

MT. DIABLO UNIFIED SCHOOL DISTRICT
 1936 Carlotta Drive
 Concord, CA 94519

**AGREEMENT BETWEEN
 MT. DIABLO UNIFIED SCHOOL DISTRICT
 AND INDEPENDENT CONTRACTOR**

THIS AGREEMENT is made this 27th day of October 2017, by and between the Mt. Diablo Unified School District (hereinafter "District") and Tilden Preparatory School (hereinafter "Contractor").

District hereby engages Contractor to render services under the terms and conditions of this Agreement.

1. Performance of Services

- (a) Contractor agrees to perform the services described on Exhibit "A" (hereinafter "Services") on page 4 of this Agreement as an independent contractor. Contractor will determine the means, manner, method, and details of performing the Services. Contractor shall be responsible for providing the materials, tools and transportation necessary for the performance of the services. Contractor may, at Contractor's own expense, use non-District employees to perform the Services under this Agreement. Subcontractors may be used only with the written approval of the District.
- (b) Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of the District. Contractor shall be solely responsible for the professional performance of the services, and shall receive no assistance, direction, or control from District. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.

2. Compensation. District agrees to compensate Contractor for the performance of the services on the following basis:

Not to exceed \$ <u>40,537.00</u> for Services	_____ - _____ - _____ - _____	\$ <u>25,000.00</u>
The basis of the fee for Services shall be as follow	_____ - _____ - _____ - _____	\$ <u>15,537.00</u>
a. \$ _____ per hour,	_____ - _____ - _____ - _____	\$ _____
b. \$ _____ per day, or	BUDGET CODE(S)	
c. \$ _____ per engagement.		

Check One:

- Partial Payments:** Contractor shall invoice District on a monthly basis or as agreed to for all hours worked pursuant to this Agreement.
- Partial Payments:** District shall make a payment per schedule detailed in Exhibit A. District Administrator will verify invoice indicating that all required services have been performed by each timeline.
- Payment in Full:** Contractor shall invoice District on completion of services. District Administrator will verify invoice indicating that all required services have been performed.

Contractor shall be responsible for all expenses incurred in association with the performance of the Services.

3. Term and Termination. This Agreement will become effective on July 1, 2017. This Agreement will terminate upon the completion of the Services or when terminated as set forth below.

Either party may terminate this Agreement at any time by giving thirty (30) days written notice to the other party. Should either party default in the performance of this Agreement or materially breach any of its provisions, the non-breaching party may terminate this Agreement by giving written notice to the breaching party. Termination shall be effective immediately on receipt of said notice.

Purchase Requisition # _____

4. Relationship of the Parties. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. Under no circumstances shall Contractor be considered an employee of District within the meaning of any federal, state, or local law or regulation including, but not limited to, laws or regulations governing unemployment insurance, old age benefits, workers' compensation, industrial illness or accident coverage, taxes, or labor and employment in general. Under no circumstances shall Contractor look to District as his/her employer, or as a partner, agent, or principal. Contractor shall not be entitled to any benefits accorded to District's employees, including, without limitation, workers' compensation, disability insurance, vacation, or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in the Contractor's name, disability, workers' compensation or other insurance, as well as licenses and permits usual or necessary for conducting the Services hereunder.

Contractor shall pay, when and as due, any and all local, state and federal income or other taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide District with proof of said payments upon demand.

5. Fingerprinting and Criminal Records Check of Contractor's Employees. Contractor shall comply with the provisions of California Education Code §45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the contractor and/or its employees. To the extent Education Code §45125.1 is applicable, Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the governing board of the District that such employee has not been convicted of a felony, as defined in Education Code §45125.1. Contractor shall provide the certification document attached hereto as Exhibit ____ prior to commencing work under this Agreement.
6. Rules and Regulations. All rules, policies, and regulations of the Mt. Diablo Unified School District Board of Education and all federal, state, and local laws, ordinances and regulations are to be observed strictly by Contractor pursuant to this Agreement.
7. Indemnification. Contractor shall hold harmless, defend and indemnify District and its officers, elected and appointed officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the District.
8. Insurance. Contractor shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. **EXCEPTION:** Contracts of less than \$5,000 need only provide general liability insurance of \$1,000,000 per occurrence.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability/Errors & Omissions Liability,** if applicable: \$1,000,000 per occurrence.

If the contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Purchase Requisition # _____

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The District, its officers, officials, employees, and volunteers are to be named as additional insured by endorsement to the Commercial General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations.

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

INSURANCE REQUIREMENTS

No waiver will be granted to eliminate the insurance requirements outlined in this contract. However, in special circumstances, certain insurance requirements may be modified or waived. The following items in Insurance section 8 are hereby waived or modified as follows:

Limits: _____

Other: _____

The initials of the Superintendent, or his/her designee, and the General Counsel, are **required** to waive or modify any Insurance requirements in this Agreement:

Superintendent

General Counsel

- 9. **Ownership of Designs and Plans.** Contractor agrees that all designs, plans, reports, specifications, drawings, schematics, prototypes, models, inventions and all other information and items made during the course of this Agreement and arising from the Services shall be owned by and assigned to District as its sole and exclusive property.
- 10. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by telegram, overnight delivery service, or facsimile transmission, addressed as follows:

DISTRICT

Mt. Diablo Unified School District
1936 Carlotta Drive
Concord, CA 94519-1397
Attn: Superintendent

CONTRACTOR

Name: Tilden Preparatory School
Attn: Nancy Ruiz
Address: 1475 N. Broadway, Suite 200
Walnut Creek, CA 94596
Phone: 925-933-5506
Fax: 925-933-5507
Tax ID #: _____

Any notice personally given or sent by telegram or facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to

Purchase Requisition # _____

the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.


- 11. Entire Agreement of Parties. This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties.
- 12. California Law. This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Contra Costa County, California.
- 13. Attorneys' Fees. If either party files any action or brings any proceedings against the other arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit as awarded by a court of competent jurisdiction, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to its costs or attorneys' fees.
- 14. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

MT. DIABLO UNIFIED SCHOOL DISTRICT

Tilden Preparatory School

By: 
Signature of Principal/Budget Administrator Date

Name of Company/Organization or Independent Contractor/Consultant
By: 
Signature of Contractor/Consultant Date


Title: Bryan Cassin, ADR Administrator
Print Name and Title

Title: Nancy Ruiz, Associate Head of School
Print Name and Title

Authorized and Approved by:

Superintendent or Designee Date

Prior to commencement of service, sign and forward completed original contract to Fiscal Services.

 _____
Originator's Signature Date
Bryan Cassin, ADR Administrator
Print Name of Originator and Title

Site/Department Originating this Contract

Billing Address if reimbursed by outside agency—i.e. ASB, PTA, PFC

Distribution
original: Fiscal Services for payment
copy: Contractor
copy: Originator/Budget Administrator

Purchase Requisition # _____

EXHIBIT A

LIST OF SERVICES, INCLUDING DATE(S), TO BE PERFORMED BY CONTRACTOR

**IF PARTIAL PAYMENTS ARE TO BE MADE TO CONTRACTOR ON A SCHEDULE
AS INDICATED ON PAGE 1, PLEASE LIST PAYMENT SCHEDULE HERE**

Tilden to provide education services, Student #2193852 and one semester course for student id#2189131

Total 2017-2018 tuition: \$40,537.00

EXHIBIT B

Contractor REQUIRED to Complete

CRIMINAL BACKGROUND CHECK CERTIFICATION

Mt. Diablo Unified School District Consultant/Independent Contractor Agreement - Criminal Background Check

Name of Independent Consultant/Contractor:	Tilden Preparatory School
Services to be performed under the Agreement:	
Schools/Locations where services will be performed:	Tilden Preparatory School, Walnut Creek, CA
Total amount to be paid by the District under this Agreement:	\$ 40,537.00
Term of Agreement:	7/1/2017-6/30/2018
<i>Check the applicable box(es) and fill in any blanks.</i>	
1	<input type="checkbox"/> I certify that none of my employees, nor myself, will have more than limited contact (as defined by the District) with District students during the term of the Agreement. Therefore, we have not been fingerprinted.
2A	<input checked="" type="checkbox"/> If this box is checked, then Box 2B also applies and must be checked to indicate these employees have been fingerprinted. The following employees will have more than limited contact (as defined by the District) with District students during the term of the Agreement (attach and sign additional pages, as needed):
2B	<input checked="" type="checkbox"/> I certify that the employees noted in 2A above have been fingerprinted under procedures established by the California Department of Justice, and the results of those fingerprints reveal that none of these employees have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

Certification by Contractor/Consultant

"I certify that the information provided herein is true and accurate. I further acknowledge that during the term of my Agreement with the District, if I learn of additional information which differs from the responses provided above, I promise to forward this additional information to the District immediately."



Nancy Ruiz 11/03/2017
 Print Name Date
 Independent Contractor/Consultant

 Superintendent or Designee's Signature

Wendi Aghily, Executive Director of Special Ed. Date
 Print Name Date
 Superintendent or Designee's Signature



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/8/2017

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 Arthur J. Gallagher Risk Management Services, Inc. 300 S. Riverside Plaza, Suite 1900 Chicago IL 60606	CONTACT NAME: Danielle Donohue PHONE (A/C, No, Ext): 818.539.8605 FAX (A/C, No): 818.539.8705 E-MAIL ADDRESS: Danielle_Donohue@ajg.com
	INSURER(S) AFFORDING COVERAGE INSURER A : Great American Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

INSURED SCHOOLFI-01 School for Independent Learning East Bay Branch LLC DBA: Tilden Preparatory School 1231 Solano Ave Albany CA 94706	CERTIFICATE NUMBER: 990789504 REVISION NUMBER:
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THIS IS TO CERTIFY THAT 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 ANY 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		PAC 1553624-01	11/2/2017	11/2/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$20,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Abuse & Molestation \$1MM/2MM
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		PAC 1553624-01	11/2/2017	11/2/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			UMB 1553625-01	11/2/2017	11/2/2018	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ PER STATUTE OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			PAC 1553624-01	11/2/2017	11/2/2018	Each Claim/Aggregate \$1MM/2MM

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Mt. Diablo Unified School District is named additional insured under General/Automobile Liability with respect to the operations of the named insured.

CERTIFICATE HOLDER Mt. Diablo Unified School District 1936 Carlotta Drive Concord CA 94519-1397	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies Person(s) or Organization(s) who are "Insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name of Person(s) or Organization(s):

Mt. Diablo Unified School District

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations or above Schedule as applicable to this endorsement.)

Each Person or Organization shown in the Schedule is an "Insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "Insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

Effective Date: 11/02/2017

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

Name of Additional Insured Person(s) or Organization(s)	Location(s) of Covered Operations
Mt. Diablo Unified School District	All insured premises and operations
Information required to complete this 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 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(s) at the location(s) designated above.

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. 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:

1. 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

2. 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.

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
2. 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.



Administrative Offices
 301 E 4th Street
 Cincinnati OH 45202-4201
 513 369 5000 ph

GAI 6001 (Ed. 06 97)

Policy No. UMB 1-55-36-25 - 00
 Renewal Of -

THE PROTECTOR COMMERCIAL UMBRELLA DECLARATIONS PAGE

1. NAMED INSURED AND ADDRESS:
 SCHOOL FOR INDEPENDENT
 LEARNERS EAST BAY DBA TILDEN
 1231 SOLANO AVE
 ALBANY, CA 94706

2. POLICY PERIOD:
 12:01 A.M. Standard Time at the
 address of the Named Insured
 shown at left.
 From 11/02/2016 To 11/02/2017

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

PRODUCER'S NAME AND ADDRESS:
 CHAPMAN INSURANCE
 505 N BRAND BLVD STE 600
 GLENDALE, CA 91203 3944

Insurance is afforded by: GREAT AMERICAN
 ALLIANCE INSURANCE COMPANY

3. PREMIUM: Commercial Umbrella Premium	\$	7,750.00
Total Advance Premium	\$	7,750.00
 Total	\$	7,750.00

In the event of cancellation by the Named Insured, the company will receive and retain no less than \$ 1,550.00 as a policy minimum premium.

BASIS OF PREMIUM: Non-Auditable (X) Auditable ()

4. LIMITS OF INSURANCE:	\$	10,000,000	Each Occurrence
	\$	10,000,000	General Aggregate (Where Applicable)
	\$	10,000,000	Products-Completed Operations Aggregate

5. SELF-INSURED RETENTION: \$ 10,000

6. FORMS AND ENDORSEMENTS applicable to all Coverage Forms and made part of this Policy at time of issue are listed on the attached Forms and Endorsements Schedule, GAI 6013 (Ed. 06/97).



Administrative Offices
 301 E 4th Street
 Cincinnati OH 45202-4201
 513 369 5000 ph

GAI 6013 (Ed. 06 97)

**T H E P R O T E C T O R
 C A T A S T R O P H E L I A B I L I T Y P O L I C Y**

FORMS AND ENDORSEMENTS SCHEDULE

It is hereby understood and agreed the following forms and endorsements are attached to and are a part of this policy:

Form and Edition	Date Added* or ST Date Deleted	Form Description
1. GAI6001 06/97 CA		COMM'L UMBRELLA COV PART DEC
2. GAI6002 04/10 CA		THE PROTECTOR UMBRELLA COV. FORM
3. GAI6003 06/97 CA		SCHEDULE A - UNDERLYING POLICIES
4. GAI6005 06/97 CA		NAMED INSURED
5. GAI6029 08/14 CA		PROFESSIONAL LIA COV/FOLLOWING FORM
6. GAI6047 04/10 CA		ADVERTISING INJURY -FOLLOWING FORM
7. GAI6129 04/10 CA		PERSNL INJURY LIA (FOLLOWING FORM)
8. GAI6153 04/10 CA		EMPLOYEE BENEFIT COVERAGE
9. GAI6158 01/13 CA		CA CHANGES-CANCELLATION/NONRENEWAL
10. GAI6318 04/10 CA		SCHOOLS/COLLEGE ATHL-FF
11. GAI6333 06/97 CA		EXCLUSION-LIAB ARISING OUT OF LEAD
12. GAI6442 04/10 CA		FUNGI, MOLD OR SPORES EXCLUSION
13. GAI6452 04/15 CA		CAP ON LOSSES - CERT ACTS OF TERROR
14. GAI6458 04/15 CA		EXCL-PUNITIVE DAM REL TO CERT TERRO
15. GAI6472 04/15 CA		DISCLOSURE TO TERRORISM RISK ACT OF
16. GAI6475 04/10 CA		ACT OF TERRORISM RETAINED LIMIT OF
17. GAI6819 10/04 CA		SILICA OR RELATED DUST EXCLUSION
18. GAI6869 08/05 CA		NUCLEAR, BIOLOGICAL OR CHEMICAL EXC
19. GAI7111 04/10 CA		INFRINGEMENT OF COPYRIGHT, PATENT,
20. GAI7248 06/13 CA		CORPORAL PUNISHMENT COVERAGE FOLLOW
21. GAI7251 08/14 CA		ABUSE OR MOLESTATION COVERAGE - FF
22. GAI7269 05/14 CA		EXCL.-ACCESS/WITH LIMITED BODILY IN

*If not at inception



Administrative Offices
 301 E 4th Street
 Cincinnati OH 45202-4201
 513 369 5000 ph

T H E P R O T E C T O R
C A T A S T R O P H E L I A B I L I T Y P O L I C Y

FORMS AND ENDORSEMENTS SCHEDULE

It is hereby understood and agreed the following forms and endorsements are attached to and are a part of this policy:

Form and Edition	Date Added*		Form Description
	ST	Date Deleted	
1. IL7268	09/09	CA	IN WITNESS CLAUSE
2. SDM705	11/08	CA	IMPORTANT NOTICE - CALIFORNIA
3. SDM748	04/10	CA	NOTICE TO POLICYHOLDERS
4. SDM851	05/14	CA	COMM.UMBRELLA-ACCESS/DISCL.OF CONFI
5.			
6.			
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16.			
17.			
18.			
19.			
20.			
21.			
22.			

* If not at inception



Administrative Offices
301 E 4th Street
Cincinnati OH 45202-4201
513 369 5000 ph

GAI 6003
(ED. 06 97)

THE PROTECTOR
CATASTROPHE LIABILITY POLICY
SCHEDULE A - SCHEDULE OF UNDERLYING POLICIES

Page No. 1

Carrier, Policy Number and Period	Type of Coverage	Limits of Insurance
GR AMER INS CO PAC 155-36-24 11/02/2016 11/02/2017	Automobile Hired Automobile Non-Owned Autos	Combined Single Limit \$1,000,000 each accident
GR AMER INS CO PAC 155-36-24 11/02/2016 11/02/2017	Commercial General Liability Occurrence Form	\$2,000,000 Aggregate Limit \$2,000,000 Products - Completed Operations Aggregate Limit \$1,000,000 Personal and Advertising Injury Limit \$1,000,000 Each Occurrence
GR AMER INS CO PAC 155-36-24 11/02/2016 11/02/2017	Employee Benefits	\$2,000,000 aggregate \$1,000,000 each claim
GR AMER INS CO PAC 155-36-24 11/02/2016 11/02/2017	Other Liability	ABUSE OR MOLESTA \$2,000,000 AGGREGATE LIMIT \$1,000,000 EACH ABUSE LIMIT
GR AMER INS CO PAC 155-36-24 11/02/2016 11/02/2017	Professional Liability	\$2,000,000 AGGREGATE LIMIT \$1,000,000 EACH ACT,ERROR L



Administrative Offices
301 E 4th Street
Cincinnati OH 45202-4201
513 369 5000 ph

GAI 6158 (Ed. 01 13)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM

The following is added to Section **V - DEFINITIONS**:

The term "spouse" is defined as a spouse or registered domestic partner under California law.

Section **VI - CONDITIONS D. Cancellation** is deleted and replaced by the following:

D. Cancellation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. If this policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this policy by mailing or delivering to the first Named Insured, at the mailing address shown in the policy and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:
 - a. 10 days before the effective date of cancellation if we cancel for:
 - (1) Nonpayment of premium; or
 - (2) Discovery of fraud by:
 - (a) Any insured or his or her representative in obtaining this insurance; or
 - (b) You or your representative in pursuing a claim under this policy.
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. The policy period will end on the day and hour stated in the cancellation notice.
4. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the Minimum Premium as shown in Item 3. of the Declarations.
5. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force and increased by our short rate cancellation table and procedure. Final premium will not be less than the Minimum Premium as shown in Item 3. of the Declarations.

6. Premium adjustment may be made at the time of cancellation or as soon as practicable thereafter but the cancellation will be effective even if we have not made or offered any refund due you. Our check or our representative's check, mailed or delivered, will be sufficient tender of any refund due you.
7. The first Named Insured in Item 1. of the Declarations will act on behalf of all other Insureds with respect to the giving and receiving notice of cancellation and the receipt of any refund that may become payable under this policy.
8. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with the law.
9. If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:
 - (a) Nonpayment of premium, including payment due on a prior policy the company issued and due during the current policy term covering the same risks.
 - (b) Discovery of fraud or material misrepresentation by:
 - (1) Any insured or his or her representative in obtaining this insurance; or
 - (2) You or your representative in pursuing a claim under this policy.
 - (c) A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.
 - (d) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.
 - (e) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.
 - (f) A determination by the Commissioner of Insurance that the:
 - (1) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or
 - (2) Continuation of the policy coverage would:
 - (a) Place us in violation of California law or the laws of the state where we are domiciled; or
 - (b) Threaten our solvency.
 - (g) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.
10. We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, at least:

- a. 10 days before the effective date of cancellation if we cancel for:
 - (1) Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.
 - (2) Discovery of fraud by:
 - (a) Any Insured or his or her representative in obtaining this insurance; or
 - (b) You or your representative in pursuing a claim under this policy.
- b. 30 days before the effective date of cancellation if we cancel for any other reason listed in Paragraph 9.

The following **CONDITION** is added and supersedes any provision to the contrary:

Nonrenewal

1. If we decide not to renew this policy, we will mail or deliver written notice, stating the reason for nonrenewal, to the first Named Insured and to the producer of record, at least:
 - a. 60 days, but not more than 120 days, before the expiration or anniversary date, if the aggregate policy premium is \$10,000 or less.
2. We will mail or deliver notice to the first Named Insured, and to the producer of record, at the mailing address shown in the policy.
3. We are not required to send notice of nonrenewal in the following situations:
 - a. If the transfer or renewal of a policy, without any changes in terms, conditions, or rates, is between us and a member of our insurance group.
 - b. If the policy has been extended for 90 days or less, provided that notice has been given in accordance with Paragraph 1.
 - c. If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.
 - d. If the policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.
 - e. If the first Named Insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period.
 - f. If we have made a written offer to the first Named Insured, in accordance with the timeframes shown in Paragraph 1., to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.

This endorsement does not change any other provision of the policy.