



**MT. DIABLO UNIFIED SCHOOL DISTRICT**  
1936 Carlotta Drive - Concord, CA 94519 - Phone (925) 682-8000  
**AGREEMENT BETWEEN MT. DIABLO UNIFIED SCHOOL DISTRICT  
AND INDEPENDENT CONTRACTOR**

THIS AGREEMENT is made this 16th day of September, by and between the Mt. Diablo Unified School District (hereinafter "District") and Knowing Technologies, LLC hereinafter "Contractor").

**RECITALS**

**WHEREAS**, District is a school district in the County of Contra Costa, State of California, and has its principal place of business at 1936 Carlotta Drive, Concord, CA 94519. District desires to engage the services of Contractor and to have said Contractor render services in accordance with the terms and conditions provided in this Agreement.

**WHEREAS**, District is authorized to enter into this Agreement pursuant to Government Code section 53060 or Public Contract Code section 20111, or both, as further set forth below.

**NOW, THEREFORE**, District hereby engages Contractor to render services under the terms and conditions of this Agreement.

**AGREEMENT**

1. **Performance of Services.**

- (a) Contractor agrees to perform the services described on **Exhibit A** (hereinafter "Services"), attached hereto and incorporated herein, as an independent contractor. Contractor will determine the means, manner, method, and details of performing the Services. Contractor shall be responsible for providing the materials, tools and transportation necessary for the performance of the Services. Contractor may, at Contractor's own expense, use non-District employees to perform the Services under this Agreement. Subcontractors may be used only with the written approval of the District.
- (b) Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of the District. Contractor shall be solely responsible for the professional performance of the Services, and shall receive no assistance, direction, or control from District. Contractor shall have sole discretion and control of Contractor's Services and the manner in which they are performed.

2. **Compensation.** District agrees to compensate Contractor for the performance of the Services on the basis set forth below. Contractor shall be responsible for all expenses incurred in association with the performance of the Services. This Agreement is **NOT TO EXCEED** \$32,250.  
The basis of the fee for Services shall be as follows:

**District staff to check the applicable box.**

\$ \_\_\_\_\_ per hour       \$ \_\_\_\_\_ per day       \$ 6,143.00 per engagement

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

- (a) 01 - 4035 - 1110 - 1000 - 31750 - 000 - 658 - 004 - 5800 \$ 24,452.00
- (b) 01 - 4127 - 1110 - 1000 - 31480 - 000 - 658 - 004 - 5800 \$ 10,798.00
- (c) \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ \$ \_\_\_\_\_

3. **Payment Schedule.** The Contractor shall submit to the District an invoice as further set forth below. The District shall review the payment request and, as soon as practical, shall: (i) pay the requested amount; or (ii) inform the Contractor that all or some part of the request is disputed.

Contractor shall submit invoices in accordance with the following schedule:

**District staff to check the applicable box.**

- Partial Payments.** Contractor shall invoice District on a monthly basis for work performed in the preceding month pursuant to this Agreement. A District Administrator will verify the invoice to ensure that all required Services have been satisfactorily performed.
- Scheduled Payments.** District shall submit payment to the Contractor per the schedule detailed in “Exhibit A” see page 8 of this Agreement. A District Administrator will verify the invoice to ensure that all required Services have been satisfactorily performed in accordance with the relevant timeline.
- Payment in Full.** Contractor shall invoice District on completion of the Services. A District Administrator will verify the invoice to ensure that all required Services have been satisfactorily performed.

4. **Term and Termination.**

- (a) **Term.** This Agreement will become effective on September 16, 2022. This Agreement will terminate upon the completion of the Services or when terminated as set forth below.
- (b) **Termination for Cause.** Should either party default in the performance of this Agreement or materially breach any of its provisions, the non-breaching party may terminate this Agreement by giving written notice to the breaching party. Termination shall be effective immediately on receipt of said notice. Upon termination of this Agreement, District will compensate Contractor only for services satisfactorily rendered to the date of termination.
- (c) **Termination for Convenience.** The District may terminate this Agreement at any time by giving thirty (30) days written notice to the Contractor. Termination shall be effective immediately on receipt of said notice. Upon termination of this Agreement, District will compensate Contractor only for services satisfactorily rendered to the date of termination.

5. **Relationship of the Parties.** Contractor enters into this Agreement as, and shall continue to be, an independent contractor. Under no circumstances shall Contractor be considered an employee of District within the meaning of any federal, state, or local law or regulation including, but not limited to, laws or regulations governing unemployment insurance, old age benefits, workers’ compensation, industrial illness or accident coverage, taxes, or labor and employment in general. Under no circumstances shall Contractor look to District as his/her employer, or as a partner, agent, or principal. Contractor shall not be entitled to any benefits accorded to District’s employees, including, without limitation, workers’ compensation, disability insurance, vacation, or sick pay. Contractor shall be responsible for providing, at Contractor’s expense, and in the Contractor’s name, disability, workers’ compensation or other insurance, as well as licenses and permits usual or necessary for conducting the Services hereunder.

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

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

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

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

- (a) **Coverage minimums shall be at least as broad as:**

**District staff to check the applicable box.**

- (b) **Commercial General Liability (CGL).**

Agreements under \$25,000. Insurance Services Office Form CG 0001 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit (with aggregate limit no less than **\$2,000,000**).

Agreements of \$25,000 or More. Insurance Services Office Form CG 0001 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit (with aggregate limit no less than **\$4,000,000**).

- (c) **Automobile Liability.**

ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **\$1,000,000** per accident for bodily injury and property damage.

**For sole proprietors and small businesses** using personal vehicles, evidence of personal auto insurance may be accepted by the District as an alternative provided that such personal auto insurance provides coverage for business uses of the insured vehicle

- (d) **Workers' Compensation.**
  - As required by the State of California, with Statutory Limits, and **Employer's Liability Insurance** with limit of no less than **\$1,000,000** per accident for bodily injury or disease. All California employers must provide workers' compensation benefits to their employees under California Labor Code Section 3700.
  - If the Contractor is a sole proprietor with no employees,** it may be exempt from this requirement provided the Contractor is self-insured as certified in **Exhibit C**. If the Contractor employs one or more employees, it must provide this type of insurance coverage. The District shall not obtain workers' compensation insurance on behalf of Contractor or Contractor's employees.
  
- (e) **Other Coverages When Applicable.** (District staff to check applicable box(es)).
  - Professional Liability/Errors & Omissions Liability.** \$1,000,000/occurrence, \$2,000,000/aggregate. **Applicable for contractors with professional training providing a specialized advanced service, physicians, accountants, architects, engineers, and brokers**
  - Sexual Abuse and Molestation Coverage.** \$3,000,000/occurrence. **Applicable if the Contractor will be alone with students**
  - Cyber Insurance.** Not less than \$2,000,000 per claim to be maintained for the duration of the Agreement and three years following its termination. **Applicable if the Contractor will be using, storing, or accessing, the District's private, confidential, or protected information**
  
- (f) The District reserves the right to require that Contractor maintain and provide evidence of additional insurance coverages as may be necessary or desirable given the nature of the Services. If the Contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Contractor.
  
- (g) **Additional Insured Status.** The District, its officers, officials, employees, and volunteers are to be named as additional insured by endorsement to the Commercial General Liability policy and to the Sexual Abuse and Molestation policy, if applicable, with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations.
  
- (h) **Primary Coverage.** For any claims related to this Agreement, the Contractor's insurance coverage shall be primary insurance as it respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
  
- (i) **Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the District.

<b>INSURANCE REQUIREMENTS</b>			
No waiver will be granted to eliminate the insurance requirements out lined in this agreement. However, in special circumstances, certain insurance requirements may be modified or waived. The following items in Insurance Section 9 are hereby modified as follows. Note, a waiver for one (1) type of insurance does not constitute a waiver for all.			
Limits:			
Other:			
Initials of the Superintendent or Designee and the General Counsel or Designee, are REQUIRED to waive or modify any insurance in this Agreement.			
Superintendent or Designee	Date	General Counsel or Designee	Date

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

**DISTRICT**

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

**CONTRACTOR**

Business Name: Knowing Technologies, LLC

Attn: \_\_\_\_\_

Address 1528 S. El Camino Real, Ste. 307

City/State/Zip San Mateo, CA 94402

Phone: 650-461-4121

Fax: \_\_\_\_\_

Email: billing@knowingtechnologies.com

Tax ID #: 204726783

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

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

PURCHASE REQUEST # \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date last written below.

**MT. DIABLO UNIFIED SCHOOL DISTRICT**

Knowing Technologies, LLC

Name of Company/Organization or Independent Contractor/Consultant

By: \_\_\_\_\_  
Signature of Principal/Budget Administrator

Date

By:  \_\_\_\_\_  
Signature of Contractor/Consultant

9/1/2022  
Date

Title: \_\_\_\_\_  
Print Name and Title

Title: Tom Wildman, CEO  
Print Name and Title

By: \_\_\_\_\_  
Signature of District Administrator (if applicable) Date

Title: \_\_\_\_\_  
Print Name and Title

**THIS AGREEMENT IS AUTHORIZED AND APPROVED:**

By: \_\_\_\_\_  
Signature of Superintendent or Designee Date

Title: \_\_\_\_\_  
Print Name and Title

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

By: \_\_\_\_\_  
Signature of Originator Date

Title: \_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Site/Department Originating this Agreement

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

\_\_\_\_\_  
\_\_\_\_\_

PURCHASE REQUEST # \_\_\_\_\_

**EXHIBIT A**  
**DESCRIPTION OF SERVICES, TIMELINES,  
AND PARTIAL PAYMENT SCHEDULE (if applicable)**  
*(Note that all payments are generated from an invoice.)*

Scope of Services for 2022-2023 School Year.  
Payment Schedule: \$6143.00/month

Instructional Innovation Program. Knowing Technologies will provide De La Salle High School an Instructional Innovation Coach to develop and implement a professional development program and the services provided in connection with the program in partnership with the school's academic leadership team during the academic year.



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

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

Contractor’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, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 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 whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may have contact with District pupils, outside of the immediate supervision and control of the pupil’s parent or guardian or a school employee, in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. 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:  9/1/2022  
Signature of Contractor or Authorized Representative Date

Title: Tom Wildman, CEO  
Print Name and Title

**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**

By:  9/1/2022  
 Signature of Contractor or Authorized Representative Date  
 Title: Tom Wildman, CEO  
 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 Data<sup>1</sup> 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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<sup>1</sup> “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:  9/1/2022  
\_\_\_\_\_  
Signature of Contractor Date

Title: Tom Wildman, CEO  
\_\_\_\_\_  
Print Name and Title



Select Customer Insurance Center

3600 WISEMAN BLVD.

SAN ANTONIO TX 78251

Policyholder, please call us at: (888) 242-1430

Agent, please call us at: (888) 242-1430

SERVICE.TX@THEHARTFORD.COM

## **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: (888) 242-1430

Agent, please call us at: (888) 242-1430 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.

**USAA INSURANCE AGENCY INC/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:** 65 SBA TQ4749 DX

**Named Insured and Mailing Address;** KNOWING TECHNOLOGIES LLC

1528 S EL CAMINO REAL STE 110  
SAN MATEO CA 94402

**Policy Change Effective Date:** 05/05/22

**Effective hour is the same as stated in the  
Declarations Page of the Policy.**

**Policy Change Number:** 001

**Agent Name:** USAA INSURANCE AGENCY INC/PHS

**Code:** 812845

### **POLICY CHANGES:**

SENTINEL INSURANCE COMPANY, LIMITED

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

PROPERTY OPTIONAL COVERAGES APPLICABLE TO ALL LOCATIONS ARE ADDED

COMPUTERS AND MEDIA COVERAGE

FORM SS 04 41

DEDUCTIBLE: \$ 1,000

FORM NUMBERS OF ENDORSEMENTS REVISED AT ENDORSEMENT ISSUE:

IH12001185 ADDITIONAL INSURED - PERSON-ORGANIZATION

PRO RATA FACTOR: 1.000

THIS ENDORSEMENT DOES NOT CHANGE THE POLICY EXCEPT AS SHOWN.

**Form SS 12 11 04 05 T**

**Process Date:** 04/06/22

**Page** 001

**Policy Effective Date:** 05/05/22

**Policy Expiration Date:** 05/05/23

**POLICY NUMBER:** 65 SBA TQ4749



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

ADDITIONAL INSURED - PERSON-ORGANIZATION

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



THE HARTFORD  
BUSINESS SERVICE CENTER  
3600 WISEMAN BLVD  
SAN ANTONIO TX 78251

July 27, 2022

MT. DIABLO UNIFIED SCHOOL DISTRICT  
1936 CARLOTTA DR  
CONCORD CA 94519-1358

### Account Information:

Policy Holder Details :	KNOWING TECHNOLOGIES LLC
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### Contact Us

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#### Need Help?

Start a live chat online or call us at  
(866) 467-8730.

We're here weekdays from 8:00 AM to  
8:00 PM ET.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/27/2022

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 SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> EMBROKER INS SERVICES LLC/PHS 57556837 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> (866) 467-8730	<b>FAX (A/C, No):</b>
<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> KNOWING TECHNOLOGIES LLC 1528 S EL CAMINO REAL STE 307 SAN MATEO CA 94402-3067		<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURER A:</b> Hartford Fire and Its P&C Affiliates		<b>NAIC#</b> 00914
<b>INSURER B:</b>		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	57 WEC PI1684	08/26/2021	08/26/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE -EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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**
 MT. DIABLO UNIFIED SCHOOL DISTRICT  
 1936 CARLOTTA DR  
 CONCORD CA 94519-1358
**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

*Susan L. Castaneda*



THE HARTFORD  
BUSINESS SERVICE CENTER  
3600 WISEMAN BLVD  
SAN ANTONIO TX 78251

July 27, 2022

MT. DIABLO UNIFIED SCHOOL DISTRICT  
1936 CARLOTTA DR  
CONCORD CA 94519

### Account Information:

<b>Policy Holder Details :</b>	<b>KNOWING TECHNOLOGIES LLC</b>
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### Contact Us

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#### Need Help?

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(866) 467-8730.

We're here weekdays from 8:00 AM to  
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Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/27/2022

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

<b>PRODUCER</b> USAA INSURANCE AGENCY INC/PHS 65812845 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> (888) 242-1430	<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> KNOWING TECHNOLOGIES LLC 1528 S EL CAMINO REAL STE 307 SAN MATEO CA 94402-3067	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Sentinel Insurance Company Ltd.	<b>NAIC#</b> 11000
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability	X		65 SBA TQ4749	05/05/2022	05/05/2023	EACH OCCURRENCE	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			65 SBA TQ4749	05/05/2022	05/05/2023	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB <input checked="" type="checkbox"/> OCCUR CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			65 SBA TQ4749	05/05/2022	05/05/2023	EACH OCCURRENCE	\$3,000,000
							AGGREGATE	\$3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	
							E.L. DISEASE -EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
A	FAILSAFE TECHNOLOGY E OR O			65 SBA TQ4749	05/05/2022	05/05/2023	Each Glitch Aggregate	\$1,000,000 \$1,000,000

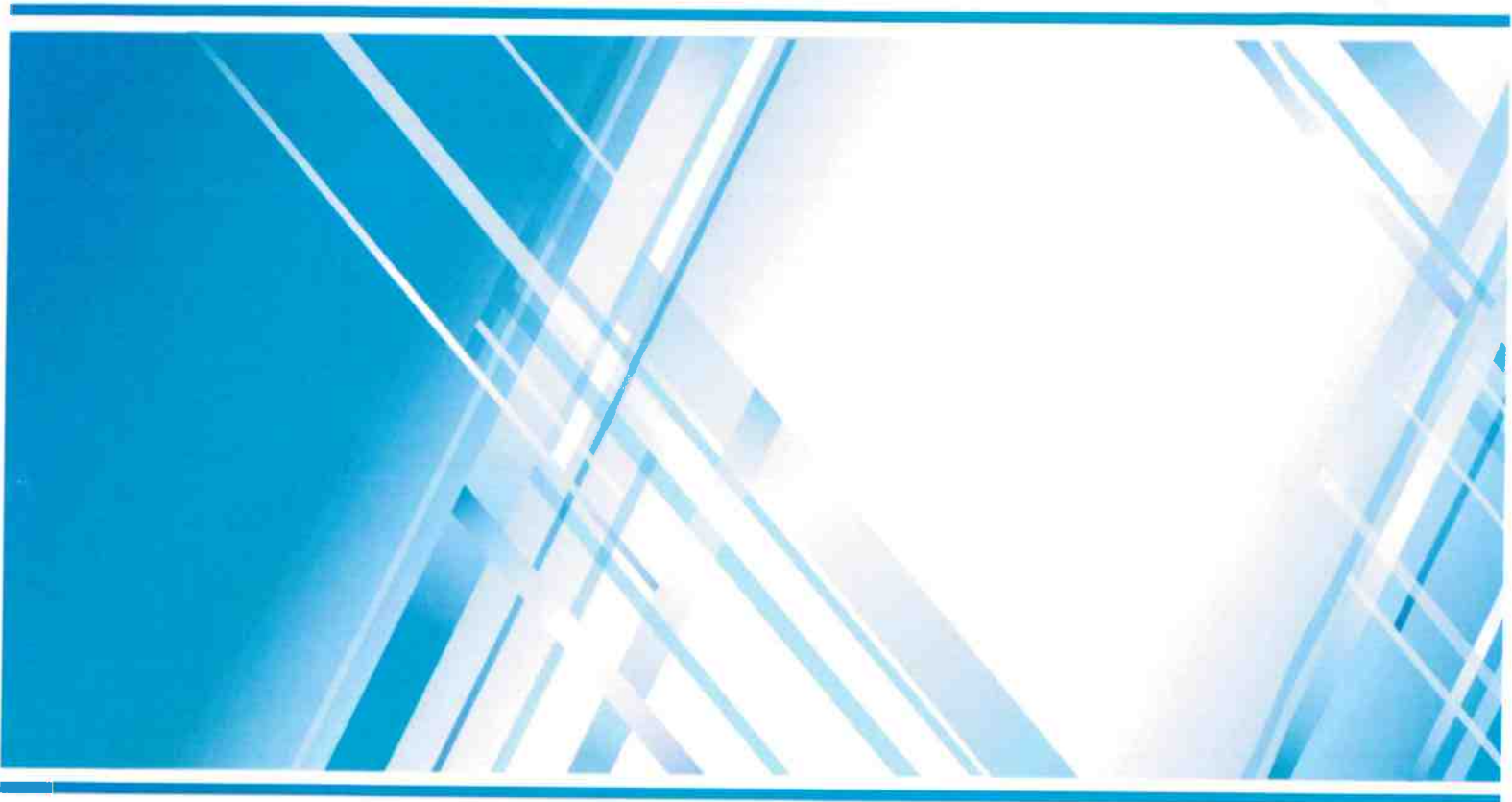
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SS0008 attached to this policy.

**CERTIFICATE HOLDER**
 MT. DIABLO UNIFIED SCHOOL DISTRICT  
 1936 CARLOTTA DR  
 CONCORD CA 94519
**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

*Susan J. Castaneda*



We have prepared a quote for you

**MDUSD Title II Vendor Contract — De La Salle HS  
/Knowing Technologies 2022-23**

Quote # 001429  
Version 1

Prepared for:

**Mt. Diablo Unified School District**

Fei Jin  
[jinf@mdusd.org](mailto:jinf@mdusd.org)

## Statement of Work

### Scope of Services; Service Levels:

- 1) Instructional Innovation Program. The Company will provide Client with an Instructional Innovation Coach to develop and implement a professional development program (the “**Program**” and the services provided in connection with the Program, the “**Program Services**”) for program participants (“**Participants**”) in partnership with the school’s academic leadership team during the academic year. During the summer, coaching experiences will be provided that can include educators, academic leaders, or other staff members. The number of participants in the summer program will be mutually agreed upon by the Company and Client.
  - a) Program Structure. Programming will include a range of coaching support for all participants including one to one and small group sessions. A specific program structure will be decided one to two months before the start of the Program between Company and Client.
  - b) Program Participants. Through an application process, a range of educators across different grade levels, disciplines, and skill levels with technology use and integration will be selected to participate in the Program. In addition to educators, an academic leader will be required to participate in regular meetings to receive updates on the progress of the program.
  - c) Program Sessions. Each Program participant will participate in a one to one and/or small group coaching sessions on a weekly or biweekly basis, totaling twenty hours of coaching per month, per Program. An academic leader will be required to meet between 1-4 hours per month. The Program sessions will primarily be virtual with no more than four on-site visits per Program year. Additional on-site visits will incur an additional cost. In addition to these sessions, regular communication (email, phone, video, in-person) with academic leadership will occur.

As part of the Program, the Company will:

- provide a presentation of the Program to Client’s administrative team and, if requested by Client, its faculty members;
- assist in the Participant selection process for the Program;
- conduct individual or small group coaching sessions with Participants during Client’s normal business hours every week that school is in session at least 4 weekdays (“Scheduled Days”) with the following exceptions:
  - the Company can select five of the Scheduled Days per year in which the representative will not be provided; and
  - the Company will reschedule any other Scheduled Day missed due to a Company representative illness or absence at a time proximate to the missed day.
- coordinate with Client to determine logistics of coaching sessions that include the day of week and length of each session for all Participants;
  - sessions will range from 45-60 minutes in duration; and



## ▶ Statement of Work

- no more than five sessions will be conducted each week.
- construct an Instructional Innovation Action Plan with each Participant at the start of the program. The Action Plan will include specific goals, tools and strategies to implement, progress made, evidence to support progress, and alignment to ISTE Standards;
- provide updates to academic leadership regarding each Participant's progress in the Program;
- conduct periodic "Reflect and Share" group sessions with all Participants and academic leadership to review progress;
- construct an Instructional Innovation Portfolio that will be made available to the entire faculty.

### Products

Description	Price	Qty	Ext. Price
Instructional Innovation Agreements <b>Instructional Innovation 2022-23</b>	\$6,143.00	12	\$73,716.00
<b>Subtotal:</b>			<b>\$73,716.00</b>

# EXHIBIT "C"

## KNOWING TECHNOLOGIES LLC

### AFFIDAVIT

JANUARY 1, 2015


The undersigned, Thomas Wildman, managing member of KNOWING TECHNOLOGIES LLC, a California limited liability (the "Company"), does hereby certify on behalf of the Company follows:

1. The Company requires all of its employees to provide proof of a negative tuberculosis test conducted by a medical office prior to employment with the Company.
2. The Company requires all employees to be tested for tuberculosis every three years and to provide the results of those tests from such medical office to the Company.
3. Any employee refusing to provide results or providing positive test results will be removed as a service provider of the Company.
4. The Company maintains at least one confirmed Department of Justice Custodian of Record on staff.
5. The Company requires all new Company employees to be screened by LiveScan for any such employee who will be working with children in the education field.
6. The Company is mandated to receive California state level CORI for the following applicant types: Contract Employee 9204I.
7. The Company receives notifications of arrest from the Department of Justice for all of its registered employees. In the event the Company receives a notification with respect to a Company employee and the arrest is for a crime that would make such employee unsuitable for contract work at schools, such employee will be removed from direct service to schools.

[Remainder of this page intentionally left blank; signatures follow.]

IN WITNESS WHEREOF, the undersigned has executed this Affidavit on behalf of Knowing Technologies LLC as Managing Member as of the date first noted above.

KNOWING TECHNOLOGIES LLC

By  \_\_\_\_\_  
Thomas Wildman  
Managing Partner

Dec 18, 2015



## Exhibit D

### Statement of Work

Reference is hereby made to that certain Master Services Agreement dated as of November 9, 2020 by and between Knowing Technologies, LLC, and De La Salle High School, (the “Agreement”). Capitalized terms not otherwise defined herein, shall have the meanings ascribed to them in the Agreement. This Statement of Work is an “SOW” as provided in the Agreement.

#### Scope of Services; Service Levels:

- 1) Instructional Innovation Program. The Company will provide Client with an Instructional Innovation Coach to develop and implement a professional development program (the “Program” and the services provided in connection with the Program, the “Program Services”) for program participants (“Participants”) in partnership with the school’s academic leadership team during the academic year. During the summer, coaching experiences will be provided that can include educators, academic leaders, or other staff members. The number of participants in the summer program will be mutually agreed upon by the Company and Client.
  - a) Program Structure. Programming will include a range of coaching support for all participants including one to one and small group sessions. A specific program structure will be decided one to two months before the start of the Program between Company and Client.
  - b) Program Participants. Through an application process, a range of educators across different grade levels, disciplines, and skill levels with technology use and integration will be selected to participate in the Program. In addition to educators, an academic leader will be required to participate in regular meetings to receive updates on the progress of the program.
  - c) Program Sessions. Each Program participant will participate in a one to one and/or small group coaching sessions on a weekly or biweekly basis, totaling twenty hours of coaching per month, per Program. An academic leader will be required to meet between 1-4 hours per month. The Program sessions will primarily be virtual with no more than four on-site visits per Program year. Additional on-site visits will incur an additional cost. In addition to these sessions, regular communication (email, phone, video, in-person) with academic leadership will occur.

As part of the Program, the Company will:

- provide a presentation of the Program to Client’s administrative team and, if requested by Client, its faculty members;
- assist in the Participant selection process for the Program;

- conduct individual or small group coaching sessions with Participants during Client’s normal business hours every week that school is in session at least 4 weekdays (“Scheduled Days”) with the following exceptions:
    - the Company can select five of the Scheduled Days per year in which the representative will not be provided; and
    - the Company will reschedule any other Scheduled Day missed due to a Company representative illness or absence at a time proximate to the missed day.
  - coordinate with Client to determine logistics of coaching sessions that include the day of week and length of each session for all Participants;
    - sessions will range from 45-60 minutes in duration; and
    - no more than five sessions will be conducted each week.
  - construct an Instructional Innovation Action Plan with each Participant at the start of the program. The Action Plan will include specific goals, tools and strategies to implement, progress made, evidence to support progress, and alignment to ISTE Standards;
  - provide updates to academic leadership regarding each Participant’s progress in the Program;
  - conduct periodic “Reflect and Share” group sessions with all Participants and academic leadership to review progress;
  - construct an Instructional Innovation Portfolio that will be made available to the entire faculty.
- 2) Client Responsibilities. Client agrees to cooperate fully with the Company and provide the Company access to such information, materials and data from its officers, agents, and employees as the Company may reasonably request or as required by the Company in connection with the Program Services. In order for the Company to deliver the Program Services under this SOW, Client will be responsible for the following:
- schedule a time for the Company to conduct a presentation of the Program to Client’s administrative team and if appropriate, its faculty members;
  - manage the selection process of Program Participants;
  - make final decisions on the Participants and communicate decisions with the Company within two weeks of SOW Start Date;
    - Once teachers have been selected, there can be no changes to the participating teachers selected unless the change is mutually agreed upon, in writing, by Client and the Company;
  - work jointly with the Company to determine the schedule of weekly sessions.
    - If schedule conflicts occur, it will be the responsibility of Client to communicate with the Company at least one week in advance to make

appropriate changes. No accommodations can be made otherwise. If a Participant fails to attend a planned meeting, rescheduling will not be allowed;

- communicate expectations of the Program with Participants that include their commitment to weekly meetings, the use of new technologies, sharing their instructional practices and curriculum when needed by the Company, and adjusting their schedules to accommodate the program;
  - work jointly with Company to manage participation issues or adherence to program expectations work jointly with the Company to schedule weekly sessions and coordinate periodic “Reflect and Share” group sessions; and
  - work jointly with Company to recruit teachers for summer learning opportunities and the subsequent year’s program (if appropriate).
- 3) Additional Projects. The Company may undertake additional projects on behalf of Client as mutually agreed in writing. Project scope, deliverables, and costs will be set forth in additional SOWs.
- 4) Start Date: July 1, 2022 (the “**SOW Start Date**”).
- 5) Length of Service: It is anticipated that the Services described in this SOW shall end on or about June 30, 2024.
- 6) Pricing: As consideration for the Company’s performance under this SOW with respect to the Services provided in Section 1 of this SOW, Client shall pay to Company an amount equal to \$6,143 per month for each month beginning with the SOW Start Date. Invoices will be submitted to and paid by Mt. Diablo Unified School District Title 2 funds in accordance with their rules and contract with the Company. For the avoidance of doubt, in the event that this SOW or the Agreement is terminated in accordance with Section 4(a) of the Agreement, the Company shall be entitled to retain any amounts that were prepaid hereunder.
- 7) Expenses. Client shall reimburse the Company for preapproved expenses incurred by the Company in the performance of its duties under this SOW. Expenses will be reimbursed at actual cost.
- 8) Payment Terms: Client shall pay Company the amount set forth above in accordance with Section 2 of the Agreement.

(remainder of this page intentionally left blank)

Accepted and Agreed to:

**KNOWING TECHNOLOGIES, LLC**

Signature:



Printed Name:

**Tom Wildman**

Title:

**Managing Partner**

Date:

**Jun 10, 2022**

Address:

1528 S. El Camino Real Suite 307  
San Mateo, CA, 94402

**DE LA SALLE HIGH SCHOOL**

Signature:



Lynne Jones (Jun 15, 2022 08:03 PDT)

Printed Name:

**Lynne Jones**

Title:

**Vice President for Finance**

Date:

**Jun 15, 2022**

Address:

1130 Winton Drive  
Concord, CA, 94518