

**MT. DIABLO UNIFIED SCHOOL DISTRICT**  
 1936 Carlotta Drive  
 Concord, CA 94519

**AGREEMENT BETWEEN  
 MT. DIABLO UNIFIED SCHOOL DISTRICT  
 AND INDEPENDENT CONTRACTOR**

THIS AGREEMENT is made this 5th day of August, 2021, by and between the Mt. Diablo Unified School District (hereinafter "District") and Sheila Hill (hereinafter "Contractor").

District hereby engages Contractor to render services under the terms and conditions of this Agreement.

1. Performance of Services

(a) Contractor agrees to perform the services described on Exhibit "A" (hereinafter "Services") on page 5 of this Agreement as an independent contractor. Contractor will determine the means, manner, method, and details of performing the Services. Contractor shall be responsible for providing the materials, tools and transportation necessary for the performance of the services. Contractor may, at Contractor's own expense, use non-District employees to perform the Services under this Agreement. Subcontractors may be used only with the written approval of the District.

(b) Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of the District. Contractor shall be solely responsible for the professional performance of the services, and shall receive no assistance, direction, or control from District. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.

2. Compensation. District agrees to compensate Contractor for the performance of the services on the following basis:

Not to exceed \$ 35,029.00 for Services.

The basis of the fee for Services shall be as follows:

a. \$ \_\_\_\_\_ per hour,      b. \$ \_\_\_\_\_ per day, or      c. \$ 35,029.00 per engagement.

01 - 9010 - 1110 - 1000 - 39350 - 000 - 140 - 140 - 5800 \$ 3,000.00

01 - 3212 - 1110 - 1000 - 32120 - 000 - 500 - 002 - 5800 \$ 16,315.00

01 - 5810 - 1110 - 1000 - 31610 - 000 - 500 - 004 - 5800 \$ 700.00

01 9010 1110 1000 BUDGET CODE(S) 36240 000 134 134 5800 15,014.00

**Check One:**

Partial Payments: Contractor shall invoice District on a monthly basis or as agreed to for all hours worked pursuant to this Agreement.

Partial Payments: District shall make a payment per schedule detailed in Exhibit A. District Administrator will verify invoice indicating that all required services have been performed by each timeline.

Payment in Full: Contractor shall invoice District on completion of services. District Administrator will verify invoice indicating that all required services have been performed.

Contractor shall be responsible for all expenses incurred in association with the performance of the Services.

3. Term and Termination. This Agreement will become effective on 08/18/2021. This Agreement will terminate upon the completion of the Services or when terminated as set forth below.

Either party may terminate this Agreement at any time by giving thirty (30) days written notice to the other party. Should either party default in the performance of this Agreement or materially breach any of its provisions, the non-breaching party may terminate this Agreement by giving written notice to the breaching

party. Termination shall be effective immediately on receipt of said notice. Upon termination of this Agreement, District will compensate Contractor only for services satisfactorily rendered to the date of termination.

4. Relationship of the Parties. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. Under no circumstances shall Contractor be considered an employee of District within the meaning of any federal, state, or local law or regulation including, but not limited to, laws or regulations governing unemployment insurance, old age benefits, workers' compensation, industrial illness or accident coverage, taxes, or labor and employment in general. Under no circumstances shall Contractor look to District as his/her employer, or as a partner, agent, or principal. Contractor shall not be entitled to any benefits accorded to District's employees, including, without limitation, workers' compensation, disability insurance, vacation, or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in the Contractor's name, disability, workers' compensation or other insurance, as well as licenses and permits usual or necessary for conducting the Services hereunder.

Contractor shall pay, when and as due, any and all local, state and federal income or other taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide District with proof of said payments upon demand.

5. Fingerprinting and Criminal Records Check of Contractor's Employees. Contractor shall comply with the provisions of California Education Code §45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the contractor and/or its employees. To the extent Education Code §45125.1 is applicable, Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the governing board of the District that such employee has not been convicted of a felony, as defined in Education Code §45125.1. Contractor shall provide the certification document attached hereto as **Exhibit** \_\_\_\_ prior to commencing work under this Agreement.

6. Rules and Regulations. All rules, policies, and regulations of the Mt. Diablo Unified School District Board of Education and all federal, state, and local laws, ordinances and regulations are to be observed strictly by Contractor pursuant to this Agreement.

7. Indemnification. Contractor shall hold harmless, defend and indemnify District and its officers, elected and appointed officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the District.

8. Insurance. Contractor shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit (with aggregate limit no less than **\$4,000,000**). **EXCEPTION:** Contracts of less than \$7,500 need only provide general liability insurance of \$1,000,000 per occurrence.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Other Coverages When Applicable:**

- a. **Professional Liability/Errors & Omissions Liability:** \$1,000,000/occurrence, \$2,000,000/aggregate.
- b. **Sexual Abuse and Molestation Coverage:**
- c. **Cyber Insurance:**
- d. **Other:**

If the contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the contractor.

The insurance policies are to contain, or be endorsed to contain, the following provisions:

**Additional Insured Status**

The District, its officers, officials, employees, and volunteers are to be named as additional insured by endorsement to the Commercial General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations.

**Primary Coverage**

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

**Notice of Cancellation**

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

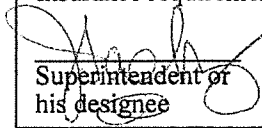
**INSURANCE REQUIREMENTS**


No waiver will be granted to eliminate the insurance requirements outlined in this contract. However, in special circumstances, certain insurance requirements may be modified or waived. The following items in Insurance, Section 8, are hereby waived or modified as follows (note, a waiver for one type of insurance does not constitute waiver for all):

Limits: Waive auto insurance and reduce Liability Insurance from 2M to 1M per occurrence.

Other: Reduce general aggregate from 4M to 2M.

The initials of the Superintendent, or his/her designee, and the General Counsel, are **required** to waive or modify any Insurance requirements in this Agreement:

  
Superintendent or  
his designee

  
General Counsel

- 9. **Ownership of Designs and Plans.** Contractor agrees that all designs, plans, reports, specifications, drawings, schematics, prototypes, models, inventions and all other information and items made during the course of this Agreement and arising from the Services shall be owned by and assigned to District as its sole and exclusive property.
- 10. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
- 11. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and either personally delivered or deposited in the United States mail,

registered or certified mail, postage prepaid, return receipt required, or sent by telegram, overnight delivery service, or facsimile transmission, addressed as follows:

DISTRICT

Mt. Diablo Unified School District  
1936 Carlotta Drive  
Concord, CA 94519-1397  
Attn: Superintendent

CONTRACTOR

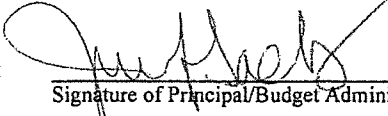
Bus. Name: Sheila Hill  
Attn: \_\_\_\_\_  
Address: 1255 Traud Drive  
Concord, CA 94518  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email sheilahill65@gmail.com  
Tax ID #: 559-17-8937

Any notice personally given or sent by telegram or facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

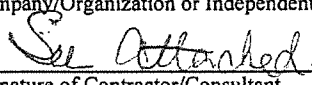
- 12. Entire Agreement of Parties. This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties.
- 13. California Law. This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Contra Costa County, California.
- 14. Attorneys' Fees. If either party files any action or brings any proceedings against the other arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit as awarded by a court of competent jurisdiction, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to its costs or attorneys' fees.
- 15. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 16. Equal Employment Opportunity. It is the policy of the District that, in connection with all work performed under District agreements, there shall be no discrimination against any employee or applicant for employment because of race, color, religious creed, national origin, ancestry, marital status, sex, sexual orientation, age, disability or medical condition and therefore the Contractor agrees to comply with applicable federal and state laws. In addition, the Contractor agrees to require like compliance by all subcontractors employed on the work.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

MT. DIABLO UNIFIED SCHOOL DISTRICT

By:   
Signature of Principal/Budget Administrator Date  
Title: Jennifer Sachs, Chief of Ed. Services  
Print Name and Title

Sheila Hill, Contractor

Name of Company/Organization or Independent Contractor/Consultant  
By:   
Signature of Contractor/Consultant Date  
Title: Sheila Hill, Contractor  
Print Name and Title

registered or certified mail, postage prepaid, return receipt required, or sent by telegram, overnight delivery service, or facsimile transmission, addressed as follows:

DISTRICT

Mt. Diablo Unified School District  
1936 Carlotta Drive  
Concord, CA 94519-1397  
Attn: Superintendent

CONTRACTOR

Bus. Name: Sheila Hill  
Attn: \_\_\_\_\_  
Address: 1255 Traud Drive  
Concord, CA 94518  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: sheilahill65@gmail.com  
Tax ID #: 559-17-8937

Any notice personally given or sent by telegram or facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

- 12. Entire Agreement of Parties. This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties.
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- 15. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 16. Equal Employment Opportunity. It is the policy of the District that, in connection with all work performed under District agreements, there shall be no discrimination against any employee or applicant for employment because of race, color, religious creed, national origin, ancestry, marital status, sex, sexual orientation, age, disability or medical condition and therefore the Contractor agrees to comply with applicable federal and state laws. In addition, the Contractor agrees to require like compliance by all subcontractors employed on the work.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

MT. DIABLO UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_  
Signature of Principal/Budget Administrator Date  
Title: Jennifer Sachs, Chief of Ed. Services  
Print Name and Title

Sheila Hill, Contractor  
Name of Company/Organization or Independent Contractor/Consultant  
By: Sheila Hill 8/5/21  
Signature of Contractor/Consultant Date  
Title: Sheila Hill, Contractor  
Print Name and Title

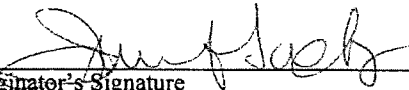
Purchase Requisition # R124553

Authorized and Approved by:

  
\_\_\_\_\_  
Superintendent/Designee

8/16/21  
\_\_\_\_\_  
Date

**Prior to commencement of service, sign and forward completed original contract packet to Purchasing.**

  
\_\_\_\_\_  
Originator's Signature

8/9/21  
\_\_\_\_\_  
Date

Educational Services

\_\_\_\_\_  
Site/Department Originating this Contract

Jennifer Sachs, Chief of Educational Services

\_\_\_\_\_  
Print Name of Originator and Title

Billing Address if reimbursed by outside agency—i.e. ASB, PTA, PFC

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

<i>Distribution</i>
<i>original: Purchasing with Purchase Order</i>
<i>copy: Contractor</i>
<i>copy: Accounts Payable/Fiscal</i>
<i>copy: Originator/Budget Administrator</i>

# EXHIBIT “A”

## LIST OF SERVICES, INCLUDING DATE(S), TO BE PERFORMED BY CONTRACTOR

IF PARTIAL PAYMENTS ARE TO BE MADE TO CONTRACTOR ON A SCHEDULE AS INDICATED ON PAGE 1, PLEASE LIST PAYMENT SCHEDULE HERE (NOTE THAT ALL PAYMENTS ARE GENERATED FROM AN INVOICE).

Contractor will provide garden education and maintenance services for the 2021-2022 school year. Contractor will collaborate with teachers, principal, administration, ASP CARES program, MDUSD Garden Education Project Director, Garden Educators, and others to provide garden and wellness education as part of the MDUSD Farm to School/Garden Education Program.

Specific duties include:

- \*Maintain and improve the school garden at Gregory Gardens and collaborate with ASP CARES on the school garden maintenance and improvements at Fair Oaks Elementary.
- \*Provide Garden, Cooking and Nutrition Education to students while demonstrating outdoor and experiential education for teachers.
- \*Work together with MDUSD Garden Education Project Director and other MDUSD Garden Educators and MDUSD teachers to produce garden and wellness curriculum that is integrated and correlated with Next Generation Science Standards, Common Core State Standards, Career Technical Education Standards, and other MDUSD curricular and wellness standards, in alignment with the goals of the MDUSD Garden Education program.
- \*Prepare and maintain the school gardens in a way that enhances student educational around a variety of topics including science, health & wellness, and other curricular topics.
- \*Attend professional development, staff meetings and trainings as agreed to with the Project Director and Principals.
- \*Provide services in coordination with the Memo of Understanding between Sage Garden Project and Fair Oaks Elementary in support of the Sage Garden Project grant.
- \*Work to building community partnerships and solicit donations.

The following shall supersede the language in Clause 9: As part of this agreement, MDUSD has nonexclusive license to use all curriculum and training materials developed for this program by the Contractor in perpetuity for nonprofit, educational purposes within MDUSD. MDUSD may make, at District expense, as many copies of units or parts thereof as needed for normal classroom training, and administrative use within MDUSD.

Contractor shall retain the exclusive copyright of all curriculum developed by Contractor and shall retain the right to sell identical or similar curriculum to other parties. No portion of the curriculum may be sold by or otherwise provide profit to MDUSD. In addition, MDUSD may not give, donate, or share this curriculum with any person or organization outside MDUSD without approval by Contractor.

### EXHIBIT "B" Contractor *REQUIRED* to Complete FINGERPRINTING AND CRIMINAL BACKGROUND CHECK CERTIFICATION

Name of Contractor:		Sheila Hill
Services to be performed under the Agreement:		Garden Education Program
School(s) and Specific Location(s) where services will be performed:		Gregory Gardens and Fair Oaks Elementary Schools
Term of Agreement:		August 5, 2021 through June 30, 2022
<b><i>Check the applicable box(es) and fill in any blanks.</i></b>		
1	<input checked="" type="checkbox"/>	The Contractor hereby certifies that it has completed the criminal background check requirements of Education Code (EC) section 45125.1 and that none of its employees that may come into contact with District students have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c). The following employees have successfully completed fingerprinting and criminal check clearance in accordance to law: (attach and sign additional pages, as needed)
2	<input type="checkbox"/>	The Contractor hereby certifies that its employees/subcontractors will have <b>NO CONTACT</b> with pupils. (No school-site services will be provided.)
3	<input type="checkbox"/>	The Contractor hereby certifies it qualifies for a waiver of the Department of Justice (DOJ) fingerprint and criminal background investigation for the following reason: Contractor and its employees/subcontractors will have <b>LIMITED CONTACT</b> with pupils. (Attach and sign additional page(s) with information about length of time on school grounds, proximity of work area to pupil areas; whether Contractor/its employees will be working by themselves or with others, whether Contractor will be under continued monitoring/surveillance by a District employee (provide name and title of District employee) and any other factors that substantiate limited contact.) [EC 45125.1 (c)]

Certification by Contractor

"I certify under penalty of perjury that the information provided herein is true and accurate. I further acknowledge that during the term of my Agreement with the District, if I learn of additional information which differs from the responses provided above, I promise to forward this additional information to the District immediately."

  
 \_\_\_\_\_  
 Authorized Contractor Signature

**Sheila Hill**  
 \_\_\_\_\_  
 Print Name                                      Date



**EXHIBIT "B"**  
**Contractor *REQUIRED* to Complete**  
**FINGERPRINTING AND CRIMINAL BACKGROUND CHECK**  
**CERTIFICATION**

Name of Contractor:	Sheila Hill
Services to be performed under the Agreement:	Garden Education Program
School(s) and Specific Location(s) where services will be performed:	Gregory Gardens and Fair Oaks Elementary Schools
Term of Agreement:	August 5, 2021 through June 30, 2022

*Check the applicable box(es) and fill in any blanks.*

1	<input checked="" type="checkbox"/>	The Contractor hereby certifies that it has completed the criminal background check requirements of Education Code (EC) section 45125.1 and that none of its employees that may come into contact with District students have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c). The following employees have successfully completed fingerprinting and criminal check clearance in accordance to law: (attach and sign additional pages, as needed)
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 \_\_\_\_\_  
 Authorized Contractor Signature

**Sheila Hill**

Print Name \_\_\_\_\_ Date \_\_\_\_\_

K124553



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/01/2021

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).

<b>PRODUCER</b> <b>State Farm</b>  BEN SAMRICK 1511 TREAT BLVD STE 300 WALNUT CREEK, CA 94598	<b>CONTACT NAME:</b> JEANELLE OGO <b>PHONE (A/C No, Ext):</b> 9256271867 <b>FAX (A/C, No):</b> 9256271887 <b>E-MAIL ADDRESS:</b> JEANELLE.OGO.E4RL@STATEFARM.COM																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>State Farm General Insurance Company</td> <td>25151</td> </tr> <tr> <td>INSURER B:</td> <td>State Farm Mutual Automobile Insurance Company</td> <td>25178</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	State Farm General Insurance Company	25151	INSURER B:	State Farm Mutual Automobile Insurance Company	25178	INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURER B:	State Farm Mutual Automobile Insurance Company	25178																			
INSURER C:																					
INSURER D:																					
INSURER E:																					
INSURER F:																					
<b>INSURED</b> SHEILA A. HILL 1255 TRAUD DR CONCORD CA 94518-3942																					

**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	97-C1-A2354	10/01/2021	10/01/2022	EACH OCCURRENCE    \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence)    \$ 300,000 MED EXP (Any one person)    \$ 5,000 PERSONAL & ADV INJURY    \$ GENERAL AGGREGATE    \$ 2,000,000 PRODUCTS - COMP/OP AGG    \$ 2,000,000 \$
<input checked="" type="checkbox"/>	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>	Y	Y	187 4704-A11-05B	07/11/2021	01/11/2022	COMBINED SINGLE LIMIT (Ea accident)    \$ BODILY INJURY (Per person)    \$ 250,000 BODILY INJURY (Per accident)    \$ 500,000 PROPERTY DAMAGE (Per accident)    \$ 100,000 \$
<input checked="" type="checkbox"/>	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION S			57-BV-R573-6	09/12/2021	09/12/2022	EACH OCCURRENCE    \$ 1,000,000 AGGREGATE    \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE    OTH-ER E.L. EACH ACCIDENT    \$ E.L. DISEASE - EA EMPLOYEE    \$ E.L. DISEASE - POLICY LIMIT    \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 MT DIABLO UNIFIED SCHOOL DISTRICT is named additional insured with respect to liability arising out of work or operations performed by Consultant/Named Insured.

**CERTIFICATE HOLDER**                      **CANCELLATION**

Mt Diablo Unified School District 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 
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Box 553925  
McMURRY, TX 75085-3925

R124553

**Named insured**

AT2 001054 3125 M-02-6029-FA80 F N  
HILL, SHEILA A  
1255 TRAUD DR  
CONCORD CA 94518-3942

<b>Policy Number</b>	97-EC-N552-6	
<b>Policy Period</b>	<b>Effective Date</b>	<b>Expiration Date</b>
12 Months	OCT 1 2021	OCT 1 2022
The policy period begins and ends at 12:01 am standard time at the premises location.		

**Agent and Mailing Address**  
BEN SAMRICK CLU  
1511 TREAT BLVD STE 300  
WALNUT CREEK CA 94598-1030

PHONE: (925) 627-1867  
(510) 595-8110



**Businessowners Policy**

**Automatic Renewal** - If the **policy period** is shown as **12 months**, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

Entity: Individual

NOTICE: Information concerning changes in your policy language is included. Please call your agent if you have any questions.

POLICY PREMIUM \$ 458.00

Discounts Applied:  
Renewal Year

Prepared  
JUL 19 2021  
CMP-4000

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005327 294 I  
N

K124553

RENEWAL DECLARATIONS (CONTINUED)

Policy for HILL, SHEILA A  
97-EC-N552-6

Coverage M - Medical Expenses (Any One Person)

\$5,000

Damage To Premises Rented To You

\$300,000

**AGGREGATE LIMITS**

**LIMIT OF INSURANCE**

Products/Completed Operations Aggregate

\$4,000,000

General Aggregate

\$4,000,000

Each paid claim for Liability Coverage reduces the amount of insurance we provide during the applicable annual period. Please refer to Section II - Liability in the Coverage Form and any attached endorsements.

Your policy consists of these Declarations, the BUSINESSOWNERS COVERAGE FORM shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

**FORMS AND ENDORSEMENTS**

- CMP-4101 Businessowners Coverage Form
- FE-6999.3 \*Terrorism Insurance Cov Notice
- CMP-4260.1 Amendatory Endorsement-CA
- CMP-4261 Amendatory Endorsement
- CMP-4705.2 Loss of Income & Extra Expense
- CMP-4709 Money and Securities
- CMP-4860.1 AI Design Person Org
- FD-6007 Inland Marine Attach Dec
- \* New Form Attached

**SCHEDULE OF ADDITIONAL INTERESTS**

Interest Type: Addl Insured-Section II  
Endorsement #: CMP48601  
Loan Number: N/A

MT DIABLO UNIFIED SCHOOL  
DISTRICT  
1936 CARLOTTA DR  
CONCORD CA 945191358

Prepared  
JUL 19 2021  
CMP-4000

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