

NEW MEXICO PUBLIC SCHOOLS INSURANCE AUTHORITY

GENERAL AND AUTOMOBILE LIABILITY

MEMORANDUM OF COVERAGE – MOCL029

July 1, 2026 to July 1, 2027

ISSUED BY: New Mexico Public Schools Insurance Authority
410 Old Taos Highway
Santa Fe, New Mexico 87501

DECLARATION:

Pursuant to NMSA 1978, §22-29-1 TO 22-29-11 and New Mexico Administrative Code, Title 6, Chapter 50, Parts 1 through 18, this Memorandum of Coverage (“Memorandum”) is issued by the New Mexico Public Schools Insurance Authority (“Authority”) to its public school districts, other educational entities and charter schools (“Members”) from which the Authority has timely received the applicable premium for its risk-related coverages as listed in Schedule A attached hereto.

Term of Memorandum of Coverage:

This Memorandum of Coverage is effective from July 1, 2026 at 12:01 A.M. to July 1, 2027 at 12:01 A.M. Mountain Standard Time.

Territory:

Coverage under this Memorandum applies worldwide, but coverage does not extend to claims brought in courts outside Puerto Rico, the United States of America, its territories, possessions and Canada.

New Mexico Public Schools Insurance Authority

Signed by:
By: Alfred A. Park 5/26/2026
7A5C4B245834487
Board of Directors, President *Date*

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SECTION I – COVERAGES

Within the Limit of Liability defined in Section V:

“We” will pay **“ Ultimate Net Loss”** on **“Your”** behalf:

- A. imposed by the Tort Claims Act, [NMSA 1978 §41-4-1 through 41-4-30].
- B. arising under and subject to the substantive law of any jurisdiction other than New Mexico, including other states, territories, possessions, and the United States of America, and is not limited as provided in the Tort Claims Act [NMSA 1978 §41-4-1 through 41-4-30].
- C. imposed by the Whistle Blower Protection Act [NMSA 1978 §10-16C-1 through 10-16C-6] subject to limits of liability for **“Back Pay”**, **“Front Pay”**, and multipliers
- D. loss of **“Back Pay,”** subject to a deductible as set forth in Section VI-Liability Deductible Schedule and also subject to limits of liability as set forth below in Section V Limit of Liability.
- E. loss of **“Front Pay,”** subject to a deductible as set forth in Section VI-Liability Deductible Schedule and also subject to limits of liability as set forth below in Section V Limit of Liability.
- F. for **“Personal Injury”** or **“Bodily Injury”** or **“Property Damage”** caused by an **“Occurrence”** and resulting from the ownership, maintenance or use of any **“Automobile”** which **“You”** own or hired or borrowed or used. While any **“Automobile”** is away from the state where it is licensed, **“We”** will provide the Limits of Liability stated herein applicable to Coverage B or the minimum amounts and types of other coverages as required of out-of-state vehicles by the jurisdiction where any **“Automobile”** is being used, whichever is greater.
- G. of others for **“Personal Injury”** or **“Bodily Injury”** or **“Property Damage.”**
- H. as a result of a **“Wrongful Act.”**

- I. of others assumed or retained, but only under an **“Insured Contract.”**
- J. of an **“Additional Insured”**, but only under an **“Insured Contract.”**
- K. any award for punitive or exemplary damages awarded against **“You”** under the substantive law of a jurisdiction other than New Mexico including but not limited to other states, territories and possessions and the U.S.A., if **“You”** were acting within the scope of your duty.
- L. any award for interest on judgments against **“You”**
- M. any award for any violation of any rights, privileges or immunities secured by the constitution and laws of the United States or the constitution and laws of New Mexico when alleged to have been committed by **“You”** while acting within the scope of **“Your”** duties.
- N. arising under the New Mexico Inspection of Public Records Act [NMSA 1978 §14-2-1 through 14-2-12].
- O. arising under the New Mexico Fraud Against Taxpayers Act [NMSA 1978 §§ 44-9-1 through 44-4-19 and arising under the Federal False Claims Act [31 U.S.C. § 3729].
- P. subject to all other policy limitations and exclusions, any coverage for claims arising from or having any connection to Covid 19, including injury or death as a consequence of Covid 19, will be limited to suits brought under the New Mexico Tort Claims Act and subject to limits provided in Section 41-4-19 therein or as amended.
- Q. arising out of the New Mexico Civil Rights Act [Chapter 119, Section 1 to 14, Law 2021.] effective July 1, 2021

as a result of any one **“Occurrence”** for **“Personal Injury”** or **“Property Damage”** or **“Bodily Injury”** or **“Wrongful Act”** during the term of this Memorandum of Coverage subject to the Limits of Liability in this MOC.

“We” are under no obligation to **“You”** unless **“You”** have paid the applicable premium when due. Sections VI and VII describe stand-alone coverages and nothing in Sections I through V of this Memorandum of Coverage (except for the definitions of **“You,” “Your,” “We” or “Us”** in Section III) shall affect the intent or interpretation of these stand-alone coverages.

SECTION II – EXCLUSIONS

“We” shall not be required to perform any of the obligations specified in any of the sections of this Memorandum as respects the exclusions. The coverage does not apply:

1. To any claim, or suit seeking relief or redress in any forum other than for monetary damages, or for any costs, fees, or expenses which **“You”** shall be obligated to pay as a result of any adverse judgment for restitution, injunction, an accounting, or declaratory relief. However, **“We”** will defend **“You”** for claims or suits in which a covered claim for monetary **“Damages”** is present as long as the covered claim for **“Damages”** remains.
2. To any obligation for which **“You”** may be held liable under any workers’ compensation, disability benefits, unemployment compensation or any similar law, plan or agreement.
3. To **“Bodily Injury,”** or **“Personal Injury”**, sickness, disease or resulting death of **“You”** or **“Your”** employee arising out of or related to the course of employment by **“You”** or **“Your”** **“Employee,”** or to the spouse, child, parent, brother or sister of **“You”** or **“Your”** **“Employee”** as a consequence thereof or to any obligation to share or contribute to **“Damages”** with (or to repay) someone else because of such **“Bodily Injury”**, sickness, disease or resulting death; except liability assumed by **“You”** under an **“Insured Contract.”**
4. To **“Property Damage”** to (1) property owned by **“You”** or in the **“Your”** care, custody, or control; and (2) property rented to or leased to **“You”** where **“You”** have assumed liability under an **“Insured Contract”** for damage to or destruction of such property.
5. To loss or damage or any liability arising out of or in connection with the principles of eminent domain, condemnation or inverse condemnation, by whatever name called, regardless of whether such claims are made

directly against **“You”** or by virtue of any contract entered into by or on **“Your”** behalf.

6. With respect to **“Pollutants”** (including hazardous properties of nuclear material), to any loss, cost, or expense arising out of any:
 - A. request, demand or order that **“You”** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **“Pollutants”**; or
 - B. claim, suit or proceeding arising out of any governmental or quasi-governmental direction or request that **“You”** test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to, or assess the effects of **“Pollutants”**; or
 - C. monitoring, clean up, removal, containment, treatment, detoxification, neutralization or any other response to or assessment of the effects of **“Pollutants”** which **“You”** do voluntarily.

With respect to Asbestos:

The coverage afforded by the Memorandum does not apply to any cost, fine or penalty related to asbestos or for any expense or claim or suit seeking removal, replacement or cleanup of asbestos or asbestos related products including any of the above that **“You”** do voluntarily.

7. To any refund of taxes, fees or assessments or failure to collect and/or assess taxes, fees or assessments.
8. To any liability **“You”** incur arising, in whole or in part, out of **“Your”** obtaining remuneration or financial gain to which **“You”** are not legally entitled.
9. To any claim arising from **“Your”** activities performed for or on behalf of another private or public employer.
10. To any liability for failure to procure or maintain adequate types or amounts of insurance or bonds.
11. To all administrative costs **“You”** incur in hiring, firing, directing the work or dismissing any **“Employee”** including any claim arising out of the procedures set forth in NMSA 1978, §§22-10-1 through 27 [the School Personnel Act] or other comparable statute, rule or regulation. However, this exclusion does not apply to **“Our”** obligation to defend, adjust, settle

and pay any lawsuit claims or judgments for damages for **“Wrongful Act”** or **“Personal Injury”** or **“Property Damage.”**

12. As respects **“Uninsured, Underinsured, or Unknown Motor Vehicle”** coverage:
 - A. To any person who does not qualify as an insured under this memorandum while occupying or struck by any **“Motor Vehicle.”**
 - B. To **“You”** in settling a **“Bodily Injury”** claim without **“Our”** consent.;
 - C. To any person who pays a charge or fee to occupy a covered **“Motor Vehicle,”** when such vehicle is being used for a purpose which is not a function of the school district, other educational entity or charter school;
 - D. To any person’s use of a **“Motor Vehicle”** without having reasonable belief that the person is entitled to do so; and
 - E. To any of **“Your” “Employees,” “Your” school bus “Contractors”** or employees of **“Your” school bus “Contractors”** injured in the course of employment who are eligible for workers’ compensation benefits as a result of the injury. If **“You”** and **“Your” school bus “Contractor”** have not bargained for or paid separate full **“Uninsured, Underinsured Motorist, or Unknown Motor Vehicle”** premium for each vehicle under this Memorandum of Coverage.
 - F. Anti-Stacking. This Memorandum of Coverage does not include coverage for Stacking or **“Uninsured, Underinsured Motorist, or Unknown Motor Vehicle”** claims.
13. To automobile liability coverage or **“Uninsured, Underinsured or Unknown Motor Vehicle”** coverage of bus **“Contractor’s”** owned and operated buses when such buses are not operated for **“Your”** benefit.
14. To loss or damage or any liability arising out of or in connection with an Individuals with Disabilities Education Act, 20 USC Chapter 33 and §504 of the Rehabilitation Act of 1973 (IDEA) claim or any action in Federal District Court subsequent to an IDEA proceeding covered under Section VII of this MOC unless you have properly and timely appealed any adverse administrative decision.
15. To any counterclaim or third party claim in any lawsuit initiated by **“You,”** whether arising out of the facts in the lawsuit initiated by **“You”** or facts stated in the counterclaim or third party claim.

16. To loss or damage or any liability for which **“You”** are obligated to pay damages by reason of **“Your”** assumption of liability in a contract or agreement. This exclusion does not apply to an **“Insured Contract,”** during the term of the **“Insured Contract”**.
17. To any claim, other than an automobile liability or automobile physical damage claim, against employees or contractors of contract bus operators.
18. To any cyber-attacks including breaches of protected information, vicarious liability for data entrusted to a third-party vendor, unencrypted data, bodily or property damages arising out of loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data. Furthermore, loss of, damage to, or loss of use of **“Your”** property, bodily injury, personal injury or property damage, and any loss or claim directly or indirectly caused by or arising out of:
 - (1) Loss, theft, loss of use of, corruption, or inability to access or manipulate tangible or intangible electronic data or paper data, whether owned by **“You”** or others and including but not limited to any handheld or portable device with user-generated content;
 - (2) Loss, theft, breach, publication, unauthorized access, disclosure or use, collection or disposal of any person’s or organization’s tangible or intangible electronic data or paper data including but not limited to private, confidential or personal identifying information, medical, financial, employment, health and educational information which triggers any local, state or federal privacy regulations, as well as patents, trade secrets, processing methods or customer lists;
 - (3) Any claim for return or reimbursement of any sums or monetary value of any electronic fund transfers or transactions which is lost or diminished during the transfer;
 - (4) Any threat or series of threats to commit an intentional act against a computer network or system for purposes of demanding money or other tangible or intangible value from **“You”**;
 - (5) Cyberterrorism or any intrusive or disruptive activities against any computer system or network, or the explicit threat to use such activities with the intention to cause harm, by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s), committed for political, religious or ideological purposes including the intention to

influence any government and/or to put the public in fear for such purposes.

In no event will this agreement cover any breach notification, credit, identity and health monitoring and restoration costs; public relations costs, compliance audits, data requests, legal fees, and any local, state, federal or industry or professional organization's investigation, enforcement, remediation or monitoring costs and any fines, penalties, claims, proceedings or suits arising directly or indirectly from (1-5) above.

19. To any loss or damage caused directly or indirectly by a "certified act of terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. Act of Terrorism means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States.
20. If "**You**" are an "**Employee**," or any person under the definition of "**You**" to any monetary damages or to any costs, fees, or expenses which "**You**" shall be obligated to pay, following final adjudication, as a result of an adverse judgment against "**You**" in a civil or criminal case arising from any criminal sexual offense prohibited by law involving an adult or child, regardless of a child's enrollment status.
21. To any defense, loss or damage under the New Mexico Inspection of Public Records Act where "**We**" were not informed in writing by the members Records Custodian within 30 days of a denial for records or in the event "**You**" did not timely respond in writing to the request under the timeframes set forth in the New Mexico Inspection of Public Records Act.

SECTION III – DEFINITIONS

This Memorandum is subject to the following definitions:

1. "**Additional Insured**" means a party who is added as an insured when required by written contract under an "**Insured Contract**" for "**Bodily Injury**" or "**Personal Injury**" or "**Property Damage**" caused by (1) "**Your**" acts or omissions; or (2) the acts or omissions of those acting on "**Your**" behalf, however coverage granted or afforded to such an "Additional Insured" will not be broader than that which "**You**" are required by the written contract within the Limits of Liability in Section V;
2. "**Automobile**," "**Vehicle**" or "**Motor Vehicle**" means any land vehicle, machine, forklifts, tractor, trailer or semi-trailer propelled or

drawn by mechanical power for travel on or off public roads including any machinery or equipment permanently attached thereto.

3. **“Back Pay”** means the wages or salary and benefits that an employee would have been paid during the period between resignation from employment or termination from employment up to the time in which a claim has settled or is adjudicated.
4. **“Bodily Injury”** means any physical injury (or death) to any person, and any mental injury, emotional distress, shock, sickness, disease, disability, loss of service, "Sexual Molestation or Sexual Abuse" associated with or arising from that physical injury.
5. **“Claim”** means:
 - a. any written demand received by **“You”** alleging liability or responsibility on **“Your”** part for monetary damages or nonmonetary relief;
 - b. a lawsuit or other civil proceeding commenced by the service of a complaint or similar proceeding;
 - c. a criminal indictment commenced by the return of an indictment;
 - d. an arbitration proceeding in which **“Damages”** are claimed, and to which such proceeding the **“Member”** must submit, or does submit with **“Our”** prior written consent; or any other alternative dispute resolution proceeding in which **“Damages”** are claimed, and to which such proceeding **“You”** submit with **“Our”** consent.
 - e. A **“Claim”** does not include a circumstance that has been reported under a prior **“Memorandum of Coverage”**.
6. **“Contractor”** means a person or business entity which undertakes to do specific work for **“You”** using his own means and methods without submitting himself to **“Your”** control except as to the result of the work. **“Contractor”** does not include any persons who are on **“Your”** payroll subject to payroll withholding.
7. **“Crisis Event”** means an actual or threatened event or related series of events that has a harmful effect on a NMPSIA member’s staff, students, or reputation, including acts of an armed person or persons at a member’s location or during an activity organized by the member.
8. **“Crisis Management Services”** means the services of a team of qualified professionals providing public relations, media management, site security, and crisis counseling in response to a **Crisis Event**.
9. **“Damages”** means money **“You”** are legally obligated to pay as compensation for injury, death, pain and suffering, emotional distress, medical expenses, loss of income, necessary care and loss of services resulting from **“Personal Injury.” or "Bodily Injury" or "Wrongful Acts"**

or **"Property Damage"**. **"Damages"** also means money **"You"** are legally obligated to pay as compensation for damage to property or loss of use of property other than property owned by **"You"**. Damages includes prejudgment interest, post judgment interest, punitive and exemplary damages, **"Defense Costs"**, and the cost of Crisis Management Services following a Crisis Event. However, **"Damages"** does not mean money **"You"** are obligated to pay as compensation for any costs, fees, or expenses for **"Your"** individual **"Employee"** or any person under the definition of **"You"** as a defendant in a civil or criminal case arising from any criminal **"Sexual Molestation"** or **"Sexual Abuse"** offense prohibited by law.

Regardless of the source of **"Your"** obligation, **"Damages"** shall not include the cost to **"You"** of providing educational and educationally related services, including but not limited to, clinical, diagnostic, or testing services or the cost to **"You"** of providing medical evaluations, independent educational services, education or special education services **"You"** are legally obligated to provide **"Your"** students, whether mainstream or special education.

10. **"Defense Costs"** means reasonable fees charged by a lawyer, or a lawyer's representative, designated by us or by you with our prior written consent, and all other reasonable fees, costs and expenses, if authorized by **"Us"**, attributable to the adjustment, settlement, investigation, defense, litigation or appeal of claims and suits covered by this Memorandum. Other salaries paid to **"Your"** employees, **"Your"** office expenses and expenses paid to **"Your"** service company for handling claims are specifically excluded.
11. **"Employee"** means any person who is on **"Your"** payroll subject to pay roll withholding and whose conduct is within the course and scope of employment. **"Employee"** includes the **"Employee's"** estate, heirs, personal representatives or executors.
12. **"Executive Director"** means the person appointed to be in charge of the staff of the Authority.
13. **"FATA Claim"** means any claim arising under the New Mexico Fraud Against Taxpayers Act [NMSA 1978 §§ 44-9-1 through 44-4-19] and/or arising under the Federal False Claims Act [31 U.S.C. § 3729].
14. **"Front Pay"** means future wages or salary and benefits equal to the estimated lost earnings that would have been paid had not the employee resigned or been terminated and the time when the employee can assume a new position, where such a claim has settled or is adjudicated.

15. **“Insured Contract”** means:
 - A. a contract between **“You”** and the owner or landlord of real property for use within the scope of **“Your”** duties; or
 - B. a contract between **“You”** and a railroad operator concerning railroad tracks, spurs or sidetracks or pedestrian or vehicle crossing; or
 - C. a contract for rental or lease of a **“Motor Vehicle”**, equipment, aircraft or watercraft for use by **“You”** while acting within the scope of **“Your”** duties; or
 - D. an easement or license agreement for **“Your”** use in the scope of **“Your”** duties; or
 - E. an elevator maintenance agreement for an elevator used by **“You”** in the scope of **“Your”** duties; or
 - F. a contract between **“You”** and a private user of **“Your”** **“School Facilities”** where the person or persons providing services, such as therapy or treatment are properly licensed and are providing services to students.
 - G. A contract between **“You”** and an Independent Bus Contractor for school related activities.
 - H. That portion of a contract between **“You”** and a health care provider requiring **“You”** to assume the providers liability for negligent acts of **“Your”** student interns currently enrolled in **“Your”** health care instructional programs.
 - I. A contract where **“You”** are leasing or renting a property for **“Your”** operations for **“Bodily Injury”** or **“Personal Injury”** or **“Property Damage”** caused by (1) **“Your”** acts or omissions; or (2) the acts or omissions of those acting on **“Your”** behalf.
 - J. A contract where **“You”** are leasing or renting equipment for use on **“Your”** property for **“Bodily Injury”** or **“Personal Injury”** or **“Property Damage”** caused by (1) **“Your”** acts or omissions; or (2) the acts or omissions of those acting on **“Your”** behalf.
16. **“IPRA Claim”** means any claim under the New Mexico Inspection of Public Records Act [NMSA 1978 §14-2-1 through 14-2-12.

17. **“Occurrence”**

- A. Includes continuous or repeated exposures to substantially the same general harmful conditions, or events and all such exposures to substantially the same general condition shall be considered as arising from one **“Occurrence.”** The **“Occurrence”** shall be deemed to have occurred on the date of the initial incident.
- B. All claims by any one or more claimants arising from substantially the same or similar acts, omissions, incidents or courses of conduct, shall be considered one **“Occurrence,”** regardless of the number of alleged perpetrators. All claims during the coverage term this Memorandum applies by one or more claimants against an alleged perpetrator or perpetrators or insureds shall be considered one **“Occurrence”** regardless of the number of acts, omissions, incidents or courses of conduct by the alleged perpetrator. The **“Occurrence”** shall be deemed to have occurred on the date of the initial incident.
- C. All claims with respect to **“Sexual Harassment”** or **“Sexual Molestation or “Sexual Abuse”** shall mean all claims including **“Bodily Injury”** or **“Personal Injury”** arising from all acts committed by the same perpetrator, or two or more perpetrators acting in concert, without regard to the number of victims or incidents. The **“Occurrence”** shall be deemed to have occurred on the date of the initial incident.

- 18. **“Personal Injury”** means: an injury arising out of false arrest; false imprisonment; wrongful entry or eviction or interference with the right of occupancy; wrongful detention; malicious prosecution; humiliation; publication or utterance of a libel or slander or other defamatory or derogatory material, or an utterance in violation of an individual’s right to privacy; abuse of process; erroneous service of civil papers; discrimination or violation of civil rights;
- 19. **“Pollutants”** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, mold and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 20. **“Property Damage”** means physical injury to or destruction of tangible property including all resulting loss of use of that property
- 21. **“School Facilities”** means that part of a school district, charter school community college or university campuses or other educational entity in which instruction is offered by one or more teachers and is discernible as a building or group of buildings.

22. **"Sexual Harassment"** means actual or alleged unwelcome or offensive verbal or physical conduct of a sexual nature.
23. **"Sexual Molestation or Sexual Abuse"** means bodily injury resulting from any illegal, sexual, or wrongful conduct.
24. **"Ultimate Net Loss"** means the total sum which **"You"** become obligated to pay by reason of liability claims, either through adjudication or compromise, after making proper deduction for all recoveries and salvages, and shall also include **"Defense Costs."** Fees, charges and expenses for Third Party Claims Administrators are excluded from the **"Ultimate Net Loss."**
25. An **"Uninsured, Underinsured or Unknown Motor Vehicle"** means a **"Motor Vehicle"** of any type:
 - A. for which no bond or liability insurance policy or Memorandum applies at the time of an accident, or
 - B. for which an insuring or bonding company denies coverage or is or becomes insolvent, or
 - C. for which there is a bond or liability insurance policy or Memorandum at the time of an accident but the amount paid under the bond or policy or Memorandum is not enough to pay for the full amount **"You"** and **"Your"** passengers are legally entitled to recover.
 - D. which is a hit-and-run **"Vehicle"** and hits **"You"** or an **"Automobile"** occupied by **"You"** or that hits a covered **"Automobile"** and neither the driver nor the owner can be identified.
26. **"We", "Us" or "Our"** means the New Mexico Public Schools Insurance Authority.
27. **"Wrongful Act"** means any actual or alleged: error, act, omission, misstatement or misleading statement, neglect, negligence or breach of duty by "You" including refusal to employ, termination of employment, wrongful demotion, wrongful failure to promote, hostile work environment, wrongful discipline, defamation, humiliation, false arrest, false imprisonment, coercion, libel, slander, retaliation, invasion of privacy, failure to grant tenure, "Sexual Harassment" or discrimination. This includes coverage pertaining to errors or omissions for the administration of **"Employee"** pension and benefit plans.
28. **"You"** or **"Your"** means a school district, other educational entity, charter school or **"Employee"** as more fully defined in §41-4-3 NMSA 1978.

“You” includes educational entities as enumerated in Article 12, Section 11 of the constitution of New Mexico and other state diploma, degree-granting and certificate-granting post-secondary educational institutions, regional education cooperatives and nonprofit organizations dedicated to the improvement of public education and whose membership is composed exclusively of public-school employees, public schools or school districts.

“You” includes Students participating in Career Technical Education (CTE) courses and activities, including nurses training or similar allied health courses.

“You” includes uncompensated Volunteers performing services on **“Your”** behalf and under **“Your”** express direction and authority.

“You” includes past, present and future employees and governing boards and governing councils including directors, regents, and trustees

“You” includes student teachers, teaching assistants, and students while serving in a supervised internship program or work study program in satisfaction of course requirements.

“You” also includes a bus **“Contractor,”** but only as relates to motor vehicle liability **“You”** have agreed to cover under Sections 41-4-5 and 41-4-23B(7), NMSA 1978 from whom or on behalf of whom **“We”** have received the applicable premium.

SECTION IV – CONDITIONS

1. **Contribution Payment:**

The annual premium shall be due and payable upon inception of coverage and renewal thereafter. The amount of the annual premium will be based on rates in effect at the inception of the Memorandum and on each subsequent anniversary. **“We”** shall not be required to perform any obligations under the Memorandum if all premiums are not paid in accordance with terms outlined in **“Our”** rules as set forth in New Mexico Administrative Code, Title 6, Chapter 50, Parts 1 through 18.

2. **Inspection and Audit:**

“We” shall be permitted but not obligated to inspect **“Your”** property and operations at any time. Neither our right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on

behalf of or for the benefit of **“You”** or others, to determine or warrant that such property or operations are safe. **“You”** shall maintain records of such information as is necessary for premium computation.

3. **“Your” Duties in the Event of an Accident, Claim or Suit:**

- A. In the event of an Accident reasonably likely to be covered by this Memorandum, **“You”** shall provide **“Us”** with written notice containing particulars sufficient to identify any injured persons and also all reasonably obtainable information with respect to the time, place and circumstances of the Accident, **“Your”** contact information and the names and contact information of all available witnesses as soon as practicable.
- B. If a claim is made or suit is brought against **“You”** for **“Wrongful Act”**, **“You”** shall promptly forward to **“Us”** within 45 days every demand, notice of a **“Claim”** or circumstances which may give rise to a **“Claim”**, summons or other process received by **“You”** or **“Your”** representatives.
- C. **“You”** or **“Your”** authorized representative shall cooperate with **“Us”** and upon our request, assist in making settlements, conducting our defense and investigation of the suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to **“You”** because of all **“Damages”** with respect to which coverage is afforded under this Memorandum. **“You”** also shall answer requests for discovery, attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of the witnesses. **“You”** or **“Your”** authorized representative shall not, except at **“Your”** own cost, and without any right or recourse or reimbursement under this Memorandum, voluntarily undertake investigation, retain defense counsel, make any payment, or incur any expense, admit any liability, settle any claim, or assume any obligation on a claim or suit.
- D. Should **“You”** fail to timely report a claim or fail to act with reasonable diligence with respect to **“Your”** duty to cooperate fully with adjusters, investigators or attorneys assigned by **“Us”** to a claim or notice of claim against **“You,”** **“We”** reserve the right to determine that we will not be liable for any settlement, defense costs, Assumed Obligation, or Stipulated judgement to which **“We”** have not been timely notified.

E. All claims should be reported to:

Cannon Cochran Management Services Inc.
5700 Pasadena Avenue, NE Suite 102
Albuquerque New Mexico, 87113

505-837-8750

Or
New Mexico Public Schools Insurance Authority
410 Old Taos Highway
Santa Fe, New Mexico 87501
505-988-2736
<https://nmopsia.com>

4. Defense and Settlement:

“We” shall have the right and duty to defend any claim or suit against **“You”** seeking **“Damages”** on account of claims or suits covered under this Memorandum, but:

- A. **“We”** may investigate and settle any claim or suit at **“Our”** discretion;
- B. upon reasonable notice to **“You,”** **“Our”** right and duty to defend is terminated when the applicable limits of liability are exhausted in the payment of legal fees, **“Defense Costs,”** charges, expenses, judgments or settlements under this Memorandum;
- C. such defense shall be provided even if the allegations of the claim or suit are groundless, false or fraudulent;

5. Special Cases: Damages and Defense Costs – Limitation of Liability

The liability of an **“Employee”** or any person included within the definition of **“You”** who enters a plea agreement or is convicted for any sexual molestation, sexual or physical assault, or any transmission of child pornography under New Mexico or federal criminal statutes shall be limited. In the event of a felony plea or conviction, NMPSIA will only provide the individual **“Employee”** or any person included within the definition of **“You”** with up to but not exceeding \$1,000,000 of liability coverage for compensatory and punitive damages, including defense costs in deference to the Constitution of New Mexico, which precludes taxpayers’ monies for private purposes. As stated, the individual **“Employee”** or any person included within the definition of **“You”** will be responsible for all damages and attorney fees beyond that amount in the event of a plea or conviction.

6. Our Right to Appoint and Designate Defense Counsel

“We” shall have the right to appoint and designate counsel to represent **“You.”**

7. Cross Suits:

In the event that **“You”** allege a claim for **“Damages”** against another insured under this Memorandum, **“We”** will provide coverage, subject to the limits of liability, conditions, and exclusions of this Memorandum, in the same manner as if separate Memorandums had been issued to **“You”** and the other insured. **“We”** agree to waive all rights of subrogation against all or any of **“You”** in such a case.

8. Bankruptcy and Insolvency:

“We” shall not be relieved of the payment of any claims under this Memorandum because of **“Your”** bankruptcy or insolvency.

9. Other Coverage:

- A. Notwithstanding the terms and conditions of any other insurance clause or clauses in any policy or policies, where coverage is available to **“You,”** the coverage afforded under this Memorandum is intended to be and shall be excess coverage. Under no circumstances shall the coverage afforded by this Memorandum be considered pro rata, concurring or coexistent.
- B. If any other coverage is available to **“You,”** whether such coverage is called excess over, contingent basis or pro rata with other valid and collectible coverage or not, the coverage afforded under this Memorandum shall not apply until such other coverage has been exhausted. This clause does not apply with respect to excess coverage purchased specifically to be in excess of this Memorandum.

10. Subrogation:

In the event of any payment under this Memorandum, **“We”** shall be subrogated and otherwise entitled to all rights of recovery against any person or organization. **“You”** shall execute and deliver all instruments and papers and do whatever else is necessary to transfer and secure such rights. **“You”** shall do nothing after loss to prejudice such rights. **“You”** may waive any right of recovery **“We”** may have against the person or organizations because of payments **“We”** make for injury or damage arising out of **“Your”** ongoing operations of **“Your”** work done under contract with that person or organization and included in the products-completed operations hazards, but this condition only applies to the extent that subrogation is waived prior to the loss under a written contract with the person or organization. In case any reimbursement is obtained or recovery is made by **“You”** or by **“Us”** on account of any loss covered by this Memorandum, the net amount of such reimbursement or recovery, after deducting the actual cost of obtaining or making the same off the top of

any recovery, (a reasonable and necessary attorneys' fee may be deducted) shall be applied in the following order:

- A. First, to the amount of loss which exceeds the applicable limit of liability;
- B. Second, to reduce our loss until **"We"** are fully reimbursed;
- C. Third, to reduce **"Your"** loss because of the application of any deductible.

11. Assignment:

Assignment of an interest under this Memorandum shall not bind **"Us"** unless **"We"** give our written consent. If, however, **"You"** shall die, such coverage as is afforded by this Memorandum shall apply:

- A. to **"Your"** legal representative, acting as **"You,"** but only while acting within the scope of his duties as such; and
- B. with respect to **"Your"** property to the person having proper temporary custody thereof, but only until the appointment and qualification of the legal representative.

12. Termination:

This Memorandum and coverage may be terminated by **"You"** or by **"Us"** according to the terms of New Mexico Administrative Code, Title 6, Chapter 50, Parts 1 through 18.

13. Statutory Provisions:

Terms of this Memorandum which are in conflict with the statutes of the State of New Mexico are amended to conform to such statutes.

14. Administrative Appeal:

If **"You"** make a claim for coverage and **"We"** do not agree that the claim is a covered claim under the Memorandum or **"We"** decide to apply the Memorandum to **"Your"** claim in a manner **"You"** disagree with, then, upon written demand of either, the matter or matters upon which we do not agree shall be adjudicated pursuant to Title 6, Chapter 50, Part 16 of the New Mexico Administrative Code (Administrative Appeal of Authority Coverage Determinations).

- 15. If **"We"** have expended funds to settle claims against **"You"** and it is later determined that there is no coverage under this Memorandum for one or

more of those claims, “**We**” reserve the right to seek reimbursement for those funds.

16. Fraudulent Claims:

If “**You**” shall make or cause to be made any claim knowing the claim to be false or fraudulent in any material manner, this coverage shall become void and all “**Your**” rights hereunder shall be forfeited.

17. Changes:

Notice to any of “**Our**” agents or knowledge possessed by any of “**Our**” agents or by any other person shall not affect a waiver or a change in any part of this coverage or prevent “**Us**” from asserting any rights under the terms of this coverage, nor shall the terms of this coverage be waived or changed, except by endorsement issued to form a part of this coverage.

18. Action Against “**Us**”:

Not until “**We**” determine the amount of the “Ultimate Net loss” shall any administrative appeal with regards to a coverage disagreement be made.

SECTION V – LIMIT OF LIABILITY

Refer to separate self-insured limits applicable to Section VI and VII

Coverage Parts	Limit	Terms
State Tort Claims Act Limits Section 41-4-19 or as amended	\$200,000	Property Damage per property address
	\$300,000	Medical Expenses
	\$400,000	Bodily Injury, Personal Injury Per Person
	\$750,000	Per Occurrence
New Mexico Civil Rights Act Section [Chapter 119, Section 1 to 14, Law 2021.] effective July 1, 2021	\$2,000,000 Per Claimant, inclusive of the claimants’ costs of action and reasonable attorney fees	“Personal Injury”, “Bodily Injury”, Property Damage” and, “Wrongful Acts”

Coverage Parts	Limit	Terms
Back Pay including multipliers under any statute including the New Mexico Whistleblower Protection Act	\$500,000	Per Occurrence. Member Deductible Applies. See Section VI Member Deductible Schedule
Front Pay including multipliers under any statute including the New Mexico Whistleblower Protection Act	\$500,000	Per Occurrence. Member Deductible Applies. See Section VI Member Deductible Schedule
Out of State and Federal Coverage	\$45,000,000 except with regard to auto liability which will be limited to the caps in the New Mexico Tort Claims Act Limits Section 41-4-1 et seq as amended	Per Occurrence , Annual Aggregate for Personal Injury, Bodily Injury, Property Damage and Wrongful Act
Insured Contract with an Independent Bus Contractor for school related activities.	\$45,000,000	Per Occurrence, for Bodily Injury, Personal Injury and Property Damage
Sexual Molestation or Sexual Abuse	\$45,000,000 \$45,000,000	Per Occurrence, Pool Annual Aggregate
Sexual Molestation or Sexual Abuse for Individual Civil and Criminal Defendants	\$1,000,000 including defense costs in deference to the Constitution of New Mexico.	Per Occurrence, for Compensatory and Punitive Damages See Section IV - Conditions

Coverage Parts	Limit	Terms
Any claims under the New Mexico Fraud Against Taxpayers Act [NMSA 1978 §§ 44-9-1 through 44-4-19 or any claims under the Federal False Claims Act [31 U.S.C. § 3729].	\$1,000,000	Per Occurrence
Any claims under the New Mexico Inspection of Public Records Act [NMSA 1978 §14-2-1 through 14-2-12, subject to Notice Provisions under Section II.	\$100,000	Per Occurrence

SECTION VI – LIABILITY DEDUCTIBLE SCHEDULE

NMPSIA's Self-Insured Retention for Liability

Coverage	Member Deductible	Terms
Deductible applies to State Tort Claims Act Limits Section 41-4-19 or as amended, New Mexico Civil Rights Act, Out of State, Federal and Sovereign Nations Coverage, and Sexual Molestation or Sexual Abuse	\$0	\$200,000 Property Damage per property address \$300,000 Medical Expenses \$400,000 Bodily Injury, Personal Injury Per Person \$750,000 Per Occurrence

Coverage	Member Deductible	Terms
Sexual Molestation or Sexual Abuse Each Member is assigned a deductible based on your District/School size and Average Daily Attendance (ADA)	\$20,000 MOP \$80,000 \$80,000 MOP \$320,000 \$150,000 MOP \$600,000 \$250,000 MOP \$1,000,000 \$400,000 MOP \$1,600,000 \$500,000 MOP \$2,000,000	(ADA) Micro 0 to 200 Small 201 to 1,000 Small Medium 1,001 to 2,500 Medium 2,501 to 4,999 Medium Large 5,000 to 9,999 Large 10,000+ Deductible applies on a Per Claim basis. Maximum out-of-pocket (MOP) deductible applies. The one-time \$25,000 deductible applies to all costs NMPSIA incurs investigating a claim, even when NMPSIA ultimately determines the case is meritless.
Back Pay Deductible Each Member is assigned a deductible based on your Full Time Employee (FTE) Count	\$ 2,500 \$ 5,000 \$ 30,000 \$ 50,000	0 to 25 026 to 250 251 to 500 501 and Up
Front Pay Deductible Each Member is assigned a deductible based on your Full Time Employee (FTE) Count	\$ 2,500 \$ 5,000 \$ 30,000 \$ 50,000	0 to 25 026 to 250 251 to 500 501 and Up
Any claims under the New Mexico Inspection of Public Records Act [NMSA 1978 §14-2-1 through 14-2-12)	\$ 7,500	Per Occurrence

SECTION VII – LIMITED CRIMINAL DEFENSE COVERAGE

(This coverage is self-insured.)

1. **Reimbursement Only With Respect to Coverages B and C:**

With regard to coverages B and C, this is reimbursement coverage only. No liability for payment of a claim shall occur unless **“You”** present to **“Us”** proof of loss and **“Your”** exoneration or dismissal of all charges.

2. **Covered Events:**

- A. Reasonable attorney fees and costs incurred by **“You”** in defending a **“Criminal Proceeding”** arising out of acts authorized by the formal student corporal punishment policy of **“Your”** employer.
- B. Reasonable attorney fees and costs incurred by **“You”** in defending a **“Criminal Proceeding”** alleging **“Sexual Abuse”** or **“Molestation”** of a student if **“You”** are fully exonerated by a court or if all charges are dismissed with prejudice or, if without prejudice, then all of the requirements of Section 6 (E) are met.
- C. Reasonable attorney fees and costs incurred by **“You”** in defending a **“Criminal Proceeding”** alleging **“Assault”** or **“Battery”** if **“You”** are fully exonerated by a court or, if all charges are dismissed with prejudice or, if without prejudice, then all of the requirements of Section 6 (E) are met.

3. **Limitation of Liability (maximum amounts of coverage):**

“We” shall not be obligated to pay attorney fees in excess of \$100 per hour, plus reasonable court costs incurred by **“Your”** defense, including costs of experts subject to the following maximum amounts:

A. **“Corporal Punishment”**

\$5,000 when all charges are misdemeanors, or
\$15,000 when one or more felony charges are brought;

for each and all **“Criminal Proceedings”** brought against **“You”** arising from the occurrence.

B. **“Sexual Abuse” or “Molestation”**

\$30,000 for each and all **“Criminal Proceedings”** brought against **“You”** arising from the occurrence.

C. **“Assault” or “Battery”**

\$5,000 when all charges are misdemeanors, or
\$15,000 when one or more felony charges are brought;

for each and all **“Criminal Proceedings”** brought against **“You”** arising from the occurrence.

4. Determination of Coverage:

The determination of whether a **“Criminal Proceeding”** which alleges **“Corporal Punishment,” “Sexual Abuse,” “Molestation,” “Assault” or “Battery”** arises from an occurrence in the course and scope of **“Your”** employment or arises out of **“Your”** educational employment activities shall in the first instance be based on **“Your”** response or the response of **“Your”** attorney, to the allegations made against **“You”**. If evidence obtained as a result of investigation, litigation or otherwise demonstrates that **“Your”** responses with regard to scope of employment are not credible, **“We”** may at any time thereafter determine that the incidents did not occur in the course and scope of **“Your”** employment. In the event **“We”** determine that **“Your”** initial claim that such was within the course and scope of **“Your”** employment was false, **“We”** shall be entitled to reimbursement of the attorneys fees, costs and other expenses incurred by **“Us”** in investigating the question of whether the incidents occurred in the course and scope of **“Your”** employment and any attorneys fees or costs paid by **“Us”** in **“Your”** defense.

5. Definitions:

A. **“Assault” or “Battery”:**

Means **“You”** are charged with any of the following offenses:

- 1) Assault, §30-3-1, NMSA 1978;
- 2) Aggravated Assault, §30-3-2, NMSA 1978;
- 3) Assault with the Intent to Commit a Violent Felony, §30-3-3, NMSA 1978;
- 4) Battery, §30-3-4, NMSA 1978;
- 5) Aggravated Battery, §30-3-5, NMSA 1978;
- 6) Abandonment or abuse of a child, §30-6-1, NMSA 1978.

B. “Sexual Abuse” or “Molestation”:

Means **“You”** are charged with any of the following offenses:

- 1) Contributing to Delinquency of a Minor, §30-6-3, NMSA 1978;
- 2) Criminal Sexual Penetration, §30-9-11, NMSA 1978;
- 3) Criminal Sexual Contact, §30-9-12, NMSA 1978;
- 4) Criminal Sexual Contact of a Minor, §30-9-13, NMSA 1978;
- 5) Sexual Exploitation of Children, §30-6A-3, NMSA 1978.

C. “Corporal Punishment”:

Means **“You”** are charged with any of the following offenses:

- 1) Battery as defined in §30-3-4, NMSA 1978;
- 2) Aggravated Battery as defined in §30-3-5(B) where you were acting as authorized by the formal corporal punishment policy of your employer.

D. “Criminal Proceeding”:

Means the prosecution of **“You”** commenced by the filing, in a Municipal Court or State of New Mexico, Magistrate, Metropolitan or District Court, of any information, complaint, or indictment, alleging that **“You”** had committed one or more crimes within the Coverages. Any such prosecution shall be considered a single criminal proceeding, notwithstanding the fact that the prosecution may involve multiple incidents, multiple counts or charges, and/or multiple trial and/or appellate proceedings. A subsequent or different prosecution based on the same incidents, acts, or events that provided the basis for the original prosecution shall not constitute a separate criminal proceeding.

6. Restrictions:

- A. Method of Payment: **“Corporal Punishment”** defense shall be on a “pay-on-behalf of” basis; **“Sexual Abuse,” “Sexual Molestation”** and **“Assault and Battery”** defense shall be on reimbursement basis upon exoneration.

- B. No coverage is provided for fees or costs incurred prior to at least one of the following events: (1) a target notice is sent to **"You"**; (2) a criminal complaint is filed against **"You"**; or (3) **"You"** are arrested.
- C. If, after investigation, the claim is determined not to fall within **"Your"** scope of employment or the terms of coverage, **"We"** shall be entitled to reimbursement of payments made previously.
- D. Notice of occurrence which may give rise to a claim must be given to **"Us"** as soon as practicable.
- E. In the event **"You"** rely for reimbursement on the charges being dismissed against **"You"** without prejudice, a copy of a notice of dismissal or no true bill must be provided to **"Us"** in order to receive reimbursement and:
 - 1) all of the offenses charged in the complaint, indictment or information are dismissed with prejudice or if dismissed without prejudice are not again filed within the statute of limitations: or
 - 2) there is a hung jury on the rest of the charges or a combination of an acquittal on a charge or charges and a hung jury on the rest of the charges and the right to retry **"You"** is not preserved: or
 - 3) **"You"** received a target notice and the grand jury to which the case was presented issued a no true bill.
- 7. Method of Payment of Coverage A Claims:

With regard to Coverage A, if **"We"** determine from our investigation that the acts were done in the course and scope of **"Your"** employment and were authorized by **"Your"** employer's corporal punishment policy, **"We"** will assume the reasonable cost of **"Your"** defense and pay as such costs accrue within the limits above, subject to further investigation.
- 8. Action Against **"Us"**:

No action shall lie against **"Us"** and no claim with regard to a coverage issue shall be made with respect to defense costs for a **"Criminal Proceeding,"** unless as a condition precedent thereto, **"You"** have fully complied with all the terms of this coverage, nor until the amount of the obligation to pay by **"Us"** shall have been finally determined either by final verdict or judgment after actual trial or by written agreement between **"You"** and **"Us."**

9. Multiple Counts or Charges Under Coverages B and C:

For purposes of these coverages, a series of alleged continuous actions by “**You**” shall constitute a single occurrence and the limitation of liability herein shall apply to criminal proceedings arising out of a series of alleged continuous actions by “**You**”.

10. Cancellation:

There has been no additional premium charged by “**Us**” for this limited criminal defense coverage and therefore, no consideration for this coverage has been paid by “**You**” or “**Your**” employer and therefore this coverage may be cancelled by “**Us**” by mailing to “**Your**” employer at the addresses shown in our records, written notice stating when, not less than sixty (60) days thereafter, such cancellation shall be effective. On receipt of such notice “**Your**” employer shall provide similar mailed or delivered notice to “**You**” and such notice shall be provided no less than fifteen (15) days after receipt of notice of cancellation from “**Us**” by “**Your**” employer.

The mailing of notice shall be sufficient proof of notice. The date and time stated in the notice shall become the end of the period of coverage.

11. This Coverage is Excess:

This coverage is excess over any other applicable collectible coverage “**You**” may have.

SECTION VIII – LIMITED IDEA COVERAGE

(This coverage is self-insured)

1. Covered Events:

- A. Reasonable attorney’s fees and costs incurred by “**You**” in defending an Individuals with Disabilities Education Act, 20 U.S.C. Chapter 33 (IDEA) and §504 of the Rehabilitation Act of 1973 complaint arising out of rights asserted pursuant to IDEA or Section 504.
- B. Reasonable due process hearing officer’s fees and costs incurred by “**You**” in processing a proceeding alleging violation of rights pursuant to IDEA.
- C. Reasonable IDEA attorney’s fees and costs which “**You**” agree to pay or are ordered to pay in an IDEA proceeding or in a Federal District Court action arising out of or in connection with an IDEA proceeding.

- D. A and C above in the administrative appeal process plus reasonable costs incurred by **“You”** therein.
- 2. With regard to coverages A, B, C, and D, this is reimbursement coverage only. There shall be no liability for payment of a claim unless **“You”** present to **“Us”** proof of loss and good faith efforts by **“You”** to:
 - A. Negotiate an individual education plan and reasonable accommodations with the parent, custodian or guardian of the student; and
 - B. Follow the negotiated plan and provide the reasonable accommodations; and
 - C. If good-faith efforts to negotiate a plan fail, engage in good-faith mediation; and
 - D. If a plan is negotiated or mediation results in settlement, comply in good faith with the plan or settlement³. Limitation of Liability:

“Our” obligation shall not exceed \$100 per hour for hearing officer or attorney time and \$40 per hour for necessary travel plus reasonable costs. A claim for reimbursement shall be presented in a format which separates out the following:

Coverage A) Defending an IDEA claim:

Coverage B) Due Process Hearing:

Coverage C) Complainant’s Attorney:

Coverage D) Administrative Appeal Costs:

3. Determination of Coverage/Definition of Proceedings:

The determination of whether a complaint alleges an IDEA claim shall in the first instance be based on allegations of the claim. This is a reimbursement policy and the final decision with respect to coverage shall be made after the claim is processed to a final conclusion. IDEA Proceeding means a written appeal by a parent or guardian of one or more of **“Your”** students which is within the definition of Section VII 1.A of this MOC and is processed to a point where there is a final, binding and non-appealable IDEA determination or settlement entered.

4. Claim Submission/Notice of Claim:

A claim by **“You”** may be filed with **“Us”** after a final, binding, non-appealable IDEA determination or settlement is entered. **“You”** shall submit the information in support of the claim as may be required by **“Us”** in a format as may be required by **“Us.”** The information requested will be for the purpose of allowing **“Us”** to make a determination with respect to reimbursement and the levels of reimbursement.

The information submitted by **“You”** in support of the claim shall not contain any personally identifiable information which includes but is not limited to:

- A. The student's name; or
- B. The name of the student's parent or other family member; or
- C. The address of the student or student's family; or
- D. A personal identifier, such as the student's social security number or student number; or
- E. A list of personal characteristics that would make the student's identity easily traceable; or
- F. Other information that would make the student's identity easily traceable.

Where the information required to be submitted to **“Us”** in its raw form contains such references, **“You”** have a duty under 34 CFR Part 99 to edit or blot out such personally identifiable information prior to copying and submission to **“Us.”**

5. Due Process Reimbursement:

“We” will include due process reimbursement in **“Our”** self-insured retention risk pool. Each year, the legislature shall authorize the board to collect the due process reimbursement premium from **“You”** to cover the cost of due process reimbursement. To the extent **“We”** are authorized to collect the premium from **“You,”** **“We”** will do so based on claims experience and other criteria determined by the board.

Prior to the beginning of each fiscal year, **“We”** shall determine the amount of money available in the fund for special education due process reimbursements. The process by which **“Your”** claims for reimbursement must be made by the end of the fiscal year is established in this Memorandum.

6. Reimbursement Method:

The method for distributing money available for claims payment is on a pro rata basis if the available money is not sufficient to cover all claims. Prior to the end of June 2009 and prior to the end of June of each year thereafter, **“We”** will determine, based on the premiums collected by **“Us,”** the amount of money available in our self-insured retention risk pool for due process reimbursement. **“Our”** total obligation to all our members for all IDEA due process reimbursements of allowable fees and costs during the term of this Memorandum will be established by **“Us”** prior to the beginning of the term of the successor Memorandum. **“We”** will then, on or before June 30, distribute the money **“We”** determine available on a pro rata basis (for example, if **“Your”** approved claim is 10% of the total of all approved claims for the year, then **“You”** will receive 10% of the total money available that year) in reimbursement for all the eligible claims received by **“Us”** from **“You”** during the term of this MOC. **“We”** will have no further obligation for IDEA reimbursements to **“You”** for IDEA fees or costs incurred by **“You”** that year. In no event shall the reimbursement to **“You”** exceed one hundred thousand dollars (\$100,000) per year for each IDEA proceeding and **“You”** are not entitled to reimbursement beyond the amount determined as **“Your”** pro rata share merely because it was incurred by **“You.”**

NEW MEXICO PUBLIC SCHOOLS INSURANCE AUTHORITY

GENERAL AND AUTOMOBILE LIABILITY COVERAGES

The schedule of covered “Members” is as follows including any other Educational Entities or Charter Schools added during the Term of this Memorandum of Coverage not named in Schedule A:

SCHEDULE A

1. 21st Century Charter School dba 21st Century Public Academy
2. ABQ Charter Academy
3. ABQ Collegiate Charter School
4. Academy for Technology and the Classics
5. ACE Leadership High School
6. ACES Technical Charter School
7. Alamogordo Public Schools
8. Albuquerque Bilingual Academy
9. Albuquerque Institute of Math and Science (AIMS@UNM)
10. Albuquerque School of Excellence
11. Albuquerque Talent Development Academy
12. Aldo Leopold Charter School
13. Alice King Community School
14. Alma D’ Arte Charter High School
15. Altura Preparatory Academy
16. Amy Biehl Charter School
17. Anansi Charter School
18. Animas Charter School
19. Artesia Public Schools
20. Aztec Municipal Schools
21. Belen Consolidated Schools
22. Bernalillo Public Schools
23. Bloomfield School District
24. Capitan Municipal Schools
25. Carlsbad Municipal Schools
26. Carrizozo Municipal Schools
27. Central Consolidated School District #22
28. Central Region Educational Cooperative # 5
29. Cesar Chavez Community School
30. Chama Valley Independent Schools
31. Christine Duncan Heritage Academy
32. Cien Aguas International School
33. Cimarron Municipal Schools
34. Clayton Municipal Schools
35. Cloudcroft Municipal School

36. Clovis Municipal Schools
37. Cobre Consolidated Schools
38. Collins Lake Outdoor School
39. Cooperative Educational Services
40. Coral Community Charter School
41. Corona Public Schools
42. Corrales International Charter School
43. Cottonwood Valley Charter School
44. Cottonwood Classical Preparatory School
45. Cuba Independent Schools
46. DATA Charter School (Digital Arts & Technology Academy)
47. Deming Cesar Chavez High School
48. Deming Public Schools
49. Des Moines Municipal Schools
50. Dexter Consolidated Schools
51. Dora Consolidated Schools
52. Dream Dine' Charter School
53. Dulce Independent Schools
54. DZIL DIT L'OOI School of Empowerment, Action & Perseverance (DEAP) School
55. Eastern New Mexico University
56. Eastern New Mexico University – Roswell
57. East Mountain (formerly East Mountain High School)
58. El Camino Real Academy
59. Elida Municipal Schools
60. Equip Academy of New Mexico
61. Espanola Municipal Schools
62. Estancia Municipal Schools
63. Estancia Valley Classical Academy
64. Eunice Public Schools
65. Explore Academy
66. Explore Academy – Las Cruces
67. Explore Academy – Rio Rancho
68. Farmington Municipal Schools
69. Floyd Municipal Schools
70. Fort Sumner Municipal Schools
71. Gadsden Independent Schools
72. Gallup-McKinley County Public Schools
73. Gilbert L. Sena Charter High School DBA: CEPI #2
74. Gordon Bernell Charter School
75. Grady Municipal Schools
76. Grants Cibola County Schools
77. Hagerman Municipal Schools
78. Hatch Valley Municipal Schools
79. Health Leadership High School
80. Hobbs Municipal Schools

81. Hondo Valley Public Schools
82. Horizon Academy West
83. Hozho Academy
84. House Municipal Schools
85. Inspira STEAM Academy
86. J. Paul Taylor Academy
87. Jal Public Schools
88. Jefferson Montessori Academy
89. Jemez Mountain Public Schools
90. Jemez Valley Public Schools
91. La Academia de Esperanza
92. La Academia de Idiomas Y Cultura
dba La Academia Dolores Huerta Middle School
93. Lake Arthur Municipal Schools
94. Las Cruces Public Schools
95. Sendero School of Academics and Career Preparation (Formerly Las Montañas
Charter High School
96. Las Vegas City Public Schools
97. Logan Municipal Schools
98. Lordsburg Municipal Schools
99. Los Alamos Public Schools
100. Los Lunas Public Schools
101. Archer Academy of Accelerated Learning (Formerly Los Puentes Charter
School)
102. Loving Municipal Schools
103. Lovington Municipal Schools
104. Luna Community College
105. Magdalena Municipal Schools
106. Mark Armijo Academy (Formerly Nuestros Valores Charter High School)
107. Maxwell Municipal Schools
108. McCurdy Charter School
109. Melrose Municipal Schools
110. Mesa Vista Consolidated Schools
111. Mesalands Community College
112. Middle College High School
113. Mission Achievement and Success Charter School
114. Monte Del Sol Charter School
115. Montessori of the Rio Grande
116. Mora Independent Schools
117. Moreno Valley Preparatory (Formerly Moreno Valley Charter High School)
118. Moriarty Municipal Schools
119. Mosaic Academy
120. Mosquero Municipal Schools

- 121.Mountain Mahogany Community School
- 122.Mountainair Public Schools
- 123.National Education Association New Mexico (NEA-NM)
- 124.Native American Community Academy
- 125.New Mexico Academy for the Media Arts (formerly, Media Arts Collaborative Charter School)
- 126.New Mexico Activities Association
- 127.New Mexico Association of School Business Officials
- 128.New Mexico Coalition for Educational Leaders
- 129.New Mexico Connections Academy
- 130.New Mexico Highlands University
- 131.New Mexico International School
- 132.New Mexico Institute of Mining & Technology
- 133.New Mexico Military Institute (Effective 9/1/2024)
- 134.New Mexico Military Institute Foundation, Inc. (Effective 9/1/2024)
- 135.New Mexico Public Schools Insurance Authority
- 136.New Mexico School for the Arts
- 137.New Mexico School for the Arts – Art Institute
- 138.New Mexico School for the Blind and Visually Impaired
- 139.New Mexico School for the Deaf
- 140.New Mexico Tech Foundation
- 141.North Valley Academy
- 142.Northern New Mexico College
- 143.Pecos Cyber Academy (formerly Pecos Connections Academy)
- 144.Pecos Independent Schools
- 145.Penasco Independent Schools
- 146.Pojoaque Valley Public Schools
- 147.Portales Municipal Schools
- 148.Public Academy for Performing Arts
- 149.Quemado Independent Schools
- 150.Questa Independent Schools
- 151.Raices del Saber Xinachtli Community School Charter
- 152.Raton Public Schools
- 153.Red River Valley Charter
- 154.Regional Education Cooperative # 2
- 155.Regional Education Cooperative #6
- 156.Regional Education Cooperative # 7
- 157.Regional Education Cooperative #8
- 158.Region IX Education Cooperative #9
- 159.Reserve Independent Schools
- 160.Rio Gallinas Charter School
- 161.Rio Grande Academy of Fine Arts
- 162.Rio Rancho Public Schools
- 163.Robert F. Kennedy Charter School
- 164.Roots and Wings Community School
- 165.Roswell Independent Schools

- 166.Roy Municipal Schools
- 167.Ruidoso Municipal Schools
- 168.Sacramento School of Engineering and Science
- 169.San Diego Riverside Charter School
- 170.San Jon Municipal Schools
- 171.Sandoval Academy of Bilingual Education
- 172.Santa Fe Community College
- 173.Santa Fe Public Schools
- 174.Santa Rosa Consolidated Schools
- 175.School of Dreams Academy (SODA)
- 176.Sidney Gutierrez Middle Schools
- 177.Siembra Leadership High School
- 178.Silver Consolidated Schools
- 179.Six Directions Indigenous School
- 180.Socorro Consolidated Schools
- 181.Solare Collegiate Charter School
- 182.South Valley Academy
- 183.South Valley Preparatory School
- 184.Albuquerque Aviation Academy (formerly Southwest Aeronautics,
Mathematics and Science Academy)
- 185.Renaissance Academy Charter School (formerly Southwest Preparatory
Learning Center)
- 186.Northpoint Charter School (formerly Southwest Secondary Learning Center)
- 187.Springer Municipal Schools
- 188.Sun Mountain Community School
- 189.Taos Academy
- 190.Taos Charter School
- 191.Taos Integrated School of the Arts
- 192.Taos International School
- 193.Taos Municipal Schools
- 194.Tatum Municipal Schools
- 195.Technology Leadership High School
- 196.Texico Municipal Schools
- 197.The Albuquerque Sign Language Academy
- 198.The ASK Academy
- 199.The Great Academy
- 200.The International School at Mesa Del Sol
- 201.The MASTERS Program
- 202.The Montessori Academy (Formerly The Montessori Elementary Schools)
- 203.The New America School, Las Cruces
- 204.The New America School, New Mexico (Albuquerque)
- 205.THRIVE Community School
- 206.Tierra Adentro Charter School
- 207.Tierra Encantada Charter High School
- 208.Truth or Consequences Municipal Schools
- 209.Tucumcari Public Schools

- 210. Tularosa Municipal Schools
- 211. Turquoise Trail Charter School
- 212. Vaughn Municipal Schools
- 213. Vista Grande High School
- 214. Voz Collegiate Preparatory Charter School
- 215. Wagon Mound Public School
- 216. Walatowa High Charter School
- 217. West Las Vegas Public Schools
- 218. Western New Mexico University
- 219. Zuni Public Schools

ENDORSEMENT NO. 1

SPECIFIED MEMBERS - LIMITED PARTICIPATION COVERAGE
ENDORSEMENT

Pursuant to NMSA 1978, §22-29-1 et seq. and New Mexico Administrative Code, Title 6, Chapter 50, Parts 1-18, this Memorandum of Coverage (“**Memorandum**”) is an agreement by the New Mexico Public School Insurance Authority (the “**Authority**”) and its “**Members**,” as listed in Schedule A attached hereto, to provide or obtain insurance protection for all covered losses subject to the limits and other terms and conditions of this “**Memorandum**” and any endorsements attached.

This endorsement modifies insurance of this “**Memorandum**” provided under:

SECTION I – COVERAGES

SCHEDULE A: MEMBERS (As listed)

138. New Mexico School for the Blind and Visually Impaired

Schedule		
Coverage	Covered	Not Covered
General Liability		X
Automobile Liability	X	

It is hereby understood and agreed that the insurance under this “**Memorandum**” shall only apply to the “**Member**” as listed in Schedule A and coverage as designated and described in the Schedule of this endorsement.

1. For purposes of this endorsement, SECTION III - DEFINITIONS, Item 2., is amended with the following:

The word “**Automobile**”, “**Vehicle**” or “**Motor Vehicle**” means a land motor vehicle of a commercial type used solely for the bus transportation of passengers including any machinery or equipment permanently attached thereto. An “**Automobile**” “**Vehicle**” or “**Motor Vehicle**” does not include any land vehicle, machine, forklifts, tractor, trailer or semi-trailer propelled or drawn by mechanical power for travel on or off public roads.

All other terms, conditions, provisions, and exclusions of this “**Memorandum**” remain the same.