

# School Risk and Insurance Management Group

550 High Street, Suite 201

Auburn, CA 95603

## ANNIVERSARY RENEWAL STATEMENT FOR MEMORANDUM OF COVERAGE

### ENDORSEMENT 10

Policy No. SGL0002021/SAL0002021

#### Item 1. General Information

Named Covered Member(s): Schools Risk and Insurance Management Group and all its members per Endorsement #1

Mailing Address: 550 High Street, Suite 201, Auburn, CA 95603

Coverage Period: Coverage Parts A and B - both dates as 12:01 a.m. Standard time at your mailing address

From: July 1, 2021

To: July 1, 2022

#### Item 2. Schedule of Retained Limit(s)

Coverage Part A	\$1,000,000	applies to each <b>occurrence</b> as defined by the School Liability Coverage Part
Coverage Part B	\$1,000,000	applies to each <b>claim</b> as defined by the School Board Legal Liability Coverage Part

#### Item 3. Limit(s) of Coverage

Coverage Part A	\$10,000,000	Coverage Part Aggregate Limit
	\$ 4,000,000	Each <b>occurrence</b> as defined by the School Liability Coverage Part A
Coverage Part B	\$10,000,000	Coverage Part Aggregate Limit
	\$ 4,000,000	Each <b>claim</b> as defined by the School Board Legal Liability Coverage Part B

Forms and Endorsements comprising this Memorandum of Coverage: Endorsements 1-11; SIG CPC MOC; SIG Coverage Part A MOC and SIG Coverage Part B

Signed at   Auburn   (city and state)   California   on July 1, 2021.

# School Risk and Insurance Management Group

550 High Street, Suite 201

Auburn, CA 95603

## ANNIVERSARY RENEWAL STATEMENT FOR MEMORANDUM OF COVERAGE

### ENDORSEMENT 9

Policy No. SGL0002020/SAL0002020

#### Item 1. General Information

Named Covered Member(s): School Risk and Insurance Management Group and all its members per Endorsement #1

Mailing Address: 550 High Street, Suite 201, Auburn, CA 95603

Coverage Period: Coverage Parts A and B - both dates as 12:01 a.m. Standard time at your mailing address

From: July 1, 2020

To: July 1, 2021

#### Item 2. Schedule of Retained Limit(s)

Coverage Part A	\$1,000,000	applies to each <b>occurrence</b> as defined by the School Liability Coverage Part
Coverage Part B	\$1,000,000	applies to each <b>claim</b> as defined by the School Board Legal Liability Coverage Part

#### Item 3. Limit(s) of Coverage

Coverage Part A	\$10,000,000	Coverage Part Aggregate Limit
	\$ 4,000,000	Each <b>occurrence</b> as defined by the School Liability Coverage Part
Coverage Part B	\$10,000,000	Coverage Part Aggregate Limit
	\$ 4,000,000	Each <b>claim</b> as defined by the School Board Legal Liability Coverage Part

Forms and Endorsements comprising this Memorandum of Coverage: Endorsements 1-9; SIG CPC MOC; SIG Coverage Part A MOC and SIG Coverage Part B

Signed at \_\_\_\_\_ (city and state) \_\_\_\_\_ on July 1, 2020.

# School Risk and Insurance Management Group

550 High Street, Suite 201

Auburn, CA 95603

## ANNIVERSARY RENEWAL STATEMENT FOR MEMORANDUM OF COVERAGE

### ENDORSEMENT 8

Policy No. SGL0002020/SAL0002020

#### Item 1. General Information

Named Covered Member(s): School Risk and Insurance Management Group and all its members per Endorsement #1

Mailing Address: 550 High Street, Suite 201, Auburn, CA 95603

Coverage Period: Coverage Parts A and B - both dates as 12:01 a.m. Standard time at your mailing address

From: July 1, 2019

To: July 1, 2020

#### Item 2. Schedule of Retained Limit(s)

Coverage Part A	\$1,000,000	applies to each <b>occurrence</b> as defined by the School Liability Coverage Part
Coverage Part B	\$1,000,000	applies to each <b>claim</b> as defined by the School Board Legal Liability Coverage Part

#### Item 3. Limit(s) of Coverage

Coverage Part A	\$10,000,000	Coverage Part Aggregate Limit
	\$ 4,000,000	Each <b>occurrence</b> as defined by the School Liability Coverage Part
Coverage Part B	\$10,000,000	Coverage Part Aggregate Limit
	\$ 4,000,000	Each <b>claim</b> as defined by the School Board Legal Liability Coverage Part

Forms and Endorsements comprising this Memorandum of Coverage: Endorsements 1-8; SIG CPC MOC; SIG Coverage Part A MOC and SIG Coverage Part B

Signed at \_\_\_\_\_ (city and state) \_\_\_\_\_ on July 1, 2019.

# School Risk and Insurance Management Group

550 High Street, Suite 201

Auburn, CA 95603

## ANNIVERSARY RENEWAL STATEMENT FOR MEMORANDUM OF COVERAGE

### ENDORSEMENT 7

Policy No. SGL0002018/SAL0002018

#### Item 1. General Information

Named Covered Member(s): School Risk and Insurance Management Group and all its members per Endorsement #1

Mailing Address: 550 High Street, Suite 201, Auburn, CA 95603

Coverage Period: Coverage Parts A and B - both dates as 12:01 a.m. Standard time at your mailing address

From: July 1, 2018

To: July 1, 2019

#### Item 2. Schedule of Retained Limit(s)

Coverage Part A	\$1,000,000	applies to each <b>occurrence</b> as defined by the School Liability Coverage Part
Coverage Part B	\$1,000,000	applies to each <b>claim</b> as defined by the School Board Legal Liability Coverage Part

#### Item 3. Limit(s) of Coverage

Coverage Part A	\$10,000,000	Coverage Part Aggregate Limit
	\$ 4,000,000	Each <b>occurrence</b> as defined by the School Liability Coverage Part
Coverage Part B	\$10,000,000	Coverage Part Aggregate Limit
	\$ 4,000,000	Each <b>claim</b> as defined by the School Board Legal Liability Coverage Part

Forms and Endorsements comprising this Memorandum of Coverage: Endorsements 1-7; SIG CPC MOC; SIG Coverage Part A MOC and SIG Coverage Part B

Signed at \_\_\_\_\_ (city and state) \_\_\_\_\_ on July 1, 2018.

# School Risk and Insurance Management Group

550 High Street, Suite 201

Auburn, CA 95603

## MEMORANDUM OF COVERAGE

### Declarations Page

Policy No. SGL00017/SAL00017

#### Item 1. General Information

Named Covered Member(s): School Risk and Insurance Management Group and all its members per Endorsement #1

Mailing Address: 550 High Street, Suite 201, Auburn, CA 95603

Coverage Period: Coverage Parts A and B - both dates as 12:01 a.m. Standard time at your mailing address

From: July 1, 2017

To: July 1, 2018

#### Item 2. Schedule of Retained Limit(s)

Coverage Part A \$1,000,000 applies to each **occurrence** as defined by the School Liability Coverage Part

Coverage Part B \$1,000,000 applies to each **claim** as defined by the School Board Legal Liability Coverage Part

#### Item 3. Limit(s) of Coverage

Coverage Part A \$10,000,000 Coverage Part Aggregate Limit  
\$ 4,000,000 Each **occurrence** as defined by the School Liability Coverage Part

Coverage Part B \$10,000,000 Coverage Part Aggregate Limit  
\$ 4,000,000 Each **claim** as defined by the School Board Legal Liability Coverage Part

Forms and Endorsements comprising this Memorandum of Coverage: Endorsements 1-6; SIG CPC MOC; SIG Coverage Part A MOC and SIG Coverage Part B

Signed at \_\_\_\_\_ (city and state) \_\_\_\_\_ on July 1, 2017.

# AMENDATORY ENDORSEMENT-POOLS, JOINT POWERS AUTHORITY, RISK RETENTION GROUP OR GROUP PURCHASING ARRANGEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement's coverage is subject to all the terms and conditions set forth in this Memorandum of Coverage and any endorsements attached thereto.

The following is added to **SECTION II-WHO IS A NAMED COVERED MEMBER**:

The Named Covered Member(s) described on the Declarations page are members of the following California Joint Powers Authorities named below:

SCHOOL RISK AND INSURANCE MANAGEMENT GROUP AND ITS MEMBERS BEING

## **SCHOOL RISK AND INSURANCE MANAGEMENT GROUP**

- 1) ACKERMAN SCHOOL DISTRICT  
*Bowman Charter*
- 2) ALTA-DUTCH FLAT ELEMENTARY SCHOOL DISTRICT
- 3) AUBURN UNION SCHOOL DISTRICT  
*E. V. Cain 21<sup>st</sup> Century Stem Charter – rolled into a school district eff: 07/01/18*  
*Alta Vista Community Center*
- 4) BLACK OAK MINE UNIFIED SCHOOL DISTRICT  
*American River Charter*
- 5) CHICAGO PARK SCHOOL DISTRICT  
*Chicago Park Community Charter*
- 6) CLEAR CREEK SCHOOL DISTRICT
- 7) COLFAX ELEMENTARY SCHOOL DISTRICT
- 8) DRY CREEK JOINT ELEMENTARY SCHOOL DISTRICT
- 9) EMIGRANT GAP SCHOOL DISTRICT- rolled into Alta-Dutch Flat Elementary School District
- 10) EUREKA UNION SCHOOL DISTRICT
- 11) FORESTHILL UNION SCHOOL DISTRICT
- 12) GRASS VALLEY SCHOOL DISTRICT  
*Grass Valley Charter*
- 13) LAKE TAHOE UNIFIED SCHOOL DISTRICT
- 14) LOOMIS UNION SCHOOL DISTRICT  
*Loomis Basin Charter*
- 15) MID-PLACER PUBLIC SCHOOLS TRANSPORTATION
- 16) NEVADA CITY SCHOOL DISTRICT  
*Nevada City Charter – closed 06/30/2019*
- 17) NEVADA COUNTY CONSORTIUM FOR SPECIAL EDUCATION
- 18) NEVADA COUNTY S.E.L.P.A.
- 19) NEVADA COUNTY SUPERINTENDENT OF SCHOOLS
- 20) NEVADA COUNTY SCHOOLS BUS AGENCY
- 21) NEVADA COUNTY SCHOOLS CENTRAL KITCHEN
- 22) NEVADA JOINT UNION HIGH SCHOOL DISTRICT – withdrew membership effective 7/1/2021
- 23) NEWCASTLE ELEMENTARY SCHOOL DISTRICT  
*Newcastle Charter*  
*Harvest Ridge Charter – inactive membership effective 7/1/2017*
- 24) OPHIR ELEMENTARY SCHOOL DISTRICT- became part of Loomis Union School District Effective: 7/1/2009
- 25) PENN VALLEY UNION ELEMENTARY SCHOOL DISTRICT -ACTIVE 07/01/2014  
*Vantage Charter School*
- 26) PENRYN ELEMENTARY SCHOOL DISTRICT- became part of Loomis Union School District Effective: 7/1/2005
- 27) PLACER COUNTY OFFICE OF EDUCATION  
*Placer County Pathways Charter - added 07/01/2012*
- 28) PLACER HILLS UNION SCHOOL DISTRICT  
*Weimar Hills Charter – closed on 06/30/2016*
- 29) PLACER COUNTY S.E.L.P.A.
- 30) PLACER UNION HIGH SCHOOL DISTRICT – add Maidu Virtual Charter Academy (eff: 08/14/18)
- 31) PLEASANT RIDGE UNION SCHOOL DISTRICT  
*Arete Charter Academy (added effective 7/1/2017)*



**COMMON MEMORANDUM OF COVERAGE CONDITIONS**

All **Coverage Parts** included in this Memorandum of Coverage are subject to the following:

**A. BANKRUPTCY**

Bankruptcy, insolvency, or receivership of the **Covered Member** shall not relieve **us** of our obligations under this Memorandum of Coverage.

**B. CANCELLATION**

1. **We** may cancel this Memorandum of Coverage for any reason by mailing by Certified mail to **you** written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if **we** cancel for nonpayment of premium; or
  - b. 60 days before the effective date of cancellation if **we** cancel for any other reason.
2. Notice of cancellation will state the effective date of cancellation. The coverage period will end on that date.
3. Proof of mailing will be sufficient proof of notice of cancellation.

**C. NONRENEWAL**

1. If **we** elect not to renew this Memorandum of Coverage, **we** will mail by Certified mail to the **Named Covered Member(s)** written notice of nonrenewal at least 60 days prior to the expiration of this Memorandum of Coverage.
2. Proof of mailing will be sufficient proof of notice of nonrenewal.
3. If either one of the following occurs, **we** are not required to provide written notice of nonrenewal:
  - a. **We** have offered to issue a renewal Memorandum of Coverage; or
  - b. **You** have obtained replacement coverage or have agreed in writing to do so.

**D. CHANGES**

The Memorandum of Coverage contains all the agreements between **you** and **us** concerning the insurance afforded. This Memorandum of Coverage's terms can be amended or waived only by endorsement issued by **us** and made a part of this Memorandum of Coverage.



We will not be bound by any assignment of interest by any **Covered Member** unless our consent to such an assignment is endorsed into this Memorandum of Coverage.

**E. DUTIES IN THE EVENT OF OCCURRENCE, WRONGFUL ACT, CLAIM OR SUIT**

1. **You** will be deemed to be aware of and have knowledge of an **occurrence** or **wrongful act(s)** as of the date that **your** legal department, risk management department, claim administrator or any of **your** elected, appointed or employed officials receives notice of such **occurrence** or **wrongful act(s)**.
2. As a condition precedent to coverage, **you** must notify **us** as soon as practicable of an **occurrence** or **wrongful act(s)** which appears reasonably likely to involve indemnification or result in a **claim** or **suit** under this Memorandum of Coverage. In any event as a condition precedent to coverage **you** must immediately notify **us** of any **occurrence**, **wrongful act(s)**, **claim**, or **suit** which:
  - a. Results in the establishment of a reserve, or would reasonably require the establishment of a reserve, for **ultimate net loss** under Coverage Part A or **loss** under Coverage Part B which equals or exceeds 33% of the relevant **retained limit**; or
  - b. Involves any of the following:
    - (1) Death;
    - (2) An amputation or loss of use of a major extremity;
    - (3) Brain damage affecting mentality or central nervous system - such as permanent disorientation, behavior disorder, personality change, seizures, motor deficit, inability to speak (aphasia), hemiplegia or unconsciousness (comatose);
    - (4) Blindness;
    - (5) Any injury to the spinalcord;
    - (6) Multiple fractures;
    - (7) Nerve damage causing paralysis and loss of sensation in arm and hand, including but not limited to, RSD or brachial plexus nerve damage;
    - (8) Massive internal injuries affecting body organs;
    - (9) Burns - involving over 20% of the body with third degree, or over 40% of the body with second degree;
    - (10) Rape and/or sexual molestation of any individual; or

# SCHOOL RISK AND INSURANCE MANAGEMENT GROUP

*Memorandum of Coverage (Effective: July 1, 2017)*

- (11) Class actions or putative class actions.
3. Written notice should be as complete as possible, and must at least include:
- a. How, when, and where the **occurrence** or **wrongful act(s)** took place;
  - b. The **Covered Member's** name and address;
  - c. The names and addresses of any persons seeking damages and/or any injured persons or witnesses; and
  - d. A description outlining the nature of any **occurrence** or **wrongful act(s)** and of any resulting injury or damage.

Notice of an **occurrence** or **wrongful act(s)** is not notice of a **claim** or **suit**. Once an individual(s) identified in paragraph 1. of this Condition becomes aware of an **occurrence** or **wrongful act(s)** which potentially implicates this Memorandum of Coverage, those individuals and all other **Covered Members** must protect **our** rights and interests.

Failure of any other of **your** agents or employees to notify **us** of any **occurrence** or **wrongful act(s)** of which the agent(s) or employee(s) has knowledge will not by operation of this Condition invalidate the insurance afforded by this Memorandum of Coverage.

4. If a **claim** or **suit** is received by any **Covered Member** which appears reasonably likely to involve indemnification by this Memorandum of Coverage, **you** must immediately record the specifics of the **claim** or **suit**, including any demands, notices, summonses, or legal papers, the date received and notify **us** as soon as practicable as a condition precedent to coverage. Notice will be deemed given as soon as practicable if it is given to **us** by the department or person to whom **you** have delegated such responsibility as soon as practicable after they become aware of a **claim** or **suit**.
5. When **we** exercise **our** right to associate in or assume control of the defense of a **claim** or **suit** as provided by the Coverage Part(s), **you** and any other **Covered Member** involved in such **claim** or **suit** must:
- a. Authorize **us** to obtain records and other information;
  - b. Cooperate with **us** in the investigation, settlement or defense of the **claim** or **suit**; and
  - c. Assist **us**, upon **our** request, in the enforcement of any right against any person or organization which may be liable to the **Covered Member** because of injury or damage to which this Memorandum of Coverage may also apply.

**F. EXAMINATION OF YOUR BOOKS AND RECORDS**

**We** may examine and audit **your** books and records as they relate to this Memorandum of Coverage at any time during the coverage period and up to three years afterward.

**G. INSPECTION AND SURVEYS**

**We** have the right but are not obligated to:

1. Make inspections and surveys at any time;
2. Give **you** reports on the conditions **we** find; and
3. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to determine what coverage to be provided and the premiums to be charged. **We** do not make safety inspections. **We** do not undertake to perform the duty of any person or organization to provide for the health and safety of workers or the public. And **we** do not warrant that conditions:

1. Are safe or healthful; or
2. Comply with laws, regulations, codes or standards.

**H. LEGAL ACTION AGAINST US**

No person, entity, or organization has a right under this Memorandum of Coverage:

1. To join **us** as a party or otherwise bring **us** into any **claim** or **suit**; or
2. To sue **us** under this Memorandum of Coverage unless all of its terms have been fully complied with.

A person, entity, or organization may sue **us** to recover for an **agreed settlement**, as defined below, or for a final judgment against an **Covered Member** obtained after a contested **claim** or **suit**, but **we** will not be liable for **ultimate net loss** under Coverage Part A or **loss** under Coverage Part B that are not payable under the terms of this Memorandum of Coverage or that are in excess of the relevant **Limit(s) of Coverage**. **We** also retain the right to challenge the terms and conditions of any settlement which is not an **agreed settlement**, including but not limited to whether a **Covered Member** had a legal obligation to pay damages to the claimant and whether the facts of the **claim** or **suit** underlying the settlement create any obligations under this Memorandum of Coverage. An **agreed settlement** means a settlement and release of liability signed by **us**, the **Covered Member** and the claimant or the claimant's legal representative.

**I. NAMED COVERED MEMBER**

**Named Covered Member** means the persons or organizations shown in **Item 1, Named Covered Member(s)** of the **Declarations Page**.

**J. OTHER COVERAGE OR INSURANCE**

1. All coverage under this Memorandum of Coverage is excess over any other Memorandum of Coverage or insurance, deductible(s), retention(s) or self-insurance(s), whether written on a primary, excess, contingent or on any other basis, except for any other Memorandum of Coverage or insurance that is specifically purchased by **you** to apply in excess of this Memorandum of Coverage's relevant **Limit(s) of Coverage** set forth in the **Declarations Page** or in any endorsement.
2. If any other Memorandum of Coverage or insurance purchased by **you** or on **your** behalf is deemed to apply on the same excess basis as this Memorandum of Coverage, **our** indemnification obligation, subject to the relevant **retained limit(s)** and **Limit(s) of Coverage** of this Memorandum of Coverage, will be shared with such other Memorandum of Coverage or insurance by the method described in paragraphs 3. and 4. below.
3. If such other Memorandum of Coverage or insurance permits contribution by equal shares, **we** will follow this method also. Under this approach, each Memorandum of Coverage or insurance contributes equal amounts until it has paid or indemnified (as the case may be) the **Covered Member** its relevant limit of coverage or insurance or none of the loss remains, whichever comes first.
4. If such other Memorandum of Coverage or insurance does not permit contribution by equal shares, **we** will indemnify by limits. Under this method, each Memorandum of Coverage or insurance's share is based on the ratio of its relevant limit(s) of coverage or insurance to the total limits of coverage or insurance of all such memoranda of coverage or insurers.
5. **We** have no obligation to indemnify or pay any expenses incurred by such other memoranda of coverage or insurer(s).

**K. REPRESENTATIONS**

By accepting this Memorandum of Coverage and as a condition precedent to coverage, **you** agree that:

1. The information shown on the **Declarations Page** is accurate and complete;
2. The information is based upon representations **you** made to **us** in **your** submission and/or application(s) for this Memorandum of Coverage;
3. **We** have issued this Memorandum of Coverage in reliance upon **your** representations in the submission and/or application(s); and

4. Except as otherwise provided in this Memorandum of Coverage or by law, this Memorandum of Coverage is void in any case of fraud or if **you** conceal or misrepresent any material facts concerning this Memorandum of Coverage, in **your** submission and/or application(s) for this Memorandum of Coverage.

**L. SEPARATION OF COVERED MEMBERS**

Except with respect to the relevant **Limit(s) of Coverage** and any applicable exclusion(s), this Memorandum of Coverage applies:

1. As if each **Named Covered Member** were the only **Named Covered Member**; and
2. Separately to each **Covered Member** against whom **claim** or **suit** is brought.

**M. SUBROGATION - RECOVERY FROM OTHERS**

1. **We** have the right to recover all payments which **we** have made to or on behalf of the **Covered Member** from anyone liable for a loss. If the **Covered Member** recovers from anyone liable for a loss, **we** will be reimbursed first from such recovery to the extent of **our** payments to the **Covered Member**. The **Covered Member** expressly waives any rights it may have to recoup any uncovered portions of any loss prior to **our** recovery of the full amounts **we** paid hereunder.
2. If the **Covered Member** does not commence an action or proceeding to recover damages from anyone liable for a loss paid by **us**, the **Covered Member** agrees to timely assign all of its rights of recovery to **us** and also agrees that **we** have the rights of the **Covered Member** to recover from anyone liable for a loss. The **Covered Member** will do everything necessary to protect those rights and help **us** to enforce them.
3. Any such recovery will be allocated in the following order:
  - a. First, to reimburse any other Memorandum of Coverage or insurance for coverage in excess of this Memorandum of Coverage's relevant **Limit(s) of Coverage** set forth on the **Declarations Page** or any endorsement, or to reimburse the **Covered Member** to the extent there is no such other Memorandum of Coverage or insurance;
  - b. Then, **we** will be reimbursed for all of **our** payments under this Memorandum of Coverage;
  - c. Then, any other Memorandum of Coverage or insurance that **we** are excess above will be reimbursed for all of their payments, if any;
  - d. Finally, any balance of the recovery will be paid to the **Covered Member**.
4. Expenses of all proceedings to recover from anyone liable for loss covered by this Memorandum of Coverage will be deducted from any amount which has been recovered prior to the allocation in accordance with paragraph 3. above.

# SCHOOL RISK AND INSURANCE MANAGEMENT GROUP

*Memorandum of Coverage (Effective: July 1, 2017)*

5. If such action is commenced by the **Covered Member**, with **our** prior approval, and the expenses incurred in obtaining recoveries exceeds the amount recovered, if any, the excess expense will be apportioned between the parties in proportion to the liability of each party for the loss before the recovery was obtained. If such an action or proceeding undertaken solely by **us** results in no recovery, **we** will pay all related expenses.
6. Notwithstanding anything to the contrary in paragraphs 1. through 5. above, in the event **we** make any payment under this Memorandum of Coverage, **we** will waive **our** right of recovery against any person or organization with whom the **Covered Member** has:
  - a. A written contract that is effective and executed prior to the date of an **occurrence** or **wrongful act(s)**, if such contract requires the **Covered Member** to waive its subrogation, contribution, or indemnity rights; or
  - b. Performed or received work under a letter of intent, work order, or other letter of understanding provided that the **Covered Member** can demonstrate that such letter of intent, work order, or other letter of understanding would customarily be reduced to a written contract that requires the **Covered Member** to waive its subrogation, contribution, or indemnity rights.

## **N. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS MEMORANDUM OF COVERAGE**

**Your** rights and duties under this Memorandum of Coverage may not be transferred without **our** prior written consent.

## Coverage Part A

### School Liability Retained Limits Form

Various provisions in this Coverage Part restrict coverage. Read the entire Coverage Part carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Part the words **you** and **your** refer to the **Named Covered Members** shown on the **Declarations Page** and any other person, entity or organization qualifying as a **Named Covered Member** under this Coverage Part. The words **we**, **us** and **our** refer to School Risk and Insurance Management Group.

The word **Covered Member** means any person or organization qualifying under **SECTION II - WHO IS A COVERED MEMBER**.

The words and phrases that are in bold have special meaning. Please refer to **SECTION IV - DEFINITIONS** for their meaning or take note of the reference within the text.

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#### SECTION I - COVERAGE

##### A. Coverage Agreement

1. Subject to the applicable **Limit(s) of Coverage** of this Coverage Part, **we** agree to indemnify the **Covered Member** for the **ultimate net loss** in excess of the **retained limit** which the **Covered Member** becomes legally obligated to pay because of **bodily injury, personal injury, advertising injury, or property damage** which occurs during this coverage period and to which this Memorandum of Coverage applies. No other obligation or liability to pay sums or perform acts or services is covered. The **Covered Member's** obligation to pay will have been determined by judgment against the **Covered Member** after a contested **suit** or by written agreement between the **Covered Member** and the claimant(s) which has received **our** prior approval.
2. This Memorandum of Coverage applies to **bodily injury, personal injury, advertising injury, or property damage** which occurs during this coverage period, provided that prior to this coverage period, no **Covered Member** listed under paragraphs **A.** or **B.** 1., 2., or 3. of **SECTION II – WHO IS A COVERED MEMBER** or no person authorized by **you** to give or receive notice of an **occurrence** or claim, knew that the **bodily injury, personal injury, advertising injury, or property damage** had occurred, in whole or part. If such listed **Covered Member** or authorized person knew, prior to this coverage period, that the **bodily injury, personal injury, advertising injury, or property damage** occurred, then any continuation, change or resumption of such **bodily injury, personal injury, advertising injury, or property damage** during or after this coverage period will be deemed to have been known prior to this coverage period and will not be covered hereunder.

3. **Bodily injury, personal injury, advertising injury, or property damage** which occurs during this coverage period and was not, prior to this coverage period, known to have occurred by a **Covered Member** listed under paragraphs **A.** or **B.** 1., 2., or 3. of **SECTION II – WHO IS A COVERED MEMBER** or any person authorized by **you** to give or receive notice of an **occurrence** or claim, includes any continuation, change or resumption of that **bodily injury, personal injury, advertising injury, or property damage** after the end of this coverage period.
4. **Bodily injury, personal injury, advertising injury, or property damage** will be deemed to have been known to have occurred at the earliest time when any **Covered Member** listed under paragraphs **A.** or **B.** 1., 2., or 3. of **SECTION II – WHO IS A COVERED MEMBER** or any person authorized by **you** to give or receive notice of an **occurrence** or claim:
  - a. Reports all, or any part, of the **bodily injury, personal injury, advertising injury, or property damage** to **us** or any insurer;
  - b. Receives a written or verbal demand or claim for damages because of **bodily injury, personal injury, advertising injury, or property damage**; or
  - c. Actually or constructively becomes aware by any other means that **bodily injury, personal injury, advertising injury, or property damage** has occurred or had begun to occur.
5. Damages because of **bodily injury** which occurs during this coverage period include damages claimed by any person or organization for care, loss of services or death resulting at any time from the **bodily injury**.
6. With respect to **your** liability for **bodily injury** which occurs during this coverage period to **your** employees, **bodily injury** by disease must be caused or aggravated by the conditions of their employment by **you**. The employee's last day of last exposure to the conditions causing or aggravating such **bodily injury** by disease must occur during this coverage period. A separate **occurrence** will apply to each accident or, with respect to disease, each employee.
7. Damages because of **bodily injury** or **personal injury** which occurs while covered by School Risk and Insurance Management Group include damages resulting from **non-employment harassment**, including sexual molestation. All such **bodily injury** or **personal injury** will be deemed to have occurred at the time of the initial **non-employment harassment** while covered by School Risk and Insurance Management Group and all such **bodily injury** or **personal injury** will be deemed to be one **occurrence** whether committed by the same perpetrator or two or more perpetrators acting in concert and without regard to the number of incidents of **non-employment harassment** taking place thereafter. The insurance provided does not apply to any **Covered Member** who is found by a court of law to have committed a criminal act of **non-employment harassment**.



In any event, the **bodily injury, personal injury, advertising injury, or property damage** must be caused by an **occurrence** and the **occurrence** must take place in the **coverage territory**.

## **B. Defense**

We have the right but not the duty to defend any **claim** or **suit** against the **Covered Member** seeking damages for **bodily injury, personal injury, advertising injury, or property damage**, which, in **our** sole opinion, may create indemnification obligations for **us** under this Coverage Part A of the Memorandum of Coverage. In addition:

1. The **Covered Member**, or a **Covered Member** on the **Covered Member's** behalf, has the duty to defend any **claim** or **suit** seeking damages to which this Memorandum of Coverage applies and shall be responsible for any **claim expenses**. The **claim expenses** incurred by the **Covered Member** serve to erode this Coverage Part's **retained limit**.
2. When the **Covered Member's** legal obligation to pay **ultimate net loss** to which this Memorandum of Coverage applies has been determined, and this amount is greater than the **retained limit**, then and only then will the **Covered Member** be entitled to make **claim** for indemnity under this Coverage Part. The **Covered Member** shall make such **claim** for indemnification as soon as practicable after it has paid the **retained limit**. We shall then indemnify the **Covered Member** for the amount of such **ultimate net loss** in excess of the **retained limit** subject to the Coverage Part's relevant **Limit(s) of Insurance** set forth in the **Declarations Page** or in any endorsement.
3. The **Covered Member must** obtain **our** prior written consent before offering or agreeing to pay an amount which exceeds the **retained limit** in order to settle any **claim** or **suit** seeking damages to which this Memorandum of Coverage applies either in whole or in part.
4. We shall also have the right, but not the duty, to assume control in the defense of any **claim** or **suit** which, in **our** sole opinion, may create indemnification obligations for **us** under this Coverage Part. This assumption of control shall include, but not be limited to:
  - a. The investigation of any **occurrence, offense, claim** or **suit**;
  - b. The selection or retention of defense counsel;
  - c. The appeal of any judgment; or
  - d. The settlement of any **claim** or **suit**.

If we exercise **our** rights specified in this paragraph, we shall pay the related **claim expenses**.

## **C. Exclusions**

This Memorandum of Coverage does not apply to:

1. **Bodily injury or property damage** either expected or intended from the standpoint of the **Covered Member**. This exclusion does not apply to **bodily injury or property damage** resulting from:

- a. Any corporal punishment administered to **your** students by or at the direction of **your** current or former teachers, student teachers or school administrators. This coverage does not apply to:
    - (1) The malicious infliction of corporal punishment; or
    - (2) Corporal punishment administered in violation of law, or the policy or regulations of the **Covered Member** or its governing body, where applicable.
  - b. The use of reasonable force to protect persons or property or, with respect to **your** law enforcement activities or **your** departmentally-approved law enforcement activities for others, to an act of the **Covered Member** (unless deemed to be a criminal act) within the arrest or incarceration process.
2. **Bodily injury, personal injury, advertising injury, or property damage** that the **Covered Member** is obligated to pay by reason of the assumption of liability in any contract or agreement. This exclusion does not apply to liability:
- a. Assumed in a contract or agreement that is a **covered contract**; or
  - b. The **Covered Member** would have in the absence of the contract or agreement.
3. Liability imposed on the **Covered Member** or the **Covered Member's** insurer, under any of the following laws:
- a. Employee Retirement Income Security Act (ERISA) of 1974, including any subsequent amendments or any similar federal, state or local law or regulations;
  - b. Any uninsured motorists, underinsured motorists, or automobile no-fault or first party **bodily injury** or **property damage** law;
  - c. Any workers compensation, unemployment insurance, social security or disability benefits law, or any similar law; or
  - d. Any obligation of the **Covered Member** under the Jones Act, general maritime law, the Federal Employers Liability Act, Federal Employee Compensation Act, the Defense Base Act or the U.S. Longshoremen and Harbor Workers Compensation Act.
4. Punitive or exemplary damages because of **bodily injury** to **your** employee while employed by **you** in violation of the law with **your** actual knowledge or the actual knowledge of **your** elected or appointed officials.
5. **Bodily injury, personal injury, advertising injury, or property damage** arising from **employment wrongful act(s)**.
6. a. Other than for the **automobile hazard, bodily injury, personal injury, advertising injury, or property damage** arising directly or indirectly out of

The actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants** at any time.

b. For the **automobile hazard, bodily injury or property damage** arising directly or indirectly out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants** at any time:

- (1) That are, or that are contained in any property that is:
  - (a) Being transported or towed by, handled, or handled for movement into, onto or from the covered **auto**;
  - (b) Otherwise in the course of transit by or on behalf of the **Covered Member**; or
  - (c) Being stored, disposed of, treated or processed in or upon the covered **auto**;
- (2) Before the **pollutants** or any property in which the **pollutants** are contained are moved from the place where they are accepted by the **Covered Member** for movement into or onto the covered **auto**; or
- (3) After the **pollutants** or any property in which the **pollutants** are contained are moved from the covered **auto** to the place where they are finally delivered, disposed of or abandoned by the **Covered Member**.

Paragraph b. (1) above only applies to liability assumed under a contract or agreement.

Paragraphs b. (2) and b. (3) above do not apply to **occurrences** that occur away from premises owned by or rented to a **Covered Member** with respect to **pollutants** not in or upon a covered **auto** if:

- (1) The **pollutants** or any property in which the **pollutants** are contained are upset, overturned or damaged as a result of the maintenance or use of a covered **auto**; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the **pollutants** is caused directly by such upset, overturn or damage.

c. Any loss, cost or expense arising directly or indirectly out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any **Covered Member** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**; or
- (2) Claim or **suit** by or on behalf of a governmental authority or others because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to or assessing the effects of **pollutants**.

**Pollutants** means any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned, or reclaimed.

Paragraphs a. and b. of this exclusion do not apply to:

- (1) **Bodily injury** or **property damage** caused by heat, smoke or fumes from a **hostile fire**. **Hostile fire** means one which becomes uncontrollable or breaks out from where it was intended to be;
  - (2) **Bodily injury** or **property damage** arising out of the unintentional discharge, dispersal, seepage, migration, release or escape of fuels, lubricants, or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of a covered **auto** or **mobile equipment** or its parts, if such fuels, lubricants or other operating fluids escape from the **auto** or **mobile equipment** part designed to hold, store or receive them; or
  - (3) **Bodily injury** if sustained within a building which is or was at any time owned or occupied by, or rented to loaned to, any **Covered Member**, but only so long as the **bodily injury**, was caused by smoke, fumes, vapors or soot from equipment used to heat that building;
  - (4) **Bodily injury** or **property damage** resulting from the use of pepper spray, tear gas or any other similar deterrent;
  - (5) **Bodily injury** or “**property damage** resulting from weed abatement or insect control if the operation applying and application of the chemicals met all standards of any statute, ordinance, regulation or license requirement of any federal, state or local government which apply to such weed abatement or insect control application operations;
  - (6) **Bodily injury** or **property damage** resulting from the backup of sewers or drains;
  - (7) **Bodily injury** or **property damage** resulting from chemicals used for water treatment; and
  - (8) **Bodily injury** or **property damage** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of chemicals, but only while such chemicals are in a **Covered Member’s** classroom for educational purposes.
7. **Bodily injury, personal injury, advertising injury, or property damage** arising out of the ownership, maintenance, operation, use or **loading** and **unloading** of an **Owned Aircraft** or **Hired Aircraft** by any **Covered Member**.

However, this exclusion does not apply to:

- a. to **Aircraft** that has been made unable to move under its own power or unable to fly, or
- b. to **Aircraft** that is neither an **Owned Aircraft** nor **Hired Aircraft** by an **Covered Member**;
- c. to owned or curriculum based unmanned **Aircraft**, that are outside the FAA licensing requirements, and used for instructional or maintenance purposes on

8. **Personal injury or advertising injury:**
  - a. Arising out of electronic or other publication, transmission, dissemination or storage of material, if done by or at the direction of the **Covered Member** with knowledge of its falsity;
  - b. Arising out of electronic or other publication, transmission, dissemination or storage of material whose first publication, transmission, dissemination or storage took place before the beginning of the coverage period; or
  - c. Arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the **Covered Member**.
9. Liability assumed under any **covered contract** for **bodily injury** or **property damage** due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion, revolution, or acts of terrorism.
10. **Property damage** to:
  - a. Property owned, rented or occupied by any **Covered Member**;
  - b. Property loaned to any **Covered Member**;
  - c. Premises **you** sell, give away, or abandon, if the **property damage** arises out of any part of those premises; or
  - d. Personal property in the care, custody, or control of any **Covered Member** except:
    - (1) Property in the possession of persons at time of arrest or incarceration; or
    - (2) Damage sustained to property held or in bailment at **your parking lot and parking garage** operations.

Paragraph d. (2) above does not apply to:

    - (a) Any liability resulting from any contractual obligation by which the **Covered Member** accepts responsibility for loss; or
    - (b) Loss due to theft or conversion caused in any way by **you** or **your** employees.
11. **Property damage** to **your product** arising out of it or any part of it.
12. **Property damage** to **your work** arising out of it or any part of it and included in the **products-completed operations hazard**.
13. **Property damage** to **impaired property** or property not physically injured, arising

- a. A defect, deficiency, inadequacy or dangerous condition in **your product** or **your work**; or
- b. A delay or failure by **you** or anyone acting on **your** behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to **your product** or **your work** after it has been put to its intended use.

14. **Bodily injury, personal injury, advertising injury, or property damage** arising directly or indirectly out of, resulting from, caused by or contributed to by:
  - a. The use of, sale of installation of, removal of, abatement of, distribution of, containment of, or exposure to asbestos, asbestos products, asbestos-containing material, asbestos fibers, or asbestos dust;
  - b. The actual or threatened abatement, mitigation, removal or disposal of asbestos, asbestos products, asbestos-containing material, asbestos fibers, or asbestos dust;
  - c. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with parts a. and b. above; or
  - d. Any obligation of the **Covered Member** to indemnify any party in connection with subparagraphs a. b. or c. above.
15. **Bodily injury, personal injury, advertising injury, or property damage** arising directly or indirectly out of, resulting from, caused or contributed to by electromagnetic radiation, provided that such loss, cost or expense results from or is contributed to by the hazardous properties of electromagnetic radiation. This includes any costs for the actual or threatened abatement, mitigation, or removal.
16. **Bodily injury, personal injury, advertising injury, or property damage** arising directly or indirectly out of, resulting from, caused by or contributed to by:
  - a. The toxic or pathological properties of lead, lead compounds or lead contained in any materials;
  - b. The actual or threatened abatement, mitigation, removal or disposal of lead, lead compounds or materials containing lead;
  - c. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with parts a. or b. above; or
  - d. Any obligation of the **Covered Member** to indemnify any party in connection with subparagraphs a. b. or c. above.
17. **Bodily injury, personal injury, advertising injury, or property damages** arising out of any land use issue, including but not limited to, condemnation, inverse

condemnation, adverse possession, and dedication by adverse use, or disputes involving the application of impact or linkage fees. This includes, but is not limited to takings and partial takings of private property resulting from the application of a land use, zoning, building, subdivision or similar ordinance or regulation.

18. **Bodily injury, personal injury, advertising injury, or property damages** arising from any investigation, claim, **suit** or other proceeding seeking relief or redress in any form other than money damages, including but not limited to, costs, fees, or expenses which the **Covered Member** may become obligated to pay as a result of a consent decree, settlement or adverse judgment for declaratory relief or injunctive relief.
19. **Bodily injury, personal injury, advertising injury, or property damage** arising out of the ownership, maintenance, operation, supervision or use of any trampoline. This exclusion does not apply to exercisers, mini trampolines or other rebounding devices when used in conjunction with an Individual Education Program.
20. **Bodily injury, personal injury, advertising injury, or property damage** arising out of the **in-flight** operations of aircraft. The term **in flight** means the period from the time the **aircraft** moves forward in taking off or in attempting to take off, until it has completed its landing run. This exclusion is in addition to, and does not replace or eliminate, exclusion 7.
21. **Bodily injury, personal injury, advertising injury, or property damage** arising out of the ownership, maintenance, operation, use, supervision, loading or unloading of any watercraft. This exclusion does not apply to manually powered boats, or to sailboats under 26 feet in length, or to power boats with 25 horse power or less, or to watercraft owned and operated by the United States military, or to watercraft used by the Covered Party within its curriculum and specifically endorsed onto this memorandum of coverage.
22. **Bodily injury, personal injury, advertising injury, or property damage** arising out of the ownership, maintenance, operation, use, supervision, loading or unloading of any motorized vehicle, **auto** or watercraft, licensed or unlicensed, while participating in any speed contest or practice sessions, but this exclusion shall not apply to any fire or police training programs.

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## SECTION II - WHO IS A COVERED MEMBER

**A. You are a Covered Member.**

**B. Each of the following is a Covered Member while acting within the scope of their duties as such:**

1. All persons who were, are now, or will be **your** elected or appointed officials or members of the Board of Education, Board of Trustees, School Directors, Superintendents, Assistant Superintendents, Administrators, Assistant Administrators, Principals, Vice Principals, School Committee, or any equivalent administrative position.
2. Current or former commissions, boards or other entities, including their current or former members, under **your** exclusive operation and jurisdiction.
3. All of **your** current or former employees including teachers, student teachers, or school administrators while acting within the scope of their duties for the **Covered Member** and under **your** direction and control.
4. All persons who perform a service on a volunteer basis for **you**, provided such

performance is under **your** direction and control. This does not include any person working on retainer or as an independent contractor.

5. Student Body Organizations including those involved with radio, television and publishing while acting within the scope of their duties and while under jurisdiction of **your** governing board.
6. **Auxiliary Organizations** which have:
  - a. been designated as **Auxiliary Organizations** by **you**,
  - b. been approved by the School Risk and Insurance Management Group;
  - c. paid a premium determined by School Risk and Insurance Management Group.
7. The estate of any person in 1. through 6. above.

C. Any person, entity, or any organization while acting as **your** real estate manager.

D. Any person, entity, or any organization **you** are required by a **covered contract** to include as a **Covered Member**. This coverage will be limited to the extent and Limits of Liability required by the **covered contract** and will not increase the limits stated in **SECTION III - LIMIT(S) OF COVERAGE** or alter any of the terms of coverage stated in this Coverage Part. The **covered contract** must be effective and executed prior to a covered **occurrence**.

E. With respect to:

**Mobile equipment** or any **auto**, any person is a **Covered Member** while driving such **auto** or **mobile equipment** with **your** permission. Any person, entity, or organization responsible for the conduct of such person is also a **Covered Member**, but only with respect to **bodily injury** or **property damage** arising out of the operation of the **auto** or **mobile equipment**.

However, the owner or anyone else from whom **you** hire or borrow an **auto** is a **Covered Member** only if that **auto** is a trailer connected to an **auto you** own.

However, no person, entity, or organization is a **Covered Member** under this paragraph **E.** with respect to:

1. **Property damage** to property owned by **you** or the employer of any person who is a **Covered Member** under this provision;
2. Any **auto you** hire or borrow from one of **your** employees, volunteers or members of their households, if they are the owner of such **auto**, unless acting within the scope of their duties on **your** behalf;
3. Any **auto** being used by a person employed in the business of selling, servicing, repairing, or parking **autos** unless they are **your** employees; or
4. The movement of property to or from an **auto** except by **you**, **your** employees, lessees or borrowers of such **auto**, or any employee of the lessees or borrowers.

F. Any entity or organization **you** newly acquire or form and over which **you** have exclusive jurisdiction will qualify as a **Named Covered Member** if there is no other similar Memorandum of Coverage or insurance available to that entity or organization.

However:



1. Coverage under this provision is afforded only until the 90th day after **you** acquire or form the entity or organization or the end of the coverage period, whichever is earlier;
  2. Coverage does not apply to **bodily injury** or **property damage** that occurred before **you** acquired or formed the entity or organization; and
  3. Coverage does not apply to **personal injury** or **advertising injury** arising out of an **offense** committed before **you** acquired or formed the entity or organization.
- G.** No person, entity, or organization is a **Covered Member** with respect to the conduct of any current or past partnership or joint venture that is not shown as a **Named Covered Member** in the **Declarations Page**.
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### SECTION III - LIMIT(S) OF COVERAGE

- A.** The **Limit(s) of Coverage** shown in the **Declarations Page** and the rules below fix the most we will indemnify the **Covered Member** under this Coverage Part regardless of the number of:
1. **Covered Members;**
  2. Claims made or **suits** brought; or
  3. Persons or organizations making claims or bringing **suits**.
- B.**
1. The each **occurrence Limit of Coverage** is the most we will indemnify the **Covered Member** for **ultimate net loss** under **Coverage Part A** for any single **occurrence**.
  2. Subject to subparagraph **B.1.** above, the **Coverage Part A** Aggregate Limit is the most we will indemnify the **Covered Member** for all **ultimate net loss** during the coverage period for all covered **occurrences**, except **ultimate net loss** because of **bodily injury** or **property damage** arising from the **automobile hazard**.
- C.** The each **occurrence Limit of Coverage** and the **Coverage Part A** Aggregate Limit apply to **ultimate net loss** in excess of the **retained limit** shown on the **Declarations Page, Item 2., Schedule of Retained Limit(s), Coverage Part A** of the School Risk and Insurance Management Group Memorandum of Coverage and will not be reduced by the **retained limit**.
- D.** If any **occurrence** covered in whole or in part under **Coverage Part A** of this Memorandum of Coverage (or any preceding or succeeding Memorandum of Coverage issued by School Risk and Insurance Management Group) also constitutes a **wrongful act(s)** covered in whole or in part under **Coverage Part B** of this Memorandum of Coverage (or any preceding or succeeding Memorandum of Coverage issued by School Risk and Insurance Management Group), then only the Coverage Part with the higher **Limit(s) of Coverage** shall apply.
- E.** The **Limit(s) of Coverage** applies separately to each consecutive annual period, and to any

remaining period of less than twelve (12) months, starting with the beginning of the coverage period shown on the **Declarations Page**, unless the coverage period is extended after issuance for an additional period of less than twelve (12) months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the **Limit(s) of Coverage**.

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## SECTION IV - DEFINITIONS

- A. Advertising injury** means injury arising out of one or more of the following **offenses** committed in the course of advertising **your** goods, products or services:
1. Electronic or other publication, transmission, dissemination or storage of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, or services;
  2. Electronic or other publication, transmission, dissemination or storage of material that violates a person's right of privacy;
  3. Misappropriation of advertising ideas or style of doing business; or
  4. Infringement of copyright, title, or slogan.
- B. Aircraft** means a vehicle designed for the transport of persons or property principally in the air.
- C. Auto** means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. However, an **auto** does not include **mobile equipment**.
- D. Automobile hazard** means **bodily injury** or **property damage** arising out of the ownership, use (including maintenance or repair), **loading or unloading** of any **auto**.
- E. Auxiliary Organization** means Parent-Teacher clubs, Booster Clubs, Foundations and similar organizations whose purpose is to support one or more of your educational programs.
- F. Bodily injury** means bodily injury, sickness, disease, shock, fright, mental injury or anguish, emotional distress or disability sustained by a natural person, including death resulting from any of these at any time. Additionally, bodily injury means injury arising out of the action of students while participating in activities required to complete nurse training and similar allied health courses, but only while completing course work required by **you**. It also includes injury arising out of the rendering of or failure to render medical or paramedical services to persons:
1. By any physician, dentist, nurse, emergency technician, first aid attendant or paramedic who is employed by **you** to provide such services;
  2. By any employee specifically trained and certified by a licensed organization to provide such services; or
  3. By any third party emergency technician, first aid attendant or paramedic providing services to **you** under a mutual aid agreement.

- G. Claim expenses** mean:

1. Claim investigation costs;
2. Legal expenses; or
3. Litigation costs, including but not limited to **pre-** and **post-judgment interest** as required by law on awards and judgments and the cost of bonds to release attachments or to appeal without any obligation to furnish such bonds

which are reasonable in amount and can be directly allocated to the defense of a **Covered Member** against a specific claim or **suit** to which this Coverage Part applies.

**Claim expenses** also includes reasonable attorney fees and necessary litigation expenses incurred which are the **Covered Member's** obligation under a **covered contract** in the defense of an indemnitee or incurred by an indemnitee at the **Covered Member's** request.

**Claim expenses** do not include salaries and expenses of any **Covered Member** (including affiliate or subsidiary organizations of any **Covered Member**), annual retainers, overhead, and any fees paid for claim administration.

**H. Coverage territory** means anywhere in the world if the **Covered Member's** responsibility to pay damages is determined in a **suit** brought in the United States of America (including its territories and possessions), Puerto Rico or Canada.

**I. Covered contract** means:

1. A lease of premises;
2. A sidetrack agreement;
3. Any easement or license agreement except in connection with:
  - a. Vehicle or pedestrian private railroad crossings at grade; or
  - b. Construction or demolition operations on or within 50 feet of a railroad;
4. A mutual aid assistance agreement or contract between political subdivisions;
5. An elevator maintenance agreement;
6. Any law enforcement service agreement for anyone other than **you** provided such agreement has received **your** departmental approval;
7. That part of any other contract or agreement pertaining to **your** operation under which **you** assume the **tort liability** of another because of **bodily injury** or **property damage** to a third person or organization, if the contract or agreement is made prior to the **bodily injury** or **property damage**; or
8. That part of any contract or agreement entered into, as part of the **Covered Member's** operation, by the **Covered Member** or any of the **Covered Member's** employees pertaining to the rental or lease of any **auto**.

A **covered contract** does not include that part of any contract or agreement:

1. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - a. Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
  - b. Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
2. Under which the **Covered Member**, if an architect, engineer or surveyor, assumes liability for injury or damage arising out of the **Covered Member's** rendering or failure to render professional services, including but not limited to, those listed in paragraph 1.a. above and supervisory, inspection or engineering services;
3. That indemnifies any person or organization for damage by fire to premises rented or loaned to **you**;
4. That pertains to the loan, lease or rental of an **auto** to the **Covered Member** or any of the **Covered Member's** employees, if the **auto** is loaned, leased or rented with a driver; or
5. That holds a person or organization engaged in the business of transporting property by **auto** for hire harmless for the **Covered Member's** use of a covered **auto** over a route or territory that a person or organization is authorized to serve by public authority.

**J. Employment-related harassment** means actual or alleged unwelcome or offensive verbal or physical conduct, including sexual molestation, against a present or former employee of, or an applicant for employment with, the **Named Covered Member**.

**K. Employment wrongful act(s)** means any actual or alleged error or misstatement or misleading statement, act or omission, neglect, negligence or breach of duty by a **Covered Member** against a present or former employee of, or an applicant for employment with, the **Named Covered Member**, including, but not limited to, refusal to employ, termination of employment, wrongful demotion, wrongful failure to promote, negative evaluation, hostile work environment, reassignment, wrongful discipline, defamation, humiliation, false arrest, false imprisonment, coercion, libel, slander, retaliation, invasion of privacy, failure to grant tenure, **employment-related harassment** or discrimination.

**L. A Hired Aircraft** shall mean an **Aircraft** that is not an **Owned Aircraft** used under contract by a **Covered Member**.

**M. Impaired property** means tangible property, other than **your product** or **your work** that cannot be used or is less useful because:

1. It incorporates **your product** or **your work** that is known or thought to be defective, deficient, inadequate or dangerous; or
2. **You** have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

1. The repair, replacement, adjustment or removal of **your product** or **your work**; or
2. **Your** fulfilling the terms of the contract or agreement.

**N. Loading or unloading** means the handling of property:

1. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft, **auto** or **mobile equipment**;
2. While it is in or on an aircraft, watercraft, **auto** or **mobile equipment**; or
3. While it is being moved from an aircraft, watercraft, **auto** or **mobile equipment** to the place where it is finally delivered;

but **loading or unloading** does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft, **auto** or **mobile equipment**.

**O. Mobile equipment** means any of the following types of land vehicles, including any attached machinery or equipment:

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
2. Vehicles maintained for use solely on or next to premises **you** own or rent;
3. Vehicles that travel on crawler treads;
4. Vehicles whether self-propelled or not, with permanently mounted:
  - a. Power cranes, shovels, loaders, diggers or drills; or
  - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
5. Vehicles not described in 1., 2., 3., or 4. immediately preceding that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - b. Cherry pickers and similar devices used to raise or lower workers;
6. Vehicles not described in 1., 2., 3., or 4. of this section maintained primarily for purposes other than the transportation of persons or cargo.  
However, self-propelled vehicles with the following types of permanently attached equipment are not **mobile equipment** but will be considered **autos**:
  - a. Equipment designed primarily for:
    - (1) Snow removal;

(2) Road maintenance, but not construction or resurfacing; or

(3) Street cleaning;

b. Cherry pickers and similar devices mounted on automobiles or truck chassis and used to raise or lower workers; and

c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.

**P. Non-employment harassment** means actual or alleged unwelcome or offensive verbal or physical conduct, including sexual molestation, against anyone other than a present or former employee of, or an applicant for employment with, the **Named Covered Member** and shall include any alleged failure to prevent such conduct.

**Q. Occurrence** means:

1. With respect to **bodily injury** and **property damage**, an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

2. With respect to **personal injury** and **advertising injury**, an **offense** or series of related **offenses**.

**R. Offense** means any of the **offenses** included in the definitions of **advertising injury** or **personal injury**.

**S. An Owned Aircraft** shall mean an **Aircraft** owned, in whole or in part, by a **Covered Member** or registered in the name of a **Covered Member**.

**T. Parking lot and parking garage** mean:

1. Those areas **you** own and operate that are used by the general public, including **your** employees or students, to park **autos** or **mobile equipment** whether or not a fee is charged; and

2. Those areas where **you**, or a **Covered Member** on **your** behalf, are exercising physical control over such **autos** or **mobile equipment** or otherwise where **your** legal liability has been established.

**U. Personal injury** means injury, other than **bodily injury**, arising out of one or more of the following **offenses** from the conduct of **your** operations:

1. False arrest, detention or imprisonment;

2. Malicious prosecution;

3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;

4. Electronic or other publication, transmission, dissemination or storage of material that slanders or libels a person or organization or disparages a person's or organization's

5. Electronic or other publication, transmission, dissemination or storage of material that violates a person's right of privacy.

**Personal injury** also includes the following **offenses**, but only with respect to **your** law enforcement activities or **your** departmentally approved law enforcement activities for others:

6. Assault and battery;
7. Violation of civil rights;
8. Violation of property rights;
9. Erroneous service of process; or
10. Failure of **your** law enforcement department and its employees to follow departmentally approved policy(ies) or procedure(s).

**V. Pre-judgment interest** means interest added to a settlement, verdict, award or judgment based on the amount of time prior to the settlement, verdict, award or judgment whether or not made part of the settlement, verdict, award or judgment.

**W. 1. Products-completed operations hazard** includes all **bodily injury** and **property damage** occurring away from premises **you** own or rent and arising out of **your product** or **your work** except:

- a. Products that are still in **your** physical possession; or
- b. Work that has not yet been completed or abandoned.

2. **Your work** will be deemed completed at the earliest of the following times:

- a. When all of the work called for in **your** contract has been completed.
- b. When all of the work to be done at the site has been completed if **your** contract calls for work at more than one site.
- c. When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

3. This hazard does not include **bodily injury** or **property damage** arising out of:

- a. The transportation of property unless the injury or damage arises out of a condition in or on a vehicle created by the **loading or unloading** of it;
- b. The existence of tools, uninstalled equipment or abandoned or unused materials.

**X. Property damage** means:

1. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or
2. Loss of use of tangible property that has not been physically injured. All such loss of use will be deemed to have occurred at the time of the **occurrence** that caused it.

**Y. Retained limit** means:

1. The amount as shown in **Item 2, Coverage Part A** of the **Declarations Page, Schedule of Retained Limit(s)** of the School Risk and Insurance Management Group Memorandum of Coverage. This amount applies to each and every **occurrence**.
2. The **retained limit** will be comprised only of **ultimate net loss**.

**Z. Suit** means a civil proceeding in which damages because of **bodily injury, personal injury, advertising injury, or property damage** to which this Coverage Part applies are alleged. **Suit** includes:

1. An arbitration proceeding alleging such damages; or
2. Any other alternative dispute resolution proceeding alleging such damages.

**W. Tort liability** means a liability that would be imposed by law for injury or damage to persons or property in the absence of any contract or agreement.

**X. Ultimate net loss** means the total amount of damages, including any punitive or exemplary damages when not against public policy and attorney fees awarded in favor of third parties, the **Covered Member** is legally liable to pay because of **bodily injury, personal injury, advertising injury, or property damage**. **Ultimate net loss** also includes related **claim expenses**. **Ultimate net loss** shall be established after a contested **suit** or by a compromise settlement to which **we** have previously agreed in writing. **Ultimate net loss** shall be reduced by any recoveries or salvages which have been paid to or collected by **us**.

**Y. Your product** means:

1. Any goods, or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
  - a. **You**;
  - b. Others trading under **your** name; or
  - c. A person or organization whose business or assets **you** have acquired; and
2. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.



**Your product** includes:

1. Its design, formulation, construction or manufacture;
2. Warranties or representations made at any time with respect to the fitness, quality, durability, or performance or **your product**; and
3. The providing of or failure to provide warnings or instructions.

**Your product** does not include property rented to or located for the use of others but not sold.

**Z. Your work** means:

1. Work or operations performed by **you** or on **your** behalf; and
2. Materials, parts or equipment furnished in connection with such work or operations.

**Your work** includes:

1. Its design, formulation or construction;
2. Warranties or representations made at any time with respect to the fitness, quality, durability, or performance of **your work**; and
3. The providing of or failure to provide warnings or instructions.

## SECTION V – PRIOR AUTHORIZATION

Any coverage afforded under this Memorandum of Coverage for **bodily injury, personal injury, advertising injury, or property damage** arising out of the following activities shall be subject to a \$50,000 per occurrence deductible from the Schools Insurance Group **retained limit** shown on the Declarations Page, Item 2., Schedule of Retained Limit(s), Coverage Part A, unless the **Covered Member** engaging in or permitting the activity has obtained prior authorization from Schools Risk and Insurance Management Group, in writing, to engage in or permit that activity:

1. Ownership or use of a bounce house.
2. Design, fabrication or sale of any motorized on-road or off-road vehicles or related equipment, including without limitation motorized bicycles.
3. Sale of fireworks.
4. Sports events or exhibitions involving animals, including without limitation rodeos or donkey basketball.
5. Parades or similar activities that include transporting students in open vehicles or trailers, including without limitation the beds of pick-up trucks.
6. Events involving direct sale or serving of alcohol.
7. Whitewater rafting.
8. Use of high ropes courses. All such activities **MUST** meet ACCT standards to obtain School Risk and Insurance Management Group approval.
9. Personal pets at school sites except for animals in a District approved class or program, or certified guide or companion dogs pursuant to District policy.

SCHOOL RISK AND INSURANCE MANAGEMENT GROUP – MEMORANDUM OF COVERAGE  
10. Rock climbing other than on permanently installed artificial rock climbing walls.

Please allow 14 days advance notice for School Risk and Management Insurance Group to review requests for authorization.

A **Covered Member** which is provided with coverage under Coverage Part A for engaging in or permitting one of the above listed activities without prior consent shall pay the **loss** up to the \$50,000 deductible. School Risk and Insurance Management Group shall apply the payment to the **retained limit** shown on the Declarations Page, Item 2., Schedule of Retained Limit(s), Coverage Part A.

## Coverage Part B

### School Board Legal Liability

Various provisions in this Coverage Part restrict coverage. Read the entire Coverage Part carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Part the words **you** and **your** refer to the **Named Covered Member** (s) shown on the **Declarations Page** and any other person, entity or organization qualifying as a **Named Covered Member** under this Coverage Part. The words **we**, **us** and **our** refer to School Risk and Insurance Management Group.

The word **Covered Member** means any person or organization qualifying under **SECTION II - WHO IS A COVERED MEMBER**.

The words and phrases that are in bold have special meaning. Please refer to **SECTION IV - DEFINITIONS** for their meaning or take note of the reference within the text.

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#### SECTION I - COVERAGE

##### A. Coverage Agreement

1. Subject to the applicable **Limit(s) of Coverage** of this Coverage Part, **we** agree to indemnify the **Covered Member** for **loss** in excess of the **retained limit** which the **Covered Member** becomes legally obligated to pay because of a **wrongful act(s)** to which this Memorandum of Coverage applies. No other obligation or liability to pay sums or perform acts or services is covered. The **Covered Member's** obligation to pay **loss** will have been determined by judgment against the **Covered Member** after a contested **claim** or by written agreement between the **Covered Member (s)** and the claimant(s) which has received **our** prior approval.
2. This Memorandum of Coverage applies to a **wrongful act(s)** which occurs during this coverage period, provided that prior to this coverage period, no **Covered Member** listed under paragraphs **A.** or **B.** 1., 2., or 3. of **SECTION II – WHO IS A COVERED MEMBER** or no person authorized by **you** to give or receive notice of a **claim**, knew that the **wrongful act(s)** had occurred, in whole or part. If such listed **Covered Member** or authorized person knew, prior to this coverage period, that the **wrongful act(s)** occurred, then any continuation, change or resumption of such **wrongful act(s)** during or after this coverage period will be deemed to have been known prior to this coverage period and will not be covered hereunder.
3. A **wrongful act(s)**, including all **related wrongful act(s)**, which occurs during this coverage period and was not, prior to this coverage period, known to have occurred by a **Covered Member** listed under paragraphs **A.** or **B.** 1., 2., or 3. **SECTION II – WHO IS A COVERED MEMBER** or any person authorized by **you** to give or receive notice of a **claim**, includes any continuation, change or resumption of that **wrongful act(s)**, including all **related wrongful act(s)**, after the end of this coverage period.

4. A **wrongful act(s)** will be deemed to have been known to have occurred at the earliest time when any **Covered Member** listed under paragraphs **A.** or **B.** 1., 2., or 3. of **SECTION II – WHO IS A COVERED MEMBER** or any person authorized by **you** to give or receive notice of a **claim**:
- a. Reports all, or any part, of the **wrongful act(s)** to **us** or any insurer;
  - b. Receives a written or verbal demand or **claim** for damages because of a **wrongful act(s)**; or
  - c. Actually or constructively becomes aware by any other means that a **wrongful act(s)** has occurred or had begun to occur.

In any event the **wrongful act(s)** must take place in the **coverage territory**.

## **B. Defense**

**We** have the right but not the duty to defend any **claim** or **suit** against the **Covered Member** seeking damages for **wrongful acts**, which, in **our** sole opinion, may create indemnification obligations for **us** under this Coverage Part B of the Memorandum of Coverage. In addition:

1. The **Covered Member**, or a **Covered Member** on the **Covered Member's** behalf, has the duty to defend any **claim** or **suit** seeking damages to which this Memorandum of Coverage applies and shall be responsible for any **claim expenses**. The **claim expenses** incurred by the **Covered Member** serve to erode this Coverage Part's **retained limit**.
2. When the **Covered Member's** legal obligation to pay **loss** to which this Memorandum of Coverage applies has been determined, and this amount is greater than the **retained limit**, then and only then will the **Covered Member** be entitled to make **claim** for indemnity under this Coverage Part. The **Covered Member** shall make such **claim** for indemnification as soon as practicable after it has paid the **retained limit**. **We** shall then indemnify the **Covered Member** for the amount of such **loss** in excess of the **retained limit** subject to the Coverage Part's relevant **Limit(s) of Insurance** set forth in the **Declarations Page** or in any endorsement.
3. The **Covered Member** must obtain **our** prior written consent before offering or agreeing to pay an amount which exceeds the **retained limit** in order to settle any **claim** or **suit** seeking damages to which this Memorandum of Coverage applies either in whole or in part.
4. **We** shall also have the right, but not the duty, to assume control in the defense of any **claim** or **suit** which, in **our** sole opinion, may create indemnification obligations for **us** under this Coverage Part. This assumption of control shall include, but not be limited to:
  - a. The investigation of any **wrongful act, offense, claim** or **suit**;
  - b. The selection or retention of defense counsel;
  - c. The appeal of any judgment; or
  - d. The settlement of any **claim** or **suit**.

If **we** exercise **our** rights specified in this paragraph, **we** shall pay the related **claim expenses**.

## C. Exclusions

This Memorandum of Coverage does not apply to any **loss**:

1. Brought about or contributed to by the fraud, dishonesty or bad faith of a **Covered Member** or arising from the deliberate violation of any federal, state, or local statute, ordinance, rule or regulation committed by or with the knowledge and consent of the **Covered Member**. The actual or alleged conduct of any **Covered Member** will not be imputed to any other **Covered Member** for the applicability of this exclusion.
2. Arising out of or attributable to the **Covered Member** gaining profit, advantage, or remuneration to which the **Covered Member** is not entitled. The actual or alleged conduct of any **Covered Member** will not be imputed to any other **Covered Member** for the applicability of this exclusion.
3. Arising directly or indirectly out of any **Covered Member's**:
  - a. Obligations under the Employee Retirement Income Security Act of 1974 (ERISA), including subsequent amendments or any similar federal, state or local law or regulation;
  - b. Activities in any fiduciary capacity; or
  - c. Failure to effect or maintain any insurance, bond, self-insurance fund or **employee benefit program**.
4. Arising out of any land use issue, including but not limited to, condemnation, inverse condemnation, adverse possession, dedication by, adverse use, or disputes involving the application of impact or linkage fees. This includes but is not limited to takings and partial takings of private property resulting from the application of a land use, zoning, building, subdivision or similar ordinance or regulation.
5. Arising directly or indirectly out of:
  - a. **Bodily injury;**
  - b. **Property damage;**
  - c. **Personal injury;** or
  - d. **Advertising injury.**

This exclusion does not apply to **loss** arising out of any **employment wrongful act(s)**.

6. a. Arising directly or indirectly out of or contributed to by any actual or alleged violation of:
  - (1) The Securities Act of 1933;

- (2) The Securities Exchange Act of 1934;
  - (3) The Public Utilities Holding Act of 1935;
  - (4) The Trust Indenture Act of 1939;
  - (5) The Investment Company Act of 1940; or
  - (6) Any State Blue Sky Laws.
- b. Based upon common law principles of liability similar to any law listed in a. above; or
  - c. Involving, directly or indirectly:
    - (1) Debt security financing, including but not limited to bonds, notes and debentures; or
    - (2) The investment of, or the failure to invest, public funds, including but not limited to the use of derivative investment instruments.
7. a. Which arises directly or indirectly out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants** at any time.
- b. Cost or expense arising directly or indirectly out of any:
    - (1) Request, demand, order or statutory or regulatory requirement that any **Covered Member** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of **pollutants**;
    - (2) **Claim** by or on behalf of a governmental authority or others because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **pollutants**; or
    - (3) **Covered Member's wrongful act** in complying with, enforcing or enacting any rule, ordinance, law or regulation having to do with the prevention, mitigation, monitoring, clean up, removal, containment, treatment, detoxification, neutralization, or assessment of the effects of **pollutants**.

**Pollutants** mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

- 8. Cost or expense arising directly or indirectly out of, resulting from, caused or contributed to by electromagnetic radiation, provided that such **loss**, cost or expense result from or are contributed to by the hazardous properties of electromagnetic radiation. This includes any costs for the actual or threatened abatement, mitigation, or removal.
- 9. Cost or expense arising directly or indirectly out of, resulting from, caused by or contributed to by:

- a. The use of, sale of installation of, removal of, abatement of, distribution of, containment of, or exposure to asbestos, asbestos products, asbestos-containing material, asbestos fibers, or asbestos dust;
  - b. The actual or threatened abatement, mitigation, removal or disposal of asbestos, asbestos products, asbestos-containing material, asbestos fibers, or asbestos dust;
  - c. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with parts a. and b. above; or
  - d. Any obligation of the **Covered Member** to indemnify any party in connection with subparagraphs a. b. or c. above.
10. Cost or expense arising directly or indirectly out of, resulting from, caused by or contributed to by:
- a. The toxic or pathological properties of lead, lead compounds or lead contained in any materials;
  - b. The actual or threatened abatement, mitigation, removal or disposal of lead, lead compounds or materials containing lead;
  - c. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with parts a. or b. above; or
11. Arising out of any **Covered Member's** law enforcement activities. This includes, but is not limited to:
- a. **Loss** payable to or caused by any person while being apprehended, held in custody, or who has escaped from custody; and
  - b. The operation of detention facilities.
- This exclusion does not apply to **loss** arising out of any **employment wrongful act(s)**.
12. Arising out of the destruction, theft, conversion, or disappearance of money, securities or the loss of use thereof.
13. Arising directly or indirectly out of rendering or failure to render **professional services** (even if unpaid) by:
- a. **You**;
  - b. Any **Covered Member**; or
  - c. Anyone else for whom **you** may be responsible.
14. Arising out of or related to any **claim** or other proceeding:
- a. By or on behalf of any **Covered Member**, whether directly or derivatively, against any other **Covered Member**; or

- b. By the spouse, child, parent, brother or sister of any **Covered Member** for consequential injury as a result of any injury to any **Covered Member**.

This exclusion does not apply to **loss** arising out of any **employment wrongful act(s)**.

- 15. For which the **Covered Member** is liable or alleged to be liable under any contract or agreement, including any expressed or implied employment contract or any collective bargaining agreement. This exclusion does not apply to **loss** that the **Covered Member** would have in the absence of the contract or agreement.
- 16. Arising directly or indirectly out of or related to construction, architectural, or engineering contracts or to any other contract for the purchase of goods or services.
- 17. Arising directly or indirectly out of:
  - a. Any tax assessments or adjustments;
  - b. The collection, refund, disbursement or application of any taxes; or
  - c. Failure to anticipate tax revenue shortfalls.
- 18. Arising out of any lockout, strike, picket line, replacement or other similar actions resulting from labor disputes or labor negotiations or any protections contained within the National Labor Relations Act.
- 19. Arising out of or in connection with any **claim(s)** for any salary, wages, or other employment related benefits which the **Covered Member** is liable to pay any employee by operation of the:
  - a. Fair Labor Standards Act (except the Equal Pay Act);
  - b. National Labor Relations Act;
  - c. Workers Adjustment and Retaining Notification Act;
  - d. Consolidated Omnibus Budget Reconciliation Act of 1985;
  - e. Occupational Safety and Health Act; or
  - f. Other similar provisions of any federal, state or local statutory or common law or any rules or regulations promulgated under any such law.
- 20. Arising out of any investigation, **claim(s)**, or other proceeding seeking relief or redress in any form other than money damages, including but not limited to, costs, fees, or expenses which the **Covered Member** may become obligated to pay as a result of a consent decree, settlement or adverse judgment for declaratory relief or injunctive relief. This includes but is not limited to:



- a. Any failure to integrate or desegregate the student enrollment or participation in any school district, school or educational or extracurricular program on the basis of race, ethnic background, or national origin;
  - b. The busing or other transportation of students to or from schools or extra-curricular events in connection with a program or plan of such integration or desegregation;
  - c. Causing or allowing the student enrollment or participation in any school district, school educational or extra-curricular program to be operated or administered on a discriminatory basis because of race, ethnic background or national origin; or
  - d. The failure to provide an appropriate individualized education program or related facilities or services, including but not limited to, any cause of action under the Individuals with Disabilities Education Act, American with Disabilities Act of 1990, Section 504 of the Rehabilitation Act or any similar federal, state or local law.
21. Arising directly or indirectly out of any law concerning workers compensation, unemployment insurance, social security, or disability benefits or any similar law.
  22. Arising directly or indirectly out of the failure of any investment in any **employee benefit program**, including but not limited to stocks, bonds, or mutual funds, to perform as represented by a **Covered Member**.
  23. Arising out of **non-employment harassment**.
  24. Arising out of the ownership, maintenance, operation, supervision or use of any trampoline. This exclusion does not apply to exercisers, mini trampolines or other rebounding devices when used in conjunction with an Individual Education Program.
  25. Arising out of the **in-flight** operations of aircraft. The term **in flight** means the period from the time the **aircraft** moves forward in taking off or in attempting to take off, until it has completed its landing run. This exclusion is in addition to, and does not replace or eliminate, exclusion 7
  26. Arising out of the ownership, maintenance, operation, use, supervision, **loading or unloading** of any watercraft. This exclusion does not apply to manually powered boats, or to sailboats under 26 feet in length, or to power boats with 25 horse power or less, or to watercraft owned and operated by the United States military, or to watercraft used by the Covered Party within its curriculum and specifically endorsed onto this memorandum of coverage.
  27. Arising out of the ownership, maintenance, operation, use, supervision, **loading or unloading** of any motorized vehicle, **auto** or watercraft, licensed or unlicensed, while participating in any speed contest or practice sessions, but this exclusion shall not apply to any fire or police training programs.

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## SECTION II - WHO IS A COVERED MEMBER

**A. You are a Covered Member.**

**B. Each of the following is a Covered Member while acting within the scope of their duties as such:**

1. All persons who were, are now, or will be **your** elected or appointed officials or members of the Board of Education, Board of Trustees, School Directors, Superintendents, Assistant Superintendents, Administrators, Assistant Administrators, Principals, Vice Principals, School Committee, or any equivalent administrative position.
2. Current or former commissions, boards or other entities, including their current or former members, under **your** exclusive operation and jurisdiction.
3. All of **your** current or former employees including teachers, student teachers, or school administrators while acting within the scope of their duties for the **Covered Member** and under **your** direction and control.
4. All persons who perform a service on a volunteer basis for **you**, provided such performance is under **your** direction and control. This does not include any person working on retainer or as an independent contractor.
5. Student Body Organizations including those involved with radio, television and publishing while acting within the scope of their duties and while under jurisdiction of **your** governing board.
6. **Auxiliary Organizations** which have:
  - a. been designated as **Auxiliary Organizations** by **you**,
  - b. been approved by the School Risk and Insurance Management Group;
  - c. paid a premium determined by School Risk and Insurance Management Group.
7. The estate of any person in 1. through 6. above.

**C. Any entity or organization you newly acquire or form and over which you have jurisdiction, will qualify as a Named Covered Member if there is no other similar Memorandum of Coverage or insurance available to that organization. However:**

1. Coverage under this provision is afforded only until the 90th day after **you** acquire or form the entity or organization or the end of the coverage period, whichever is earlier;
2. Coverage does not apply to **bodily injury** or **personal injury** arising out of any **employment wrongful act(s)** committed before **you** acquired or formed the entity or organization; and
3. Coverage does not apply to **wrongful act(s)** that take place before **you** acquired or formed the entity or organization.

**D. No person, entity, or organization is a Covered Member with respect to any of the following boards, commissions or entities:**

1. Airports;

2. Transit authorities;
  3. Hospitals, nursing homes, clinics or other similar health facilities;
  4. Housing authorities;
  5. Port authorities; or
  6. Gas, water, electric or sewer utilities.
- E. No person, entity, or organization is a **Covered Member** with respect to the conduct of any current or past partnership or joint venture that is not shown as a **Named Covered Member** in the **Declarations Page**.

### SECTION III – LIMIT(S) OF COVERAGE

- A. The **Limit(s) of Coverage** shown in **Item 3.** of the **Declarations Page** and the rules below fix the most we will indemnify the **Covered Member** under this Coverage Part regardless of the number of:
1. **Covered Members**;
  2. **Claims** made; or
  3. Persons or organizations making **claims**.
- B. 1. The each **claim Limit of Coverage** is the most we will indemnify the **Covered Member** for **loss** under **Coverage Part B** for any single **claim**.
2. Subject to **B. 1.** above, the **Coverage Part B** Aggregate **Limit of Insurance** is the most we will indemnify the **Covered Member** for all **loss** for all covered **claims** during the coverage period.
- C. The each **claim Limit of Coverage** and the Coverage Part Aggregate Limit apply to **loss** in excess of the **retained limit** shown on the **Declarations Page, Item 2., Schedule of Retained Limit(s), Coverage Part B** of the School Risk and Insurance Management Group's Memorandum of Coverage and will not be reduced by the **retained limit**.
- D. A **wrongful act(s)**, including all **related wrongful act(s)**, taking place over more than one coverage period insured by us will be deemed to have taken place when the **wrongful act(s)**, including all **related wrongful act(s)**, first occurred and only the single limit of coverage for the first coverage period will apply.
- E. If any **occurrence** covered in whole or in part under **Coverage Part A** of this Memorandum of Coverage (or any preceding or succeeding Memorandum of Coverage issued by School Risk and Insurance Management Group) also constitutes a **wrongful act(s)** covered in whole or in part under **Coverage Part B** of this Memorandum of Coverage (or any preceding or succeeding Memorandum of Coverage issued by School Risk and Insurance Management Group), then only the Coverage Part with the higher **Limit(s) of Coverage** shall apply.
- F. The **Limit(s) of Coverage** apply separately to each consecutive annual period, and to any

remaining period of less than twelve (12) months, starting with the beginning of the coverage period shown on the **Declarations Page**, unless the coverage period is extended after issuance for an additional period of less than twelve (12) months. In that case, the additional period will be deemed part of the last preceding annual period for purposes of determining the **Limit(s) of Coverage**.

## SECTION IV – DEFINITIONS

- A. Advertising injury** means injury arising out of one or more of the following **offenses** committed in the course of advertising **your** goods, products or services:
1. Electronic or other publication, transmission, dissemination or storage of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, or services;
  2. Electronic or other publication, transmission, dissemination or storage of material that violates a person's right of privacy;
  3. Misappropriation of advertising ideas or style of doing business; or
  4. Infringement of copyright, title, or slogan.
- B. Aircraft** means a vehicle designed for the transport of persons or property principally in the air.
- C. Auxiliary Organizations** mean Parent-Teacher Clubs, Booster Clubs, Foundations and similar organizations whose purpose is to support one or more of your educational programs.
- D. Bodily injury** means bodily injury, sickness, disease, shock, fright, mental injury or anguish, emotional distress, or disability sustained by a natural person, including death resulting from any of these at any time. It also includes injury arising out of the rendering of or failure to render medical or paramedical services. Additionally, bodily injury means injury arising out of the actions of students while participating in activities required to complete nurse training and similar allied health courses, but only while completing course work required by **you**.
- E. Claim(s)** means an oral or written demand or notice received by a **Covered Member** containing an allegation of **wrongful act(s)** committed by and seeking damages against a **Covered Member**. **Claim(s)** will include civil proceedings, arbitration, other alternative dispute resolutions, or other legal proceedings. **Claim(s)** will also include a charge or complaint filed with the EEOC or its state or local equivalent containing an allegation of **employment wrongful act(s)** committed by a **Covered Member**. With the exception of such allegations of **employment wrongful act(s)**, **claim(s)** will not include:
1. Any complaint or investigatory or enforcement action by any federal, state or local governmental agency; or
  2. Any labor or grievance arbitration that is subject to a collective bargaining agreement.
- F. Claim expenses** mean:

1. Claim investigation costs;
2. Legal expenses; and
3. Litigation costs, including but not limited to **pre-** and **post-judgment interest** as required by law on awards and judgments and the cost of bonds to release attachments or to appeal without any obligation to furnish such bonds;

which are reasonable in amount and can be directly allocated to the defense of a **Covered Member** against a specific **claim** to which this Coverage Part applies.

**Claim expenses** do not include salaries and expenses of any **Covered Member** (including affiliate or subsidiary organizations of any **Covered Member**), annual retainers, overhead, and any fees paid for claim administration.

**G. Coverage territory** means anywhere in the world if the **Covered Member's** responsibility to pay damages is determined in a civil, arbitration or alternative dispute resolution proceeding brought in the United States of America (including its territories and possessions), Puerto Rico or Canada.

**H. Employee benefit program** means:

1. Group life insurance, employee assistance programs, group accident or health insurance, investment plans or savings plans, profit sharing plans, pension plans and stock subscription plans, provided that no one other than an employee of the **Covered Member** may subscribe to such insurance or plans; and
2. Unemployment insurance, social security benefits, workers compensation and disability benefits.

**I. Employment-related harassment** means actual or alleged unwelcome or offensive verbal or physical conduct, including sexual molestation, against a present or former employee of, or an applicant for employment with, the **Named Covered Member**.

**J. Employment wrongful act(s)** means any actual or alleged error or misstatement or misleading statement, act or omission, neglect, negligence or breach of duty by a **Covered Member** against a present or former employee of, or an applicant for employment with, the **Named Covered Member**, including, but not limited to, refusal to employ, termination of employment, wrongful demotion, wrongful failure to promote, negative evaluation, hostile work environment, reassignment, wrongful discipline, defamation, humiliation, false arrest, false imprisonment, coercion, libel, slander, retaliation, invasion of privacy, failure to grant tenure, **employment-related harassment** or discrimination.

**K. Loss** means the total amount of damages, including any punitive or exemplary damages when not against public policy and attorney fees awarded in favor of third parties, the **Covered Member** is legally obligated to pay because of a **wrongful act(s)**. **Loss** also includes related **claim expenses**, back pay, and front pay. **Loss** will be established after a contested **claim** or by a compromise settlement to which **we** have previously agreed in writing. **Loss** will be reduced by any recoveries or salvages which have been paid or collected. **Loss** does not include any damages, costs, or expenses incurred by any **Covered Member** in making physical changes, modifications, alternations, or improvements as part of an accommodation or any cause of action

of any person pursuant to the Individuals with Disabilities Education Act, American with Disabilities Act of 1990, Section 504 of the Rehabilitation Act or any similar federal, state or local law.

- L. Non-employment harassment** means actual or alleged unwelcome or offensive verbal or physical conduct, including sexual molestation, against anyone other than a present or former employee of, or an applicant for employment with, the **Named Covered Member** and shall include any alleged failure to prevent such conduct.
- M. Offense** means any of the **offenses** included in the definitions of **advertising injury** or **personal injury**.
- N. Personal injury** means injury, other than **bodily injury**, arising out of one or more of the following **offenses** from the conduct of **your** operations:
1. False arrest, detention or imprisonment;
  2. Malicious prosecution;
  3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;
  4. Electronic or other publication, transmission, dissemination or storage of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, or services; or
  5. Electronic or other publication, transmission, dissemination or storage of material that violates a person's right of privacy.
- O. Pre-judgment interest** means interest added to a settlement, verdict, award or judgment based on the amount of time prior to the settlement, verdict, award or judgment whether or not made part of the settlement, verdict, award or judgment.
- P. Professional services** mean any service by anyone engaged in any of the following:
1. The practice of medicine, including but not limited to, physicians, surgeons, osteopaths, chiropractors, anesthesiologists, dentists, psychiatrists, psychologists, nurses, paramedics, emergency medical technicians, first-aid attendants or pharmacists.
  2. The practice of law or accounting.
  3. The practice of architecture, engineering, surveying or drafting.
- Q. Property damage** means:
1. Physical injury to tangible property, including all resulting **loss** of use of that property; or
  2. Loss of use of tangible property that has not been physically injured.
- R. Related wrongful act(s)** will mean **wrongful act(s)** which have as a common nexus any fact,

circumstance, situation, event, transaction or series of facts, circumstances, situations, events or transactions.

**S. Retained limit** means:

1. The amount as shown in **Item 2., Coverage Part B** of the **Declarations Page, Schedule of Retained Limit(s)** of the School Risk and Insurance Management Group's Memorandum of Coverage.

This amount applies to each and every **claim(s)**.

2. The **retained limit** will be comprised only of **loss**.
3. The **retained limit** will not be impaired by any **claim(s)** or part of **claim(s)** brought against the **Covered Member** for coverages which are not included in the terms of this Coverage Part.

**T. Wrongful act** means any actual or alleged error or misstatement or misleading statement, act or omission, neglect, negligence, or breach of duty by a **Covered Member** solely in the course of the **Covered Member's** duties for **you**. **Wrongful act** will also include **employment wrongful act(s)**.

## SECTION V – PRIOR AUTHORIZATION

Any coverage afforded under this Memorandum of Coverage for **loss** arising out of the following activities shall be subject to a \$50,000 per occurrence deductible from the School Risk and Insurance Management Group **retained limit** shown on the Declarations Page, Item 2., Schedule of Retained Limit(s), Coverage Part B, unless the **Covered Member** engaging in or permitting the activity has obtained prior authorization from School Risk and Insurance Management Group, in writing, to engage in or permit that activity:

1. Ownership or use of a bounce house.
2. Design, fabrication or sale of any motorized on-road or off-road vehicles or related equipment, including without limitation motorized bicycles.
3. Sale of fireworks.
4. Sports events or exhibitions involving animals, including without limitation rodeos or donkey basketball.
5. Parades or similar activities that include transporting students in open vehicles or trailers, including without limitation the beds of pick-up trucks.
6. Events involving direct sale or serving of alcohol.
7. Whitewater rafting.
8. Use of high ropes courses. All such activities **MUST** meet ACCT standards to obtain School Risk and Insurance Management Group approval.
9. Personal pets at school sites except for animals in a District approved class or program, or certified guide or companion dogs pursuant to District policy.
10. Rock climbing other than on permanently installed artificial rock climbing walls.

Please allow 14 days advance notice for School Risk and Insurance Management Group to review requests for authorization.

A **Covered Member** that is provided with coverage under Coverage Part B for engaging in or permitting one of the above listed activities without prior consent shall pay the **ultimate net loss** up to the \$50,000 deductible. School Risk and Insurance Management Group shall apply the payment to the **retained limit** shown on the Declarations Page, Item 2., Schedule of Retained Limit(s), Coverage Part B.



THIS SCHEDULE IS PART OF YOUR POLICY AND TAKES EFFECT  
ON THE EFFECTIVE DATE OF YOUR POLICY.

**SCHEDULE OF FORMS AND ENDORSEMENTS**

<b>NAMED INSURED</b>	<u>School Risk and Insurance Management Group and all its members</u>	<b>EFFECTIVE DATE</b>	07/01/2017
<b>POLICY NUMBER</b>	SGL0002021/SAL0002021		12:01 A.M. STANDARD TIME

<b>FORM NAME</b>	<b>FORM NUMBER/ENDORSEMENT NUMBER</b>
<b>Memorandum of Coverage Declarations Page</b>	<b>SIG MOC 7/1/2017-7/1/2018</b>
<b>Named Covered Members Endorsement</b>	<b>Endorsement 1 (Effective 7/1/2017)</b>
<b>Employee Benefit Liability Endorsement Occurrence Basis</b>	<b>Endorsement 2 (Effective 7/1/2017)</b>
<b>Uninsured Motorists, Underinsured Motorists Coverage Endorsement</b>	<b>Endorsement 3 (Effective 7/1/2017)</b>
<b>ISO's Nuclear Energy Liability Exclusion Endorsement (Broad Form) IL 0021 (04/98)</b>	<b>Endorsement 4 (Effective 7/1/2017)</b>
<b>Amendment of Payment Terms to Pay on Behalf of Basis-Coverage Part A Endorsement</b>	<b>Endorsement 5 (Effective 7/1/2017)</b>
<b>Amendment of Payment Terms of Pay on Behalf of Basis-Coverage Part B Endorsement</b>	<b>Endorsement 6 (Effective 7/1/2017)</b>
<b>Common Policy Conditions</b>	<b>SIG CPC MOC (Effective 7/1/2017)</b>
<b>Coverage Part A – School Liability</b>	<b>SIG Coverage Part A – MOC (Eff: 7/1/2017)</b>
<b>Coverage Part B – School Board Legal Liability</b>	<b>SIG Coverage Part B – MOC (Eff: 7/1/2017)</b>
<b>Anniversary Statement</b>	<b>Endorsement 7 (Effective 7/1/2018)</b>
<b>Anniversary Statement</b>	<b>Endorsement 8 (Effective 7/1/2019)</b>
<b>Anniversary Statement</b>	<b>Endorsement 9 (Effective 7/1/2020)</b>
<b>Anniversary Statement</b>	<b>Endorsement 10 (Effective 7/1/2021)</b>
<b>Nevada Joint Union High School District Deletion/Exclusion Endorsement</b>	<b>Endorsement 11 (Effective 7/1/2021)</b>
<b>Named Covered Member Endorsement Updated for 7/1/2021-2022 (Nevada Jt. UHSD withdrawal noted, delete Rocklin Independent Charter School Academy effective 6/30/2020)</b>	<b>Effective 7/1/2021</b>

# AMENDATORY ENDORSEMENT-POOLS, JOINT POWERS AUTHORITY, RISK RETENTION GROUP OR GROUP PURCHASING ARRANGEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement's coverage is subject to all the terms and conditions set forth in this Memorandum of Coverage and any endorsements attached thereto.

The following is added to **SECTION II-WHO IS A NAMED COVERED MEMBER**:

The Named Covered Member(s) described on the Declarations page are members of the following California Joint Powers Authorities named below:

SCHOOL RISK AND INSURANCE MANAGEMENT GROUP AND ITS MEMBERS BEING

<b>SCHOOL RISK AND INSURANCE MANAGEMENT GROUP</b>
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- 1) ACKERMAN SCHOOL DISTRICT  
*Bowman Charter*
- 2) ALTA-DUTCH FLAT ELEMENTARY SCHOOL DISTRICT
- 3) AUBURN UNION SCHOOL DISTRICT  
*E.V. Cain 21<sup>st</sup> Century Stem Charter*  
*Alta Vista Community Center*
- 4) BLACK OAK MINE UNIFIED SCHOOL DISTRICT  
*American River Charter*
- 5) CHICAGO PARK SCHOOL DISTRICT  
*Chicago Park Community Charter*
- 6) CLEAR CREEK SCHOOL DISTRICT
- 7) COLFAX ELEMENTARY SCHOOL DISTRICT
- 8) DRY CREEK JOINT ELEMENTARY SCHOOL DISTRICT
- 9) EMIGRANT GAP SCHOOL DISTRICT- rolled into Alta-Dutch Flat Elementary School District
- 10) EUREKA UNION SCHOOL DISTRICT
- 11) FORESTHILL UNION SCHOOL DISTRICT
- 12) GRASS VALLEY SCHOOL DISTRICT  
*Grass Valley Charter*
- 13) LAKE TAHOE UNIFIED SCHOOL DISTRICT
- 14) LOOMIS UNION SCHOOL DISTRICT  
*Loomis Basin Charter*
- 15) MID-PLACER PUBLIC SCHOOLS TRANSPORTATION
- 16) NEVADA CITY SCHOOL DISTRICT  
*Nevada City Charter*
- 17) NEVADA COUNTY CONSORTIUM FOR SPECIAL EDUCATION
- 18) NEVADA COUNTY SUPERINTENDENT OF SCHOOLS
- 19) NEVADA COUNTY SCHOOLS BUS AGENCY
- 20) NEVADA COUNTY SCHOOLS CENTRAL KITCHEN
- 21) NEVADA JOINT UNION HIGH SCHOOL DISTRICT
- 22) NEWCASTLE ELEMENTARY SCHOOL DISTRICT  
*Newcastle Charter*  
*Harvest Ridge Charter*
- 23) OPHIR ELEMENTARY SCHOOL DISTRICT- became part of Loomis Union School District Effective: 7/1/2009
- 24) PENN VALLEY UNION ELEMENTARY SCHOOL DISTRICT -ACTIVE 07/01/2014  
*Vantage Charter School*
- 25) PENRYN ELEMENTARY SCHOOL DISTRICT- became part of Loomis Union School District Effective: 7/1/2005
- 26) PLACER COUNTY OFFICE OF EDUCATION  
*Placer County Pathways Charter - added 07/01/2012*
- 27) PLACER HILLS UNION SCHOOL DISTRICT  
*Weimar Hills Charter*
- 28) PLACER-NEVADA COUNTY S.E.L.P.A.
- 29) PLACER UNION HIGH SCHOOL DISTRICT
- 30) PLEASANT RIDGE UNION SCHOOL DISTRICT
- 31) PLEASANT VALLEY SCHOOL DISTRICT -lapsed into Penn Valley UESD 06/30/2014  
*Arete Charter Academy (added effective 7/1/2017)*



**MEMORANDUM OF COVERAGE CHANGES**

MEMORANDUM OF COVERAGE	ENDORSEMENT EFFECTIVE	ENDORSEMENT NUMBER <u>2</u>
POLICY NO. SGL00020	07/01/2017	
COVERED MEMBERS	COVERAGE PARTS AFFECTED	
SCHOOL RISK AND INSURANCE MANAGEMENT GROUP members per Endorsement #1.	The School Risk and Insurance Management Group MOC Retained Limit Form	

**CHANGES**

**EMPLOYEE BENEFIT LIABILITY ENDORSEMENT**  
**(OCCURRENCE BASIS)**

In consideration of payment of the premium and in reliance upon the statements in the **Declarations Page** and subject to the exclusions, conditions and other terms of **The Memorandum of Coverage**, to which this Endorsement is attached, the following insurance applies.

**COVERED AGREEMENTS**

- I. **COVERED AGREEMENTS.** We agree, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the **Covered Member** for all sums in excess of the **retained limit** for Coverage Part B for which the **Covered Member** shall be legally obligated to pay as **loss** because of any **employee benefit liability claim** which occurs against the **Covered Member** during the coverage period and arising out of any negligent acts, errors or omissions of the **Covered Member**, or any other person for whose acts the **Covered Member** is legally liable in the **administration** of the **Covered Member’s employee benefit program**.
- II. **LIMIT(S) OF COVERAGE.** The each **claim** Limit shown in the **Declarations Page for Coverage Part B** is the most **we** will indemnify the **Covered Member** for **loss** in excess of the **Covered Member’s retained limit** under this Endorsement for each **employee benefit liability claim** occurring during the coverage period arising out of the **administration** of the **Covered Member’s employee benefit program**.

Subject to the foregoing, the Aggregate Limit shown in the **Declarations Page for Coverage Part B** is the most **we** will indemnify the **Covered Member** for **loss** in excess of the **Covered Member’s retained limit** under this Endorsement for all **employee benefit liability claims** occurring during each annual coverage period arising out of the **administration** of the **Covered Member’s employee benefit program**.

The inclusion or addition hereunder of more than one **Covered Member** shall not operate to increase **our Limit of Coverage**.

A negligent act, error or omission or a series of negligent acts, errors or omissions of the **Covered Member** or any other person for whose acts the **Covered Member** is legally liable taking place over more than one coverage period insured by **us** or an affiliated insurer shall be deemed to have taken place during the last coverage period only and only the limit of insurance for the last coverage period shall apply.

**III. DEFENSE.** We will have the right but not the duty to defend any **employee benefit liability claim** involving the coverage afforded under this Endorsement. We may join, at our expense, and in our sole discretion, with the Covered Member or any underlying Memorandum of Coverage or insurance in the investigation, defense or settlement of any claim or suit which we believe may require payment under this Endorsement. The responsibility for paying any defense costs or **claim expenses** shall be as set forth in **The School Risk and Insurance Management Group School MOC, Retained Limit Form, Coverage Part B.**

**IV.**

### DEFINITIONS

This Employee Benefits Liability Endorsement is subject to all the definitions incorporated in **The School Risk and Insurance Management Group School MOC, Retained Limit Form, Coverage Part B** to which this Endorsement is attached. The following definitions also apply to this Endorsement:

**A.** The term, **employee benefit liability claim**, means any demand, charge, or lawsuit for damages, compensation or services by one or more employees of the **Covered Member** or against the **Covered Member**, including any beneficiary(ies) thereof or legal representative(s), as the result of any negligent acts, errors or omissions in the **administration** of the **Covered Member's employee benefit program.**

**B.** The term, **employee benefit program**, means:

1. Group life insurance, employee assistance programs, group accident or health insurance, investment plans or savings plans, profit sharing plans, pension plans and stock subscription plans, provided that no one other than an employee of the **Covered Member** may subscribe to such insurance or plans;
2. Unemployment insurance, social security benefits, worker's compensation and disability benefits; or
3. Any other similar plan designated and added hereto by endorsement.

**C.** The term, **administration**, means:

1. Providing information to employees, including their dependents and beneficiaries, with respect to eligibility for any **employee benefit program.**
2. Handling of records in connection with the **employee benefit program;** or
3. Effecting, continuing or terminating any employee participation in any benefit included in the **employee benefit program**, but this does not include the actual effecting, continuing or terminating of such **employee benefit program** which shall be deemed to be a fiduciary act

provided that all such **administration** is performed by a person authorized by the **Covered Member.**

However, **administration** does not include handling payroll deductions.

### EXCLUSIONS

This Employee Benefit Liability Endorsement does not apply:

**A.** To any dishonest, fraudulent, criminal or malicious act, error or omission;

- B. To **bodily injury, personal injury, advertising injury or property damage**;
- C. To any **employee benefit liability claim** based upon the **Covered Member's** failure to comply with the federal "Employee Retirement Income Security Act of 1974", including any subsequent amendments or any similar federal, state or local law or regulations;
- D. To any **employee benefit liability claim** for failure of performance of contract by any **Covered Member**, insurer or self-insurer;
- E. To any **employee benefit liability claim** based upon the **Covered Member's** failure to comply with any law concerning worker's compensation, unemployment insurance, social security, or disability benefits;
- F. To any **employee benefit liability claim** based upon failure of investment, including but not limited to stocks, bonds, mutual funds, to perform as represented by a **Covered Member**;
- G. To any **employee benefit liability claim** based upon advice given by an **Covered Member** to participate or not to participate in any **employee benefit program**; or
- H. To actual or alleged discrimination including but not limited to discrimination based on race or national origin, religion or creed, age, sex, physical disability, military status, or employment practices whether or not any of the foregoing violated any federal, state, or local governmental or regulation prohibiting such discrimination.

#### **CONDITIONS**

This Employee Benefit Liability Endorsement is subject to all of the conditions in **The Memorandum of Coverage**.

Signed at \_\_\_\_\_ July 1, 2017

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Authorized Representative

POLICY CHANGES

Endorsement  
Number 3

POLICY NUMBER SGL00020/SAL00020	ENDORSEMENT EFFECTIVE 07/01/2017	
COVERED MEMBER  School Risk and Insurance Management Group and its' covered members		COVERAGE PARTS AFFECTED  The School Risk and Insurance Management Group MOC School Liability Retained Limit Form Coverage Part A

CHANGES

**UNINSURED MOTORISTS, UNDERINSURED MOTORISTS COVERAGE ENDORSMENT**

A. SECTION 1 C. Exclusions paragraph 3.b. of the SCHOOL LIABILITY RETAINED LIMIT FORM COVERAGE PART A is amended as follows:

- 3. Liability imposed on the School Risk and Insurance Management Group and their **Covered Members**, under any of the following laws:
  - b. Any automobile no-fault (personal injury protection) or first party **bodily injury** or **property damage** law, except uninsured motorists and/or underinsured motorists law; or

**ADDITIONAL EXCLUSION:**

This insurance does not apply to any **bodily injury** sustained by any employee of any **Covered Member** or by any employee who has collected and is entitled to collect workers compensation benefits as a result of this accident or a related accident.

B. It is further agreed that:

- 1. The terms and conditions for uninsured motorists and/or underinsured motorists coverage will be as set forth in the applicable jurisdictional automobile underinsured motorists and/or underinsured motorists statutes and regulations (not attached to this memorandum of coverage) but such terms shall be subject to the terms and conditions of this memorandum of coverage; and
- 2. The each **occurrence Limit of Insurance** with respect to the **automobile hazard**, as indicated on the Declarations Page, is the most we will pay on behalf of the Covered Member for **ultimate net loss** in excess of the **retained limit** for which the **Covered Member** becomes legally obligated to pay for uninsured motorists and/or underinsured motorists liability in accordance with the applicable jurisdiction uninsured motorists and/or underinsured motorists statutes and regulations to or for a **Covered Member** who sustains **bodily injury** or **property damage** in an **occurrence** arising out of the operation, use, maintenance, or repair, including **loading** or **unloading**, of an **auto**.

**THIS ENDORSEMENT CHANGES THE MEMORANDUM OF COVERAGE.  
PLEASE READ IT CAREFULLY.**

**NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)**

This endorsement modifies coverage provided under the following: **School Risk and Insurance Management Group's Memorandum of Coverage And Any Endorsements Attached Thereto**

1. The Memorandum of Coverage does not apply:
  - A. Under any Liability Coverage, to **bodily injury** or **property damage**:
    - (1) With respect to which an Named Covered Member under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
    - (2) Resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the Named Covered Member is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
  - B. Under any Medical Payments coverage, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
  - C. Under any Liability Coverage, to bodily injury or property damage resulting from hazardous properties of nuclear material, if:
    - (1) The nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an Named Covered Member or (b) has been discharged or dispersed therefrom;
    - (2) The nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an Named Covered Member; or
- (3) The **bodily injury** or property **damage** arises out of the furnishing by an Named Covered Member of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat.
2. As used in this endorsement:

hazardous properties includes radioactive, toxic or explosive properties.

nuclear material means source material, special nuclear material or by-product material .

source material, special nuclear material , and by-product material have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

spent fuel means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor.

waste means any waste material (a) containing by-product material other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content, and (b) resulting from the operation by any person or organization of any nuclear facility included under the first two paragraphs of the definition of nuclear facility.

nuclear facility means:

  - (a) Any nuclear reactor;
  - (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel , or (3) handling, processing or packaging waste;



- (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the Named Covered Member at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste;

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

nuclear reactor means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

property damage includes all forms of radioactive contamination of property.

THIS ENDORSEMENT CHANGES THE MEMORANDUM OF COVERAGE. PLEASE READ IT CAREFULLY.

### MEMORANDUM OF COVERAGE CHANGES

MEMORANDUM OF COVERAGE  POLICY NO. SGL00020/ SAL00020	ENDORSEMENT EFFECTIVE  07/01/2017	ENDORSEMENT NUMBER <u>5</u>
NAMED COVERED MEMBERS  School Risk and Insurance Management Group members per Endorsement #1.		COVERAGE PARTS AFFECTED  The School Risk and Insurance Management Group Public School MOC Retained Limit Form Coverage Part A

### CHANGES

#### AMENDMENT OF PAYMENT TERMS TO PAY ON BEHALF OF BASIS

Subject to the applicable Limit(s) of Coverage of this Coverage Part, we agree to pay on behalf of the **Covered Member ultimate net loss** in excess of the **retained limit** for which the **Covered Member** becomes legally obligated to pay because of **bodily injury, personal injury, advertising injury, or property damage** to which this insurance applies under **Coverage Part A – School Liability**.

Based on the above, all references throughout this Memorandum of Coverage, including any attached endorsements, relating to *indemnify, indemnification, or indemnity* of the **Covered Member** for **ultimate net loss** in excess of the **Covered Member's** retained limit are hereby amended to read, *pay on behalf of, payment or pay*, where applicable.

No other obligations or liability to pay sums or perform acts or services is covered.

\_\_\_\_\_  
Authorized Representative

SCHOOL RISK AND INSURANCE MANAGEMENT GROUP MOC PAY ON BEHALF PAYMENT TERMS-  
COVERAGE A

THIS ENDORSEMENT CHANGES THE MEMORANDUM OF COVERAGE. PLEASE READ IT CAREFULLY.

### MEMORANDUM OF COVERAGE CHANGES

MEMORANDUM OF COVERAGE POLICY NO. SGL00020/ SAL00020	ENDORSEMENT EFFECTIVE  07/01/2017	ENDORSEMENT NUMBER <u>6</u>
NAMED COVERED MEMBERS School Risk and Insurance Management Group members per Endorsement #1.		COVERAGE PARTS AFFECTED  The School Risk and Insurance Management Group Public School MOC Retained Limit Form Coverage Part B

### CHANGES

#### AMENDMENT OF PAYMENT TERMS TO PAY ON BEHALF OF BASIS

Subject to the applicable Limit(s) of Coverage of this Coverage Part, **we** agree to pay on behalf of the **Covered Member** **loss** in excess of the **retained limit** for which the **Covered Member** becomes legally obligated to pay because of **wrongful act(s)** to which this Memorandum of Coverage applies under **Coverage Part B – School Board Legal Liability**.

Based on the above, all references throughout this Memorandum of Coverage, including any attached endorsements, relating to *indemnify, indemnification, or indemnity* of the **Covered Member** for **loss** in excess of the **Covered Member's** retained limit are hereby amended to read, *pay on behalf of, payment or pay*, where applicable.

No other obligations or liability to pay sums or perform acts or services is covered.

\_\_\_\_\_  
Authorized Representative

SCHOOL RISK INSURANCE MANAGEMENT GROUP MOC PAY ON BEHALF PAYMENT TERMS-COVERAGE B

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**MEMORANDUM OF COVERAGE CHANGE**

Endorsement  
Number 11

POLICY NUMBER	ENDORSEMENT EFFECTIVE	
SGL00002021/SAL0002021	07/01/2021	
NAMED INSURED  Schools Risk and Insurance Management Group and its Covered Members per Endorsement #1		Amendatory Endorsement-Pools, Joint Powers Authority, Risk Retention Group or Group Purchasing Arrangement

**CHANGES**

Endorsement 1 is hereby amended to delete and exclude as a Covered Member the following:

**NEVADA JOINT UNION HIGH SCHOOL DISTRICT**

\_\_\_\_\_  
Authorized Representative