Client#: 422547 SPRINSCHOO2

### $ACORD_{\scriptscriptstyle{\mathbb{M}}}$

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/04/2020

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

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PRODUCER	CONTACT Shannon Shilling			
Marsh & McLennan Agency LLC	PHONE (A/C, No, Ext): 858-875-5411 FAX (A/C, No): 8			
Marsh & McLennan Ins. Agency LLC	E-MAIL ADDRESS:			
PO Box 85638	INSURER(S) AFFORDING COVERAGE	GE NAIC#		
San Diego, CA 92186	INSURER A: Nonprofits Insurance Alliance of CA			
INSURED	INSURER B:			
The Springstone School	INSURER C:			
1035 Carol Lane	INSURER D:			
Lafayette, CA 94549	INSURER E:			
	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
Α	X	COMMERCIAL GENERAL LIABILITY	Х		202014018	08/15/2020	08/15/2021		\$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	I'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			202014018	08/15/2020	08/15/2021	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
		ANY AUTO						BODILY INJURY (Per person)	\$
		OWNED SCHEDULED AUTOS AUTOS						BODILY INJURY (Per accident)	\$
	X	HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
									\$
Α	X	UMBRELLA LIAB X OCCUR			202014018UMB	08/15/2020	08/15/2021	EACH OCCURRENCE	\$1,000,000
		EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$1,000,000
		DED X RETENTION \$10000							\$
		RKERS COMPENSATION EMPLOYERS' LIABILITY						PER OTH- STATUTE ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?		N/A					E.L. EACH ACCIDENT	\$
	(Mai	ndatory in NH)	147.4					E.L. DISEASE - EA EMPLOYEE	\$
		s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$
Α	Pro	ofessional			202014018	08/15/2020	08/15/2021	1,000,000/3,000,000	Agg
Α	Ab	use/Molestation			202014018	08/15/2020	08/15/2021	1,000,000/3,000,000	Agg

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

Mt. Diablo Unified School District, it's officers & employees are named as additional insured only with respect to general liability arising out of their contract agreement with the insured per attached policy form. Primary wording included per attached policy form.

CERTIFICATE HOLDER	CANCELLATION
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Mt. Diablo Unified 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

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INSURED: The Springstone School

POLICY #: 202014018 POLICY PERIOD: 08/15/2020 TO 08/15/2021



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
  - 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:

- 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:

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- (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 productscompleted 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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