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Public Entity Division | **BINDER**

Secondary School Cooperative Risk Management Program

C425

A Berkshire Hathaway Company

(Secondary School Cooperative Risk Management Program)
(c/o Nugent Consulting Group)
(2409 Peachtree Lane
Northbrook, IL 60062)

MEMORANDUM OF COVERAGE
Declarations Page

Item 1. General Information

Policy Number: SSCRMP-2012-04

Covered Member: Secondary School Cooperative Risk Management Program

Mailing Address: 2409 Peachtree Lane Northbrook, IL 60062

Named Insured(s): See **Named Member** Endorsement

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

From: January 1, 2012 To: January 1, 2013

Item 2. Limit(s) of Coverage

Coverage Part A	$11,000,000	Coverage Part Aggregate Limit
	$11,000,000	each **occurrence** as defined by the School Liability Coverage Part
Coverage Part B	$11,000,000	Coverage Part Aggregate Limit
	$11,000,000	Each **claim** as defined by the School Board Legal Liability Coverage Part

Item 3. Contribution

Coverage Part A	$_____	Advance contribution, Adjustable at Rate of $_____ per _____ of _____, Subject to Minimum contribution of $_____
Coverage Part B	$_____	Advance contribution, Adjustable at Rate of $_____ per _____ of _____, Subject to Minimum contribution of $_____

Forms and Endorsements comprising this Memorandum of Coverage: **SSCRMP**- NuclEnergy2008; MedInc2008; UMPIP2008; CC-2008

Coverage Part A
School Liability

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

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

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

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

SECTION I - COVERAGE

A. Coverage Agreement

1. Subject to the applicable **Limit(s) of Co[illegible]** this Cove[illegible]ge Pa[illegible] **we** agree to pay on behalf of the **Member the ultimate net loss** which the [illegible] becomes legally obligated to pay because of **bodily injury, personal injury, advertising injury,** or **property damage** which occurs during this coverage period to which this Memorandum of Coverage applies. The **Member's** obligation to pay shall have been determined by judgment against the Member after a contested **suit** or by written agreement which has received **our** prior approval, between the **Member(s)** and the claimant(s) or the [illegible] representative.

2. This coverage applies to **bodily injury, personal injury, advertising injury,** or **property damage** which occurs during this coverage period, provided that prior to this policy period, no Member listed under paragraphs **A.** or **B.** 1., 2., or 3. of **SECTION II – WHO IS A MEMBER** or no person authorized by **you** to give or receive notice of an **occurrence** or claim, knew that the **bodily injury, personal injury, advertising injury** or **property damage** had occurred, in whole or part. If such listed **Member** or authorized person knew, prior to this policy period, that the **bodily injury, personal injury, advertising injury,** or **property damage** occurred, then any continuation, change or resumption of such **bodily injury, personal injury, advertising injury,** or **property damage** during or after this coverage period will be deemed to have been known prior to this coverage period and will not be covered hereunder.

3. **Bodily injury, personal injury, advertising injury,** or **property damage** which occurs during this coverage period and was not, prior to this coverage period, known to have occurred by **a Member** listed under paragraphs **A.** or **B.** 1., 2., or 3. of **SECTION II – WHO IS A MEMBER** or any person authorized by **you** to give or receive notice of an **occurrence** or claim, includes any continuation, change or resumption of that **bodily injury, personal injury, advertising injury,** or **property damage** after the end of this coverage period.

4. **Bodily injury, personal injury, advertising injury,** or **property damage** will be deemed to have been known to have occurred at the earliest time when any **MEMBER** listed under paragraphs **A.** or **B.** 1., 2., or 3. of **SECTION II – WHO IS A MEMBER** or any person authorized by **you** to give or receive notice of an **occurrence** or claim:

   a. Reports all, or any part, of the **bodily injury, personal injury, advertising injury,** or **property damage** to **us** or any other insurer;

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b. Receives a written or verbal demand or claim for damages because of **bodily injury**, **personal injury**, **advertising injury**, or **property damage**; or

c. Actually or constructively becomes aware by any other means that **bodily injury**, **personal injury**, **advertising injury**, or **property damage** has occurred or had begun to occur.

5. Damages because of **bodily injury** which occurs during this coverage period include damages claimed by any person or organization for care, loss of services or death resulting at any time from the **bodily injury**.

6. With respect to **your** liability for **bodily injury** which occurs during this coverage period to **your** employees, **bodily injury** by disease must be caused or aggravated by the conditions of their employment by **you**. The employee's last day of last exposure to the conditions causing or aggravating such **bodily injury** by disease must occur during this policy period. A separate **occurrence** will apply to each accident or, with respect to disease, each employee.

7. Damages because of **bodily injury** or **personal injury** which occur while covered by **Secondary School Cooperative Risk Management Program** include damages resulting from **non-employment harassment**, including sexual molestation. Any such **bodily injury** or **personal injury** will be deemed to have occurred at the time of the initial **non-employment harassment** while insured by **Secondary School Cooperative Risk Management Program** and all such **bodily injury** or **personal injury** will be deemed to be - **one occurrence** when committed by the same perpetrator or two or more perpetrators acting in concert and without regard to the number of incidents of **non-employment harassment** taking place thereafter. The coverage provided does not apply to any Member who is found by a court of law to have committed a criminal act of **non-employment harassment**.

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

B. Defense

We will defend any claim or **suit** against the **Member** seeking damages for **bodily injury**, **personal injury**, **advertising injury**, or **property damage** which, may create payment obligations for **us** under this Coverage Part. In addition:

1. When the **Member's** legal obligation to pay **ultimate net loss** to which this coverage applies has been determined, **we** will then **pay on behalf of the Member** the amount of such **ultimate net loss** subject to the Coverage Part's relevant **Limit(s) of Coverage** set forth in the **Declarations Page** or in any endorsement.

   Member must obtain **our** prior written consent before offering or agreeing to pay an amount in order to settle any claim or **suit** seeking damages to which this coverage applies either in whole or in part.

3. **We** will also have the right, but not the duty, to:

   a. Investigate any **occurrence**, **offense**, claim or **suit;**

   b. Select or retain defense counsel;

   c. Appeal any judgment; or

   d. Settle any claim or **suit**.

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In the event **we** exercise **our** rights specified in this paragraph, the **Limit(s) of Coverage** and handling of the **claim expenses** will remain unchanged as stated in the Coverage Part or as amended by Endorsement.

C. Exclusions

This coverage does not apply to:

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

   a. Any corporal punishment administered to **your** students by or at the direction of **your** current or former teachers, student teachers or school administrators. This coverage does not apply to

      (1) The malicious infliction of corporal punishment; or

      (2) Corporal punishment administered in violation of law, the policy or regulations of the Member or its governing body, where applicable.

   b. The use of reasonable force to protect persons or property, or, with respect to **your** law enforcement activities or **your** duly-authorized law enforcement activities for others, to an act of the **Insured** (unless determined to be a criminal act) within the arrest or incarceration process.

2. **Bodily injury, personal injury, advertising injury,** or **property damage** that the Member is obligated to pay by reason of the assumption of liability in any contract or agreement. This exclusion does not apply to liability:

   a. Assumed in a contract or agreement that is a **covered contract**; or

   b. The Member would have in the absence of the contract or agreement.

3. Liability imposed on the **Member** or the **Member's** insurer, under any of the following laws:

   a. Employee Retirement Income Security Act (ERISA) of 1974, including any subsequent amendments or any similar federal, state or local law or regulations;

   b. Any workers compensation, unemployment insurance, social security or disability benefits law, or any similar law; or

   c. Any obligation of the Member under the Jones Act, general maritime law, the Federal Employers Liability Act, Federal Employee Compensation Act, the Defense Base Act or the U.S. Longshoremen and Harbor Workers Compensation Act.

4. Punitive or exemplary damages because of **bodily injury** to **your** employee while employed by **you** in violation of the law with **your** actual knowledge or the actual knowledge of **your** elected or appointed officials.

5. **Bodily injury, personal injury, advertising injury,** or **property damage** arising from **employment wrongful act(s)**.

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