

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY
ENDORSEMENT FOR PUBLIC ENTITIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

A. Section II – WHO IS AN INSURED is amended to include:

4. Any public entity as an additional insured, and the officers, officials, employees, agents and/or volunteers of that public entity, as applicable, who may be named in the Schedule above, when you have agreed in a written contract or written agreement presently in effect or becoming effective during the term of this policy, that such public entity and/or its officers, officials, employees, agents and/or volunteers be added as an additional insured(s) on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your negligent acts or omissions; or
- b. The negligent acts or omissions of those acting on your behalf;

in the performance of your ongoing operations.

No such public entity or individual is an additional insured for liability arising out of the sole negligence by that public entity or its designated individuals. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

B. Section III – LIMITS OF INSURANCE is amended to include:

8. The limits of insurance applicable to the public entity and applicable individuals identified as an additional insured(s) pursuant to Provision A.4. above, are those specified in the written contract between you and that public entity, or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

C. With respect to the insurance provided to the additional insured(s), Condition 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary if you have agreed in a written contract or written agreement:

- (1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in c. below; or

- (2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph **b.** below.

b. Excess Insurance

This insurance is excess over:

1. Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE.**
 - (e) Any other insurance available to an additional insured(s) under this Endorsement covering liability for damages which are subject to this endorsement and for which the additional insured(s) has been added as an additional insured by that other insurance.
- (1) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.
- (2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (3) We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Methods of Sharing

If all of the other insurance available to the additional insured(s) permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any other the other insurance available to the additional insured(s) does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

COMMERCIAL UMBRELLA POLICY DECLARATIONS

PRODUCER: Acrisure of California, LLC
1950 W Corporate Way #1
Anaheim, CA 92801

POLICY NUMBER: 2021-08665-UMB

RENEWAL OF NUMBER: 2020-08665-UMB-NPO

Item 1 NAME OF INSURED AND MAILING ADDRESS:
Anova, Education & Behavioral Consultation*
220 Concourse Blvd.
Santa Rosa, CA 95403

***SEE SCHEDULE NI FOR FULL NAMED INSURED**

Item 2 POLICY PERIOD: FROM 8/1/2021 TO 8/1/2022
AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

BUSINESS DESCRIPTION: Classroom observation and counseling

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS
POLICY, WE AGREE WITH YOU TO PROVIDE THE COVERAGE AS STATED IN THIS POLICY.

Item 3 **THE ANNUAL AND MINIMUM PREMIUM DUE AT INCEPTION:** **\$7,450**
(premium includes Terrorism Coverage - Certified Acts: \$302
but only for policies that indicate coverage on Schedule A - Schedule of Underlying Insurance)

Item 4 **LIMITS OF INSURANCE:**

a.	Occurrence / Accident / Injury / Claim Limits (where applicable):	5,000,000
	i) Each Occurrence - Commercial General Liability and Products- Completed Operations Liability	
	ii) Each Accident - Business Auto Liability	
	iii) Each Injury - Liquor Liability	
	iv) Each Claim - Employee Benefits Liability	
b.	Each Claim - Directors and Officers Liability	Excluded
c.	Each Claim - Improper Sexual Conduct and Physical Abuse Liability	5,000,000
d.	Each Claim - Social Service Professional Liability	5,000,000

Aggregate limits:

e.	Commercial General Liability, Business Auto Liability, Products- Completed Operations Liability, Liquor Liability, and Employee Benefits Liability Aggregate (where applicable):	5,000,000
f.	Directors and Officers Liability Aggregate.....	Excluded
g.	Improper Sexual Conduct and Physical Abuse Liability Aggregate	5,000,000
h.	Social Service Professional Liability Aggregate	5,000,000

Item 5 **RETROACTIVE DATES - SEE SCHEDULE OF UNDERLYING INSURANCE**

FORMS AND ENDORSEMENTS ATTACHED TO THIS POLICY AT INCEPTION (NUMBER AND EDITION DATE):
CU 21 30 01 15, CU 21 33 a 01 15, CU 21 33 e 01 15, CU 21 33 s 01 15, IL 09 99 12 20, NIAC-E003 UMB 08 20, NIAC-E133 UMB 05 20, NIAC-E140 UMB 08 20,
NIAC-E180 UMB 01 21, NIAC-E253 UMB 08 21, NIAC-E42 UMB 09 19, SCHEDULE A 01 80, UMB 231 06 16, UMB 232 06 16, UMB-100 05 21, UMB62 05 13,
SCHEDULE NI



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NONPROFITS INSURANCE ALLIANCE OF CALIFORNIA (NIAC)

www.insurancefornonprofits.org

COMMERCIAL UMBRELLA POLICY DECLARATIONS

PRODUCER: Acisure of California, LLC 1950 W Corporate Way #1 Anaheim, CA 92801

POLICY NUMBER: 2021-08665-UMB

RENEWAL OF NUMBER: 2020-08665-UMB-NPO

COUNTERSIGNED: 7/28/2021 BY

Handwritten signature of Pamela C. D.

(AUTHORIZED REPRESENTATIVE)

THESE DECLARATIONS, THE ATTACHED SCHEDULE OF UNDERLYING INSURANCE, TOGETHER WITH THE ATTACHED SCHEDULE OF FORMS AND ENDORSEMENTS, AND ANY FORMS AND ENDORSEMENTS WE MAY LATER ATTACH TO REFLECT CHANGES, MAKE UP AND COMPLETE THE ABOVE NUMBERED POLICY.

Notice: This risk pooling contract is issued by a pooling arrangement authorized by California Corporations Code Section 5005.1. The pooling arrangement is not subject to all of the insurance laws of the State of California and is not subject to regulation by the Insurance Commissioner. Insurance guaranty funds are not available to pay claims in the event the risk pool becomes insolvent.