

TO: Dr. Mike Riggle

FROM: Rosanne Williamson

RE: FOIA Requests

FOIA Response:

Please see the attached email response. Responsive documents can be found online at <http://il.glenbrook.schoolboard.net/board>. (Responsive documents will not be attached to the all documents pdf, but can be found under the FOIA agenda item.)

Background:

The Freedom of Information Act (FOIA - 5 ILCS 140/1 et seq.) is a state statute that provides the public the right to access government documents and records. A person can ask a public body for a copy of its records on a specific subject and the public body must provide those records, unless there is an exemption in the statute that protects those records from disclosure (for example: records containing information concerning student records or personal privacy).

A public body must respond to a FOIA request within 5 business days after the public body receives the request or 21 business days if the request is for commercial purpose. That time period may be extended for an additional 5 business days from the date of the original due date if:

- The requested information is stored at a different location;
- The request requires the collection of a substantial number of documents;
- The request requires an extensive search;
- The requested records have not been located and require additional effort to find;
- The requested records need to be reviewed by staff who can determine whether they are exempt from FOIA;
- The requested records cannot be produced without unduly burdening the public body or interfering with its operations; or
- The request requires the public body to consult with another public body who has substantial interest in the subject matter of the request.

If additional time is needed, the public body must notify the requester in writing within 5 business days after the receipt of the request of the statutory reasons for the extension and when the requested information will be produced.



Elaine Geallis <egeallis@glenbrook225.org>

Re: Revised FOIA request

1 message

Rosanne Marie Williamson <rwilliamson@glenbrook225.org>

Thu, Mar 15, 2018 at 3:29 PM

To: "glenn@avistamail.net" <glenn@avistamail.net>

Bcc: egeallis@glenbrook225.org

Dear Mr. Farkas:

On February 8, 2017, Glenbrook High School District 225 received a Freedom of Information Act ("FOIA") request for the disclosure of various records (nine separate requests) concerning Board of Education Policy 8005 pertaining to transgender students. On February 15, 2018, the School District notified you that your request was "voluminous" as defined by the FOIA and invited you to revise the request to remove it from being voluminous. The School District also highlighted several areas where the scope of the request was broad, ambiguous and burdensome, and invited you to consider narrowing your request. On February 20, 2018, you sent a revised request, which combined the nine separate requests into five requests.

The School District then responded to your February 20th FOIA request on February 27th – providing you with records responsive to two of the requests, declaring two of the requests to be overly burdensome, and denying one of the requests. On February 28th, you responded by submitting a new FOIA request – this time seeking records under three new requests, though still related to the same subject, for the timeframe of August 1, 2015 to February 9, 2018. You agreed to permit the disclosure of records no later than March 15, 2018. Each of your requests are produced below and the School District's response follows.

Request 1. All emails, text messages, notes and documents (to include postal mail) to and from the School Board members, the School Board Administration Staff, the Policy Committee, as well as from third parties such as businesses, non-profit organizations and advocacy groups that pertain to the District's communications on transgender students and Transgender Policy 8005 which was recently adopted by the District. The District may exclude emails to and from students to reduce the records privacy concern.

Response See enclosed public records. See also:

<https://www.glenbrook225.org/Media/BOE/Meeting%20Minutes/2018/01-08-2018.pdf>

<https://www.glenbrook225.org/Media/BOE/Meeting%20Minutes/2018/01-22-2018.pdf>

<https://www.glenbrook225.org/Media/BOE/Meeting%20Minutes/2018/02-12-2018.pdf>

<https://www.glenbrook225.org/Media/BOE/Policies/Section%208000/8005-Transgender-Students.pdf>

Some public records concerning the formulation of the policy and the formulation of the School District's communications concerning the policy have been withheld or redacted pursuant to the following exemptions:

- §7(1)(f) of the FOIA: "Preliminary drafts, notes, recommendations, memoranda and other records in which opinions are expressed, or policies or actions are formulated..."
- §7(1)(m) of the FOIA: "Communications between a public body and an attorney...that would not be subject to discovery in litigation".

Some records have been redacted pursuant to §7(1)(b) and §2(c-5) of the FOIA to protect private information, such as personal addresses and emails; some have been redacted to conceal confidential student record information pursuant to §7(1)(a) and §7.5(r) of the FOIA, as well as state and federal student records confidentiality laws (105 ILCS 10/6(a) and 20 U.S.C. § 1232g).

Request 2. All scientific articles regarding transgender persons circulated among the School Board, School Administration, and the Policy Committee which were used or relied on to create the new Transgender Policy.

Response No public records responsive to this request are possessed, maintained or controlled by the School District.

Request 3. Please provide a copy of the School board legal liability insurance coverage document issued to District 225 as a member of the Secondary School Cooperative Risk Management Program.

See enclosed public record.

Should you believe that this response is an unlawful denial of your request, you may file a request for review with the Public Access Counselor ("PAC") pursuant to §9.5 of *FOIA*. You can file your Request for Review with the PAC at the Office of the Attorney General, 500 South 2nd Street, Springfield, IL 62706 or by calling 1-877-299-FOIA. You also have the right to seek judicial review of your denial by filing a lawsuit in the Circuit Court pursuant to §11 of *FOIA*.

Sincerely,

Rosanne Williamson Ed.D.
Assistant Superintendent for Educational Services
Glenbrook H.S. District 225
3801 West Lake Ave.
Glenview, IL 60026
[847-486-4701](tel:847-486-4701)

On Wed, Feb 28, 2018 at 5:19 PM, glenn@avistamail.net <glenn@avistamail.net> wrote:

Roseanne, I reviewed your response with my attorney and have narrowed the scope for request #1, rephrased #4 and removed #2 and #3. Based on your response to request #3, the School Board and District Administration is essentially admitting that they have no written instructions in place or guidance for staff to implement the new Policy. I also added an additional request for a copy of an insurance policy.

I am requesting the following documents between the dates of August 1, 2015, to February 9th, 2018. I am requesting this information be provided to me by March 15, 2018

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3. Please provide a copy of the School board legal liability insurance coverage document issued to District 225 as a member of the Secondary School Cooperative Risk Management Program.

Glenn Farkas
Avista Wealth Management

Schedule A Meeting or Free Consultation @ <https://freebusy.io/glenn@avistamail.net>

1363 Shermer Road, Suite 330
Northbrook, IL 60062
847-521-4950 (Office)
224-355-1004 (Fax)

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Assistant Superintendent for Educational Services
Glenbrook H.S. District 225
3801 West Lake Ave.
Glenview, IL 60026
[847-486-4701](tel:847-486-4701)

2 attachments

 **#3.pdf**
841K

 **#1.pdf**
8646K

From: Bruce Doughty (via Google Docs)
To: mriggle@glenbrook225.org
Subject: -Final Revision 8005 Transgender Students.docx - Invitation to edit
Date: Monday, October 30, 2017 12:57:29 PM

bdoughty@glenbrook225.org has invited you to **edit** the following document:

 -Final Revision 8005 Transgender Students.docx



Hi Mike. I am sharing some comments on the revised Policy 8005.
Please let me know any questions. Thanks very much. Bruce

[Open in Docs](#)

Google Docs: Create and edit documents online.
Google Inc. 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA
You have received this email because someone shared a document with you from
Google Docs.



From: Glenbrook HS District 225
To: bswanson@glenbrook225.org
Subject: District 2:25 Update: January 22, 2018
Date: Wednesday, January 24, 2018 2:28:22 PM

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Board approves new Transgender Policy

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"This is a moment when we can learn more about tolerance and respect," said Board member Marcelo Sztainberg.

View: [Transgender Policy \(8005\)](#)

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Board refunds referendum bonds

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Feb. 26, @ 7 p.m

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3801 West Lake Avenue, Glenview, IL 60026

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From: Glenbrook HS District 225
To: jcatalano@glenbrook225.org
Subject: District 2:25 Update: January 22, 2018
Date: Wednesday, January 24, 2018 2:26:00 PM

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Subject: District 2:25 Update: January 22, 2018
Date: Wednesday, January 24, 2018 2:28:22 PM

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View: [Transgender Policy \(8005\)](#)

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From: Karen M Cunningham
To: [Scholz, Amanda](#); [Hannah Kang](#); [Nicholas Timmer](#); [Erica Henrich](#)
Subject: Fwd: Policy 8005
Date: Monday, January 22, 2018 12:28:22 PM
Attachments: [-Final Revision 8005 Transgender Students \(1\).docx](#)

This policy is going to be challenged tonight at the board meeting. I just thought you would want to know. I have not had a chance to read through it carefully.

Karen

----- Forwarded message -----

From: **John Finan** <jfinan@glenbrook225.org>
Date: Wed, Nov 8, 2017 at 7:52 AM
Subject: Policy 8005
To: gbn_admin <GBN_admin@glenbrook225.org>

Please review and provide any feedback to me before the next Policy Cmte.meeting on 11/14.

Thanks

--

John L. Finan, Ed.D.
Principal
Glenbrook North High School
[\(847\) 509 - 2400](tel:(847)509-2400)
jfinan@glenbrook225.org

--

Karen Cunningham
Instructional Supervisor - English Department
Glenbrook North High School
847-509-2501
kcunningham@glenbrook225.org

From: Glenbrook HS District 225
To: kgeddejs@glenbrook225.org
Subject: District 2:25 Update: January 22, 2018
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View: [GBN Start Time MEMO](#)

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Feb. 12, @ 7 p.m

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Board approves new Transgender Policy

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Board of Education

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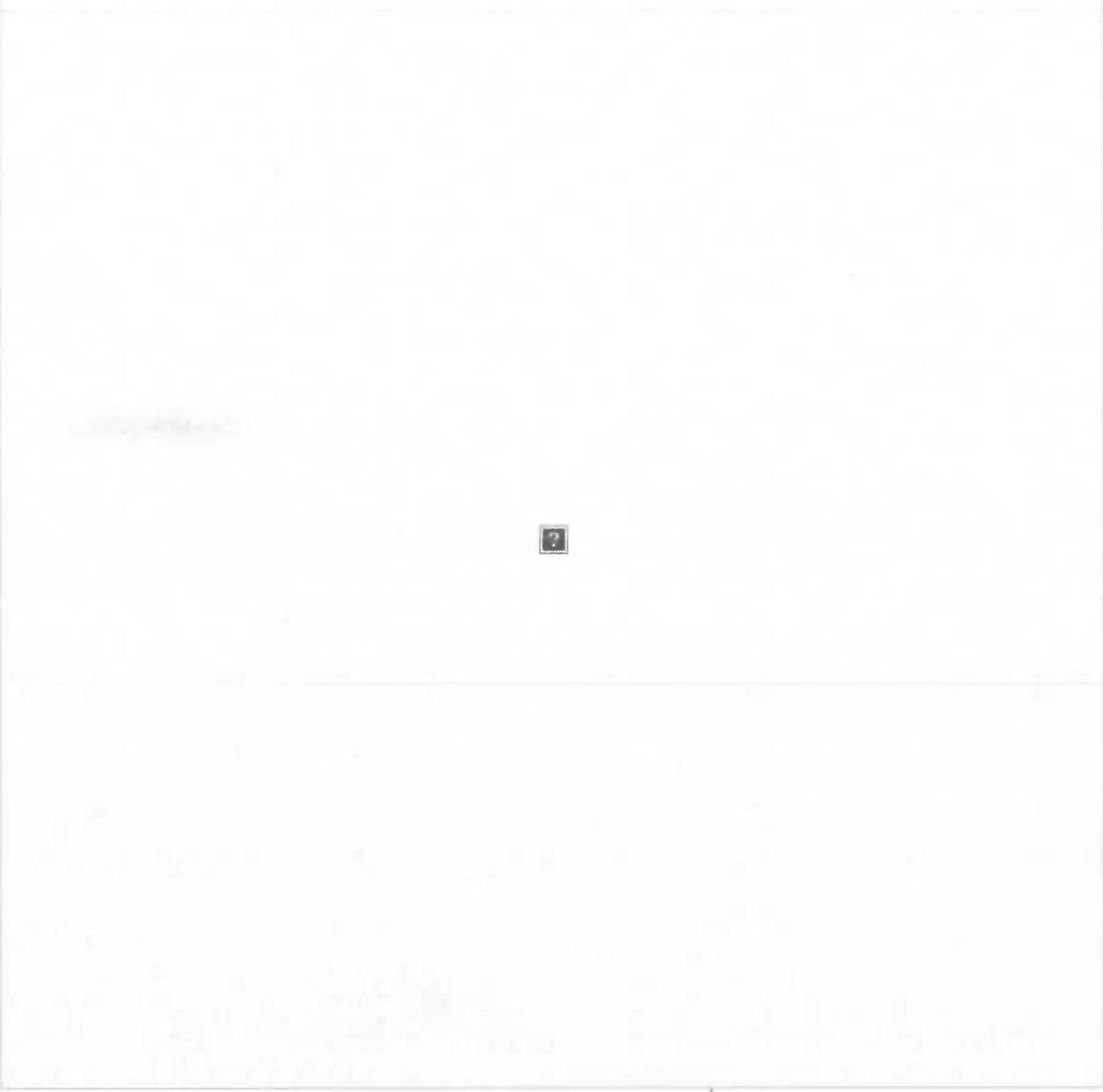
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View: [GBN Start Time MEMO](#)

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View: [GBN Start Time MEMO](#)

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Feb. 12, @ 7 p.m

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Board approves new Transgender Policy

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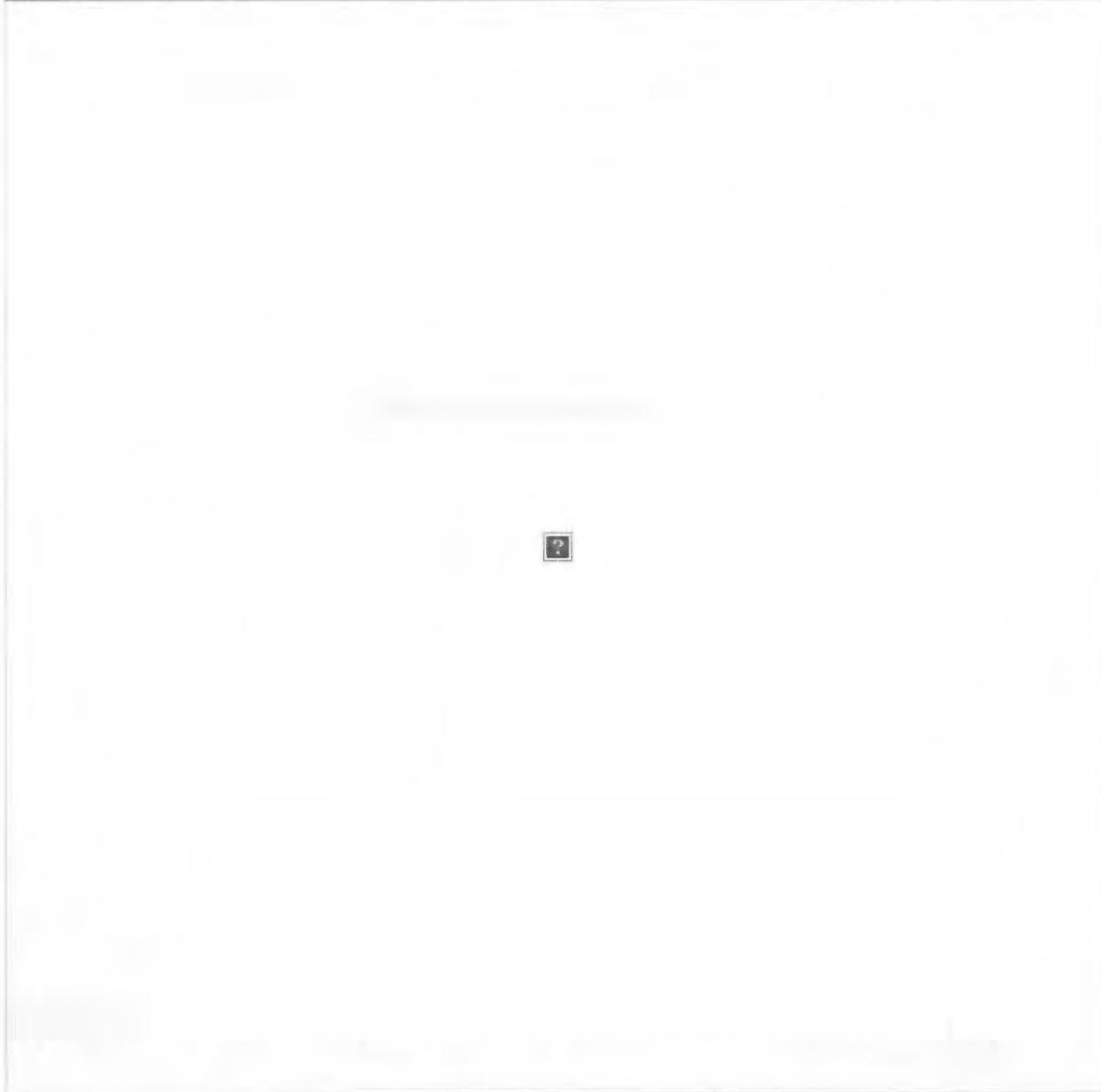


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View: [GBN Start Time MEMO](#)

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Calendar

Board Meeting
Feb. 12, @ 7 p.m

Board Meeting
Feb. 26, @ 7 p.m

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Subject: District 2:25 Update: January 22, 2018
Date: Wednesday, January 24, 2018 2:27:39 PM

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Subject: District 2:25 Update: January 22, 2018
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Subject: District 2:25 Update: January 22, 2018
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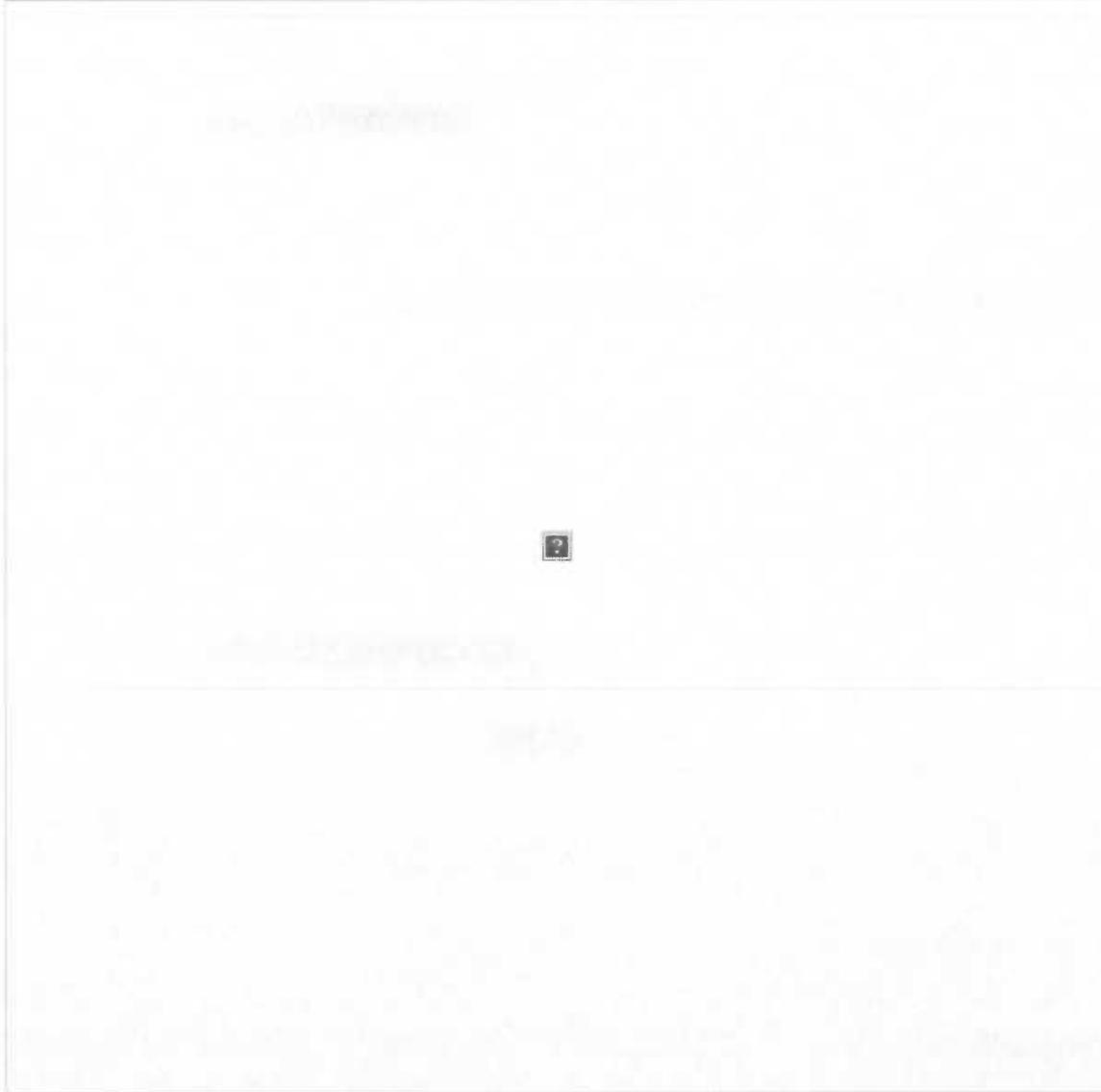


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From: Glenbrook HS District 225
To: araflores@glenbrook225.org
Subject: District 2:25 Update: January 22, 2018
Date: Wednesday, January 24, 2018 2:28:22 PM

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From: [REDACTED]
To: [District 225](#)
Subject: Follow up question
Date: Tuesday, January 23, 2018 12:44:45 PM

Hi Mr. Shein!

I had one follow-up question based on the meeting yesterday:

Would it be accurate to say that because there is a possibility of litigation both with and without it, because recent court proceedings have trended on the side of increasing protections for transgender students, and because the district values supporting all of its students and preventing bullying and harassment, the board decided to pass policy 8005 - transgender students?

Sorry for such a loaded question! Thank you for your help.

Sincerely,

[REDACTED]

From: Cynthia J Kozeluh
To: [Bruce Doughty](#); [Joel Taub](#); [Karen Hanley](#); [Marcelo Sztainberg](#); [Peter Glowacki](#); [Skip Shein](#); [Sonia Kim](#)
Subject: Board Packets
Date: Thursday, December 7, 2017 12:15:39 PM
Attachments: [03 Glenbrook Stories.pdf](#)
[06.01b Appointments Support Staff 13.pdf](#)
[06.02b Resignations.Terminations Support Staff.pdf](#)
[06.03 FOIA 13.pdf](#)
[06.07 Minutes November 6, 2017 Special Board Meeting.pdf](#)
[06.07 Minutes November 13, 2017 Finance Committee Meeting.pdf](#)
[06.07 Minutes November 13, 2017 Regular Board Meeting.pdf](#)
[06.08 Gifts 6.pdf](#)
[06.09 SemiAnnualReviewOfClosedSessionMinutes.pdf](#)
[06.10 Acceptance of the CAFR for FY2017.pdf](#)
[06.11 GBS Spanish Exchange Program 2018-19.pdf](#)
[06.12 GBS Baseball Team Trip to Louisville, KY \(1\).pdf](#)
[06.13 GBNStudyAbroadProgramBuenosAiresArgentina.pdf](#)
[06.14 GBS Yearbook CSPA Trip.pdf](#)
[07.00 Tax Levy for 2017.pdf](#)
[11.00a Board Policy 8000 Equal Educational and Extracurricular Opportunities.pdf](#)
[11.00b Board Policy 8005 Transgender Students.pdf](#)
[11.00c Board Policy 8280 Student Records.pdf](#)
[AGENDA.pdf](#)

Dear Board Members,

Board packets are being delivered today.

I have attached the documents which can also be found in our shared google folder <https://drive.google.com/drive/folders/1LIB8fvp9CUi-MoXSu1J518z461Xk2Ud6?usp=sharing> as well as at schoolboard.net.

Enjoy the sunshine,

Cindie

From: Elaine Geallis
To: R.J. Gravel
Subject: Fwd: 01.22.18.BOE Meeting.docx - Invitation to view
Date: Thursday, January 18, 2018 3:06:26 PM

FYI

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From: Elaine Geallis (via Google Docs) <drive-shares-noreply@google.com>
Date: Thu, Jan 18, 2018 at 3:05 PM
Subject: 01.22.18.BOE Meeting.docx - Invitation to view
To: egeallis@glenbrook225.org
Cc: disilves@chapman.com

Elaine Geallis has invited you to **view** the following document:

 **01.22.18.BOE Meeting.docx**



Per RJ's request I am forwarding the agenda that will be posted tomorrow.

Thank you.

[Open in Docs](#)

Snapshot of the item below:

BOARD OF EDUCATION
GLENBROOK HIGH SCHOOLS
January 22, 2018
REGULAR BOARD MEETING - 7:00 p.m.
Location: **Glenbrook District Office Public Meeting Room**
100A
3801 W. Lake Avenue, Glenview, IL 60026
AGENDA

1. (7:00) Call to Order – Roll Call
1. (7:01) Approval of Agenda for this Meeting
1. (7:04) Glenbrook Stories

1. (7:05) Recognition of Community Visitors
1. (7:30) Board and Superintendent Reports
1. (7:35) Approval of Consent Agenda Items:
 1. Appointments
 1. Certified
 2. Support Staff
 1. Resignations/Terminations
 1. Certified
 2. Support Staff
 1. FOIA
 1. Approval of Accounts Payable Bills
 1. Approval of Payroll Disbursements
 1. Approval of Revolving Fund
- Reimbursement
 1. Minutes
 - January 8, 2018 Regular Board Meeting
 - January 8, 2018 Regular Closed Meeting
 1. Gifts
 1. New Course Proposals - Report
 1. Academy Summer Study Abroad Program in Seville, Spain
 1. GBS Yearbook JEA-NSPA Trip
1. (7:40) Discussion/Action: Board Policy 8005-Transgender Students
1. (7:55) Discussion/Action: Resolution providing for the issue of not to exceed \$15,150,000 General Obligation Refunding School Bonds, Series 2018, for the purpose of refunding certain outstanding bonds of the District, providing for the levy of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the proposed sale of said bonds to the purchaser thereof.
2. (8:00) Discussion/Action: Approval of Raymond James & Associates, Inc. as municipal and financial advisor for the Series 2008 bond refunding
3. (8:05) Discussion/Action: Approval of Chapman & Cutler as bond and disclosure counsel for the Series 2008 bond refunding
1. (8:10) Discussion/Action: Potential Change to GBN Start Time

1. (8:30 Discussion/Action: NSSED Strategic Planning
2. (8:40) Miscellaneous Topic

1. (8:45) Review and Summary of Board Meeting

1. (8:48) Agenda Items for Future Board Meetings

1. Future Meeting Date:
Monday, February 12, 2018 - 7:00 p.m. - Regular Board Meeting

1. (8:50) Closed Session: To consider the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee of the public body or against legal counsel for the public body to determine its validity; collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees; The selection of a person to fill a public office, as defined in this Act, including a vacancy in a public office, when the public body is given power to appoint under law or ordinance, or the discipline, performance or removal of the occupant of a public office, when the public body is given power to remove the occupant under law or ordinance; the purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether a particular parcel should be acquired; the setting of a price for sale or lease of property owned by the public body; student disciplinary cases; the placement of individual students in special education programs and other matters relating to individual students; and litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting. (Section 2(c) (1), (2), (3), (5), (6), (9), (10) and (11) of the Open Meetings Act).

1. (9:05) Possible Action Regarding Topics Discussed in Closed Session

1. (9:05) Adjournment
Time are estimates. Electronic Board packet can be found at:
<http://www.glenbrook225.org/district/Board-of-Education/Board-Packet-Agendas>

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Elaine Geallis
Executive Assistant
Glenbrook 225
847-486-4703

From: Karen M Cunningham
To: [Sherri Koeppen](mailto:Sherri.Koeppen)
Subject: Fwd: Policy 8005
Date: Wednesday, November 8, 2017 8:09:05 AM
Attachments: [-Final Revision 8005 Transgender Students \(1\).docx](#)

----- Forwarded message -----

From: **John Finan** <jfinan@glenbrook225.org>
Date: Wed, Nov 8, 2017 at 7:52 AM
Subject: Policy 8005
To: gbn_admin <GBN_admin@glenbrook225.org>

Please review and provide any feedback to me before the next Policy Cmte.meeting on 11/14.

Thanks

--

John L. Finan, Ed.D.
Principal
Glenbrook North High School
(847) 509 - 2400
jfinan@glenbrook225.org

--

Karen Cunningham
Instructional Supervisor - English Department
Glenbrook North High School
847-509-2501
kcunningham@glenbrook225.org

From: Karen Geddeis
To: [Rosanne Marie Williamson](#); [Elaine Geallis](#)
Cc: [Mike Riggie](#)
Subject: Fwd: Registered: Freedom of Information Act Request
Date: Thursday, February 8, 2018 9:37:37 AM

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From: Glenn Farkas <glenn@avistamail.net>
Date: Thu, Feb 8, 2018 at 9:16 AM
Subject: Registered: Freedom of Information Act Request
To: kgeddeis@glenbrook225.org



This is a Registered Email™ message from **Glenn Farkas**.

Karen, I am sending you this email as a request for documents as allowed by the Freedom of Information Act (FOIA). Specifically, I am requesting the following documents between the dates of August 1, 2015 to February 9th, 2018. I am requesting this information be provided to me by March 1, 2018.

*All emails, text messages, notes and documents generated by the School Board, District 225 Administration & staff, the Policy Committee, D 225 employees, as well as third parties such as businesses, non-profit organizations and advocacy groups that pertain to the District's communications on transgender students and Transgender Policy 8005 which was recently adopted by the District.

*All documents that the School Board, School Administration and the Policy Committee reviewed to determine that the new policy was grounded in sound science

*All documents that the School Board, School Administration and the Policy Committee reviewed to determine that the new Policy would have no adverse impact on the non-transgender students

*All documents that the School Board and Administration will supply as reference material to the District personnel to effect the new Policy

*All written rules, regulations, or restrictions that the Board and Administration has developed and will be using to determine what students will be considered "consistently transgender" as noted in Section IX of Transgender Policy 8005

*All written rules, regulations or restrictions that the Board and Administration has developed and will use to determine, on a "case by case basis", which transgender students will be eligible for locker room access as noted in Transgender Policy 8005, Section X.

*All correspondence from the School Board, Administration, and staff which includes email and regular postal mail (snail mail), with non-district personnel that addressed the new Policy

*All correspondence between the School Board, Administration and staff with district personnel that addressed the new Policy

*All diagrams, drawings and invoices for any work that D 225 has commissioned to alter the bathrooms and locker rooms to accommodate transgender students of both Glenbrook South and Glenbrook North high school

If any of these documents are available online, it is sufficient to provide a hyperlink. Any document that is responsive to one request need not be reproduced if it also responds to another request. We would prefer that all documents that are already in electronic format be provided to us in electronic format. We will provide a flash drive to the District which they can use to copy the aforementioned files at a future date requested by the District. This public records request is to continue informing the public, particularly the Board's constituency of parents and students, regarding the health and welfare of the students and the legal rights of parents in respect to the recently passed Policy. All fees should therefor be waived under Illinois Law 5 ILCS 140/6

Please reply back to this email as verification of receipt. Thank you.

Glenn Farkas

Avista Financial Network, Inc.
Avista Wealth Management
[847-521-4950](tel:847-521-4950) (Office)
[224-355-1004](tel:224-355-1004) (Fax)



--
Karen Geddeis, APR
Director of PR and Communications

From: ckozeluh@glenbrook225.org
To: [Bruce Doughty](#); [Joel Taub](#); [Karen Hanley](#); [Skip Shein](#); [Sonia Kim](#); [Peter Glowacki](#); [Marcelo Sztainberg](#)
Subject: Fwd: Student Comments on Proposed Transgender Policy
Date: Saturday, January 27, 2018 1:06:27 PM
Attachments: [Student Comments on Transgender Policy 8005.pdf](#)

----- Forwarded message -----

From: glenn@avistamail.net <glenn@avistamail.net>
Date: Mon, Jan 22, 2018 at 8:45 AM
Subject: Student Comments on Proposed Transgender Policy
To: boardofeducation <boardofeducation@glenbrook225.org>
Cc: mriggle <mriggle@glenbrook225.org>

To the School Board Members of District 225:

Attached to this email are two pages of comments from students at both GBS and GBN. If we had more time, we could collect thousands more just like these which express a sincere concern for their privacy and protection at school as well as their confusion about how any of this proposed Policy can be implemented effectively. I encourage all of you to take the time to read them before tonight's meeting at 7pm. Thank you.

Glenn Farkas
Avista Wealth Management
www.avistainc.net

[847-521-4950](tel:847-521-4950) (Office)
[224-355-1004](tel:224-355-1004) (Fax)

[1363 Shermer Rd., Suite 330](#)
[Northbrook, IL 60062](#)

Securities Offered by Innovation Partners LLC. Member SIPC, FINRA

From: ckozeluh@glenbrook225.org
To: Bruce Doughty; Joel Taub; Karen Hanley; Skip Shein; Sonia Kim; Marcelo Sztainberg; Peter Glowacki
Subject: Fwd: Transgender Policy 8005
Date: Saturday, January 27, 2018 1:05:55 PM
Attachments: [Letter to School Board - Transgender Policy 8005 - 011218.pdf](#)
[Maday v D211-Motion to Dismiss.pdf](#)
[New Atlantis Sexuality and Gender Report \(1\).pdf](#)

----- Forwarded message -----

From: glenn@avistamail.net <glenn@avistamail.net>
Date: Sat, Jan 13, 2018 at 9:49 AM
Subject: Transgender Policy 8005
To: boardofeducation@glenbrook225.org
Cc: mriggle <mriggle@glenbrook225.org>

Dear Mike, and the Glenbrook 225 School Board:

Please see the attached letter and supporting documents. We hope that you will all be able to read the letter this weekend and review the other documents by the middle of next week. We are respectfully asking for your response to our request by Friday, January 19th at 6pm. Thank you.

Glenn Farkas
Avista Wealth Management
www.avistainc.net

[847-521-4950](tel:847-521-4950) (Office)
[224-355-1004](tel:224-355-1004) (Fax)

[1363 Shermer Rd., Suite 330](#)
[Northbrook, IL 60062](#)

Securities Offered by Innovation Partners LLC. Member SIPC, FINRA

From: Michael Riggle
To: [Skip Shein](#); [Bruce Doughty](#)
Subject: Fwd: Transgender Policy 8005
Date: Saturday, January 13, 2018 4:35:59 PM
Attachments: [Letter to School Board - Transgender Policy 8005 - 011218.pdf](#)
[Maday v D211-Motion to Dismiss.pdf](#)
[New Atlantis Sexuality and Gender Report \(1\).pdf](#)

Skip and Bruce,

I received this message today from Mr. Farkas, but have not had a chance to review it. Please take a look at it and we can talk. I will make myself available on Sunday or Monday to discuss it. There is no school on Monday. Thanks.

Mike

----- Forwarded message -----

From: glenn@avistamail.net <glenn@avistamail.net>
Date: Sat, Jan 13, 2018 at 9:49 AM
Subject: Transgender Policy 8005
To: boardofeducation@glenbrook225.org
Cc: mriggle@glenbrook225.org

Dear Mike, and the Glenbrook 225 School Board:

Please see the attached letter and supporting documents. We hope that you will all be able to read the letter this weekend and review the other documents by the middle of next week. We are respectfully asking for your response to our request by Friday, January 19th at 6pm. Thank you.

Glenn Farkas
Avista Wealth Management
www.avistainc.net

[847-521-4950](tel:847-521-4950) (Office)
[224-355-1004](tel:224-355-1004) (Fax)

[1363 Shermer Rd., Suite 330](#)
[Northbrook, IL 60062](#)

Securities Offered by Innovation Partners LLC. Member SIPC, FINRA

--
Michael D. Riggle
Superintendent
Glenbrook HS District 225

3801 West Lake Ave
Glenview, IL 60026
847-486-4700

From: John Finan
To: [gbn_admin](#)
Subject: Policy 8005
Date: Wednesday, November 8, 2017 7:52:48 AM
Attachments: [-Final Revision 8005 Transgender Students \(1\).docx](#)

Please review and provide any feedback to me before the next Policy Cmte.meeting on 11/14.

Thanks

--
John L. Finan, Ed.D.
Principal
Glenbrook North High School
(847) 509 - 2400
jfinan@glenbrook225.org

From: Mary Rockrohr
To: [John Finan](mailto:John.Finan)
Subject: Re: Policy 8005
Date: Wednesday, November 8, 2017 2:20:02 PM

John

I think this looks thorough!

Thanks for asking for our input.

Mary

On Nov 8, 2017, at 7:52 AM, John Finan <jfinan@glenbrook225.org> wrote:

Please review and provide any feedback to me before the next Policy Cmte.meeting on 11/14.

Thanks

--

John L. Finan, Ed.D.
Principal
Glenbrook North High School
(847) 509 - 2400
jfinan@glenbrook225.org

<-Final Revision 8005 Transgender Students (1).docx>

From: Karen Geddeis
To: [Glenn Farkas](mailto:Glenn.Farkas)
Cc: [FOIA](#)
Subject: Re: Registered: Freedom of Information Act Request
Date: Thursday, February 8, 2018 9:59:55 AM

Mr. Farkas,

I have forwarded your FOIA request onto our FOIA Officer at foia@glenbrook225.org. The FOIA officer will be your point of contact from this point forward.

Thank you for your inquiry.

Karen Geddeis

On Thu, Feb 8, 2018 at 9:16 AM, Glenn Farkas <glenn@avistamail.net> wrote:

 This is a Registered Email™ message from **Glenn Farkas**.

Karen, I am sending you this email as a request for documents as allowed by the Freedom of Information Act (FOIA). Specifically, I am requesting the following documents between the dates of August 1, 2015 to February 9th, 2018. I am requesting this information be provided to me by March 1, 2018.

*All emails, text messages, notes and documents generated by the School Board, District 225 Administration & staff, the Policy Committee, D 225 employees, as well as third parties such as businesses, non-profit organizations and advocacy groups that pertain to the District's communications on transgender students and Transgender Policy 8005 which was recently adopted by the District.

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Please reply back to this email as verification of receipt. Thank you.

--

Glenn Farkas

Avista Financial Network, Inc.

Avista Wealth Management
847-521-4950 (Office)
224-355-1004 (Fax)



--
Karen Geddeis, APR
Director of PR and Communications

From: Michael Riggle
To: [Glenn Farkas](#)
Subject: Transgender Policy 8005
Date: Friday, January 19, 2018 1:55:37 PM

Dear Mr. Farkas,

Thank you for your message to the members of the Board of Education and myself outlining your concerns with the proposed policy for transgender students. Your message along with the attached documents have been forwarded to the Board of Education for review and full consideration.

The District 225 Board of Education is a public body required to follow guidelines contained in the Illinois Open Meetings Act. As a result, the Board is not allowed to discuss the proposed policy outside of a properly advertised meeting that is open to the public. The next meeting of the District 225 Board of Education has been scheduled for Monday, January 22 at 7:00 p.m.. It is also the practice of the Board not to respond as individuals to messages received from members of the community.

The proposed policy for transgender students, which was introduced and discussed by the Board of Education on Monday, December 11 has been placed on the Discussion/Action section of Monday's meeting. This allows the Board to take the action that it deems appropriate. By protocol, only the Board of Education and administration are allowed to speak during that segment of the meeting. Any comments that you wish to make to the Board on this topic must take place during the "Recognition of Community Visitors" segment of the meeting. The Board does not entertain public comment/participation during "Discussion/Action" items on the meeting agenda.

The meeting agenda and the accompanying materials are available to the public on the district website or through the following link: <https://boardmeetings.glenbrook225.org/board>.

Sincerely,

Mike Riggle

--

Michael D. Riggle
Superintendent
Glenbrook HS District 225
3801 West Lake Ave
Glenview, IL 60026
847-486-4700

John Fester

From: Michael Riggle <mriggle@glenbrook225.org>
Sent: Friday, February 2, 2018 3:13 PM
To: John Fester; Justin Petrarca
Subject: North Cook News Article

John and Justin,

I am sharing an article that appeared in an entity known as the North Cook News. It may be from the attorney that is advising the Glenbrook parent group. See below.

Mike

North Cook News

<https://northcooknews.com/stories/511325639-glenbrook-parents-should-continue-fight-against-school-transgender-policy-attorney-says>

--

Michael D. Riggle
Superintendent
Glenbrook HS District 225
3801 West Lake Ave
Glenview, IL 60026
847-486-4700

John Fester

From: Michael Riggle <mriggle@glenbrook225.org>
Sent: Thursday, January 25, 2018 12:42 PM
To: Justin Petrarca; John Fester
Subject: Fwd: Email about the new District 225 Transgender Policy

Justin and John,

This is a request received today from local media. Their publication is delivered to each home in Glenview and Northbrook.

Mike

----- Forwarded message -----

From: Karen Geddeis <kgeddeis@glenbrook225.org>
Date: Thu, Jan 25, 2018 at 11:35 AM
Subject: Fwd: Email about the new District 225 Transgender Policy
To: Mike Riggle <mriggle@glenbrook225.org>

----- Forwarded message -----

From: Chris Pullam <chris@glenviewlantern.com>
Date: Thu, Jan 25, 2018 at 11:33 AM
Subject: Email about the new District 225 Transgender Policy
To: Tarah Thorne <toconnell2@glenbrook225.org>, Karen Geddeis <kgeddeis@glenbrook225.org>

Hello,

As I'm sure you're both aware, Glenn Farkas also sent his email on D225's new policy on transgender students to The Lantern and The Tower. He asked that we run it as a Letter to the Editor, and we cannot pick and choose which letters to run. We are, however, obligated as journalists to get both sides of the story.

So, I'm writing a story that both delves deeper into Glenn's claims, as well as gives D225 a chance to respond, for our Feb. 1 issue, which will also contain his letter and our story on the D225 board meeting.

To that end, are either of you, or Dr. Riggle, available to speak at some point today?

Thanks!
Best,
Chris

—
Chris Pullam
Editor | Glenview Lantern



John Fester

From: Michael Riggle <mriggle@glenbrook225.org>
Sent: Wednesday, January 24, 2018 8:31 PM
To: Skip Shein; Bruce Doughty
Cc: Justin Petrarca; John Fester
Subject: Fwd: District 225 Transgender Policy

Skip and Bruce,

I am forwarding this message received this afternoon from Mr. Farkas. It has not yet been forwarded to the rest of the Board. I plan to discuss the message with John Fester and Justin Petrarca tomorrow and will be prepared to discuss it with you.

Mike

----- Forwarded message -----

From: glenn@avistamail.net <glenn@avistamail.net>
Date: Wed, Jan 24, 2018 at 12:32 PM
Subject: District 225 Transgender Policy
To: boardofeducation <boardofeducation@glenbrook225.org>, mriggle <mriggle@glenbrook225.org>
Cc: chris <chris@glenviewlantern.com>, martin@northbrooktower.com, trobb@journal-topics.info, akukulka@chicagotribune.com

To the District 225 School Board Members and Superintendent Mike Riggle:

We are extremely disappointed with the outcome of Monday night's meeting and believe that the discussion was nothing more than a perfunctory process to simply rush through a controversial policy developed with very little community, parent or student input. And when one Board member asked to delay the vote to uncover more information and to hear our supplementary ideas, she was quickly marginalized and even bullied by other Board members. It was a reprehensible display of disrespect to a fellow Board member and it underscored the dismissive posture the Board has exhibited toward our group of concerned parents.

Board member Taub seemed to indicate that there has already been much discussion on this issue and that delaying the vote and soliciting more community feedback would serve no purpose. How did he come to that conclusion? The overwhelming majority of the Glenbrook community, and especially the parents and students of both schools, had no idea about the creation of this Policy and the implications of adopting it. Why? Because the Board decided to bury a link to the proposed Policy at the bottom of a District 225 email that went out only days before winter break, with a vote on the Policy then scheduled for the night after everyone returned from break (Jan 8th). We don't believe that was a coincidence, and without my intervention there would have been zero public input and discussion. The lack of transparency and honesty in this entire process has undermined any confidence the community may have that this Policy was created to respect and protect the rights of all Glenbrook parents and students.

During the meeting, the Board stated that "no policy is written in stone" and that if new information is obtained they are open to amending the Policy. If that is true, then we are once again going to extend our parent group's offer to meet with us in a private setting where we will be able to ask questions,

engage in two-way conversations, and make substantive recommendations for changes so that we have a Policy that everyone is comfortable with. If the Administration and the Board deny this most sincere and reasonable request to be heard, they will leave our parent group with no other option but to seek litigation against the District. We respectfully request your response to this email by no later than Wednesday, February 7, 2018.

Sincerely,

Glenn Farkas, and the Glenbrook Parents for Protection and Privacy

Glenn Farkas
Avista Wealth Management
www.avistainc.net

847-521-4950 (Office)
224-355-1004 (Fax)

1363 Shermer Rd., Suite 330
Northbrook, IL 60062

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--

Michael D. Riggle
Superintendent
Glenbrook HS District 225
3801 West Lake Ave
Glenview, IL 60026
847-486-4700

John Fester

From: Michael Riggle <mriggle@glenbrook225.org>
Sent: Monday, January 22, 2018 11:35 AM
To: Bruce Doughty; Joel Taub; Karen Stang Hanley; Marcelo Sztainberg; Peter Glowacki; Skip Shein; Sonia Kim
Cc: John Fester; Justin Petrarca; Lauren Fagel; John Finan; Rosanne Williamson; Brad Swanson; R.J. Gravel
Subject: Fwd: Student Comments on Proposed Transgender Policy
Attachments: Student Comments on Transgender Policy 8005.pdf

Dear Board Members,

I am forwarding you a message received this morning from Mr. Glenn Farkas. It has an attachment that he would like you to read prior to the meeting tonight. I responded to Mr. Farkas to let him know that the message was forwarded to you. I also let him know that you would receive a printed copy of his message and the attached document at the meeting tonight.

In addition, I responded to questions that he left by voicemail last Friday with the Public Relations and Communications Department. He was informed that in accordance with our board policy, each speaker would be limited this evening to 5 minutes for their presentation. The entire period for community input will be limited to 30 minutes unless the Board elects to extend the period for input.

No other messages have been received. Any other messages received will be forwarded to you and a printed copy will be provided at the meeting.

Mike

----- Forwarded message -----

From: glenn@avistamail.net <glenn@avistamail.net>
Date: Mon, Jan 22, 2018 at 8:45 AM
Subject: Student Comments on Proposed Transgender Policy
To: boardofeducation <boardofeducation@glenbrook225.org>
Cc: mriggle <mriggle@glenbrook225.org>

To the School Board Members of District 225:

Attached to this email are two pages of comments from students at both GBS and GBN. If we had more time, we could collect thousands more just like these which express a sincere concern for their privacy and protection at school as well as their confusion about how any of this proposed Policy can be implemented effectively. I encourage all of you to take the time to read them before tonight's meeting at 7pm. Thank you.

Glenn Farkas
Avista Wealth Management
www.avistainc.net

[847-521-4950](tel:847-521-4950) (Office)

224-355-1004 (Fax)

1363 Shermer Rd., Suite 330
Northbrook, IL 60062

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--

Michael D. Riggle
Superintendent
Glenbrook HS District 225
3801 West Lake Ave
Glenview, IL 60026
847-486-4700

John Fester

From: Michael Riggle <mriggle@glenbrook225.org>
Sent: Thursday, October 5, 2017 4:32 PM
To: John Fester
Subject: Re: Policy Revisions for Your Review

Sounds good. Thanks.

On Thu, Oct 5, 2017 at 4:29 PM, John Fester <jfester@edlawyer.com> wrote:

I'll call you from my cell tomorrow morning before 10.



CONFIDENTIALITY NOTE

This message contains confidential information intended only for use of the person named above and may contain communication protected by the attorney-client privilege. If you have received this message in error, you are hereby notified that dissemination, distribution, copying or other use of this message is prohibited and you are requested to notify the sender of the message immediately at the telephone number or email address listed above and delete this message and copies of backups thereof.

From: Michael Riggle [mailto:mriggle@glenbrook225.org]
Sent: Thursday, October 5, 2017 4:23 PM
To: John Fester <jfester@edlawyer.com>
Subject: Re: Policy Revisions for Your Review

John,

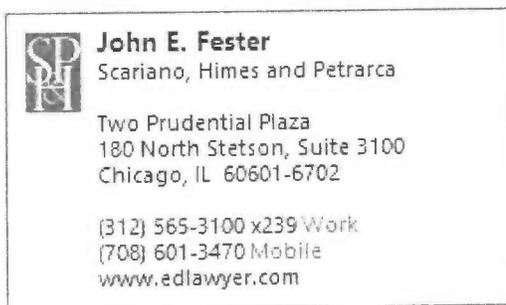
Tuesday would be just fine. We had a good meeting yesterday. After you have had time to look at it, we should talk. There are a couple of good questions that I will have for you. I will be in tomorrow morning if you would like to discuss it. Thanks.

Mike

On Thu, Oct 5, 2017 at 3:43 PM, John Fester <jfester@edlawyer.com> wrote:

Mike:

Just so I stay on track with this, is there a deadline for my edits back to you? I could do tomorrow, Monday, Tuesday?



CONFIDENTIALITY NOTE

This message contains confidential information intended only for use of the person named above and may contain communication protected by the attorney-client privilege. If you have received this message in error, you are hereby notified that dissemination, distribution, copying or other use of this message is prohibited and you are requested to notify the sender of the message immediately at the telephone number or email address listed above and delete this message and copies of backups thereof.

From: Michael Riggle [<mailto:mriggle@glenbrook225.org>]
Sent: Tuesday, October 3, 2017 3:23 PM
To: John Fester <jfester@edlawyer.com>
Subject: Policy Revisions for Your Review

John,

CONFIDENTIAL
ATTORNEY/CLIENT
PRIVILEGE

Mike

Michael D. Riggle

Superintendent

Glenbrook HS District 225

3801 West Lake Ave

Glenview, IL 60026

847-486-4700

Michael D. Riggle

Superintendent

Glenbrook HS District 225

3801 West Lake Ave

Glenview, IL 60026

847-486-4700

Michael D. Riggle
Superintendent
Glenbrook HS District 225
3801 West Lake Ave
Glenview, IL 60026
847-486-4700



Rosanne Marie Williamson <rwilliamson@glenbrook225.org>

Fw: Fwd: Transgender Policy in the Press

1 message

Skip Shein <skipshein@yahoo.com>
To: Rosanne Marie Williamson <rwilliamson@glenbrook225.org>

Sun, Feb 18, 2018 at 9:51 AM

----- Forwarded Message -----

From: District 225 <sshein@glenbrook225.org>
To: [REDACTED]
Sent: Wednesday, January 24, 2018, 1:23:52 PM CST
Subject: Fwd: Transgender Policy in the Press

Sent from my iPhone

Begin forwarded message:

From: Michael Riggle <mriggle@glenbrook225.org>
Date: January 24, 2018 at 12:15:17 PM CST
To: Bruce Doughty <bdoughty@glenbrook225.org>, Joel Taub <jtaub@glenbrook225.org>, Karen Stang Hanley <khanley@glenbrook225.org>, Marcelo Sztainberg <msztainberg@glenbrook225.org>, Peter Glowacki <pglowacki@glenbrook225.org>, Skip Shein <sshein@glenbrook225.org>, Sonia Kim <soniakim@glenbrook225.org>
Subject: Fwd: Transgender Policy in the Press

FYI. This message contains a link to coverage from the Chicago Tribune.

Mike

----- Forwarded message -----

From: Karen Geddeis <kgeddeis@glenbrook225.org>
Date: Wed, Jan 24, 2018 at 10:58 AM
Subject: Transgender Policy in the Press
To: Executive Cabinet <ExecutiveCabinet@glenbrook225.org>

Journal and Topics:

<https://www.journal-topics.com/articles/glenbrook-high-schools-adopt-transgender-student-policy/>

Tribune:

<http://www.chicagotribune.com/suburbs/glenview/news/ct-glenview-residents-address-board-transgender-policy-tl-0118-story.html>

We also appeared briefly on Channel 7 morning news.

Karen

--

Karen Geddeis, APR
Director of PR and Communications



Rosanne Marie Williamson <rwilliamson@glenbrook225.org>

Fw: Re: Board Email Address

1 message

Skip Shein [REDACTED]
To: Rosanne Marie Williamson <rwilliamson@glenbrook225.org>

Sun, Feb 18, 2018 at 9:52 AM

----- Forwarded Message -----

From: Michael Riggle <mriggle@glenbrook225.org>
To: Skip Shein <[REDACTED]@com>
Sent: Monday, January 1, 2018, 9:45:21 AM CST
Subject: Re: Board Email Address

Skip,

Happy New Year! The temperature here early this morning was -1 F. Hope it is a little warmer where you are.

The Board of Education e-mail address is boardofeducation@glenbrook225.org. There is a link on the website as part of each board members profile. Cindie monitors the e-mails that are received. I will be back in the office on Wednesday and will let you know.

I should be in the office on Friday and will be happy to meet with you and Bruce. I am starting to receive e-mails to my personal account regarding the transgender policy as well. So far, they are all in support.

Hope you enjoy the rest of your trip!

Mike

On Sun, Dec 31, 2017 at 10:07 AM, Skip Shein [REDACTED] wrote:

Hello mike and Happy new Year. Hope you are staying warm. What is the Board email address?

Also— Not sure if you are off next week but we will be home Thursday and if you are available Friday, perhaps you, Bruce and I could meet to discuss transgender policy discussion and meeting management. Thanks. Skip

--

Michael D. Riggle
Superintendent
Glenbrook HS District 225
3801 West Lake Ave
Glenview, IL 60026
847-486-4700



Karen Geddeis <kgeddeis@glenbrook225.org>

Re: Email about the new District 225 Transgender Policy

1 message

Karen Geddeis <kgeddeis@glenbrook225.org>

Sat, Jan 27, 2018 at 4:16 PM

To: Chris Pullam <chris@glenviewlantern.com>

Bcc: Mike Riggle <mriggle@glenbrook225.org>, Tarah Thorne <toconnell2@glenbrook225.org>

Hi Chris,

First, thank you for inclusiveness and responsiveness. The district is providing answers to your questions below:

1.1) Do you feel that there was ample time for community input throughout the process?

The procedure for adopting, revising and reviewing policies in District 225 has been in place for many years and remains unchanged. Accordingly, the proposed transgender policy was placed on the Board of Education agenda for the December 11 meeting for discussion and review. The agenda for that meeting, along with all documents to be discussed by the Board in open session, were made available to the public electronically on December 7. Members of the community were given the opportunity to speak to the Board at that meeting and are afforded an opportunity to speak to the Board at every scheduled meeting. There were no community visitors who spoke at the December 11 meeting and the Board engaged in discussion of the proposed policy in open session. Following established protocol, there was no vote on the proposed policy and the administration was directed to place it on the consent agenda for approval at the January 8 meeting.

On Wednesday, December 13, an electronic update about the December 11 board meeting was issued to the public which included an electronic link to the proposed policy. At the request of a community member, the Board moved further consideration of the proposed policy from the January 8 meeting to the January 22 meeting to allow more time for the submission of alternative suggestions and additional input. Further, the Board removed the proposed policy from the consent agenda and placed it the regular agenda as an item in open session for further discussion and deliberation. Since the introduction of the proposed policy, the public has been afforded an opportunity to speak to the Board on December 11, at a special meeting held on December 18, and again at regular meetings on January 8 and January 22.

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Overall, the atmosphere for the meeting was normal and the speakers during the evening were treated with respect by others in attendance.

1.3) Just to be clear, will anyone from the D225 administration or School Board meet with Glenn and his group?

As a public body, the Board of Education is required to follow the rules of the Open Meetings Act. They are only allowed to meet and conduct business at properly advertised meetings that are open to the entire public.

As stated in the meeting on January 22, the Board will continue to monitor the adopted policy to ensure it is compliant with existing state and federal statutes as well as legal interpretations issued through court rulings. In the spirit of what is best for students, the Board of Education remains open to alternative suggestions to policy language that are non-discriminatory and have the potential to improve existing conditions for all students.

Any student or parent who has specific questions about how this policy is practiced at the school may contact their building administration.

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(See response 1.1 for more details on the public speaking process.)

Community members were allowed to speak at all four of the December and January meetings, just as they are allowed to do at all meetings of the Board. There were no community visitors who spoke at the December 11 meeting and the Board engaged in discussion of the proposed policy in open session. In addition, at the special meeting of the Board on December 18, there was an opportunity for public comment, although no one spoke. On January 8, multiple community members spoke and all of them did so in support of the policy.

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To be clear, this policy is a new policy that was adopted and approved on January 22. Prior to January 22, this policy was a proposal under discussion.

As elected officials, the Board of Education is empowered through the Illinois statutes to formulate, adopt, and modify policies and further, is given the duty to establish an equal opportunities policy that prohibits unlawful discrimination. In all respects, the final adoption of this policy resulted from the same process, including opportunity for community input, which is and has been the procedure utilized by the Board for the consideration and adoption of all of its proposed policies.

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6. If a transgender student at GBS or GBN was granted access to the locker room or bathroom of his or her choice, would the student have equal access, or would the student be asked to use a private area within the locker room or bathroom?

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I'll send you some questions in the morning, and I'll be able to give you a couple days to answer them, if you choose to.

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So, I'm writing a story that both delves deeper into Glenn's claims, as well as gives D225 a chance to respond, for our Feb. 1 issue, which will also contain his letter and our story on the D225 board meeting.

To that end, are either of you, or Dr. Riggle, available to speak at some point today?

Thanks!
Best,
Chris

From: [REDACTED]
To: [Board Education](#)
Subject: Re: Required Reading Material
Date: Tuesday, May 23, 2017 8:11:42 AM

Good morning,

I still haven't received a follow-up regarding my concern. I would appreciate someone getting back to me after really checking into this matter. I am still very unhappy with this situation and will continue to pursue whatever means possible to have this evaluated. Instead of a generalized email from your board, please carefully review, discuss and contact me. I will await your response.

Sincerely,

[REDACTED]

From: ckozeluh@glenbrook225.org <ckozeluh@glenbrook225.org> on behalf of Board Education <boardofeducation@glenbrook225.org>
Sent: Wednesday, April 26, 2017 4:24 PM
To: [REDACTED]
Subject: Re: Required Reading Material

Thank you for your message.

The District 225 Board of Education reads every email received and carefully considers its content.

As a matter of practice, the Board of Education does not respond to written communication in any form. However, the Board reserves the right to direct communication through district or school administration for appropriate action/response.

On Tue, Apr 25, 2017 at 4:14 PM, [REDACTED] wrote:

Good afternoon,

My daughter is a junior at GBS and has [REDACTED] classes. As a concerned parent I am writing this email to address some recently acquired reading material. Specifically, the book titled "Freak Boy". This book is about a boy who feels he is transgender and encounters obstacles with peers and parents. I, along with other parents, are concerned about this REQUIRED reading material. First, this is a leftist agenda being infiltrated into our schools where politics should have no place. I, personally, am offended by this choice of literature. This is not a classic. I understand you're attempting to promote tolerance and acceptance which I wholeheartedly agree with. But this approach is not necessary. There are so few true transgender people in this world and in kids that haven't figured themselves

out yet. There have been psychologists who believe kids have too many options these days and, in turn, are causing more mental health issues. This being one of the "options" that's causing so much more confusion. They're kids! They have enough going on. This has been such a hot topic in the political arena as well and to put it into the schools is just too much. Add on to the fact that the last book the class read was about an immigrant where some of the discussions became quite heated and my daughter felt even the teacher was looking down on her because of the difference in beliefs. In the gen ed class they're reading Fahrenheit 451 yet not this highly controversial book. Why is that? Why would you think it was a good idea to start this book in an English class that is filled with kids that have various states of mental health issues? 4 kids, including my daughter, walked out of class the day this book was initially introduced. (The stress and anxiety levels went way up in that class as a result.) And, I'll add on that there was a sub that first day who just "happened" to have a relative who was transgender. I have contacted the principal, case worker, dean and the lady over special ed. There have been a few accommodations but I still feel this agenda is wrong on so many levels. There are other ways to encourage tolerance. Again, this is an English class. Why aren't they learning what to expect on their SAT's? If this is something that needs addressing, there is science and social studies. I'm sure briefly touching on various issues like this would be more acceptable.

I hope this provides some insight on what some of us parents are thinking and hopefully you all will take this into consideration. In the meantime, I will continue advocating for my kids as parents should. Please feel free to contact me if you have additional questions.

Sincerely,

A black rectangular redaction box covering the signature of the sender.



Karen Geddeis <kgeddeis@glenbrook225.org>

Re: Email about the new District 225 Transgender Policy

1 message

Karen Geddeis <kgeddeis@glenbrook225.org>

Sat, Jan 27, 2018 at 4:16 PM

To: Chris Pullam <chris@glenviewlantern.com>

Bcc: Mike Riggle <mriggle@glenbrook225.org>, Tarah Thorne <toconnell2@glenbrook225.org>

Hi Chris,

First, thank you for inclusiveness and responsiveness. The district is providing answers to your questions below:

1.1) Do you feel that there was ample time for community input throughout the process?

The procedure for adopting, revising and reviewing policies in District 225 has been in place for many years and remains unchanged. Accordingly, the proposed transgender policy was placed on the Board of Education agenda for the December 11 meeting for discussion and review. The agenda for that meeting, along with all documents to be discussed by the Board in open session, were made available to the public electronically on December 7. Members of the community were given the opportunity to speak to the Board at that meeting and are afforded an opportunity to speak to the Board at every scheduled meeting. There were no community visitors who spoke at the December 11 meeting and the Board engaged in discussion of the proposed policy in open session. Following established protocol, there was no vote on the proposed policy and the administration was directed to place it on the consent agenda for approval at the January 8 meeting.

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Overall, the atmosphere for the meeting was normal and the speakers during the evening were treated with respect by others in attendance.

1.3) Just to be clear, will anyone from the D225 administration or School Board meet with Glenn and his group?

As a public body, the Board of Education is required to follow the rules of the Open Meetings Act. They are only allowed to meet and conduct business at properly advertised meetings that are open to the entire public.

As stated in the meeting on January 22, the Board will continue to monitor the adopted policy to ensure it is compliant with existing state and federal statutes as well as legal interpretations issued through court rulings. In the spirit of what is best for students, the Board of Education remains open to alternative suggestions to policy language that are non-discriminatory and have the potential to improve existing conditions for all students.

Any student or parent who has specific questions about how this policy is practiced at the school may contact their building administration.

2) Were Glenview/Northbrook residents allowed to speak, whether in favor or in opposition, to the policy during the Dec. 11 and Jan. 8 meetings? Did anyone choose to speak in opposition at either of those meetings?

(See response 1.1 for more details on the public speaking process.)

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Best,
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(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-2018-10

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, 2018

To: January 1, 2019

Item 2. Limit(s) of Coverage

Coverage Part A \$11,000,000
 \$11,000,000

Coverage Part Aggregate Limit
each **occurrence** as defined by the School Liability
Coverage Part

Coverage Part B \$11,000,000
 \$11,000,000

Coverage Part Aggregate Limit
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-NamedInsured2008; SSCRMP-AmendLimit2008; SSCRMP-UMPIP2008; SSCRMP-MedInc2008; SSCRMP- NuclEnergy2008; SSCRMP-PNC2008; SSCRMP-AdditionalInsd2012; SSCRMP-Harassmt2015; SSCRMP-Cyber2015

COMMON COVERAGE CONDITIONS

All **Coverage Parts** included in this MEMORANDUM OF COVERAGE are subject to the following:

A. BANKRUPTCY

In the event of bankruptcy, insolvency, or receivership of the **Member**, this Memorandum of Coverage shall not relieve **us** of our obligations hereunder.

B. CANCELLATION

1. The **First Named Member** shown in the Declarations may cancel this Memorandum of Coverage by mailing to Nugent Consulting Services LLC advance written notice of cancellation.
2.
 - a. We may cancel this Memorandum of Coverage by mailing to **you** written notice stating the reason for cancellation.
 - b. If **we** cancel for nonpayment of contribution, **we** will mail the notice at least 10 days prior to the effective date of cancellation.
 - c. If **we** cancel for a reason other than nonpayment of contribution, **we** will mail the notice at least:
 - (1) 30 days prior to the effective date of cancellation if the Memorandum of Coverage has been in effect for 60 days or less.
 - (2) 60 days prior to the effective date of cancellation if the Memorandum of Coverage has been in effect for more than 60 days.
 - d. If this Memorandum of Coverage has been in effect for more than 60 days, **we** may cancel only for one or more of the following reasons:
 - (1) Nonpayment of contribution;
 - (2) The Memorandum of Coverage was obtained through a material misrepresentation;
 - (3) Any **Member** has violated any of the terms and conditions of the Memorandum of Coverage:
 - (4) The risk originally accepted has measurably increased;
 - (5) Certification to the Director of Insurance of the loss of reinsurance by the insurer that provided coverage to **us** for all or a substantial part of the underlying risk covered; or
 - (6) A determination by the Director of Insurance that the continuation of the Memorandum of Coverage could place **us** in violation of the insurance laws of this State.
 - e. Notice of cancellation will state the effective date of cancellation. The Memorandum of Coverage period will end on that date.
 - f. If this Memorandum of Coverage is cancelled, **we, SCCRMP** will send each member any contribution refund due. If **we** cancel, the refund will be pro rata. If the **member**

cancels, the refund will be less than pro rata. The cancellation will be effective even if **we** have not offered a refund.

We will mail cancellation notices to **you**, and the agent or broker, at the last address known to **us**. Proof of mailing will be sufficient proof of notice.

C. NONRENEWAL

1. If **we** decide not to renew this Memorandum of Coverage, **we** will mail written notice stating the reason for nonrenewal no less than 90 days before the expiration date to:
 - a. **You**; and
 - b. The broker, if known to **us**, or the agent of record.
2. Even if **we** do not comply with these terms, this Memorandum of Coverage will terminate:
 - a. On the expiration date if:
 - (1) **You** fail to perform any of **your** obligations in connection with the payment of the contribution for the Memorandum of Coverage, or any installment payment, whether payable directly to **us** or **our** agents or indirectly under any premium finance plan or extension of credit; or
 - (2) **We** have indicated **our** willingness to renew this Memorandum of Coverage to **you** or **your** representative; or
 - (3) **You** have notified **us** or **our** agent that **you** do not want to renew this Memorandum of Coverage.
 - b. On the effective date of any other insurance replacing this Memorandum of Coverage.

We will mail nonrenewal notices to **you**, and the agent or broker, at the last address known to **us**. Proof of mailing will be sufficient proof of notice.

D. CHANGES

The Memorandum of Coverage contains all the agreements between **you** and **us** concerning the coverage afforded. The member is authorized to make changes in the terms of this Memorandum of Coverage with **our** prior written consent. This Memorandum of Coverage's terms can be amended or waived only by endorsement issued by **us** and made a part of this Memorandum of Coverage.

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

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

1. **You** shall be deemed to be aware of and have knowledge of an **occurrence** or **wrongful act(s)** as of the date that **your** legal department, risk management department, claim administrator or any of **your** elected, appointed or employed officials receives notice of such **occurrence** or **wrongful act(s)**.
2. As a condition precedent to coverage, **you** must notify **us** as soon as practicable of an **occurrence** or **wrongful act(s)** which appears reasonably likely to involve payment or result in a **claim** or **suit** under this Memorandum of Coverage. Written notice should be as complete as possible, and must at least include:

- a. How, when, and where the **occurrence** or **wrongful act(s)** took place;
- b. The **Member's** name and address;
- c. The names and addresses of any persons seeking damages and/or any injured persons or witnesses; and
- d. A description outlining the nature of any **occurrence** or **wrongful act(s)** and of any resulting injury or damage.

Notice of an **occurrence** or **wrongful act(s)** is not notice of a **claim** or **suit**. Once an individual(s) identified in paragraph 1. of this Condition becomes aware of an **occurrence** or **wrongful act(s)** which potentially implicates this Memorandum of Coverage, those individuals and all other **Members** must in no way jeopardize **our** rights.

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

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

F. EXAMINATION OF YOUR BOOKS AND RECORDS

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

G. FIRST NAMED MEMBER

First Named Member means the person, entity, or organization shown in **Item 1, First Named Member** of the **Declarations Page**. Such person, entity, or organization is authorized to act as sole agent for all **Members** for the procurement of coverage hereunder, the payment of contributions, the giving or receiving of notice of cancellation or nonrenewal, the receiving of unearned contribution and the making of any changes in the Memorandum of Coverage.

H. INSPECTION AND SURVEYS

We have the right but are not obligated to:

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

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

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

I. LEGAL ACTION AGAINST US

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

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

A person, entity, or organization may sue **us** to recover for an **agreed settlement**, as defined below, or for a final judgment against a **Member** obtained after a contested **claim** or **suit**, but **we** will not be liable for **ultimate net loss** under Coverage Part A or **loss** under Coverage Part B that are not payable under the terms of this Memorandum of Coverage or that are in excess of the relevant **Limit(s) of Coverage**.

We also retain the right to challenge the terms and conditions of any settlement which is not an **agreed settlement**, including but not limited to whether a **Member** had a legal obligation to pay damages to the claimant and whether the facts of the **claim** or **suit** underlying the settlement create any obligations under this Memorandum of Coverage. An **agreed settlement** means a settlement and release of liability signed by **us**, the **Member** and the claimant or the claimant's legal representative.

J. NAMED MEMBER

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

K. PREMIUMS

The **First Named Member** shown in the **Declarations Page** is responsible for the payment of all contributions.

L. OTHER COVERAGE

1. All coverage under this Memorandum of Coverage is excess over any other insurance, whether written on a primary, excess, contingent or on any other basis, except for other insurance that is specifically purchased by **you** to apply in excess of this Memorandum of Coverage's relevant **Limit(s) of Coverage** set forth in the **Declarations Page** or in any endorsement.
2. If any other insurance purchased by **you** or on **your** behalf is deemed to apply on the same excess basis as this Memorandum of Coverage, **our** payment obligation, subject to the relevant **Limit(s) of**

Coverage of this Memorandum of Coverage, will be shared with such other insurance by the method described in paragraphs 3. and 4. below.

3. If such other insurance permits contribution by equal shares, **we** will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid or indemnified (as the case may be) the **Member** its relevant Limit of Coverage or none of the loss remains, whichever comes first.
4. If such other insurance does not permit contribution by equal shares, **we** will pay by limits. Under this method, each insurer's share is based on the ratio of its relevant limit(s) of coverage to the total limits of coverage of all such insurers.
5. **We** have no obligation to indemnify or pay any expenses incurred by such other insurer(s).

M. CONTRIBUTION AUDIT

1. **We** will compute all contribution(s) for this policy in accordance with **our** rules and rates.
2. Premium(s) for this policy shown as advance contribution(s) is/are a deposit contribution(s) only. At the close of each policy period, **we** will compute the earned contribution(s) for that period. Audit contribution(s) are due and payable on notice to the **First Named Member**.
3. The advance contribution(s) stated in the **Declarations Page** is/are an estimated deposit contribution(s) only and will be held until final expiration date at which time the earned contribution(s) shall be computed. If the computed earned contribution(s) exceed(s) the estimated advance contribution(s) paid, including any interim audit adjustments, **you** shall pay the excess to **us**. If the computed earned contribution(s) is/are less than the paid estimated advance contribution(s), including any interim audit adjustments, **we** shall return the unearned portion to the **First Named Member** subject to any applicable minimum contribution(s) shown in the **Declarations Page**.
4. The **First Named Member** must keep record of the information **we** need for contribution(s) computation, and send **us** copies at such times as **we** may request.
5. If the Memorandum of Coverage is written on a flat contribution basis, it is not subject to contribution audit.

N. REPRESENTATIONS

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

1. The information shown on the **Declarations Page** is accurate and complete;
2. The information is based upon representations **you** made to **us** in **your** submission and/or application(s) for this Memorandum of Coverage;
3. **We** have issued this Memorandum of Coverage in reliance upon **your** representations in the submission and/or application(s); and
4. Except as otherwise provided in this Memorandum of Coverage or by law, this policy is void in any case of fraud or if **you** conceal or misrepresent any material facts concerning this Memorandum of Coverage, in **your** submission and/or application(s) for this Memorandum of Coverage.

O. SEPARATION OF MEMBERS

Except with respect to the relevant **Limit(s) of Coverage**, any applicable exclusion(s), and any rights or duties specifically assigned to the **First Named Member**, this Memorandum of Coverage applies:

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

P. SUBROGATION - RECOVERY FROM OTHERS

1. **We** have the right to recover all payments which **we** have made to or on behalf of the **Member** from anyone liable for a loss. If the **Member** recovers from anyone liable for a loss, **we** shall be reimbursed first from such recovery to the extent of **our** payments to the **Member**. The **Member** expressly waives any rights it may have to recoup any uninsured portions of any loss prior to **our** recovery of the full amounts **we** paid hereunder.
2. If the **Member** does not commence an action or proceeding to recover damages from anyone liable for a loss paid by **us**, the **Member** agrees to timely assign all of its rights of recovery to **us** and also agrees that **we** have the rights of the **Member** to recover from anyone liable for a loss. The **Member** will do everything necessary to protect those rights and help **us** to enforce them.
3. Any such recovery will be allocated in the following order:
 - a. First, to reimburse any insurer for insurance coverage in excess of this Memorandum of Coverage's relevant **Limit(s) of Coverage** set forth on the **Declarations Page** or any endorsement, or to reimburse the **Member** to the extent there is no such insurance;
 - b. Then, **we** will be reimbursed for all of **our** payments under this Memorandum of Coverage;
 - c. Finally, any balance of the recovery which remains after **we** have been reimbursed will be paid to the **Member**.
4. Expenses of all proceedings to recover from anyone liable for loss covered by this Memorandum of Coverage will be deducted from any amount which has been recovered prior to the allocation in accordance with paragraph 3. above.
5. If such action is commenced by the **Member**, with **our** prior approval, and the expenses incurred in obtaining recoveries exceeds the amount recovered, if any, the excess expense shall be apportioned between the parties in proportion to the liability of each party for the loss before the recovery was obtained. If such an action or proceeding undertaken solely by **us** results in no recovery, **we** will pay all related expenses.
6. Notwithstanding anything to the contrary in paragraphs 1. through 5. above, in the event **we** make any payment under this Memorandum of Coverage, **we** will waive **our** right of recovery against any person or organization with whom the **Member** has:
 - a. A written contract that is effective and executed prior to the date of an **occurrence** or **wrongful act(s)**, if such contract requires the **Member** to waive its subrogation, contribution, or indemnity rights; or
 - b. Performed or received work under a letter of intent, work order, or other letter of understanding provided that the **Member** can demonstrate that such letter of intent, work order, or other letter of understanding would customarily be reduced to a written contract that requires the **Member** to waive its subrogation, contribution, or indemnity rights.

Q. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

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

SSCRMP

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 IV - 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 Coverage** of this Coverage Part, **we** agree to pay on behalf of the **Member** the **ultimate net loss** which the **Insured** becomes legally obligated to pay because of **bodily injury, personal injury, advertising injury, or property damage** which occurs during this coverage period and to which this Memorandum of Coverage applies. 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 claimant's legal 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;

- 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 occurs while covered by **Secondary School Cooperative Risk Management Program** include damages resulting from **non-employment harassment**, including sexual molestation. All such **bodily injury** or **personal injury** will be deemed to have occurred at the time of the initial **non-employment harassment** while insured by **Secondary School Cooperative Risk Management Program** and all such **bodily injury** or **personal injury** will be deemed to be - 2 -one **occurrence** whether committed by the same perpetrator or two or more perpetrators acting in concert and without regard to the number of incidents of **non-employment harassment** taking place thereafter. The 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.
2. The **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**.

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, or 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** departmentally-approved law enforcement activities for others, to an act of the **Insured** (unless deemed to be a criminal act) within the arrest or incarceration process.
2. **Bodily injury, personal injury, advertising injury, or property damage** that the 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)**.

6. a. For other than the **automobile hazard, bodily injury, personal injury, advertising injury, or property damage** arising directly or indirectly out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants** at any time.
- b. For the **automobile hazard, bodily injury or property damage** arising directly or indirectly out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants** at any time:
- (1) That are, or that are contained in any property that is:
 - (a) Being transported or towed by, handled, or handled for movement into, onto or from the covered **auto**;
 - (b) Otherwise in the course of transit by or on behalf of the **Member**; or
 - (c) Being stored, disposed of, treated or processed in or upon the covered **auto**;
 - (2) Before the **pollutants** or any property in which the **pollutants** are contained are moved from the place where they are accepted by the **Insured** for movement into or onto the covered **auto**; or
 - (3) After the **pollutants** or any property in which the **pollutants** are contained are moved from the covered **auto** to the place where they are finally delivered, disposed of or abandoned by the **Member**.

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

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

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

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

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

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

- (1) **Bodily injury or property damage** caused by heat, smoke or fumes from a **hostile fire**;
 - (2) **Bodily injury or property damage** arising out of the unintentional discharge, dispersal, seepage, migration, release or escape of fuels, lubricants, or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of a covered **auto or mobile equipment** or its parts, if such fuels, lubricants or other operating fluids escape from the **auto or mobile equipment** part designed to hold, store or receive them; or
 - (3) **Bodily injury** if sustained within a building which is or was at any time owned or occupied by, or rented to loaned to, any **Member**, but only so long as the **bodily injury**, was caused by smoke, fumes, vapors or soot from equipment used to heat, cool or dehumidify that building.
7. **Bodily injury, personal injury, advertising injury, or property damage** arising out of the ownership, operation, maintenance, use or entrustment to others of any aircraft, airfields, runways, hangars, buildings, or other properties in connection with any aviation activities or airports owned or operated by or rented or loaned to any **Member**.

Use includes **loading or unloading**.

However, this exclusion does not apply to liability assumed under any **covered contract** for the ownership, maintenance or use of any aircraft.

8. **Personal injury or advertising injury**
- a. Arising out of electronic or other publication, transmission, dissemination or storage of material, if done by or at the direction of the **Member** with knowledge of its falsity;
 - b. Arising out of electronic or other publication, transmission, dissemination or storage of material whose first publication, transmission, dissemination or storage took place before the beginning of the policy period; or
 - c. Arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the **Member**; or
 - d. The infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

However, paragraph d. of this exclusion does not apply to infringement, in **your** advertisement, of copyright, trade dress or slogan.

9. **Bodily injury, personal injury, advertising injury, or property damage**, however caused, arising, directly or indirectly, out of:
- a. War, including undeclared or civil war; or
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

10. **Property damage to:**

- a. Property owned, rented or occupied by any **Member**;
- b. Property loaned to any **Member**;
- c. Premises **you** sell, give away, or abandon, if the **property damage** arises out of any part of those premises; or
- d. Personal property in the care, custody, or control of any **Member** except:
 - (1) Property in the possession of persons at time of arrest or incarceration; or
 - (2) Damage sustained to property held or in bailment at **your parking lot and parking garage** operations. (For claims described in this exception, the Each **Occurrence** Limit and the Coverage Part Aggregate Limit of this Coverage Part as stated in **Item 3. Limit(s) of Coverage, Coverage Part A**, of the **Declarations** do not apply. Instead, a separate limit of insurance of \$500,000 Each **Occurrence** and \$500,000 Coverage Part Aggregate Limit apply.)

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

- (a) Any liability resulting from any contractual obligation by which the **Member** accepts responsibility for loss; or
- (b) Loss due to theft or conversion caused in any way by **you** or **your** employees.

11. **Property damage to your product** arising out of it or any part of it.

12. **Property damage to your work** arising out of it or any part of it and included in the **products-completed operations hazard**.

13. **Property damage to impaired property** or property not physically injured, arising out of:

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

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

14. **Bodily injury, personal injury, advertising injury, or property damage** arising directly or indirectly out of, resulting from, caused by or contributed to by:

- a. The use of, sale of installation of, removal of, abatement of, distribution of, containment of, or exposure to asbestos, asbestos products, asbestos-containing material, asbestos fibers, or asbestos dust;
- b. The actual or threatened abatement, mitigation, removal or disposal of asbestos, asbestos products, asbestos-containing material, asbestos fibers, or asbestos dust;

- c. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with parts a. and b. above; or
 - d. Any obligation of the **Member** to indemnify any party in connection with subparagraphs a., b. or c. above.
15. **Bodily injury, personal injury, advertising injury, or property damage** arising directly or indirectly out of, resulting from, caused or contributed to by electromagnetic radiation, provided that such loss, cost or expense results from or is contributed to by the hazardous properties of electromagnetic radiation. This includes any costs for the actual or threatened abatement, mitigation, or removal.
16. **Bodily injury, personal injury, advertising injury, or property damage** arising directly or indirectly out of, resulting from, caused by or contributed to by:
- a. The toxic or pathological properties of lead, lead compounds or lead contained in any materials;
 - b. The actual or threatened abatement, mitigation, removal or disposal of lead, lead compounds or materials containing lead;
 - c. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with parts a. or b. above; or
 - d. Any obligation of the **Member** to indemnify any party in connection with subparagraphs a., b. or c. above.
17. **Bodily injury, personal injury, advertising injury, or property damage** arising directly or indirectly out of, resulting from, caused by or contributed to by:
- a. Any **fungus(es)** or **spore(s)**;
 - b. Any solid, liquid, vapor, or gas produced by or arising out of any **fungus(es)** or **spore(s)**;
 - c. Any material, product, building component, or building structure that contains, harbors, nurtures or acts as a medium for any **fungus(es)** or **spore(s)**;
 - d. Any intrusion, leakage, or accumulation of water or any other liquid that contains, harbors, nurtures or acts as a medium for **fungus(es)** or **spore(s)**;
 - e. The actual or threatened abatement, mitigation, removal or disposal of **fungus(es)** or **spore(s)** or any material, product, building component, or building structure that contains, harbors, nurtures or acts as a medium for any **fungus(es)** or **spore(s)**;
 - f. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with subparagraphs a., b., c., d., or e. above; or
 - g. Any obligation of the **Insured** to indemnify any party in connection with subparagraphs a., b., c., d., e., or f. above.

Exception: This Exclusion 17., parts a., b., c., and d. are subject to a limited exception for such **ultimate net loss** otherwise covered by the terms and conditions of this Coverage Part. This limited exception provides only the following separate sublimit of coverage: (a) \$100,000 each **Occurrence**, subject to (b) \$200,000 in the Aggregate for all coverage periods covered by **Secondary School Cooperative Risk Management Program**.

Notwithstanding **SECTION I - B. 2.** or any other term or condition contained in this Memorandum of Coverage including any endorsement, under no circumstances will this limited exception to Exclusion 17. provide indemnification for **claim expenses** or any other expense incurred in the defense of such claim or **suit**.

18. **Bodily injury, personal injury, advertising injury, or property damages** arising out of any land use issue, including but not limited to, condemnation, inverse condemnation, adverse possession, 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.
19. **Bodily injury, personal injury, advertising injury, or property damages** arising from subsidence, settling, sinking, slipping, falling away, caving in, shifting, eroding, mud flow, rising, tilting, or any other land or earth movement, including earthquake.
20. **Bodily injury, personal injury, advertising injury, or property damages** arising from any investigation, claim, **suit** or other proceeding seeking relief or redress in any form other than money damages, including but not limited to, costs, fees, or expenses which the **Member** may become obligated to pay as a result of a consent decree, settlement or adverse judgment for declaratory relief or injunctive relief.
21. Note: The following exclusion does not apply to the extent coverage is provided by the Medical Incident Liability endorsement when attached to this Memorandum of Coverage.
Bodily injury, personal injury, advertising injury, or property damages arising out of the rendering of or failure to render medical or paramedical services to persons:
 - a. By any physician, physician assistant, dentist, emergency medical technician, first aid attendant or paramedic who is employed by **you** to provide such services; or
 - b. By any third party emergency medical technician, first aid attendant or paramedic providing services to **you** under a mutual aid agreement.

This exclusion does not apply to any employee other than referenced in paragraph a. above.

22. **Bodily injury, personal injury, advertising injury, or property damage** arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, congestion of, contact with, exposure to existence of, or presence of:
 - a. **Silica, silica-related dust**, exposure to silica or the use of silica;
 - b. Any damages or any loss, cost or expense arising, in whole or in part, out of any
 - (1) Claim or suit by or on behalf of any governmental authority or any other alleged responsible party because of, or
 - (2) Request, demand, order or statutory or regulatory requirement that any insured or any other person or entity should be, or should be responsible for:
 - (a) Assessing the presence, absence or amount or effects of silica or **silica-related dust**;
 - (b) Identifying, sampling or testing for, detecting, monitoring, cleaning up, removing, containing, neutralizing, treating, detoxifying, remediating, neutralizing, abating, disposing of or mitigating **silica**; or

- (c) Responding to **silica** or **silica-related dust** in any way other than as described in (2) (a) and (b) above;
 - c. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with subparagraphs a. or b. above; or
 - d. Any obligation of the **Member** to indemnify or contribute with any party in connection with subparagraphs a., b., or c. above.
23. **Bodily injury, personal injury, advertising injury, or property damage** arising out of the loss of, loss of use of, damages to, corruption of, inability to access, or inability to manipulate **electronic data**.

SECTION II - WHO IS A MEMBER

A. You are a Member.

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

1. All persons who were, are now, or will be **your** elected or appointed officials or members of the Board of Education, Board of Trustees, School Directors, Superintendents, Assistant Superintendents, Administrators, Assistant Administrators, Principals, Vice Principals, School Committee, or any equivalent administrative position.
2. Current or former commissions, boards or other entities, including their current or former members, under **your** exclusive operation and jurisdiction.
3. All of **your** current or former employees including teachers, student teachers, or school administrators while acting within the scope of their duties for the **Insured** and under **your** direction and control.
4. All persons who perform a service on a volunteer basis for **you**, provided such performance is under **your** direction and control. This does not include any person working on retainer or as an independent contractor.
5. Student Body Organizations including those involved with radio, television and publishing, Parent-Teacher Organizations, Booster Clubs, while under jurisdiction of **your** governing board.
6. Students, including the parents or legal guardians of those students, who serve as members of **your** safety patrol, but only with respect to liability arising out of service by the student as a safety patrol member.
7. Students enrolled in **your** students in practicum program while engaged in academic studies or work experience relating to **your** students in practicum program during the coverage period.
8. The estate of any person in 1. through 6. above.

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

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

E. With respect to:

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

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

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

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

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

However:

1. Coverage under this provision is afforded only until the 90th day after **you** acquire or form the entity or organization or the end of the policy period, whichever is earlier;
2. Coverage does not apply to **bodily injury** or **property damage** that occurred before **you** acquired or formed the entity or organization; and
3. Coverage does not apply to **personal injury** or **advertising injury** arising out of an **offense** committed before **you** acquired or formed the entity or organization.

G. No person, entity, or organization is an **Insured** with respect to the conduct of any current or past partnership or joint venture that is not shown as a **Named Member** in the **Declarations Page**.

SECTION III - LIMIT(S) OF COVERAGE

A. The **Limit(s) of Coverage** shown in **Item 3.** of the **Declarations Page** and the rules below fix the most **we** will pay under this Coverage Part regardless of the number of:

1. **Members**;
2. Claims made or **suits** brought; or
3. Persons or organizations making claims or bringing **suits**.

- B.**
1. The each **occurrence Limit of Coverage** is the most **we** will **pay** for **ultimate net loss** under **Coverage Part A** for any single **occurrence**.
 2. Subject to subparagraph **B. 1.** above, the **Coverage Part A** Aggregate Limit is the most **we** will pay for all **ultimate net loss** during the coverage period for all covered **occurrences**, except **ultimate net loss** because of **bodily injury** or **property damage** arising from the **automobile hazard**.
- C.** If any **occurrence** covered in whole or in part under **Coverage Part A** of this Memorandum of Coverage (or any preceding or succeeding Memorandum of Coverage issued by **Secondary School Cooperative Risk Management Program** also constitutes a **wrongful act(s)** covered in whole or in part under **Coverage Part B** of this Memorandum of Coverage (or any preceding or succeeding Memorandum of Coverage issued by **Secondary School Cooperative Risk Management Program**, then only the Coverage Part with the higher limits for the each **occurrence (Coverage Part A)** or each **claim(s) (Coverage Part B) Limit(s) of Coverage** as listed on the **Declarations Page** or any Endorsement will apply. If the each **occurrence (Coverage Part A)** and the each **claim(s) (Coverage Part B) Limit(s) of Coverage** as listed on the **Declarations Page** or any Endorsement are equal, only one limit will still apply and it will be the each **occurrence (Coverage Part A) Limit(s) of Coverage**.
- D.** The **Limit(s) of Coverage** applies separately to each consecutive annual period, and to any remaining period of less than twelve (12) months, starting with the beginning of the coverage period shown on the **Declarations Page**, unless the coverage period is extended after issuance for an additional period of less than twelve (12) months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the **Limit(s) of Coverage**.
-

SECTION IV - DEFINITIONS

- A. Advertising injury** means injury arising out of one or more of the following **offenses** committed in the course of advertising **your** goods, products or services:
1. Electronic or other publication, transmission, dissemination or storage of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, or services;
 2. Electronic or other publication, transmission, dissemination or storage of material that violates a person's right of privacy;
 3. Misappropriation of advertising ideas or style of doing business; or
 4. Infringement of another's copyright, trade dress or slogan in **your** advertisement
- B. Auto** means:
1. A land motor vehicle, trailer or semi trailer designed for travel on public roads, including any attached machinery or equipment; or
 2. 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, an **auto** does not include **mobile equipment**.

- C. Automobile hazard** means **bodily injury** or **property damage** arising out of the ownership, use (including maintenance or repair), **loading or unloading** of any **auto**.
- D. Bodily injury** means bodily injury, sickness, disease, shock, fright, mental injury or anguish, emotional distress or disability sustained by a natural person, including death resulting from any of these at any time. It

also includes **bodily injury** arising out of the rendering of or failure to render medical or paramedical services to persons by any employee in an occupation other than referenced in Exclusion 21. a.

E. Claim expenses mean:

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

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

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

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

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

G. Covered contract means:

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

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

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

H. Electronic data means information, facts or programs stored as or on, created or used on, 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.

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

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

K. Fungus(es) includes, but is not limited to, any form or type of mold, mushroom or mildew.

L. Hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

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

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

If such property can be restored to use by:

1. The repair, replacement, adjustment or removal of **your product** or **your work**; or

2. **Your** fulfilling the terms of the contract or agreement.

N. Loading or unloading means the handling of property:

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

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

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

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

However, self-propelled vehicles with the following types of permanently attached equipment are not **mobile equipment** but will be considered **autos**:

- a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;

- b. Cherry pickers and similar devices mounted on automobiles or truck chassis and used to raise or lower workers; and
- c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.

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. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered **autos**.

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

Q. Occurrence means:

1. With respect to **bodily injury** and **property damage**, an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
2. With respect to **personal injury** and **advertising injury**, an **offense** or series of related **offenses**.

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

S. Parking lot and parking garage mean:

1. Those areas **you** own and operate that are used by the general public, including **your** employees or students, to park **autos** or **mobile equipment** whether or not a fee is charged; and
2. Those areas where **you**, or an **Insured** on **your** behalf, are exercising physical control over such **autos** or **mobile equipment** or otherwise where **your** legal liability has been established.

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

1. False arrest, detention or imprisonment;
2. Malicious prosecution;
3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor,
4. Electronic or other publication, transmission, dissemination or storage of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, or services; or
5. Electronic or other publication, transmission, dissemination or storage of material that violates a person's right of privacy.

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

6. Assault and battery;
7. Violation of civil rights;

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

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

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

W. Post-judgment interest means interest of the full amount of any settlement, verdict, award or judgment that accrues after entry of the settlement, verdict, award or judgment and before **we** have paid, offered to pay, or deposited in court the part of the settlement, verdict, award or judgment that is within the applicable **Limit(s) of Coverage**.

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

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

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

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

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

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

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

Y. Property damage means:

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

For the purposes of this insurance, **electronic data** is not tangible property.

- Z.** **Silica** means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, and silica dust or silica compounds.
- AA.** **Silica-related dust** means a mixture or combination of silica and other dust or particles.
- BB.** **Spore(s)** include any reproductive body produced by or arising out of any **fungus(es)**.
- CC.** **Suit** means a civil proceeding in which damages because of **bodily injury, personal injury, advertising injury, or property damage** to which this Coverage Part applies are alleged. **Suit** includes:
1. An arbitration proceeding alleging such damages; or
 2. Any other alternative dispute resolution proceeding alleging such damages.
- DD.** **Tort liability** means a liability that would be imposed by law for injury or damage to persons or property in the absence of any contract or agreement.
- EE.** **Ultimate net loss** means the total amount of damages, including any punitive or exemplary damages when only due to vicarious liability in the State of Illinois and attorney fees awarded in favor of third parties, the **Member** is legally liable to pay because of **bodily injury, personal injury, advertising injury, or property damage**. **Ultimate net loss also includes related claim expenses**. **Ultimate net loss** shall be established after a contested **suit** or by a compromise settlement to which **we** have previously agreed in writing. **Ultimate net loss** shall be reduced by any recoveries or salvages which have been paid to or collected by **us**.
- FF.** **Your product** means:
1. Any goods, or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - a. **You**;
 - b. Others trading under **your** name; or
 - c. A person or organization whose business or assets **you** have acquired; and
 2. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- Your product** includes:
1. Its design, formulation, construction or manufacture;
 2. Warranties or representations made at any time with respect to the fitness, quality, durability, or performance or **your product**; and
 3. The providing of or failure to provide warnings or instructions.

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

GG. Your work means:

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

Your work includes:

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

SSCRMP

Coverage Part B

School Board Legal Liability

Claims Made Coverage

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 V - 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 Coverage** of this Coverage Part, **we** agree to pay for **loss** which the **Insured** becomes legally obligated to pay because of a **wrongful act(s)** to which this coverage applies. The **Member's** obligation to pay **loss**, other than **claim expenses**, shall have been determined by judgment against the **Member** after a contested **claim** or by written agreement, which has received **our** prior approval, between the **Member(s)** and the claimant(s) or the claimant's legal representative.
2. This coverage applies to a **wrongful act(s)** only if:
 - a. The **wrongful act(s)** takes place in the **coverage territory**;
 - b. The **wrongful act(s)**, including all **related wrongful act(s)**, takes place on or after the **retroactive date**, if any, shown in the **Declarations Page** and before the end of this coverage period; and
 - c. A **claim(s)** is first made against any **Member**, in accordance with paragraph 3. below, during this policy period or any **Extended Reporting Period** we may provide according to **SECTION IV**.
3. A **claim(s)** will be deemed to have been first made at the earlier of the following times:
 - a. When notice of such **claim(s)** is received and recorded by any **Member** or by **us**, whichever comes first; or

- b. When **you** become aware of a **wrongful act(s)**, situation or circumstances which may subsequently give rise to a **claim(s)** being made against any **Member**, and **you** give written notice to **us**, in accordance with **SECTION E – DUTIES IN THE EVENT OF OCCURRENCE, WRONGFUL ACT, CLAIM OR SUIT** of the **COMMON COVERAGE CONDITIONS**, but not later than:
 - (1) The end of this coverage period; or
 - (2) The end of any applicable **Extended Reporting Period**.
4. All **claim(s)** based on or arising out of the same **wrongful act(s)**, or a series of **related wrongful act(s)**, by one or more **Members** will be considered first made when the first of such **claim(s)** is made and will be considered a single **claim**. Only one **Limit(s) of Coverage** will be applicable to such single **claim**.

B. Defense

We will defend any **claim(s)** seeking damages for **wrongful act(s)**, which may create payment obligations for **us** under this Coverage Part. In addition:

1. The **Member** must obtain **our** prior written consent before offering or agreeing to pay an amount in order to settle any **claim(s)** seeking damages to which this coverage applies either in whole or in part.
2. We will also have the right, but not the duty, to:
 - a. Investigate any **wrongful act(s)** or **claim(s)**;
 - b. Select or retain defense counsel;
 - c. Appeal any judgment; or
 - d. Settle any **claim(s)**.

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

C. Exclusions

This coverage does not apply to any **loss**:

1. Based upon, or arising out of, any **wrongful act(s)** or **claim(s)** which are the subject of any notice given under any policy or policies the term of which has expired prior to the inception date of this coverage.
2. Arising out of any **wrongful act(s)** or **related wrongful acts** that takes place prior to the inception date of this Coverage Part, provided that any person referenced in paragraph 1. of **SECTION E. – DUTIES IN THE EVENT OF OCCURRENCE, WRONGFUL ACT, CLAIM OR SUIT of the COMMON COVERAGE CONDITIONS** knew or reasonably should have foreseen that such **wrongful act(s)** or **related wrongful acts** would give rise to a **claim(s)**.
3. Brought about or contributed to by the fraud, dishonesty or bad faith of a **Member** or arising from the deliberate violation of any federal, state, or local statute, ordinance, rule or regulation committed by or with the knowledge and consent of the **Member**. The actual or alleged conduct of any **Member** will not be imputed to any other **Member** for the applicability of this exclusion.

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

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

8. a. Arising directly or indirectly out of or contributed to by any actual or alleged violation of:
 - (1) The Securities Act of 1933;
 - (2) The Securities Exchange Act of 1934;
 - (3) The Public Utilities Holding Act of 1935;
 - (4) The Trust Indenture Act of 1939;
 - (5) The Investment Company Act of 1940; or
 - (6) Any State Blue Sky Laws.
- b. Based upon common law principles of liability similar to any law listed in a. above; or
- c. Involving, directly or indirectly:
 - (1) Debt security financing, including but not limited to bonds, notes and debentures; or
 - (2) The investment of, or the failure to invest, public funds, including but not limited to the use of derivative investment instruments.

9. a. Which arises directly or indirectly out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants** at any time.
- b. Cost or expense arising directly or indirectly out of any:
- (1) Request, demand, order or statutory or regulatory requirement that any **Member** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of **pollutants**;
- (2) **Claim** by or on behalf of a governmental authority or others because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **pollutants**; or
- (3) **Member's wrongful act** in complying with, enforcing or enacting any rule, ordinance, law or regulation having to do with the prevention, mitigation, monitoring, clean up, removal, containment, treatment, detoxification, neutralization, or assessment of the effects of **pollutants**.
10. Cost or expense arising directly or indirectly out of, resulting from, caused by or contributed to by:
- a. The use of, sale of installation of, removal of, abatement of, distribution of, containment of, or exposure to asbestos, asbestos products, asbestos-containing material, asbestos fibers, or asbestos dust;
- b. The actual or threatened abatement, mitigation, removal or disposal of asbestos, asbestos products, asbestos-containing material, asbestos fibers, or asbestos dust;
- c. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with parts a. and b. above; or
- d. Any obligation of the **Member** to indemnify any party in connection with subparagraphs a. b. or c. above.
11. Cost or expense arising directly or indirectly out of, resulting from, caused by or contributed to by:
- a. The toxic or pathological properties of lead, lead compounds or lead contained in any materials;
- b. The actual or threatened abatement, mitigation, removal or disposal of lead, lead compounds or materials containing lead;
- c. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with parts a. or b. above; or
- d. Any obligation of the **Member** to indemnify any party in connection with subparagraphs a. b. or c. above.
12. Cost or expense arising directly or indirectly out of, resulting from, caused by or contributed to by:
- a. Any **fungus(es)** or **spore(s)**;
- b. Any solid, liquid, vapor, or gas produced by or arising out of any **fungus(es)** or **spore(s)**;

- c. Any material, product, building component, or building structure that contains, harbors, nurtures or acts as a medium for any **fungus(es)** or **spore(s)**;
- d. Any intrusion, leakage, or accumulation of water or any other liquid that contains, harbors, nurtures or acts as a medium for **fungus(es)** or **spore(s)**;
- e. The actual or threatened abatement, mitigation, removal or disposal of **fungus(es)** or **spore(s)** or any material, product, building component, or building structure that contains, harbors, nurtures or acts as a medium for any **fungus(es)** or **spore(s)**;
- f. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with subparagraphs a., b., c., d., or e. above; or
- g. Any obligation of the **Member** to indemnify any party in connection with subparagraphs a., b., c., d., e., or f. above.

Fungus(es) includes, but is not limited to, any form or type of mold, mushroom or mildew.

Spore(s) include any reproductive body produced by or arising out of any **fungus(es)**.

13. Arising out of any **Member's** law enforcement activities. This includes, but is not limited to:
- a. **Loss** payable to or caused by any person while being apprehended, held in custody, or who has escaped from custody; and
 - b. The operation of detention facilities.

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

14. Arising out of the destruction, theft, conversion, or disappearance of money, securities or the loss of use thereof.
15. Arising directly or indirectly out of rendering or failure to render **professional services** (even if unpaid) by:
- a. **You**;
 - b. Any **Member**; or
 - c. Anyone else for whom **you** may be responsible.

16. Arising out of or related to any **claim** or other proceeding:
- a. By or on behalf of any **Member**, whether directly or derivatively, against any other **Member**; or
 - b. By the spouse, child, parent, brother or sister of any **Member** for consequential injury as a result of any injury to any **Member**.

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

17. For which the **Member** is liable or alleged to be liable under any contract or agreement, including any expressed or implied employment contract or any collective bargaining agreement. This exclusion does not apply to **loss** that the **Member** would have in the absence of the contract or agreement.

18. Arising directly or indirectly out of or related to construction, architectural, or engineering contracts or to any other contract for the purchase of goods or services.
19. Arising directly or indirectly out of:
 - a. Any tax assessments or adjustments;
 - b. The collection, refund, disbursement or application of any taxes; or
 - c. Failure to anticipate tax revenue shortfalls.
20. Arising out of any lockout, strike, picket line, replacement or other similar actions resulting from labor disputes or labor negotiations or any protections contained within the National Labor Relations Act.
21. Arising out of or in connection with any **claim(s)** for any salary, wages, or other employment related benefits which the **Member** is liable to pay any employee by operation of the:
 - a. Fair Labor Standards Act (except the Equal Pay Act);
 - b. National Labor Relations Act;
 - c. Workers Adjustment and Retaining Notification Act;
 - d. Consolidated Omnibus Budget Reconciliation Act of 1985;
 - e. Occupational Safety and Health Act; or
 - f. Other similar provisions of any federal, state or local statutory or common law or any rules or regulations promulgated under any such law.
22. Arising out of any investigation, **claim(s)**, or other proceeding seeking relief or redress in any form other than money damages, including but not limited to, costs, fees, or expenses which the **Member** may become obligated to pay as a result of a consent decree, settlement or adverse judgment for declaratory relief or injunctive relief. This includes but is not limited to:
 - a. Any failure to integrate or desegregate the student enrollment or participation in any school district, school or educational or extracurricular program on the basis of race, ethnic background, or national origin;
 - b. The busing or other transportation of students to or from schools or extra-curricular events in connection with a program or plan of such integration or desegregation;
 - c. Causing or allowing the student enrollment or participation in any school district, school educational or extra-curricular program to be operated or administered on a discriminatory basis because of race, ethnic background or national origin; or
 - d. The failure to provide an appropriate individualized education program or related facilities or services, including but not limited to, any cause of action under the Individuals with Disabilities Education Act, American with Disabilities Act of 1990, Section 504 of the Rehabilitation Act or any similar federal, state or local law.
23. Arising directly or indirectly out of any law concerning workers compensation, unemployment insurance, social security, or disability benefits or any similar law.

24. Arising directly or indirectly out of the failure of any investment in any **employee benefit program**, including but not limited to stocks, bonds, or mutual funds, to perform as represented by a **Member**.
25. Arising out of actual or alleged discrimination with respect to the **administration** of the **Member's employee benefit program** including but not limited to discrimination based on race or national origin, religion or creed, age, sex, sexual orientation, handicap, pregnancy, physical disability, military status, or other employment practices whether or not any of the foregoing violated any federal, state or local governmental or regulation prohibiting such discrimination.
26. Arising out of **non-employment harassment**. However, notwithstanding the foregoing, the **Member** shall be protected under the terms of this coverage as to any **claim(s)** and/or allegation which may be covered by the Memorandum of Coverage upon which suit may be brought against him, or any such alleged behavior by a **Member** unless a judgment or final adjudication adverse to the **Member** shall establish that such behavior occurred as an essential element of the cause of action so adjudicated.
27. Cost or expense arising directly or indirectly out of, resulting from, caused by or contributed to by:
- a. **Silica, silica-related dust**, exposure to **silica** or the use of **silica**;
 - b. Any damages or any loss, cost or expense arising, in whole or in part, out of any
 - (1) Claim or suit by or on behalf of any governmental authority or any other alleged responsible party because of, or
 - (2) Request, demand, order or statutory or regulatory requirement that any insured or any other person or entity should be, or should be responsible for:
 - (a) Assessing the presence, absence or amount or effects of **silica** or **silica-related dust**;
 - (b) Identifying, sampling or testing for, detecting, monitoring, cleaning up, removing, containing, neutralizing, treating, detoxifying, remediating, neutralizing, abating, disposing of or mitigating **silica**; or
 - (c) Responding to **silica** or **silica-related dust** in any way other than as described in (2) (a) and (b) above;
 - c. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with subparagraphs a. or b. above; or
 - d. Any obligation of the **Insured** to indemnify or contribute with any party in connection with subparagraphs a., b., or c. above.
28. Cost or expenses arising directly or indirectly out of the loss of, loss of use of, damages to, corruption of, inability to access, or inability to manipulate **electronic data**.

SECTION II - WHO IS A MEMBER

- A. **You are a Member.**
- B. Each of the following is a **Member** while acting within the scope of their duties as such:

1. All persons who were, are now, or will be **your** elected or appointed officials or members of the Board of Education, Board of Trustees, School Directors, Superintendents, Assistant Superintendents, Administrators, Assistant Administrators, Principals, Vice Principals, School Committee, or any equivalent administrative position.
2. Current or former commissions, boards or other entities, including their current or former members, under **your** exclusive operation and jurisdiction.
3. All of **your** current or former employees, including teachers, student teachers, or school administrators while acting within the scope of their duties for the **Member** and under **your** direction and control.
4. All persons who perform a service on a volunteer basis for **you**, provided such performance is under **your** direction and control. This does not include any person working on retainer or as an independent contractor.
5. Student Body Organizations including those involved with radio, television and publishing, Parent-Teacher Organizations, Booster Clubs, while under jurisdiction of **your** governing board.
6. Students, including the parents or legal guardians of those students, who serve as members of **your** safety patrol, but only with respect to liability arising out of service by the student as a safety patrol member.
7. Students enrolled in **your** students in practicum program while engaged in academic studies or work experience relating to **your** students in practicum program during the coverage period.
8. The estate of any person in 1. through 7. above.

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

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

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

1. Airports;
2. Transit authorities;
3. Hospitals, nursing homes, clinics or other similar health facilities;
4. Housing authorities; or
5. Port authorities.

E. No person, entity, or organization is a **Member** with respect to the conduct of any current or past partnership or joint venture that is not shown as a **Named Member** in the **Declarations Page**.

SECTION III - LIMIT(S) OF COVERAGE

- A. The **Limit(s) of Coverage** shown in **Item 3.** of the **Declarations Page** and the rules below fix the most we will **pay** under this Coverage Part regardless of the number of:
1. **Members;**
 2. **Claims** made; or
 3. Persons or organizations making **claims.**
- B. 1. The each **claim Limit of Coverage** is the most we will **pay** for **loss** under **Coverage Part B** for any single **claim.**
2. Subject to **B. 1.** above, the **Coverage Part B** Aggregate **Limit of Coverage** is the most we will indemnify the **Insured** for all **loss** for all covered **claims** deemed first made during the coverage period.
- C. If any **occurrence** covered in whole or in part under **Coverage Part A** of this Memorandum of Coverage (or any preceding or succeeding Memorandum of coverage issued by **Secondary School Cooperative Risk Management Program** also constitutes a **wrongful act(s)** covered in whole or in part under **Coverage Part B** of this Memorandum of Coverage (or any preceding or succeeding Memorandum of Coverage issued by **Secondary School Cooperative Risk management Program**, then only the Coverage Part with the higher limits for the each **occurrence (Coverage Part A)** or each **claim(s) (Coverage Part B) Limit(s) of Coverage** as listed on the **Declarations Page** or any Endorsement will apply. If the each **occurrence (Coverage Part A)** and the each **claim(s) (Coverage Part B) Limit(s) of Coverage** as listed on the **Declarations Page** or any Endorsement are equal, only one limit will still apply and it will be the each **occurrence (Coverage Part A) Limit(s) of Coverage.**
- D. The **Limit(s) of Coverage** apply separately to each consecutive annual period, and to any remaining period of less than twelve (12) months, starting with the beginning of the coverage period shown on the **Declarations Page**, unless the coverage period is extended after issuance for an additional period of less than twelve (12) months. In that case, the additional period will be deemed part of the last preceding annual period for purposes of determining the **Limit(s) of Coverage.**

SECTION IV - EXTENDED REPORTING PERIODS

- A. We will provide one or more **Extended Reporting Periods**, as described below, if:
1. This Coverage Part is canceled or not renewed; or
 2. We renew or replace this Coverage Part with coverage that does not apply to **wrongful acts** on a claims-made basis.
- B. **Extended Reporting Periods** do not extend the Coverage Part period or change the scope of coverage provided. They apply only to **claim(s)** arising out of **wrongful act(s)**, including all **related wrongful act(s)** that take place before the end of this Coverage Part's policy period.

Once in effect, **Extended Reporting Periods** cannot be canceled.

C. A **Basic Extended Reporting Period** is automatically provided without additional charge. This period starts with the end of this Coverage Part's policy period, and lasts for 60 days.

The **Basic Extended Reporting Period** does not apply to claims that are covered under any subsequent coverage you purchase, or that would be covered but for exhaustion of the amount of coverage applicable to such claims.

D. A **Supplemental Extended Reporting Period** of 3 years duration is available, but only by an endorsement and for an extra charge. This supplemental period starts when the **Basic Extended Reporting Period** ends.

You must give us a written request for this endorsement within 60 days after the end of the **Coverage Part B** coverage period. The **Supplemental Extended Reporting Period** will not be effective unless you pay the full additional charge promptly when due.

We will determine the additional charge in accordance with our rules and rates. In doing so, we may take into account the following:

1. The exposures covered;
2. Previous types and amounts of coverage;
3. The **Limit(s) of Coverage** available under this Coverage Part for future payments; and
4. Other related factors.

The additional charge will not exceed 100% of the expiring annual contribution for this Coverage Part.

This endorsement will set forth the terms, not inconsistent with this Section, applicable to the **Supplemental Extended Reporting Period**, including a provision to the effect that the coverage afforded for **claims** first made during such period is excess over any other valid and collectible insurance available under policies in force after the **Supplemental Extended Reporting Period** starts.

E. **Extended Reporting Periods** do not reinstate or increase the **Limit(s) of Coverage** of this Coverage Part.

SECTION V - DEFINITIONS

A. **Administration** means:

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

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

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

B. **Advertising injury** means injury arising out of one or more of the following **offenses** committed in the course of advertising **your** goods, products or services:

1. Electronic or other publication, transmission, dissemination or storage of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, or services;
2. Electronic or other publication, transmission, dissemination or storage of material that violates a person's right of privacy;
3. Misappropriation of advertising ideas or style of doing business; or
4. Infringement of another's copyright, trade dress or slogan in **your** advertisement.

C. Bodily injury means bodily injury, sickness, disease, shock, fright, mental injury or anguish, emotional distress, or disability sustained by a natural person, including death resulting from any of these at any time.

D. Claim(s) means an oral or written demand or notice received by a **Member** containing an allegation of **wrongful act(s)** committed by and seeking damages against a **Member**. **Claim(s)** will include civil proceedings, arbitration, other alternative dispute resolutions, or other legal proceedings. **Claim(s)** will also include a charge or complaint filed with the EEOC or its state or local equivalent containing an allegation of **employment wrongful act(s)** committed by a **Member**. With the exception of such allegations of **employment wrongful act(s)**, **claim(s)** will not include:

1. Any complaint or investigatory or enforcement action by any federal, state or local governmental agency; or
2. Any labor or grievance arbitration that is subject to a collective bargaining agreement.

E. Claim expenses mean:

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

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

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

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

G. Electronic data means information, facts or programs stored as or on, created or used on, 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.

H. Employee benefit program means:

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

2. Unemployment insurance, social security benefits, workers compensation and disability benefits.

- I. Employment-related harassment** means actual or alleged unwelcome or offensive verbal or physical conduct, including sexual molestation, against a present or former employee of, or an applicant for employment with, the **Named Member**.
- J. Employment wrongful act(s)** means any actual or alleged error or misstatement or misleading statement, act or omission, neglect, negligence or breach of duty by a **Member** against a present or former employee of, or an applicant for employment with, the **Named Member**, including, but not limited to, refusal to employ, termination of employment, wrongful demotion, wrongful failure to promote, negative evaluation, hostile work environment, reassignment, wrongful discipline, defamation, humiliation, false arrest, false imprisonment, coercion, libel, slander, retaliation, invasion of privacy, failure to grant tenure, **employment-related harassment** or discrimination.
- K. Fungus(es)** includes, but is not limited to, any form or type of mold, mushroom or mildew.
- L. Loss** means the total amount of damages, including any punitive or exemplary damages when only due to vicarious liability in the State of Illinois and attorney fees awarded in favor of third parties, the **Member** is legally obligated to pay because of a **wrongful act(s)**. **Loss** also includes related **claim expenses**, back pay, and front pay. **Loss** will be established after a contested **claim** or by a compromise settlement to which **we** have previously agreed in writing. **Loss** will be reduced by any recoveries or salvages which have been paid or collected. **Loss** does not include any damages, costs, or expenses incurred by any **Member** in making physical changes, modifications, alternations, or improvements as part of an accommodation or any cause of action of any person pursuant to the American with Disabilities Act of 1990 or any similar federal, state or local law.
- M. Non-employment harassment** means actual or alleged unwelcome or offensive verbal or physical conduct, including sexual molestation, against anyone other than a present or former employee of, or an applicant for employment with, the **Named Member** and shall include any alleged failure to prevent such conduct.
- N. Offense** means any of the **offenses** included in the definitions of **advertising injury** or **personal injury**.
- O. Personal injury** means injury, other than **bodily injury**, arising out of one or more of the following **offenses** from the conduct of **your** operations:
1. False arrest, detention or imprisonment;
 2. Malicious prosecution;
 3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor,
 4. Electronic or other publication, transmission, dissemination or storage of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, or services; or
 5. Electronic or other publication, transmission, dissemination or storage of material that violates a person's right of privacy.
- P. Pollutants** mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

- Q. Post-judgment interest** means interest of the full amount of any settlement, verdict, award or judgment that accrues after entry of the settlement, verdict, award or judgment and before **we** have paid, offered to pay, or deposited in court the part of the settlement, verdict, award or judgment that is within the applicable **Limit(s) of Coverage**.
- R. Pre-judgment interest** means interest added to a settlement, verdict, award or judgment based on the amount of time prior to the settlement, verdict, award or judgment whether or not made part of the settlement, verdict, award or judgment.
- S. Professional services** mean any service by anyone engaged in the practice of medicine, including but not limited to, physicians, surgeons, osteopaths, chiropractors, anesthesiologists, dentists, psychiatrists, psychologists, nurses, paramedics, emergency medical technicians, first-aid attendants or pharmacists.
- T. Property damage** means:
1. Physical injury to tangible property, including all resulting loss of use of that property; or
 2. Loss of use of tangible property that has not been physically injured.
- U. Related wrongful act(s)** will mean **wrongful act(s)** which have as a common nexus any fact, circumstance, situation, event, transaction or series of facts, circumstances, situations, events or transactions.
- V. Silica** means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
- W. Silica-related dust** means a mixture or combination of silica and other dust or particles.
- X. Spore(s)** include any reproductive body produced by or arising out of any **fungus(es)**.
- Y. Wrongful act** means any actual or alleged error or misstatement or misleading statement, act or omission, neglect, negligence, or breach of duty by a **Member** solely in the course of the **Member's** duties for **you**. **Wrongful act** will also include such acts in the **administration** of an **employee benefit program** and **employment wrongful act(s)**.

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

Endorsement
Number 1

MEMORANDUM NUMBER SSCRMP-2018-10	ENDORSEMENT EFFECTIVE January 1, 2018 to January 1, 2019	
NAMED MEMBER Secondary School Cooperative Risk Management Program		COVERAGE PARTS AFFECTED Coverage Part A and B

CHANGES

NAMED MEMBER ENDORSEMENT

Item 1. General Information of the Declaration Page is amended to include the following as Named Members under this Memorandum of Coverage:

- | | |
|---|--|
| <p>1. Maine Township High School District #207
 Maine East High School
 Maine South High School
 Maine West High School</p> <p>2. Township High School District #214
 Buffalo Grove High School
 Elk Grove High School
 John Hersey High School
 Prospect High School
 Rolling Meadows High School
 Wheeling High School
 Community Education Foundation
 Vanguard School
 Nipper Career Educational Center
 Forest View Alternative School
 Forest View Educational Center</p> | <p>3. Township High School District #211
 James B. Conant High School
 William Fremd High School
 Hoffman Estates High School
 Palatine High School
 Schaumburg High School</p> <p>4. Northfield Township High School District # 225
 Glenbrook North High School
 Glenbrook South High School</p> |
|---|--|



Authorized Representative

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

Endorsement
Number 2

MEMORANDUM NUMBER SSCRMP-2018-10	ENDORSEMENT EFFECTIVE January 1, 2018 to January 1, 2019	
NAMED MEMBER Secondary School Cooperative Risk Management Program		COVERAGE PARTS AFFECTED Coverage Part A and B

CHANGES

AMENDMENT – LIMITS OF INSURANCE – COVERAGE PARTS A AND B

It is agreed that the **Coverage Part A** each **occurrence Limit of Coverage** and Aggregate Limit shown in the **Declaration Page**, or amended by endorsement, and the **Coverage Part B** each **claim Limit of Coverage** and Aggregate Limit shown in the **Declarations Page**, or amended by endorsement, apply separately to each member school district, who is **Named Member** under this policy, regardless if one or more school districts (**Named Members**) are involved in a single **occurrence** or **claim**



Authorized Representative

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

Endorsement
Number 3

MEMORANDUM NUMBER SSCRMP-2018-10	ENDORSEMENT EFFECTIVE January 1, 2018 to January 1, 2019	
NAMED MEMBER Secondary School Cooperative Risk Management Program		COVERAGE PARTS AFFECTED Coverage Part A

CHANGES

AUTOMOBILE NO-FAULT (PERSONAL INJURY PROTECTION)
AND
UNINSURED MOTORIST, UNDERINSURED MOTORIST COVERAGE ENDORSEMENT

It is agreed that:

1. The terms and conditions for automobile no-fault (personal injury protection) coverage or uninsured motorist and/or underinsured motorist coverages will be as set forth in the applicable jurisdictional automobile no-fault (personal injury protection) or automobile uninsured motorist and/or underinsured motorist statutes and regulations (not attached to this Memorandum of Coverage) but such terms shall be subject to the terms and conditions of this Memorandum of Coverage; and
2. The each **occurrence Limit of Coverage** with respect to the **automobile hazard**, as indicated in the **Declarations Page**, is the most **we** will pay on behalf of the **Member** for **ultimate net loss** for which the **Member** becomes legally obligated to pay for automobile no-fault (personal injury protection) benefits or uninsured motorist and/or underinsured motorist liability in accordance with the applicable jurisdictional automobile no-fault (personal injury protection) or uninsured motorist and/or underinsured motorist statutes and regulations to or for a **Member** who sustains **bodily injury** or **property damage** in an **occurrence** arising out of the operation, use, maintenance or repair, including **loading or unloading**, of an **auto**.
3. Regardless of the number of covered **autos**, **Members**, contributions paid, claims made, or vehicles involved in the **occurrence** (accident), the most **we** will pay for all damages resulting from any one **occurrence** (accident) is the **each occurrence Limit of Coverage** shown in the **Declarations Page** applicable to jurisdictions where coverage is provided by this Memorandum of Coverage.



Authorized Representative

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

Endorsement
Number 4

MEMORANDUM NUMBER SSCRMP-2018-10	ENDORSEMENT EFFECTIVE January 1, 2018 to January 1, 2019	
NAMED MEMBER Secondary School Cooperative Risk Management Program		COVERAGE PARTS AFFECTED Coverage Part A

CHANGES

MEDICAL INCIDENT LIABILITY COVERAGE

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

In consideration of payment of the contribution and in reliance upon the statements in the **Declarations Page** and subject to the exclusions, conditions and other terms of **Coverage Part A**, to which this Endorsement is attached, the following coverage applies.

COVERAGE AGREEMENTS

SECTION I - COVERAGE

A. Coverage Agreement

We agree, subject to the limitations, terms and conditions hereinafter mentioned, to pay on behalf of the **Member ultimate net loss** for which the **Member** shall be legally obligated to pay because of **claim(s)** first made against the **Member** during the coverage period and

1. This coverage applies to **bodily injury, personal injury, or property damage** only if:
 - (a) The injury is caused by a **medical incident(s)**, or a series of **related medical incident(s)**, that takes place in the **coverage territory**;
 - (b) The injury is caused by a **medical incident(s)**, or a series of **related medical incident(s)**, did not occur before January 1, 2006 (the Retroactive Date) or after the end of the coverage period; and
 - (c) A **claim(s)** is first made against any **Member** in accordance with Paragraph 2. below, during this Endorsement's coverage period or an **Extended Reporting Period** we provide under **SECTION V** of this Endorsement.
2. A **claim(s)** shall be considered to be first made at the earlier of the following times:

- (a) When notice of such **claim(s)** is received and recorded by any **Member** or by **us** whichever comes first; or
- (b) When **you** become aware of an injury caused by a **medical incident(s)** situation or circumstances which may subsequently give rise to a **claim(s)** being made against any **Insured**, and **you** give written notice to **us**, in accordance with **SECTION E – DUTIES IN THE EVENT OF OCCURRENCE, WRONGFUL ACT, CLAIM OR SUIT** of the **COMMON COVERAGE CONDITIONS**, but not later than:
 - (1) The end of this Endorsement’s coverage period; or
 - (2) The end of any applicable **Extended Reporting Period**.
3. All **claim(s)** based on or arising out of the same **medical incident(s)**, or a series of **related medical incident(s)**, by one or more **Members** shall be considered first made when the first of such **claim(s)** is made and shall be considered a single **claim**. Only one each **claim Limit(s) of Coverage** shall be applicable to such single **claim**.

B. Defense

For the purposes of the coverage provided by this Endorsement, including the handling of the **claim expenses**, **SECTION I – COVERAGE** paragraph **B. Defense of Coverage Part A** applies.

C. Exclusions

The **Exclusions of Coverage Part A** apply to this Endorsement except for Exclusion 21. a. and b. for which coverage is now provided by this endorsement on a claims-made basis.

In addition, the coverage does not apply to **claims(s)** or suits:

1. Based upon, or arising out of, any **claim(s)** alleging a **medical incident(s)** which is the subject of any notice given under any policy or policies the term of which has expired prior to the inception date of this endorsement.
2. Arising out of any **medical incident(s)**, or a series of **related medical incident(s)**, that take place prior to the inception date of this Endorsement’s coverage, provided that any person referenced in paragraph 1. of **SECTION E. – DUTIES IN THE EVENT OF OCCURRENCE, WRONGFUL ACT, CLAIM OR SUIT of the COMMON COVERAGE CONDITIONS** knew or reasonably should have foreseen that such **medical incident(s)**, or a series of **related medical incident(s)**, would give rise to a **claim(s)**.
3. Any **medical incident(s)**, or a series of **related medical incident(s)**, caused, in whole or in part, by any physician, physician assistant, nurse, midwife or anyone practicing midwifery who is employed by **you** to work in any correctional facility, juvenile detention facility or jail.

SECTION II - WHO IS A MEMBER

For the purposes of the coverage provided by this Endorsement, **SECTION II – WHO IS A MEMBER of Coverage Part A** applies.

SECTION III - LIMIT(S) OF COVERAGE.

For the purposes of the coverage provided by this Endorsement, the same **SECTION III- LIMIT(S) OF COVERAGAE** of **Coverage Part A** applies, it being understood that the each **occurrence Limit of Coverage** shall apply to each **claim** first made and otherwise covered under this Endorsement. The same **Aggregate Limit of Coverage**, in addition to its applicability to the balance of **Coverage Part A**, shall also apply to all **claims** first made and otherwise covered under this Endorsement.

Separate **Limit(s) of Coverage** are not created by this Endorsement.

SECTION IV DEFINITIONS

For the purposes of the coverage provided by this Endorsement, the following definitions are added to **SECTION IV – DEFINITIONS** of **Coverage Part A**:

- A. **Claim(s)**, means a **suit** or demand made by or for the injured person for monetary damages because of alleged injury caused by a **medical incident(s)** or a series of **related medical incident(s)**.
- B. **Medical incident(s)**, means any act, error or omission in the providing of or failure to provide **professional medical services** by the **Member** or any person acting under the direction or control of the **Member**.
- C. **Professional medical services**, means:
 - 1. Furnishing medical or paramedical services by any:
 - (a) Physician, dentist, nurse, emergency medical technician, first aid attendant or paramedic who is employed by **you** to provide such services; or
 - (b) Third party emergency medical technician, first aid attendant or paramedic providing services to **you** under a mutual aid agreement.
 - 2. Serving as a member of a formal accreditation; standards review or equivalent professional board or committee.
- D. **Related medical incident(s)**, means **medical incident(s)** which have as a common nexus any fact, circumstance, situation, event, transaction or series of facts, circumstances, situations, events or transactions.-

SECTION V - EXTENDED REPORTING PERIODS

For the purposes of the coverage provided by this Endorsement, the following **Extended Reporting Period** provisions are added:

- A. We will provide one or more **Extended Reporting Periods**, as described below, if:
 - 1. This Endorsement or policy is canceled or not renewed; or
 - 2. We renew or replace this Endorsement with insurance that does not apply to or provide **medical incident(s)** coverage on a claims-made basis.
- B. **Extended Reporting Periods** do not extend this Endorsement's coverage period or change the scope of coverage provided. They apply only to **claim(s)** arising out of a **medical incident(s)** or a series of **related medical incident(s)** that take place before the end of this Endorsement's coverage period.

Once in effect, **Extended Reporting Periods** cannot be canceled.

C. A **Basic Extended Reporting Period** is automatically provided without additional charge. This period starts with the end of this Endorsement's coverage period, and lasts for 60 days.

The **Basic Extended Reporting Period** does not apply to **claim(s)** that are covered under any subsequent coverage **you** purchase, or that would be covered but for exhaustion of the amount of coverage applicable to such **claim(s)**.

D. A **Supplemental Extended Reporting Period** of 3 years duration is available, but only by an endorsement and for an extra charge. This supplemental period starts when the **Basic Extended Reporting Period** ends.

You must give **us** a written request for the endorsement within 60 days after the end of this Endorsement's coverage period. The **Supplemental Extended Reporting Period** will not go into effect unless **you** pay the additional charge promptly when due.

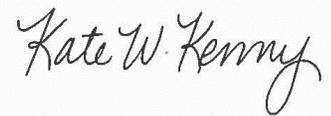
We will determine the additional charge in accordance with **our** rules and rates. In doing so, **we** may take into account the following:

1. The exposures covered;
2. Previous types and amounts of coverage;
3. **Limit(s) of Coverage** available under this Endorsement for future payments; and
4. Other related factors.

The additional charge will not exceed 100% of the most recent annual charge for this Endorsement.

This Endorsement shall set forth the terms, not inconsistent with this section, applicable to the **Supplemental Extended Reporting Period**, including a provision to the effect that the coverage afforded for **claim(s)** received during such period is excess over any other valid and collectible coverage available under policies in force after the **Supplemental Extended Reporting Period** starts.

E. With respect to this Endorsement, the **Extended Reporting Periods** do not reinstate or increase the Aggregate Limit.



Authorized Representative

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

Endorsement
Number 5

MEMORANDUM NUMBER SSCRMP-2018-10	ENDORSEMENT EFFECTIVE January 1, 2018 to January 1, 2019	
NAMED MEMBER Secondary School Cooperative Risk Management Program		COVERAGE PARTS AFFECTED Coverage Parts A and B

CHANGES

NUCLEAR ENERGY LIABILITY EXCLUSION

This coverage does not apply to:

Bodily injury, personal injury, advertising injury, or property damage:

- a. To a **Member** under this policy who is also a **Member** under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- b. Resulting from the **hazardous properties of nuclear material** and with respect to which:
 - (1) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or
 - (2) The **Member** is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- c. Resulting from the **hazardous properties of nuclear material**, if:
 - (1) The **nuclear material**:
 - (a) Is at any **nuclear facility** owned by, or operated by or on behalf of a **Member**; or
 - (b) Has been discharged or dispersed therefrom;
 - (2) The **nuclear material** is contained in **spent fuel** or **waste** at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of a **Member**; or
- (3) The **bodily injury, personal injury, advertising injury, or property damage** arises out of the furnishing by a **Member** of services, materials, parts or equipment in connection with the

planning, construction, maintenance, operation or use of any **nuclear facility**, but if such facility is located within the United States of America, its territories or possessions, or Canada, then subparagraph (3) applies only to **property damage** to or at such **nuclear facility** and any property thereat.

As used in this exclusion:

- a. **Hazardous properties** include radioactive, toxic or explosive properties.
- b. **Nuclear material** means **source material, special nuclear material** or **by-product material**.
- c. **Source material, special nuclear material, and by-product material** have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.
- d. **Spent fuel** means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**.
- e. **Waste** means any waste material:
 - (1) Containing **by-product material** other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its **source material** content, and
 - (2) Resulting from the operation by any person or organization of any **nuclear facility** included under the first two paragraphs of the definition of **nuclear facility**.
- f. **Nuclear facility** means:
 - (1) Any nuclear **reactor**;
 - (2) Any equipment or device designed or used for:
 - (a) Separating the isotopes of uranium or plutonium,
 - (b) Processing or utilizing **spent fuel**, or
 - (c) Handling, processing or packaging **waste**;
 - (3) 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 **Member** at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
 - (4) 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** means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;
- h. **Property damage** includes all forms of radioactive contamination of property.

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

Endorsement Number 6

MEMORANDUM NUMBER SSCRMP-2018-10	ENDORSEMENT EFFECTIVE January 1, 2018 to January 1, 2019	
NAMED MEMBER Secondary School Cooperative Risk Management Program		COVERAGE PARTS AFFECTED Coverage Part A and B

CHANGES

PRIMARY / NON-CONTRIBUTORY INSURANCE ENDORSEMENT

COMMON COVERAGE CONDITIONS is amended to include the following:

R. PRIMARY / NON-CONTRIBUTORY INSURANCE ENDORSEMENT

Subject to the Retained Amounts as determined in Coverage Part A and B of the policy, we agree that such insurance as is afforded by this policy for the benefit of certificate holders included as persons insured shall be primary and non-contributing insurance, but only as respects to a claim, loss or liability arising out of insured operations or work on behalf of the named insured performed under a written contract between the named insured and the certificate holder that requires the named insured to maintain such primary and noncontributory insurance and to include the certificate holder as a person insured there under.



Authorized Representative

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

Endorsement
Number 7

MEMORANDUM NUMBER SSCRMP-2018-10	ENDORSEMENT EFFECTIVE January 1, 2018 to January 1, 2019	
NAMED MEMBER Secondary School Cooperative Risk Management Program		COVERAGE PARTS AFFECTED Coverage Part A and B

CHANGES

Additional Insured Where Required Under Contract or Agreement

COMMON COVERAGE CONDITIONS is amended to include the following:

S. Additional Insured Where Required Under Contract or Agreement

Subject to the Retained Amounts as determined in Coverage Part A and B of the policy, we agree that such insurance is amended to include as an insured any person or organization for whom you have agreed under contract or agreement to provide insurance. However, the insurance provided shall not exceed the scope of coverage or limits of this policy. Notwithstanding the foregoing sentence, in no event shall the insurance provided exceed the scope of coverage or limits required by said contract or agreement.



Authorized Representative

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

Endorsement
Number 8

MEMORANDUM NUMBER SSCRMP-2018-10	ENDORSEMENT EFFECTIVE January 1, 2018 to January 1, 2019	
NAMED MEMBER Secondary School Cooperative Risk Management Program		COVERAGE PARTS AFFECTED Coverage Part A

CHANGES

AMENDMENT OF NON-EMPLOYMENT HARASSMENT

A. Paragraph 7. of **Coverage Part A – School Liability** in **SECTION I – COVERAGE** is replaced by the following:

7. Damages because of **bodily injury** or **personal injury** which occur while insured by **Secondary School Cooperative Risk Management Program** include damages resulting from **non-employment harassment**, including sexual molestation. All such **bodily injury** or **personal injury** will be deemed to have occurred at the time of the initial **non-employment harassment** while insured by Secondary School Cooperative Risk Management Program and all such **bodily injury** or **personal injury** will be deemed to be a single **occurrence** whether committed by the same perpetrator or two or more perpetrators acting in concert and without regard to the number of (i) incidents of **non-employment harassment** taking place thereafter, (ii) victims of **non-employment harassment**, (iii) locations where the **non-employment harassment** took place, or (iv) Secondary School Cooperative Risk Management Program policy periods over which the acts of **non-employment harassment** took place. Only the Secondary School Cooperative Risk Management Program policy in effect during which such **non-employment harassment** first occurred will apply to such single **occurrence** of **non-employment harassment**. The insurance provided does not apply to any **Insured** who is found by a court of law to have committed a criminal act of **non-employment harassment**.

B. Paragraph **P. Non-employment harassment** in **SECTION IV – DEFINITIONS** is replaced by the following:

P. Non-employment harassment means actual or alleged unwelcome or offensive:

1. Physical conduct, including sexual molestation; or
2. Verbal or written conduct or conduct using visual images, including such conduct by electronic means,

against anyone other than a present or former employee of, or an applicant for employment with, the **Named Insured** and shall include any actual or alleged breach of duty by an **Insured** causing, contributing or leading to such **non-employment harassment**.



Authorized Representative

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

Endorsement
Number 9

MEMORANDUM NUMBER SSCRMP-2018-10	ENDORSEMENT EFFECTIVE January 1, 2018 to January 1, 2019	
NAMED MEMBER Secondary School Cooperative Risk Management Program		COVERAGE PARTS AFFECTED Coverage Parts A and B

CHANGES

EXCLUSION – ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY

ONE OR MORE OF THE FOLLOWING PROVISIONS APPLY WHEN THE AFFECTED COVERAGE PART IS INCLUDED IN THE POLICY.

- A.** Paragraph 23. of subsection **C. Exclusions** in **SECTION I – COVERAGE** of **Coverage Part A** is replaced with the following:

This insurance does not apply to:

23. Damages, or loss, costs or expenses because of **bodily injury, personal injury, advertising injury, or property damage** arising directly or indirectly out of:
- a. Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
 - b. The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data**.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, costs or expenses incurred by any **Insured** or others arising out of that which is described in Paragraph a. or b. above.

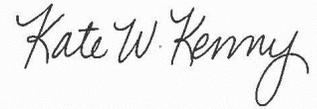
- B.** Paragraph 28. of subsection **C. Exclusions** in **SECTION I – COVERAGE** of **Coverage Part B** is replaced with the following:

This insurance does not apply to any **loss**:

28. Costs or expenses because of any **wrongful act(s)** arising directly or indirectly out of:
- a. Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

- b. The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data**.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by any **Insured** or others arising out of that which is described in Paragraph a. or b. above.

A handwritten signature in black ink that reads "Kate W. Kenny". The signature is written in a cursive style and is contained within a light gray rectangular box.

Authorized Representative

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

Endorsement
Number 10

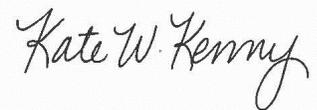
MEMORANDUM NUMBER SSCRMP-2018-10	ENDORSEMENT EFFECTIVE January 1, 2018 to January 1, 2019	
NAMED MEMBER Secondary School Cooperative Risk Management Program		COVERAGE PARTS AFFECTED Coverage Parts A and B

CHANGES

30 DAYS NOTICE OF CANCELLATION

SHOULD THE POLICY BE CANCELLED BEFORE THE EXPIRATION DATE, 30 DAYS NOTICE OF CANCELLATION WILL BE PROVIDED TO:

Illinois Secretary of State
17 N. State St, Rm 1100
Chicago, IL 60602



Authorized Representative

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

Endorsement
Number 11

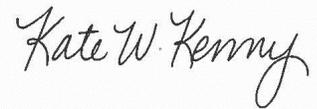
MEMORANDUM NUMBER SSCRMP-2018-10	ENDORSEMENT EFFECTIVE January 1, 2018 to January 1, 2019	
NAMED MEMBER Secondary School Cooperative Risk Management Program		COVERAGE PARTS AFFECTED Coverage Parts A

CHANGES

WATERCRAFT EXCLUSION

IT IS AGREED THAT SECTION 1 – COVERAGE, C. EXCLUSIONS, IS AMENDED TO INCLUDE THE BELOW:

24. **Bodily injury, personal injury, advertising injury, or property damage** arising out of the design, manufacture, assembly, maintenance, sale, service, ownership or operation of any watercraft; however, this exclusion shall not apply to:
- a. Non-submersible watercraft up to twenty-six (26) feet in length;
 - b. Rowing or sculling shells; or
 - c. Watercraft chartered with crew for recreational purposes for a period of up to twelve (12) hours on a U.S. Coast Guard-approved and commercially-licensed vessel operated in U.S. waters, but this limited grant of coverage does not apply to any claim relating to liability of others:
 - (1) Assumed by an **Insured**; or
 - (2) In any way involving an owner, operator or crewmember of any watercraft or to such person's estate.



Authorized Representative

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

Endorsement
Number 12

MEMORANDUM NUMBER SSCRMP-2018-10	ENDORSEMENT EFFECTIVE January 1, 2018 to January 1, 2019	
NAMED MEMBER Secondary School Cooperative Risk Management Program		COVERAGE PARTS AFFECTED Coverage Parts A

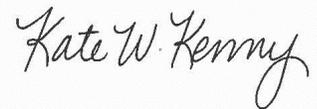
CHANGES

DAMAGE TO RENTED PREMISES

IT IS AGREED THAT WITH RESPECT TO THE DECLARATIONS PAGE, ITEM 2, COVERAGE PART A, IS AMENDED TO INCLUDE THE BELOW:

\$100,000 Damage to Rented Premises

The above is solely with respect to performances by John Hersey and Rolling Meadow High School performances at Carnegie Hall.



Authorized Representative

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

Endorsement
Number 13

MEMORANDUM NUMBER SSCRMP-2018-10	ENDORSEMENT EFFECTIVE January 1, 2018 to January 1, 2019	
NAMED MEMBER Secondary School Cooperative Risk Management Program		COVERAGE PARTS AFFECTED Coverage Part A and B

CHANGES

Additional Insured

COMMON COVERAGE CONDITIONS is amended to include the following:

S. Additional Insured

Subject to the Retained Amounts as determined in Coverage Part A and B of the policy, we agree that such insurance is amended to include as an insured NSSEO on a primary and non-contributory basis, but only with respect to the use of NSSEO's premises. However, the insurance provided shall not exceed the scope of coverage or limits of this policy.



Authorized Representative