



SISC

Self-Insured Schools of California
Schools Helping Schools

March 2, 2021

Paso Robles Joint Unified SD

Attn: Brian Pawlowski, Assistant Superintendent of Business Services

P.O. Box 7010

Paso Robles, CA 93447

RE: School re-openings

Thank you for your recent inquiry regarding school re-openings.

- As has previously been shared with all of our districts, coverage is excluded under the Liability MOC for damages or injuries resulting from exposure to an organic pathogen.
- The SISC position as to school re-openings remains that school districts should follow the guidance of the California Department of Public Health as well as their local county public health office. In the event a district deviates from that guidance and claims are presented against the district for violation of those orders in all likelihood the SISC Liability Memorandum of Coverage would not respond.
- This type of action against the school district may not meet the definition of occurrence under the Liability Memorandum of Coverage because an occurrence is something defined as "injury or damage neither expected nor intended from the standpoint of the covered party." It is clear that the guidance provided by the CDPH and the local county health public health office is designed to prevent injury or damage.
- The district could be faced with defending itself against an action for declaratory or injunctive relief on its own and with its own money, as suits for declaratory or injunctive relief are excluded under the Liability Memorandum of Coverage.

Any district contemplating such an action needs to be aware of the potential cost involved absent coverage from their provider.

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A Joint Powers Authority administered by the Kern County Superintendent of Schools Office, Mary C. Barlow, Superintendent

In addition, in the event a district did choose to open up against the advice and guidance of the CDPH or local public health department and teachers, students or other third parties contracted COVID-19 there may be other exclusions applicable under the Liability Memorandum of Coverage that would preclude SISC from defending or indemnifying the district. For example, there is an exclusion in the Liability MOC that precludes coverage for dishonest, fraudulent or criminal acts. Board members could risk personal liability exposure in an instance where they were deemed to have acted in this fashion.

Please let me know if we need to discuss further.

Very truly yours,


Robert J. Kretzmer, Director
Property & Liability