SECTION I - INSURING AGREEMENTS

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. As respects Coverage A, this policy applies only to OCCURRENCES (as deýned) during the policy period.

B

A. 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 activities:

1. incurred in the defense of a criminal action or proceeding against the insured arising out of activities of the insured in his/her professional capacity;

2. incurred in the defense of 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, however, that ýnal judgment is rendered in favor of the insured. However, the Company will pay a maximum of $750 for reimbursement of attorney fees without regard to ýnal judgment;

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

C. Other Insurance

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.

In addition, 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.

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