



This policy is issued by a non-admitted insurer; in the event of the insolvency of such insurer, this policy will not be covered by the: Georgia Insurance Guaranty Association.			
Policy Number:	EPGA 000097-01	Date Issued:	07/14/2023
COMMON POLICY DECLARATIONS FOR SCHOLASTIC ALTERNATIVE SOLUTIONS			
Named Insured and Mailing Address:		Producer and Mailing Address:	
The State of Georgia c/o Department of Administrative Services 200 Piedmont Avenue SE, Suite 1804 West Tower Atlanta, GA 30334-9010		Risk Placement Services, Inc. 2850 Golf Road Rolling Meadows, IL 60008	
Policy Period:	From: 07/01/2023	To: 07/01/2024	At 12:01 A. M. Standard Time at your mailing address shown above.
THIS POLICY MAY CONTAIN OCCURRENCE COVERAGES, CLAIMS-MADE COVERAGES OR A COMBINATION OF OCCURRENCE AND CLAIMS-MADE COVERAGES. PLEASE READ THE ENTIRE POLICY CAREFULLY TO DETERMINE RIGHTS AND DUTIES, AND WHAT IS AND IS NOT COVERED. PLEASE READ THE ENTIRE POLICY CAREFULLY.			
Retroactive Date(s): See Supplemental Declarations – Limits of Insurance			
Business Description: School District		Form of Business: Public Entity	
In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.			
This policy consists of the following coverage parts for which a premium is indicated. Where no premium is shown, there is no coverage.			
Coverage Part(s)			Premium
Coverage Part I:	Auto Liability		Not Included
Coverage Part II:	Auto Physical Damage		Not Included
Coverage Part III:	General Liability		Not Included
Coverage Part IV:	Employee Benefits Liability		Not Included
Coverage Part V:	Employment Practices Liability		Not Included
Coverage Part VI:	Law Enforcement Liability		Not Included
Coverage Part VII:	Sexual Abuse and/or Molestation Liability		Not Included
Coverage Part VIII:	Scholastic Legal Liability		Included
Terrorism (TRIPRA):			N/A
Total Policy Premium:			\$280,000.00
Plus all applicable charges:	Surplus Lines Taxes:		
	Fees:		N/A
	State Surcharges:		N/A
Payable:	<u>Premium is Minimum and Deposit. Loss Fund is fully earned at inception.</u> <u>Premium is due in full at inception.</u>		
Euclid Public Sector Alternative Risk is not responsible for the determination of or the collection of or the remittance of statutorily required Excess and Surplus Lines Taxes or Excess and Surplus Lines taxes are to be calculated, added and filled by Risk Placement Services, Inc.			



Forms and Endorsements: See Policy Forms and Endorsements List		
Form(s) and Endorsement(s) made a part of this policy at the time of issue: See _____		
Date:		
		Authorized Representative
Date		
		Licensed Producer Signature, if required by law

THIS COMMON POLICY DECLARATIONS AND THE SUPPLEMENTAL DECLARATION(S), TOGETHER WITH THE COVERAGE PART(S), COVERAGE FORM(S), AND ENDORSEMENTS, IF ANY, COMPLETE THE ABOVE NUMBERED POLICY.

GA SLT EXEMPT

Surplus Lines Broker: Frederic William Buck
 This contract is registered and delivered as surplus lines coverage under the Surplus Line Insurance Law O.C.G.A. Chapter 33-5.



Date Issued: 07/14/2023			
SIGNATURE ENDORSEMENT			
Named Insured:		Endorsement Number:	
Policy Number:		Endorsement Effective:	
Countersigned by:			
<hr style="width: 80%; margin: 0 auto;"/> (Authorized Representative)			

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The Company has caused this policy to be signed by its President and Secretary, but this policy shall not be valid unless countersigned by an authorized representative of the Company, where required.

Hudson Excess Insurance Company

 <hr style="width: 80%; margin: 0 auto;"/> <p>Secretary</p>	 <hr style="width: 80%; margin: 0 auto;"/> <p>President</p>
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All Other Terms and Conditions Remain Unchanged.



SCHOLASTIC ALTERNATIVE SOLUTIONS

SUPPLEMENTAL DECLARATIONS			
LIMITS OF INSURANCE			
Coverage I	Auto Liability	Combined Single Limit:	\$ N/A
		Uninsured / Underinsured Limit:	
Coverage II	Auto Physical Damage	Loss Limit Per Accident:	\$ N/A
		Loss Limit Policy Aggregate:	\$ N/A
Coverage III	General Liability	Each Occurrence Limit:	\$ N/A
		Damage to Premises Rented to You Limit:	\$ N/A
		Personal and Advertising Limit:	\$ N/A
		Failure to Supply Limit:	\$ N/A
		General Aggregate Limit:	\$ N/A
		Products/Completed Operations Aggregate Limit:	\$ N/A
Coverage IV	Employee Benefits Liability	Each "Employee Benefits Liability Wrongful Act" Limit:	\$ N/A
		Annual Aggregate Limit:	\$ N/A
	Claims-Made: <input type="checkbox"/>		Occurrence: <input type="checkbox"/>
	Retroactive Date:	N/A	
Coverage V	Employment Practices Liability	Each "Employment Practices Wrongful Act" Limit:	\$ N/A
		Annual Aggregate Limit:	\$ N/A
	Claims-Made: <input type="checkbox"/>		Occurrence: <input type="checkbox"/>
	Retroactive Date:	N/A	
Coverage VI	Law Enforcement Liability	Each "Law Enforcement Wrongful Act" Limit:	\$ N/A
		Annual Aggregate Limit:	\$ N/A
	Claims-Made: <input type="checkbox"/>		Occurrence: <input type="checkbox"/>
	Retroactive Date:	N/A	



Coverage VII	Sexual Abuse and/or Molestation Liability	Each "Sexual Abuse and/or Molestation Wrongful Act" Limit:	\$ N/A
		Annual Aggregate Limit:	\$ N/A
	Claims-Made: <input type="checkbox"/>		Occurrence: <input type="checkbox"/>
	Retroactive Date:	N/A	
Coverage VIII	Scholastic Legal Liability	Each "Scholastic Legal Wrongful Act" Limit:	\$ 500,000
		Annual Aggregate Limit:	\$ 1,000,000
	Claims-Made: <input checked="" type="checkbox"/>		Occurrence: <input type="checkbox"/>
	Retroactive Date:	07/01/2016	

RETAINED LIMITS		
Coverage I	\$ N/A	Each "Accident"
Coverage II	\$ N/A	Each "Accident"
Coverage III	\$ N/A	Each "Occurrence"
Coverage IV	\$ N/A	Each "Employee Benefits Liability Wrongful Act"
Coverage V	\$ N/A	Each "Employment Practices Wrongful Act"
Coverage VI	\$ N/A	Each "Law Enforcement Wrongful Act"
Coverage VII	\$ N/A	Each "Sexual Abuse and/or Molestation Wrongful Act"
Coverage VIII	\$ 50,000	Each "Scholastic Legal Wrongful Act"



FORMS AND ENDORSEMENTS CONTAINED IN THIS POLICY AT ITS INCEPTION

Policy Forms/Endorsements	Title
Dec-0010 02/16	Declarations
GA-CD-0001 2/16	Governmental Alternative Solutions Common Policy Conditions
SA-ELL-0002 2/16	Scholastic Alternative Solutions Legal Liability Claims-Made Coverage Form Inside/Inside
GA-ML-2709 8/16	Pathogenic or Poisonous Biological or Chemical Materials
GA-ML-2710 2/16	Cyber Liability Exclusion
GA-ML-2714 6/20	Exclusion – Contagions, Pathogens, Virus, Bacteria or Microorganisms
SS-GA 05/17	Service of Suit Endorsement - Georgia

In the event of a Loss, notify the company immediately. This may be accomplished in the following ways:

By Mail - Refer notices to: Hudson Insurance Group
100 William St, 4th Floor, New York, NY 10038

By Phone – Call: 1-866-546-3981

By Fax – Send to: 646-216-3786

By Email – Send to: Hudsonclaims300@hudsoninsgroup.com

Please refer to your policy for specific claim reporting requirements.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMON POLICY CONDITIONS

All Coverage Forms included in this policy are subject to the following conditions.

A. Bankruptcy or Insolvency

Bankruptcy, insolvency, receivership or financial impairment of the insured will not relieve us of our obligations under this policy. Under no circumstances will we be required to drop down or in any other way assume responsibility for the "retained limit" or assume any obligation associated with the "retained limit".

B. Cancellation or Nonrenewal

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of such cancellation in compliance with the applicable state regulations that apply to cancellation notices, but not less than:
 - a. Ten (10) days before the effective date of cancellation, if we cancel for nonpayment of any premium when due; or
 - b. Ninety (90) days before the effective date of cancellation, if we cancel for any other reason.
3. If we decide not to renew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the non-renewal in compliance with the applicable state regulations that apply to such non-renewal notice requirements, but not less than ninety (90) days before the expiration date of this policy.
4. We will mail or deliver such cancellation or nonrenewal notice to the first Named Insured's last mailing address known to us.
5. Notice of cancellation by us will state the effective date of the cancellation. The "policy period" will end on that date.
6. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
7. If notice is mailed, proof of mailing will be sufficient proof of notice.

C. Changes

This policy contains all of the agreements between you and us concerning the insurance afforded under this policy. The first Named Insured shown in the Declarations is authorized to make changes under the terms of this policy with our consent. Notice to any agent or knowledge possessed by any agent or by any other person will not effect a waiver or a change in any part of this policy or stop us from asserting any right under the terms of this policy. The terms can be amended or waived only by endorsement issued by us and made a part of this policy.

D. Claims Administrator

We must approve, in writing, any Claims Administrator you use. You may not change or terminate an approved Claims Administrator without our prior written approval. You also must provide us with written notice no later than ten (10) days from the effective date of any revision of the contract between you and your Claims Administrator. You are responsible for all costs related to any such Claims Administrator.

We have the right, upon at least thirty (30) days written notice to you, to conduct an audit of the claim files of the Claims Administrator.

E. Conflicting Statutes

Terms of this policy which are in conflict with the statutes of the state wherein this policy is issued are hereby amended to conform to such statutes.

F. Duties In The Event Of “Loss”, “Claim”, “Suit”, “Occurrence”, “Offense”, “Employee Benefits Wrongful Act” “Employment Practices Wrongful Act”, “Public Officials Wrongful Act”, “Educators Legal Wrongful Act”, Law Enforcement Wrongful Act”, “Sexual Abuse and/or Molestation Wrongful Act”

1. You must see to it that your Claims Administrator is notified as soon as practicable of an “occurrence”, an “offense”, “employee benefits wrongful act”, “employment practices wrongful act”, “public officials wrongful act”, “educators legal wrongful act”, law enforcement wrongful act”, “sexual abuse and/or molestation wrongful act”, or any other injury, or “loss” which may result in a “claim” or “suit”. Written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, will be reported to the Claims Administrator.
2. If a “claim” is made or a “suit” is brought against any insured, the insured will immediately forward to the appointed Claims Administrator every demand, notice, summons or other processes received by the insured or its representative; and in turn, the Claims Administrator will forward the same to us.
3. The insured will cooperate with us and at our request, consent to being examined and questioned by a representative of ours, under oath if necessary; and will attend hearings, depositions and trials; and will assist in effecting settlement, securing and giving evidence and obtaining the attendance of witnesses in the conduct of “suits”; as well as in the giving of a written statement or statements to our representatives and defense.
4. The insured will give us or our duly authorized representative such information and assistance as we may require and assist us in the defense of any “claim” or “suit” subject to the applicable Supplementary Payments provision.
5. You must report to us as soon as practicable each “claim” or “loss” for which your estimated amount of “loss” and “loss adjustment expense”, is fifty (50) percent or more of the amount of the “retained limit”. You must also immediately report:
 - a. Any “suit” naming the Company providing this insurance;
 - b. Any claim involving terrorism or suspected terrorism;
 - c. Any proposed or certified class action lawsuit;
 - d. All claims involving or which could reasonably be expected to involve litigation;
 - e. Any incident alleging sexual misconduct of any type, including rape, abuse, assault, molestation, harassment;
 - f. Environmental and/or catastrophic potential claims, including those involving contamination, pollution, toxic chemicals, nuclear, radiation, lead, fungus, mold and/or asbestos;
 - g. All cases of death or serious injury, including but not limited to the following:
 - i. Cord Injury, including paraplegia, quadriplegia or paralysis;
 - ii. Injury to nerves at the base of the spinal canal (Cauda Equina), or any other back injury symptomized with resulting incontinence of bowel and/or bladder;
 - iii. Amputation requiring a prosthesis, or any loss of a major body member;
 - iv. Claims involving substantial body disfigurement or serious permanency;
 - v. Brain damage affecting mentality or the central nervous system, such as permanent disorientation, behavior disorder, personality change, seizures, motor deficit, inability to speak (aphasia), hemiplegia or unconsciousness (comatose);

- vi. Blindness of any type or duration, temporary or permanent;
- vii. Hearing impairment of any type or duration, temporary or permanent;
- viii. Burns – those involving over ten (10) percent of the body with third degree, or thirty (30) percent of the body with second degree;
- ix. Multiple fractures; involving more than one member or non-union;
- x. Fracture of both heel bones (fractured bilateral os calcis);
- xi. Nerve damage causing paralysis and loss of sensation in arm and hand brachial plexus nerve damage);
- xii. Massive internal injuries affecting any body organ(s);
- xiii. Fatality(ies);
- xiv. Any other serious injury which, in your judgment, might involve us.

You must advise us of the estimated amount of “loss” and “loss adjustment expense”, including amounts paid and reserved for “loss” and “loss adjustment expense”, in connection with each “claim” or “loss”, and of any subsequent changes in such estimates.

- h. No insured will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, in excess of the “retained limit” without our consent.
- i. Notice given by or on behalf of the insured, or written notice by or on behalf of the injured person or any other claimant, with particulars sufficient to identify the insured, shall be considered to be notice to us.
- j. In the event that any insured reports an “occurrence” to the Workers’ Compensation and/or Employer’s Liability carrier of the insured, and this “occurrence” later develops into a “claim” to be covered under this General Liability Coverage Form, the failure to report such “occurrence” to us at the time of the “occurrence” shall not be deemed to be in violation of this condition. You must however, give us notice as soon as practicable after being made aware that the particular “claim” is a General Liability “claim”.

G. Examination Of Your Books And Records

We may examine your books and records as they relate to this policy at any time during the “policy period” and up to three (3) years afterward. We may do the same as to the books and records of any organization you newly acquire or form that is deemed to be a Named Insured under this policy.

H. First Named Insured

By acceptance of this policy, the first Named Insured agrees to act on behalf of each insured with respect to the giving and receiving of notice of each incident, “claim” or “suit”, cancellation or nonrenewal, the payment of premiums that may become due under this policy, and each insured agrees that the Named Insured shall act on their behalf.

I. Inspections 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 insurability and the premiums to be charged. Such inspections are not safety inspections. We do not undertake any duty to provide for the health or safety of any person and we do not represent or warrant that conditions:

- a. Are safe or healthful; or

- b. Comply with laws, regulations, codes or standards.

This Condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations on our behalf.

J. Legal Action Against Us

No person or organization has a right under this policy:

1. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
2. To sue us under this policy unless all of its terms have been fully complied with; and

A person or organization may sue us to recover on an agreed settlement or judgment against an insured based on its final legal adjudication, but we will not be liable for any "loss" or damages that are not payable under the terms of this policy, or that are in excess of the applicable Limit of Insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative. We will not be liable for any "loss adjustment expense" that are not payable under the terms of this policy, in accordance with the terms of each respective Coverage Form under the policy.

K. Liberalization

If we adopt a change under this policy during the "policy period", or rules that would broaden the coverage of this policy without charge, such broader coverage will apply to this policy when the change becomes effective in your state. Such broader coverage applies only until the end of the "policy period".

L. Other Insurance

1. All coverage under this policy is excess over any other insurance, whether written on a primary, excess, contingent or any other basis, except for other insurance that is specifically purchased by you to apply in excess of this policy's limits of insurance shown in the Declarations or in any endorsement. We will have no duty to defend any claim or "suit". The "retained limit(s)" may not be satisfied by any other insurance.
2. If any other insurance purchased by you or on your behalf is deemed to apply on the same excess basis as this policy, our indemnification obligation, subject to the relevant "retained limit(s)" and limits of insurance of this policy, will be shared with such other insurance as follows:
 - a. If such other insurance permits contribution by equal shares, we will follow this method as well. Under this approach, each insurer contributes equal amounts until it has paid or indemnified the insured its relevant limit of insurance or none of the loss remains, whichever comes first.
 - b. If such insurance does not permit contribution by equal shares, we will indemnify by limits. Under this method, each insurer's share is based on the ratio of its relevant limits of insurance to the total limits of insurance of all such insurers.
3. We have no obligation to indemnify or pay any expenses incurred by such other insurance.

Other insurance means insurance, or the funding of "losses" that is provided by or through another insurance company, any risk retention group or any self-insurance, group self-insurance, or similar risk transfer approach, other than any funded by you and to which this insurance applies. It does not mean insurance that is purchased by any insured to be specifically excess of the sum of the "retained limit" and the limits of insurance afforded by this policy.

M. Premiums

1. The first Named Insured:
 - a. Is responsible for payment of all premiums when due; and
 - b. Will be the payee for any return premiums we pay.

2. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

N. Representations

By accepting this policy, you agree that:

1. The statements in the Declarations of this policy, including the respective Coverage Forms, are accurate and complete; and
2. Those statements are based upon representations you made to us; and
3. We have issued this policy in reliance upon your representations.

Coverage will continue to apply if you:

- a. Unintentionally fail to disclose all hazards existing at the inception of this policy; or
- b. Unintentionally make an error, omission, or improper description of premises, or other statement of information, as stated in this policy.

You must notify us as soon as possible after discovery of any hazard or any other information that was not provided to us prior to the acceptance of this policy.

This provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal under this policy.

O. Selection of Defense Counsel

We do not have the duty to defend "claims" or "suits" under the terms of this policy. However,

1. We retain the right, at our discretion, to settle, approve or disapprove the settlement of any "claim"; and to appeal any judgment, award or ruling, at our expense.
2. You and any other involved insured must comply with the Duties In The Event Of "Loss", "Claim", "Suit", "Occurrence", "Offense", "Employee Benefits Wrongful Act" "Employment Practices Wrongful Act", "Public Officials Wrongful Act", "Educators Legal Wrongful Act", Law Enforcement Wrongful Act", "Sexual Abuse and/or Molestation Wrongful Act" Condition of this policy, as well as all other provisions of this policy; and
3. You must direct defense counsel of the insured to furnish us with the information we request to evaluate those "suits" for coverage under this policy; and cooperate with any counsel we may select to monitor or associate in the defense of those "suits".

P. Separation Of Insureds

Except with respect to the Limits of Insurance, all exclusions within this policy and any rights or duties specifically assigned to the first Named Insured under this policy, this insurance applies:

1. As if each Named Insured were the only Named Insured; and
2. Separately to each Insured against whom claim is made or "suit" is brought.

Q. Sovereign Immunity and Monetary Caps

For any amount for which the insured would not be liable under applicable governmental or sovereign immunity but for the existence of this policy, the issuance of this insurance will not be deemed a waiver of any statutory immunities by or on behalf of any insured, nor of any statutory limits on the monetary amount of liability applicable to any insured were this policy not in effect. With respect to any "claim", we expressly reserve any and all rights to deny liability by reason of such immunity, and to assert the limitations as to the amount of liability as may be provided by law.

R. Subrogation - Recovery From Others

If any insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. In the event of recovery, the proceeds will be divided in the following priority, including those expenses incurred in pursuing such recovery:

1. Any insured or insurer that paid amounts in excess of the limits of insurance of this policy;
2. Our expenses and payments made under this policy;
3. You and any other insurer who paid an amount below our limits of insurance of this policy.

S. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our prior written consent.

T. When We Do Not Renew

If we decide not to renew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than ninety (90) days before the expiration date.

If notice is mailed, we will mail it to the last mailing address known to us of the first Named Insured. Proof of mailing will be sufficient proof of notice.

SCHOLASTIC ALTERNATIVE SOLUTIONS LEGAL LIABILITY CLAIMS-MADE COVERAGE FORM

LOSS ADJUSTMENT EXPENSES INCLUDED WITHIN THE RETENTION AND WITHIN THE LIMIT OF INSURANCE

THE COVERAGE PROVIDED UNDER THIS COVERAGE FORM IS PROVIDED ON A CLAIMS-MADE. COVERAGE IS LIMITED GENERALLY TO LIABILITY FOR CLAIMS FIRST MADE AGAINST YOU WHILE THE COVERAGE IS IN FORCE. LOSS ADJUSTMENT EXPENSES ARE PART OF, NOT IN ADDITION TO, THE RETAINED LIMIT AND LIMITS OF INSURANCE. PLEASE REVIEW THE POLICY CAREFULLY AND DISCUSS POLICY COVERAGES WITH YOUR INSURANCE AGENT OR BROKER.

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

Throughout this policy the words “you” and “your” refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words “we,” “us” and “our” refer to the insurance company shown in the Declarations providing this insurance.

Within this Coverage Form, the word “insured” includes any person or organization qualifying as such under **SECTION III— WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meanings. Refer to **SECTION V— DEFINITIONS** and other provisions of this policy for such meanings.

SECTION I — COVERAGES

A. INSURING AGREEMENT

We will indemnify the insured for those sums in excess of the “retained limit” that the insured becomes legally obligated to pay as “loss” resulting from an “educators legal wrongful act” to which this insurance applies. However, we will have no duty to indemnify the insured for any “suit” seeking “loss” because of an “educators legal wrongful act” to which this insurance does not apply. We may, at our discretion, investigate any incident that may result from an “educators legal wrongful act”. Our obligation under this insuring agreement only applies if:

1. The “educators legal wrongful act” did not commence before the earlier of the “policy period” or the Retroactive Date, if any, shown in the Declarations, or after the end of the “policy period”; and
2. The “educators legal wrongful act” takes place within the “coverage territory”; and
3. The “claim” because of an “educators legal wrongful act” is first made against the insured during the “policy period”, or if provided, in accordance with the Extended Reporting Period; and in accordance with paragraph 4. below; and
4. Prior to the “policy period”, or if purchased, the Extended Reporting Period, no insured knew or had reason to know that the “educators legal wrongful act” had commenced. If any insured knew or had reason to know, prior to the “policy period” that an “educators legal wrongful act” had commenced, then any continuation, change or resumption of such “educators legal wrongful act” will be deemed to have been known prior to the “policy period”, or if purchased, prior to the Extended Reporting Period.

An “educators legal wrongful act” will be deemed to have been known to have commenced at the earliest time when any insured:

- a. Reports all, or any part, of the “educators legal wrongful act” to us or to any other insurer;

- b. Receives written or verbal demand or “claim” for “loss” because of an “educators legal wrongful act”; or
- c. Becomes aware by any other means that an “educators legal wrongful act” has commenced.

The entire “educators legal wrongful act” will be deemed to have been committed on the date of the first act, error or omission.

All “claims” arising out of an “educators legal wrongful act” will be deemed to have been made at the time the first of such “claims” is made, regardless of the number of “claims” subsequently made.

The amount we will pay for “loss” and “loss adjustment expense” in excess of the “retained limit” is as described in **Section IV – LIMITS OF INSURANCE**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for in the policy.

B. DEFENSE

We have no duty to defend any “claim” or “suit”, but we will have the right and the insured will give us the opportunity to associate in the defense of any “claim” or “suit” against the insured seeking damages for any “educators legal wrongful act” which, in our sole opinion, may create indemnification obligations for us under this Coverage Form. In addition:

1. The insured, or the Named Insured on the insured's behalf, has the duty to defend any “claim” or “suit” seeking damages to which this insurance applies and will be responsible for any “loss adjustment expense” within the “retained limit”.
2. When the insured's legal obligation to pay “loss” to which this insurance applies has been determined, and this amount is greater than the “retained limit”, then and only then will the insured be entitled to indemnity under this Coverage Form. The insured will request indemnification as soon as practicable after it has paid or will pay the “retained limit”. We will not pay any “loss adjustment expense” above what we would otherwise have paid had the “loss” been settled for any reasonable amount within the “retained limit”.

We will then indemnify the insured for the amount of such “loss” in excess of the “retained limit” subject to **SECTION IV – LIMITS OF INSURANCE**.

3. The insured 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 insurance applies, either in whole or in part.
4. We will 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 Form.

This assumption of control will 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”.

In the event we exercise our rights specified in this paragraph, the Limits of Insurance and the insured's responsibility to pay the “retained limit” and handling of the “loss adjustment expense” will remain unchanged as stated in the Coverage Form, or as amended by Endorsement.

5. If we recommend to the insured a settlement of any “claim” or “suit”, the amount of which exceeds the “retained limit”, the insured will in good faith attempt to settle the “claim” or “suit” with the claimant or claimant's legal representative at or below the recommended settlement amount.

SECTION II — EXCLUSIONS

This insurance does not apply to:

SA-ELL-0002 2/16

Hudson Insurance Group
Includes Copyrighted Material of ISO Properties, Inc.,
With Its Permission.

1. Adverse Profit Or Remuneration

“Loss” based upon or attributable to any insured gaining profit, advantage or remuneration to which the insured is not legally entitled.

2. Advertising, Broadcasting, Telecasting

“Loss” arising from a publication or utterance made in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of any insured.

3. Asbestos

“Loss”, cost, expense or legal obligation in whole or in part caused by, resulting from, arising out of, or in any way related to asbestos, included but not limited to:

- a. The manufacture, sale, distribution, handling, use, installation, removal, abatement, containment, storage, transportation, disposal, existence, presence, emanation, emission, release, inhalation, ingestion, absorption, or transmission of or exposure to asbestos;
- b. Any supervision, instructions, recommendations, notices, warnings or advice given or which should have been given in connection with asbestos;
- c. Any request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat detoxify, remediate, neutralize, or in any way respond to or assess the extent or the effects of asbestos; or
- d. Any claim, suit or proceeding for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, remediating, neutralizing or in any way responding to, or assessing the effects of asbestos. We shall have no obligation of any kind including but not limited to, any obligation to investigate, defend, pay defense costs, settle, or pay settlements or judgments as to any claim, suit or proceeding involving or allegedly involving asbestos.

As used in this exclusion, asbestos includes but is not limited to, the mineral asbestos in any form, whether or not the asbestos is:

- (1) A fiber, particle or dust;
- (2) Used alone or in any combination with any substance or material;
- (3) Contained in, or on, or incorporated into, products, goods or materials; or
- (4) Present, existing at or contained, stored or transported in any part of any building, structure, building material, product or any other real or personal property.

4. Assault Or Battery

“Loss” arising out of assault or battery.

5. Auto, Watercraft, Aircraft

Any “educators legal wrongful act” arising out of the ownership, licensure, permit, maintenance, use or entrustment to others of any aircraft, “auto” or watercraft owned or operated by, or rented or loaned to any insured. Use includes operation and “loading or unloading”.

This exclusion applies even if the “loss” or “claim” against any insured alleges negligence in the supervision, hiring, employment, training or monitoring of others by that insured, if the “educators legal wrongful act” involved the ownership, maintenance, licensure, permit, use or entrustment to others of any aircraft, “auto” or watercraft that is owned or operated by, or rented or loaned to any insured.

6. Bodily Injury, Property Damage, Personal and Advertising Injury Or Employee Benefits Injury

Any “loss” or damage arising from “bodily injury”, “property damage”, “personal injury and advertising injury” or “employee benefits injury”.

7. Contractual Liability

Any “loss” or “claim” arising from:

- a. Procurement of goods or services;
- b. Construction contracts;
- c. Architectural or engineering contracts;
- d. The process of bidding or awarding contracts; or
- e. Liability assumed by the insured under any contract or agreement, unless the insured would have been legally liable in the absence of such contract or agreement.

8. Distribution Of Material In Violation Of Statutes

Any "educators legal wrongful act", or any other injury, "loss", cost or damages arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

9. Electromagnetic Radiation

- a. "Bodily injury," "property damage" or "personal and advertising injury" arising out of, or which result in, the actual, alleged, threatened, perceived, latent, sudden and accidental or incidental exposure to or contact with electromagnetic radiation in any form, from any source.
- b. The costs of abatement or mitigation of:
 - (1) Electromagnetic radiation; or
 - (2) Exposure to electromagnetic radiation.
- c. Any supervision, instruction, recommendation, warning or advice given or which should have been given in connection with a. or b. above.

Electromagnetic radiation includes but is not limited to, magnetic energy, waves, fields or forces generated, produced, transmitted or maintained by the charges, currents, frequencies, energy or forces of electricity that is generated, flowing or otherwise transmitted through or via the medium, methods and equipment designed to generate, produce, distribute, transport or transmit the electrical charges, currents, frequencies, energy or forces

10. Electronic Data

Any "loss" or damage arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

11. Electronic Vandalism

Any "claim", "loss", injury, damage, cost or expense caused directly or indirectly by Electronic Vandalism. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. As used in this exclusion, Electronic Vandalism means:

- a. Willful or malicious destruction of computer programs, content, instructions or other electronic or digital data stored within computer systems.
- b. Unauthorized computer code or programming that:

- (1) Deletes, distorts, corrupts or manipulates computer programs, content, instructions or other electronic or digital data, or otherwise results in damage to computers or computer systems or networks to which it is introduced;
- (2) Replicates itself, impairing the performance of computers or computer systems or networks; or
- (3) Gains remote control access to data and programming within computers or computer systems or networks to which it is introduced, for uses other than those intended for authorized users of the computers or computer systems or networks.

With respect to any activity that comes within the terms of the War and Military Action Exclusion and involves Electronic Vandalism, the War and Military Action Exclusion supersedes this Electronic Vandalism Exclusion. With respect to any activity that comes within the terms of the Terrorism Exclusion and involves Electronic Vandalism, the Terrorism Exclusion supersedes this Electronic Vandalism Exclusion.

12. Eminent Domain Or Inverse Condemnation

Any "claim", "loss", or damage arising out of any land use issue, including but not limited to, eminent domain, 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.

This exclusion applies whether or not any "claim" is made directly against any insured or by virtue of any agreement into by or on behalf of any insured.

13. Employment Practices Wrongful Act

Any "loss", injury or damage to:

a. Any person, or any class of person, arising out of any:

- (1) Employment-related practices, policies, procedures, acts, errors or omissions, including but not limited to, coercion, demotion, evaluation, reassignment, discipline, libel, slander, defamation, harassment, humiliation, or "discrimination" involving or directed at any person or class of person;
- (2) Verbal, physical, mental or emotional abuse, "offense", injury or "loss" resulting from or arising out of employment practices, policies, procedures, acts, errors or omissions involving, connected with, or in any way related to interviews, hiring, supervision, probation, termination, or any other act or determination of employment or non-employment of any person or class of person;
- (3) False arrest, false imprisonment, libel, slander, defamation, harassment, humiliation, "discrimination", invasion of privacy, wrongful eviction, malicious prosecution, abuse of process, or arising out of any aspect of "law enforcement activities" affecting employment or non-employment of any person or class of person;
- (4) Verbal, physical, mental or emotional abuse, offense, injury, damage or "loss" resulting from or arising out of such employment-related practices, policies, acts, errors or omissions including but not limited to those described in paragraphs (1) through (4) above;
- (5) Failure to adopt or comply with adequate workplace or employment policies or procedures;
- (6) Failure or refusal to grant tenure;
- (7) Failure or refusal to employ, train, or promote a person;
- (8) Denial of training, deprivation of career opportunity, or breach of employment contract;
- (9) Evaluation, assignment, reassignment or discipline of any person or class of person;
- (10) Dismissal, discharge or termination of employment or membership, whether actual or constructive, of any person or class of person;
- (11) Retaliatory action against any person for the exercise of, or not exercising, any legally protected right, or for engaging in any legally protected activity, including but not limited to, actions of:

- (a) Performing or declining to perform an unethical or illegal act;
 - (b) Filing a complaint or bringing "suit";
 - (c) Testifying against an insured at a legal proceeding;
 - (d) Notifying a proper authority of any aspect of your operation that is illegal;
- (12) Violation of the Family Medical Leave Act (FMLA), or similar state or local law;
- (13) Violation of any Federal, state or local law (common law or statutory) concerning employment or any "employment practices wrongful act" described in paragraphs (1) through (12) above; or if insurance is prohibited by law;
- b. The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any "employment practices wrongful act" described in paragraphs (1) through (12) above is directed;
 - c. Any person or any class of person arising out of any "discrimination" or harassment directly or indirectly related to the past employment, employment or prospective employment by any insured.

This "employment practices wrongful act" exclusion applies:

- (i) Whether the injury-causing event described in Paragraphs a. (1) through (13) above occurs before employment or after employment of that person or class of person;
- (ii) Whether the insured may be liable as an employer or in any other capacity; and
- (iii) To any obligation to share "loss" with or repay someone else who must pay "loss", injury or damages because of the injury.

14. Employment-Related Benefits Laws

"Loss" arising out of or in connection with any "claim" for any salary, wages, or other employment-related benefits which the Insured 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 Retraining 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.

15. Fiduciary

Any "loss" based upon or arising out of:

- a. Any activity for which the insured is acting in a fiduciary capacity; or
- b. Any debt financing, including but not limited to bonds, notes, debentures and guarantees of debt; or
- c. The formulation of tax rates, the collection of taxes, or the formulation of tax refunds;

16. Fraudulent Or Dishonest Acts

Any "loss" brought about by, arising out of or attributable to fraudulent or dishonest acts or omissions of the insured, or bad faith on the part of the insured.

However, the insured will be protected under the terms of this policy as to any "claim" upon which "suit" may be brought against them by reason of any alleged fraudulent or dishonest act of any insured, unless a judgment or other final adjudication thereof adverse to such insured will establish that acts of active or deliberate fraud or dishonesty committed by such insured was material to the cause of action so adjudicated.

17. Fungi Or Bacteria

Any "loss" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.

Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

18. Handling Of "Loss", "Educators Legal Wrongful Act", "Claim" Or "Suit" Within The "Retained Limit"

Any "loss", injury, damages or "educators legal wrongful act" arising out of the handling of "claims" or "suits" within the "retained limit", including the investigation, defense or settlement of "claims" or "suits".

19. Integration or Desegregation

"Loss" arising out of any failure to integrate or desegregate the student enrollment, student population or any student group, or for any housing, busing or any transportation of students in connection with a program or plan of such integration or desegregation, or for causing or allowing a student enrollment, population or group to be operated or administered on an actual or alleged discriminatory basis on the basis of race, sex, ethnic background, national origin or any other category protected by any state or Federal constitution, statute, rule, regulation or court order.

20. Judicial Penalties

Any "loss", cost, civil fine, penalty or expense arising from any complaint or enforcement action by any federal, state or local governmental regulatory agency or judicial entity.

21. Labor Disputes

"Loss" arising out of or associated with a lockout, strike, picket line, replacement or other similar actions in connection with labor disputes or labor negotiations.

22. Law Enforcement Activities

Any "loss" or damage arising from or out of any:

- a. "Law enforcement activities" or operations including but not limited to, the operation, maintenance, or use of jails, jail premises, adult or juvenile detention or holding facilities;
- b. Act, error or omission connected in any way, either directly or indirectly, to the supervision, management or oversight of "law enforcement activities", police departments, law enforcement agents or agencies, law enforcement officers or personnel, members of commissions, boards, vendors or their "employees" or volunteers, including "volunteer workers", any units operating under a mutual aid agreement or under the jurisdiction of the insured; or anyone or any entity performing any aspect of "law enforcement activities"; or
- c. Acts or decisions in connection with funding or failure to fund for "law enforcement activities".

22. Lead

"Loss" or any other injury, damage, liability, loss, cost or expense in whole or in part caused by, based upon, resulting from, arising out of, caused by or contributed by, or in any way related to the actual alleged or threatened ingestion, inhalation, absorption or exposure to lead in any form from any source, including but not limited to:

- a. The manufacture, sale, distribution, handling, installation, use, removal or storage of lead in any form from any source; or
- b. The emission, release or transmission of lead in any form from any source; or
- c. Any supervision, instructions, recommendations, notices, warnings or advice given or which should have been given in connection with lead or possible lead exposures; or

- d. Any loss, cost, expense, liability or other type of obligation arising out of, or resulting from, or in any related to, any:
- (1) "Claim", "suit", request, demand, directive or order by or on behalf of any person, entity or governmental authority that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, abate, neutralize or in any way respond to, or assess the effects of, lead in any form from any source; or to any
 - (2) "Claim" or "suit" by or on behalf of any person, entity or governmental authority for damages or any other relief or remedy because of testing for, monitoring, cleaning up, removing, containing, treating or detoxifying, abating or neutralizing, or in any way responding to, or assessing the effects of, lead in any

As used in this exclusion, lead includes but is not limited to, the mineral lead (chemical element and symbol lead -Pb, Atomic Number 82) in any form, whether or not the lead is:

- (1) Pure;
- (2) Contained in, on, or incorporated into, products, goods or materials;
- (3) Solid, liquid, gaseous or in fumes; or
- (4) Contained in any part of any building, structure, building material, product or any other real or personal property.

23. Legal Services

Anyone providing legal services other than an attorney employed full time by the Named Insured.

24. Maintain Insurance

Any "loss" for, based upon, attributable to, arising out of, resulting from, in consequence of, or in any way involving, directly or indirectly, any failure or omission of the insured to effect or maintain insurance of any kind.

25. Money Or Securities

"Loss" arising out of the destruction, theft, conversion, or disappearance of money, securities or the loss of use thereof.

26. Named Insured

Any "claim" brought by the Named Insured or on its behalf.

27. Non-Monetary

Any "claim", demand, or action seeking relief or redress solely in any form other than monetary "loss", or for any fees, costs or expenses which an insured may become obligated to pay as a result of any adverse judgment for declaratory relief or injunctive relief.

28. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

With respect to any activity that comes within the terms of the War and Military Action Exclusion and involves nuclear reaction or radiation, or radioactive contamination, the War and Military Action Exclusion supersedes this Nuclear Hazard Exclusion.

29. Pollution

Any "loss", cost, injury or expense resulting in whole or in part from any of the following:

- a. Actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time;
- b. Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or

- c. "Suit" by or on behalf of a government authority for "loss" or damages because of or related to testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to, or assessing the effects of, any "pollutant".
- d. An insured's "educators legal 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".

30. Professional Services

Any "loss" arising out of providing, or failing to provide, "professional services", including but not limited to, medical, legal, architectural, accounting, or engineering services, to any person or organization other than you.

31. Prior Acts

- a. Any "educators legal wrongful act" of which any insured who is an elected or appointed official, principal, partner, officer, director, trustee, employed or retained counsel, or "employee" with personnel or risk management responsibility was aware, through actual knowledge, of the facts or circumstances of such "educators legal wrongful act" prior to the Effective Date shown in the Declarations;
- b. Any "loss" or "claim" based upon or arising out of:
 - (1) An "educators legal wrongful act" which was known to an insured prior to the Effective Date of this policy and for which a "claim" was reasonably foreseeable; or
 - (2) Any "loss" for which an insured has reported, or should have reported, an "educators legal wrongful act" soliciting coverage under any policy of insurance prior to the Effective Date of this policy.

32. Prior Or Pending Notice Or Legal Action

Any injury, damage or "loss" based upon, arising out of, attributable to, or in any way directly or indirectly related to any:

- a. Prior or pending legal action or litigation, administrative or regulatory proceeding, "claim", demand, arbitration, decree or judgment against any insured before the Effective Date of this policy, or Retroactive Date, whichever is earlier, including any administrative or regulatory proceeding:
 - (1) Resulting from or in consequence of such pending or prior litigation, administrative or regulatory proceeding;
 - (2) Derived in whole or in part from the facts and/or matters averred or alleged in any such pending or prior litigation, administrative or regulatory proceeding; or
 - (3) Derived from the same or essentially the same fact, actual or alleged;
- b. Any Fact, circumstance, event, situation, or "educators legal wrongful act" that was the subject of any reporting or notice under any similar policy of insurance issued to the insured.

33. Programs, Facilities or Services

"Loss" arising out of any failure to provide an appropriate individualized education program or related facilities or services, including but not limited to, any cause of action under 20 U.S.C. §1400-1415 (individuals with Disabilities Education Act-IDEA), 29 U.S.C. §794 (§504 of the Rehabilitation Act), 42 U.S.C. §12132 (Americans With Disabilities Act-ADA), 42 U.S.C. §1983, or any similar state or federal statute or other law, administrative rule or regulation.

34. Securities Laws And Investments

Any "loss":

- 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 Act of 1935;
 - (4) The Trust Indenture Act of 1939;
 - (5) The Investment Company Act of 1940; or
 - (6) Any state Blue Sky Law;
- b. Based on common law principles of liability similar to a law set forth in paragraph 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 failure to invest, public funds, including, but not limited to, the use of derivative investment instruments.

35. Silica

Any "loss" cost or expense arising, in whole or in part, out of the:

- a. Actual alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust"; or
- b. Abating, , testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

36. Violation Of Laws

Any "loss" based on the conduct of the insured or at the insured's direction that is committed with wanton, willful, reckless or intentional disregard of any law that is the foundation for the "claim", or with criminal or malicious purpose or intent.

However, this exclusion will not apply to the strict vicarious liability of any insured for the wanton, willful, reckless or intentional disregard of another of any law that is the foundation for the "claim".

37. War And Military Action

Any "educators legal wrongful act", however caused, arising directly or indirectly out of:

- a. Hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack:
 - (1) By any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces;
 - (2) By military, naval or air forces; or
 - (3) By an agent of any such government, power, authority or forces.
- b. Invasion, insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence.

Any discharge, release, explosion or use of any chemical or biological agent, or any weapon or device of war employing nuclear fission or fusion, will be conclusively presumed to be such a hostile or warlike action by such a government, power, authority or forces.

With respect to any action that comes within the terms of this War and Military Action Exclusion and:

- (a) Involves nuclear reaction or radiation, or radioactive contamination, this War and Military Action Exclusion supersedes the Nuclear Hazard Exclusion.
- (b) Involves a discharge, dispersal, seepage, migration, release, escape or application of any pathogenic or poisonous biological or chemical materials, this War and Military Action Exclusion supersedes the Pathogenic or Poisonous Biological or Chemical Materials Exclusion.

- (c) Involves Electronic Vandalism as defined in the Electronic Vandalism Exclusion, this War and Military Action Exclusion supersedes the Electronic Vandalism Exclusion.
- (d) Comes within the terms of the Terrorism Exclusion, this War and Military Action Exclusion supersedes the Terrorism Exclusion.

38. Workers Compensation And Similar Laws

“Loss” arising out of any obligation under any workers’ compensation, disability benefits, social security or unemployment compensation law, or any similar law.

SECTION III - WHO IS AN INSURED

A. INSURED: Except as excluded in the Coverage Form or by endorsement, each of the following is an insured, but only with respect to their duties and while acting within the course and scope of authority allocated by their position as such:

1. **You:** Any Named Insured.
2. **Board of Education, Board of Governors, Superintendents, Principals and Administrators:** All persons who were, are now, or will be elected during the “policy period” or appointed or employed members of the Board of Education, Board of Governors, Trustees, Directors, Superintendents, Assistant Superintendents, Administrators, Assistant Administrators, Principals, Vice Principals, or any equivalent administrative position of a Named Insured.
3. **Schools:** Schools under the jurisdiction of a Named Insured.
4. **School Board and Commission Members:** Members of school commissions, boards or other units operated by and under the jurisdiction of a Named Insured.

However, no member of a school commission, board, administrative department or other unit that is an autonomous entity, or that is wholly subject to independent or outside oversight, control or direction; or whose liability is not the result of the oversight, control or direction of the a Named Insured, is an insured under this policy.

5. **Employees and Volunteers:** Your current and former “employees” and all persons who perform “volunteer worker” service.
6. **Student and Substitute Teachers:** Student teachers and substitute teachers, but only while acting within the scope and authority of their duties for and as authorized by a Named Insured, for duties that are otherwise covered by this policy.
7. **Estates, Heirs, Legal Representatives or Assigns:** The estates, heirs, legal representatives or assigns of deceased persons who were insureds at the time of a covered “educators legal wrongful act”.
8. **Your Legal Representatives or Assigns:** The legal representatives or assigns of the insureds, but only in the event of their incompetency, insolvency or bankruptcy, during the “policy period”, and only to the extent that such insureds would have otherwise been afforded coverage by this policy.
9. **Affiliated and Supporting Organizations:** Such organizations affiliated with and supporting the Named Insureds, such as Parent Teacher Organizations, Booster Clubs, Student Body Organizations, including the members of these clubs or organizations, while under the authorization and jurisdiction of such Named Insured’s governing board.
10. **Students in Practicum:** Any student while participating in activities required to complete any nurse training and similar allied health courses, but only while completing course work you required.
11. **Safety Patrol:** Students and their respective parents or legal guardians who serve as members of a Named Insured’s Safety Patrol, by whatever name used, but only to the extent such student, parent or legal guardian is held liable for “bodily injury”, “property damage” or “personal and advertising injury” caused by your Safety Patrol Operations.

- 12. Mutual Aid:** All persons, entities, or organizations providing service to you under any mutual aid or similar agreement.
- 13. Real Estate Manager:** Any person, entity, or any organization while acting as your real estate manager.
- B. Newly Acquired Organizations:** Any organization you newly acquire or form, other than a partnership, joint venture, limited liability company or for-profit corporation, and over which you maintain ownership or a majority interest, will qualify as an insured if there is no other similar insurance available to that organization. However:
1. Coverage under this provision is afforded only until the one-hundred twentieth (120th) day after you acquire or form the organization or the end of the “policy period”, whichever is earlier; and
 2. Coverage does not apply to any “educators legal wrongful act” that commenced before you acquired or formed the organization; and
 3. No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations; and
 4. We reserve the right within the one-hundred twenty (120) day coverage period outlined in paragraph 1.a. above, to endorse this policy to exclude coverage for the new organization; however, should we exercise this right, we will provide a thirty (30) day notice of such new organization being excluded.
- C. NOT INSURED:** None of the following are insureds under this policy:
1. Any person, entity, or organization with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.
 2. Any person, entity or organization, including you, with respect to the operation of boards, commissions or other units, the members of which are not afforded coverage under paragraphs **A.2. and 4.** above.
 3. Any independent contractor, person or entity who is on retainer, is a consultant or is under contract for services, for any insured, except an independent contractor who is performing services as a teacher or administrator if such independent contractor has a written contract with the Named Insured and with any schools under the jurisdiction of such Named Insured, but only for acts under the direction, and within the scope and authority granted by that Named Insured in the performance of educational activities for that insured.

SECTION IV — LIMITS OF INSURANCE

The Limits of Insurance under this Coverage Form apply only in excess of the “retained limit”. The following paragraphs further describe how the Limits of Insurance and “retained limit” apply:

A. RETAINED LIMIT

1. The “retained limit” will be applied to each “educators legal wrongful act” for which coverage is afforded by this policy. The “retained limit” will be reduced by any “loss adjustment expense” incurred by the insured.
2. In the event that any part of a “claim” or “suit” is not covered by this policy, the “retained limit” will be applied to the part of the “claim” or “suit” that is covered by this policy, and coverage will only be provided for the part of the “claim” or “suit” for which coverage applies. No credit against the “retained limit” shall be provided for an insured’s investigation, defense or settlement of any “claim” or “suit” that is not covered by this policy. The “retained limit” will not include any amounts for “loss” or “loss adjustment expense” for any “educators legal wrongful act” that commences prior to the earlier of the Effective Date, or the Retroactive Date, if any, of this policy.
3. The “retained limit” will not include any amounts for “loss” or “loss adjustment expense” for any “educators legal wrongful act” that commences after the end of the “policy period”.
4. You agree not to insure or otherwise reinsure your “retained limit” without our knowledge and written permission.
5. This policy will not drop down to assume or satisfy your obligation under the “retained limit”.

6. You agree that in the event of judgment or settlement in excess of the “retained limit,” all outstanding amounts within the “retained limit” will be due and payable to us upon demand. Such payment must be made before we have paid, tendered or deposited in court, any part of said judgment or settlement. Failure of you to comply with this provision will not invalidate the policy, but in the event of such failure, we will be liable only to the extent that we would otherwise have been liable had you complied with this provision.

B. LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay in excess of the insured’s “retained limit”, regardless of the number of:
 - a. Insureds;
 - b. “Claims” made or “suits” brought;
 - c. Persons, organizations or governmental agencies making “claims” or bringing “suits”;
 - d. “Educators legal wrongful acts”.
2. Subject to the Limits of Insurance shown in the Declarations, we will pay for “loss” covered under this policy only after the “retained limit” has been exhausted because of judgments, settlements and “loss adjustment expense” of “claims” or “suits”. The “retained limit” shown in the Declarations applies:
 - a. Only to “loss” for “claims” covered under this policy; and
 - b. Separately to each “educators legal wrongful act”; and
 - c. To “loss adjustment expense” associated with “claims” or “suits”.
3. The Aggregate Limit is the most we will pay in excess of the “retained limit” for the sum of all “loss” and “loss adjustment expense” because of “claims” first made during the “policy period” to which this insurance applies. In no event will our total Limit of Insurance be increased for any Extended Reporting Period.
4. The Each Educators Legal Wrongful Act Limit is the most we will pay in excess of the “retained limit” for the sum of all “loss” and “loss adjustment expense” because of one “educators legal wrongful act”.
5. In determining the Limit of Insurance that applies, all acts, errors or omissions committed by one or more insureds that are substantially the same or are in any way directly or indirectly related, either logically, causally or temporally, will be considered one “educators legal wrongful act”, regardless of the number of “claims” or claimants. The entire “educators legal wrongful act” will be deemed to have been committed on the date of the first act, error or omission.
6. Incurred “loss adjustment expense” will reduce the Limits of Insurance provided by this insurance.

The limits of this policy apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months, starting with the beginning of the “policy period” shown in the Declarations, unless the “policy period” is extended after issuance for an additional period of less than twelve (12) months. In that case, the additional period will be deemed part of the preceding period for purposes of determining the limits of insurance.

SECTION V— DEFINITIONS

1. “Administration” means any of the following acts that you do or authorize any person to do:
 - a. Providing information to “employees” or “volunteer workers”, including their dependents and beneficiaries, with respect to eligibility for or scope of the “employee benefits program”;
 - b. Handling records in connection with the “employee benefits program”; or
 - c. Effecting, continuing or terminating any “employee’s” participation in any benefit included in the “employee benefits program”.

However, “administration” does not include handling payroll deductions.

2. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an "advertisement".
3. "Auto" means:
 - a. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".
4. "Bodily injury" means physical injury to the body, sickness, disease, disability, shock, mental anguish, emotional distress, mental injury and humiliation, including death, resulting from any of these at any time.
5. "Cafeteria plan" means a plan authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.
6. "Claim" means a written notice from any party that it is their intention to hold the insured responsible for "loss" resulting from an "educators legal wrongful act" covered by this policy.
7. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, provided the injury, "loss" or damage does not occur in the course of travel or transportation to or from any place not included in a. above; or
 - c. All parts of the world if:
 - (1) The injury, "loss" or damage arises out of an "educators legal wrongful act" of an insured beyond the territory described in a. above, while they are conducting or are engaged in the Named Insured's operations; and
 - (2) The insured's responsibility to pay "loss" is determined in a "suit" on the merits, in the territory described in a. above, or in a settlement to which we agree.
8. "Discrimination" means the unlawful treatment, including any violation of a person's civil rights, with respect to a person's race, color, national origin, gender, marital status, disability, pregnancy, age, sexual orientation or preference, physical or mental condition, or any other protected class or characteristic established by any federal, state or local statutes, rules or regulations.
9. "Educators legal wrongful act" means any actual or alleged act, breach of duty, neglect, error, omission, misstatement, or misleading statement committed by the insured, or by any person for whose acts the insured is legally liable, while in the course of performing duties for the Named Insured.
10. "Employee" includes a "leased worker" or a "temporary worker". Employee does not include a "volunteer worker" or a "service contractor".
11. "Employee benefits injury" means injury that arises out of any act, error or omission in the administration of any insured's "employee benefits program".
12. "Employee benefits program" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:
 - a. Group life insurance, group accident or health insurance, dental, vision and hearing plans, and flexible spending accounts, provided that no one other than an "employee" may subscribe to such benefits and

such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;

- b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
 - c. Unemployment insurance, social security benefits, workers' compensation and disability benefits;
 - d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies;
 - e. Any benefits not otherwise identified within this definition that are offered by the Insured that are deemed by us to be part of the benefits package on the basis of those benefits being within the insured's control and administered by the insured; and
 - f. Any other similar benefits program made available in connection with employment in an insured's business or operations.
13. "Law enforcement activities", means any activities, functions or operations by or on behalf of any law enforcement agency or any agent thereof; and/or any activity, function or operation inherent to or in connection with the administration and/or enforcement of the law and the protection of persons or property. Such activities or operations include the ownership, maintenance or use of any premises in connection with such functions, activities or operations; and the development, implementation and enforcement of any and all practices, policies and procedures governing any aspect of law enforcement.
14. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your operations. "Leased worker" does not include a "temporary worker" or an "employee" of a "service contractor".
15. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto;"
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered.
- However, "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 or "auto".
16. "Loss" means any compensatory monetary amount which an insured is legally obligated to pay for a "claim" made against an insured for an "educators legal wrongful act" covered by this policy, including but not limited to damages, judgments, settlements and awards.
- "Loss" does not mean fines or penalties, or any matters which may be deemed uninsurable under the law pursuant to which this policy will be construed.
- "Loss" does not mean "loss adjustment expense".
17. "Loss adjustment expense" means all costs and expenses allocated to a specific "claim" or "suit" incurred in the investigation, appraisal, adjustment, settlement, litigation, defense or appeal of a specific "claim" or "suit", including court costs and costs of supersedeas and appeal bonds, and including:
- a. Pre-judgment interest, unless included as part of the award or judgment;
 - b. Post-judgment interest; and
 - c. Legal expenses and costs incurred in connection with coverage questions and legal actions connected thereto.

"Loss adjustment expense" does not include unallocated loss adjustment expense. Unallocated loss adjustment expense includes, but is not limited to, salaries and expenses of our employees, including staff attorneys, and our office and other overhead expenses.

- 18.** "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a.** Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b.** Vehicles maintained for use solely on or next to premises you own or rent. However, any land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus that is attached) owned or leased by you shall be deemed an "auto" and not "mobile equipment" if the only reason for considering it "mobile equipment" is that it is maintained for use exclusively on streets or highways owned by you;
 - c.** Vehicles that travel on crawler treads;
 - d.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1)** Power cranes, shovels, loaders, diggers or drills; or
 - (2)** Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e.** Vehicles not described in paragraphs **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2)** Cherry pickers and similar devices used to raise or lower workers.
 - f.** Vehicles not described in paragraphs **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.
 - g.** However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - (1)** Equipment designed primarily for:
 - (a)** Snow removal;
 - (b)** Road maintenance but not construction or resurfacing; or
 - (c)** Street cleaning;
 - (2)** Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
 - h.** However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.
 - i.** Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".
- 19.** "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a.** False arrest, detention or imprisonment;
 - b.** Malicious prosecution;
 - c.** 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, committed by or on behalf of its owner, landlord or lessor;
 - d.** Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

- e. Oral or written publication of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement";
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement"; or
- h. False or improper service of process.

With respect to "personal and advertising injury", "loss" means monetary sums and excludes all forms of injunctive relief and declaratory judgments.

20. "Policy period" means the period beginning with the Effective Date shown in the Declarations and ending with the earlier of:
- a. The date of cancellation of this policy; or
 - b. The expiration date shown in the Declarations.
21. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, lead, asbestos, acids, alkalis, chemicals, electromagnetic radiation and waste. Waste includes but is not limited to materials to be recycled, reconditioned or reclaimed, and liquid or solid material carried off with water in sewers or drains.
22. "Professional services" means any act or service arising out of a vocation, calling, occupation or employment involving specialized training, knowledge, labor or skill, which requires special licensing by an agency, organization or entity authorized to award such license.
23. "Property damage" means:
- a. Physical injury to tangible property including all resulting loss of use of that property;
 - b. Loss of use of personal property that is not physically injured; or
 - c. Disappearance of tangible property, including money.
24. "Public officials wrongful act" means any actual or alleged:
- a. Error or omission, neglect or breach of duty by an insured;
 - b. Violation of civil rights protected under 42 USC 1981 et sequental; or
 - c. Violation of any state civil rights law; which arises out of the discharge of duties for you, individually or collectively.
25. "Retained limit" refers to the amount stated in the Declarations. You must retain this amount as self-insurance as stated in the Declarations. The "retained limit" with respect to a self-insured retention includes "loss adjustment expense".
26. "Service contractor" means a person or organization that contracts to provide identified services to or for the benefit of any insured, using workers:
- a. Who are "employees" of that person or organization; and
 - b. Whose work activities are generally under the control and direction of that person or organization.
27. "Suit" means a civil proceeding in which "loss" is claimed because of an "educators legal wrongful act" to which this policy applies. "Suit" includes:
- a. An arbitration proceeding in which "loss" is claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which "loss" is claimed and to which the insured submits with our consent.
- "Suit" does not mean an administrative hearing or proceeding.
28. "Temporary worker" means a person who is furnished to you by another person or organization, other than a labor leasing firm, to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

29. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you. "Volunteer worker" includes but is not limited to your volunteer firefighters, volunteer nurses, and other volunteer persons while acting specifically on your behalf or within the scope of their service or volunteer work for you, for activities that are otherwise covered under this policy.

SECTION VI— EXTENDED REPORTING PERIODS — BASIC AND OPTIONAL SUPPLEMENTAL

1. Extended Reporting Period as described below, will be provided if this Coverage Form is canceled or non-renewed by us, unless we cancel for nonpayment of premium, or if we renew or replace coverage with insurance that:
 - a. Has a Retroactive Date later than the date shown in the Declarations; or
 - b. Provides Educators Legal Liability coverage on other than a claims-made basis.
2. A Basic Extended Reporting Period is automatically provided without additional charge. This period begins at the end of the "policy period" and lasts for sixty (60) days. It does not extend the "policy period" or change the scope of coverage provided. It applies only to "claims" to which the following applies:
 - a. The "claim" is first made during the Extended Reporting Period;
 - b. The "educators legal wrongful act" commences before the end of the "policy period"; and
 - c. The "educators legal wrongful act" did not commence before the "policy period", or before the Retroactive Date, if any, shown in the Declarations for this Coverage Form.

The Basic Extended Reporting Period does not apply to "claims" covered under any subsequent policy.

3. Coverage for an optional Supplemental Extended Reporting Period must be added by Endorsement and an additional premium charge must be paid within fifteen (15) days from the beginning of the start of the Supplemental Extended Reporting Period. The Supplemental Extended Reporting Period starts sixty (60) days after the end of the "policy period".
4. You will have a one-time option to elect the period of time for which the Supplemental Extended Reporting Period will apply, which in no event will exceed thirty-six (36) months. The available one-time options are listed below:
 - a. Twelve (12) month option;
 - b. Twenty-four (24) month option; or
 - c. Thirty-six (36) month option.
5. We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:
 - a. The exposures insured;
 - b. Previous types and amounts of insurance;
 - c. Limit of Insurance available under this policy for future payment of damages; and
 - d. Other related factors.

The additional premium will not exceed two hundred percent (200%) of the annual premium for this policy.

Once in effect, the Supplemental Extended Reporting Period may not be canceled and the applicable additional premium is fully earned.

6. This right to purchase the Supplemental Extended Reporting Period will terminate unless written notice is given to us no later than sixty (60) days after the Effective Date of cancellation or nonrenewal of this Coverage Form. Payment in full of the Supplemental Extended Reporting Period additional premium, plus

any outstanding premiums or recoveries owed to us, will be made concurrently with such written notice for such Supplemental Extended Reporting Period to become effective.

7. The Extended Reporting Periods do not extend the “policy period”, nor change the scope of coverage provided. Subject to the terms, Limits of Insurance, “retained limit”, exclusions and conditions of this policy, this Educators Legal Liability Coverage Form is extended to apply to “claims” first made against the insured during the Basic Extended Reporting Period, or if purchased, the Supplemental Extended Reporting Period, but only to “claims” due to “educators legal wrongful acts” committed prior to the end of the “policy period”, but not before the Retroactive Date, if any.
8. The Extended Reporting Periods do not reinstate or increase this Coverage Form’s Limits of Insurance. “Claims” which are first received and recorded during the Basic Extended Reporting Period or the Supplemental Extended Reporting Period, if in effect, will be deemed to have been made on the last day of the “policy period”.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PATHOGENIC OR POISONOUS BIOLOGICAL OR CHEMICAL MATERIALS

This endorsement modifies insurance provided by:

<input checked="" type="checkbox"/>	COMMON POLICY CONDITIONS
<input type="checkbox"/>	GOVERNMENTAL ALTERNATIVE SOLUTIONS AUTO PHYSICAL DAMAGE RETAINED LIMIT COVERAGE FORM
<input checked="" type="checkbox"/>	SCHOLASTIC ALTERNATIVE SOLUTIONS LEGAL LIABILITY CLAIMS-MADE COVERAGE FORM
<input type="checkbox"/>	SCHOLASTIC ALTERNATIVE SOLUTIONS LEGAL LIABILITY OCCURRENCE COVERAGE FORM
<input type="checkbox"/>	SCHOLASTIC ALTERNATIVE SOLUTIONS EMPLOYMENT PRACTICES LIABILITY CLAIMS-MADE COVERAGE FORM
<input type="checkbox"/>	SCHOLASTIC ALTERNATIVE SOLUTIONS EMPLOYMENT PRACTICES LIABILITY OCCURRENCE COVERAGE FORM
<input type="checkbox"/>	SCHOLASTIC ALTERNATIVE SOLUTIONS GENERAL LIABILITY COVERAGE FORM
<input type="checkbox"/>	GOVERNMENTAL ALTERNATIVE SOLUTIONS EMPLOYMENT PRACTICES LIABILITY CLAIMS-MADE COVERAGE FORM
<input type="checkbox"/>	GOVERNMENTAL ALTERNATIVE SOLUTIONS EMPLOYMENT PRACTICES LIABILITY OCCURRENCE COVERAGE FORM
<input type="checkbox"/>	GOVERNMENTAL ALTERNATIVE SOLUTIONS LAW ENFORCEMENT LIABILITY OCCURRENCE COVERAGE FORM
<input type="checkbox"/>	GOVERNMENTAL ALTERNATIVE SOLUTIONS LAW ENFORCEMENT LIABILITY CLAIMS-MADE COVERAGE FORM
<input type="checkbox"/>	GOVERNMENTAL ALTERNATIVE SOLUTIONS COMMERCIAL AUTO LIABILITY COVERAGE FORM
<input type="checkbox"/>	GOVERNMENTAL ALTERNATIVE SOLUTIONS GENERAL LIABILITY COVERAGE FORM
<input type="checkbox"/>	GOVERNMENTAL ALTERNATIVE SOLUTIONS PUBLIC OFFICIALS LIABILITY CLAIMS-MADE COVERAGE FORM
<input type="checkbox"/>	GOVERNMENTAL ALTERNATIVE SOLUTIONS PUBLIC OFFICIALS LIABILITY OCCURRENCE COVERAGE FORM

The following Exclusion is added: This insurance does not apply to:

PATHOGENIC OR POISONOUS BIOLOGICAL OR CHEMICAL MATERIALS

1. We will not pay for any "loss" or damage caused directly or indirectly by the discharge, dispersal, seepage, migration, release, escape or application of any pathogenic or poisonous biological or chemical materials. Such "loss" or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss" or damage;
2. With respect to any action that comes within the terms of the War and Military Action Exclusion and involves a discharge, dispersal, seepage, migration, release, escape or application of any pathogenic or poisonous biological or chemical materials, the War and Military Action Exclusion supersedes this Pathogenic or Poisonous Biological or Chemical Materials Exclusion.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CYBER LIABILITY

This endorsement modifies insurance provided under the following:

<input checked="" type="checkbox"/>	SCHOLASTIC ALTERNATIVE SOLUTIONS LEGAL LIABILITY CLAIMS-MADE COVERAGE FORM
<input type="checkbox"/>	SCHOLASTIC ALTERNATIVE SOLUTIONS LEGAL LIABILITY OCCURRENCE COVERAGE FORM
<input type="checkbox"/>	SCHOLASTIC ALTERNATIVE SOLUTIONS EMPLOYMENT PRACTICES LIABILITY CLAIMS-MADE COVERAGE FORM
<input type="checkbox"/>	SCHOLASTIC ALTERNATIVE SOLUTIONS EMPLOYMENT PRACTICES LIABILITY OCCURRENCE COVERAGE FORM
<input type="checkbox"/>	SCHOLASTIC ALTERNATIVE SOLUTIONS GENERAL LIABILITY COVERAGE FORM
<input type="checkbox"/>	GOVERNMENTAL ALTERNATIVE SOLUTIONS EMPLOYMENT PRACTICES LIABILITY CLAIMS-MADE COVERAGE FORM
<input type="checkbox"/>	GOVERNMENTAL ALTERNATIVE SOLUTIONS EMPLOYMENT PRACTICES LIABILITY OCCURRENCE COVERAGE FORM
<input type="checkbox"/>	GOVERNMENTAL ALTERNATIVE SOLUTIONS LAW ENFORCEMENT LIABILITY OCCURRENCE COVERAGE FORM
<input type="checkbox"/>	GOVERNMENTAL ALTERNATIVE SOLUTIONS LAW ENFORCEMENT LIABILITY CLAIMS-MADE COVERAGE FORM
<input type="checkbox"/>	GOVERNMENTAL ALTERNATIVE SOLUTIONS COMMERCIAL AUTO LIABILITY COVERAGE FORM
<input type="checkbox"/>	GOVERNMENTAL ALTERNATIVE SOLUTIONS GENERAL LIABILITY COVERAGE FORM
<input type="checkbox"/>	GOVERNMENTAL ALTERNATIVE SOLUTIONS PUBLIC OFFICIALS LIABILITY CLAIMS-MADE COVERAGE FORM
<input type="checkbox"/>	GOVERNMENTAL ALTERNATIVE SOLUTIONS PUBLIC OFFICIALS LIABILITY OCCURRENCE COVERAGE FORM
<input type="checkbox"/>	PUBLIC CRISIS EVENT COVERAGES CLAIM-MADE COVERAGE FORM

The following Exclusion is added:

Any actual or alleged liability, damage, loss, cost, or expense arising out of, contributed to by or in any way relating to:

- a. Any access to or disclosure of any person's or organization's confidential, personal, proprietary or other nonpublic information in any recordable form, including without limitation expenses associated with notification, remediation, mitigation or prevention of a security breach, or
- b. The loss of, loss of use of, damage to, corruption of, inability to access or inability to manipulate any computer, computer system, computer software, computer process or program, website or any other electronic data system, or
- c. Extortion threats, fraud and theft involving any computer, computer system, computer software, computer process or program, website or any other electronic data system or any confidential, personal, proprietary or other nonpublic information.
- d. Actual or alleged liability arising out of any Insured's failure to prevent unauthorized access to, use of, or tampering with computer systems or computerized data; or

- e. Actual or alleged negligent and unintentional transmission of a computer virus or other malware; or
- f. Actual or alleged plagiarism, piracy or misappropriation of ideas in connection with the internet; or
- g. Actual or alleged infringement of copyright, domain name, trade dress or title in connection with the internet

This exclusion applies to liability, damages, losses, costs, or expenses incurred by the **Insured**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CONTAGIONS, PATHOGENS, VIRUS, BACTERIA OR MICROORGANISMS THAT INDUCE PHYSICAL DISTRESS, ILLNESS OR DISEASE

This endorsement modifies insurance provided by:

<input checked="" type="checkbox"/>	COMMON POLICY CONDITIONS
<input type="checkbox"/>	GOVERNMENTAL ALTERNATIVE SOLUTIONS AUTO PHYSICAL DAMAGE RETAINED LIMIT COVERAGE FORM
<input checked="" type="checkbox"/>	SCHOLASTIC ALTERNATIVE SOLUTIONS LEGAL LIABILITY CLAIMS-MADE COVERAGE FORM
<input type="checkbox"/>	SCHOLASTIC ALTERNATIVE SOLUTIONS LEGAL LIABILITY OCCURRENCE COVERAGE FORM
<input type="checkbox"/>	SCHOLASTIC ALTERNATIVE SOLUTIONS EMPLOYMENT PRACTICES LIABILITY CLAIMS-MADE COVERAGE FORM
<input type="checkbox"/>	SCHOLASTIC ALTERNATIVE SOLUTIONS EMPLOYMENT PRACTICES LIABILITY OCCURRENCE COVERAGE FORM
<input type="checkbox"/>	SCHOLASTIC ALTERNATIVE SOLUTIONS GENERAL LIABILITY COVERAGE FORM
<input type="checkbox"/>	GOVERNMENTAL ALTERNATIVE SOLUTIONS EMPLOYMENT PRACTICES LIABILITY CLAIMS-MADE COVERAGE FORM
<input type="checkbox"/>	GOVERNMENTAL ALTERNATIVE SOLUTIONS EMPLOYMENT PRACTICES LIABILITY OCCURRENCE COVERAGE FORM
<input type="checkbox"/>	GOVERNMENTAL ALTERNATIVE SOLUTIONS LAW ENFORCEMENT LIABILITY OCCURRENCE COVERAGE FORM
<input type="checkbox"/>	GOVERNMENTAL ALTERNATIVE SOLUTIONS LAW ENFORCEMENT LIABILITY CLAIMS-MADE COVERAGE FORM
<input type="checkbox"/>	GOVERNMENTAL ALTERNATIVE SOLUTIONS COMMERCIAL AUTO LIABILITY COVERAGE FORM
<input type="checkbox"/>	GOVERNMENTAL ALTERNATIVE SOLUTIONS GENERAL LIABILITY COVERAGE FORM
<input type="checkbox"/>	GOVERNMENTAL ALTERNATIVE SOLUTIONS PUBLIC OFFICIALS LIABILITY CLAIMS-MADE COVERAGE FORM
<input type="checkbox"/>	GOVERNMENTAL ALTERNATIVE SOLUTIONS PUBLIC OFFICIALS LIABILITY OCCURRENCE COVERAGE FORM

The following Exclusion is added: This insurance does not apply to:

1. Any liability “loss”, damage, injury, cost, or expense of any nature whatsoever caused by, arising out of, related to, or resulting from, directly or indirectly, in whole or in part:
 - a. Any pathogen, virus, bacteria, contagion, or other microorganism; or
 - b. Any action or inaction of the Insured or any action or order of a governmental representative, authority or agency undertaken to control, prevent, suppress, mitigate, test for, monitor, treat or remediate the actual, suspected, or anticipated presence, existence or transmission of any pathogen, virus, bacteria, contagion, or other microorganism; or
 - c. An “epidemic or pandemic”,

that actually or allegedly induces or is capable of inducing physical distress, illness or disease, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

This exclusion applies, whether or not due to the insured's negligence, intentional act, unintentional act or wrongdoing in the:

- a. Abating, testing for, monitoring, clean up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, fungi, virus, bacteria or other microorganism, by any insured or by any other person or entity.
- b. Failure to provide any state or governmental mandated personal protective equipment;
- c. Failure to prevent the spread of the disease;
- d. Failure to report the disease to authorities; or
- e. Supervising, hiring, employing, training or monitoring of others, whether or not infected with and spread a communicable disease, by any insured.

The addition of this exclusion does not imply that other policy provisions do not also exclude coverage for liability, loss, damage, injury, cost, or expense caused by, or arising out of, related to, or resulting from any pathogen, virus, bacteria, contagion, other microorganism or "epidemic or pandemic".

For purposes of this endorsement, "epidemic or pandemic" means an outbreak of an infectious disease transmissible from person to person (whether by direct contact with an affected individual, by casual contact with an affected person's secretions or objects touched by an affected person, by airborne means or by indirect means) that spreads and affects a significant proportion of a population, either geographically or globally

All other terms and conditions remain unchanged.

Hudson Excess Insurance Company

**SERVICE OF SUIT ENDORSEMENT - GEORGIA
SS – GA (05/17)**

It is hereby agreed by the Company and the Named Insured that:

In the event of a failure by the Company to pay any amount claimed to be due under this policy, the Company will, at the Named Insured's request, submit to the jurisdiction of any court of competent jurisdiction within the United States of America and will comply with all requirements necessary to give the court jurisdiction. Nothing in this endorsement constitutes or should be understood to constitute a waiver of the Company's rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. In a suit instituted against the Company under this contract, the Company agrees to abide by the final decision of the court or of any appellate court in the event of an appeal.

Pursuant to any statute of any state, territory or district of the United States of America which makes a provision therefore, the Company will designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as the Company's true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Named Insured or its beneficiary arising out of this contract of insurance.

The officer named below is authorized and directed to accept service of process on the Company's behalf:

**Commissioner of Insurance
Two Martin Luther King Jr. Drive
716 West Tower, Floyd Bldg.
Atlanta, GA 30334**

Having accepted service of process on the Company's behalf, the officer is authorized to mail the process or a true copy to:

**Dina G. Daskalakis
Hudson Excess Insurance Company
Administrative Office
100 William Street, 5th floor
New York, NY 10038**

All Other Terms and Conditions of This Policy Remain Unchanged.

Named Insured: The State of Georgia c/o Department of Administrative Services

Policy Number: EPGA 000097-01

Endorsement Effective Date: 07/01/2023

Endorsement Number: 1

Endorsement Issue Date: 07/01/2023