



Policy Number:

Date Entered: 5/30/2019

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/30/2019

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	Landmark Insurance Agency PO Box 32420 San Jose CA 95152-2420	CONTACT NAME	
		PHONE (A/C No. Ext): (408) 259-1400	FAX (A/C No.): (408) 926-1000
INSURED	LA CHEM SCHOOL, INC  4892 SAN PABLO DAM ROAD EL SOBRANTE, CA 94803	INSURER(S) AFFORDING COVERAGE	
		INSURER A: PHILADELPHIA INDEMNITY	NAIC # 18058
		INSURER B: EXPRESS INS CO	10855
		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	ADDITIONAL INSURED	INSURER	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 <input checked="" type="checkbox"/> ABUSE <input checked="" type="checkbox"/> CYBER LIABILITY GENL. AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: EGO	<input checked="" type="checkbox"/>		PHSD1350766	5/25/2019	5/25/2020	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea Occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			PHSD1350766	5/25/2019	5/25/2020	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 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 checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$10,000			PHSD1350766	5/25/2019	5/25/2020	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	LAWC910089	5/25/2019	5/25/2020	PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000
A	EMPLOYEE THEFT			PHSD1350766	5/25/2019	5/25/2020	LIMIT 200,000
A	PROF LIABILITY			PHSD1350766	5/25/2019	5/25/2020	1M/3M
A	EMPLOYEE MALPRACTICE			PHSD1350766	5/25/2019	5/25/2020	2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
LOCATIONS: 3031 Telegraph Ave, Oakland CA 94609, 55 East 18th St, Antioch CA 94509, 5860 McBryde Ave, Richmond CA 94805.

MT DIABLO UNIFIED SCHOOL DISTRICT is named as Additional Insured with respect to Liability arising out of work or operations performed by the Consultant / Named Insured Endorsement attached.

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 

Policy Number: PHSD1350766

General Liability  
CG 20 10 10 93

ADDITIONAL INSURED OWNERS, LESSEES OR  
CONTRACTORS  
(With Optional Coverage Provisions)

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
OWNER AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

**SCHEDULE**

Name of Person or Organization:

MT DIABLO UNIFIED SCHOOL DISTRICT  
Concord, CA

**RE:**

It is agreed that coverage is afforded to the **Additional Insured(s)** as follows:

**MT. Diablo Unified School District**  
**1936 Carlotta Drive, Concord, CA 94519**

1. Section II of the policy, (who is an insured) is amended to include for coverage A liability only, any person or organization that the **Named Insured** has named as an **Additional Insured**.

2. "**Bodily Injury**" and "Property Damage" coverage is afforded to the **Additional Insured(s)** as provided in the insuring agreement and subject to all policy provisions, provided that the "**Bodily Injury**" or "**Property Damage**" also:

in the insuring agreement and subject to all policy provisions, provided that the "**Bodily Injury**" or "**Property Damage**" also:

- a) First takes place after the execution of the **Insured Contract**; and
  - b) The "**Bodily Injury**" or "**Property Damage**" arises from "**your work**" performed for the Additional Insured(s) during the policy period.
3. The applicable limit of our liability shall not be increased by the inclusion of **Additional Insureds** under the policy.

4. We shall have no duty to defend or indemnify damages arising from the acts, errors or omissions of the **Additional Insured(s)**.
5. We shall have no duty to defend any **Additional Insured(s)** that qualifies as such either by endorsement to the policy or under an **Insured Contract**.
6. Our duty to contractually indemnify the **Additional Insured(s)** shall not arise until the **insured's** percentage of comparative fault is determined by the trier-of-fact after an actual or contested trial.
7. Our duty to contractually indemnify the **Additional Insured(s)** under an insured contract shall be limited to that sum derived by applying the percentage of fault of the **Named Insured** as determined by the tier-of-fact to the total damage sum allocated by the tier-of-fact to the **Additional Insured(s)**. This limitation to percentage of fault shall equally apply to any attorney fees or litigation costs and expenses incurred by or on behalf of the **Additional Insured**. Under no circumstances shall we pay more than this proportionate contractual indemnity share.
8. Any contractual indemnity payments made on behalf of any **Additional Insured** under an **insured contract**, including any portion of such indemnity payment comprised of attorney's fees, litigation expenses or **supplementary payments**, shall reduce the applicable **limits of insurance** on a dollar for dollar basis.

If any entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.

**WHO IS INSURED: is amended to include as an insured, the person or organization shown in the Schedule, but only with respect to Liability for injury or damage arising out of your ongoing operations performed for that insured.**

It is further agreed that such insurance as is afforded by the General Liability policy for the benefit of the above additional insured(s). **This insurance shall be primary insurance with respect to the Additional Insured(s). The coverage's evidenced herein primary and non-contributory to other insurance available to an Additional Insured per schedule on file with Company.**

PHILADELPHIA INDEMNITY INSURANCE COMPANY  
One Bala Plaza Suite 100, Bala Gynwyd, PA 19004-1403  
(A Capital Stock Insurance Company)

**EXCESS HEALTHCARE PROFESSIONAL LIABILITY - CLAIMS MADE AND  
HEALTHCARE UMBRELLA LIABILITY - OCCURRENCE**

**DECLARATIONS**

Various provisions in the General Policy Provisions and Conditions and Coverage Parts restrict coverage. There may be both occurrence coverages and claims made coverages in this Policy. Claims made coverage is limited to liability for claims first made against an Insured during the policy period or any extended reporting period, if applicable.

Please read all General Policy Provisions and Conditions and Coverage Parts carefully to determine rights, duties, and what is and what is not covered. A complete Policy includes the Declarations, General Policy Provisions and Conditions, and the applicable Coverage Parts.

POLICY NUMBER: PHPK1827581

RENEWAL OF NUMBER: PH PHPK1659733

Item 1. FIRST NAMED INSURED: LA CHEIM SCHOOLS, INC

Item 2. ADDRESS: 4892 SAN PABLO DAM ROAD, EL SOBRANTE, CA 94803

Item 3. (a) RETROACTIVE DATE - EXCESS HEALTHCARE PROFESSIONAL LIABILITY  
CLAIMS MADE COVERAGE PART ONLY: 05/25/2001

(b) POLICY PERIOD: From: May 25, 2016 To: May 25, 2020  
at 12:01 a.m. Standard Time at your mailing address shown above.

(c) OPTIONAL EXTENDED REPORTING PERIOD: To be determined at time of purchase

Item 4. DESCRIPTION OF OPERATIONS: Health Care Facility and Foster Care

Item 5. LIMITS OF INSURANCE	
(a) Excess Healthcare Professional Liability	
Each Medical Incident	\$4,000,000
Retained Limit	Refer to Schedule of Underlying Insurance
(b) Healthcare Umbrella Liability	
Each Occurrence	\$4,000,000
Retained Limit	Refer to Schedule of Underlying Insurance
(c) General Aggregate Limit	\$4,000,000
Item 6. PREMIUM	
Premium	\$6,500.00
Item 7. FORMS AND ENDORSEMENTS -	Attached at inception
Item 8. PRODUCER NAME AND ADDRESS -	LANDMARK INSURANCE AGENCY 111 N MARKET STREET, SUITE 300 SAN JOSE, CA 95113

By \_\_\_\_\_  
Countersignature (In States Where Applicable)

By \_\_\_\_\_  
Authorized Representative