

Board Work Session Packet

January 11, 2016



**Racine Unified School District
Operational Expectations Monitoring Report**

**OE-7 ASSET PROTECTION
SUMMARY OF COMPLIANCE STATUS**

Date: January 11, 2016

SUPERINTENDENT CERTIFICATION

With respect to Operational Expectation 7 (Asset Protection), taken as a whole, the superintendent certifies that the proceeding information is accurate and complete, and is:

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| _____ | In Compliance |
| <u> X </u> | In Compliance with Exception (as noted in the evidence) |
| _____ | Not In Compliance |

Executive Summary:

This OE-7 Monitoring Report is for the reporting period of January 1, 2015 to December 31, 2015. This monitoring report is compliant with exception. The District is compliant with assuring organizational assets are protected, maintained, appropriately used, and not placed at undue risk.

The areas of non-compliance are:

- 7.4.2 Systems are not fully in place to protect physical records from damage or loss.
- 7.4.3 Intellectual property has not been submitted for copyright protection.

There are elements of OE-7 that better align with other Operational Expectations. Administration requests that the Board consider the following:

- OE 7.7 (Investment of Funds) is thoroughly reviewed as part of the annual District financial audit. Therefore, monitoring may be most appropriate as part of OE-6-External and removed from OE-7.

Signed: _____
Superintendent

Date: _____

BOARD OF EDUCATION ACTION

With respect to Operational Expectation 7 (Asset Protection), the Board:

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| _____ | Accepts the report as fully compliant |
| _____ | Accepts the report as compliant with noted exceptions |
| _____ | Finds the report to be noncompliant |

Summary statement/motion of the Board _____

Signed: _____
Board President

Date: _____



Racine Unified School District
Operational Expectations Monitoring Report
DATE: January 11, 2016

OE-7 (ASSET PROTECTION)

The superintendent will assure that all organizational assets are adequately protected, properly maintained, appropriately used and not placed at undue risk.

Interpretation: The Board of Education expects the superintendent to ensure that all of the District's assets are fully insured, are used for their intended purpose and are kept in working order.

- District assets: All tangible property and equipment with a cost of more than \$5,000 and intangible property such as data and operational systems that are vital to the operation of the District.
- Adequately protected: Fully insured for replacement of the asset with appropriate limits and deductibles.
- Appropriately used: Assets utilized by District staff as intended according to training, operational guidelines, legal requirements, and the operational or academic purpose for which the asset was acquired.
- Not placed at undue risk: Appropriate limits and coverage for replacement cost for property and liability coverage that is comparable to other districts with similar risks.

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| <p>7.1 The superintendent will: Maintain property and casualty insurance coverage on District property with limits equal to 100% of replacement value.</p> | <p><i>In Compliance</i></p> |
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Interpretation: The Board of Education expects the superintendent to insure all property against loss at 100% replacement value and that the District is insured against liability claims.

- Property Insurance: Protection from financial losses due to damage to facilities, vehicles, equipment and materials.
- Casualty Insurance: Liability coverage of staff and individuals for which the District may be liable and incur costs.
- 100% of replacement value: Ability to replace or restore to comparable conditions subject to any deductible, or subrogation with third-party insurance coverage, with remaining costs paid through the operating budget of the District.

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| <p>Indicator 1: Property and contents insurance is at 100% replacement value.</p> | <p>In Compliance</p> |
| <p>Evidence: Property and contents insurance is with Catlin Indemnity Company. Coverage is at \$648,551,464 replacement cost coverage with \$50,000 deductible and \$259,034 premium for 2015-2016, which is \$132,566 higher than last year. The District was informed last Fall that the previous carrier (LGPIF) was no longer available. The District was able to secure a coverage package including liability coverage. <i>(See Appendix A, Page 1)</i></p> | |
| <p>Indicator 2: District vehicles are insured for comprehensive and collision with claims settlement at actual cash value.</p> | <p>In Compliance</p> |
| <p>Evidence: The District’s fleet of 67 vehicles is covered by Catlin Indemnity Company for comprehensive and collision with claims settlement at actual cash value (like kind and quality). With a \$1,000 deductible and premium of \$10,949, this is a \$39,503 decrease from last year (included in coverage package). <i>(See Appendix A, Pages 2-6)</i></p> | |

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| <p>7.2 The superintendent will: Maintain both Errors and Omissions and Comprehensive General Liability insurance coverage protecting Board members, staff and the District itself in an amount that is reasonable for school districts of comparable size and character.</p> | <p><i>In Compliance</i></p> |
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Interpretation: The Board of Education expects the superintendent to ensure that the Board, all staff and the District are protected from liability claims. This protection is in the form of insurance that has limits comparable to other school districts with similar exposure. Legal reference: State Statute provides:

Wis. Stats. 893.80 (Claims Against Governmental Bodies, Officers and Employees) and Wis. Stats 345.05 (Municipal Liability for Motor Vehicle Accidents):

“If a civil action is filed in Wisconsin courts, the most a person can recover is \$50,000 except auto accident. For automobile liability claims the limitation per claim is \$250,000.”

Wis. Stats. 895.52 (Recreational Activities; Limitation of Property Owners Liability):

The statute provides property owners, public school district being one kind, immunity from claims arising out of the recreational use of property (i.e. if our playgrounds are being used after hours and someone is injured, they will have no course of action against the district). All liability claims require that negligence be proved in order for a payment to be made.

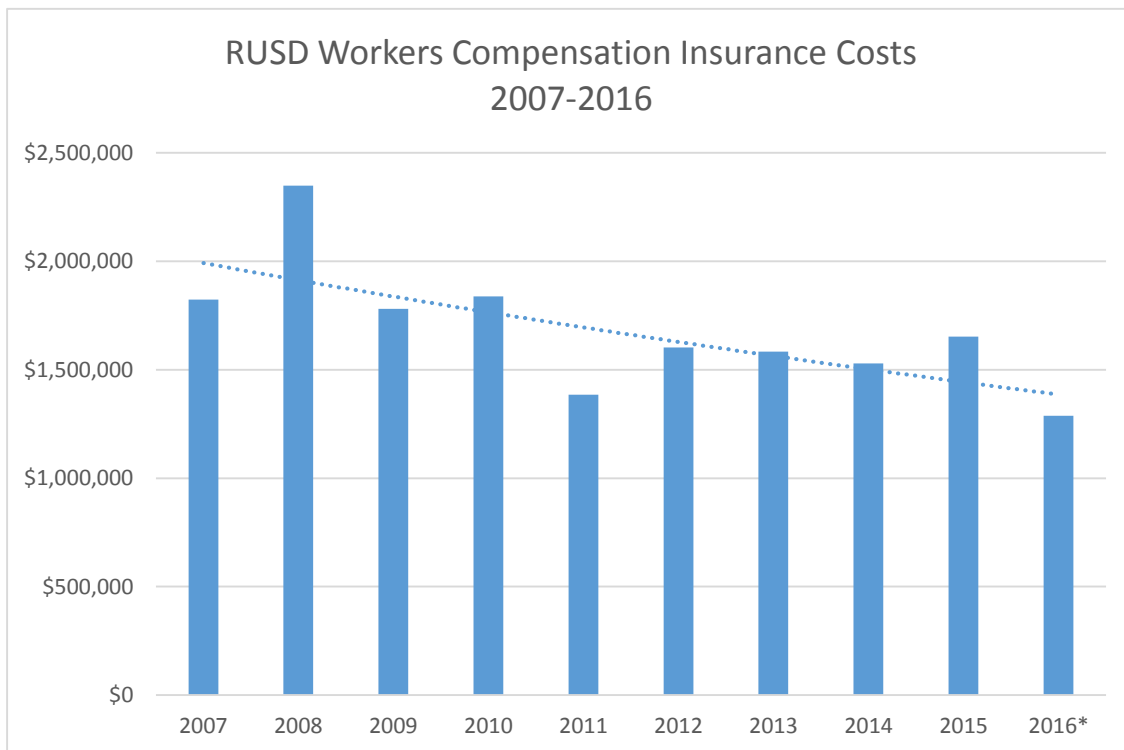
- **Errors and Omissions Insurance:** Protection from harm to the District for Board members and staff who make a mistake as part of the good faith performance of their duties.
- **Comprehensive and General Liability Insurance:** Protection from loss due to claims made against the District due to bodily injury or property damage.

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| <p>Indicator 1: The District has general liability insurance coverage in force with limits comparable to other school district.</p> | <p>In Compliance</p> |
| <p>Evidence 1: The District’s General liability coverage policy is through Catlin Indemnity Company, along with an umbrella policy. The District carries a \$3,000,000 general liability policy and a \$9,000,000 umbrella policy. (See Appendix A, Pages 10-13)</p> | |
| <p>Evidence 2: Research indicates that other districts are carrying similar amounts of umbrella coverage:</p> <ul style="list-style-type: none"> • Madison: \$8,000,000 • Janesville: \$9,000,000 • Waukesha: \$6,000,000 | |
| <p>Indicator 2: The District maintains general liability coverage for employee benefits.</p> | <p>In Compliance</p> |
| <p>Evidence: Under the Catlin Indemnity general liability policy, the District has coverage for employee benefits liability should there be any errors or omissions made on employee benefits. The District’s coverage is at \$1,000,000. (See Appendix A, Pages 14-15)</p> | |
| <p>Indicator 3: The District maintains Education Legal Liability coverage.</p> | <p>In Compliance</p> |
| <p>Evidence: The District maintains Education Legal Liability coverage with RSUI. There is a \$50,000 deductible per claim and employment practices liability with a \$100,000 deductible. Each has a \$2,000,000 limit of coverage. This coverage continues to have a sub-limit on IEP claims. (See Appendix A, Page 16-17)</p> | |

Indicator 4: The District maintains workers' compensation insurance.

In Compliance

Evidence: Workers' compensation coverage is through Church Mutual Insurance Company, a February 1, 2015 – January 31, 2016 policy. The current premium is \$1,786,326, a decrease of \$44,463. The District is expected to receive a 5% dividend. (See Appendix A, Pages 7-9)



* Figure represents the budgeted net workers' compensation insurance premium which has been reduced by dividends.

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| <p>7.3 The superintendent will: Assure that all personnel who have access to material amounts of District funds are covered by employee loss insurance.</p> | <p><i>In Compliance</i></p> |
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Interpretation: The Board of Education expects the superintendent to ensure that the District is insured for loss due to employee theft and that employee theft coverage covers loss of all sizes subject to deductible and limits.

- All personnel: Any District employee.
- Employee loss insurance: A coverage for loss due to employee theft.

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| <p>Indicator: The District carries employee loss insurance.</p> | <p>In Compliance</p> |
| <p>Evidence: The District carries a Government Crime Policy with Hanover Insurance which covers employee theft up to \$500,000 with a \$1,000 deductible. There is no requirement that an employee must be bonded. The District has continued Faithful Performance coverage to the crime policy. This coverage is secondary to general liability coverage. (See Appendix A, Page 18.)</p> | |

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| <p>7.4 The superintendent will: Protect intellectual property, information, files, records and fixed assets from loss or significant damage.</p> | <p><i>Not In Compliance</i></p> |
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Interpretation: The Board of Education expects the superintendent to ensure that assets, including files, records and intellectual property, are protected from loss and damage.

- Intellectual property: Creations, inventions, artistic works, images, names and designs used in the operation of the District. This includes original curriculum, teaching materials and other items created by District employees as part of their job for use by the District or its employees.
- Information, files and records: All data and documents, electronic and non-electronic.
- Fixed assets: Property or equipment with an original cost of \$5,000 or more.

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| <p>Indicator 1: <u>Intellectual Property:</u> The District protects all intellectual property from damage or loss and no legal complaints are received due to an employee violating intellectual property rights.</p> | <p>Not In Compliance</p> |
| <p>Evidence: The District received no legal complaints related to an employee violating intellectual property rights. The District continues to identify intellectual property in need of protection. <i>(Refer to Action Plan)</i></p> | |
| <p>Indicator 2: <u>Information:</u> The District’s data systems are backed up regularly to preserve data, property, documents and information that are in a digital form.</p> | <p>In Compliance</p> |
| <p>Evidence: The District experienced no loss or damage of digital data, documents, property or information.</p> <ul style="list-style-type: none"> • The District’s ERP system (Infor), is hosted off site and is backed up nightly. <i>(See Appendix I)</i> • The District’s Student Information System (Infinite Campus) is hosted off site and backed up nightly <i>(see Appendix C)</i>. • The District’s email system (Google) is hosted in the Cloud. Emails are archived with a 10 year retention. <i>(see Appendix B and D)</i> • The District’s Transportation system (Edulog) is hosted locally and backed up nightly. • The District’s staff storage array is hosted locally and is backed up nightly. • The District’s IEP system (Filemaker Pro) is hosted locally and backed up nightly. | |
| <p>Indicator 3: <u>Files:</u> The District fully protects digitized files from unauthorized access.</p> | <p>In Compliance</p> |
| <p>Evidence: There were no breaches of electronic files that resulted in damage or loss to the District. <i>(See Appendix B and E)</i></p> | |
| <p>Indicator 4: <u>Records:</u> The District protects all physical records from damage or loss.</p> | <p>Not In-Compliance</p> |
| <p>Evidence: The District has no reported loss of physical records due to damage or loss. However, it is not known if adequate protections are in place to assure physical records will not be damaged or lost. Each department, school or entity of the District maintains physical records used as part of their operations. Physical records are archived in ASC facilities based on records retention policies. <i>(See Action Plans and Capacity Building)</i></p> | |

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| Indicator 5: <u>Fixed Assets</u> : The District carries property insurance. | In Compliance |
| Evidence 1: Catlin Indemnity property policy covers equipment and data on an all risk basis, but does exclude breakdown. Coverage limits \$648,551,464, with a \$50,000 deductible. (<i>See Appendix A, Page 1.</i>) | |
| Evidence 2: Equipment Breakdown Protection coverage is with Federal Insurance Company (Chubb Group of Insurance Companies) and includes breakdown. Breakdown is defined as “direct physical loss that causes damage to covered equipment and necessitates its repair or replacement ... by electrical failure”. Data and media are covered with a limit of \$150,000,000 with a \$1,000 deductible. The premium for 2015-2016 is \$13,410, which is \$645 more than last year. (<i>See appendix A, Pages 19-24.</i>) | |

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| <p>7.5 The superintendent will: Properly preserve and dispose of all records related to affairs or business of the District.</p> | <p><i>In Compliance</i></p> |
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Interpretation: The Board of Education expects the superintendent to maintain records per DPI and legal requirements, and to follow a protocol that maintains security and privacy when disposing of any records.

- Properly: Legal guidelines are met following a security and privacy protocol that meets legal guidelines.
- Preserve: The maintenance of documents, files, and records in a usable and available form.
- Dispose: The permanent destruction or elimination of documents, files and records.
- Records: All required physical and digital historical documents (e.g financial audits, employee and student files) and documents that are used in day-to-day operations (e.g. student cumulative files, bank statements, employee information).

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| <p>Indicator 1: Records are retained and disposed of per legal guidelines.</p> | <p>In Compliance</p> |
| <p>Evidence 1: Using the District’s electronic records retention system called OnBase, all records have been appropriately retained as per legal guidelines. A record retention audit completed in December 2015 shows that required records are available and accessible. <i>(See Appendix E)</i></p> | |
| <p>Evidence 2: Routine records disposal occurs in June and December. The December disposal shredded approximately 33,377 pounds of material. <i>(See Appendix N)</i></p> | |
| <p>Indicator 2: Required records are retained, available and accessible.</p> | <p>In Compliance</p> |
| <p>Evidence: All public records requests were fulfilled. There are no known requests for records or documents that were not met. All required records are archived. All records for day-to-day operations are available in District systems and/or file storage. There are no known cases where needed files were unavailable. <i>(See Appendix E)</i></p> | |
| <p>Indicator 3: Disposal of records follows a protocol that maintains security and privacy.</p> | <p>In Compliance</p> |
| <p>Evidence 1: Records were disposed of as required in June and December according to requirements outlined by state and federal regulations. The latest disposal shredded approximately 33,377 pounds of material and the Certificate of Destruction that assures confidential disposal was provided. <i>(See Appendix N)</i></p> | |
| <p>Evidence 2: A self-audit of DPI record retention requirements was performed in December and indicates compliance. <i>(See Appendix T)</i></p> | |

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| 7.6 The superintendent may not: Unnecessarily expose the District, the Board or staff to legal liability. | <i>In Compliance</i> |
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Interpretation: The Board of Education expects the superintendent to ensure that District actions will follow Coherent Governance Policy and Administrative Regulations that have been through legal review. The Board of Education also expects that liability insurance will be in place to cover the cost of legal defense and claims should they arise.

- Unnecessarily expose: Negligent actions that put the District in a legally untenable position.
- Legal liability: Litigation with another party where attorney fees are incurred.

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| Indicator 1: The District uses legal services to guard against losses to the District. | In Compliance |
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Evidence: Major contracts entered into by the District are reviewed by legal counsel. The District uses legal counsel in the specialty areas of real estate, contract negotiations, revisions to administrative regulations, RFP preparation, construction contract negotiation, special education, general school law, technology leasing, employment law, environmental law, and debt issuance.

- 1,388 hours of legal services was utilized from the District’s primary law firm. In addition, time was used for specialist related financing issuance and to employment issues.
- There were no paid out losses by our insurance carrier for the 2015. The District has Errors and Omissions coverage as part of the overall insurance coverage for the District. This insurance helps to cover costs should legal issues occur that are caused by errors and/or omissions by District staff and/or Board members. (*See Appendix A, Pages 28-30*)

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| Indicator 2: The District carries educator legal liability insurance. | In Compliance |
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Evidence: The District has Errors and Omissions coverage as part of the overall insurance coverage. This insurance helps to cover costs should legal issues occur that are caused by error and/or omissions by District staff and/or Board members. There were no losses due to legal actions for 2015. (*See Appendix A, pg. 30*)

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| <p>7.7 The superintendent may not: Invest funds in investments that are not secured or that are not authorized by law.</p> | <p><i>In Compliance</i></p> |
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Interpretation: The Board of Education expects the superintendent to ensure that all investments are in statutorily allowable instruments separated in distinct accounts.

- Funds: Money or capital.
- Investments: The commitment of District funds or other assets with the purpose of gaining profitable returns in the form of interest, income, dividend and appreciation of value.
- Secured: Providing certainty or a guarantee in conformance with law to minimize the risk of loss.

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| <p>Indicator 1: The District uses legal services to minimize investment losses to the District.</p> | <p>In Compliance</p> |
| <p>Evidence: Invested cash is restricted by Wisconsin statutes and may only consist of the following: time deposits, repurchase agreements; securities issued by federal, state, and local government entities, statutorily authorized commercial paper and corporate securities and the Wisconsin local government pool. Investments in OPEB and private purpose trust funds may be invested in other types of investments and are governed by Wisconsin statute 881.01 “Uniform Prudent Investor Act. (See the 2014-15 Audit Report, Pages 29-31)</p> | |
| <p>Indicator 2: No losses are incurred by the District on deposits and investments.</p> | <p>In Compliance</p> |
| <p>Evidence: Deposits and investments by the District are subject to various risks. Wisconsin statutes require repurchase agreements to be fully collateralized by bonds or securities issued or guaranteed by the federal government or its instrumentalities. The agreement with the District’s bank, Johnson Bank, include collateralization of deposits. No losses were experienced in 2015. (See the 2014-15 Audit Report, Pages 29-31)</p> | |

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| 7.8 The superintendent may not: Dispose of personal property except as associated with the normal course of business. | <i>In Compliance</i> |
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Interpretation: The Board of Education expects the superintendent to ensure that processes are maintained and followed that govern the appropriate disposal of District personal property.

- Dispose: To discard or sell so that it is no longer under District control or ownership.
- Personal Property: Non-real estate assets and materials.

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| Indicator 1: District personal property was disposed of fairly and appropriately according to administrative regulation 3230. | In Compliance |
| Evidence: All District personal property was disposed of according to administrative regulation 3230. <ul style="list-style-type: none"> • The District uses approved vendors to resell or recycle textbooks that are no longer needed. No textbooks were resold or recycled this year. • Schools are in the process of recycling weeded library books which is tracked through the Destiny software system. • The Department of Buildings and Grounds used scrap metal vendors (Miller Compressing) to dispose of or recycle District personal property. As of December 2015, \$11,634.25 was received from the sale of scrap metal. | |
| Indicator 2: The sale of surplus property uses a fair and public process. | In Compliance |
| Evidence: No sales were conducted this year. | |

Action Plan to Improve/Enhance OE-7:

Through the Chief of Finance Office, Chief of Operations Office, and Chief of Information Office, the superintendent will continue to address areas of non-compliance in OE-7. The 2015-16 action plan includes:

7.4.2: Develop a plan to digitize physical records which would be electronically stored, preserved and protected. Improve systems to track and protect physical files, records, and information.

7.4.3: A method for protecting intellectual property of the District has been developed in coordination with legal counsel. District administration will begin submitting logos, trademarks and other intellectual property for protection.

7.7: Create a system for tracking the legal review of matters that reduce liability to the District. In subsequent reports, include staff training or other programs that will prevent the exposure of the District to legal liability.

Capacity Building - Funding/Staffing:

1. A plan has been developed to digitize physical records and archives at an estimated cost of \$500,000. This plan will be implemented based on the availability of funds and this budget item will be included as part of the 2016-17 budget priorities list.

NOTE: The Superintendent requests that the Governance Committee consider moving Policy OE-7.7 to OE-6-External because it is an aspect reviewed as part of the annual District financial audit.

Appendix A

CATLIN

Policy Number: **CND-WI-EPP-27066-000**

| | | |
|---|--|---|
| NAMED INSURED AND MAILING ADDRESS: Racine Unified School District 2220 Northwestern Avenue Racine, WI 53406 | INSURER: Catlin Indemnity Company 160 Greentree Drive, Suite 101 Dover, DE 19904 | PRODUCER: Arthur J. Gallagher Risk Management Services, Inc. 1289 Derring Way, Suite 208 Madison, WI 53717 |
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ISSUED BY

Wright Specialty Insurance Agency, LLC

COMMERCIAL PROPERTY POLICY POLICY DECLARATIONS

POLICY PERIOD: FROM 7/1/2015 to 7/1/2016 12:01 A.M. AT THE INSURED'S MAILING ADDRESS

| Coverage | Cause of Loss | Deductible | Coinsurance | Limit of Insurance |
|--|------------------------|--|------------------------|----------------------------------|
| Building and Business Personal Property | SPECIAL Includes Theft | \$50,000 Honor Roll Deductible \$5,000 | 100% | \$648,551,464 |
| Agreed Value: Yes | | Blanket: Yes | | Expiration Date: 7/1/2016 |
| Building: Replacement Cost | | Personal Property: Replacement Cost | | |
| Total Property Premium | | | | \$259,034 |
| Total TRIA Premium | | | | \$8,360 |
| COVERAGE EXTENSIONS/ADDITIONAL COVERAGE | | | LIMIT | DEDUCTIBLE |
| Business Income Including Rental Value and Extra Expense | | | \$5,000,000 | 72 hours |
| Ordinance Or Law | | | | |
| Coverage A | | | 110% of Building Value | \$50,000 |
| Coverage B | | | \$250,000 | \$50,000 |
| Coverage C | | | \$250,000 | \$50,000 |
| Flood | | | \$1,500,000 | \$50,000 |
| Earthquake | | | Not Included | Not Included |

Policy Number: **CND-WI-CAP-27067-000**

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|---|--|---|
| NAMED INSURED AND MAILING ADDRESS: Racine Unified School District 2220 Northw estern Avenue Rachine, WI 53406 | INSURER: Catlin Indemnity Company 160 Greentree Drive, Suite 101 Dover, DE 19904 | PRODUCER: Arthur J. Gallagher Risk Management Services, Inc. 1289 Derring Way, Suite 208 Madison, WI 53717 |
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ISSUED BY

**Wright Specialty Insurance Agency, LLC
COMMERCIAL AUTOMOBILE
POLICY DECLARATIONS**

POLICY PERIOD: FROM 7/1/2015 to 7/1/2016 12:01 A.M. AT THE INSURED'S MAILING ADDRESS

| Coverages | Covered Autos | Limit | Premium |
|---|---------------|---|------------------|
| Liability | 1 | \$1,000,000 | Included |
| Personal Injury Protection (Or Equivalent Added No-Fault Coverage) | | Separately Stated In Each Personal Injury Protection Endorsement Minus | |
| Added Personal Injury Protection (Or Equivalent Added No- Fault Coverage) | | Separately Stated In Each Added Personal Injury Protection Endorsement. | |
| Property Protection Insurance (Michigan Only) | | Separately Stated In The Property Protection Insurance Endorsement Minus For Each Accident. | |
| Auto Medical Payments | 2 | \$10,000 | Included |
| Medical Expense And Income Loss Benefits (Virginia Only) | | Separately Stated In Each Medical Expense And Income Loss Benefits Endorsement. | |
| Uninsured Motorist | 2 | \$1,000,000 | Included |
| Underinsured Motorists (When Not Included In Uninsured Motorists Coverage) | 2 | \$1,000,000 | Included |
| Total Item One Premium | | | \$ 44,697 |

Policy Number: **CND-WI-CAP-27067-000**

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ISSUED BY

**Wright Specialty Insurance Agency, LLC
 COMMERCIAL AUTOMOBILE
 POLICY DECLARATIONS**

POLICY PERIOD: FROM 7/1/2015 to 7/1/2016 12:01 A.M. AT THE INSURED'S MAILING ADDRESS

| ITEM TWO Schedule Of Coverages And Covered Autos (Cont'd) | | | |
|--|---------------|---|------------------|
| Coverages | Covered Autos | Limit | Premium |
| Physical Damage Comprehensive Coverage | 2, 8 | Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$1,000 Deductible For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning. See Item Four For Hired Or Borrowed Autos. | \$3,296 |
| Physical Damage Specified Causes Of Loss Coverage | | Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus deductible amount Deductible For Each Covered Auto For Loss Caused By Mischief Or Vandalism. See Item Four For Hired Or Borrowed Autos. | |
| Physical Damage Collision Coverage | 2, 8 | Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$1,000 Deductible For Each Covered Auto. See Item Four For Hired Or Borrowed Autos | \$7,653 |
| Physical Damage Towing And Labor | | See For Each Disablement Of A Schedule Private Passenger Auto. | |
| Rental Reimbursement | | See Schedule | |
| Total Item Two Premium | | | \$ 10,949 |

Policy Number: **CND-WI-CAP-27067-000**

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ISSUED BY

**Wright Specialty Insurance Agency, LLC
COMMERCIAL AUTOMOBILE**

POLICY DECLARATIONS

POLICY PERIOD: FROM 7/1/2015 to 7/1/2016 12:01 A.M. AT THE INSURED'S MAILING ADDRESS

ITEM FOUR

Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums

| Liability Coverage - Rating Basis, Cost Of Hire | | | | |
|---|---------------------------------------|----------------------------------|---|---------|
| State | Estimated Cost Of Hire For Each State | Rate Per Each \$100 Cost Of Hire | Factor (If Liability Coverage Is Primary) | Premium |
| WI | If Any | | | \$ 128 |

| Liability Coverage - Rating Basis, Number Of Days - (For Or Farm Equipment - Rental Period Basis) | | | | |
|--|---|--------------|--------|---------------|
| State | Estimated Number Of Days Equipment Will Be Rented | Base Premium | Factor | Premium |
| | | | | |
| Total Premium | | | | \$ 128 |

Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

Policy Number: **CND-WI-CAP-27067-000**

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| NAMED INSURED AND MAILING ADDRESS: Racine Unified School District 2220 Northwestern Avenue Racine, WI 53406 | INSURER: Catlin Indemnity Company 160 Greentree Drive, Suite 101 Dover, DE 19904 | PRODUCER: Arthur J. Gallagher Risk Management Services, Inc. 1289 Derring Way, Suite 208 Madison, WI 53717 |
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ISSUED BY

**Wright Specialty Insurance Agency, LLC
COMMERCIAL AUTOMOBILE**

POLICY DECLARATIONS

POLICY PERIOD: FROM 7/1/2015 to 7/1/2016 12:01 A.M. AT THE INSURED'S MAILING ADDRESS

Physical Damage Coverage

| Coverages | Limit Of Insurance | | |
|---------------------------------|--|--|----------------|
| Collision | Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$500 | | |
| | Limit \$25,000 | | |
| | For Each Covered Auto. | | |
| | Estimated Annual Cost Of Hire | Rate Per Each \$100 Annual Cost Of Hire | Premium |
| | If Any | | \$ 169 |
| Comprehensive | Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$500 | | |
| | Limit \$25,000 | | |
| | For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning. | | |
| | Estimated Annual Cost Of Hire | Rate Per Each \$100 Annual Cost Of Hire | Premium |
| | If Any | | \$ 110 |
| Specified Causes of Loss | Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus | | |
| | Limit | | |
| | | | |
| | Estimated Annual Cost Of Hire | Rate Per Each \$100 Annual Cost Of Hire | Premium |
| | If Any | | |
| Total Item Four Premium | | | \$ 407 |

Policy Number: **CND-WI-CAP-27067-000**

| | | |
|---|--|--|
| NAMED INSURED AND MAILING ADDRESS: Racine Unified School District 2220 Northwestern Avenue Racine, WI 53406 | INSURER: Catlin Indemnity Company 160 Greentree Drive, Suite 101 Dover, DE 19904 | PRODUCER: Arthur J. Gallagher Risk Management Services, Inc. 1289 Deming Way, Suite 208 Madison, WI 53717 |
|---|--|--|

ISSUED BY

**Wright Specialty Insurance Agency, LLC
 COMMERCIAL AUTOMOBILE
 POLICY DECLARATIONS**

POLICY PERIOD: FROM 7/1/2015 to 7/1/2016 12:01 A.M. AT THE INSURED'S MAILING ADDRESS

**ITEM FIVE
 Schedule For Non-Ownership Liability**

| Named Insured's Business | Rating Basis | Number | Premium |
|---|--|--------|-----------------|
| Other Than Garage Service Operations And Other Than Social Service Agencies | Number Of Employees | 3333 | \$ 2,757 |
| | Number Of Partners | | |
| Garage Service Operations | Number Of Employees Whose Principal Duty Involves The Operation Of Autos | | |
| Social Services Agencies | Number Of Employees | | |
| | Number Of Volunteers | | |
| Total Item Five Premium | | | \$ 2,757 |

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

INFORMATION PAGE

**MUTUAL COMPANY
NONASSESSABLE POLICY**

Policy Number 0305722-07-770811

NCCI COMPANY NO. 16853

Prior Policy No. 0305722-07-662759

CHURCH MUTUAL INSURANCE COMPANY

**3000 Schuster Lane, P.O. Box 357
Merrill, WI 54452**

Item 1. INSURED. The Insured and Mailing Address
**RACINE UNIFIED SCHOOL DISTRICT
3109 MOUNT PLEASANT ST
RACINE WI 53404-1511**

AGENT NO. 35 - 322

RACINE

Individual Partnership Corporation Other: _____

Other workplaces not shown above:
SEE ATTACHED SCHEDULE

FEIN # 39-6031430
SIC 8211
Contact:
Phone:

Item 2. POLICY PERIOD.

The policy period is from 02-01-2015 to 02-01-2016 12:01 A.M. Standard Time at the Insured's Mailing Address

Item 3. COVERAGE.

- A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: **WI**
- B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:

| | | |
|----------------------------------|---------------------------------|---------------------------------|
| Bodily Injury by Accident | Bodily Injury by Disease | Bodily Injury by Disease |
| \$ 100,000 each accident | \$ 100,000 each employee | \$ 500,000 policy limit |
- C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:
All states except North Dakota, Ohio, Washington, Wyoming, and states designated in Item 3.A. of the Information Page
- D. This policy includes these endorsements and schedules: **See Schedule Attached**

Item 4. PREMIUM. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates, and Rating Plans. All information required below is subject to verification and change by audit.

| Classifications | Code No. | Premium Basis Total Estimated Standard Remuneration | Rate Per \$100 of Remuneration | Estimated Standard Premium |
|-----------------|----------|---|--------------------------------------|-------------------------------|
|-----------------|----------|---|--------------------------------------|-------------------------------|

SEE INFORMATION PAGE EXTENSION WC 00 00 01A TO FOLLOW

TOTAL ESTIMATED STANDARD PREMIUM IS: \$ 1,786,326 TAXES AND SURCHARGES \$

DEDUCTIBLE PREMIUM CREDIT: \$

DEPOSIT PREMIUM: \$ 1,786,326

MINIMUM PREMIUM: \$ 900

PREMIUM ADJUSTMENT PERIOD: **ANNUAL AUDIT**

Countersigned Date:
28th DAY OF January, 2015

By: _____

Copyright 1987
National Council on
Compensation Insurance



INFORMATION PAGE EXTENSION

WORKERS' COMPENSATION

THIS SCHEDULE IS A PART OF POLICY # 0305722-07-770811

EFFECTIVE 02-01-2015
 EXPIRATION 02-01-2016

RACINE UNIFIED SCHOOL DISTRICT
 3109 MOUNT PLEASANT ST
 RACINE WI 53404-1511

CORPORATION

| Classification | Code No | Premium Basis Total Estimated Standard Remuneration | Rate Per \$100 Of Remuneration | Estimated Standard Premium |
|--|---------|---|--------------------------------|----------------------------|
| 0001-01 RACINE UNIFIED SCHOOL DISTRICT FEIN # 39-6031430 SIC CODE 8211 3109 MOUNT PLEASANT ST RACINE WI 53404-1511 | | | | |
| DRIVERS, CHAUFFEURS MESSENGERS, AND THEIR HELPERS NOC - COMMERCIAL | 7380 | \$ 465,496 | 6.98 \$ | 32,492.00 |
| SCHOOL: PROFESSIONAL EMPLOYEES & CLERICAL | 8868 | \$127,937,893 | .52 \$ | 665,277.00 |
| SCHOOL: ALL OTHER EMPLOYEES | 9101 | \$ 9,365,734 | 5.25 \$ | 491,701.00 |



INFORMATION PAGE EXTENSION

WORKERS' COMPENSATION

THIS SCHEDULE IS A PART OF POLICY # 0305722-07-770811

EFFECTIVE 02-01-2015

EXPIRATION 02-01-2016

RACINE UNIFIED SCHOOL DISTRICT
 3109 MOUNT PLEASANT ST
 RACINE WI 53404-1511

CORPORATION

| Classification | Code No | Premium Basis Total Estimated Standard Remuneration | Rate Per \$100 Of Remuneration | Estimated Standard Premium |
|--|---------|---|--------------------------------------|----------------------------------|
| TOTAL CLASS PREMIUM | | | | \$ 1,189,470.00 |
| TOTAL SUBJECT PREMIUM | | | | \$ 1,189,470.00 |
| EXPERIENCE PREMIUM 1.65 | 9898 | | | \$ 773,156.00 |
| TOTAL MODIFIED PREMIUM | | | | \$ 1,962,626.00 |
| STANDARD TOTAL | | | | \$ 1,962,626.00 |
| PREMIUM DISCOUNT .889 | 0063 | | | \$ -217,851.00 |
| EXPENSE CONSTANT | 0900 | | | \$ 220.00 |
| TERRORISM .02 | 9740 | | | \$ 27,554.00 |
| CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) .01 | 9741 | | | \$ 13,777.00 |
| TOTAL ESTIMATED PREMIUM | | | | \$ 1,786,326.00 |
| FINAL TOTAL | | | | \$ 1,786,326.00 |
| POLICY TOTAL ESTIMATED COST | | | | \$ 1,786,326.00 |



Policy Number: CND-WI-EXL-27069-000

| | | |
|---|--|--|
| NAMED INSURED AND MAILING ADDRESS: Racine Unified School District 2220 Northwestern Avenue Racine, WI 53406 | INSURER: Catlin Indemnity Company 160 Greentree Drive, Suite 101 Dover, DE 19904 | PRODUCER: Arthur J. Gallagher Risk Management Services, Inc. 1289 Deming Way, Suite 208 Madison, WI 53717 |
|---|--|--|

ISSUED BY

Wright Specialty Insurance Agency, LLC

**EDUCATORS EXCESS LIABILITY POLICY
POLICY DECLARATIONS**

POLICY PERIOD: FROM 7/1/2015 to 7/1/2016 12:01 A.M. AT THE INSURED'S MAILING ADDRESS

LIMITS OF INSURANCE

| | |
|---|-------------|
| EACH OCCURRENCE LIMIT | \$9,000,000 |
| PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT | \$9,000,000 |
| POLICY AGGREGATE LIMIT | \$9,000,000 |

| | |
|---|-----------------|
| TOTAL EDUCATORS EXCESS LIABILITY PREMIUM | \$33,522 |
| TOTAL TRIA PREMIUM | \$93 |

SCHEDULE OF UNDERLYING INSURANCE

SEE ATTACHED SCHEDULE OF UNDERLYING INSURANCE

DISCOVERY PERIOD

EDUCATORS LEGAL LIABILITY POLICY

Discovery period:

Policy Number: **CND-WI-EXL-27069-000**

| | | |
|---|--|--|
| NAMED INSURED AND MAILING ADDRESS: Racine Unified School District 2220 Northwestern Avenue Racine, WI 53406 | INSURER: Catlin Indemnity Company 160 Greentree Drive, Suite 101 Dover, DE 19904 | PRODUCER: Arthur J. Gallagher Risk Management Services, Inc. 1289 Deming Way, Suite 208 Madison, WI 53717 |
|---|--|--|

ISSUED BY

Wright Specialty Insurance Agency, LLC

EDUCATORS EXCESS LIABILITY POLICY POLICY DECLARATIONS

POLICY PERIOD: FROM 7/1/2015 to 7/1/2016 12:01 A.M. AT THE INSURED'S MAILING ADDRESS

SCHEDULE OF UNDERLYING INSURANCE

| | |
|---|----------------------------|
| TYPE OF POLICY: COMMERCIAL GENERAL LIABILITY POLICY | |
| Company: | Catlin Indemnity Company |
| Policy No: | CND-WI-EPP-27066-000 |
| Effective Date: | 7/1/2015 |
| Expiration Date: | 7/1/2016 |
| EBL Retro Date: | 07/01/2002 |
| | Limits of Liability |
| General Aggregate Limit | \$3,000,000 |
| Products-Completed Operations Aggregate Limit | \$3,000,000 |
| Each Occurrence Limit | \$1,000,000 |
| Employee Benefits Liability Limit | \$1,000,000 |
| Employee Benefits Liability Aggregate Limit | \$1,000,000 |
| Sexual Misconduct Each Occurrence | \$1,000,000 |
| Sexual Misconduct Aggregate | \$1,000,000 |

| | |
|---|----------------------------|
| TYPE OF POLICY: AUTO LIABILITY POLICY | |
| Company: | Catlin Indemnity Company |
| Policy No: | CND-WI-CAP-27067-000 |
| Effective Date: | 7/1/2015 |
| Expiration Date: | 7/1/2016 |
| | Limits of Liability |
| Bodily Injury/Property Damage Liability Combined Single Limit Per Accident | \$1,000,000 |

Policy Number: **CND-WI-EPP-27066-000**

| | | |
|---|--|--|
| NAMED INSURED AND MAILING ADDRESS: Racine Unified School District 2220 Northwestern Avenue Racine, WI 53406 | INSURER: Catlin Indemnity Company 160 Greentree Drive, Suite 101 Dover, DE 19904 | PRODUCER: Arthur J. Gallagher Risk Management Services, Inc. 1289 Dering Way, Suite 208 Madison, WI 53717 |
|---|--|--|

ISSUED BY

Wright Specialty Insurance Agency, LLC

COMMERCIAL GENERAL LIABILITY POLICY

POLICY DECLARATIONS

POLICY PERIOD: FROM 7/1/2015 to 7/1/2016 12:01 A.M. AT THE INSURED'S MAILING ADDRESS

LIMITS OF INSURANCE

| | |
|---|-----------------------------|
| EACH OCCURRENCE | \$1,000,000 |
| GENERAL AGGREGATE | \$3,000,000 |
| PRODUCTS-COMPLETED OPERATIONS AGGREGATE | \$3,000,000 |
| PERSONAL & ADVERTISING INJURY | \$1,000,000 |
| DAMAGES TO PREMISES RENTED TO YOU | \$500,000 |
| MEDICAL EXPENSE | \$10,000 ANYONE PERSON |
| EMPLOYEE BENEFITS LIABILITY | \$1,000,000 EACH OCCURRENCE |
| | \$1,000,000 AGGREGATE LIMIT |
| RETRO DATE | 07/01/2002 |
| COMMERCIAL GENERAL LIABILITY POLICY TERMS AND CONDITIONS APPLY TO ALL PREMISES YOU OWN, RENT OR OCCUPY. | |
| TOTAL COMMERCIAL GENERAL LIABILITY PREMIUM | \$136,779 |
| TOTAL TRIA PREMIUM | \$527 |

Policy Number: CND-WI-EPP-27066-000

| | | |
|---|--|---|
| NAMED INSURED AND MAILING ADDRESS: Racine Unified School District 2220 Northwestern Avenue Racine, WI 53406 | INSURER: Catlin Indemnity Company 160 Greentree Drive, Suite 101 Dover, DE 19904 | PRODUCER: Arthur J. Gallagher Risk Management Services, Inc. 1289 Derring Way, Suite 208 Madison, WI 53717 |
|---|--|---|

ISSUED BY

Wright Specialty Insurance Agency, LLC
COMMERCIAL GENERAL LIABILITY POLICY
POLICY DECLARATIONS

POLICY PERIOD: FROM 7/1/2015 to 7/1/2016 12:01 A.M. AT THE INSURED'S MAILING ADDRESS

| CLASSIFICATIONS | CODE | RATE |
|-----------------|-------|----------|
| Public K - 8 | 47471 | INCLUDED |
| Public 9 - 12 | 47473 | INCLUDED |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEE BENEFITS LIABILITY COVERAGE

THIS ENDORSEMENT PROVIDES CLAIMS-MADE COVERAGE.
PLEASE READ THE ENTIRE ENDORSEMENT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Coverage | Limit Of Insurance | Each Employee Deductible | Premium |
|---|--------------------|--------------------------|----------|
| Employee Benefits Programs | \$1,000,000.00 | \$1,000.00 | \$250.00 |
| Retroactive Date: | 7/1/2002 | | |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations | | | |

A. The Following is added to **Section I - Coverages:**
COVERAGE - EMPLOYEE BENEFITS LIABILITY

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

1. Insuring Agreement

a. We Will pay those sums that the insured becomes legally obligated to pay as damages because of any act, error or omission, of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We Will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any "claim" or "suit" that may result. BUT:

- (1) The amount we will pay for damages is limited as described in Paragraph D. (Section III - Limits Of Insurance); and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgements or settlements

b. This insurance applies to damages only if:

- (1) The act, error or omission is negligently committed in the "administration" of your "employee benefit program";
- (2) The act, error or omission, did not take place before the Retroactive Date, if any, shown in the Schedule nor after the end of the policy period; and
- (3) A "claim" for damages, because of an act, error or omission, is first made against any insured, in accordance with Paragraph c. below, during the policy period or an Extended Reporting Period we provide under Paragraph F. of this endorsement

c. A "claim" seeking damages will be deemed to have been made at the earlier of the following times:

- (1) When notice of such "claim" is received and recorded by an insured or by us, whichever comes first, or

ADVERSE EVENT RESPONSE COVERAGE FOR SCHOOLS

CGL 76 13 01 12

THIS ENDORSEMENT CHANGES THIS POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Schedule

| | |
|---|-------------------|
| Aggregate Limit – Adverse Event Response Expenses and Loss | \$ 300,000 |
| Each Adverse Event Limit – Response Expenses and Loss | \$ 300,000 |
| Each Person Limit - Loss | \$ 50,000 |

This policy is amended to provide Adverse Event Response Coverage for Schools pursuant to the terms, definition, conditions and exclusions set forth below:

A. The following is added to SECTION I – COVERAGES:

ADVERSE EVENT RESPONSE COVERAGE FOR SCHOOLS

1. Insuring Agreement

a. Response Expenses

We will reimburse the Named Insured for “response expenses” that result from an “adverse event” to which this insurance applies, up to the amount of the Adverse Event Response Limit of Insurance, but only if the “response expenses” are incurred and reported to us within one year of the “adverse event.”

b. Loss

We will pay for a “loss” that results from an “adverse event” to which this insurance applies but only if the “loss” is incurred and reported to us within one year of the “adverse event.”

2. This insurance applies to an “adverse event” only if the “adverse event”:

- a.** First commences during the policy period; and
- b.** Takes place in the “coverage territory” on premises that you own or lease, or during activities that you sponsor.

3. Exclusions

a. War

“Response Expenses” arising directly or indirectly out of:

**DIRECTORS AND OFFICERS LIABILITY POLICY
DECLARATIONS**



Corporate Office
945 E. Paces Ferry Rd.
Suite 1800
Atlanta, GA 30326

| | | |
|---------------------|------------------------------------|-------------------------|
| COMPANY SYMBOL N | POLICY PREFIX & NUMBER HP662988 | RENEWAL OF NHP657913 |
|---------------------|------------------------------------|-------------------------|

●THIS IS A CLAIMS MADE POLICY. PLEASE READ IT CAREFULLY.●

THIS POLICY IS ISSUED BY: RSUI Indemnity Company (hereinafter referred to as the Insurer)

| | |
|--|-----------------------------|
| ITEM 1. INSURED'S NAME AND MAILING ADDRESS | PRODUCER'S NAME AND ADDRESS |
| RACINE UNIFIED SCHOOL DISTRICT 3109 MT. PLEASANT STREET RACINE, WI 53404 | |

IN CONSIDERATION OF THE PAYMENT OF THE PREMIUM, IN RELIANCE UPON THE STATEMENTS HEREIN OR ATTACHED HERETO, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, THE INSURER AGREES TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

ITEM 2. POLICY PERIOD:

FROM 7/1/2015 TO 7/1/2016 12:01 AM Standard Time at the Insured's address as stated herein

ITEM 3. LIMIT OF LIABILITY:

\$ 2,000,000 Aggregate Limit of Liability each policy period

ITEM 4. RETENTION:

| | |
|-------------------|----------------------------|
| \$ <u>0</u> | Insuring Agreement A |
| \$ <u>50,000</u> | Insuring Agreement B |
| \$ <u>50,000</u> | Insuring Agreement C |
| \$ <u>100,000</u> | Employment Practices Claim |

ITEM 5. PREMIUM:

\$ 62,150.00

ITEM 6. POLICY FORM AND ENDORSEMENTS MADE A PART OF THIS POLICY AT THE TIME OF ISSUE:

SEE RSG 200007 0204 - SUPPLEMENTAL DECLARATIONS - SCHEDULE OF ENDORSEMENTS; RSG 211003 0609 - DIRECTORS AND OFFICERS LIABILITY POLICY - NOT FOR PROFIT ORGANIZATION - 2009

To Report a Loss

- Dial toll-free #1 (844)777-8323 or visit our
- Website: <https://my.rpsins.com/claimsfnol>
- Contact Insurer directly (see policy section)

THESE DECLARATIONS TOGETHER WITH THE COMPLETED, SIGNED AND DATED APPLICATION, POLICY FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

RPSEXEC/SC/2015.07.30/PR

Countersigned: _____

July 24, 2015

DATE

AUTHORIZED REPRESENTATIVE

**DIRECTORS AND OFFICERS LIABILITY POLICY
SUPPLEMENTAL DECLARATIONS**



POLICY NUMBER: NHP662988

SCHEDULE OF ENDORSEMENTS

| TITLE | FORM NUMBER |
|--|-----------------|
| Disclosure Pursuant to Terrorism Risk Insurance Act | RSG 204123 0315 |
| Amended Definition of Insured Person - Additional Positions | RSG 204089 0204 |
| Amended Settlement Provision | RSG 204160 1210 |
| Cap on Losses From Certified Acts of Terrorism | RSG 204081 0315 |
| Exclusion - Amended Bodily Injury and Property Damage | RSG 216014 0609 |
| Exclusion - Prior and or Pending Litigation Backdated | RSG 206071 0204 |
| Exclusion - Professional Errors and Omissions With Educational Carve Back | RSG 216009 0204 |
| Exclusion - Sexual Misconduct and Child Abuse | RSG 206076 0204 |
| Full Severability | RSG 214044 0204 |
| Fully Non-Rescindable Coverage | RSG 204157 0808 |
| Insuring Agreement A - Separate Limit | RSG 204143 0407 |
| Modified Insured vs. Insured Exclusion (Carve Back Former D&O's) | RSG 216020 0609 |
| Severability of All Exclusions | RSG 204144 0407 |
| Severability of the Entity | RSG 214049 0407 |
| State Amendatory Discrepancy | RSG 204150 1207 |
| Sublimit - Defense Expenses - Wage and Hour Claims | RSG 204153 0609 |
| Sublimit-Defense Expense for Personal Injury Wrongful Acts | |
| Sublimit-IEP | |
| Sublimit-Integration and/or Desegregation | |
| Sublimit-Network and Information Security | |
| Sublimit-Telecommunications Claims | |
| Third Party Including Title IX Wording | |
| Wisconsin Changes - Amendment of Policy Conditions | RSG 212002 0204 |
| Wisconsin Changes - Cancellation and Nonrenewal | RSG 203037 0611 |
| Wisconsin Important Information to Policyholders Right to File a Complaint | RSG 99001 0803 |

June 30, 2014

Arthur J. Gallager
1289 Deming Way #208
Madison, WI 53717

Re: Racine Unified School District
Effective Date 7/1/2014
Policy No: BD1-1820058
Issuing Company: the Hanover Insurance Company

Dear Sherry,

Thank you for your order to bind the above referenced proposal:

| INSURING AGREEMENTS | Limit | Deductible Amount |
|---|--------------|--------------------------|
| 1. Employee Theft – Per Loss | \$500,000 | \$1,000 |
| 2. Employee Theft – Per Employee | Not Covered | Not Covered |
| 3. Forgery Or Alteration | \$100,000 | \$1,000 |
| 4. Inside The Premises - Theft of Money And Securities | \$15,000 | \$1,000 |
| 5. Inside The Premises - Robbery Or Safe Burglary Of Other Property | Not Covered | Not Covered |
| 6. Outside The Premises | \$15,000 | \$1,000 |
| 7. Computer Fraud | \$100,000 | \$1,000 |
| 8. Funds Transfer Fraud | \$100,000 | \$1,000 |
| 9. Money Orders And Counterfeit Paper Currency | Not Covered | Not Covered |
| One Year Premium | | \$6,973 |
| Three Year Premium | | \$20,919 |
| Commission: 20% | | |

This binder is subject to receipt, review and acceptability of the following:

N/A

Endorsements – as expiring:

CR 2508, CR 2513, Endorsement A, Endorsement, B CR 02 45

Should you have any questions, please do not hesitate to call.

Regards,
Dana Carter
Underwriter



Chubb Equipment Breakdown Defender

Premium Summary

Named Insured and Mailing Address

RACINE UNIFIED SCHOOL DISTRICT
3109 MT. PLEASANT ST.
RACINE, WI 53404

Producer No. 0030391

Producer ARTHUR J GALLAGHER RISK MANAGEMENT SERVICES, INC.
TWO PIERCE PLACE
ITASCA, IL 60143-0000

Chubb Group of Insurance Companies
15 Mountain View Road
Warren, NJ 07059

Policy Number 7643-59-05 WUC

Effective Date JULY 01, 2015

Issued by the stock insurance company indicated below, herein called the company.

FEDERAL INSURANCE COMPANY

Incorporated under the laws of
INDIANA

Policy Period

From: JULY 1, 2015 To: JULY 1, 2016
12:01 A.M. standard time at the Named Insured's mailing address shown above.

Premium Payment

The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums we pay.

| Coverage | Premium * |
|------------------------------------|---------------------|
| Property Damage | \$ 13,410.00 |
| Business Income With Extra Expense | \$Included |
| TOTAL | \$ 13,410.00 |



Chubb Equipment Breakdown Defender

Declarations

Chubb Group of Insurance Companies
15 Mountain View Road
Warren, NJ 07059

Named Insured and Mailing Address

RACINE UNIFIED SCHOOL DISTRICT
3109 MT. PLEASANT ST.
RACINE, WI 53404

Policy Number 7643-59-05 WUC

Effective Date JULY 01, 2015

Issued by the stock insurance company indicated below, herein called the company.

FEDERAL INSURANCE COMPANY

Producer No. 0030391

Incorporated under the laws of INDIANA

Producer ARTHUR J GALLAGHER RISK MANAGEMENT SERVICES, INC.
TWO PIERCE PLACE
ITASCA, IL 60143-0000

Policy Period

From: JULY 1, 2015 To: JULY 1, 2016
12:01 A.M . standard time at the Named Insured's mailing address shown above.

Deductible

\$1,000

The deductible shown above applies to all coverages, except Business Income and Extra Expense, and all premises shown in this and all other property declarations, unless a specific deductible is shown following a coverage.

Waiting Period

12 HOURS

The waiting period shown above applies to all business income coverages and all premises shown in this and all other property declarations, unless a specific waiting period is shown following a business income coverage.

The following displays the coverages provided at the premises stated below:

Premises Coverages

Premises Coverages - Blanket Limits

| | |
|----------------------------|----------------|
| BLANKET LIMIT OF INSURANCE | \$ 150,000,000 |
| EXTENDED PERIOD | |
| NUMBER OF DAYS | Unlimited |
| BLANKET WAITING PERIOD | Included in PD |

COVERAGES

PROPERTY DAMAGE
BUSINESS INCOME WITH EXTRA EXPENSE



Chubb Equipment Breakdown Defender

Supplementary Declarations – Property

Chubb Group of Insurance Companies
15 Mountain View Road
Warren, NJ 07059

Named Insured and Mailing Address

RACINE UNIFIED SCHOOL DISTRICT
3109 MT. PLEASANT ST.
RACINE, WI 53404

Policy Number 7643-59-05 WUC

Effective Date JULY 01, 2015

Issued by the stock insurance company indicated below, herein called the company.

FEDERAL INSURANCE COMPANY

Incorporated under the laws of
INDIANA

Producer No. 0030391

Producer ARTHUR J GALLAGHER RISK MANAGEMENT SERVICES, INC.
TWO PIERCE PLACE
ITASCA, IL 60143-0000

Policy Period

From: JULY 1, 2015 To: JULY 1, 2016
12:01 A.M. standard time at the Named Insured's mailing address shown above.

Covered Premises \$250,000 Blanket Limit Of Insurance

The Blanket Limit Of Insurance shown above applies only for the Premises Coverages shown below. Unless otherwise stated, this Blanket Limit Of Insurance applies separately at each covered premises shown in the Declarations. This Blanket Limit Of Insurance applies in excess of the applicable deductible shown in the Declarations.

At time of loss, the first Named Insured may elect to apportion this Blanket Limit Of Insurance to one or any combination of the Premises Coverages shown, but under no circumstance will the aggregate apportionment be permitted to exceed the Blanket Limit Of Insurance shown above at any one covered premises. For the purpose of the application of this \$250,000 Blanket Limit Of Insurance, all property at one premises shall constitute a single premises.

Separate specific Limits Of Insurance may be purchased for each of these Premises Coverages. If purchased, these Limits Of Insurance and any applicable deductible will be shown in the Declarations with the Premises Coverages. If no deductible is shown in the Declarations with the Premises Coverages, then the Property Damage Deductible will apply. When a specific Limit Of Insurance is purchased for any of these Premises Coverages, such specific Limit Of Insurance will apply in addition to whatever amount the first Named Insured apportions to that coverage at time of loss as provided in the previous paragraphs.

Coverages Included In The Blanket Limit Of Insurance:

ELECTRONIC DATA
EXPEDITING EXPENSES
PUBLIC SAFETY SERVICE CHARGES
SPOILAGE – SCHEDULED LOCATIONS
SPOILAGE – UTILITY OWNED EQUIPMENT
WATER DAMAGE

Property Coverages

The Limits Of Insurance shown below:

- are provided for the Premises Coverages and Additional Coverages shown at no additional cost to you;
- apply separately at each premises shown in the Declarations, except for Off Premises Property Damage, which applies anywhere within the Coverage Territory; and
- do not apply when the applicable coverage has been excluded as shown in the Declarations or by endorsement to this policy.

The Limits Of Insurance for:

- Debris Removal; and
- Preparation Of Loss Fees; and
- Unintentional Errors Or Omissions

applies separately at each premises shown in the Declarations or anywhere within the Coverage Territory.

You may purchase increased Limits Of Insurance, and we will charge you an additional premium. If you purchase increased Limits Of Insurance for any of these coverages, the Limits Of Insurance shown in the Declarations will reflect your total Limit Of Insurance, including the Limits Of Insurance shown below. Any applicable deductible will be shown in the Declarations with the coverage. If no deductible is shown in the Declarations with the coverage, then the Property Damage Deductible will apply.

Property Coverages

Limit Of Insurance

| | |
|-----------------------------------|------------|
| AMMONIA CONTAMINATION | \$ 100,000 |
| DEBRIS REMOVAL | \$ 100,000 |
| FUNGUS CLEAN-UP OR REMOVAL | \$ 50,000 |
| OFF PREMISES PROPERTY DAMAGE | \$ 50,000 |
| PAIR AND SET | \$ 50,000 |
| POLLUTANT CLEAN-UP OR REMOVAL | \$ 50,000 |
| PREPARATION OF LOSS FEES | \$ 50,000 |
| UNINTENTIONAL ERRORS OR OMISSIONS | \$ 50,000 |

Authorized Representative





Chubb Equipment Breakdown Defender

Supplementary Declarations – Business Income

Chubb Group of Insurance Companies
15 Mountain View Road
Warren, NJ 07059

Named Insured and Mailing Address

RACINE UNIFIED SCHOOL DISTRICT
3109 MT. PLEASANT ST.
RACINE, WI 53404

Policy Number 7643-59-05 WUC

Effective Date JULY 01, 2015

Issued by the stock insurance company indicated below, herein called the company.

FEDERAL INSURANCE COMPANY

Incorporated under the laws of
INDIANA

Producer No. 0030391

Producer ARTHUR J GALLAGHER RISK MANAGEMENT SERVICES, INC.
TWO PIERCE PLACE
ITASCA, IL 60143-0000

Policy Period

From: JULY 1, 2015 To: JULY 1, 2016
12:01A.M. standard time at the Named Insured's mailing address shown above.

Additional Business Income Coverages

The Limits Of Insurance shown below are provided for the Premises Coverages and Additional Coverages shown at no additional cost to you. You may purchase increased Limits Of Insurance, and we will charge you an additional premium. If you purchase increased Limits Of Insurance for any of these coverages, the Limits Of Insurance shown in the Declarations will reflect your total Limit Of Insurance, including the Limits Of Insurance shown below.

Except for Dependent Business Premises and Preparation Of Loss Fees, the Limits Of Insurance shown below apply at each premises for which you have purchased a Limit Of Insurance for Business Income as shown in the Declarations.

The Limit Of Insurance for Dependent Business Premises applies:

- at each of your premises for which you have purchased a Limit Of Insurance for Business Income as shown in the Declarations;
- separately to each **occurrence**, regardless of the number of **dependent business premises** that sustain covered direct physical damage; and

- only if such direct physical damage causes a business income or extra expense loss at your premises for which you have purchased a Limit Of Insurance for Business Income as shown in the Declarations,

provided that actual loss for such premises is the direct result of direct physical damage caused by or resulting from **breakdown to covered property of a dependent business premises.**

If you increase the \$100,000 Limit of Insurance for Dependent Business Premises as provided for in this Supplementary Declarations, such increased limit of insurance:

- will be shown in the Declarations and will reflect your total Dependent Business Premises Limit of Insurance; and
- is the most we will pay in any **occurrence** at all premises for which a Limit Of Insurance for Business Income is shown in the Declarations.

The Limit Of Insurance for Preparation Of Loss Fees applies at each premises shown in the Declarations or anywhere within the Coverage Territory.

Business Income Coverages

Limit Of Insurance

| | |
|--------------------------------------|------------|
| <i>DEPENDENT BUSINESS PREMISES</i> | \$ 100,000 |
| <i>LOSS OF UTILITIES</i> | \$ 100,000 |
| <i>POLLUTANT CLEAN-UP OR REMOVAL</i> | \$ 50,000 |
| <i>PREPARATION OF LOSS FEES</i> | \$ 50,000 |

Authorized Representative



Racine Unified School District

Marketplace Review

We approached the following carriers in an effort to provide the most comprehensive and cost effective insurance program.

| INSURANCE COMPANY | LINE OF COVERAGE | RESPONSE |
|--|---|-------------------|
| Liberty Insurance Corporation | General Liability Business Auto | Quoted |
| Catlin Indemnity Company | General Liability Business Auto Umbrella Property Inland Marine | Quoted |
| RSUI Indemnity Company | D & O - Educators Legal Liability | Quoted |
| Allied World Surplus Lines Insurance Company | D & O - Educators Legal Liability | Quoted |
| Ohio Casualty Insurance Company | Umbrella | Quoted |
| Federal Insurance Company | Equipment Breakdown | Quoted |
| Hanover Insurance Company | Crime | Quoted |
| Lloyds of London | Cyber Liability | Quoted |
| Liberty Mutual Insurance Corporation | Property | Declined to quote |
| XL | D and O | Declined to quote |

*The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

Racine Unified School District

Insurance Company Ratings and Admitted Status

| PROPOSED INSURANCE COMPANIES | A.M. BEST'S RATING | ADMITTED / NON-ADMITTED |
|--|--------------------|-------------------------|
| Allied World Surplus Lines Insurance Company | A XV | Non-Admitted |
| Catlin Indemnity Company | A XV | Admitted |
| Federal Insurance Company | A++ XV | Admitted |
| Hanover Insurance Company | A XV | Admitted |
| Liberty Insurance Corporation | A XV | Admitted |
| Ohio Casualty Insurance Company | A XV | Admitted |
| RSUI Indemnity Company | A+ XIII | Admitted |
| Lloyds of London | AXV | Non- Admitted |

If the above indicated coverage is placed with a Non-Admitted Carrier, the carrier is doing business in the state as a surplus lines or non-admitted carrier. As such, this carrier is not subject to the same regulations which apply to an admitted carrier nor do they participate in any insurance guarantee fund applicable in that state.

*The above A.M. Best Rating was verified on the date the proposal document was created.

Guide to Best Ratings Rating Levels and Categories

| LEVEL | CATEGORY | Financial Size Categories <i>(In \$000 of Reported Policyholders' Surplus Plus Conditional Reserve Funds)</i> | | | |
|---------|------------------------------|--|--------------------|----------|------------------------|
| A++, A+ | Superior | FSC I | Up to 1,000 | FSC IX | 250,000 to 500,000 |
| A, A- | Excellent | FSC II | 1,000 to 2,000 | FSC X | 500,000 to 750,000 |
| B++, B+ | Good | FSC III | 2,000 to 5,000 | FSC XI | 750,000 to 1,00,000 |
| B, B- | Fair | FSC IV | 5,000 to 10,000 | FSC XII | 1,000,000 to 1,250,000 |
| C++, C+ | Marginal | FSC V | 10,000 to 25,000 | FSC XIII | 1,250,000 to 1,500,000 |
| C, C- | Weak | FSC VI | 25,000 to 50,000 | FSC XIV | 1,500,000 to 2,000,000 |
| D | Poor | FSC VII | 50,000 to 100,000 | FSC XV | 2,000,000 or more |
| E | Under Regulatory Supervision | FSC VIII | 100,000 to 250,000 | | |
| F | In Liquidation | | | | |
| \$ | Suspended | | | | |

Best's Insurance Reports, published annually by A.M. Best Company, Inc., presents comprehensive reports on the financial position, history, and transactions of insurance companies operating in the United States and Canada. Companies licensed to do business in the United States are assigned a Best's Rating which attempts to measure the comparative position of the company or association against industry averages.

A Best's Financial Strength Rating opinion addresses the relative ability of an insurer to meet its ongoing insurance obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. View the A.M. Best Important Notice: Best's Credit Ratings for a disclaimer notice and complete details at <http://www.ambest.com/ratings/notice>.

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Racine Unified School District

Insurance Company Ratings and Admitted Status (Cont.)

| GUIDE TO BEST'S FINANCIAL STRENGTH RATINGS | | | |
|---|---|---|---|
| A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. The rating is based on a comprehensive quantitative and qualitative evaluation of a company's balance sheet strength, operating performance and business profile. | | | |
| Best's Financial Strength Ratings | | | |
| | Rating | Descriptor | Definition |
| Secure | A++, A+ | Superior | Assigned to companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations. |
| | A, A- | Excellent | Assigned to companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations. |
| | B++, B+ | Good | Assigned to companies that have, in our opinion, a good ability to meet their ongoing insurance obligations. |
| Vulnerable | B, B- | Fair | Assigned to companies that have, in our opinion, a fair ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions. |
| | C++, C+ | Marginal | Assigned to companies that have, in our opinion, a marginal ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions. |
| | C, C- | Weak | Assigned to companies that have, in our opinion, a weak ability to meet their ongoing insurance obligations. Financial strength is very vulnerable to adverse changes in underwriting and economic conditions. |
| | D | Poor | Assigned to companies that have, in our opinion, a poor ability to meet their ongoing insurance obligations. Financial strength is extremely vulnerable to adverse changes in underwriting and economic conditions. |
| | E | Under Regulatory Supervision | Assigned to companies (and possibly their subsidiaries/affiliates) placed under a significant form of regulatory supervision, control or restraint - including cease and desist orders, conservatorship or rehabilitation, but not liquidation - that prevents conduct of normal, ongoing insurance operations. |
| | F | In Liquidation | Assigned to companies placed in liquidation by a court of law or by a forced liquidation. |
| | S | Suspended | Assigned to rated companies when sudden and significant events impact operations and rating implications cannot be evaluated due to a lack of timely or adequate information; or in cases where continued maintenance of the previously published rating opinion is in violation of evolving regulatory requirements. |
| Rating Modifiers | | | |
| Modifier | Descriptor | Definition | |
| u | Under Review | Indicates the rating may change in the near term, typically within six months. Generally is event driven, with positive, negative or developing implications. | |
| pd | Public Data | Indicates rating assigned to insurer that chose not to participate in A.M. Best's interactive rating process. (Discontinued in 2010) | |
| s | Syndicate | Indicates rating assigned to a Lloyd's syndicate. | |
| Rating Outlooks | | | |
| Indicates potential direction of a Best's Financial Strength Rating over an intermediate term, generally defined as 12 to 36 months. | | | |
| Positive | Indicates possible rating upgrade due to favorable financial/market trends relative to the current rating level. | | |
| Negative | Indicates possible rating downgrade due to unfavorable financial/market trends relative to the current rating level. | | |
| Stable | Indicates low likelihood of a rating change due to stable financial/market trends. | | |
| Under Review Implications | | | |
| Indicates the potential direction of a Best's Financial Strength Rating that is in Under Review status based on information currently available. | | | |
| Positive | Indicates there is a reasonable likelihood the company's rating will be raised as a result of A.M. Best's analysis of a recent event. | | |
| Negative | Indicates there is a reasonable likelihood the company's rating will be lowered as a result of A.M. Best's analysis of a recent event. | | |
| Developing | Indicates there is uncertainty as to the final rating outcome, but there is a reasonable likelihood the company's rating will change as a result of A.M. Best's analysis of a recent event. | | |
| Not Rated Designation | | | |
| NR: Assigned to companies that are not rated by A.M. Best. | | | |
| Rating Disclosure | | | |
| A Best's Financial Strength Rating opinion addresses the relative ability of an insurer to meet its ongoing insurance obligations. The ratings are not assigned to specific insurance policies or contracts and do not address any other risk, including, but not limited to, an insurer's claims-payment policies or procedures; the ability of the insurer to dispute or deny claims payment on grounds of misrepresentation or fraud; or any specific liability contractually borne by the policy or contract holder. A Best's Financial Strength Rating is not a recommendation to purchase, hold or terminate any insurance policy, contract or any other financial obligation issued by an insurer, nor does it address the suitability of any particular policy or contract for a specific purpose or purchaser. In arriving at a rating decision, A.M. Best relies on third-party audited financial data and/or other information provided to it. While this information is believed to be reliable, A.M. Best does not independently verify the accuracy or reliability of the information. For additional details, see A.M. Best's Terms of Use at www.ambest.com . | | | |
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Loss Run for NHP662988 - Racine Unified School District

Insured Name: **Racine Unified School District** Policy No: **NHP662988 0** Term: **7/1/2015 - 7/1/2016** Underwriter: **Chasse, Kristy**
 Policy Limit: **\$2,000,000** Claim Prof: **Magaro**

Claim No: **7030090488** Status: **O** Date of Loss: **7/14/2015** Location of Loss: **Racine, WI**
 Date Reported: **7/14/2015** Loss Description: **Summary - On July 14, 2015, RIC received a copy of correspondence sent from U.S. Department of Education, Office for Civil Rights (OCR) dated July 13, 2015. The OCR letter indicates that they have opened an investigation. Insured received correspondence from OCR investigator which included request for information. Claimant apparently filed with OCR includes allegations of discrimination based on disability.**

| Claimants: | Suffix | Claimant | Status | Paid |
|------------|--------|----------|--------|--------|
| | 00 | | O | \$0.00 |

Claim No: **7030093809** Status: **O** Date of Loss: **10/29/2015** Location of Loss: **Racine, WI**
 Date Reported: **10/30/2015** Loss Description: **Summary - On October 30, 2015, RIC received notice of an attorney letter dated October 29, 2015, which the insured received from Attorney C.J. Szafir with the Wisconsin Institute for Law & Liberty. The allegations include illegally denying transportation to children who attend private schools based on discrimination and alleged violation of the U.S. and Wisconsin Equal Protection Clause.**

| Claimants: | Suffix | Claimant | Status | Paid |
|------------|--------|----------|--------|--------|
| | 00 | | O | \$0.00 |
| | 01 | | O | \$0.00 |
| | 02 | | O | \$0.00 |

| Policy Gross Incurred | Paid |
|-----------------------|--------|
| Indemnity | \$0.00 |
| Expense | \$0.00 |
| Total | \$0.00 |

Insured Name: **Racine Unified School District** Policy No: **NHP657913 0** Term: **7/1/2014 - 7/1/2015** Underwriter: **Chasse, Kristy**
 Policy Limit: **\$2,000,000** Claim Prof: **Magaro**

Claim No: **7030079798** Status: **C** Date of Loss: **8/12/2014** Location of Loss: **Racine, WI**
 Date Reported: **8/12/2014** Loss Description: **Claimant alleges racial hostility**

| Claimants: | Suffix | Claimant | Status | Paid |
|------------|--------|----------|--------|--------|
| | 00 | | C | \$0.00 |



Loss Run for NHP662988 - Racine Unified School District

| Claim No: | Status: | Date of Loss: | Date Reported: | Claimants: | Suffix | Location of Loss: | Loss Description: | Claimant | Status | Paid |
|------------|---------|---------------|----------------|------------|--------|-------------------|--|----------|--------|--------|
| 7030080265 | C | 9/8/2014 | 9/12/2014 | | 00 | Racine, WI | Alleged discrimination based on disability | | C | \$0.00 |
| 7030083500 | C | 12/5/2014 | 12/17/2014 | | 00 | Racine, WI | | | C | \$0.00 |
| | | | | | 01 | | | | C | \$0.00 |
| | | | | | 02 | | | | C | \$0.00 |
| 7030084428 | O | 1/20/2015 | 1/20/2015 | | 00 | Racine, WI | On January 20, 2015, RIC received notice regarding a Discrimination Complaint, Wisconsin Fair Employment Law. Insured received notice of complaint of discrimination on January 20, 2015 filed with Department of Workforce Development, Equal Rights Division (ERD) and Equal Employment Opportunity Commission (EEOC). The complaint was filed by which alleges discrimination based on disability. | | O | \$0.00 |
| 7030086046 | O | 3/10/2015 | 3/11/2015 | | 00 | Racine, WI | Suit alleges deprivation of civil rights, discrimination. | | O | \$0.00 |
| 7030087071 | O | 4/16/2015 | 4/16/2015 | | 00 | Racine, WI | Summary - RIC received notice of issues on April 16, 2015. Insured received correspondence on April 16, 2015 from Attorney Ronald Bornstein notifying of circumstances related to a bodily injury. is a student who was involved in an incident at recess on March 19, 2015. The letter indicates that both and his mother, , sustained injury. At this time, the insured has received no documentation regarding specific demands made by claimant. | | O | \$0.00 |



Loss Run for NHP662988 - Racine Unified School District

01 McFarland, Nakreisha O \$0.00 \$0.00

Claim No: 7030089365 Status: O Date of Loss: 6/16/2015 Location of Loss: Racine, WI
Date Reported: 6/16/2015 Loss Description: On June 16, 2015, RIC received a copy of notice regarding a Discrimination Complaint, Wisconsin Fair Employment Law. The Complaint was filed with the Equal Employment Opportunity Commission (EEOC) and the Department of Workforce Development, Equal Rights Division (ERD) dated June 4, 2015. On June 16, 2015, the insured received notice of complaint alleging that insured discriminated or took action against claimant based on age.

Claimants: Suffix 00 Claimant Status Paid

| | |
|-----------------------|--------|
| Policy Gross Incurred | Paid |
| Indemnity | \$0.00 |
| Expense | \$0.00 |
| Total | \$0.00 |

Insured Name: Racine Unified School District Policy No: NHP652214 0 Term: 7/1/2013 - 7/1/2014 Underwriter: Chasse, Kristy
Policy Limit: \$2,000,000 Claim Prof: Magaro

Claim No: 7030069752 Status: O Date of Loss: 10/22/2013 Location of Loss: RACINE, WI
Date Reported: 10/23/2013 Loss Description: DISCRIMINATION BASED ON DISABILITY
Claimants: Suffix 00 Claimant Status Paid

Claim No: 7030072475 Status: C Date of Loss: 1/28/2014 Location of Loss: Racine, WI
Date Reported: 1/28/2014 Loss Description: Sexual misconduct as a result of failure to supervise.
Claimants: Suffix 00 Claimant Status Paid

Claim No: 7030073399 Status: C Date of Loss: 2/21/2014 Location of Loss: Racine, WI
Date Reported: 2/24/2014 Loss Description: Notice of Claim alleges bodily injury.
Claimants: Suffix 00 Claimant Status Paid



Data Processing Amendment to Google Apps Agreement

The Customer agreeing to these terms (“**Customer**”) and Google Inc., Google Ireland Limited, Google Commerce Limited or Google Asia Pacific Pte. Ltd. (as applicable, “**Google**”) have entered into a Google Apps Enterprise Agreement, Google Apps for Business Agreement, Google Apps Enterprise via Reseller Agreement, Google Apps for Business via Reseller Agreement, Google Apps for Education Agreement, or Google Apps for Education via Reseller Agreement, as applicable, (as amended to date, the “**Google Apps Agreement**”). This amendment (the “**Data Processing Amendment**”) is entered into by Customer and Google as of the Amendment Effective Date and amends the Google Apps Agreement. The “**Amendment Effective Date**” is the date Customer accepts this Data Processing Amendment by clicking to accept these terms.

If you are accepting on behalf of Customer, you represent and warrant that: (i) you have full legal authority to bind your employer, or the applicable entity, to these terms and conditions; (ii) you have read and understand this Data Processing Amendment; and (iii) you agree, on behalf of the party that you represent, to this Data Processing Amendment. If you do not have the legal authority to bind Customer, please do not click the “I Accept” button below.

1. Introduction.

This Data Processing Amendment reflects the parties’ agreement with respect to terms governing the processing of Customer Data under the Google Apps Agreement.

2. Definitions.

2.1 Capitalized terms used but not defined in this Data Processing Amendment will have the meaning provided in the Google Apps Agreement. In this Data Processing Amendment, unless expressly stated otherwise:

“**Additional Products**” means products, services and applications (whether made available by Google or a third party) that are not part of the Services.

“**Advertising**” means online advertisements displayed by Google to End Users, excluding any advertisements Customer expressly chooses to display in connection with the Services under a separate agreement (for example, Google AdSense advertisements implemented by Customer on a website created by Customer using the “Google Sites” functionality within the Services).

“**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with a party.

“**Agreement**” means the Google Apps Agreement and this Data Processing Amendment.

“**Customer Data**” means data (which may include personal data and the categories of data referred to in Appendix 1) submitted, stored, sent or received via the Services by Customer, its Affiliates or End Users.

“**Data Protection Legislation**” means the national provisions adopted pursuant to the Directive,

applicable to the Customer and the Customer Affiliates (if applicable) as the controller of the Customer Data and the Federal Data Protection Act of 19 June 1992 (Switzerland), as applicable.

“**Directive**” means Directive 95/46/EC of the European Parliament and of the Council on the Protection of Individuals with Regard to the Processing of Personal Data and on the Free Movement of Such Data.

“**Google Group**” means those Google Affiliates that may be used to provide the Services to Customer.

“**Instructions**” means instructions provided by Customer via the Admin Console, instructions initiated by the Customer and End Users in their use of the Services, the written instructions of the Customer specified in this Agreement (as amended or replaced) and any subsequent written instructions from the Customer to Google and acknowledged by Google.

“**Model Contract Clauses**” means the standard contractual clauses (processors) for the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection.

“**Safe Harbor Privacy Principles**” means the U.S. Department of Commerce Safe Harbor framework requirements as set out at the following URL: http://export.gov/safeharbor/eu/eg_main_018475.asp, or any replacement framework or URL from time to time.

“**Security Incident**” means accidental or unlawful distribution or accidental loss, alteration, or unauthorised disclosure or access to Customer Data by Google, its Subprocessors or any third party, provided that such incident is not directly or indirectly caused by Customer’s or End User’s act or omission.

“**Security Measures**” has the meaning given in Section 6.1 of this Data Processing Amendment.

“**Subprocessors**” means those members of the Google Group and Third Party Suppliers that have logical access to, and process, Customer Data.

“**Services**” means

(a) for purposes of this Data Processing Amendment, those services defined as the “Google Apps Core Services” (including updates and upgrades to such Services) under the Agreement which are more fully described at the following URL: www.google.com/apps/intl/en/terms/user_features.html, as such URL may be updated from time to time by Google; and

(b) for purposes of all provisions of this Data Processing Amendment except Sections 6.4, 6.5, 6.6 and 6.7, Google Classroom as more fully described at the above-mentioned URL.

“Third Party Suppliers” means the third party suppliers engaged by the Google Group for the purposes of processing Customer Data in the context of the provision of the Services. Additional information about Third Party Suppliers is available at the following URL: www.google.com/intl/en/work/apps/terms/subprocessors.html, as such URL may be updated from time to time by Google. The information available at the URL is accurate at the time of publication.

2.2. The terms “personal data”, “processing”, “controller” and “processor” will have the meanings ascribed to them in the Directive.

3. **Term.**

This Data Processing Amendment will automatically terminate upon the expiry or termination of the Google Apps Agreement.

4. **Data Protection Legislation.**

The parties agree and acknowledge that the Data Protection Legislation applies to the processing of Customer Data.

5. **Processing of Customer Data.**

5.1. **Processor.** With respect to Customer Data under this Agreement, the parties acknowledge and agree that Customer is the controller and Google is a processor. Customer will comply with its obligations as a controller and Google will comply with its obligations as a processor under the Agreement. Where a Customer Affiliate is the controller (either alone or jointly with the Customer) with respect to certain Customer Data, Customer represents and warrants to Google that it is authorized to instruct Google and otherwise act on behalf of such Customer Affiliate in relation to the Customer Data in accordance with the Agreement, as amended.

5.2. **Scope of Processing.** Google will process Customer Data in accordance with Customer’s Instructions. Customer instructs Google to process Customer Data to: (i) provide the Services (which includes the detection, prevention and resolution of security and technical issues) and (ii) respond to customer support requests.

5.3. **Processing Restrictions.** Google will only process Customer Data in accordance with this Agreement and will not process Customer Data for any other purpose. For clarity, and notwithstanding any other term in the Agreement, Google will not serve Advertising in the Services or use Customer Data for Advertising purposes.

5.4. **Other Services.** Customer acknowledges that if it installs, uses, or enables Additional Products that interoperate with the Services but are not part of the Services itself, then the Services may allow such Additional Products to access Customer Data as required for the interoperation of those Additional Products with the Services. The Agreement does not apply to the processing of data transmitted to and from such other Additional Products. Such separate Additional Products are not required to use the Services and may be restricted for use as determined by Customer’s system administrator in accordance with the Agreement.

6. Data Security.

6.1. **Security Measures.** Google will take and implement appropriate technical, administrative and organizational measures designed to protect Customer Data against a Security Incident ("**Security Measures**"). As of the Amendment Effective Date Google has implemented the Security Measures in Appendix 2. Google may update or modify such Security Measures from time to time provided that such updates and modifications do not result in the material degradation of the security of the Services. Customer agrees that Google has no obligation to protect Customer Data that Customer elects to store outside of Google's and its Subprocessors systems (eg., offline or on-premise storage).

6.2. **Google Staff.** Google will take appropriate steps to ensure compliance with the Security Measures by its employees, contractors and Subprocessors to the extent applicable to their scope of performance.

6.3. **Security Incident.** If Google becomes aware of a Security Incident, Google will notify Customer of such Security Incident as soon as reasonably practicable, having regard to the nature of such Security Incident. Google will use commercially reasonable efforts to work with Customer in good faith to address any known breach of Google's security obligations under the Agreement. Customer is solely responsible for fulfilling any third party notification obligations.

6.4. **Security Certification.** During the Term, Google will maintain its ISO/IEC 27001:2005 Certification or a comparable certification ("**ISO Certification**") for the Services.

6.5. **Security Audit.** During the Term, Google will maintain its Statement on Standards for Attestation Engagements (SSAE) No. 16 Type II / International Standards for Assurance Engagements (ISAE) No. 3402 report (or a comparable report) on Google's systems examining logical security controls, physical security controls, and system availability ("**Audit Report**") as related to the Services.

6.6. **Distribution of Audit Report.** Google will update the Audit Report, at least every eighteen (18) months. A summary of the Audit Report is available on Google's website.

6.7. **Audit Rights.** Google has included the security certification and audit obligations in Sections 6.4, 6.5 and 6.6 of this Data Processing Amendment at the request of the Customer, and where Customer or a Customer Affiliate has entered into the Model Contract Clauses with a Google Group entity as described under Section 10.3 (Model Contract Clauses), Customer agrees that the security certification and audit obligations of this Data Processing Amendment will be deemed to fully satisfy the audit rights granted under clauses 5(f) and 12(2) of such Model Contract Clauses with respect to Customer and any applicable authorized Customer Affiliate.

7. Data Correction, Blocking and Deletion.

7.1. **Customer and End User Deletion.** For the term of the Agreement Google will provide Customer or End Users with the ability to correct, block, export and delete Customer Data in a manner consistent with the functionality of the Services. Once Customer or End User deletes Customer Data and such Customer Data cannot be recovered by the Customer or End User, such as from the "trash" ("Customer-Deleted Data"), Google will delete such Customer-Deleted Data from its systems as soon as reasonably practicable and within a maximum period of 180 days.

7.2. **Deletion on Termination**. On expiry or termination of the Google Apps Agreement, Google will delete all Customer-Deleted Data from its systems as soon as reasonably practicable and within a maximum period of 180 days.

8. **Access to Data**.

Google will make available to Customer the Customer Data in accordance with the terms of the Agreement in a manner consistent with the functionality of the Services, including the applicable SLA. To the extent Customer, in its use and administration of the Services, does not have the ability to amend or delete Customer Data, (as required by applicable law) or migrate Customer Data to another system or service provider, Google will comply with any reasonable requests by Customer to assist in facilitating such actions to the extent Google is legally permitted to do so and has reasonable access to the Customer Data.

9. **Data Privacy Officer**.

The Data Privacy Officer for Google Apps can be contacted at: enterprise-dpo@google.com.

10. **Data Transfers**.

10.1. **Data Transfers**. As part of providing the Services, Google may transfer, store and process Customer Data in the United States or any other country in which Google and its Subprocessors maintain facilities.

10.2. **Safe Harbor**. During the Term, Google will ensure that Google Inc. remains enrolled in the U.S Department of Commerce Safe Harbor Program (“Safe Harbor”) or adopts an alternative compliance solution that achieves compliance with the terms of the Directive for transfers of personal data to a third country. While Google Inc. remains enrolled in Safe Harbor: (i) the scope of Google Inc.’s Safe Harbor certification will include Customer personal data; and (ii) the Google Group’s processing practices in respect of Customer personal data will remain consistent with those described in Google Inc.’s Safe Harbor certification and the Safe Harbor Privacy Principles.

10.3. **Model Contract Clauses**. During the Term Customer (or an authorized Customer Affiliate established in the European Economic Area) may enter into Model Contract Clauses with Google Inc.

11. **Subprocessors**.

11.1 **Subprocessors**. Google may engage Subprocessors to provide parts of the Services.

11.2 **Processing Restrictions**. Google will ensure that Subprocessors only access and use Customer Data in accordance with the terms of the Agreement and that they are bound by written obligations: (i) that require them to provide at least the level of data protection required by the Safe Harbor Privacy Principles; and (ii) if Customer (or an authorized Customer Affiliate established in the European Economic Area) has entered into Model Contract Clauses with Google Inc., that impose the level of data protection required by the Model Contract Clauses.

11.3 **Customer Consent to Subprocessing.** Customer consents to Google subcontracting the processing of Customer Data to Subprocessors in accordance with the terms of the Agreement. If Customer (or an authorized Customer Affiliate established in the European Economic Area) enters into Model Contract Clauses with Google Inc., Customer consents to Google Inc. subcontracting the processing of Customer Data in accordance with the terms of the Model Contract Clauses.

11.4 **Additional information.** At the written request of the Customer, Google will provide additional information regarding Third Party Suppliers and their locations. Customer will send such requests to the Data Privacy Officer for Google Apps at: enterprise-dpo@google.com.

12. **Third Party Beneficiary.**

Notwithstanding anything to the contrary in the Agreement, where Google Inc., is not a party to the Agreement, Google Inc. will be a third party beneficiary of Section 6.7 and Section 11.3 of this Data Processing Amendment.

13. **Effect of Amendment.**

To the extent of any conflict or inconsistency between the terms of this Data Processing Amendment and the remainder of the Agreement, the terms of this Data Processing Amendment will govern. Subject to the amendments in this Data Processing Amendment, the Agreement remains in full force and effect.

Appendix 1: Categories of Data and Data Subjects

Categories of Data

Personal data submitted, stored, sent or received by Customer or End Users via the Services may include user IDs, email, documents, presentations, images, calendar entries, tasks and other electronic data.

Data Subjects

Personal data submitted, stored, sent or received via the Services may concern End Users including employees, contractors and the personnel of customers, suppliers and subcontractors. Data subjects may also include individuals collaborating and communicating with End Users.

Appendix 2: Security Measures

As of the Amendment Effective Date, Google abides by the Security Measures set out in this Appendix to the Data Processing Amendment. During the Term of the Agreement, the Security Measures may change but Google agrees that any such change shall not cause a material degradation in the security of the Services.

1. **Data Center & Network Security.**

(a) **Data Centers.**

Infrastructure. Google maintains geographically distributed data centers. Google stores all production data in physically secure data centers.

Redundancy. Infrastructure systems have been designed to eliminate single points of failure and minimize the impact of anticipated environmental risks. Dual circuits, switches, networks or other necessary devices help provide this redundancy. The Services are designed to allow Google to perform certain types of preventative and corrective maintenance without interruption. All environmental equipment and facilities have documented preventative maintenance procedures that detail the process for and frequency of performance in accordance with the manufacturer's or internal specifications. Preventative and corrective maintenance of the data center equipment is scheduled through a standard change process according to documented procedures.

Power. The data center electrical power systems are designed to be redundant and maintainable without impact to continuous operations, 24 hours a day, and 7 days a week. In most cases, a primary as well as an alternate power source, each with equal capacity, is provided for critical infrastructure components in the data center. Backup power is provided by various mechanisms such as uninterruptible power supplies (UPS) batteries, which supply consistently reliable power protection during utility brownouts, blackouts, over voltage, under voltage, and out-of-tolerance frequency conditions. If utility power is interrupted, backup power is designed to provide transitory power to the data center, at full capacity, for up to 10 minutes until the diesel generator systems take over. The diesel generators are capable of automatically starting up within seconds to provide enough emergency electrical power to run the data center at full capacity typically for a period of days.

Server Operating Systems. Google servers use a Linux based implementation customized for the application environment. Data is stored using proprietary algorithms to augment data security and redundancy. Google employs a code review process to increase the security of the code used to provide the Services and enhance the security products in production environments.

Businesses Continuity. Google replicates data over multiple systems to help to protect against accidental destruction or loss. Google has designed and regularly plans and tests its business continuity planning/disaster recovery programs.

(b) **Networks & Transmission.**

Data Transmission. Data centers are typically connected via high-speed private links to provide secure and fast data transfer between data centers. This is designed to prevent data from being read, copied, altered or removed without authorization during electronic transfer or transport or while being recorded onto data storage media. Google transfers data via Internet standard protocols.

External Attack Surface. Google employs multiple layers of network devices and intrusion detection to protect its external attack surface. Google considers potential attack vectors and incorporates appropriate purpose built technologies into external facing systems.

Intrusion Detection. Intrusion detection is intended to provide insight into ongoing attack activities and provide adequate information to respond to incidents. Google intrusion detection involves:

1. Tightly controlling the size and make-up of Google's attack surface through preventative

measures;

2. Employing intelligent detection controls at data entry points; and
3. Employing technologies that automatically remedy certain dangerous situations.

Incident Response. Google monitors a variety of communication channels for security incidents, and Google's security personnel will react promptly to known incidents.

Encryption Technologies. Google makes HTTPS encryption (also referred to as SSL or TLS) available.

2. **Access and Site Controls.**

(a) **Site Controls.**

On-site Data Center Security Operation. Google's data centers maintain an on-site security operation responsible for all physical data center security functions 24 hours a day, 7 days a week. The on-site security operation personnel monitor Closed Circuit TV (CCTV) cameras and all alarm systems. On-site Security operation personnel perform internal and external patrols of the data center regularly.

Data Center Access Procedures. Google maintains formal access procedures for allowing physical access to the data centers. The data centers are housed in facilities that require electronic card key access, with alarms that are linked to the on-site security operation. All entrants to the data center are required to identify themselves as well as show proof of identity to on-site security operations. Only authorized employees, contractors and visitors are allowed entry to the data centers. Only authorized employees and contractors are permitted to request electronic card key access to these facilities. Data center electronic card key access requests must be made through e-mail, and requires the approval of the requestor's manager and the data center director. All other entrants requiring temporary data center access must: (i) obtain approval in advance from the data center managers for the specific data center and internal areas they wish to visit; (ii) sign in at on-site security operations (iii) and reference an approved data center access record identifying the individual as approved.

On-site Data Center Security Devices. Google's data centers employ an electronic card key and biometric access control system that are linked to a system alarm. The access control system monitors and records each individual's electronic card key and when they access perimeter doors, shipping and receiving, and other critical areas. Unauthorized activity and failed access attempts are logged by the access control system and investigated, as appropriate. Authorized access throughout the business operations and data centers is restricted based on zones and the individual's job responsibilities. The fire doors at the data centers are alarmed. CCTV cameras are in operation both inside and outside the data centers. The positioning of the cameras has been designed to cover strategic areas including, among others, the perimeter, doors to the data center building, and shipping/receiving. On-site security operations personnel manage the CCTV monitoring, recording and

control equipment. Secure cables throughout the data centers connect the CCTV equipment. Cameras record on site via digital video recorders 24 hours a day, 7 days a week. The surveillance records are retained for up to 90 days based on activity.

(b) **Access Control.**

Infrastructure Security Personnel. Google has, and maintains, a security policy for its personnel, and requires security training as part of the training package for its personnel. Google's infrastructure security personnel are responsible for the ongoing monitoring of Google's security infrastructure, the review of the Services, and for responding to security incidents.

Access Control and Privilege Management. Customer's administrators and end users must authenticate themselves via a central authentication system or via a single sign on system in order to use the Services. Each application checks credentials in order to allow the display of data to an authorized End User or authorized Administrator.

Internal Data Access Processes and Policies – Access Policy. Google's internal data access processes and policies are designed to prevent unauthorized persons and/or systems from gaining access to systems used to process personal data. Google aims to design its systems to: (i) only allow authorized persons to access data they are authorized to access; and (ii) ensure that personal data cannot be read, copied, altered or removed without authorization during processing, use and after recording. The systems are designed to detect any inappropriate access. Google employs a centralized access management system to control personnel access to production servers, and only provides access to a limited number of authorized personnel. LDAP, Kerberos and a proprietary system utilizing RSA keys are designed to provide Google with secure and flexible access mechanisms. These mechanisms are designed to grant only approved access rights to site hosts, logs, data and configuration information. Google requires the use of unique user IDs, strong passwords; two factor authentication and carefully monitored access lists to minimize the potential for unauthorized account use. The granting or modification of access rights is based on: the authorized personnel's job responsibilities; job duty requirements necessary to perform authorized tasks; a need to know basis; and must be in accordance with Google's internal data access policies and training. Approvals are managed by workflow tools that maintain audit records of all changes. Access to systems is logged to create an audit trail for accountability. Where passwords are employed for authentication (e.g., login to workstations), password policies that follow at least industry standard practices are implemented. These standards include password expiry, restrictions on password reuse and sufficient password strength. For access to extremely sensitive information (e.g., credit card data), Google uses hardware tokens.

3. **Data.**

(a) **Data Storage, Isolation & Authentication.**

Google stores data in a multi-tenant environment on Google-owned servers. Data, the Services database and file system architecture are replicated between multiple geographically dispersed data centers. Google

logically isolates data on a per end user basis at the application layer. Google logically separates Customer's data, including data from different end users, from each other, and data for an authenticated end user will not be displayed to another end user (unless the former end user or administrator allows the data to be shared). A central authentication system is used across all Services to increase uniform security of data.

The Customer will be given control over specific data sharing policies. Those policies, in accordance with the functionality of the Services, will enable Customer to determine the product sharing settings applicable to end users for specific purposes. Customer may choose to make use of certain logging capability that Google may make available via the Services, products and APIs. Customer agrees that its use of the APIs is subject to the API Terms of Use.

(b) **Decommissioned Disks and Disk Erase Policy.**

Certain disks containing data may experience performance issues, errors or hardware failure that lead them to be decommissioned ("Decommissioned Disk"). Every Decommissioned Disk is subject to a series of data destruction processes (the "Disk Erase Policy") before leaving Google's premises either for reuse or destruction. Decommissioned Disks are erased in a multi-step process and verified complete by at least two independent validators. The erase results are logged by the Decommissioned Disk's serial number for tracking. Finally, the erased Decommissioned Disk is released to inventory for reuse and redeployment. If, due to hardware failure, the Decommissioned Disk cannot be erased, it is securely stored until it can be destroyed. Each facility is audited regularly to monitor compliance with the Disk Erase Policy.

4. **Personnel Security.**

Google personnel are required to conduct themselves in a manner consistent with the company's guidelines regarding confidentiality, business ethics, appropriate usage, and professional standards. Google conducts reasonably appropriate backgrounds checks to the extent legally permissible and in accordance with applicable local labor law and statutory regulations.

Personnel are required to execute a confidentiality agreement and must acknowledge receipt of, and compliance with, Google's confidentiality and privacy policies. Personnel are provided with security training. Personnel handling customer data are required to complete additional requirements appropriate to their role (eg., certifications). Google's personnel will not process customer data without authorization.

5. **Subprocessor Security.**

Prior to onboarding Subprocessors, Google conducts an audit of the security and privacy practices of Subprocessors to ensure Subprocessors provide a level of security and privacy appropriate to their access to data and the scope of the services they are engaged to provide. Once Google has assessed the risks presented by the Subprocessor, then subject always to the requirements set out in Section 11.2 of this Data Processing Amendment, the Subprocessor is required to enter into appropriate security, confidentiality and privacy contract terms.

Google Apps Data Processing Amendment, Version 1.3

EXHIBIT A CLOUD HOSTING SERVICES AGREEMENT

1.0 Reference to Agreement

This Cloud Hosting Services Agreement is subject to and incorporates all of the provisions stated in the End User License Agreement between **Infinite Campus, Inc.**, ("Company") and Racine Unified School District, ("Licensee") as of the Effective Date.

2.0 Initial Term and Fees

Upon the Term Start Date indicated on the Order and Pricing Schedule attached hereto Company shall provide Licensee with the Infinite Campus Cloud Hosting Services according to the quantity indicated on the Order and Pricing Schedule. The quantity of shall be valid from the Term Start Date until twelve months thereafter (the "Initial Term").

3.0 Reoccurring Annual Fees

Following the Initial Term, for each 12 month period thereafter (the "Subsequent Term"), Licensee shall pay annual fees according to the then current license fees for the licensed Infinite Campus Products (the "Reoccurring Annual Fees"). Company shall review the number of students enrolled as certified by the state in which the Licensee resides, and, in the event that the total number of enrolled students has increased or decreased, Company may increase or decrease the Reoccurring Annual Fees according to the then current fees for the licensed Infinite Campus Products and Services.

4.0 Services

During each term of the License, and subject to payment of the fees for the Infinite Campus Products and the fees for the Infinite Campus Services, Company shall provide the following services (the "Cloud Hosting Services" or the "Cloud Choice Hosting Services") to Licensee:

4.1 Included Services

4.1.a System Access. Company shall provide remote access to a digital information ~~processing~~, transmission and storage system (the "System Hardware") enabling Licensee to perform operations using a single, Production instance of the Infinite Campus Products. Computing hardware, system software, database software and database storage shall be located at Company's facilities.

4.1.b Additional Software and Middleware. Company will provide all additional required middleware and software necessary for the Product ("Middleware"), including installation and licensing of Window OS, Windows SQL Server, Apache Tomcat, Sun Microsystems Java, drivers, and SSL certificate(s).

In accessing Middleware, Licensee may use software and related documentation developed and owned by Microsoft Corporation or its licensors (collectively, the "Microsoft Software"). If Licensee chooses to use the Microsoft Software, Microsoft and its licensors require that Licensee agree to these additional terms and conditions:

- The Microsoft Software is neither sold nor distributed to Licensee and Licensee may use it solely in conjunction with the Infinite Campus Services.

- Licensee may not transfer or use the Microsoft Software outside the Infinite Campus Services.
- Licensee may not remove, modify or obscure any copyright, trademark or other proprietary rights notices that are contained in or on the Microsoft Software.
- Licensee may not reverse engineer, decompile or disassemble the Microsoft Software, except to the extent expressly permitted by applicable law.
- Microsoft disclaims, to the extent permitted by applicable law, all warranties by Microsoft and any liability by Microsoft or its suppliers for any damages, whether direct, indirect, or consequential, arising from the Services.
- Microsoft is not responsible for providing any support in connection with the Infinite Campus Services. Do not contact Microsoft for support.

4.1.c Application Updates. Company will support the Infinite Campus Products through implementation of vendor-provided modifications including remedial "Patches" addressing reported performance or functionality problems, and "Updates" or "Upgrades" consisting of a new releases or versions of the Infinite Campus Products or supporting Middleware issued by the vendor. Company will implement Patches, Updates and Upgrades in accordance with the Change Management Section set forth herein. Company is responsible for procuring and administering vendor-provided maintenance for any Middleware or Product supplied by Infinite Campus.

4.1.d Backup. Company shall create and maintain a backup plan whereby Licensee Content is backed up. Company shall retrieve each business day an electronic backup of the Licensee Content, as defined below, for the purpose of archival storage in the case of Disaster Recovery.

4.1.e Disaster Recovery. Company shall maintain backup servers and data communications connections to such servers and maintain backups of Licensee Content on such backup servers such that Company shall be capable of providing Cloud Hosting Services on and from such backup servers within twenty-four (24) hours of any catastrophic disruption of Cloud Hosting Services ("Disaster Recovery").

4.1.f ODBC Access. Company will provide ODBC access to a designated employee of the Licensee, upon completion of the ODBC Access Request Form.

4.1.g Test and Training Environment. For Licensee selecting Cloud Choice Hosting Services, in addition to the single "Production" system environment, Company will provide an additional Test and Training Environment ("Staging") for the purpose of testing upcoming updates or code changes, training end users in a non-production environment and other non-production uses upon the request of the Licensee.

4.2 Excluded Services

- (a) Support of Client Desktops
- (b) Support or diagnosis of Local Area Network connectivity
- (c) Local Area Network device configuration such as proxy servers

5.0 **Availability of Services**

Subject to the terms and conditions of this Agreement, Company shall use its best commercial efforts to provide the Cloud Hosting Services for twenty-four (24) hours a day, seven (7) days a week throughout the term of this Agreement.

5.1 Downtime

Licensee agrees that from time to time the Infinite Campus Services may be inaccessible or inoperable for various reasons, including (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which Company may undertake from time to time; or (iii) causes beyond the control of Company or which are not reasonably foreseeable by Company, including interruption or failure of telecommunications or digital transmission links, hostile network attacks, network congestion or other failures (collectively "Downtime").

5.2 Advance Notice

Company shall provide twenty-four (24) hour advance notice to Licensee in the event of any scheduled Downtime.

6.0 **Security**

Company shall operate and maintain the System Hardware in good working order with access restricted to authorized employees of Company and persons specifically designated by Licensee. Company shall maintain systems consistent with security controls as described in the National Institute of Standards and Technology (NIST) Standards Publication (SP) 800-26, Security Self-Assessment Guide for Information Technology Systems. Company shall undertake to perform reasonable measures to ensure the security, confidentiality and integrity of all Licensee Content and other proprietary information transmitted through or stored on the System including:

- (a) firewall protection of the Remote Data Center;
- (b) maintenance of independent archival and backup copies of the Infinite Campus Products and Licensee Content; and
- (c) protection from network attack or other malicious harmful or disabling data, work, code or program.

7.0 **Change Management**

7.1 For all Production Environments, Company will follow "Change Management Procedures" in completing changes in the Products or product release levels used in the Service and in implementing Patches and Upgrades (collectively "Change Events").

7.1.a Change Management Procedures will in all cases provide for the following:

- (a) advance notification to the Licensee of the Change Event, its nature and expected timetable;
- (b) pre-testing of changes in Company or Licensee non-Production testing environments; and
- (c) coordination of the implementation of the Change Event with the Licensee.

7.1.b Product Version. For the Initial Term, and annually thereafter, Licensee selecting Standard Cloud Hosting Services will chose a release line (currently Maintenance or Enhancement). Each Update made available by Company for the applicable release line shall be applied with 30 days of its General Availability at such a date determined solely by the Company. Licensee selecting Cloud Choice Hosting Services will additionally choose the release version for the applicable release line, and may coordinate the Update Change Event date with Company.

8.0 **Licensee Proprietary Rights**

8.1 Licensee Content. Licensee shall be solely responsible for providing, updating, uploading and maintaining the Site and any and all files, pages, data, works, information and/or materials on, within, displayed, linked or transmitted to, from or through the Site, including without

limitation, trade or service marks, images, photographs, illustrations, graphics, audio clips, video clips, e-mail or other messages, metatags, domain names, software and text (the "Licensee Content"). The Licensee Content shall also include any registered domain names provided by Licensee or registered on behalf of Licensee in connection with the Cloud Hosting Services.

- 8.2 Grant of Use. In consideration of Company's satisfactory performance of all obligations of this Agreement, for the term of this Agreement, Licensee grants to Company a nonexclusive, worldwide and royalty-free "Grant of Use" to copy, display, use and transmit on and via the Internet the Licensee Content, **solely for the benefit of Licensee** and in accordance with Company's performance or enforcement of this Agreement.
- 8.3 Alterations. Except as provided herein or by law, Company may not alter, modify, change, remove or disable access to all or any portion of the Site or Licensee Content stored on the Server.
- 8.4 Ownership of Licensee Content. Company acknowledges that the Licensee Content is owned solely by the Licensee. Within five (5) days of any termination of this Agreement Licensee shall remove or request that the Company remove on a fee for service basis all Licensee Content from Infinite Campus Products.
- 8.5 Warranty of Licensee. Licensee warrants that the Site and Licensee Content do not and shall not contain any content, materials, data, work, trade or service mark, trade name, link, advertising or services that violate any applicable law or regulation or infringe or misappropriate any proprietary, intellectual property, contract or tort right of any person; and Licensee owns the Licensee Content and all proprietary or intellectual property rights therein, or has express written authorization from the owner to copy, use and display the Licensee Content on and within the Site.
- 8.6 Hold Harmless. Licensee will defend and hold harmless Company against any claim or threat of claim brought by a third party against Company to the extent based on an allegation that Licensee Content infringes any U.S. patent, copyright, trademark, trade secret or other proprietary right of a third party.

Appendix D

Google Apps Vault provides the following eDiscovery services:

- **Email and chat archiving**—Set retention rules to control how long email messages and on-the-record chats are retained before they are removed from user mailboxes and deleted from Google systems. The Districts retention rules are set to 10 years.
- **Legal holds**—Place legal holds on users to preserve all their emails and on-the-record chats indefinitely in order to meet legal or other retention obligations. You can place legal holds on all content in a user's account, or target specific content based on dates and terms.
- **Drive file search**—Search your domain's Google Drive accounts by user account, organizational unit, date, or keyword. Search results include Google file types as well as non-Google file types such as PDF, DOCX, and JPG.
- **Email search**—Search your domain's email and on-the-record chats by user account, date, or keyword. Vault supports Boolean, Gmail-specific, and wildcard operator searches.
- **Export**—Export specific email, on-the-record chats, and files from Drive to standard formats for additional processing and review.
- **Audit reports**—Use Vault audit reports to learn about actions Vault users have taken during a specified period of time.

NetWorker Backup Status: Group Summary by Client and Server

Server Name: all
 Group Name: FSDaily, PFDaily
 Client Name: autodesk, callcenter, ..., xpd-admin-is4
 Group Start Time: from earliest available to 1/5/16 1:53:52 PM
 Status: all
 Backup Type: all
 Level: all

| Client Name | Server Name | Group Name | Number of Save Sets | Successful | Failed | Success Ratio |
|--------------------------|-------------|------------|---------------------|------------|--------|---------------|
| autodesk | 10.10.1.141 | FSDaily | 80 | 80 | 0 | 100% |
| callcenter | 10.10.1.141 | FSDaily | 144 | 144 | 0 | 100% |
| citrix-ds | 10.10.1.141 | FSDaily | 144 | 144 | 0 | 100% |
| dse-server2 | 10.10.1.141 | FSDaily | 48 | 48 | 0 | 100% |
| printshop | 10.10.1.141 | FSDaily | 64 | 64 | 0 | 100% |
| processflow | 10.10.1.141 | FSDaily | 128 | 128 | 0 | 100% |
| rusd-hyper-v2.rusd.com | 10.10.1.141 | FSDaily | 96 | 96 | 0 | 100% |
| rusd-kronos | 10.10.1.141 | FSDaily | 144 | 144 | 0 | 100% |
| rusd-onbase | 10.10.1.141 | FSDaily | 144 | 144 | 0 | 100% |
| rusd-sas | 10.10.1.141 | FSDaily | 48 | 48 | 0 | 100% |
| rusd-vhost1 | 10.10.1.141 | FSDaily | 32 | 32 | 0 | 100% |
| rusd-vhost1.rusd.com | 10.10.1.141 | FSDaily | 64 | 64 | 0 | 100% |
| rusdsso | 10.10.1.141 | FSDaily | 64 | 64 | 0 | 100% |
| spmdir2 | 10.10.1.141 | FSDaily | 48 | 48 | 0 | 100% |
| spprd-ap01 | 10.10.1.141 | PFDaily | 64 | 64 | 0 | 100% |
| spprd-db01 | 10.10.1.141 | PFDaily | 64 | 64 | 0 | 100% |
| subfinder | 10.10.1.141 | FSDaily | 144 | 144 | 0 | 100% |
| subsystem | 10.10.1.141 | FSDaily | 48 | 48 | 0 | 100% |
| test123 | 10.10.1.141 | FSDaily | 48 | 48 | 0 | 100% |
| testilm | 10.10.1.141 | FSDaily | 128 | 128 | 0 | 100% |
| webhelpdesk2012.rusd.com | 10.10.1.141 | FSDaily | 72 | 72 | 0 | 100% |

NetWorker Backup Status: Group Summary by Client and Server

| Client Name | Server Name | Group Name | Number of Save Sets | Successful | Failed | Success Ratio |
|----------------|-------------|------------|---------------------|------------|--------|---------------|
| www4 | 10.10.1.141 | FSDaily | 32 | 32 | 0 | 100% |
| www4.rusd.com | 10.10.1.141 | FSDaily | 80 | 80 | 0 | 100% |
| wwwtest | 10.10.1.141 | FSDaily | 144 | 144 | 0 | 100% |
| xpdc-admin-is2 | 10.10.1.141 | FSDaily | 128 | 128 | 0 | 100% |
| xpdc-admin-is3 | 10.10.1.141 | FSDaily | 48 | 48 | 0 | 100% |
| xpdc-admin-is4 | 10.10.1.141 | FSDaily | 128 | 128 | 0 | 100% |
| GRAND TOTAL | | | 2,376 | 2,376 | 0 | 100% |

PROJECT SCOPE & DELIVERABLES

This Work Order is a fixed fee engagement under which Infor agrees to provide the Licensee with Hosting and Application Managed Services for the 3rd party applications defined in the objective, where infrastructure services will only be provided.

Hosting and Application Managed Services Transition Project Activities (One Time Setup):

Listed below are the activities which will be performed during the transition phase. Licensee will enable transition to Infor Hosting and Application Managed Services consultants (includes both technical Hosting and Application Managed Services) on all those activities in the scope of work to be delivered through this Work Order.

| Type | Description |
|----------------------------------|--|
| Transition location | Remote |
| Project Management & Reporting | <ul style="list-style-type: none"> • Transition project planning, including development of a project plan as part of the onboarding process • Determine milestones and work towards execution in accordance with the project plan and the Services Agreement • Project plan will specify the timetable, connectivity and hardware provision, validation of hardware installation and handover requirements for the 3rd party Hosting Services. • Each party will appoint an individual (the "Project Manager") who from the Effective Date will serve as the primary representative of such party under this Agreement. Infor's Project Manager will coordinate administration of Infor responsibilities under this Services Work Order and Services Agreement. |
| Kick off | <ul style="list-style-type: none"> • Kick off meetings and conference-calls • Relationship building • Incident management system review on how to contact the Hosting and Managed Services team • System remote access check • Discuss responsibilities & operational issues |
| Environment Transition | <ul style="list-style-type: none"> • Review Licensee environments • Determine all scope areas that require Licensee Help Desk coverage. Example, Tier 1 end user support • Database, Operating System components review • Procurement of Hardware and storage at data center • Installation of operating system and database in scope • Establish Connectivity between Licensee location and datacenter location |
| Setup Ongoing Service Procedures | <ul style="list-style-type: none"> • Capture Licensee IT technical/functional contact details, email ID, phone numbers (including emergency/out of office hours) • Establish change control protocols and approvers |
| Moving to Steady State | <ul style="list-style-type: none"> • Monitor against agreed scope • Identify & resolve infrastructure issues related to 3rd party |

Hosting and Application Managed Services ongoing Activities (Annual):

Technical Managed Services

The Infor (Hosting and Application Managed Services) team provides customers with a comprehensive package of services including hardware administration, hardware patch management, Initial database creation as part of standard image & operating system management, performance monitoring, backup & recovery, archiving, proactive health checks that enable business continuity.

Assumptions MHC:

Infor shall be responsible for the operating system, but Licensee shall be responsible for managing everything on the operating system, including, but not limited to, database creation and management. Infor Managed Services will provide two instances with the following system resource requirements for MHC

Server Configuration :

This configuration requires 3 application servers each for TEST and PROD (total of 6), one SQL server with 3 databases each for TEST and PROD (total of 6).

Document Express Server

OS: Windows 2008 R2 (64 Bit)
CORES: Dual-Core Intel® Xeon® Processor (or equivalent).
RAM: 8 GB RAM.
STORAGE: 75 GB OS 50 GB DATA

Image Express Server

OS: Windows 2008 R2 (64 Bit)
CORES: Quad-Core Intel® Xeon® Processor (or equivalent).
RAM: 16 GB RAM.
STORAGE: 75 GB OS 150 GB DATA

Document Self Service Server

OS: Windows 2008 R2 (64 Bit)
CORES: Quad -Core Intel® Xeon® Processor (or equivalent).
RAM: 8 GB RAM.

STORAGE: 75 GB OS 50 GB DATA SQL Server

2008R2 SQL Server, including SQL Server Management Studio OS: Windows
2008 R2 (64 Bit)
CORES: Quad -Core Intel® Xeon® Processor (or equivalent).
RAM: 16 GB RAM
STORAGE: 75 GB OS 150 GB DATA

- Licensee provides contacts (Network Administrator, Support Liaison/Approver & Business Power Users) to Infor Hosting and Application Managed Services (as specifically requested by Infor) to assist Infor in successfully delivering the transition and on- going services .
- Third Party Infrastructure Services Disaster Recovery (24 hr. Recovery Point Objective / 48 hr. Recovery Time Objective)
- Site to site VPN Information (subnet IP information) will be provided by the Licensee to Infor Hosting and Application Managed Services team for configuration of the site to site VPN tunnel.
- The Infor Technical Change request process will not supersede the Licensee Change Management processes.
- If additional users or Component Systems are added or changes to the scope are added in the future, these will be accommodated as a change order to this Hosting and Application Managed Services model after mutual review.
- All communications will be in English.

Technical Managed Services that Infor will provide to Licensee as being within Project Scope include:

System Monitoring

Infor provides Infrastructure monitoring using our automated monitoring tools. The two major events that trigger alerts are:

- **Threshold** - When a threshold or failure criteria is met the server posts its results to the monitoring server. If action is required notification to Licensee for approvals and review of issue would occur. Any threshold requires action by Infor or the alert will not clear and continue to notify until resolution The default thresholds alerts are:
 - 80% warning
 - 90% critical
 - 100% fatal.
- **Failure** - Alerts that are considered an up or down service requires action by Infor. In the event of a failure "down" alert the process of notifying the licensee would also be triggered.

Alert categories include the following:

- Operating System Monitors(for Third Party Infrastructure Services)
 - o Memory Used o CPU Used o
 - Disk Used o Paging Used o Port
 - Connectivity o Server Connectivity
 - o Service Monitoring

- Database System Monitors(for Third Party Infrastructure Services)
 - Backup ◦ Paging ◦ Buffer Cache
 - Growth/Thresholds ◦ I/O Wait
 - Operations ◦ Waiting Tasks ◦
 - Connections ◦ Service Monitoring

Technical Change Management related to in scope operating system and database administration:

- Maintaining a systematic methodology that accumulates, tracks and reports on changes.
- Prioritizing proposed change orders according to established policies, bringing change conflicts to the attention of the appropriate Licensee personnel and assisting in the management of conflict resolution processes.
- Developing a back-out plan for each change and exercising it if needed.
- Communicating all changes to the Licensee according to mutually agreed change management practices.
- Maintaining existing configuration information, databases, diagrams, parameters, and elements in preparation for and in response to changes in any in-scope systems and applications.
- Evaluation of the impact of the changes introduced to the Licensee's environments.

Technical Application/Environment Upgrades

- Operating system licensing, administration, upgrade and patch management
- Operating system administration includes:
 - Upgrading of Operating System is mutually agreed upon with Licensee
 - Upgrading and monitoring of operating system(s)
 - Service Packs and Hot Fixes applied per Licensee approval

Backup Management

- Perform one weekly full backup and six daily incremental backups of Licensee data during the scheduled maintenance window every 24 hours
- Provide retention in the Infor library for weekly full backup of Licensee data for a period of 14 calendar days.
- Perform Database Recovery per License request

**** Third Party Infrastructure As a Service items:**

Included in this work order The Infor Managed Services team will provide (1) production and (1) test server/instance for each 3rd party product that can be client managed, where Managed Services is responsible to provide the infrastructure, database and operating system licensing, disk storage, backup and recovery utilizing snapshots on a 24 hour interval and infrastructure disaster recovery services for the following 3rd party applications:

- MHC

Licensee manages everything on the server/instances provided including database creation and management of the 3rd party applications.

SERVICE LEVEL TARGETS

Infor shall provide the services in accordance with the Service Level Agreements as set forth in the Services Agreement, and as follows:

- **Uptime** - Infor will provide for the hosting of Licensee "Application Environment", in a secured server environment with an infrastructure uptime of 99.5% system availability production environment.
 - Infor applications will be available on a 24x7, 7 days a week, 365 days a year, basis except during system failures (which failures will be subject to service credits or penalties) or scheduled maintenance periods.
 - Maintenance will be scheduled with Licensee.
- **Disaster Recovery**
 - Disaster Recovery. Infor will provide remote disaster recovery services to the Licensee as set forth in this section for the term of this Work Order. The service levels include a recovery point objective ("RPO") of twenty four (24)

hours and a recovery time objective ("RTO") of forty eight (48) hours after the determination of a disaster hereunder.

- Declaration of Disaster. Licensee will identify in writing one person as the primary, and one additional person as a contingency, who will work with Infor to jointly determine that a disaster has occurred resulting in the need to start a disaster recovery services server hereunder. In the event the parties jointly determine that a disaster has occurred for purposes of this section, the Licensee designee will work with Infor to request that the disaster recovery services server be started with the copy of the in-scope Component Systems, set forth above and production data that was transmitted successfully to the disaster recovery services server. Infor will have a dedicated time frame of 48 hours to recover from the time that the disaster has been declared as set forth herein. Infor will assist the Licensee to establish a VPN tunnel between Infor disaster recovery services router and the Licensee's site however, Licensee will be responsible for internet connectivity and network infrastructure at their site to establish the VPN tunnel. Licensee will also provide network personnel who are capable of establishing a VPN tunnel at their designated location.
- Services Levels. The RTO is the duration of time and a service level within which a business process will be restored after notification of a disaster hereunder. The RPO describes the acceptable amount of data loss measured in time and is the point in time to which data will be recovered. The disaster recovery server should be operational within RPO of 24 hours and a RTO of 48 hours after the determination of a disaster hereunder.

• **Service / Maintenance / Standby Windows**

- Standard Service window:
- Monday through Friday 7:00 AM to 7:00 PM in the Licensee primary time-zone as identified in their support profile
- 24x7 Stand-by window for Priority One System down issues
- Maintenance Window will be mutually agreed upon during transition process.

PROJECT EXCLUSIONS

- Any work not referenced or otherwise inherently included as set forth above in the Project Scope & Deliverables section is considered "Out of Scope" for this Work Order, and Infor will require execution of a Change Order or a new Work Order for any additional work.
- First line/end user (functional) support. It is assumed that power/keyusers and trained power users are functionally competent to manage functional questions relating to the Component Systems and Application Environment Desktop/Device end user support
- Exchange/Mail servers monitoring
- Third party application monitoring and support
- Component System licensing & maintenance/support fees

INFOR RESPONSIBILITIES

- Infor will provide knowledgeable, skilled, competent and sufficient resource(s) remotely as required per the Project Scope above and to otherwise meet the requirements of the Service Agreement (including the Service Level Agreements).
- Should an on-site visit be required, any travel and expenses required to provide such services will be submitted for prior written approval by Licensee prior to the visit.

LICENSEE RESPONSIBILITIES



W188S8393 Mercury Drive • Muskego WI 53150
 (ph) 262-375-2130 • (fx) 262-375-2291
www.ramrecycling.net • info@ramrecycling.net

CERTIFICATE OF DESTRUCTION

| CUSTOMER | DESTRUCTION SITE |
|--|--|
| Racine Unified School District 3109 Mt. Pleasant Street Racine, WI 53404 | RAM RECYCLING INC W188S8393 Mercury Drive Muskego WI 53150 |

We hereby confirm that the material picked up by RAM Recycling, Inc. as described by RAM Recycling, Inc. has been shredded and permanently destroyed. Material was shredded via Vecoplan Shredder.

| DATE | REFERENCE | MATERIAL | WEIGHT |
|---------|-----------|---------------------|-----------|
| 6/10/15 | #3628 | Conf. Files & Books | 7,539 lb. |
| 6/18/15 | #3650 | Conf. Files & Books | 8,970 lb. |
| 6/18/15 | 3649 | Conf. Files & Books | 8,540 lb. |

Lingua Suckett

RAM Recycling Authorized Signature





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| | | | |
|-------------------------|---------------------------|---|----------------------------|
| DATE 06/08/15 | REFERENCE #3624 | MATERIAL Confidential Files (SOP) | WEIGHT 8,328 lb. |
|-------------------------|---------------------------|---|----------------------------|

A handwritten signature in black ink that reads "Linn Ducket". The signature is written in a cursive style.

RAM Recycling Authorized Signature



Records Audit

2015

*Do you maintain and have on file or in archive the following documentation
for the retention period listed?*

| Records Keeper | Documents | Retention Period |
|------------------------|---|---|
| Pat Meyer | Election Canvassing Reports | 10 years following elections. |
| Chris Neff | CTEERS Composite Enrollment Report (PI-1330-R) | 5 years |
| Tammy Leverich | Pupil Transportation (PI-1547) | 7 years |
| Kaitlin Wieske | USDA Commodity Distribution 6005) | 4 years |
| Jill Montee | OSHA Employee Exposure Records+++ | 30 years after termination, resignation, or retirement. |
| Jim Depue | Pupil Count Youth Challenge Academy (PI-1197-B) | 7 years |
| Sue Stroupe | Special Health Care Records | Records kept current; if in support of Medicaid claim years. |
| Julie Hopkins | Assault Against Staff Report | 1 year after student graduates or leaves school system unless extended consent. |
| Katie Haas/Kathy White | Special Education Procedural Compliance Self-Assessment Report Corrective Action Plan (PI-3202) | 4 years after end of project year. |