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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) Or Organization(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 owned or operated.

However:

1. The insurance afforded to such additional insured will not be broader than the insurance afforded to the insured named in the Schedule;
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 the insurance provided for such additional insured.

to the extent permitted by law; and
contract or agreement, the insurance afforded to such additional insured is 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.

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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

- (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.



A Head for Insurance. A Heart for Nonprofits.

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.

**BUSINESS AUTO COVERAGE
ADDITIONAL INSURED/LOSS PAYEE EXTENSION**

POLICY NUMBER: 2023-09579-NPO

Schedule AI

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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

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

COUNTERSIGNED: 5/17/2023

BY



(AUTHORIZED REPRESENTATIVE)

**BUSINESS AUTO COVERAGE
ADDITIONAL INSURED/LOSS PAYEE EXTENSION**

POLICY NUMBER: 2023-09579-NPO

Schedule AI

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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
Castro Valley Unified School District
4400 Alma Avenue
Castro Valley, CA 94546
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

COUNTERSIGNED: 5/17/2023

BY



(AUTHORIZED REPRESENTATIVE)

**BUSINESS AUTO COVERAGE
ADDITIONAL INSURED/LOSS PAYEE EXTENSION**

POLICY NUMBER: 2023-09579-NPO

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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
NEA Charter School; Attn: Neku Pogne
500 Pacific Ave.
Alameda, CA 94501

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 District
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



(AUTHORIZED REPRESENTATIVE)

**BUSINESS AUTO COVERAGE
ADDITIONAL INSURED/LOSS PAYEE EXTENSION**

POLICY NUMBER: 2023-09579-NPO

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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

COUNTERSIGNED: 5/17/2023

BY



(AUTHORIZED REPRESENTATIVE)