

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/04/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

li t	SUBROGATION IS WAIVED, subject to his certificate does not confer rights to	the	term:	s and conditions of the po	olicy, ce	rtain policies	s may require	e an endorsement. A s	tatement	on
-	DUCER				CONTA NAME:		eung	Marie Andrewson Marie Commission		
ISU	I/San Francisco				PHONE	(415) 7	88-9810	FAX	. (415)	248-3534
201	California St Suite 200				E-MAIL icheung@isusf.com					
	ense # 0778092				ADDRESS.					T
	n Francisco			CA 94111-5098	INSURER(S) AFFORDING COVERAGE INSURER A . Philadelphia Indemnity Ins. Co					NAIC #
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	Moraga			CA 94556	INSURE	RF:				
_		Name of Street	-	NUMBER: 20-21				REVISION NUMBER:		
C	HIS IS TO CERTIFY THAT THE POLICIES OF I IDICATED. NOTWITHSTANDING ANY REQUI ERTIFICATE MAY BE ISSUED OR MAY PERTA XCLUSIONS AND CONDITIONS OF SUCH PO	REME AIN, T	NT, TE	ERM OR CONDITION OF ANY SURANCE AFFORDED BY THE	CONTRA E POLIC	ACT OR OTHER	R DOCUMENT! D HEREIN IS S	MTH RESPECT TO WHIC	H THIS	
INSR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LI	MITS	
	COMMERCIAL GENERAL LIABILITY					_	,	EACH OCCURRENCE	s 1,00	0,000
	CLAIMS-MADE OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	s 100.	.000
						ı		MED EXP (Any one person)	s 5,00	10
Α		Υ		PHPK2125892		06/30/2020	06/30/2021	PERSONAL & ADV INJURY		0,000
	GEN'L AGGREGATE LIMIT APPLIES PER			. 257 28404003 km+3. km-3. 5m		li li			3	0,000
	PRO-							GENERAL AGGREGATE	3.00	0.000
	OTHER: LOC							PRODUCTS - COMP/OP AGG	5	
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT	s 1.00	0.000
	X ANY AUTO				06/30/2020		(Ea accident) BODILY INJURY (Per person)	s		
Α	OWNED SCHEDULED		PHPK2125892			06/30/2020	06/30/2021	BODILY INJURY (Per accident		
	AUTOS ONLY AUTOS NON-OWNED			PHPK2125092		00/30/2020		PROPERTY DAMAGE	s	
	AUTOS ONLY AUTOS ONLY							(Per accident)	s	
	✓ UMBRELLA LIAB ✓ CCCUP								3.00	0,000
Α	EXPERSION DECOR			PHUB719914		06/30/2020	06/30/2021	EACH OCCURRENCE	3	0.000
	CCAIMS-MADE							AGGREGATE	13	
	WORKERS COMPENSATION				_			PER OTH-	S	
	AND EMPLOYERS' LIABILITY Y/N									
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCIDENT	S	-
	(Mandatory in NH) If yes, describe under					1		E.L. DISEASE - EA EMPLOYE		***************************************
	DÉSCRIPTION OF OPERATIONS below							Aggregate/Each Claim		00,000
^	Educators Legal Liability			DUDICA ANEN/DUDICA ACCOO	,	06/30/2020		Aggregate/Each Claim		
Α	Sexual Abuse & Molestatio			PHPK214050/PHPK212589	۷	06/30/2020	06/30/2021	Aggregate		00,000
								Each Abusive Conduct	\$1,00	00,000
Cert	RIPTION OF OPERATIONS / LOCATIONS / VEHICLE ificate Holder is included as Additional Insurence (CG2005).							e Insured's operations as	per	
				M. A				wanin anales a sense i com		
CER	TIFICATE HOLDER				CANC	ELLATION				
	Mt. Diablo Unified School District				THE		ATE THEREOF	SCRIBED POLICIES BE C , NOTICE WILL BE DELIVI PROVISIONS.		BEFORE
	1936 Carlotta Dive			1	AUTHORIZED REPRESENTATIVE					

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Concord

CA 94519

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - CONTROLLING INTEREST

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Na	me Of Pe	rson(s) Or	Organiza	ation(s):
Mt.	Diablo	Unified	School	District
Info	ormation re	equired to c	omplete t	his Schedule, if not shown above, will be shown in the Declarations.

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability arising out of:
 - 1. Their financial control of you; or
- 2. Premises they own, maintain or control while you lease or occupy these premises.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law: and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- **B.** This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement: or
- Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY DELUXE ENDORSEMENT SCHOOLS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Damage to Premises Rented to You	\$300,000	2
Extended Property Damage	included	2
Non-Owned Watercraft	Less than 58 feet	2
Supplementary Payments – Bail Bonds	\$2,500	2
Supplementary Payment – Loss of Earnings	\$500 per day	2
Medical Payments	\$15,000	3
Medical Payments – Extended Reporting Period	3 years	3
Employee Indemnification Defense Coverage for Employee	\$25,000	3
Additional Insured – Medical Directors and Administrators	Included	3
Additional Insured – Managers and Supervisors	Included	3
Additional Insured – Broadened Named Insured	Included	3
Additional Insured – Funding Source	Included	3
Additional Insured – Managers or Lessors of Premises	Included	4
Additional Insured – By Contract, Agreement or Permit	Included	4
Additional Insured – Broad Form Vendors	Included	4
General Aggregate – Per Campus	Included	5
Duties in the Event of Occurrence, Claim or Suit	Included	6
Other Insurance – Primary Additional Insured	Included	6
Other Insurance – You Are An Additional Insured On Another Person's Or Organization's Policy	Included	7
Unintentional Failure to Disclose Hazards	Included	8
Liberalization	Included	8
Bodily Injury – includes Mental Anguish	Included	8
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	8
Transfer of Rights of Recovery Against Others To Us	Clarification	9
Science Laboratory "Occurrence"	\$50,000	9
Medical Incident Liability - Nurse and Athletic Trainer	Included	9

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A. Damage to Premises Rented to You

- 1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:
 - a. The last paragraph of SECTION I COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions;
 - b. SECTION III LIMITS OF INSURANCE, Paragraph 6.;
 - c. SECTION V DEFINITIONS, Paragraph 9.a.
- 2. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the words "Fire insurance" are changed to "insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:
 - a. SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS, Subsection 4. Other Insurance, Paragraph b. Excess insurance
- The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:
 - a. \$300,000; or
 - b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

B. Extended "Property Damage"

SECTION I - COVERAGES. COVERAGE A. COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph a. is deleted and replaced by the following:

a. Expected or Intended Injury

"Bodily Injury" or "Property Damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

C. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph g. (2) is amended to read as follows:

- (2) A watercraft you do not own that is:
 - (a) Less than 58 feet long; and
 - (b) Not being used to carry persons or property for a charge:

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

D. Supplementary Payments

Under the SUPPLEMENTARY PAYMENTS - COVERAGE A AND B provision, Items 1.b. and 1.d. PI-GLD-VS (05/17)

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are amended as follows:

- 1. The limit for the cost of bail bonds is changed from \$250 to \$2,500; and
- 2. The limit for loss of earnings is changed from \$250 a day to \$500 a day.

E. Medical Payments - Limit Increased to \$15,000, Extended Reporting Period

If COVERAGE C MEDICAL PAYMENTS is not otherwise excluded from this Coverage Part:

- The Medical Expense Limit is changed subject to all of the terms of SECTION III LIMITS OF INSURANCE to the greater of:
 - a. \$15,000; or
 - b. The Medical Expense Limit shown in the Declarations of this Coverage Part.
- SECTION I COVERAGE, COVERAGE C MEDICAL PAYMENTS, Subsection 1. Insuring Agreement, the second part of Paragraph a. is amended to read:

provided that:

(2) The expenses are incurred and reported to us within three years of the date of the accident;

F. Employee Indemnification Defense Coverage

Under the **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** provision, the following is added:

3. We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding.

The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the numbers of "employees", claims or "suits" brought or persons or organizations making claims or bringing "suits".

G. SECTION II - WHO IS AN INSURED is amended as follows:

- If coverage for newly acquired or formed organizations is not otherwise excluded from this Coverage Part, Paragraph 3.a. is changed to read:
 - a. Coverage under this provision is afforded until the end of the policy period.
- 2. Each of the following is also an insured:
 - Medical Directors and Administrators Your medical directors and administrators, but only
 while acting within the scope of and during the course of their duties as such.
 - b. Managers and Supervisors If you are an organization other than a partnership or joint venture, your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors.
 - c. Broadened Named Insured Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
 - d. Funding Source Any person or organization with respect to their liability arising out of:
 (1) Their financial control of you; or

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- (2) Premises they own, maintain or control while you lease or occupy these premises. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.
- e. Managers or Lessors of Premises Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased to you subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.
- f. By Contract, Agreement or Permit Any person or organization with whom you agreed, because of a written contract or agreement or permit, to provide insurance such as is afforded under this policy, but only with respect to your operations, "your work" or facilities owned or used by you.
 - (1) This provision does not apply:
 - (a) Unless the written contract or agreement has been executed or permit has been issued prior to the "bodily injury," "property damage." "personal and advertising injury":
 (b) To any person or organization included as an insured under g. Broad Form Vendors
 - below: or
 - (c) To any person or organization included as an insured by an endorsement issued by us and made a part of this Coverage Part.
 - (2) When an engineer, architect or surveyor becomes an insured under this Coverage Part, the following additional exclusion applies:
 - (a) "Bodily injury", "property damage", "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
 - (i) The preparing, approving, or failing to approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
 - (ii) Supervisory, inspection, or engineering services.
 - (3) When a lessor of leased equipment becomes an insured under this Coverage Part, the following additional exclusions apply:
 - (a) To any "occurrence" which takes place after the equipment lease expires; or (b) To "bodily injury" or "property damage" arising out of the sole negligence of the lessor.
 - (4) When owners or other interests from whom land has been leased become an insured under this Coverage Part, the following additional exclusions apply:
 - (a) Any "occurrence" which takes place after you cease to lease that land; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of the owners or other interests from whom land has been leased.
- g. Broad Form Vendors Any person or organization with whom you agreed, because of a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions.
 - (1) The insurance afforded the vendor does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement:
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing or substitution of parts under instructions from the manufacturer, and then repackaged in the original container:

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- (e) Any failure to make such inspections. adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
- (2) This provision does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- (3) This provision does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Coverage Part.
- (4) This provision does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Coverage Part or by endorsement.

H. Per Campus - General Aggregate

SECTION III - LIMITS OF INSURANCE is amended to include the following provisions:

- 1. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under SECTION I COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, and for all medical expenses caused by accidents under SECTION I COVERAGE, COVERAGE C MEDICAL PAYMENTS which can be attributed only to operations at a single designated "campus" shown in the Declarations:
 - a. A separate Per Campus General Aggregate Limit is applicable to each single designated "campus" shown in the Declarations and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - b. The Per Campus General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard." and for medical expenses under COVERAGE C regardless of the number of:
 - (1) Insureds;
 - (2) Claims made or "suits" brought; or
 - (3) Persons or organizations making claims or bringing "suits."
 - c. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the Per Campus General Aggregate Limit for that designated "campus." Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Per Campus General Aggregate Limit for any other designated "campus" shown in the Declarations.
 - d. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Per Campus General Aggregate Limit.

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- 2. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under SECTION I COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABIITY, and for all medical expenses caused by accidents under SECTION I COVERAGE, COVERAGE C MEDICAL PAYMENTS which cannot be attributed only to operations at a single designated "campus" shown in the Declarations:
 - a. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 - b. Such payments shall not reduce any separate designated "campus" General Aggregate Limit.
- 3. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payment for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Per Campus General Aggregate Limit.
- 4. SECTION V DEFINITIONS is amended by adding the following:
 - "Campus" is defined as premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- The provisions of SECTION III LIMITS OF INSURANCE not otherwise modified by the above shall continue to apply as stipulated.

I. Duties in the Event of Occurrence, Claim or Suit

- The requirement in Paragraph 2.a. of SECTION IV COMMERCIAL GENERAL LIABILITY
 CONDITIONS that you must see to it that we are notified as soon as practicable of an "occurrence"
 or an offense, applies only when the "occurrence" or offense is known to:
 - a. You, if you are an individual:
 - b. A partner, if you are a partnership; or
 - c. An executive officer or insurance manager, if you are a corporation.
- The requirement in Paragraph 2.b. of SECTION IV COMMERCIAL GENERAL LIABILITY
 CONDITIONS that you must see to it that we receive notice of a claim or "suit" as soon as
 practicable will not be considered breached unless the breach occurs after such claim or "suit" is
 known to:
 - a. You, if you are an individual;
 - b. A partner, if you are a partnership; or
 - c. An executive officer or insurance manager, if you are a corporation.

J. Other Insurance - Primary Additional Insured

 If the written contract or agreement or permit requires this insurance to be primary for any person or organization with whom you agree to include in SECTION II - WHO IS AN INSURED, then SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Subsection 4. Other Insurance is replaced by the following:

If other valid and collectible insurance is available for a loss we cover under **COVERAGE A** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance - This insurance is primary. We will not seek contributions from other PI-GLD-VS (05/17)

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insurance available to the person or organization with whom you agree to include in **SECTION II - WHO IS AN INSURED**, except when 2, below applies.

- Excess Insurance -This insurance is excess over any of the other insurance whether primary, excess, contingent or any other basis;
 - (1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (2) That is Fire, lightning or explosion insurance for premises rented to you; or temporarily occupied by you with permission of the owner; or
 - (3) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to SECTION I COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph g.

When this insurance is excess, we will have no duty under Coverages A or B to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

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:

- The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all other insurance.

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. Method of Sharing - If all the other insurance 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 or the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's contribution is based on the ratio of its applicable limits of insurance of all insurers.

This provision only applies with respect to your operations, "your work" or facilities owned or used by you.

K. Other Insurance – You Are An Additional Insured On Another Person's Or Organization's Policy

If you are an insured under SECTION II - WHO IS AN INSURED, then SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Subsection 4. OTHER INSURANCE, Paragraph b. Excess Insurance is replaced by the following:

This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis:

- That is Fire, Extended Coverage, Builders Risk, Installation Risk or similar coverage for "your work";
- 2. That is Fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

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- If the loss arises out of the maintenance or use of aircraft. "autos" or watercraft to the extent not subject to SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions. Paragraph g.: or
- 4. When any of the Named Insureds, under this Coverage Part, are additional insureds under a commercial general liability policy or similar insurance of another party.

When this insurance is excess, we will have no duty under Coverages A or B to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insureds.

When this insurance is excess or other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- 2. The total of all deductible and self-insured amounts under all that other insurance.

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.

L. Unintentional Failure To Disclose Hazards

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

M. Liberalization

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

N. Bodily Injury - Mental Anguish

SECTION V - DEFINITIONS, Paragraph 3. is changed to read:

"Bodily Injury":

- a. Means bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- Except for mental anguish, includes death resulting from the foregoing (item a. above) at any time.

O. Personal and Advertising Injury - Abuse of Process, Discrimination

If COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

- 1. SECTION V DEFINITIONS, Paragraph 14. b. is revised to read:
 - b. Malicious prosecution or abuse of process:
- 2. SECTION V DEFINITIONS, Paragraph 14. is amended to include the following:

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"Personal Injury" also means discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of: (1) Any insured: or
 - (2) Any executive officer, director, stockholder, partner or member of the insured; or
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured: or
- c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental. lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

P. Transfer of Rights of Recovery Against Others To Us

As a clarification, the following is added to SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Subsection 8. Transfer of Rights of Recovery Against Others To Us:

Therefore, the insured can waive the insurer's Rights of Recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

Q. Science Laboratory "Occurrence"

SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph f. does not apply to any "bodily injury" or "physical damage" arising out of a fire or "occurrence" in any of your science laboratories while teaching is being conducted in that laboratory, subject to a \$50,000 per policy limit.

R. Medical Incident Liability-Nurse and Athletic Trainer

- 1. SECTION II WHO IS AN INSURED, Subparagraph 2.a. (1) (d) is deleted and replaced by the following:
 - (d) Arising out of his or her providing or failing to provide professional medical services. This paragraph does not apply to a registered or practical nurse or athletic trainer, while acting within the scope of his or her duties for the Named Insured and arising out of a "medical incident".
- 2. SECTION V DEFINITIONS, 13. is deleted and replaced by the following:

"Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, and "medical incident".

3. The following definition is added to **SECTION V – DEFINITIONS**:

"Medical Incident" means any act or omission in the furnishing or failure to furnish professional medical services by the insured or any person acting under the personal direction, control, or supervision of the insured. Any such act or omission together with all related acts or omissions in the furnishing of such services to any one person shall be considered one "medical incident".

"Medical incident" does not include any actual, alleged or threatened emotional, physical, or sexual abuse of any patient or professional medical services recipient.

PI-GLD-VS (05/17)

Page 9 of 9



A Member of the Tokio Marine Group

One Bala Plaza, Suite 100 Bala Cynwyd, Pennsylvania 19004 610.617.7900 Fax 610.617.7940 PHLY.com

COMMERCIAL UMBRELLA LIABILITY INSURANCE POLICY DECLARATIONS

Philadelphia Indemnity Insurance Company	2830 ISU Insurance Services of San Francis 201 California St Ste 200 San Francisco, CA 94111					
	(415) 623-5189					
NAMEDINSURED: Orion Academy						
MAILING ADDRESS: 350 Rheem Blvd Moraga, CA 94556-1516						
POLICY PERIOD: FROM 06/30/2020 TO	06/30/2021 AT 12:01 A.M. STANDARD					
TIME AT YOUR MAILING ADDRESS SHOWN ABOVE						
N RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.						
LIMITS OF I	NSURANCE					
EACH OCCURRENCE LIMIT						

LIMITS OF INSURANCE											
EACH OCCURRENCE LIMIT (LIABILITY COVERAGE)	\$2,000,000										
PERSONAL & ADVERTISING INJURY LIMIT	\$2,000,000	Any one person or organization									
PRODUCTS COMPLETED OPERATIONS AGG	REGATE LIMIT	\$2,000,000									
GENERAL AGGREGATE LIMIT (LIABILITY COrrespect to Auto Liability and Products Completed	VERAGE) (except with displayments)	\$2,000,000									

	R	ETAINED LIMIT	
RETAINED LIMIT:	\$	10,000	

PREMIUM	
PREMIUM SUBTOTAL	\$1,920.00
STATE TAXES, FEES, SURCHARGES (if applicable)	\$Not Applicable
PREMIUM TOTAL (including Taxes, Fees, Surcharges)	\$ 1,920.00
AUDIT PERIOD: NOT APPLICABLE ANNUALLY SEMI-ANNUALLY QUART	ERLY MONTHLY
DESCRIPTION OF PURINESS	
DESCRIPTION OF BUSINESS	
FORM OF BUSINESS: CORPORATION	
BUSINESS DESCRIPTION: Specialty School Umbrella	
ENDORSEMENTS ATTACHED TO THIS POLICY	
SEE ATTACHED SCHEDULE	

	SCH	EDULE OF U	INDE	RLYING INSURANCE	
Employers' Liabilit	ty				
Company:					
Policy Number.					
Policy Period:					
Minimum Applicable	e Limits				
Bodily injury by	accident		\$_		_Each Accident
Bodily injury by	disease				
Bodily injury by	disease		\$_		
					-
Commercial Gener	al Liability			☑ Occurrence	☐ Claims-Made
Company:	Philadelphia	Indemnity	Ins	urance Company	
Policy Number:	PHPK2125892				
Policy Period:	06/30/2020	06/30/2	021		
Retroactive Date: 1	Not Applicable				
Minimum Applicable	Limits:				
General Aggreg	ate			2,000,000	-
	eted Operations Ag	gregate	\$_	2,000,000	
Personal And Ad	dvertising Injury		\$_	1,000,000	
Each Occurrenc	e		\$_	1,000,000	<u>.</u>
Commercial Auto L	iahilih/				
		Indemnity	Tns	urance Company	
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	06/30/2020	06/30/2	021		
Minimum Applicable		00/30/2	021		
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Professional Liabili	ity		1	☐ Occurrence	☐ Claims-Made
Company:					
Policy Number:					
Policy Period: _		***************************************			
Retroactive Date:					
Minimum Applicable	Limits		_		
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Employee Benefits Liability	□ Occurrence	☐ Claims-Made
Company:		
Policy Number:		
Policy Period:		
Retroactive Date:		
Minimum Applicable Limits		
\$		-
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Abusive Conduct Liability	☑ Occurrence	☐ Claims-Made
Company: Philadelphia Indemnity Insur	rance Company	
Policy Number: PHPK2125892		
Policy Period: 06/30/2020 06/30/2021		
Retroactive Date: Not Applicable		
Minimum Applicable Limits	* 552 	
Each Abusive Conduct \$		
Aggregate \$	3,000,000	
Directors & Officers Liability	Occurrence	☐ Claims-Made
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Company:		•
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Policy Number:Policy Period:		
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Watercraft Liability	Occurrence	☐ Claims-Made
Company:		
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Retroactive Date:		
Minimum Applicable Limits		
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Other Coverages Not Included in Above	☐ Occurrence	☐ Claims-Made
Company		
Company:Policy Number:		
197		
Policy Period:		
Minimum Applicable Limits		
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	\$	
THESE DECLARATIONS, TOGETHER WITH FORM(S) AND ANY ENDORSEMENT(S), COM		

IN WITNESS WHEREOF, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.

By:

(Authorized Representative)

John W. Glomb, Jr.

President & Chief Underwriting Officer

(Date)

Secretary

Countersigned:

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/04/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR BE BATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S). AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate helds to the cer

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DA	MID OLSON								DAVID OLSON				
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