

**MT. DIABLO UNIFIED SCHOOL DISTRICT**  
1936 Carlotta Drive  
Concord, CA 94519

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

THIS AGREEMENT is made this 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 <b>\$100,000.00</b> for Services	<u>500 - 0930</u> - <u>10</u> - <u>5800</u>	\$ <u>80,000.00</u>
The basis of the fee for Services shall be as follow	See Exhibit A - _____ - _____	\$ <u>20,000.00</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.

Purchase Requisition # \_\_\_\_\_

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: \_\_\_\_\_

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

CONTRACTOR

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

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

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 B

### *Contractor REQUIRED to Complete*


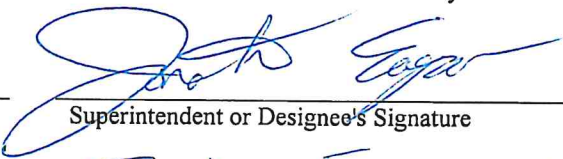
## CRIMINAL BACKGROUND CHECK CERTIFICATION

### 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, Cambridge, El Monte, Fair Oaks, Holbrook, Meadow Homes, 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 Print Name	April 12, 2017 Date	Jonathan Eagan Print Name
Independent Contractor/Consultant		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



# Classroom Champions

Because Kids Have What It Takes

4219 Pine Needle Lane  
Jacksonville, FL  
32210

[klebherz@classroomchampions.org](mailto:klebherz@classroomchampions.org)  
[www.classroomchampions.org](http://www.classroomchampions.org)

EIN 45-1256761

Invoice No. CC-2017-004  
Invoice Date: April 10, 2017

Bill To: Mt Diablo Unified School District  
Attention: Jonathan Eagan  
Address: 1936 Carlotta Dr.  
Concord, CA 94519  
Phone: 925-682-800 ext. 4015  
E-mail: [eaganj@mdusd.org](mailto:eaganj@mdusd.org)

Description	Amount
<b>Classroom Champions Program including Olympic Mentorship Program, Teacher Support Program, Family Engagement Program - 20 classrooms</b>	\$ 100,000.00
<i>August 2017 - June 2018 delivery, including but not limited to:</i>	
Four Olympian/Paralympian Mentors assigned	
20 SEL/Scaled Mentorship Professional Development Workshops for participating teachers	
Teacher access to online PLN	
10 total Monthly family newsletters (English and Spanish)	
30 total Monthly family videos on SEL topics by Olympian and Paralympian parents	
40 Olympian/Paralympian SEL video lessons	
40 Live Video Chats with assigned Olympian/Paralympian Mentor	
Shirts, School Supplies (folders/pencils) for all participating students	
Measurement and Evaluation	
\$2,000 total reimbursements to classrooms for community improvement projects	
<b>DETAILED DELIVERY ON FOLLOWING PAGES</b>	
<b>TOTAL</b>	<b>\$ 100,000.00</b>

Make all checks payable to **Classroom Champions**  
Total due in 30 days or as stated in signed agreement

**Thank you for your support!**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/13/2017

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> Pritchard & Jerden, Inc. 950 East Paces Ferry Road NE Suite 2000 Atlanta GA 30326	<b>CONTACT NAME:</b> O. Faye McMullen <b>PHONE (A/C, No, Ext):</b> 404-238-9090 <b>E-MAIL ADDRESS:</b> fmcullen@pjins.com	<b>FAX (A/C, No):</b> 404-261-5440
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> CLASS-4 Classroom Champions 4219 Pine Needle Lane Jacksonville FL 32210	<b>INSURER A:</b> Mt. Vernon Fire Insurance Co.	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 1556225279      **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/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			NBP2551331A	11/24/2016	11/24/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED 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) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			WC STATU-TORY LIMITS      OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>Directors &amp; Officers Liability</b> <b>Employment Practices Liability</b>			NBP2551331A	11/24/2016	11/24/2017	Each Claim \$1,000,000 Each Claim \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

<b>CERTIFICATE HOLDER</b>  For Informational Purposes Only	<b>CANCELLATION</b>  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 <i>Michael Mellars</i>