

Northern California Schools Insurance Group

BYLAWS

Rewritten in entirety and approved by NCSIG Board of Directors on December 7, 2017 and approved by two-thirds vote of Membership to be effective March 1, 2018.

Article I Section D. Amended

Approved by Board of Directors May 22, 2019 Ratified by Membership

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BYLAWS
NORTHERN CALIFORNIA SCHOOLS INSURANCE GROUP
JOINT POWERS AUTHORITY
PREAMBLE

Northern California Schools Insurance Group (“NCSIG”) was established pursuant to the terms of a Joint Powers Agreement (“JPA Agreement”) by and among its Public Educational Agencies (“PEA”) for the purpose of providing the services and other items necessary and appropriate for the establishment, operation, and maintenance of a joint program for liability and property damage protection for the PEA’s who are Members (“Members”) hereof, and to provide a forum for discussion, study, development, and implementation of recommendations of mutual interest regarding pooled coverage and group purchase insurance and reinsurance programs. Pursuant to the terms of the JPA Agreement, NCSIG has adopted these Bylaws (“Bylaws”) to apply to and govern NCSIG and its Members.

ARTICLE I
BOARD OF DIRECTORS

- A. A Board of Directors is hereby established to represent the NCSIG membership.
- B. The Board of Directors shall be formed in the following manner. Each California County in which a majority of Public Educational Agencies in that county are members of NCSIG shall have representation on the Board of Directors. Representation from each county shall be on a weighted basis based on each county’s combined Average Daily Attendance (ADA). ADA shall be as determined in the NCSIG Underwriting Policy for purposes of rate setting each year. Should a county’s ADA change the county to a different size category, the change in number of Directors shall become effective at the beginning of the next fiscal year beginning July 1. Selection of Directors from each county shall be designated by the county’s Superintendent of Schools and must be either a school administrator or a designated confidential employee of a member and shall serve at the pleasure of the Members in that county. Each Director shall be entitled to cast one vote in all matters requiring a vote, except in the case of an actual or potential conflict of interest.

Total County ADA		Number of Directors
0 -	7,499	2
7,500 -	24,999	3
25,000 -	Over	4

- C. If a Public Educational Agency is located in a county where the majority of Public Educational Agencies are not members of NCSIG, the size category and number of votes for that Director shall be as shown in the Table below. The Director would be appointed by the Superintendent of the Public Educational Entity with qualifying ADA. All votes allocated to each Director shall be cast together and cannot be split.

Individual Member ADA		Votes Allocated
0 -	4,999	0
5,000 -	7,499	2
7,500 -	24,999	3
25,000 -	Over	4

- D. Each Director shall designate an alternate representative from their PEA who is employed as a school administrator or a designated confidential employee that is authorized to act in the event of the absence of the appointed Director. Only the designated Director or alternate may serve on the board. Individuals may be appointed to serve as alternates by one or more Authority Members so long as the qualified alternate represents a member PEA from the same county.
- E. The Board of Directors shall hold at least one regular meeting each fiscal year. The date, time, and location for each such regular meeting shall be fixed by the Board of Directors, and shall be publicly noticed prior to the meeting. All meetings of the Board of Directors shall be called, held, and conducted in accordance with the terms and provisions of the Ralph M. Brown Act (Sections 54950, et seq., of the California Government Code), as said Act may be modified by subsequent legislation, and as the same may be augmented by rules of the Board of Directors not inconsistent therewith. The Board may hold additional meetings as determined by the Board and consistent with Brown Act. Except as otherwise provided or permitted by law, all meetings of the Board are open and public. The Board of Directors will cause minutes of its meetings to be kept, and post the true and correct copies of the minutes of such meetings after Board approval.
- F. The principal office for the transaction of business of NCSIG and receipt of all notices is hereby fixed and located as described in Appendix A attached hereto and incorporated herein by reference. The Board of Directors shall have the authority to change the location of the principal office.
- G. The Board of Directors may establish and dissolve operating committees and establish such committees and their operating policies.
- H. The Board of Directors may establish, revise and discontinue policies related to the operation of NCSIG and such approved policies are binding upon the Members unless otherwise specified by policy established by the Board of Directors.
- I. The Board of Directors shall determine Contributions and the method by which Contributions will be paid to NCSIG. The Board of Directors will also provide for additional assessments during the year, if necessary or appropriate, to allow for increased costs and expenses that may occur. The Board of Directors shall insure that a complete and accurate system of accounting of the NCSIG financials are maintained at all times consistent with established auditing standards and accounting procedures.
- J. The Board of Directors shall review coverages that are provided to Members and establish policies and procedures for claims administration.

- K. The Board of Directors shall approve the terms of all related insurance, excess insurance, reinsurance and other agreements, including the terms of coverage, claims services, cost and compensation.
- L. The Board of Directors shall directly or by contract provide for services required to effectively implement all aspects of the Joint Program.
- M. The Board may authorize any Officer or Officers, agent or agents, to enter into any contract or execute any instrument in the name and on behalf of NCSIG, and such authorization may be general or confined to specific instances. Unless so authorized by the Board of Directors, no Officer, agent or employee shall have any authority to bind NCSIG by any contract or to pledge its credit or to render it liable for any purpose.

ARTICLE II RULES OF THE BOARD OF DIRECTORS

- A. The Board of Directors may establish rules governing its own conduct and procedures and have such expressed or implied authority as is not inconsistent with, or contrary to, the laws of the State of California, these Bylaws, or the Joint Powers Agreement.
- B. A quorum for the transaction of business by the Board of Directors shall consist of a majority weighted vote of the Directors or their alternate. All action shall require the approval of a majority weighted vote of the Directors or their alternate present at the meeting, unless a higher percentage vote is required by the Agreement or these Bylaws.
- C. No one serving on the Board of Directors shall receive any salary or compensation from NCSIG.
- D. The Board of Directors may approve reimbursement for expenses incurred.

ARTICLE III OFFICERS

- A. The principal Officers of NCSIG shall be a President, a Vice President, a Secretary/Auditor-Controller, a Treasurer, and a Finance Chair ("Officers").
- B. Election of Officers:
 - 1. The Officers of NCSIG shall be elected by the weighted vote of the Directors or his/her alternate.
 - 2. The Officers of NCSIG shall serve a term of two years, beginning July 1 of even-numbered years.
 - 3. Elections shall take place at the last regularly scheduled Board of Directors meeting prior to the commencement of even-numbered Program Years. Directors may make nominations of individuals who meet the requirements for the office at the time of election. If such nomination is seconded, the nominated individual shall be a candidate

for that office for which the candidate was nominated. The candidate with the greatest number of weighted votes shall be elected to the office.

4. Any person elected as an Officer may be removed at any time, with or without cause, by a majority of the weighted votes of Directors or their alternate present at the Board meeting.
 5. Officers shall at all times during their term be the designated Director of a Member. In the event an Officer is no longer a designated Director of a Member, then such individual shall no longer be an Officer of NCSIG.
 6. All vacancies arising may be filled at any time by the weighted vote of the Directors or their alternate present at that Board of Directors meeting.
- C. The President will preside at all meetings of NCSIG. The President shall appoint the Finance Chair to serve as a NCSIG Officer and members of committees as necessary or appropriate for carrying on the activities of NCSIG. Committees appointed by the President may hold office beyond the President's term subject to the approval of the new President. The President shall execute documents on behalf of NCSIG as authorized by the Board of Directors and shall serve as the back-up liaison to the JPA Manager between this and any other organization. The President shall have authority to approve demands.
- D. The Vice President shall have such powers and perform such duties as may be prescribed from time to time by the Board of Directors or the President. In the absence or disability of the President, the Vice President shall be vested with all the powers and authorized to perform all the duties of the President. The Vice-President shall also serve as the auditor/controller of NCSIG in the absence of the auditor-controller and shall approve demands.
- E. The Secretary shall be present at all meetings of NCSIG to cause minutes to be kept, to maintain or cause to be maintained all accounting and other financial records of NCSIG, to file all financial reports of NCSIG and perform such other duties as the Board may specify. The Secretary shall also serve as the Auditor/Controller of NCSIG and shall approve demands.
- F. The Treasurer shall be those specified in Sections 6505.5 or 6505.6 of the California Government Code, to cause to be received and safe kept all money coming into the treasury, to comply or cause to be complied with all laws governing the deposit and investment of funds, and to cause to be submitted a quarterly report (Treasurer's Report) to the Board summarizing receipts, disbursements, and fund balances, along with a listing of all investments and other duties as specified by the Board. The Treasurer shall have authority to approve demands.
- G. The Board of Directors may appoint or elect such additional Officers, and assign such duties and authorities, as it determines.
- H. The NCSIG Officers shall comprise the Claims Committee and will be subject to the Ralph M. Brown Act (Sections 54950, et seq., of the California Government Code).

ARTICLE IV EXECUTIVE DIRECTOR

All decisions related to NCSIG shall be made by the Board of Directors. NCSIG may contract with a company with demonstrated expertise and experience to assist NCSIG with the management and operation of NCSIG (“Executive Director”).

- A. The Executive Director shall provide employees and/or contractors to act as JPA Manager and Associate JPA Manager(s) to:
 - 1. Monitor the status of NCSIG’s programs and operations, losses, administrative and operational costs, service companies’ and Servicing Agents performance and report to the Board.
 - 2. Prepare an annual budget.
 - 3. Assist the Board in selecting brokers, excess insurance companies or excess insurance Joint Powers Authorities.
 - 4. Assist the Board in selecting claims administrators, risk control consultants and other program services.
 - 5. Contract for claims audits and actuarial studies to determine cost allocations.
 - 6. Perform whatever functions are necessary and within the Executive Director’s authority to manage the daily activities of NCSIG.
 - 7. Conduct the business of NCSIG in a manner consistent with the standards set forth by the California Association of Joint Powers Authorities (CAJPA) for their accreditation program.
- B. NCSIG shall compensate the Executive Director for services to NCSIG in such amount and manner as may be fixed from time-to-time by the Board of Directors. Details respecting compensation, termination, and other employment related matters pertaining to the Executive Director shall be governed by the Bylaws and such terms and conditions as the Board shall set forth in a contract or agreement.

ARTICLE V MEMBERSHIP IN NCSIG

- A. Membership in NCSIG shall be open to any California Public Educational Agency which has been duly approved by the Board of Directors. NCSIG shall provide application forms and establish procedures for their completion and submission for review prior to being approved.

- B. Upon approval, a Public Educational Agency may become a Member of NCSIG by executing a copy of the NCSIG Joint Powers Agreement, whereby said Public Educational Agency agrees to comply with the terms of the NCSIG Joint Powers Agreement and these Bylaws, as the same may from time to time be amended and in effect.
- C. NCSIG may establish special rules and terms for membership as defined in NCSIG Policies.

ARTICLE VI FINANCE

- A. NCSIG shall operate on a fiscal year from July 1st through June 30th.
- B. The Board of Directors shall annually and in accordance with Policy adopt a budget showing each of the purposes for which NCSIG will need money and the estimated amount of money that will be needed for each such purpose for the ensuing fiscal year. A copy of the budget shall be provided to each of the Directors.
- C. Each Member shall pay to NCSIG each fiscal year the annual Contribution as calculated and adopted by the Board of Directors pursuant to the following:
 - 1. Each Member's Contribution shall be based upon such Member's retention, selected coverages, ADA, Total Insured Values and other information relative to providing coverage for the Member including rating factors as established by the NCSIG Underwriting Policy.
 - 2. Contributions are due and payable as established by the NCSIG Delinquent Contribution/Termination of Coverage Policy.
- D. Each Program Year shall be accounted for separately from every other Program Year in regard to the accounting for its assets and Obligations.
 - 1. All Contributions, Obligations, expenditures and disbursements of NCSIG that can be separately and distinctly identified by Program Year shall be accounted for separately by each Program Year.
 - 2. Any revenues, Obligations and expenses that cannot be separately and distinctly identified to a specific Program Year may be allocated among Program Years.
 - 3. Should the total Obligations for a Program Year exceed the total assets of that year, the Members participating in such Program Year may be assessed a Pro-Rata Share of the additional contribution required based on actuarial analysis and approved by the Board of Directors.
 - 4. Net Position Funds may be utilized for the benefit of NCSIG as determined and approved by the Board of Directors, including but not limited to a distribution of any positive net position funds to Members.

5. NCSIG's Contingency Reserve must be met before any positive net position funds are eligible to be returned to the Members.
 6. Any unanticipated non-claim expenditures, not incorporated into the current annual budget, will be assessed against the Members, as determined by the Board of Directors. The assessment, if any, will be added to the Member's subsequent Program Year's Contribution.
- E. Any subrogation recoveries received by NCSIG shall be credited to NCSIG with any remaining balance refunded to the member for any incurred Self Insured Retention.
- F. An account shall be established and maintained to receive monies, pay operating expenses hold reserves and pay claims of NCSIG.

ARTICLE VII RECEIPT AND DISBURSEMENT OF FUNDS

- A. Revenues of NCSIG shall be received at its principal office. The Treasurer shall cause to be safeguarded and invested funds in accordance with NCSIG's current investment policy.
- B. The President, Vice-President, Secretary, Treasurer, Finance Chair, JPA Manager and Associate JPA Managers shall be authorized signatories of NCSIG's checking account. All checks disbursing funds of NCSIG shall be signed as established by action of the Board.
- C. A register of all checks issued since the previous Board meeting shall be provided at each subsequent Board meeting for approval
- D. The JPA Manager shall be authorized to make all expenditures for goods or services without specific approval, to the extent such funds have been included and approved by adoption of the budget or as previously approved by the Board.

ARTICLE VIII INVESTMENT OF FUNDS

NCSIG shall have the power to invest or cause to be invested, in compliance with Section 6509.5 of the California Government Code, such funds as are not necessary for the immediate operation of NCSIG as allowed by Section 53601 of the California Government Code.

ARTICLE IX ACCOUNTS AND RECORDS

- A. NCSIG is strictly accountable for all funds received and disbursed by it and, to that end, NCSIG shall establish and maintain such funds and accounts as may be required by Generally

Accepted Accounting Principles or by any provision of law or any resolution of NCSIG. Books and financial records of NCSIG shall be open to inspection at all reasonable times by representatives of the Members. NCSIG, as soon as practical after the close of each fiscal year, shall give, or cause to be given, a complete written report of all financial activities for such fiscal year to each Member of NCSIG.

- B. The Board of Directors shall make, or contract with a Certified Public Accountant to make, an annual audit of the accounts, records, and financial affairs of NCSIG. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for Special Districts under Section 26909 of the California Government Code and shall conform to Generally Accepted Auditing Standards. When such an audit of accounts and reports is made by a Certified Public Accountant, a report thereof shall be filed within six months of the end of the fiscal year under examination with the State Controller and county auditor. Any costs of the audit, including contracts with, or employment of, Certified Public Accountants in making the audit(s) provided for herein, shall be appropriate administrative charges against the funds of NCSIG.
- C. The Board of Directors shall contract with an independent claims auditor at least every two years to conduct and audit of claims paid by NCSIG and to deliver an audit report to the Board of Directors.

ARTICLE X HOLD HARMLESS AND INDEMNIFICATION

The Board of Directors and the Officers of NCSIG, including former Directors and Officers, shall not be liable to NCSIG, to any Member or Former Member, or to any other person, for actual or alleged breach of duty, mistake of judgment, neglect, error, misstatement, misleading statement, or any other act or omission in the performance of their duties hereunder as provided by California Government, except in the event of fraud, gross negligence, or intentional misconduct of such director or Officer. NCSIG shall defend and shall indemnify and hold harmless its Directors and Officers, including former Directors and Officers, from any claim, demand, cause of action, and damages arising out of their performance of their duties as such Directors or Officers of NCSIG, to the extent authorized by Government Code Section 995. NCSIG may purchase conventional insurance to protect NCSIG, and its participating Members or Former Members, against any such acts or omissions by its Directors and Officers, including former Directors and Officers.

ARTICLE XI RISK MANAGEMENT

The Board of Directors of NCSIG may adopt recommended minimum standards for risk management/loss control practices. These standards and best practices shall be reviewed by each Member as part of each Member's risk management practices.

ARTICLE XII WITHDRAWAL FROM OR TERMINATION OF MEMBERSHIP

Any Member having completed three complete program years as a Member of NCSIG may withdraw from its status as a Member and party to the Joint Powers Agreement at the end of the fiscal year subject to the following terms and conditions.

- A. Member must submit a written request to NCSIG JPA Manager no later than ~~March 15~~ December 31 of the preceding Program Year.
- B. Termination of participation in future Program years does not relieve the terminated Member of any benefits or obligations of those Program Years in which the Member participated. These obligations including payment of assessments or any other amounts due and payable, and the terminated Member shall participate in all dividends for the Program Years in which the Member participated.
- C. A Member may be involuntarily terminated from membership in NCSIG upon the weighted vote of two-thirds of all the remaining Directors. Such involuntary termination shall become effective at the end of the Program Year in which the action is taken or upon such other date as the Board of Directors may specify, but in no case less than sixty days after notice of involuntary termination is given. As a result of such involuntary termination:
 - a. The incurred claims, incurred but not reported claims, and all Contributions of the terminated Member applicable to Program Years of membership shall stay with NCSIG.
 - b. The terminated Member shall continue to participate in each of the Program Years for which the agency was a Member.
 - c. The terminated Member shall continue to be bound by the JPA Agreement and the Bylaws for the Program Years during which such agency was a Member.
- D. Grounds for involuntary termination include, but are not limited to, the following:
 - a. Failure or refusal to abide by the JPA Agreement or Bylaws;
 - b. Failure or refusal of a Member to abide by an amendment of the JPA Agreement or Bylaws which has been adopted by the Board of Directors or by the Members of NCSIG as provided in the Agreement or these Bylaws;
 - c. Failure or refusal to pay Contributions or assessments to NCSIG as provided in the Agreement or Bylaws;
 - d. Failure to comply with risk management or safety programs implemented by NCSIG; or
 - e. Failure of a Member to disclose a material fact to NCSIG or its JPA Manager.

ARTICLE XIII DISPOSITION OF PROPERTY AND FUNDS

Upon termination of the JPA Agreement, all assets of NCSIG shall be distributed only among the parties that have been participants in the Program, including any of those parties which previously withdrew pursuant to the JPA Agreement, in and proportionate to their Deposit Premiums and Assessments paid during the term of the JPA Agreement. The Board of Directors shall determine such distribution within six months after the last pending claim or loss covered by this JPA Agreement has been finally resolved and there is a reasonable expectation that no new claims will be filed.

The Board is vested with all powers of NCSIG for the purpose of concluding and dissolving the business affairs of NCSIG. These powers shall include the power to require Members, including those which were participants at the time the claim arose or at the time the loss was incurred, to pay their share of any assessments deemed necessary by the Board for final disposition of all claims and losses covered by the JPA Agreement for any program year.

ARTICLE XIV AMENDMENTS

- A. Amendment to these Bylaws may be proposed by any Member of NCSIG.
- B. All amendments to these Bylaws must be approved by a two-thirds (2/3) weighted vote of the members of NCSIG Board of Directors, followed by a 2/3 vote of the entire membership. The effective date of any amendment will be on the first day of the next month following adoption, unless otherwise stated.

ARTICLE XV SEVERABILITY

Should any portion, term, condition or provision of these Bylaws be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions and provisions shall not be affected thereby.

ARTICLE XVI SUBORDINATION

Should any portion, term, condition or provision of these Bylaws be in conflict with the JPA Agreement, the terms of the Bylaws will be subordinate to the JPA Agreement.

ARTICLE XVII RECORDS RETENTION POLICY

NCSIG's records will be retained in accordance with the policy adopted by the Board of Directors.

ARTICLE XVIII NOTICES

- A. Notices to NCSIG shall be in writing and delivered to NCSIG.
- B. Notices to Members shall be in writing and delivered to the Member.
- C. Reportable claims against Members shall be reported to the Member's Servicing Agent and/or the NCSIG Claims Administrator.

ARTICLE XIX EFFECTIVE DATE

The effective date of any amendment will be the first day of the next month following adoption, unless otherwise stated.

ARTICLE XX DEFINITIONS

The terms in these Bylaws shall be as defined herein and in the JPA Agreement creating the Northern California Schools Insurance Group, unless otherwise specified herein.

- A. "Associate JPA Manager" shall be an alternate JPA Manager in the event of a conflict of interest with the JPA Manager, in the absence of the JPA Manager, or for other duties as outlined in NCSIG documents, and will be subject to the direction and control of the Board and Executive Director.
- B. "Board" or "Board of Directors" shall mean the governing body of NCSIG as determined in Article I of the Bylaws.
- C. "Contribution" shall mean the amount determined by the Board of Directors as each Member's share of the cost of each Program Year of the Joint Program.
- D. "Contingency Fund" shall mean the excess by which NCSIG's assets exceed the Obligations for all the Program Years measured at a point in time as determined by the Board of Directors.
- E. "Director" shall be the person(s) appointed to the Board of Directors as provided for in this agreement. The Director shall have the authority to bind the Members on any and all matters relating to the business of NCSIG.
- F. "Excess Insurance" shall mean that insurance purchased by NCSIG either through other Joint Powers Authorities or through commercial insurance companies to cover losses in excess of NCSIG's pooled limits.

- G. “Executive Director” shall be the entity engaged by NCSIG under written contract for the day-to-day administration, management, and operation of NCSIG’s programs of risk management and will be subject to the direction and control of the Board.
- H. “JPA Agreement” shall mean the Joint Powers Agreement creating the Northern California Schools Insurance Group.
- I. “JPA Manager” shall be the person (employee or contractor) of the Executive Director responsible for the day-to-day administration, management, and operation of NCSIG’s programs of risk management and will be subject to the direction and control of the Board and Executive Director.
- J. “Joint Program” shall mean the coverage for property and liability claims in excess of the Member’s retention pursuant to NCSIG’s coverage documents along with the purchasing of insurance or reinsurance or the setting aside of funds and reserves to pay for a self-insured retention or for losses not covered by insurance or reinsurance of such claims.
- K. “Servicing Agent” shall be the person or entity designated by the Members to act on their behalf in providing insurance services as determined by the Servicing Agent Policy.
- L. “Member” shall mean any Public Educational Agency who has been approved by the NCSIG Board of Directors for membership in NCSIG and is bound by the NCSIG JPA Agreement, Bylaws and other program policies which may be amended from time to time.
- M. “NCSIG” shall mean the Northern California Schools Insurance Group.
- N. “Obligations” shall mean to include, but not limited to, all payments required by law together with any other legal obligations incurred or potentially payable by NCSIG pursuant to the JPA Agreement or these Bylaws.
- O. “Program Year” shall mean one year of the Joint Program separate from each and every other Program Year and shall operate on fiscal year from July 1st through June 30th, or as otherwise determined by the Board of Directors.
- P. “Pro-Rata Share” shall mean the ratio of each Member’s Contribution in proportion to the total of all Members’ Contributions for each Program Year.
- Q. “Public Educational Agency” shall include individual school districts, community college districts, Regional Occupational Center or Program, County Superintendent of Schools or Board of Education, Charter Schools sponsored by NCSIG Members, or other Joint Powers Authorities approved by the NCSIG Board of Directors for membership.
- R. “Subrogation” shall mean the recovery of payments which NCSIG has made on behalf of a Member.

APPENDIX “A”

The principal address of the Northern California Schools Insurance Group (NCSIG) for the transaction of business and receipt of all notices shall be:

EXECUTIVE DIRECTOR

NORTHERN CALIFORNIA SCHOOLS INSURANCE GROUP

310 HEMSTED DRIVE, SUITE 200

REDDING, CA 96002