Client#: 556477 **GATEWLEARN**

 $ACORD_{^{++}}$

POLICY OTHER

AUTOMOBILE LIABILITY

WORKERS COMPENSATION

- Claims Made

Liability), per the attached.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/16/2020

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	of such endorsement(s).	
PRODUCER	CONTACT Felicia McAroy	
Marsh & McLennan Agency LLC	PHONE (A/C, No, Ext): 925 482-9300 FAX (A/C, No): 925 4	82-9390
Marsh & McLennan Ins Agency LLC	E-MAIL ADDRESS: Felicia.McAroy@MarshMMA.com	
1340 Treat Blvd #250 Walnut Creek, CA 94597	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A : Philadelphia Indemnity Insurance Co.	18058
Gateway Learning Group, Inc. 1663 Mission St., Ste. 400	INSURER B : Redwood Fire and Casualty Insurance Co	11673
	INSURER C:	
	INSURER D:	
San Francisco, CA 94103-2485	INSURER E:	
	INSURER F:	
COVERAGES CERTIFICATE NUMBER:	REVISION NUMBER:	±
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVINDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF		

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. ADDL SUBR TYPE OF INSURANCE POLICY EFF POLICY EXP (MM/DD/YYYY) (MM/DD/YYYY) **POLICY NUMBER** COMMERCIAL GENERAL LIABILITY PHPK2030855 09/10/2019 09/10/2020 EACH OCCURRENCE X \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence X OCCUR \$1,000,000 CLAIMS-MADE MED EXP (Any one person) \$20,000 PERSONAL & ADV INJURY \$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: \$3,000,000 GENERAL AGGREGATE PRO-X LOC

BODILY INJURY (Per person) ANY AUTO \$ SCHEDULED OWNED AUTOS ONLY **BODILY INJURY (Per accident)** \$ AUTOS NON-OWNED PROPERTY DAMAGE HIRED AUTOS ONLY \$ **AUTOS ONLY** \$ X UMBRELLA LIAB 09/10/2019 09/10/2020 EACH OCCURRENCE X OCCUR PHUB691608 \$5,000,000 **EXCESS LIAB** CLAIMS-MADE AGGREGATE \$5,000,000 X RETENTION \$10,000

OTH-09/10/2019 09/10/2020 X PER STATUTE GAWC014973 AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? \$1,000,000 E.L. EACH ACCIDENT N/A N (Mandatory in NH) E.L. DISEASE - EA EMPLOYEE \$1,000,000 If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT | \$1,000,000 PHPK2030855 09/10/2019 09/10/2020 \$1,000,000 Ea. Incident **Professional Liab**

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Mt. Diablo Unified School District is included as Additional Insured (General Liability and Auto

PHPK2030855

CERTIFICATE HOLDER	CANCELLATION
Mt. Diablo Unified School District 1936 Carlotta Dr.	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Concord, CA 94519	AUTHORIZED REPRESENTATIVE
J	Minus Rugars

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\$3,000,000 Aggregate

PRODUCTS - COMP/OP AGG

09/10/2019 09/10/2020 COMBINED SINGLE LIMIT (Ea accident)

\$3,000,000

\$1,000,000

POLICY #: PHPK2030855

POLICY PERIOD: 09/10/2019

TO 09/10/2020

PI-GLD-HS (10/11)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY DELUXE ENDORSEMENT: HUMAN SERVICES

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 #
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	\$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	\$30,000 limit	2
Damage to Premises Rented to You	\$1,000,000	3
HIPAA	Clarification	4
Medical Payments	\$20,000	5
Medical Payments – Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments – Bail Bonds	\$5,000	5
Supplementary Payment – Loss of Earnings	\$1,000 per day	5
Employee Indemnification Defense Coverage	\$25,000	5
Key and Lock Replacement – Janitorial Services Client Coverage	\$10,000 limit	6
Additional Insured – Newly Acquired Time Period	Amended	6
Additional Insured – Medical Directors and Administrators	Included	7
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured – Broadened Named Insured	Included	7
Additional Insured – Funding Source	Included	7
Additional Insured – Home Care Providers	Included	7
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured – Lessor of Leased Equipment	Included	7
Additional Insured – Grantor of Permits	Included	8
Additional Insured – Vendor	Included	8
Additional Insured – Franchisor	Included	9
Additional Insured – When Required by Contract	Included	9
Additional Insured – Owners, Lessees, or Contractors	Included	9
Additional Insured – State or Political Subdivisions	Included	10

Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
Transfer of Rights of Recovery Against Others To Us	Clarification	10
Liberalization	Included	11
Bodily Injury – includes Mental Anguish	Included	11
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	11

A. Extended Property Damage

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SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph a. is deleted in its entirety 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.

B. Limited Rental Lease Agreement Contractual Liability

SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph b. Contractual Liability is amended to include the following:

(3) Based on the named insured's request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter's liability insurance of the client.

C. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph g. (2) is deleted in its entirety and replaced by the following:

- (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. Damage to Property You Own, Rent or Occupy

SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE

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LIABILITY, Subsection 2. Exclusions, Paragraph j. Damage to Property, Item (1) is deleted in its entirety and replaced with the following:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a \$30,000 limit. A client is defined as a person under your direct care and supervision.

E. Damage to Premises Rented to You

- 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; is deleted in its entirety and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in SECTION III – LIMITS OF INSURANCE.

 SECTION III – LIMITS OF INSURANCE, Paragraph 6. is deleted in its entirety and replaced by the following:

Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

c. SECTION V – DEFINITIONS, Paragraph 9.a., is deleted in its entirety and replaced by the following:

A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

 SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Subsection 4. Other Insurance, Paragraph b. Excess Insurance, (1) (a) (ii) is deleted in its entirety and replaced by the following:

That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

- a. \$1,000,000; or
- 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.

F. HIPAA

SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, is amended as follows:

Paragraph 1. Insuring Agreement is amended to include the following:

We will pay those sums that the insured becomes legally obligated to pay as damages because of a "violation(s)" of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any "suit," "investigation," or "civil proceeding" seeking these damages. However, we will have no duty to defend the insured against any "suit" seeking damages, "investigation," or "civil proceeding" to which this insurance does not apply.

Paragraph 2. Exclusions is amended to include the following additional exclusions:

This insurance does not apply to:

a. Intentional, Willful, or Deliberate Violations

Any willful, intentional, or deliberate "violation(s)" by any insured.

b. Criminal Acts

Any "violation" which results in any criminal penalties under the HIPAA.

c. Other Remedies

Any remedy other than monetary damages for penalties assessed.

d. Compliance Reviews or Audits

Any compliance reviews by the Department of Health and Human Services.

- SECTION V DEFINITIONS is amended to include the following additional definitions:
 - a. "Civil proceeding" means an action by the Department of Health and Human Services (HHS) arising out of "violations."
 - b. "Investigation" means an examination of an actual or alleged "violation(s)" by HHS. However, "investigation" does not include a Compliance Review.
 - "Violation" means the actual or alleged failure to comply with the regulations included in the HIPAA.

G. Medical Payments - Limit Increased to \$20,000, Extended Reporting Period

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

- The Medical Expense Limit is changed subject to all of the terms of SECTION III LIMITS OF INSURANCE to the greater of:
 - a. \$20,000; or
 - The Medical Expense Limit shown in the Declarations of this Coverage Part.
- SECTION I COVERAGE, COVERAGE C MEDICAL PAYMENTS, Subsection 1. Insuring Agreement, a. (3) (b) is deleted in its entirety and replaced by the following:
 - (b) The expenses are incurred and reported to us within three years of the date of the accident.

H. Athletic Activities

SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS, Subsection 2. Exclusions, Paragraph e. Athletic Activities is deleted in its entirety and replaced with the following:

e. Athletic Activities

To a person injured while taking part in athletics.

I. Supplementary Payments

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B are amended as follows:

- 1. b. is deleted in its entirety and replaced by the following:
- b. Up to \$5000 for cost of bail bonds required because of accidents or traffic law violations
 arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We
 do not have to furnish these.
- 1.d. is deleted in its entirety and replaced by the following:
- All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.
- J. Employee Indemnification Defense Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B the following is added:

We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding occurring in the course of employment.

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.

K. Key and Lock Replacement - Janitorial Services Client Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended to include the following:

We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a \$10,000 limit per occurrence and \$10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

- a. "Client" means an individual, company or organization with whom you have a written contract
 or work order for your services for a described premises and have billed for your services.
- b. "Employee" means:
 - (1) Any natural person:
 - (a) While in your service or for 30 days after termination of service;
 - (b) Who you compensate directly by salary, wages or commissions; and
 - (c) Who you have the right to direct and control while performing services for you; or
 - (2) Any natural person who is furnished temporarily to you:
 - (a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or
 - (b) To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you.

- (3) "Employee" does not mean:
 - (a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
 - (b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."
- "Manager" means a person serving in a directorial capacity for a limited liability company.

L. Additional Insureds

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

If coverage for newly acquired or formed organizations is not otherwise excluded from this

Coverage Part, Paragraph 3.a. is deleted in its entirely and replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.
- 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. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.
 - b. Managers and Supervisors Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your "employees" are also insureds for "bodily injury" to a co-"employee" while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

- 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:
 - 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.

- Home Care Providers At the first Named Insured's option, any person or organization
 under your direct supervision and control while providing for you private home respite or
 foster home care for the developmentally disabled.
- f. Managers, Landlords, 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 or rented 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; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.
- g. Lessor of Leased Equipment Automatic Status When Required in Lease Agreement With You – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- Grantors of Permits Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:
 - (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.
- i. Vendors 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, except when unpacked solely for the purpose of inspection, demonstration, testing, or the 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 the 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; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
 - (ii) 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.
- (2) This insurance 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.
- Franchisor Any person or organization with respect to their liability as the grantor of a franchise to you.
- k. As Required by Contract Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
- I. Owners, Lessees or Contractors Any person or organization, 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
 - (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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

- (a) 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
- (b) That portion of "your work" out of which the 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.

- m. State or Political Subdivisions Any state or political subdivision as required, subject to the following provisions:
 - (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
 - (2) This insurance does not apply to:
 - (a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."
- M. Duties in the Event of Occurrence, Claim or Suit

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. is amended as follows:

a, is amended to include:

This condition applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.
- b, is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.
- N. Unintentional Failure To Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations is amended to include the following:

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.

O. Transfer of Rights of Recovery Against Others To Us

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of

Recovery Against Others To Us is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

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.

P. Liberalization

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include the following:

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.

Q. Bodily Injury - Mental Anguish

SECTION V - DEFINITIONS, Paragraph 3. Is deleted in its entirety and replaced by the following:

"Bodily injury" means:

- Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.
- R. 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:

- SECTION V DEFINITIONS, Paragraph 14.b. is deleted in its entirety and replaced by the following:
 - Malicious prosecution or abuse of process;
- SECTION V DEFINITIONS, Paragraph 14. is amended by adding the following:

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;
- 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;

Page 11 of 12

- 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.



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

2885

Philadelphia Indemnity Insurance Company	345 California St. Suite 1300 San Francisco, CA 94104				
	(415) 574-8000				
NAMED INSURED: Gateway Learning Group, I	LC				
MAILING ADDRESS: 1663 Mission St Ste 400 San Francisco, CA 94103-2	485				
POLICY PERIOD: FROM09/10/2019 TO09/10/2020 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.					
	INSURANCE				
EACH OCCURRENCE LIMIT (LIABILITY COVERAGE) \$	5,000,000				
PERSONAL & ADVERTISING INJURY LIMIT \$	5,000,000 Any one person or organization				
PRODUCTS COMPLETED OPERATIONS AGGREGAT	E LIMIT \$5,000,000				
GENERAL AGGREGATE LIMIT (LIABILITY COVERAGE respect to Auto Liability and Products Completed Operat					
	ED LIMIT				
RETAINED LIMIT: \$10,0	000				

PREMIUM		
PREMIUM SUBTOTAL	\$	0 570 00
		9,570.00
STATE TAXES, FEES, SURCHARGES (if applicable)		t Applicable
PREMIUM TOTAL (including Taxes, Fees, Surcharges)	\$	9,570.00
ALIDIT DEDICO DE MOTADOLIO DE LO ANNUALIZA DE CIADENTE		
AUDIT PERIOD: 🛮 NOT APPLICABLE 🗀 ANNUALLY 🗀 SEMI-ANNUALLY 🗀 QUARTER	LY	LIMONTHLY
DESCRIPTION OF BUSINESS		
FORM OF BUSINESS: CORPORATION		
BUSINESS DESCRIPTION: Mental Health Umbrella		
ENDODOEMENTO ATTAQUED TO THIS DOLLOW		
ENDORSEMENTS ATTACHED TO THIS POLICY		
SEE ATTACHED SCHEDULE		

	SCHI	EDULE OF U	NDE	RLYING	INSURANCE		
Employers' Liability	У						
Company:							
Policy Number:							
Policy Period: _							
Minimum Applicable	Limits						
Bodily injury by a	accident		\$_			_ Each Accident	
Bodily injury by o	disease		\$_			Each Employee	
Bodily injury by o	disease		\$ _			Policy Limit	
Commercial Genera	-			☑ Occurr		☐ Claims-Made	
Company:	Philadelphia	Indemnity	Ins	urance	Company		
Policy Number:	PHPK2030855						
Policy Period:	09/10/2019	09/10/2	020				
Retroactive Date: N	ot Applicable						
Minimum Applicable	Limits:						
General Aggrega	ate		\$_		3,000,000	_	
Products-Comple	eted Operations A	ggregate	\$_		3,000,000	_	
Personal And Ad	dvertising Injury		\$		1,000,000	_	
Each Occurrence	е		\$ _		1,000,000	· -	
Commercial Auto L	_						
Company:	Philadelphia	Indemnity	Ins	urance	Company		
Policy Number:	PHPK2030855						
Policy Period: _	09/10/2019	09/10/20	020				
Minimum Applicable	Limits						
	ate Limit For Other	Than Autos	Φ.				
(if applicable)			\$_	Not	Applicable		ŀ
Each Accident			\$ _		1,000,000		
Professional Liabili	ity			□ Occurr	ence	☑ Claims-Made	
Company:	Philadelphia	Indemnity	Ins	urance	Company		
Policy Number:	PHPK2030855						
Policy Period: _	09/10/2019	09/10/20	020				
Retroactive Date: 09	7/10/2014	_					
Minimum Applicable	Limits						
Each Profess:	ional Incident	<u> </u>	_ \$ _		1,000,000		
Aggregate			_ \$ _		3,000,000	,	
							- 1

Employee Bene	fits Liability		ПΟ	ccurrence	☑ Claims-Made	
Company:	Philadelphia	Indemnity Ins	urance	Company		
Policy Number:	PHPK2030855					
Policy Period: _		09/10/2020				
Retroactive Date	: 02/04/2017					
Minimum Applica	able Limits					
Each Clair	n		\$	1,000,000	_	
Aggregate			\$	1,000,000	_	
Abuse or Moles	tation		ПО	ccurrence		- 1
	Philadelphia	Indemnity Ins			La Ciaims-Made	
Policy Number:		indeminitely into	41.00	company		
	09/10/2019	09/10/2020				
Retroactive Date			1-2			
Minimum Applica						
	ive Conduct		\$	1,000,000		
Aggregate			\$	3,000,000	-	
999			Ψ	2,000,000	-	
Directors & Offi	cers Liability			ccurrence	☐ Claims-Made	
Company:						
Policy Number:						
Policy Period: _						
Retroactive Date	:					
Minimum Applica	ble Limits					
		_	\$		_	
			\$		-	
Liquor Liability				ccurrence	□ Claims-Made	
Policy Number:						
Policy Period:						
	:					
Minimum Applica						
			\$			
			\$		-	
1			eti a		-	

President

Watercraft Liability		☐ Occurrence	☐ Claims-Made	
Company:				_
Policy Number:				_
Policy Period:				_
Retroactive Date:				
Minimum Applicable Limits				
	_ \$ _			
	_ \$ _			
Other Coverages Not Included in Above		□ Occurrence	☐ Claims-Made	
Company:				
Policy Number:				_
Policy Period:				_
Retroactive Date:				_
Minimum Applicable Limits				
	_ \$ _		<u></u>	
	_ \$ _			
THESE DECLARATIONS, TOGETHER WITH				GE
FORM(S) AND ANY ENDORSEMENT(S), COM	PLET	E THE ABOVE NUME	BERED POLICY.	
Countersigned:		Ву:		
(Date)		(Auth	norized Representative)	
IN WITNESS WHEREOF, we have cau				
required by state law, this policy shall not b	oe va	alid unless counters	igned by our authorized	
representative.				
- m-1		_		
- (C) - 1				
Robert	9	0 Sout		

Secretary