

6/1/2018 - Approved  
SBAO Template but

RECEIVED  
5/11/18

APPROVED

180439

C11

Need Hand signature

\*Clean Copy On Agenda

## AGREEMENT / CONTRACT REVIEW FORM

BOARD MEETING DATE: ?

WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE  
ITEM ON AGENDA UNTIL REVIEW IS COMPLETED

Date Submitted: 5/27/18

(Send to Karen ASAP)

Does not need SB approval

Contact Name (Person Overseeing the Contract):

Katie Moeller (850-466-6137 cell)

School/Department Submitting Contract:

Prof. Dev / Leadership Dev

Vendor Name:

TNTP

Contract Title:

First Amendment to TNTP Agreement

Contract Type: New ☐ Renewal ☐ Amendment ☒ Extension ☒

Date Original Contract Approved:

Prior Year's Pricing:

Contract Term:

Renewal Option(s): \$12,703

Contract Cost:

\$12,703

Payment Schedule (Are the payments made monthly, when task is finished, etc):

added to original contract \$79,721.00 = \$92,424.00

Funding Source:

Title IIa (Federal #)

Strategic Plan Tie-in Explanation:

Goal #1

Background/Discussion/Research/Alternatives:

This is the Superintendent's plan for principal and district administrator development.

RECEIVED

### CONTRACT REVIEW REQUIRED DOCUMENTS ATTACHED

If more space is needed, please attach Word document

Completed Contract Review Form

Original Contract and all Terms & Conditions that apply with the Contract

SIGNED SBCC Addendum A \*

\*This Statement MUST BE written on Original Contract: The terms and conditions included in Addendum A shall be incorporate into this agreement. If there are any conflicts in the language provided in the agreement and that of Addendum A, then the language provided in Addendum A shall prevail.)

Certificate of Insurance (COI) that meet these requirements:

COI must list the School Board of Clay County as Additional Insured and as Certificate Holder. Insurer must be rated as A- or better.

General Liability = \$1,000,000 Each Occurrence & \$2,000,000 General Aggregate.

Auto Liability = \$1,000,000 Combined Single Limit (\$5,000,000 for Charter Buses).

Workers' Compensation = \$100,000 Minimum (If exempt from Workers' Compensation Insurance they must sign a SBCC Release and Hold Harmless for they are not exempt; they must provide Workers' Compensation COI.

### Approvals

### Comments

Superintendent:	Approved	Denied	
Review Date:			
District's Attorney:	Approved	Denied	Approved if Department
Review Date:	5/18 6/1/18		See Below Need New one because
Information & Technology:	Approved	Denied	Current one can't be amended (dead)
Review Date:			Uses our Independent Contractor
Finance:	Approved	Denied	Services Agreement w/ Exhibits
Review Date:	6/1/18		OK per Susan (out of town)
Insurance Certificate:	Approved	Denied	
Review Date:	6/1/18		COI & Addendum A under Original
Purchasing:	Approved	Denied	Original End date was 4/1/2018 and it's Now
Review Date:	5/10/2018		May without Amendment Completed to extend

6/1/2018 B7S

ICSA  
Template  
used

Original Agreement PO# P1801528 (\$79,721) has been Paid in full, so have issue w/ Section 4

Used  
Template

VOID per  
Dagata

**SCHOOL BOARD OF CLAY COUNTY, FLORIDA**

**INDEPENDENT CONTRACTOR SERVICES AGREEMENT**

This Agreement ("Agreement") is entered into by and between TNTP, Inc. ("Contractor"), and the School Board of Clay County, Florida ("Board" or "District"), collectively referred to hereinafter as "the Parties," which Agreement shall become effective on the date it is fully executed by the Parties.

**WHEREAS**, the District is engaged in the activity of providing educational opportunities to children; and

**WHEREAS**, Contractor has experience, skill, and expertise in delivering the services and/or products described in this Agreement; and

**WHEREAS**, the District desires to engage the services of Contractor, the Parties agree as follows:

1. Contractor shall timely perform and deliver to the District services which are outlined in Exhibit 1.
2. In exchange, Contractor shall be compensated by the District as outlined in Exhibit 1. Invoicing and payment obligations and procedures shall comply with and be governed by section 218.70, et seq., Florida Statutes ("Prompt Payment Act").
3. The term of this Agreement commences as of the date upon which it is fully executed and shall terminate on June 30, 2018 unless earlier terminated as set forth below.
4. Upon thirty (30) days' notice to Contractor, the District may terminate this Agreement at its convenience and without cause. However, the District may immediately terminate this Agreement without penalty upon: (a) Contractor's violation of any federal,

state, or local law, regulation, or rule; (b) neglect of any duty owed to the School by Contractor, including, but not limited to any unauthorized absence from any scheduled event; (c) Contractor's inability or disqualification to perform its obligations to the School; or (d) incompetence or unprofessional conduct by or on behalf of Contractor.

5. Contractor shall perform such services in a manner customarily performed by one having special expertise in the same or substantially similar position, and such other related services as may be requested by the District during the term of this Agreement.

6. The means by which the services called for under this Agreement are performed shall be determined by the Contractor, but such means must satisfy the schedules, deadlines, and objectives established by the District.

7. Contractor shall at all times comply with state law, federal law, and School Board Policies during the performance of this Agreement. Any violation of this term will result in the immediate termination of the Agreement with no penalty to the District.

8. Contractor understands that this Agreement does not form an employer-employee or agency relationship with the District. Contractor is not authorized to enter into agreements on behalf of the District, or to order or purchase goods or services or to otherwise purport to contractually bind or legally obligate the District in any way.

9. Contractor understands that no federal or state taxes are being withheld from compensation under this Agreement, and Contractor has the responsibility to pay any and all taxes, fees, and other payments imposed by any applicable laws, regulations, or rules. Contractor shall indemnify and hold harmless the District for any failure to satisfy such liabilities.

10. As a condition precedent to this Agreement, Contractor shall present the District with a Certificate of Insurance ("COI") which must provide for the following policies of insurance/coverages at the minimum amounts shown:

1. General Liability Policy:  
\$1,000,000.00 per occurrence  
\$2,000,000.00 aggregate
2. Auto Liability Policy:  
\$1,000,000.00 combined single limit  
\$5,000,000.00 (if charter or common carrier)
3. Worker's Compensation Policy:  
\$100,000

Note: If the Contractor is exempt from Worker's Compensation insurance obligations, the Contractor must sign the *Worker's Compensation Acknowledgment Form* attached hereto as **Exhibit A**.

Each insurance policy shall be obtained from an insurance carrier rated as "A-" or better, under a policy approved for use in the State of Florida. Each Certificate of Insurance shall name the School Board of Clay County, Florida, as an additional insured and the policy must unconditionally entitle the School Board to thirty (30) days' notice of cancellation of such policy or any of the coverages provided by it.

11. By entering into this Agreement, Contractor acknowledges and accepts responsibility for all risks of injury and loss associated with the performance of this Agreement. In addition to any other statutory or common law obligation to indemnify and defend the School Board, Contractor shall indemnify, defend, and hold harmless the School Board, its officers, and employees from any claim, loss, damage, penalty, or liability arising from the negligent acts, omissions, misfeasance, malfeasance, or intentionally wrongful conduct of Contractor, its employees, or agents relating to the

performance of duties imposed upon Contractor by this Agreement. Such indemnity shall not be limited by benefits payable by or for Contractor under worker's compensation, disability, or any other employee benefits or insurance programs or policies. Contractor shall timely provide to the District written notice of any claim, complaint, or demand asserted against Contractor related to the performance of this Agreement. Contractor's obligations under this section shall survive the termination of this Agreement.

12. Contractor represents and warrants to the District that Contractor is familiar with sections 1012.32, 1012.321, 1012.465, 1012.467, and 1012.468 of the Florida Statutes regarding background investigations. Contractor covenants to comply with all requirements of the above-cited statutes at Contractor's sole expense and shall provide the District proof of such compliance upon request. Contractor's indemnification obligations to the District extend to and include any liabilities, injury, or damages resulting from Contractor's failure to comply with the requirements of this paragraph.

13. Contractor is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of duties under this Agreement. Accordingly, in addition to all other Public Records obligations, Contractor shall:

- a. Keep, maintain, and produce upon request and within a reasonable period of time all data created or collected in the performance of its duties under this Agreement ("Agreement Data") which come within the definition of a "public record" under Chapter 119.
- b. Provide to the District, upon its request and free of charge, a copy of each record which Contractor seeks to produce in response to a public records request.
- c. Ensure that all Agreement Data considered exempt under Chapter 119 are not disclosed except as authorized by law.

- d. Upon completion of its obligations under the Agreement, transfer to the District, at no cost, all Agreement Data in Contractor's possession or otherwise keep and maintain such data/records as required by law.

All records transmitted to the District must be provided in a format that is compatible with the District's information technology systems. Contractor's failure to comply with the provisions set forth in this section shall constitute a default and material breach of this Agreement, which may result in immediate termination by the District without penalty.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR SHALL CONTACT THE SCHOOL DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT 900 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA 32043, OR AT 904-336-6500, OR AT: [PRR@myoneclay.net](mailto:PRR@myoneclay.net)

14. Contractor understands and agrees that it is subject to all federal and state laws and District rules relating to the confidentiality of student information. Contractor further agrees to comply with the Family Educational Rights and Privacy Act ("FERPA") 34 C.F.R. § 99. Contractor shall regard all student information as confidential and will not disclose personally-identifiable student records or information to any third party without appropriate legal authorization.

15. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to any choice of law provisions. The Parties agree that the Circuit Court for the Fourth Judicial Circuit in and for Clay County, Florida, shall have sole and exclusive jurisdiction to enforce the terms of this Agreement and to adjudicate disputes arising from this Agreement.

16. To the extent that the District is using federal funds as a source of payment for this Agreement, Contractor shall execute and deliver to the District the following forms:

(a) Regulatory Compliance Statement; (b) Certification Regarding Non-Discrimination; (c) Certification Regarding Lobbying; (d) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion; (e) Certification Regarding Drug-Free Workplace Requirements; and (f) Non-Collusion Affidavit.

**IN WITNESS WHEREOF**, the Parties, by and through execution of this Agreement by their authorized representative below, concur with and bind themselves to all terms and conditions of this Agreement.

**AS TO CONTRACTOR:**

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
186 Joralemon St.

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Dan.weisberg@tntp.org 718-233-2388  
(Phone number and e-mail)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**AS TO BOARD/DISTRICT:**

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Phone number and e-mail)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**EXHIBIT A**

**INDEPENDENT CONTRACTOR**  
**WORKERS COMPENSATION ACKNOWLEDGEMENT**

The undersigned Contractor/Vendor ("Contractor") represents and acknowledges that it is an independent contractor and is not provided coverage under any self-insured workers compensation program of the School Board of Clay County, Florida (the "Board" or "District"), any primary workers compensation insurance policy purchased by or on behalf of the District, any excess workers compensation insurance purchased by or on behalf of the District, any risk sharing arrangement, risk sharing pool, or any state reimbursement fund for workers compensation payments made by the District, based on the following understandings and representations by the Contractor:

1. Contractor is not an "Employee" as defined under Chapter 440 of the Florida Statutes. The Parties agree that Chapter 440 describes remedies for employers and employees in place of Florida common law and limits the rights of independent contractors like the undersigned.
2. Contractor maintains a separate business with its own work equipment, material, and accommodations.
3. Contractor has a different federal employer identification number than the District or is a sole proprietor who is not required to obtain a federal employer identification number under state or federal regulations.
4. Contractor receives compensation for services rendered or work performed, and such compensation is paid to a business rather than to an individual.
5. Contractor maintains at least one bank account in the name of the Contractor or associated persons or entities for the purposes of paying business expenses related to the services rendered or work performed for the District.
6. Contractor performs work or is able to perform work for entities other than the District at the Contractor's election without the necessity of completing an employment application or process.

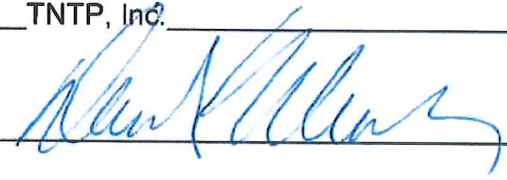
7. Contractor either provides its own workers compensation coverage or has elected to be exempt from workers compensation coverage.

8. Contractor has provided proof of other insurance, including liability insurance, to the District in the amounts required by the District.

9. Contactor had an opportunity to review and consult with legal counsel regarding this document.

10. Contactor understands that the District is relying upon the truthfulness and accuracy of representations in this acknowledgement as a material basis for the District entering into the underlying agreement(s) with Contractor.

Name of Contractor/Vendor: \_\_\_\_\_ TNTP, Inc. \_\_\_\_\_

Signature of Authorized Representative:  \_\_\_\_\_

Printed Name of Authorized Representative: \_\_\_\_\_ Dan Weisberg \_\_\_\_\_

Title of Authorized Representative: \_\_\_\_\_ CEO \_\_\_\_\_

Date: 6/1/18 \_\_\_\_\_

*Workers Comp Ins. Acknowledgement Form; SBAO 2018*

**Exhibit 1**

*Summer Leadership Institute: Florida Mathematics Standards and Eureka Math (June 19-20, 2018, with 2 facilitators per day)*

The goal of the Summer Leadership Institute is to ensure that leaders leave the training with a shared understanding of what rigorous, effective mathematics instruction looks like and are poised to put it into practice. This shared understanding can serve three important purposes: it can set the foundation for future leadership development and PD throughout the year, it can help to define the expectations for school leaders in implementing the vision at their campuses, and it can build a strong base from which leaders can support the implementation of Eureka math across the district. TNTP can support Clay County Public Schools with the Leadership Institute in both design and implementation.

The two-day training will begin with a focus on reorienting leaders to the Florida Standards for Mathematics as well as the supporting shifts, research and mathematical practices. After building a shared understanding of the why behind the Mathematics Standards, leaders will participate in a series of learning sessions that will build their knowledge of aligned lessons, student work and instructional materials. Armed with a solid understanding of the standards and shifts, leaders will dive more deeply into Eureka Math for their grade bands with a goal of understanding the design as well as the pitfalls and strategies to support teachers. Throughout the learning, lessons and strategies for managing change in their buildings will be shared and participants will have opportunities to apply learning to real-world scenarios and consider implications for their own campuses.

Sample objectives could include:

- Describe the characteristics of a college and career ready student in mathematics
- Articulate and recognize the instructional shifts in Math lessons through experiential learning
- Practice determining alignment of math lessons to the instructional shifts of the Florida Standards
- Describe the components of a strong math task and how Eureka Math supports math learning through tasks
- Articulate the design elements of Eureka math and how they align to the Florida Standards and the research behind them
- Identify common pitfalls in implementation of Eureka and strategies for preempting and responding

The cost below includes two facilitators to allow for differentiation of content.

Cost: \$12,703

Please note this cost is discounted.

**Payment and Invoicing.** The Parties shall pay TNTP \$12,703 for TNTP Services (the "**Parties Fee**"). TNTP shall invoice the Parties for the total Parties Fee according to the following schedule:

Invoice Date/Parties Purchase Order	Invoice Amount
June 20, 2018	\$12,703.00

TNTP's failure to timely invoice will not constitute a waiver of any of TNTP's rights hereunder or constitute a breach by TNTP of this Agreement. Payment of invoices submitted by TNTP shall be paid by the Parties in accordance with the Local Government Prompt Payment Act (LGPPA) upon submission of invoice to the Parties at the price stipulated on the agreement at the time the order is placed, less deductions if any, after delivery and acceptance of services in accordance with LGPPA. An original invoice referencing the Parties's purchase order number shall be submitted for payment to Parties's Accounts Payable Department, 814 Walnut Street, Green Cove Springs, FL 32043. The Parties will make all reasonable efforts to pay TNTP through Electronic Funds Transfer or Wire and shall provide TNTP on the date of this Agreement with all necessary documents to facilitate the same. If there are disputed amounts on any invoice, the balance of such invoice, after deducting any disputed amounts, shall be paid in full in accordance with LGPPA and the disputed amounts shall be presented to TNTP for resolution as soon as such disputed amounts have been determined by the Parties. The Parties shall not be obligated to compensate TNTP for, and TNTP shall not be obligated to provide, services to be performed after termination of this Agreement.

**AS TO CONTRACTOR:**

\_\_\_\_\_  
Dan Weisberg  
(Printed Name)

\_\_\_\_\_  
CEO  
(Title)

\_\_\_\_\_  
186 Joralemon St.

\_\_\_\_\_  
Brooklyn, NY 11201  
(Address)

\_\_\_\_\_  
[dan.weisberg@tntp.org](mailto:dan.weisberg@tntp.org) 718-233-2388  
(Phone number and e-mail)

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
6/1/18  
(Date)

**AS TO BOARD/DISTRICT:**

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Phone number and e-mail)