

AGREEMENT / CONTRACT REVIEW FORM

BOARD MEETING DATE: 9.7.17
9-7-2017
WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE
ITEM ON AGENDA UNTIL REVIEW IS COMPLETED

Date Submitted: 8.24.17

Contact Name (Person Overseeing the Contract): Kathleen "Katie" Moeller

Telephone Number: 904-590-0547

School/Department Submitting Contract: Leadership Development

Vendor Name: TNTP

Contract Title: Services Agreement

Contract Type: New ☒ Renewal ☐ Amendment ☐ Extension ☐

Date Original Contract Approved:

Prior Year's Pricing: N/A

Contract Term: one year thru 4/1/2018

Renewal Option(s):

Contract Cost: \$79,721.00

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

September 20 \$16,456, December 20 \$31,632.50, March 20 \$31,632.50

Funding Source: Faculty Leadership Dev. Grant & Title IIA funding from the state

Strategic Plan Tie-in Explanation: Not applicable

Background/Discussion/Research/Alternatives:

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 Form. If they are not exempt; they must provide Workers' Compensation COI.

Approvals

Comments

Superintendent:	Approved	Denied	
Review Date:			
District's Attorney:	Approved	Denied	
Review Date:			
Information & Technology:	Approved	Denied	
Review Date: 8/31/17			
Finance:	Approved	Denied	
Review Date: 8/29/17			
Insurance Certificate:	Approved	Denied	
Review Date: 8/29/17			
Purchasing:	Approved	Denied	
Review Date: 8/29/2017			
approved w/charges to section 6 Requested New COI before Exp 9/30/2017 Same T/c as last Contract in 4/2017 Just different training.			

THIS SERVICES AGREEMENT (this "**Agreement**") is made by and between TNTP, Inc., a not-for-profit corporation organized under the laws of the State of Delaware, with its principal office at 186 Joralemon Street, Suite 300, Brooklyn, New York 11201 ("**TNTP**"), and the School Board of Clay County, with its principal office at 900 Walnut Street, Green Cove Springs, Florida 32043 (the "**Client**"). This Agreement shall be effective as of the later of the dates beneath the parties' signatures below (the "**Effective Date**").

STATEMENT OF PURPOSE: The Client wants to engage TNTP to provide monthly professional learning and application opportunities for principals as well as classroom walkthroughs for key district leaders to identify successes and continued areas for improvement.

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. Term and Services.

For the period commencing on the Effective Date until **April 1, 2018** (the "**Term**"), TNTP will do for the Client what is specified in Addendum B ("**TNTP's Services**"), attached to and incorporated in this Agreement. TNTP may subcontract any portion of TNTP's Services in its sole discretion.

Section 2. Client Responsibilities. To facilitate TNTP's Services, the Client will:

- a. Cooperate with, and ensure that Client personnel cooperate with, TNTP, time being of the essence, in order to facilitate the performance of TNTP's Services, and provide TNTP with access to Client personnel, classrooms, and buildings as needed for TNTP's Services.
- b. Provide to TNTP, at no cost to TNTP, and within thirty (30) days of the Effective Date, all requested student achievement data ("**Student Data**") and teacher evaluation ratings ("**Teacher Evaluation Data**"), in compliance with FERPA (defined below). Student Data and Teacher Evaluation Data is collectively referred to herein as "**Data**."
- c. Secure any consents from teachers, staff, students, or parents that is required by all applicable federal, state, local laws, ordinances, codes, regulations, and policies, including but not limited to the Family Education Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("**FERPA**") for TNTP's use of the Data, TNTP's use of teachers, staff, or students, and/or, as applicable, TNTP's use of student work samples in rendering TNTP's Services, and ensure that such consents allow TNTP to rely on such consent when acting as an agent of the Client.

Section 3. Acknowledgements. The Client agrees that

- a. The Client may disclose to TNTP the personally identifiable information of students under FERPA.
- b. TNTP is a vendor to the Client, and as such TNTP has no obligation to do any financial reporting related to this Agreement to any federal, state, or local government agency or to any private funder; any such reporting obligation related to this Agreement will solely remain with the Client.
- c. The Client, and not TNTP, is responsible for all employment-related obligations, liabilities, and decisions that may relate to the implementation of TNTP's services.
- d. Performance of TNTP's Services is contingent on the Client providing TNTP with the Data. The Client's failure to provide TNTP with the Data as required hereunder will constitute a material breach of this Agreement.
- e. The Client has full right, power, legal capacity and authority to enter into this Agreement and to carry out its obligations hereunder; will comply in all material respects with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing its services hereunder; and is not subject to and will not enter into any agreement or arrangements which preclude compliance with the provisions of this Agreement.

Section 4. Payment and Invoicing.

The Client shall pay TNTP \$79,721 for TNTP Services, which includes all related travel costs (the "**Client Fee**"). TNTP shall invoice the Client for the total Client Fee according to the following schedule:

Invoice Date/Client Purchase Order	Invoice Amount
September 20, 2017	\$16,456.00
December 20, 2017	\$31,632.50
March 20, 2018	\$31,632.50

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 Client in accordance with the Local Government Prompt Payment Act (LGPPA) upon submission of invoice to the Client 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 Client's purchase order number shall be submitted for payment to Client's Accounts Payable Department, 814 Walnut Street, Green Cove Springs, FL 32043. The Client 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 Client. The Client 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.

Section 5. Termination.

If at any time either of the parties believes that the other party has materially breached its obligations hereunder, written notice shall be given setting forth the asserted breach and providing an opportunity to cure the same within thirty (30) days after such written notice. If the asserted breach shall not have been cured to the reasonable satisfaction of the party providing the written notice, but reasonable attempts to cure are claimed in writing by the party to whom the written notice of asserted breach was given, said party will have an additional opportunity to cure for a period of thirty (30) days following the expiration of the initial thirty (30) day cure period. If the asserted breach shall not have been cured to the satisfaction of the party providing written notice of asserted breach, that party may elect to terminate this Agreement upon written notice to the breaching party. If this Agreement is terminated, the rights and obligations of each party hereunder will terminate, provided, however, that such termination will not terminate the rights and obligations of the parties that expressly survive the termination of this Agreement, including, without limitation, the obligation of the Client to pay TNTP for expenses incurred and for all services provided pursuant to this Agreement prior to the effective date of such termination.

Section 6. Indemnification.

By TNTP, TNTP will defend, hold harmless and indemnify the Client from and against any damages and expenses (including reasonable attorneys' fees and expenses) relating to any claims for personal injury or tangible property damage due to the negligent acts or omissions or willful misconduct of TNTP while rendering the Services hereunder.

cannot waive sovereign immunity
~~By the Client, The Client agrees that it will indemnify, save and hold harmless TNTP from and against any and all damages, losses, claims, liabilities, demands, charges, suits, penalties, costs and expenses (including court costs and reasonable attorneys' fees and expenses incurred in investigating and preparing for any litigation or proceeding) TNTP may sustain (collective, the "Claims"), arising out of the Services.~~

Survival. This Article VI shall survive the termination of this Agreement.

Section 7. Relationship of the Parties.

The Client and TNTP intend that an independent contractor relationship be created by this Agreement, and nothing herein will be construed as creating an employer/employee relationship, partnership, joint venture or other business group or concerted action. The Client will have no responsibility with respect to TNTP personnel to comply with federal, state and city withholding requirements pertaining to taxes, workers' compensation, social security, unemployment compensation, disability and other insurance requirements and obligations imposed on an employer of personnel and will not withhold monies from the payments made to TNTP with respect to the same. The Client will not cover TNTP personnel under any pension or other fringe benefit offered to Client employees. The Client will have no responsibility for incidents of employment or other actions or inactions by TNTP.

Section 8. Intellectual Property Rights

Title to and ownership of all work products and materials created by or on behalf of TNTP for the Client or otherwise arising out of the performance of the services hereunder, whether partial or complete (collectively referred to as the "Work"), shall be and remain solely in TNTP or its licensors. The Client agrees that it will not transfer or encumber the Work without the prior written consent of TNTP. TNTP or its licensors shall be considered the author of the Work for purposes of copyright and only TNTP shall have the right to copyright the same. Additionally, TNTP retains all rights, title and interest in and to all processes, methods, systems, layouts, information, accumulated knowledge, expertise, and general know-how, whether developed before or after the commencement of this Agreement used in creating the Work ("TNTP Tools"). If the Client has access to TNTP Tools, the Client agrees to keep the TNTP Tools confidential, and nothing in this Agreement shall be deemed to grant any ownership rights in the TNTP Tools to the Client. As between the Client and TNTP, the Client owns any Data incorporated in the Work (the "Client Data"). The Client agrees that TNTP may use Client Data to perform its obligations hereunder (including the incorporation thereof into the Work), and hereby grants TNTP a license to use and keep the Client Data in perpetuity to perform its obligations under this Agreement and on an anonymous, aggregated basis for its other legitimate business purposes, including, without limitation, for purposes of research, benchmarking, publication, and presentation (TNTP "Uses"). TNTP's Uses may not contain any data sets or cell sizes of less than five (5), and must comply with FERPA, as applicable. In its uses, TNTP may identify the Client as the source from which the data originated if it complies with the other terms in this Agreement. The Client and TNTP agree that either party may use descriptions of TNTP's Services in future promotional materials and client lists, and that TNTP may explicitly identify the Client as a client of TNTP. The terms of this Intellectual Property Rights Section shall survive the termination of this Agreement.

Section 9. Limitation of Liability

Except for a party's indemnification obligations under this Agreement: (i) in no event shall either party be liable for any indirect, consequential, special, incidental or punitive damages arising from or relating to performance under this Agreement, and (ii) in no event shall either party's liability for any and all claims arising out of or relating to its performance under this Agreement exceed the amounts paid by or payable by the Client hereunder.

Section 10. Miscellaneous

All notices required by this Agreement will be in writing and either personally delivered or mailed by regular mail, postage prepaid, to such party at its address specified on the first page of this Agreement or to such other address as such party may designate by notice given in accordance herewith. If to TNTP, the notice will be to the attention of Karolyn Belcher, President. If to the Client, the notice will be to the attention of the then-current CEO, President, superintendent or functional equivalent, or to the Client personnel responsible for coordinating with TNTP for the execution of TNTP's Services. This Agreement will be interpreted and construed under and governed and enforced by the laws of the State of Florida without reference to choice of law rules. The Parties agree and consent to the jurisdiction of and venue in the state or federal courts in the city of Green Cove Springs and state of Florida in all disputes arising out of or relating to this Agreement.

Neither this Agreement nor any provision hereof may be modified, amended, supplemented, waived, discharged, or terminated except in a writing signed by the parties. No failure or delay in exercising any right or remedy hereunder shall constitute a waiver of such, any other, right or remedy. This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, representations and agreements, if any, with respect to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. For purposes hereof, a facsimile, portable document format (pdf) signature, or signature from an online e-signature platform, will be considered an original signature. Neither party may assign this Agreement or any of the rights or obligations hereunder, in whole or in part, without the prior written consent of the other party.

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.

PUBLIC RECORDS REQUEST: All public records requests shall be administered by the School Board of Clay County (SBCC) District Records Office at 900 Walnut Street, Green Cove Springs, Florida 32043, phone 904.284.6507, or by email at PRR@myoneclay.net. The Public Records Request Procedure form is available online at <https://drive.google.com/a/myoneclay.net/file/d/OB5jVR-oiGoaBbnVRV2hYZ25PRnc/view?usp=sharing>

CONFIDENTIAL RECORDS: Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBCC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; Family Educational Rights and Privacy Act (FERPA), and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBCC and its officers and employees against any negligent, intentional or willful violation of this section, including, without limitation, defending SBCC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBCC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBCC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. Vendor agrees that it may create, receive from or on behalf of SBCC, or have access to, records or record systems that are subject to FERPA and/or HIPAA (collectively, the "Confidential Records"). Vendor represents, warrants, and agrees that it shall: (1) hold the Confidential Records in strict confidence and shall not use or disclose the Confidential Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by the SBCC in writing; (2) safeguard the Confidential Records according to commercially reasonable administrative, physical and technical standards as required by law; and (3) continually monitor its operations and take any and all action necessary to assure that the Confidential Records are safeguarded in accordance with the terms of this Agreement. At the request of the SBCC, Vendor agrees to provide SBCC with a written summary of the procedures Vendor uses to safeguard the Confidential Records. A breach of these confidentiality requirements shall constitute grounds for the SBCC to terminate any Agreement with Vendor.

FISCAL NON-APPROPRIATIONS CLAUSE: In the event sufficient budgeted funds are not available for a new fiscal period, the purchasing department shall notify the vendor of such an occurrence and the agreement shall terminate on the last day of the current fiscal period without penalty or expense to the SBCC.

GENERAL LIABILITY: Vendor must provide a Certificate of Insurance. Certificate of Insurance must have an A- or better rating and carry General Liability. Certificate of Insurance must make the School Board of Clay County an additionally insured as well as the Certificate Holder. (We have TNTP's COI on file)

INDEMNIFICATION: Notwithstanding any contrary agreement language, nothing in any agreement shall be construed or interpreted to increase the scope or dollar limit of the School's or School Board's liability beyond that which is set forth in 768.28 Fla. Stat., or to otherwise waive School's or School Board's sovereign immunity, or to require School or School Board to indemnify the vendor or any other person, corporation or legal entity of any kind or nature whatsoever for injury or loss resulting from any acts other than the negligent acts of School or School Board or its agents or employees. Vendor shall, in addition to any other statutory or common law obligation to indemnify the School Board of Clay County, Florida, indemnify, defend and hold harmless the School Board of Clay County, Florida, its agents, officers, elected officials and employees against all claims, actions, liabilities, damages, losses, costs, fines punitive damages and expenses of any kind or nature whatsoever, including but not limited to attorney's fees and legal costs, brought against the School Board of Clay County, Florida, and/or its agents, officers, elected officials, employees and assigns, by any individual, corporation, consortium or any other legal person or entity, arising out of or caused by acts or omissions, negligence, recklessness, or intentional wrongful misconduct by the Vendor. This indemnification clause shall not be construed to require any indemnitor to indemnify the School Board of Clay County, Florida, for any negligence on the part of the School Board of Clay County, Florida, its agents or employees.

This indemnification/hold harmless provision shall survive the termination of any contract with the School Board of Clay County, Florida.

[Signature Page Follows]

Signatures.

The parties, on the dates indicated below, have caused their duly authorized representatives to execute this Agreement, which shall be effective on the Effective Date.

School Board of Clay County

By: _____

Date: _____

Name (print): _____

Title: _____

TNTP, Inc.

By: _____

Date: _____

Karolyn Belcher
President

p.p.: _____

ADDENDUM A

Notwithstanding any contrary contractual language, nothing in any agreement shall be construed or interpreted to increase the scope or dollar limit of the School's or School Board's liability beyond that which is set forth in 768.28 Fla. State, or to otherwise waive School's or School Board's sovereign immunity, or to require School or School Board to indemnify the vendor or any other person, corporation or legal entity of any kind or nature whatsoever for injury or loss resulting from any acts other than the negligent acts of School or School Board or its agents or employees. Vendor shall, in addition to any other statutory or common law obligation to indemnify the School Board of Clay County, Florida, indemnify, defend and hold harmless the School Board of Clay County, Florida, its agents, officers, elected officials and employees against all claims, actions, liabilities, damages, losses, costs, fines punitive damages and expenses of any kind or nature whatsoever, including but not limited to attorney's fees and legal costs, brought against the School Board of Clay County, Florida, and/or its agents, officers, elected officials, employees and assigns, by any individual, corporation, consortium or any other legal person or entity, arising out of or caused by acts or omissions, negligence, recklessness, intentional wrongful misconduct, violations of laws, statutes, ordinances, government administration orders, rules or regulations of the contractor, contractor's employees, officers, agents, subcontractors, sub-subcontractors, material man or agents of any tier or their respective employees. This indemnification clause shall not be construed to require any indemnitor to indemnify the School Board of Clay County, Florida, for any negligence on the part of the School Board of Clay County, Florida, its agents or employees.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation, or benefits payable by or for the contractor or any subcontractor under workers' compensation acts, disability benefit acts, other employee benefits acts or any statutory bar.

This indemnification/hold harmless provision shall survive the termination of any contract with the School Board of Clay County, Florida.

The venue for litigation of disputes shall only be in the State of Florida and venue shall be in state courts located in Clay County, Florida.

Employees of Vendor shall, at the Vendor's expense, submit to and pass a fingerprint based background check as required by F.S. 1012.465 prior to having any direct contact with students in furtherance of this agreement or entering upon school grounds when students are present. In the alternative, School may, in accordance with F.S.1012.468, exempt Vendors employees from this requirement only if Vendors employees are, at all times, under the direct line of sight supervision of a School employee who has submitted to and passed a level 2 background check. Vendor may satisfy the requirement for a background check by supplying School proof that Vendor employees have passed such a screening for another school district and that said background check is still valid.

All Public Records Request shall be administered by the District Records Office at 900 Walnut Street, Green Cove Springs, Florida 32043, phone 904.284.6507, or by email at: PRR@myoneclay.net The Public Records Request Procedure form is available online at <https://drive.google.com/a/myoneclay.net/file/d/0B5jVR-olGoaBbnVRV2hYZ25PRnc/view?usp=sharing>

Charter Bus Companies shall only provide drivers who have completed the above process. Charter Bus Companies shall provide drivers names to school at least two (2) working days prior to scheduled date of service for verification that the driver has passed a fingerprint background check and is on the School Board's approved listing.

Vendor must provide a Certificate of Insurance. Certificate of Insurance must have an A- or better rating and carry General Liability and Workers' Compensation. Certificate of Insurance must make the School Board of Clay County an additionally insured as well as the Certificate Holder.

In the event sufficient budgeted funds are not available for a new fiscal period, the purchasing department shall notify the vendor of such an occurrence and any resulting contract shall terminate on the last day of the current fiscal period without penalty or expense to the School Board.

Authorized Signature
Vendor Name

Date

Addendum B

Statement of Work

Overview: The Need

Clay County Public Schools is in the process of redefining excellence for all students as part of the transition plan *Elevate Clay*. In 2017, district leaders have prioritized building the instructional leadership of principals and assistant principals through daily observations of classroom instruction. The Clay County Leader Institute pushed principals as instructional leaders to establish a vision and priorities for their building that align to the four principles of effective instruction adopted by the district. In addition, leaders got an introduction to the rigor demanded by the Florida Standards and the shifts required for college and career ready instruction and learning. Clay County leadership has identified that school leaders need continued support in the form of learning, calibration walks and opportunities to apply new knowledge and skills. In order for leaders to manage the change process and to drive constant improvement in teaching and learning at their campuses, they must have a deep understanding of the shifts required by the standards as well as a shared instructional vision to implement in their buildings, and this vision must be shared and supported at all levels of the system.

Scope of Work

TNTP can support Clay County Public Schools with six (6) monthly professional learning and application opportunities for principals and key district leaders to identify successes and continued areas for improvement. TNTP can support both the design and implementation of the district- and principal-level learning. The scope of work outlined below is intended to build capacity so that leaders at all levels of the district are calibrated on the bar for rigor and a common vision of excellent instruction and poised to bring to life the district's vision in each campus.

The priorities below are intended to span the school year from **September 2017 through April 1, 2018**.

Priority 1: Continue to build capacity of school principals to implement the vision and manage change in their buildings

Monthly principal meetings provide an opportunity to continue to build the knowledge and skills of school leaders to recognize and support rigorous instruction aligned to the shifts and demands of the Florida Standards. Each monthly session will include two pieces: a knowledge-building learning session where participants can continue to dive deep into the standards and shifts, and an application session designed to push leaders to think about how the learning translates to the classrooms and teachers in their buildings. Leaders will have ample opportunity to practice and calibrate on observing instruction (through video and walk-throughs) and on student work and will practice diagnosing where the shifts are represented and where they are missing.

Session objective will be determined in partnership with the district and will be informed by data from classroom observations, but may include:

- Practice determining alignment of ELA and math lessons to the instructional shifts of the Florida Standards
- Use the IPG to prioritize feedback and next steps at the classroom level
- Explain foundational instructional practice for each content area and how it connects to the shifts (e.g. task-based instruction in math; close reading in literacy or content areas); identify common instructional practices that do not directly support the shifts
- Identify non-negotiables for curriculum and instruction to support implementation of shifts (e.g., ELA lessons include a trajectory of text-dependent questions that support text-centered lessons)
- Articulate a vision for how teachers will prepare for lessons/units using aligned instructional practices and the curriculum available; identify content-specific priorities for lesson/unit planning.
- Examine high quality assessments and exemplars and understand their alignment with the standards (in contrast with non-aligned assessment items)
- Analyze student tasks for alignment to the standards and shifts for ELA and math and articulate a clear vision for student success for a given lesson or task
- Plan for the school-specific tools and time needed to support teacher development (e.g., observation feedback, planning meetings, PD, teacher collaboration opportunities, etc.)
- Collaborate with colleagues to build a culture of continuous learning and feedback around implementation of the Florida Standards

The monthly work with principals aims to build a deeper understanding of curriculum design and related instructional practices that will prepare leaders to articulate a content-specific vision of great teaching and learning.

The dates for the 6 development sessions are as follows:

- Tuesday, September 12
- Wednesday, October 11
- Wednesday, November 8
- Wednesday, January 10
- Tuesday, February 13
- Wednesday, March 7

This scope will include an **informal data-collection "diagnostic"** early in the school year to gauge the current state of alignment of instruction and student tasks to the rigor of the Florida Standards. This walk-through will be conducted side-by-side, using the Instructional Practice Guide—a nationally available tool for measuring standards-aligned instruction, with key leaders (including the Assistant Superintendent for Elementary Instruction, The Chief of Secondary Education, and the Director of Professional Learning, School Choice and Leadership Development) in order to begin calibration on the bar for rigor and to norm on the current state of alignment. The data collected in this early "diagnostic" will inform the scope and sequence of leader training for the year as well. The diagnostic will be scheduled at a mutually convenient time.

In preparation for the Summer 2018 Clay County Leadership Institute, TNTP will collaborate with Clay County district leaders to support the planning of the scope and content of the Institute.

Project Team & Budget

We propose dedicating one Partner, at 20% to lead this engagement, a Project Director at 25% to lead the day to day work with the Clay County team. The budget includes monthly travel for two days for the Project Director and every other month travel for the Partner to support the work. The scope of work assumes staff for the project from August 15, 2017-April 1, 2018.

We estimate the total cost for Priority 1 is **\$79,721**.

PURCHASING CONDITIONS

1. The School Board of Clay County (SBCC) purchase order number shall appear on each invoice, delivery papers, bills of lading, packages and/or correspondence.
2. Original invoices shall serve as the SBCC basis for payment.
3. All deliveries are to be F.O.B. destination unless otherwise specified.
4. Do not back order without prior approval.
5. C.O.D. orders shall not be accepted - including freight charges.
6. Equipment, materials, supplies and/or services delivered on this order shall be subject to inspection and test upon receipt and if rejected, shall remain the property of the vendor.
7. The SBCC issues payments in accordance with the "Florida Prompt Payment Act", Florida Statutes, Chapter 218.
8. **BACKGROUND INVESTIGATION:** Any employee, principle, or agent of the contractor, vendor, entity or service provider which is a party to this agreement shall, prior to being permitted access to school grounds when students are present or being allowed direct contact with students or being granted access to or control of school funds, submit to and pass a Level II background screening requirements or otherwise meet the requirements of and be bound by the terms of Florida Statutes 1012.465, 1012.467 or 1012.468. The cost of screening shall be the responsibility of the vendor, contractor, service provider and not the SBCC.
9. All transactions contemplated by this purchase order shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida without regard to principles of conflicts of laws. Venue for any action arising in regards to this purchase order shall be in the state courts located in Clay County, Florida.

NOTICE: REQUIREMENTS WHEN USING FEDERAL FUNDING:

This purchase order constitutes a contract. Upon acceptance of a purchase order, the vendor certifies that their firm meets and agrees to the following provisions which shall become a part of the contract:

PARTIES RECEIVING PAYMENT VIA PURCHASE ORDER ISSUED BY THE SBCC FOR GOODS AND/OR SERVICES SHALL BE SUBJECT TO ALL REMEDIES ALLOWED BY LAW FOR ANY DEFAULTS, BREACHES, VIOLATIONS OR OTHER FAILURES TO PERFORM AS AGREED WHETHER OR NOT AN EXPRESS WRITTEN AGREEMENT EXISTS FOR THE PROVISION OF SUCH GOODS AND/OR SERVICES.

FISCAL NON-APPROPRIATIONS CLAUSE: In the event sufficient budgeted funds are not available for a new fiscal period, the purchasing department shall notify the vendor of such an occurrence and this contract shall terminate on the last day of the current fiscal period without penalty or expense to the SBCC.

ACCESS TO RECORDS: (34 CFR 80.36 (i)(10)): All vendors, contractors and subcontractors shall give access to the SBCC, the appropriate Federal agency, the Comptroller General of the United States, or any of their duly authorized representative to any books, documents, papers, and records of the vendor which is directly pertinent to this specific contract for the purpose of making audit, examination, excerpts and transcriptions.

RECORDS RETENTION: (34 CFR 80.36(i)(11)): All vendors, contractors and subcontractors must retain all records pertaining to this contract for three (3) years after the SBCC makes final payments and all other pending matters are closed.

CLEAR AIR ACT (34 CFR 80.36(i)(12)): All vendors, contractors and subcontractors must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 11857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Applies to contracts, subcontracts and sub-grants of amounts in excess of \$100,000).

ENERGY EFFICIENCY (34 CFR 80.36(i)(13)): All vendors, contractors and subcontractors must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (pub. L. 94-163, 89 Stat. 871).

SUSPENSION AND DEBARMENT: In accordance with the United States Office of Management and Budget (OMB) Circular A-133 regarding procurements contracts equal to or exceeding \$25,000 vendors, contractors and subcontractors certify they are not listed on the Excluded Parties Listing System (EPLS) issued by the General Services Administration (GSA).

EQUAL EMPLOYMENT OPPORTUNITY (34 CFR 80.36(i)(3)): All vendors, contractors and subcontractors must comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (Applied to all construction contracts awarded in excess of \$10,000 by the district and their contractors or sub-grantees).

COPELAND "ANTI-KICKBACK" ACT (34 CFR 80.36(i)(4)): All vendors, contractors and subcontractors must comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (Applies to all contracts and sub-grants for construction or repair).

DAVIS-BACON ACT (34 CFR 80.36(i)(5)): All vendors, contractors and subcontractors must comply with the Davis-Bacon Act (40 U.S.C. 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and sub-grantees when required by Federal grant program legislation). (Applies to construction contracts in excess of \$2000 awarded by the district and sub-grantees when required by Federal grant program legislation).

CONTRACT WORK HOURS & SAFETY STANDARDS ACT (34 CFR 80.36(i)(6)): All vendors, contractors and subcontractors must comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). Applies to all construction contracts awarded by the district and sub-grantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers).

CANCELLATION/TERMINATION (34 CFR 80.36(i)): For all purchases involving Federal funds in excess of \$10,000, the SBCC reserves the right to terminate this contract for cause, as well as for convenience, by issuing a certified notice to the vendor. If terminated, the SBCC shall be responsible only for goods and services already delivered to it on the date of such termination and shall not be responsible for any consequential damage, future damages or damages caused by lost profits, inconvenience or overhead expense to the vendor.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/6/2017

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).

PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of CA. LIC #0726293 505 N Brand Blvd, Suite 600 Glendale CA 91203	CONTACT NAME: Michelle Gonzalez	
	PHONE (A/C, No, Ext): 818-539-2300	FAX (A/C, No): 818-539-2301
	E-MAIL ADDRESS: michelle_gonzalez@ajg.com	
INSURED The New Teacher Project, Inc. Attn: Leah Holczer 186 Joralemon Street, Suite 300 Brooklyn NY 11201	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Utica Mutual Insurance Company NAIC # 25976	
	INSURER B: Merchants Mutual Insurance Company 23329	
	INSURER C: Executive Risk Indemnity Inc 35181	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 1219785727**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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	CPP2918836	9/30/2016	9/30/2017	EACH OCCURRENCE \$1,000,000 ✓ DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 ✓ PRODUCTS - COMP/OP AGG \$3,000,000 Abuse Liability \$1mm/\$3mm
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CPP2918836	9/30/2016	9/30/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 ✓ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000		CUP0001645	9/30/2016	9/30/2017	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	<input checked="" type="checkbox"/> 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	4893647	9/30/2016	9/30/2017	<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
C	Professional Liability		82107904	9/30/2016	9/30/2017	Limit \$1,000,000

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

School Board of Clay County is named additional insured with respect to the operations of the named insured. Workers Compensation coverage excluded, evidence only.

CERTIFICATE HOLDER

Clay County Schools
900 Walnut St.
Green Cove Springs, FL 32043

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



Staefe, Bertha <bertha.staefe@myoneclay.net>

Re: TBTP Agreement with Clay County Schools

1 message

Deeley-Isais, Christina <christina.deeleyisais@myoneclay.net>
To: "Staefe, Bertha" <bertha.staefe@myoneclay.net>

Tue, Jan 10, 2017 at 8:58 AM

Their insurer is an A- and their coverage meets or exceeds our minimum standards. The insurance is approved.

Best regards,

Chris Deeley-Isais

Insurance Specialist/Risk Manager

School Board of Clay County

Business Affairs Division

P: (904) 284-6501 F: (904) 529-1178

SBCC: 5-900-501

On Tue, Jan 10, 2017 at 8:51 AM, Staefe, Bertha <bertha.staefe@myoneclay.net> wrote:
Please check COI (attached) for TNTP contract (attached)

Thanks,

Bertie Staefe, CPPB

Supervisor of Purchasing and Material Management

School Board of Clay County

Phone (904)529-4894

Fax (904)284-6529

Email Bertha.Staefe@myoneclay.net

----- Forwarded message -----

From: **Melissa Wu** <melissa.wu@tntp.org>

Date: Mon, Jan 9, 2017 at 12:47 PM

Subject: RE: TBTP Agreement with Clay County Schools

To: "Staefe, Bertha" <bertha.staefe@myoneclay.net>

Cc: Brennan McMahon <brennan.mcmahon@tntp.org>, Kimberlee Logan <kimberlee.logan@tntp.org>

And here is the COI!