



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/5/2023

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 License # 0G66614 One Risk Group, LLC DBA: One Risk Management & Insurance Services 6701 Koll Center Parkway, Suite 350 Pleasanton, CA 94566 | CONTACT NAME: PHONE (A/C, No, Ext): (925) 226-7350 FAX (A/C, No): (925) 226-7380 E-MAIL ADDRESS: Certificates@oneriskgroup.com | | | | | | | | | | | | |
| INSURER(S) AFFORDING COVERAGE | | | | | | | | | | | | | |
| INSURED EdTheory, LLC 6701 Koll Center Parkway, Suite 250 Pleasanton, CA 94566 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A : MedChoice Risk Retention Group</td> <td style="width: 20%;">15738</td> </tr> <tr> <td>INSURER B : Security National Insurance Company</td> <td>19879</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table> | INSURER A : MedChoice Risk Retention Group | 15738 | INSURER B : Security National Insurance Company | 19879 | INSURER C : | | INSURER D : | | INSURER E : | | INSURER F : | |
| INSURER A : MedChoice Risk Retention Group | 15738 | | | | | | | | | | | | |
| INSURER B : Security National Insurance Company | 19879 | | | | | | | | | | | | |
| INSURER C : | | | | | | | | | | | | | |
| INSURER D : | | | | | | | | | | | | | |
| INSURER E : | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | |

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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: | X | | FPL01019-00 | 7/16/2022 | 7/16/2023 | EACH OCCURRENCE | \$ 3,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 1,000,000 |
| | | | | | | | MED EXP (Any one person) | \$ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$ 3,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$ 3,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$ 3,000,000 |
| | | | | | | | | \$ |
| A | <input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | FPL01019-00 | 7/16/2022 | 7/16/2023 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE | \$ |
| | | | | | | | AGGREGATE | \$ |
| | | | | | | | | \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below Y / N / A | | | SWC1443132 | 5/15/2023 | 5/15/2024 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER | \$ 1,000,000 |
| | | | | | | | E.L. EACH ACCIDENT | \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 |
| A | Prof Liability | | | FPL01019-00 | 7/16/2022 | 7/16/2023 | \$3M / Aggregate | 1,000,000 |
| A | Sexual Misconduct | | | FPL01019-00 | 7/16/2022 | 7/16/2023 | \$3M / Aggregate | 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Mt. Diablo Unified School District is included as Additional Insured to the extent provided in the attached form.

CERTIFICATE HOLDER**CANCELLATION**

| | |
|---|--|
| Mt. Diablo Unified School District 1936 Carlotta Drive Concord, CA 94519 | 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 |
|---|--|

Miscellaneous Healthcare Facility Professional Liability Insurance Policy
 ADDITIONAL INSURED – DESIGNATED ORGANIZATION ENDORSEMENT

Subject to the Declarations and to all other terms and conditions of the Policy to which this Endorsement is attached, the Company and the **named insured** agree to amend the Policy as follows:

As of the endorsement effective date until the endorsement expiration date, insurance is afforded under this Policy to any organization(s) that are required by a contract or agreement with the **named insured** executed prior to a **claim**. Such organization is an **additional insured** under this policy on a shared limits basis under Coverages A Professional Liability and/or B Commercial General Liability as required by written contract or agreement.


With respect to the insurance afforded to the **additional insured**, this Policy is amended as follows:

To the extent coverage is afforded to the **additional insured** under Coverage B Commercial General Liability, Section IV. EXCLUSIONS, subparagraphs D.11.a., D.11.b. and D.11.f. are deleted and replaced as follows:

IV. EXCLUSIONS

D. Exclusions Applicable to Coverage B (Commercial General Liability)

- 11. liability for **property damage** to:
 - a. property owned or occupied by or rented or loaned to the **named insured**. However, this exclusion does not apply to **property damage** to equipment leased to the **named insured** by the **additional insured**;

| | |
|--|---|
| Named Insured's Name & Address: EdTheory, LLC 6701 Koll Center Parkway Suite 250 Pleasanton, CA 94566 | Policy Number FPL01019-00 |
| | Effective Date & Expiration Date 7/16/2022 - 7/16/2023 |
| | Endorsement Effective Date 7/16/2022 |
| Authorized Signature:  | |

This endorsement is subject to the declarations, conditions, exclusions and all other terms of the policy indicated above which are not inconsistent with this endorsement and forms a part of that policy when signed by an authorized representative of the company.

Miscellaneous Healthcare Facility Professional Liability Insurance Policy
ADDITIONAL INSURED – DESIGNATED ORGANIZATION ENDORSEMENT

- b. premises sold, given away or abandoned by the **named insured** or premises rented to the **named insured** by the **additional insured** and vacated by the **named insured** prior to the expiration of the lease term if the **property damage** arises out of any part of those premises, or to liability arising from such premises or any part thereof;

- f. Exclusion IV.D.11. does not apply to liability of the **named insured** for **property damage** to premises rented to and occupied by the **named insured** caused by:
- (1) fire or explosion;
 - (2) the discharge, leakage or overflow of water or steam from plumbing, heating, refrigerating or air conditioning systems; or
 - (3) rain admitted directly to the building interior through open or defective doors, windows, skylights, transoms or ventilators.

Payments made for liability within the scope of this subparagraph D.11.f. shall not exceed \$1,000,000 in the aggregate for all **claims** reported within the **policy period** and are included in and attributable to the aggregate Limit of Insurance described in Section VIII of this Policy.

The following subparagraph D is added to Section VII. LIMITS OF INSURANCE:

VII. LIMITS OF INSURANCE

D. Limits of Insurance Applicable to Additional Insured-Designated Organization Endorsement

The most the Company will pay on behalf of the **additional insured** is the amount of insurance:

1. required by the contract or agreement with the **additional insured**; 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.

Miscellaneous Healthcare Facility Professional Liability Insurance Policy
ADDITIONAL INSURED – DESIGNATED ORGANIZATION ENDORSEMENT

The following is added to Section VIII. CONDITIONS, D. Subrogation:

VIII. CONDITIONS

The Company agrees to waive any right of recovery it may have against the **additional insured** because of payments the Company makes under Coverage A, Professional Liability, or Coverage B, Commercial General Liability, of this Policy, to the extent such waiver is required under a written contract with the **named insured** that was executed prior to a **claim**.

Primary Non-Contributory: If, under a written contract, the **additional insured** has agreed that this Policy provides primary non-contributory coverage, the following is added to Section VIII.D. Subrogation:

If other insurance is available to the **additional insured** described above for a loss covered by this Policy, this insurance will apply to such loss on a primary basis and the Company will not seek contribution from the other insurance available to the **additional insured**.