



CERTIFICATE OF LIABILITY INSURANCE

6/30/2024

DATE (MM/DD/YYYY)

6/29/2023

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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com | CONTACT NAME: _____ | |
| | PHONE (A/C, No. Ext): _____ | FAX (A/C, No): _____ |
| E-MAIL ADDRESS: _____ | | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURER A : Philadelphia Indemnity Insurance Co. | | 18058 |
| INSURER B : Chubb National Insurance Company | | 10052 |
| INSURER C : Lexington Insurance Company | | 19437 |
| INSURER D : _____ | | _____ |
| INSURER E : _____ | | _____ |
| INSURER F : _____ | | _____ |

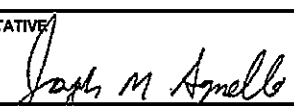
COVERAGES *** **CERTIFICATE NUMBER: 18724394** **REVISION NUMBER: XXXXXXXX**

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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: _____ | Y | N | PHPK2570068 | 6/30/2023 | 6/30/2024 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | N | N | PHPK2570068 | 6/30/2023 | 6/30/2024 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX |
| A/C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | N | N | PHUB869752 08087736 | 6/30/2023 6/30/2023 | 6/30/2024 6/30/2024 | EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX |
| B | 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 | 7044-13-88 | 6/30/2023 | 6/30/2024 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A | PROFESSIONAL LIABILITY PER OCCURRENCE | N | N | PHPK2570068 | 6/30/2023 | 6/30/2024 | OCCURRENCE \$1,000,000 AGGREGATE \$2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Sexual Abuse Molestation Coverage is provided as follows:
 \$1M Occurrence & \$2M Aggregate (Lead Policy # PHPK2431568)
 \$5M Occurrence & \$5M Aggregate (Lead Umbrella Policy # PHUB820798)
 \$5M Occurrence & \$5M Aggregate (Excess Abuse Policy # SPRDR2201178)

CERTIFICATE HOLDER **CANCELLATION** See Attachments

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|---|--|
| 18724394 MT. DIABLO UNIFIED SCHOOL DISTRICT 1936 CARLOTTA DRIVE CONCORD CA 94519-1397 | 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  |
|---|--|

are amended as follows:

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

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

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

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:
 - a. \$15,000; or
 - b. The Medical Expense Limit shown in the Declarations of this Coverage Part.

2. SECTION I – COVERAGE, COVERAGE C MEDICAL PAYMENTS, Subsection 1. Insuring Agreement, the second part of Paragraph a. is amended to read:

provided that:

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

F. Employee Indemnification Defense Coverage

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

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

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

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

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

(2) Premises they own, maintain or control while you lease or occupy these premises. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

e. Managers or Lessors of Premises - Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased to you subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

f. By Contract, Agreement or Permit - Any person or organization with whom you agreed, because of a written contract or agreement or permit, to provide insurance such as is afforded under this policy, but only with respect to your operations, "your work" or facilities owned or used by you.

(1) This provision does not apply:

- a. Unless the written contract or agreement has been executed or permit has been issued prior to the "bodily injury," "property damage," "personal and advertising injury";
- b. To any person or organization included as an insured under g. Broad Form Vendors below; or
- c. To any person or organization included as an insured by an endorsement issued by us and made a part of this Coverage Part.

(2) When an engineer, architect or surveyor becomes an insured under this Coverage Part, the following additional exclusion applies:

(a) "Bodily injury", "property damage", "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- i. The preparing, approving, or failing to approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
- ii. Supervisory, inspection, or engineering services.

(3) When a lessor of leased equipment becomes an insured under this Coverage Part, the following additional exclusions apply:

- a. To any "occurrence" which takes place after the equipment lease expires; or
- b. To "bodily injury" or "property damage" arising out of the sole negligence of the lessor.

(4) When owners or other interests from whom land has been leased become an insured under this Coverage Part, the following additional exclusions apply:

- a. Any "occurrence" which takes place after you cease to lease that land; or
- b. Structural alterations, new construction or demolition operations performed by or on behalf of the owners or other interests from whom land has been leased.

g. Broad Form Vendors - Any person or organization with whom you agreed, because of a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions.

(1) The insurance afforded the vendor does not apply to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing or substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- a. 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;
 - b. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with sale of the product;
 - c. 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.
1. This provision does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
 2. This provision does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Coverage Part.
 3. This provision does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Coverage Part or by endorsement.

H. Per Campus – General Aggregate

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

1. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, and for all medical expenses caused by accidents under **SECTION I – COVERAGE, COVERAGE C MEDICAL PAYMENTS** which can be attributed only to operations at a single designated "campus" shown in the Declarations:

a. A separate Per Campus General Aggregate Limit is applicable to each single designated "campus" shown in the Declarations and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

b. The Per Campus General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," and for medical expenses under **COVERAGE C** regardless of the number of:

1. Insureds;
2. Claims made or "suits" brought; or
3. Persons or organizations making claims or bringing "suits."

c. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Per Campus General Aggregate Limit for that designated "campus." Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Per Campus General Aggregate Limit for any other designated "campus" shown in the Declarations.

d. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Per Campus General Aggregate Limit.

COMMERCIAL UMBRELLA LIABILITY INSURANCE POLICY DECLARATIONS

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|--|--|
| Philadelphia Indemnity Insurance Company | 2017 Lockton Companies, LLC 444 W 47th St Ste 900 Kansas City, MO 64112 (816) 960-9000 |
| NAMED INSURED: FEG, Inc <p style="text-align: center;">MAILING ADDRESS: 72 Monroe Center St NW Ste B Grand Rapids, MI 49503-2943</p> POLICY PERIOD: FROM <u>06/30/2023</u> TO <u>06/30/2024</u> AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE | |

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 (LIABILITY COVERAGE) | <u>\$ 10,000,000</u> |
| PERSONAL & ADVERTISING INJURY LIMIT | <u>\$ 10,000,000</u> Any one person or organization |
| PRODUCTS COMPLETED OPERATIONS AGGREGATE LIMIT | <u>\$ 10,000,000</u> |
| GENERAL AGGREGATE LIMIT (LIABILITY COVERAGE)(except respect to Auto Liability and Products Completed Operations) | <u>\$ 10,000,000</u> |

| RETAINED LIMIT | |
|-----------------|------------------|
| RETAINED LIMIT: | <u>\$ 10,000</u> |

