

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 15th day of October, 2020, 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 \$ 75,722.00 for Services.

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

a. \$ _____ per hour, b. \$ _____ per day, or c. \$ 75,722.00 per engagement.

01 - 3010 - 1110 - 1000 - 30700 - 000 - 500 - 019 - 5800 \$ 75,722.00

_____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ \$ _____

_____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ \$ _____

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 11/01/2021. 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.
- 10. Limitation of District Liability. Other than as provided in this Agreement, District’s financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
- 11. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and either personally delivered or deposited in the United States mail,

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

DISTRICT

CONTRACTOR

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

Bus. Name: 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.

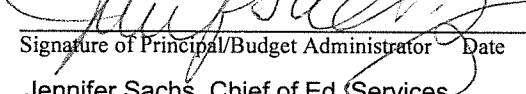
- 12. Entire Agreement of Parties. This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties.
- 13. California 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

Name of Company/Organization or Independent Contractor/Consultant

By: 
Signature of Principal/Budget Administrator Date
Title: Jennifer Sachs, Chief of Ed. Services
Print Name and Title

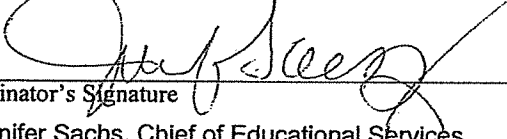
By: _____
Signature of Contractor/Consultant Date
Title: Tonya Horton, EVP Central Operations
Print Name and Title

Purchase Requisition # R125570

Authorized and Approved by:

Superintendent/Designee Date

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



Originator's Signature Date
Jennifer Sachs, Chief of Educational Services

Educational Services

Site/Department Originating this Contract

Print Name of Originator and Title

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

<i>Distribution</i>
<i>original: Purchasing with Purchase Order</i>
<i>copy: Contractor</i>
<i>copy: Accounts Payable/Fiscal</i>
<i>copy: Originator/Budget Administrator</i>

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).**

Please see attached.



Accelerated Planning Support for Teachers in Mt. Diablo Unified School

District

October 2021

The Need

Excellent instruction begins with strong planning. And with the Coronavirus pandemic upending the traditional school experience – and the reality that students in Mt. Diablo School District lost over a year of in-person instruction – it is more important than ever that as students return to their classrooms, they have access to high quality, standards-aligned plans that translate into excellent instruction. While Mt. Diablo has made a significant commitment to building capacity among school leaders, TOSAs, and district personnel, there needs to be a corresponding, aligned sequence of supports for teachers to ensure the accelerated approach makes its way into classrooms. Specifically, the thirteen Title I school sites require targeted support to develop and implement protocols which teach teachers to “Plan with Purpose”.

Our Approach

TNTP proposes to partner with Mt. Diablo to build knowledge and capacity around high quality instructional planning through monthly learning sessions. The goal is to deepen teachers’ knowledge around priority content, lesson design, and appropriate scaffolds so that they can apply these understandings in practice through the Lesson Study model.

TNTP will support Mt. Diablo to initiate collaboration which will improve instruction grounded in the following theory of action:

- *If we* articulate a vision for high quality, standards-aligned Math instruction in Mt. Diablo schools and a commitment to strong planning which accelerates, not remediates, learning
- *And we* build a shared understanding of that vision among district leaders, school leaders and teachers
- *And we* develop and train leaders around effective instructional planning, including the integration of effective scaffolds and supports,
- *And we* institute meaningful methods for monitoring progress towards the vision such as lesson study and classroom observations,
- *Then*, Mt. Diablo will be closer to developing a consistent and cohesive approach to math instruction
- *Which will lead to* teachers planning and executing rigorous and engaging lessons, increasingly aligned to the district’s vision for Math instruction and improving instruction overall.



Proposed Scope

TNTP proposes a learning cycle in which teachers learn new content and apply their learning in practice. Below is an outline of *proposed* topics to support teachers to engage in “Purposeful Planning” in math. You will see natural overlaps with the content that school leaders and TOSAs receive in their professional learning to ensure the two strands are as cohesive and synergistic as possible.

Date	Topic	Objectives	Practice
K-5: Nov 3 6-8: TBD	How to stay focused on Grade Level Content	<ul style="list-style-type: none"> Articulate the highest priority content for mathematics Prioritize the most critical pre-requisite knowledge and skills for critical math content 	Revise upcoming unit to prioritize essential content and build in pre-requisite knowledge and skills
K-5: Dec 1 6-8: TBD	How to plan with an accelerated approach	<ul style="list-style-type: none"> Practice a process for lesson internalization which includes doing the math, exploring multiple strategies, and anticipating student misunderstandings Develop Assessing and Advancing Questions to stay focused on the essential content 	Internalize and annotate upcoming lesson
K-5: Jan 5 6-8: TBD	How to appropriately scaffold to maintain rigor	<ul style="list-style-type: none"> Distinguish between a scaffold and remediation Plan lessons integrating just in time scaffolds that preserve rigor Explore high leverage support strategies, such as Three Reads and Stronger Clearer 	Integrate scaffolds into upcoming lesson using data
K-5: Feb 2 6-8: TBD	Apply in practice (#1)	<ul style="list-style-type: none"> Apply the previous learning in practice by collaboratively planning a Lesson Study 	Deliver the common lesson
K-5: March 16 6-8: TBD	Debrief lesson study	<ul style="list-style-type: none"> Analyze student work to assess the effectiveness of the supports Articulate lessons learned and modifications for next time 	Continue practicing the focus strategy until it becomes routine
K-5: April 20 6-8: TBD	Apply in practice (#2)	<ul style="list-style-type: none"> Apply the previous learning in practice by collaboratively planning a Lesson Study 	Deliver the common lesson
K-5: May 4 6-8: TBD	Debrief lesson study	<ul style="list-style-type: none"> Analyze student work to assess the effectiveness of the supports Articulate lessons learned and modifications for next time Final Session: Make Commitments for Math Instruction for SY 22-23 	Continue practicing the focus strategy until it becomes routine

R 125570



Cost

The price of this professional learning series from November through May is \$75,722.

This will include:

- Consistent access to a Partner, Director, and Senior Manager who are experts in Accelerated Learning.
- Similar to the leadership professional learning stream, the team will join bi-weekly (twice per month) planning calls with the Educational Services Team to plan ahead, problem solve, and thought partner together.
- Each session will have a breakout facilitator for each grade level. This includes 6 facilitators for Elementary sessions (Grades K-5) and 3 facilitators for Middle School sessions (6-8).

In both options, we would utilize TOSA and Ed Services support to co-facilitate sessions. This will not only help differentiate learning for the larger groups, but will also help signal that MDUSD team members are the leaders of this work, and build both credibility and capacity for long lasting sustainability.

Next Steps

TNTP is thrilled at the possibility for partnership with Mt. Diablo School District. For more information about TNTP's support, please contact Suzanne Marks, Partner, at suzanne.marks@tntp.org.

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 instruction 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:	November 1, 2021 through May 31, 2022
<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."

See Attached

Authorized Contractor Signature

Tonya Horton

Print Name

Date

EXHIBIT "B"
Contractor *REQUIRED* to Complete
FINGERPRINTING AND CRIMINAL BACKGROUND CHECK
CERTIFICATION

Name of Contractor:	TNTP
Services to be performed under the Agreement:	Technical Assistance to Support the Education Services Team.
School(s) and Specific Location(s) where services will be performed:	WCC
Term of Agreement:	July 1, 2021 through June 30, 2022
<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 **Jul 22, 2021**

 Print Name

 Date



ADDITIONAL REMARKS SCHEDULE

AGENCY Arthur J. Gallagher & Co.		NAMED INSURED TNTP, Inc. 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: Cyber Liability
 Policy Term: 01/01/2021 - 01/01/2022
 Policy Number: RPSP50191726M
 Carrier: BCS Insurance Company
 Aggregate Limit \$5,000,000 / Retention \$15,000

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.