

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 12th day of September, by and between the Mt. Diablo Unified School District (hereinafter "District") and Kristin Zellhart (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 \$ 60,000 <u>56,000</u> for Services	<u>509 - 6110 - 47 - 5800</u> \$ <u>16,000</u>
The basis of the fee for Services shall be as follow	<u>513 - 0930 - 36 - 5800</u> \$ <u>16,000</u>
a. \$ <u>40</u> per hour,	<u>519 - 5044 - 36 - 5800</u> \$ <u>24,000</u>
b. \$ _____ per day, or	BUDGET CODE(S)
c. \$ _____ 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 9/13/16. 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 # R94747

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: ① waive workers comp - no employees ② waive car insurance
accept attached coverage
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:

CA
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

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

CONTRACTOR

Name: Kristin Zellhart
Attn: _____
Address: 1921 Bonita Ave #3
Berkeley, CA 94704
Phone: 925-786-5702
Fax: _____
Tax ID #: _____

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

Kristin Zellhart

Name of Company/Organization or Independent Contractor/Consultant

By: _____
Signature of Principal/Budget Administrator Date

By: Kristin Zellhart
Signature of Contractor/Consultant Date

Title: _____
Print Name and Title

Title: Kristin Zellhart, Wellness Coordinator
Print Name and Title

Authorized and Approved by:

Chris Holleran 9/7/16
Superintendent or Designee Date

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

Chris Holleran 9/7/16
Originator's Signature Date
Chris Holleran Asst. Supt.
Print Name of Originator and Title

H.S. support
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

List of Services (Sept 2016-June 2017)

Collaboration with Food Services (10 hours/week)

- Work directly with the Food Service Director to support menu and recipe development for districtwide use
- Assist in updating the nutrikids database to better reflect the current menu and ingredients being used on menus throughout the district
- Support the Food Service Director as needed
- Engage students (starting at Mt. Diablo High School) to create a Pilot Student Advisory Committee to test recipes for future menus

4th Grade Culinary & Nutrition Education - Train-the-Trainer (10 hours/week)

Train-the-Trainer & Program Administration

- Assist in the launch of the 4th Grade nutrition and culinary education at two elementary schools (Meadow Homes & Cambridge)
- Train all staff who will be teaching the nutrition and culinary curriculum
- Monitor and assist in the implementation of the classes
- Conduct all assessments and gather data as outlined in the study requirements
- Document all lessons learned and best practices that can then be incorporated into the lesson materials for future schools

Sustainable Hospitality Pathway (15 hours/week)

Develop a blueprint of the pathway that can be replicated at other high schools

- Document all administrative requirements (forms, departments to go to, etc)
- Keep a list of contacts within the district & partnerships that are critical for program success
- Checklist - create a detailed list of what we did to get where we are (teacher certifications, budgets & funding)
- Develop and administer a simple pre-post survey that all students can take to measure the success/failures of the program
- Records - create system to keep weekly records of classroom activity/best practices
- Develop file system that can be shared with all staff within program & district

Final outcome - two year curriculum that meets CTE pathway standards and is replicable at other high schools

EXHIBIT B

Contractor REQUIRED to Complete

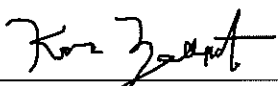
CRIMINAL BACKGROUND CHECK CERTIFICATION

Mt. Diablo Unified School District
Consultant/Independent Contractor Agreement - Criminal Background Check

Name of Independent Consultant/Contractor:	Kristin Zellhart
Services to be performed under the Agreement:	Food Services Support; SH Pathway Development; 4th grade nutrition/culinary pilot
Schools/Locations where services will be performed:	Meadow Homes Elementary; Cambridge Elementary; Food Services; Mt. Diablo High School
Total amount to be paid by the District under this Agreement:	\$ 60,000 ⁺ 56,000
Term of Agreement:	
<i>Check the applicable box(es) and fill in any blanks.</i>	
1	I certify that none of my employees, nor myself, will have more than limited contact (as defined by the District) with District students during the term of the Agreement. Therefore, we have not been fingerprinted.
2A	<input checked="" type="checkbox"/> If this box is checked, then Box 2B also applies and must be checked to indicate these employees have been fingerprinted. The following employees will have more than limited contact (as defined by the District) with District students during the term of the Agreement (attach and sign additional pages, as needed):
2B	<input checked="" type="checkbox"/> I certify that the employees noted in 2A above have been fingerprinted under procedures established by the California Department of Justice, and the results of those fingerprints reveal that none of these employees have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

Certification by Contractor/Consultant

"I certify 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."

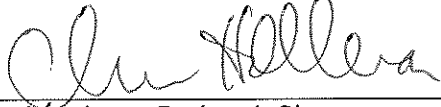


Independent Contractor/Consultant Signature

Kristin Zellhart **9/6/16**

Print Name Date

Independent Contractor/Consultant



Superintendent or Designee's Signature

Chris Holleran **9/7/16**

Print Name Date

Superintendent or Designee's Signature

R94747

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Kristin L. Zellhart

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Other (see Instructions) ▶ _____
 C Corporation
 S Corporation
 Partnership
 Trust/estate

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
1921 Bonita Ave #3

6 City, state, and ZIP code
Berkeley, CA 94704

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type
See Specific Instructions on page 2.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								

OR

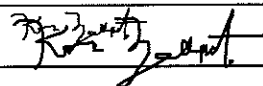
Employer identification number								

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

- Under penalties of perjury, I certify that:
- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
 - I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
 - I am a U.S. citizen or other U.S. person (defined below); and
 - The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶  Date ▶ 9/1/16

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/7/2016

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(les) 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).

PRODUCER Fidelity Insurance Service a member of United Valley 801 Allston Way Berkeley CA 94710	CONTACT NAME: Aliyyah Harvey PHONE (A/C, No, Ext): (510) 548-8200 FAX (A/C, No): (510) 548-6145 E-MAIL ADDRESS: aharvey@fidelityinsuranceservice.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Sentinel Insurance LTD</td> <td>11000</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Sentinel Insurance LTD	11000	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED Kristin Zellhart 1921 Bonita Ave Apt 3 Berkeley CA 94704																					

COVERAGES

CERTIFICATE NUMBER: CL169708099

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 GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		57SBMBR2958	9/7/2016	9/7/2017	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							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	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)

Certificate holder and its officers, officials, agents, employees, and volunteers are additional insured in regards to the operations of the insured per the attached endorsement.

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

Erik Holland/ERH

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Mt. Diablo Unified School District 1936 Carlotta Dr Concord, CA 94519	Mt. Diablo Unified School District its officers, officials, agents, employees, and volunteers.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section C. – 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" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/08/2016

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PRODUCER Hiscox Inc. d/b/a/ Hiscox Insurance Agency in CA 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007	FAX (A/C, No):	
	E-MAIL ADDRESS: contact@hiscox.com		
INSURED Kristin Zellhart 1921 Bonita Ave. #3 Berkeley CA 94704	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Hiscox Insurance Company Inc		10200
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

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
	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 \$ \$
	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) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <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				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			UDC-1814070-EO-16	09/08/2016	09/08/2017	Each Claim: \$ 1,000,000 Aggregate: \$ 1,000,000

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

CERTIFICATE HOLDER**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

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Endorsement 4

NAMED INSURED: Kristin Zellhart

E5000.1 Additional Insured

Page 1 of 1

In consideration of the premium charged, it is understood and agreed that the Policy is amended as follows:

1. In Clause VI. **DEFINITIONS**, paragraph V., "'You' or 'Your'," is amended to include the following at the end thereof:

You or Your shall also include the below listed "**ADDITIONAL INSURED(S)**," but only for the **Wrongful Acts** of those contemplated in paragraphs 1., 2. or 3. of the definition of "'You' or 'Your'":

ADDITIONAL INSURED(S)

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

All other terms and conditions remain unchanged.

Endorsement effective: September 08, 2016 Policy No.: UDC-1814070-EO-16
Endorsement No: 4

By : Carl Bach
(Appointed Representative)

DPL E5000 CW (01/10)

AT2 A-6854 A
ZELLHART, MARY M
150 GREAT NORTHERN PL
DANVILLE CA 94526-5011

AUTO RENEWAL

AMOUNT DUE: \$411.56

Payment is due by July 10, 2016

Your State Farm Agent

DENNIS CASAGRANDE

Office: 925-837-1204

Address: 801 SRV BLVD STE A

DANVILLE, CA 94526-4027

If you have a new or different car, have added any drivers, or have moved, please contact your agent.

Policy Number: 031 3336-A10-05D
Policy Period: July 10, 2016 to January 10, 2017

Vehicle:
2001 INFINITI I30

Principal Driver:
KRISTIN ZELLHART

CONVENIENT PAYMENT OPTION: You may use one of State Farm's alternate payment plans which divides your present premium into two separate payments. You may pay one half of the amount due, \$205.78, plus a handling charge of \$2.00. The amount due on JUL 10 2016 will be \$207.78. The remaining half will be due on SEP 08 2016. We'll send you a reminder notice.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

Policy Number: 031 3336-A10-05D
Prepared June 3, 2016
1004583

Page number 1 of 5

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↓ Please fold and tear here ↓

Power To Pay
Your Way



Online
PC or
mobile devices



Mobile
Download our
Pocket Agent App



Mail
Send us
a check



Call your Agent 925-837-1204
Automated line: 1-800-440-0998
Key code: 1678006927



Walk In
See your
State Farm Agent



Insured: ZELLHART, MARY M
Policy Number: 031 3336-A10-05D

Amount Due: \$411.56
Please pay by July 10, 2016
Make payment to State Farm

0209608014
Insurance Support Center
P.O. Box 680001
Dallas, TX 75368-0001



For Office Use Only

AUTO REN	\$411.56	0801
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1-A1 A 6854-FA5A
APP DT 08-19-2016 MUTL VOL

VEHICLE INFORMATION

Review your policy information carefully. If anything is incorrect, or if there are any changes, please let us know right away.

Vehicle Description	Vehicle Identification Number (VIN)	Who principally drives this vehicle?	How is this vehicle normally used? <i>National average: 12,000 miles driven annually per vehicle</i>
2001 INFINITI I30	JNKCA31A61T032646	KRISTIN ZELLHART, a single female, who will have 15 years of driving experience as of July 10, 2016.	To Work, School or Pleasure. Driven over 7,500 miles annually.

Other Household Vehicle(s)

Your premium may be influenced by other State Farm policies that currently insure the following vehicle(s) in your household:

2003 HONDA ACCORD
2007 AUDI A3
2011 FORD TRANSIT CO

With Drive Safe & Save™, mileage information from your vehicle is used to determine your discount. Your calculated annual mileage is 12,100.

Premium Adjustment

Each year, we review our medical payments and personal injury protection coverages claim experience to determine the vehicle safety discount that is applied to each make and

model. In addition, we review the comprehensive, collision, bodily injury and property damage claim experience annually to determine which makes and models have earned decreases or increases from State Farm's standard rates. If any changes result from our reviews, adjustments are reflected in the rates shown on this renewal notice.

DRIVER INFORMATION

Assigned Driver(s)

The following driver(s) are assigned to the vehicle(s) on this policy.

Name	Driving Experience as of July 10, 2016	Gender	Marital Status
KRISTIN ZELLHART	15 years	Female	Single

Other Household Driver(s)

In addition to the Principal Driver(s) and Assigned Driver(s), your premium may be influenced by the drivers shown below and other individuals permitted to drive your vehicle. This list does not extend or expand coverage beyond that contained in this automobile policy. The drivers listed below are the drivers reported to us that most frequently drive other vehicles in your household.

ERIC ZELLHART
MARY M ZELLHART

Principal Driver & Assigned Drivers

For each automobile, the **Principal Driver** is the individual who most frequently drives it. Each driver is designated as an **Assigned Driver** on the household automobile that he or she most frequently drives.

Your premium may be influenced by the information shown for these drivers.

COVERAGE AND LIMITS See your policy for an explanation of these coverages.

A	Liability	
	Bodily Injury 250,000/500,000	
	Property Damage 100,000	\$199.57
C	Medical Payments 10,000	\$15.38
D	Comprehensive	\$43.18
G	500 Deductible Collision	\$109.13
U	Uninsured Motor Vehicle	
	Bodily Injury 250,000/500,000	\$42.22
U1	Uninsured Motor Vehicle	
	Property Damage	\$2.08
Amount Due		\$411.56

If any coverage you carry is changed to give broader protection with no additional premium charge, we will give

you the broader protection without issuing a new policy, starting on the date we adopt the broader protection.

DISCOUNTS *These adjustments have already been applied to your premium.*

Multiple Line	✓
Multicar	✓
Vehicle Safety	✓
Driving Safety Record	✓
California Good Driver	✓
Loyalty	✓
Drive Safe & Save™	✓
Total Discounts	\$1,146.58

SURCHARGES AND DISCOUNTS

Driving Safety Record Rating Plan

Your driving safety record, along with other rating factors, determines what you pay for Liability, Medical Payments, Comprehensive, Collision, and Uninsured Motor Vehicle Coverages. Policyholders with no accidents and convictions pay less than those with accidents and convictions.

The Driving Safety Record Rate Level that is assigned to your policy moves up, down, or stays the same every policy renewal, depending upon your driving record. For every 12 months since the renewal following the occurrence of a chargeable accident or the conviction of a minor violation, the initial assigned Driver Record Level for that chargeable accident or conviction shall be lowered by 1 level. For each 12 month period since the conviction of a major violation, the initial assigned Driver Record Level for that conviction shall be lowered by 2 levels. The Rate Level is increased if there are subsequent chargeable accidents or convictions.

Definition of Chargeable Accidents

Chargeable accidents for new business are those which resulted in bodily injury or death or in payment(s) by an insurer due to damage to any property in the amount of

more than \$1000. For accidents occurring prior to December 11, 2011, an accident shall be chargeable provided it resulted in death or in payment(s) by an insurer due to damage to any property in the amount of more than \$750.

For applicants without prior insurance at the time of the accident, an accident shall be chargeable provided it resulted in damage to any property in the amount of more than \$1000 (more than \$750 if the accident occurred prior to December 11, 2011).

Chargeable accidents for renewal business are those which resulted in bodily injury or death or State Farm claim payments totaling more than \$1000 (more than \$750 for accidents occurring prior to December 11, 2011) under property damage liability coverage and collision coverage combined.

For more information about the rating plan, please contact your State Farm agent.

Driving Safety Record Rate Level 1

ADDITIONAL INFORMATION

If the above information is incomplete or inaccurate, or if you want to confirm the information we have in our records please contact your agent.

Endorsement 6128AC effective JUL 10 2016.

Transportation Network Company Driver Coverage is now available

If you use your personal car to provide rides for a Transportation Network Company (TNC), such as Uber or Lyft, you can now purchase a TNC Driver Coverage endorsement for your State Farm® Car Policy.

While logged on to a TNC digital network as a driver, you may only be provided limited coverage by the TNC insurance policy. And without this new endorsement, your State Farm Car Policy does not provide coverage to you while you are logged on as a TNC driver.

In the event of an accident, coverage provided for drivers by a TNC:

- May include a lower limit of liability coverage than your policy,
- May not include coverage for injuries to the driver,
- May not include adequate coverage for damages to the driver's personal car, and

- May not include emergency road service or rental reimbursement coverage.

The State Farm TNC Driver Coverage endorsement provides you and your resident relatives with the full Liability Coverage limits provided by your State Farm Car Policy while you are "available for hire" but not yet connected with or carrying a passenger. It also provides you and your resident relatives with Comprehensive, Collision, Medical Payments, Emergency Road Service, and Rental Reimbursement Coverages while you are engaged in TNC activity if you have these coverages on your Car Policy. ¹

If you drive for a TNC, please contact your State Farm agent to learn more about this optional coverage endorsement and to confirm your eligibility.

¹TNC activity consists of three periods of time:

1. While you are "available for hire" but not yet connected with a paying passenger (waiting for match),
2. When you have been connected with a paying passenger and are on the way to pick up that person (dispatched), and
3. While a paying passenger is occupying your car (transporting).

DISCLAIMER: This article provides only a general explanation of coverage provided by your State Farm car insurance policy and does not grant any insurance coverage. The terms and conditions of coverage are set forth in your State Farm Car Policy Booklet, the most recently issued Declarations Page, and any applicable endorsements.

Rates adjusted for auto insurance in California

Auto insurance rates for California customers have been adjusted to better reflect changing claim costs. Overall, most customers will see an increase in their premium. The amount your premium may have changed depends on many factors, including:

- your driving record
- number of miles driven annually
- number of years of driving experience
- how the car is used
- who drives the car
- the kind of car you drive
- the coverages you have
- where you live

Any premium adjustment is reflected on your enclosed billing notice. If you have any questions, please contact your State Farm agent.

Buying a new car? Remember to contact your agent!

When you buy an additional car or one that replaces a car already on your policy, you need to report the change to your agent **promptly**. Even though the dealership you purchased the car from may offer to notify your agent or insurance company, you, as the named insured, are responsible for reporting all changes to your auto policy. By contacting your agent, you can help:

- avoid any complications or lack of coverage in the event of an accident or loss,
- avoid insurance verification problems with a lienholder, the police, or the department of motor vehicles, and
- ensure that you receive any new discounts you may be entitled to.

Your current State Farm policy automatically provides certain coverages for a new or replacement car for up to a specified, limited number of days after you take possession of the car. Please refer to your policy for the number of days that applies in your state.

If you have any questions about coverage for a newly acquired car, please contact your State Farm agent.

Disclaimer: This message is provided for informational purposes only and does not grant any insurance coverage. The terms and conditions of coverage are set forth in your State Farm Car Policy booklet, the most recently issued Declarations Page, and any applicable endorsements.