



SCHEDULE OF FORMS AND ENDORSEMENTS

Policy No. EPS3000023 Effective Date 08/01/2025
TEXAS EDUCATIONAL DIAGNOSTICIANS' 12:01 A.M. Standard Time
ASSOCIATION
POLICYHOLDER _____ Agent No. 42511

UTS-COVPG	3-21	Cover Page
EPS-D-1	1-23	Educators Prof Liab Dec
EPS-SP-1	1-00	Forms & Endorsement Schedule
EDUCATORS PROF LIABILITY FORMS		
EPS-P-1	4-21	Educators Professional Liability Policy
EPS-12	1-23	Quarterly Adjustment-Elective Cov
EPS-16	4-21	Professional Activities Of The Insd (Participating)
UTS-9g	6-22	Service of Suit Clause
EPS-9-TX	7-20	TX-Reimburse Attorney Fees-Appraisal/Career
EPS-13-TX	1-00	TX-Notice-Settle Of Liab Claim
EPS-41-TX	7-15	TX-Amendatory Endorsement
NOTS0065TX	9-23	TX-Important Notice
NOTS0581TX	8-16	TX-Required Notice

ADDITIONAL FORMS

UTS-3g-A	3-92	Professional Rights Endt.
UTS-3g-B	3-92	Amendment of Exclusions
EPS-APP-R	1-23	Application

Underwritten by: Scottsdale Insurance Company
 Home Office: One West Nationwide Boulevard ■ Columbus, Ohio 43215
 Administrative Office: 18700 North Hayden Road ■ Scottsdale, Arizona 85255
 1-800-423-7675 ■ A Stock Company

EDUCATORS PROFESSIONAL LIABILITY POLICY DECLARATIONS

Item 1. POLICYHOLDER AND MAILING ADDRESS TEXAS EDUCATIONAL DIAGNOSTICIANS' ASSOCIATION P.O. BOX 5202 VICTORIA, TEXAS 77903	POLICY NUMBER EPS3000023 Previous Policy No.: EPS2900032
GENERAL AGENT NAME AND ADDRESS RT Specialty, LLC 820 Gessner Road, Suite 1850 Houston, TX 77024-4274	AGENT NUMBER 42511
Item 2. POLICY PERIOD	From: 08/01/2025 To: 08/01/2026 at 12:01 A.M., Standard Time at the POLICYHOLDER mailing address shown above.

Item 3. LIMITS OF LIABILITY
 Insurance applies only to those coverages for which a limit or amount is shown in **Item 3.** below. Where no limit is shown, there is no coverage.

COVERAGE A - Educators Liability Insurance	
Per INSURED , Per OCCURRENCE	\$ 1,000,000
Per OCCURRENCE	\$ 3,000,000

COVERAGE A - Educators Liability Insurance Additional Coverage		
Punitive or Exemplary Damages	\$ 5,000	Each Claim

COVERAGE B - Reimbursement of Attorney Fees	
Criminal Action or Proceeding	Per CLAIM , Per INSURED
	\$ 5,000
	Reimbursement Limit Without Regard to Final Judgement
Sexual Misconduct Action or Proceeding	Per CLAIM , Per INSURED
	\$ 5,000
Criminal or Sexual Misconduct Actions or Proceedings Annual Aggregate	Per INSURED , all CLAIMS
	\$ 10,000
Professional Rights Action or Proceeding	Per CLAIM , Per INSURED
	\$ SEE UTS-3G-A
	Reimbursement Limit Without Regard to Final Judgement
Credential Action or Proceeding	Per CLAIM , Per INSURED
	\$ 5,000
	Reimbursement Limit Without Regard to Final Judgement
Civil Rights Violation Action or Proceeding	Per CLAIM , Per INSURED
	\$ 5,000
COVERAGE B Annual Aggregate, all CLAIMS	\$ 1,000,000

Coverage C - Bail Bonds	
Per bail bond, per INSURED	\$ 1,000

Optional Coverages	
Reimbursement of Attorney Fees for Identity Theft	Per INSURED , Per Policy Period
	\$ 10,000
	Subject to COVERAGE B Annual Aggregate, all CLAIMS above
Reimbursement of Attorney Fees for Private Instruction	Per CLAIM , Per INSURED
	\$ 5,000
	Annual Aggregate, Per INSURED
	\$ 5,000
Subject to COVERAGE B Annual Aggregate, all CLAIMS above	
Assault Related Personal Property Damage	Per ASSAULT
	\$ 2,500

Item 4. Premium	
Per member rate	\$ 32.00
Per student teacher rate	\$ 16.00
Deposit Premium	\$ 14,294.00
Taxes	\$ 2,079.68
Fees	\$ 17.15

Item 5. Notice of **CLAIM** shall be given to:

RT Specialty, LLC
820 Gessner Road, Suite 1850
Houston, TX 77024-4274
Attn: Claim Administrator
Educators Professional Liability

Item 6. Policy and endorsements attached at inception:

SEE SCHEDULE OF FORMS & ENDORSEMENTS

TEXAS SURPLUS LINES TAX @ 4.85%
TEXAS STAMPING FEE @ 0.04%



ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
EPS3000023	09/01/2025	TEXAS EDUCATIONAL DIAGNOSTICIANS' ASSOCIATION	42511

DEPOSIT PREMIUM ENDORSEMENT

In consideration of an additional premium of \$14,294.00, it is hereby understood and agreed that the Deposit Premium shown in Item 4, No. 3 of the Declarations is amended to read \$28,588.00.

ADDITIONAL DEPOSIT PREMIUM - \$14,294.00

All other terms and conditions of this policy remain unchanged.

Policy Effective: 08/01/2025

TEDA1DEP.EN

/ 08/29/2025

AUTHORIZED REPRESENTATIVE
INSURED

DATE



ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
EPS3000023	10/01/2025	TEXAS EDUCATIONAL DIAGNOSTICIANS' ASSOCIATION	42511

DEPOSIT PREMIUM ENDORSEMENT

In consideration of an additional premium of \$14,292.00, it is hereby understood and agreed that the Deposit Premium shown in Item 4, No. 3 of the Declarations is amended to read \$42,880.00.

ADDITIONAL DEPOSIT PREMIUM - \$14,292.00

All other terms and conditions of this policy remain unchanged.

Policy Effective: 08/01/2025

TEDA2DEP.END

/ 08/29/2025

AUTHORIZED REPRESENTATIVE
INSURED

DATE



Underwritten by: Scottsdale Insurance Company
Home Office: One Nationwide Plaza ■ Columbus, Ohio 43215
Administrative Office: 18700 North Hayden Road ■ Scottsdale, Arizona 85255
1-800-423-7675 ■ A Stock Company

In Witness Whereof, the Company has caused this policy to be executed and attested.

A handwritten signature in cursive script, appearing to read 'Denise Styler'.

Secretary

A handwritten signature in cursive script, appearing to be a stylized name.

President

The information contained herein replaces any similar information contained elsewhere in the policy.

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
EPS3000023	08/01/2025	TEXAS EDUCATIONAL DIAGNOSTICIANS' ASSOCIATION	42511

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**REIMBURSEMENT OF ATTORNEY FEES—PROFESSIONAL RIGHTS LIMIT
AMENDMENT**

SCHEDULE

Specified Professional Rights Action or Proceeding without Regard to Final Judgment	Per Claim, Per Insured
	\$5,000
Other Professional Rights Action or Proceeding	Per Claim, Per Insured
	\$5,000
	Other Professional Rights Reimbursement without Regard to Final Judgment
	\$1,000

It is agreed that **SECTION I – INSURING AGREEMENTS, Coverage B – Reimbursement of Attorney Fees, Professional Rights Action or Proceeding** is deleted in its entirety and replaced by the following:

Specified Professional Rights Action or Proceeding

The Company will reimburse the insured for a **CLAIM** for reasonable and necessary attorney fees up to the Specified Professional Rights Action or Proceeding without Regard to Final Judgment Per Claim, Per Insured limit in the Schedule which the insured is legally obligated to pay to an attorney, but without obligation to furnish such attorney, for the defense of an action or proceeding against the insured involving dismissal, tenure, salary, leave of absence, assignment or resignation arising within the scope of employment.

Other Professional Rights Action or Proceeding

The Company will reimburse the insured for a **CLAIM** for reasonable and necessary attorney fees up to the Other Professional Rights Action or Proceeding Per Claim, Per Insured limit in the Schedule which the insured is legally obligated to pay to an attorney, but without obligation to furnish such attorney, for the defense of an action or proceeding against the insured other than dismissal, tenure, salary, leave of absence, assignment, resignation arising within the scope of employment, provided, that final judgment, in whole or in part, is rendered in favor of the insured.

However, the Other Professional Rights Action or Proceeding Limit is replaced by the Other Professional Rights Reimbursement of Attorney Fees Without Regard to Final Judgment limit shown in the Schedule for reimbursement of attorney fees without regard to final judgment;

In no event will the Company pay the Other Professional Rights Action or Proceeding limit shown in the Schedule and the Other Professional Rights Reimbursement without Regard to Final Judgment limit shown in the Schedule for the same action or proceeding.

AUTHORIZED REPRESENTATIVE

DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
EPS3000023	08/01/2025	TEXAS EDUCATIONAL DIAGNOSTICIANS ' ASSOCIATION	42511

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

REIMBURSEMENT OF ATTORNEY FEES - APPRAISAL OR CAREER LADDER ACTION OR PROCEEDING - TEXAS

SCHEDULE

Appraisal and Career Ladder Action or Proceeding	Per Claim, Per Insured
	\$ 5,000
	Subject to COVERAGE B Annual Aggregate, all CLAIMS

The following is added to **SECTION I - INSURING AGREEMENTS, Coverage B - Reimbursement of Attorney Fees**, paragraph A.:

Appraisal and Career Ladder Action or Proceeding

The Company will reimburse the insured for a **CLAIM** for reasonable and necessary attorney fees up to the Per Claim, Per Insured limit shown in the Schedule which the insured is legally obligated to pay an attorney, but without obligation to furnish such attorney, for the defense of any action brought against such insured arising out of an action or proceeding against the insured as a result of such insured's service on an appraisal or a career ladder select committee.

The limit is part of, will reduce, and is not in addition to the Coverage B - Reimbursement of Attorney Fees Annual Aggregate, all **CLAIMS** limit shown in the Declarations.

_____/_____
 AUTHORIZED REPRESENTATIVE DATE



EDUCATORS PROFESSIONAL LIABILITY POLICY

The Company agrees with the **INSURED** and the **POLICYHOLDER**, named in the Declarations and made a part hereof, in consideration of payment of the premium and in reliance upon the representations made in the application and subject to the limits of liability, exclusions, conditions, and other terms of this policy, as follows:

SECTION I - INSURING AGREEMENTS

Coverage A - Liability Coverage

- A. The Company will pay on behalf of the **INSURED** all sums which the **INSURED** shall become obligated to pay by reason of liability imposed by law for monetary damages resulting from any **CLAIM** made against the **INSURED** arising out of an **OCCURRENCE** in the course of the **ACTIVITIES OF THE INSURED IN HIS/ HER PROFESSIONAL CAPACITY** and caused by any acts or omissions of the **INSURED** or any other person for whose acts the **INSURED** is legally liable. The Company shall defend any suit seeking monetary damages which are payable under the terms of the policy, even if such suit be groundless, false or fraudulent, but the Company may make such investigation, negotiation and settlement of any **CLAIM** or suit as it may deem expedient.
- B. If suit is brought against an **INSURED** for a **CLAIM** seeking both compensatory and punitive or exemplary damages, and the Company affords a defense to such action, the Company will pay any costs, interest or damages attributable to punitive or exemplary damages. Coverage for punitive or exemplary damages will only be provided if such amounts are insurable by law in the jurisdiction in which the judgment is awarded.

The Punitive and Exemplary Damages Each Claim limit shown in the Declarations is the most the Company will pay for punitive or exemplary damages.

The Punitive or Exemplary Damages Each Claim limit shown in the Declarations is part of, and not in addition to, the limits of liability shown in the Declarations and any payment of Punitive or Exemplary Damages Each Claim limit will reduce the limits of liability shown in the Declarations.

- C. This policy applies only to **OCCURRENCES** during the policy period.

Coverage B - Reimbursement of Attorney Fees

- A. If an amount is shown in the Declarations for any of the following, the Company will reimburse the **INSURED** for a **CLAIM** for reasonable and necessary attorney fees which the **INSURED** is legally obligated to pay to an attorney, but without obligation to furnish such attorney, for the defense of any action brought against such **INSURED** arising out of the following:

Criminal Action or Proceeding

A criminal action or proceeding against the **INSURED**, including an investigation of the **INSURED** by a law enforcement authority or agency, arising out of **ACTIVITIES OF THE INSURED IN HIS/ HER PROFESSIONAL CAPACITY**.

However, if a Reimbursement Limit Without Regard to Final Judgement is shown in the Declarations, the Criminal Action or Proceeding limit only applies if the **INSURED**:

1. Pleads not guilty; and
2. Is either found not guilty or criminal charges are dismissed with prejudice;

Otherwise, the Criminal Action or Proceeding Limit is replaced by the Reimbursement Limit Without Regard to Final Judgement shown in the Declarations.

In no event will the Company pay both the Criminal Action or Proceeding Limit and Reimbursement Limit Without Regard to Final Judgement for the same action or proceeding;

Sexual Misconduct Action or Proceeding

An action or proceeding alleging intentional or negligent sexual misconduct;

Professional Rights Action or Proceeding

An action or proceeding against the **INSURED** involving dismissal, tenure, salary, leave of absence, assignment, resignation or other professional rights, duties and responsibilities, arising within the scope of employment, provided, that final judgment, in whole or in part, is rendered in favor of the **INSURED**.

However, the Professional Rights Action or Proceeding Limit is replaced by the Reimbursement of Attorney Fees Without Regard to Final Judgment limit shown in the Declarations for reimbursement of attorney fees without regard to final judgment;

In no event will the Company pay both the Professional Rights Action or Proceeding Limit and Reimbursement Limit Without Regard to Final Judgement for the same action or proceeding;

Credential Action or Proceeding

An action or proceeding against the **INSURED** involving the issuance, suspension, cancellation or revocation of any credential, life diploma, or certification document issued by the State Board of Education or Commission on Credentials, provided, that final judgment, in whole or in part, is rendered in favor of the **INSURED**.

However, the Credential Action or Proceeding Limit is replaced by the Reimbursement of Attorney Fees Without Regard to Final Judgment limit shown in the Declarations for reimbursement of attorney fees without regard to final judgment.

In no event will the Company pay both the Credential Action or Proceeding Limit and Reimbursement Limit Without Regard to Final Judgement for the same action or proceeding.

Civil Rights Violation Action or Proceeding

An action or proceeding based upon an alleged violation of civil rights guaranteed by the Constitution or civil rights statutes of the United States or of any state arising out of **ACTIVITIES OF THE INSURED IN HIS/ HER PROFESSIONAL CAPACITY** and not otherwise covered up to the limit shown in the Declarations; and

- B. As respects Coverage B, this policy applies only to actions resulting from activities of the **INSURED** which first take place during the policy period.

Coverage C - Bail Bonds

The Company will pay the premium for bail bond(s) required of the **INSURED** up to the limit shown in the Declarations, but without obligation to apply for or furnish such bond(s). As respects Coverage C, this policy applies only to any bail bond(s) required of the **INSURED** arising out of **ACTIVITIES OF THE INSURED IN HIS/ HER PROFESSIONAL CAPACITY** during the policy period.

OPTIONAL COVERAGES

If an amount is shown in the Declarations the following Optional Coverages apply:

Reimbursement of Attorney Fees for Identity Theft

- A. The Company will reimburse the **INSURED** for a **CLAIM** for reasonable and necessary attorney fees, up to the Per **INSURED**, Per Policy limit shown in the Declarations, which the **INSURED** is legally obligated to pay to an attorney, but without obligation to furnish such attorney, incurred as a result of being a victim of **IDENTITY THEFT**.

- B. This policy applies to the Reimbursement of Attorney Fees for **IDENTITY THEFT** only if such attorney fees are incurred during the policy period.
- C. The Reimbursement of Attorney Fees for Identity Theft Per **INSURED**, Per Policy Period limit shown in the Declarations is the most we will pay for each **INSURED**, per policy period. The limit is part of, will reduce, and is not in addition to the Coverage B - Reimbursement of Attorney Fees Annual Aggregate, all **CLAIMS** limit shown in the Declarations.

Reimbursement of Attorney Fees for Private Instruction Action or Proceeding

- A. The Company will reimburse the **INSURED** for a **CLAIM** for reasonable and necessary attorney fees, up to the Per **CLAIM**, Per **INSURED** limit shown in the Declarations, which the **INSURED** is legally obligated to pay to an attorney but without obligation to furnish such attorney for the defense of an action or proceeding brought against such **INSURED** arising from private instruction activities of the **INSURED**.
- B. This policy applies only to the **INSURED'S** private instruction actions or proceedings which first take place during the policy period.
- C. The Reimbursement of Attorney Fees for Private Instruction Action or Proceeding Annual Aggregate Per **INSURED** limit shown in the Declarations is the most we will pay for each **INSURED**, per policy period. The limit is part of, will reduce, and is not in addition to the Coverage B - Reimbursement of Attorney Fees Annual Aggregate, all **CLAIMS** limit shown in the Declarations.

Assault Related Personal Property Damage

- A. The Company will pay for damage or destruction of the **INSURED'S** personal property or other people's personal property when being used by, or in the care, custody or control of, an **INSURED**, provided the damage or destruction is caused by an **ASSAULT** upon the **INSURED** on or surrounding school property or while away from school property provided the **INSURED** is attending an authorized school activity.
- C. This coverage does not apply to:
 - 1. Damage or destruction of:
 - a. any motor driven device designed for transport on or off public roads. This includes, but is not limited to, autos, buses, motorcycles, motor bicycles, dune buggies, snowmobiles and golf carts;
 - b. any trailer or other device being towed by or carried on a vehicle; and
 - c. any device which travels on fixed rails or crawler treads; or
 - 2. Damage or destruction to property leased to, owned by or rented by an **EDUCATIONAL UNIT**.
- D. This policy applies only to an **ASSAULT** that takes place during the policy period.

SECTION II - DEFENSE AND SUPPLEMENTARY PAYMENTS

- A. Under Coverage A, the Company shall have the right and duty to defend any suit against the **INSURED** provided this coverage applies, seeking monetary damages because of **ACTIVITIES OF THE INSURED IN HIS/ HER PROFESSIONAL CAPACITY** even if any of the allegations of the suit are groundless, false or fraudulent. The Company shall not be obligated to pay any **CLAIM** or judgment or to defend any suit after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements.

The **INSURED**, except at his/ her own cost and for his/ her own account, shall not, without written consent of the Company, make any payment, admit any liability, settle any **CLAIM**, assume any obligation or incur any expense.

The Company shall have the right, but no duty, to appeal any judgment.

- B. The Company will pay in addition to the applicable limit of liability for Coverage A:
1. all expenses incurred by the Company, all costs taxed against the **INSURED** in any suit defended by the Company, and interest only on that part of any judgment which does not exceed the Company's limit of liability, which accrues after the entry of the judgment and before the Company has paid, offered to pay, or deposited in court that part of the judgment that does not exceed the Company's limit of liability;
 2. premiums on appeal bonds required in any suit defended by the Company and premiums on bonds to release attachments in any such suit, but in no event for an amount in excess of the applicable limit of liability of the policy. The Company shall have no obligation to apply for or furnish any such bond(s);
 3. expenses incurred by the **INSURED** for first aid to others resulting from an **OCCURRENCE** to which this policy applies; and
 4. reasonable expenses incurred by the **INSURED** at the Company's request in assisting the Company in the investigation or defense of any **CLAIM** or suit, including actual loss of earnings not to exceed one hundred dollars (\$100) per day.

SECTION III - DEFINITIONS

- A. **ACTIVITIES OF THE INSURED IN HIS/ HER PROFESSIONAL CAPACITY** means activities of the **INSURED** in the course and scope of his/ her duties as shown in the **PROFESSIONAL ACTIVITIES OF THE DEFINED INSURED ENDORSEMENT** attached to this policy.
- B. **ASSAULT** means a physical attack on an **INSURED**. Proof of an **ASSAULT** shall be a report of such **ASSAULT** to the appropriate civil police entity as soon as practicable.
- C. **CLAIM** means:
1. As respects Coverage A, an oral or written notice from any party whose intention is to hold an **INSURED** responsible for any acts or omissions of the **INSURED** arising out of an **OCCURRENCE** in the course of **ACTIVITIES OF THE INSURED IN HIS/ HER PROFESSIONAL CAPACITY**.
 2. As respects Coverage B, an oral or written notice from the **INSURED** or the **INSURED'S** attorney requesting reimbursement for attorney fees as a result of an action or proceeding arising from **ACTIVITIES OF THE INSURED IN HIS/ HER PROFESSIONAL CAPACITY**.
 3. As respects Optional Coverages Reimbursement of Attorney Fees for Identity Theft, an oral or written notice from the **INSURED** requesting reimbursement for attorney fees incurred after first discovering that they are a victim of **IDENTITY THEFT** which took place during the policy period.
 4. As respects Optional Coverages Reimbursement of Attorney Fees for Private Instruction, an oral or written notice from the **INSURED** requesting reimbursement for attorney fees as a result of an action or proceeding arising from private instruction activities of the **INSURED**.
- D. **EDUCATIONAL UNIT** means a school district, a college or university, a state department of education, an overseas dependent school operated by the Department of Defense, and/ or any other institution for which the instruction of students is its primary purpose.
- E. **FIREARM** includes, but is not limited to, guns, handguns, revolvers, pistols, rifles, shotguns, semi-automatic weapons or stun guns or similar devices.
- F. **IDENTITY THEFT** means the act of knowingly transferring or using, without lawful authority, **PERSONAL INFORMATION** with the intent to commit, or to aid or abet another to commit, any unlawful activity that constitutes a violation of federal law or a felony under any applicable state or local law.

G. **INSURED** means a person as shown in the **PROFESSIONAL ACTIVITIES OF THE DEFINED INSURED ENDORSEMENT** attached to this policy.

H. **OCCURRENCE** means an event which results in monetary damages to someone other than the **INSURED**.

An **OCCURRENCE** can involve a single, sudden event or the continuous or repeated exposure to the same conditions. If the latter, the exposure shall constitute a single **OCCURRENCE** and shall be deemed to have occurred as of the most recent exposure to said conditions.

I. **PERSONAL INFORMATION** means an individual's:

1. Social security number;
2. Medical or healthcare data, or other protected health information;
3. Driver's license number or state identification number;
4. Account number, credit card number, debit card number, security code, access code or password that permits access to that individual's financial account; or
5. Other nonpublic **PERSONAL INFORMATION** as defined in a **PRIVACY REGULATION**.

J. **POLICYHOLDER** means the association named in Item 1. of the Declarations.

K. **PRIVACY REGULATION** means state, federal, and foreign identity theft and privacy protection legislation, statutes and regulations (including, but not limited to, the Health Insurance Portability and Accountability Act, as amended, and the Gramm-Leach-Bliley Act, as amended) associated with the control or use of personally identifiable financial, medical or other sensitive information that requires commercial entities that collect **PERSONAL INFORMATION** to post privacy policies, adopt specific privacy controls, or notify individuals in the event that **PERSONAL INFORMATION** has potentially been compromised.

SECTION IV - POLICY PERIOD

All periods of insurance shall begin and end at 12:01 a.m. at the address of the **POLICYHOLDER**, except that the policy period for a new member (if all members are covered) or a newly participating member (if insurance is optional) shall begin at the time and date such member's application or election is received and approved by the association and shall expire on the expiration date specified in the Declarations or, if terminated earlier, such lesser period.

SECTION V - LIMITED WORLDWIDE LIABILITY COVERAGE

This policy shall apply anywhere in the world with respect to an **OCCURRENCE** arising out of the covered activities of any **INSURED** permanently domiciled in the United States of America though temporarily outside the United States of America, its territories or possessions, or Canada. The original suit or **CLAIM** for damages must be brought within the United States of America, its territories or possessions, or Canada.

SECTION VI - EXCLUSIONS

The Company shall not be obligated to make any payment or defend any lawsuit in connection with any **CLAIM** against the **INSURED** arising from:

- A. activities of the **INSURED** not conducted in his/ her professional capacity;
- B. activities of the **INSURED** conducted in a private business or private professional endeavor;
however, this exclusion does not apply to Reimbursement of Attorney Fees for Private Instruction Action or Proceeding;
- C. the ownership, maintenance, operation, use, loading or unloading of:

1. watercraft;
2. aircraft; or
3. vehicles of any kind, other than farm tractors not operated on public highways.

This exclusion does not apply to:

- a. an **INSURED** driver training instructor while riding as a passenger in the course of duties as an employee of a school system;
- b. an **INSURED** vocational education instructor in the course of regular instruction carried on in a shop provided by the school; or
- c. an **INSURED** while supervising students entering or exiting a school bus.

However, coverage does not apply to Items a., b. or c. above when the **INSURED** has any other insurance of any kind whatsoever which affords coverage for such **CLAIMS**.

SECTION VIII - CONDITIONS, Item C. **Other Insurance**, does not apply to this exception to Exclusion C.;

- D. liability assumed by an **INSURED** under any contract or agreement;
- E. war, whether or not declared, civil war, insurrection, rebellion, revolution, or any act or condition incidental to any of the foregoing;
- F. any obligation for which the **INSURED** or any carrier may be held liable under Workers' Compensation, Unemployment Compensation, Disability Benefits or similar laws;
- G. the rendering, failure to render, teaching or supervising of medical, surgical, dental, nursing, or other similar services, except, however, coverage would apply to:
 1. first aid and regular nursing services rendered by a school nurse employed for the purpose of rendering such services;
 2. first aid and regular nursing services rendered by a certified health aide employed for the purpose of rendering such services under the supervision of a school nurse;
 3. physical therapy rendered by a licensed physical or occupational therapist employed for the purpose of rendering such services;
 4. the administration of oral prescription medicine to a student by an **INSURED**, provided the **INSURED** has received advance written authorization for such administration from the parent or guardian of the student;
 5. emergency first aid services rendered by an **INSURED** when a school nurse or other medically trained person is not readily available;
 6. psychological therapy or treatment rendered by a counselor employed for the purpose of rendering such services;
 7. psychological therapy or treatment provided during a practicum or internship required by and supervised by an **EDUCATIONAL UNIT** as part of an advanced or specialized degree program, and provided in a clinical setting administered by the **EDUCATIONAL UNIT**; or
 8. health care services performed by the **INSURED** to students who are disabled within the meaning of the Individuals with Disabilities in Education Act, as amended, or within Section 504 of the Rehabilitation Act of 1973, when the rendering of such health care services is required by the **INSURED'S** employer, provided the parent or guardian of the student has provided advance written approval for the rendering of such services.
- H. under Coverage A, criminal acts;

- I. liability as respects **CLAIMS** brought by teachers or other employees of any school system against the **INSURED**, as defined by the policy.

However, coverage would apply to:

1. reimbursement of attorney's fees as provided under Coverage B; or
 2. **CLAIMS** or suits brought:
 - a. By teachers or other employees of any school system arising directly out of service by the **INSURED** on professional review committees and in carrying out the directives of such committees; or
 - b. By or on behalf of a minor or incompetent child of an employee of an **EDUCATIONAL UNIT**, if the **CLAIM** or suit arises out of an **OCCURRENCE** in the course of **ACTIVITIES OF THE INSURED IN HIS/ HER PROFESSIONAL CAPACITY**;
- J. an intentional act by, or at the direction of, the **INSURED**, whether or not any resulting damages are intended or foreseeable, except for such damages resulting from corporal punishment of any student by or at the direction of the **INSURED** administered as permitted by the law governing corporal punishment in the jurisdiction where the school is located;
- K. any action for equitable relief, injunctive relief, declaratory relief or any other relief or recovery that is not seeking monetary judgment, award or settlement, except as provided in Coverage B, unless the relief prayed for also seeks damages which are covered under Coverage A;
- This exclusion also applies to any fees, costs or expenses including, but not limited to claimant/ plaintiff attorney fees, related to such actions.
- L. activities of an **INSURED** while acting as a member of any school board or similarly constituted body;
- M. actual or alleged sexual misconduct, regardless of whether such misconduct is alleged to be intentional or negligent, except as provided under Coverage B - Reimbursement of Attorney Fees Sexual Misconduct Action or Proceeding;
- N. any **CLAIMS**, accusations or charges brought against an **INSURED**, and to any obligation or duty of the Company to afford defense for such **CLAIMS**, accusations or charges which are made because of any damages or injury arising out of Human Immune Deficiency Virus (HIV) or Acquired Immune Deficiency Syndrome (AIDS);
- O. any **CLAIM** against an **INSURED** by the **POLICYHOLDER** or any parent, affiliate or subsidiary of the **POLICYHOLDER**;
- P. the ownership, possession, maintenance, use (including the loading, reloading or use of ammunition), threatened use, operation or entrustment to others of any **FIREARM** by any **INSURED**; including the negligent hiring or supervision of others by any **INSURED** with respect to the ownership, possession, maintenance, use (including the loading, reloading or use of ammunition), threatened use, operation or entrustment to others of any **FIREARM**;
- Q. or out of any circumstances due to nuclear reactions, radiation or contamination, or any other nuclear incident regardless of cause;
- R. any loss, damage, cost or expense from or in any way involving, directly or indirectly, asbestos in any form, whether airborne or not, including, but not limited to:
1. Inhaling, ingesting or prolonged physical exposure to asbestos or products containing asbestos;
 2. The use of asbestos in construction or manufacturing any good, product or structure;
 3. The removal or abatement of asbestos from any good, product or structure; or
 4. The manufacture, sale, transportation, storage or disposal of asbestos or goods or products containing asbestos.

The Company shall have no duty to investigate, defend or indemnify any **CLAIM** or suit seeking such damages.

- S. any loss, damage, cost or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:
1. any sums that the **INSURED** becomes obligated to pay as damages because of an **OCCURRENCE** arising out of, resulting from, caused by or contributed to by any mold, mildew, spores, fungus, wet or dry rot, or their scent or byproducts, or of any materials containing them, at any time. The Company shall have no duty to investigate or defend any **CLAIM** or suit seeking such damages.
 2. any loss, cost, or expense, arising out of any:
 - a. request, demand, order, or statutory or regulatory requirement that any **INSURED** or any other person or organization test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of any mold, mildew, spores, fungus, wet or dry rot, or any material containing them; or
 - b. **CLAIM** or suit by or on behalf of a governmental authority or any other person or organization for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, any mold, mildew, spores, fungus, wet or dry rot, or any materials containing them.

This exclusion also applies to:

- a. any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with the above; or
- b. any obligation to share damages with or repay someone else who must pay damages because of such injury or damage, either in equity or in tort; or
- c. the duty to defend or pay sums, which may be owed under the Supplementary Payments provisions of this policy.

SECTION VII - LIMITS OF LIABILITY

Regardless of the number of **INSUREDS** under the policy, persons or organizations who sustain damages payable under this policy, and/or suits brought on account of coverage afforded by the policy, the Company's liability is limited as follows:

- A. The limit of liability stated in Item 3. of the Declarations as applicable to Coverage A, per **INSURED**, per **OCCURRENCE** is the maximum limit of the Company's liability for any one **INSURED** arising from any one **OCCURRENCE**;
- B. Subject to A. above, the limit of liability stated in Item 3. of the Declarations as applicable to Coverage A, the per **OCCURRENCE** limit, is the maximum limit of the Company's liability for all **INSUREDS** arising from any one **OCCURRENCE**;
- C. The limit of liability stated in Item 3. of the Declarations as applicable to Coverage B, per **CLAIM**, per **INSURED**, is the maximum the Company will reimburse for attorney fees to any one **INSURED** incurred in any one **CLAIM**;
- D. The limit of liability stated in Item 3. of the Declarations as applicable to Coverage B, Criminal or Sexual Misconduct Actions or Proceedings Annual Aggregate is the maximum amount the Company will reimburse any one **INSURED** in any one policy period for all **CLAIMS** paid under Coverage B, Criminal Actions or Proceedings and Sexual Misconduct Actions or Proceedings;
- E. Subject to C. and D. above, the limit of liability stated in Item 3. of the Declarations as applicable to Coverage B, Annual Aggregate, All **CLAIMS**, is the maximum amount the Company will reimburse for all attorney fees in any one policy year; and

- F. The limit of liability stated in Item 3. of the Declarations as applicable to Coverage C is the maximum the Company will pay for any one bail bond for any one **INSURED**.

SECTION VIII - CONDITIONS

A. Insured's Duties in the Event of Loss, Claim or Suit

1. In the event of an **OCCURRENCE**, written notice containing particulars sufficient to identify the **INSURED** and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the **INSURED** to the Company or any of its authorized agents as soon as practicable.
2. If **CLAIM** is made or suit is brought against the **INSURED**, the **INSURED** shall immediately forward to the Company every demand, notice, summons or other process received by the **INSURED** or the **INSURED'S** representative.
3. The **INSURED** shall cooperate with the Company and, at the Company's request, consent to being examined and questioned by a representative of the Company, under oath if necessary, attend hearings, depositions and trials and shall assist in effecting settlement, securing and giving evidence, obtaining the attendance of witnesses in the conduct of suits, as well as in the giving of a written statement or statements to the Company representatives and defense counsel. In the event of a **CLAIM** occurring likely to involve the Company hereunder, the **INSURED** shall not make any payment, assume any liability or incur any expense without the consent of the Company first being obtained. The Company shall have full discretion in the handling of any **CLAIM**, and the **INSURED** shall give full information and assistance as the Company shall reasonably require.

B. Action Against Company

No action shall lie against the Company unless, as a condition precedent, the **INSURED** shall have fully complied with all terms of this policy, or until the amount of the **INSURED'S** obligation to pay shall have been finally determined either by judgment against the **INSURED** after actual trial or by written agreement of the **INSURED**, the claimant, and the Company. Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. Nothing contained in this policy shall give any person or organization any right to join the Company as codefendant in any action against the **INSURED** to determine the **INSURED'S** liability. Bankruptcy or insolvency of the **INSURED** or the **INSURED'S** estate shall not relieve the Company of any of its obligations hereunder.

C. Other Insurance

1. This policy is specifically excess if the **INSURED** has other insurance of any kind whatsoever, whether primary or excess, or if the **INSURED** is entitled to defense or indemnification from any other source whatsoever, including by way of example only, such sources as state statutory entitlements or provisions. Other insurance includes, but is not limited to, insurance policies, state pools, and programs of self-insurance, purchased or established by or on behalf of any **EDUCATIONAL UNIT**, to insure against **CLAIMS** arising from activities of the **EDUCATIONAL UNIT** or its employees, regardless of whether or not the policy or program provides primary, excess, umbrella or contingent coverage.
2. Coverage A is specifically excess over coverage provided by any **EDUCATIONAL UNIT'S** or school board's errors and omissions or general liability policies, purchased by the **INSURED'S** employer or former employers, or self-insurance program or state pools, whether collectible or not, and it is specifically excess over coverage provided by any policy of insurance which purports to be excess to a policy issued to the **INSURED**.
3. Assault Related Personal Property Damage is excess over any valid and collectible insurance available to the **INSURED** including Homeowners and Personal Property Floater policies.

4. This Condition C. is not applicable to **SECTION VI - EXCLUSIONS**, Exclusion C.

D. Subrogation

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

E. Changes

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the Company from asserting any right under the terms of this policy, nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.

F. Cancellation or Nonrenewal

This policy may be canceled by the **POLICYHOLDER** by surrendering the policy to the Company or any of its authorized agents, or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This policy may be canceled by the Company by mailing to the **POLICYHOLDER** at the address shown in this policy, written notice stating when, not less than thirty (30) days for nonpayment of premium, or ninety (90) days for any other valid reason, such cancellation shall be effective. The mailing of notice shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the **POLICYHOLDER** or by the Company shall be equivalent to mailing.

If this policy shall be canceled by the **POLICYHOLDER**, the Company shall retain the customary short rate proportion of the premium hereon. Payment or tender of any unearned premium by the Company shall not be a condition precedent to the effectiveness of cancellation, but such payment shall be made as soon as practicable. If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended to be equal to the minimum period or limitation of such law.

In the event of cancellation by either the Company or the **POLICYHOLDER**, and with the consent of the Company, the coverage for individuals for whom premium has been paid will continue until the end of the membership year of each.

If the Company elects not to renew this policy at the end of a policy period, a written notice of nonrenewal stating the reason for such nonrenewal will be mailed or delivered to the **POLICYHOLDER** at least ninety (90) days before the expiration date of the policy. The notice will be mailed to the last known address of the **POLICYHOLDER**. If notice is mailed, proof of mailing is sufficient proof of notice.

G. Audit

The premium shown in the Declarations is provisional and is based on the number of **INSURED** members at inception. The **POLICYHOLDER** agrees to maintain a record of **INSURED** members and the policy will be subject to audit in a manner determined by the General Agent with the agreement of the Company.

H. Severability Clause

It is agreed that the application and the Declarations are the basis of this policy and are to be considered as incorporated in and constituting part of the policy. As respects the particulars and statements contained in the application, conditions and the exclusions set forth herein, this policy shall be construed as a separate agreement with each **INSURED**. Nothing in this paragraph shall be construed to increase the Company's maximum liability as set forth in Item 3. of the Declarations.

I. Sole Agent

By acceptance of this policy, the **POLICYHOLDER** will act on behalf of all **INSUREDS** with respect to:

1. exercising the option to purchase an Extended Reporting Period;
2. the giving and receiving of notice of **CLAIM** or cancellation;
3. accepting any endorsement issued to this policy;
4. paying premium when due; and
5. receiving return premium.

Each **INSURED** agrees the **POLICYHOLDER** will act on the **INSURED'S** behalf.

The **POLICYHOLDER** is charged with the responsibility of notifying the Company and all **INSUREDS** of any changes that might affect the insurance provided by this policy.

J. Terms of Policy Conformed to Statutes

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



ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	POLICYHOLDER	AGENT NO.
EPS3000023	08/01/2025	TEXAS EDUCATIONAL DIAGNOSTICIANS' ASSOCIATION	42511

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF EXCLUSIONS

It is agreed that the following exception is added to **Exclusion G.** of **SECTION VI – EXCLUSIONS:**

diagnostic evaluation rendered by a certified educational diagnostician;

/

AUTHORIZED REPRESENTATIVE
DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
EPS3000023	08/01/2025	TEXAS EDUCATIONAL DIAGNOSTICIANS'	42511

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF SUIT CLAUSE

It is agreed that in the event of the failure of the Company to pay any amount claimed to be due under this policy, the Company, at the request of the Insured (or reinsured), will submit to the jurisdiction of any court of competent jurisdiction within the United States of America and will comply with all requirements necessary to give the court jurisdiction. All matters which arise will be determined in accordance with the law and practice of the court. In a suit instituted against it under this contract, the Company agrees to abide by the final decision of the court or of any appellate court in the event of an appeal. However, nothing in this endorsement constitutes a waiver of the Company's right to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States.

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

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

COMMISSIONER OF INSURANCE
P.O. BOX 149104
AUSTIN, TX 78714-9104

Having accepted service of process on behalf of the Company, the person designated above is authorized to mail the process or a true copy to:

CORPORATION SERVICE COMPANY DBA CSC-LAWYERS INCORPORATING SERVICE CO.
211 EAST 7TH STREET, SUITE 620
AUSTIN, TX 78701-3218

_____/_____
 AUTHORIZED REPRESENTATIVE DATE





ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
EPS3000023	08/01/2025	TEXAS EDUCATIONAL DIAGNOSTICIANS' ASSOCIATION	42511

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF SETTLEMENT OF LIABILITY CLAIMS - TEXAS

The Company will notify the **POLICYHOLDER** in writing of its initial offer to compromise or settle a **CLAIM** against the insured under this policy. The notice will be given on or before the tenth (10th) day after the date on which the offer is made.

The Company will notify the **POLICYHOLDER** in writing of any settlement of a **CLAIM** against the insured made under this policy. The notice will be given on or before the thirtieth (30th) day after the date of the settlement.

_____/_____
AUTHORIZED REPRESENTATIVE DATE



ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
EPS3000023	08/01/2025	TEXAS EDUCATIONAL DIAGNOSTICIANS ' ASSOCIATION	42511

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS AMENDATORY ENDORSEMENT

Coverage A. is afforded for Educators Liability subject to the limits of liability, as stated in Item 3. of the Declarations, in excess of the underlying limit provided to Texas public school district employees through the Texas Association of School Boards (TASB) for liability for damages arising from negligence, wrongful acts or failure to act.

The following is added to the **Other Insurance Condition:**

In addition, Coverage A. is specifically excess over coverage provided by the Texas Association of School Boards (TASB).

_____/_____
AUTHORIZED REPRESENTATIVE DATE

Scottsdale Insurance Company

IMPORTANT NOTICE - TEXAS

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company. If you don't, you may lose your right to appeal.

Scottsdale Insurance Company

To get information or file a complaint with your insurance company:

Call: Scottsdale Insurance Company

Toll-free: 1-800-423-7675

Online: www.nationwideexcessandsurplus.com

Email: ESSContactUs@Nationwide.com

Mail: Scottsdale Insurance Company
18700 North Hayden Road
Scottsdale, Arizona 85255

The Texas Department of Insurance

To get help with an insurance questions or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: <http://www.tdi.texas.gov>

Email: ConsumerProtection@tdi.texas.gov

Mail: Consumer Protection
MC: CO-CP
Texas Department of Insurance
P.O. Box 12030
Austin, Texas 78711-2030

AVISO IMPORTANTE - TEXAS

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas or de apelaciones de su compañía de seguros. Si no lo hace, podría perder su derecho para apelar.

Scottsdale Insurance Company

Para obtener información o para presentar una queja ante su compañía de seguros:

Llame a: Scottsdale Insurance Company

Teléfono gratuito: 1-800-423-7675

En Línea: www.nationwideexcessandsurplus.com.

Correo Electrónico: ESSContactUs@Nationwide.com

Dirección Postal: Scottsdale Insurance Company
18700 North Hayden Road
Scottsdale, Arizona 85255

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presenta una queja en: www.tdi.texas.gov

Correo Electrónico: ConsumerProtection@tdi.texas.gov

Dirección Postal: Consumer Protection
MC: CO-CP
Texas Department of Insurance
P.O. Box 12030
Austin, Texas 78711-2030



TEXAS REQUIRED NOTICE

This insurance contract is with an Insurer not licensed to transact insurance in this state and is issued and delivered as Surplus Lines coverage under the Texas Insurance Statutes. The Texas Department of Insurance does not audit the finances or review the solvency of the Surplus Lines Insurer providing this coverage, and the Insurer is not a member of the Property and Casualty Insurance Guaranty Association created under Chapter 462, Insurance Code. Chapter 225, Insurance Code, requires payment of a 4.85% tax on gross premium.

Underwritten by: Scottsdale Insurance Company
 Home Office: One West Nationwide Boulevard • Columbus, Ohio 43215
 Administrative Office: 18700 North Hayden Road • Scottsdale, Arizona 85255
 1-800-423-7675 • A Stock Company

EDUCATORS PROFESSIONAL LIABILITY INSURANCE RENEWAL APPLICATION

RT Specialty, LLC
 820 Gessner Road, Suite 1850
 Houston, TX 77024-4274

Current Policy Number: EPS2900032

APPLICANT INFORMATION

1. **Legal Name of the Association:** Texas Educational Diagnosticians' Association
2. **Address:** P O Box 5202 Victoria, TX 77903
3. **Name of Association Administrator:** Brenda Hamm
4. **Association's Telephone Number:** 346 831 3324 **Fax Number:** _____
Website Address: www.txeda.org
5. **Date the Association's Bylaws and Constitution were last amended:** ~~December 2024~~ per confirmation from agent - Bylaws last updated in November 2022
 Please attach a copy of the Association's Bylaws if amended in the past year.

UNDERWRITING INFORMATION

6. **Current number of Association members:** 1858
7. **Expected number of Association members for upcoming policy year:** 1858
8. **Coverage desired** Blanket (All Members Insured) Elective (Members Elect Coverage)

Check All Categories of Membership Eligible for Insurance	Approximate Number of Insureds Expected for the Upcoming Policy Year
<input type="checkbox"/> General Curriculum Teachers	
<input type="checkbox"/> Physical Education Teachers (includes health, physical education, recreation and dance teachers)	
<input type="checkbox"/> Special Education Teachers	
<input type="checkbox"/> Vocational Teachers	
<input type="checkbox"/> Licensed Health Care Professionals	
<input type="checkbox"/> Student Teachers	
<input type="checkbox"/> Administrators (includes principals, assistant principals, superintendents and all other administrative positions)	
<input type="checkbox"/> Support Personnel*	
<input checked="" type="checkbox"/> All Others (describe): <u>Diagnosticians, Student Diagnosticians</u>	1300 Prof 1560 130 Students
Total number of members to be insured	1430

* **List specific duties of support personnel:** _____

10. **Do you have knowledge of any Coverage A/liability claim/third party lawsuit for damages brought against any proposed Insured not already reported?** Yes No
If "yes," provide details: _____



11. Are you aware of any circumstances which may result in a claim or suit not already reported? Yes No
 Coverage A/Liability Circumstances Coverage B/Attorney Reimbursement Circumstances
If Coverage A/Liability Circumstances, provide details: _____

POLICY TERM

This insurance is to be effective: From: August 1, 2025 To: July 31, 2026

AUTHORIZED ASSOCIATION REPRESENTATIVE

12. The official designated to receive any and all notices from the Company or General Agent to the Association concerning any policy issued as a result of this application shall be (please print or type)

Name: Brenda Hamm Title: Administrative Assistant

Attestation—The undersigned, being authorized by and acting on behalf of the Association, and all persons or concerns seeking insurance represents that the statements and facts made in this application are true and that no material facts have been suppressed or misstated. The undersigned acknowledges a continuing obligation to report to us as soon as practicable any material change in the facts and statements above, and in each supplementary application, for which applicant becomes aware after signing the application. Completion of this form does not bind coverage. The undersigned's acceptance of the Company's quotation is required prior to binding coverage and policy issuance. It is agreed that this form shall be the basis of the contract should a policy be issued.

FRAUD WARNING: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties. (Not applicable in AL, AR, CA, CO, DC, FL, KS, KY, LA, ME, MD, MN, NE, NJ, NY, OH, OK, OR, RI, TN, VA, VT, or WA.)

NOTICE TO ALABAMA APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

NOTICE TO CALIFORNIA APPLICANTS. For your protection California law requires the following to appear on this form: Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

NOTICE TO COLORADO APPLICANTS: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policy holder or claimant for the purpose of defrauding or attempting to defraud the policy holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

WARNING TO DISTRICT OF COLUMBIA APPLICANTS: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

NOTICE TO FLORIDA APPLICANTS: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

NOTICE TO KANSAS APPLICANTS: Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

NOTICE TO KENTUCKY APPLICANTS: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

NOTICE TO MAINE APPLICANTS: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

NOTICE TO MARYLAND APPLICANTS: Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO MINNESOTA APPLICANTS: A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

NOTICE TO NEW JERSEY APPLICANTS: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

NOTICE TO OHIO APPLICANTS: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

NOTICE TO OKLAHOMA APPLICANTS: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

FRAUD WARNING (APPLICABLE IN ARKANSAS, LOUISIANA AND RHODE ISLAND): Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

FRAUD WARNING (APPLICABLE IN VERMONT, NEBRASKA AND OREGON): Any person who intentionally presents a materially false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

FRAUD WARNING (APPLICABLE IN TENNESSEE, VIRGINIA AND WASHINGTON): It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

NEW YORK FRAUD WARNING: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Brenda Hamm

ASSOCIATION REPRESENTATIVE (PLEASE PRINT)

Brenda Hamm

Administrative Assistant

07/20/2025

AUTHORIZED SIGNATURE OF ASSOCIATION REPRESENTATIVE

TITLE

DATE

AGENT INFORMATION

AGENCY: The John A Barclay Agency Inc.

AGENT'S SIGNATURE: _____

John A Barclay III

AGENT'S ADDRESS: 8701 Shoal Creek Blvd. Bldg 2 Ste 201, Austin, TX 78757 Jul 21 2025

TELEPHONE NUMBER: 512-374-4927

FAX NUMBER: _____