



NAUSCH, HOGAN & MURRAY, INC.

135 PINELAWN ROAD, SUITE 202N

MELVILLE, N.Y. 11747

(212) 480-4200 • Fax: (212) 480-2920

May 22, 2024

Yonkers Public Schools
One Larkin Center
Yonkers, New York 10701
Attn: Mr. Michael Pelliccio

Re: Yonkers Public Schools
Educators Legal Liability and Employment Practices Liability
Policy Period: July 1, 2024 – July 1, 2025

Dear Mr. Pelliccio,

With respect to the upcoming renewal of Yonkers Public Schools' School Leaders' Educator's Management and Employment Practices Liability insurance, we have received favorable renewal terms from the incumbent, Greenwich Insurance Company (a member of AXA XL Group of Companies, A+, XV).

With this offer, Greenwich Insurance Company has maintained the Employment Practices Liability retention of \$100,000 with the premium increasing to \$135,134 plus \$499 market fee for a total cost of \$135,633; roughly a 35.01% increase from the expiring cost of \$100,460.

The increase in premium and retention is due to the loss history and a company mandated increase.

Greenwich has also provided the following alternative lower limit options, all subject to the same retentions (\$100,000 Retention for Educators Legal Liability and \$100,000 Retention for Employment Practices Liability):

\$1,000,000 Each Claim and in the Aggregate for a cost of \$90,287
\$2,000,000 Each Claim and in the Aggregate for a cost of \$114,472
\$3,000,000 Each Claim and in the Aggregate for a cost of \$126,564
\$4,000,000 Each Claim and in the Aggregate for a cost of \$132,610

Alternatively, Greenwich Insurance Company has provided three other Employment Practices Liability retention and premium options:

- Increase the Employment Practices Liability retention to \$125,000 at a premium of \$114,350 plus the \$499 market fee. A total cost of \$114,849, roughly a 14.32% increase from the expiring cost.
- Increase the Employment Practices Liability retention to \$150,000 to achieve a premium savings at a cost of \$108,375, roughly a 7.89% increase from the expiring cost of \$100,460.
- Further increase the Employment Practices Liability retention to \$500,000 for a cost of \$92,608 (premium \$92,109 plus a \$499 market fee). This is roughly a 7.82% decrease in cost from the expiring.

Greenwich Insurance Company is an Admitted Insurer.

Please note, as with previous policies' terms and conditions, this quote is based on defense expenses being paid outside the limit of liability with respect to insuring agreement A.1.a. Educators Wrongful Act and A.2 Employment Practices Liability and Third-Party Liability. Insuring Agreement A.1.b Non-Monetary Relief for an Educators Wrongful Act has defense expenses inside the limit of liability. Insuring Agreement A. 3. Reimbursement of Defense Expenses with respect to a Claim alleging an IEP Act, Collective Bargaining Act

INSURANCE BROKERS
REINSURANCE INTERMEDIARIES

NEW YORK / ROTTERDAM / LONDON / ST. THOMAS / RIO DE JANEIRO / SINGAPORE

Page 2
Mr. Michael Pelliccio
May 22, 2024

or Student Program Act is subject to \$100,000 each claim and in the aggregate maximum reimbursement Defense Expenses. Of course, these limits are applicable to losses covered by the terms and conditions of this policy.

There is a new endorsement added to this policy; PGU 1140 11 23 – Consumer Protection Laws Exclusion Endorsement. The language seeks to preclude coverage for consumer fraud claims including but not limited to any actual or alleged unsolicited electronic communication (copy attached).

Please note that also as with prior years, this policy will include the attached Endorsement- MANU 10 07 17 – Amend Definition of Insured - to provide limited coverage for the City of Yonkers or City of Yonkers employees for Claims arising out of services provided for or on behalf of the Named Insured.

PGU 11 70 NY 04 17 is a required endorsement in the state of New York. This endorsement is meant to provide an explanation of how Claims Made coverage and Extended Reporting Period's work. It also increases the Automatic Extended Reporting Period in the policy from seventy-five (75) days to ninety (90) days.

Form PGU 1133 01/22 US Professional Indemnity-Cyber Exclusion remains on this policy. PGU 1087 Network Security Identity Theft Event Coverage remains unavailable. Please note that an offer for a separate Cyber Liability insurance had been presented in the past and declined. If this is of interest, please let us know.

With respect to alternate market interest, we advise the following:

AIG provided a ballpark indication of \$95,000 - \$105,000 which includes a School Entity Errors and Omissions and Employment Practices Liability \$5,000,000 limit with \$100,000 Errors & Omissions Retention and \$500,000 Employment Practices Liability retention.

Ironshore indicated a ballpark \$5,000,000 limit with \$100,000 Retention for approximately \$250,000 in premium.

RSUI indicated that for a \$5,000,000 limit with \$100,000 Errors and Omissions Retention and \$250,000 Employment Practices Liability their premium will be in the \$225,000 range.

When considering the information presented above, it seems that once again, the incumbent, Greenwich Insurance Company continues to provide the most favorable terms and conditions of coverage.

As always, if you have any questions, concerns or comments please do not hesitate to contact us.

Thanks and Best Regards,



Doreen McLoughlin

dm/ms
Encl.

INSURANCE BROKERS • AVERAGE ADJUSTERS
REINSURANCE INTERMEDIARIES

NEW YORK / ROTTERDAM / LONDON / ST. THOMAS / RIO DE JANEIRO

PROPOSAL OF INSURANCE

NAMED INSURED: Yonkers Public Schools

ADDRESS: One Larkin Center
Yonkers, New York 10701

COVERAGE: Educators Legal Liability & Employment Practices Liability
(Defense Expenses Outside the Limit of Liability with respect to insuring agreement
A.1.a. Educators Wrongful Act and A. 2 Employment Practices Liability and Third-Party Liability)

SECURITY: Greenwich Insurance Company,
A member of AXA XL Group of Companies (A+, XV)
Admitted Insurer

POLICY TERM: 1st July 2024 – 1st July 2025
12:01 A.M. Standard Time at the Mailing Address shown above

POLICY FORM : PGU ELL 2001 (04/2017)-CLAIMS MADE

RETROACTIVE DATE: None; Full Prior Acts

PRIOR & PENDING LITIGATION: June 9, 1999

LIMIT OF LIABILITY: Each Claim: \$5,000,000
Aggregate: \$5,000,000

DEFENSE REIMBURSEMENT PAYMENTS LIMIT OF LIABILITY: Each Claim: \$100,000
Aggregate: \$100,000

ENHANCEMENTS: Personal Injury (See Retentions Below)
Third Party Wrongful Acts (See Retentions Below)
Back Pay/Front Pay (See Retentions Below)
Non-Monetary Relief (See Retentions Below)
Loss of Earnings (See Retentions Below)
Act of School Violence Crisis Management (Sub-Limit \$1,000,000/\$1,000,000) (See Retentions Below)

RETENTION EACH CLAIM INCLUDING LOSS ADJUSTMENT EXPENSES: \$100,000 each Educators Legal Liability Claim
\$100,000 each Employment Practices Liability Claim
\$ 35,000 each Defense Reimbursement Liability Payment

FORMS: PGU ELL 2000 08 19 Educators Liability & Employment Practices Liability-Declarations
(Other forms may apply) IL MP 9104 0314 GIC 03 14 In Witness
PGU 2002 04 17 Schedule of Policy Forms & Endorsements
PGU ELL 2001 04 17 Educators Errors and Omissions and EPL Insurance Policy
PGU ELL 1158 NY 04 17 New York Amendatory Endorsement
PGU 1000 04 17 Additional Insureds- City School District of the City of Yonkers, The Yonkers Board of Education, Yonkers City School District
PGU 1008 (ELL) 04 17 Amend Prior and Pending Litigation Exclusion-06/09/1999
PGU ELL 1048 04 17 Act of School Violence Crisis Management Coverage
PGU 1052 (ELL) 04 17 Minimum Earned Premium
PGU ELL 1120 04 17 Harassment/Bullying Coverage- \$100,000
PGU ELL 1133 04 17 Corporal Punishment Coverage

NAUSCH, HOGAN & MURRAY, INC.*Insurance Brokers •**Reinsurance Intermediaries*

135 PINELAWN ROAD, SUITE 202N

MELVILLE, N.Y. 11747

(212) 480-4200 • FAX: (212) 480-2920

NEW YORK / ROTTERDAM / LONDON / ST. THOMAS / RIO DE JANEIRO

May 22, 2024

FORMS:
(Other forms
may apply)

PGU 1137 04 17 Federal Immigration and Nationality Act Coverage - \$50,000
PGU 1138 (ELL) 04 17 Defense Only Reimbursement Coverage for Breach of Contract- \$25,000
MANU 10 07 17 Amend Definition of Insured -Same as expiring
MANU 11 07 17 Terrorism Limit
MANU 92 07 18 New York Punitive Damages Amendatory Endorsement
PGU 1170 NY 04 17 New York Regulation 121 Addendum to Declaration and Application
PGU 1171 NY 04 17 New York Changes- Transfer of Duties When a Limit is Used Up
PGU 1133 01 22 US Professional Indemnity- Cyber Exclusion
MANU 109 07 19 Crisis Fund Coverage - \$25,000
PGU 1140 11 23 Consumer Protection Laws Exclusion Endorsement – NEW
PN CW 01 01 22 Notice to Policyholders- Fraud Notice
PN CW 02 01 19 Notice to Policyholders- Privacy Policy
PN CW 05 05 19 Notice to Policyholders- U.S. Treasury Department's Office of Foreign Assets Control ("OFAC")

SUBJECTIVITY:

Written request to bind coverage is required
Backdating of coverage is not allowed
See attached Coverage Features attachment for additional information
Limits, retentions, terms and conditions quoted do not necessarily match those requested
Proposals contain a brief outline of coverages to be included in any policy that may be issued in the future.
Terms and conditions of the policy take precedence over any proposal
Minimum Earned Premium is the greater of \$1,500 or 25% of annual premium
Flat cancellation is not allowed after inception date
Fee is non-refundable

NOTES:

By purchasing this coverage, you will have the opportunity to register for PGU Employer Resource Center that provides unlimited, specific, documented, and confidential advice from employment law attorneys. It also provides on-line training courses, including sexual harassment prevention, available for both supervisors and employees. As well as, on-line tools; a state-specific employee handbook builder, forms, posters, news and more.

PREMIUM:

USD \$135,633 (Includes Terrorism, Taxes and Fees)
25% Minimum Earned
No Flat Cancellation

SPECIAL

NOTE:

Deadly weapon coverage is also available as a separate coverage.

NAUSCH, HOGAN & MURRAY, INC.

Insurance Brokers •

Reinsurance Intermediaries

135 PINELAWN ROAD, SUITE 202N

MELVILLE, N.Y. 11747

(212) 480-4200 • FAX: (212) 480-2920

NEW YORK / ROTTERDAM / LONDON / ST. THOMAS / RIO DE JANEIRO




**Professional
Governmental
Underwriters, LLC**
The Authority.

Deadly Weapon Protection for U.S. Education Providers

Overview of Key Product features:

- Deadly Weapon Protection provides 3rd Party Liability Insurance with built in Crisis Management Services.
- Policy is primary coverage for both indemnity and expense – coverage is clearly stated & clarified within the ‘Other Insurance’ condition.
- Cover basis: ‘pay on behalf’ of the **Named Insured**.
- **Maximum Limits Of Liability:** Up to \$20,000,000 each and every Deadly Weapon Event and \$50,000,000 in the policy aggregate.
- The policy provides 1st party property damage / restoration provision via the **Property Damage Extension – \$500,000 sub-limit as standard**.
- The policy can provide Business Interruption coverage via the **Business Interruption Extension Sub-Limit**.
- Policy has a built in event responder provision to provide risk management services – post binding coverage, members of the event responder team will visit the insured’s location and undertake a physical **Deadly Weapon and Security Vulnerability Assessment**
- While on site the risk management team will undertake an **Deadly Weapon Safety Action Plan Seminar**.
- Crisis Management Response Team - 24/7/365 telephone line. CrisisRisk - **<https://www.crisisrisk.com/>**
- The policy gives dedicated risk management via specific sub-limit endorsements - Crisis Management Services Endorsement, Counselling Services Sub-Limit Endorsement & Funeral Expenses Sub-Limit Endorsement.
- Broad definition/coverage of “weapon” and as such does not limit the coverage to solely that of a firearm.
- The Deadly Weapon policy provides cover if the incident was a terrorist shooting (there is **no terrorism exclusion** within the form) or if an employee undertook the shooting (no named insured exclusion as per most GL policies).
- **Application/Eligibility** – Designed for educational entities of all types and sizes, including public and private schools, charter schools, colleges and universities and day-care facilities. Easy one page application and quick quote turnaround.

Please contact PGU today if you are interested in a Deadly Weapon Protection quote for your clients!



EMPLOYERS FACE CONTINUOUSLY CHANGING EMPLOYMENT LAWS AND ONGOING EMPLOYEE ISSUES. The PGU Employer Resource Center is here to help with these challenges and deliver thousands of dollars of risk management value to your organization. These services have helped thousands of employers protect themselves from risk, and we encourage you to take full advantage.

Unlimited, specific, documented, and confidential advice from employment law attorneys



Online training courses, including sexual harassment prevention, available for both supervisors and employees



Online tools: a state-specific employee handbook builder, forms, posters, news, and more

== THOUSANDS OF DOLLARS
IN ANNUAL EMPLOYER VALUE

HOW DOES THE PGU EMPLOYER RESOURCE CENTER WORK?

Employers are provided valuable services and will be personally introduced to the following:

- + Direct access to employment law attorneys to receive confidential, documented responses to your organization's specific questions
- + Resources that address over 50 different employment law and HR/risk management issues
- + Live and recorded topical webinars, many with CE credits for HR personnel
- + A state-specific employee handbook and policy building tool and online training courses
- + Proactive regulatory updates based on each user's selected preferences
- + Dedicated relationship managers that can help you take full advantage of these benefits

ENDORSEMENT NO. _____

CONSUMER PROTECTION LAWS EXCLUSION ENDORSEMENT

This Endorsement, effective at 12:01 a.m. on _____, forms part of

Policy No.:
Issued to:
Issued by:

In consideration of the premium charged, it is hereby agreed that:

This Policy shall not apply to any Claim based upon, arising out of (in whole or in part), attributable to, relating to, or in any way involving, either directly or indirectly, any actual or alleged unsolicited electronic communication or deceptive trade practice by or on behalf of an Insured, including but not limited to any action, suit, or administrative proceeding, including by the Consumer Financial Protection Bureau (CFPB) or any other state or federal agency, brought under or alleging the violation of the following: the Telephone Consumer Protection Act (TCPA), the Federal Debt Collection Practices Act (FDCPA), the Fair Credit Reporting Act (FCRA), the CAN-SPAM Act of 2003, and the Fair and Accurate Credit Transaction Act (FACTA), including any amendments or additions thereto; or any similar federal, state, local, or foreign law, statute, regulation or statutory or common law.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

US PROFESSIONAL INDEMNITY - CYBER EXCLUSION

(Cyber Act, Cyber Incident and Data Breach exclusion)

This Endorsement, effective at 12:01 a.m. on _____, forms part of

Policy No.
Issued to
Issued by

In consideration of the premium charged:

1. This Policy shall not apply to any Claim based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving a:
 - a. **Cyber Act;**
 - b. **Cyber Incident;** or
 - c. **Data Breach.**

2. For the purposes of this endorsement, the following terms shall have the meanings set forth below:
 - a. **"Computer System"** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

 - b. **"Cyber Act"** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

 - c. **"Cyber Incident"** means:
 - i. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
 - ii. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

 - d. **"Data Breach"** means:
 - i. the theft, loss, access to, acquisition of, or unauthorized or unlawful use or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit or payment card information, health information, biometric data or any other type of non-public information, involving access to, processing of, use of or operation of any **Computer System**; or
 - ii. the violation of any statute, regulation, common-law, or any other law regulating or protecting access to collection, use or disclosure of, or failure to protect any non-public confidential or personal information in the form of **Electronic Data**.

- e. **“Electronic Data”** means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

All other terms, conditions and limitations of this Policy shall remain unchanged.

SPECIMEN

Authorized Representative

ENDORSEMENT NO. _____

AMEND DEFINITION OF INSURED

This Endorsement, effective at 12:01 a.m. on 07/01/2022 , forms part of

Policy No. ELL0950361-04
Issued to Yonkers Public Schools
Issued by Greenwich Insurance Company

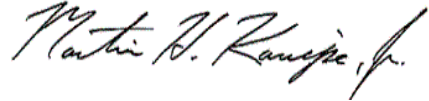
In consideration of the premium charged, it is understood and agreed that:

Section E. DEFINITIONS, Item 12. the definition of "**Insured**" is amended to include the City of Yonkers, but only with respect to **Claims** arising out of the services provided by the City of Yonkers for or on behalf of the **Named Insured**.

Section E. DEFINITIONS, Item 9. the definition of "**Employee**" is amended to include City of Yonkers' employees, but only with respect to **Claims** arising out of the services provided by such employees for or on behalf of the **Named Insured**.

Such coverage is subject to all terms, conditions and exclusions set forth in this Policy.

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

**NEW YORK REGULATION 121
ADDENDUM TO DECLARATION AND APPLICATION**

This Endorsement, effective at 12:01 a.m. on _____, forms part of

Policy No.:
Issued to:
Issued by:

In consideration of the premium charged, it is hereby agreed that:

This Claims-Made Policy Disclosure is provided in accordance with New York Law.

- I. This Policy is written on a claims-made basis.
- II. This Policy provides no coverage for **Claims** arising out of incidents, occurrences or alleged **Wrongful Acts** which took place prior to the **Retroactive date**.
- III. This Policy covers only claims actually made against the **Insured** while the Policy remains in effect and all coverage under the Policy ceases upon the termination of the Policy, except for the Automatic Extended Reporting Period coverage, unless **You** purchase Additional Extended Reporting Period coverage.
- IV. The Declaration Page is amended to include the following:

Upon termination this Policy provides a ninety (90) day Automatic Extended Reporting Period. **You** may be eligible to purchase Additional Extended Reporting Period coverage of one (1), two (2) or three (3) years in which to give written notice to **Us** of reported incidents.

During the first several years of the claims-made relationship, claims-made rates are comparatively lower than occurrence rates, and **You** can expect substantial annual premium increases, independent of overall rate level increases, until the claims-made relationship reaches maturity.

The rates for Extended Reporting Period coverage will be based on the rates in effect at the time that the Policy was issued or last renewed.

You must submit written acceptance of Additional Extended Reporting Period coverage within the greater of ninety (90) days from the effective date of termination of coverage or thirty (30) days from the date of mailing or the delivery of **Our** advice of availability of, premium for and the importance of purchasing Additional Extended Reporting Period coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

(Authorized Representative)

Doreen McLoughlin

From: Doreen McLoughlin
Sent: Wednesday, May 15, 2024 12:50 PM
To: Doreen McLoughlin
Subject: Submission for YONKERS CITY SCHOOL DISTRICT, Submission 37157978, ControlNo.S-2162115

From: Bailey, Justin D <JUSTIN.BAILEY@aig.com>
Sent: Monday, May 13, 2024 3:06 PM
To: Julie Kilts <Julie.Kilts@amwins.com>
Subject: RE: Submission for YONKERS CITY SCHOOL DISTRICT, Submission 37157978, ControlNo.S-2162115

Much appreciated!

Below is ballpark pricing for Yonker's ELL coverage.

Coverage	Limit of Liability	Retention
School Entity E&O	\$5,000,000	\$100,000
School Entity EPLI	\$5,000,000	\$500,000

Estimated Premium Range
\$95,000 - \$105,000

Thanks,

Justin Bailey
AIG Financial Lines
Tel 713.342.7206 | Cell 214.240.1378

Doreen McLoughlin

From: Doreen McLoughlin
Sent: Wednesday, May 15, 2024 12:52 PM
To: Doreen McLoughlin
Subject: Submission Acknowledgement: Yonkers City School District; Yonkers Public Schools - 07/01/2024 - Ironshore

From: Stevens, Richard A <rick.stevens@ironshore.com>
Sent: Tuesday, May 7, 2024 4:34:17 PM
To: Julie Kilts <Julie.Kilts@amwins.com>
Subject: RE: Submission Acknowledgement: Yonkers City School District; Yonkers Public Schools - 07/01/2024

I would Ball Park a \$250,000 Premium.

Rick Stevens

Senior Vice President | Ironpro
Ironshore Insurance Company LLC
28 Liberty Street Plaza, 5th Fl
New York, NY 10005
O: 646-826-6614
C: 347-404-2243
rick.stevens@ironshore.com
www.ironshore.com



From: FinLinesSubs@libertymutual.com <FinLinesSubs@libertymutual.com>
Sent: Tuesday, May 7, 2024 4:12 PM
To: julie.kilts@amwins.com
Cc: Stevens, Richard A <rick.stevens@ironshore.com>
Subject: Submission Acknowledgement: Yonkers City School District; Yonkers Public Schools - 07/01/2024



Hello,

Thank you for the submission. Your submission will be reviewed by the following underwriter(s).

[Rick Stevens](mailto:rick.stevens@ironshore.com) (646) 826-6614

If you have any questions, please contact the underwriter. We look forward to speaking with you soon.

Thank you,

Financial Lines Submissions Team

Ironshore

Email sent by: Liberty Mutual Insurance Group Inc. on behalf of Ironshore, a Liberty Mutual company, with a principal place of business at 175 Berkeley Street, Boston MA 02116 USA

© 2024 Liberty Mutual Insurance

This e-mail and any attachments may contain information that is privileged or confidential and is meant solely for the use of person(s) to whom it was intended to be addressed. If you have received this e-mail by mistake, or you are not the intended recipient, you are not authorized to read, print, keep, copy or distribute this message, attachments, or any part of the same. If you have received this email in error, please immediately inform the author and permanently delete the original, all copies and any attachments of this email from your computer. Thank you amwins.com.

Doreen McLoughlin

From: Doreen McLoughlin
Sent: Wednesday, May 15, 2024 12:54 PM
To: Doreen McLoughlin
Subject: FW: Yonkers Public Schools - Educators Legal Liability - X Date: 7/1/23 - NEED BY: 5/14/24 - RSUI

From: Gardner, Stephanie <sgardner@rsui.com>
Sent: Friday, May 10, 2024 2:17 PM
To: Julie Kilts <Julie.Kilts@amwins.com>
Subject: RE: URGENT - Yonkers Public Schools - Educators Legal Liability - X Date: 7/1/23 - NEED BY: 5/14/24

Thanks for the additional information. Our \$5M Limit for D&O/EPL is rating in the \$225K range with a \$100K / \$250K EPL SIR. Let me know if you would like me to firm this up.



Stephanie Gardner
Vice President
Management Liability

Office 404 266 3037
rsui.com