

APPROVED

170284

6/1/17

AGREEMENT / CONTRACT REVIEW FORM

BOARD MEETING DATE: 6/1/17
Board Date
WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED

Date Submitted: 3/30/17

Contact Name (Person Overseeing the Contract): Terri Dennis Telephone Number: 336-6506

School/Department Submitting Contract: Professional Development

Vendor Name: The New Teacher Project (TNTP)

Contract Title: TNTP Deep Dive training 6/19-21/2017

Contract Type: New Renewal Amendment Extension

Date Original Contract Approved: _____ Prior Year's Pricing: _____

Contract Term: Effective Date to June 30, 17 Renewal Option(s): _____

Contract Cost: \$17,743.00 Payment Schedule (Are the payments made monthly, when task is finished, etc): paid in full by June 20, 2017

Funding Source: 0400 312 0100/6400/0310/9009/1937

Strategic Plan Tie-in Explanation: Three (3) day Rigorous Academic Deep Dive Professional Development delivered to Principals, vice principals and assistant principals. Will align with goal to create strong instructional leaders.

Background/Discussion/Research/Alternatives: Participants will learn research that supports instructional shifts, analyzing classroom practice & analyzing student assignments using the EQUIP protocol.

RECEIVED
 APR 03 2017
 PURCHASING

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 * TNTP IN Contract
*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:	<u>[Signature]</u>	
District's Attorney:	Approved	Denied
Review Date:	<u>4/21/17</u>	<u>COI should be CCSD or SBCC</u>
Information & Technology:	Approved	Denied
Review Date:	<u>4/19</u>	
Finance:	Approved	Denied
Review Date:	<u>4/12/17</u>	<u>Staff Development guide is that anything over \$2500 a day must be Board approved</u>
Insurance Certificate:	Approved	Denied
Review Date:	<u>4/12/17</u>	<u>Contract states we will indemnify vendor - WE CANNOT due to sovereign immunity</u>
Purchasing:	Approved	Denied
Review Date:	<u>4/7/17</u>	<u>Vendor Revised original Contract without Addendum A terms & PO terms</u>

Defer. to lawyer due to addition of addendum A verbiage at end of contract.

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 May 1, 2017 (the "Effective Date").

STATEMENT OF PURPOSE: The Client wants to engage TNTP to provide a training that will focus on building a shared understanding of what rigorous instruction looks like in practice.

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. Term and Services.

For the period commencing on the Effective Date until **June 30, 2017** (the "Term"), TNTP will do for the Client what is specified in Schedule A ("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 for all applicants to or participants in any TNTP program designed for or implemented as part 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 \$17,743 for TNTP Services (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
July 20, 2017	\$17,743.00

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 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.

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 (collectively, the "Claims"), arising out of the Services.

Survival. This Article V 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, Florida 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.

Section 10.1. Notices. 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 Addison Davis, Superintendent.

Section 10.2. Governing Law. 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 and state of Florida in all disputes arising out of or relating to this Agreement.

Section 10.3. Modifications. Neither this Agreement nor any provision hereof may be modified, amended, supplemented, waived, discharged, or terminated except in a writing signed by the parties hereto. No failure or delay in exercising any right or remedy hereunder shall constitute a waiver of such, any other, right or remedy.

Section 10.4. Entire Agreement. This Agreement and the Client's Purchase Order 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.

Section 10.5. Counterparts. 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 or portable document format (pdf) signature will be considered an original signature.

Section 10.6. Assignability. 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.

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 for 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.

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.

The School Board of Clay County

By: _____
Date: _____
Name (print): _____
Title: _____

TNTP, Inc.

By: _____
Date: _____
Karolyn Belcher
President
p.p.: _____

Schedule A
Statement of Work

Rigorous Academics Deep Dive - June 19-21, 2017 (3 days)

The Deep Dive training will focus on building a shared understanding of what rigorous instruction looks like in practice. It will begin with a foundation in the research that supports the instructional shifts required by the Florida Standards. From there, leaders will practice analyzing classroom practice through videos and student work samples using tools that help to assess alignment (including, for example, the EQUIP Student Work Protocol and the Instructional Practice Guides). The IPG as a coaching tool for teacher development will be explored and leaders will think about how best to use it in their own practice as instructional leaders. The training will help set leaders up to participate in an academic diagnostic in the fall.

Sample objectives include:

- Describe the research that supports the instructional shifts required by the Florida Core
- Describe key instructional actions that are described in the Math and ELA Instructional Practice Guides (IPGs)
- Practice analyzing classroom practice for alignment to the shifts using the IPG
- Describe how the IPG can be used as a coaching tool and plan for using it as instructional leaders
- Practice analyzing student assignments for alignment to the shifts using the EQUIP protocol

The training is best suited for leaders who have some working knowledge of the standards and the shifts and who need to deepen their understanding of the expectations of the Florida Standards and how to analyze teacher practice in the classroom and in student assignments. The focus on the IPG provides leaders new strategies for developing teachers who are already familiar with the shifts and can pave the way for a deeper focus on observation and feedback throughout the year.

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-APPROPRIATION 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 (j)(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 **THENEWT-01**
The New Teacher Project, Inc.
Attn: Leah Holczer
186 Joralemon Street, Suite 300
Brooklyn NY 11201

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Utica Mutual Insurance Company <i>A-</i>	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 INSD	SUBR 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 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 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

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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!



We believe our nation's public schools can offer *all* children an excellent education. A national nonprofit founded by teachers, we help school systems end educational inequality and achieve their goals for students.

OUR PARTNERSHIPS. We partner with public school systems to attract and train talented teachers and school leaders, ensure rigorous and engaging classrooms, and create environments that prioritize great teaching and accelerate student learning.

Since 1997, we've worked with more than 200 public school districts, charter school networks and state departments of education. Operating in more than 30 cities nationwide, we support our partners in three areas to ensure teachers succeed and students thrive.

1. Talented People: We find and develop great people for our schools. We've recruited or trained more than 50,000 teachers, transforming new teacher talent in cities like New York City and Memphis, and helped dozens of districts develop strong school leaders and effective central office teams.

2. Rigorous Academics: We ensure students are studying challenging and engaging content. From California to Florida to Massachusetts, we're helping districts support their teachers and students in the shift to high standards like the Common Core.

3. Supportive Environments: We create conditions that allow everyone to do their best work. We advance policies that reward and retain great teachers, and help leaders cultivate strong school communities. Our work has shaped evaluation systems for 15 percent of U.S. teachers.

OUR PUBLICATIONS. Our publications share what we're learning in schools and districts nationwide. As we work alongside teachers and leaders each day, we identify common challenges, tease out trends and publish promising solutions.

Acclaimed studies such as *The Widget Effect* (2009) and *The Irreplaceables* (2012) have redefined critical issues like teacher evaluation and retention—and inspired widespread policy change. Our latest report, *The Mirage* (2015), challenges conventional wisdom on teacher development and asks what it will take to achieve great teaching in more classrooms.

OUR PEOPLE. Many of us are former teachers, principals and district leaders. All of us believe in the potential of public schools and are inspired by the life-changing power of great teaching.

We're a virtual organization with 400 staff members working in 150 cities nationwide, many based in school and district offices. This helps us understand our partners' daily challenges and flexibly meet their needs, from quick advice to deep, multi-year support.

Whether we're assessing lesson quality for 1,000 classrooms in a semester or staffing thousands of teaching positions over a decade, we bring the know-how and manpower to help our partners realize their vision for more schools and students.

Regan Elizabeth Kelly
10405 Ewell Avenue
Kensington, MD 20895
Regan212@outlook.com
310.594.3514

EDUCATION

Institute for Educational Leadership Education Policy Fellow, Teachers College, Columbia University Fellowship completion: May 2010	New York, NY
Harvard University Graduate School of Education Masters in Education received, June 2003 Concentration in Administration, Planning and Social Policy	Cambridge, MA
California State University California Clear Multiple Subject Teaching Credential, July 2001	Dominguez Hills, CA
Barnard College, Columbia University BA received <i>magna cum laude</i> , May 1999 Major: Philosophy; Minor: European History Co-recipient of Schwimmer Prize for scholarly commitment to the humanist tradition Recipient of Gertrude Braun Rich Prize in Philosophy Distinction on senior thesis Dean's List, Barnard College, 1995-1999 GPA 3.77	New York, NY

EXPERIENCE

7/11-3/14	The New Teacher Project (TNTP)	Washington, DC
4/15-present	<i>Partner</i> <i>Project Director</i> <i>Talent Management Coach</i>	
<p>As Partner, own the strategy and implementation of TNTP's academic diagnostic services aimed at helping schools and districts identify the extent to which current practices at the classroom, school and district levels are supporting or hindering efforts to ensure rigorous, standards-aligned instruction for all students. Lead a team to refine the tools, processes, research questions and analyze the data from intensive classroom visits and analysis of student work. As Project Director, lead the design of program and coursework for a two-year leadership residency, PLUS, Pathway to Leadership in Urban Schools, that certifies or trains principals in three states. As Talent Management Coach, supported school leaders and their leadership teams at DC charter schools on successful teacher performance management. Managed two team members and a portfolio of 12 schools to meet goals aimed to improve the effectiveness of the teaching force at each campus. Met weekly or bi-weekly with leaders to improve talent management practices and designed and facilitated leader-facing trainings on discrete topics in school-based performance management (including, but not limited to: teacher hiring, evaluation and feedback). Collaborated with Achievement Network to create a comprehensive leader calendar and toolkit to encourage implementation of strong performance management and data-driven instruction beyond the scope of the contract. Over 80% of leaders agreed that coaching was a good use of their time and that it supports their talent management work.</p>		
10/14-8/16	KIPP Foundation <i>Literacy Consultant</i>	Washington, DC
<p>Co-lead the design of a KIPP <i>Literacy for Everyone</i> course on effective guided reading for approximately 80 KIPP teachers and leaders nationally. Responsible for the design and facilitation of over 10 hours of in-person training and for 13 online course modules. Lead virtual PLCs, provide feedback and technical assistance to KIPP teachers and leaders engaged in a range of literacy courses through KIPP.</p>		

3/14-4/15

Flamboyant Foundation
Director of Leadership Development

Washington, DC

Lead the development of curriculum and support for school leaders at a local family foundation focused on improving family engagement in schools and academics in DC's public schools. Coach partner school principals and teacher leads on successful leadership of research-based strategies for engaging families. Manage a team of school coaches to work directly with school leaders to improve the quality, independence and integration of implementation at the school. Design and facilitate curriculum on family engagement practices for aspiring principals in local leadership pipeline programs.

7/07-5/11

Lighthouse Academies, Inc.
Vice President, Eastern Region/Washington DC (2/09-5/11)
Regional Director, Bronx, New York (7/07 - 10/09)
Instructional Support Specialist, Lighthouse Academies Education Team (12/07-2/09)

Bronx, NY; Washington, DC

As Vice President, led three schools in two geographic regions (New York and Washington, DC) ensuring academic, operational and fiscal goals are met. Managed and supported regional directors, principals and instructional coaches and acted as liaison to the charter management organization, Lighthouse Academies, the charter authorizers and the local Boards of Trustees. Responsible for reviewing academic data and providing counsel to the school's leadership on curriculum, instruction and management. Hired, trained and supported school leadership team to academic growth results in Washington, D.C.: ELA DC-CAS scores went from 15% proficient to 44% proficient, and math results improved from 31% proficient to 42%. As Regional Director, managed the principal and worked closely with the school leadership and teachers to improve state assessment results in New York from 38% proficient to 68% proficient on the ELA exam and 65% proficient to 92% proficient on the math assessment. Responsible for writing and renewing school charters and for hiring and leading the evaluation of school leaders. Successfully wrote and had a charter for a new K-12 school approved by the NYC Department of Education and received a five-year charter renewal for an existing charter school from the NYC DOE. As Instructional Support Specialist, worked closely with the national Education Team of Lighthouse Academies designing and executing support for school leaders and teachers aimed to increase student achievement and learning. Worked with instructional coaches and individual teachers/grade levels to model literacy lessons, analyze data and design intervention for low-performing students.

9/06-6/07

Los Angeles Unified School District, Local District 7
Reading First Literacy Coach, Ritter Elementary School

Los Angeles, CA

Responsible for ensuring high-quality literacy in all classrooms, K-5, by supporting teachers in the implementation of the district literacy program. Conducted observations of teachers and follow-up with formal and informal feedback sessions. Led grade level meetings aimed at instructional planning and at data analysis. Maintained and analyzed comprehensive data for tracking progress on unit assessments. Determined staff needs, then designed and executed professional development to meet those needs including modeling lessons and designing intensive Japanese-style lesson studies focused on discrete areas of literacy instruction. Provide one-on-one support and resources as needed. Designed an after-school remediation program for literacy instruction implemented school-wide.

8/05-6/08

Teach For America
Program Design Specialist, Teacher Preparation Team
Consultant, Teacher Preparation Team

Los Angeles, CA

Designed and wrote teacher preparation curriculum for the five Teach for America summer training institutes nationwide. Collaborated with a small team to design structures for supporting corps members before and during summer training. Independently outlines and wrote twenty-five 90- and 40- minute curriculum sessions that synthesized effective teaching practice in four categories: setting big goals, investing students and families, planning purposefully, and executing effectively. Solicited input and feedback from team members and internal and external experts. Recruited, trained and managed two expert, part-time writers in creating literacy curriculum sessions. Responsible for designing and executing training for Curriculum Coordinators at the five TFA summer training institutes. Designed a vision of excellence for the role and developed a scope and sequence for training Curriculum Coordinators, the sole curriculum expert on each institute management team. Responsible for leading training meetings, conferences and calls with five Curriculum Coordinators throughout the winter and spring. Conducted interviews and reviewed applicant materials for teacher preparation design positions.

2/05-8/05 **Teach For America Summer Institute** **Los Angeles, CA**
Associate Institute Director, Curriculum Coordinator

Supported the institute director as part of institute management team to plan and manage all aspects of a rigorous training institute designed to prepare 600 new teachers, over five weeks, to teach in our nation's lowest performing schools. Trained and supported nine curriculum specialists to deliver curriculum to corps members at the Teach For America summer institute. Designed scope and sequence of training and support, led planning meetings, conducted observations and provided feedback on planning and facilitation. Designed and managed the Student Achievement Plan (SAP) project. Wrote a model SAP, recruited, trained and supported 35 part-time writers to create standards-aligned unit plans to be implemented by new corps members over the summer.

8/03-6/05 **Compton Unified School District** **Compton, CA**
8/99-6/02 *2nd and 3rd grade teacher*

Full time classroom teacher in urban elementary school as placed by Teach for America. Responsible for instruction in all disciplines. Led students to increase an average of 1.5 grade levels in reading levels in one year. Experience using state standards to design instructional plans. Thoroughly trained in Open Court Reading and in Saxon Math. Taught children with special needs in a mainstream classroom setting. Experienced with English Language Learners of all levels. Coordinated and collaborated with art and yoga volunteers for weekly classroom visits. Participated on Parent Involvement Committee and School Site Council. Supervised a student teacher for a six-week period through a local state university.

10/01-7/05 **Compton Unified School District** **Compton, CA**
10/01-7/05 *Peer Coach, District Alternative Credential Program*
12/03-5/05 *Course Instructor, District Alternative Credential Program*
Summer 2004 *Initial Teacher Training Instructor*

Provide grade-level specific support and mentorship to a new teacher (intern). Met weekly to discuss successes, challenges and strategies around the California Teaching Performance Expectations. Course instructor for a course on the pedagogy of elementary History and Social Sciences and on Multicultural Education for first and second year elementary school District Interns (beginning teachers who are seeking their credential while teaching). Responsible for designing course syllabus (including planning and implementing 15 hours of instruction, and for devising intern assignments) and for evaluating intern progress against the California Teaching Performance Expectations. Co-led an intensive one-week training for new district teachers.

8/03-6/05 **Teach For America** **Los Angeles, CA**
6/01-6/02 *Learning Team Leader*

Lead monthly meetings in areas of the Teach for America curriculum for approximately 20 first and second year Teach for America teachers in the Los Angeles area. Prepare workshops and demonstration lessons for participants. Provide support and resources for beginning teachers in making academic gains with their students.

5/03-8/03 **Teach For America** **New York, NY**
5/02-8/02 *Curriculum Specialist, Los Angeles Summer Institute* **Los Angeles, CA**
4/04-8/04 *Corps Member Advisor, Summer Institute*

As Curriculum Specialist, responsible for preparing and delivering the Teach for America preparatory curriculum to approximately 70 new teachers. Lead multiple, daily sessions over the five week summer institute which aim to help new teachers comprehend and analyze key elements of the five courses: Classroom Management and Culture; Instructional Planning and Delivery; Diversity, Community and Achievement; Learning Theory; and Elementary Literacy. As Corps Member Advisor, supervised 12 corps members by observing teaching, providing feedback, facilitating group discussions, assisting in long term and lesson planning, and responding to needs. Worked with a school team of six others to plan and coordinate curriculum, lessons, activities, and feedback for corps members and to keep the school running smoothly.

SKILLS AND INTERESTS

Proficient in Microsoft Office Suite and familiar with Microsoft Access. Familiar with Spanish and French. Traveled extensively in Europe. Experienced lifeguard and competitive swimmer.