

To: James Wogan

Fax: 925-566-6692

From: Catherine Ferreira

Stand! Against Domestic Violence

RE: Insurance for you

Date: November 11, 2009

Hi James-

Please call me if you

have questions.

Catherine

**ACORD** <sup>TM</sup> **CERTIFICATE OF LIABILITY INSURANCE** Date (MM/DD/YR)  
11/9/09

**PRODUCER**  
Heffernan Insurance Brokers  
1350 Carlbak Ave., Suite 200  
Walnut Creek, CA 94596  
Phone: 925-934-8500 Fax: 925-934-8278

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**

**INSURED**  
STAND! Against Domestic Violence  
1410 Danzig Plaza  
Concord, CA 94520

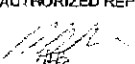
INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Philadelphia Indemnity Ins. Co.	
INSURER B:	Care West Ins. Co.	
INSURER C:		
INSURER D:		
INSURER E:		

**COVERAGES**  
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	<b>GENERAL LIABILITY</b>	PHPK377405	01/09/09	01/09/10	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea. Occurrence)	\$ 100,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (ANY ONE PERSON)	\$ 5,000
		<input checked="" type="checkbox"/> See "Other Coverage"				PERSONAL & ADV INJURY	\$ 1,000,000
		GENL AGGREGATE LIMIT APPLIES PER				GENERAL AGGREGATE	\$ 2,000,000
		<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG	\$ 2,000,000
						Emp. Ben.	1,000,000
A	X	<b>AUTOMOBILE LIABILITY</b>	PHPK377405	01/09/09	01/09/10	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per Accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS					
		<input checked="" type="checkbox"/> NON-OWNED AUTOS					
		<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
A	X	<b>EXCESS/UMBRELLA LIABILITY</b>	PHUB260636	01/09/09	01/09/10	EACH OCCURRENCE	\$ 3,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input checked="" type="checkbox"/> RETENTION \$ 10,000					\$
B		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	W-10904000633	04/01/09	04/01/10	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				EL EACH ACCIDENT	\$ 1,000,000
						EL DISEASE - POLICY LIMIT	\$ 1,000,000
						EL DISEASE - EA EMPLOYEE	\$ 1,000,000
A		<b>OTHER</b> Professional Liability	PHPK377405	01/09/09	01/09/10	\$2,000,000 Aggregate \$1,000,000 Each Prof. Incident	

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**  
As respects Grant Contract with the Mt. Diablo Unified School District- the District, its officers, officials, agents, employees and volunteers are included as Additional Insureds per attached endorsement. Such Insurance is Primary and noncontributory. \*Except 10 day notice of cancellation for nonpayment of premium.

**CERTIFICATE HOLDER**  
  
Mt Diablo Unified School District  
1936 Carlotta Drive  
Concord, CA 94520

**CANCELLATION**  
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30<sup>th</sup> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  
AUTHORIZED REPRESENTATIVE  


PI-NP-003 (9/03)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****GENERAL LIABILITY DELUXE ENDORSEMENT**

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposures are 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.

Throughout this endorsement the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE**

The following is a summary of the Limits of Insurance and additional coverage provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

- A. *Medical Payments - Limit increased to \$15,000;*
- B. *Supplementary Payments - Bail bonds increased to \$2,500/Loss of earnings increased to \$500 each day;*
- C. *Tenant's Legal Liability - for Fire, Lightning, Explosion, Smoke and Leaks from Sprinklers - Limit increased to \$300,000;*
- D. *Broadened Definition of Who is An Insured;*
- E. *Amended Duties In The Event Of Occurrence, Claim Or Suit ;*
- F. *Broadened definition of Advertising Injury - includes Televised Or Videotaped Publication;*
- G. *Amended definition of Bodily Injury to include Mental Anguish;*
- H. *Broadened definition of Personal Injury - includes Abuse of Process/discrimination;*
- I. *Amended Unintentional Failure To Disclose Hazards;*
- J. *Amended Liberalization Clause*
- K. *Added Employee Indemnification Defense Coverage – We will pay up to \$25,000 in defense costs for an "employee" in a criminal proceeding (subject to established criteria) ;*
- L. *"Property Damage" - Removed exclusion for "Property damage" resulting from the use of reasonable force to protect persons or property;*
- M. *Added blanket Additional Insured - Funding Source;*
- N. *Added blanket Additional Insured - Managers or Lessors of Premises;*
- O. *Non-owned Watercraft - coverage length is increased to 58 ft.;*

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**A. Medical Payments**

If Medical Payments Coverage (Coverage C.) is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all the terms of Limits Of Insurance (Section III) to the greater of:
  - a. \$15,000; or
  - b. The Medical Expense Limit shown in the Declarations of this Coverage Part.
2. The requirement in the Insuring Agreement of Coverage C., that expenses must be incurred and reported to us within "one year" of the accident date is changed to "three years."
3. Exclusion a. of Coverage C. at your option, does not apply to your volunteer workers or any person or organization under your direct supervision and control.

**B. Supplementary Payments**

In the Supplementary Payments - Coverages A. and B. provision:

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.

**C. Fire, Lightning, Explosion, Smoke and Leaks from Sprinklers**

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:

1. The Limits Of Insurance section of the Declarations as the Fire Damage Limit. That limit:
  - a. Is changed subject to all the terms of Limit Of Insurance (Section III) to the greater of:
    - (1.) \$300,000; or
    - (2.) The amount shown in the declarations as the Fire Damage Limit.
  - b. Subject to a. above is the most we will pay to 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.
2. The last paragraph of Coverage A. (Section I) after the Exclusions;
3. Paragraph 6. of Limits of Insurance (Section III);
4. Paragraph b.(1)(b) of the Other Insurance Condition (Section IV); and
5. Paragraph a. of the definition of "insured contract"

**D. Who is An Insured**

Who is An Insured (Section II) is changed as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this Coverage Part. paragraph 4.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:
  - a. At the first Named Insured's option, your volunteer workers; and
  - b. 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.
  - c. At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled. However, the insurance afforded by b. above is excess over any other insurance covering any person or organization under your direct control or supervision.
  - d. 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.
  - e. Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part.

However, the insurance afforded by e. above, for any organization and subsidiary thereof not named in the Declarations as a Named Insured, does not apply to injury or damage with respect to which an insured under this Coverage Part is also an insured under another policy, or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

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**E. Duties In The Event Of Occurrence, Claim Or Suit**

1. The requirement in condition 2.a. (Conditions, Section IV) 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.
2. The requirement in condition 2.b. 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.

**F. Advertising Injury - Televised Or Videotaped Publication**

1. The Advertising Injury - Televised Or Videotaped Publication (b), (e), (f) and (g) is changed to read:
  - d. Oral, written, televised or videotaped publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - e. Oral, written, televised or videotaped publication of material that violates a person's right of privacy;
  - f. Missappropriation of advertising ideas or style of doing business; or
  - g. Infringement of copyright, title or slogan.
2. Exclusions a.(2) and a.(3) of Coverage B., Personal And Advertising Injury Liability, are changed to read:
  - a. (2) Arising out of oral, written, televised or videotaped publication of material, if done by or at the direction of the insured with knowledge of its falsity;
  - a. (3) Arising out of oral, written, televised or videotaped publication of material whose first publication took place before the beginning of the policy period.

**G. Bodily Injury - Mental Anguish**

The definition of "bodily injury" 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
- b. Except for mental anguish, includes death resulting from the foregoing (item a. above) at any time.

**H. Personal Injury - Abuse Of Process/Discrimination**

If Personal and Advertising Injury Liability Coverage (Coverage B.) is not otherwise excluded from this Coverage Part:

1. The definition of "Personal and advertising injury" is changed by:
  - a. Revising item b. of that definition to read:  
Malicious prosecution or abuse of process:
  - b. Adding the following:  
"Personal Injury" also means discrimination based on race, color, religion, sex, age or national origin, except when:
    - (1) Done intentionally by or at the direction of, or with the knowledge or consent of:
      - (a) Any insured; or
      - (b) Any executive officer, director, stockholder, partner or member of the insured; or
    - (2) 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

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- (3) Directly or indirectly related to the sale, rental, lease or sub-lease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- (4) Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The insurance afforded by H.1.b. above does not apply to fines or penalties imposed because of discrimination.

**I. 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.

**J. 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.

**K. Employee Indemnification Defense Coverage**

Under **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** the following is added:

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

However, you must have a prior written agreement with such "employee" whereby you agree to indemnify the "employee" for such defense costs and the agreement includes a provision for repayment of defense costs in the event of an adverse judgement.

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 number of employees, claims or "suits" brought or persons or organizations making claims or bringing "suits."

**L. Extended "Property Damage"**

**SECTION I – COVERAGES, COVERAGE A, 2. Exclusions 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.

**M. Additional Insured- Funding Source**

Under **SECTION II - WHO IS AN INSURED** the following is added:

5. Any person or organization with respect to their liability arising out of:

a. Their financial control of you; or

b. 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.

**N. Additional Insured- Managers or Lessors of Premises**

Under **SECTION II - WHO IS AN INSURED** the following is added:

6. 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:

a. Any "occurrence" which takes place after you cease to be a tenant in that premises.

b. Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

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**O. Non-owned Watercraft****SECTION I – COVERAGES, 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.