

## **EXTERNAL TURNAROUND SUPPORT AGREEMENT BY AND BETWEEN TNTP AND ADAMS COUNTY SCHOOL DISTRICT 14**

THIS EXTERNAL PARTIAL MANAGER AGREEMENT (the “Agreement”) is made and entered into as of **July 1, 2022** (the “Effective Date”), by and between TNTP, a non-profit organization whose principal office is located at 500 7th Ave. 8th Floor, New York, NY 10018 (“TNTP”) and ADAMS COUNTY SCHOOL DISTRICT 14, located at 5921 E. 60<sup>th</sup> Avenue, Commerce City, Colorado (the “District”), and sets forth agreements pursuant to which TNTP shall be engaged by the District. TNTP and the District are collectively referred to here as “the Parties.”

### **RECITALS**

A. The District is a public school district, organized under the laws of the State of Colorado and governed by the Adams County School District 14 Board of Education (“the Adams 14 Board”) pursuant to Article IX, Section 15 of the Colorado Constitution.

B. Pursuant to an Order of the State Board dated November 27, 2018 (the “State Board Order,” attached here as Exhibit A), the State Board has ordered the District to pursue an appropriate selection process to identify a Lead Partner entity (“Lead Partner”) to work as an external management organization to serve as a partial support manager to (“Partial Manager”) the Adams 14 Board to work with the District using research-based strategies that have a proven track record of success in systemic improvement and turnaround work for schools, with community stakeholder engagement,

C. The State Board at its April 14, 2022 meeting directed the District to provide a “proposed partial manager and detailed scope of work for the manager’s role and authority.”

D. With this April 14, 2022 State Board motion, and while honoring the constitutionally derived local control powers of the District and the Adams 14 Board, this Agreement identifies a detailed scope of work for the partial manager’s role and authority to collaborate and work with the District in improving academic success for the District’s students.

E. On May 24, 2022, the State Board memorialized its April 14, 2022 motion via an Order.

F. For the purposes of this Agreement, the District defines “partial manager” as a collaborative partnership between the Adams 14 Board, Superintendent, and TNTP where the Parties will collectively and collaboratively work to meet the Adams 14 Board’s and District’s identified turnaround goals over the course of the Agreement, pursuant to the terms outlined in this agreement.<sup>1</sup> The Partial Manager will provide support to the district as outlined in Annex 1, and will have authority to make employment related decisions or determinations, including but not limited to, hiring, firing, performance evaluations, compensation decisions, and other employment decisions, as delegated by the District’s Board. The Partial Manager will not be responsible for the day to day operations of the District.

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<sup>1</sup> State law does not define “partial manager” or “partial management.”

G. TNTP is a non-profit organized under the laws of the State of Delaware.

H. After a selection process and procurement undertaken in accordance with District's policies and procedures and the State Board 2018 Order, the District has selected TNTP to act as a partial management partner for the District based on specific scope of work as detailed in this Agreement and attached Annex.

I. In compliance with the State Board's November 27, 2018 Order and the State Board's April 14, 2022 motion, and the State Board's May 24, 2022 Order, the District hereby will collaborate and partner with TNTP on building systems of support with the District in TNTP's defined areas, as identified in Annex 1, needed to support the affairs and programs of the District, subject to the limitations mandated by the Colorado Constitution and state statute, and to the Board's retained authority as provided in District Policy BBA (attached hereto as Exhibit B) ("Retained Authority"). Subject to the Retained Authority, the Board's conferral and partnering with TNTP specifically includes the Scope of Work as identified in Annex 1 (collectively, the "Delegated Scope of Work"):

J. TNTP agrees to serve as the partial manager to the District, agrees to perform the Scope of Work described in this Agreement as detailed in Annex 1, and acknowledges and accepts the Delegated Authorities and responsibilities to be performed in accordance with the State Board's April 14, 2022 motion, and May 24, 2022 Order and the terms of this Agreement.

## **AGREEMENT**

NOW THEREFORE, in consideration of the foregoing Recitals, the terms and conditions stated below, and other good and valuable consideration, the Parties agree as follows:

### **I. SCOPE OF WORK**

TNTP's scope of work services as the partial manager (the "Services") shall be set out in this Agreement and one or more Annexes to this Agreement. Each Annex, upon execution by both Parties, shall by this reference be incorporated in and made part of this Agreement. Each Annex shall specify the Services to be performed by TNTP, key TNTP staff members assigned to assist in the performance of such Services, and the payment terms for such Services, as well as any other details specified by the Parties. Should the Parties mutually agree to change in any material way the Services as described in any Annex, an adjustment to TNTP's fees and promised delivery dates for such Services may be required in consultation with TNTP. TNTP acknowledges that events outside the direct control of the Board, such as an order from the State Board providing for the closure, conversion, or external management of a District school, may necessarily reduce the Scope of Services and require an adjustment of TNTP's fees. The District will notify TNTP immediately of any changes to the scope or fees associated with the project. TNTP undertakes to advise the District promptly should any such adjustment be necessary and to negotiate with the District, in mutual good faith, to arrive at a mutually acceptable revision to the

applicable Annex. The Parties will meet annually to discuss the Services and any necessary changes.

As described in this Agreement and the Annexes, TNTP shall be responsible and accountable to the District to provide the Services. The Scope of Work described in the Agreement and the Annex(es) shall be the definitive statement of the Services to be provided by TNTP as the result of the negotiation and agreement between the Parties. For those actions of the TNTP that require formal action by the District's Board, the District's Board will give appropriate and timely consideration to the recommendations of TNTP. TNTP's responsibility is expressly limited by: (a) budget and staffing for the District as reflected in any Annex, as approved and amended from time to time by the District's Board, and (b) solely to the extent expressed in Section IX.U. below, the availability of state and local funding to pay for the Services.

If required by the Scope of Services, the District agrees to provide to TNTP, at no cost to TNTP, and within thirty (30) days of TNTP's written request, all requested student data ("**Student Data**"), teacher and staff related data ("**Staff Data**"), and demographic and school/district information ("**School Data**"). Student Data, Staff Data, and School Data is collectively referred to herein as "**Data**". The District's failure to provide TNTP with Data, or access to collect the Data, may cause a material delay in the delivery of services for which TNTP will not be held responsible.

The District also agrees to cooperate with TNTP, 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) to District personnel, classrooms, meeting spaces, and buildings as needed for TNTP's Services. The Services may require student and/or teacher surveys, focus groups, student work samples and video recordings of classroom activities, students or groups.

TNTP shall provide regular updates to the Superintendent or her delegated representative concerning the Services, on at least a bi-weekly basis, including, but not limited to keeping the Superintendent or her delegated representative informed on the condition of the District's educational and support systems. TNTP shall manage the Services to meet federal, state and local requirements, and the requirements imposed by this Agreement, unless such requirements are waived by the District's Board. The Parties shall timely notify the other of any anticipated or known: i) material health or safety issues, ii) material labor, employee or funding problems, or iii) problems of any other type that could materially and adversely affect the District's compliance with applicable law or the ability of either Party to perform this Agreement.

## **II. STAFFING**

TNTP shall assign such staff members as identified in the applicable Annex to perform the Services, with backup Services provided by off-site employees. Should TNTP elect to utilize services from contractors, TNTP will be responsible for paying said contractor from monies received from the District used to pay for those Services identified in an Annex. TNTP is not authorized to engage the services of a contractor to perform any Services identified in an Annex

without the express written permission from the Superintendent and ratified by the District's Board. Should any TNTP role listed in an Annex be unable to perform the Services, TNTP may substitute another similarly-qualified staff member as provided under the Delegated Authority and the terms of this Agreement. **All other persons that engage in activities at or for the District shall be employees of, contractors to, or volunteers of the District (the "District Staff"), and TNTP shall have no liability to or for such District Staff (i) under the terms of any District work agreement, employee benefit plan, worker's compensation program, tax withholding system or any other obligation of an employer to its employees or a contractor to its contracted parties, or (ii) for any action in tort, contract or other cause of action based upon the activities of District Staff and not involving TNTP employees or those contracted by TNTP.**

### **III. STANDARDS**

TNTP shall perform all Services in a diligent, safe, and workmanlike manner, using its judgment pursuant to the highest standards of the profession for the Services. TNTP represents that the work performed will be in conformance with all applicable laws, statutes, rules, regulations, ordinances, and codes, and the orders of any governmental bodies that have been issued with regard to the District and of which TNTP has been made aware by the District. If TNTP's performance does not conform to such standards and the District notifies TNTP of same, TNTP agrees to immediately take all reasonable action necessary to remedy the nonconformance, subject to the provision in Section I above regarding material adjustments to the Services.

### **IV. FEES AND DISBURSEMENTS**

TNTP shall provide the Services for the professional fees set forth in the applicable Annex. Unless otherwise expressly stated in this Agreement, all necessary labor, licenses, materials, supplies, reimbursables, and other items necessary to complete the Services shall be part of and not in addition to the professional fees set forth in the applicable Annex. All payments to TNTP shall be paid upon receipt of TNTP's invoices, which shall be issued no more than once every thirty (30) days. Invoices shall be delivered by TNTP to the District using the process for Notice provided in Section IX.Q. below, and shall be submitted in accordance with the payment schedule set forth in the applicable Annex. Payment shall be made by direct deposit by electronic funds transfer to the financial institution designated by TNTP in writing. TNTP reserves the right to impose an interest charge equal to one percent (1%) per month (12% per annum) upon any invoice that is unpaid thirty (30) days after receipt by the District.

TNTP will provide services funded through a grant from the Oak Foundation, as identified in the scope of work in Annex 1. Should funding for the project be terminated, reduced, or otherwise delinquent at any time and for any reason, TNTP may elect to immediately terminate the part of the Agreement funded by the grant, or, if TNTP does not elect to terminate this part of the Agreement, the parties may renegotiate TNTP's Services and amend this Agreement accordingly.

The District shall pay a flat fee to TNTP in the amount of \$4,995,553 for a three-year period to be paid on an equal quarterly basis based on the schedule below. TNTP will submit an invoice reflecting the flat fee according to the agreed upon schedule. 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. The invoice is due and payable by ACH or wire transfer within 30 days of your receipt of the invoice, without regard to any delay for purchase order or invoice reference. The District will validate any changes to ACH or wire payments by contacting TNTP at [finance@tntp.org](mailto:finance@tntp.org). After 30 days, interest may be charged at a rate of 1% per month. The District agrees to provide, for inclusion in each Project Proposal, the specific information that must be included on an invoice (e.g., a Purchase Order Number or other reference). 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 District. The District 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.

<b>Invoice Date</b>	<b>Invoice Amount</b>
<u>September 20, 2022</u>	<u>\$357,269</u>
<u>December 20, 2022</u>	<u>\$444,143</u>
<u>March 20, 2023</u>	<u>\$444,143</u>
<u>June 20, 2023</u>	<u>\$444,143</u>
<u>September 20, 2023</u>	<u>\$444,143</u>
<u>December 20, 2023</u>	<u>\$459,228</u>
<u>March 20, 2024</u>	<u>\$459,228</u>
<u>June 20, 2024</u>	<u>\$459,228</u>
<u>September 20, 2024</u>	<u>\$459,228</u>
<u>December 20, 2024</u>	<u>\$256,200</u>
<u>March 20, 2025</u>	<u>\$256,200</u>
<u>June 20, 2025</u>	<u>\$256,200</u>
<u>September 20, 2025</u>	<u>\$256,200</u>
<b>Total</b>	<b>\$4,995,553</b>

## V. INDEPENDENT CONTRACTOR

TNTP understands and acknowledges that this Agreement is a contract for services and that an employee-employer relationship does not exist between TNTP or any of TNTP's employees and contractors, and the District. TNTP shall perform all Services using its judgment and expertise as an independent contractor and not as an employee of the District. TNTP acknowledges that it is not entitled to workers' compensation, unemployment compensation or any other benefits from the District and that TNTP is obligated to pay or withhold for TNTP's employees and contractors any federal, state, local and other taxes on any monies earned or benefits received through the provision of Services for the District pursuant to this Agreement. Neither TNTP nor any agent or employee of TNTP shall be an agent or employee of the District,

nor shall any of them have any authority, express or implied, to bind the District to any agreement or incur any liability or obligation attributable to the District, except as expressly provided for in this Agreement or any applicable Annex. Notwithstanding the above, the District, through its District Superintendent (or her designee) and the Adams 14 Board shall act promptly to execute any such agreements, as approved by the Adams 14 Board, enact such District policies and procedures, and take such other actions as may be reasonably necessary for TNTP to carry out the Delegated Authorities.

## **VI. INTELLECTUAL PROPERTY**

To the extent TNTP creates any work product, including without limitation, memoranda, photographs, spreadsheets, drawings, reports, data, submittals, and designs or plans or similar materials relating specifically to the Services (collectively “Work Product”), such Work Product shall become the intellectual property of the District. Work Product shall be delivered to the District during the course of performance of the Services and the District shall retain its intellectual property rights in the Work Product upon the earlier to occur of the completion of the Services, termination of this Agreement by either Party or material breach of this Agreement by TNTP. To the extent that any of the deliverable items may not, by operation of law, be works made for hire, TNTP hereby assigns to the District the ownership of copyright in the deliverable items and the District shall have the right to obtain and hold in its own name copyrights, which may be available in the deliverable items. TNTP agrees to give the District all assistance reasonably required to perfect such rights.

The District grants TNTP a worldwide, perpetual, irrevocable, royalty-free license, with the right to grant sublicenses, to use, modify, reproduce, display, transmit, distribute, publicly perform, and create derivative works of the Work Product in de-identified and/or aggregated form. The District agrees that TNTP may use any de-identified Work Product and accompanying data which are provided to TNTP by the District, or which are otherwise collected by TNTP during the course of the engagement. TNTP may identify the District as a client of TNTP if it complies with the other terms in this Agreement.

The District acknowledges that TNTP is an educational consulting and partnering organization that has a history of operations, and continues to operate, around the United States. TNTP may use materials developed by TNTP prior to TNTP entering into this Agreement, and TNTP may develop in the future or currently own other patent, trade secret, copyright, and other proprietary rights in techniques, concepts, documents, analytical programs, and other intellectual property that were not conceived or first produced by TNTP in the performance of this Agreement (collectively “TNTP IP”). TNTP IP is proprietary to TNTP and shall remain TNTP’s exclusive property. To the extent that any TNTP IP materials are contained in the Work for Hire, TNTP grants to the District an irrevocable, non-exclusive, worldwide, royalty-free license to use, execute, reproduce, display, perform, distribute (internally or externally) copies of and prepare derivative works based upon, such TNTP IP materials and derivative works thereof, to the same extent as if such incorporated TNTP IP materials were Works for Hire under the terms of this Agreement. TNTP shall be responsible to provide to the District any materials owned by or licensed from third parties (the “Third Party Materials”) that are: (i) recommended by TNTP for the District’s procurement or use; (ii) included in the Work Product; or (iii) a useful adjunct to

the Work Product. The District shall be responsible, at its sole cost and expense, to obtain appropriate licenses to: (i) use, reproduce, distribute, publicly perform, publicly display, modify and prepare derivative works of such Third Party Materials; and (ii) obtain a license or sublicense as may be required to obtain any of required rights for such uses. TNTP shall inform the District of all Third Party Materials for which a District license or sublicense may be required, and shall assist the District to secure permission relating to any such Third Party Materials. TNTP shall also notify the District of any limitations placed on the use of Third Party Materials when used by the District through any sublicense from TNTP.

Trademarks. District acknowledges that TNTP owns the TNTP name, flame logo, and the tagline Reimagine Teaching (collectively the “Marks”). TNTP grants District a limited, non-exclusive, non-transferrable, revocable license to the Marks for the specific purpose of the marketing and promotion of the Project, services and partnership. Any use of the Marks beyond the scope of the services shall be subject to the prior written approval by TNTP, be consistent with the terms of this Agreement, and be used for the sole purpose of the Project, TNTP’s services and partnership with the District. The Marks may not be altered or modified in any way unless approved by TNTP. The District will immediately cease using the Marks upon the earlier of TNTP’s request, the termination of this Agreement or the completion of the Project and services. The District shall not attempt to register the Marks and will cooperate with TNTP protecting, defending them.

## VII. SPECIAL PROVISIONS

Items checked in this Section are hereby incorporated into this Agreement as terms thereof:

**Workers Compensation Insurance** shall be maintained to comply with Colorado statutory provisions, including any required flow down, occupational disease provisions for all employees per statutory requirements, and employer’s liability, which must have limits of at least: \$100,000 per accident, \$100,000 disease, each employee and \$500,000 accident/disease policy limit. Such policy shall contain a waiver of subrogation in favor of the District. TNTP shall also require each subcontractor to furnish workers’ compensation insurance, including occupational disease provisions for all of the latter’s employees, and to the extent not furnished, TNTP accepts full liability and responsibility for subcontractors’ employees.

**Professional Liability Insurance** shall be maintained with coverage limits for each occurrence or claim of \$2,000,000, if professional services are provided under this Agreement.

**Comprehensive General Liability Insurance** shall be maintained to protect TNTP from all claims for bodily injury, including death and all claims for destruction of or damage to property, including loss of use therefrom, arising out of or in connection with any operations under this Agreement, whether such operations be by TNTP or by any subcontractor under it or anyone directly or indirectly employed by TNTP or by a

subcontractor. All such insurance shall be written with limits and coverages as specified below and shall be written on an occurrence form:

General Aggregate \$2,000,000  
Products - Completed Operations Aggregate \$2,000,000  
Each Occurrence \$1,000,000  
Personal Injury \$1,000,000

This policy shall be primary insurance, and any insurance carried by the District, its officers, or its employees, or carried by or provided through any insurance pool of the District, shall be excess insurance to that provided by TNTP.

**Comprehensive Automobile Liability Insurance** shall be maintained including coverage for liability arising out of any auto (including owner, hired, and non-owned autos), and including coverage for all power mobile equipment used by TNTP on District property, with a combined single limit of \$1,000,000/person, \$1,000,000/accident, and \$1,000,000/property damage. Such insurance shall include a waiver of subrogation in favor of the District. This policy shall be primary insurance, and any insurance carried by the District, its officers, or its employees, or carried by or provided through any insurance pool of the District, shall be excess insurance to that provided by TNTP.

**Certificates of Insurance** must be submitted to the District before starting work. Insurance certificates must show coverage of all checked insurance requirements, and must contain an endorsement naming the District as an additional insured. All coverages required herein shall be continuously maintained through the Term of this Agreement, to cover all liability, claims, demands, and other obligations assumed by TNTP pursuant to this Agreement. If the expiration date of the insurance certificate is prior to final completion, TNTP shall provide a new certificate of insurance prior to thirty (30) days from the expiration of the current policy. In case of any claims made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. TNTP shall require that all of its agents and subcontractors also comply with these insurance requirements. Any and all deductibles or self-insured retentions contained in any insurance policy shall be assumed by and at the sole risk of TNTP.

**Sales and Use Taxes.** The District is exempt from the payment of any state, and most municipal, sales and use taxes for materials, supplies, and equipment used in the performance of Services. TNTP shall not include any of these taxes in any professional charges or invoices to the District.

**Background Investigations and Fingerprinting.** Any employee, contractor, agent or other representative of TNTP, whether or not in paid status, must agree to be fingerprinted and submit for the District's standard background investigation if that employee, contractor, agent or other representative of TNTP will provide direct services to the District's students or will have unsupervised access to any District student while performing the Services under this Agreement. No person who has been convicted of,



pled no contest to, or received a deferred sentence or deferred prosecution for any crime involving a child will be allowed to work on District property, with District staff or students, or have access to District information. TNTP shall pay for the costs of such investigation and fingerprinting utilizing its contracted background check agency or the Colorado Bureau of Investigation. In its sole discretion, the District may conduct a short-form background check of any employee, contractor, agent or representative of TNTP who will have access to a school building while students are present and who thereby may have incidental contact with students while performing the Services in accordance with its volunteer policy. TNTP shall maintain records of all background investigations undertaken pursuant to this paragraph and provide them to the District upon request. If needed and requested by the District, TNTP agrees to provide the District with the dates of birth and Social Security numbers of its employees, contractors, agents or representatives in order to conduct these background checks. The District shall employ up-to-date and commercially reasonable security measures to ensure the privacy and security of such information.

## **VIII. TERM AND TERMINATION**

This Agreement shall be effective from the Effective Date through June 30, 2025 (the "Expiration Date"), subject to annual appropriation or subject to earlier termination as provided in the Agreement. The District or TNTP may terminate this Agreement, in whole or as to any specific Annex, upon ninety (90) days written notice to the other Party for any reason. The District may terminate, for good cause as reasonably determined by the Adams 14 Board, including, but not limited to: 1) a substantial decrease in the performance of the District or the District's schools as measured by the Colorado Department of Education on the District and School Performance Frameworks; 2) the commission of a misdemeanor or felony crime against a District student or District property by any TNTP employee or contractor; 3) an increase in the performance of the District such that it is rated at the Improvement level or higher by the Colorado Department of Education on the District Performance Framework for at least two consecutive years; 4) an Order from the State Board releasing the District from its obligation to contract with a partial manager or lead partner in the collaboration and partnership in managing the District or providing for the selection of another partial manager or lead partner to replace TNTP; and/or 5) a financial inability of the District to appropriate funds necessary to pay TNTP's professional fees. This Agreement may be terminated by TNTP for any reason upon written notice to the District and the State Board. Termination of the Services in any Annex, or of the Agreement as a whole, shall be effected by delivery of a termination Notice at least ninety (90) days prior to the termination effective date, specifying the date on which such termination is to become effective. TNTP shall be paid any and all payments due through the termination effective date as defined in any Annex if the goals that underlie the accrual of such payments have been materially accomplished. If any Annex provides for reimbursement of costs by the District to TNTP, the District may conduct an audit to determine TNTP's reasonable costs expended to the date of cancellation. TNTP will be reimbursed for the time period of Services provided to the District from the Effective Date to the termination effective date, as shown in the compensation schedule provided in the applicable Annex, and shall not be reimbursed for any anticipated post-termination profit.

## IX. GENERAL PROVISIONS

### A. Insurance Requirements

Notwithstanding any other provision of this Agreement, failure on the part of TNTP to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of this Agreement for which the District may immediately terminate this Agreement, or at its discretion, the District may procure or renew any such policy or any extended reporting period thereto and may pay any and all reasonable premiums in connection therewith, and all money so paid by the District shall be repaid by TNTP to the District upon demand or said payments by the District may be deducted from TNTP's monthly invoices. Any and all deductibles or self-insured retentions contained in any insurance policy shall be assumed by and at the sole risk of TNTP.

### B. Licenses, Taxes, Permits, and Fees

TNTP shall obtain, at its own expense, all licenses and permits and pay all applicable taxes and fees, in the execution of the terms of this Agreement, including but not limited to excise tax, federal and state and local income taxes, payroll and withholding taxes, unemployment taxes, and worker's compensation payments for its employees, and shall indemnify and hold the District harmless for all claims arising under such taxes and fees.

### C. General Indemnification

- a. TNTP agree to indemnify, hold harmless and defend the District, its agents, servants, volunteers, and employees from any and all claims, judgments, costs, and expenses, including but not limited to reasonable attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which the District, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of (i) the negligent actions of TNTP employees in furnishing Services in accordance with this contract (ii) the negligence of TNTP employees when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including the District's property, and injury or death of any person whether employed by TNTP, the District or otherwise. This indemnification does not cover any obligations, claims, penalties or other actions imposed upon the District by the Colorado State Board of Education, and does not include all or any portion of claim, demand, judgment, cost, expense and other damage incurred as a result of the District's actions and decisions taken prior to the Effective Date. **The parties understand that under Colorado law, except in very limited circumstances, a public entity cannot indemnify a private entity.** The District, and not TNTP, is responsible for all employment-related obligations, liabilities, and decisions that may relate to the implementation of the Services or results from the Services.

#### **D. Nondisclosure of Confidential Information**

Except as required by court order, order of the Colorado State Board of Education, or other legally governing authority, TNTP will not disclose to any third person or entity any records or writings of the District, its employees or students, regardless of the form, that are protected by state or federal law and that may come into TNTP's possession (the "Confidential Information"). The District authorizes TNTP to share aggregate, non-identifiable, data with Oak Foundation for the portion of the scope of work that is grant funded by the Oak Foundation.

TNTP shall ensure that it, its officers, employees and agents only use such Confidential Information in order to perform the Services, and shall not without the District's prior written consent disclose such Confidential Information to any third-party nor use it for any other purpose; provided, however, that TNTP shall have the right to disclose the District's name and the general nature of TNTP's work for the District in pitches and business proposals.

The above obligations of confidentiality shall not apply to the extent that TNTP can show that the relevant information:

- i) was at the time of receipt already in TNTP's possession;
- ii) is, or becomes in the future, public knowledge lawfully or through no fault or omission of TNTP;
- iii) was received from a third-party having the right to disclose it;
- iv) is required to be disclosed by law.

TNTP acknowledges that materials used to perform this Agreement are subject to the Colorado Open Records Act ("CORA"), Colo.Rev.Stat. §§24-72-201 et seq. The District shall use due care, to the fullest extent allowed by law, to protect the confidentiality of any information delivered by TNTP to the District and marked or otherwise identified by TNTP as a trade secret or business confidential information as those terms are defined or used in CORA (the "External Support Manager Confidential Information"). Notwithstanding the foregoing, if the District receives a written request under CORA for records that may include EMO Confidential Information, the District will give notice to TNTP within the time limits for response pursuant to CORA. The District shall not have any obligation to defend or initiate district court proceedings to prevent the disclosure of the EMO Confidential Information, but shall cooperate with TNTP should TNTP, at TNTP's sole discretion and at TNTP's sole expense, initiate any action consistent with the requirements of CORA to protect the EMO Confidential Information.

#### Data

The Parties agree that confidential or proprietary Data may be shared between the Parties and may only be used by the other Party for the purposes identified in Annex A. The District agrees to provide the requested data in a timely manner to ensure that project timelines are followed. The Parties agree to comply with all relevant federal, state, and local laws and regulations governing the privacy and security of personally identifiable information (including transmission of data), to the extent applicable.

The Parties agree that any disclosure of Confidential Information shall be made available only to its employees, officers, directors, financial and legal advisors, agents or representatives (Representatives) who need to know in order to further the purpose of the services addressed in this agreement and as required by law. The Parties further agree to inform its Representatives of the confidential nature of the Confidential Information and direct them to treat the Confidential Information in accordance with the terms of this Agreement. The Parties acknowledge that irreparable injury and damage may result from disclosure of the Confidential Information to unauthorized third parties or from utilization of the Confidential Information for purposes other than those connected with TNTP's Services. The Parties acknowledge that irreparable injury and damage may result from disclosure of the Confidential Information to unauthorized third parties or from utilization of the Confidential Information for purposes other than those connected with TNTP's Services.

The District recognizes and agrees that for purposes of the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g; 34 CFR Part 99 ("FERPA"), TNTP is considered a School Official with a legitimate educational interest, providing services that would otherwise be performed by the District, and under the control and direction of the District with respect to the education records. The District shall define the criteria for determining who constitutes a "school official" and what constitutes a "legitimate educational interest" as permitted by FERPA, broadly enough to permit the provision of the Services hereunder, and reasonably inform students or their parents of the same in accordance with 34 C.F.R. § 99.31. TNTP shall comply with all applicable provisions of the United States Family Educational Rights and Privacy Act, 20 U.S.C. 1232g, 34 CFR Part 99 (FERPA) in receiving and handling personally identifiable information from education records as a "school official" under FERPA.

Notwithstanding the above, District shall not provide or make available to TNTP any student's personally identifiable information from education records (for purposes of FERPA) unless: (i) District has obtained, with respect to each student's PII provided to TNTP, appropriate written consent to disclose such PII to TNTP, and authorization for TNTP to use such PII in connection with performing Services, and (ii) written notice identifying particular Data as PII. All personally identifiable information will be destroyed within 60 days of the termination of this agreement.

Separate from the parties' obligations with respect to student data, the District agrees not to send TNTP any data that can identify an individual ("Personal Data") unless otherwise mutually agreed that it is a requirement in order to effectuate TNTP's services under the Agreement. In such circumstances, the parties shall comply with the obligations imposed on us by applicable data privacy legislation and these paragraphs. In providing TNTP with Personal Data the District will be acting as the data controller and will confirm that District has complied with relevant laws and obtained all necessary consents for lawful processing, including in connection with any transfers of District's Personal Data.

#### **E. Equipment, Facilities, and Supplies.**

All educational equipment, facilities and supplies required for the performance of this Agreement shall be the property of, and maintained by, the District. The District shall procure, upon the recommendation of TNTP and in compliance with District purchasing policies unless waived by the Adams 14 Board, those articles of equipment as reasonably required to achieve the outcomes sought through the Services and which fall within the approved budget of the District. The procurement of all other equipment, facilities and supplies recommended by TNTP shall be subject to the Adams 14 Board's approval and appropriation of funds.

**Except for those expenses incurred directly by TNTP to perform the Services (as addressed in Section IV above), all expenses related to the provision of education at the District, including without limitation all instructional materials, building supplies and maintenance, transportation, social services performed by District staff, labor and other personnel costs of District staff, and all other expenses of any kind or nature associated with the delivery of educational activities, District management, and use of the facilities at the District shall be the sole responsibility of the District, subject to budgeting and appropriation by the Adams 14 Board, and under no circumstances shall such expenses be the financial responsibility of TNTP.**

#### **F. Non-Solicitation**

While this Agreement remains in full force and effect, the District shall not, without TNTP's prior written consent, hire, engage or solicit the employment or services of any person who is actively employed by or an independent contractor of TNTP except any independent contractor that had been engaged by the District prior to the Effective Date. The District acknowledges that the specialized nature of TNTP's proprietary information, trade secrets and other intellectual property are such that a breach of the foregoing covenant would necessarily and inevitably result in disclosure, misappropriation and/or misuse of such proprietary information, trade secrets and other intellectual property and, accordingly, the District acknowledges and agrees that such breach would impose unique and irreparable harm upon TNTP and that TNTP shall be entitled, in addition to its other rights and remedies, to seek, by injunction or decree of specific performance, satisfaction in full of the District's obligations hereunder.

#### **G. Risk**

Any analysis, projections, forecasts, or conclusions of TNTP may be issued in reliance on the accuracy of information provided by the District as well as near-term and long-term assumptions influenced by factors outside of TNTP's control and which may adversely impact the District. Changes in the District's financial health, as well as state, local, and global economic conditions, may impact the District, the accuracy of projections or the feasibility of the Services. Additional risks to the District include but are not limited to changes to demand, competition, regulatory changes, or events of disaster. TNTP shall not be liable to the District for impacts to the performance of the Services occasioned by the impact of such risks.

#### **H. Force Majeure**

Neither Party shall be liable to the other Party for any loss or damage of any kind or for any default or delay in the performance of its obligations under this Agreement (except for payment obligations) if and to the extent that the same is caused, directly or indirectly, by fire, flood, earthquake, elements of nature, epidemics, pandemics, quarantines, acts of God, acts of war, terrorism, civil unrest or political, religious, civil or economic strife or any other cause beyond a Party's reasonable control.

#### **I. Exclusion of Liability caused by Political or Regulatory Decisions**

It is the express Residual Authority of the District to implement the regulatory or political decisions or actions that are required by law or required to exercise the District's political authority and these decisions may adversely affect the District's operations. The District is solely responsible for political decisions and the District's response to regulatory challenges. TNTP cannot be held responsible for and cannot be held liable to the District for any loss, damage, or other adverse consequence that may result from any regulatory or political decision or action being rendered against TNTP's advice or support. The District will notify TNTP of any political decisions that may impact the work detailed in Annex A within 2 business days of the District receiving information of a political decision or action that may affect the terms of this Agreement.

#### **J. Governing Law and Venue**

This Agreement shall be governed by and construed and interpreted in accordance with the laws of the state of Colorado (irrespective of the choice of laws principles of the state of Colorado) as to all matters, including matters of validity, construction, effect, enforceability, performance and remedies. Venue for any dispute concerning the Agreement shall be exclusively in federal court located in Denver, Colorado or state court located in Adams County, Colorado.

#### **K. Dispute Resolution Procedure**

1. In the event of a dispute, controversy or claim by and between the District and TNTP arising out of or relating to this Agreement or matters related to this Agreement, the Parties will first attempt in good faith to resolve through negotiation any such dispute, controversy or claim. Either Party may initiate negotiations by providing written Notice in letter form to the other Party setting forth with particularity the subject of the dispute and the relief requested. The recipient of such Notice will respond in writing within five (5) business days with a statement with particularity of its position on, and recommended solution to, the dispute. If the dispute is not resolved by this exchange of correspondence, then senior management representatives of each Party will meet at a mutually agreeable time and place within fifteen (15) business days of the date of the initial notice in order to exchange relevant information and perspectives and to attempt to resolve the dispute. If the dispute is not resolved by these negotiations, the matter may be submitted to the Judicial Arbitrator Group in Denver, Colorado or other mutually agreeable independent mediation service. Any mediation shall take place in Denver, Colorado, unless agreed otherwise. The Parties understand that none of the above offers made on behalf of the District during meditation can be binding as the District is governed by the Adams 14 Board, which is subject to Colorado's Open Meetings Act, Colo.Rev.Stat. §§ 24-6-101

et seq. Therefore, the Parties understand that should any settlement offers be made, such offers are made subject to the consideration and possible approval or disapproval by the Adams 14 Board at a public meeting. Except as provided here, no civil action with respect to any dispute, controversy or claim arising out of or relating to this Agreement may be commenced until the matter has been addressed by the negotiation discussed above in this paragraph. Either Party may propose mediation by providing to the other Party a written Notice with request for mediation, setting forth the subject of the dispute and the relief requested. Provided the Parties agree to mediate, they will cooperate in selecting a mediator and in scheduling the mediation proceedings. The Parties will participate in the mediation in good faith and will share equally in its costs. To the full extent allowed by law, all offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by either of the Parties, their agents, employees, experts or attorneys, or by the mediator, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the Parties; provided, however, that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in mediation. Mediation may proceed after the commencement of a civil action, if the Parties so desire or if ordered by a court of competent jurisdiction. The provisions of this clause may be enforced in court. In addition, should the dispute under this Agreement involve the failure to pay fees and/or disbursements under Section IV hereof, and the matter proceeds to litigation, the substantially prevailing Party in such litigation shall be entitled to recover from the non-prevailing Party all of the prevailing Party's costs of such litigation including a reasonable attorneys fee, as determined by the presiding court.

2. As required by the Order, the parties acknowledge that for those actions requiring formal actions by the Adams 14 Board, the Adams 14 Board shall give appropriate consideration to the recommendations of TNTP. If the Adams 14 Board, pursuant to its local control authority and fiduciary responsibilities, rejects a recommendation of TNTP and the issue is not resolved by the negotiation process discussed above, then the Adams 14 Board shall issue a reasoned, written explanation for its action in the form of a board resolution and shall provide the Colorado Department of Education ("CDE") a copy of the resolution within 14 calendar days of the issuance of the action. In the event the Parties are able to resolve the issue that was the subject of the recommendation and rejection through negotiation, the District shall promptly report the resolution to the CDE.

#### **L. Limitation of Liability**

Notwithstanding anything else herein to the contrary, both Parties mutually and forever waive the right to recover any consequential, incidental, indirect, special or punitive damages, including, without limitation, loss of future revenue, income or profits, in any legal proceeding(s) arising out of or relating to this Agreement. This waiver shall apply to legal actions sounding in both contract and tort and shall apply whether or not the possibility of such damages has been disclosed in advance or could have been reasonably foreseen. This provision shall not be interpreted to mean that, absent this provision, either Party would have the right to recover any such damages.

#### **M. Undocumented Workers**

TNTP certifies that it shall comply with the provisions of Colo.Rev.Stat. § 8-17.5-101 et seq. TNTP shall not knowingly (i) employ or contract with an undocumented worker to perform work under this Agreement, (ii) enter into a contract with a subcontractor that knowingly employs or contracts with an undocumented worker to perform work under this Agreement, or (iii) enter into a contract with a subcontractor that fails to contain a certification to TNTP that the subcontractor shall not knowingly employ or contract with a subcontractor that fails to contain a certification to TNTP that the subcontractor shall not knowingly employ or contract with an undocumented worker to perform work under this Agreement.

#### **N. Compliance with Law and District Policy**

The Parties shall abide by all laws, ordinances, rules, regulations, and orders of all governmental agencies or authorities having jurisdiction over the Services, including, without limitation, laws applicable to discrimination and unfair employment practices. TNTP shall abide by all applicable District policies and procedures, including without limitation, those related to the prohibited use and/or possession of alcohol, tobacco or firearms on District grounds. TNTP shall at all times strictly enforce this prohibition among its own employees, agents or subcontractors and their employees, agents or subcontractors. The safety and health of all TNTP employees and agents brought on District property are the sole responsibility of TNTP.

The Parties may mutually agree to permit in-person, work-site visits under certain circumstances. In deciding to permit in-person, work-site visits, the Parties will take into account CDC guidance, state and local regulations and guidance, the school and district's health and safety COVID-19 response plan and the internal policies of both the District and TNTP. The parties must mutually agree that in-person work-site visits are essential and cannot be done virtually. If the parties agree to work-site visits, school staff will be instructed to follow all school district and TNTP COVID-related health and safety procedures. TNTP reserves the right to discontinue work-site visits at any time if TNTP determines that cessation of work-site visits is necessary to protect the health and safety of its personnel.

#### **O. Assignment**

Neither Party may assign any of its rights or delegate any of its duties or obligations under this Agreement without the express written consent of the other Party. Notwithstanding the foregoing, TNTP, or its permitted successive assignees or transferees, may assign or transfer this Agreement or delegate any rights or obligations hereunder without consent: (i) to any entity controlled by, or under common control with TNTP, or its permitted successive assignees or transferees; or (ii) to any entity created pursuant to a merger, transfer, sale of assets or change of control or ownership of TNTP, or its successors or transferees, as long as approved by the District's Board; such approval shall not be unreasonably withheld.

#### **P. Partial Invalidity**

In the event that any provision of this Agreement shall be declared illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such



illegal or invalid provision shall be fully severable and this Agreement shall be interpreted and enforced as if such illegal or invalid provision had never been included herein.

## **Q. Notices**

All notices required or permitted to be given pursuant to this Agreement (“Notices”) shall be deemed given if and when personally delivered; delivered by email, with receipt confirmed; or delivered by courier or by overnight mail delivery, in writing to the Party or its designated agent or representative at the address stated in this paragraph or at another address designated by the Party.

TNTP, Inc.  
500 7<sup>th</sup> Avenue, 8<sup>th</sup> Floor  
New York, NY 10018

If to the District:  
Adams County School District 14  
5291 East 60th Avenue Commerce City, CO 80022  
Attention: Monica Aviña Executive Assistant to the Superintendent and Board of  
Education  
Email: [meavina@adams14.org](mailto:meavina@adams14.org)

## **R. Counterparts and Execution**

This Agreement and any Annexes may be executed in counterparts, each of which when so executed shall be deemed an original and all of which together shall constitute one and the same instrument. The counterparts of this Agreement may be executed by electronic signature and delivered by facsimile, scanned signature, or other electronic means by any of the Parties to any other Party and the receiving Party may rely on the receipt of this Agreement so executed and delivered as if the original had been received.

## **S. Survival**

Sections VI (Intellectual Property), IX.C. (Indemnification), IX.D. (Nondisclosure), IX.F (Non-Solicitation), IX.K. (Dispute Resolution), IX.L. (Limitation of Liability), IX.Q. (Notices), IX. U. (Debarment) and IX.X. (Immunities) of this Agreement and the payment obligations described in the Annex(es), subject to Section VIII (Term and Termination), shall continue notwithstanding the termination or expiration of the Agreement or any Annex(es).

## **T. No Third-Party Beneficiaries**

It is expressly understood and agreed that the enforcement of all terms and conditions of this Agreement and all rights and actions relating thereto shall be strictly reserved to the Parties, and nothing herein shall give or allow any claim or right of action to or by any other person or third person to this Agreement.

## **U. Debarment**

TNTP represents and warrants that it is not (i) currently excluded, debarred, or otherwise ineligible to participate in any federal programs by application of any law, rule or regulation of the U.S. General Services Administration; (ii) convicted of a criminal offense related to the provision of items or services to the Federal Government but have not yet been excluded, debarred or otherwise declared ineligible to participate in any such federal programs, or (iii) under investigation or are otherwise aware of any circumstances which may result in exclusion from such participation. This shall be an ongoing representation and warranty during the term of this Agreement and the parties shall immediately notify each other of any change in status of the representation and warranty set forth in this section. Any breach of this paragraph shall give the non-offending party the right to immediately terminate this Agreement for cause.

## **V. Appropriation**

Nothing herein shall constitute a multiple fiscal year obligation pursuant to Colorado Constitution Article X, Section 20. Notwithstanding any other provision of this Agreement, the financial obligations of the District under this Agreement are subject to annual appropriation by the governing body of the District. The District represents that it has appropriated sufficient funds to perform this Agreement in accordance with the terms of the applicable Annexes through June 30, 2023.

## **W. Entire Agreement**

This Agreement and attached Annex(es) constitute the entire and only agreement between the Parties respecting the subject matter hereof. Each Party acknowledges that in entering into this Agreement it has not relied on any representation or undertaking, whether oral or in writing, save such as are expressly incorporated herein. Further, this Agreement may be changed or varied only by a written agreement signed by the Parties. Any purchase order provided by the District will be limited by, and subject to, the terms and conditions of this Agreement. Additional or contrary terms, whether in the form of a purchase order, invoice, acknowledgement, confirmation or otherwise, will be inapplicable, and the terms of this Agreement will control in the event of any conflict between such terms and this Agreement.

## **X. Immunities**

The District retains all of its rights, immunities, and protections provided under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq. For their acts as the authorized agent of the District under the terms of this Agreement, these rights, immunities, and protections shall extend to TNTP and its employees, agents and subcontractors for their performance of the Services to the greatest extent allowed by law.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

AGREED TO AND ACCEPTED:

TNTP \_\_\_\_\_

By:

Its:

Date:

ADAMS COUNTY SCHOOL DISTRICT 14 \_\_\_\_\_

By:

Its:

Date

**ANNEX NO. 1**  
**TO AGREEMENT DATED AS OF \_\_\_\_\_**

This Annex No. 1 (this “Annex”) to the Agreement (the “Agreement”) by and between TNTP, Inc. (“TNTP”), and Adams County School District 14 (the "District“), is created in furtherance of the Parties’ Agreement and sets forth the Parties' understanding pursuant to which TNTP shall provide the Services to the District.

Any and all identified goals and timelines will remain fluid and are subject to change based on evolving circumstances.

**A. Domain 1: Leadership for Rapid School Improvement**

TNTP will provide the following services across Domain 1:

- Develop a cohesive and aligned vision and approach for leader development and coaching.
- Align and organize leadership support providers.
- Co-design of strategic plan.
- Provide side-by-side implementation work with principal managers and/or other support providers.
- Direct coaching of leaders aligned to instructional priorities.
- Provide additional intensive support to specific schools as needed.

**Deliverable 01:** TNTP shall facilitate a data and root cause analysis process that leads to a comprehensive needs assessment and strategy report and identifies top improvement priorities, key performance indicators and metrics, action steps and timelines to address root causes, along with tailored supports aligned to the root causes and recommendations

**Deliverable 02:** TNTP shall develop, offer, and evaluate high quality, culturally appropriate, responsive professional learning opportunities using evidenced-based adult learning principles, designed to build capacity needed for leaders to support rapid and sustainable school improvement, aligned and supportive of the District’s previous work.

**Deliverable 03:** TNTP shall plan and deliver targeted opportunities for job-embedded learning and coaching for school leaders

**Domain 2: Talent Management**

- TNTP will provide the following services across Domain 2:
- Advise on talent systems and structures.
- Conduct talent landscape analysis of current Human Resources policies and practices.
- Develop, update, and/or enhance talent practices and policies.

- Build capacity to implement an updated approach to recruitment, selection, and retention as well as ongoing talent management practices.
- Develop necessary HR data systems
  - Directly execute on key Human Resources priorities (ie teacher recruitment) as needed.

**Deliverable 01:** TNTP shall conduct a talent landscape analysis as part of the broader root cause analysis and will report out on areas for improvement and key priorities to improve talent practices.

**Deliverable 02:** In collaboration with District leaders, TNTP will plan and execute on identified talent priorities, including the revision of policies and practices, developing or modifying systems, etc.

**Deliverable 03:** TNTP shall lead efforts around recruitment and selection of staff in collaboration with District and school leaders.

### **Domain 3: Instructional Transformation**

TNTP will provide the following services across Domain 3:

- Ensure coherence across instructional structures, resources, and materials, which includes, but is not limited to:
  - Diagnose academics and instruction and develop priorities as part of the strategic planning process.

<<bullet>> Develop professional learning sequence and implementation plan, which includes, but is not limited to:

- Support department leaders to develop and/or enhance instructional systems and implementation (ie Professional Learning Communities, assessments, coaching, lesson prep, materials selection, Special Education, multilingual strategy, etc).

<<bullet>> Directly lead a subset of professional learning with teachers, leaders, and district staff.

- Directly lead professional learning to improve support for specific student subgroups.
- Provide additional instructional support to school sites as needed.

**Deliverable 01:** TNTP shall develop, offer, and evaluate high quality, culturally appropriate, responsive professional learning opportunities using evidenced-based adult learning principles,

designed to build capacity needed for teachers and other instructional staff to support rapid and sustainable school improvement, aligned and supportive of the District's previous work.

**Deliverable 02:** On an ongoing basis, TNTP, in collaboration with the District, shall have a plan to diagnose student learning needs to drive all instructional decisions and evaluate their effectiveness in meeting the needs of prioritized students.

**Deliverable 03:** On an ongoing basis, TNTP, in collaboration with the District, shall align all instructional priorities, structures, staffing models, and supports to ensure teachers and leaders are able to prioritize instruction aligned to student needs.

**Deliverable 04:** On an ongoing basis, TNTP, in collaboration with the District, shall incorporate and align student supports and interventions across the District and across individual schools.

**Deliverable 05:** TNTP shall make recommendations and provide support around the selection and usage of instructional materials.

#### **Domain 4: Culture & Climate Shift**

TNTP will provide the following services across Domain 4:

- Support community engagement strategy as part of the strategic planning process.
- Develop internal and external communication strategies related to progress reporting.
  - Build capacity as needed to embed authentic community engagement into other support areas
- Develop progress updates and related communications.
- Provide additional engagement support for specific school sites as needed.

**Deliverable 01:** TNTP shall, as part of the comprehensive needs assessment and root cause analysis, develop and implement a plan for community engagement and ensure that community voice and perspective is reflected in the plan.

**Deliverable 02:** TNTP shall assess the current approach to community and family engagement across the District and individual schools, and will develop tailored professional learning experiences aligned to the identified areas of need.

**Deliverable 03:** TNTP shall develop quarterly progress updates to be shared with internal and external stakeholders.

#### **Additional Support: Equity and Efficiency**

TNTP will provide the following services:

- Diagnose and analyze subgroup data.
- Co-design inequity-prevention strategies.

- Build leadership capacity to implement equitable practices.
- Operationalize equity within and across departments and schools.
- Support/coach staff around equitable practices.
- Ongoing progress monitoring.

In addition to the services, supports, and Year 1 deliverables described above, TNTP will also play a key role in ongoing progress monitoring and communication with various stakeholder groups. This work will likely include the following additional deliverables:

- Multiple site visits per month with schools (e.g. site leaders, principals, instructional coaches)
- Monthly site visits with TNTP and district leaders to align on progress towards our shared vision of instructional excellence.
- Quarterly progress data collection on key priority areas which could include:

### **Student Outcome Data:**

Student learning outcomes, CMAS, interim assessments:

- **Student assignment and task analyses:** Student work analysis to measure the rigor of the task (student access to grade-level materials).
- **Leader growth:** Impact on teacher effectiveness and demonstration of key leadership skills.
- **Teacher growth:** Collecting data on classroom observations and review of strong instructional practices.
- **Teacher and student feedback:** Insight survey of instructional culture; student survey data.

Creating a communications plan to provide updates to key stakeholders on the progress of this partnership including but not limited to:

- Developing quarterly reports to the board with progress updates on the key priority areas stated in the strategic plan with an option to deliver the findings of the report at a board meeting as needed.
- Developing external quarterly updates on the progress we've made on the plan (ex. Family and community newsletters).
- Partnering with district and site leaders to provide updates (e.g. state of the schools) to staff and student community.
- Evaluating and communicating progress to goal/benchmarks set based on data collected in learning walks with the district.
- Ongoing formal and informal communication as it relates to changes to the strategic plan based on student data and progress monitoring.

AGREED TO AND ACCEPTED: TNTP, Inc.

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By:

Its:

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Date: \_\_\_\_\_

ADAMS COUNTY SCHOOL DISTRICT 14

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By:

Its: \_\_\_\_\_

Date: \_\_\_\_\_