

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 26th day of May, 2022, by and between the Mt. Diablo Unified School District (hereinafter "District") and TNTP (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 \$ 377,028.00 for Services.

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

a. \$ _____ per hour,	b. \$ _____ per day, or	c. \$ <u>377,028.00</u> per engagement.
<u>01</u> - <u>0930</u> - <u>1110</u> - <u>1000</u> - <u>09300</u> - <u>000</u> - <u>500</u> - <u>019</u> - <u>5800</u>		\$ <u>377,028.00</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 05/26/2022. This Agreement will terminate upon the completion of the Services or when terminated as set forth below.

Either party may terminate this Agreement at any time by giving thirty (30) days written notice to the other party. Should either party default in the performance of this Agreement or materially breach any of its provisions, the non-breaching party may terminate this Agreement by giving written notice to the breaching

party. Termination shall be effective immediately on receipt of said notice. 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.

The District grants TNTP a worldwide, perpetual, irrevocable, royalty-free license, with the right to grant sublicenses, to use, modify, reproduce, display, transmit, distribute, publicly perform, and create derivative works of the Work Product in de-identified and/or aggregated form. The District agrees that TNTP may use any de-identified Work Product and accompanying data which are provided to TNTP by the District, or which are otherwise collected by TNTP during the course of the engagement. TNTP may identify the District as a client of TNTP if it complies with the other terms in this Agreement.

- 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

Purchase Requisition # _____

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

DISTRICT

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

CONTRACTOR

Bus. Name: TNTP
 Attn: Tonya Horton
 Address: 500 7th Street, 8th Floor
New York, NY 10018
 Phone: 718-233-2800
 Fax: _____
 Email: tonya.horton@tntp.org
 Tax ID #: 13-3850158

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

TNTP

By: Jennifer Sachs 6/3/22
 Signature of Principal/Budget Administrator Date

Name of Company/Organization or Independent Contractor/Consultant
 By: Tonya Horton Jun 2, 2022
 Signature of Contractor/Consultant Date

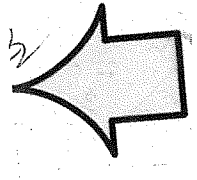
Title: Jennifer Sachs, Chief of Ed. Services
 Print Name and Title

Title: Tonya Horton, EVP Central Operations
 Print Name and Title

Purchase Requisition # _____

Authorized and Approved by:

Superintendent/Designee Date



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

Jennifer Sachs 6/3/22
Originator's Signature Date

Jennifer Sachs, Chief of Educational Services

Print Name of Originator and Title

Educational Services

Site/Department Originating this Contract

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).

Over the past 2+ years, students have had unfinished learning due to interruptions in their schedules and inconsistent opportunities to learn, practice and master grade-level content. Teachers and leaders need to elevate their skills to address these needs and accelerate the learning for all students.

Theory of Action:

What do we want to be true for MDUSD by the end of 2023?

- ALL students **experience growth in ELA and math** (and eventually all students show proficiency)
- Students are **provided with just-in-time scaffolds** based on where they are (based on data)

IF WE...	BY...
<ul style="list-style-type: none"> • Provide intensive supports for math curriculum (engage NY) TK-8th + algebra teachers to identify priority standards, and fully unpack the aspects of rigor for each • Align content and practices between grades: common assessments, regular cycles of assessments for teachers to use data to plan and adjust instruction to meet students needs. • Center student voice/experience in our planning (stakeholder engagement) • Clearly communicate expectations/outcomes for the week, standard, etc. for the day week month year, create agency within students to own their learning 	<ul style="list-style-type: none"> • Focusing and using tools aligned to the standards such as the IPG • Teachers have access to same grade-level classrooms coaching, collaboration, and visits • Analyzing student work to understand where students are with their learning to provide targeted just-in-time scaffolds • Conducting consistent instructional walkthroughs with leaders and teacher to align on best instructional practices • Aligning the vertical spine of leadership: Admin and leader training before teacher training on the same topics
THEN WE...	
<ul style="list-style-type: none"> • 27/30 schools (Teachers and leaders) have deep expertise and control of math standards and relate to the common core shifts, foundation in aspects of rigor, priority standards (core action 1) → (shifting it to student facing language) • Students have access to strong instruction aligned grade-level math standards rooted in the common core shifts and aspects of rigor. • Coherence between grades 	
SO THAT...	
<ul style="list-style-type: none"> • ALL students experience growth in ELA and math (and eventually all students show proficiency) • Students are provided with just-in-time scaffolds based on where they are (based on data) 	

Scope of Work

Based on our conversations and iteration on our work this year, we have identified 2 separate scopes of partnership with MDUSD for the 22-23 school year:

Learning Acceleration in Gr. TK-8th mathematics and ELA

District Leadership:

TNTP proposes to continue the momentum MDUSD leaders have already made in learning acceleration and instructional coaching around the IPG by building knowledge, skills and mindsets from the classroom to the network around strong instruction in mathematics. While we began this work in 21-22 school year, we continue to iterate on the foundational practices to effect change district-wide. Some of the key beliefs that underlie our work in changing practice and outcomes at scale are:

- *Curriculum alone is insufficient to change practice at scale; adults must share a common vision for strong math instruction and align systems and practices accordingly*
- *We must attend to the vertical spine of the system (from classroom to district) and build knowledge, skill and support throughout for the depth of changes needed*
- *Using high-quality instructional materials to change the student experience at scale requires both technical and adaptive change for adults*
- *Incremental changes in practice can change outcomes for students and adult mindsets*
- *Monitoring the progress of instructional change with an eye for the student experience and access to the four resources of The Opportunity Myth is critical to drive strategy and ensure equity*

We suggest the following primary priorities for our work with each priority strategically touching each level of the vertical spine of the system – teachers, school leaders, and district or network learning community leaders—so that improvement happens cohesively. Using the guiding principles above, our goals for this work would be:

- To **build deep understanding of the district’s shared vision for mathematics and ELA** across MDUSD schools and to establish the specific high-quality instructional materials as key tools to support that vision
- Clearly articulate the **roles and responsibilities** of district content leads and school-based coaches in holding and supporting the vision for math in the day-to-day
- Ensure adults deeply understand the design of the materials and how the curricula can **address the needs of all students** to reach the rigor of the common core state standards.
- Establish and iterate on **replicable routines and protocols** at the classroom and school level to support continuous improvement in math practice and to maximize the impact on students’ math experience.
 - **Build the capacity** of district content leads and building leaders (coaches, principals, etc.) to hold and **support the vision and manage change** toward it.

To that end, we believe it is critical for top leadership to lead the charge and continue to build their own knowledge, skills, and mindsets and have included their participation in the learning with the cohorts.

PD Facilitation and Site Visits:

We anticipate each cohort for leaders and teachers will be on a monthly professional learning schedule alternating between knowledge and skill building through content sessions and authentic practice during site-visits totaling one touchpoint each month. We will align our in-person visits with the scope of work to increase investment and relationship building reserving site-time for high leverage topics.

While the details would be finalized in partnership with the district and leaders, a potential year-long schedule and scope of work could look like this:

MONTH	TOPIC AND FORMAT	CONTENT FOCUS COHORT A (YEAR 2)	CONTENT FOCUS COHORT B (YEAR 1)
August	Project Launch on-site with all leaders and teachers	<p>Leaders: (afternoon of August 2nd, 12:30-3 pm) Where we've been: Refresher on learning acceleration, coaching around instructional priorities and where to take this next.</p> <ul style="list-style-type: none"> • Core Actions 1 + 2 Review • Instructional coaching and feedback sprinkle <p>Teachers: Where we've been and where we're going:</p> <ul style="list-style-type: none"> • Refresher of learning acceleration, just-in-time scaffolds, intro IPG + Core Action 1, standards/rigor vocab page. • Standards of Mathematical Practices 	<p>Leaders: (afternoon of August 2nd) Launch work with learning acceleration, how this looks in your year-long vision and priorities, instructional coaching</p> <p>Teachers: (tentative: Aug 24th) What is Learning Acceleration?</p> <ul style="list-style-type: none"> • What does it mean to plan with the learning acceleration approach? • Share roadmap for how we'll get there • Teacher Voice – experiences of Cohort A
September	On-site training and site-walkthroughs	<p>Leaders: Initial site-walkthroughs using the IPG, core Action 1 + 2 –</p> <ul style="list-style-type: none"> • baseline data collection. • Set goals for leadership moves and shifts → teacher moves (Instructional coaching practice) <p>Leadership roles for October 10th:</p> <ul style="list-style-type: none"> • Prep to support teams with Core Action 1 • Low inference notes <p>Teachers: Unit Overview Deep Dive + New Math Framework big ideas (curriculum dissection)</p> <ul style="list-style-type: none"> • Standard overview (transferrable skills) 	<p>Leaders:</p> <ul style="list-style-type: none"> • Deep Dive IPG Core Action 1 (tool for supporting grade-level standards and just in time scaffolds) • Aspects of Rigor • Preview Teacher Sessions (below) <p>Teachers: The How of Learning Acceleration</p> <ul style="list-style-type: none"> • Just in time scaffolds • Distinguish between scaffold vs. remediation • Planning lessons, explore high-leverage strategies
October (PD day on the 10 th ?)	In-person training	Leaders with Teachers on the 10th:	Leaders with Teachers on the 10th: Apply lesson planning skills; collaborative planning, rehearsing lessons within groups

		<ul style="list-style-type: none"> Lesson Deep Dive/ Lesson internalization protocol Lesson rehearsal rounds with feedback. <p>HW: Deliver planned lesson by next session and collect student work for analysis</p> <p>Leaders on the 11-12th:</p> <ul style="list-style-type: none"> Optional walkthrough focused on Core Action 1 	<p>→ deliver lesson by next session with student work</p> <p>Leaders on the 11-12th:</p> <ul style="list-style-type: none"> Walkthrough focused on Core Action 1 practice, low-inference note taking, highest leverage coaching question.
November	Virtual Training	<p>Leaders:</p> <ul style="list-style-type: none"> PLC creating systems for implementation; workshop how this looks like Instructional coaching and providing feedback to teachers on Core Action 2 <p>Teachers: Core Action 2 Deep Dive– what does it look like/sound like in planning and practice.</p> <p>Built into leader accountability for creating PLC structures on their sites: Lesson Plan/Unit Plan internalization, debrief lesson delivery + student data/work analysis and just-in-time scaffolds</p>	<p>Leaders:</p> <ul style="list-style-type: none"> Deep Dive IPG Core Action 2 Instructional Coaching <p>Teachers: Debrief lesson plan and student work using student work analysis protocol, provide real-time adjustments to upcoming lessons using collaborative planning structures.</p>
December	Virtual Training	<p>Leaders: IPG Core Action 3</p> <p>Teachers: Student work tool (data):</p> <ul style="list-style-type: none"> Check for understanding Productive Struggle Cognitive Engagement 	<p>Leaders: Join Cohort A – Intro to IPG Core Action 3</p> <p>Teachers: Debrief lesson plan (SWA), adjust upcoming lesson, collaborative planning</p>

As we monitor our progress throughout the first half, we anticipate we may be able to merge the two cohorts and shift content mid-year. This will be a collective decision based on student data, teacher and leader feedback. Here is a potential scope for how this could look like:

MONTH	TOPIC AND FORMAT	CONTENT FOCUS LEADERS	CONTENT FOCUS TEACHERS
January	On-site training and site-walkthroughs	Leaders: A Pathway to Equitable Instruction Core Action 3 Walkthrough Focus You have data, now what? Leadership Overview <ul style="list-style-type: none"> Rallying people around a shared vision Equitable Rigorous instruction Using data as a tool * Building a positive school culture 	Teachers: Standards of Mathematical Practices <ul style="list-style-type: none"> Overview #1. Make sense of problems & persevere in solving them #2. Reason abstractly & quantitatively
February	Virtual Training	Leaders: A Pathway to Equitable Instruction, cont. Creating systems for data collection and protocols for observation data analysis	Teachers: Standards of Mathematical Practices <ul style="list-style-type: none"> #3. Construct viable arguments & critique the reasoning of others #4. Model with mathematics
March	On-site training and site-walkthroughs	Leaders: A Pathway to Equitable Instruction, cont. Planning with Data: <ul style="list-style-type: none"> Professional learning School wide focus areas Individual coaching plans 	Teachers: Standards of Mathematical Practices <ul style="list-style-type: none"> #5. Use appropriate tools strategically #6. Attend to precision
April	Virtual Training	Leaders: A Pathway to Equitable Instruction, cont. Communicating with Data <ul style="list-style-type: none"> Rallying people around a shared vision Co-creating a culture of learning 	Teachers: Standards of Mathematical Practices <ul style="list-style-type: none"> #7. Look for & make use of structure #8. Look for & express regularity in repeated reasoning
May	Final closing on-site training and walkthroughs. Project close-out for SY22-23	Leaders: Planning for next year with the equitable data <ul style="list-style-type: none"> What data do we have? Who is succeeding? Who is not? What voices are represented/not represented? 	Teachers: Reflection and Feedback What's coming up for next year

In order to maximize time and resources, we propose concentrating our on-site time to build the momentum over the course of a three-day span. A potential way this could look is:

- **Monday-Tuesday** – all day on-site professional learning trainings with district and school leaders (whole group in the morning, differentiated time in the afternoons for Cohort A and Cohort B)
- **Wednesday** – Site-walkthroughs with school leaders and provide on job-embedded coaching and support for district and school leaders (Cohort A schools) – 2 sites in the AM and 2 sites in the PM*

*On days where site-walkthroughs take place, we can have additional coaching and support for teacher-based roles (i.e. support for instructional coaches, teacher leaders, individual teacher supports, etc.)

Budget

The cost for the level of support described above is **\$377,028**.

This includes three TNTP staff dedicated to this project (Leadership Coach, Director, Sr. Manager) and a Partner to oversee the work from **8/1/2022 – 5/30/2023**.

- Director – project management and district and school leadership support
- Leadership coach – district and school-based leadership coaching support
- Senior Manager, Math – focused on math academic content, support with professional learning content creation and teacher-level coaching and support
- Partner – project oversight and client management

Monthly professional learning sessions for teachers and leaders on topics listed above in our scope. **Six of these sessions will be facilitated in person over the course of three days** with the other months facilitating the sessions virtually on a schedule that works with MDUSD.

We look forward to working with the district this upcoming school year to accelerate students learning, develop teacher and leader capacity in order for students to have access to the opportunities they see for themselves.

EXHIBIT "B"

Contractor REQUIRED to Complete

FINGERPRINTING AND CRIMINAL BACKGROUND CHECK CERTIFICATION

Name of Contractor:	Tntp	
Services to be performed under the Agreement:	Initiate collaboration which will improve to ensure access to high quality, standards-aligned plans that translate into excellent instruction.	
School(s) and Specific Location(s) where services will be performed:	WCC	
Term of Agreement:	August 1, 2022 through May 30, 2023	
<i>Check the applicable box(es) and fill in any blanks.</i>		
1	<input type="checkbox"/>	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)
2	<input checked="" type="checkbox"/>	The Contractor hereby certifies that its employees/subcontractors will have NO CONTACT with pupils. (No school-site services will be provided.)
3	<input checked="" type="checkbox"/>	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)]

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."

Tonya Horton

Authorized Contractor Signature

Tonya Horton

Jun 2, 2022

Print Name

Date



ADDITIONAL REMARKS SCHEDULE

AGENCY Arthur J. Gallagher & Co.		NAMED INSURED TNTP, Inc. Attn: Florrie Chapin 500 7th Avenue, 8th Floor New York NY 10018	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Policy Term: 01/31/2022 - 01/01/2023
 Policy Number: RPS-P-50226180M
 Carrier: BCS Insurance Company
 Aggregate Limit \$5,000,000 / Retention \$50,000

The District, its officers, officials, employees, and volunteers are named additional insured with respect to the operations of the named insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED 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)	Location(s) Of Covered Operations
The District, its officers, officials, employees, and volunteers	All Insured Premises and Operations

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:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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 additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. 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.