



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/02/2020

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 Willis Towers Watson Southeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA		CONTACT NAME: Willis Towers Watson Certificate Center	
		PHONE (A/C, No, Ext): 1-877-945-7378	FAX (A/C, No): 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com			
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A: Philadelphia Indemnity Insurance Company			18058
INSURER B: Property & Casualty Insurance Company of H			34690
INSURER C: Allied World National Assurance Company			10690
INSURER D:			
INSURER E:			
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** W16713505 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			PHPK2139696	06/01/2020	06/01/2021	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		Y				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 3,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 3,000,000
							\$
A	AUTOMOBILE LIABILITY			PHPK2139696	06/01/2020	06/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB			PHUB724697	06/01/2020	06/01/2021	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> RETENTION \$ 10,000		Y				AGGREGATE \$ 10,000,000
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			20 WN S52503	06/01/2020	06/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Excess Liability			0305-6088	06/01/2020	06/01/2021	Each Occurrence \$10,000,000
							Products-Comp. Agg. \$10,000,000

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

It is agreed that Mt. Diablo Unified School District, its subsidiaries, officials and employees are included as Additional Insureds as respects General & Umbrella liability as required by written contract. Umbrella is follow form.

CERTIFICATE HOLDER		CANCELLATION	
Mt. Diablo Unified School District Risk Management Department 1936 Carlotta Drive Concord, CA 94519		<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p><i>Britt Pyle</i></p>	

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):
as required by written contract or
agreement

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 by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
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 that which you are required by the contract or agreement to provide for such additional insured.

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 shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Philadelphia Indemnity Insurance Company

Form Schedule – General Liability

Policy Number: PHPK2139696

Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue:

Form	Edition	Description
PI-GL-002 CA	0208	Exclusion - Asbestos Liability
PI-GL-005	0712	Additional Insured Primary And Non-Contributory Ins
PI-GL-028	0917	New Jersey Coverage And Exclusion For Hazards Of Lead
PI-GL-EP-1	0605	Exclusion Professional Liability Coverage
PI-GLD-VS	0517	General Liability Deluxe Endorsement: Schools
PI-HS-005	0704	Exclusion - Professional Liability Coverage
PI-HS-005 TX	0704	Exclusion - Professional Liability Coverage
PI-MANU-1	0100	CG2026 - Where Required by Written Contract
PI-MANU-1	0100	Re CG2026 Redlands Unified School District
PI-MANU-1	0100	Policy Changes - 90 day cancellation notice
PI-MANU-1	0100	Re CG2026 Ferris State University
PI-MANU-1	0100	Re CG2026 Napa County SELPA
PI-MANU-1	0100	CG2026- The County of Delaware
PI-MI-1	0106	Michigan Policy Changes
PI-SAM-006	0117	Abuse Or Molestation Exclusion
PI-SAM-006 GA	0317	Abuse Or Molestation Exclusion - Georgia
PI-SAM-006 TX	0117	Abuse Or Molestation Exclusion - Texas
PI-SE-001	1205	Fund Raising Events Endorsement
PI-SE-001	0718	Special Events Endorsement
PI-SE-001 FL	0918	Special Events Endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**GENERAL LIABILITY DELUXE ENDORSEMENT
SCHOOLS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Damage to Premises Rented to You	\$300,000	2
Extended Property Damage	included	2
Non-Owned Watercraft	Less than 58 feet	2
Supplementary Payments – Bail Bonds	\$2,500	2
Supplementary Payment – Loss of Earnings	\$500 per day	2
Medical Payments	\$15,000	3
Medical Payments – Extended Reporting Period	3 years	3
Employee Indemnification Defense Coverage for Employee	\$25,000	3
Additional Insured – Medical Directors and Administrators	Included	3
Additional Insured – Managers and Supervisors	Included	3
Additional Insured – Broadened Named Insured	Included	3
Additional Insured – Funding Source	Included	3
Additional Insured – Managers or Lessors of Premises	Included	4
Additional Insured – By Contract, Agreement or Permit	Included	4
Additional Insured – Broad Form Vendors	Included	4
General Aggregate – Per Campus	Included	5
Duties in the Event of Occurrence, Claim or Suit	Included	6
Other Insurance – Primary Additional Insured	Included	6
Other Insurance – You Are An Additional Insured On Another Person's Or Organization's Policy	Included	7
Unintentional Failure to Disclose Hazards	Included	8
Liberalization	Included	8
Bodily Injury – includes Mental Anguish	Included	8
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	8
Transfer of Rights of Recovery Against Others To Us	Clarification	9
Science Laboratory "Occurrence"	\$50,000	9
Medical Incident Liability – Nurse and Athletic Trainer	Included	9

A. Damage to Premises Rented to You

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:
 - a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. **Exclusions**;
 - b. **SECTION III - LIMITS OF INSURANCE**, Paragraph 6.;
 - c. **SECTION V – DEFINITIONS**, Paragraph 9.a.
2. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the words "Fire insurance" are changed to "insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:
 - a. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection 4. **Other Insurance**, Paragraph b. **Excess Insurance**
3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:
 - a. \$300,000; or
 - b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

B. Extended "Property Damage"

SECTION I - COVERAGES. COVERAGE A, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. **Exclusions**, Paragraph a. is deleted and replaced by the following:

- a. **Expected or Intended Injury**
 "Bodily Injury" or "Property Damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

C. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. **Exclusions**, Paragraph g. (2) is amended to read as follows:

- (2) A watercraft you do not own that is:
 - (a) Less than 58 feet long; and
 - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

D. Supplementary Payments

Under the **SUPPLEMENTARY PAYMENTS - COVERAGE A AND B** provision, Items 1.b. and 1.d.

are amended as follows:

1. The limit for the cost of bail bonds is changed from \$250 to \$2,500; and
2. The limit for loss of earnings is changed from \$250 a day to \$500 a day.

E. Medical Payments - Limit Increased to \$15,000, Extended Reporting Period

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:

- a. \$15,000; or
- b. The Medical Expense Limit shown in the Declarations of this Coverage Part.

2. **SECTION I – COVERAGE, COVERAGE C MEDICAL PAYMENTS, Subsection 1. Insuring Agreement**, the second part of Paragraph a. is amended to read:

provided that:

- (2) The expenses are incurred and reported to us within three years of the date of the accident;

F. Employee Indemnification Defense Coverage

Under the **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** provision, the following is added:

3. We will pay, on your behalf, defense costs incurred by an “employee” in a criminal proceeding.

The most we will pay for any “employee” who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the numbers of “employees”, claims or “suits” brought or persons or organizations making claims or bringing “suits”.

G. SECTION II - WHO IS AN INSURED is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this Coverage Part, Paragraph 3.a. is changed to read:
 - a. Coverage under this provision is afforded until the end of the policy period.
2. Each of the following is also an insured:
 - a. **Medical Directors and Administrators** - Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such.
 - b. **Managers and Supervisors** - If you are an organization other than a partnership or joint venture, your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors.
 - c. **Broadened Named Insured** - Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
 - d. **Funding Source** - Any person or organization with respect to their liability arising out of:
 - (1) Their financial control of you; or

- (2) Premises they own, maintain or control while you lease or occupy these premises. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.
- e. **Managers or Lessors of Premises** - Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased to you subject to the following additional exclusions:
This insurance does not apply to:
- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.
- f. **By Contract, Agreement or Permit** - Any person or organization with whom you agreed, because of a written contract or agreement or permit, to provide insurance such as is afforded under this policy, but only with respect to your operations, "your work" or facilities owned or used by you.
- (1) This provision does not apply:
 - (a) Unless the written contract or agreement has been executed or permit has been issued prior to the "bodily injury," "property damage," "personal and advertising injury":
 - (b) To any person or organization included as an insured under g. Broad Form Vendors below; or
 - (c) To any person or organization included as an insured by an endorsement issued by us and made a part of this Coverage Part.
 - (2) When an engineer, architect or surveyor becomes an insured under this Coverage Part, the following additional exclusion applies:
 - (a) "Bodily injury", "property damage", "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
 - (i) The preparing, approving, or failing to approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
 - (ii) Supervisory, inspection, or engineering services.
 - (3) When a lessor of leased equipment becomes an insured under this Coverage Part, the following additional exclusions apply:
 - (a) To any "occurrence" which takes place after the equipment lease expires; or
 - (b) To "bodily injury" or "property damage" arising out of the sole negligence of the lessor.
 - (4) When owners or other interests from whom land has been leased become an insured under this Coverage Part, the following additional exclusions apply:
 - (a) Any "occurrence" which takes place after you cease to lease that land; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of the owners or other interests from whom land has been leased.
- g. **Broad Form Vendors** - Any person or organization with whom you agreed, because of a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions.
- (1) The insurance afforded the vendor does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing or substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with sale of the product;
 - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
- (2) This provision does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
 - (3) This provision does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Coverage Part.
 - (4) This provision does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Coverage Part or by endorsement.

H. Per Campus – General Aggregate

SECTION III – LIMITS OF INSURANCE is amended to include the following provisions:

1. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, and for all medical expenses caused by accidents under **SECTION I – COVERAGE, COVERAGE C MEDICAL PAYMENTS** which can be attributed only to operations at a single designated "campus" shown in the Declarations:
 - a. A separate Per Campus General Aggregate Limit is applicable to each single designated "campus" shown in the Declarations and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - b. The Per Campus General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," and for medical expenses under **COVERAGE C** regardless of the number of:
 - (1) Insureds;
 - (2) Claims made or "suits" brought; or
 - (3) Persons or organizations making claims or bringing "suits."
 - c. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Per Campus General Aggregate Limit for that designated "campus." Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Per Campus General Aggregate Limit for any other designated "campus" shown in the Declarations.
 - d. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Per Campus General Aggregate Limit.

2. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, and for all medical expenses caused by accidents under **SECTION I – COVERAGE, COVERAGE C MEDICAL PAYMENTS** which cannot be attributed only to operations at a single designated "campus" shown in the Declarations:
 - a. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 - b. Such payments shall not reduce any separate designated "campus" General Aggregate Limit.
3. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payment for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Per Campus General Aggregate Limit.
4. **SECTION V – DEFINITIONS** is amended by adding the following:

"Campus" is defined as premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
5. The provisions of **SECTION III – LIMITS OF INSURANCE** not otherwise modified by the above shall continue to apply as stipulated.

I. Duties in the Event of Occurrence, Claim or Suit

1. The requirement in Paragraph 2.a. of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense, applies only when the "occurrence" or offense is known to:
 - a. You, if you are an individual;
 - b. A partner, if you are a partnership; or
 - c. An executive officer or insurance manager, if you are a corporation.
2. The requirement in Paragraph 2.b. of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:
 - a. You, if you are an individual;
 - b. A partner, if you are a partnership; or
 - c. An executive officer or insurance manager, if you are a corporation.

J. Other Insurance – Primary Additional Insured

1. If the written contract or agreement or permit requires this insurance to be primary for any person or organization with whom you agree to include in **SECTION II - WHO IS AN INSURED**, then **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection 4. **Other Insurance** is replaced by the following:

If other valid and collectible insurance is available for a loss we cover under **COVERAGE A** of this Coverage Part, our obligations are limited as follows:

- a. Primary Insurance - This insurance is primary. We will not seek contributions from other

insurance available to the person or organization with whom you agree to include in **SECTION II - WHO IS AN INSURED**, except when 2. below applies.

- b. Excess Insurance -This insurance is excess over any of the other insurance whether primary, excess, contingent or any other basis:
- (1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (2) That is Fire, lightning or explosion insurance for premises rented to you; or temporarily occupied by you with permission of the owner; or
 - (3) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to **SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. Exclusions, Paragraph g.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

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:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all other insurance.

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. Method of Sharing - If all the other insurance 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 or the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's contribution is based on the ratio of its applicable limits of insurance of all insurers.

2. This provision only applies with respect to your operations, "your work" or facilities owned or used by you.

K. Other Insurance – You Are An Additional Insured On Another Person's Or Organization's Policy

If you are an insured under **SECTION II - WHO IS AN INSURED**, then **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection 4. **OTHER INSURANCE**, Paragraph b. **Excess Insurance** is replaced by the following:

This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis:

1. That is Fire, Extended Coverage, Builders Risk, Installation Risk or similar coverage for "your work";
2. That is Fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

3. If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to **SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. **Exclusions**, Paragraph g.; or
4. When any of the Named Insureds, under this Coverage Part, are additional insureds under a commercial general liability policy or similar insurance of another party.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insureds.

When this insurance is excess or other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

1. The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
2. The total of all deductible and self-insured amounts under all that other insurance.

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.

L. Unintentional Failure To Disclose Hazards

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

M. Liberalization

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

N. Bodily Injury - Mental Anguish

SECTION V – DEFINITIONS, Paragraph 3. is changed to read:

"Bodily Injury":

- a. Means bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (item a. above) at any time.

O. Personal and Advertising Injury – Abuse of Process, Discrimination

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph 14. b. is revised to read:
 - b. Malicious prosecution or abuse of process:
2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended to include the following:

“Personal Injury” also means discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
 - (1) Any insured; or
 - (2) Any executive officer, director, stockholder, partner or member of the insured; or
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured; or
- c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

P. Transfer of Rights of Recovery Against Others To Us

As a clarification, the following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection **8. Transfer of Rights of Recovery Against Others To Us**:

Therefore, the insured can waive the insurer’s Rights of Recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

Q. Science Laboratory “Occurrence”

SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions**, Paragraph **f.** does not apply to any “bodily injury” or “physical damage” arising out of a fire or “occurrence” in any of your science laboratories while teaching is being conducted in that laboratory, subject to a \$50,000 per policy limit.

R. Medical Incident Liability-Nurse and Athletic Trainer

1. **SECTION II – WHO IS AN INSURED**, Subparagraph **2.a. (1) (d)** is deleted and replaced by the following:

(d) Arising out of his or her providing or failing to provide professional medical services. This paragraph does not apply to a registered or practical nurse or athletic trainer, while acting within the scope of his or her duties for the Named Insured and arising out of a “medical incident”.

2. **SECTION V – DEFINITIONS**, **13.** is deleted and replaced by the following:

“Occurrence” means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, and “medical incident”.

3. The following definition is added to **SECTION V – DEFINITIONS**:

“Medical Incident” means any act or omission in the furnishing or failure to furnish professional medical services by the insured or any person acting under the personal direction, control, or supervision of the insured. Any such act or omission together with all related acts or omissions in the furnishing of such services to any one person shall be considered one “medical incident”.

“Medical incident” does not include any actual, alleged or threatened emotional, physical, or sexual abuse of any patient or professional medical services recipient.

POLICY NUMBER: PHUB724697

**PHILADELPHIA**
INSURANCE COMPANIES

A Member of the Tokio Marine Group

One Bala Plaza, Suite 100
Bala Cynwyd, Pennsylvania 19004
610.617.7900 Fax 610.617.7940
PHLY.com**COMMERCIAL UMBRELLA LIABILITY INSURANCE
POLICY DECLARATIONS**

Philadelphia Indemnity Insurance Company	25482 Willis Insurance Services of Georgia, 5 Concourse Pkwy 18th Floor Atlanta, GA 30328 (404) 224-5000
NAMED INSURED: Ray Beyond LLC	
MAILING ADDRESS: 1321 Murfreesboro Pike Ste 702 Nashville, TN 37217-2679	
POLICY PERIOD: FROM 06/01/2020 TO 06/01/2021 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE	

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

LIMITS OF INSURANCE		
EACH OCCURRENCE LIMIT (LIABILITY COVERAGE)	\$	<u>10,000,000</u>
PERSONAL & ADVERTISING INJURY LIMIT	\$	<u>10,000,000</u> Any one person or organization
PRODUCTS COMPLETED OPERATIONS AGGREGATE LIMIT	\$	<u>10,000,000</u>
GENERAL AGGREGATE LIMIT (LIABILITY COVERAGE) (except with respect to Auto Liability and Products Completed Operations)	\$	<u>10,000,000</u>

RETAINED LIMIT	
RETAINED LIMIT:	\$ <u>10,000</u>

POLICY NUMBER: PHUB724697

SCHEDULE OF UNDERLYING INSURANCE		
Employers' Liability		
Company:	<u>The Hartford</u>	
Policy Number:	<u>TBD</u>	
Policy Period:	<u>06/01/2020 06/01/2021</u>	
Minimum Applicable Limits		
Bodily injury by accident	\$	<u>1,000,000</u> Each Accident
Bodily injury by disease	\$	<u>1,000,000</u> Each Employee
Bodily injury by disease	\$	<u>1,000,000</u> Policy Limit
Commercial General Liability		
	<input type="checkbox"/> Occurrence	<input type="checkbox"/> Claims-Made
Company:	<u>SEE COMML GEN LIA SUPPLEMENTAL SCHEDULE OF UNDERLYING INS</u>	
Policy Number:	_____	
Policy Period:	_____	
Retroactive Date:	_____	
Minimum Applicable Limits:		
General Aggregate	\$	_____
Products-Completed Operations Aggregate	\$	_____
Personal And Advertising Injury	\$	_____
Each Occurrence	\$	_____
Commercial Auto Liability		
Company:	<u>SEE COMML AUTO LIA SUPPLEMENTAL SCHEDULE OF UNDERLYING INS</u>	
Policy Number:	_____	
Policy Period:	_____	
Minimum Applicable Limits		
Garage Aggregate Limit For Other Than Autos (if applicable)	\$	_____
Each Accident	\$	_____
Professional Liability		
	<input type="checkbox"/> Occurrence	<input type="checkbox"/> Claims-Made
Company:	<u>SEE PROFESSIONAL LIA SUPPLEMENTAL SCHEDULE OF UNDERLYING INS</u>	
Policy Number:	_____	
Policy Period:	_____	
Retroactive Date:	_____	
Minimum Applicable Limits		
_____	\$	_____
_____	\$	_____

POLICY NUMBER: PHUB724697

<p>Employee Benefits Liability</p> <p>Company: <u>SEE EMPL BEN LIA SUPPLEMENTAL SCHEDULE OF UNDERLYING INS</u></p> <p>Policy Number: _____</p> <p>Policy Period: _____</p> <p>Retroactive Date: _____</p> <p>Minimum Applicable Limits</p> <p>_____ \$ _____</p> <p>_____ \$ _____</p>	<p><input type="checkbox"/> Occurrence <input type="checkbox"/> Claims-Made</p>
<p>Abusive Conduct Liability</p> <p>Company: <u>SEE ABUSE/MOLEST SUPPLEMENTAL SCHEDULE OF UNDERLYING INS</u></p> <p>Policy Number: _____</p> <p>Policy Period: _____</p> <p>Retroactive Date: _____</p> <p>Minimum Applicable Limits</p> <p>_____ \$ _____</p> <p>_____ \$ _____</p>	<p><input type="checkbox"/> Occurrence <input type="checkbox"/> Claims-Made</p>
<p>Directors & Officers Liability</p> <p>Company: _____</p> <p>Policy Number: _____</p> <p>Policy Period: _____</p> <p>Retroactive Date: _____</p> <p>Minimum Applicable Limits</p> <p>_____ \$ _____</p> <p>_____ \$ _____</p>	<p><input type="checkbox"/> Occurrence <input type="checkbox"/> Claims-Made</p>
<p>Liquor Liability</p> <p>Company: _____</p> <p>Policy Number: _____</p> <p>Policy Period: _____</p> <p>Retroactive Date: _____</p> <p>Minimum Applicable Limits</p> <p>_____ \$ _____</p> <p>_____ \$ _____</p>	<p><input type="checkbox"/> Occurrence <input type="checkbox"/> Claims-Made</p>

POLICY NUMBER: PHUB724697

Watercraft Liability	<input type="checkbox"/> Occurrence	<input type="checkbox"/> Claims-Made
Company: _____		
Policy Number: _____		
Policy Period: _____		
Retroactive Date: _____		
Minimum Applicable Limits		
_____	\$	_____
_____	\$	_____
Other Coverages Not Included in Above	<input type="checkbox"/> Occurrence	<input type="checkbox"/> Claims-Made

Company: _____		
Policy Number: _____		
Policy Period: _____		
Retroactive Date: _____		
Minimum Applicable Limits		
_____	\$	_____
_____	\$	_____

THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.

Countersigned:	By:
(Date)	(Authorized Representative)

IN WITNESS WHEREOF, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.



John W. Glomb, Jr.
President & Chief Underwriting Officer



Secretary

PROFESSIONAL LIABILITY SUPPLEMENTAL SCHEDULE OF UNDERLYING INSURANCE

Professional Liability Occurrence Claims-Made
 Company: Philadelphia Indemnity Insurance Company
 Policy Number: PHPK2139696
 Policy Period: 06/01/2020 06/01/2021
 Retroactive Date: 06/01/2016
 Minimum Applicable Limits
Each Professional Incident \$ 1,000,000
Aggregate \$ 3,000,000

Professional Liability Occurrence Claims-Made
 Company: Tokio Marine Specialty Insurance Company
 Policy Number: PPK2139108
 Policy Period: 06/01/2020 06/01/2021
 Retroactive Date: 06/01/2016
 Minimum Applicable Limits
Each Professional Incident \$ 1,000,000
Aggregate \$ 3,000,000

Professional Liability Occurrence Claims-Made
 Company:
 Policy Number:
 Policy Period:
 Retroactive Date:
 Minimum Applicable Limits
 \$
 \$

Professional Liability Occurrence Claims-Made
 Company:
 Policy Number:
 Policy Period:
 Retroactive Date:
 Minimum Applicable Limits
 \$
 \$

ABUSIVE CONDUCT LIABILITY SUPPLEMENTAL SCHEDULE OF UNDERLYING INSURANCE

Abusive Conduct Liability Occurrence Claims-Made
 Company: Philadelphia Indemnity Insurance Company
 Policy Number: PPHPK2139696
 Policy Period: 06/01/2020 06/01/2021
 Retroactive Date: Not Applicable
 Minimum Applicable Limits
Each Abusive Conduct \$ 1,000,000
Aggregate \$ 3,000,000

Abusive Conduct Liability Occurrence Claims-Made
 Company: Tokio Marine Specialty Insurance Company
 Policy Number: PPK2139108
 Policy Period: 06/01/2020 06/01/2021
 Retroactive Date: Not Applicable
 Minimum Applicable Limits
Each Abusive Conduct \$ 1,000,000
Aggregate \$ 3,000,000

Abusive Conduct Liability Occurrence Claims-Made
 Company:
 Policy Number:
 Policy Period:
 Retroactive Date: _____
 Minimum Applicable Limits
 \$
 \$

Abusive Conduct Liability Occurrence Claims-Made
 Company:
 Policy Number:
 Policy Period:
 Retroactive Date: _____
 Minimum Applicable Limits
 \$
 \$

Philadelphia Indemnity Insurance Company

Named Insured Schedule

Policy Number: PHUB724697

Spectrum Center - Rossier Park High School

Spectrum Center - Rossier Park Elementary School

Bishop Eton School Inc

Texas CLE Inc

CLE Chicago Inc

Ombudsman Educational Services of Indiana Inc