

Purchase Order # 240212



**Mt. Diablo Unified School District**  
1936 Carlotta Drive  
Concord, CA 94519

Amendment No. 1 to

- Independent Service Contract
- Master Contract

This Amendment is entered into between the Mt. Diablo Unified School District (MDUSD) and Happy Panda Chinese (CONTRACTOR). MDUSD entered into an Agreement with CONTRACTOR for professional services on May 22, 2023 and the parties agree to amend that Agreement as follows.

1. **Services:** (Check and complete ONE of the options below).
- CONTRACTOR agrees to provide the following amended services. (Provide full description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary).  
\$875 for 1B Class for instructor  
\$630 for Instructors Wages (18 hr x \$35<sup>00</sup>)

- The scope of work is attached as Exhibit A (incorporated by reference to the extent that it is subordinate to and not inconsistent with this Agreement).
- The scope of work is unchanged.

2. **Terms:** (Check and complete ONE of the options below).
- The contract term is extended by an additional \_\_\_\_\_ (days/weeks/months), and the amended expiration date is \_\_\_\_\_, 20\_\_\_\_.
  - The contract term is unchanged.

3. **Compensation:** (Check and complete ONE of the options below. This provision may only be changed if there is also a change to the above Services OR Terms of the Contract).
- The rate is amended by an  increase of  decrease of \$ \_\_\_\_\_ for \_\_\_\_\_ type of service
  - The contract amount is amended by an  increase of  decrease of \$ 1505.00 to original contract amount.
- The amended contract  amount  rate is now \$ 40,005.00

4. **Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. **Amendment History:** This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase/Decrease
			\$
			\$
			\$

6. **Approval:** This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Superintendent (or his designee).

Mt. Diablo USD	Mt. Diablo USD	Contractor	Board Approval (if needed)
By: <u>Margi D. Calbeck</u> Budget Administrator/Principal	By: <u>[Signature]</u> Superintendent or Designee	By: _____	Docket Number: _____ Agenda Item Number
Date: <u>12/12/23</u>	Date: <u>12/12/23</u>	Date: _____	Date: _____

# PURCHASE ORDER CHANGE FORM

Purchasing Department

\*\*\*\*\*THIS FORM TO BE SENT TO THE FISCAL SERVICES DEPARTMENT\*\*\*\*\*

(Fiscal will forward to Purchasing after they approve the changes)

DATE: 12/12/23  
 REQUESTOR NAME: McKimmie EXT. # 4024 EMAIL: McKimmieM@MDUSD.ORG  
 SITE: Wing C PO#: 240212 VENDOR NAME: Happy Panda

CIRCLE SELECTION APPROPRIATELY: Cancel PO  **Change PO**  (fill out applicable areas below)

**REQUIRED FIELD**-Reason for Change: New instructor needs IB Training

**Add or Delete Line Item(s)**

Line Item	Add or Delete	Quantity if Adding	Description	Price	Budget Code to be Charged
2	add	1	IB Course for Instructor	\$ 875	01 4127 110 1000 31480000 524 004 5800
3	add	1	Instructor's wages <sup>18 hrs x \$35.00</sup>	\$ 630	01 4127 110 1000 31480000 524 004 5800

**Change of Budget Code ONLY**

Line Item	Change From:	Change To:	Amount
			\$
			\$

**Change Line Item (list reason for change above)**

Line Item	Quantity	New Quantity (if applies)	Description of change	Price	Budget Code to be Charged:
				\$	
				\$	

SITE/Department Head Approval <u>[Signature]</u>	Date: <u>12/12/23</u>	<b>ADJUSTED PO Grand Total</b> 38,500 + 875 + 630 <b>\$ 40,005.00</b>
Budget Administrator Approval <u>[Signature]</u>	Date: <u>12/12/23</u>	
Fiscal Approval _____	Date: _____	



**gscs@rice.edu**

To: Lin Zhu >

5:44 PM

# Notification of Payment

You have received this email from [gscs@rice.edu](mailto:gscs@rice.edu) in response to payment processing.

## Notification of Payment

This message is an automated notification to inform you that your payment has been completed successfully. Please note that all payments are subject to approval and final verification.

**Billed To:**

Lin Zhu  
255 Jeanne Drive  
Pleasant Hill, CA  
94523  
United States

**Payment Information:**

Payment Type:	Credit Card
Card Number:	xxxxxxxxxxxx2115
Card Type:	Visa

\*\*\* CARD\_NOT\_PRESENT \*\*\*

System Tracking ID:

330467

Date/Time:

December 6, 2023 at 7:44:33 PM CST

Payment Gateway Reference Number:

20231206000071

Payment Amount:

**Total Paid:\$875.00**

Thank You  
GSCS - Destiny Solutions

On Dec 1, 2023, at 10:36 AM, Aline Lee <[leea@mdusd.org](mailto:leea@mdusd.org)> wrote:

Hello again Lin.

Once you figure out the total cost that you need to increase the contract for via an amendment, please contact Michele McKimmie regarding the dollar amount change. Michele McKimmie is cc'd on this email.

She will assist you with the independent service contract amendment and prepare it for an upcoming board meeting once all is approved.

Thank you.

Aline

On Fri, Dec 1, 2023 at 10:19 AM Aline Lee <[leea@mdusd.org](mailto:leea@mdusd.org)> wrote:  
Good Morning Lin.

Try this email address: <https://glasscock.rice.edu/spring-ib-workshops>

Then scroll down until you find the Making the PYP happen workshop as listed below. Click on the register "button" below.



RICE UNIVERSITY  
Susanne M. Glasscock School of Continuing Studies

Click Here ↓  
**REGISTER >**

- Making the PYP happen: Implementing agency - PYP - Category 1** REGISTER >
- Managing assessment: Leaders of learning - MYP - Category 3 REGISTER >
- Managing the extended essay - DP - Category 3 REGISTER >
- Mathematics: Applications and interpretation - DP - Category 1 REGISTER >
- Mathematics: Applications and interpretation - DP - Category 2 REGISTER >
- Psychology - DP - Category 1 & 2 REGISTER >
- Spanish B - DP - Category 1 REGISTER >
- Spanish B - DP - Category 2 REGISTER >
- The personal project - MYP - Category 2 REGISTER >

Participants will receive up to 15 hours of Continuing Professional Education (CPE) credits. Attendance is taken each session. The hours on your certificate will reflect your actual hours of attendance. SBEC Continuing Professional Education Provider Number 500571.

Hope this information helps.

Let me know if you need more assistance.

Bon weekend.

Aline

On Thu, Nov 30, 2023 at 11:18 PM lin zhu <[isabella\\_0821@hotmail.com](mailto:isabella_0821@hotmail.com)> wrote:

Hi Aline

I'm trying to book the session, sorry that I couldn't find the screenshot page that you showed me which showed all the available dates of the workbooks? I only found it on the rice university's homepage .. could you please let me know again which website I should go to book the workshop?

Thank you,

Lin

On Nov 28, 2023, at 12:49 PM, lin zhu <[isabella\\_0821@hotmail.com](mailto:isabella_0821@hotmail.com)> wrote:

Will do! Thank you Aline, have a good day!

Sent from my iPhone

On Nov 28, 2023, at 12:28 PM, Aline Lee <[leea@mdusd.org](mailto:leea@mdusd.org)> wrote:



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# Mt. Diablo Unified School District Governing Board

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## AGENDA ITEM

**Meeting Date:** 6/14/2023 - 6:00 PM

**Category:** Consent Agenda

**Type:** Action

**Subject:** 15.8 Review and Potential Approval of Two Year (2023-25) Independent Service Contract with Mt. Diablo Unified School District and Happy Panda for Mandarin Instruction at Sequoia Elementary School

**LCAP (Local Control  
Accountability Plan)**

**Goal:**


Goal 1:

All students will receive a high quality education in a safe and welcoming environment with equitable and high expectations, access to technology, and instruction in the California State Standards that prepare them for college and/or career.

**Policy:**

**Enclosure:**

**File Attachment:**

 Happy Panda ISC Sequoia 23.26.pdf

**Summary:**

Sequoia Elementary School would like to continue with Happy Panda for Mandarin lessons for their students. Lessons are 30 minutes long with a 18 classes per week and a total of 110 days in person instruction. Attached Independent Service Contract is for 2 years and site will be billed monthly.

**Funding:**

International Baccalaureate Funds 31480

**Fiscal Impact:**

\$38,500 per year for a total of \$77,000

**Recommendation**

Move to approve the Two Year (2023-25) Independent Service Contract between Mt. Diablo Unified School District and Happy Panda for Mandarin Instruction at Sequoia Elementary School.

**Approvals:**

**Recommended By:**

**Signed By:**

*Signature*

Michele McKimmie - Administrative Assistant

**Signed By:**

*Signature*

Jennifer Sachs - Chief, Educational Services

**Signed By:**

*Signature*

Nancy Chen - Chief Accountant

**Signed By:**

*Signature*

Elizabeth McClanahan - Director of Purchasing and Warehouse

**Signed By:**

*Signature*

Dr. Adam Clark - Superintendent

**Vote Results:**

**Original Motion**

Member **Cherise Khaund** Moved, Member **Debra Mason** seconded to approve the **Original** motion 'Move to approve the Two Year (2023-25) Independent Service Contract between Mt. Diablo Unified School District and Happy Panda for Mandarin Instruction at Sequoia Elementary School.'. Upon a Roll-Call Vote being taken, the vote was: Aye: **5** Nay: **0**.

The motion **Carried 5 - 0**



**MT. DIABLO UNIFIED SCHOOL DISTRICT**  
1936 Carlotta Drive - Concord, CA 94519 - Phone (925) 682-8000  
**AGREEMENT BETWEEN MT. DIABLO UNIFIED SCHOOL DISTRICT  
AND INDEPENDENT CONTRACTOR**

THIS AGREEMENT is made this 22nd day of May 2023, by and between the Mt. Diablo Unified School District (hereinafter "District") and Happy Panda Chinese and Enrichment Program hereinafter "Contractor".  
064375

**RECITALS**

WHEREAS, District is a school district in the County of Contra Costa, State of California, and has its principal place of business at 1936 Carlotta Drive, Concord, CA 94519. District desires to engage the services of Contractor and to have said Contractor render services in accordance with the terms and conditions provided in this Agreement.

WHEREAS, District is authorized to enter into this Agreement pursuant to Government Code section 53060 or Public Contract Code section 20111, or both, as further set forth below.

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

**AGREEMENT**

1. **Performance of Services.**

- (a) Contractor agrees to perform the services described on **Exhibit A** (hereinafter "Services"), attached hereto and incorporated herein, 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 basis set forth below. Contractor shall be responsible for all expenses incurred in association with the performance of the Services. This Agreement is **NOT TO EXCEED & 77,000.00**. The basis of the fee for Services shall be as follows:

District staff to check the applicable box.

\$ \_\_\_\_\_ per hour       \$ \_\_\_\_\_ per day       \$ \_\_\_\_\_ per engagement

District Staff to enter the complete Budget Code(s).

(a) 01 - 4127 - 1110 - 1000 - 31480 - 000 - 524 - 009 - 5800 \$ 77,000.00

(b) \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ \$ \_\_\_\_\_

(c) \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ \$ \_\_\_\_\_

3. **Payment Schedule.** The Contractor shall submit to the District an invoice as further set forth below. The District shall review the payment request and, as soon as practical, shall: (i) pay the requested amount; or (ii) inform the Contractor that all or some part of the request is disputed.

Contractor shall submit invoices in accordance with the following schedule:

**District staff to check the applicable box.**

- Partial Payments.** Contractor shall invoice District on a monthly basis for work performed in the preceding month pursuant to this Agreement. A District Administrator will verify the invoice to ensure that all required Services have been satisfactorily performed.
- Scheduled Payments.** District shall submit payment to the Contractor per the schedule detailed in "Exhibit A" see page 8 of this Agreement. A District Administrator will verify the invoice to ensure that all required Services have been satisfactorily performed in accordance with the relevant timeline.
- Payment in Full.** Contractor shall invoice District on completion of the Services. A District Administrator will verify the invoice to ensure that all required Services have been satisfactorily performed.

4. **Term and Termination.**

- (a) **Term.** This Agreement will become effective on 8/10/2023. This Agreement will terminate upon the completion of the Services or when terminated as set forth below.
- (b) **Termination for Cause.** 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.
- (c) **Termination for Convenience.** The District may terminate this Agreement at any time by giving thirty (30) days written notice to the Contractor. 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.

5. **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.

The parties agree that: (1) Contractor shall be responsible for the control and direction of its own employees and personnel in the performance of the Services under this Agreement; (2) the Contractor's personnel shall only perform work that is outside the usual course of the District's business; and (3) Contractor's personnel



shall be engaged in business independent of the District. Contractor shall defend and indemnify the District against any claim by any worker that it is actually an employee of the District.

- 6. **Fingerprinting and Criminal Records Check of Contractor's Employees.** Contractor shall comply with the provisions of California Education Code section 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, Section 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 Board of Education of the District that such employee has not been convicted of a felony, as defined in Section 45125.1. If required by District, Contractor shall provide to District the fingerprinting certification attached hereto as **Exhibit B** prior to commencing work under this Agreement.
- 7. **Rules and Regulations.** All rules, policies, and regulations of the Mt. Diablo Unified School District Board of Education, including any rules and regulations related to COVID-19 or other global pandemics, and all federal, state, and local laws, ordinances and regulations are to be observed strictly by Contractor during the performance of Services pursuant to this Agreement.
- 8. **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 the Services 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.
- 9. **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, its 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.

(a) **Coverage minimums shall be at least as broad as:**

**District staff to check the applicable box.**

(b)  **Commercial General Liability (CGL).**

Agreements under \$25,000. Insurance Services Office Form CG 0001 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** 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 **\$2,000,000**).

Agreements of \$25,000 or More. Insurance Services Office Form CG 0001 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**).

(c) **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.

**For sole proprietors and small businesses** using personal vehicles, evidence of personal auto insurance may be accepted by the District as an alternative provided that such personal auto insurance provides coverage for business uses of the insured vehicle

- (d) **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. All California employers must provide workers' compensation benefits to their employees under California Labor Code Section 3700.
  - If the Contractor is a sole proprietor with no employees**, it may be exempt from this requirement provided the Contractor is self-insured as certified in **Exhibit C**. If the Contractor employs one or more employees, it must provide this type of insurance coverage. The District shall not obtain workers' compensation insurance on behalf of Contractor or Contractor's employees.
- (e) **Other Coverages When Applicable.** (District staff to check applicable box(es)).
  - Professional Liability/Errors & Omissions Liability.** \$1,000,000/occurrence, \$2,000,000/aggregate. **Applicable for contractors with professional training providing a specialized advanced service, physicians, accountants, architects, engineers, and brokers**
  - Sexual Abuse and Molestation Coverage.** \$3,000,000/occurrence. **Applicable if the Contractor will be alone with students**
  - Cyber Insurance.** Not less than \$2,000,000 per claim to be maintained for the duration of the Agreement and three years following its termination. **Applicable if the Contractor will be using, storing, or accessing, the District's private, confidential, or protected information**
- (f) The District reserves the right to require that Contractor maintain and provide evidence of additional insurance coverages as may be necessary or desirable given the nature of the Services. 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.
- (g) **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 and to the Sexual Abuse and Molestation policy, if applicable, 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.
- (h) **Primary Coverage.** For any claims related to this Agreement, the Contractor's insurance coverage shall be primary insurance as it 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.
- (i) **Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the District.

<b>INSURANCE REQUIREMENTS</b>			
No waiver will be granted to eliminate the insurance requirements out lined in this agreement. However, in special circumstances, certain insurance requirements may be modified or waived. The following items in Insurance Section 9 are hereby modified as follows. Note, a waiver for one (1) type of insurance does not constitute a waiver for all.			
Limits:			
Other:			
Initials of the Superintendent or Designee and the General Counsel or Designee, are REQUIRED to waive or modify any insurance in this Agreement.			
Superintendent or Designee	Date	General Counsel or Designee	Date

10. **Originality; Ownership of Designs and Plans.** Except as to standard generic details, Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services. 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.
  
11. **Disputes.** In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Contractor agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.
  
12. **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 Agreement 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.
  
13. **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:
  - i. Any notice personally given or sent by 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.

**DISTRICT**

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

**CONTRACTOR**

Business Name: Happy Panda Kids Chinese and Enrichment  
Attn: Lin Zhu  
Address 12925 Alcosta Blvd, Suite 1  
City/State/Zip San Ramon, CA 94583  
Phone: (925) 365-1809  
Fax: \_\_\_\_\_  
Email: lin@happypandakids.com  
Tax ID #: 617-71-3968

PURCHASE REQUEST # \_\_\_\_\_

14. **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.
15. **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.
16. **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.
17. **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.
18. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
19. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
20. **Incorporation of Recitals and Exhibits.** The recitals and exhibits attached hereto are hereby incorporated herein by reference.
21. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
22. **Conflicts of Interest.** Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Services under this Agreement. Contractor is aware of Government Code section 1090 and the Political Reform Act and will disclose any potential conflicts and/or submit a Form 700 as applicable.
23. **Required Documents.** Prior to the commencement of the Services, Contractor shall provide to District evidence of the required insurance coverages as set forth above, a W-9 Form, and executed copies of the following Exhibits:
  - (a) Exhibit A – Description of Services, Timelines, and Partial Payment Schedule
  - (b) Exhibit B – Fingerprinting Certification
  - (c) Exhibit C – Workers' Compensation Certification
  - (d) Exhibit D – Data Privacy Addendum (if applicable)

The District reserves the right to require the Contractor to provide additional documents that may be necessary or desirable in light of the nature of the Services.



PURCHASE REQUEST # \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date last written below.

**MT. DIABLO UNIFIED SCHOOL DISTRICT** Lin Zhu, dba Happy Panda Kids Education  
 Name of Company/Organization or Independent Contractor/Consultant

By: [Signature] 5/23/23 By: [Signature] 5/23/23  
 Signature of Principal/Budget Administrator Date Signature of Contractor/Consultant Date

Title: Rebecca Vichiquis, Principal Title: Lin Zhu, Owner  
 Print Name and Title Print Name and Title

By: [Signature] 5/25/23  
 Signature of District Administrator (if applicable) Date

Title: Marji Calbeck, Director of Elementary  
 Print Name and Title

**THIS AGREEMENT IS AUTHORIZED AND APPROVED:**

By: [Signature] 6/1/23  
 Signature of Superintendent or Designee Date

Title: Jan Sachs, Chief of Ed Services  
 Print Name and Title

**AGREEMENT ORIGINATOR.** Prior to commencement of the services, sign and forward completed original agreement packet to Purchasing.

By: [Signature] 5/23/23  
 Signature of Originator Date

Title: Rebecca Vichiquis, Principal  
 Print Name and Title  
Sequoia Elementary School  
 Site/Department Originating this Agreement

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

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

**EXHIBIT A**  
**DESCRIPTION OF SERVICES, TIMELINES,  
AND PARTIAL PAYMENT SCHEDULE (if applicable)**  
*(Note that all payments are generated from an invoice.)*

Mandarin lessons for Sequoia Elementary School in grades 1-5 for school years 2023-2024 and 2024-2025.

2023-2024 instruction begins on August 14, 2023 and ends on May 30, 2024.

110 days of in person instruction each school year  
Each Mandarin class is 30 minutes, with a total of 18 classes per week  
Total of approximately 13 hours of instruction time each week.

Instruction days/dates will be in accordance with the Academic calendar published for the years of the contract.

The total contract amount of \$77,000 (\$38,500 per year) includes the staff collaboration, meeting time, and prep time.

Happy Panda Chinese and Enrichment Program agrees to invoice the district on a monthly basis.



**EXHIBIT C**  
**WORKERS' COMPENSATION CERTIFICATION**  
*(Contractor REQUIRED to complete.)*

Labor Code section 3700 (workers' compensation and insurance) in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:


- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. I certify I will comply with all California workers' compensation insurance requirements before commencing the performance of the Services of this Contract. Alternatively, I certify that I am a sole proprietor, have no employees, and am self-insured. I understand the District will not obtain workers' compensation insurance on my behalf or on behalf of my employees or subcontractors.

**MUST BE COMPLETED BY CONTRACTOR'S AUTHORIZED REPRESENTATIVE:**

I am a representative of the Contractor entering into this Agreement with the District and I am familiar with the facts herein certified and am authorized and qualified to execute this certificate on behalf of Contractor.

**CONTRACTOR**

By:  5/23/23  
Signature of Contractor or Authorized Representative Date  
Title: Lin Zhu, Owner  
Print Name and Title

In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Services under this Agreement.



**EXHIBIT D**  
**DATA PRIVACY ADDENDUM**

*(Contractor REQUIRED to Complete; Applicable when AGREEMENT involves access to Pupil/Employee Data)*

This Data Privacy Addendum (“Data Privacy Addendum”) to the Agreement Between Mt. Diablo Unified School District and Independent Contractor (“Independent Contractor Agreement”) is entered into by and between Contractor and Mt. Diablo Unified School District (“District”). To the extent that any term or condition set forth in this Addendum conflicts with the Independent Contractor Agreement, the provisions of this Addendum will control.

**WHEREAS**, in order to provide the services described in the Agreement, the Contractor may receive or create, and the District may provide documents or data related to students (“Student Data”) that are covered by several state and federal privacy laws, including: the Family Educational Rights and Privacy Act (FERPA), the Children’s Online Privacy Protection Act (COPPA), Education Code section 49073.1, and the Student Online Personal Information Protection Act (SOPIPA). The District and Contractor desire to ensure compliance with applicable state and federal laws, school policies, procedures and regulations.

**NOW, THEREFORE**, in consideration of the above premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, intending to be legally bound, the parties hereto agree as follows:

1. **Use.** Contractor shall not use any information in a Student Data<sup>1</sup> for any purpose other than those required or specifically permitted by the Independent Contractor Agreement, and shall comply with all applicable state and federal laws pertaining to Student Data privacy and security. Contractor shall require all employees and agents who have access to Student Data to comply with all applicable provisions of this Data Privacy Addendum. Contractor shall not sell or otherwise derive a benefit from sharing information in a Student Data with a third party. Contractor shall enter into written agreements with all subcontractors performing functions pursuant to the Independent Contractor Agreement, whereby the subcontractors agree to protect Student Data in manner consistent with the terms of this Data Privacy Addendum.
2. **Ownership.** All Student Data obtained by Contractor from District continues to be the property of and under the control of the District. The District retains exclusive control over student and staff data, including determining who may access data and how it may be used for legitimate authorized purposes.
3. **Export.** Contractor shall provide a means by which its employees, when so authorized, can search and export Student Data through reasonable procedures such that the District can respond to a parent, legal guardian or eligible student who seeks to review personally identifiable information on the pupil’s records or correct erroneous information.
4. **Disposition.** The Contractor agrees that upon expiration or termination of services under this Agreement, Contractor shall dispose or delete all Student Data obtained under the Independent Contractor Agreement. Disposition shall include (1) the shredding of any hard copies of any Student Data; (2) Erasing; or (3) Otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in the Independent Contractor Agreement authorizes Contractor to maintain Student Data obtained under the Independent Contractor Agreement beyond the time period reasonably needed to complete the disposition.

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<sup>1</sup> “Student Data” includes any information directly related to a pupil that is maintained by the District or acquired directly from the pupil. Pupil Records do not include de-identified information (information that cannot be used to identify an individual pupil) used: (1) to improve educational products for adaptive learning purposes and for customized pupil learning; (2) to demonstrate the effectiveness of the operator’s products in the marketing of those products; or (3) for the development and improvement of educational sites, services, or applications.





# HAPPY PANDA KIDS

## Chinese & Enrichment Program

### Chinese Program for Sequoia Quote (2023-2024 and 2024-2025)

Thank you so much for continuing to work with Happy Panda Kids! We look forward to the next two years working with Sequoia Elementary!

2023-2024 School Year (August 14<sup>th</sup>, 2023 – May 30<sup>th</sup>, 2024)  
2024-2025 School Year will conduct same amount of instruction time.

1. 110 days of in person instruction. Mandarin Classes are scheduled on Tuesdays, Wednesdays and Thursdays. Each Mandarin class is 30 minutes. Each day sessions will be comprised of 4.5 to 5 hours of instruction time, with approximately 30 minutes lunch break.
2. Total of 18 Mandarin classes each week.
3. Total of approximately 13 - 14 hours of instruction time each week.

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

In total, this would come to approximately 530 hours of working time for the length of the assignment. This includes staff collaboration meeting time as well as class preparation time for me and my staff.

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

**Due to the increase of instructional working days and times for 2023-2024 and 2024-2025 school year, Fees for 2023 – 2024 and 2024 - 2025 School Year will be \$38,500 each year.**

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

Sincerely,

Lin Zhu  
Founder/Owner, Happy Panda Kids Education







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/16/2023

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

### 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 WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> 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	P100.242.701.5	05/02/2023	05/02/2024	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 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg. \$
	<b>AUTOMOBILE LIABILITY</b> <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) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> <b>EXCESS LIAB</b> OCCUR CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ 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)  
MDUSD is an additional Insured per the policy terms and conditions

<b>CERTIFICATE HOLDER</b> MDUSD 1936 Carlotta Dr. Concord, CA 94519	<b>CANCELLATION</b> 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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Tel: 1-800-841-3000

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

## Declarations Page

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

**Policy Number: 4156-44-32-61**

**Coverage Period:**

03-16-23 through 09-16-23

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

Date Issued: February 10, 2023

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

Email Address: jason111475@hotmail.com

**Named Insured**

Jason H Chao  
 Lin Zhu

**Additional Drivers**

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 1996 Honda Civic LX	2HGEJ6606TH525269	PLEASANT HILL CA 94523-2230	
3 2023 Tesla Model 3	5YJ3E1EA7PF458846	PLEASANT HILL CA 94523-2230	TESLA MOTORS INC

<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	\$81.40	\$85.00	\$134.60
Property Damage Liability State Minimum \$5,000	\$25,000	\$85.60	\$79.00	\$135.90
Uninsured & Underinsured Motorists Each Person/Each Occurrence	\$30,000/\$60,000	\$21.60	\$20.90	\$31.20
Uninsured Motorists Property Damage	\$3,500	-	\$2.80	-
Comprehensive (Excluding Collision)	\$250 Ded	\$22.30	-	-
	\$500 Ded	-	-	\$42.40
Collision	\$500 Ded	\$129.40	-	-
	\$1,000 Ded/Waiver	-	-	\$589.60

<u>Coverages*</u>	<u>Limits and/or Deductibles</u>	<u>Vehicle 1</u>	<u>Vehicle 2</u>	<u>Vehicle 3</u>
Emergency Road Service	Full	\$11.00	-	-
	Liab	-	\$18.40	-
<b>Six Month Premium Per Vehicle</b>		<b>\$351.30</b>	<b>\$206.10</b>	<b>\$933.70</b>
<b>Total Six Month Premium</b>				<b>\$1,491.10</b>

\*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

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

### **Group Insurance Plan: Professional Group Insurance Plan**

**Contract Type:** A30CA

**Contract Amendments:** ALL VEHICLES - A30CA A54CA

**Unit Endorsements:** UE316C(VEH 3); A115(VEH 1,2); A426(VEH 2); A428(VEH 3)

**Class:** A-B-24MM - T (VEH 1); X-M-99MM - R (VEH 2); 0-M-19MF - Z (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](http://geico.com) or call 1-800-841-3000.
- No coverage is provided in Mexico.

### Important Policy Information

- 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](http://geico.com) if you have any questions.
- Congratulations! Your policy qualifies for the Professional Group Insurance Plan and includes a savings of \$360.90.
- For your protection, California law requires the following to appear on this form: "Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison."
- Confirmation of coverage has been sent to your lienholder and/or additional insured.
- 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](http://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](http://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	12,000	12,000
1996 Honda Civic LX	10,000	10,000
2023 Tesla Model 3	18,000	18,000



Hiscox Insurance Company Inc.

Policy Number: P100.242.701.5  
Named Insured: LIN ZHU DBA Happy Panda Kids  
Endorsement Number: 20  
Endorsement Effective: 05/02/2023

**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.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/25/2023

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> NUTMEG INS AGENCY INC/PHS 76210781 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	<b>CONTACT NAME:</b>		
	<b>PHONE (A/C, No, Ext):</b> (888) 925-3137	<b>FAX (A/C, No):</b>	
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Lin Zhu DBA Happy Panda Kids 12925 ALCOSTA BLVD SAN RAMON CA 94583	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC#</b>
	<b>INSURER A :</b> Hartford Casualty Insurance Company		29424
	<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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y.YYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
							GENERAL AGGREGATE	
							PRODUCTS - COMP/OP AGG	
	<b>AUTOMOBILE LIABILITY</b> <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)	
	<b>UMBRELLA LIAB EXCESS LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED:      RETENTION \$						EACH OCCURRENCE	
							AGGREGATE	
A	<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	76 WEG AL6MFJ	08/01/2023	08/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE -EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

**CERTIFICATE HOLDER**

Spring Education Group, Inc.,  
 and its affiliates  
 c/o IMA Certificate Compliance  
 1705 17TH ST STE 100  
 DENVER CO 80202-1260

**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

*Susan S. Castaneda*

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