- 2. With respect to the liability of insureds described under paragraph 1. above, the heirs, administrators, assigns, and legal representatives of each insured in the event of death, incapacity, or bankruptcy.
- 3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. **Coverage A – Educators Liability** does not apply to an "educators wrongful act" that

occurred before you acquired or formed the organization; and

- c. **Coverage B – Directors and Officers Liability** does not apply to a "wrongful act" committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE AND DEDUCTIBLE

1. Limits of Insurance

- a. The Limits of Insurance shown in the Declarations are the most we will pay regardless of the number of:
 - (1) Insureds;
 - (2) "Claims" made; or
 - (3) Persons or organizations making "claims".
- b. The School and Educators Legal Liability Aggregate Limit is the most we will pay for all "loss" arising out of all "claims" alleging "educators wrongful acts" under **SECTION I – COVERAGES, 1. Insuring Agreements, a. Coverage A – Educators Liability** and "wrongful acts" under **SECTION I – COVERAGES, 1. Insuring Agreements, b. Coverage B – Directors and Officers Liability** to which this insurance applies.
- c. Subject to paragraph b. above, the Each "claim" Limit is the most we will pay for "loss" arising out of any one "claim" alleging "educators wrongful acts" and "wrongful acts" to which this insurance applies and shall be subject to the Each "Claim" Deductible.
- d. Two or more "claims" arising out of a single "educators wrongful act", "wrongful act" or a series of "educators wrongful acts" or "wrongful acts" related in any way to each other shall be considered one "claim".
- e. The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the "policy period" shown in the Declarations, unless the "policy period" is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

2. Deductible

- a. If selected, the "loss" only deductible amount shown in the Declarations applies to each

“educators wrongful act” or “wrongful act” arising out of all “claims” alleging the same “educators wrongful acts” or “wrongful acts” to which this insurance applies.

- b. If selected, the “loss” and “defense expenses” deductible amount shown in the Declaration applies to each “educators wrongful act” or “wrongful act” and to both “loss” and “defense expenses” arising out of all “claims” alleging the same “educators wrongful acts” or “wrongful acts” to which this insurance applies.
- c. For each “claim”, we will only pay those sums that are in excess of the deductible amount designated as the Deductible – Each “Claim”.
However, we may pay any part or all of the Deductible – Each “Claim” to effect settlement of any “claim” and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible that has been paid by us.
- d. The terms of this Coverage Part including those with respect to our right and duty to defend any “claim” and your duties in the event of a “claim” apply irrespective of the application of the deductible.

SECTION IV – SCHOOL AND EDUCATORS LEGAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties in the Event of Educators Wrongful Act, Wrongful Act, Claim, or Suit

- a. You must see to it that we are notified as soon as practicable of any “educators wrongful act” or “wrongful act” which may result in a “claim”. Notice should include:
 - (1) How, when, and where the “educators wrongful act” or “wrongful act” took place;
 - (2) The names and addresses of persons involved in the “educators wrongful act” or “wrongful act” and witnesses; and
 - (3) The nature of the harm resulting from the “educators wrongful act” or “wrongful act”.
- b. If a “claim” is received by an insured, you must:
 - (1) Immediately record the specifics of the “claim” and the date received;
 - (2) Notify us as soon as practicable; and
 - (3) Forward written notice of the “claim” to us as soon as practicable.
- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses, or legal papers received in connection with the “claim” or “suit”;
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the “claim” or defense against the “suit”; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization, which may be liable to an insured because of “loss” to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a “suit” asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

Any disputes between the insured and us as to whether there is coverage under this policy must be filed in the courts of the United States of America (including its territories and possessions), Puerto Rico or Canada.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable Limit of Insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

4. Other Insurance

If other insurance is available to the insured for a “loss” we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in paragraph **c.** below.

b. Excess Insurance

- (1) This insurance is excess over any other insurance, whether primary, excess, contingent, or on any other basis available to the insured for any "educators wrongful act" or "wrongful act" which took place prior to the "policy period".
- (2) This insurance is excess over any other insurance, whether primary, excess, contingent, or on any other basis available to any insured who is insured under this Coverage Part.
- (3) When this insurance is excess, we will have the right but not the duty to defend the insured against any "claim".
- (4) When this insurance is excess over other insurance, we will pay only our share of the amount of "loss", if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the "loss" in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.

Other insurance includes, but is not limited to, policies or insurance programs purchased or established by or on behalf of an insured to insure against liability arising from activities of the insured and its "employees" and "executives", including law enforcement personnel, whether primary, excess, contingent, or on any other basis. The person seeking coverage shall cooperate with us to determine the existence, availability and coverage of any such other insurance policy, insurance program or defense or indemnification arrangement.

Other insurance does not include any umbrella policy issued by us or any coverage specifically issued by us as excess over this coverage part. Nothing in this provision shall be construed to require any such umbrella or excess coverage issued by us to apply unless and until all other valid and collectible insurance is exhausted.

c. Method of Sharing

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

If any of the other insurance does not permit contribution by equal shares, we will contribute

by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

6. Two or More Coverage Parts, Coverage Forms, Endorsements or Policies Issued By Us

It is our stated intent that the various coverage parts, coverage forms, endorsements or policies issued to you by us, or any company affiliated with us do not provide any duplication or overlap of coverage for the same "claim" or "suit". If this policy and any other coverage part or policy issued to you by us, or any company affiliated with us, apply to the same "educators wrongful act" or "wrongful act"; then the maximum Limit of Insurance under all such coverage parts or policies combined shall not exceed the highest applicable Limit of Insurance under any one coverage part or policy.

This condition does not apply to any Excess or Umbrella Policy issued by us specifically to apply as excess insurance over this coverage part.

7. Transfer of Rights of Recovery against Others to Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after "loss" to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

8. Cancellation and Nonrenewal

If we decide not to renew or cancel your policy, the provisions outlined in the Commercial General Liability Coverage Form of the policy for such action shall apply and will automatically include the nonrenewal or cancellation of this coverage form. You agree that no further notice regarding termination of this coverage form will be required.

9. Your Right to Claim, Educators Wrongful Act and Wrongful Act Information

We will provide the first Named Insured shown in the Declarations the following information relating to this and any preceding School and Educators Legal Liability Claims-Made Coverage Part we

have issued to you during the previous three years:

- a. A list or other record of each "educators wrongful act" or "wrongful act" not previously reported to any other insurer, of which we were notified in accordance with **SECTION IV – SCHOOL AND EDUCATORS LEGAL LIABILITY CONDITIONS, 2. Duties in the Event of Educators Wrongful Act, Wrongful Act, Claim, or Suit.** We will include the date and brief description of the "educators wrongful act" or "wrongful act" if that information was in the notice we received.
- b. A summary by policy year, of payments made and amounts reserved, stated separately under the applicable Aggregate for Each Annual Policy Year limit. Amounts reserved are based on our judgment. They are subject to change and should not be regarded as ultimate settlement values. You must not disclose this information to any claimant or claimant's representative without our consent.

If we cancel or elect not to renew this Coverage Part, we will provide such information no later than 30 days before the date of policy termination. In other circumstances, we will provide this information only if we receive a written request from the first Named Insured. In this case, we will provide this information within 45 days of receipt of the request.

We compile "claim", "educators wrongful acts" and "wrongful acts" information for our own business purposes and exercise reasonable care in doing so. In providing this information to the first Named Insured, we make no representations or warranties to insureds, insurers, or others to whom this information is furnished by or on behalf of any insured. Cancellation or nonrenewal will be effective even if we inadvertently provide inaccurate or incomplete information.

10. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom "claim" is made or "suit" is brought.

SECTION V – EXTENDED REPORTING PERIODS

1. We will provide one or more Extended Reporting Periods, as described below, if:
 - a. This Coverage Part is canceled or not renewed; or

- b. We renew or replace this Coverage Part with insurance that:
 - (1) Has a Retroactive Date later than the date shown in the Declarations of this Coverage Part; or
 - (2) Does not apply to "loss" arising out of "educators wrongful acts" or "wrongful acts" on a claims-made basis.

2. Extended Reporting Periods do not extend the "policy period" or change the scope of the coverage provided. They apply only to "claims" arising out of "educators wrongful acts" or "wrongful acts" committed prior to the end of the "policy period", but not before the Retroactive Date, if any, shown in the Schedule or Declarations. Once in effect, Extended Reporting Periods may not be canceled.
3. If we cancel or do not renew for any reason other than nonpayment of premium, an Automatic Extended Reporting Period will be provided without an additional premium. This period starts with the end of the "policy period" and lasts for 60 days with respect to "claims" arising out of "educators wrongful acts" or "wrongful acts" committed prior to the end of the "policy period", but not before the Retroactive Date, if any, shown in the Schedule or Declarations and not previously reported to us.
 - a. This Automatic Extended Reporting Period does not apply to "claims" that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to "claims".
 - b. The Automatic Extended Reporting Period does not reinstate or increase the School and Educators Legal Liability Limits of Insurance.
4. If this Coverage Part is cancelled or not renewed, you shall have the right, upon payment of an additional premium, to an Optional Extended Reporting Period. This period starts with the end of the "policy period" with respect to "claims" arising out of "educators wrongful acts" or "wrongful acts" committed prior to the end of the "policy period", but not before the Retroactive Date, if any, shown in the Schedule or Declarations and not previously reported to us.
 - a. This Optional Extended Reporting Period does not apply to "claims" that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to "claims".
 - b. The Optional Extended Reporting Period does not reinstate or increase the School and Educators Legal Liability Limits of Insurance.

- c. You must give us a written request for the Optional Extended Reporting Period endorsement within 60 days following the date of cancellation or nonrenewal. The Optional Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due. If the cancellation or nonrenewal is for nonpayment of premium, this Optional Extended Reporting Period will not be provided unless any earned premium due is paid within 60 days after the effective date of such cancellation or expiration.
- d. The available Optional Extended Reporting Periods and associated additional premiums are displayed in the table below.

Optional Reporting Period	Percent of Annual Premium
One Year	100%
Two Years	150%
Three Years	200%

- 5. In the event similar insurance is in force covering "claims" first made during the Extended Reporting Period, coverage provided by this Coverage Part shall be excess over any part of any other insurance available to the insured, whether primary, excess, and contingent or on any other basis, whose "policy period" begins or continues after our "policy period" ends.

SECTION VI – DEFINITIONS

- 1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an "advertisement".
- 2. "Bodily injury" means bodily injury, sickness, or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".
- 3. "Civil rights claim" means a "claim" by a past, current or accepted student, or applicant for admission, seeking "loss" for discrimination resulting in a violation of Title IX of the Education Amendments of 1972 or similar federal or state

laws, or for other education-related due process granted under federal or state laws.

- 4. "Claim" means:
 - a. A written demand for monetary damages; or
 - b. A "suit" against an insured for an "educators wrongful act" or "wrongful act" to which this insurance applies.
- 5. "Coverage territory" means anywhere in the world with the exception of any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America.
Notwithstanding the definition of "coverage territory" this insurance does not apply to any "educators wrongful act" or "wrongful act" occurring in a country or jurisdiction subject to OFAC sanctions.

- 6. "Defense Expenses" means payments allocated to a specific "claim" for investigation or defense including:
 - a. Any reasonable and necessary legal fees and expenses, including attorney fees and expert fees, incurred in the defense and appeal of a "claim";
 - b. Reasonable and necessary fees of attorneys the insured retains when by mutual agreement or court order the insured is given the right to retain defense counsel to defend a "claim";
 - c. The cost of appeal bonds or bonds to release attachments in any "claims" we are defending, but only for bond amounts within the applicable Limit of Insurance. We do not have to furnish these bonds;
 - d. Costs taxed against the insured in the "claim"; however, these payments do not include attorney's fees or attorney's expenses taxed against the insured; and
 - e. Up to \$500 per day per insured individual for reasonable expenses incurred for attendance at hearings, trials or depositions at our request or with our consent by such insured individual. Such payment shall not exceed \$5,000 in the aggregate for all insured individuals in each "claim".

"Defense expenses" does not include:

- f. Salaries, wages, fees, overhead or benefit expenses associated with any insured except as specified in paragraph e. above;
- g. Salaries and expenses of our employees, including our employed attorneys, salaries and expense of the insured's "employees" (other than those described in paragraph e. above); or

- h. Any damages, including punitive damages, exemplary damages, multiplied damages, fines or penalties.
 - i. Any amounts incurred in defense of a "claim" for which any other insurer has a duty to defend, regardless of whether or not such other insurer undertakes that duty.
 - j. Claimant's attorney's fees.
7. "Domestic Partner" means any natural person qualifying as a domestic partner under the provisions of any applicable federal, state or local law or under the provisions of any formal program established by a Named Insured.
8. "Educational Institution" means the school or other educational institution named in the Declarations of this Coverage Part as legally constituted at the beginning of the "policy period".
9. "Educators Wrongful act" means any actual or alleged negligent act, error or omission, misstatement or misleading statement committed by any insured:
- a. In the lawful discharge of the duties that are characteristic of, distinctive or inherent to, the operation and functioning of an educational institution, including but not limited to:
 - (1) classroom or other educational instruction;
 - (2) career and academic guidance;
 - (3) compliance with Family Education Rights and Privacy Act (FERPA) or the Buckley Amendment;
 - (4) grading and class content;
 - (5) admittance procedures or academic placement;
 - (6) expulsion or discipline procedures;
 - (7) student enrollment;
 - (8) provision of equal access to education under state and federal laws;
 - (9) participation in any school program, education program or extracurricular activities; or
 - (10) discrimination resulting in a violation of Title IX of the Education Amendments of 1972 or similar federal or state laws; and
 - b. While acting within the course and scope of his or her duties for the Named Insured.
- Any series of "educators wrongful acts" that are connected by reason of a common claimant, transaction, policy, action, omission or decision are a single "educators wrongful act".
10. "Employee" includes a "leased worker".
"Employee" does not include a "temporary worker" but does include substitute teachers.

"Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

"Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

11. "Executive" means any natural person who is or shall become:
- a. A duly-elected or appointed director, officer, manager, in-house counsel or trustee of the "insured entity";
 - b. A duly elected or appointed manager or member of a Board of Managers of a limited liability company, boards, committees or other units operated under the "insured entity's" charter or with the "insured entity's" approval; or
 - c. Any person holding an equivalent position to those described in a. and b. above in any "insured entity".
12. "Insured entity" means the Named Insured.
13. "Insured individual" means any past, present or future "executive" or "employee", intern or volunteer of the "insured entity" while acting solely within his or her capacity as such on behalf of the "insured entity".
14. "Loss" means a compensatory monetary award, settlement or judgment that the Insured is legally obligated to pay, including costs and attorney's fees awarded pursuant to a judgment.
However, "Loss" does not include:
- a. Any sum awarded for punitive damages, exemplary damages, multiplied damages, taxes, fines or penalties imposed by law;
 - b. The cost of compliance with injunctive or other non-monetary relief;
 - c. The value of tuition and fees paid to you, including fees for room, board, laboratories, and other similar fees;
 - d. The value of scholarships granted by you or from other sources.
 - e. Any amounts offered by any insured as severance, part of a severance package, or otherwise, without our prior written consent, whether or not a "claim" had been made, or any "claim or potential "claim" had been reported to us, prior to any such offer;
 - f. Claimant's attorney's fees with respect to a "claim" or "suit" for non-monetary relief.

15. "Outside capacity" means service by an Insured as a director, officer, trustee, regent, governor or equivalent executive of an "Outside Organization" at the written request of the "Insured entity".
16. "Outside organization" means any:
- Nonprofit organization described in section 501(c)3 of the Internal Revenue Code of 1986 (as amended);
 - Other entity organized for a religious or charitable, educational purpose under any nonprofit organization act or statute.
17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- False arrest, detention or imprisonment;
 - Malicious prosecution;
 - Wrongful entry, eavesdropping, eviction, trespass or other invasion of the right of private occupancy;
 - Defamation, libel, slander, product disparagement, trade libel, infliction of emotional distress, outrage, outrageous conduct, or other tort related to disparagement or harm to the reputation or character of any person or organization;
 - The use of another's advertising idea in your "advertisement"; or
 - Infringing upon another's copyright, trade dress or slogan in your "advertisement"; or
 - Invasion, intrusion or interference with the right of privacy or publicity, including false light, public disclosure of private information, or commercial appropriation of name or likeness.
18. "Policy period" means the period beginning with the Inception Date shown in the Declarations and ending with the earlier of:
- The date of cancellation of this policy; or
 - The expiration date shown in the Declarations.
19. "Property damage" means:
- Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the occurrence that caused it.
- For the purposes of this insurance, electronic data is not tangible property.
- As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from, computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
20. "School volunteer" means a person who is not your "employee" and who donates his or her works and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
21. "Suit" means a civil proceeding in which "loss" because of an "educators wrongful act" or "wrongful act" to which this insurance applies is alleged. "Suit" includes:
- An arbitration proceeding in which such "loss" is claimed and to which the insured must submit or does submit with our consent; or
 - A formal administrative or regulatory proceeding established under federal, state or local laws and commenced by the filing of a notice of charges, formal investigative order or similar document; or
 - Any other alternative dispute resolution proceeding in which such "loss" is claimed and to which the insured submits with our consent.
22. "Wrongful act" means any actual or alleged act, error, omission, misstatement, misleading statement, neglect, or breach of duty by an insured while acting in the scope of their duties for the Named Insured, or by an insured acting in an "Outside Capacity", or any matter claimed against the insured solely by reason of their serving as a director or officer for the Named Insured.
- Any series of "wrongful acts" that are connected by reason of a common claimant, transaction, policy, action, omission or decision are a single "wrongful act".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**RETROACTIVE DATE FOR SCHOOL AND EDUCATORS LEGAL LIABILITY
COVERAGE PART (SPLIT RETRO)**

This endorsement modifies insurance provided under the following:

SCHOOL AND EDUCATORS LEGAL LIABILITY COVERAGE PART

SCHEDULE

Entity	Coverage	Retroactive Date
	Coverage A – Educators Liability	08/21/2014
	Coverage B – Directors and Officers Liability	08/21/2014

(If the Retroactive Date shown in the Schedule above is blank, the inception date shown in the policy Declarations shall apply.)

If an entity and corresponding Coverage appear in the **SCHEDULE** above, then for such entity and corresponding Coverage, the Retroactive Date shown in Item **3.** on the Declarations is replaced with the corresponding Retroactive Date shown in the **SCHEDULE** above. For such entity, we will have no obligation to pay “loss” or claim expenses because of a “claim” or “suit” arising out of a “wrongful act” that occurred prior to the Retroactive Date in the **SCHEDULE** above.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

Appendix 9 - Up-to-date Insurance Certificates :: Umbrella

Commercial Umbrella Policy

Thank you for choosing
The Hanover
for your Business
Insurance needs.

Insured Copy

The
Hanover
Insurance Group®

IMPORTANT NOTICE TO POLICYHOLDERS

Summary of Form Changes

THIS NOTICE CONTAINS IMPORTANT SUMMARY INFORMATION ABOUT CHANGE IN COVERAGE. PLEASE READ IT CAREFULLY.

THIS NOTICE DOES NOT PROVIDE ANY COVERAGE AND DOES NOT REPLACE ANY PROVISIONS IN YOUR POLICY. READ YOUR POLICY AND REVIEW YOUR DECLARATIONS PAGE FOR COMPLETE INFORMATION ON THE COVERAGES YOU ARE PROVIDED. IF THERE IS ANY CONFLICT BETWEEN THE POLICY AND THIS NOTICE, THE PROVISIONS OF THE POLICY SHALL PREVAIL.

The Hanover Insurance Group, in an effort to further address the needs of our policyholders, has modified the School and Educators Legal Liability Coverage Part, some of its endorsements, and created a few policy endorsements. Some new policy forms and endorsements are designed to clarify coverage intent as well as provide additional streamlined products.

Your expiring School and Educators Legal Liability policy has been **replaced** in its entirety with the new **School and Educators Legal Liability Coverage Part**. In addition, some of the endorsements which modify the new School and Educators Legal Liability Coverage Part have been updated and a new endorsement has been created. The following is a summary of major changes which will apply to your policy at renewal. This notice does **not** reference every editorial change made in your policy. If you have any questions or concerns, please contact your agent.

The material is organized by coverage form and endorsements; however, not all coverages, coverage forms or endorsements are included on a particular policy. Please read your policy language carefully for the coverage you are afforded.

421-0353 06 22 SCHOOL AND EDUCATORS LEGAL LIABILITY COVERAGE PART

Changes That May Reduce Coverage:

- **SECTION I – COVERAGES**, paragraph 4. **Exclusions Applicable to Coverage A – Educators Liability, a. “Bodily Injury”, “Personal and Advertising Injury”, or “Property Damage”** has been amended to remove the exception for any “civil rights claim”.
- **SECTION I – COVERAGES**, paragraph 4. **Exclusions Applicable to Coverage A – Educators Liability, c. Abuse and Molestation** has been amended to remove a the exception for any “civil rights claim”.
- **SECTION I – COVERAGES**, paragraph 6., **Exclusion h. Intellectual Property Rights** has been broadened to exclude intellectual property rights including, but not limited to trademark, service mark, trade dress, or trade name or other intellectual property rights, privileges, or laws.
- **SECTION VI – DEFINITIONS**, paragraph 15. definition of “loss” has been amended to exclude severance packages or similar and attorney’s fees with respect to non-monetary relief “claims” or “suits”.
- Please be advised that if form **421-0353, SCHOOL AND EDUCATORS LEGAL LIABILITY COVERAGE PART**, is attached to your policy, the basis of Deductible for each “claim” is changing to Loss and Defense Expenses from Loss Only.

Beyond the base form, we revised the existing endorsements below to clarify coverage. One or more of these endorsements may be attached to your policy.

Other Changes:

- In the State of Texas, 421-1780 Texas Changes applies to 421-0353 School and Educators Legal Liability Coverage Part.
- In the State of Vermont, 421-1916 Vermont Changes applies to 421-0353 School and Educators Legal Liability Coverage Part.

- 421-0360 Non-Monetary Relief Defense Coverage for School and Educators Legal Liability Coverage
- 421-1704 Non-Monetary Relief Worldwide Defense Coverage for School and Educators Legal Liability Coverage
- 421-0348 Non-Monetary Relief Defense Coverage for Law Enforcement Legal Liability
- 421-1713 Non-Monetary Relief Worldwide Defense Coverage for Law Enforcement Legal Liability
- In the State of Illinois,
 - 421-1777 Illinois Non-monetary Relief Worldwide Defense Coverage for School and Educators Legal Liability applies instead of 421-0360 Non-Monetary Relief Worldwide Defense Coverage for School and Educators Legal Liability Coverage.
 - 421-1773 Illinois Non-monetary Relief Worldwide Defense Coverage for Law Enforcement Professional Legal Liability applies instead of 421-1704 Non-monetary Relief Worldwide Defense Coverage for Law Enforcement Professional Legal Liability Coverage.
- In the State of Louisiana,
 - 421-2097 Louisiana Non-monetary Relief Worldwide Defense Coverage for Law Enforcement Professional Legal Liability applies instead of 421-1704 Non-monetary Relief Worldwide Defense Coverage for Law Enforcement Professional Legal Liability Coverage.
 - 421-2101 Louisiana Non-Monetary Relief Defense Coverage for Law Enforcement Professional Legal Liability applies instead of 421-0348 Non-Monetary Relief Defense Coverage for Law Enforcement Legal Liability
 - 421-2098 Louisiana Non-Monetary Relief Worldwide Defense Coverage for School and Educators Legal Liability applies instead of 421-0360 Non-Monetary Relief Worldwide Defense Coverage for School and Educators Legal Liability Coverage.
 - 421-2100 Louisiana Non-Monetary Relief Defense Coverage for School and Educators Legal Liability Coverage applies instead of 421-0360 Non-Monetary Relief Defense Coverage for School and Educators Legal Liability Coverage
- In the State of New York,
 - 421-1855 New York Non-monetary Relief Worldwide Defense Coverage for Law Enforcement Professional Legal Liability applies instead of 421-1704 Non-monetary Relief Worldwide Defense Coverage for Law Enforcement Professional Legal Liability Coverage.
 - 421-0718 New York Non-Monetary Relief Defense Coverage for Law Enforcement Professional Legal Liability applies instead of 421-0348 Non-Monetary Relief Defense Coverage for Law Enforcement Legal Liability
 - 421-1856 New York Non-Monetary Relief Worldwide Defense Coverage for School and Educators Legal Liability applies instead of 421-0360 Non-Monetary Relief Worldwide Defense Coverage for School and Educators Legal Liability Coverage.
 - 421-0719 New York Non-Monetary Relief Defense Coverage for School and Educators Legal Liability Coverage applies instead of 421-0360 Non-Monetary Relief Defense Coverage for School and Educators Legal Liability Coverage

Beyond the base form, we created the endorsement below. This endorsement may be attached to your policy.

Other Changes:

- 421-5088 Retroactive Date for School and Educators Legal Liability Coverage Form (Split Retro)

Changes that may affect the Commercial Follow Form Excess and Umbrella Liability Policy are below. The endorsement may be attached to your policy.

Changes That May Reduce Coverage

- 475-0619 Exclusion – Law Enforcement Professional Liability (Coverage A and Coverage B)
 - Please be advised that if form **475-0289, EXCLUSION – LAW ENFORCEMENT PROFESSIONAL LIABILITY (COVERAGE A)**, is attached to your policy, at renewal it will be replaced by form **475-0619, EXCLUSION – LAW ENFORCEMENT PROFESSIONAL LIABILITY (COVERAGE A & COVERAGE B)**.
- 475-0620 Exclusion – Law Enforcement Professional Liability (Coverage B)

Changes That Clarify Coverage

- 475-0618 Underlying Claims-made Coverage
- 475-0624 Claims-made Coverage Retroactive Date



RENEWAL OF POLICY UHQ H016174 02

COMMERCIAL FOLLOW FORM EXCESS AND UMBRELLA POLICY

THESE DECLARATIONS, TOGETHER WITH THE COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE BELOW NUMBERED POLICY.

POLICY NUMBER: UHQ H016174 03
COMPANY: Hanover Insurance Company

DECLARATIONS

Item 1. Named Insured and Address
(No., Street, Town, County, State)

Agent

ACADEMIA ANTONIA ALONSO INC 4403 LANCASTER PIKE BARLEY MILL PLAZA - BLDG #26 WILMINGTON DE 19805	5103209 ARTHUR C HALL, INC ARTHUR HALL INSURANCE PO BOX 512 WEST CHESTER PA 19381
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Item 2. Policy Period: (Month, Day, Year)

From 08/20/2022 To 08/20/2023
12:01 A. M., standard time at the address of the Named Insured as stated herein.

Form of Business:

- Individual
 Partnership
 Corporation
 Limited Liability Company
 Organization (Other than Partnership, Joint Venture or Limited Liability Company)

Business Description: School

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY. THIS PREMIUM MAY BE SUBJECT TO AUDIT.

Item 3. Limit of Insurance

Each Occurrence or Each Claim Limit:	\$4,000,000
Products – Completed Operations Aggregate Limit:	\$4,000,000
General Aggregate Limit	\$4,000,000
Retained Limit:	\$0

Item 4. Premium Computation:

Estimated Annual Premium	\$11,681.00
Premium Surcharges	\$
(Premium Surcharges NOT APPLICABLE in New York)	
Annual Minimum Premium	\$11,681.00
Advance Premium	\$11,681.00

Endorsements:

See next page



- PREPAID - the total annual premium is due at inception.
- HANOCASH - the annual premium is payable according to the term of the Hanocash endorsement attached.
- ACCOUNT BILL DIRECT BILL Annual Semi-Annual Other

Audit period: Non Auditable Unless indicated by Annual Semi-Annual Other

If you cancel this policy, we shall receive and retain not less than NIL as a policy minimum premium.

Forms Applicable To This Policy:

*Asterisk denotes new or changed form

<u>Form Number</u>	<u>Form Edition</u>	<u>Description</u>
401-1337	02/16	Trade Or Economic Sanctions Endorsement
401-1374	12/20	Disclosure Pursuant To Terrorism Risk Insurance Act
401-1377	06/20	Company Address Listing
* 401-1402	06/22	Important Notice To Policyholders Summary Of Form Changes
475-0001	01/18	Hanover Commercial Follow Form Excess And Umbrella Policy
475-0012	12/14	Exclusion - Communicable Diseases (Coverage A and B)
475-0027	12/14	Exclusion - Total Pollution (Coverage A)
475-0057	12/14	Exclusion - Lead (Coverage A and B)
475-0058	09/20	Other Coverage Endorsement (Coverage A and B)
475-0066	01/15	Cap on Losses From Certified Acts of Terrorism
475-0070	01/15	Exclusion of Punitive Damages Related To A Certified Act Of Terrorism
475-0084	12/14	Exclusion - Silica (Coverage A and B)
475-0142	12/14	Delaware Changes
475-0216	12/14	Exclusion - Discrimination (Coverage B)
475-0238	12/14	Exclusion - Abuse and Molestation (Coverage B)
475-0245	12/14	Exclusion - Eminent Domain, Inverse Condemnation, Adverse Possession (Coverage B)
475-0246	12/14	Exclusion - Tax Assessment (Coverage B)
475-0257	12/14	Exclusion - Corporal Punishment (Coverage B)
* 475-0261	12/14	Exclusion - Communicable Diseases (Coverage B)
475-0298	12/14	Exclusion - Innocent Party Defense (Coverage A and B)
475-0317	12/14	Exclusion - Fungi or Bacteria with Food and Pool Exceptions (Coverage A and B)
475-0351	12/14	Exclusion - Employee Benefits Liability (Coverage B)
475-0352	12/14	Hanover Follow Form Excess and Umbrella Claims Made Coverage
475-0375	12/14	Exclusion - Limited Trampoline or Rebounding Device Coverage A and B

Forms Applicable To This Policy:

*Asterisk denotes new or changed form

<u>Form Number</u>	<u>Form Edition</u>	<u>Description</u>
475-0517	06/17	Employment Related Practices Limitation (Coverage B)
* 475-0582	04/18	Neurodegenerative Injury Conditions
475-0613	11/20	Underlying Insurance Defined (Coverage A and B)
475-0616	12/20	Important Notice To Policyholders
* 475-0618	06/22	Underlying Claims-Made Coverage
SIG 11 00	11/17	Signature Page



SCHEDULE OF UNDERLYING POLICIES

Insured: ACADEMIA ANTONIA ALONSO INC
Effective on and after 08/20/2022 12:01 A.M. Standard Time
This Schedule is part of Policy Number: UHQ H016174 03

CARRIER, POLICY NUMBER & PERIOD	TYPE OF POLICY	APPLICABLE LIMITS OR AMOUNT OF INSURANCE	
(a) Carrier: HANOVER INSURANCE COMPANY Policy Number: ZHQ H016173 03 Policy Period: 08/20/2022 TO 08/20/2023	Commercial General Liability <input type="checkbox"/> Owned Autos <input type="checkbox"/> Non-owned & Hired Autos	\$1,000,000 \$1,000,000 \$1,000,000 \$2,000,000 Incl in Gen Agg	Occurrence/ Each Claim Personal Injury Advertising Injury General Aggregate Product/Completed Operations Aggregate
(b) Carrier: ALLMERICA FINANCIAL BENEFITS Policy Number: AWQ H015881 03 Policy Period: 08/20/2022 TO 08/20/2023	Comprehensive Automobile Liability including <input checked="" type="checkbox"/> Owned Autos <input checked="" type="checkbox"/> Non-Owned & Hired Autos	\$1,000,000 Bodily Injury \$ \$ Property Damage: \$	Bodily Injury and Property Damage Liability Combined: Each Accident Each Person Each Accident Each Accident
(c) Carrier: Policy Number: Policy Period:	Garage Liability <input type="checkbox"/> Dealers <input type="checkbox"/> Service	\$ \$ \$ Garage Operations \$	Bodily Injury and Property Damage Liability Combined: Each Accident Auto Only Other than Auto Only Aggregate Other than Auto Only
(d) Carrier: Excluded Policy Number: Policy Period:	Standard Workers' Compensation & Employers' Liability NEW YORK ONLY: The Umbrella Coverage for Workers' Compensation and Employers Liability is not applicable in situations where an employee is subject to the New York Workers' Compensation Law.	\$ \$ \$	Coverage B – Employers Liability Bodily Injury by Accident Each Accident Bodily Injury by Disease Each Employee Aggregate

An "X" marked in the box provided indicates these broadening or optional coverage are provided in the Underlying Insurance

(e) Carrier: Policy Number: Policy Period:	Liquor Liability	\$ \$ \$ \$	Each Common Cause Other Aggregate Other
(f) Carrier: HANOVER INSURANCE COMPANY Policy Number: ZHQ H016173 03 Policy Period: 08/20/2022 TO 08/20/2023	Professional Liability Incidental Professional Liability	\$1,000,000 \$ \$ \$2,000,000 \$	Each Occurrence Each Claim Other Aggregate Other
(f) Carrier: HANOVER INSURANCE COMPANY Policy Number: ZHQ H016173 03 Policy Period: 08/20/2022 TO 08/20/2023	Professional Liability School and Educators	\$ \$1,000,000 \$ \$2,000,000 \$	Each Occurrence Each Claim Other Aggregate Other
(f) Carrier: HANOVER INSURANCE COMPANY Policy Number: ZHQ H016173 03 Policy Period: 08/20/2022 TO 08/20/2023	Professional Liability Schools and Educators (EPLI)	\$ \$1,000,000 \$ \$1,000,000 \$	Each Occurrence Each Claim Other Aggregate Other
(g) Carrier: Policy Number: Policy Period:	Directors & Officers Liability	\$ \$ \$ \$ \$	Each Occurrence Each Claim Other Aggregate Other
(h) Carrier: Policy Number: Policy Period:	Stop Gap Liability	Bodily Injury by Accident \$ Bodily Injury by Disease \$ \$	Each Accident Each Employee Aggregate
(i) Carrier: HANOVER INSURANCE COMPANY Policy Number: ZHQ H016173 03 Policy Period: 08/20/2022 TO 08/20/2023	Abuse and Molestation Schools	\$1,000,000 \$ \$ \$2,000,000	Each Occurrence Each Claim Other Aggregate
(j) Carrier: Policy Number: Policy Period:	Foreign	\$ \$ \$ \$	Each Occurrence Each Claim Other Aggregate
(k) Carrier: HANOVER INSURANCE COMPANY Policy Number: ZHQ H016173 03 Policy Period: 08/20/2022 TO 08/20/2023	Employee Benefits Liability	\$ \$1,000,000 \$ \$1,000,000	Each Occurrence Each Claim Other Aggregate
(l) Carrier: Policy Number: Policy Period:	Other	\$ \$ \$ \$	Each Occurrence Each Claim Other Aggregate



An "X" marked in the box provided indicates these broadening or optional coverage are provided in the Underlying Insurance

Countersigned By: _____
Authorized Representative of the Company

Date: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – COMMUNICABLE DISEASE (COVERAGE B)

This endorsement modifies insurance provided under the following:

HANOVER COMMERCIAL FOLLOW FORM EXCESS AND UMBRELLA POLICY

The following is added to section **VII. EXCLUSIONS**, paragraph **3**. Applicable to **Coverage B – Umbrella Liability** only:

This insurance does not apply to:

Communicable Disease

Any liability or expense arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claim against the insured alleges negligence or other wrongdoing in the:

- (1) Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- (2) Testing for a communicable disease;
- (3) Failure to prevent the spread of a communicable disease; or
- (4) Failure to report the communicable disease to authorities.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEURODEGENERATIVE INJURY CONDITIONS

This endorsement modifies insurance provided under the following:

HANOVER COMMERCIAL FOLLOW FORM EXCESS AND UMBRELLA LIABILITY POLICY

A. The following are added to section VIII. CONDITIONS:

Concussion Awareness Program Conditions

As a condition of coverage for any concussion or sub-concussive injury sustained by a "participant", the Named Insured shall:

- a. Maintain a "Reasonable System" for the implementation of a formal "concussion awareness program" for all "participants". Such program must comply with state and federal laws, if applicable;
- b. Distribute written "concussion awareness program" materials to all "participants" and "participants'" legal guardian(s) (if under eighteen (18) years of age); and
- c. Maintain the "concussion awareness program" materials including all records and communication sent to "participants" or "participants'" guardians.

Unintentional error on the Named Insured's part related to training materials included as part of the "concussion awareness program" will not jeopardize coverage in the event of an "occurrence" related to a concussion or sub-concussive injury to a "participant". However, the failure to maintain a "Reasonable System" shall be grounds for denial of coverage for any actual or alleged concussion or sub-concussive injury to any "participant".

Duties in The Event of "Occurrence", Claim or Suit Involving Concussion or Sub-concussive Injury

When you notify us of an "occurrence" involving a concussion or sub-concussive injury to a "participant", you must also provide us with a copy of the "concussion awareness program" materials and any communication sent to "participants" or "participants'" guardians regarding the "concussion awareness program" that was in place at the time

of the "participant's" involvement in athletic activities.

B. For the purpose of this endorsement, the following is added to section IX – DEFINITIONS:

"Concussion Awareness Program" means a formal educational program designed specifically to address concussion and sub-concussive injury awareness. The "concussion awareness program" includes materials:

- a. Describing, and understanding concussions and sub-concussive injuries and the potential consequences of such injuries;
- b. Recognizing and responding to concussions and sub-concussive injuries;
- c. Injury management standards for the "participant's" return to activities following a concussion or sub-concussive injury; including medical clearance required; and
- d. Prevention of concussions and sub-concussive injuries.

The "concussion awareness program" should be updated regularly and include the Center for Disease Control and Prevention's *Heads UP: Concussion in Youth Sports* training course or any similar course as well as programs mandated by law or by the governing body for the athletic or sports game, contest, activity, practice, scrimmage or exhibition.

"Participant" means any person engaged in athletic activities. "Participant" does not include spectators, referees, umpires or coaching staff.

"Reasonable System" means any electronic or written communication to regularly advance education materials to "participants", parents and coaches about the nature of risk of concussions, including but not limited to all material outlined in the "Concussion Awareness Program" definition listed below.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNDERLYING CLAIMS-MADE COVERAGE

This endorsement modifies insurance provided under the following:

HANOVER COMMERCIAL FOLLOW FORM EXCESS AND UMBRELLA POLICY

If any "underlying insurance" is written on a claims-made basis, the following applies to the insurance provided by this policy which is excess over that "underlying insurance":

A. The following section is added:

EXTENDED REPORTING PERIODS

1. With respect to any "underlying insurance" written on a claims-made basis, we will provide one or more Extended Reporting Periods, as described below, if:
 - a. This Coverage Part is canceled or not renewed; or
 - b. "Underlying insurance" written on a claims-made basis is renewed or replaced with insurance that:
 - (1) Has a Retroactive Date later than the date shown in the Declarations of the "underlying insurance"; or
 - (2) Does not apply to "underlying insurance" coverage on a claims-made basis.
2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to any claim or "suit" for "underlying insurance" coverage that occurs before the end of the policy period but not before the Retroactive Date, if any, shown in the Declarations of the "underlying insurance". Once in effect, Extended Reporting Periods may not be canceled.
3. If we cancel or do not renew for any reason other than nonpayment of premium, an Automatic Extended Reporting Period will be provided without an additional premium. This period starts with the end of the policy period and lasts for 60 days with respect to any claim or "suit" arising out of an "occurrence" committed prior to the end of the policy period, but not before the Retroactive Date, if any, shown in the Schedule, Declarations, or by endorsement and not previously reported to us.
 - a. This Automatic Extended Reporting Period does not apply to any claim or "suit" which is covered under any subsequent

insurance you purchase, or that would be covered by the "underlying insurance" but for exhaustion of the amount of insurance applicable to any claim or "suit".

- b. The Automatic Extended Reporting Period does not reinstate or increase the Limits of Insurance of the "underlying insurance" or of this policy.

The Automatic Extended Reporting Period does not apply to any claim or "suit" that is covered under any subsequent insurance you purchase, or that would be covered by the "underlying insurance" but for exhaustion of the amount of insurance applicable to any claim or "suit".

4. The Automatic Extended Reporting Period does not reinstate or increase the Limits of Insurance of the "underlying insurance" or of this policy.
5. If this policy is cancelled or not renewed and if you have an Optional Extended Reporting Period on the "underlying insurance" in effect, you shall have the right, upon payment of an additional premium, to an Optional Extended Reporting Period. This period starts with the end of the policy period with respect to any claim or "suit" arising out of an "occurrence" committed prior to the end of the policy period, but not before the Retroactive Date, if any, shown in the Schedule, Declarations, or by endorsement and not previously reported to us.
 - a. This Optional Extended Reporting Period does not apply to any claim or "suit" which is covered under any subsequent insurance you purchase, or that would be covered by the "underlying insurance" but for exhaustion of the amount of insurance applicable to any claim or "suit".
 - b. The Optional Extended Reporting Period does not reinstate or increase the Limits of Insurance of the "underlying insurance" or of this policy.
 - c. You must give us a written request for the Optional Extended Reporting Period Endorsement within 60 days following the

date of cancellation or nonrenewal. The Optional Extended Reporting period will not go into effect unless you pay the additional premium promptly when due. If the cancellation or nonrenewal is for nonpayment of premium, this Optional Extended Reporting Period will not be provided unless any earned premium due is paid within 60 days after the effective date of such cancellation or expiration.

- d. The available Optional Extended Reporting Periods and associated additional premiums are displayed in the table below.

Optional Reporting Period	Percent of Annual Premium
One Year	100%
Two Years	150%
Three Years	200%

6. In the event similar insurance is in force covering any claim or "suit" first made during the Extended Reporting Period, coverage provided by this Coverage Part shall be excess over any part of any other insurance available to the insured, whether primary, excess, contingent or on any other basis, whose policy period begins or continues after our policy period ends.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

Appendix 11 - Summary of Findings from Independent Audits

SCHEDULE OF FINDINGS AND RECOMMENDATIONS

ACADEMIA ANTONIA ALONSO CHARTER SCHOOL
 SCHEDULE OF FINDINGS AND RECOMMENDATIONS (cont'd)

PART A - SUMMARY OF AUDITOR'S RESULTS

Financial Statements

Type of auditor's report issued [*unmodified, qualified, adverse, or disclaimer*]:

Unmodified

Internal control over financial reporting:

- Material weakness(es) identified? Yes No
- Significant deficiency(ies) identified? Yes None reported
- Noncompliance material to financial statements noted? Yes No

Federal Awards

Internal control over major program:

- Material weakness(es) identified? Yes No
- Significant deficiency(ies) identified? Yes None reported

Type of auditor's report issued on compliance for major program [*unmodified, qualified, adverse, or disclaimer*]:

Unmodified

Any audit findings disclosed that are required to be reported in accordance under the Uniform Guidance?

Yes No

Identification of major program:

CFDA Number

Name of Federal Program or Cluster

84.425

Education Stabilization Fund

Dollar threshold used to distinguish between Type A and Type B programs:

\$750,000

Auditee qualified as low-risk auditee?

Yes No

ACADEMIA ANTONIA ALONSO CHARTER SCHOOL
SCHEDULE OF FINDINGS AND RECOMMENDATIONS (cont'd)

PART B - FINDINGS RELATED TO FINANCIAL STATEMENTS

STATUS OF PRIOR YEAR FINDINGS

None.

CURRENT YEAR FINDINGS AND RECOMMENDATIONS

None.

PART C - FINDINGS RELATED TO FEDERAL AWARDS

STATUS OF PRIOR YEAR FINDINGS

None.

CURRENT YEAR FINDINGS AND RECOMMENDATIONS

None.

**Appendix 12 - Final Fiscal Year 2022 Revenue and Expenditure Budget
Report**

Academia Antonia Alonso Charter School
Monthly Financial Statement
As of June 30, 2022
General Operating Budget and Federal Funds

REVENUE				
STATE FUNDS	FY22 Budget Preliminary	Receipts to Date	% Received	Over/(Under) Budget
Transportation (05177)	\$ 609,745	\$ 609,745	100.00%	\$ -
Operations (05213)	\$ 4,536,098	\$ 4,540,807	100.10%	\$ 4,709
Education Sustainment Fund (05289)	\$ 107,301	\$ 107,301	100.00%	\$ -
Tech Block Grant (05235)	\$ 14,360	\$ 14,360	100.00%	\$ -
Other State Funds	\$ 636,077	\$ 636,077	100.00%	\$ -
Minor Capital Improvements	\$ 97,996	\$ 97,996	100.00%	\$ -
State Funds Total	\$ 6,001,577	\$ 6,006,286	100.1%	\$ 4,709
Local Funds Transfer & Interest (98000)	\$ 2,914,941	\$ 2,946,952	101.10%	\$ 32,011
Food Service (91100)	\$ 540,845	\$ 659,080	121.86%	\$ 118,235
School Activities	\$ -	\$ -	0.00%	\$ -
Foundation Funds/Donations (98159)	\$ 9,104	\$ 11,235	123.41%	\$ 2,131
Other Local Funds	\$ 275,192	\$ 260,405	94.63%	\$ (14,787)
Local Funds Total	\$ 3,740,082	\$ 3,877,672	103.7%	\$ 137,590
Prior Year Carryover	\$ 525,713	\$ 525,713	100.00%	\$ (0)
Total Operating Budget	\$ 10,267,372	\$ 10,409,671	101.39%	\$ 122,802
Federal Funds (Various)	\$ 2,371,339	\$ 2,313,613	97.57%	\$ (57,726)
All Funds Total	\$ 12,638,711	\$ 12,723,283	100.67%	\$ 65,076

EXPENDITURES					
	Budget	Encumbrances	Expenditures	Balance	Percentage Obligated
Salaries and Benefits	\$ 5,765,300	\$ -	\$ 5,709,194	\$ 56,106	99.03%
Utilities	\$ 89,151	\$ -	\$ 89,766	\$ (614)	100.69%
Facility-Lease	\$ 767,568	\$ -	\$ 767,568	\$ (0)	100.00%
Transportation	\$ 988,463	\$ 6,214	\$ 1,022,453	\$ (40,204)	104.07%
Contractor--Food Service	\$ 453,030	\$ -	\$ 497,417	\$ (44,387)	109.80%
Textbooks and Instructional Supplies	\$ 81,414	\$ -	\$ 62,784	\$ 18,630	77.12%
Building Maintenance and Custodial Services	\$ 113,213	\$ -	\$ 104,252	\$ 8,961	92.08%
Other Expenses	\$ 1,958,027	\$ 34,670	\$ 1,987,583	\$ (64,226)	103.28%
Contingency	\$ -	\$ -	\$ -	\$ -	0.00%
Total Operating Budget	\$ 10,216,166	\$ 40,884	\$ 10,241,017	\$ (65,734)	100.64%
Federal Funds (Various)	\$ 2,371,339	\$ 48,075	\$ 2,313,613	\$ 9,652	99.59%
All Funds Total	\$ 12,587,505	\$ 88,959	\$ 12,554,629	\$ (56,083)	100.45%

Appendix 13 - Approved Preliminary Fiscal Year 2023 Budget

Academia Antonia Alonso Charter School
Monthly Financial Statement
As of August 31, 2022
General Operating Budget and Federal Funds

REVENUE				
STATE FUNDS	FY23 Budget Preliminary	Receipts to Date	% Received	Over/(Under) Budget
Transportation (05177)	\$ 714,686	\$ 597,249	83.57%	\$ (117,437)
Operations (05213)	\$ 5,131,818	\$ 4,224,252	82.31%	\$ (907,566)
Education Sustainment Fund (05289)	\$ 120,439	\$ 96,571	80.18%	\$ (23,868)
Tech Block Grant (05235)	\$ 14,360	\$ 12,924	90.00%	\$ (1,436)
Other State Funds	\$ 919,305	\$ 887,986	96.59%	\$ (31,319)
Minor Capital Improvements	\$ 97,996	\$ 96,831	98.81%	\$ (1,165)
State Funds Total	\$ 6,998,604	\$ 5,915,813	84.53%	\$ (1,082,791)
Local Funds Transfer & Interest (98000)	\$ 3,368,474	\$ 17,597	0.52%	\$ (3,350,877)
Food Service (91100)	\$ 611,785	\$ 25,138	4.11%	\$ (586,647)
School Activities	\$ 25,000	\$ -	0.00%	\$ (25,000)
Foundation Funds/Donations (98159)	\$ 45,000	\$ 45,000	100.00%	\$ -
Other Local Funds	\$ 412,928	\$ 47,287	11.45%	\$ (365,641)
Local Funds Total	\$ 4,463,187	\$ 135,022	3.03%	\$ (4,328,166)
Prior Year Carryover (Purchase Orders - State/Local)	\$ 40,884	\$ 40,884	100.0%	\$ -
Total Operating Budget	\$ 11,502,675	\$ 6,091,719	52.96%	\$ (5,410,957)
Federal Funds (Various Years)	\$ 2,483,768	\$ 339,143	13.65%	\$ (2,144,625)
All Funds Total	\$ 13,986,443	\$ 6,430,861	46.0%	\$ (7,555,581)

EXPENDITURES					
	Budget	Encumbrances	Expenditures	Balance	Percentage Obligated
Salaries and Benefits	\$ 6,533,458	\$ -	\$ 1,025,236	\$ 5,508,222	15.69%
Utilities	\$ 217,838	\$ -	\$ 6,515	\$ 211,323	2.99%
Facility-Lease	\$ 1,326,667	\$ -	\$ 60,000	\$ 1,266,667	4.52%
Transportation	\$ 1,102,451	\$ 40,121	\$ 157,053	\$ 905,277	17.89%
Cafeteria	\$ 350,000	\$ -	\$ -	\$ 350,000	0.00%
Textbooks and Instructional Supplies	\$ 122,600	\$ 2,568	\$ 5,250	\$ 114,782	6.38%
Building Maintenance and Custodial Services	\$ 118,213	\$ -	\$ 4,711	\$ 113,502	3.99%
Other Expenses	\$ 1,455,400	\$ 314,037	\$ 268,080	\$ 873,282	40.00%
Contingency	\$ 224,533	\$ -	\$ -	\$ 224,533	0.00%
Total Operating Budget	\$ 11,451,159	\$ 356,726	\$ 1,526,845	\$ 9,567,588	16.45%
Federal Expenses (Various Years)	\$ 2,483,768	\$ 233,596	\$ 339,143	\$ 1,911,029	23.06%
All Funds Total	\$ 13,934,926	\$ 590,322	\$ 1,865,988	\$ 11,478,617	17.63%