



Policy Number: PHPK2137062

Date Entered: 06/02/2021

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

6/9/2021

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 13395 Sacramento, CA 95813-3395	CONTACT NAME: Andre R. Green	PHONE (A/C, No. Ext): (800) 925-7566	FAX (A/C, No.): ( ) -	
		E-MAIL ADDRESS: andrergreen@gmail.com			
INSURED	LA CHEIM SCHOOL, INC  4892 SAN PABLO DAM ROAD EL SOBRANTE, CA 98420-1330	INSURER(S) AFFORDING COVERAGE			NAIC #:
		INSURER A: PHILADELPHIA INDEMNITY			
		INSURER B: PHILADELPHIA INDEMNITY			
		INSURER C: Berkshire			
		INSURER D:			
		INSURER E:			

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 SUBR INSD 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 <input checked="" type="checkbox"/> Prof Liability, E&O <input checked="" type="checkbox"/> Sexual Molestation, Abuse GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	PHPK2137062	5/25/2021	5/25/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Cyber Liab		PHPK2137062	5/25/2021	5/25/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ 1,000		PHUB723687	5/25/2021	5/25/2022	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	Y/N <input type="checkbox"/> N/A	LAWC218655	5/25/2021	5/25/2022	PER STATUTE OTH-ER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
A	DIRECTORS / OFFICERS LIABILITY		PHPK1487878	5/25/2021	5/25/2022	PER CLAIM 2,000,000 AGGREGATE 2,000,000 DED/D&O 10K / 25K

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
SPECIAL EDUCATION SCHOOLS

Additional Locations: 3031 Telegraph Ave, Oakland 5860 McBryde Ave, Richmond

## CERTIFICATE HOLDER

SPECIAL EDUCATION  
MOUNT DIABLO UNIFIED SCHOOL DISTRICT  
1936 CARLOTTA DRIVE  
CONCORD, CA 94519-1397

## CANCELLATION

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

Andre Green

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Policy Number: PHPK2137062

General Liability  
CG 20 10 10 93

ADDITIONAL INSURED OWNERS, LESSEES OR  
CONTRACTORS

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:

MOUNT DIABLO UNIFIED SCHOOL DISTRICT  
CONCORD, CA

RE:

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

**Alameda Unified School District**

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.**

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PHILADELPHIA INDEMNITY INSURANCE COMPANY  
One Bala Plaza Suite 100, Bala Cynwyd, 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: PHPK2137062

RENEWAL OF NUMBER: PHPK 1827581

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, 2021 To: May 25, 2022  
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	\$3,000,000
Retained Limit	Refer to Schedule of Underlying Insurance
(b) Healthcare Umbrella Liability	
Each Occurrence	\$3,000,000
Retained Limit	Refer to Schedule of Underlying Insurance
(c) General Aggregate Limit	\$3,000,000

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