



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 4th day of April, 2024, by and between the Mt. Diablo Unified School District (hereinafter "District") and Growing Healthy Kids hereinafter "Contractor").

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 \$ 894,399.00**.
The basis of the fee for Services shall be as follows:

District staff to check the applicable box.

\$ _____ per hour \$ _____ per day \$ 894,399.00 per engagement

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

- (a) _____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ \$ _____
- (b) _____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ \$ _____
- (c) _____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ \$ _____

School Site	Amount	Funding Source	District Amount-ELOP Funding Source
Ayers	\$7,173.00	LCFF	\$21,518.00
Bancroft	Paid to GHK	PFC	\$29,612.00
Cambridge	\$12,755.00	LCFF	\$21,518.00
El Monte	\$9,964.00	Title I	\$21,518.00
Fair Oaks	\$5,482.00	LCFF	\$16,445.00
Gregory Gardens	Paid to GHK	PTA	\$20,720.00
Monte Gardens	\$8,389.00	LCFF	\$25,166.00
Mt. Diablo Elem	Paid to GHK	PFC	\$29,612.00
Mountain View	\$6,432.00	LCFF	\$19,295.00
Pleasant Hill Elem	Paid to GHK	PTA	\$26,676.00
Rio Vista	\$20,000.00	LCFF	\$22,943.00
Sequoia Elem	Paid to GHK	SPA	\$26,676.00
Shore Acres	\$7,173.00	LCFF	\$21,518.00
Silverwood	Paid to GHK	PTA	\$23,741.00
Strandwood	Paid to GHK	PTA	\$23,741.00
Sun Terrace	\$6,432.00	LCFF	\$19,295.00
Valhalla	Paid to GHK	VPFA	\$29,612.00
Valle Verde	Paid to GHK	PTA	\$20,093.00
Wren Ave	\$6,432.00	LCFF	\$19,295.00
Sub Total	\$90,232.00		\$438,994.00
Field Trip Program - Riverview MS Garden educators x 2	\$28,764.00		
CDFA Field Trip Materials	\$11,000.00		
Sub Total	\$39,764.00		
Project Direction Director			\$86,624.00
Project Direction Director			\$86,624.00
Career Pathways			\$10,400.00
Career Pathways Materials & Supplies			\$500.00
Executive Assistant/Community Outreach			\$34,000.00
Program Manager/Education Director			\$47,000.00
School Garden Infrastructure & Installation			\$10,000.00
Driver			\$5,000.00
Indirect Costs			\$45,261.00
Sub Total			\$325,409.00
MDUSD	\$764,403.00		
Sites	\$90,232.00		
CDFA	\$39,764.00		
Total	\$894,399.00		

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 July 1, 2024. 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.

INSURANCE REQUIREMENTS			
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: Growing Healthy Kids
 Attn: Laney Cline King
 Address 1329 El Camino Drive
 City/State/Zip Clayton, CA 94517
 Phone: 415-341-4903
 Fax: _____
 Email: laneycline@gmail.com
 Tax ID #: 99-2329480

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



Growing Healthy Kids
Name of Company, Organization or Independent Contractor/Consultant

By: _____
Signature of Principal/Budget Administrator

Date

By: *Laney Cline King*
Signature of Contractor/Consultant

4/15/24
Date

Title: **Jennifer Sachs, Chief of Ed. Services**
Print Name and Title

Title: **Laney Cline King, Co-Executive Director**
Print Name and Title

By: _____
Signature of District Administrator (if applicable) Date

Title: _____
Print Name and Title

THIS AGREEMENT IS AUTHORIZED AND APPROVED:

By: _____
Signature of Superintendent or Designee Date

Title: **Adam Clark, Superintendent**
Print Name and Title

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



By: *Jennifer Sachs* 4/16/24
Signature of Originator Date

Title: **Jennifer Sachs, Chief of Ed. Services**
Print Name and Title
Educational Services
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.)

Program Description:

The contract with Growing Healthy Kids will support the implementation of garden and nutrition education lessons aligned with NGSS, Common Core and CA Health Standards during the school day at 19 elementary sites and maintain outdoor learning gardens and spaces at participating garden education schools. Partnering with Mt. Diablo Unified, Growing Healthy Kids staff will plan, implement, and report all grant activities outlined in the 2022 MDUSD CDFA Farm to School Education and Procurement grant, including garden education field trips for MDUSD elementary students at the Riverview Middle School Garden through March 2025, community plant giveaways, Riverview Middle School garden infrastructure improvements, procurement partnerships with 3 ultra-local farms, and implement a food forest at Rio Vista Elementary. Growing Healthy Kids staff will provide training and consultation for any MDUSD school sites seeking outdoor education curriculum or outdoor classroom development and provide training and internships opportunities in partnership with MDUSD Career Pathways.



Growing Healthy Kids: 2023-2024 Year In Review

Growing Healthy Kids is proud to continue MDUSD's longtime commitment to fostering engaging and transformative learning experiences in school gardens. In 2023-2024, Growing Healthy Kids provided nearly 11,000 MDUSD students at 24 schools with garden education lessons, training, and workshops.

GHK served 8402 students in daytime garden and nutrition lessons via the NGSS in the Garden program throughout the year at 17 schools, including Bancroft, Cambridge, El Monte, Fair Oaks, Gregory Gardens, Monte Gardens, Mt Diablo El, Mountain View, PHE, Rio Vista, Sequoia El, Shore Acres, Silverwood, Sun Terrace, Valhalla, Valle Verde, and Wren Ave. GHK currently has 22 staff members (17 garden educators, 3 very part time support staff that split garden maintenance and supply procurement duties with garden educators, and 2 administrators). All but one garden educator are returning to teach for GHK next year. Cambridge added a garden education program this Spring at the request of their administrator Joanne Wathen and GHK looks forward to Ayers and Strandwood joining the program for the 2024-25 school year. As of next year, GHK will be serving 65% of MDUSD elementary schools with its NGSS in the Garden program.

CDFA funded 65 field trips to the 2.25-acre showcase permaculture garden at Riverview Middle School this school year, serving a total of 1750 MDUSD students and helping to train their teachers in outdoor classroom management. These trips continue to provide an opportunity for students from Title 1 elementary schools to engage in an ultra local garden education experience free of charge. GHK is particularly proud of this program, as it cultivates an inclusive environment for students, teachers and community to learn about diverse cultures in connection with nature-based education. In addition to the Title I schools listed above, RMS field trips served students from Bel Air, Holbrook, Delta View, and Ygnacio Valley Elementary this year.

GHK continued to partner with MDUSD Food Services, both through the CDFA grant, which funded procurement of organic produce from climate smart local micro-farms and also through modified field trips to the cafeteria, where 4th grade students from Shore Acres and Mountain View helped food service staff prep vegetables for Friday menu items. GHK and MDUSD Food Services continue to look for ways to increase produce consumption by getting students engaged in the school kitchens, as well as in the gardens. The modifications made this year have created meaningful learning experiences for students in the cafeterias in a sustainable way, without the need for extra grant funds.

Growing Healthy Kids' first major school greening project, the GHK Treecoverry Grant, came to a close in December 2023. Through this CalFire grant, which began in 2021 and continued for two years, 97 trees were planted at Rio Vista Elementary and Riverview Middle in Bay Point. Over 200 volunteers helped to plant trees over 3 major workdays. These volunteers included students of all ages including those from 7 MDUSD high schools, parents, family and community members, teachers, site administrators, MDUSD maintenance staff, District administrators, and school board trustees. Thanks to MDUSD's insights into the historical vandalism and with careful planning, we have had no trouble with vandalism of planted trees except for one in the Riverview quad.

Over 100 MDUSD high school students took part in the tree plantings at Rio Vista and many of these students made school greening the focus of their “If I Could Change the World” project. Since November 2023, GHK has maintained this involvement with MDUSD high school students, who have been helping with monthly workdays in the Rio Vista Food Forest - sometimes in exchange for service hours and often just because they are highly engaged in the sustainability work.

The GHK partnership with MDUSD Career Pathways expanded this year. Concord Construction Academy high school students finished building root view boxes for all GHK gardens and installed 3 of them during field trips to elementary sites. The HS students came in groups of 7 at a time and taught 4th graders at El Monte, Monte Gardens and Mountain View how they built the boxes before installing them together. In 2023-24, GHK increased the number of field trips for Ygnacio Valley Education Academy students from 3 to 6. This enabled juniors to practice teaching science and nutrition lessons over the course of 4 GHK training sessions at YVHS and to each engage in 2 field trips at different elementary garden education sites.

GHK piloted one family/community education workshop in the fall of 2023 and began more targeted site nutrition education workshops this Spring. We are making a concerted effort to educate parents and caregivers about important nutrition issues like sugar consumption so that families can reinforce healthy habits at home.

Additional program highlights include GHK’s ongoing close partnership with MDUSD M&O to continue making improvements to school gardens so they can be used as outdoor classrooms for students. This included making the Monte Gardens school garden space wheelchair accessible this fall, a critical improvement for the 7 students who use wheelchairs at that school. GHK added comprehensive drip irrigation systems to 3 more schools this year, so 75% of GHK gardens are now fully automated with water efficient irrigation. The GHK garden educator at Sequoia Elementary led and supported 10 student designed murals and garden installations on their campus this year, integrating the International Baccalaureate learner profiles and practices in the design process.

In addition to continuing all these GHK programs and adding two additional NGSS in the Garden sites next year, GHK’s 2024-2025 plans include continuing free garden education field trips for Title 1 schools, building out the Rio Vista Community Food Forest, improving ADA accessibility in all school garden spaces, working with the Enrichment & Support teachers to link MDUSD’s adopted NGSS and other curriculum to outdoor lessons, working with SDC teachers to improve and refine garden lessons and activities for their students, and adding Spanish and Farsi translations of GHK signs, worksheets and other curriculum to aid English Language Learner students and families.

“The Growing Healthy Kids Garden Education program has been an overwhelming success for my high school juniors, each of whom are members of a Career Technical Education program that prepares them for careers in teaching. My students learn the craft of teaching in real-world settings, with real elementary school students. My favorite part of each Garden Ed experience is at the end of the day when, invariably, the elementary students run to my high school students to thank them, and hug them, and brag about how they are going to go home and tell their families about the wonderful

experience they've just had. It brings a smile to everyone's faces, and my high school students get the satisfaction of knowing that they've accomplished something meaningful. This program teaches students, at every grade level, about gardening, healthy eating habits, and sustainability practices. The GHK staff is an amazing group of knowledgeable, supportive, and hard-working individuals, and we as a program could not be more happy with our participation in this endeavor."

Thatcher Palmer, CTE Program Coordinator
Careers in Education Academy
Ygnacio Valley High School



EXHIBIT B
FINGERPRINTING AND CRIMINAL BACKGROUND CHECK CERTIFICATION
(Contractor REQUIRED to complete.)

One of the boxes below **must** be checked, and an executed copy of this form must be attached to the Independent Contractor Agreement (“Agreement”). Contractor certifies that:

- Contractor’s employees or subcontractors will have CONTACT or interaction with District pupils outside of the immediate supervision and control of the pupil’s parent or guardian or a school employee. *Contractor certifies that it has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Contractor’s employees, subcontractors, agents, and subcontractors’ employees or agents regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1.*

List, or attach, all employee(s) names that have successfully completed the fingerprinting and criminal background check clearance in accordance with law:

--OR--

- Contractor’s employees or subcontractors will have NO CONTACT or interaction with District pupils outside of the immediate supervision and control of the pupil’s parent or guardian or a school employee. Accordingly, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor’s services under this Agreement.

WHEN CONTRACTOR PERFORMS A CRIMINAL BACKGROUND CHECK, IT SHALL IMMEDIATELY PROVIDE ANY SUBSEQUENT ARREST AND CONVICTION INFORMATION IT RECEIVES TO ANY LOCAL EDUCATIONAL AGENCY THAT IT IS CONTRACTING WITH PURSUANT TO THE SUBSEQUENT ARREST SERVICE.

Megan’s Law (Sex Offenders). Contractor shall verify and continue to verify that the employees of Contractor that will be on the project site and the employees of the subcontractor(s) that will be on the project site are **not** listed on California’s “Megan’s Law” Website (<http://www.meganslaw.ca.gov/>).

MUST BE COMPLETED BY CONTRACTOR’S AUTHORIZED REPRESENTATIVE:

By signing below I certify under penalty of perjury that the information contained on this certification form and attached employee list(s) is accurate. I understand that it is the Contractor’s sole responsibility to maintain, update, and provide the District with current “Fingerprint and Criminal Background Check Certification,” along with the employee list, throughout the duration of Contractor provided services.

CONTRACTOR

By: Laney Cline King

Name: Laney Cline King

Title: Growing Healthy Kids Co-Executive Director

Date: 4/15/24

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 Data¹ 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.

¹ “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.

