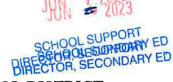


MT. DIABLO UNIFIED SCHOOL DISTRICT





AGREEMENT BETWEEN MT. DIABLO UNIFIED SCHOOL DISTRICT AND INDEPENDENT CONTRACTOR

School		AGREEMENT is made (hereinafter "District")			, by and between the Mt. Diablo Unified hereinafter "Contractor").
princip Contra Agreei	oal place octor and	of business at 1936 Ca	arlotta Drive, Conco	County of Contord, CA 94519.	ra Costa, State of California, and has its District desires to engage the services of the terms and conditions provided in this
53060		REAS, District is auth c Contract Code section			nt pursuant to Government Code section a below.
condit		THEREFORE, District Agreement.	trict hereby engage	es Contractor 1	o render services under the terms and
1.	Perfor (a)	hereto and incorporate manner, method, and providing the materia Contractor may, at Co	ed herein, as an inde d details of perform als, tools and transp ontractor's own exp	described on Expendent contraction necessions, use non-E	chibit A (hereinafter "Services"), attached ctor. Contractor will determine the means, tes. Contractor shall be responsible for eary for the performance of the Services. District employees to perform the Services with the written approval of the District.
	(b)	professional manner, be solely responsible	without the advice, e for the profession or control from Dis	, control, or sup nal performanc trict. Contracto	ns and ability to perform the Services in a servision of the District. Contractor shall e of the Services, and shall receive no r shall have sole discretion and control of performed.
2.	set for	ensation. District agree th below. Contractor nance of the Services. ' sis of the fee for Services	shall be responsil This Agreement is N	ble for all exp NOT TO EXCI	performance of the Services on the basis senses incurred in association with the EED & 29,800
			District staff to cl	heck the applic	able box.
[\$	per hour	\$	per day	
		Dist	rict Staff to enter t	he complete B	udget Code(s).
	(a)	01 0930 1110	_ 1000 _ 09300	000 - 267	<u>2675800</u>
	(b)		<u>-</u>		\$
	(c)				\$
			Page 1 of 12		Revised: Legal 06/08/2022

3.

	Distric (ii) inf	et shall review the payment request and, as soon as practical, shall: (i) pay the requested amount; or form the Contractor that all or some part of the request is disputed.									
	Contra	District staff to check the applicable box. Partial Payments. Contractor shall invoice District on a monthly basis for work performed in the preceding month pursuant to this Agreement. A District Administrator will verify the invoice to ensure that all required Services have been satisfactorily performed.									
		Scheduled Payments. District shall submit payment to the Contractor per the schedule detailed in "Exhibit A" see page 8 of this Agreement. A District Administrator will verify the invoice to ensure that all required Services have been satisfactorily performed in accordance with the relevant timeline.									
	~	Payment in Full. Contractor shall invoice District on completion of the Services. A District Administrator will verify the invoice to ensure that all required Services have been satisfactorily performed.									
4.	Term and Termination.										
	(a)	Term. This Agreement will become effective on									
	(b)	Termination for Cause. Should either party default in the performance of this Agreement or materially breach any of its provisions, the non-breaching party may terminate this Agreement by giving written notice to the breaching party. Termination shall be effective immediately on receipt of said notice. Upon termination of this Agreement, District will compensate Contractor only for services satisfactorily rendered to the date of termination.									
	(c)	Termination for Convenience. The District may terminate this Agreement at any time by giving thirty (30) days written notice to the Contractor. Termination shall be effective immediately on receipt of said notice. Upon termination of this Agreement, District will compensate Contractor only for services satisfactorily rendered to the date of termination.									
5.	indepe within regular or acci look to any be disabil expens	onship of the Parties. Contractor enters into this Agreement as, and shall continue to be, an indent contractor. Under no circumstances shall Contractor be considered an employee of District the meaning of any federal, state, or local law or regulation including, but not limited to, laws or tions governing unemployment insurance, old age benefits, workers' compensation, industrial illness dent coverage, taxes, or labor and employment in general. Under no circumstances shall Contractor District as his/her employer, or as a partner, agent, or principal. Contractor shall not be entitled to enefits accorded to District's employees, including, without limitation, workers' compensation, ity insurance, vacation, or sick pay. Contractor shall be responsible for providing, at Contractor's e, and in the Contractor's name, disability, workers' compensation or other insurance, as well as es and permits usual or necessary for conducting the Services hereunder.									

Payment Schedule. The Contractor shall submit to the District an invoice as further set forth below. The

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

The parties agree that: (1) Contractor shall be responsible for the control and direction of its own employees and personnel in the performance of the Services under this Agreement; (2) the Contractor's personnel shall only perform work that is outside the usual course of the District's business; and (3) Contractor's personnel

shall be engaged in business independent of the District. Contractor shall defend and indemnify the District against any claim by any worker that it is actually an employee of the District.

- 6. Fingerprinting and Criminal Records Check of Contractor's Employees. Contractor shall comply with the provisions of California Education Code section 45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the Contractor and/or its employees. To the extent, Section 45125.1 is applicable; Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the Board of Education of the District that such employee has not been convicted of a felony, as defined in Section 45125.1. If required by District, Contractor shall provide to District the fingerprinting certification attached hereto as Exhibit B prior to commencing work under this Agreement.
- 7. Rules and Regulations. All rules, policies, and regulations of the Mt. Diablo Unified School District Board of Education, including any rules and regulations related to COVID-19 or other global pandemics, and all federal, state, and local laws, ordinances and regulations are to be observed strictly by Contractor during the performance of Services pursuant to this Agreement.
- 8. Indemnification. Contractor shall hold harmless, defend and indemnify District and its officers, elected and appointed officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of the Services hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the District.
- Insurance. Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, its agents, representatives, employees or subcontractors. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
 - (a) Coverage minimums shall be at least as broad as:

District staff to check the applicable box.

(b)	C	ommercial General Liability (CGL).
	\checkmark	Agreements under \$25,000. Insurance Services Office Form CG 0001 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit (with aggregate limit no less than \$2,000,000).
		Agreements of \$25,000 or More. Insurance Services Office Form CG 0001 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit (with aggregate limit no less than \$4,000,000).
(c)	A	utomobile Liability.
		ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than \$1,000,000 per accident for bodily injury and property damage. For sole proprietors and small businesses using personal vehicles, evidence of personal auto insurance may be accepted by the District as an alternative provided that such personal auto insurance provides coverage for business uses of the insured vehicle

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(d)	Workers' Compensation. As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. All California employers must provide workers' compensation benefits to their employees under California Labor Code Section 3700. If the Contractor is a sole proprietor with no employees, it may be exempt from this requirement provided the Contractor is self-insured as certified in Exhibit C. If the Contractor employs one or more employees, it must provide this type of insurance coverage. The District shall not obtain workers' compensation insurance on behalf of Contractor or Contractor's employees.
(e)	Other Coverages When Applicable. (District staff to check applicable box(es)). Professional Liability/Errors & Omissions Liability. \$1,000,000/occurrence, \$2,000,000/aggregate. Applicable for contractors with professional training providing a specialized advanced service, physicians, accountants, architects, engineers, and brokers
	Sexual Abuse and Molestation Coverage. \$3,000,000/occurrence. Applicable if the Contractor will be alone with students
	Cyber Insurance. Not less than \$2,000,000 per claim to be maintained for the duratation of the Agreement and three years following its termination. Applicable if the Contractor will be using, storing, or accessing, the District's private, confidential, or protected information
(f)	The District reserves the right to require that Contractor maintain and provide evidence of additional insurance coverages as may be necessary or desirable given the nature of the Services. If the Contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Contractor.
(g)	Additional Insured Status. The District, its officers, officials, employees, and volunteers are to be named as additional insured by endorsement to the Commercial General Liability policy and to the Sexual Abuse and Molestation policy, if applicable, with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations.
(h)	Primary Coverage. For any claims related to this Agreement, the Contractor's insurance coverage shall be primary insurance as it respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
(i)	Notice of Cancellation . Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the District.
	INSURANCE REQUIREMENTS
certain ins	will be granted to eliminate the insurance requirements out lined in this agreement. However, in special circumstances, burance requirements may be modified or waived. The following items in Insurance Section 9 are hereby modified as tote, a waiver for one (1) type of insurance does not constitute a waiver for all.
Other: (1) 5 9, 800 Initials of the in this Agr	clual lost of Contract with Deguite Consulting LLC is \$20,000 the Superintendent or Designee and the General Counsel or Designee, are REQUIRED to waive or modify any insurance reement.
	CONIX Almado 6/8/2023
Superinten	ndent or Designee Date General Counsel or Designee Date

- Originality; Ownership of Designs and Plans. Except as to standard generic details, Contractor agrees 10. that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services. Contractor agrees that all designs, plans, reports, specifications, drawings, schematics, prototypes, models, inventions and all other information and items made during the course of this Agreement and arising from the Services shall be owned by and assigned to District as its sole and exclusive property.
- Disputes. In the event of a dispute between the parties as to performance of the Services, the interpretation 11. of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Contractor agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.
- Limitation of District Liability. Other than as provided in this Agreement, District's financial obligations 12. under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on Agreement or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.
- Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been 13. given, served and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by telegram, overnight delivery service, or facsimile transmission, addressed as follows:
 - i. Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

DISTRICT

CONTRACTOR

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

Attn: Superintendent

Business Name: Ignite Consulting, LLC Attn: Kris Menon Address PO Box 2602 City/State/Zip Gig Harbor, WA 98335 Phone: 253-318-9720 Fax: Email: kris.menon@igniteforschools.com Tax ID #: 27-0566090

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- 14. Entire Agreement of Parties. This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties.
- 15. California Law. This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Contra Costa County, California.
- 16. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 17. Equal Employment Opportunity. It is the policy of the District that, in connection with all work performed under District agreements, there shall be no discrimination against any employee or applicant for employment because of race, color, religious creed, national origin, ancestry, marital status, sex, sexual orientation, age, disability or medical condition and therefore the Contractor agrees to comply with applicable federal and state laws. In addition, the Contractor agrees to require like compliance by all subcontractors employed on the work.
- 18. No Rights in Third Parties. This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
- 19. **Severability**. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 20. **Incorporation of Recitals and Exhibits.** The recitals and exhibits attached hereto are hereby incorporated herein by reference.
- 21. **Provisions Required By Law Deemed Inserted**. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
- 22. Conflicts of Interest. Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Services under this Agreement. Contractor is aware of Government Code section 1090 and the Political Reform Act and will disclose any potential conflicts and/or submit a Form 700 as applicable.
- 23. **Required Documents**. Prior to the commencement of the Services, Contractor shall provide to District evidence of the required insurance coverages as set forth above, a W-9 Form, and executed copies of the following Exhibits:
 - (a) Exhibit A Description of Services, Timelines, and Partial Payment Schedule
 - (b) Exhibit B Fingerprinting Certification
 - (c) Exhibit C Workers' Compensation Certification
 - (d) Exhibit D Data Privacy Addendum (if applicable)

The District reserves the right to require the Contractor to provide additional documents that may be necessary or desirable in light of the nature of the Services.

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PURCHASE REQUEST #_R135109			
			×
IN WITNESS WHEREOF the portion	1		
		ted this Agreement on the date last written belo	w.
MT. DIABLO UNIFIED SCHOOL DI	TRICT	Ignite Consulting, LLC	
0		Name of Company/Organization or Independent	
By: Laurie M Class	CIFICOCO	Contractor/Consultant	1/1/0
Signature of Principal/Budget Administrator	Date	Signature of Contractor/Consultant	<u>666</u>
Title: Laurie Clark, Principal	7		Date
Print Name and Title	1 10000	itle: Kris Menon, Owner Print Name and Title	
By: Signature of District Administrator (if applicable	4/8/20	23	
	166		
Title: Samantha Allen - C Print Name and Title	Director of	Secondary	
e:			
THIS ACREEMENT IS A LUTTION TO			
THIS AGREEMENT IS AUTHORIZED	AND APPROV	ED:	
By: Signature of Superintendent or Designee	6/12/23		
Title: Jennifer Sache	Date		
Print Name and Title	Chief o	f Educational Services	
a - vertexa			
AGREEMENT ORIGINATOR. Prior to	commencement or	f the services, sign and forward completed orig	
9		ong	gnal
By: James M Class	6/5/23		
organiate of Originator	Date		
Title: Laurie Clark, Principal			
Print Name and Title Pine Hollow Middle School			
Site/Department Originating this Agreement			
I	W		
Billing Address if reimbursed by outside ag	ency—i.e. ASB, P	TA, and PFC:	
			- 1

EXHIBIT A

DESCRIPTION OF SERVICES, TIMELINES, AND PARTIAL PAYMENT SCHEDULE (if applicable)

(Note that all payments are generated from an invoice.)

- 1. Professional Development: Registration for all staff training day at Pine Hollow. Customized to align with SIP of increasing school culture and creating shared beliefs, team building and beginning the culture advancement process. Staff training day is August 24 from 1-3:30pm
- 2. Executive Mentor Camp: Registration for the kick off training for the new team of executive mentors and advisors at Pine Hollow supporting the program. Skill development and vision for the yearlong system. Training on July 25, 2023 from 9-3 with 10 students and 2 teachers.
- 3. Ignite-Student to Student Mentoring: Registration for the Mentor kick off training 2 day event supporting the orientation of the 6th grade class. Leadership development, skill development, and onsite support of how to run an effective orientation day. Training on July 26-27, 2023 from 9-3 with 50 students
- 4. Materials and curriculum: Online training system supporting the staff and student mentors leading. Over 30 instructional video lessons and classroom power points and lesson plans.
- 5. Yearlong coaching: School advisors assigned an Ignite coach for ongoing monthly and bimonthly sessions. System includes executive mentor weekly agendas, advisor videos and 2 onsite visits.

Budget code: 01.0930.1110.1000.09300.000.267.267.5800, SPSA Goal 4.2

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EXHIBIT B

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

1. One of the boxes below <u>must be checked</u> , and an executed copy of this form must be attached to the Independent Contractor Agreement ("Agreement").
Contractor's employees will have NO CONTACT or interaction with District pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee. Accordingly, shall not apply to Contractor's services under this Agreement. (Reflects changes in the law that limit waivers of fingerprint requirements only those who will have no contact with students. This certification should be required for all contracts, even those where the services will be conducted online).
Contractor's employees will have contact or interaction with District pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee. Accordingly, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Contractor's services under this Agreement, and Contractor certifies its compliance with these provisions as follows: "Contractor certifies that the it has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Contractor's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of independent contractors of the Contractor, who may have contact with District pupils, outside of the providing services pursuant to the Agreement, and the California Department of Justice has determined section 45122.1. A complete and accurate list of all Employees who may have unsupervised interaction with District pupils during the course and scope of the Agreement is attached hereto.
WHEN CONTRACTOR PERFORMS A CRIMINAL BACKGROUND CHECK, IT SHALL IMMEDIATELY PROVIDE ANY SUBSEQUENT ARREST AND CONVICTION INFORMATION IT RECEIVES TO ANY LOCAL EDUCATIONAL AGENCY THAT IT IS CONTRACTING WITH PURSUANT TO THE SUBSEQUENT ARREST SERVICE.
2. Megan's Law (Sex Offenders). Contractor shall verify and continue to verify that the employees of Contractor that will be on the project site and the employees of the subcontractor(s) that will be on the project site are NOT listed on California's 'Megan's Law" Website (http://www.meganslaw.ca.gov/).
MUST BE COMPLETED BY CONTRACTOR'S AUTHORIZED REPRESENTATIVE I am a representative of the Contractor entering into this Agreement with the District and I am familiar with the facts herein certified and am authorized and qualified to execute this certificate on behalf of Contractor.
CONTRACTOR By: Global Contractor of Contractor of Authorized Representative Date
Title: Kris Menon, Owner
Print Name and Title

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EXHIBIT C

WORKERS' COMPENSATION CERTIFICATION

(Contractor REQUIRED to complete.)

Labor Code section 3700 (workers' compensation and insurance) in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. I certify I will comply with all California workers' compensation insurance requirements before commencing the performance of the Services of this Contract. Alternatively, I certify that I am a sole proprietor, have no employees, and am self-insured. I understand the District will not obtain workers' compensation insurance on my behalf or on behalf of my employees or subcontractors.

MUST BE COMPLETED BY CONTRACTOR'S AUTHORIZED REPRESENTATIVE:

I am a representative of the Contractor entering into this Agreement with the District and I am familiar with the facts herein certified and am authorized and qualified to execute this certificate on behalf of Contractor.

CONTRACTOR

Signature of Contractor or Authorized Representative

Date

Title: Kris Menon, Owner

Print Name and Title

In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Services under this Agreement.

EXHIBIT D

DATA PRIVACY ADDENDUM

(Contractor REQUIRED to Complete; Applicable when AGREEMENT involves access to Pupil/Employee Data)

This Data Privacy Addendum ("Data Privacy Addendum") to the Agreement Between Mt. Diablo Unified School District and Independent Contractor ("Independent Contractor Agreement") is entered into by and between Contractor and Mt. Diablo Unified School District ("District"). To the extent that any term or condition set forth in this Addendum conflicts with the Independent Contractor Agreement, the provisions of this Addendum will control.

WHEREAS, in order to provide the services described in the Agreement, the Contractor may receive or create, and the District may provide documents or data related to students ("Student Data") that are covered by several state and federal privacy laws, including: the Family Educational Rights and Privacy Act (FERPA), the Children's Online Privacy Protection Act (COPPA), Education Code section 49073.1, and the Student Online Personal Information Protection Act (SOPIPA). The District and Contractor desire to ensure compliance with applicable state and federal laws, school policies, procedures and regulations.

NOW, THEREFORE, in consideration of the above premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, intending to be legally bound, the parties hereto agree as follows:

- 1. Use. Contractor shall not use any information in a Student Data¹ for any purpose other than those required or specifically permitted by the Independent Contractor Agreement, and shall comply with all applicable state and federal laws pertaining to Student Data privacy and security. Contractor shall require all employees and agents who have access to Student Data to comply with all applicable provisions of this Data Privacy Addendum. Contractor shall not sell or otherwise derive a benefit from sharing information in a Student Data with a third party. Contractor shall enter into written agreements with all subcontractors performing functions pursuant to the Independent Contractor Agreement, whereby the subcontractors agree to protect Student Data in manner consistent with the terms of this Data Privacy Addendum.
- 2. Ownership. All Student Data obtained by Contractor from District continues to be the property of and under the control of the District. The District retains exclusive control over student and staff data, including determining who may access data and how it may be used for legitimate authorized purposes.
- 3. Export. Contractor shall provide a means by which its employees, when so authorized, can search and export Student Data through reasonable procedures such that the District can respond to a parent, legal guardian or eligible student who seeks to review personally identifiable information on the pupil's records or correct erroneous information.
- 4. Disposition. The Contractor agrees that upon expiration or termination of services under this Agreement, Contractor shall dispose or delete all Student Data obtained under the Independent Contractor Agreement. Disposition shall include (1) the shredding of any hard copies of any Student Data; (2) Erasing; or (3) Otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in the Independent Contractor Agreement authorizes Contractor to maintain Student Data obtained under the Independent Contractor Agreement beyond the time period reasonably needed to complete the disposition.

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¹ "Student Data" includes any information directly related to a pupil that is maintained by the District or acquired directly from the pupil. Pupil Records do not include de-identified information (information that cannot be used to identify an individual pupil) used: (1) to improve educational products for adaptive learning purposes and for customized pupil learning; (2) to demonstrate the effectiveness of the operator's products in the marketing of those products; or (3) for the development and improvement of educational sites, services, or applications.

- 5. Security. Contractor shall maintain adequate administrative, physical, and technical data security measures, consistent with industry standards and technology best practices, to protect Student Data from unauthorized access, disclosure or acquisition by unauthorized persons, and shall not copy, reproduce or transmit data obtained pursuant to the Agreement except as necessary to fulfill the purpose of the Agreement. Where applicable, the Contractor will require unique account identifiers, usernames and passwords that must be entered each time a client or user signs on.
- 6. Prohibited Use. Contractor shall not use Student Data, or any data derived from Student Data, to perform or deliver targeted advertising to students, and is prohibited from selling or providing Student Data to third parties for any purpose without District's written consent.
- 7. Breach Protocol. Upon becoming aware of any unlawful or unauthorized access to Student Data stored on equipment used by Contractor or in facilities used by Contractor, Contractor will take the following measures:
 - (a) promptly notify the District of the suspected or actual incident within a reasonable amount of time of the incident, not to exceed forty-eight hours, and shall present the information under the following headings: "What Happened," "What Information was Involved," "What We are Doing," What You Can Do," and "Persons to Contact for More Information"; and
 - (b) promptly investigate the incident and provide District with detailed information regarding the incident, including the identity of affected users; and
 - (c) and assist the District in notifying affected users, affected parents, legal guardians of commercially reasonable steps to mitigate the effects and to minimize any damage resulting from the incident. Upon request from District, Contractor shall reimburse District for actual costs associated with notifying affected parties
- 8. Entire Agreement. This Data Privacy Addendum constitutes the entire agreement between the Parties with respect to the subject matter herein. It supersedes, and the terms of this Data Privacy Addendum govern, any and all previous oral and written communications between the parties, their Affiliates, and their respective employees and representatives regarding these matters.
- 9. Successors Bound. This Data Privacy Addendum is and shall be binding upon the respective successors in interest to Contractor in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business.

MUST BE COMPLETED BY CONTRACTOR'S AUTHORIZED REPRESENTATIVE:

I am a representative of the Contractor entering into this Agreement with the District and I am familiar with the facts herein certified and am authorized and qualified to execute this Data Privacy Addendum on behalf of Contractor.

CONTRACTOR	
By: Cera Mana	G4(23
Signature of Contractor	Date
Title: Kris Menon, Owner	
Print Name and Title	

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/12/2023

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 be endorsed. If SUBROGATIONIS 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				CONTA	СТ				
A J GALLAGHER RSK MGMT SVCS/PHS					NAME: PHONE (888) 920-6259 FAX				
20268025				(A/C, No, Ext):					
The Hartford Business Service Center				E-MAIL					
3600 Wiseman Blvd				ADDRES	SS:				
San Antonio, TX 78251						RER(S) AFFORDIN	IG COVERAGE		NAIC#
INSURED				INSURE	RA: Hartfor	d Casualty Ins	urance Compa	iny	29424
IGNITE CONSULTING LLC				INSURE	RB:				
PO Box 2602				INSURE					
GIG HARBOR WA 98335									
				INSURER D:					
				INSURE	RE:				
				INSURE	RF:				
COVERAGES C	ERTIF	ICATE	NUMBER:				ION NUMBER		1
THIS IS TO CERTIFY THAT THE POLICIE	S OF I	NSURA	NCE LISTED BELO	VAH WC	E BEEN ISSUED	TO THE INSURE	ED NAMED ABO	VE FOR TH	IE POLICY PERIOD
INDICATED.NOTWITHSTANDING ANY RI CERTIFICATE MAY BE ISSUED OR M.	EQUIR	EMENT	TERM OR COND	DITION O	ROED BY THE	POLICIES DES	CRIBED HEREI	N IS SUBJ	ECT TO ALL THE
TERMS, EXCLUSIONS AND CONDITIONS	OFSI	JCH PO	DLICIES, LIMITS SH	HOWN M	MAY HAVE BEEN I	REDUCED BY P	AID CLAIMS.		
INSR TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMB		POLICY EFF POLICY EXP LIMITS				
COMMERCIAL GENERAL LIABILITY	INSR	WVD			(MM/DD/YYYY)	(MM/DD/Y YYY)	EACH OCCURRE	NCE	\$1,000,000
CLAIMS-MADE X OCCUR						1	DAMAGE TO REN		\$300,000
						1	MED EXP (Any or		\$10,000
			00 0D4 NV0	750	11/16/2022	11/16/2023	PERSONAL & AD		\$1,000,000
A			20 SBA NY3	750	50 11/10/2022		GENERAL AGGR	ECATE	\$2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - CO		\$2,000,000
POLICY JECT X LOC						1	PRODUCTS	INIP/OP AGG	Ψ2,000,000
OTHER:							COMPANIED CINC	CIBAT	
AUTOMOBILE LIABILITY							COMBINED SING (Ea accident)	LE LIMIT	\$1,000,000
ANY AUTO				3750	11/16/2022	11/16/2023	BODILY INJURY	(Per person)	
A ALL OWNED SCHEDULED	20 SBA NY		BODILY INJURY				(Per accident)		
HUDED HADIOS			PROPERTY DAM				MAGE		
X AUTOS X AUTOS							(Per accident)		
UMBRELLA LIAB OCCUR							EACH OCCURRE	NGE	
EXCESS LIAB CLAIMS- MADE							AGGREGATE		
DED RETENTION \$	ĺ								
WORKERS COMPENSATION							PER STATUTE	OTH-	
AND EMPLOYERS' LIABILITY ANY Y/N							E.L. EACH ACCII		\$1,000,000
PROPRIETOR/PARTNER/EXECUTIVE	Y _{N/A}		20 SBA NY3	3750	11/16/2022	11/16/2023	E.L. DISEASE -E		\$1,000,000
OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under									
							E.L. DISEASE - F	OLICY LIMIT	\$1,000,000
DESCRIPTION OF OPERATIONS below	-	-					Each Cla	im Limit	\$5,000
A EMPLOYMENT PRACTICES			20 SBA NY3750		11/16/2022 11/16/2023				\$5,000
LIABILITY DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)									
Those usual to the Insured's Operations									
CERTIFICATE HOLDER CANCELLATION									
Mt Diable Unified School District					SHOULD ANY	OF THE ABOV	E DESCRIBED	POLICIES	BE CANCELLED
Pine Hollow Middle School					BEFORE THE E	XPIRATION DA'	I E THEREOF, N	NUTICE WIL ONS	L BE DELIVERED
1936 CARLOTTA DR	IN ACCORDANCE WITH THE POLICY PROVISIONS.								
CONCORD CA 94519					AUTHORIZED REPRESENTATIVE				
					Susan S. Castaneda				



Select Customer Insurance Center

8711 UNIVERSITY EAST DRIVE

CHARLOTTE NC 28213

Policyholder, please call us at: (866) 467-8730

Agent, please call us at: (888) 920-6259

INSURANCE ENDORSEMENT ATTACHED

*** PLEASE REVIEW THE CHANGE ***

Enclosed is an endorsement for your business insurance policy. Please review it at your convenience. If you have questions or need to make further changes:

Policyholder, please call us at: (866) 467-8730

Agent, please call us at: (888) 920-6259 between 7 A.M. and 7 P.M. CST.

The premium billing will be mailed to you separately. You can expect to receive it soon.

Thank you for allowing us to service your business needs.

A J GALLAGHER RSK MGMT SVCS/PHS

THE HARTFORD SELECT CUSTOMER INSURANCE CENTER



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGE

This endorsement changes the policy effective on the Inception Date of the policy unless another date is indicated below:

Policy Number: 20 SBA NY3750 DV

Named Insured and Mailing Address; IGNITE CONSULTING LLC

PO Box 2602

GIG HARBOR WA 98335

Policy Change Effective Date: 02/14/23 Effective hour is the same as stated in the

Declarations Page of the Policy.

Policy Change Number: 001

Agent Name: A J GALLAGHER RSK MGMT SVCS/PHS

Code: 268025

, C

POLICY CHANGES:

HARTFORD CASUALTY INSURANCE COMPANY

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING STATEMENT.IF YOU ARE ENROLLED IN REPETITIVE EFT DRAWS FROM YOUR BANK ACCOUNT, CHANGES IN PREMIUM WILL CHANGE FUTURE DRAW AMOUNTS.

THIS IS NOT A BILL.

NO PREMIUM DUE AS OF POLICY CHANGE EFFECTIVE DATE

BUSINESS LIABILITY OPTIONAL COVERAGES ARE REVISED

ADDITIONAL INSURED(S) ARE ADDED
THE FOLLOWING ARE ADDITIONAL INSURED FOR BUSINESS LIABILITY COVERAGE IN
THIS POLICY.

LOCATION 001 BUILDING 001

PERSON/ORGANIZATION: SEE FORM IH 12 00

FORM NUMBERS OF ENDORSEMENTS ADDED AT ENDORSEMENT ISSUE: PRO RATA FACTOR: 0.754

THIS ENDORSEMENT DOES NOT CHANGE THE POLICY EXCEPT AS SHOWN.

Form SS 12 11 04 05 T Page 001 (CONTINUED ON NEXT PAGE)

Process Date: 02/14/23 Policy Effective Date: 11/16/22

Policy Expiration Date: 11/16/23

POLICY CHANGE (Continued)

Policy Number: 20 SBA NY3750

Policy Change Number: 001

IH12001185 ADDITIONAL INSURED - PERSON-ORGANIZATION

Form SS 12 11 04 05 T Process Date: 02/14/23 **Page** 002

Policy Effective Date: 11/16/22
Policy Expiration Date: 11/16/23

POLICY NUMBER: 20 SBA NY3750

p. 6



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PERSON-ORGANIZATION

MT. DIABLO UNIFIED SCHOOL DISTRICT: ITS OFFICERS, OFFICIALS, AGENTS, AND VOLUNTEERS 1936 CARLOTTA DR CONCORD, CA 94519

Form IH 12 00 11 85 T SEQ. NO. 001 Printed in U.S.A. Page 001

INVOICE

Ignite Nation PO Box 2602 Gig Harbor, WA 98335 kris.menon@ignitenation.org +1 (253) 318-9720 http.www.igniteforschools.com

Mt Diablo Unified School District

Bill to

Mt Diablo Unified School District 1936 Carlotta Drive Concord, Ca 94519

Ship to

Mt Diablo Unified School District 1936 Carlotta Drive Concord, Ca 94519

Invoice details

Invoice no.: 2200 Invoice date: 06/01/2023 Terms: Due on receipt Due date: 06/01/2023

Product or service

Amount

professional development

1 unit × \$5,000.00

\$5,000.00

Registration for all staff training day at Pine Hollow MS. Customized to align with SIP of increasing school culture and creating shared beliefs. Team building and beginning the culture advancement process

executive mentor camp

1 unit × \$5,000.00

\$5,000.00

Registration for the Kick off training for the new team of executive mentors and advisors at Pine Hollow supporting the program. Skill development and vision for the yearlong system

Ignite-Student to Student Mento

2 units × \$5,000.00

\$10,000.00

Registration for the Mentor kick off training 2 day event supporting the orientation of the 6th grade class. Leadership development, skill development and onsite support of how to run an effective orientation day

Materials and curriculum

\$3.800.00

Online training system supporting the staff and student mentors leading. Over 30 instructional video lessons and classroom power points and lesson plans

yearlong coaching

1 unit × \$6,000.00

\$6,000.00

School advisors assigned an Ignite coach for ongoing monthly and bimonthly sessions. System includes executive mentor weekly agendas, advisor videos and 2 onsite visits

Total

\$29,800.00

Ways to pay







Overdue

06/01/2023



Ignite Consulting

Proposal to Increase Student Voice & Strengthen School Culture

Prepared For: Pine Hollow Middle School

Prepared By: Kris Menon Founder CEO

Date: March 29th 2023

Ignite Nation: A Cross Age Peer Mentoring Program

"Cross-age peer programs provide growth and learning opportunities for both mentors and mentees, resulting in a "double impact" that is appealing to schools and districts attempting to support students with limited financial and community resources."

Michael Garringer & Patti MacRae, Mentoring Resource Center onal Learning Standards

Ignite Nation supports the Social Emotional Learning Standards

- STANDARD 1 SELF-AWARENESS Individual has the ability to identify their emotions, personal assets, areas for growth, and potential external resources and supports.
- STANDARD 2 SELF-MANAGEMENT Individual has the ability to regulate emotions, thoughts, and behaviors
- STANDARD 3 SELF-EFFICACY Individual has the ability to motivate themselves, persevere, and see themselves as capable.
- STANDARD 4 SOCIAL AWARENESS Individual has the ability to take the perspective of and empathize with others
 from diverse backgrounds and cultures.
- STANDARD 5 SOCIAL MANAGEMENT Individual has the ability to make safe and constructive choices about personal behavior and social interactions.
- STANDARD 6 SOCIAL ENGAGEMENT Individual has the ability to consider others and show a desire to contribute to the well-being of school and community.

Ignite Nation has a Multi-Tiered System of Supports (MTSS) is used to address the current needs of student. Some students struggle with academics, others struggle with behavioral challenges, trauma, and mental health. While some others struggle with all areas. Ignite provides a framework supporting staff and students academic and behavioral strategies. Ultimately, MTSS helps to create a positive environment for all students which in turn impacts school climate. Ignite Nation is a program framework that allows a school to systematically provide social and emotional supports to students through a cross-age mentorship program as a Tier 1 & II support for all students:

We believe that students have the potential, with the help of caring adults and in the context of supportive school community, to drastically improve school experience for themselves and their peers. Peer mentoring places students at the center of efforts to improve schools by harnessing the power of positive peer relationships and social and emotional learning to engage and re-engage students.

Both the mentors and mentees build social and learning skills, and ultimately become engaged citizens within their school communities. Over time the articulation of language of 'doing your best work' and 'being your best self' becomes part of who they are. It is worth noting that this model is intended to serve all students, not only students who have been identified as needing additional support. In this way, higher-risk students benefit from exposure to more motivated and academically successful students in a supportive, structured setting. Lower risk, but still vulnerable students receive mentoring to overcome obstacles that could eventually lead to more serious problems. As a result, Ignite Nation is a program all students feel proud to be a part of, rather than one that could be stigmatized as a program for struggling students.

A peer mentoring approach can have a profound impact on participating students. Students who participate in the Ignite Nation program, as mentors, learn to build caring and empathic relationships in which they communicate more effectively and work together more productively. The benefits for the mentees can be: Improved social skills, greater feelings of connection to the school and peers, decreased behavior problems, and increased student attendance and academics.

Cross aged peer mentoring can be a straightforward, cost-effective, and evidence-based solution for creating and sustaining student engagement that requires a modest upfront investment and a small recurring yearly cost. It also requires relatively minor changes to the way schools do business yet has been shown to lead to massive changes in students' feeling of self-worth and student ownership for their learning. Given the low cost of implementation, the infrastructure, and critical resources already in place (younger students, older students, and willing staff), we feel strongly that the Ignite Nation system can continue to assist close academic and social/emotional gaps for students.

- 1. Ignite Compass: Ignite advisors attend a training to prepare them for the role of yearlong advisor. The training will provide insight into the mentor curriculum, train the trainer model, mentor rubric, yearlong goal setting, recommended celebrations, and Ignite Watch supporting the incoming class and building outcomes including improved attendance, reduced referrals, and improved academics.
- 2. **Executive Mentor Camp:** a one-day camp that will build leadership capacity in your new team of leaders. The team will come together, set goals, and begin to develop management skills to take the lead with their mentors. Though out the year the team will build on the commitment and goals set for themselves and their team and learn the real value of being a servant leader.
- 3. **Student Mentor Kick off Training Camp**:2-day Mentor Camp. Our servant leadership system allows for all stakeholders to own the success of the program. Foundational training provides a vision and provides your students motivation to do their best work, while sharpening leadership skills. Kick off training will includes assembly skills and training for 4-6 breakouts for orientation as well as onsite support for your fall orientation if needed.
- **4. Yearlong Transitions Curriculum & Online Transitions Mentor Training System:** Support the mentors and advisors with yearlong lessons for every 6th grade student. Our training system will be customized to align with school schedule. Ignite coach will work with advisory team and build leadership to provide a customized calendar of lessons. Ignite 'Thinkific' online lessons will include instructional lessons, sample of mentors modeling the 4 parts of a lesson, reflections, quizzes, and journaling the process and the relationship.
- **5. Ongoing yearlong Ignite coaching** Ongoing monthly coaching for assigned staff, is all part of the system. Our multi-tiered approach supports our sustainable system and begins to give ownership in year one. An Ignite Coach will be assigned to your school and monthly coaching meetings supporting your building advisors. Monthly calls include planning time to review lessons to align with school needs, coach staff and executive mentors on M2M rubric, staff feedback and certification process. Our train the trainer system includes a coach onsite for 2 of the 8 M2M lessons in year one.

Transitions yearlong system	\$29.800
5. Yearlong Coaching Advisors and supporting Executive Mentors: Our ongoing coaching aligned with the customized yearlong plan will provide your staff the confidence and structure needed for a yearlong system. Coaching will include 2 onsite sessions and monthly zoom calls including monthly recommended focus areas, academic support system, social media system and promotions. Executive mentor meeting agendas, power points and ongoing student support are all part of the system.	\$6,000
4. Yearlong M2M Curriculum: Support your yearlong system with our thinkific training modules, instructional videos and samples of students leading every lesson. Training system includes classroom power points, lesson plans and teacher reflections and t-shirts for mentors	\$3,800
2. Registration for Kick off Student Mentor Training 2 -day camp for 50 student mentors, 10 executive mentors and Ignite teachers: Onsite team of 1 Ignite coach and 2 trainers will lead the 2-day event. Goal is to rain mentors on their role of being a yearlong mentor, vision, and skills to being a student mentor and how to ead lesson one of your yearlong systems. Skill development, teambuilding, working in small groups, learning the training system, classroom management skills are all part of the two-day leadership development system.	\$10,000
reliefs. Day aligned with onsite support for 6th grade orientation support. 2 trainers L. Registration for Executive Mentor Camp. develop leadership capacity and begin to help the team come ogether with common goals and vision. The executive mentors will be the foundational rock in the mentor amp and trained to co-lead the event with the Ignite staff.	\$5,000
.Staff Day: Customized staff day. Team building, community building and supporting the shared beliefs and ision for the year. Staff will come together and begin the culture advancement process of creating shared	\$5,000

Terms of Working Agreement

Middle School Agrees to:

- 1. Provide location for training students and staff including projector, screen, speakers, tables and chairs, materials, and room/space for activities.
- 2. Inform participants regarding training dates, times, location, and meals that will be provided.
- 3. Inform staff and parents of the training purpose and logistics of the event.
- 4. Provide lunch arrangements for participants for all day events.
- 5. Have at least one adult present during training times. (Recommend advisors are given a stipend or compensated for training days outside of school time.)
- 6. Communicate with staff and district about vision and goals for the program.
- 7. Collect student permission forms for photos to be taken during events and shared with district.
- 8. Collect and communicate relevant data for Ignite including failure rate, referrals, and attendance
- 9. Provide 50% of contract value within 30 days of agreement if under \$50,000.
- 10. Provide school staff with copy of lesson plans, teacher preview and teacher feedback form before every lesson.

Ignite Consulting Agrees to:

- 1. Provide training materials for participants and mentors.
- 2. Provide onsite training per guideline of contract agreement.
- 3. Work with admin and advisors to customize objectives and calendar events to meet building needs.
- 4. Provide an Online Training System for Advisors and Mentors.
- 5. Training system includes, lesson plans, videos, power points, and teacher previews and classroom power points guiding lessons.
- 6. Provide t-shirts and certificates to participants who have completed the appropriate program.
- 7. Provide feedback and evaluations on contract agreement on how program is going and provide recommended course corrections.
- 8. Provide recommended assessment tool for all participants at end of year and provide tally report to school.

•	ulting Proposal Ag		
Founder:	two Monon	Date:3/29/2023	
Pine Hollow	/ Middle School		
Principal: _		Date:	
PO Assigne	d:		