



INSURED: The Springstone School

POLICY #: 202214018

POLICY PERIOD: 07/01/2022

TO 07/01/2023



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**

**A. SECTION II – WHO IS AN INSURED** is amended to include any public entity as an additional insured for whom you are performing operations when you and such person or organization have agreed in a written contract or written agreement that such public entity 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:

1. Your negligent acts or omissions; or
2. The negligent acts or omissions of those acting on your behalf; in the performance of your ongoing operations.

No such public entity is an additional insured for liability arising out of the "products-completed operations hazard" or for liability arising out of the sole negligence of that public entity.

**B.** With respect to the insurance afforded to these additional insured(s), the following additional exclusions apply.

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C.** The following is added to **SECTION III – LIMITS OF INSURANCE**:

The limits of insurance applicable to the additional insured(s) are those specified in the written contract between you and the additional insured(s), 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.

**D.** 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) That is any other insurance available to an additional insured(s) under this Endorsement covering liability for damages arising out of the premises or operations, or products-completed operations, 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.



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www.insurancefornonprofits.org

**COMMERCIAL UMBRELLA POLICY DECLARATIONS**

PRODUCER:  
Marsh USA, Inc.  
P.O. Box 85638  
San Diego, CA 92186-5638

POLICY NUMBER: 2022-14018-UMB  
RENEWAL OF NUMBER: 2021-14018-UMB-NPO

Item 1 NAME OF INSURED AND MAILING ADDRESS:  
Springstone School (The)  
1035 Carol Lane  
Lafayette, CA 94549

Item 2 POLICY PERIOD: FROM 7/1/2022 TO 7/1/2023  
AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE  
BUSINESS DESCRIPTION: School for 6-12th grade children with disabilities

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE COVERAGE AS STATED IN THIS POLICY.

Item 3 **THE ANNUAL AND MINIMUM PREMIUM DUE AT INCEPTION:** \$650  
(premium includes Terrorism Coverage - Certified Acts: \$50  
but only for policies that indicate coverage on Schedule A - Schedule of Underlying Insurance)

Item 4 **LIMITS OF INSURANCE:**

a.	Occurrence / Accident / Injury / Claim Limits (where applicable): .....	1,000,000
	i) Each Occurrence - Commercial General Liability and Products-Completed Operations Liability	
	ii) Each Accident - Business Auto Liability	
	iii) Each Injury - Liquor Liability	
	iv) Each Claim - Employee Benefits Liability	
b.	Each Claim - Directors and Officers Liability .....	Excluded
c.	Each Claim - Improper Sexual Conduct and Physical Abuse Liability .....	Excluded
d.	Each Claim - Social Service Professional Liability .....	1,000,000
<b>Aggregate limits:</b>		
e.	Commercial General Liability, Business Auto Liability, Products- Completed Operations Liability, Liquor Liability, and Employee Benefits Liability Aggregate (where applicable): .....	1,000,000
f.	Directors and Officers Liability Aggregate .....	Excluded
g.	Improper Sexual Conduct and Physical Abuse Liability Aggregate .....	Excluded
h.	Social Service Professional Liability Aggregate .....	1,000,000

Item 5 **RETROACTIVE DATES - SEE SCHEDULE OF UNDERLYING INSURANCE**

FORMS AND ENDORSEMENTS ATTACHED TO THIS POLICY AT INCEPTION (NUMBER AND EDITION DATE):  
CU 21 30 01 15, CU 21 33 a 01 15, CU 21 33 s 01 15, IL 09 99 12 20, NIAC-E003 UMB 08 20, NIAC-E180 UMB 01 21, NIAC-E253 UMB 08 21, NIAC-E42 UMB 09 19, SCHEDULE A 01 80, UMB 231 06 16, UMB 232 06 16, UMB-100 05 21, UMB61 05 13



**NONPROFITS  
INSURANCE**  
ALLIANCE OF CALIFORNIA

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POLICY NUMBER: 2022-14018-UMB

RENEWAL OF NUMBER: 2021-14018-UMB-NPO

COUNTERSIGNED: 7/7/2022

BY

*Pamela C. R.*

(AUTHORIZED REPRESENTATIVE)

THESE DECLARATIONS, THE ATTACHED SCHEDULE OF UNDERLYING INSURANCE, TOGETHER WITH THE ATTACHED SCHEDULE OF FORMS AND ENDORSEMENTS, AND ANY FORMS AND ENDORSEMENTS WE MAY LATER ATTACH TO REFLECT CHANGES, MAKE UP AND COMPLETE THE ABOVE NUMBERED POLICY.

Notice: This risk pooling contract is issued by a pooling arrangement authorized by California Corporations Code Section 5005.1. The pooling arrangement is not subject to all of the insurance laws of the State of California and is not subject to regulation by the Insurance Commissioner. Insurance guaranty funds are not available to pay claims in the event the risk pool becomes insolvent.

**NIAC - UMB / 2-99**



**SCHEDULE A - SCHEDULE OF UNDERLYING INSURANCE**

POLICY NUMBER: 2022-14018-UMB

CONTROL NUMBER: 14018

NAME OF INSURED: Springstone School (The)

TYPE OF POLICY	APPLICABLE LIMITS		INSURER POLICY #	APPLICABLE PERIOD
(A) Automobile Liability Business Auto	Bodily Injury and Property Damage		NIAC	07/01/2022 to 07/01/2023
	Combined Single Limit .....	\$1,000,000	2022-14018	
	Uninsured/Underinsured Motorist .....	N/A		
(Does not include: Terrorism Coverage - Certified Acts)				
(B) Commercial General Liability	Each Occurrence Limit .....	\$1,000,000	NIAC	07/01/2022 to 07/01/2023
	General Aggregate Limit .....	\$3,000,000	2022-14018	
	Products/Completed Operations Aggregate Limi	\$3,000,000		
	Personal & Advertising Injury Limit .....	\$1,000,000		
	Damage to Premises Rented to You .....	N/A		
(Includes Terrorism Coverage - Certified Acts)				
(C) Social Service Professional Liability	Each Occurrence Limit .....	\$1,000,000	NIAC	07/01/2022 to 07/01/2023
	Aggregate Limit .....	\$3,000,000	2022-14018	
(Does not include: Terrorism Coverage - Certified Acts)				
(D) Standard Workers Compensation & Employers Liability	Coverage B - Employers Liability			
	Bodily Injury by Accident .....	N/A	Each Accident	
	Bodily Injury by Disease .....	N/A	Each Employee	
	Bodily Injury by Disease .....	N/A	Policy Limit	
(E) Improper Sexual Conduct and Physical Abuse	Each Occurrence Limit .....	N/A		
	General Aggregate Limit .....	N/A		
(F) Directors' And Officers'	Each Wrongful Act Limit .....	N/A		
	Aggregate Limit .....	N/A		
(G) Liquor Liability	Each Common Cause Limit .....	\$1,000,000	NIAC	07/01/2022 to 07/01/2023
	Aggregate Limit .....	\$1,000,000	2022-14018	
(Includes Terrorism Coverage - Certified Acts)				
(H) Employee Benefits Liability	Each Employee .....	\$1,000,000	NIAC	07/01/2022 to 07/01/2023
	Aggregate Limit .....	\$3,000,000	2022-14018	
(Includes Terrorism Coverage - Certified Acts)				



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## INDEX OF FORMS ATTACHED TO THE POLICY

POLICY NUMBER: 2022-14018-UMB-NPO

NAME OF INSURED: Springstone School (The)

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### UMBRELLA FORMS AND ENDORSEMENTS

### FORM NUMBER/EDITION DATE

Cap on Losses for Certified Acts - Terrorism Coverage	CU 21 30 01 15
Exclusion of Certified Acts of Terrorism - Automobile Liability Underlying Insurance Only	CU 21 33 a 01 15
Exclusion of Certified Acts of Terrorism - Social Services Professional Underlying Coverage Only	CU 21 33 s 01 15
Disclosure Of Premium For Certified Acts of Terrorism	IL 09 99 12 20
Member Criteria	NIAC-E003 UMB 08 2
Communicable Disease - Exclusion	NIAC-E180 UMB 01 2
Workers' Compensation - Exclusion	NIAC-E253 UMB 08 2
Nuclear, Chemical and Biological Hazard Exclusion	NIAC-E42 UMB 09 19
Schedule A - Schedule of Underlying Insurance	SCHEDULE A 01 80
Privacy Liability and Cyber Coverage Exclusion	UMB 231 06 16
Medical Payments Exclusion	UMB 232 06 16
Commercial Umbrella Policy	UMB-100 05 21
Employers' Liability Exclusion	UMB61 05 13

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This list of forms is not part of the actual policy, but is for your information only.  
Please refer to the policy(s) for actual limits, coverages and exclusions.



P.O. BOX 8192, PLEASANTON, CA 94588

**CERTIFICATE OF WORKERS' COMPENSATION INSURANCE****ISSUE DATE: 09-01-2022**

GROUP:  
 POLICY NUMBER: **9305271-2022**  
 CERTIFICATE ID: **12**  
 CERTIFICATE EXPIRES: **09-01-2023**  
**09-01-2022/09-01-2023**

**MT DIABLO UNIFIED SCHOOL DISTRICT****NA****JOB:THE SPRINGSTONE SCHOOL**

**1936 CARLOTTA DR  
 CONCORD CA 94519-1358**

**1035 CAROL LN  
 LAFAYETTE  
 CA 94549**

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon **10** days advance written notice to the employer.

We will also give you **10** days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

**EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.**

EMPLOYER

**THE SPRINGSTONE SCHOOL (A NONPROFIT PUBLIC  
 BENEFIT CORP.)  
 1035 CAROL LN  
 LAFAYETTE CA 94549**