

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 18TH day of April 2022, by and between the Mt. Diablo Unified School District (hereinafter "District") and Happy Panda Chinese and Enrichment Program (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 \$ 37,000.00 for Services.

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

a. \$ _____ per hour, b. \$ _____ per day, or c. \$ _____ per engagement.

01 - 4127 - 1110 - 1000 - 31480 - 524 - 019 - 176 - 5800 \$ 37,000.00

_____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ \$ _____

_____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ \$ _____

BUDGET CODE(S)

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 04/16/2022. 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 B** 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:**

Purchase Requisition # _____

- 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: Car Insurance, Bodily Injury \$500,000 per occurrence, Property Damage \$25,000

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:

[Signature]
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: Happy Panda Kids
Attn: Lin Zhu
Address: 2580 San Ramon Valley Blvd
Suite B209, San Ramon, CA 94583
Phone: 925-365-1809
Fax: _____
Email: lin@happypandakids.com
Tax ID #: 617-71-3968

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

Happy Panda Kids / Lin Zhu
Name of Company/Organization or Independent Contractor/Consultant

By: [Signature]
Signature of Principal/Budget Administrator Date

By: [Signature] 04/18/2022
Signature of Contractor/Consultant Date

Title: JENNIFER SACHS, CHIEF
Print Name and Title

Title: Lin Zhu, Owner
Print Name and Title

ED. SERVICES

Purchase Requisition # _____

Authorized and Approved by:

Superintendent/Designee

Date

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

PKawahara
Originator's Signature

4/17/22
Date

Sequoia Elementary School

Site/Department Originating this Contract

Patricia Kawahara, Principal

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> |

Purchase Requisition # _____

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).

Mandarin lessons for Sequoia Elementary School students in grades 1 through 5, starting
August 18th, 2022 through May 26th, 2023

Quote is attached.

EXHIBIT "B"

Contractor REQUIRED to Complete

FINGERPRINTING AND CRIMINAL BACKGROUND CHECK CERTIFICATION

Please initial in blue ink

| | | |
|--|---|--|
| Name of Contractor: | Lin Zhu | Lin Zhu, Happy Panda Chinese and Enrichment Program |
| Services to be performed under the Agreement: | Mandarin Lessons Aug 18 th , 2022 - May 26 th , 2023 | |
| School(s) and Specific Location(s) where services will be performed: | Sequoia Elementary School | |
| Term of Agreement: | Contractor to bill MDUSD monthly | |
| <i>Check the applicable box(es) and fill in any blanks.</i> | | |
| 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 NO CONTACT 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 LIMITED CONTACT 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

Lin Zhu 04/18/2022

Print Name Date

Sequoia Elementary School

2021-2022

Active Students by Grade

4/25/2022

| Grade | Female | Male | Other Gender | Total |
|---------------------|------------|------------|--------------|------------|
| K | 49 | 48 | 0 | 97 |
| 1 | 52 | 41 | 0 | 93 |
| 2 | 50 | 47 | 0 | 97 |
| 3 | 53 | 41 | 0 | 94 |
| 4 | 53 | 45 | 0 | 98 |
| 5 | 42 | 55 | 0 | 97 |
| Grand Total: | 299 | 277 | 0 | 576 |



HAPPY PANDA KIDS

Chinese & Enrichment Program

Chinese Program for Sequoia Quote (2022-2023)

Thank you so much for continue working with Happy Panda. We look forward to the second year with Sequoia Elementary!

For 2022-2023 School Year (August 18th, 2022 – May 26th, 2023)

1. 68 days of in person instruction.
2. Each day comprised of 9 - 30 minute lessons with about 1.5 hour break.
3. Total of approximately 6 hours per day, 2 times a week.

I have already factored in holidays as outlined in the school calender.

In total, this would come to approximately 480 hours of working time for the length of the assignment. This includes staff time as well as my preparation for me and my staff.

Additionally, there will be approximately 10 hours of attending PD days.

We are committed to continue bringing high quality Mandarin classes to Sequoia Elementary.

Fees for 2022-2023 School Year would be \$37,000

I look forward to answering any other questions that you might have related to the Mandarin Program.

Sincerely,

Lin Zhu
Founder, Happy Panda Kids Education



Tel: 1-800-841-3000

Declarations Page

This is a description of your coverage.
Please retain for your records.

Government Employees Insurance Company
P.O. Box 509090
San Diego, CA 92150-9090

Policy Number: 4156-44-32-61

Coverage Period:

03-16-22 through 09-16-22

12:01 a.m. standard time at the address of the named insured.

Date Issued: February 10, 2022

JASON H CHAO AND LIN ZHU
255 JEANNE DR
PLEASANT HILL CA 94523-2230

Email Address: jason111475@hotmail.com

| <u>Named Insured</u> | <u>Additional Drivers</u> |
|-------------------------|---------------------------|
| Jason H Chao Lin Zhu | None |

| <u>Vehicles</u> | <u>VIN</u> | <u>Vehicle Location</u> | <u>Finance Company/ Lienholder</u> |
|-----------------------|-------------------|--------------------------------|--|
| 1 2013 Acura TSX | JH4CU2F45DC002305 | PLEASANT HILL CA 94523-2230 | |
| 2 2014 BMW 3 Series | WBA3B1G57ENT00088 | PLEASANT HILL CA 94523-2230 | |
| 3 1996 Honda Civic LX | 2HGEJ6606TH525269 | PLEASANT HILL CA 94523-2230 | |

| <u>Coverages*</u> | <u>Limits and/or Deductibles</u> | <u>Vehicle 1</u> | <u>Vehicle 2</u> | <u>Vehicle 3</u> |
|---|----------------------------------|------------------|------------------|------------------|
| Bodily Injury Liability Each Person/Each Occurrence State Minimum \$15,000/\$30,000 | \$300,000/\$500,000 | \$63.10 | \$104.40 | \$46.80 |
| Property Damage Liability State Minimum \$5,000 | \$25,000 | \$79.40 | \$121.40 | \$57.60 |
| Uninsured & Underinsured Motorists Each Person/Each Occurrence | \$30,000/\$60,000 | \$19.40 | \$31.00 | \$14.00 |
| Uninsured Motorists Property Damage | Insured Rejects | - | - | - |
| Comprehensive (Excluding Collision) | \$250 Ded | \$15.50 | \$37.70 | - |
| Collision | \$500 Ded | \$113.70 | \$260.80 | - |
| Emergency Road Service | Full | \$11.00 | \$11.00 | - |
| | Liab | - | - | \$18.40 |

| <u>Coverages*</u> | <u>Limits and/or Deductibles</u> | <u>Vehicle 1</u> | <u>Vehicle 2</u> | <u>Vehicle 3</u> |
|--------------------------------------|----------------------------------|------------------|------------------|-------------------|
| Six Month Premium Per Vehicle | | \$302.10 | \$566.30 | \$136.80 |
| Total Six Month Premium | | | | \$1,005.20 |

*Coverage applies where a premium or \$0.00 is shown for a vehicle.

If you elect to pay your premium in installments, you may be subject to an additional fee for each installment. The fee amount will be shown on your billing statements and is subject to change.

Discounts and Surcharges

Discounts

- California Persistency (All Vehicles)
- Multi-Car (All Vehicles)
- Subclass Factor (Veh 1, 3)
- California Good Driver (All Vehicles)
- Anti-Theft Device (Veh 1, 2)

Surcharges

- Accident and/or Conviction (Veh 2)

Group Insurance Plan:
Professional Group Insurance Plan

Contract Type: A30CA

Contract Amendments: ALL VEHICLES - A30CA A54CA

Unit Endorsements: A115(VEH 1,2,3)

Class: A -N -19MM - P (VEH 1); 0 -N -19MF - R (VEH 2); X -N -99MM - A (VEH 3)

Important Policy Information

- You have elected to receive your insurance documents via electronic delivery at the electronic mail address displayed on this Declarations Page. To change the address where you receive your policy documents, visit geico.com or call 1-800-841-3000.
- No coverage is provided in Mexico.
- Reminder - Physical damage coverage will not cover loss for custom options on an owned automobile, including equipment, furnishings or finishings including paint, if the existence of those options has not been previously reported to us. This reminder does NOT apply in VIRGINIA, however, in Virginia coverage is limited for custom furnishings or equipment on pick-up trucks and vans but you may purchase coverage for this equipment. Please call us at 1-800-841-3000 or visit us at geico.com if you have any questions.
- Congratulations! Your policy qualifies for the Professional Group Insurance Plan and includes a savings of \$236.20.

Important Policy Information

- In California, you have the right to designate one person to receive notices from GEICO if your policy is about to cancel or expire for non-payment. Your designee will not have any rights or benefits under your policy other than the right to receive the notice or make a payment. You can change or remove the designee at any time. If you would like to add, change or remove a designee from your policy, simply log into your account at geico.com or call us at 1-800-841-3000.
- Claims incurred while an insured vehicle is being used to carry passengers for hire may not be covered by this contract. Please review the contract for a full list of exclusions and contact us if you plan to use any of your insured vehicles for this purpose.
- Please verify that the coverages you requested are accurately reflected on your Declarations Page. Visit geico.com to review additional coverages and/or limits available to you.
- In accordance with Section 1872.87 of the California Insurance Code, in addition to your premium, a \$0.88 charge per vehicle is assessed to fund auto insurance fraud reduction initiatives. This charge is applied once per policy term per vehicle.
- The estimated annual mileage figures applicable to the vehicles on your policy for the current and upcoming policy periods are:

| Vehicle | Current Mileage | Upcoming Mileage |
|---------------------|-----------------|------------------|
| 2013 Acura TSX | 5,000 | 8,000 |
| 2014 BMW 3 Series | 8,500 | 9,500 |
| 1996 Honda Civic LX | 1,500 | 1,400 |



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/20/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|---|--|--|-----------------------|
| PRODUCER Hiscox Inc. d/b/a/ Hiscox Insurance Agency in CA 520 Madison Avenue 32nd Floor New York, New York 10022 | CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 | | FAX (A/C, No): |
| | E-MAIL ADDRESS: contact@hiscox.com | | |
| INSURER(S) AFFORDING COVERAGE | | | NAIC # |
| INSURER A: Hiscox Insurance Company Inc | | | 10200 |
| INSURER B: | | | |
| INSURER C: | | | |
| INSURER D: | | | |
| INSURER E: | | | |
| INSURER F: | | | |

INSURED
 LIN ZHU DBA Happy Panda Kids
 2580 SAN RAMON VALLEY BLVD
 SUITE B209
 SAN RAMON, CA 94583

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 |
|----------|--|-----------|----------|----------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | Y | | P100.242.701.4 | 05/02/2022 | 05/02/2023 | EACH OCCURRENCE \$ 2,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 |
| | | | | | | | MED EXP (Any one person) \$ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY \$ 2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | | GENERAL AGGREGATE \$ 4,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg. |
| | | | | | | | \$ |
| | 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 <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE 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 <input type="checkbox"/> OTH-ER <input type="checkbox"/> 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

Mt. Diablo Unified School District (MDUSD)
 1936 Carlotta Dr
 Concord, California 94519

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

Declarations Page

Commercial General Liability Declarations

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.

| | |
|-----------------------------|---|
| Declaration effective from: | May 2, 2022 |
| Policy No.: | P100.242.701.4 |
| Named Insured: | LIN ZHU DBA Happy Panda Kids |
| Address: | 2580 SAN RAMON VALLEY BLVD SUITE B209 SAN RAMON, CA 94583 |
| Email Address: | ISABELLA_0821@HOTMAIL.COM |

| | | |
|----------------|-------------------|-----------------|
| Policy period: | From: May 2, 2022 | To: May 2, 2023 |
|----------------|-------------------|-----------------|

At 12:01 A.M. (Standard Time) at the address shown above.

| | |
|--|--|
| Form of Business: | Sole Proprietor |
| Each Occurrence Limit: | \$2,000,000 |
| Damage to Premises Rented to You Limit: | \$100,000 Any one premises |
| Medical Expense Limit: | \$5,000 Any one person |
| Personal & Advertising Injury Limit: | \$2,000,000 Any one person or organization |
| General Aggregate Limit: | \$4,000,000 |
| Products/Completed Operations Aggregate Limit: | Products-completed operations are subject to the General Aggregate Limit |
| Supplemental Business Personal Property Floater Coverage Limit: | \$10,000 |
| Supplemental Business Personal Property Floater Coverage Deductible: | \$500 |

All Premises You Own, Rent or Occupy

| | |
|------------------|---|
| Premises Number: | 1 |
|------------------|---|

| | |
|----------|---|
| Address: | 2580 SAN RAMON VALLEY BLVD SUITE B209 SAN RAMON, CA 94583 |
|----------|---|

| | |
|----------------|--------|
| Total Premium: | 680.00 |
|----------------|--------|

| | |
|--------------|---|
| Attachments: | See attached Forms and Endorsements Schedule. |
|--------------|---|

Forms and Endorsements Schedule

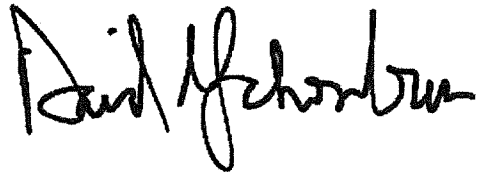
Forms and Endorsements made part of this policy at time of issue:

CGL D001 10 18 - Commercial General Liability Declarations
INT D001 01 10 - Forms and Endorsements Schedule
CG 20 26 07 04 - Additional Insured - Designated Person or Organization

IN WITNESS WHEREOF, the Insurer indicated above has caused this Policy to be signed by its President and Secretary, but this Policy shall not be effective unless also signed by the Insurer's duly authorized representative.



President



Secretary



Authorized Representative

Endorsements



Hiscox Insurance Company Inc.

Policy Number: P100.242.701.4
Named Insured: LIN ZHU DBA Happy Panda Kids
Endorsement Number: 26
Endorsement Effective: 05/02/2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s) |
|--|
| MDUSD 1936 Carlotta Dr. Concord, CA 94519 |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, 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 the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.