

**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 16th day of June, 2022, by and between the Mt. Diablo Unified School District (hereinafter "District") and Life Lab Science Program (hereinafter "Contractor").

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

1. Performance of Services

- (a) Contractor agrees to perform the services described on Exhibit "A" (hereinafter "Services") on page 5 of this Agreement as an independent contractor. Contractor will determine the means, manner, method, and details of performing the Services. Contractor shall be responsible for providing the materials, tools and transportation necessary for the performance of the services. Contractor may, at Contractor's own expense, use non-District employees to perform the Services under this Agreement. Subcontractors may be used only with the written approval of the District.
- (b) Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of the District. Contractor shall be solely responsible for the professional performance of the services, and shall receive no assistance, direction, or control from District. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.

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

Not to exceed \$ 366,000.00 for Services.

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

a. \$ \_\_\_\_\_ per hour,      b. \$ \_\_\_\_\_ per day, or      c. \$ 366,000.00 per engagement.

<u>01</u>	<u>_ 9010</u>	<u>_ 1110</u>	<u>_ 1000</u>	<u>_ 39350</u>	<u>_ 000</u>	<u>_ 114</u>	<u>_ 114</u>	<u>_ 5800</u>	\$ <u>17,500.00</u>
<u>01</u>	<u>_ 4127</u>	<u>_ 0000</u>	<u>_ 2100</u>	<u>_ 31480</u>	<u>_ 000</u>	<u>_ 513</u>	<u>_ 019</u>	<u>_ 5800</u>	\$ <u>43,488.00</u>
<u>01</u>	<u>_ 3010</u>	<u>_ 0000</u>	<u>_ 2100</u>	<u>_ 30700</u>	<u>_ 000</u>	<u>_ 513</u>	<u>_ 019</u>	<u>_ 5800</u>	\$ <u>16,000.00</u>

BUDGET CODE(S)

**Check One:**

- Partial Payments: Contractor shall invoice District on a monthly basis or as agreed to for all hours worked pursuant to this Agreement.
- Partial Payments: District shall make a payment per schedule detailed in Exhibit A. District Administrator will verify invoice indicating that all required services have been performed by each timeline.
- Payment in Full: Contractor shall invoice District on completion of services. District Administrator will verify invoice indicating that all required services have been performed.

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

3. Term and Termination. This Agreement will become effective on \_\_\_\_\_ . 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

R 129929

	A	B	C	D
	Amount	Budget Code	Funding Source	Schools/Amounts
1				
2	17,500	01 9010 1110 1000 39350000 114 114 5800	PFC	Bancroft 16,500 - Bancroft 20,634 - MDE 11,354 - Pleasant Hill EI
3	48,488	01 4127 0000 2100 31480000 513 019 5800	Title IV	2,000 - Fair Oaks 10,000 - Rio Vista 2,000 - Sun Terrace 2,000 - Wren Ave
4	16,000	01 3010 0000 2100 30700000 513 019 5800	Title I	16,315 - Gregory Gardens 16,315 - El Monte 16,315 - Fair Oaks 16,315 - Rio Vista 16,315 - Sun Terrace 16,315 - Wren Ave
5	97,890	01 7425 1110 1000 34250000 502 004 5800	ELO	Riverview
6	23,895	01 7810 1110 1000 38120000 273 004 5800	CDFA	Riverview
7	1,000	01 9010 1110 1000 36240000 273 004 5800	Whole Kids Grant	Rio Vista
8	1,500	01 9010 1110 1000 36240000 174 174 5800	Whole Kids Grant	Oak Grove
9	20,000	01 3182 1110 1000 32820000 260 260 5800	CSI	El Monte
10	10,000	01 3182 1110 1000 32820000 132 132 5800	CSI	El Monte
11	1,000	01 9010 1110 1000 39350000 132 132 5800	PTA	Gregory Gardens
12	5,000	01 9010 1110 1000 39350000 140 140 5800	PTA	Gregory Gardens
13	2,500	01 9010 1110 1000 43010000 140 140 5800	Site Funds	Mt. Diablo Elem
14	15,090	01 9010 1110 1000 39350000 154 154 5800	PFC	Pleasant Hill EI
15	15,195	01 9010 1110 1000 39350000 168 168 5800	PTA	Silverwood
16	-10,000	Check sent to Life Lab	Emerson Grant	
17	3,925.62	01 9010 1110 1000 36240000 273 004 5800	Mt. Diablo Resource Recovery Donation	Riverview 6,379 - Bancroft 6,379 - Silverwood 6,379 - El Monte 6,379 - Fair Oaks 6,379 - Gregory Gardens 6,379 - Mt. Diablo EI 6,379 - Pleasant Hill EI 6,379 - Rio Vista 6,379 - Sun Terrace 6,379 - Wren Ave 6,382 - Riverview
18				
19	76,552	01 3213 1110 1000 32130000 XXXX 004 5800	Project Coordination (per site)	
20	<b>Total \$355,535.62</b>			
21				

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

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

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

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

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

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

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

Coverage shall be at least as broad as:

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

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

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

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

**Additional Insured Status**

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

**Primary Coverage**

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

**Notice of Cancellation**

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

**INSURANCE REQUIREMENTS**

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

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

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

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

\_\_\_\_\_  
Superintendent or  
his designee

\_\_\_\_\_  
General Counsel

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

Purchase Requisition # R129929

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

DISTRICT

CONTRACTOR

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

Bus. Name: Life Lab Science Program  
Attn: Don Burgett  
Address: 1156 High Street  
Santa Cruz, CA 95064  
Phone: 831-459-2001  
Fax: \_\_\_\_\_  
Email: don@lifelab.org  
Tax ID #: 94-2778848

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

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

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

MT. DIABLO UNIFIED SCHOOL DISTRICT  
By: Dawn Edwards <sup>for</sup> Sen  
Signature of Principal/Budget Administrator Date 6/16/22  
Title: Jennifer Sachs, Chief of Ed. Services  
Print Name and Title

Life Lab Science Program  
Name of Company/Organization or Independent Contractor/Consultant  
By: Don Burgett 6/16/2022  
Signature of Contractor/Consultant Date  
Title: Don Burgett, Co-Executive Director  
Print Name and Title

Purchase Requisition # R129929

Authorized and Approved by:

Jennifer Sachs 8/8/22  
Superintendent/Designee Date

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

Dawn Edwards for Jen 6/16/22 Educational Services  
Originator's Signature Date Site/Department Originating this Contract

Jennifer Sachs, Chief of Educational Services

Print Name of Originator and Title

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

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

*Distribution*  
original: Purchasing with Purchase Order  
copy: Contractor  
copy: Accounts Payable/Fiscal  
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 (NOTE THAT ALL PAYMENTS ARE GENERATED FROM AN INVOICE).**

#### SCOPE of WORK for Independent Services Contract between MDUSD and Life Lab

On behalf of Growing Healthy Kids, Life Lab will employ a garden and nutrition educator for all TK-5th grade students at the following 10 elementary school sites: Bancroft, El Monte, Fair Oaks, Gregory Gardens, Mt Diablo Elementary, Pleasant Hill Elementary, Rio Vista, Silverwood, Sun Terrace and Wren Ave. One gardener will be employed to provide garden maintenance at Mt Diablo Elementary, and for special Growing Healthy Kids planting projects district wide. One ecological designer will be employed at Rio Vista Elementary to implement the Rio Vista food forest. Life Lab, Growing Healthy Kids will employ one Program Director to develop, implement, supervise, and evaluate all garden and nutrition education programs and farm to school grant activities at the elementary and middle school levels. All program activities will take place in partnership with key MDUSD district directors, CARES ASP, the garden educator team, grant and community partners.

Life Lab, Growing Healthy Kids, will employ up to two garden and nutrition educators to teach all 6th and 7th grade students at Oak Grove Middle School. As stated in the MDUSD CDFA Farm to School Incubator grant, Life Lab, Growing Healthy Kids, will employ one field trip educator and one field trip assistant to execute culturally relevant garden education field trips for MDUSD elementary schools at the Riverview Middle School Garden, with a focus on Bay Point and Title 1 school elementary school sites.

Life Lab, Growing Healthy Kids Program Director will plan, implement, evaluate, and report on all grant activities outlined in the MDUSD USDA Implementation Grant and MDUSD CDFA Farm to School Incubator grants, Whole Kids Foundation Grants, and other grants, as well as measuring overall garden and nutrition education impact.

The foregoing Scope of Work may be subject to expansion, by amendment, if other grant applications that are pending and/or are in progress, are subsequently awarded.

#### Program Description

Implement garden and nutrition education lessons aligned with NGSS, Common Core and CA Health Standards during the school day at 10 elementary sites and 1 middle school site and maintain outdoor learning gardens and spaces at participating garden education schools. Plan, implement and report all grant activities outlined in the MDUSD CDFA Farm to School Incubator grant, including field trip curriculum development, garden education field trips for MDUSD elementary students at the Riverview Middle School Garden through March 2023, community plant giveaways, and Riverview Middle School garden infrastructure improvements. Plan, implement and report all grant activities outlined in the MDUSD USDA Implementation Grant, in collaboration with MDUSD Ed Services and MDUSD Food and Nutrition Services, including Growing Healthy Kids Workshops 2-3 times a year, 4th grade field trips to the cafeteria for all MDUSD 4th grade students, an annual Open School Gardens Showcase, garden education professional development for MDUSD staff and developing signage for all school gardens and elementary school cafeterias. Implement a food forest at Rio Vista Elementary using Whole Kids Foundation grant funds. Provide training and consultation for any MDUSD elementary or middle school sites seeking outdoor education curriculum or outdoor classroom development.

## EXHIBIT "B"

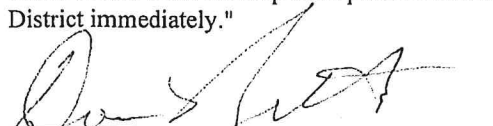
### *Contractor REQUIRED to Complete*

## FINGERPRINTING AND CRIMINAL BACKGROUND CHECK CERTIFICATION

Name of Contractor:	Life Lab Science Program
Services to be performed under the Agreement:	
School(s) and Specific Location(s) where services will be performed:	Bancroft, Silverwood, El Monte, Fair Oaks, Gregory Gardens, Mt. Diablo, Pleasant Hill, Rio Vista, Sun Terrace, and Wren Ave Elementary Schools and Oak Grove and Riverview Middle Schools.
Term of Agreement:	July 1, 2022 through June 30, 2023
<b><i>Check the applicable box(es) and fill in any blanks.</i></b>	
1	<input type="checkbox"/> <p>The Contractor hereby certifies that it has completed the criminal background check requirements of Education Code (EC) section 45125.1 and that none of its employees that may come into contact with District students have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c). The following employees have successfully completed fingerprinting and criminal check clearance in accordance to law: (attach and sign additional pages, as needed)</p>
2	<input type="checkbox"/> <p>The Contractor hereby certifies that its employees/subcontractors will have NO CONTACT with pupils. (No school-site services will be provided.)</p>
3	<input checked="" type="checkbox"/> <p>The Contractor hereby certifies it qualifies for a waiver of the Department of Justice (DOJ) fingerprint and criminal background investigation for the following reason: Contractor and its employees/subcontractors will have LIMITED CONTACT with pupils. (Attach and sign additional page(s) with information about length of time on school grounds, proximity of work area to pupil areas; whether Contractor/its employees will be working by themselves or with others, whether Contractor will be under continued monitoring/surveillance by a District employee (provide name and title of District employee) and any other factors that substantiate limited contact.) [EC 45125.1 (c)]</p>

Certification by Contractor

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

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

Don Burgett, Co-Executive Director 6/16/22

Print Name Date





R129929

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/15/2022

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) 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> Bedell & Nelson Harbert P.O. Box 1295 Santa Cruz, California 95061	Phone: (831)426-3700 Fax: (831)459-9594	<b>CONTACT NAME:</b> Luci Gray <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b> luci@bnhins.com <b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> LIFE LAB SCIENCE PROGRAM UCSC, 1156 HIGH STREET SANTA CRUZ, CA 95064	<b>INSURER A:</b> Alliance Of Nonprofits For Insurance, Risk Retention Gr... 10023	
	<b>INSURER B:</b> State Compensation Insurance Fund Of California 35076	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

### COVERAGES

CERTIFICATE NUMBER: 166

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"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	2021-00537	9/2/2021	9/2/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Agg /Occ \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		2021-00537	9/2/2021	9/2/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<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 <input type="checkbox"/> N/A	9096712-22 Proof of Insurance	4/19/2022	4/19/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<b>Improper Sexual Conduct/Abuse/Molestation</b>		2021-00537	9/2/2021	9/2/2022	General Aggregate 1,000,000 Each Claim Limit 1,000,000

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

Purchase Requisition R126144 ... 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. The 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. Form CG2026 is attached, herewith.

### CERTIFICATE HOLDER

### CANCELLATION

MT. DIABLO UNIFIED SCHOOL DISTRICT 1936 CARLOTTA DRIVE CONCORD, CA 94519	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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R1299 29

POLICY NUMBER: 2021-00537  
Named Insured: Life Lab Science Program

COMMERCIAL GENERAL LIABILITY  
CG 20 26 12 19

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):

Mt. Diablo Unified School District, its officers, officials, employees, and volunteers

Contractual Agreement

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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## ISC information

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**Don Burgett** <don@lifelab.org>

Wed, Jun 15, 2022 at 3:17 PM

To: Louise Neville <neville@mdusd.org>

Cc: Jennifer Sachs <sachs@mdusd.org>, Laney Cline King <laneycline@gmail.com>

Thank you, Louise and Jen. Two questions:

- 1) Do you need information from me for completing the contract, or is that already done now and in the board packet?
- 2) Life Lab is in the process of increasing our liability coverages to 2M/4M general liability and 3M/5M for Improper Sexual Conduct (as required by UC Santa Cruz now). I will send you this hour an updated Certificate of Insurance for our current coverages but they won't yet reflect those increases, as we are not finished binding those changes with the insurers yet. We will have those in place this month, so before the July 1 start to our proposed contract. May I send you a letter from Judit and me that states this, for inclusion with our current COI, in order to complete the information packet for the board today?

I understand that we need to do this now so the packet materials can be uploaded by 4pm!

-- Don



**Don Burgett**  
*Co-Executive Director*  
*He/Him/His*  
(831)854-8131  
[don@lifelab.org](mailto:don@lifelab.org)

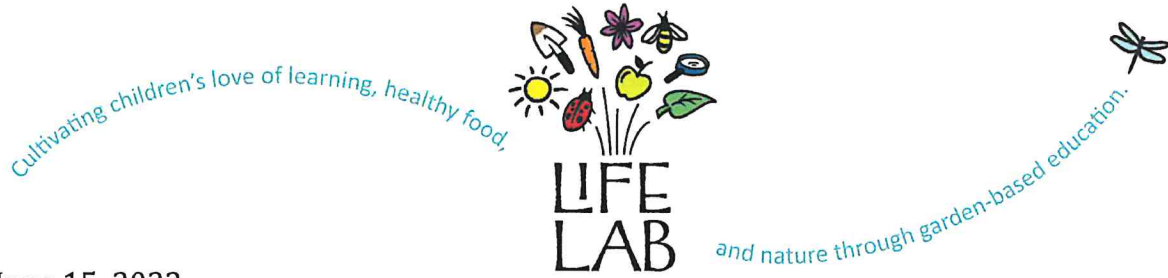


*Life Lab cultivates children's love of learning, healthy food, and nature through garden-based education.*

[www.lifelab.org](http://www.lifelab.org)

Life Lab is an independent 501(c)(3) nonprofit organization with locations in Santa Cruz and Watsonville, California. Federal tax ID # 94-2778848.

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June 15, 2022

Jennifer Sachs  
Chief of Educational Services  
Mt. Diablo Unified School District  
1936 Carlotta Drive  
Concord, California 94519

Dear Jennifer,

Life Lab is in the process of increasing our liability insurance coverages to \$2M/\$4M for our general liability and \$3M/\$5M for Improper Sexual Conduct (as required by UC Santa Cruz now). We have included for your contracting review and approval process an updated Certificate of Insurance for our current coverages, which do not yet reflect these increases. We will bind these increased policies with the insurers this month, ahead of the the July 1 start to our proposed contract with MDUSD and will be happy to send you an updated certificate of insurance reflecting that before July 1.

Please feel free to reach out to us at (831) 854-8131 (Don's cell) or at [don@lifelab.org](mailto:don@lifelab.org) to discuss any aspect of these coverages.

With excitement for the future of garden-based learning programs in MDUSD,

  
Don Burgett  
Co-Executive Director

  
Judit Camacho  
Co-Executive Director