

MINERAL COUNTY SCHOOL DISTRICT  
751 A. STREET  
Hawthorne, Nevada 89415  
SPECIAL BOARD OF TRUSTEES MEETING  
*Wednesday, June 28, 2023*

LOCATION OF MEETING: **Arlo K. Funk Building**  
**751 A Street**  
**Hawthorne, NV 89415**

*I would like to acknowledge that this meeting is being held on traditional lands of the Paiute People, and pay our respect to elders both past and present.*

Please Note: The Board reserves the right: (1) to take agenda items in a different order, (2) to combine two or more agenda items for consideration, and (3) to remove an item from the agenda or delay discussion relating to an item on the agenda at any time, in order to accomplish the business on the Agenda in the most efficient manner.

**CALL TO ORDER: 5:30 PM**

1. Certification of Public Notice, Roll Call, and Pledge of Allegiance
2. Approval of a flexible agenda. (For Possible Action)

**ACTION ITEMS: (FOR POSSIBLE ACTION)**

There will be an opportunity for public comment on each **Action Item** following Board discussion on the item and before the Board makes a motion on the item. You may request to speak by raising your hand during the Public Comment period or by completing a **Request to Address the MCSD Board** form prior to the Public Comment period. Those who submit the form will normally be called on first. Speaking time will be limited to a maximum of 3 minutes. The President may allow additional time to a given speaker as time allows and in his/her discretion.

1. **Recommendation:** Discussion and Possible Action to approve the TNPT Proposal for Implementation and Support of the District Strategic Plan  
**Budget Consideration: \$439,999.00 AB495 Grant Funded**
2. **Recommendation:** Discussion and Possible Action to approve the TNTP Proposal for refining and revision of the Continuous Improvement Plan (CIP) of the Schurz Elementary and Hawthorne Junior High School.  
**Budget Consideration: \$74,811.00 1003a Grant Funded**
3. **Recommendation:** Discussion and possible Action to approve Superintendent Stephanie Keuhey's contract.
4. **Recommendation:** Discussion and Possible Action relative to accepting the combined evaluation of Superintendent Stephanie Keuhey for the school year 2022/2023 and possible action including, but not limited to, termination, suspension, demotion, reduction in pay, reprimand, endorsement, engagement, retention, or 'no action'.

**GENERAL PUBLIC COMMENT:**

It is the School Board's intention to listen and be responsive to the public's concerns. Comments from the public regarding topics not on the agenda are invited at this time. You may request to speak by raising your hand during the General Public comment period or by completing a Request to Address the MCSD Board form prior to the General Public Comment period. The Board may discuss items that are introduced, however, by law, the Board cannot take any action, reach a consensus or hear personal attacks at this time. Those who submit the form will normally be called on first. Speaking time will be limited to a maximum of 3 minutes. The President may allow additional time to a given speaker as time allows and in his/her discretion.

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**ADJOURNMENT:**

The Agenda of this meeting has been posted at the following locations: 1) Administration Office, 2) Hawthorne Post Office, 3) Mineral County Independent News Office, 4) Schurz Post Office, 5) Mina Post Office, 6) County Courthouse 7) School Offices. Mineral County School District is pleased to provide accommodations for individuals with disabilities. If you have a disability, please let us know, and we will provide assistance or accommodate you in any way that we possibly can. Copies of agenda and supporting material may be picked up at the Mineral County School District Arlo K. Funk District Services Center, 751 A. Street, Hawthorne, Nevada, or by contacting Crystal Sasser at (775) 945-2403, prior to the scheduled meeting.

**ACTION**

**ITEM #1**

**THIS SERVICES AGREEMENT** (this "**Agreement**") is made by and between TNTP, Inc., a Delaware nonprofit corporation organized and operated exclusively for charitable and educational purposes and qualifies for exemption from federal income taxation as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "**Code**"), and is further classified as a public charity within the meaning of Section 509(a)(1) of the Code, with its principal office at 500 7th Avenue, 8th Floor, New York, New York 10018 ("**TNTP**"), and **Mineral County School District**, with its principal office at 751 A Street, Hawthorne, NV 89415 (the "**Client**"). This Agreement shall be effective as of the later of the dates beneath the parties' signatures below (the "**Effective Date**"). This Agreement consists of the following terms, as well as the Scope of Services in the attached Schedule A.

**STATEMENT OF PURPOSE:** The Client wants to engage TNTP to provide school support as detailed in this Agreement.

### **Section 1. Term and Services.**

For the period commencing on the Effective Date until **June 1, 2024** (the "**Term**"), TNTP agrees to provide services for the Client as specified in the services stated in Schedule A ("**TNTP's Services**," "**Scope of Services**," or "**Services**"). The Services may include the provision of documentation, reports, analysis, and other content ("**Deliverables**"). TNTP's Services will be considered accepted upon the Effective Date or upon commencement of the Services at Client's direction following Client's instructions to commence Services under the Proposal. TNTP will use its reasonable efforts to achieve the deadlines for Services, if any, set forth in any timetable and/or dates for delivery contained in Schedule A. TNTP may, upon written notice to Client, subcontract any portion of the Services in its sole discretion.

### **Section 2. TNTP and Client Responsibilities.**

a. Client will cooperate with TNTP to facilitate the performance of TNTP's Services. If necessary to facilitate TNTP's provision of the Services, Client will provide TNTP with access (which may be in-person or remote via virtual means such as teleconference and videoconference, as agreed upon by the parties) to Client personnel, classrooms, meeting spaces, buildings, and background check processes as needed for TNTP's Services. If applicable, the Services may require student and/or staff/leader/teacher surveys, data collection and analysis, focus groups, student work samples and video recordings of classroom activities, and all these activities will be done in compliance with this Agreement.

b. Client, 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.

c. TNTP and Client may mutually agree to permit in-person, essential work-site visits under certain circumstances. In deciding to permit in-person, essential work-site visits, TNTP and Client will take into account CDC guidance, state and local regulations and guidance, the school and district's health and safety plan related to pandemics or infectious disease, and the internal policies of both Client and TNTP. If the parties agree to work-site visits, school staff will be instructed to follow all school district and TNTP health and safety procedures. Client releases TNTP from any liability related to pandemic or infectious disease-related transmission from in-person work-site visits. 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.

### **Section 3. Representations and Warranties; Disclaimer.**

Each party represents and warrants 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. Maintains adequate and appropriate insurance, including comprehensive general liability, professional liability, and workers' compensation insurance, to cover activities under this Agreement;
- c. Will comply in all material respects with all applicable federal, state, and local laws, ordinances, codes, and regulations in connection with its performance under this Agreement; and
- d. Is not subject to and will not enter into any agreement or arrangements which preclude compliance with the provisions of this Agreement.

**Disclaimer of Warranties.** EXCEPT AS PROVIDED IMMEDIATELY ABOVE, THE SERVICES, DELIVERABLES AND TNTP THIRD PARTY MATERIALS ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. TNTP DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

**Section 4. Payment and Invoicing.**

The Client shall pay a flat fee to TNTP in the amount of **\$439,999** for TNTP's Services (the "Client Fee"). TNTP shall invoice the Client for the Client Fee according to the following schedule:

Invoice Date	Invoice Amount
September 20, 2023	\$153,527
December 20, 2023	\$95,491
March 20, 2024	\$95,491
May 20, 2024	\$95,491
<b>Total</b>	<b>\$439,999.00</b>

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 thirty (30) days of Client's receipt of the invoice, without regard to any delay for purchase order or invoice reference. Client will validate any changes to ACH or wire payments by contacting TNTP at [ar@tntp.org](mailto:ar@tntp.org). After thirty (30) days, interest may be charged at a rate of one percent (1%) per month. Client agrees to provide, for inclusion in each Scope of Services, 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 Client. Once resolved, Client will promptly pay any disputed amounts to TNTP without the need for TNTP to issue an additional invoice.

Financial Contacts:

**For TNTP:** TNTP Accounts Receivable  
ar@tntp.org

**For Client:** \_\_\_\_\_ (Financial Contact Name)  
 \_\_\_\_\_ (Title)  
 \_\_\_\_\_ (Email Address)  
*(TNTP will direct invoices to this address)*

**Section 5. Independent Contractor.**

TNTP's relationship to the Client is that of an independent contractor and nothing herein will be construed as creating an employer/employee relationship, partnership, joint venture, or other business group or concerted action. TNTP will determine the method, details, and means of performing the Services. TNTP may represent, perform services for, and

contract with other additional clients, persons, or companies as TNTP, in its sole discretion, sees fit, provided those services do not pose a conflict of interest with the services performed to Client.

## **Section 6. Termination; Survival.**

If at any time either of the parties believes that the other party has materially breached its obligations under this Agreement, written notice shall be given by the party alleging breach 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 has not been cured to the reasonable satisfaction of the party providing the written notice, but reasonable attempts to cure (as determined by the party providing written notice of asserted breach) have been made 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 has not 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 time and expenses incurred in rendering the Services pursuant to this Agreement prior to the effective date of such termination.

Sections 3 (Representations and Warranties; Disclaimer), 4 (Payment and Invoicing), 6 (Termination; Survival), 7 (Indemnification, Exclusion of Certain Damages, Limitation of Liability, Subpoenas, and Insurance Coverage), 8 (Intellectual Property Rights (IRPs)), 9 (Promotional Materials and Publicity), 10 (Data), 11 (Confidentiality) and 12 (Miscellaneous), and terms of Schedule A that expressly survive termination, will survive expiration or termination of this Agreement.

## **Section 7. Indemnification, Exclusion of Certain Damages, Limitation of Liability, Insurance and Subpoenas.**

**7.1 Indemnification.** To the extent permitted by applicable law, each party agrees to defend and indemnify the other party, their subsidiaries and affiliates, and hold them harmless from any and all unaffiliated third party claims ("**Claims**"), losses, damages, penalties, costs, and expenses, including without limitation, settlement costs and any legal, accounting and other expenses for investigation or defending any actions or threatened actions (collectively, "**Losses**") to the extent such Claims were caused by (a) the intentional misconduct of a party, or any of their employees or agents, or (b) any untruth, inaccuracy, fraud or material omission in any representation or warranty made by a party. In addition, Client will defend, indemnify, and hold harmless TNTP from and against any Claims arising from employment decisions made by Client related to the Services provided by TNTP. The party seeking indemnification shall provide the indemnifying party with prompt written notice of any Claim(s) and give complete control of the defense and settlement of the indemnifying party, and shall cooperate with the indemnifying party, its insurance company, and its legal counsel in its defense of such Claim(s). This indemnity shall not cover any Claim in which there is a failure to give the indemnifying party prompt notice to the extent such lack of notice materially prejudices the defense of the Claim.

**7.2 Exclusion of Certain Damages.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL TNTP BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR SPECIAL DAMAGES WHATSOEVER, ARISING OUT OF OR THAT RELATE IN ANY WAY TO THIS AGREEMENT OR ITS PERFORMANCE. THIS EXCLUSION WILL APPLY REGARDLESS OF THE LEGAL THEORY UPON WHICH ANY CLAIM FOR SUCH DAMAGES IS BASED, WHETHER TNTP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER SUCH DAMAGES WERE REASONABLY FORESEEABLE, OR WHETHER APPLICATION OF THE EXCLUSION CAUSES ANY REMEDY TO FAIL OF ITS ESSENTIAL PURPOSE. THE FOREGOING EXCLUSION DOES NOT APPLY TO CLAIMS RELATED TO TNTP'S FRAUD OR INTENTIONAL MISCONDUCT.

**7.3 Limitation of Liability.** NOTWITHSTANDING ANY DAMAGES THAT CLIENT MIGHT INCUR UNDER THIS AGREEMENT FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DIRECT DAMAGES), TNTP'S ENTIRE LIABILITY UNDER THIS AGREEMENT AND CLIENT'S EXCLUSIVE REMEDY UNDER THIS AGREEMENT WILL BE LIMITED TO THE CLIENT FEES PAID TO TNTP IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM. THE FOREGOING LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

**7.4 Subpoenas.** If TNTP is requested by Client or required by subpoena or similar legal process to produce TNTP's materials or personnel with respect to an engagement for Client, provided that TNTP is not a party to the proceeding, Client will reimburse TNTP for its professional time and reasonable out-of-pocket expenses, including the reasonable fees and out-of-pocket expenses of TNTP's outside counsel incurred in responding to such a request.

**7.5 Insurance Coverage.** TNTP will, at its sole expense, maintain comprehensive general liability insurance with policy limits of not less than \$1,000,000, and provide to the Client upon request a certificate of insurance evidencing such coverage.

## **Section 8. Intellectual Property Rights (IPR).**

### **8.1 Ownership by TNTP.**

a. **TNTP IPR.** Client acknowledges and agrees that as between Client and TNTP, TNTP is and will remain the sole and exclusive worldwide owner of all TNTP IPR. For purposes of this Agreement, "**TNTP IPR**" means all patents, copyrights, trademarks, services marks, designs, logos, trade secrets, publicity, privacy or moral rights, and any other intellectual property or proprietary rights arising at any time under the applicable law of any jurisdiction anywhere in the world that subsists in, without limitation, the following: all technology, frameworks, processes, systems, methodologies, analytical tools, industry data and insights, layouts, TNTP Confidential Information (defined below), TNTP tools, TNTP's Video Library, Learning Portal, Insight, Academic Scorecard and online platforms that TNTP owns or to which TNTP has a license; and any improvements, derivatives or modifications to any of the foregoing, TNTP owns all TNTP IPR in existence prior to or developed independently of this Agreement.

b. **Work Product.** Client acknowledges and agrees that all intellectual property rights in any work created, produced or developed by TNTP, whether alone or jointly with others, in the course of providing the Services under this Agreement ("**Work Product**"), shall immediately upon creation or performance vest in and shall remain the sole and exclusive property of TNTP, and Client shall acquire no right, title or interest in and to the same, except for the limited license rights expressly granted under this Agreement.

c. **Reservation of Rights.** Client agrees that no TNTP IPR or Work Product will be shared, licensed, or sold by Client to any other person or entity under any circumstances without the prior written consent of TNTP, except for the limited license rights expressly granted under this Agreement.

d. **Third Party Materials.** As part of the Services: (i) TNTP may provide Client access to third party materials ("TNTP Third Party Materials") or (ii) Client may provide third party materials to TNTP to use in providing the Services ("Client Third Party Materials"). Client acknowledges that such access and/or use of TNTP Third Party Materials is at Client's sole risk. TNTP makes no representation or warranty or assumes any liability, with respect to any such **TNTP Third Party Materials**. TNTP does not endorse or approve any TNTP Third Party Materials. If Client provides any Client Third Party Materials to TNTP, Client represents and warrants that Client has obtained all rights necessary for TNTP to use the Client Third Party Materials to deliver the Services pursuant to this Agreement.

**8.2 License to Work Product.** Subject to Client's payment in full to TNTP for the Services, TNTP grants Client the following limited, revocable, non-commercial, non-exclusive, non-transferable, non-sublicensable license, to use the Work Product provided as part of the Scope of Services and any TNTP IPR that is necessarily included in Work Product, solely for Client's own internal business operations, trainings, and analysis in connection with the Scope of Services. Client agrees not to disclose the Work Product or any TNTP IPR included therein to any third party except as otherwise permitted under this Agreement

**8.3 Trademarks.** Client acknowledges that TNTP owns the TNTP name, flame logo, and the tagline Reimagine Teaching (collectively the "**Marks**"). TNTP grants Client a limited, non-exclusive, non-transferrable, revocable license to use the Marks, without the right to grant sublicenses, for the specific purpose of the marketing and promotion for these specific Services, if applicable, and in accordance with Schedule A. Any use of the Marks beyond the scope permitted in this Agreement shall

be (a) subject to the prior written approval by TNTP, (b) consistent with the terms of this Agreement, and (c) used for the sole purpose of the Project, TNTP's Services and work with Client. The Marks may not be altered or modified in any way unless approved in writing by TNTP. Client will immediately cease using the Marks upon the earlier of TNTP's request, the termination of this Agreement, or the completion of the Services. Client shall not attempt to register the Marks and will cooperate with TNTP protecting and defending them.

### **Section 9. Promotional Materials and Publicity.**

Subject to the terms of this Agreement, Client and TNTP agree that either party may use descriptions of the Services performed by TNTP in promotional materials, including bid applications and client lists, and that TNTP may explicitly identify Client as a client of TNTP.

### **Section 10. Data.**

**10.1 Use of Data.** If required by the Scope of Services, Client 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 Client'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 parties agree that Data may be shared between the parties and may only be used by the parties for the purposes identified in this Agreement, including Schedule A, and in a manner consistent with the terms outlined in this Agreement. 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.

For the purposes of this Agreement and pursuant to the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, 34 CFR Part 99, a "school official" is a contractor that: (1) performs an institutional service or function for which the agency or institution would otherwise use employees; (2) is under the direct control of the agency or institution with respect to the use and maintenance of education records; and (3) is subject to CFR §99.33(a) governing the use and re-disclosure of personally identifiable information from student records. Client recognizes and agrees that for purposes of FERPA, Client will designate TNTP to act in a "school official" role for the purposes outlined in the Scope of Services. Pursuant to this Agreement, TNTP is considered a school official with a legitimate educational interest, providing services that would otherwise be performed by Client, and under the control and direction of Client with respect to the education records. TNTP shall not disclose any information that would be considered "Personally Identifiable Information" (as such term is defined in FERPA) unless either the disclosure would be permissible under 34 C.F.R. § 99.31 or TNTP has obtained appropriate written consent to the disclosure.

Notwithstanding the above, Client shall not provide or make available to TNTP any student's Personally Identifiable Information from education records (for purposes of FERPA) unless: (i) Client has obtained, with respect to each student's Personally Identifiable Information provided to TNTP, appropriate written consent to disclose such Personally Identifiable Information to TNTP, and authorization for TNTP to use such Personally Identifiable Information in connection with performing the Services, and (ii) written notice identifying particular Student Data as Personally Identifiable Information.

All Personally Identifiable Information will be destroyed within sixty (60) days of the termination of this Agreement. In furtherance of the Services, TNTP may use video, sound, or other recordings ("**Recordings**") of any of TNTP's Services in its sole discretion and for its legitimate business purposes in perpetuity so long as the recording is made pursuant to all applicable laws relating to confidentiality and protected information.

Separate from the parties' obligations with respect to Student Data, Client agrees not to send TNTP any data that can identify an individual ("**Personal Data**") unless the parties otherwise mutually agree that it is a requirement in order to effectuate the provision of TNTP's Services under this Agreement. In such circumstances, the parties shall comply with the obligations



imposed by applicable data privacy legislation and this Agreement. In providing TNTP with Personal Data, Client will be acting as the data controller and will confirm that Client has complied with applicable law and obtained all necessary consents for lawful processing, including in connection with any transfer of Client's Personal Data.

Client agrees to secure any consents from teachers, staff, students, families, or parents/guardians that are required by all applicable laws, including but not limited to FERPA, for TNTP's use of the Data, Recordings, or 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.

**10.2 Ownership by the Client.** As between Client and TNTP, and except as otherwise provided in this Agreement, Client owns all Data. Client agrees that TNTP, subject to applicable law, may use Data to perform its obligations hereunder.

**10.3 License to TNTP.** Client grants TNTP a worldwide, non-exclusive, 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 Data in de-identified and/or aggregated form. The Client agrees that TNTP may use any de-identified Data and metrics regarding the Client's business that are provided to TNTP by the Client, or which are otherwise collected by TNTP during the course of providing the Services. TNTP may identify the Client as the source from which the Data originated if it complies with the other terms in this Agreement. Client agrees that TNTP may use de-identified and/or aggregated Data for its business purposes, including, without limitation, for purposes of publication, research, evaluation, and presentation by TNTP.

**10.4 Client Partners.** If necessary to support TNTP's Services, Client grants TNTP permission to share the de-identified Data with third party researchers, evaluators, partners, and funders.

## **Section 11. Confidentiality.**

Each party agrees that it shall neither disclose any confidential information of the other party to third parties nor use any confidential information of the other party in any manner other than as contemplated by the Agreement. "**Confidential Information**" is any information marked confidential by a party or information that by its nature or the context of its disclosure ought to be treated as confidential information (including without limitation the terms of Agreement). The following types of information, however marked or designated, are not Confidential Information: (a) information that is, or becomes, lawfully and publicly available without a breach of this Section; (b) information that was lawfully known to the recipient of the information without an obligation to keep it confidential; (c) information that is received from another source who can disclose it lawfully and without an obligation to keep it confidential; or (d) information that is independently developed. 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 applicable 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.

## **Section 12. Miscellaneous.**

a. The Services are limited to those specifically described in the Agreement and Scope of Services and do not under any circumstances constitute accounting, audit, or tax related assistance or advice, investment advice, legal advice, or services (including as to the manner, if any, in which Client may lawfully implement any advice provided by TNTP), expert witness services.

- b. If in any event any provision of this Agreement is held by a court to be unenforceable as written, that provision will be reformed so as to give effect to the intentions of the parties, and the other provisions of the Agreement.
- c. Neither the Client nor TNTP may assign their rights under this Agreement without the prior written consent of the other.
- 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 events 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 thirty (30) days' written notice.
- e. All notices required by this Agreement will be in writing and either personally delivered or mailed, 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. All notices will be deemed given when delivered. If to TNTP, the notice will be to Florrie Chapin, Vice President, General Counsel and Corporate Secretary, Legal Department.
- f. This Agreement will be governed by New York law without reference to conflicts of laws principles. The parties agree and consent to the exclusive jurisdiction of and venue in the state or federal courts in the city of Manhattan and the state of New York in all disputes arising out of or relating to this Agreement.
- g. Neither party has entered into this Agreement in reliance on any promise, representation, or warranty not contained herein. This Agreement will be construed according to the fair intent of the language as a whole, and not for or against either party.
- h. 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. Neither this Agreement nor any provision hereof may be modified, amended, supplemented, waived, discharged, or terminated except in a writing signed by the parties. No failure or delay in exercising any right or remedy hereunder shall constitute a waiver of such, any other, right, or remedy.
- i. The Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Agreement may also be executed by email, or other electronic means, and so executed shall have the full force and legal effect of an original.

**[Signature Page to Follow]**

**Signatures.**

The parties, by signing below, by their duly authorized representatives confirm their acceptance of the terms and agree to execute this Agreement, which shall be effective on the Effective Date.

**Client**

By: **DRAFT DO NOT SIGN** \_\_\_\_\_

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

Name (print): \_\_\_\_\_

Title: \_\_\_\_\_

**TNTP, Inc.**

By: \_\_\_\_\_

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

Lin Johnson III  
Chief Strategic Growth and Finance Officer

**Schedule A**  
**Scope of Services**

**District Strategic Plan Implementation & Progress Monitoring**

The purpose of our partnership in support of the new district strategic plan is to ensure a strong implementation through ongoing stakeholder engagement, planning for communication and developing a system to evaluate the ongoing implementation using data and evidence. Along the way, there is also an opportunity to build the capacity of leaders and teachers.

*Scope of Work for District Strategic Plan Implementation and Progress Monitoring Supports*

*Strategic Plan Year One Implementation*

Timeline	Objectives	TNTP Support
July – August 2023	<ul style="list-style-type: none"> <li>Identify members of the 23-24 School Year Mineral Strategic Plan Core Design Team</li> <li>Develop a communication plan to share the new Mineral County Strategic Plan with the community that includes opportunities for ongoing community engagement over the course of the year.</li> <li>Develop a year one implementation plan to evaluate the ongoing year one priorities in the strategic plan: what is the data or evidence we need to collect, how often will we collect and analyze data, how will we adjust course when needed?</li> </ul>	<ul style="list-style-type: none"> <li>Biweekly 90 min. Virtual meetings with TNTP &amp; Mineral Core Design Team</li> <li>Weekly 30 min. Virtual Check-ins between TNTP &amp; Mineral Key Liaison</li> <li>July: One in-person six hour working session TNTP &amp; Mineral Core Design Team</li> <li>August: One in-person six hour working session TNTP &amp; Mineral Core Design Team</li> </ul>
September – October 2023	<ul style="list-style-type: none"> <li>Progress monitor the implementation of the communication plan</li> </ul>	<ul style="list-style-type: none"> <li>Monthly 60 min. Virtual meetings with TNTP &amp; Mineral Core Design Team</li> <li>Biweekly 30 min. Virtual Check-ins between TNTP &amp; Mineral Key Liaison</li> </ul>
November 2023 <b>Stepback One</b>	<ul style="list-style-type: none"> <li>Use data, evidence and stakeholder input to evaluate the implementation of the strategic plan, progress monitor towards year one goals, celebrate success and find opportunities to strengthen the plan and implementation</li> </ul>	<ul style="list-style-type: none"> <li>2 hour in-person Workshop</li> <li>3 hour in-person working session TNTP &amp; Mineral Core Design Team</li> </ul>
December 2023 January 2023	<ul style="list-style-type: none"> <li>Progress monitor the implementation of the communication plan</li> </ul>	<ul style="list-style-type: none"> <li>Monthly 60 min. Virtual meetings with TNTP &amp; Mineral Core Design Team</li> </ul>

		<ul style="list-style-type: none"> <li>• Biweekly 30 min. Virtual Check-ins between TNTP &amp; Mineral Key Liaison</li> </ul>
<p>February 2024</p> <p><b>Stepback Two</b></p>	<ul style="list-style-type: none"> <li>• Use data, evidence and stakeholder input to evaluate the implementation of the strategic plan, progress monitor towards year one goals, celebrate success and find opportunities to strengthen the plan and implementation</li> </ul>	<ul style="list-style-type: none"> <li>• 2 hour in-person Workshop</li> <li>• 3 hour in-person working session TNTP &amp; Mineral Core Design Team</li> </ul>
<p>March 2024</p>	<ul style="list-style-type: none"> <li>• Progress monitor the implementation of the communication plan</li> </ul>	<ul style="list-style-type: none"> <li>• Monthly 60 min. Virtual meetings with TNTP &amp; Mineral Core Design Team</li> <li>• Biweekly 30 min. Virtual Check-ins between TNTP &amp; Mineral Key Liaison</li> </ul>
<p>April 2024</p> <p><b>Final Stepback</b></p>	<ul style="list-style-type: none"> <li>• Evaluate and celebrate year one implementation</li> <li>• Revise Strategic plan based on learnings from year one, data, and stakeholder feedback</li> <li>• Plan for year two of implementation</li> </ul>	<ul style="list-style-type: none"> <li>• 2 hour in-person Workshop</li> <li>• 3 hour in-person working session TNTP &amp; Mineral Core Design Team</li> </ul>

### District/School Leader Professional Learning & Coaching

To support the implementation of the Mineral District Strategic Plan, TNTP proposes to partner with each school including:

#### Phase 1: Intensive Summer Training Experience (August 2023)

TNTP will launch our support via a two-day, summer development series in August 2023 for all Mineral County school leaders and teachers. This will be an intensive, in-person training that includes an introduction to research-based best practices for rigorous instruction in English Language Arts and Math. The introductory session will include multiple opportunities for the instructional leaders to experience the Nevada Academic Content State Standards as students, teachers, and leaders. They will view instruction and practice diagnosing where the standards are represented and where they are missing. The goal will be to ensure that principals and teachers leave the session with a shared understanding of what rigorous, effective instruction looks like.

Prior to the summer session, TNTP will also work with Mineral County School District leaders to refine the scope of the two-day training to match the specific needs of the district’s leaders, principals, and teacher leaders. Following the summer session, we would lead a mini step-back with Mineral County School District leadership team to capture reflections and identify critical development priorities for the upcoming school year. We will also help ensure alignment to the Mineral County School District Strategic Plan.

#### Phase 2: Individualized Coaching for Principals & Superintendent (August – April 5, 2024)

Our school year coaching will begin with on-site visits to assess opportunities for principals to improve instruction in their schools. Our school year coaching with the Mineral County Superintendent will begin with an on-site visit to assess the state of instruction across all Mineral County Schools. Together, we will collect data on critical elements of instructional practice, observe classrooms, and review student work and assignments. This process will begin to highlight initial coaching priorities, and build leader’s capacity to begin to answer critical questions, such as:

- *Do teachers have access to and use high quality, standards-aligned curriculum and assessment materials?*
- *Are teachers and leaders aligning their instructional practice to the expectations of college-ready standards?*
- *Are teachers and leaders increasing expectations for student work and thinking in the classroom?*

School visits will enable TNTP’s Leadership Coach and the principal to establish a shared understanding of the state of instructional practices and set goals for the year. We will use this information to design individualized coaching plans that the Leadership Coach and principal will work through together during virtual coaching cycles.

**Principal Coaching Cycles**

TNTP’s Leadership Coach will lead sessions with all three principals twice (one virtual meeting and one in-person meeting) each month to support them in practicing what they learned through the initial training. The goal for this work is to help refine the leader’s vision, and to support each leader as they execute the vision with teaching staff. At the start of coaching, leaders will work with their virtual coach to set a specific development goal based on their individual needs. These goals will likely focus on discrete, high-impact skills such as the following:

- **Data Driven Leadership.** Choosing and tracking the right measures, aligned to the school’s and district’s vision for rigorous instruction, will help leaders align their team towards a shared outcome. Using multiple data sources, including student formative assessment data, student work, and teacher level data, we will coach leaders on how to assess trends and set priorities so that kids are on a trajectory to be college and career ready.
- **Rigorous Instruction and Learning.** Central to leaders’ role is having the knowledge and habits of instructional leaders focused on a clear school vision for improving teacher performance and student learning. This includes the systems or structures, time and tools that need to be in place to support teachers in improving student learning, preparing leaders to make an impact in their buildings immediately. Leaders will also learn how to support great teaching using the district’s educator effectiveness system, whether they’re communicating actionable feedback or developing teachers’ instructional skills while holding high expectations for student and teacher achievement.
- **Orchestrating a Positive School Culture.** Through developing and understanding the context of the students and communities served, leaders will design assets-oriented and need-responsive schools that respond to students’ strengths, needs and identities. We train school leaders to create safe and supportive environments where students are motivated and supported to achieve their academic potential. We will work with school leaders to foster a culture of learning and lean in Diversity, Equity and Inclusion.
- **Strategic Talent Management.** Strong leaders must also be excellent managers. Principals will learn to align and execute bold differential retention and staffing practices to create a strong team and reach their goals. This will include leveraging research-based practices for retaining high-performing staff and hiring new staff earlier.

**Superintendent Executive Leadership Coaching**

Drawing on organizational experience in building the capacity of leaders and their teams, as well as research-based best practices, TNTP would leverage a goals-based coaching approach to create a customized executive coaching plan for the Mineral County School District Superintendent, using a monthly one-hour virtual coaching session.

- **Goals Based Executive Leadership Coaching:** The district leader would work with a TNTP Managing Partner to set targeted goals using TNTP’s Leadership Framework and the Mineral County Strategic Plan. Goals will be specific, measurable, time-bound, and target specific leader behaviors or actions that support furthering the district’s vision. A customized coaching plan would be built to achieve the Superintendent’s short-and long-term development goals.

**Principal & Superintendent Collaborative Learning**

Principals and district leadership will have a handful of opportunities to come together to engage in building systems and structures that allow them to:

- Work collaboratively as a leadership team, inclusive of identifying clear roles and responsibilities
- Set audacious goals for the school year
- Engage in shared learning and collaboration as a leadership team and across school sites
- Collect the highest-leverage data and monitor progress towards goals
- Adjust action plans/ approach to achieve school goals

September (virtual) <b>MESSAGE IT, MANAGE IT, and MONITOR IT</b>	<b>Launching the Work</b> <ul style="list-style-type: none"> <li>• Build understanding of change management</li> <li>• Identify clear school systems for progress monitoring towards strategic plan goals</li> </ul>
October (in-person) <b>FIELD STUDY</b>	<b>Digging into the Work</b> <ul style="list-style-type: none"> <li>• All principals engage in a shared learning walk, followed by a debrief and learning session at a school site.</li> </ul>

	<ul style="list-style-type: none"> <li>• Visits will be focused on a specific objective in service of supporting schools to meet their goals</li> <li>• Progress monitor school goals in relation toward strategic plan goals</li> </ul>
<p>January (in-person) <b>FIELD STUDY</b></p>	<p><b>Digging into the Work</b></p> <ul style="list-style-type: none"> <li>• All principals engage in a shared learning walk, followed by a debrief and learning session at a school site.</li> <li>• Visits will be focused on a specific objective in service of supporting schools to meet their goals</li> <li>• Progress monitor school goals in relation toward strategic plan goals</li> </ul>
<p>March (in-person) <b>FIELD STUDY</b></p>	<p><b>Digging into the Work</b></p> <ul style="list-style-type: none"> <li>• All principals engage in a shared learning walk, followed by a debrief and learning session at a school site.</li> <li>• Visits will be focused on a specific objective in service of supporting schools to meet their goals</li> <li>• Progress monitor school goals in relation toward strategic plan goals</li> </ul>

**ACTION**

**ITEM #2**



# Mineral County School District Proposal for SPP Support

June 2023



## Introduction

Over the last several years, TNTP has worked alongside districts, schools and charter organizations in Nevada to ensure educational equity for all students. Building upon the assets and previous efforts of the Mineral County community, our transformation partnership began with a robust data analysis, along with stakeholder and community engagement, that helped to inform the development of a comprehensive vision and strategy to drive improvement efforts across the district over the next several years. Side-by-side with district and community partners, we will support the district implementation efforts for the prioritized area of building sustainable instructional leadership.

TNTP proposes to deepen our partnership alongside Schurz Elementary School and Hawthorne Junior High to strengthen each school's annual [Continuous Improvement Plan](#) (CIP) to support schools on their overall rating on the [Nevada School Performance Framework](#) (NSPF) and ultimately see positive change in student outcomes. Alongside each school, TNTP will facilitate an opportunity to assess the progress towards goals, identify strengths and opportunities to improve the ongoing implementation of the current CIP.

By August 15<sup>th</sup>, 2023, TNTP will develop a School Monitoring Report (SMR) to be used as a tool to support refining and revising the current CIP. SMRs will ensure that every participating school has clear structures for gathering and responding to leading data indicators for each goal in their respective CIP.

### Outcomes:

- TNTP will develop and deliver an individualized SMR with input from each school leadership team
- TNTP will begin to build leader knowledge and capacity around evidence-based goal setting and data-driven decision-making through the informal diagnostic of the CIP
- TNTP will begin to build school leader investment in a collaborative school improvement process
- TNTP will provide job-embedded teacher professional learning for teachers at Schurz and Hawthorne Junior High in support of CIP academic priorities

### Metrics for Success:

We believe in holding ourselves and the leaders we work with to high standards, and as such will develop a set of metrics that will help us to monitor progress throughout the course of this work and understand the impact of these efforts on school improvement including:

- Each SMR includes: 1-2 improvement strategies and intended outcomes for each goal, Reflections on Now (lessons learned), Next (next steps), Need (resources and/or support needed) aligned to each improvement strategy, Rating of the overall implementation status of each improvement strategy as strong: on-track; at risk: required some refinement and/or support; needs immediate attention or adjustment needed
- School leaders revise the original CIP to incorporate recommendations from the SMR

### Timeline:

<p><b>Week of July 17<sup>th</sup> Partnership Kick-off with Schurz &amp; HJH</b></p> <ul style="list-style-type: none"> <li>• TNTP meets virtually with each School Leader</li> <li>• TNTP meets virtually with each School Leadership Team</li> <li>• Review available data (formative, family engagement surveys, current CIP, etc.)</li> </ul>
<p><b>Week of August 1 School Site Visits</b></p> <ul style="list-style-type: none"> <li>• TNTP meets in-person with each School Leader</li> <li>• TNTP meets in-person with each School Leadership Team</li> <li>• TNTP will share learning around the School Monitoring Report and how to leverage as a tool to revise, refine and strengthen the current SIP</li> <li>• TNTP will work alongside the principal to identify school specific strengths, opportunities and root causes</li> </ul>

<ul style="list-style-type: none"> <li>TNTP will share information and engage the school leadership team in learning more about research based best practices for instructional strategies and interventions</li> </ul>
<b>Week of August 15</b> <ul style="list-style-type: none"> <li>TNTP shares School Progress Monitoring Report with School Leadership Teams</li> <li>TNTP includes opportunities to align each school CIP with the Mineral County School District Strategic Plan</li> </ul>
<b>Week of August 21</b> TNTP works alongside with School Leadership teams to revise, refine and strengthen the current CIP
<b>Week of August 28</b> School Leadership Teams share updated CIP with Mineral County School Leadership and School Staff for feedback
<b>Week of September 5</b> School Leadership Team makes final revisions to CIP and works with TNTP to begin planning for implementation of priorities and strategies
<b>September 15</b> School Leadership Team Uploads Final Draft of CIP-SPP Roadmap to Teams, and notify, via email, School Improvement

### School CIP Implementation

Research and experience remind us that a meaningful and focused job-embedded preparation experience leads to stronger retention and perseverance in teachers, as well as overall effectiveness. This is especially true for teachers of Multilingual Learners, as they require a uniquely robust toolbox of strategies to simultaneously develop students' language and literacy proficiency in both languages.

At TNTP, we know the surest way to develop teacher knowledge and skills to deliver high-quality, culturally relevant, differentiated instruction is to engage in Lesson Study cycles. Lesson Study is a collaborative professional development approach that enables teachers to quickly apply learning in practice.

There is an opportunity to provide Lesson Study Cycles alongside Schurz and Hawthorne Junior High to ensure a strong start to implementation of the academic priorities and strategies lifted in the CIP. While it is too early to identify the specific content, we know that early literacy will be a focus area in the district and there is a possible adoption of high-quality instructional materials that school leaders may identify as foci areas. Once each school's CIP is revised and finalized, TNTP will work with each school leader to design teacher professional learning via Lesson Study Cycles.

### Example of a Lesson Study Cycle

Week 1	Week 2	Week 3	Week 4
In Person (½ day at each site)	Virtual	Virtual	Virtual
Professional Development with continued learning; best practices in ELA/Math	Co-planning around a common lesson or task during grade level PLC time.	Meet with each grade level team during their scheduled PLC to finalize lesson	Meet with each grade level team during their scheduled PLC to review Student Work Analysis & Lesson Iteration

We propose 4 total Lesson Study cycles (September – December) alongside Schurz and Hawthorne Junior High.



## Project Budget

As highlighted above, we plan to complete this work over the course of six months (July 2023 – December 2024). We estimate the total cost of the services described above to be **\$74,811** as detailed below. The main driver of cost is TNTP staff time.

We have also built in some travel so that we have time on the ground with key stakeholders throughout the process. We are happy to discuss the specific staff time we have accounted for within each work stream and talk about any adjustments that may be needed.

### BUDGET

Program Staff	\$56,527
Program Expenses (including travel)	\$18,284
<b>TOTAL</b>	<b>\$74,811</b>

## Contact Information

TNTP is thrilled to partner alongside Mineral County School District in the coming year. For questions or further discussion, please reach out Sarah Ledon, Partner, at [sarah.ledon@tntp.org](mailto:sarah.ledon@tntp.org)