

## **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 09/20/2023

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. 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 holder in lieu of such endorsement(s).										
PRODUCER	ot confer rights to	the c	ertino	cate holder in lieu of such	CONTAG		Rood			
DHW Insurance Brokers					NAME: PHONE	(650) 9	58-2375	FAX	(650) 8	356-1023
License # : 0281413					(A/C, No E-MAIL	o, Ext): (000) 0	ayton-dhw.com	(A/C, No):	(000) 0	50-1025
PO Box 4306					ADDRES	55.				
Walnut Creek				CA 94596	INSURER(S) AFFORDING COVERAGE				NAIC # 19879	
INSURED				CA 94390	INSURER A : Security National Ins. Co.				25011	
	ducational Sonvicos	Inc F	אפר	Wellspring Education	INSURER B: Wesco Insurance Company				23011	
1543 Sunny		, 1110.2	JDA. 1		INSURE					
1040 Sunny	vale Avie				INSURE					
Walnut Cree	sk			CA 94597	INSURE					
					INSURE	RF:				
COVERAGES				NUMBER: 23-24 All E LISTED BELOW HAVE BEEN				REVISION NUMBER:		
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INSR LTR TYPE OF INS	URANCE	ADDL INSD	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	3	
								EACH OCCURRENCE	<sub>\$</sub> 1,00	0,000
CLAIMS-MADE								DAMAGE TO RENTED PREMISES (Ea occurrence)	<sub>\$</sub> 10,0	00
								MED EXP (Any one person)	<sub>\$</sub> 5,00	0
Α		Y		SPP1816786 00		10/14/2023	10/14/2024	PERSONAL & ADV INJURY	<sub>\$</sub> 1,00	0,000
GEN'L AGGREGATE LIMIT	APP <u>LIES P</u> ER:							GENERAL AGGREGATE	<sub>\$</sub> 3,00	0,000
	LOC							PRODUCTS - COMP/OP AGG	<sub>\$</sub> 3,00	0,000
OTHER:									\$	
AUTOMOBILE LIABILITY								COMBINED SINGLE LIMIT (Ea accident)	\$ Inclu	ided
ANY AUTO									\$	
A OWNED AUTOS ONLY	SCHEDULED AUTOS			SPP1816786 00		10/14/2023	10/14/2024		\$	
HIRED AUTOS ONLY	NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
								· · · · · · · · · · · · · · · · · · ·	\$	
VMBRELLA LIAB	OCCUR							EACH OCCURRENCE	<sub>\$</sub> 2,00	0,000
B EXCESS LIAB	CLAIMS-MADE			WUM1866483-03		10/14/2023	10/14/2024	AGGREGATE	<sub>\$</sub> 2,00	0,000
DED X RETEN	10,000								\$	
	TV							PER OTH- STATUTE ER		
AND EMPLOYERS' LIABILI ANY PROPRIETOR/PARTN		N/A							\$	
OFFICER/MEMBER EXCLU (Mandatory in NH)	DED?	N/A						E.L. DISEASE - EA EMPLOYEE	\$	
If yes, describe under DESCRIPTION OF OPERAT	IONS below								\$	
Professional Liability								Aggregate	\$3,0	00,000
A				SPP1816786 00		10/14/2023	10/14/2024	Each Occurrence	\$1,0	00,000
								Sexual/Phys/Molestation	\$1,0	00,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Locations RE: Insured's Operations As required by written contract: Mt. Diablo Unified School District is named as additional insureds with respects to General Liability.										
					CANC					
CERTIFICATE HOLDER Mt. Diablo L 1936 Carlot	Inified School Distric	t			SHO THE ACC	EXPIRATION D	OATE THEREOI	SCRIBED POLICIES BE CAN 7, NOTICE WILL BE DELIVER 7 PROVISIONS.		) BEFORE
CONCORD				CA 94519	Atria Sanchez					

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# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

## **GENERAL LIABILITY ENHANCEMENT: NONPROFIT**

This endorsement modifies insurance provided under the following:

## COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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 #
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	\$100,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	\$50,000 limit	2
Damage to Premises Rented to You	\$1,000,000	2
HIPAA	Clarification	3
Medical Payments	\$20,000	4
Medical Payments – Extended Reporting Period	3 years	4
Athletic Activities	Amended	4
Supplementary Payments – Bail Bonds	\$10,000	4
Supplementary Payment – Loss of Earnings	\$1,500 per day	4
Employee Indemnification Defense Coverage	\$25,000	4
Key and Lock Replacement – Janitorial Services Client Coverage	\$20,000 limit	4
Additional Insured – Newly Acquired Time Period	Amended	5
Additional Insured – Medical Directors and Administrators	Included	5
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	5
Additional Insured – Broadened Named Insured	Included	5
Additional Insured – Funding Source	Included	6
Additional Insured – Home Care Providers	Included	6
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	6
Additional Insured – Lessor of Leased Equipment	Included	6
Additional Insured – Grantors of Permits	Included	6
Additional Insured – Vendor	Included	6
Additional Insured – Franchisor	Included	7
Additional Insured – As Required by Contract	Included	7
Additional Insured – Owners, Lessees, or Contractors	Included	7
Additional Insured – State or Political Subdivisions	Included	7
Additional Insured –Trustees, Officials, Members of the Board of Governors, Rabbi, Clergymen or Deacons	Included	8
Duties in the Event of Occurrence, Claim or Suit	Included	8
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Unintentional Failure to Disclose Hazards	Included	8
Transfer of Rights of Recovery Against Others To Us	Clarification	8
Liberalization	Included	8
Bodily Injury – includes Mental Anguish	Included	8
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	9
Aggregate Limit Per Location	Included	9

#### A. Extended Property Damage

Section I – Coverages, Coverage A Bodily Injury and Property Damage Liability, Subsection 2. Exclusions, Paragraph a. is deleted in its entirety 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.

#### B. Limited Rental Lease Agreement Contractual Liability

Section I – Coverages, Coverage A Bodily Injury and Property Damage Liability, Subsection 2. Exclusions, Paragraph b. Contractual Liability is amended to include the following:

(3) Based on the named insured's request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$100,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter's liability insurance of the client.

#### C. Non-Owned Watercraft

Section I – Coverages, Coverage A Bodily Injury and Property Damage Liability, Subsection 2. Exclusions, Paragraph g. (2) is deleted in its entirety and replaced by the following:

- (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. Damage to Property You Own, Rent or Occupy

Section I – Coverages, Coverage A Bodily Injury and Property Damage Liability, Subsection 2. Exclusions, Paragraph j. Damage to Property, Item (1) is deleted in its entirety and replaced with the following:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a \$50,000 limit. A client is defined as a person under your direct care and supervision.

#### E. 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; is deleted in its entirety and replaced by the following:

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Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits of Insurance**.

b. Section III – Limits of Insurance, Paragraph 6. is deleted in its entirety and replaced by the following:

Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under **Coverage A** for damages because of "property damage" to anyone premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

c. Section V – Definitions, Paragraph 9.a., is deleted in its entirety and replaced by the following:

A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

2. Section IV – Commercial General Liability Conditions, Subsection 4. Other Insurance, Paragraph b. Excess Insurance, (1) (a) (ii) is deleted in its entirety and replaced by the following:

That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

- 3. The Damage To Premises Rented To You Limit Section of the Declarations is amended to the greater of:
  - **a)** \$1,000,000; 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.

#### F. HIPAA

#### Section I – Coverages, Coverage A Bodily Injury and Property Damage Liability, is amended as follows:

1. Paragraph 1. Insuring Agreement is amended to include the following:

We will pay those sums that the insured becomes legally obligated to pay as damages because of a "violation(s)" of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any "suit," "investigation," or "civil proceeding" seeking these damages. However, we will have no duty to defend the insured against any "suit" seeking damages, "investigation," or "civil proceeding" to which this insurance does not apply.

2. Paragraph 2. Exclusions is amended to include the following additional exclusions:

This insurance does not apply to:

#### a) Intentional, Willful, or Deliberate Violations

Any willful, intentional, or deliberate "violation(s)" by any insured.

b) Criminal Acts

Any "violation" which results in any criminal penalties under the HIPAA.

#### c) Other Remedies

Any remedy other than monetary damages for penalties assessed.

#### d) Compliance Reviews or Audits

Any compliance reviews by the Department of Health and Human Services.

- **3.** Section V Definitions is amended to include the following additional definitions:
  - a. "Civil proceeding" means an action by the Department of Health and Human Services (HHS) arising out of "violations."
  - b. "Investigation" means an examination of an actual or alleged "violation(s)" by HHS. However, "investigation" does not include a Compliance Review.
  - c. "Violation" means the actual or alleged failure to comply with the regulations included in the HIPAA.

#### G. Medical Payments – Limit Increased to \$20,000, Extended Reporting Period

If Coverage C – Medical Payments is not otherwise excluded from this Coverage Part:

- 1. The Medical Expense Limit is changed subject to all of the terms of **Section III Limits of Insurance** to the greater of:
  - **a.** \$20,000; or
  - b. The Medical Expense Limit shown in the Declarations of this Coverage Part
- 2. Section I Coverage, Coverage C Medical Payments, Subsection 1. Insuring Agreement, a. (3) (b) is deleted in its entirety and replaced by the following:
  - b) The expenses are incurred and reported to us within three years of the date of the Accident.

#### H. Athletic Activities

Section I – Coverage, Coverage C Medical Payments, Subsection 2. Exclusions, Paragraph e. Athletic Activities is deleted in its entirety and replaced with the following:

#### e. Athletic Activities

To a person injured while taking part in athletics.

#### I. Supplementary Payments

#### Section I – Coverages, Supplementary Payments – Coverage A and B are amended as follows:

1.b. is deleted in its entirety and replaced by the following:

- **1. b.** Up to \$10,000 for cost of bail bonds required because of accidents or traffic law Violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.
- 1.d. is deleted in its entirety and replaced by the following:
  - 1. d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,500 a day because of time off from work.

#### J. Employee Indemnification Defense Coverage

#### Section I – Coverages, Supplementary Payments – Coverage A and B the following is added:

We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding occurring in the course of employment.

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.

#### K. Key and Lock Replacement – Janitorial Services Client Coverage

Section I – Coverages, Supplementary Payments – Coverage A and B is amended to include the following:

We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a \$10,000 limit per occurrence and \$20,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or anyone to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

- **a.** "Client" means an individual, company or organization with whom you have a written contractor work order for your services for a described premises and have billed for your services.
- **b.** "Employee" means:
  - (1) Any natural person:
    - (a) While in your service or for 30 days after termination of service;
    - (b) Who you compensate directly by salary, wages or commissions; and
    - (c) Who you have the right to direct and control while performing services for you; or
  - (2) Any natural person who is furnished temporarily to you:
    - (a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or
    - (b) To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you.

- (3) "Employee" does not mean:
  - (a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
  - (b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."
- c. "Manager" means a person serving in a directorial capacity for a limited liability company.

#### L. Additional Insureds

#### Section II - Who Is An Insured is amended as follows:

- 1. If coverage for newly acquired or formed organizations is not otherwise excluded from this Coverage Part, Paragraph **3.a.** is deleted in it's entirely and replaced by the following:
  - **a.** Coverage under this provision is afforded until the end of the policy period.
- 2. Each of the following is also an insured:
  - a. 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. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.
  - b. Managers and Supervisors Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your "employees" are also insureds for "bodily injury" to a co- "employee" while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a. (1) (a) of form CG 00 01 as it applies to managers of a limited liability company.

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
  - (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. Home Care Providers At the first Named Insured's option, any person or organization under your direct supervision and control while providing for your private home respite or foster home care for the developmentally disabled.
- f. Managers, Landlords, 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 or rented 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; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.
- g. Lessor of Leased Equipment Automatic Status When Required in Lease Agreement With You– Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- **h.** Grantors of Permits Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:
  - (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:
    - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
    - (b) The construction, erection, or removal of elevators; or
    - (c) The ownership, maintenance, or use of any elevators covered by this insurance.
- i. Vendors 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, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (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 the 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; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (i) The exception contained in Sub- paragraphs (d) or (f); or
  - (ii) 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.
- (2) This insurance 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.
- j. Franchisor Any person or organization with respect to their liability as the grantor of a franchise to you.
- k. As Required by Contract Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
- I. Owners, Lessees or Contractors Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - (1) Your acts or omissions; or
  - (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- m. State or Political Subdivisions Any state or political subdivision as required, subject to the following provisions:
  - (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
  - (2) This insurance does not apply to:

- (a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (b) Bodily injury" or "property damage" included within the "products-completed operations hazard."
- **n.** Your trustees, officials, members of the board of governors, Rabbi, Clergymen or Deacons but only with respect to their duties as such.

#### M. Duties in the Event of Occurrence, Claim or Suit

Section IV – Commercial General Liability Conditions, Paragraph 2. Is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.
- **b.** is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership: or
- (3) An executive officer or insurance manager, if you are a corporation.

#### N. Unintentional Failure To Disclose Hazards

Section IV – Commercial General Liability Conditions, 6. Representations is amended to include the following:

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.

#### O. Transfer of Rights of Recovery Against Others To Us

Section IV – Commercial General Liability Conditions, 8. Transfer of Rights of Recovery Against Others To Us is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and helps us enforce them.

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

#### P. Liberalization

Section IV – Commercial General Liability Conditions, is amended to include the following:

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.

#### Q. Bodily Injury – Mental Anguish

Section V – Definitions, Paragraph 3. Is deleted in its entirety and replaced by the following:

"Bodily injury" means:

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

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#### R. 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 deleted in its entirety and replaced by the following:
  - **b.** Malicious prosecution or abuse of process;
- 2. Section V Definitions, Paragraph 14. is amended by adding the following:

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;
- 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;
- 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.

#### S. Aggregate Limit Per Location

#### Section III - Limits of Insurance and Section V - Definitions

- 1. Under Section III Limits of Insurance, the General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.
- 2. Under Section V Definitions, the following definition is added as follows:

"Location" means 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.



## COMMERCIAL UMBRELLA COVERAGE DECLARATIONS

Policy Number WUM1866483 03	Policy Period	From: 10/14/2023 12:01 A.M. Standard Time at the	
Transaction Renewal			
Named Insured and Address Wellspring Educational Services, Inc DBA: Wellspring Education 1543 Sunnyvale Ave Walnut Creek CA 94597	Producer: 105633 DHW Insurance Brokers DHW Insurance Brokers PO Box 4306 Walnut Creek CA 94596 Telephone: (650) 858-2375	5	
Business Description Schools - Private Schools	<b>Type of Business</b> Other - Non-Profit		Non-Auditable
		Audit Period	Non-Auditable

IN 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 INSURANCE

EACH OCCURRENCE LIMIT POLICY AGGREGATE LIMIT PERSONAL & ADVERTISING INJURY SELF-INSURED RETENTION \$2,000,000 \$2,000,000 Included \$10,000

Any one person or organization

Sub-total Premium\$3,000.00Terrorism PremiumExcludedSTATE TAX OR OTHER (if applicable)\$3,000.00TOTAL PREMIUM FOR THIS COVERAGE PART\$3,000.00

#### FORMS AND ENDORSEMENTS\*

See Forms And Endorsements Schedule

\*Entry Optional If shown In common policy declarations.

THESE DECLARATIONS TOGETHER WITH THE COVERAGE DECLARATIONS, COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORM(S) AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

9/12/2023 Date

Signature of Authorized Representative



### COMMERCIAL UMBRELLA COVERAGE DECLARATION SCHEDULE OF UNDERLYING

Commercial General Liability			Occurrence	Claims-Made				
Company:	Security National Insu	uranc						
Policy Number:	SPP1816786 00							
Policy Period:	10/14/2023 - 10/14/20	10/14/2023 - 10/14/2024						
Minimum Applicable Li	mits							
General Aggregate Products-Completed Operations Aggregate Personal And Advertising Injury Each Occurrence			3,000,000					
			3,000,000					
			1,000,000					
			1,000,000					
General Aggregate Limi	and Each Occurrence Limit each i	nclude	Hired Auto Liability and N	Non-Owned Auto Liability				



## **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

08/21/2023										
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.										
lf	SUBROGATION IS WAIVED, subject	to th	e ten	ms and conditions of the	policy	. certain poli	cles may rec	uire an endorsement. A stat	ement on	
PRO	DUCER Trans Bay Insurance				CONTA NAME:	David	f G. Smith			
	2161 San Pablo Ave				PHONE (A/C, N	p. Ext): (510)	724-1200	FAX (A/C, No); (510)	724-8041	
	Pinole, CA 94564				E-MAIL ADDRE	ss: david	@transbay.c	com		
	License #: 0188680				INSURER(S) AFFORDING COVERAGE NAIC				NAIC #	
			_		INSURE	RA: State	Compensa	tion Insurance Fund		
INSU	WELLSPRING EDUCATION	ONA	L SE	ERVICES, INC	INSURE	RB:				
	DBA WELLSPRING EDU			·	INSURE	RC:				
	1543 SUNNYVALE AVE				INSURE	RD:		••••	-	
	WALNUT CREEK, CA 94	597			INSURE					
	VERAGES CER	TIEI		NUMBER: 00002608-5	INSURE	RF:		REVISION NUMBER: 86		
_	HIS IS TO CERTIFY THAT THE POLICIES					SSUED TO TH			PERIOD	
IN C	IDICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY PR KCLUSIONS AND CONDITIONS OF SUCH	QUIRE	EMEN N, TH	T, TERM OR CONDITION OF E INSURANCE AFFORDED	F ANY C BY THE	ONTRACT OF POLICIES DE	OTHER DOC	UMENT WITH RESPECT TO WH REIN IS SUBJECT TO ALL THE T	CH THIS	
INSR LTR	TYPE OF INSURANCE	ADDL	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE \$		
	CLAIMS-MADE OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence) \$		
								MED EXP (Any one person) \$		
								PERSONAL & ADV INJURY \$		
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$		
	POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG \$		
	OTHER:							\$ COMBINED SINGLE LIMIT		
								(Ea accident)		
	OWNED SCHEDULED							BODILY INJURY (Per person) \$		
	AUTOS ONLY AUTOS HIRED NON-OWNED							BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$		
	AUTOS ONLY AUTOS ONLY							PROPERTY DAMAGE \$ (Per accident) \$		
	EXCESS LIAB CLAIMS-MADE							EACH OCCURRENCE \$		
	DED RETENTION \$	1						S S		
Α	WORKERS COMPENSATION			9070220-23		08/24/2023	08/24/2024	X PER OTH-		
•••	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE							E.L. EACH ACCIDENT \$	1,000,000	
	OFFICER/MEMBER EXCLUDED? (Mandatory In NH)	N/A						E.L. DISEASE - EA EMPLOYEE \$	2,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT \$	2,000,000	
	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC Diablo Unified School District is								by the	
	med insured per the attached en				WILLI TO	speer to ne	whity arisi	ig out of work performed	by the	
	······································									
CE	CERTIFICATE HOLDER CANCELLATION									
-										
Mt. Diablo Unified School District 1936 Carlotta Dr					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
	CONCORD, CA 94519			AUTHORIZED REPRESENTATIVE						
	1				Mau	uct L	7. Smith	(DGS)		

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