



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT
FOR PUBLIC ENTITIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION II – WHO IS AN INSURED is amended to include any public entity as an additional insured for whom you are performing operations when you and such person or organization have agreed in a written contract or written agreement that such public entity be added as an additional insured(s) on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

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

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

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

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

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

The limits of insurance applicable to the additional insured(s) are those specified in the written contract between you and the additional insured(s), or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

D. With respect to the insurance provided to the additional insured(s), **Condition 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary if you have agreed in a written contract or written agreement:

- (1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in c. below; or
- (2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph b. below.

b. Excess Insurance

This insurance is excess over:

1. Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE**.
 - (e) That is any other insurance available to an additional insured(s) under this Endorsement covering liability for damages arising out of the premises or operations, or products-completed operations, for which the additional insured(s) has been added as an additional insured by that other insurance.
- (1) When this insurance is excess, we will have no duty under Coverages A or B to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.
- (2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (3) We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Methods of Sharing

If all of the other insurance available to the additional insured(s) permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any other the other insurance available to the additional insured(s) does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.



A Head for Insurance. A Heart for Nonprofits.

NONPROFITS INSURANCE ALLIANCE OF CALIFORNIA (NIAC)

www.insurancefornonprofits.org

COMMERCIAL UMBRELLA POLICY DECLARATIONS

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

POLICY NUMBER: 2021-14018-UMB

RENEWAL OF NUMBER: 2020-14018-UMB-NPO

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

Item 2 POLICY PERIOD: FROM 8/15/2021 TO 8/15/2022
AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

BUSINESS DESCRIPTION: Development of 6-8th grade children with Asperger's Syndrome, Non-Verbal Learning Disorder

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

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

Item 4 **LIMITS OF INSURANCE:**

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

Aggregate limits:

e.	Commercial General Liability, Business Auto Liability, Products- Completed Operations Liability, Liquor Liability, and Employee Benefits Liability Aggregate (where applicable):	1,000,000
f.	Directors and Officers Liability Aggregate	Excluded
g.	Improper Sexual Conduct and Physical Abuse Liability Aggregate	Excluded
h.	Social Service Professional Liability Aggregate	1,000,000

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

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



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POLICY NUMBER: 2021-14018-UMB

RENEWAL OF NUMBER: 2020-14018-UMB-NPO

COUNTERSIGNED: 7/12/2021 BY

Handwritten signature of Pamela C. Q.

(AUTHORIZED REPRESENTATIVE)

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

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



SCHEDULE A - SCHEDULE OF UNDERLYING INSURANCE

POLICY NUMBER: 2021-14018-UMB

CONTROL NUMBER: 14018

NAME OF INSURED: Springstone School (The)

TYPE OF POLICY	APPLICABLE LIMITS	INSURER POLICY #	APPLICABLE PERIOD
(A) Automobile Liability Business Auto	Bodily Injury and Property Damage Combined Single Limit \$1,000,000 Uninsured/Underinsured Motorist N/A	NIAC 2021-14018	08/15/2021 to 08/15/2022
(Does not include: Terrorism Coverage - Certified Acts)			
(B) Commercial General Liability	Each Occurrence Limit \$1,000,000 General Aggregate Limit \$3,000,000 Products/Completed Operations Aggregate Limi \$3,000,000 Personal & Advertising Injury Limit \$1,000,000 Damage to Premises Rented to You N/A (any one premises)	NIAC 2021-14018	08/15/2021 to 08/15/2022
(Includes Terrorism Coverage - Certified Acts)			
(C) Social Service Professional Liability	Each Occurrence Limit \$1,000,000 Aggregate Limit \$3,000,000	NIAC 2021-14018	08/15/2021 to 08/15/2022
(Does not include: Terrorism Coverage - Certified Acts)			
(D) Standard Workers Compensation & Employers Liability	Coverage B - Employers Liability Bodily Injury by Accident N/A Bodily Injury by Disease N/A Bodily Injury by Disease N/A	Each Accident Each Employee Policy Limit	
(E) Improper Sexual Conduct and Physical Abuse	Each Occurrence Limit N/A General Aggregate Limit N/A		
(F) Directors' And Officers'	Each Wrongful Act Limit N/A Aggregate Limit N/A		
(G) Liquor Liability	Each Common Cause Limit \$1,000,000 Aggregate Limit \$1,000,000	NIAC 2021-14018	08/15/2021 to 08/15/2022
(Includes Terrorism Coverage - Certified Acts)			
(H) Employee Benefits Liability	Each Employee \$1,000,000 Aggregate Limit \$3,000,000	NIAC 2021-14018	08/15/2021 to 08/15/2022
(Includes Terrorism Coverage - Certified Acts)			



P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 09-13-2021

GROUP:
POLICY NUMBER: **9305271-2021**
CERTIFICATE ID: **1**
CERTIFICATE EXPIRES: **09-01-2022**
09-01-2021/09-01-2022

MT. DIABLO SCHOOL DISTRICT

1936 CARLOTTA DR
CONCORD CA 94519-1358

NA

JOB:TIFFANY JONES
1936 CARLOTTA DRIVE
CONCORD
CA 94510

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

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

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

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

Authorized Representative

President and CEO

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

EMPLOYER

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

[P18,HO]