



726 Exchange Street, Buffalo, NY 14210 (866) 633-6945

COMMON POLICY DECLARATIONS

POLICY NO.: PSZ-ML-20000011-05

Date Issued: July 30, 2021

Item 1. Named Insured and Mailing Address:
The State of Georgia
c/o Department of Administrative Services
200 Piedmont Avenue, SE, Suite 1804, West Tower
Atlanta, GA 30334-9010

Program Administrator Name and Address:
PSI Program Managers
a Division of Risk Placement Services, Inc.
2850 Golf Road
Rolling Meadows, IL 60008

Licensed Surplus Lines Producer:
Joel D. Cavaness #627901

Item 2: Policy Period: From: July 1, 2021 to July 1, 2022
at 12:01 AM Standard Time at the Insured's Mailing Address shown above

THIS SPACE PROVIDED TO THE SURPLUS LINES BROKER TO COMPLY WITH STATE REQUIREMENTS

THIS CONTRACT IS REGISTERED AND DELIVERED AS A SURPLUS LINE COVERAGE UNDER SURPLUS LINE INSURANCE LAW, O.C.G.A. CHAPTER 33-5.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties, and what is and is not covered. Titles are used within this policy for convenience only and shall not control or affect the meaning or construction of any provision of this policy.

Throughout this policy the words you and your refer to the **NAMED INSURED** shown in the COMMON POLICY DECLARATIONS. The words we, us, and our refer to the Company providing this insurance. Words and phrases that appear in bold have special meaning. Refer to DEFINITIONS.

We have no duty to pay for direct physical loss or damage or to indemnify any insured for sums paid to which this insurance does not apply.

LIMITS OF INSURANCE: Our **LIMITS OF INSURANCE** shall not exceed the limits as indicated for each **COVERAGE SECTION** on the attached wording and apply only to those coverages for which a limit is shown. The **LIMITS OF INSURANCE** are inclusive of the **SELF INSURED RETENTION** as specified in the attached wording.

This **COMMON POLICY DECLARATIONS** and other applicable **DECLARATIONS**, together with **POLICY CONDITIONS, POLICY DEFINITIONS, POLICY EXCLUSIONS**, the terms, conditions, and exclusions of the specific **COVERAGE SECTION, Schedule of Forms and Endorsements**, and other forms and endorsements, if any, together with the signed application, complete this policy.

THIS POLICY MAY INCLUDE CLAIMS-MADE COVERAGE PART(S). PLEASE READ THE ENTIRE POLICY CAREFULLY.

Aix Specialty Insurance Company

726 Exchange Street, Buffalo, NY 14210 (866) 633-6945

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at 12:01 AM Standard Time at the Insured's Mailing Address shown above

Item 3: Retroactive Date: See DECLARATIONS, Item 6, Retroactive Date

Item 4: Third Party Claims Administrator: Georgia Administrative Services, Inc. 1775 Spectrum Drive, Suite 100,
Atlanta, GA 30043

Item 5: Business Description: Educational **Form of Business:** Public Entity

Item 6: In return for the payment of the premium, and subject to all of the terms of this policy, we agree with you to provide the insurance as stated in this policy.

This policy consists of the following coverage parts for which a premium is indicated. Where no premium is shown, there is no coverage. This premium may be subject to adjustment.

PROTECTED SELF INSURANCE PACKAGE POLICY COVERAGE PARTS

Part	Description	Premium
I	PROPERTY	\$ Not Covered
II	GENERAL LIABILITY	\$ Not Covered
III	AUTOMOBILE LIABILITY	\$ Not Covered
IV	ERRORS AND OMISSIONS (CLAIMS-MADE COVERAGE)	\$ 287,715
V	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY FOR A QUALIFIED SELF-INSURER	\$ Not Covered
VI	EMPLOYEE BENEFITS LIABILITY (CLAIMS-MADE COVERAGE)	\$ Not Covered
VII	CRIME	\$ Not Covered
VIII	LAW ENFORCEMENT LIABILITY	\$ Not Covered
	Terrorism Premium – WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	\$ Not Applicable
	Terrorism Premium – Other than WORKERS' COMPENSATION	\$ Not Applicable
	Total Policy Premium:	\$ 287,715

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 at 12:01 AM Standard Time at the Insured's Mailing Address shown above

Item 3: Retroactive Date: See DECLARATIONS, Item 6, Retroactive Date

SCHEDULE OF FORMS AND ENDORSEMENTS

Form Number	Form Description
Common Policy Dec. 0515 Declarations Page Educators Professional Liability Form 0718 Exhibit 1 AIL00160613 NPR0002 0715 NPR0003 0715 MPL00040 0721	Common Declarations Policy Declarations Educators Professional Liability Insurance Policy Districts' School Boards of Georgia Signatures Service of Process Statutory Requirement Imposed on the Named Insured Cyber Incident Exclusion

Date: July 30, 2021

Harry Greene

Authorized Representative

Date: _____

Licensed Producer Signature (if required by law)

EDUCATORS PROFESSIONAL LIABILITY INSURANCE

POLICY DECLARATIONS

POLICY NUMBER: PSZ-ML-20000011-05

ITEM 1. NAMED INSURED:

The State of Georgia

ITEM 2. MAILING ADDRESS:

c/o Department of Administrative Services, 200 Piedmont Avenue, S.E., Suite 1804, West Tower
Atlanta, GA 30334-9010

ITEM 3. POLICY PERIOD: From: July 1, 2021 to July 1, 2022

at 12:01 AM Standard Time at the Insured's Mailing Address shown above

ITEM 4. LIMITS OF INSURANCE:

Coverage A – Excess Liability \$500,000 Per Insured / Per Wrongful Act
\$1,000,000 Aggregate Per Wrongful Act
\$2,000,000 Annual Aggregate Limit

Coverage B – Liability \$500,000 Per Insured / Per Wrongful Act
\$1,000,000 Aggregate Per Wrongful Act
\$2,000,000 Annual Aggregate Limit

Coverage C – Bail Bond \$2,000 Per Claim Per Insured

**Coverage D – Excess Assault-
Related Personal Property Damage** \$500 Per Claim Per Insured

ITEM 5. DEDUCTIBLES:

Instructional Personnel \$50,000 Per Claim
\$400,000 Annual Aggregate

ITEM 6. RETROACTIVE DATE: July 1, 2016

ITEM 7. RATE AND PREMIUM:

Instructional Personnel \$2.4050294

Adjustment – The premium specified below is provisional and is based on the number of **INSTRUCTIONAL PERSONNEL** estimated at inception. The Named Insured agrees to maintain a record of the number of insureds and report the number of insureds semi-annually as of January 1, 2020 and July 1, 2020. At the end of the policy term a premium adjustment will be made.

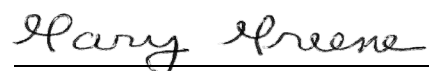
Deposit Premium: \$287,715

Deposit Premium Basis: 119,631 INSTRUCTIONAL PERSONNEL

ITEM 8. POLICY FORM ATTACHED: Educators Professional Liability Insurance Policy Form

Willis of North Carolina, Inc.
214 N. Tryon Street, Suite 2500, Charlotte, NC 28282

Agent / Broker



Authorized Representative

EDUCATORS PROFESSIONAL LIABILITY INSURANCE
THIS FORM PROVIDES CLAIMS-MADE AND REPORTED COVERAGE.
PLEASE READ THE ENTIRE FORM CAREFULLY.

The **COMPANY** agrees with the **NAMED INSUREDS**, in consideration of the premium paid and subject to the Declarations, limitations, conditions, definitions and other provisions of this policy, including endorsements hereto, as follows:

INSURING AGREEMENTS

Coverage A – Excess Liability Coverage

The **COMPANY** shall pay, on behalf of any **INSURED**, all sums in excess of an **EMPLOYER'S**:

1. Commercial General Liability Insurance,
2. Errors and Omissions Liability Insurance,
3. Employment Practices Liability Insurance, and
4. Any other valid insurance whether collectible or not;

which such **INSURED** is legally obligated to pay for **DAMAGES** and **DEFENSE EXPENSES** resulting from any claim first made against the **INSURED** during the Policy Period as stated in **ITEM 3** of the Declarations and reported to the **COMPANY** in writing as provided in Paragraph **2.** of **CONDITIONS** in this policy during the Policy Period, arising out of any **WRONGFUL ACT** committed during the Policy Period. Such **WRONGFUL ACTS** must arise from an **INSURED'S PROFESSIONAL ACTIVITIES**.

The **COMPANY** has the right to investigate and settle any claim that it deems necessary.

The **COMPANY** shall have no obligation to pay a judgment or settlement on behalf of an **INSURED**, if after a full investigation by the **COMPANY**, it is determined by the **COMPANY** that the **INSURED** acted with criminal intent, with malicious purpose, with intent to harm, or in a manner exhibiting wanton and willful disregard of human rights, safety or property. If the **COMPANY'S** investigation and determination is ultimately proven to be wrong by a court of law, the **COMPANY** will be required to provide full reimbursement to the **INSURED(S)** for any judgment and all costs paid for such defense, up to the Limits of Insurance as stated in **ITEM 4.** of the Declarations.

DEFENSE EXPENSES are part of and subject to the Limits of Insurance. The **COMPANY'S** duty to pay any **DEFENSE EXPENSES** and **DAMAGES** covered under this policy shall cease after the applicable Limits of Insurance have been exhausted by the payment of such **DEFENSE EXPENSES** and **DAMAGES**.

Coverage B – Liability Coverage

1. **DAMAGES:** In the event that no other insurance policy(ies) affords or may afford valid coverage for a claim, whether collectible or not, the **COMPANY** shall pay, on behalf of any **INSURED**, all sums which such **INSURED** is legally obligated to pay for **DAMAGES** resulting from any claim first made against the **INSURED** during the Policy Period and reported to the **COMPANY** in writing, as provided in Paragraph **2.** of **CONDITIONS** in this policy, during the Policy Period, and arising out of any **WRONGFUL ACT** committed during the Policy Period. Such **WRONGFUL ACTS** must arise from an **INSURED'S PROFESSIONAL ACTIVITIES**.

2. **DEFENSE:** The **COMPANY** has the right and duty to defend a suit brought against an **INSURED** alleging a **WRONGFUL ACT** even if any allegations in the suit are groundless, false or fraudulent. The **COMPANY** has the right to investigate and settle any suit if the **COMPANY** believes that it is proper to do so.

The **COMPANY** shall have no obligation to pay a judgment or settlement on behalf of an **INSURED**, if after a full investigation by the **COMPANY**, it is determined by the **COMPANY** that the **INSURED** acted with criminal intent, with malicious purpose, with intent to harm, or in a manner exhibiting wanton and willful disregard of human rights, safety or property. If the **COMPANY'S** investigation and determination is ultimately proven to be wrong by a court of law, the **COMPANY** will be required to provide full reimbursement to the **INSURED(S)** for any judgment and all costs paid in his or her defense, up to the Limits of Insurance as stated in **ITEM 4.** of the Declarations.

DEFENSE EXPENSES are part of and subject to the Limits of Insurance. The **COMPANY'S** duty to defend and any **DAMAGES** covered under this policy shall cease after the applicable Limits of Insurance has been exhausted by the payment of **DEFENSE EXPENSES** and **DAMAGES**.

The **COMPANY'S** maximum Limits of Insurance for all loss in the aggregate arising from all claims covered under **Coverages A** and **B** of this policy which allege the same or **RELATED WRONGFUL ACTS**, shall be an amount no greater than the aggregate per Wrongful Act Limits of Insurance as stated in **ITEM 4.** of the Declarations. All **RELATED WRONGFUL ACTS** shall be considered a single **WRONGFUL ACT** and all **RELATED WRONGFUL ACTS** will be deemed to have been committed at the time the first of such **RELATED WRONGFUL ACTS** was committed whether prior to or during the Policy Period. All claims based on or arising out of the same **WRONGFUL ACTS** or a series of **RELATED WRONGFUL ACTS** by one or more **INSUREDS** shall be considered a single claim. Such single claim will be deemed to have been made at the time:

- a. Any claim arising out of such **WRONGFUL ACT** or **RELATED WRONGFUL ACTS** was first made, regardless of the number of claims subsequently made; and
- b. Notice of such circumstance, conduct, **WRONGFUL ACT** or **RELATED WRONGFUL ACTS** was first reported as provided in Paragraph 2. of **CONDITIONS** in this policy.

If an Annual Aggregate Limit applies to **Coverages A** and **B** of this policy, the total Aggregate Limit of Insurance and all corresponding **WRONGFUL ACTS** under **Coverages A** and **B** shall not exceed the limit as stated in **ITEM 4.**

Coverage C – Bail Bonds

The **COMPANY** shall reimburse an **INSURED** for any costs for Bail Bonds required of an **INSURED** arising out of **WRONGFUL ACTS** committed during the Policy Period. Such costs shall not exceed the amounts set forth in **ITEM 4.** of the Declarations, per **INSURED** and per year. The **COMPANY** shall not have any obligation to apply for or furnish any such bond.

Coverage D – Excess Assault-Related Personal Property Damage

The **COMPANY** shall reimburse an **INSURED** in excess of:

1. EMPLOYERS

- a. Commercial General Liability Insurance,
- b. Errors and Omissions Liability Insurance,
- c. Employment Practices Liability Insurance, and
- d. Any other valid insurance whether collectible or not; and

2. Such INSURED'S

- a. Homeowners,
- b. Personal Property Floaters, and
- c. Any other valid insurance whether collectible or not

for up to \$500 in damage to or destruction of an **INSURED'S** personal property occurring during the Policy Period that is directly and proximately caused by an assault upon such **INSURED** while such **INSURED** is performing **PROFESSIONAL ACTIVITIES**. This coverage does not apply to damage or destruction of a vehicle of any kind, or for damage to or destruction of leased or loaned property.

DEFINITIONS

1. **COMPANY** means the insurance company providing this policy of insurance.
2. **DAMAGES** means any amount that an **INSURED** shall be legally obligated to pay because of judgments, arbitration awards or the like rendered against such **INSURED**, or for settlements negotiated by the **COMPANY**. However, **DAMAGES** shall not include any amounts for which such **INSURED** is not financially liable or for which there is no legal recourse against such **INSURED**, taxes, fines, the costs and expenses of complying with any injunctive or other form of equitable relief, or matters that may be deemed uninsurable under the law.
3. **DEFENSE EXPENSES** means all reasonable and necessary fees charged by an attorney appointed by the **COMPANY** in connection with any civil suit brought against an **INSURED** alleging a **WRONGFUL ACT**, as well as all other reasonable and necessary fees, costs and expenses incurred in the defense or investigation of a claim or suit by the **COMPANY** or by an **INSURED** as provided herein. Defense expenses do not include salaries, administrative costs or expenses of any **NAMED INSURED** or any of their employees or representatives. **DEFENSE EXPENSES** also do not include attorneys' fees, administrative costs, court costs, or any other fees or expenses incurred in the defense of, response to or investigation of a charging document, criminal complaint, criminal indictment or any other criminal proceeding or prosecution.
4. **DISTRICTS' SCHOOL BOARDS** means various public school Districts and charter schools as shown in **Exhibit 1** which is attached to this policy and incorporated by reference herein.
5. **EMPLOYER** means the **DISTRICTS' SCHOOL BOARDS**.
6. **INSTRUCTIONAL PERSONNEL** is defined to include full-time, part-time and student teachers as defined by the individual **DISTRICTS' SCHOOL BOARDS**.
7. **INSURED** means **INSTRUCTIONAL PERSONNEL**.
8. **NAMED INSURED** means The State of Georgia and Public District School Boards, as employer of full-time and part-time certificated personnel, and Charter Schools listed in **Exhibit 1**.
9. **PROFESSIONAL ACTIVITIES** means duties of an **INSURED** in the course and scope of their employment as **INSTRUCTIONAL PERSONNEL**.
10. **RETROACTIVE DATE** shall mean the date indicated in **ITEM 6** of the Declarations in the **RETROACTIVE DATE** section.
11. **RELATED WRONGFUL ACTS** shall mean **WRONGFUL ACTS** which are logically or causally connected by reason of any common fact, circumstance, situation, transaction, casualty, event, result, injury or decision. Claims can include **RELATED WRONGFUL ACTS** regardless of whether such claims involve the same or different claimants, **INSURED(S)** or legal causes of action.
12. **WRONGFUL ACT** means any negligent act, error, omission or breach of duty in the performance or failure to perform **PROFESSIONAL ACTIVITIES**.

AUTOMATIC COVERAGE EXTENSION

If a **DISTRICT'S SCHOOL BOARD** should hire new:

INSTRUCTIONAL PERSONNEL during the policy period, then coverage shall be automatically extended to such **INSTRUCTIONAL PERSONNEL** as of their official date of hire until the policy expires, is cancelled or non-renewed, for **WRONGFUL ACTS** on or after such date, and per the terms and conditions of the policy. Each and every **DISTRICT'S SCHOOL BOARDS**, separately or on a consolidated basis through the State of Georgia's Department of Education shall report changes in **INSTRUCTIONAL PERSONNEL** to the **COMPANY** on a semi-annual basis as of:

January 1, 2022 and July 1, 2022 to:
AIX Specialty Insurance Company c/o
Willis of North Carolina, Inc.
214 North Tryon Street, Suite 2500
Charlotte, NC 28282

TERRITORY

This policy applies to claims made in the United States of America (including its territories and possessions).

EXCLUSIONS

This policy does not apply to any claim or suit caused by, or resulting in whole or in part from:

1. Alleging or arising out of punitive damages, exemplary damages or the multiplied portion of any damage award.
2. Alleging or arising out of activities of an **INSURED** that are not **PROFESSIONAL ACTIVITIES**.
3. Alleging or arising out of activities of an **INSURED** that are carried on in a private business, private professional endeavor or private school.
4. Alleging or arising out of the ownership, maintenance, operation, use, loading or unloading of vehicles of any kind.
5. Alleging or arising out of liability assumed by the **INSURED** under any contract or agreement.
6. Alleging or arising out of injury, sickness, disease, death or destruction due to war or terrorism, whether or not declared, civil war, insurrection, rebellion, or revolution, or to any act or condition incidental to any of the foregoing.
7. Alleging or arising out of any obligation for which the **DISTRICTS' SCHOOL BOARDS**, as shown in **Exhibit 1** which is attached to this policy and incorporated by reference herein, or any carrier may be held liable under worker's compensation, unemployment compensation, disability benefits or similar laws.
8. Alleging or arising out of the rendering or failing to render, teach or supervise medical, surgical, dental, nursing, or other similar services.
9. Alleging or arising out of any dishonest, fraudulent, criminal or malicious acts other than corporal punishment; provided, however, that this exclusion does not apply to coverage afforded under **Coverage C – Bail Bonds**.
10. Alleging or arising out of claims brought by any employee or former employee of the **DISTRICTS' SCHOOL BOARDS**; provided, however, that this exclusion shall not apply to:
 - a. any claim made or suit brought against an **INSURED** by or on behalf of another employee of the **DISTRICT'S SCHOOL BOARDS** if such claim or suit arises out of a **WRONGFUL ACT** as a member of a Board of Commission, established by the State of Georgia, which has as its purposes the licensure or certification of educators, or the setting of standards for the licensure or certification of educators; and
 - b. any claim made or suit brought against an **INSURED** by or on behalf of a minor or incompetent child of an employee of the **DISTRICT'S SCHOOL BOARDS**, if such claim or suit arises out of a **WRONGFUL ACT**.
11. Alleging or arising out of any **WRONGFUL ACT** whereby an **INSURED** intentionally causes bodily injury or damage of any nature to another person or entity; provided, however, that this exclusion does not apply to:
 - a. claims arising from corporal punishment of any student or pupil administered by or at the direction of such **INSURED** while performing **PROFESSIONAL ACTIVITIES**; or
 - b. coverage afforded under **Coverage C – Bail Bonds**.
12. Alleging or arising out of any action seeking declaratory judgments, injunctive relief, or other similar proceeding, unless the relief prayed for therein also seeks **DAMAGES** which are covered under **Coverage A – Excess Liability Coverage** or **Coverage B – Liability Coverage**.
13. Alleging or arising out of any activities of any **INSURED** while acting as a member of any school board or similarly constituted body.
14. Arising out of any sexual molestation, sexual misconduct, or harassment, established by final adjudication, admission of such **INSURED** or otherwise in fact or to which an **INSURED** pleads nolo contendere or no contest, at which time the **INSURED** may be required, at the **COMPANY'S** sole discretion, to reimburse the **COMPANY** for **DEFENSE EXPENSES** advanced.
15. Alleging or arising out of any claims, accusations or charges brought against any **INSURED**, and to any obligation or duty of the **COMPANY** to afford defense for such claims, accusations or charges, which are made because of any damages or injury arising out of Human Immune Deficiency Virus (HIV) Acquired Immune Deficiency Syndrome (AIDS), no matter how transmitted;

16. Alleging or arising out of bodily injury, property damage, personal injury or advertising injury arising out of, in connection with or relating to the existence, monitoring, removal, transport, storage, installation or use of, testing for or contamination from, asbestos, mold or any hazardous, illegal or infectious substances.
17. Arising out of any pending or prior litigation as of the **RETROACTIVE DATE** as stated in **ITEM 6.** of the Declarations, or from the same or substantially related facts as alleged in such pending or prior litigation.
18. Arising out of the same or **RELATED WRONGFUL ACTS** alleged or contained in any claim which has been reported, or in any circumstances of which notice has been given, under any policy of which this policy is a renewal or replacement or which it may succeed in time.
19. Alleging or arising out of a **WRONGFUL ACT** occurring prior to the **RETROACTIVE DATE** as stated in **ITEM 6.** of the Declarations.
20. Alleging or arising out of:
 - a. the purchase, sale, offer of or solicitation of an offer to purchase or sell securities;
 - b. any violation of any securities law, including provisions of the Securities Act of 1933, or the Securities Exchange Act of 1934, as amended, or any regulation promulgated under the foregoing statutes, or any federal, state or local laws similar to the foregoing statutes (including "Blue Sky" laws), whether such law is statutory, regulatory or common law; or
 - c. any violation of the Organized Crime Control Act of 1970 (commonly known as "Racketeer Influenced And Corrupt Organizations Act" or "RICO"), as amended, or any regulation promulgated thereunder or any similar federal, state or local law similar to the foregoing, whether such law is statutory, regulatory or common law.
21. Alleging, arising out of, based upon, attributable to or in any way involving, directly or indirectly:
 - a. the actual, alleged or threatened discharge, dispersal, release or escape of Pollutants, or
 - b. any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize Pollutants, including but not limited to any claim alleging damages to the **EMPLOYER.**

"Pollutants" include (but are not limited to) any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste; and waste includes (but is not limited to) materials to be recycled, reconditioned or reclaimed.
22. Alleging or arising out of any breach of fiduciary duty, responsibility, or obligation in connection with any employee benefit or pension plan, including violation of the responsibilities, obligations or duties imposed upon fiduciaries by the Employee Retirement Income Security Act of 1974 (ERISA) or amendments thereto, or similar statutory or common law of the United States of America or any state or jurisdiction therein.
23. Alleging or arising out of any employment practices liability or any discrimination therein, including, but not limited to: race, creed, color, religion, ethnic background, national origin, age, handicap, disability, gender, sexual orientation or pregnancy.
24. Alleging or arising out of any misappropriation of trade secret or infringement of patent, copyright, trademark, trade dress or any other intellectual property right.
25. Alleging or arising out of:
 - a. false arrest, detention or imprisonment;
 - b. libel, slander or defamation of character;
 - c. wrongful entry or eviction; or
 - d. any right of privacy.
26. Alleging or arising out of:
 - a. any actual or alleged breach of duty, negligent act, error, omission, misstatement, or misleading statement committed by an **INSURED** while acting within the scope of their law enforcement activities for the educational institution; and
 - b. any allegations of negligence or wrongdoing in the supervision, hiring, employment, training, or monitoring of a person whose conduct is included in Paragraph **a.** above.

This exclusion shall also apply to any armed **INSTRUCTIONAL PERSONNEL** while acting within the scope of their law enforcement activities for the educational institution.

For the purposes of this exclusion, "law enforcement activities" means activities, services, advice or instruction that is within the scope of the authorized duties of the educational institution's law enforcement and security guard personnel.

27. Alleging or arising out of:

- a. The ownership, maintenance, use or misuse of any firearm, weapon or object or instrument used as a weapon by any **INSURED** on or near the premises; or
- b. Any **WRONGFUL ACT** committed by any **INSURED** or on behalf of any **INSURED** in connection with the prevention of or the suppression of the use of any firearm or weapon.

CONDITIONS

1. Limits of Insurance and Deductibles

- a. The Limits of Insurance stated in the Declarations are the limits of the **COMPANY'S** liability for all **DAMAGES, DEFENSE EXPENSES,** or other attorney fees, charges, expenses, judgments, issuance of awards, settlements, and interest accrued on awards prior to and post the entry of judgment.
- b. The **COMPANY'S** obligation under this insurance to pay **DAMAGES** and **DEFENSE EXPENSES** on behalf of an **INSURED** applies only to the amount of **DAMAGES** and **DEFENSE EXPENSES** in excess of the Per Claim deductible amount stated in **ITEM 5.** of the Declarations. Once the **NAMED INSURED** pays the annual aggregate deductible amount as stated in **ITEM 5.** of the Declarations, the **COMPANY** will pay all subsequent amounts up to the policy limit.
- c. The terms of this insurance, including those with respect to the **COMPANY'S** right and duty to defend the **INSURED** against any suit seeking those **DAMAGES** and **DEFENSE EXPENSES;** and **THE NAMED INSURED'S** and **INSURED'S** duties in the event of a claim or suit apply irrespective of the application of the deductible amount.
- d. The **COMPANY** may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, the **NAMED INSURED** shall promptly reimburse the **COMPANY** for such part of the deductible amount as has been paid by the **COMPANY.**

2. Notice To The COMPANY

- a. Notice of a claim shall be given in writing to the following address:

Georgia Department of Administrative Services, Inc.
Attn: Liability Program Officer
200 Piedmont Avenue, S.E. Suite 1208, West Tower
Atlanta, GA 30334-9010

If mailed, the date of mailing shall constitute the date that such notice was given to the Company and proof of mailing shall be sufficient proof of notice.

A claim shall be considered to have been first made against an **INSURED** when written notice of such claim is received by any **INSURED,** by a **NAMED INSURED** or its agent or representative, by the **DISTRICT'S SCHOOL BOARDS,** or by the **COMPANY,** whichever comes first.

- b. A **NAMED INSURED** or any **INSURED** shall, as a condition precedent to any obligations owed by the **COMPANY** under this policy, give written notice to the **COMPANY** of any claim made against an **INSURED** as soon as practicable during the Policy Period.
- c. If written notice of a claim has been given to the **COMPANY** pursuant to Condition **2.b.** above, then any claim subsequently made against the **INSURED(S)** and reported to the **COMPANY** alleging, arising out of, based upon or attributable to the facts alleged in that claim for which such notice has been given shall be considered first made at the time such prior claim was first made.
- d. If during the Policy Period the **COMPANY** or an **INSURED** shall become aware of any circumstances which may reasonably be expected to give rise to a claim being made against such **INSURED(S),** then the **INSURED** shall give written notice to the **COMPANY** of the circumstances and the reasons for anticipating such a claim, with full particulars as to dates, persons and entities involved, and any claim which is subsequently made against an **INSURED(S)** and reported to the **COMPANY** alleging, arising out of, based upon or attributable to such circumstances, shall be considered made at the time such notice of such circumstances was first given.

3. Your Assistance and Cooperation

- a. Each and every **INSURED** agrees to assist and cooperate with the **COMPANY:**
 - (1) in making settlements, subject to sub-paragraph **c.** herein;
 - (2) in enforcing any legal rights an **INSURED** or the **COMPANY** may have against anyone who may be liable to an **INSURED;**
 - (3) by attending depositions, hearings and trials; and
 - (4) by securing and giving evidence, and obtaining the attendance of witnesses.
- b. Each and every **INSURED** shall take such actions which, in such **INSURED'S** judgment, are deemed necessary and practicable to prevent or limit **DAMAGES** or **DEFENSE EXPENSES** arising from such **INSURED'S WRONGFUL ACTS.**

c. **INSURED(S)** shall not admit any liability, assume any financial obligation or pay out any money without the **COMPANY'S** prior written consent. If such **INSURED** does so, such **INSURED** shall have done so at his or her own expense.

In addition, no **INSURED** shall take any action, or fail to take any required action, without our written consent, which may prejudice the **COMPANY'S** rights under this policy.

4. **Action Against COMPANY**

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

5. **Other Insurance**

If other Insurance, excluding policies issued by the **COMPANY**, are available to the **INSURED** covering a loss or claim also covered by this policy, then this policy shall apply in excess of, and shall not contribute with, such other insurance.

If any other policy issued by the **COMPANY** also applies to a loss or claim, including **DEFENSE EXPENSES**, which would be covered by this policy, then this policy will pay its share of the loss or claim, including **DEFENSE EXPENSES** based on the percentage of this policy's limits of insurance as it relates to the total limits of insurance of all such insurance issued by the **COMPANY** that is available to pay the loss.

Other Insurance includes but is not limited to:

- a. Insurance, coverage or benefits provided by school boards, school districts or any similar entity;
- b. Insurance, coverage or benefits provided by the National Education Association or similar organization, including, but not limited to, the Georgia School Board Association, the Georgia Association of Educators; and
- c. Insurance, coverage or benefits provided by self-insurance, trusts, pools, risk retention groups, captive insurance companies, or any other insurance plan or agreement of risk assumption.

6. **Subrogation**

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

7. **Changes**

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

8. **Cancellation**

This policy may be cancelled by the **NAMED INSURED** for any reason by surrender thereof to the **COMPANY** or any of its authorized agents or by mailing to the **COMPANY** written notice stating when thereafter the cancellation shall be effective. This policy may be canceled by the **COMPANY** only for non-payment of premium by mailing to the **NAMED INSURED** at the address shown on the policy, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender of the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the **NAMED INSURED** or by the **COMPANY** shall be equivalent to mailing.

If the **NAMED INSURED** or the **COMPANY** cancels the policy, earned premium shall be computed on a pro rata basis. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective. Any other premium adjustment or return premium as would apply had cancellation not been effected shall be computed substituting the date of cancellation for the expiration date of this policy.

9. Nonrenewal

- a. If we decide not to renew this policy we will mail or deliver to the first **NAMED INSURED** written notice of nonrenewal, at least 90 days prior to the expiration of this policy.
- b. Any notice of nonrenewal will be mailed or delivered to the first **NAMED INSURED'S** last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

10. Terms of Policy Conformed to Statute

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

EXHIBIT 1

DISTRICTS' SCHOOL BOARDS OF THE STATE OF GEORGIA

Appling County	DeKalb County	Lee County
Atkinson County	Dodge County	Liberty County
Bacon County	Dooly County	Lincoln County
Baker County	Dougherty County	Long County
Baldwin County	Douglas County	Lowndes County
Banks County	Early County	Lumpkin County
Barrow County	Echols County	Macon County
Bartow County	Effingham County	Madison County
Ben Hill County	Elbert County	Marion County
Berrien County	Emanuel County	McDuffie County
Bibb County	Evans County	McIntosh County
Bleckley County	Fannin County	Meriwether County
Brantley County	Fayette County	Miller County
Brooks County	Floyd County	Mitchell County
Bryan County	Forsyth County	Monroe County
Bulloch County	Franklin County	Montgomery County
Burke County	Fulton County	Morgan County
Butts County	Gilmer County	Murray County
Calhoun County	Glascock County	Muscogee County
Camden County	Glynn County	Newton County
Candler County	Gordon County	Oconee County
Carroll County	Grady County	Oglethorpe County
Catoosa County	Greene County	Paulding County
Charlton County	Gwinnett County	Peach County
Chatham County	Habersham County	Pickens County
Chattahoochee County	Hall County	Pierce County
Chattooga County	Hancock County	Pike County
Cherokee County	Haralson County	Polk County
Clarke County	Harris County	Pulaski County
Clay County	Hart County	Putnam County
Clayton County	Heard County	Quitman County
Clinch County	Henry County	Rabun County
Cobb County	Houston County	Randolph County
Coffee County	Irwin County	Richmond County
Colquitt County	Jackson County	Rockdale County
Columbia County	Jasper County	Schley County
Cook County	Jeff Davis County	Screven County
Coweta County	Jefferson County	Seminole County
Crawford County	Jenkins County	Spalding County
Crisp County	Johnson County	Stephens County
Crisp County	Jones County	Stewart County
Dade County	Lamar County	Sumter County
Dawson County	Lanier County	Talbot County
Decatur County	Laurens County	Taliaferro County

EXHIBIT 1

DISTRICTS' SCHOOL BOARDS OF THE STATE OF GEORGIA

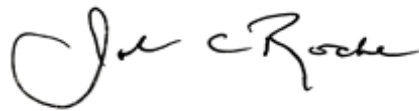
Tattnall County	Calhoun City	State Charter Schools - Scintilla Charter Academy
Taylor County	Carrollton City	State Charter Schools - Georgia School for Innovation and the Classics
Telfair County	Cartersville City	State Charter Schools - Dubois Integrity Academy
Terrell County	Chickamauga City	Commission Charter Schools - Statesboro STEAM Academy
Thomas County	Commerce City	Commission Charter Schools - Ivy Preparatory Academy At Gwinnett
Tift County	Dalton City	Commission Charter Schools - Pataula Charter Academy
Toombs County	Decatur City	Commission Charter Schools - Fulton Leadership Academy
Towns County	Dublin City	Commission Charter Schools - Atlanta Heights Charter School
Treutlen County	Gainesville City	Commission Charter Schools - Coweta Charter Academy
Troup County	Jefferson City	Commission Charter Schools - Cirrus Charter Academy
Turner County	Marietta City	Commission Charter Schools - Southwest Georgia S.T.E.M. Charter Academy
Twiggs County	State Charter Schools - Mountain Education Charter High School	Commission Charter Schools - Brookhaven Innovation Academy
Union County	State Charter Schools - Odyssey Charter School	Commission Charter Schools - Liberty Tech Charter Academy
Thomaston-Upson County	State Charter Schools - Graduation Achievement Center Charter High School	Pelham City
Walker County	State Charter Schools - Georgia Cyber Academy	Rome City
Walton County	State Charter Schools - Utopian Academy for the Arts Charter School	Social Circle City
Ware County	State Charter Schools - Cherokee Charter Academy	Thomasville City
Warren County	State Charter Schools - Georgia Connections Academy	Trion City
Washington County	State Charter Schools - Ivy Preparatory Academy, Inc	Valdosta City
Wayne County	State Charter Schools - Foothills Charter High School (Central Office - Madison)	Vidalia City
Webster County	State Charter Schools - International Charter School of Atlanta	
Wheeler County		
White County		
Whitfield County		
Wilcox County		
Wilkes County		
Wilkinson County		
Worth County		
Atlanta Public Schools		
Bremen City		
Buford City		
Calhoun City		

Aix Specialty Insurance Company

In Witness Whereof, Aix Specialty Insurance Company has executed and attested these presents, and where required by law, has caused this Policy to be countersigned by its duly authorized Representative.



Charles Frederick Cronin
Corporate Secretary



John C. Roche
President

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. (The following information is required only when this endorsement is issued subsequent to preparation of the Policy.)

INSURED The State of Georgia

Policy No. PSZ-ML-20000011-05

Endorsement Effective: July 1, 2021
(12:01 A.M.)

by AIX SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance under the following:

EDUCATORS PROFESSIONAL LIABILITY INSURANCE

SERVICE OF SUIT CLAUSE

The following is added to the policy **CONDITIONS**:

In the event of our failure to pay any amount claimed to be due by the terms of this policy, at your request, we will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this endorsement constitutes or should be understood to constitute a waiver of our rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another court as permitted by the laws of the United States, or of any state in the United States. It is further agreed that service of process in such suit may be made upon Counsel, Legal Department, AIX Specialty Insurance Company, 5 Waterside Crossing, Suite 201, Windsor, Connecticut 06095 or his or her representative, and that in any suit instituted against us by the terms of this policy, we will abide by the final decision of such court or of any appellate court in the event of an appeal.

If any statute of any state, territory, or district of the United States makes such provision, we hereby designate the Superintendent, Commissioner, or Director of Insurance, or other officer specified for that purpose in the statute, or his or her successors in office, as our true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by you or on your behalf, or your beneficiary, arising out of this insurance policy. We designate the above Counsel as the person to whom said officer is authorized to mail such process or a true copy thereof.

All other terms and conditions of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CYBER INCIDENT EXCLUSION

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. (The following information is required only when this endorsement is issued subsequent to preparation of the Policy.)

INSURED The State of Georgia

Policy No. PSZ-ML-20000011-05 Endorsement Effective: July 1, 2021
(12:01 A.M.)

by AIX SPECIALTY INSURANCE COMPANY

This endorsement modifies insurance provided under the following:

EDUCATORS PROFESSIONAL LIABILITY FORM

A. With respect to coverage provided by this policy, the following exclusion is added to **EXCLUSIONS**:

This policy does not apply to any claim or suit caused by, or resulting in whole or in part from alleging or arising out of any **LOSS, DAMAGES, OFFENSE, WRONGFUL ACTS** or any other related expenses arising out of any cyber event, including but not limited to a **CYBER SECURITY BREACH, EXTORTION THREAT** or **PRIVACY BREACH**.

B. For the purposes of this endorsement only, the following definitions are added to **DEFINITIONS**:

COMPUTER SYSTEM means any computer or computer network including hardware, software, telephone system, firmware, and the **DATA** stored thereon, as well as associated input and output devices, data storage devices, networking equipment and storage area network or other **DATA** backup facilities.

CONFIDENTIAL BUSINESS INFORMATION means any information related to trade secrets, processes, operations, style of work, identification of customers, or other information of commercial value which is owned, licensed, maintained or stored by any **INSURED** when disclosure is likely to cause harm to the business or there is a written requirement that the information be kept confidential.

CYBER SECURITY BREACH means:

a. Any:

(1) **MALICIOUS CYBER ATTACK**; or

(2) Malicious code;

that is directed at, enacted upon or introduced into a **COMPUTER SYSTEM** (including your **DATA**) and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, use or prevent or restrict access to or the use of any part of a **COMPUTER SYSTEM** (including your **DATA**) or otherwise disrupt its normal functioning or operation. Recurrence of the same virus after a **COMPUTER SYSTEM** has been restored shall constitute a separate **CYBER SECURITY BREACH**.

b. Any transmission of fraudulent or unauthorized **DATA**.

c. Any payment or delivery of funds arising out of a **MALICIOUS CYBER ATTACK** or any direct action(s) of an employee acting on **FALSE PRETENSES**.

d. Any failure or violation of security, including impairment or denial of service, of any **INSURED'S COMPUTER SYSTEM** or any other system of another service provider who is under written contract with any **INSURED** at the time of the failure or violation and causes **a.**, **b.** or **c.** above.

DATA means a representation of information, knowledge, facts, concepts or instructions which are being processed or have been processed in a **COMPUTER SYSTEM**.

DIGITAL CURRENCY means a digital or electronic medium of exchange that is used and accepted as a means of payment, but that is not issued by, or guaranteed by, a central bank, government or public authority.

EXTORTION PAYMENT means **MONEY**, **DIGITAL CURRENCY** or other property demanded to mitigate or terminate an **EXTORTION THREAT**.

EXTORTION THREAT means a threat or series of related threats to:

- a. Access, alter, corrupt, damage, misappropriate, destroy, delete, sell or disclose **CONFIDENTIAL BUSINESS INFORMATION**, **PERSONAL INFORMATION** or software on a **COMPUTER SYSTEM**;
- b. Initiate a denial of service attack on a **COMPUTER SYSTEM**; or
- c. Transmit a virus or harmful code into a **COMPUTER SYSTEM**; provided that such **EXTORTION THREAT** is made for the purpose of demanding an **EXTORTION PAYMENT**.

FALSE PRETENSES means the fraudulent misrepresentation of a material fact that results in the unauthorized disclosure of **PERSONAL INFORMATION** or **CONFIDENTIAL BUSINESS INFORMATION**, including but not limited to social engineering, pretexting, phishing, spear phishing or any other confidence trick, provided that the fraudulent misrepresentation is made by a person (other than an employee) purporting to be an employee, **VENDOR** or **THIRD PARTY** who is an authorized user of such **PERSONAL INFORMATION** or **CONFIDENTIAL BUSINESS INFORMATION** by any **INSURED**, and is made to an employee who is also an authorized user of such **PERSONAL INFORMATION** or **CONFIDENTIAL BUSINESS INFORMATION** by any **INSURED**.

MALICIOUS CYBER ATTACK means:

- a. The introduction of a computer virus or harmful code into any **COMPUTER SYSTEM**; or
- b. Loss of, damage to, destruction of, or deletion of any **CONFIDENTIAL BUSINESS INFORMATION**, **PERSONAL INFORMATION**, **DATA** or software within any **COMPUTER SYSTEM** by a person who:
 - (1) Is not authorized to access any **COMPUTER SYSTEM**; or
 - (2) Is authorized to access any **COMPUTER SYSTEM** but uses such access to cause such loss, damage, destruction or deletion or whose access results in unauthorized damage, destruction or deletion.

MONEY means:

- a. Currency, coins, and bank notes in current use and having a face value; and
- b. Travelers checks, register checks and money orders held for sale to the public.

However, **MONEY** does not include **SECURITIES** or **DIGITAL CURRENCY**.

PERSONAL INFORMATION means information that constitutes any person's non-public information as defined in any **PRIVACY LAW**, including information related to employment by the **INSURED**. However, **PERSONAL INFORMATION** does not include information that is lawfully available to the general public and not protected by any applicable **PRIVACY LAW**.

PRIVACY BREACH means:

- a. The **INSURED'S** failure to protect **PERSONAL INFORMATION** pursuant to the requirements of a **PRIVACY LAW** which results in unauthorized disclosure;
- b. The **INSURED'S** failure to timely disclose an incident or event triggering a violation of a **BREACH NOTIFICATION LAW**; or
- c. Failure by any **INSURED** to comply with a **PRIVACY POLICY**, including any part that:
 - (1) Prohibits or restricts any **INSURED'S** disclosure, sharing or selling of an individual's **PERSONAL INFORMATION**;
 - (2) Requires the **INSURED** to provide access to **PERSONAL INFORMATION**, delete **PERSONAL INFORMATION** or to correct incomplete or inaccurate **PERSONAL INFORMATION** after a request is made by an individual;
 - (3) Requires the **INSURED** to inform an employee about **PERSONAL INFORMATION** usage and to gain consent of such employee prior to collecting or using such **PERSONAL INFORMATION**; or
 - (4) Mandates procedures and requirements to prevent the loss of **PERSONAL INFORMATION**.

PRIVACY LAW means any local, state, federal, or foreign privacy protection laws, statutes, or regulations that require any **INSURED** to protect the security or confidentiality of **PERSONAL INFORMATION**, to adopt or post specific privacy or security controls, or to notify to individuals or a governmental agency or entity in the event that **PERSONAL INFORMATION** has been or potentially has been compromised. However, **PRIVACY LAW** does not include those portions of any local, state, federal, or foreign privacy protection laws, statutes, or regulations that require any **INSURED** to provide access to **PERSONAL INFORMATION**, delete **PERSONAL INFORMATION**, or to correct incomplete or inaccurate **PERSONAL INFORMATION** after a request is made by an individual.

PRIVACY POLICY means that part of any internal or publicly accessible written document that sets forth the **INSURED'S** policies, standards and procedures for disclosure, collection, storage, protection, use, correction or supplementation, sharing, deletion, distribution or sale of **PERSONAL INFORMATION**.

SECURITIES mean negotiable and non-negotiable **INSTRUMENTS** or contracts representing either **MONEY**, **DIGITAL CURRENCY** or other property and includes:

- a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
- b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by the **INSURED**.

However, **SECURITIES** does not include **MONEY** or **DIGITAL CURRENCY**.

VENDOR means a person or entity that has provided goods or services to any **INSURED** pursuant to a written agreement or other arrangement. **VENDOR** does not mean a financial institution, bank, credit union, asset manager, broker-dealer, or any other financial institution, an armored motor vehicle company or any similar entity.

All other terms and conditions of this policy remain unchanged.