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AUG 16 2017

**MT. DIABLO UNIFIED SCHOOL DISTRICT**

1936 Carlotta Drive  
Concord, CA 94519

RECEIVED

JAN 25 2018

BUDGET & FINANCIAL SERVICES

**AGREEMENT BETWEEN  
MT. DIABLO UNIFIED SCHOOL DISTRICT  
AND INDEPENDENT CONTRACTOR**

THIS AGREEMENT is made this 18th day of April, by and between the Mt. Diablo Unified School District (hereinafter "District") and Classroom Champions (hereinafter "Contractor").

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

1. Performance of Services

- (a) Contractor agrees to perform the services described on Exhibit "A" (hereinafter "Services") on page 4 of this Agreement as an independent contractor. Contractor will determine the means, manner, method, and details of performing the Services. Contractor shall be responsible for providing the materials, tools and transportation necessary for the performance of the services. Contractor may, at Contractor's own expense, use non-District employees to perform the Services under this Agreement. Subcontractors may be used only with the written approval of the District.
- (b) Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of the District. Contractor shall be solely responsible for the professional performance of the services, and shall receive no assistance, direction, or control from District. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.

2. Compensation. District agrees to compensate Contractor for the performance of the services on the following basis:

Not to exceed <u>\$100,000.00</u> for Services	<u>500 - 0930</u> - <u>10</u> - <u>5800</u>	\$ <u>79,000.00</u>
The basis of the fee for Services shall be as follow	See Exhibit A - _____ - _____	\$ <u>21,000.00</u>
a. \$ _____ per hour,	_____ - _____ - _____ - _____	\$ _____
b. \$ _____ per day, or	<b>BUDGET CODE(S)</b>	
c. \$ _____ per engagement.		

Check One:

- Partial Payments: Contractor shall invoice District on a monthly basis or as agreed to for all hours worked pursuant to this Agreement.
- Partial Payments: District shall make a payment per schedule detailed in Exhibit A. District Administrator will verify invoice indicating that all required services have been performed by each timeline.
- Payment in Full: Contractor shall invoice District on completion of services. District Administrator will verify invoice indicating that all required services have been performed.

Contractor shall be responsible for all expenses incurred in association with the performance of the Services.

3. Term and Termination. This Agreement will become effective on April 18, 2017 and shall cover the following academic years: 2017-18; 2018-19; 2019-2020; and 2020-2021. This Agreement will terminate upon the completion of the Services or when terminated as set forth below.

Either party may terminate this Agreement at any time by giving thirty (30) days written notice to the other party. However, the District will endeavor to provide notice of termination by March 1<sup>st</sup> for the upcoming academic year. 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.

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

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

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

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. **EXCEPTION:** Contracts of less than \$5,000 need only provide general liability insurance of \$1,000,000 per occurrence.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability/Errors & Omissions Liability,** if applicable: \$1,000,000 per occurrence.

If the contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the contractor.

The insurance policies are to contain, or be endorsed to contain, the following provisions:

**Additional Insured Status**

The District, its officers, officials, employees, and volunteers are to be named as additional insured by endorsement to the Commercial General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations.

**Primary Coverage**

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

**Notice of Cancellation**

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

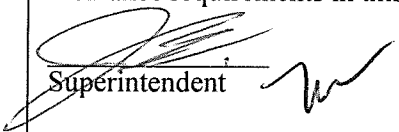
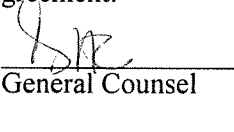
**INSURANCE REQUIREMENTS**

No waiver will be granted to eliminate the insurance requirements outlined in this contract. However, in special circumstances, certain insurance requirements may be modified or waived. The following items in Insurance section 8 are hereby waived or modified as follows:

Limits: **Waive automobile, workers' compensation and professional liability insurance requirements.**

Other: Waiving Shortfall \$1 million general liability per occurrence and \$2 million general aggregate. J.A.

The initials of the Superintendent, or his/her designee, and the General Counsel, are **required** to waive or modify any Insurance requirements in this Agreement:

 Superintendent  
 General Counsel

- 9. ~~Ownership of Designs and Plans. Contractor agrees that all designs, plans, reports, specifications, drawings, schematics, prototypes, models, inventions and all other information and items made during the course of this Agreement and arising from the Services shall be owned by and assigned to District as its sole and exclusive property. N/A~~
- 10. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by telegram, overnight delivery service, or facsimile transmission, addressed as follows:

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

CONTRACTOR  
Name: Classroom Champions  
Attn: Steve Mesler, President  
Address: 4219 Pine Needle Lane  
Jacksonville, FL 32210  
Phone: 1-877-375-1996  
Tax ID #: 45-1256761

Any notice personally given or sent by telegram or facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to

Purchase Requisition # R100544

the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

- 11. 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.
- 12. 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.
- 13. Attorneys' Fees. If either party files any action or brings any proceedings against the other arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit as awarded by a court of competent jurisdiction, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to its costs or attorneys' fees.
- 14. 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

MT. DIABLO UNIFIED SCHOOL DISTRICT

Classroom Champions  
Name of Company/Organization or Independent Contractor/Consultant

By: [Signature] 4/12/17  
Signature of Principal/Budget Administrator Date

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

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

Title: Steve Mesler, President  
Print Name and Title

Authorized and Approved by:

[Signature] 4/12/17  
Jonathan Eagan Date  
Assistant Superintendent of Middle Schools  
[Signature]

**Prior to commencement of service, sign and forward completed original contract to Fiscal Services.**

Originator's Signature \_\_\_\_\_ Date \_\_\_\_\_

Site/Department Originating this Contract \_\_\_\_\_

Print Name of Originator and Title \_\_\_\_\_

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

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

Distribution  
original: Fiscal Services for payment  
copy: Contractor  
copy: Originator/Budget Administrator

Purchase Requisition # R10054W

the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

- 11. 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.
- 12. 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.
- 13. Attorneys' Fees. If either party files any action or brings any proceedings against the other arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit as awarded by a court of competent jurisdiction, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to its costs or attorneys' fees.
- 14. 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

MT. DIABLO UNIFIED SCHOOL DISTRICT

Classroom Champions

Name of Company/Organization or Independent Contractor/Consultant

By: [Signature] 4/12/17  
Signature of Principal/Budget Administrator Date

By: [Signature] April 13, 2017  
Signature of Contractor/Consultant Date

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

Title: Steve Mesler, President  
Print Name and Title

Authorized and Approved by:

[Signature] 4/12/17  
Jonathan Eagan Date  
Assistant Superintendent of Middle Schools

Prior to commencement of service, sign and forward completed original contract to Fiscal Services.

Originator's Signature \_\_\_\_\_ Date \_\_\_\_\_

Site/Department Originating this Contract \_\_\_\_\_

Print Name of Originator and Title \_\_\_\_\_

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

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

<i>Distribution</i>	
<i>original:</i>	<i>Fiscal Services for payment</i>
<i>copy:</i>	<i>Contractor</i>
<i>copy:</i>	<i>Originator/Budget Administrator</i>

## **EXHIBIT A**

### **LIST OF SERVICES, INCLUDING DATE(S), TO BE PERFORMED BY CONTRACTOR**

**IF PARTIAL PAYMENTS ARE TO BE MADE TO CONTRACTOR ON A SCHEDULE  
AS INDICATED ON PAGE 1, PLEASE LIST PAYMENT SCHEDULE HERE**

### **SEE ATTACHED March 10, 2017 MDUSD Pilot Programming Investment**

The following participating schools will pay \$1,000.00 per classroom of the \$21,000.00.

**Elementary Schools:**

Bel Air – 3 classrooms = \$3,000.00 budget code 115.0930.10.5800  
El Monte – 2 classrooms = \$2,000.00 budget code 132.0930.10.5800  
Fair Oaks – 2 classrooms = \$2,000.00 budget code 134.0930.10.5800  
Highlands – 1 classroom = \$1,000.00 budget code 143.0301.10.5800

**Middle Schools:**

El Dorado – 5 classrooms = \$5,000.00 budget code 231.0930.10.5800  
Oak Grove – 7 classrooms = \$7,000.00 budget code 260.0930.10.5800  
Riverview – 1 classroom = \$1,000.00 budget code 273.0930.10.5800

Total School Cost \$21,000.00 for classrooms

Total District Cost \$79,000.00 for Teacher Development, Support, Training and Materials

Total Contract: \$100,000.00

## EXHIBIT B

### *Contractor REQUIRED to Complete*

## CRIMINAL BACKGROUND CHECK CERTIFICATION

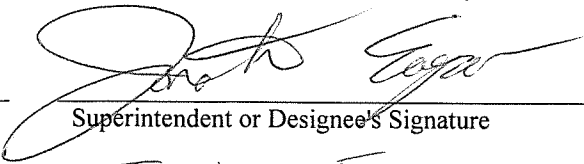
### Mt. Diablo Unified School District Consultant/Independent Contractor Agreement - Criminal Background Check

Name of Independent Consultant/Contractor:	Classroom Champions	
Services to be performed under the Agreement:	Teacher development & Support, Training & materials	
Schools/Locations where services will be performed:	Elementary Schools - Bel Air, El Monte, Fair Oaks, Highlands Middle Schools: El Dorado, Oak Grove, River View	
Total amount to be paid by the District under this Agreement:	\$ 100,000	
Term of Agreement:	4yr contract - 2017-18; 2018-19; 2019-20; 2020-21	
<b><i>Check the applicable box(es) and fill in any blanks.</i></b>		
1	<input checked="" type="checkbox"/>	I certify that none of my employees, nor myself, will have more than limited contact (as defined by the District) with District students during the term of the Agreement. Therefore, we have not been fingerprinted.
2A	<input type="checkbox"/>	If this box is checked, then Box 2B also applies and must be checked to indicate these employees have been fingerprinted. The following employees will have more than limited contact (as defined by the District) with District students during the term of the Agreement (attach and sign additional pages, as needed):
2B	<input type="checkbox"/>	I certify that the employees noted in 2A above have been fingerprinted under procedures established by the California Department of Justice, and the results of those fingerprints reveal that none of these employees have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

Certification by Contractor/Consultant

"I certify that the information provided herein is true and accurate. I further acknowledge that during the term of my Agreement with the District, if I learn of additional information which differs from the responses provided above, I promise to forward this additional information to the District immediately."

\_\_\_\_\_  
Independent Contractor/Consultant Signature

  
\_\_\_\_\_  
Superintendent or Designee's Signature

\_\_\_\_\_  
Print Name  
Independent Contractor/Consultant

\_\_\_\_\_  
Date

Jonathan Eagan  
\_\_\_\_\_  
Print Name  
Superintendent or Designee's Signature

4/12/17  
\_\_\_\_\_  
Date

## EXHIBIT B

### *Contractor REQUIRED to Complete*


## CRIMINAL BACKGROUND CHECK CERTIFICATION

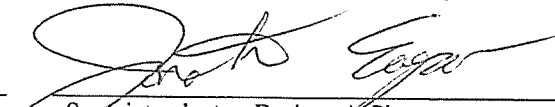
### Mt. Diablo Unified School District Consultant/Independent Contractor Agreement - Criminal Background Check

Name of Independent Consultant/Contractor:	Classroom Champions	
Services to be performed under the Agreement:	Teacher training & support, training & materials	
Schools/Locations where services will be performed:	Elementary schools: Bel Air, <del>Cambridge</del> , El Monte, Fair Oaks, Holbrook, <del>Meadow Homes</del> , Shore Acres, Sun Terrace. Middle schools: El Dorado, Oak Grove, Riverview	
Total amount to be paid by the District under this Agreement:	\$ 100,000	
Term of Agreement:	4-year contract: 2017-18; 2018-19; 2019-20; 2020-21	
<b><i>Check the applicable box(es) and fill in any blanks.</i></b>		
1	<input checked="" type="checkbox"/>	I certify that none of my employees, nor myself, will have more than limited contact (as defined by the District) with District students during the term of the Agreement. Therefore, we have not been fingerprinted.
2A		If this box is checked, then Box 2B also applies and must be checked to indicate these employees have been fingerprinted. The following employees will have more than limited contact (as defined by the District) with District students during the term of the Agreement (attach and sign additional pages, as needed):
2B		I certify that the employees noted in 2A above have been fingerprinted under procedures established by the California Department of Justice, and the results of those fingerprints reveal that none of these employees have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

Certification by Contractor/Consultant

"I certify that the information provided herein is true and accurate. I further acknowledge that during the term of my Agreement with the District, if I learn of additional information which differs from the responses provided above, I promise to forward this additional information to the District immediately."

  
\_\_\_\_\_  
Independent Contractor/Consultant Signature

  
\_\_\_\_\_  
Superintendent or Designee's Signature

Steve Mesler                      April 12, 2017  
\_\_\_\_\_  
Print Name    Date  
Independent Contractor/Consultant

Jonathan Egan                      4/12/17  
\_\_\_\_\_  
Print Name    Date  
Superintendent or Designee's Signature





**March 10, 2017**

***Classroom Champions (CC) Obligations for a 20-classroom MDUSD pilot program Include:***

## **MDUSD Pilot Programming Investment**

### **Teacher Development and Support, Training and Materials:**

- Curriculum Development, including 40+ page digital teacher handbook, planning manual, and monthly written materials around 10 SEL topics. Materials support teachers in integrating technology, project based learning, and career/college readiness into existing MDUSD core subjects.
- Options of online or in person teacher orientations
- 20 online professional development workshops around SEL topics, held twice per month for teacher flexibility. Includes support for bringing the 2018 Winter Olympic/Paralympic Games to life over the school year.
- Opportunity for local, in-person professional development specifically tailored for MDUSD teachers and district instruction goals
- Access to year-round private Online Professional Learning Network (PLN) for all participating teachers, integrated with teachers across the globe
- In-classroom education coordinator visits to support teachers with CC projects, live chats, and planning
- Opportunities for school-wide professional development sessions on SEL topics like growth mindset or on educational research

### **Family Support and Engagement:**

- Communications support to highlight a positive initiative in the district to families and the community
- Back to School video from gold medalist and Classroom Champions CEO Steve Mesler to welcome families to the program
- 10 English monthly family newsletter on Classroom Champions SEL subjects, digital and printable
- 10 Spanish monthly family newsletter on Classroom Champions SEL subjects, digital and printable
- 30 total monthly family videos by Olympians or Paralympians who are parents for distribution through MDUSD school websites.

### **Olympian and Paralympian Mentor Facilitation:**

- Supply one mentor who is training for the 2018 Winter Olympic/Paralympic Games per 5 classrooms engaged in MDUSD (e.g. 20 classrooms = 4 Olympian/Paralympian Mentors, 50 classrooms = 10 Olympian/Paralympian mentors, etc.)
- 40 Olympian/Paralympian video lessons on SEL topics supported by our educational experts (4 mentors, 10 videos each for 20 classrooms)
- 40 total live video chats for classrooms/schools with their Olympian/Paralympian Mentor; 2x per year live video chats for each individual classroom (fall and spring); potential for Olympian/Paralympian Mentor live video chats held during 2018 Olympic and Paralympic Games dependent upon athlete competition schedules
- Recruitment, background checks, and training for mentors chosen to specifically work with MDUSD.
- Mentor feedback on student projects through the private internal network

**Supplies Investment:**

- All students receive Classroom Champions branded student shirts and wristbands intended to build unified classroom identity
- All students receive Classroom Champions branded student folders and pencils
- Funding for student-led projects benefiting the local neighborhood and community

**Local Program Administration:**

- Measurement and evaluation
- Select Teacher practices evaluation

***Mt. Diablo Unified School District Non-Financial Obligations:***

**Program Support:**

**Teacher engagement, family support**

- Support to recruit teachers through principals, newsletters, and other means of teacher contact
- Approving CC professional development for license renewal, and payment of any contractually obligated money due to teachers for attending PD outside of contract hours
- Instructional technology support as needed for individual teachers

**Research and Development:**

- Sharing of data with the CC research team in conjunction with all applicable regulations



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED PERSON  
OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

**SCHEDULE**

**Name of Additional Insured Person(s) Or Organization(s):**

Effective Date: 11/24/2017  
Mt. Diablo United School District  
1936 Carlotta Dr.  
Cocord , CA 94521

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph C. Who is An Insured in Section II - Liability:

- 3. Any person(s) or organization(s) shown in the Schedule is also an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations or in connection with your premises owned by or rented to you.

PR 100546

# Request for Taxpayer Identification Number and Certification

Give form to the  
requester. Do not  
send to the IRS.

**Name (as shown on your income tax return)**  
**Classroom Champions, Inc.**

Business name, if different from above

Check appropriate box:  Individual/Sole proprietor  Corporation  Partnership  
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....  Exempt payee  
 Other (see instructions) ▶ **501(c)(3)**

Address (number, street, and apt. or suite no.)  
**4219 Pine Needle Lane**

City, state, and ZIP code  
**Jacksonville, FL 32210**

List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number <b>45 1256761</b>

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here** Signature of U.S. person ▶ *Steve Mesler* Date ▶ **July 17, 2017**

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

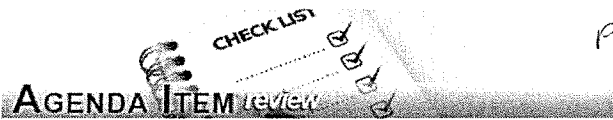
**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



**Meeting Date:** 4/17/2017 - 7:00 PM

**Category:** Business/Action Item

**Type:** Info/Action

**Subject:** 19.3 Contract With Classroom Champions

**Strategic Plan:** Strategic Initiative 1.5 Academic Excellence and Learning  
In order to promote safe, positive, and effective learning environments ensure equitable behavior expectations and discipline consequences are implemented at every school in the district

**Policy:**

**Enclosure:** Quote  
Contract

**File Attachment:** CC MDUSD Services.pdf  
 ISC - Classroom Champions Signed 04-13-17.pdf

Classroom Champions is a K-8 program that pairs Athlete mentors to classrooms. Video lessons, projects, and live chats with Olympians and Paralympians, and family engagement activities are embedded into the curriculum. The focus is on social and emotional skills that students need for success in school and in life. A focus on growth mindset and building a culture of resilience in the classrooms are a key approach of Classroom Champions.

**Summary:** Classroom Champions seeks to support low-income urban communities and schools. In MDUSD, twenty classrooms will be the first year implementation. The following schools will be participating for the 2017-2018 school year:

Bel Air, Cambridge, El Dorado, El Monte, Fair Oaks, Meadow Homes, Oak Grove, Riverview, Shore Acres, Holbrook, Sun Terrace, Wren Avenue

**Funding:** \$20,000 site funding out of Title I at \$1000 per classroom.  
\$80,000 district funding LCFF-500.0930

**Fiscal Impact:** \$100,000

**Recommendation** Approve the contract for Classroom Champions.

**Recommended By:**

**Signed By:** *Signature*  
Sandra Barnhart - Administrative Assistant

**Signed By:** *Signature*  
Jonathan Eagan - Assistant Superintendent Middle Schools

**Approvals:**

**Signed By:** *Signature*  
Deborah Cooksey - Associate General Counsel

**Signed By:** *Signature*  
Dr. Nellie Meyer - Superintendent

**New Motion**

Member **Brian Lawrence** Moved, Member **Cheryl Hansen** seconded to approve the **New** motion 'Approve the contract between Mt. Diablo Unified School District and Classroom Champions.'. Upon a Roll-Call Vote being taken, the vote was: Aye: **5** Nay: **0**.  
The motion **CARRIED** 5 - 0

**Vote Results:**

Linda Mayo Yes  
Joanne Durkee Yes  
Cheryl Hansen Yes  
Brian Lawrence Yes  
Debra Mason Yes