



Student Professional Liability Insurance Program (SPLIP)

COVERAGE SUMMARY

QUESTIONS:

Amy Lightner
(415) 403-1457
Amy.Lightner@alliant.com

Van Rin
(415) 403-1408
vrin@alliant.com



INSURER:
Lloyd's of London

POLICY TERM:
July 1, 2022 to
July 1, 2023

POLICY NO:
B1820WLS22A036

This is a "claims-made and reported" policy:

Claims are required to be discovered and reported within the policy period.

HOW TO REPORT A CLAIM:

Alliant Insurance Services
560 Mission Street, 6th Floor
Attn: Elaine Tizon
(415) 403-1458
Toll Free Voice: (877) 725-7695
Fax: (415) 403-1466
Email: Elaine.tizon@alliant.com

After Hours Reporting:

Robert Frey
415-403-1445 (Voice)
415-518-8490 (Cell)
rfrey@alliant.com

CLAIM REPORTING REQUIREMENTS:

1. This is a "claims-made" and "reported" policy. Coverage is only provided for claims which are both:
(1) first made against the Insured during the Policy Period; and
(2) reported to the Insurer as soon as practicable, but not later than 30 days after expiration of the policy or applicable extended reporting period (36 months, if purchased).
2. A claim is deemed to be first made against the insured only when the Director of Systemwide Risk Management first receives notice of the claim.

RETROACTIVE DATE:

August 1, 2003

COVERAGE DESCRIPTION:

Medical Professional Liability and Educators Errors and Omissions Insurance of CSU students enrolled in a Health Profession practicum, Social Welfare program, Social Work program, or Education Credential program of the CSU who are required by a host institution to obtain general liability and/or professional liability insurance for participation in the institution's affiliation program.

ADDITIONAL INSURED:

Any affiliate institution to whom the Named Insured is obligated by written agreement to provide such coverage as is afforded by this policy.

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INSUREDS:

1. California State University (CSU)
2. All campuses of the CSU
3. Employees, Faculty, Staff of the CSU
4. CSU Students enrolled in required credited coursework such as Service Learning programs and other courses of the CSU where the internship experience is required by the course in which students earn academic units, but not including CSU students enrolled in radio, television or film academic programs of the CSU (refer to SAFECLIP).

Enrolled Student means students who are enrolled and in good standing while completing an internship and registered/enrolled in a course that requires the internship experience, including academic breaks during the **Policy Period** (including but not limited to those students enrolled in Credited Coursework Programs, HTM 515 courses or the STAR STEM Teacher and Researcher Program).

Enrolled Students also include students: (a) who have not received a letter grade in a course (e.g., assigned an "Incomplete"), but remain registered for that course until the incomplete objectives are met, but for no more than one (1) year from the granting of the incomplete; and (b) while completing an externship for pay which externship forms part of their enrolled course.

LIMITS:

Primary Layer

\$2,000,000	Professional Liability - Each Claim inclusive of Defense Expenses
\$2,000,000	General Liability - Each Claims inclusive of Defense Expenses
\$25,000	Fire Legal Liability - Per Proceeding \$250,000 Aggregate
\$4,000,000	Combined Policy Aggregate Limit of Liability - Aggregate inclusive of Defense Expenses

The combined policy aggregate limit of liability is an aggregate amount for all insureds and is not per student.

\$25,000	Medical Payments Per Person / \$250,000 Aggregate
\$25,000	School Grievance/Academic Disciplinary Hearings Per Proceeding / \$250,000 Aggregate
\$25,000	Defendant Expense Benefit Per Defendant / \$250,000 Aggregate
\$25,000	Assault Coverage Per Proceeding / \$250,000 Aggregate
\$25,000	First Aid Expenses Per Incident / \$250,000 Aggregate
\$25,000	Damage to Property of Others Per Incident / \$250,000 Aggregate
\$25,000	Licensing Board Actions Legal Defense Coverage Per Insured / \$250,000 Aggregate
\$2,000,000	Abuse or Molestation each abuse or molestation incident / \$4,000,000 Aggregate

SELF-INSURED RETENTION:

\$25,000	Each Claim inclusive of Defense Expenses
\$100,000	Aggregate

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EXCLUSION:

1. Any Professional Liability Incident or General Liability Incident which:
 - a) happened prior to the Retroactive Date or after the expiration of the Policy Period;
 - b) resulted in a Claim that was made against the Insured after expiration of the Policy Period (or any applicable extended reporting period) or was reported to Underwriters more than 30 days after expiration of the Policy Period (or after the expiration of any applicable extended reporting period);
 - c) as of the inception of Underwriters' first Policy Period, had resulted in Bodily Injury, Property Damage, Personal Injury or Advertising Injury of which the CSU Systemwide Risk Manager of the Named Insured specified in Item 1.A. of the Declarations of this policy, was aware and could reasonably have foreseen might result in a Claim.
 - d) was reported to or covered under any program of insurance or self-insurance in effect prior to the inception date of this Policy.
2. With respect to Professional Liability (Section 1), all Claims based upon, relating to or arising out of any General Liability Incident.
3. With respect to General Liability (Section 2), all claims based upon, relating to or arising out of any Professional Liability Incident.
4. Bodily injury or property damage expected or intended from the standpoint of the Insured. This exclusion does not apply to bodily injury that is a reasonably expected consequence of appropriate treatment or resulted from the use of reasonable force to protect persons or property.
5. Any dishonest, unlawful, criminal, fraudulent or malicious act, error or omission by an Insured, including the willful violation of any law, statute or ordinance committed by or with knowledge of any Insured.
6. The alternation, modification or destruction of medical records.
7. Any obligation of any Insured under any workers' compensation, unemployment compensation or disability benefits law or any similar law.
8. Any dispute between a present or former employee and any Insured with regard to the employment relationship, the termination of that relationship or such Insured's provision or termination of employee benefits, including but not limited to claims for wrongful termination, harassment or discrimination.
9. Any Claim made by any Insured against any other Insured under this Policy, but this Exclusion shall not apply to injury suffered by an Insured as a recipient of Professional Health Care Services rendered, or which fail to be rendered, by another Insured.
10. Any Claim brought by or on behalf of any individual who is receiving, or has received, Professional Services from the Insured against any other individual who is receiving, or has received, Professional Services from the Insured.
11. The rendering or failure to render Professional Services in a state while the Insured's license is under suspension or has been restricted, revoked, surrendered or otherwise terminated.
12. Bodily injury or property damage arising out of liquor for which an Insured may be held liable by reason of:
 - a) The causing or contributing to the intoxication of any person;
 - b) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
 - c) Any statute, ordinance or regulation to the sale, gift, distribution or use of alcoholic beverages;
13. Any liability of the Insured based in whole or in part on breach of promise, contract, warranty, implied warranty or misrepresentation, including any guarantees of the results of the Insured's Professional Services.
14. Any vicarious liability of the Insured for an individual who is not also an Insured.
15. Bodily injury or property damage arising out of athletic events sponsored by the Insured except those athletic events which are directly related to the treatment or care of the Insured's patient's/clients and which are limited to the Insured's patients/clients, employees and volunteers.

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EXCLUSION – CONTINUED:

16. The Insured's actual or alleged involvement in any:
 - a) anti-trust law violation;
 - b) agreement or conspiracy to restrain trade or compete unfairly;
 - c) infringement of trademark, trade name, patent or copyright; or
 - d) price-fixing
17. a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;
 - b) any act of terrorism; or
 - c) any action taken in controlling, preventing, suppressing or in any way relating to a) and/or b) above.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
18. Damages claimed for any loss, cost or expense incurred by the Insured or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:
 - a) The Insured's product;
 - b) The Insured's work; or
 - c) Impaired property;

If such product, work or property is withdrawn or recalled from the market or from use by any Insured or any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.
19. Property damage to any Insured's product.
20. With respect to the Professional Liability (Section 1) portion of this Policy, any Advertising Injury, Personal Injury or Property Damage.
21. Bodily injury or property damage for which the Insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:
 - a) Assumed in a contract or agreement that is an Insured contract provided the bodily injury or property damage occurs subsequent to the execution of the contract or agreement; or
 - b) That the Insured would have in the absence of the contract or agreement.
22. Property damage to any Insured's work arising out of it or any part of it and included in the products-completed operations hazard.

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on any Insured's behalf by a subcontractor.
23. Property damage to impaired property or property that has not been physically injured, arising out of:
 - a) A defect, deficiency, inadequacy or dangerous condition in any Insured's product or work; or
 - b) A delay or failure by any Insured or anyone acting on any Insured's 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 any Insured's product or any Insured's work after it has been put to its intended use.
24. Property damage to:
 - a) Property owned, rented or occupied by any Insured;
 - b) Premises sold or abandoned by any Insured;
 - c) Property loaned to any Insured;
 - d) Property in the care, custody or control of any Insured;

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EXCLUSION – CONTINUED:

24. e) Property on which any Insured or any contractors or subcontractors working directly or indirectly on behalf of any Insured are performing operations, if the property damage arises out of those operations;
f) Property that must be restored, repaired or replaced because work was incorrectly performed by any Insured
Paragraph (a) of this exclusion does not apply to property damage to premises rented to any Insured, if such property damage arises out of fire. A separate limit of insurance applies to this coverage as described in the Declarations.
Paragraph (b) of this exclusion does not apply if the premises are any Insured's work and were never occupied, rented or held for rental by any Insured hereunder.
Paragraphs (c), (d), (e) & (f) of this exclusion do not apply to liability assumed under a side-track agreement.
Paragraph (f) of this exclusion does not apply to property damage included in the products- completed operations hazard.
25. Personal injury or advertising injury:
 - a) Arising out of oral or written publication of material, if done by or at the direction of any Insured with knowledge of its falsity;
 - b) Arising out of oral or written publication of materials whose first publication took place before the beginning of the Policy Period.
 - c) Arising out of the wilful violation of a penal statute or ordinance committed by or with the consent of the Insured; or
 - d) For which the Insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the Insured would have in the absence of the contract or agreement.
26. Advertising injury arising out of:
 - a) Breach of contract, other than misappropriation of advertising ideas under an implied contract;
 - b) The failure of goods, products or services to conform with advertised quality or performance;
 - c) The wrong description of the price of goods, products or services; or
 - d) An offense committed by an Insured whose business is advertising, broadcasting, publishing or telecasting.
27. Bodily injury or property damage related to the ownership, maintenance, use or entrustment to others of any aircraft, auto or watercraft owned or operated by or rented or loaned to any Insured. Use includes operation and loading or unloading.
The above exclusion does not, in respect of watercraft, apply to any enrolled student placed in an externship authorized by the Named Insured.
28. Bodily injury or property damage arising out of:
 - a) The transportation of mobile equipment by an auto owned or operated by or rented or loaned to any Insured; or
 - b) The use of mobile equipment in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.
29. a) Bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water, whether above or below ground. It is understood and agreed that the intent and effect of this exclusion is to delete from any and all coverages afforded by this Policy any claim, action, judgment, liability, settlement, defense or expenses (including any loss, cost or expense arising out of any governmental direction or request that the Insured or any other party test for, monitor, clean up, remove, contain, treat, detoxify or neutralise pollutants) in any way arising out of such actual or threatened discharge, dispersal, release or escape whether such results from the Insured's activities or the activities of others and whether or not such is sudden or gradual and whether or not such is accidental, intended, foreseeable, expected, fortuitous or inevitable, and wherever such occurs; or

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EXCLUSION – CONTINUED:

29. b) Bodily injury or property damage arising out of any governmental direction or request that the Insured or any other party test for, monitor, clean up, remove, contain, treat, detoxify, or neutralise pollutants.
30. Bodily Injury or Property Damage resulting from exposure to or the manifestation, release, dispersal, seepage, migration, discharge, appearance, presence, reproduction or growth of mold, mildew, spores, mycotoxins, fungi, organic pathogens or other micro organisms of any type, nature or description. This Policy expressly excludes:
 - a) any cost, expense or charge to test, monitor, clean up, remediate, remove contain, treat, detoxify, neutralise, rehabilitate, or in any way respond to or assess the affects of mold, mildew, spores, mycotoxins, fungi, organic pathogens or other micro organisms of any type, nature or description; and
 - b) any costs, expense, charge, fine or penalty, incurred, sustained, or imposed by order, direction, request or agreement of any court, governmental agency, or any civil, public or military authority.

With respect to this exclusion, the term "organic pathogens" means any organic irritant or contaminant, including but not limited to mold, fungus, bacteria, virus, or their by products such as mycotoxins, mildew, or biogenic aerosol. "Organic pathogens" include but are not limited to Aspergillus, Penicillium, Stachybotrys Chartarum, Stachybotrys Atra, Trichodema and Fusarium Memnoniella.
31. Bodily injury or property damage arising out of asbestos or asbestos containing materials including but not limited to:
 - a) inhaling, ingesting, or physical exposure to asbestos or goods or products containing asbestos; or
 - b) the use of asbestos in constructing or manufacturing any goods, products, or structures; or
 - c) the removal of asbestos from any goods, products, or structures; or the manufacture, encapsulation, transportation, storage, handling, distribution, sale, application, mining, consumption, or disposal of asbestos or goods or products containing asbestos, or
 - d) Any governmental direction or request that the Insured or any other party, test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize asbestos or asbestos containing products.
32. Bodily injury or property damage arising out of lead paint including but not limited to:
 - a) inhaling, ingesting, or physical exposure to lead paint or goods or products containing lead paint; or
 - b) the use of lead paint in constructing or manufacturing any goods, products, or structures; or the removal of lead paint from any goods, products, or structures; or
 - c) the manufacture, encapsulation, transportation, storage, handling, distribution, sale, application, consumption, or disposal of lead paint or goods or products containing lead paint, or
 - d) arising out of any governmental direction or request that the Insured or any other party, test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize lead paint or materials containing lead paint.
33. Bodily injury arising out of silica, crystalline silica or resulting in silicosis.
34. (a) The Insured's liability:
 - i) with respect to which an Insured under this Policy is also an Insured under nuclear energy liability Policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an Insured under any such Policy but for its termination upon exhaustion of its limit of liability; or
 - ii) resulting from the hazardous properties of nuclear material and with respect to which:
 - A. any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or B. the Insured is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

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EXCLUSION – CONTINUED:

34. (b) The Insured's liability resulting from the hazardous properties of nuclear material if:
- i) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of the Insured, or (2) has been discharged or dispersed therefrom;
 - ii) 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 the Insured; or
 - iii) the liability arises out of the furnishing by the Insured 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 with the United States of America, its territories or possessions or Canada, this Exclusion (b) iii) applies only to injury to or destruction of property at such nuclear facility.
- As used in this Exclusion:
- i) "hazardous properties" includes radioactive, toxic or explosive properties;
 - ii) "nuclear material" means source material, special nuclear material or by-product material;
 - iii) "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;
 - iv) "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;
 - v) "waste" means any waste material: A. containing by-product material; and B. resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (i) or (ii) thereof;
 - vi) "nuclear facility" means: A. any nuclear reactor; B. any equipment or device designed or used for: (1) separating the isotopes of uranium or plutonium; (2) processing or utilizing spent fuel; or (3) handling, processing or packaging waste; C. any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; or D. any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste; and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; and
 - vii) "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. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.
35. in relation to liability arising outside the U.S.A., its Territories or Possessions, Puerto Rico or the Canal Zone, any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

NO EXCLUSION FOR:

1. Sexual Harassment
2. Abuse or Molestation
3. Corporal Punishment

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COMMENTS / CONDITIONS:

1. CSU students performing community service or volunteer work for academic credit and students enrolled in radio, television or film academic programs of the CSU are covered by the Student Academic Field Experience for Credit Liability Insurance Program (SAFECLIP)
2. Other CSU Students enrolled in Nursing, Allied Health, Social Work, or Education credential programs of the CSU who also perform community service or volunteer work for academic credit are covered by this Student Professional Liability Insurance Program (SPLIP) at no additional premium. Please refer to SPLIP summary for details

NURSING PROFESSIONS:

Case Manager	Nurse Practitioner:
Geriatric Nursing Assistant	Geriatric/Adult/Family Planning-GYN
Nurses Aide - Facility Setting	OB-GYN/Acute Critical Care OB-GYN
Nurses Aide - In-home Setting	Pediatric/Neonatal/Family Practice/Acute Care
Nursing Assistant - Facility Setting	Psychiatric
Nursing Assistant - In-home Setting	
Home Health Aide	
LPN/LVN	
Nurse - Anesthetists	
Nurse - Midwives	
Registered Nurse	

ALLIED HEALTH PROFESSIONS:

Art Therapist	Electrologist
Athletic Trainer	EMT- Paramedic
Audiologist	EMT- Basic/Intermediate
Blood Bank Technician	EMT- Volunteer
Bio-Medical Technician	Enterostomal Therapist
Cardiographic Technician	Exercise Physiologist
Cardiology Technician	Health Educator
Case Manager	Histologic Technician
Certified Laboratory Technician	Hospital Pharmacy Technician
Certified Medical Assistant	Kinesiologist/Kinesiotherapist
Certified Occupational Therapy Assistant	Laboratory Aide
Chiropractic Assistant	Massage Therapist
Circulation Technician	Medical Assistant
Clinical Laboratory Technician	Medical Laboratory Technician
Community Health Assistant	Medical Records Administrator
Community Health Technician	Medical Records Technician
Corrective Therapist	Medical Technician
Dance Therapist	Medical Technician Assistant
Dental Hygienist	Mental Retardation Worker
Diagnostic Medical Sonographer	Music Therapist
Dialysis Technician	Nuclear Medical Technician
Dietitian	Nutritionist
EEG (Electroencephalogram) Technician	Occupational Therapist
EKG (Electrocardiogram) Technician	Occupational Therapist Assistant
Optometry Assistant/Technician	Rehabilitation Assistant
Orthopedic Assistant	Rehabilitation Therapist
Pedorthist	Respiratory Care Practitioner
Perfusionist	Respiratory Care Provider
Personal Trainer	Respiratory Therapist
Pharmacist	Respiratory Therapist Technician



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Pharmacist Technician
Physical Therapist
Physical Therapist Assistant
Physician Assistant Podiatric Assistant
Psychologist
Radiation Therapist
Radiological Technician
Recreation Therapist

Speech Hearing Therapist
Speech Language Pathologist
Sports Medicine Instructor
Sports Medicine Therapist
Surgical Technician
Vascular Technologists
X-Ray Machine Operator

SOCIAL WORK / SOCIAL WELFARE PROFESSIONS:

Alcohol/Drug Counselor
Bodywork Counselor
Career Counselor
Case Manager
Clinical Counselor
Counselor Educator
Forensic Counselor
Genetic Counselor
Licensed Professional Clinical Counselor

Licensed Professional Counselor
Life Coach Counselor
Marriage/Family Counselor
Mental Health Counselor
Pastoral Counselor
Psychological Counselor
Rehabilitation Counselor
Social Worker

EDUCATION / TEACHING PROFESSIONS:

School Administration:

Admittance
Desegregation
Enrollment
Expulsion
Extracurricular Activities
Integration

Educational Instruction:

Career Guidance
Guidance Counseling
School Counselor
Student Consumerism
Teaching Assistants

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