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Fiscal Services

**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 17th day of December, by and between the Mt. Diablo Unified School District (hereinafter "District") and Learning for Living (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 4 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 \$ 13,600.00 for Services 273 - 3141 - 10 - 5800 \$ 13,600.00

The basis of the fee for Services shall be as follow \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ \$ \_\_\_\_\_

- a. \$ \_\_\_\_\_ per hour, \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ \$ \_\_\_\_\_
- b. \$ \_\_\_\_\_ per day, or **BUDGET CODE(S)**
- c. \$ 13,600.00 per engagement.

**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 September 14-18, 2015. 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.

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. **EXCEPTION:** Contracts of less than \$5,000 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. **Professional Liability/Errors & Omissions Liability,** if applicable: \$1,000,000 per occurrence.

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.

Purchase Requisition # R83402

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:

Limits: \_\_\_\_\_

Other: \_\_\_\_\_

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

\_\_\_\_\_  
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. 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

CONTRACTOR

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

Name: Learning for Living  
Attn: \_\_\_\_\_  
Address: P.O.Box 657  
Auburn, Ca. 95604  
Phone: 800-874-1100  
Fax: \_\_\_\_\_  
Tax ID #: 20-1038575


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.

- 11. 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.
- 12. 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.
- 13. 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.
- 14. 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.

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: Lisa Murphy Oates, Equity Administrator  
 Print Name and Title

Learning for Living  
 Name of Company/Organization or Independent Contractor/Consultant


By: See Attached  
 Signature of Contractor/Consultant Date

Title: \_\_\_\_\_  
 Print Name and Title

Authorized and Approved by:

 1/16/15  
 Superintendent or Designee Date

**Prior to commencement of service, sign and forward completed original contract to Fiscal Services.**

  
 Originator's Signature Date

Lisa Murphy Oates, Equity Administrator  
 Print Name of Originator and Title

Equity Department  
 Site/Department Originating this Contract

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

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

<i>Distribution</i>	
<i>original:</i>	<i>Fiscal Services for payment</i>
<i>copy:</i>	<i>Contractor</i>
<i>copy:</i>	<i>Originator/Budget Administrator</i>

Purchase Requisition # R83402

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- 14. 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.

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MT. DIABLO UNIFIED SCHOOL DISTRICT

Learning for Living  
Name of Company/Organization or Independent Contractor/Consultant

By: \_\_\_\_\_  
Signature of Principal/Budget Administrator Date

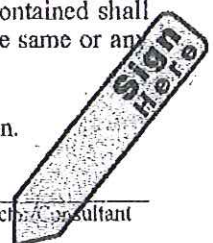
By: Laurie Boyte 12-18-14  
Signature of Contractor/Consultant Date

Title: Lisa Murphy Oates, Equity Administrator  
Print Name and Title

Title: Laurie Boyte, President  
Print Name and Title

Authorized and Approved by:

[Signature] 1/16/15  
Superintendent or Designee Date



Prior to commencement of service, sign and forward completed original contract to Fiscal Services.

\_\_\_\_\_  
Originator's Signature Date  
Lisa Murphy Oates, Equity Administrator  
Print Name of Originator and Title

Equity Department  
Site/Department Originating this Contract

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

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

Distribution  
original: Fiscal Services for payment  
copy: Contractor  
copy: Originator/Budget Administrator

## **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**

Presentation Information:

Dean Whellams will present at Riverview Middle School the following workshop:

Middle Level Student Breaking Down the Walls Program: Sept. 14-18, 2015

Breaking Down the Walls is a comprehensive program designed to unify, empower, and engage every student to create a positive and supportive campus climate. Groundbreaking techniques help open doors and reveal truths that immediately stimulate self-reflection and community-building. Students learn to interact with a cross-section of their peers, and find that they do not live in isolation, rather, within a community that depends on each of its members to thrive. Students work side by side, learn from one another, and become active participants in the positive development of their campus.

BDTW subject matter and activities have been created to serve a broad vision for positive, healthy campus climate. For one campus, BDTW can serve as a violence prevention program, teaching students crucial communication and listening skills to help navigate times of question or conflict. For another campus, BDTW may serve as a leadership program, empowering leaders from different peer groups to engage and create a school climate that is inclusive, safe, and supportive.

Below is the flow of the program:

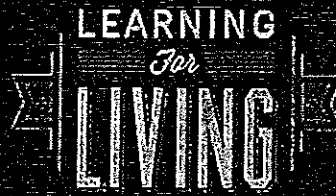
Day One

The program starts on the morning of day 1 with an assembly for all 6-8th graders. This sets the tone. Following the assembly is a 2.5 hour workshop for 75 students.

Day Two-Five

On days two-five we facilitate two 2.5 hr workshops with 75 students each. The workshop can be specific to grade level, or if there are only two grade levels at the school, it's a mix of students. Each day, an additional 150 students go through the workshop.





PO BOX 857 - AUBURN, CA 95804 - P: 800-874-1100 - E: ASKPHIL@LEARNINGFORLIVING.COM

December 13, 2014

Laura Hallberg  
Riverview Middle School  
205 Pacifica Avenue  
Bay Point, CA 94565

Hello Laura,

Dean Whellams is really excited about the privilege of working with Riverview Middle School on **Monday, September 14 - Friday, September 18, 2015**. He is looking forward to an outstanding event and appreciates all you have done to make it possible to present *Breaking Down the Walls - Middle Level* for your organization.

Attached you will find a copy of our agreement. We ask that you sign one and return it to our office as soon as possible. You can fax it back to 530.653.2049 or scan it to Julie@learningforliving.com. Please fill in any missing blanks (i.e. times and directions). I have attached an invoice for your billing purposes and asked for a deposit to be returned with the signed contract. Please fax or email a copy of the Purchase Order to the above number. Checks are to be made payable to **Learning for Living, Inc.** and sent to our office before the day of the presentation.

We have included all travel expenses in the original contract and no expenses will be billed later. We have based our travel expenses on the part of the country the presentation is in and the speaker who is doing the program. We hope this makes it easier to put a budget together as well as obtain PO's and/or grants.

Dean will call before the presentation to discuss the details of the day. If we can provide you with any further information in the meantime, please feel free to call. You may contact us directly at 800.874.1100.

Sincerely,

Julie Vincent

Attach.



# Agreement for the Services of Learning for Living, Inc.

SPONSOR: Riverview Middle School  
CONTACT: Laura Hallberg  
SCHOOL PHONE: (925) 682-8000, ext. 5207  
EMAIL: hallbergl@mdusd.org  
CELL PHONE:

ADDRESS: 205 Pacifica Avenue  
CITY, STATE, ZIP: Bay Point, CA 94565  
ALT CONTACT: Louise Neville, (925) 682-8000, ext. 6219  
ALT EMAIL: nevillel@mdusd.org

## PRESENTATION INFORMATION

SPEAKER: Dean Whellams  
Learning for Living's Federal ID # 20-1038575

DATE(S) AND DAY(S): Monday, September 14 - Friday, September 18, 2015

PROGRAM NAME: *Breaking Down the Walls - Middle Level*

PROGRAM LENGTH: 1 hour for assembly / 2.5 hours for workshops

ARRIVAL TIME: TBD COMPLETION TIME: TBD

AUDIENCE: 350 per assembly / 75 students per workshop

DETAILS: Dean will present two assemblies on Monday AM, followed by a 2.5 hours workshop for 75 students in PM; Tuesday - Friday Dean will present two 2.5 hours workshops for 75 students each - one in AM and one in PM.

## FINANCIAL AGREEMENT

\* Speaker's fee is \$13600.00 and is to be paid on the day of presentation. Checks are to be made payable to Learning for Living, Inc. An invoice is included with this contract. All fees in US funds only.

\* A deposit of \$1500.00, or a Purchase Order is requested to hold this date. If final payment cannot be made on the day of the presentation, speaker's fee will be \$14960.00.

\* Speaker's fee is all inclusive, including all fees and expenses.

## ADDITIONAL TERMS AND CONDITIONS

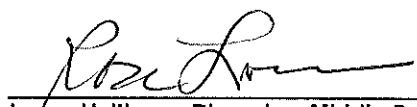
\* In the event of a cancellation, four weeks notice will be needed. If this is not possible, there will be a 50% cancellation fee of speaker's honorarium. If, through events beyond the control of the speaker, the speaker is unable to appear, Learning for Living, Inc. will arrange to send a suitable and qualified speaker as a replacement, reschedule the engagement, or refund the deposit.

\* Please provide a wireless microphone, and a quality sound system. Dean Whellams will also need a six foot table.

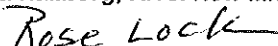
## THE ABOVE INFORMATION IS AGREED TO AND ACCEPTED BY:

Julie Vincent, Learning for Living, Inc.

Date

  
Laura Hallberg, Riverview Middle School

Date

  
Rose Lock

5/5/15



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/06/2014

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 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> Frank R. Lewis-State Farm Insurance 185 Linden ave Auburn, Ca. 95603	<b>CONTACT NAME:</b> Frank R. Lewis <b>PHONE (A/C, No., Ext.):</b> 530-823-5330 <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No.):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  LEARNING FOR LIVING INC PO BOX 657 AUBURN CA 95604-0657	<b>INSURER A:</b> State Farm General Insurance Company	<b>NAIC #</b> 25151
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

### 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 SUBR INSD WYVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	90-B6-A837-1 G	05/05/2014	05/05/2015	EACH OCCURRENCE	\$ 2,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 2,000,000
						GENERAL AGGREGATE	\$ 4,000,000
						PRODUCTS - COMPOP AGG	\$ 4,000,000
							\$
	AUTOMOBILE LIABILITY  <input type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS					COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in N/A) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE	OTHER
						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)  
Certificate holder also listed as additional insured

### CERTIFICATE HOLDER

### CANCELLATION

Mt. Diablo Unified School District  
1936 Carlotta Dr  
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

Digitally signed by Pam Phillips  
DN: cn=Pam Phillips, o, ou, email=pam@franklewis.com, c=US  
Date: 2014.05.06 13:10:24 -07'00'




# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/08/2015

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.

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<b>PRODUCER</b>  <b>State Farm</b>  Frank R. Lewis-State Farm Ins. 185 Linden Ave. Auburn, CA 95603	<b>CONTACT NAME:</b> Frank R. Lewis <b>PHONE (A/C, No, Ext):</b> (530)823-5330 <b>FAX (A/C, No):</b> (530)823-6250 <b>E-MAIL ADDRESS:</b>																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td colspan="2">INSURER A: State Farm General Insurance Company</td> <td>25151</td> </tr> <tr> <td colspan="2">INSURER B:</td> <td></td> </tr> <tr> <td colspan="2">INSURER C:</td> <td></td> </tr> <tr> <td colspan="2">INSURER D:</td> <td></td> </tr> <tr> <td colspan="2">INSURER E:</td> <td></td> </tr> <tr> <td colspan="2">INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: State Farm General Insurance Company		25151	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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### COVERAGES

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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	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <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		90-B6-H985-1	06/05/2015	06/06/2016	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
	AUTOMOBILE LIABILITY  <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTHER
							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)

### CERTIFICATE HOLDER

### CANCELLATION

MT DIABLO UNIFIED SCHOOL DISTRICT  
C/O GLAVES, STACIE  
1936 CARLOTTA DR  
CONCORD CA 94519-1358

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

Marianne Bruns

Digitally signed by Marianne Bruns  
DN: cn=Marianne Bruns, o=us  
email=Marianne.Brunsb@statefarm.com, c=US  
Date: 2015.04.08 14:25:55 -0700



## DECLARATIONS (CONTINUED)

Office Policy for LEARNING FOR LIVING INC  
 Policy Number 90-B6-H985-1

**SECTION II - LIABILITY**

COVERAGE	LIMIT OF INSURANCE
Coverage L - Business Liability	\$2,000,000
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
CMP-4819.1	*Unauthorized Business Card Use
CMP-4705.1	*Loss of Income & Extra Expense
CMP-4710	*Employee Dishonesty
CMP-4704	*Dependent Prop Loss of Income
CMP-4698	*Back-Up of Sewer or Drain
CMP-4709	*Money and Securities
CMP-4703	*Utility Interruption Loss Incm
FE-6999.2	*Terrorism Insurance Cov Notice
CMP-4713.1	*Excl Testing Consulting E&O
CMP-4839	*Loss Payable
CMP-4786.1	*Addl Insd Owners Lessee Sched
FD-6007	*Inland Marine Attach Dec

Prepared  
 MAR 12 2015  
 CMP-4000

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DECLARATIONS (CONTINUED)

Office Policy for LEARNING FOR LIVING INC  
 Policy Number 90-B6-H985-1

NOTICE: INFORMATION CONCERNING  
 CHANGES IN YOUR POLICY  
 LANGUAGE IS INCLUDED. PLEASE  
 CALL YOUR AGENT IF YOU HAVE  
 ANY QUESTIONS.  
 \* New Form Attached

SCHEDULE OF ADDITIONAL INTERESTS

Interest Type: Loss Payee  
 Endorsement #: CMP4839  
 Loan Number:

PITNEY BOWES GLOBAL FINANCIAL  
 SERVICES LLC  
 27 WATERVIEW DR  
 SHELTON CT 064844301

Interest Type: Addl Insured-Section II  
 Endorsement #: CMP47861  
 Loan Number: N/A

MT DIABLO UNIFIED SCHOOL  
 DISTRICT  
 C/O GLAVES, STACIE  
 1936 CARLOTTA DR  
 CONCORD CA 945191358

Interest Type: Addl Insured-Section II  
 Endorsement #: CMP47861  
 Loan Number: N/A

PLACENTIA-YORBA LINDA UNIFIED  
 SCHOOL DISTRICT  
 1301 E ORANGETHORPE AVE  
 PLACENTIA CA 928705396

Interest Type: Addl Insured-Section II  
 Endorsement #: CMP47861  
 Loan Number: N/A

SOUTHERN CALIFORNIA SCHOOLS  
 RISK MANAGEMENT (SCSRM) JPA  
 1950 S SUNWEST LN STE 100  
 SN BERNRDNO CA 924083264

SCHEDULE OF OPERATIONS

Description of Operations	Stat Class	Premium Base * / Estimated Exposure	Section II Estimated Premium
BUSINESS CONSULTANT - NOT COMPUTER RELATED	982	P. 58000	\$ 196.00

\*PREMIUM BASES  
 P. PER \$1000 PAYROLL  
 I. PER \$1000 TOTAL COST

Prepared  
 MAR 12 2015  
 CMP-4000

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# VEHICLE OR EQUIPMENT CERTIFICATE OF INSURANCE

DATE (MM/DD/YYYY)  
01/13/2015

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.

This form is used to report coverages provided to a single specific vehicle or equipment. Do not use this form to report liability coverage provided to multiple vehicles under a single policy. Use ACORD 25 for that purpose.

<b>PRODUCER</b> <b>State Farm</b> Frank R. Lewis-State Farm Ins. 185 Linden Ave. Auburn, CA 95603	<b>CONTACT NAME:</b> Frank R. Lewis <b>PHONE (A/C, No, Ext):</b> (530)823-5330 <b>FAX (A/C, No):</b> (530)823-6250 <b>E-MAIL ADDRESS:</b> <b>PRODUCER CUSTOMER ID #:</b>
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> State Farm Mutual Automobile Insurance Company <b>INSURER B:</b> State Farm General Insurance Company <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b>
<b>INSURED</b> Phillip & Laurie Boyte PO BOX 657 Auburn CA 95604	

### DESCRIPTION OF VEHICLE OR EQUIPMENT

YEAR	MAKE / MANUFACTURER	MODEL	BODY TYPE	VEHICLE IDENTIFICATION NUMBER
2009	Audi	Q5	Sport Wagon	WA1KK78R29A044694
DESCRIPTION				SERIAL NUMBER

### COVERAGES

### CERTIFICATE NUMBER:

### REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICY(IES) OF INSURANCE LISTED BELOW HAS/HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD(S) 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 POLICY(IES) DESCRIBED HEREIN IS/ARE SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICY(IES).

INSR LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		<input checked="" type="checkbox"/> VEHICLE LIABILITY	175 1851-E02-55D	11/02/2014	05/02/2015	COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ 250,000 BODILY INJURY (Per accident) \$ 500,000 PROPERTY DAMAGE \$ 100,000
		<input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE				EACH OCCURENCE \$ GENERAL AGGREGATE \$
INSR LTR	LOSS PAYEE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS / DEDUCTIBLE
A		<input checked="" type="checkbox"/> VEH COLLISION LOSS	175 1851-E02-55D	11/02/2014	05/02/2015	<input type="checkbox"/> ACV <input type="checkbox"/> AGREED AMT \$ LIMIT <input type="checkbox"/> STATED AMT \$ 1000 DED
A		<input checked="" type="checkbox"/> VEH COMP <input type="checkbox"/> VEH OTC	175 1851-E02-55D	11/02/2014	05/02/2015	<input type="checkbox"/> ACV <input type="checkbox"/> AGREED AMT \$ LIMIT <input type="checkbox"/> STATED AMT \$ 100 DED
		<input type="checkbox"/> PROPERTY <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPECIAL				<input type="checkbox"/> ACV <input type="checkbox"/> AGREED AMT \$ LIMIT <input type="checkbox"/> RC <input type="checkbox"/> STATED AMT \$ DED
B		<input checked="" type="checkbox"/> Personal Umbrella	55-LX-5821-4	06/03/2014	06/03/2015	Liability \$1,000,000

REMARKS (INCLUDING SPECIAL CONDITIONS / OTHER COVERAGES) (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

\*\*Personal Liability extends to autos in the amount of \$1mm

### ADDITIONAL INTEREST

### CANCELLATION

Select one of the following: <input type="checkbox"/> The additional interest described below has been added to the policy(ies) listed herein by policy number(s). <input type="checkbox"/> A request has been submitted to add the additional interest described below to the policy(ies) listed herein by policy number(s).	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
<b>VEHICLE / EQUIPMENT INTEREST:</b> <input type="checkbox"/> LEASED <input type="checkbox"/> FINANCED	<b>DESCRIPTION OF THE ADDITIONAL INTEREST</b> <input type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> LENDER'S LOSS PAYEE
<b>NAME AND ADDRESS OF ADDITIONAL INTEREST</b>	<b>LOAN / LEASE NUMBER</b>
<b>AUTHORIZED REPRESENTATIVE</b> Marianne Bruns	

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