

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 500 7th Ave., 8th Floor, New York, NY 10018 ("**TNTP**"), and Volusia County Schools, a political subdivision of the State of Florida, with its principal office at 200 N. Clara Avenue, DeLand, FL 32720 (the "**Client**").

STATEMENT OF PURPOSE: The Client wants to engage TNTP to provide school turnaround support at Palm Terrace Elementary.

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. Term and Services.

For the period commencing on **June 15, 2020** until **April 30, 2021** (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 (which may be in-person or via virtual means such- as teleconference and videoconference, as agreed upon by the parties or current organizational and local health policies and regulations) to Client personnel, students, classrooms, and buildings as needed for TNTP's Services. Additional information on Client responsibilities for success is included in Schedule A.
- 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.
- d. As part of the implementation and execution of TNTP's Insight services, Client agrees to:
 - i. appoint a survey point person to interface with TNTP staff to communicate administration details with school stakeholders, collect and share rosters and Data, monitor the response rates during the survey windows, and support implementation;
 - ii. designate and provide accurate contact information for school leaders who will receive their survey results;
 - iii. make staff available to review the results with school leaders and determine action steps from the results;
 - iv. encourage its school leaders, teachers, and personnel, as applicable, to participate in the survey;
 - v. abide by the survey reporting platform's Terms of Use which may be updated from time to time;
 - vi. be responsible for the accuracy, quality and legality of the Data and the means by which it acquired the Data; and
 - vii. prevent unauthorized access to or use of the survey services and will promptly notify Contractor of any unauthorized access or use.

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.

Section 4. Representations and Warranties. Each party agrees that it:

- a. Has the full right, power, legal capacity, and authority to enter into this Agreement and to carry out its obligations hereunder.
- b. Will comply in all material respects with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing its services hereunder. This includes, but is not limited to, all standards included in Sections 1002.22 and 1002.221, F.S. (the Protection of Pupil Privacy Acts), 20 U.S.C. §1232g - the Family Educational Rights and Privacy Act (FERPA), the federal regulations issued pursuant thereto (34 CFR Part 99), and/or any other applicable state or federal law or regulation regarding the confidentiality of student information and records.
- c. Is not subject to and will not enter into any agreement or arrangements which preclude compliance with the provisions of this Agreement.

Section 5. Payment and Invoicing.

The Client shall pay TNTP a flat fee of \$353,584 for TNTP Services to include optional services, Insight Culture Survey (the "Client Fee"). TNTP's invoices shall include a list of quantifiable achievements and milestones made as part of TNTP's turnaround support for the Client. TNTP shall invoice the Client for the total Client Fee according to the following schedule:

Invoice Date	Invoice Amount
September 20, 2020	\$117,861.00
December 20, 2020	\$117,861.00
June 20, 2021*	\$117,862.00
Total	\$353,584.00

*The final payment (the final 33% of the total contract budget) shall be invoiced and paid upon demonstration that the school has achieved at least a "C" grade or that the school has improved by at least four school grade percentage points overall. In the event that the performance indicators cannot be met due to factors outside the control of Client or TNTP, the Parties shall negotiate in good faith substitute performance indicators governing the final payment.

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 within thirty (30) days of its receipt of such invoice. 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 when due and payable, and the disputed amounts shall be presented to TNTP for resolution as soon as such disputed amounts have been determined by the Client. If any invoice is not paid in full within ten (10) days of the due date, the Client will pay a late fee equal to one percent (1%) of such late payment, and will pay an additional one percent (1%) for each thirty (30) day period that the invoice remains unpaid. 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.

Financial Contacts:

For TNTP: Tonya Horton
EVP, Central Operations
ar@tntp.org

For Client: The Finance Department
200 N Clara Ave
DeLand, Florida, 32720

Section 6. 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 7. Indemnification.

TNTP agrees that it will indemnify, save and hold harmless the Client 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) the Client may sustain, arising out of (1) any grossly negligent acts or omissions or willful misconduct of TNTP or any of its agents, employees or representatives, and (2) any TNTP breach of this Agreement. TNTP's Indemnification obligation survives termination of this Agreement.

Section 8. 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 9. 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. Furthermore, as a participant in and beneficiary of Contractor's research on instructional culture through its Insight survey, the Client acknowledges that the Insight Data is incorporated into TNTP's Insight research database and TNTP owns such Data for use in an aggregated form for ongoing research, benchmarking and other purposes.

Subject to the Client's compliance with the terms and conditions of this Agreement, TNTP grants the Client the following limited, revocable non-exclusive, non-transferable, non-sublicensable license, to:

- a. Discuss and use (but not modify, recreate, reproduce or administer) all or any part of the Insight Survey results as contained in the Work and all or any part of any material contained therein and prepared therefor, whether or not used therein, solely for its internal professional development and improvement purposes.
- b. Present the training content provided by TNTP in the TNTP trainings to Client's staff, provided, that any written materials that the Client distributes, and which incorporate the training content be on the Client's letterhead.

Section 10. 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 11. Insurance.

At its sole expense, TNTP will provide, before commencement of the Services, and submit to the Client along with this Agreement, a certificate(s) evidencing such insurance coverage to the extent listed in 11.1.1 to 11.5.5 below. The following applies to the insurance requirements below for products or services from contractors when all products, services, or work performed, when totaled together, will result in the Client paying to TNTP \$25,000.00 or more during the fiscal year. The insurance requirements are as follows:

11.1. Insurance listed in 11.1.1 below is required of TNTP. "The School Board of Volusia County, Florida" shall be named as an additional insured to the insurance policy. If the School Board is not named as an additional insured, then the Client reserves the right to terminate this Agreement.

11.2. Insurance listed in 11.1.3 below. If TNTP will be transporting district employees, delivering or transporting district owned equipment or property, or providing services or equipment where a reasonable person would believe that Volusia County Schools is responsible for the work of the Contractor from portal to portal is required to carry this insurance to the limit listed below.

11.3. Insurance as listed in 11.1.4 below. If TNTP has one (1) or more employees or that subcontract any portion of their work to another individual or company is required to have workers' compensation insurance to the limits listed below. For contracts of \$25,000.00 or more, no State of Florida, Division of Workers' Compensation, Exemption forms will be accepted. All entities and individuals are required to purchase a commercial workers' compensation insurance policy.

11.4. Insurance as listed in 11.1.5 below. All contractors providing professional services such as architects, engineers, attorneys, auditors, accountants, educators, etc. are required to have this insurance to the limits listed below.

All contractors will carry and maintain policies as described in numbers 11.1 to 11.5 above and as checked off in the box to the left of each section 11.1.1 to 11.1.5 below as specifically marked by representatives of the district's Office of Purchasing Services. All required insurance required must be from insurance carriers that have a rating of "A" or better and a financial size category of "VII" or higher according to the A. M. Best Company. Such certificates must contain a provision for notification to the Client thirty (30) days in advance of any material change in coverage or cancellation. This is applicable to the procurement and delivery of products, goods, or services furnished to the Client

• 11.1.1. Commercial General Liability Insurance:

Negligence including Bodily Injury and Property Damage
Per Occurrence - \$1,000,000
General Aggregate - \$2,000,000

• 11.1.2. Product Liability and/or Completed Operations Insurance:

Negligence Including Bodily Injury and Property Damage - \$1,000,000
Products – Completed Operations Aggregate - \$2,000,000

• 11.1.3. Automobile Liability:

Negligence Including Bodily Injury and Property Damage:
Per Claim - \$ 500,000
Combined Single Limit (each accident) - \$1,000,000

• 11.1.4. Workers' Compensation/Employer's Liability:

W.C. Limit Required* - Statutory Limits
E.L. Each Accident - \$ 100,000
E.L. Disease – Each Employee \$ 100,000
E.L. Disease – Policy Limit \$ 500,000

• 11.1.5. Professional Liability Insurance (Errors and Omissions):

For services, goods, or projects that will exceed \$1,000,000 in value over a year.
Each Claim - \$1,000,000
Annual Aggregate - \$2,000,000

For services, goods, or projects that will not exceed \$1,000,000 in value over a year.

Each Claim - \$ 250,000
Annual Aggregate - \$ 500,000

Professional Liability coverage must be maintained for a two-year period following completion of the Services in this Agreement.

11.6. All insurance shall be primary and not contributory to any other insurance carried by The School Board of Volusia County, Florida. This shall also apply to any self-insurance maintained by The School Board of Volusia County, Florida.

11.7. TNTP shall notify the Client's Risk Management Department within thirty (30) days of any material changes or notice of cancellation TNTP received from its insurer on above required insurance.

11.8. TNTP shall provide evidence of all insurance in the form of a Certificate of Insurance (Acord) and specify any deductible or retention applicable to above required insurance.

11.9. TNTP agrees that proof of insurance shall be provided prior to execution of this Agreement and that no Services shall begin until proof of insurance is received by the Client. Receipt of proof of insurance shall not be construed as an approval of TNTP's insurance or a release or waiver of TNTP's obligation to provide insurance required in this Agreement.

11.10. To the extent permitted by law, TNTP's insurance shall contain a waiver of rights to recover from the Client or its insurance.

11.11. Any required insurance that TNTP self-insures or carries retentions in excess of Ten Thousand Dollars (\$10,000.00) shall be pre-approved by the Client's Risk Management Department and referenced in an addendum to this Agreement.

Section 12. Public Records.

a. IF TNTP HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO TNTP'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

(386) 734-7190 ext. 20119

publicrecordsrequest@volusia.k12.fl.us

200 N. Clara Ave., DeLand, FL 32720

<http://myvolusiaschools.org/community-portal/Pages/Contact-Us.aspx>

- b. This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, F.S., which generally makes public all records or other writings made by or received by the Parties. TNTP acknowledges its legal obligation to comply with Section 119.0701, F.S. TNTP shall keep and maintain public records, as that phrase is defined in the Florida Public Records Act, which would be required to be kept and maintained by the Client in order to perform the scope of services. TNTP shall comply with all requirements for retaining public records and shall transfer, at no cost to the Client, all public records in the possession of TNTP upon a request for such public records. See Section 119.0701(2)(b)4, F.S., for additional record keeping requirements.
- c. A request to inspect or copy public records relating to the Client's contract for services must be made directly to the Client's Custodian of Public Records. If the Client does not possess the requested records, the Client's Custodian of Public Records shall immediately notify TNTP of the request. TNTP must provide a copy of the records to the Client or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. If TNTP does not timely comply with the Client's request for records, the Client shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.
- d. Should TNTP fail to provide the requested public records to the Client within a reasonable time, TNTP understands and acknowledges that it may be subject to penalties under Sections 119.0701(3)(c) and 119.10, F.S.
- e. TNTP shall not disclose public records that are exempt, or confidential and exempt, from public records disclosure unless specifically authorized by law for the duration of this Agreement term and following the completion, expiration, or termination of same if TNTP does not transfer the records to the Client. Upon completion, expiration, or termination of this Agreement, TNTP shall transfer, at no cost to the Client, all public records in its possession or keep and maintain public records required by the Client to perform the services. If TNTP transfers all public records to the Client, TNTP shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If TNTP keeps and maintains public records upon completion, expiration, or termination of this Agreement, TNTP shall meet all applicable requirements for retaining public records and provide requested records to BPS pursuant to the requirements of this Article. All public records stored electronically must be provided to the Client in a format that is compatible with the information technology systems of the Client.

Section 13. Miscellaneous.

- a. 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 Florrie Chapin, General Counsel. 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.

- b. 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.
- c. Neither this Agreement nor any provision hereof may be modified, amended, supplemented, waived, discharged, or terminated except in a writing signed by the parties.
- d. TNTP will not be liable to the Client or to any third party, nor be deemed to have breached this Agreement, for any failure or delay in performing any of its obligations under this Agreement when such failure or delay is caused by or results from an event beyond TNTP's reasonable control, including without limitation (1) acts of God, (2) natural disasters, (3) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, (4) governmental orders or restrictions, (5) international, national or regional emergency, (6) flood, fire, or explosion, (7) strikes, labor shortages, stoppages or slowdowns, (8) epidemics, pandemics, diseases, quarantines, or other extraordinary event which is determined to constitute a public health risk ("Force Majeure Event"). TNTP will use commercially reasonable efforts to give notice of the Force Majeure Event to the Client stating the period of time the occurrence is expected to continue, provided that (a) TNTP is able, given the nature and scope of the Force Majeure Event, to reasonably state such time period, and (b) any delay by TNTP to provide such notice or to state the time period when performance will be resumed will not negate the enforceability of this Section. Upon cessation of such Force Majeure Event, as reasonably determined by TNTP, TNTP will thereupon use commercially reasonable efforts to resume efforts to promptly perform or complete the performance of TNTP's Services hereunder as soon as reasonably practicable after the cessation or resolution of the Force Majeure Event. If TNTP's failure or delay to resume efforts to promptly perform or complete the performance remains uncured for a period of 60 days following notice given by it to Client under this Section, either party may thereafter suspend or terminate its performance under the applicable Scope of Work upon 30 days' written notice.
- e. No failure or delay in exercising any right or remedy hereunder shall constitute a waiver of such, any other, right or remedy.
- f. 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.
- g. 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.
- h. 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 14. Jessica Lunsford Act – House Bill 1877 and Background Check

The State of Florida has passed a law stating that all vendors visiting a school campus shall be in compliance with the Florida H.B. 1877, The Jessica Lunsford Act as referenced in Florida Statute 1012.465 and 1012.467, effective September 1, 2005, Amended August 2007. Contractors are to provide their policies and procedures regarding their employees being in compliance with the Jessica Lunsford Act. The Contractors or their employee(s) shall bear all costs of the criminal background check. No employee(s) of the Contractor may provide professional services under this agreement, prior to completing the criminal background check successfully and having credentials issued. The following link was designed to assist with JLA compliance: [http://myvolusiaschools.org/professional-standards/Pages/Jessica-Lunsford-Act-\(JLA\).aspx](http://myvolusiaschools.org/professional-standards/Pages/Jessica-Lunsford-Act-(JLA).aspx) NOTE: Only applicable to contracted vendors who are permitted access on school grounds when students are present, who have direct contact with students, or have access to or control of school funds.

Section 15. Drug Free Workplace

In accordance with the Board's "Drug-Free Work Place General Policy" employees shall not possess or be under the influence of tobacco products, alcohol, drugs, or any illegal substances while on Board property or while in direct contact with students. Vendors will be required to assure that assigned personnel work in a drug-free environment and will conduct themselves in a manner that does not violate the Board's standards for employment. NOTE: Only applicable to contracted vendors who are permitted access on Board property or contracted vendors who have direct contact with students. A Certification Form is required when applicable.

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.

Volusia County Schools

By: Ida D. Wright

Date: May 26, 2020

Name (print): Ida D. Wright

Title: Chairman

TNTP, Inc.

By: Tonya Horton
Tonya Horton (May 18, 2020)

Date: May 18, 2020

Tonya Horton

EVP, Central Operations

p.p.: _____

ATTACHMENT(S):

1. Appendix A: 2 C.F.R. § 200.326. & 2 C.F.R. PART 200, APPENDIX II
-- Federal Provisions/Clauses applicable to contracts utilizing Federal funding
2. Appendix B: Drug Free Workplace Certification Form

Schedule A
Statement of Work

Our Approach

TNTP's specific strategies for support will depend heavily on an initial summer planning session, during which we will prepare for the upcoming school year, determine the needs of the school leadership team and staff, assess the health of the school ecosystem, and learn *what* is being asked of students and *how* that content is being delivered. Our approach to support for the 2020 - 2021 school year is three pronged, with an emphasis on academics and support to the leadership team. Specific objectives related to each area of support are listed below.

LEADERSHIP & TALENT	CULTURE	ACADEMICS
<ul style="list-style-type: none"> • Diagnose current approaches to talent management, including the assignment of staff, observation and feedback practices, and approaches to development and support • Build the capacity of key leaders in the building to set, communicate, and monitor appropriate goals • Support the leadership team by establishing consistent approaches to coaching and feedback grounded in research-based practices • Support the leadership team by co-creating a modified program targeting the AP, Coach, and 3 - 5 teachers. 	<ul style="list-style-type: none"> • Given Palm Terrace's strengths in school culture, TNTP will provide light touch support on school culture and climate, with a focus on academic habits and maximizing instructional time. • Support the leadership team to identify classroom practices that establish and grow positive, student-centered cultures focused on learning and growth • Support the leadership team with strategies to reduce tardiness. 	<ul style="list-style-type: none"> • Assess the quality of current academic programming, including the alignment of instructional materials to the Florida Standards, the quality of instruction in classrooms, and approaches to developing instructional strategies among teachers • Recommend changes to instructional materials, assessment practices, and/or instructional frameworks to ensure rigorous instruction takes place in every classroom • Work alongside the leadership team to implement a coherent academic program that is rigorous, data-driven, meaningful, engaging, and in alignment with the Florida Standards and instructional shifts • Support the leadership team analyze data and create systems to ensure 2% target

growth in district assessments as well as overall school grade or the 4% growth based on statute.

Support Focus: Leadership Team Coaching

To put Palm Terrace Elementary on a path towards dramatic, sustainable improvement, we will work closely with the principal and school leadership team to (a) identify and prioritize the school's areas for instructional improvement and their corresponding root causes, (b) help the leadership team develop, articulate, and achieve buy-in for clear goals and strategies for improvement centered on excellent instruction, and (c) build capacity of the leaders to closely monitor the quality of instruction and to use student data to adjust interventions and prioritize specific feedback and coaching for teachers. TNTP will provide the Palm Terrace leadership team with cycles of strategic consulting, leading to rapid improvements in the leadership team's ability to diagnose and support excellent instruction. Cycles of support will ensure leaders are able to accurately assess instruction against the demands of the Florida Standards, intervene through feedback and coaching, progress monitor using data, and identify improvements over the academic year. To do so, TNTP will engage in the following work with school leaders:

- Review and, if deemed necessary, collaboratively adjust the school leadership's academic vision of excellence
- Strategic planning to create a comprehensive, long-term professional learning plan for the year that includes topics for summer professional development, staff-wide professional learning opportunities, professional learning communities (PLCs), and differentiated professional learning topics for new teachers
- Weekly, ongoing check-ins and coaching meetings with the principal and school leadership team
- Side by side (or video) observation and feedback to teachers, alongside the leadership team members
- A yearlong staff culture plan that includes best practices for change management aligned to the school year priorities, professional development, and retention, using research from *The Irreplacables*, TNTP's study on teacher retention and satisfaction
- Build leaders' capacity to implement coaching cycles with teachers, differentiated by need and aligned to schoolwide goals and a professional learning system

- Support the leadership team by co-creating a modified program targeting the AP, Coach, and 3 – 5 teachers.

Support Focus: Clear and Consistent Culture

Ensuring classrooms and hallways remain positive cultures of learning early in the school year is essential to accelerating academic progress for students. Given Palm Terrace's strengths and areas of focus, TNTP will provide light touch support on school culture and climate, with a focus on academic habits and maximizing instructional time. To that end, TNTP will support the leadership team as well as teachers directly, with professional learning and coaching on specific classroom management techniques that promote a positive and engaged classroom culture. TNTP will also support the Palm Terrace leadership team in ensuring that those techniques and schoolwide culture and classroom management systems reflect the schoolwide expectations for excellence. TNTP will provide feedback and thought partnership to coaches around how to ensure their caseload of teachers receives adequate feedback on classroom culture moves in addition to instructional moves, early and often in the school year. To do so, TNTP will engage in the following work with school leaders:

- Review Palm Terrace's schoolwide classroom management plan and positive support behavior system
- Create targeted support for new teachers and teachers with classroom management needs
- Provide thought partnership on existing strategies to support Social Emotional Learning
- *Additionally, TNTP can provide an Insight survey to staff members at Palm. Insight collects feedback on the leadership practices linked to increased teacher retention and student learning. It also identifies what national and local exemplar schools do differently, so other schools can learn from them.
- Support the leadership team with strategies to reduce tardiness.

Support Focus: Building and Sustaining a Strong Academic Program

The central goal of this support is to ensure not only that the Palm Terrace leadership team has a clear vision for academic rigor in its building, but that the instructional resources and professional learning used to enact that vision are aligned with best practices and consistently reflect the expectations of Florida Standards. All teachers in Grades K-2 will receive some direct support from TNTP. Teachers in Grades 3-5 will receive more targeted support through additional touchpoints in mathematics and reading. Fifth grade will receive support in science. Specifically, TNTP will:

- Build academic knowledge and expertise around the implementation of specific research-based strategies, tools, and instructional materials to reach the Florida Standards so all students are college- and career-ready
- Design and model professional learning for teachers on key instructional practices that reflect the demands of the Florida Standards and instructional shifts
- Build knowledge and expertise in creating a positive and supportive learning environment that creates the conditions amongst both adults and students to reach excellent outcomes
- Assist with the development of model classrooms to highlight practices that meet the instructional needs of students and developmental needs of teachers, and which contribute to the school's strategic direction
- Conduct training sessions with leadership team that are similar to professional development sessions provided to the FLDOE Instructional Leadership Team Institute/ Academy.
- Support the leadership team analyze data and create systems to ensure 2% target growth in district assessments as well as overall school grade or the 4% growth based on statute.

Conditions for Success

To ensure these efforts produce meaningful changes, we will want to confirm that the school leader, as well as his or her direct supervisor, are fully invested in this work. TNTP is committed to serving as a thought partner in this work. ~~This will mean establishing a shared understanding of overall goals for the school, clear roles and~~

responsibilities, and concrete accountability mechanisms. In the event TNTP and Volusia County Schools are not aligned, we will remove ourselves from this role. We believe the following conditions are critical for success:

- Dedicated time in the summer to plan for the school year, especially as it pertains to academic vision setting, a yearlong professional learning plan, routines for students and teachers, and a staff culture plan
- Commitment to collaboration, transparency, and a clear understanding of the roles, responsibilities, and accountability of each party involved
- Clear communication structures with Palm Terrace leaders, TNTP, and Volusia County Schools, access to historical data, and responsiveness from all parties involved.
- Commitment from Palm Terrace and Volusia County Schools to make changes to policy and practice, when possible, that support the schools' ability to improve student outcomes
- Responsiveness of school leaders, including regular availability to meet with TNTP staff
- A commitment to considering personnel changes if/when they are deemed necessary to meet goals
- A desire to share findings and best practices with other schools.
- A commitment to administering ongoing surveys to determine effectiveness throughout the year.

While we will focus our initial work on strong results in one year, we recognize that school turnaround work is complex and may require multiple years of support to ensure the school maintains and continues the progress from year one. We are excited to move forward with this work if support for goals and the approach is agreed upon at all levels and aligns with partnership priorities.

Considerations with COVID-19

COVID-19 presents unique challenges within the context of K-12 schools in our country. TNTP remains committed to ensuring access to rigorous instruction and high-quality professional development during the pandemic, and we have issued guidance for districts nationally as seen [here](#). Given these unique circumstances, TNTP would like to note the following considerations:

- TNTP will make every attempt to travel to Palm Terrace Elementary. However, if travel guidelines or policy from TNTP, the CDC, or Volusia County Schools do not support for TNTP staff members to conduct in-person visits, support will occur virtually. Palm Terrace agrees to fully cooperate with TNTP in such an event.
- As a virtual organization since inception in 1997, TNTP has coached leaders both in person and virtually and is well equipped for virtual support. In the event TNTP must conduct support virtually, TNTP will provide Palm Terrace support through phone calls, video conferences, ongoing email correspondences, and file shares to move the work forward.
- Additionally, in the event school is in session with students but TNTP is unable to travel due to restrictions or policy, TNTP will need to pivot to virtual coaching, whereby teachers can record video of their teaching techniques and engage in live, virtual debrief sessions. TNTP will provide additional guidance on expectations for Palm Terrace staff in such an event.

Estimated Costs

This budget assumes monthly in person visits, with ongoing virtual support in between visits. The Leadership Coach/Director will provide the principal with high touch support, along with light touch support to the remaining leadership team through structured professional development. The Senior Manager and Effectiveness Coach will support teachers directly. To reduce costs, the Partner will have a reduced capacity on the project and will primarily interface with district leadership and manage the TNTP team. The support will begin in mid-June 2020 with a discovery phase, with an end date of April 2021. This will allow the school leadership team to focus on state testing and end-of-year support in May and June.

TNTP Team	Total Cost
Partner (Reduced Capacity) Project Director Senior Manager/Effectiveness Coach Effectiveness Coach	\$351,984

TNTP has the right to adjust the team staffed to this work throughout the year, as deemed necessary for meeting project goals.

Insight Culture Survey – Add on Support

School Culture and Retention Support – Insight

Research tells us that a strong school culture is key to retaining teachers who lead students to success. Great teachers want to work in schools with a shared vision of effective teaching, clear expectations, and support to improve. But creating that kind of culture is complex work, and it can be hard to know where to focus first. To be effective, school leaders need specific, concrete feedback on the aspects of school culture that will make the biggest difference for teachers and students. TNTP’s Instructional Culture Insight Survey provides actionable feedback on the aspects of school culture that matter most for teacher and student success.

Insight uses teacher feedback to pinpoint specific opportunities to improve the elements of school culture that predict student outcomes. Grounded in TNTP’s two decades of research and work with schools nationwide, Insight collects feedback on the leadership practices linked to increased teacher retention and student learning. It also identifies what national and local exemplar schools do differently, so other schools can learn from them. Independently validated by leading research organizations, Insight has collected over 375,000 teacher responses from 2,350 schools since 2010.

How Insight Works

We would help Palm Terrace Elementary school and district staff assess instructional culture and understand how to improve it. We run the survey administration, deliver results on an interactive dashboard that leaders can use to pinpoint specific improvement areas and monitor progress, and offer resources and expert support for interpreting and acting on survey results. All participants answer questions about key aspects of school culture:

- Academic Expectations
- Evaluation
- Instructional Planning for Student Growth
- Leadership
- Learning Environment
- Observation & Feedback
- Peer Culture
- Professional Development
- Retention

Depending on your needs, we can also add questions about other important topics, such as: Career Progression, Diversity, Equity & Inclusion, Family & Community Engagement, Hiring Process, School Operations, Teacher Compensation, and Workload.

Insight maps a clear path to improvement in three key steps:



1. Collect teacher feedback.

Survey distribution. We invite teachers to participate via email and then administer the survey, which takes about 15 minutes to complete.

Response rate monitoring. Throughout the survey administration, our partners can monitor response rates through an online dashboard, so they can ensure strong participation and reliable results.



2. Share and compare the results.

Reports. Within weeks, partners receive access to an interactive, online dashboard, where they can see summative scores, detailed survey responses for each question, and if available, trends over time.

Comparison data. School reports include the results of schools with strong practices to allow schools to see what they do differently.



3. Action plan and monitor progress.

Goal-setting to improve. By prioritizing specific areas for growth and providing step-by-step protocols for goal setting and progress monitoring, Insight makes survey feedback actionable.

Clear guidance. In addition to clear protocols, training webinars, and other resources, our Insight experts can help partners interpret and act on results.

Insight Results

Insight has been independently validated by the American Institutes for Research as a reliable measurement of school instructional culture, and instructional culture as measured by Insight is consistently aligned with higher teacher retention and improved student outcomes:

Bottom-Quartile Schools (Weak Instructional Culture)

Top-Quartile Schools (Strong Instructional Culture)



Bottom-quartile schools can expect to lose effective teachers at more than twice the rate of top-quartile schools.

Top-quartile schools have shown stronger student growth than bottom-quartile schools on multiple state assessments.

Effective teachers planning to leave this year or next year, EOY16 national dataset: bottom-quartile average = 41%, top-quartile average = 16%. Assessments include TCAP (Tennessee), DC CAS, North Carolina EOG Assessments, Florida Standards Assessments, and MCAS (Massachusetts).

TNTP Team

Cost of Insight for 2020 - 2021 School Year

Total Cost

\$1,600

Schedule B:
Case Studies

Since 1997, TNTP has helped more than 200 public school districts and state departments of education realize their goals for great teaching. We've recruited more than 54,000 teachers to the teaching profession, trained more than 34,000 teachers for urban districts, staffed 25,354 vacancies, helped some districts triple their application volume, and set a new bar for teacher certification based on proven classroom effectiveness. Research on our established programs shows that six weeks of TNTP training led to first-year teacher performance equal to that of teachers who received 2-4 years of traditional training. In New York City, TNTP-trained teachers performed as well as their traditional route peers between 2000 and 2010. Over a ten-year period, the average achievement gains of students of New York City Teaching Fellows were equal in math and slightly lower in ELA compared to the gains of teachers from traditional routes. Additionally, New York City Teaching Fellows are more racially diverse and more likely to work in hard-to-staff areas than new teachers from more traditional routes.

Our principal coaching work has led to statistically significant alignment between teacher ratings and student outcomes. We've surveyed 40,000 teachers in 773 schools to assess school climate and provide school leaders a clear roadmap to fix it. We have helped district and charter partners redesign their career pathway and compensation systems, affecting over 31,000 teachers in over 1,000 schools. TNTP has also advised state departments of education on their career pathway and compensation policies, with the potential to affect about 330,000 teachers in nearly 7,000 schools in our partner states across the country.

TNTP's work has almost exclusively focused on improving chronically underperforming schools in communities that have been highly impacted by issues of poverty and insufficient opportunities. To highlight work in addition to Endeavour Elementary, we have included examples of our work below:

Endeavour Elementary: TNTP partnered with Endeavour Elementary in Brevard County from 2018 - 2020. TNTP provided support with leadership coaching, teacher development, and classroom management. Through this support, TNTP supported Brevard from moving from a "D" grade to a "C" grade within one year of support. To do so, TNTP supported the school by refining their academic vision and aligning professional learning systems including observation feedback routines, professional learning communities, and professional development. To build capacity within the school, TNTP worked directly with teachers, instructional coaches, and the school leadership team.

Pathway to Leadership in Urban Schools (PLUS): PLUS is a principal certification program that prepares accomplished educators to lead improvement and raise student achievement in high-need schools. Our residency-based approach to principal training develops leaders who have a clear, strong school and instructional vision, relentlessly pursue results, and lead through relationships, making it possible for others to do their best work. We recruit teachers, coaches, and other aspiring leaders from within and outside of the district and prepare them for the demands of school leadership via a comprehensive, year-long residency in a school. We have seen tremendous successes from our residents' leadership in Philadelphia and Camden:

- **Valuing and Retaining Great Teaching:** In 2014-15, PLUS leaders retained 100% of their best teachers, while counseling out most low performing teachers (83% in Philadelphia, 60% in Camden). PLUS Residents championed teacher effectiveness and differential retention by focusing on rigorous evaluation and feedback.
- **Boosting Teacher Effectiveness:** Residents coached teachers to help more students learn, with quick results: the percentage of teachers rated in the top two rating categories on the TNTP Core Rubric overall increased from 13% to 35% by year end, while the percentage in the bottom two categories overall dropped from 54% to 23%.
- **Satisfaction with Leadership:** Moreover, large majorities of teachers agreed that the feedback they

received from their Resident was frequent, specific, and helped them improve student outcomes. Residents were also more likely to receive strong positive responses from their teachers on their reliability and their modeling of behavior than the national average of principals rated via TNTP's Insightsurvey.

PLUS programs develop transformational school leaders who can raise student achievement in high-need schools. We have had programs in Camden, Memphis, New York, Philadelphia, Kansas City, and San Francisco. During the 2014-15 school year, PLUS leaders in Philadelphia and Camden nearly tripled the percentage of teachers performing as "proficient" or "skillful."

Philadelphia PLUS Turnaround: Building on the success of TNTP's PhillyPLUS program, in the fall of 2016, TNTP launched a specialized turnaround track to prepare school leaders for the unique challenges of transforming low performing schools. While the traditional track is a certification program for educators who are new to school leadership, the turnaround track is designed to prepare experienced leaders for the turnaround setting in just one year. Candidates selected into the turnaround track will have prior school leadership experience, a record of working in partnership with families and communities, and an ability to lead others to make dramatic changes. Because turnaround residents will enter our program with a strong foundation, we've designed a unique residency program to help them refine their skill set while also learning what it takes to lead a successful turnaround.

Pinellas County, Florida: TNTP supported the "Scale Up for Success" initiative in five elementary schools in Pinellas County, Florida for 18 months starting in January 2015. Our work included supporting coaches to help teachers improve, working with leaders to increase the number of effective teachers in their buildings, creating positive and safe learning environments for students, and making substantial changes to create the conditions necessary for effective school turnarounds in each of these five schools. These schools cut discipline referrals in half in the 2015-16 school year. Each school we supported in Pinellas made significant academic gains in the 2015-16 school year, some as large as 20 percentage points in the number of students with passing scores in math and ELA in grades 3-5.

Bridgeport Public Schools, CT: In 2013, we partnered with Bridgeport Public Schools to improve a subset of its struggling schools. We started our work with a need's assessment, which revealed that weak teacher and principal development had crippled these struggling schools. To address these gaps, we designed a custom teacher and principal development approach that matched expert TNTP coaches with participating Bridgeport teachers and principals. Our approach included intentional protocols that facilitated one-on-one, congenial, and collaborative relationships. Ultimately, we coached 48 teachers, reaching 2,571 students in six Bridgeport schools. Our expert coaches diagnosed each teacher's primary area for improvement, set related goals, and applied research-based coaching strategies to develop teachers toward these goals.

The strategies included in-classroom coaching, co-planning using the Common Core State Standards, and out-of-classroom practice sessions, including lesson rehearsals. We assessed our own effectiveness daily by tracking our coaching activities and methods against teacher and leader outcomes, using this data to adjust teacher development plans in real-time. As a result of these efforts, 87 percent of teachers we coached met their rigorous growth goals; 100 percent of the teacher respondents agreed that coaching helped them improve instruction; 100 percent of the principal respondents agreed that their school had progressed over the course of the year; and many teachers cited our work as their most useful professional development experience.

2 C.F.R. § 200.326. & 2 C.F.R. PART 200, APPENDIX II

Federal Provisions/Clauses apply to all BOARD contracts utilizing Federal funding as a source for the procurement of goods and/or services. Respondents and resultant awardees shall not take exception to any part of these regulations.

1. **Prohibitions of Gratuities:**

By submission of a proposal, a vendor certifies that no employee of Volusia County School District has or shall benefit financially or materially from such proposal or subsequent contract. Any contract issued as a result of this RFP may be terminated at such time as it is determined that gratuities of any kind were either offered or received by any of the aforementioned persons.

2. **Civil Rights:** The VENDOR shall comply with the Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; Age Discrimination Act of 1975; 7 C.F.R. Parts 15, 15a, and 15b; and FNS Instruction 113-1, *Civil Rights Compliance and Enforcement—Nutrition Programs and Activities*, and any additions or amendments.

3. **Minority and Women-Owned Businesses Enterprise: Regulation 2 CFR 200.321** When feasible, Volusia County School District will take all necessary affirmative steps to ensure that small businesses, minority-owned businesses and women's business enterprises are used whenever possible:

- Affirmative steps shall include the following: Include qualified small businesses, minority-owned businesses and women's business enterprises on solicitation lists.
- Assuring those small businesses, minority-owned businesses and women's businesses are solicited whenever they are potential sources.
- When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small businesses, minority-owned businesses and women's business participation.
- Where the requirement permits, establishing delivery schedules which will encourage participation by small businesses, minority-owned businesses and women's businesses.
- Using the services and assistance of the Small Business Administration and the Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned businesses and women's business enterprises.

4. **Equal Employment Opportunity (41 CFR Part 60):** All Vendors and Contractors must comply with mandatory standards and policies relating to Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places,

available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractors' commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigating to ascertain compliance with such rules, regulations, and orders. (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

5. **Copeland "Anti-Kickback" Act (40 U.S.C. 3145):** All Vendors and Contractors must comply with mandatory standards and policies relating to the provision for compliance as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

6. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148):** All Vendors and Contractors must comply with mandatory standards and policies

relating to the Davis-Bacon Act. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination.

7. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708):**

All Vendors and Contractors must comply with mandatory standards and policies relating to the Contract Work Hours and Safety Standards Act. Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

a) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

~~c) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized~~

representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

d) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section."

8. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387):**

All Vendors and Contractors must comply with mandatory standards and policies relating to as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

9. **Energy Policy and Conservation Act (42 U.S.C. 6201):** 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 (42 U.S.C. 6201).

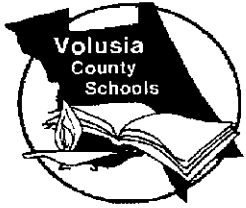
10. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):** All Vendors and Contractors must comply with mandatory standards and policies relating to Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

11. **Rights to Inventions Made Under a Contract or Agreement. (37 CFR §401.2 (a)):** All Vendors and Contractors must comply with mandatory standards and policies relating to if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

12. **Procurement of recovered materials (See §200.322):** All Vendors and Contractors must comply with mandatory standards and policies relating to section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines

- of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
13. **Debarment and Suspension (Executive Orders 12549 and 12689):** All Vendors and Contractors must comply with mandatory standards and policies relating to a contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
 14. **Procurement of Recovered Materials:** "(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price. (2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>
 15. **Changes/Modifications:** (a) The Purchasing Department may, in writing, order changes in the drawings and specifications within the general scope of the contract. (b) The Contractor shall promptly notify the Purchasing Department, in writing, of subsurface or latent physical conditions differing materially from those indicated in this contract or unknown unusual physical conditions at the site before proceeding with the work. (c) If changes under paragraph (a) or conditions under paragraph (b) increase or decrease the cost of, or time required for performing the work, the Purchasing Department shall make an equitable adjustment (see paragraph (d)) upon submittal of a "proposal for adjustment" (hereafter referred to as proposal) by the Contractor before final payment under the contract.
 16. **Access to Records:** (1) The contractor agrees to provide the BOARD, the Title I – Part A Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The contractor agrees to provide the Title I – Part A Administrator or the authorized representatives access to other work sites pertaining to the work being completed under the contract."
 17. **DHS Seal, Logo, and Flags:** The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific Title I – Part A pre- approval.
 18. **Compliance with Federal Law, Regulations, and Executive Orders:** This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, Title I – Part A policies, procedures, and directives.
 19. **No Obligation by Federal Government:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
 20. **Program Fraud and False or Fraudulent Statements or Related Acts:** By submitting a proposal in response to this solicitation, the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.
 21. **Access by the Grantee, Sub-Grantee, Federal Grantor Agency and Comptroller General:** The Contractor shall allow access by the grantee, sub-grantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.
 22. **Americans with Disabilities Act of 1990 (ADA):** The Contractor shall ensure compliance with all requirements imposed by ADA, and regulations of the federal government issued there under.
 23. **Convict Labor:** Ensure compliance with the Convict Labor prohibition in 23 U.S.C. 114 whereby Convict Labor cannot be used in Emergency Relief Programs subject to FHWA funding.
 24. **Copyrights:** The Grantee is free to copyright original work developed in the course of or under the agreement. Title I – Part A reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes. Publication resulting from work performed under this agreement shall include an acknowledgement of Title I – Part A financial support, by grant number, and a statement that the publication does not constitute an endorsement by Title I – Part A or reflect Title I – Part A views.
 25. **Disadvantaged Business Enterprises (DBE) Contractors:** The contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 C.F.R., Part 23, as amended, have the maximum opportunity to participate in the performance of contracts and this agreement. Contractor shall take all necessary and reasonable steps in accordance with 49 C.F.R., Part 23, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. The contractor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of federal assisted contracts.
 26. **Reporting:** Reports Submission: Per 44 CFR 13.50, when the appropriate grant award performance period expires, the Grantee shall submit the following documents within 90 days: (1) Financial performance or Progress Report; (2) Financial Status Report (SF 269) or Outlay Report and Request for Reimbursement for Construction Programs (SF-271) (as applicable); (3) Final request for payment (SF-270) (if applicable); (4) Invention disclosure (if applicable); and (5) Federally-owned property report. **Acceptance:** Title I – Part A shall review the Grantee reports, perform the necessary financial reconciliation, negotiate necessary adjustments between the Grantee's and Title I – Part A records and close out the grant in writing.
 27. **Retention of ALL Records:** The Contractor is required to retain all records for (7) years after grantees or sub-grantees make final payments and all other pending matters are closed. Proposer agrees to allow access by the BOARD, any relevant Federal Agency, or the Comptroller General of the U.S. to any records, documents books or papers for the purpose of audit, examination, excerpts or transcription.

SCHOOL DISTRICT OF VOLUSIA COUNTY
PURCHASING DEPARTMENT



DRUG-FREE WORKPLACE
CERTIFICATION FORM

In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under contract a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that my firm complies fully with the above requirements.

Tonya Horton
Tonya Horton (May 18, 2020)

VENDOR'S SIGNATURE

May 18, 2020
DATE

TNTP, Inc. / Tonya Horton

TYPE OR PRINT COMPANY/INDIVIDUAL NAME

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