

Board Office Use: Legislative File Info.	
File ID Number	19-1949
Introduction Date	10/23/19
Enactment Number	19-1584
Enactment Date	10/23/19 os



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education
From Kyla Johnson-Trammell, Superintendent
 Ali Metzler, Community School Leadership Coordinator

Board Meeting Date October 23, 2019

Subject Memorandum of Understanding

Contractor: Mad Science of Mt. Diablo
 Services For: Community Partnerships, Community Schools and Student Services
 Department

Action Requested and Recommendation

Approval by the Board of Education of Memorandum of Understanding between the District and Mad Science of Mt. Diablo, Concord, CA, for the latter to provide a hands on science program introducing science concepts through a combination of interactive experiments, unique demonstrations and innovative hands on projects, at Montclair elementary school, for the period of September 1, 2019 through August 31, 2022, at no cost to the District.

Background

(Why do we need these services? Why have you selected this vendor?)

After-school enrichment offerings are needed. Program's mission is to spark imaginative learning through educational, entertaining and exciting activities that instill a clear understanding of what science is really about and how it affects the world around us.

The following are the costs to parents or students (if applicable):
 \$18 per child, per class meeting

Competitively Bid

Was this contract competitively bid? No. Exception: No cost to OUSD for services.

Fiscal Impact

Funding resource(s): No fiscal impact

Attachments

- Memorandum of Understanding

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**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools, Thriving Students

MEMORANDUM OF UNDERSTANDING (NO COST) 2019-2020

This MEMORANDUM OF UNDERSTANDING (MOU) is entered into between Oakland Unified School District (OUSD) and Mad Science of Mt. Diablo (CONTRACTOR)

and. The CONTRACTOR's services or program described in this MOU will be provided at no cost to OUSD (or students or parents unless otherwise agreed upon by both parties).

The parties agree as follows:

1. **Site Name(s):** Unless otherwise further agreed to in writing by the parties, the School Sites governed by this MOU are the following (attach separate document if more space is needed):
Montclair Elementary School

2. **Services:** CONTRACTOR shall provide the services ("Services" or "Work") as described in Exhibit "A," attached hereto and incorporated herein by reference.
3. **Term:** The term of this MOU shall be from 09/01/2019 to 08/31/2022, not to exceed three years from the start date.
[mm/dd/yyyy] [mm/dd/yyyy]
4. **Compensation:** CONTRACTOR's services or program described in this MOU will be provided at no cost to OUSD. The following are all costs to parents or students (if applicable):
\$18 per child/per class meeting

5. **CONTRACTOR Qualifications / Performance of Services:**
 1. **CONTRACTOR Qualifications:** CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services identified in this MOU in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply. A description of CONTRACTOR'S organization with evidence of relevant experience is attached as Exhibit "B": Statement of Qualifications.
 2. **Expectations or Goals of Program's Services:** The following checked items are in agreement with CONTRACTOR'S program's services:
 - Develop student's social health/skills
 - Develop student's emotional health
 - Develop student's physical health
 - Develop student's cognitive and academic skills
 - Create equitable opportunities for learning
 - Ensure, maintain, or support high quality and effective instruction
 - Prepare students for success in college and careers
 - Help ensure, create, and/or sustain safe, healthy and supportive schools
 - Help create full service community schools in OUSD
 - Increase graduation rates
 - Other: _____

Memorandum of Understanding (No Cost)

6. **Notices:** Any notice provided for in this MOU shall be in writing and effective upon receipt at the address set forth below in this section, delivered by any of the following means: personal delivery; certified mail, return receipt requested; or electronic mail. Either party may change the addresses below by giving notice of such change pursuant to this section.

DISTRICT:

Contact: Marion McWilliams
Title: General Counsel
Address: Office of the General Counsel
1000 Broadway, Suite 680
Oakland, CA 94607
Phone: 510-879-8535
Fax: 510-879-4046
Email: marion.mcwilliams@ousd.org

CONTRACTOR:

Contact: Ghazale Goldooz
Title: President
Address: 1341 Galaxy Way Ste.E
Phone: 925-687-1900
E-mail: ghazale@madsciencemd.com

OUSD Sponsoring Department: Community Schools & Student Services

7. **Status of Contractor:** This is not an employment contract. CONTRACTOR, in the performance of this MOU, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.

8. **Insurance:**

Unless specifically waived by OUSD, the following insurance is required:

1. If CONTRACTOR employs any person to perform work in connection with this MOU, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.
2. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage, with limits of at least One Million Dollars (\$1,000,000) per occurrence for corporal punishment, sexual misconduct, harassment, bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of the MOU (and within 15 days of each new policy year thereafter during the term of this MOU). Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.
3. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

OR

CONTRACTOR is not required to maintain any insurance under this MOU. (Completed and approved Waiver of Insurance Form is required from OUSD's Risk Management.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

9. **Communication:** CONTRACTOR agrees to communicate with School(s) and OUSD staff, both formally and informally, to ensure, to the best of the program's ability, that the CONTRACTOR'S services are aligned with the School(s) and OUSD's mission and objectives and are adequately meeting student's needs. At the request of School(s) or OUSD staff, CONTRACTOR shall provide reasonable data and information to students participating in the CONTRACTOR's program.
10. **Assignment:** The rights and obligations of CONTRACTOR under this MOU shall not be assigned without the express prior written consent of OUSD.
11. **Non-Discrimination:** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, CONTRACTOR agrees to require like compliance by all its subcontractor(s). CONTRACTOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.

12. **Waiver:** No delay or omission by either party in exercising any right under this MOU shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the MOU.
13. **Termination/Amendment:** Either party may terminate this MOU at any time, without cause, with 30 days written notice to the other party. This MOU may be amended by mutual consent of the parties. All amendments must be in writing and signed by both parties.

14. **Responsibilities of CONTRACTOR:**

1. **Tuberculosis Screening:** CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR agents who work with students must submit to a tuberculosis risk assessment as required by Education Code 49406 within 60 days prior to working with students. If tuberculosis risk factors are identified, CONTRACTOR agents must submit to an intradermal or other approved tuberculosis examination to determine that he/she is free of infectious tuberculosis. If the results of the examination are positive, the CONTRACTOR agent shall obtain an x-ray of the lungs. At his/her discretion, CONTRACTOR agent may choose to submit to the examination instead of the risk assessment.

2. **Fingerprinting of Employees and Agents:** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this MOU. CONTRACTOR certifies its compliance with these provisions as follows:

CONTRACTOR certifies that CONTRACTOR 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 ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the MOU, 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.

CONTRACTOR further certifies that it has received and reviewed fingerprint results for each of its Employees and CONTRACTOR has requested and reviews subsequent arrest records for all Employees who may come into contact with OUSD pupils in providing services to the District under this MOU.

In the event that OUSD, in its sole discretion, at any time during the term of this MOU, desires the removal of any CONTRACTOR related person, employee, representative or agent from any OUSD school; site; and/or property, CONTRACTOR shall immediately, upon receiving notice from OUSD of such desire, cause the removal of such person or persons.

3. **Required Documents re Tuberculosis and Fingerprinting:**

CONTRACTOR CANNOT commence the services agreed to in this MOU until it has submitted the following documents (in addition to the insurance document noted above):

- i. **TB and Fingerprinting Clearance:**

Contractor (Individual):

- Submit clearance letter from authorized agency verifying individual has been Fingerprinted/Criminal Background Checked for this current fiscal year. Additionally, please provide documentation from health care provider showing clearance from the tuberculosis risk assessment or negative TB status of individual within the prior 60 days.

Contractor (Agency):

- Attach clearance letter from Agency/Community-Based Organization/Non-Profit Organization on agency letterhead verifying all personnel, including subcontractors, have been Fingerprinted/Criminal Background Checked and have TB clearance for this current fiscal year and signed by authorized personnel.

15. **No Rights in Third Parties:** This MOU does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
16. **Limitation of OUSD Liability:** In no event shall OUSD 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 MOU for the services performed in connection with this MOU.
17. **Confidentiality:** CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this MOU. Contractors will be permitted access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
18. **Family Education Rights and Privacy Act:** CONTRACTOR shall observe all District policies and regulations, and state and federal laws, including the Family Education Rights and Privacy Act of 1974, commonly known as FERPA, related to the confidentiality of pupil and personnel records. A separate Data Sharing Agreement is required if CONTRACTOR seeks identifiable student information.

Memorandum of Understanding (No Cost)

19. **Register With/Update Enrichment Provider database:** In order to maintain accurate up-to-date information on the services provided, CONTRACTOR shall register in OUSD's Enrichment Provider database, update program information and schools during the school year when CONTRACTOR's programs and schools change midyear, and update program information and schools prior to commencing services during subsequent school years.
20. **Conflict of Interest:** CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any OUSD employee to perform the services in this MOU, and affirms that to the best of its knowledge no such conflict presently exists. CONTRACTOR agrees to alert OUSD in writing if and when a potential conflict arises.
21. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).
22. **Severability:** If any term, condition or provision of this MOU 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.
23. **Provisions Required By Law Deemed Inserted:** Each and every provision of law and clause required by law to be inserted in this MOU shall be deemed to be inserted herein and this MOU shall be read and enforced as though it were included therein.
24. **Captions and Interpretations:** Section and paragraph headings in this MOU are used solely for convenience and shall be wholly disregarded in the construction of this MOU. No provision of this MOU shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this MOU shall be construed as if jointly prepared by the Parties.
25. **Copyright/Trademark/Patent/Ownership:** CONTRACTOR understands and agrees that all matters produced under this MOU shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD (specifically excluding any underlying pre-existing intellectual property). OUSD may, with CONTRACTOR's prior written consent, use CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this MOU. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
26. **Litigation:** This MOU shall be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this MOU.
27. **Incorporation of Recitals and Exhibits:** Any recitals and exhibits attached to this MOU are incorporated herein by reference. CONTRACTOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Professional Services Contract, the terms and provisions of this Professional Services Contract shall govern.
28. **Integration/Entire Agreement of Parties:** This MOU constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This MOU may be amended or modified only by a written instrument executed by both Parties.
29. **Drug-Free / Smoke Free Policy:** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs on these sites, including at these School(s).
30. **Counterparts:** This MOU and all amendments and modifications to it may be executed in counterparts, and all counterparts together shall be construed as one document.
31. **Signature Authority:** Each party has the full power and authority to enter into and perform this MOU, and the person signing this MOU on behalf of each Party has been given the proper authority and empowered to enter into this MOU.
32. **Indemnification:** To the furthest extent permitted by California law, CONTRACTOR shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of or in any way related to the performance of this MOU. CONTRACTOR also agrees to hold harmless, indemnify, and defend the Indemnified Parties from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR arising out of or in any way related to the performance of this MOU. CONTRACTOR shall, to the fullest extent permitted by California law, defend the Indemnified Parties at CONTRACTOR's own expense, including attorneys' fees and costs, and OUSD shall have the right to accept or reject any legal representation that CONTRACTOR proposes to defend the Indemnified Parties. This provision survives termination of this MOU.

Memorandum of Understanding (No Cost)

- 33. **Contract Publicly Posted:** This contract, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
- 34. **Contract Contingent on Governing Board Approval:** OUSD shall not be bound by the terms of this MOU until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to CONTRACTOR absent that formal approval. This MOU shall be deemed approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

OAKLAND UNIFIED SCHOOL DISTRICT

Aimee Eng 10/24/19
 President, Board of Education Date
 Superintendent
 Chief or Deputy Chief
D.J. Hank 10/24/19
Secretary, Board of Education Date

CONTRACTOR

[Signature] 8/14/19
Contractor Signature Date
Ghazale Goldooz, President
Print Name, Title

Form approved by OUSD General Counsel for 2018-19 FY

EXHIBIT "A" SCOPE OF WORK

[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES MAY BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

1. **Description of Services to be Provided and Specific Expected Outcomes:** Provide a description of the program(s) and service(s) the contractor will provide. Be specific about what program(s) and service(s) will be provided to OUSD and what *this Contractor will do.*

Our mission is Our mission is to Spark Imaginative Learning in children through educational, entertaining and exciting activities that instill a clearer understanding of what science is really about and how it affects the world around us. For over 15 years, the Mad Science Group has been pursuing this objective through the presentation of its unique hands-on science program to children across the country and around the globe. For over 15 years, the Mad Science Group has been pursuing this objective through the presentation of its unique hands-on science program to children across the country and around the globe!

As part of our program, the children in your school will be introduced to scientific concepts through a combination of interactive experiments, unique demonstrations and innovative hands-on projects.

EXHIBIT "B" STATEMENT OF QUALIFICATIONS

1. **Description of Organization and Relevant Experience:** For individual consultants, a resume is sufficient. Attach a separate document if more space is needed.

Mad Science of Mt Diablo has been conducting classes in the East Bay since 1996. We set up programs to meet the unique requirements of each school. Mad Science of Mt. Diablo carries both liability and workers compensation insurance and all instructors fingerprinted and TB tested.

All Mad Science of Mt. Diablo instructors are trained in our office in addition to being provided with material to train themselves outside of the office and are evaluated frequently.

Our instructors have studied or are studying various areas of science in college, including physics, chemistry, biology and environmental science. Most of our instructors have degrees or are in the process of earning their degree. Their technical expertise is based on their experience. We make sure instructors are trained on the topics they are teaching.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/14/2019

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

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

PRODUCER Hindsight Insurance Services 2349 Willow Pass Road Concord, CA 94520 License #: 0D10244	CONTACT NAME: Aaron Bealer
	PHONE (A/C, No, Ext): 800-264-4637 FAX (A/C, No): 888-259-5561
	E-MAIL ADDRESS: Aaron@Hindsightins.com
	INSURER(S) AFFORDING COVERAGE
INSURED Goldtab LLC DBA Mad Science of Mt. Diablo 1341 Galaxy Way, Ste E Concord, CA 94520	INSURER A: Western World Insurance Co
	INSURER B: Employers Compensation Insurance Company
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: 00000000-327769 REVISION NUMBER: 165

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:	Y	NPP8567599	01/16/2019	01/16/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	NPP8567599	01/16/2019	01/16/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$
B	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 Y	EIG2188278-04	01/16/2019	01/16/2020	<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	Abuse & Molestation	Y	NPP8567599	01/16/2019	01/16/2020	Coverage \$ 100,000/300,000

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

Certificate evidences current Workers Compensation, General, Professional, Hired and Non-Owned Auto Liabilities Insurance in force. Oakland Unified School District are named as Additional Insured on blanket Additional Insured form WW433 (09/14) Additional Insured- Owners Lessees or Contractors Automatic Status When Required In Written Contract Or A Construction Agreement With You. The Insurance afforded to the additional insured is Primary Insurance and Noncontributory, but only if such claims, "suits" and/or damages arise out of the sole negligence of the Named Insured.

CERTIFICATE HOLDER**CANCELLATION**

Oakland Unified School District
Attention: Risk Management
1000 Broadway, Suite 440

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

Oakland, CA 94607

AUTHORIZED REPRESENTATIVE

(ALB)

This Endorsement Modifies Your Policy.
Please Review It Carefully.

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS
AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN CONTRACT OR A
CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II - Who is an Insured** is amended to include as an additional insured any owner, lessee or contractor for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:
1. Your acts or omissions,
 2. The acts or omissions of those acting on your behalf, and
 3. "Your work", as included in the "products-completed operations hazard";
- in the performance of your operations for the additional insured.
- B.** This insurance shall not apply to claims, "suits" and/or damages arising out of the acts, omissions and/or negligence of the additional insured(s).
- C.** With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
- This insurance does not apply to:
- "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render, any professional architectural, engineering or surveying services, including:
1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 2. Supervisory, inspection, architectural or engineering activities.
- D. Primary and Noncontributory Provision**
- The insurance afforded to the additional insured will be Primary Insurance and Noncontributory, but only if such claims, "suits" and/or damages arise out of the sole negligence of the Named Insured.
- E. Waiver of Subrogation Provision**
- The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:
- We waive any right of recovery we may have against those who are added as additional insureds by this endorsement because of payments we make for injury or damage arising out of your ongoing operations or "your work" performed under a contract with them. This waiver applies only when you are solely negligent. This waiver shall not apply to claims, "suits" and/or damages arising in whole or in part out of the acts, omissions, and/or negligence of those added as additional insureds by this endorsement.



July 30, 2019

Re: Instructor's Fingerprinting

To Whom It May Concern

All of our instructors are employees of Mad Science of Mt. Diablo. They are covered under our Worker's Compensation Insurance Policy with \$1,000,000.00 (one million) in liability coverage. Each employee has completed an I-9 form from the Immigration and Naturalization Department, showing that they are legally allowed to work in the United States.

Each instructor has had their fingerprints cleared by the State Department of Justice and FBI pursuant to the provisions of the Educational Code, section 45125.1 and Assembly Bill 346.

Additionally, we have a negative TB test on file for each instructor.

Please note instructors are to be determined until the instructor has confirmed their availability once confirmation has been confirmed both TB test results and ATI number will be provided and sent.

Please let me know if you have any questions or if you need anything further.

Best regards,

Ghazale Goldooz
President

**SPARKING
IMAGINATIVE
LEARNING**

ASSEMBLIES

SPECIAL
EVENTS

AFTER-SCHOOL
PROGRAMS

VACATION &
SUMMER PROGRAMS

PRESCHOOL
PROGRAMS

BIRTHDAY
PARTIES

WORKSHOPS

[HTTP://MTDIABLO.MADSCIENCE.ORG/](http://MTDIABLO.MADSCIENCE.ORG/)

SAM Search Results
List of records matching your search for :

Search Term : mad science of mt. diablo*
Record Status: Active

No Search Results