



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/18/2022

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 Swingle, Collins & Associates 13760 Noel Road, Suite 600 Dallas TX 75240		CONTACT NAME:	
		PHONE (A/C, No, Ext): 972-715-8732	FAX (A/C, No): 972-387-3808
		E-MAIL ADDRESS: services@swinglecollins.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Argonaut Insurance Company	NAIC # 19801
		INSURER B : Hanover American	36064
		INSURER c : Hanover Insurance Company	22292
		INSURER d : Steadfast Insurance Co	26387
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 2003181305 **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
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			ZDDD263686-05	5/23/2022	5/23/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ Pys/Sex/Molest-Abuse \$ 1,000,000
B	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ZDDD263686-05	5/23/2022	5/23/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			UHDD26369405	5/23/2022	5/23/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C D A	Professional Liability-Human Serv E&O-Lawyers Executive Package			ZHDD26367905 EOC029672402 ML76026002	5/23/2022 5/23/2022 5/23/2019	5/23/2023 5/23/2023 2/14/2026	Aggregate / Per Claim 3000000/1000000 Aggregate / Per Claim 1000000/1000000 EPL / Fiduciary Agg 5000000/1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The general liability policy includes Blanket Additional Insured endorsements (Form 42-0550 09/08) only when there is a written contract between the named insured and the certificate holder that requires such status. The general liability policy includes a special endorsement with Primary and Non-Contributory wording (Form 421-0452 12/14) only when there is a written contract between the named insured and the certificate holder that requires such status.

CERTIFICATE HOLDER

CANCELLATION

Mt. Diablo USD
1936 Carlotta Drive
Concord CA 94519

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
David Swingle

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PHYSICAL ABUSE, SEXUAL MISCONDUCT OR SEXUAL MOLESTATION
LIABILITY COVERAGE ENDORSEMENT
(OCCURRENCE – SEPARATE AGGREGATE)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

"Physical Abuse, Sexual Misconduct or Sexual Molestation" Each Incident Limit:	\$1,000,000
"Physical Abuse, Sexual Misconduct or Sexual Molestation" Aggregate Limit:	\$3,000,000

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Except for the insurance provided by this endorsement, the Coverage Part to which this endorsement is attached does not apply to any claim or "suit" seeking damages arising out of any actual or alleged "physical abuse, sexual misconduct or sexual molestation incident".

A. For the purpose of coverage provided by this endorsement, the following is added to SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

PHYSICAL ABUSE, SEXUAL MISCONDUCT AND SEXUAL MOLESTATION

a. We will pay those sums the insured becomes legally obligated to pay as damages because of "injury" arising out of a "physical abuse, sexual misconduct or sexual molestation incident" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "injury" to which this insurance does not apply. We may, at our discretion, investigate any "physical abuse, sexual misconduct or sexual molestation incident" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE** as modified below; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless expressly provided for under

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B.

- b. This insurance applies to "injury" only if:
 - (1) The "injury" arises out of a "physical abuse, sexual misconduct or sexual molestation incident" that takes place in the "coverage territory";
 - (2) The first act of a "physical abuse, sexual misconduct or sexual molestation incident" occurs during the policy period; and
 - (3) Prior to the policy period no insured listed under **SECTION II – WHO IS AN INSURED**, Paragraph 1. and no "employee" authorized by you to give or receive notice of a "physical abuse, sexual misconduct or sexual molestation incident" or claim knew that the "physical abuse, sexual misconduct or sexual molestation incident" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "physical abuse, sexual misconduct or sexual molestation incident" occurred, then any multiple, continuous, related or repeated acts of such "physical abuse, sexual misconduct or sexual molestation incident" during or after the policy period will be deemed to have been known prior to the policy period.
- c. A "physical abuse, sexual misconduct or sexual molestation incident" which occurs during the policy period and was not, prior to the policy period, known to have occurred by

any insured listed under **SECTION II – WHO IS AN INSURED**, Paragraph 1. or any "employee" authorized by you to give or receive notice of a "physical abuse, sexual misconduct or sexual molestation incident" or claim, includes any multiple, continuous, related or repeated acts of that "physical abuse, sexual misconduct or sexual molestation incident" after the end of the policy period.

- d. A "physical abuse, sexual misconduct or sexual molestation incident" will be deemed to have been known to have occurred at the earliest time when any insured listed under **SECTION II – WHO IS AN INSURED**, Paragraph 1. or any "employee" authorized by you to give or receive notice of a "physical abuse, sexual misconduct or sexual molestation incident" or claim:

- (1) Reports all or any part of the "physical abuse, sexual misconduct or sexual molestation incident" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "physical abuse, sexual misconduct or sexual molestation incident"; or
- (3) Becomes aware by any other means that the "physical abuse, sexual misconduct or sexual molestation incident" has occurred or has begun to occur.

- B. For the purpose of coverage provided by this endorsement, **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is replaced by the following:

2. Exclusions

The insurance provided under this endorsement does not apply to:

- a. **Participating In or Knowingly Allowing "Physical Abuse, Sexual Misconduct or Sexual Molestation"**

Any person who participated in, knowingly allowed or directed any "physical abuse, sexual misconduct or sexual molestation incident".

- b. **Dishonest, Fraudulent, Criminal, Wrongful or Malicious Act**

"Injury" arising out of any intentional, dishonest, fraudulent, criminal, wrongful or malicious act committed by, knowingly allowed, or directed by the insured, including the willful or reckless violation of any statute or law.

This exclusion applies even if:

- (1) The insured or the person causing the "injury" lacks the mental capacity to control or govern his or her own conduct; or
- (2) The insured or the person causing the "injury" temporarily lacks the capacity to control or govern his or her own conduct or is temporarily unable to form any intent to cause harm.

This exclusion applies regardless whether the insured or the person causing the "injury" is actually charged with or convicted of a crime.

- c. **Sex Discrimination**

"Injury" arising out of sex discrimination.

- d. **Contractual**

Liability assumed by any insured under any contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

- e. **Workers Compensation**

Any obligation of any insured under a workers' compensation, disability benefits, or unemployment compensation law or any similar law.

- f. **Employer's Liability**

Any claim made by or on behalf of:

- (1) Any "employee" of the insured arising out of and in the course of employment by any insured; or
- (2) Any person as a consequence of (1) above.

This exclusion applies:

- (3) Whether any insured may be liable as an employer or in any other capacity; and
- (4) To any obligation to share damages with or repay someone else who must pay damages because of injury.

- g. **Employment-Related Practices**

Any claim by or on behalf of:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment,

humiliation or discrimination directed at that person; or

- (2) Any person as a consequence of "injury" to that person at whom any of the employment-related practices described in paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (3) Whether the insured may be liable as an employer or in any other capacity; and
- (4) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

h. Punitive or Exemplary Damages

Any sum awarded for punitive, exemplary, or multiplied damages, taxes, fines, or penalties arising out of any "physical abuse, sexual misconduct or sexual molestation incident".

i. "Injury", "Property Damage", "Personal and Advertising Injury"

- (1) "Injury" for which insurance is provided by other insurance, or which would have been provided but for the exhaustion of limits; or
- (2) "Property damage"; or
- (3) "Personal and advertising injury", except to the extent provided in this endorsement.

j. Prior Incident

"Injury" that results from a "physical abuse, sexual misconduct or molestation incident" that first commenced prior to the beginning of the policy period for this insurance.

C. For the purpose of coverage provided by this endorsement, the following is added to SECTION II – WHO IS AN INSURED:

However, none of the following is an insured for the purpose of coverage provided by this endorsement:

1. Any person who participated in, knowingly allowed or directed a "physical abuse, sexual misconduct or sexual molestation incident"; or
2. Any person who knew of a "physical abuse, sexual misconduct or sexual molestation incident" and failed to comply with any applicable federal, state or local laws, ordinances or regulations which require the reporting of such incident.

D. For the purpose of coverage provided by this endorsement, SECTION III – LIMITS OF INSURANCE is replaced by the following:

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Schedule above and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The "Physical Abuse, Sexual Misconduct or Sexual Molestation" Aggregate Limit is the most we will pay for all damages because or arising in any way out of "physical abuse, sexual misconduct or sexual molestation" to which this insurance applies.
3. Subject to the "Physical Abuse, Sexual Misconduct or Sexual Molestation" Aggregate Limit, the "Physical Abuse, Sexual Misconduct or Sexual Molestation" Each Incident Limit is the most we will pay for all damages sustained in any one "physical abuse, sexual misconduct or sexual molestation incident".
4. The Limits of Insurance of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. For the purpose of coverage provided by this endorsement, SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties in the Event of an Act, Error, Omission, Claim or "Suit", paragraph a. is replaced by the following:

2. Duties in the Event of an Act, Error, Incident, Omission, Claim or "Suit"

- a. You must see to it that we are notified as soon as practicable of a "physical abuse, sexual misconduct or sexual molestation incident" or an act, error, incident, omission, claim or "suit" which may result in a claim. Notice should include:
 - (1) How, when and where the "physical abuse, sexual misconduct or sexual molestation incident" or act, error or omission took place;
 - (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature of any injury arising out of the "physical abuse, sexual misconduct or sexual molestation incident" or act, error or omission.
- F. For the purpose of coverage provided by this endorsement, the following are added to **SECTION V – DEFINITIONS:**
1. "Injury" means
 - a. "Bodily injury";
 - b. Mental anguish or emotional distress;
 - c. Oral, written or electronic publication of material that slanders or libels a person or organization;
 - d. Oral, written or electronic publication of material that violates a person's right of privacy; or
 - e. Wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

caused by a "physical abuse, sexual misconduct or sexual molestation incident".
 2. "Physical abuse, sexual misconduct or sexual molestation" means actual or alleged physical abuse, sexual misconduct or sexual molestation arising out of a single, continuous or repeated exposure of one or more persons to acts of a physical abuse or sexual nature committed by:
 - a. One person; or
 - b. Two or more persons acting together or in related acts or series of acts.

However, "physical abuse, sexual misconduct or sexual molestation" does not include employment-related sexual harassment.
 3. "Physical abuse, sexual misconduct or sexual molestation incident" means an act or multiple, continuous, related or repeated acts of "physical abuse, sexual misconduct or sexual molestation" by one person or two or more persons acting together. All acts of "physical abuse, sexual misconduct or sexual molestation" by any one person, or two or more persons acting together will be deemed as one incident. The "physical abuse, sexual misconduct or sexual molestation incident" will be deemed to occur when the first "physical abuse, sexual misconduct or sexual molestation incident" takes place regardless of:
 - a. The number of persons injured;
 - b. The time period over which the "injury" took place;
 - c. The number of such acts; or
 - d. Whether each such person participated in each act.

All "physical abuse, sexual misconduct or sexual molestation incidents" by one person, or two or more persons acting together will be considered one "physical abuse, sexual misconduct or sexual molestation incident".

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

Client#: 485297

COMPREDUCA

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/20/2021

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PRODUCER: Marsh & McLennan Agency LLC, Marsh & McLennan Ins. Agency LLC, 1 Polaris Way #300, Aliso Viejo, CA 92656. CONTACT NAME: Nicole Crudup, PHONE: 949-544-8461, FAX: (A/C, No):, E-MAIL ADDRESS: occerts@marshmma.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Berkshire Hathaway Homestate Ins Co, NAIC #: 20044. INSURED: ACES 2020,LLC dba ACES, P.O. Box 33568, San Diego, CA 92163.

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liability, Excess Liability, and Workers Compensation and Employers' Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Waiver of Subrogation applies with respects to Workers Compensation per the attached endorsement.

CERTIFICATE HOLDER: Mt. Diablo Unified School District, 1936 Carlotta Drive, Wing D, Concord, CA 94519. 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: Nicole Crudup.

INSURED: ACES 2020,LLC dba ACES

POLICY#: ACWC242327

POLICY PERIOD: 08/02/2021

TO: 08/02/2022

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 99 04 10 C
(Ed. 01-19)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA
BLANKET BASIS**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

The additional premium for this endorsement shall be calculated by applying a factor of % to the total manual premium, with a minimum initial charge, then applying all other pricing factors for the policy to this calculated charge to derive the final cost of this endorsement.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket Waiver

Person/Organization

Blanket Waiver – Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

Job Description

All CA Operations

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)