

Certificate of Insurance

Indiana State Teachers Association National Education Association Educators Employment Liability Insurance



*Great Public Schools
for Every Student*
2025-2026

Insured by: Nautilus Insurance Company.
THIS IS NOT AN INSURANCE CONTRACT.
THIS IS A SUMMARY FOR GENERAL
INFORMATION PURPOSES. CONTACT YOUR
STATE ASSOCIATION FOR TERMS AND
CONDITIONS OF COVERAGE.

Policy number: NEA_IN00001_P-14

Participating unit:

Indiana State Teachers Association

Address: 150 W. Market St., Ste. 900
Indianapolis, IN 46204

Insured: NEA Members as defined in
Part V(l)

Policy period: This policy applies to occurrences which take place during the twelve-month period starting at 12:01 AM 09/01/25 and expiring at 12:01 AM 09/01/26.

Coverages and limits of liability

- **Coverage A — Educators liability**
 - \$1,000,000 per member per occurrence not to include any civil right issues or civil rights claims
 - \$300,000 per member per occurrence for civil rights issues or civil rights claims and not to include any other claims
 - \$3,000,000 per occurrence aggregate for all claims, including civil rights and civil rights claims
- **Coverage A — Legal defense cost limits**
 - \$3,000,000 per member per occurrence not to include any civil right issues or civil rights claims
 - \$9,000,000 per occurrence aggregate for all claims not to include any civil right issues or civil rights claims
- **Coverage B — Reimbursement of attorney fees for defense of a criminal proceeding**
 - \$35,000 per criminal proceeding
- **Coverage C — Bail bond**
 - \$1,000 per bond
- **Coverage D — Assault-related personal property damage**
 - \$2,500 per assault
- **Coverage E — Medical and related arts**
 - \$1,000,000 per member per occurrence, subject to a \$3,000,000 limit per occurrence

Indiana State Teachers Association claim procedure

The following occurrences should be reported immediately to Camille Bell, Asst. to the Director of UniServ and Organizing, Indiana State Teachers Association, 150 W. Market St., Ste. 900, Indianapolis, IN 46204:

1. Any incident involving the death or injury requiring medical attention to a student arising out of a school activity;
2. The receipt by the Insured of a notice of claim, lien letter from an attorney, or service of summons or lawsuit; or
3. Any situation the Insured believes to be covered by the policy.

Do not contact an attorney to represent you before contacting Camille Bell at the Indiana State Teachers Association at 317-771-1853 or cbell@ista-in.org. When making contact the Insured should be prepared to present a brief description of the occurrence and a copy of any legal documents.

NEA EDUCATORS EMPLOYMENT LIABILITY POLICY

Each **Insured** should read the whole policy. Each policy part contains important information.

I. INSURING AGREEMENTS

We agree to provide the **Insured**, as defined in Part V (I) below, with the coverages shown on the declarations page in return for the payment of the premium, and subject to the limits of liability, exclusions, conditions, and all other terms of this policy.

II. COVERAGES

A. COVERAGE A - EDUCATORS LIABILITY

We agree to pay on behalf of the **Insured** any and all **loss** in excess of **underlying insurance**, subject to the limit of liability as set out in the declarations page for Coverage A. Such **loss** must be sustained by the **Insured** by reason of liability imposed by law for damage caused by an **occurrence** in the course of the **Insured's educational employment activities**.

1. **Civil rights claims:** For **civil rights claims**, an additional limit of liability of \$300,000 per **member** per **occurrence**, in excess of **underlying insurance**, shall apply. This limit applies in addition to the \$1,000,000 per **member** per **occurrence** limit for **claims** other than **civil rights claims** but is part of and remains subject to the total aggregate limit of \$3,000,000 per **member** for all **claims**. Such additional limit for **civil rights claims** shall apply both to **loss** and supplementary payments pursuant to Section II.A.2. below.
2. **Supplementary Coverage:** With respect to **claims** under Coverage A and in addition to the coverage for **loss**, **we** shall:
 - a. Investigate, defend, negotiate, and settle any **claim** even if such **claim** is groundless or fraudulent. **We** shall not be obligated to investigate, defend, or conduct settlement negotiations with respect to any **claim** reported to **us** after the limit of liability with respect to the **member** against whom the **claim** is made and/or the limit of liability with respect to the **occurrence** has [have] been exhausted by payment of **loss**. When a **claim** seeks damages that exceed the limit of liability stated in the declarations for this coverage, the **Insured** may retain, at the **Insured's** own expense, counsel of its choosing to assist **us** in the defense of the **claim**. With regard to **claims** brought in any jurisdiction other than in the United States, its territories or possessions, or Canada, **we** may choose to reimburse but not defend the **Insured** for the reasonable costs actually incurred in any such defense, upon notice to the **Insured** of such decision;
 - b. Pay all premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy and on appeal bonds. **We** shall have no duty to apply for or furnish any such bonds;
 - c. Pay all reasonable expenses incurred in **our** defense of any **claim**, all costs taxed against the **Insured**, and all interest on that part of the judgment therein, which does not exceed the applicable limit of liability, that accrues after entry of the judgment and before **we** have paid, tendered, or given to the court that part of the judgment which does not exceed the limit of liability;
 - d. Pay all expenses incurred by the **Insured** for such immediate medical and surgical relief to others as shall be imperative at the time of the **occurrence**; and
 - e. Pay all reasonable expenses, other than **loss** of earnings, incurred at **our** request.

Amounts paid by **us** for supplementary coverage pursuant to this Section II.A.2. are in addition to the applicable limit of liability for **loss** but subject to the separate limits of liability set forth in the declarations applicable to legal defense costs/supplementary payments; provided, however, that the additional \$300,000 limit applicable to **civil rights claims** includes both **loss** and supplementary payments.

B. COVERAGE B - REIMBURSEMENT OF ATTORNEY FEES FOR DEFENSE OF A CRIMINAL PROCEEDING.

We will reimburse the **Insured** for (1) reasonable attorney fees (including fees for the services of paralegals, law clerks, and/or investigators working under the direction of said attorney), and (2) reasonable and necessary costs, excluding **loss** of income, when incurred in the defense of any **criminal proceeding** arising out of acts or omissions that otherwise would be within the course and scope of the **Insured's educational employment activities**.

1. Reimbursement shall be made only if the **Insured** is exonerated by a court of law from all charges, or all charges are subsequently withdrawn or dismissed, or an investigation by a law enforcement agency is concluded without the filing of charges against the **Insured**. However, if the **criminal proceeding** arises from the use of **corporal punishment**, said reimbursement will be made regardless of the outcome of the **criminal proceeding**.
2. If the **Insured** is one of two or more defendants represented by the same attorney or law firm, this policy shall apply solely to the **Insured's** proportionate share of the total of reasonable attorneys' fees and costs incurred for all such defendants. The **Insured** and **we** shall use their best efforts to determine a fair and appropriate allocation of such costs constituting such proportionate share which takes into account the relative legal and financial exposures of, and the relative benefits obtained in connection with, the defense of the **criminal proceeding** by the **Insured** and the other represented individuals represented by the same counsel. In no event, however, shall the amount reimbursed under this policy exceed the **Insured's** fair and appropriate proportionate share of the total reasonable and necessary fees and costs incurred for all such defendants, as determined under this section, and in any case shall not exceed the applicable limit of liability stated in the Declarations.
3. **Our** liability per **Insured**, for each **criminal proceeding**, shall not exceed the limit of the liability shown on the declarations page for Coverage B. The limit of liability shall apply to the total amount of the reasonable attorney fees and the reasonable and necessary costs incurred by the **Insured** in the defense of a **criminal proceeding**.

C. COVERAGE C - BAIL BOND.

We will reimburse the **Insured** for the premium paid for a bail bond required of the **Insured** for each bond arising out of the **Insured's educational employment activities**, but without any obligation to apply for or furnish such bond, not to exceed the limit set forth in the declarations page for this coverage. For purposes of this coverage, a series of continuous actions by the **Insured** shall constitute a single event.

D. COVERAGE D - ASSAULT-RELATED PERSONAL PROPERTY DAMAGE.

We will pay up to \$2,500 for damage to or destruction of the **Insured's** personal property, or other people's personal property when being used by the **Insured**, or in the **Insured's** care, custody, or control, which is caused by an **assault** upon the **Insured** on or on surrounding school property or while away from school property on an authorized school activity, to the extent that such damages exceed the coverage provided by any Homeowners, Personal Property Floaters, or other similar valid and collectible insurance. This coverage does not apply to damage or destruction of a **vehicle** of any kind, or to damage to or destruction of property leased to, owned, or rented by an **educational unit**.

III. EXCESS/DROP-DOWN COVERAGE

This insurance is excess of any and all other insurance policies, insurance programs, self-insurance programs, and defense and indemnification arrangements whether primary, excess, umbrella, or contingent and whether collectible or not.

It is a condition precedent to coverage under this policy that the **Insured** tender any **claim** to (i) the **educational unit** of which the **Insured** is an **employee**, (ii) under any and all primary, umbrella, and excess insurance policies issued to the **Insured's** employer which may afford coverage to the **Insured**, and (iii) under any indemnification arrangement, self-insurance

program, risk pooling or risk sharing arrangement, or governmental or statutory fund or trust under which the **Insured** may be entitled to coverage.

With respect to any **claim** as to which a defense is not provided to the **Insured** by any **underlying insurance** or other applicable insurance, and which is covered by the terms and conditions of this policy, **we** shall provide coverage, subject to the applicable limit of liability. In such event, **we** will be subrogated to all the **Insured's** rights under and against the **underlying insurance** and any other applicable insurance. However, **we** will not provide coverage where **underlying insurance** or any other insurance is collectible and available to the **Insured** (or would have been available but for the **Insured's** breach of a condition to coverage under such **underlying insurance**), or where any applicable **underlying insurance** or other available insurance is not fully exhausted.

Notwithstanding the foregoing, if a state affiliate of a membership organization voluntarily advances or incurs defense-related costs on behalf of an **Insured** in connection with a **claim** otherwise covered under this Policy, and such payment obligation does not arise under a contract of insurance or enforceable indemnification agreement applicable to the **Insured**, **we** shall, subject to the applicable limit of liability and all other terms and conditions of this Policy, reimburse the amount of such defense costs as if they were incurred directly by the **Insured**, provided that such costs are reasonable, necessary, and otherwise eligible for coverage hereunder.

This policy is specifically excess over any and all other valid and collectible insurance, indemnification arrangements, statutory benefits, or other liability protection mechanisms, regardless of their terms or how they are characterized. This includes, but is not limited to:

1. Policies or insurance programs of self-insurance purchased or established by or on behalf of an **educational unit** to insure against liability arising from activities of the **educational unit** or its **employees**, regardless of whether or not the policy or program provides primary, excess, umbrella, or contingent coverage;
2. State-created benefit programs, funds, trusts, or other mechanisms that provide liability protection for **employees** of school boards acting within the scope of their job requirements, whether or not such programs are characterized as "insurance";
3. Any statutory funds, trusts, or programs established to operate like an insurance company or to provide fringe benefits in the form of indemnification or liability protection, even if they do not meet the technical definition of "insurance";
4. Any other form of indemnification arrangement or liability protection mechanism, regardless of its structure or how it is funded.

This excess coverage applies even if such other insurance, program, fund, trust, or protection mechanism purports to be excess or provides that it is secondary to other insurance policies or protection mechanisms. This policy is to be excess over any and all other sources of liability protection available to the **Insured**, regardless of their nature or characterization.

IV. LIMITS OF LIABILITY

Under Coverage A:

A. The limit of liability shown in the declarations page as applicable to "per member, per **occurrence**," which limit of liability applies in excess of **underlying insurance**, is the most that **we** will pay for **loss** with respect to any one member arising out of any one **occurrence**. This limit is \$1,000,000 per member per **occurrence**, excluding **civil rights claims**.

B. For **civil rights claims**, the limit of liability shown in the declarations of \$300,000 per member per **occurrence**, applies excess of **underlying insurance**, and does not apply to any other **claims**. This limit is in addition to the \$1,000,000 per member per **occurrence** limit for other **claims** but is part of the total aggregate limit under Section IV.C. below. Such \$300,000 limit applies to both **loss** and supplementary payments.

C. Subject to the "per member, per **occurrence**" limits of liability, the total aggregate limit of liability per member for all **claims**, including but not limited to **civil rights claims**, shall not

exceed \$3,000,000. Such limit is the most **we** will pay for **loss** (or additional **loss** and this aggregate limit applies to all **claims** for or arising from all **occurrences** taking place during the policy period to which this policy applies, regardless of the number of **claims** or **occurrences**.

D. The fact that there might be multiple **claims** against an **Insured** as a result of one or multiple **occurrences** will not operate to increase the limit of **our** liability beyond the total aggregate limit of \$3,000,000 per member for all **claims**.

E. For **civil rights claims** the limits of liability of \$300,000 shown in the declarations, applies excess of **underlying insurance**, and applies to defense costs/supplementary payments. This \$300,000 limit is included in the total aggregate limit of \$3,000,000 per member for all **claims** and \$9,000,000 total aggregate per **member** for all **claims**, in excess of **underlying insurance**.

Under Coverage B:

The most that **we** will pay per **Insured** in reimbursement of all covered attorney fees and costs with respect to each **criminal proceeding** is the amount shown in the declarations page.

Under Coverage C:

The most that **we** will pay for the premium for a bail bond is the amount shown in the declarations page.

Under Coverage D:

The most that **we** will pay for damage or destruction to an **Insured's** personal property is the amount shown in the declarations page.

V. DEFINITIONS

A. ASSAULT. A physical attack on an **Insured** or an **assault** and/or battery as defined by the relevant criminal law. Proof of an **assault** and/or battery shall be a report of same to the appropriate civil police entity as soon as practicable.

B. CIVIL RIGHTS CLAIM. A **claim** or that portion of a **claim** alleging a violation of **civil rights**, as protected by the Constitution of the United States or any state, the Civil Rights Acts of 1866 and 1964, as amended, the Americans With Disabilities Act, and any state or federal statute, regulation, or executive order.

C. CLAIM. The institution of a civil legal action against the **Insured** or the demand for money or services based on one or more **occurrences**. **Claim** does not include the institution of a criminal action.

D. CORPORAL PUNISHMENT. The infliction by an **Insured** of physical pain upon a student as a disciplinary measure for actual or alleged misbehavior, provided that such **corporal punishment** is not prohibited by or in violation of any municipal, state, or local laws or is explicitly permitted in writing by the **educational unit**. **Corporal punishment** does not include the infliction of physical pain by an **Insured** for disciplinary measures for alleged misbehavior if, at the time it actually or allegedly occurred, it is prohibited by the **educational unit** or any municipal, state, or local laws.

E. CRIMINAL PROCEEDING. The prosecution of any **Insured** commenced by (1) the filing, with a court, of an information, a complaint, or an indictment, and any amendments thereto, alleging that the **Insured** had, during the policy period, committed one or more crimes involving one or more incidents, acts, or events, or (2) an investigation by a law enforcement agency that could give rise to such a filing. "Law enforcement agency" does not include a social welfare, child protection, or similar agency. Any **criminal proceeding** shall be considered a single **criminal proceeding**, notwithstanding the fact that the prosecution or investigation may involve multiple incidents, multiple counts or charges, and/or multiple trial and/or appellate proceedings. A subsequent or different prosecution or investigation based on the same incidents, acts, or events that provided the basis for the original prosecution or investigation shall not constitute a separate **criminal proceeding**.

F. EDUCATIONAL EMPLOYMENT ACTIVITIES. The activities of the **Insured** performed:

1. pursuant to the express or implied terms of his or her employment by an **educational unit**;

2. at the express request or with the express approval of his or her supervisor, provided that, at the time of such request or approval, the supervisor was performing what would appear to be his or her **educational employment activities** within the meaning of Part V(F)(1), or
3. as a member of a state board or commission which has as its primary purpose the licensure or certification of educators, or the setting of standards for such licensure or certification.

"**Educational employment activities**" does not include the activities of the **Insured** performed:

1. as part of the collective bargaining process, or
2. while acting in the capacity, whether paid or unpaid, of a board member, a trustee, a director, a governor, or in a similar capacity, in a governing body of NEA or an NEA affiliate, or an **educational unit**.

G. EDUCATIONAL UNIT. This includes, but is not limited to, a school district, a college or university, a state department of education, an Overseas Dependent School operated by the Department of Defense, any other institution which has as its primary purpose the instruction of students, a division, department, or other administrative **unit** of a governmental entity which does not have as its primary purpose the instruction of students, if the primary purpose of the administrative **unit** is the instruction of students; or a state board or commission which has as its primary purpose the licensure or certification of educators or the setting of standards for such licensure or certification.

H. EMPLOYEE. Any natural person who shall receive salary or wages in exchange for performing **educational employment activities** on behalf of a school board, board of trustees, or similar governing body of an **educational unit**. There are four additional situations in which a natural person will be considered an **employee**:

1. when an **employee**, as previously defined, is working in teaching or related activities in an **educational unit** other than the one from which he or she receives wages or salary, and is doing so as required by an in-service training program, a continuing education requirement, or an advanced or specialized degree program;
2. when a natural person who is a college student is working in teaching or related activities in an **educational unit** as required by his or her educational program and the **educational unit** in question;
3. when a natural person is performing **educational employment activities** in and for or on behalf of an **educational unit**, but receives wages or salary in exchange for such activities from and is employed by an entity other than said **educational unit**; or
4. when a natural person otherwise qualifying as an **employee** under the terms of this policy is serving, with or without compensation, as a member of a state board or commission which has as its primary purpose the licensure or certification of educators, or the setting of standards for such licensure or certification.

I. INSURED. A natural person who, at the time of an **occurrence** or at the time of the alleged incidents, acts, or events which give rise to a **claim** or **criminal proceeding**, was:

1. a member of the unit named in the declarations page and the National Education Association ("NEA"), and an **employee** of a school board, board of trustees, or other similar governing body of an **educational unit**;
2. a Life, Student, Retired or Substitute member of NEA, but not a member of the **unit** named in the declarations page, and an **employee** of a school board, board of trustees, or other similar governing body of an **educational unit**;
3. a member of a category listed under "Additional **Insureds**" in the declarations page, and an **employee** of a school board, board of trustees, or other similar governing body of an **educational unit**.

J. LOSS. Monetary amounts payable by the **Insured** in settlement of **claims** or in satisfaction of awards or judgments, including prejudgment interest, except that **loss** shall never include (i) more than \$5,000 in punitive damages awarded to any party; or, (ii) any sums which are within the limits of liability of the **underlying insurance** (including any self-**insured** retention or deductible portion thereof).

K. OCCURRENCE. Acts, errors, or omissions of the **Insured** or someone for whose acts the **Insured** is or is alleged to be legally liable which result in damages to someone other than the **Insured**. An **occurrence** can involve a single sudden act, error, or omission or continuous or repeated acts, errors, or omissions related to or arising out of one cause or event. Continuous or repeated acts, errors, or omissions shall constitute a single **occurrence** which shall be deemed to have taken place during the policy period in which the last or most recent act, error, or

omission takes place. To be covered under this policy, the **occurrence** must take place during the policy period. In no event shall a single **occurrence** be covered under more than one policy issued by **us**.

L. PEER REVIEW SYSTEM. A system in which an **employee**, who is not primarily employed to perform managerial or supervisory activities, evaluates or participates in the evaluation of the job performance of another **employee**.

M. SUDDEN AND ACCIDENTAL. "Sudden" means abrupt, quick, and without warning. "Accidental" means fortuitous and unintentional.

N. UNDERLYING INSURANCE. The limits of liability of any and all primary insurance policy(ies) issued to an **Insured's** employer or an **educational unit** under which an **Insured** is entitled to coverage, and all sums or coverage to which an **Insured** is entitled under any indemnification arrangement, self-insurance program, risk pooling or risk sharing arrangement, governmental or statutory fund or trust, or any similar arrangement or program which provides defense or indemnity coverage to an **Insured**.

O. UNIT. The association named in the declarations page.

P. VEHICLE.

1. Any motor-driven device designed for transport on or off public roads, including but not limited to autos, buses, motorcycles, motor bicycles, dune buggies, snowmobiles, and golf carts;
2. Any trailer or other device being towed by or carried on a **vehicle**; and
3. Any device which travels on fixed rails or crawler treads.
Wheelchairs are not considered **vehicles**.

Q. WE, US, or OUR. The company issuing this policy.

VI. POLICY PERIOD

This policy applies only to **occurrences** which take place during the policy period and **criminal proceedings** which result from allegations that a crime was committed during the policy period. The period of insurance shall begin and end at 12:01 a.m. at the **Insured's** address and shall end as of the date of expiration set forth in the declarations or any earlier effective date of cancellation.

VII. TERRITORY

This policy applies to **occurrences** taking place or **criminal proceedings** commenced anywhere in the world.

VIII. EXCLUSIONS

A. EXCLUSIONS - COVERAGE A ONLY:

This policy does not apply to:

1. **CIVIL PROCEEDINGS ARISING FROM CRIMINAL ACTS.** Any **claim** arising out of an act, other than **corporal punishment**, which has been the subject of a **criminal proceeding** that has resulted in the **Insured's** conviction or in which the **Insured** has entered a plea of nolo contendere. This exclusion shall not apply until the time for filing an appeal of such a conviction has elapsed, or if a timely appeal is filed, unless and until said appeal is decided adversely to the **Insured**. Upon such final adjudication in the related **criminal proceeding**, the **Insured** shall, upon demand, promptly reimburse **us** for all amounts **we** have paid to or on behalf of the **Insured** in connection with the civil **claim**.
2. **CONTRACTS.** Liability expressly assumed by an **Insured** under any contract or agreement.
3. **CRIMINAL DAMAGES.** The payment of any fines, monies, levies, or other forms of payment required as restitution for the commission of a crime by an **Insured**, whether in the nature of a misdemeanor or felony as defined by the relevant federal, state, or local statutes.
4. **FIDELITY.** Misuse, embezzlement, misappropriation, or breach of a fiduciary duty in the handling or managing of public and/or private monies, investments, or other funds held in a trust capacity.

5. **FIREARMS AND SIMILAR DEVICES.** This policy does not apply to any **claim** arising out of or involving the use of a firearm or other explosive device by any person, regardless of whether another cause or event contributes concurrently or in any sequence to the **loss**. This exclusion applies regardless of the legal theory asserted, including but not limited to negligence in failing to prevent or mitigate a third-party's use of firearms, failure to implement policies and procedures, inadequate safety procedures or training, or any other type of **claim**. However, this exclusion shall not apply to the extent that a **claim** seeks damages resulting directly from an **Insured's** use of (a) reasonable force to protect persons or property from a non-**Insured's** use of a firearm or explosive device or (b) physical restraint in an attempt to gain control or possession of a firearm or explosive device.
6. **INTENTIONAL DAMAGES. Occurrences** involving damages which are the intended consequence of action taken by the **Insured** or at the **Insured's** direction. However, this exclusion does not apply:
 1. if the action taken involves covered **corporal punishment**,
 2. to a **civil rights claim**, unless it is expressly found by the trier of fact in such **civil rights claim** that the **Insured** specifically intended to violate the **civil rights** of the claimant; or
 3. if the **Insured's** responses to the allegations made against the **Insured** in any civil proceeding indicate that the damages involved were not the intended consequence of action taken by the **Insured** or at the **Insured's** direction. Except as otherwise specified in the foregoing sub-paragraph 2., if evidence obtained as a result of investigation, litigation, or otherwise demonstrates that said responses are not credible, this exclusion shall thereafter apply. **We** shall be entitled to reimbursement for the attorney fees, costs, and other expenses incurred by **us** in providing coverage to the **Insured**.
7. **LIBEL AND SLANDER. Occurrences** which involve damages alleged by a person or organization which arise out of the publication or utterance of a libel or slander, or of other defamatory or disparaging material, or in violation of a natural person's right of privacy, if the publication or utterance is made in a newspaper of general circulation, an electronic communication to which there is public access, or in the course of or related to advertising, broadcasting, or telecasting. This exclusion shall not apply to **occurrences** which involve damages sustained by a person or organization which arise out of a publication or advertising in a student newspaper, a yearbook, or any other student publication, including a publication distributed by traditional means or electronically, that is sponsored by an **educational unit**.
8. **MEDICAL AND RELATED ARTS.** The rendering, teaching, or supervising of medical, surgical, dental, nursing, or other similar services. However, this exclusion does not apply to: a. first-aid and regular nursing services rendered by a school nurse employed to render such service, or a certified health aide employed to render such service under the direction of a school nurse; b. physical therapy, occupational therapy, or psychological therapy or treatment rendered by a practitioner who is employed to render such services, and who meets any licensure or certification requirements for such employment; c. the administration of oral prescription medicine to a student by the **Insured**, at the express request of his or her supervisor or provided the **Insured** has received advance written approval for such administration from the parent or guardian of the student; d. emergency first-aid services rendered by the **Insured** when a school nurse or other medically trained person is not readily available; and e. health care services rendered by the **Insured** to students who are designated disabled under the Individuals with Disabilities in Education Act when the rendering of such services is expressly required by the **Insured's** employer, provided the **Insured** has received advance written approval for rendering such services from the parent or guardian of the student.
9. **POLICE OR FIREFIGHTER ACTIVITIES.** The **Insured's** activities while the **Insured** is acting in a law enforcement or firefighting capacity. However, this exclusion does not apply if the **Insured** is employed as a security guard or performs **educational employment activities** under the express or implied direction of an **educational unit**.
10. **POLLUTION.** The discharge, release, or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, or gases, waste matter, or other irritants, contaminants, or pollutants into or upon land, the air, or any watercourse or body of water. However, this exclusion does not apply if such discharge, release, or escape is **sudden and accidental**.
11. **PRODUCTS.** a. the sale or the distribution for commercial purposes of any product, including food or drink, made by the **Insured** or under the **Insured's** direction. However, this

exclusion does not apply (i) if the student who makes such product uses, sells, or distributes it at his or her own initiative and not under the **Insured's** direction, or (ii) to the sale or distribution of food or drink made by the **Insured** or under the **Insured's** direction if the **Insured** is employed as a home economics teacher or cafeteria worker; or b. the **Insured's** performance of an agricultural or other commercial type service. However, this exclusion 11.b. does not apply to the rendering, teaching, or supervising of such service to students.

12. **PROFESSIONAL SERVICES.** The rendering or supervising of (a) legal services; (b) accounting services; or (c) architectural services.
13. **VEHICLE USAGE.** The ownership, operation, use, loading, or unloading of (a) **vehicles** of any kind; (b) watercraft; or (c) aircraft. However, this exclusion does not apply to: a. a driver training instructor while riding as a passenger in the course of **educational employment activities**; b. a vocational educational instructor in the course of regular **educational employment activities** carried on in a shop provided by the **educational unit**; or c. an **Insured** who is supervising students entering or exiting a school bus.
The coverage provided herein shall not apply to that portion of an **occurrence** for which the **Insured** has valid and collectible insurance of any kind.

B. EXCLUSIONS – COVERAGES A, B, C, AND D:

1. **ASBESTOS.** This policy does not apply to any **loss**, cost, damage, or expense based upon or arising out of the manufacture, mining, use, sale, installation, removal, distribution of, or exposure to asbestos, materials or products containing asbestos, or asbestos fibers or dust, or to any obligation of any **Insured** to indemnify any party for **losses**, costs, damages, or expenses arising out of such liability.
2. **BOARDS OF TRUSTEES OF EDUCATIONAL UNITS.** This policy does not apply to an **Insured** while acting in the capacity, whether paid or unpaid, of a board member, a trustee, a director, a governor, or in any similar capacity, in the governing body of an **educational unit**.
3. **DECLARATORY JUDGMENTS.** This policy does not apply to an action seeking solely declaratory, injunctive, or similar non-monetary relief.
4. **EMPLOYEES.** This policy does not apply to **claims** made or **criminal proceedings** brought against an **Insured** by or on behalf of another **employee** or former **employee** of an **educational unit**. However, this exclusion does not apply to: a. any **claim** made or **criminal proceeding** brought against an **Insured** by or on behalf of another **employee** or former **employee** of an **educational unit** if the **claim** or **criminal proceeding** arises out of an **occurrence** in the course of the **Insured's educational employment activities** as a participant in the **peer review system** of an **educational unit**. However, this exclusion shall apply to an **assault** upon the **Insured** by another **employee** or former **employee** of an **educational unit** if the **assault** arose out of an **occurrence** in the course of the **Insured's** aforementioned **peer review** activity; b. any **claim** made or **criminal proceeding** brought against an **Insured** by or on behalf of another **employee** or former **employee** of an **educational unit** if the **claim** or **criminal proceeding** arises out of an **occurrence** in the course of the **Insured's educational employment activities** as a member of a board or commission, established by the **Insured's** state's government, which has as its purpose the licensure or certification of educators, or the setting of standards for the licensure or certification of educators; c. any **claim** made or **criminal proceeding** brought against the **Insured** by or on behalf of a minor or incompetent child of an **employee** or former **employee** of an **educational unit**, if the **claim** or **criminal proceeding** arises out of an **occurrence** in the course of the **Insured's educational employment activities**; or d. any **claim** made or **criminal proceeding** brought against an **Insured** by or on behalf of an **employee** or former **employee** of an **educational unit**, when the incident which precipitated the **claim** or **criminal proceeding** did not arise from such **employee's** or former **employee's** status as such, and has no relationship to the terms and conditions of employment of said **employee** or former **employee**.
5. **EMPLOYERS.** This policy does not apply to **claims** made or **criminal proceedings** brought against an **Insured** by or on behalf of an employer to resolve employment contract, labor relations, or other employment disputes. This policy does not apply to **claims** made or brought against an **Insured** by or on behalf of an employer, school district, school board, or

other **educational unit** seeking damages, indemnification, or reimbursement of legal expenses or other damages.

6. **WAR.** This policy does not apply to **occurrences** which involve damages due to war, whether or not declared, civil war, insurrection, rebellion, or revolution, or to an act or condition incident to any of the foregoing.
7. **WORKERS' COMPENSATION.** This policy does not apply to any obligation for which the **Insured** may be held liable under any Workers' Compensation, Unemployment Compensation, Disability Benefits, or similar laws.
8. **NUCLEAR.** This policy does not apply to bodily injury or property damage with respect to which the **Insured** is also an **insured** under any policy issued by the Nuclear Energy Liability Insurance Association, the Mutual Atomic Energy Liability Underwriters; or the Nuclear Insurance Association of Canada, or would be an **insured** under any such policy but for its termination upon exhaustion of its limit of liability. This policy does not apply to bodily injury or property damage which results from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law which amends this Act; or (b) the **Insured** is, or had this policy not been issued, would be entitled to indemnity from the United States of America, or any of its agencies, under any agreement entered into by the United States of America, or any of its agencies, with any person or organization. This policy does not apply to bodily injury or property damage which results from the hazardous properties of nuclear material, if the nuclear material (a) is at any nuclear facility owned by the **Insured**, or operated by or on the **Insured's** behalf, or (b) has been discharged or dispersed from such nuclear facility. This policy does not apply to bodily injury or property damage which results from the hazardous properties of nuclear material if the nuclear material is contained in spent fuel or waste at any time owned, handled, used, processed, stored, transported, or disposed of by the **Insured** or on the **Insured's** behalf. This policy does not apply to bodily injury or property damage which results from the hazardous properties of nuclear material if the bodily injury or property damage arises out of the **Insured's** services, materials, parts, or equipment, in connection with the planning, construction, maintenance, operation, or use of any nuclear facility. However, if such facility is located within the United States of America, its territories or possessions, or Canada, this paragraph applies only to property damage to such nuclear facility and any property thereat. The defined terms used in this exclusion are: a. **Hazardous Properties.** Includes radioactive, toxic, or explosive properties. B. **Nuclear Material.** Includes source material, special nuclear material, or byproduct material. C. **Source Material, Special Nuclear Material, and Byproduct Material.** These terms have the meanings given them in the Atomic Energy Act of 1954 or in any law which amends this Act. D. **Spent Fuel.** Any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor. E. **Waste.** Any waste material (a) containing byproduct material, and (b) resulting from the operation by any person or organization of any nuclear facility included within (a) or (b) of the definition of nuclear facility. F. **Nuclear Facility.** Nuclear facility means: (a) any nuclear reactor, (b) any equipment or device designed or used for (i) separating the isotopes of uranium or plutonium, (ii) processing or utilizing spent fuel, or (iii) handling, processing or packaging waste, (c) any equipment or device used for the processing, fabricating, or alloying of special nuclear material if at any time the total amount of such material in the custody of the **Insured(s)** at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235, or (d) any structure, basin, excavation, premises, or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site, and all premises used for such operations. G. **Nuclear Reactor.** Any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material. H. **Property Damage.** Includes all forms of radioactive contamination of property.

IX. CONDITIONS

A. ACTION AGAINST US.

No action shall lie against **us**, unless as a condition precedent thereto, the **Insured** shall have fully complied with all terms of this policy. In the event of the **Insured's** bankruptcy, insolvency, or death, **we** shall not be relieved of payment under this policy but shall be required to make such settlement as would have been payable but for such bankruptcy, insolvency, or death.

B. ARBITRATION.

All disputes involving this policy shall be subject to binding arbitration. In the event of any such dispute, prior to demanding arbitration, the **Insured** shall request that **we** provide the **Insured** with a written statement of position, setting forth the basis for **our** disagreement and advise the **Insured** of the **Insured's** right to have said dispute resolved through arbitration. Following receipt of such statement of position, the **Insured** may invoke the arbitration process by sending **us** a written demand for arbitration no later than thirty days after the date on which the **Insured** received **our** statement of position. Failure to send **us** a demand for arbitration within such thirty-day period shall constitute a waiver of the **Insured's** right to arbitrate such dispute. Arbitration shall be conducted pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall be held at a location near the **Insured's** residence. The arbitration shall be conducted by a single arbitrator if the parties mutually agree on the identity of such single arbitrator. If the parties cannot agree on a single arbitrator, each party shall select one arbitrator, and the two arbitrators shall select a third arbitrator. The arbitrator(s) shall be independent and impartial and either lawyers with experience in insurance law or educational professionals with experience in insurance matters.

The scope of relief that can be awarded by the arbitrator(s) shall include any remedies that would be available in a court of law, including compensatory damages, but excluding punitive damages. The arbitrator(s) is/are not empowered to award damages in excess of compensatory damages, and each party hereby irrevocably waives any such damages. The terms of this policy are to be construed in an evenhanded fashion as between the **Insured** and **us**. Where the language of this policy is deemed to be ambiguous or otherwise unclear, the issue shall be resolved in a manner most consistent with the relevant terms of this policy without regard to authorship of the language and without any presumption or arbitrary interpretation or construction in favor of either the **Insured** or **us**. In reaching any decision, the arbitrator(s) shall give due consideration to the customs and usages of the insurance industry. The decision of the arbitrator(s) shall be final and binding upon all parties. In any such arbitration, NEA shall have the right to present evidence, make arguments, and otherwise participate as if it were a party to the arbitration. In the event there is a single arbitrator, the parties shall equally share the costs of arbitration. In the event there is a panel of three arbitrators, each party shall be solely responsible for the costs of its appointed arbitrator and shall equally share the costs of the third arbitrator.

C. ASSIGNMENT.

The **Insured's** rights to coverage under this policy are personal. The **Insured** may not assign or otherwise transfer said rights to any other person or organization.

D. ASSISTANCE AND COOPERATION.

The **Insured** shall cooperate with **us** and upon **our** request shall attend hearings and trials and shall assist in effecting settlements and obtaining the attendance of witnesses. The **Insured** shall not, except at the **Insured's** own cost, voluntarily make any payments, assume any obligation, or incur any expense other than for such immediate medical and surgical relief to others as shall be imperative at the time of the **occurrence**.

E. CANCELLATION OR NON-RENEWAL.

This policy may be canceled by the **Insured** for any reason by mailing written notice to **us** stating when thereafter such cancellation shall be effective. This policy may be canceled by **us** only for non-payment of premium. When **we** cancel this policy, **we** shall do so by mailing to the **unit** named in the declarations page and to the NEA at 1201 16th Street, Northwest, Washington, DC 20036, written notice stating when, no less than forty-five days thereafter, such cancellation shall be effective. When either the **Insured** or **us** cancels this policy, premium adjustment shall be computed on a pro rata basis and made at the time cancellation is effected, or, if not at that time, as soon thereafter as practical after cancellation becomes effective. This policy is written for the policy period stated in the declarations page. It will terminate on the expiration date and does not automatically renew.

F. CHANGES.

Notice to any agent or knowledge possessed by any agent or by any other person shall not (1) effect a waiver or a change in any part of this policy, or (2) stop **us** from asserting any right under the terms of this policy. The terms of this policy shall not be waived or changed, except by endorsement issued to form a part of this policy. Such an endorsement must be signed by an authorized representative of NEA, and countersigned by an authorized representative of **ours**.

G. NOTICE OF CLAIM.

If a **claim** is made against the **Insured**, the **Insured**, the **educational unit**, or the NEA shall immediately forward to **us** every demand, notice, summons, or other process received by the **Insured** or his or her representatives.

H. NOTICE OF OCCURRENCE.

When an **occurrence** takes place which the **Insured** reasonably believes might result in a **claim** covered by the policy, written notice shall be given by or on the **Insured's** behalf to **us** or any of **our** authorized agents as soon as practicable. Such notice shall contain particulars sufficient to identify the **Insured** and all reasonably obtainable information respecting the time, place, and circumstances of the **occurrence**, as well as the names and addresses of the injured and of available witnesses.

I. OTHER INSURANCE.

This is a manuscript policy and is personal to the individual **Insured** named herein. It was written and priced to reflect the intent of all parties that this policy is in excess of any and all other insurance policies, insurance programs, self-insurance programs, and defense and indemnification arrangements whether primary, excess, umbrella, or contingent and whether collectible or not, to which the **Insured** is entitled or should have been entitled, by contract or operation of law, to coverage, or to payment including, but not limited to, payment of defense and/or indemnification. Further, it is the intent of the parties that the coverage afforded in this policy does not apply if the **Insured** has other valid and collectible insurance of any kind whatsoever whether primary or excess, or if the **Insured** is entitled to defense or indemnification from any other source whatsoever, including by way of example only, such sources as state statutory entitlements or provisions, except any excess beyond the amount which would have been payable under such other policy or policies or insurance program or defense or indemnification arrangement had this policy not been in effect. Other valid and collectible insurance includes, but is not limited to, policies or insurance programs of self-insurance purchased or established by or on behalf of an **educational unit** to insure against liability arising from activities of the **educational unit** or its **employees**, regardless of whether or not the policy or program provides primary, excess, umbrella, or contingent coverage. The **Insured** shall cooperate with the Company to determine the existence, availability, and coverage of any such other insurance policy, insurance program, or defense or indemnification arrangement. This policy is specifically excess over coverage provided by school district or school board errors and omissions or general liability policies purchased by the **Insured's** employer or former employer and it is specifically excess over coverage provided by any School Leaders Errors and Omissions Policy purchased by the **Insured's** employer or former employer and it is specifically excess over coverage provided by any policy of insurance which purports to be excess to or recites that it is excess to a policy issued to the **Insured** for the benefit of members of the National Education Association.

If it is determined that **we** must contribute to the coverages provided in Section II of this policy with any other valid and collectible excess insurance, **our** contributing limit of liability shall be determined and paid as follows:

1. Computed on a pro rata basis if **our** limit of liability is less than any other valid and collectible excess insurance limit of liability, with **our** limit of liability computed by dividing **our** limit of liability by the sum of **our** limit of liability plus any other insurer's limit of liability, then multiplying the result by the amount that the **Insured** would have been entitled to receive under Section III of this policy if there were no other valid and collectible insurance; and/or
2. Computed on a limit of liability basis if **our** limit of liability is greater than any other valid and collectible excess insurance limit of liability, with **our** limit of liability computed by dividing **our** amount of liability as if there were no other valid and collectible insurance, divided by the sum of **our** limit of liability as if there were no other valid and collectible insurance plus all other valid and collectible insurance limits of liability as if there were no other valid and collectible insurance for their liability, then multiplying the result by the

amount that the **Insured** would have been entitled to receive under Section III of this policy if there were no other valid and collectible insurance.

J. SEVERABILITY.

In the event any part of this policy shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect any other parts of this policy. All other parts shall remain in full force and effect, as if the part so declared or adjudged to be invalid or unconstitutional were not originally a part hereof.

K. SUBROGATION.

In the event of any payment under this policy, **we** shall be subrogated to all the **Insured's** rights of recovery therefore against any person or organization and the **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall do nothing after **loss** to prejudice such rights.

L. TERMS OF POLICY CONFORMED TO STATUTE.

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.

X. ENDORSEMENTS

ENDORSEMENT #1: FUNGUS/MOLD EXCLUSION WITH LIMITED EXCEPTION FOR DEFENSE EXPENSES

Subparagraph 8. is added to Paragraph B. EXCLUSIONS - COVERAGES A, B, C, AND D of Section VIII. EXCLUSIONS as follows:

I. FUNGUS/MOLD. This insurance does not apply to any **loss**, cost, damage, expense, defense expense, **claim**, suit, **criminal proceeding** or injury, including, but not limited to, **losses**, costs or expenses related to, arising from, or associated with clean-up, remediation, containment, removal or abatement, caused directly or indirectly, in whole or in part, by:

1. Any fungus(i), mold(s), mildew or yeast, or
2. Any spore(s) or toxins created or produced by or emanating from such fungus(i), mold(s), mildew or yeast, or
3. Any substance, vapor, gas, or other emission or organic or inorganic body or substance produced by or arising out of any fungus(i), mold(s), mildew or yeast, or
4. Any material, product, building component, building or structure, or any concentration of moisture, water or other liquid within such material, product, building component, building or structure, that contains, harbors, nurtures or acts as a medium for any fungus(i), mold(s), mildew, yeast, or spore(s) or toxins emanating therefrom regardless of any other cause, event, material, product and/or building component that contributed concurrently or in any sequence to that **loss**, cost, damage, expense, defense expense, **claim**, suit, **criminal proceeding** or injury.

However, **we** will pay defense expenses up to \$5,000 for each **occurrence** for bodily injury to a person or persons, other than any **Insured** hereunder, caused by fungus(i), mold(s), mildew or yeast for which the **Insured** is legally liable under this policy and for which coverage is otherwise provided by this policy. Coverage for defense expenses, as provided herein, is excess over any other available coverage covering defense expenses whether such other coverage is provided on a primary, excess, contingent, or any other basis. This exception does not apply to and **we** will not pay or reimburse defense expenses for any **criminal proceeding** for which coverage is provided under Coverage B - REIMBURSEMENT OF ATTORNEY FEES FOR DEFENSE OF A **CRIMINAL PROCEEDING** of this policy.

The following definitions apply to this endorsement (Any term not defined herein shall have the meaning assigned to such term in the policy.): a. **Bodily injury** means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. b. **Defense expenses** means the costs incurred in connection with the investigation, and/or defense of any **claim** or suit, including, but not limited to, legal fees and other defense expenses. c. **Fungus(i)** includes, but is not limited to, any of the plants or organisms belonging to the major group Fungi, lacking chlorophyll, and including mold(s), rusts, mildews, smuts and

mushrooms. d. **Mold(s)** includes, but is not limited to, any superficial growth produced on damp or decaying organic matter or on living organisms, and fungi that produce mold(s). e. **Spore(s)** means any dormant or reproductive body produced by or arising or emanating out of any fungus(i), mold(s), mildew, plants, organisms or microorganisms.

All other terms and conditions of the policy remain the same.

ENDORSEMENT #2: SERVICE OF SUIT CONDITION

This endorsement modifies insurance provided under the policy. The following condition is added to this policy:

Pursuant to any statute of any state, territory or district of the United States which makes provision therefore, the Insurer hereby designates the Superintendent, Commissioner or Director of Insurance or other Officer specified for that purpose in the Statute, or his/her successor or successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of you or any beneficiary hereunder arising out of this contract of insurance, and hereby designates the below named as the person to whom the said Officer is authorized to mail such process or a true copy thereof.

It is further agreed that service of process in such suit may be made upon John Briggs, or his nominee of the Insurer at 7233 East Butherus Drive, Scottsdale, Arizona 85260, and that in any suit instituted against the Insurer upon this policy, it will abide by the final decision of such Court or of any Appellate Court in the event of an appeal. Nothing herein shall constitute a selection or designation of forum, or a waiver of any of the Insurer's rights to select a forum or court, including any of the federal courts of the United States. This includes any right to commence an action in or remove or transfer an action to the United States District Court or any other court of competent jurisdiction, as permitted by law.

This Service of Suit clause shall not be read to conflict with or supersede the obligations of the parties to arbitrate any disputes as provided for in Section VIII.B. Arbitration of this policy. This clause is intended as an aid to compelling arbitration or enforcing such arbitration or arbitral award, not as an alternative to such arbitration provision for resolving disputes arising out of or involving this contract of insurance.

All other terms and conditions of the policy remain the same.

ENDORSEMENT #3: MEDICAL AND RELATED ARTS ENDORSEMENT

This endorsement modifies insurance provided by the policy.

1. For purposes of the coverage provided by this endorsement only, Subsection I. **INSURED** of Section V. **DEFINITIONS** is deleted and replaced with the following:

I. INSURED

The term "**Insured**" means a natural person who, at the time of an **occurrence** or at the time of the alleged incidents, acts, or events which give rise to a **claim** or **criminal proceeding**, was licensed as a dental hygienist, nurse, occupational therapist, psychological therapist, speech pathologist, physical therapist, audiologist, or certified as an athletic trainer, and is employed by a school board, board of trustees, or other similar governing body of an **educational unit**.

2. Subsection E is added to Section III. **COVERAGES**, as follows:

E. COVERAGE E - MEDICAL AND RELATED ARTS LIABILITY

Subject to the Limits of Liability of the policy applicable to Coverage A set forth in the declarations (which also encompass and apply to this Coverage E), **we** agree to pay on behalf of the **Insured** all **loss** sustained by the **Insured** by reason of liability imposed upon the **Insured** by law for damage caused by an **occurrence** arising out of the **Insured's** rendering, teaching or

supervising of medical, dental, surgical, nursing or other similar services in the course of the **Insured's educational employment activities**. The **occurrence** must take place entirely within or commence during the policy period.

Supplementary Coverage

With respect to **claims** under this Coverage E, the supplementary coverage set forth in Section II.A.2. of this policy shall apply. Amounts paid by **us** for such supplementary coverage are in addition to the applicable limit of liability set forth in the declarations with respect to Coverage A for **loss**.

1. For purposes of the coverage provided by this endorsement only, all Exclusions in Subsection A and Subsection B of Section VIII., **EXCLUSIONS** apply to coverage provided by this endorsement, with the exception of Subsection A.8.
2. In addition, the following **EXCLUSIONS** apply to coverage provided by this endorsement:

This Policy does not apply to: a. Liability arising out of activities specified in Section VIII. A. 8, paragraphs a. through e. of the attached policy; b. Liability arising out of the use or application of any preparation, the use or sale of which is prohibited under any federal, state or municipal law, rule, or regulation; c. Liability arising out of the **Insured's** prescribing, preparing, or compounding of drugs, except that this exclusion shall not apply to the administration of drugs prescribed by a licensed medical practitioner other than the **Insured**; or d. Liability arising out of professional services rendered by the **Insured** or any person for whose acts the **Insured** is legally liable while under the influence of intoxicants or drugs.

All other terms and conditions of the policy remain the same.

ENDORSEMENT #4: COMMUNICABLE DISEASE EXCLUSION

This insurance does not apply and there shall be no duty to indemnify any **Insured** for any "**occurrence**", "suit", liability, demand, cause of action, or any **claim** arising, in whole or part, out of the actual or alleged transmission of any communicable disease. If such a **claim** is alleged among one or more other **claims** in the same or related action(s), the excluded **claim** shall not bar coverage for the other **claim(s)**.

This exclusion applies even if the **claims** against any **Insured** allege any error, omission, negligence or any other wrongdoing relating to any of the following:

- a. Supervising, hiring, employing, training or monitoring of other **employees** that may be infected with or spread a communicable disease;
- b. Testing for a communicable disease;
- c. Failure to take reasonable steps to prevent the spread of any communicable disease;
- d. Failure to report the communicable disease to authorities if required by law; or
- e. Any other **claim** related to the **Insured's** responsibilities as to the management, mitigation, or prevention of transmission of a communicable disease.

Notwithstanding the foregoing, **we** will defend the **Insured** for (1) reasonable attorney fees (including fees for the services of paralegals, law clerks, and/or investigators working under the direction of said attorney), and (2) reasonable and necessary costs, excluding **loss** of income, when incurred in the defense of any **claim** arising out of what otherwise would be within the course and scope of the **Insured's educational employment activities**.

Defense shall be provided only if the **Insured** has attempted to comply in good faith with all federal, state, municipal, School Board, or Educational Institution guidance and standards, or all allegations are subsequently withdrawn or dismissed. Defense will only be withheld in the event that it is determined that there was willful and intentional disregard of such guidance by the **Insured**.

When the **Insured** is one of two or more defendants represented by the same attorney or law firm, payments shall be limited to the **Insured's** proportionate share of the total of the reasonable attorney fees and the reasonable and necessary costs paid.

Our limit of liability under this endorsement, for defense of such allegations, shall not exceed \$5,000,000 in the aggregate for all **occurrences and claims** to which this endorsement applies. The limit of liability pursuant to this endorsement shall apply to the total amount of the reasonable attorney fees and the reasonable and necessary costs incurred by any and all **Insureds** in the defense of allegations as set forth in Items a. through e. above.



Great Public Schools for Every Student
Collective Bargaining & Member Advocacy Legal Services Programs
1201 16th Street, N.W. Washington, DC 20036

References NEA-0001 (09/2025)

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.