Client#: 1264663 303PHILLACA

ACORD...

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/13/2023

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 any rights to the certificate holder in lieu of such endorsement(s).

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PRODUCER	CONTACT NAME:				
McGriff Insurance Services LLC	PHONE FAX (A/C, No, Ext): (A/C, No):				
3111 Camino Del Rio N Ste 1100 San Diego, CA 92108 619 231-1010	E-MAIL ADDRESS: CertsCA@mcgriff.com				
	INSURER(S) AFFORDING COVERAGE	NAIC #			
	INSURER A: Nonprofits' Insurance Alliance of CA				
INSURED	INSURER B : Employers Preferred Insurance Co	10346			
Phillips Academy	INSURER C:				
Institute of Human Behavior Research	INSURER D:				
1910 Central Avenue	INSURER E :				
Alameda, CA 94501	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 SU	JBR VD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
Α	Х	COMMERCIAL GENERAL LIABILITY			202309579	07/01/2023	07/01/2024	EACH OCCURRENCE	\$1,000,000
		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000
								MED EXP (Any one person)	\$20,000
								PERSONAL & ADV INJURY	\$1,000,000
	GEN	L'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$3,000,000
		POLICY PRO- LOC						PRODUCTS - COMP/OP AGG	\$3,000,000
		OTHER:							\$
Α	AUT	OMOBILE LIABILITY			202309579	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	X	ANY AUTO						BODILY INJURY (Per person)	\$
		OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	Χ	HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
									\$
Α	Χ	UMBRELLA LIAB X OCCUR			202309579UMB	07/01/2023	07/01/2024	EACH OCCURRENCE	\$3,000,000
	EXCESS LIAB CLAIMS-MAD							AGGREGATE	\$3,000,000
		DED X RETENTION \$\$10,000							\$
В		RKERS COMPENSATION DEMPLOYERS' LIABILITY			EIG103866716	06/30/2023	06/30/2024	X PER OTH- STATUTE ER	
	ANY	PROPRIETOR/PARTNER/EXECUTIVE ICER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT	\$1,000,000
	(Mandatory in NH)		"					E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$1,000,000
Α	Bu	siness Personal			202309579PROP	07/01/2023	07/01/2024	\$582,001 Limit	
	Pro	perty						\$1,000 Deductible	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate is subject to policy limits, conditions and exclusions.

RE: Referral of students. The LEA, its subsidiaries, officials and employees and MDUSD are included as an Additional Insured as respects General Liability and Auto Liability as required by written contract. General Liability is Primary and Noncontributory as required by written contract.

CERTIFICATE HOLDER	CANCELLATION			
Mt. Diablo School District 1936 Carlotta Drive Concord. CA 94519-0000	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			
	Lever Marques			

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Name Insured: Phillips Academy

ISO | Commercial General Liability Forms |

POLICY NUMBER: 202309579

COMMERCIAL GENERAL LIABILITY
CG 20 26 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name (Of Additional	Insured Person	(s) O	r Or	ganization(s)):

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

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 your acts or omissions or the acts or omissions of those acting on your behalf:

- 1. In the performance of your ongoing operations; or
- 2. In connection with your premises own

However:

- 1. The insurance afforded to such additic
- 2. If coverage provided to the additional it to such additional insured will not be broprovide for such additional insured.

to the extent permitted by law; and contract or agreement, the insurance afforded are required by the contract or agreement to

B. 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;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

© Insurance Services Office, Inc.





Phillips Academy

POLICY NUMBER: 202309579

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT FOR PUBLIC ENTITIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

A. Section II - WHO IS AN INSURED is amended to include:

- **4.** Any public entity as an additional insured, and the officers, officials, employees, agents and/or volunteers of that public entity, as applicable, who may be named in the Schedule above, when you have agreed in a written contract or written agreement presently in effect or becoming effective during the term of this policy, that such public entity and/or its officers, officials, employees, agents and/or volunteers be added as an additional insured(s) on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - a. Your negligent acts or omissions; or
 - **b.** The negligent acts or omissions of those acting on your behalf;

in the performance of your ongoing operations.

No such public entity or individual is an additional insured for liability arising out of the sole negligence by that public entity or its designated individuals. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

- B. Section III LIMITS OF INSURANCE is amended to include:
 - **8.** The limits of insurance applicable to the public entity and applicable individuals identified as an additional insured(s) pursuant to Provision A.4. above, are those specified in the written contract between you and that public entity, or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.
- C. With respect to the insurance provided to the additional insured(s), Condition 4. Other Insurance of SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:
 - 4. Other Insurance
 - a. Primary Insurance

This insurance is primary if you have agreed in a written contract or written agreement:

(1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in **c.** below; or

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POLICY NUMBER: 202309579

(2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph **b**. below.

b. Excess Insurance

This insurance is excess over:

- 1. Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of SECTION I COVERAGE A BODILY INJURY AND PROPERTY DAMAGE.
 - (e) Any other insurance available to an additional insured(s) under this Endorsement covering liability for damages which are subject to this endorsement and for which the additional insured(s) has been added as an additional insured by that other insurance.
- (1) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.
- (2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance: and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (3) We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Methods of Sharing

If all of the other insurance available to the additional insured(s) permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any other the other insurance available to the additional insured(s) does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

NIAC-E61 02 19 Page 2 of 2



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE ONLY

In consideration of the premium charged, it is understood and agreed that the following is added as an additional insured:

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

But only as respects a legally enforceable contractual agreement with the Named Insured and only for liability arising out of the Named Insured's negligence and only for occurrences of coverages not otherwise excluded in the policy to which this endorsement applies.

It is further understood and agreed that irrespective of the number of entities named as insureds under this policy, in no event shall the company's limits of liability exceed the occurrence or aggregate limits as applicable by policy definition or endorsement.

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BUSINESS AUTO COVERAGE ADDITIONAL INSURED/LOSS PAYEE EXTENSION

POLICY NUMBER: 2023-09579-NPO

Schedule Al

Page 1

NAME OF INSURED: Institute of Human Behavior Research & Education dba: The Phillips Academy

ADDITIONAL INSUREDS / LOSS PAYEE

Additional Insured - NIAC A1

2520 Stanwell Dr., Ste. 270

Concord, CA 94520

As respects vehicle(s): ALL

Additional Insured - NIAC A1

Acalanes Union High School District

1963 Tice Valley Blvd. #D-1 Walnut Creek, CA 94595

As respects vehicle(s): ALL

Additional Insured - NIAC A1

Alameda County Behavioral Health Care

2000 Embarcadero Cove #302

Oakland, CA 94606

As respects vehicle(s): ALL

Additional Insured - NIAC A1

Alameda Unified School District

2200 Central Avenue, #201E

Alameda, CA 94501

As respects vehicle(s): ALL

Additional Insured - NIAC A1

Albany Unified School District

1051 Monroe Street, Apt. A

Albany, CA 94706

As respects vehicle(s): ALL

Additional Insured - NIAC A1

Berkeley Unified School District

2134 Marktin Luther King Jr. Way

Berkeley, CA 94704

As respects vehicle(s): ALL

BY Carnel C. D.

(AUTHORIZED REPRESENTATIVE)

COUNTERSIGNED: 5/17/2023



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BUSINESS AUTO COVERAGE ADDITIONAL INSURED/LOSS PAYEE EXTENSION

Schedule Al

Page 2

NAME OF INSURED: Institute of Human Behavior Research & Education dba: The Phillips Academy

ADDITIONAL INSUREDS /

LOSS PAYEE

Additional Insured - NIAC A1
Castro Valley Unified School District

2023-09579-NPO

4400 Alma Avenue Castro Valley, CA 94546

POLICY NUMBER:

As respects vehicle(s): ALL

Additional Insured - NIAC A1

Fremont Unified School District

P.O. Box 5008

Fremont, CA 94537

As respects vehicle(s): ALL

Additional Insured - NIAC A1

Hayward Unified School District

P.O. Box 5000

Hayward, CA 94540

As respects vehicle(s): ALL

Additional Insured - NIAC A1

Livermore Valley Joint Unified School District

685 East London Boulevard

Livermore, CA 94551

As respects vehicle(s): ALL

Additional Insured - NIAC A1

Marin County SELPA

P.O. Box 4925; 1111 Las Gallinas

San Rafael, CA 94913

As respects vehicle(s): ALL

Additional Insured - NIAC A1

Mt. Diablo Unified School District

1936 Carlotta Dr.

Concord, CA 94519

As respects vehicle(s): ALL

BY Samel C. De

(AUTHORIZED REPRESENTATIVE)

COUNTERSIGNED: 5/17/2023



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BUSINESS AUTO COVERAGE ADDITIONAL INSURED/LOSS PAYEE EXTENSION

Schedule Al

Page 3

NAME OF INSURED: Institute of Human Behavior Research & Education dba: The Phillips Academy

ADDITIONAL INSUREDS / LOSS PAYEE

Additional Insured - NIAC A1

NEA Charter School; Attn: Neku Pogne

2023-09579-NPO

500 Pacific Ave. Alameda, CA 94501

POLICY NUMBER:

As respects vehicle(s): ALL Additional Insured - NIAC A1

Oakland Unified School District

2850 West St.

Emeryville, CA 94608

As respects vehicle(s): ALL

Additional Insured - NIAC A1

Piedmont Unified School District

760 Magnolia Ave.

Oakland, CA 94611

As respects vehicle(s): ALL

Additional Insured - NIAC A1

San Francisco Unified School Distict

135 Van Ness Avenue, Room 102

San Francisco, CA 94102

As respects vehicle(s): ALL

Additional Insured - NIAC A1

San Francisco Unified School District, Spec Ed

720 25th Ave.

San Francisco, CA 94121

As respects vehicle(s): ALL

Additional Insured - NIAC A1

San Leandro Unified School District

14735 Juniper St.

San Leandro, CA 94579

As respects vehicle(s): ALL

COUNTERSIGNED: 5/17/2023 BY — Samel C. D.

(AUTHORIZED REPRESENTATIVE)



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BUSINESS AUTO COVERAGE ADDITIONAL INSURED/LOSS PAYEE EXTENSION

POLICY NUMBER: 2023-09579-NPO Schedule Al

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NAME OF INSURED: Institute of Human Behavior Research & Education dba: The Phillips Academy

ADDITIONAL INSUREDS /

LOSS PAYEE

Additional Insured - NIAC A1 San Lorenzo Unified School District 15510 Usher St. San Lorenzo, CA 94580 As respects vehicle(s): ALL Additional Insured - NIAC A1 San Ramon Valley Unified School District 699 Old Orchard Dr. Danville, CA 94526 As respects vehicle(s): ALL Additional Insured - NIAC A1 West Contra Costa USD

2465 Dolan Wy. Richmond, CA 94806 As respects vehicle(s): ALL Additional Insured - NIAC A1

West Contra Costa USD; Attn: pec Ed Dept

2465 Dolan Way San Pablo, CA 94806 As respects vehicle(s): ALL

Pamel C. Q COUNTERSIGNED: 5/17/2023 BY

(AUTHORIZED REPRESENTATIVE)