MEMORANDUM OF UNDERSTANDING

BETWEEN

TNTP, INC.

AND

ECTOR COUNTY SCHOOL DISTRICT

THIS Memorandum of Understanding (the "MOU") is entered into by and between TNTP, INC. ("TNTP"), a national nonprofit 501(c)(3) organization, and the Ector County School District ("ECISD"), a political subdivision of the State of Texas.

WHEREAS, TNTP has received award number U423A17007 (the "Grant") from the U.S. Department of Education (the "USDOE") pursuant to the TEACh Prep: Bringing Commitment, Diversity and Great Teaching to Clark County, New York City and Western Texas ("TEACh") Program, for the implementation of the Project, as detailed in the Grant's Scope of Work (as defined below) and Grant Budget (as defined below), and

WHEREAS, the collaboration between TNTP and ECISD is part of the TEACh project.

NOW THEREFORE, in consideration of the mutual agreements and promises contained herein, TNTP and ECISD agree as follows:

ARTICLE 1: SCOPE OF WORK

1.1 Pursuant to this MOU, TNTP and ECISD shall each, respectively, supply all of the necessary personnel, funding, equipment, supplies and materials necessary to perform the services that each party is obligated to perform, as set forth in Appendix A ("Scope of Work"), which is attached to and incorporated into this MOU by reference as though fully set forth herein. The Scope of Work sets forth all services that are the subject of this Agreement, including without limitation all deliverables, results and timelines. The Scope of Work may be amended from time to time by the parties, provided that any change to the Scope of Work must be approved, in advance and in writing, pursuant to Article 14.5 ("Entire Agreement; Amendments") and provided that any such changes are not in conflict with the USDOE Grant Award Notification (as defined below) and are not otherwise unacceptable to the USDOE.

ARTICLE 2: KEY PERSONNEL

2.1 Each party shall ensure that person(s) considered to be key personnel, essential to the work performed hereunder ("Key Personnel"), are available to provide services under this Agreement, as specified in the Scope of Work. In the event an individual deemed to be Key Personnel terminates

employment with a party, or is unavoidably required to be reassigned to another critical function of that party, such party shall notify the other party of such change in writing and shall designate another staff member of comparable experience, education and ability.

ARTICLE 3: FUNDING

- 3.1 The total costs of TNTP's Services, will be covered by a grant to TNTP from the U.S. Department of Education ("**USDOE**") (the "**Grant**"). Should funding from the Grant be terminated, reduced, or otherwise delinquent at any time and for any reason, TNTP may elect to immediately terminate this Agreement, as specified in Section 4.
- 3.2 In accordance with the Grant, ECISD shall provide a detailed accounting of the required in-kind contribution for their participation in the Grant. ECISD is responsible for providing a detailed reporting for \$1,609,000.00 of contributions that may consist of personnel time, benefits, travel expenses, training or supplies dedicated solely to the Grant activities in accordance with 2 CFR 200, and as detailed in Appendix B. Additionally, reports must comply with the following requirements:
 - Reports must be submitted to TNTP on a quarterly basis. (Dec 31, Mar 31, June 30, Sept 30)
 - The reports must be presented on the form provided in Appendix B.
 - Each invoice must have a disclosure by ECISD certifying that reported expenses contains no federally unallowable expense as governed by 2 CFR 200.
 - ECISD maintains records to support all reported expenses; and TNTP can have access to records upon request in accordance with Article 6.

ARTICLE 4: NOTICES

4.1. All notices hereunder shall be in writing, personally delivered or sent by certified mail, return receipt requested, or by e-mail, addressed to the other party as follows, and shall be effective as of the date of personal delivery or mailing:

NOTICE TO ECISD:

DISTRICT SITE/DEPARTMENT	
HEAD OF SITE/DEPARTMENT	
CONTACT PERSON	
STREET ADDRESS	
CITY, STATE, ZIP	
EMAIL	
TELEPHONE*	()

NOTICE TO TNTP:

ORGANIZATION NAME:	TNTP
HEAD OF SITE/DEPARTMENT	
CONTACT PERSON	Elizabeth Shaffer
STREET ADDRESS	186 Joralemon Street
CITY, STATE, ZIP	Brooklyn, NY 11201
EMAIL	Elizabeth.Shaffer@tntp.org
TELEPHONE*	(718) 233-2800

4.2 Either party may change the address to which notice is to be sent by giving written notice thereof to the other party. If e-mail notification is used, the sender must specify a Receipt notice. Any notice of default must be sent by registered mail.

ARTICLE 5: TERM; EFFECTIVE DATE; TERMINATION

- 5.1. This MOU shall be effective as of November 1, 2018 and shall end at 12:00 midnight EST on September 30, 2020.
- a. In the event that USDOE extends or modifies the Grant period, TNTP will notify the district in writing, and the parties will work together to execute an amendment to this agreement reflecting the changes.
- b. In the event the USDOE terminates the Grant prior to its scheduled expiration, TNTP will immediately notify District in writing of said termination by the USDOE, and the parties will work together diligently and in good faith to wind down the project in a manner that minimizes costs to and impacts on the parties and their constituents as contemplated under this Agreement, and this MOU will terminate.
- 5.2. The termination or expiration of this MOU shall not affect any claims, rights or obligations of the parties that accrued prior to such termination or expiration.

ARTICLE 6: FINANCIAL RECORDS AND AUDITS

6.1. Each party hereto agrees to retain all financial records, supporting documents, statistical records, and all other records pertinent to this MOU in accordance with 2 CFR 200.501-521, for a minimum of three years from the end of the project. The retention period will be extended if any litigation, claim, or audit commences prior to the expiration of the audit period, in which case the records must be kept until all litigation, claims, or audit findings involving the records are resolved.

ARTICLE 7: INSURANCE

- 7.1. <u>District Coverage.</u> District will, at its sole expense, self-insure or maintain comprehensive general liability insurance with policy limits of not less than \$1,000,000, and provide to TNTP a letter of self-insurance and/or certificate of insurance evidencing such coverage.
- 7.2. TNTP Coverage. TNTP will maintain, at its sole expense, worker's compensation insurance or other equivalent coverage on its employees as required by law, maintain comprehensive general liability insurance with policy limits of not less than \$1,000,000, and provide to District a certificate of insurance evidencing such coverage upon request.

ARTICLE 8: INDEMNIFICATION; LIMITATION OF DAMAGES

- 8.1. Each party will indemnify and hold harmless the other party, and its respective Board, officers and employees from and against any and all third party loss, liability, expense, including reasonable attorneys' fees, or claims for personal injury or property damage (collectively "Claims") arising out of the indemnifying party's performance of this Agreement, but only in proportion to and to the extent such Claims are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, as determined by a court of competent jurisdiction.
- 8.2. The parties agree to cooperate with each other in the investigation and disposition of third-party liability claims arising out of any services provided under this Agreement. It is the intention of the parties to fully cooperate in the disposition of all such claims. Such cooperation may include joint investigation, defense and disposition of claims of third parties arising from services performed under this Agreement. The parties agree to promptly inform one another whenever an incident report, claim or complaint is filed or when an investigation is initiated concerning any service performed under this Agreement.
- 8.3 Without in any way limiting the parties' obligations under subsection 8.1 above, the parties shall indemnify and hold each other harmless from any and all third party loss, liability, expense, including attorneys' fees, court costs and all other litigation expenses, for any claim of infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and any other intellectual property claims of any person or persons as a consequence of the use by District or TNTP of each other's articles or services to be supplied in the performance of this Agreement.
 - 8.4. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR SPECIAL, INCIDENTIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.
 - 8.5 The provisions of this Article shall survive the termination or expiration of this Agreement.

ARTICLE 9: USDOE GRANT AWARD NOTIFICATION

9.1. It is the intent of the parties that this MOU shall not contain anything inconsistent to or contrary with the Grant awarded by the USDOE. Except as provided in the sentence immediately following this one, in the event of a conflict between this MOU and the USDOE Grant Award Notification, the conflicting provision(s) of this MOU shall be stricken, or amended to conform to the requirements of the USDOE Grant Award Notification pursuant to a written amendment pursuant to Article 14.5 ("Entire Agreement; Amendments") of this Agreement. With regard to Article 8 ("Indemnification; Limitation of Damages")

and Article 5 ("Term; Effective Date and Termination") of this Agreement, in the event of a conflict between said Article 8 and/or said Article 5 of this Agreement, and the USDOE Grant Award Notification, said Article 8 and/or Article 5 of this MOU shall control.

ARTICLE 10: INTELLECTUAL PROPERTY; PUBLICATION; MARKETING

- 10.1. Ownership of Materials. To the extent that the Grant allows, TNTP agrees that District shall own the entire right, title, and interest, including all patents, copyrights, and other intellectual property rights, in and to all tangible materials, inventions, works of authorship, information and data solely conceived or developed by District in the performance of the project and developed using District's facilities or personnel ("District Materials"). District agrees that TNTP shall own the entire right, title, and interest, including all patents, copyrights, and other intellectual property rights, in and to all tangible materials, inventions, works of authorship, information and data solely conceived or developed by TNTP personnel and using TNTP facilities or personnel under this MOU ("TNTP Materials"). Additionally, TNTP retains all rights, title, and interest in and to all systems, information, accumulated knowledge, expertise, and general know-how, whether developed before or after the commencement of this Agreement, used in connection with services performed under this Agreement.
- 10.2. <u>Grant of License.</u> District grants to TNTP an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any District Materials developed under this Agreement, for non-commercial, academic, or research purposes and consistent with the terms and provisions of this Agreement. TNTP grants to District an irrevocable, perpetual, worldwide, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any TNTP Materials developed under this Agreement, for non-commercial, academic, or research purposes and consistent with the terms and provisions of this Agreement.
- 10.3. Review and Approval Prior to Publication. TNTP agrees that prior to publication of any document, report, or information to be made public by TNTP which uses District's student or employee data provided pursuant to this Agreement, and while any such document, report, or information is in its draft phase, TNTP shall provide District with a copy of any such draft document, report or information for review and approval prior to publication. TNTP shall provide ECISD with at least fourteen (14) days to review prior to the proposed publication date. If there is a disagreement between ECISD and TNTP regarding the project's findings, or interpretation of the findings, staff from ECISD and TNTP, and their contractors if applicable, will meet to discuss and mediate such differences in order to reach a mutually agreeable solution.
- 10.4. <u>Use of Name; Marketing.</u> Excluding a simple statement or acknowledgement of this MOU between the parties, or a statement that ECISD is a client of TNTP, no party shall use the name, marks or logo of the other party in any planned advertisement, press release, or other planned publicity or marketing materials, in any form or media, without the prior written approval of the other party. Notwithstanding the foregoing provisions of this Article 10.4 ("Use of Name; Marketing"), nothing in this Article 10.4 shall infringe upon the First Amendment rights of the parties.
- 10.5. Open Meetings and Public Records. Notwithstanding Article10.4 ("Use of Name; Marketing") above, the parties understand and agree that District is a public school district subject to open government laws, public records laws, and the federal Freedom of Information Act ("FOIA"). Pursuant to such laws, and pursuant to District's mission as a public agency, ECISD may publicly discuss the Grant, may name TNTP as a partner and USDOE grant recipient, and USDOE as the granting agency. Such discussions and use of TNTP's name by District shall not require prior written permission from TNTP and shall not constitute a violation of this Agreement. If District wishes to use TNTP's name or logo in a manner otherwise requiring TNTP's prior written approval pursuant to 10.4 ("Use of Name; Marketing") above, District shall request such approval from TNTP's designated representative.

ARTICLE 11: CERTIFICATIONS; COMPLIANCE WITH LAWS

- 11.1. <u>Lobbying</u>. Each party certifies that it has not used Federal funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. §1352.
- 11.2. <u>Debt, Debarment, and Suspension</u>. Each party acknowledges that this MOU is subject to Subpart C of 2 CFR Part 1326, "Government-wide Debarment and Suspension (Procurement)." By execution of this Agreement, each party stipulates that it is not delinquent on the repayment of any Federal debt; that it is in compliance with the government-wide debarment, suspension, ineligibility, and voluntary exclusion regulations as promulgated in 2 CFR Part 180 and 2 CFR Part 1326.
- 11.3. <u>Conflict of Interest</u>. Each party shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Each party is responsible for enforcing its standards of conduct and taking appropriate action on individual infractions.
- 11.4. <u>Notification of Employee's Rights as Whistleblowers</u>. In accordance with 41 USC 4712 ECISD will notify their employees of the rights and remedies provided for whistleblowers under federal law.
- 11.5. <u>Compliance with Law.</u> Each party certifies and assures compliance with all local, state, and federal laws and regulations applicable to the party's performance under this Agreement, including but not limited to applicable state, federal and local non-discrimination requirements, including but not limited to Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

ARTICLE 12: ACCESS TO DATA AND CONFIDENTIALITY

- 12.1. ECISD will designate an appropriate Client official as the contact person for TNTP, and their contractors, with respect to all matters relating to this Agreement.
- 12.2. ECISD will provide to TNTP, and their contractors, at no cost to TNTP, and within thirty (30) days of the Effective Date, all requested student achievement data ("Student Data") and teacher evaluation and demographic data ("Teacher Data"), in compliance with the Family Education Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA"). The requested data may include, but is not limited to, the following data types:
 - a. Demographic, hiring, retention, and performance, and teacher evaluation rating information on SEED participants and comparison teachers

- b. School characteristics such as size, student demographics, principal tenure, and if available, climate survey results and prior hiring data
- c. Student demographic and assessment data
- 12.3. ECISD will secure any consents from teachers, staff, students, or parents that is required by all applicable federal, state, local laws, ordinances, codes, regulations, and policies, including but not limited to the Family Education Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA") for TNTP's use of the Data, TNTP's use of video recordings of staff and students, TNTP's use of teachers, staff, or students, and/or, as applicable, TNTP's use of student work samples in rendering TNTP's Services, and ensure that such consents allow TNTP or their contractors to rely on such consent when acting as an agent of the Client.
- 12.4. TNTP shall only use District pupil and employee personally identifiable or otherwise confidential information obtained in the performance of this MOU for purposes of the performance of this MOU and the Grant project and for no other purpose without the prior written approval of ECISD, unless otherwise provided in this agreement. TNTP, and the grantor, USDOE, may use aggregate, non-identifiable data derived from any confidential Information for all purposes related to the Grant, including reporting, research, benchmarking, and publication. Additionally, TNTP is authorized to share the aggregate, non-identifiable data with other participating project sites. The parties further agree that TNTP, and the grantor, USDOE, may use deidentified student demographic and student roster data linking each student to a SEED teacher with a unique ID in order to accomplish the purposes of the project.
- 12.5. Within 12 months of termination or expiration of this Agreement, if no subsequent is in place between the parties to allow TNTP to have access to ECISD's pupil or employee personally identifiable or otherwise confidential information, then any such information that is in the possession of TNTP shall be confidentially and securely returned to District in all forms in which TNTP is holding such data, including without limitation in a computer-readable format, to the extent applicable. Once such data are received by District, and, if applicable, District confirms that the computer-readable format is indeed readable, TNTP shall securely destroy all remaining copies of such data that it holds in any form or media within fourteen (14) days of such confirmation from District. TNTP shall destroy all such data utilizing a method of secure destruction that renders such information unreadable, such as shredding or burning, erasure of magnetic media, electronic deletion using file shredding software, or other industry-standard method(s) of secure destruction. Upon request, TNTP shall provide District with written certification that such destruction has occurred.
 - 12.6. The confidentiality provisions of this MOU shall survive the termination or expiration of this Agreement.

ARTICLE 13: PROJECT EVALUATION

13.1. The parties agree to work with Education Analytics as the evaluator for this project, as provided for in the Scope of Work, including collaborating with Education Analytics as provided for therein. TNTP will contract with Education Analytics as a vendor for evaluation services for the activities completed for the Grant, and will require Education Analytics by written MOU executed by the duly authorized representatives of TNTP and Education Analytics, that in providing services for the evaluation of the designated activities under the Grant, Education Analytics will comply with all relevant terms and conditions of this MOU that are applicable to TNTP hereunder as found in Article 6 ("Financial Records and Audits"), Article 8 ("Indemnification; Limitation of Damages"),

Article 9 ("USDOE Grant Award Notification"), Article 10 ("Intellectual Property; Publication; Marketing"), Article 11 ("Certifications; Compliance with Laws"), Article 12 ("Confidentiality"), Article 13 ("Project Evaluation") and Article 14 ("General Provisions") of this Agreement.

13.2. If deemed necessary by either TNTP or ECISD, then ECISD and Education Analytics will execute a separate data use agreement regarding the evaluation of the Grant activities and sharing of data provided by ECISD.

ARTICLE 14: GENERAL PROVISIONS

- 14.1. <u>Governing Law; Venue</u>. This MOU and the rights and obligations of the parties hereunder shall in all respects be governed by the substantive law of the State of New York, including without limitation all matters of construction, validity and performance, and excluding its conflict of law provisions.
- 14.2. <u>Assignment</u>. ECISD shall assign, delegate or subcontract any of its obligations hereunder without first obtaining written consent from TNTP. This MOU inures to the benefit of, and is binding upon, the parties hereto and the successors and permitted assigns of the parties hereto.
- 14.3. <u>Independent Contractors</u>. The relationship between TNTP and ECISD is that of independent contractors. The parties are not joint venturers, partners, principal and agent, master and servant, employer or employee, and have no other relationship other than independent contracting parties. The parties shall have no power to bind or obligate the other party in any manner, except as expressly provided in this MOU or authorized in writing.
- 14.4. <u>Dispute Resolution</u>. The parties agree to negotiate in good faith to resolve any and all differences arising between them in the interpretation or performance of this Agreement. If TNTP's and District's project managers cannot resolve a dispute through such negotiations, then the parties' project managers will escalate the dispute to their respective executives who are at a higher level of management than the project managers, who will negotiate in good faith to resolve the differences between the parties.
- 14.5.2. If the parties' executives are unable to agree on any matter following such good faith negotiation, then, prior to taking other action, the parties shall engage the services of a mutually acceptable third party to mediate the dispute.
- 14.5.3. The cost of such mediation, if any, shall be borne equally by the parties. Each party shall bear its own costs, including any attorney fees, incurred in connection with the preparation for or attendance at the mediation.
- 14.5.4. No party may initiate legal action prior to the conclusion of the good faith negotiation and mediation processes detailed herein. If, on the completion of such processes, the parties are unable to settle the dispute, then either party may request that the matter be submitted to non-binding arbitration. All costs associated with such arbitration shall be paid by the party requesting such arbitration unless otherwise agreed to in a writing signed and approved by the duly authorized representatives of the parties in the same manner as this Agreement.
- 14.5. <u>Entire Agreement; Amendments</u>. This Agreement, including its incorporated Appendices, contains the entire understanding between the parties hereto and supersedes any and all prior agreements, understandings, and arrangements between the parties, whether oral or in writing, relating to the

subject matter hereof. No amendment, change, modification or alteration of the terms and conditions hereof shall be binding unless evidenced by a writing executed by the duly authorized representatives of the parties and approved in the same manner as this Agreement.

ARTICLE 15: PARTY SIGNATURES TO AGREEMENT

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their duly authorized representatives.

For TNTP, INC.	For ECISD
APPROVED:	APPROVED:
Elizabeth Schaffer	
Chief Financial Officer	Chief Financial Officer
APPROVED AS TO FORM:	APPROVED AS TO FORM:
AN THOUSED AS TO FORM.	ATTROVED AS TO FORM.
Florrie Chapin	Insert Name
General Counsel	Deputy General Counsel
	REVIEWED:
	Contracts Office

Appendix A

Scope of Work

Goal 1: TRAIN NEW TEACHERS

Create an expanded, sustainable pipeline through a rigorous, ECISD-run, alternative route to certification program

Objectives	Staff Roles and Responsibilities	Milestones	Timelines
	Assess current technical systems used by ECISD and determine needs	Technical build assessed	January 2019
A) Design thorough recruitment and selection strategy built around ECISD priorities.	 ECISD provides vacancy projections TNTP staff set goals with ECISD staff; ensure a consistent high bar for selection, and that recruitment targets are met 	Conduct recruitment campaigns	Launches January 2019, then annually with variable timelines in each site
	TNTP Site Director and Pipeline Manager support new teacher hiring process	Screen and select cohort	Launches January 2019, then annually with variable timelines in each site
		Early hiring targets and first day of school staffing targets met	Targets set January 2019, then assess quarterly
B) Develop new teachers through TNTP's year-long training model, TEACh, customized around local	 TNTP staff work with ECISD to nominate and select staff members for Pre-service Training roles TNTP Instruction Manager and Leadership Coach conduct staff 	Pre-service Training conducted for new cohorts of interns.	Annually (season(s) TBA)
	 training in advance of Pre-service Training TNTP Instruction Manager and ECISD staff run Pre-service Training 	100% of new teachers assessed for foundation skills before they begin teaching.	End of Pre-service Training

curriculum and instructional priorities.	 ECISD coaches orient all teachers new to the district with overview of the performance assessment, coaching support, other program expectations 	New teachers prepared to start before the first day of school	Following Pre-service Training
C) Certify teachers who meet a rigorous performance bar that includes an	 and align observation rubric as needed TNTP Leadership Coach norms with ECISD coaches and observers on 	Staff trained to implement performance assessment	Annually throughout Preservice Training; ongoing, annual refresher training
TNTP Instruction Manager and ECISD staff customize and enhan service training content and support development of new content.	 coaching sessions of all new teachers throughout the school year TNTP Instruction Manager and ECISD staff customize and enhance inservice training content and support development of new content (both online and in person) as needed 	Program enrollees complete online coursework	Sept – May, annually
	 New teachers complete in-service coursework through in-person and online formats 	Performance-based certification decisions made	Post Pre-service Training, then annually for subsequent cohorts
	 TNTP Site Director supports ECISD in conducting performance assessment, coursework, and coaching for all program teachers 		

Goal 2: SUPPORT TEACHER QUALITY

Implement systems and policies to attract and retain more highly effective teachers

Objectives	Staff Roles and Responsibilities	Milestones	Timelines
 A) Implement strategies and promote policies and that have been demonstrated to attract and retain a high-quality, diverse talent pool. TNTP Site Director, Pipeline Manager, and Analyst work with ECISD staff to study historical pipeline data, including hiring timelines and trends, recruitment sources, teacher supply and demand, and retention data TNTP develops a website, program brand, and marketing campaign to attract high-quality, high-potential applicants 	ECISD is able to accurately predict district vacancy needs by subject area, grade level, and school type	Launches Nov. 2018, then annually with variable timelines in each site	
	attract high-quality, high-potential applicants	Marketing campaign attracts high- potential applicants who are	Launches Nov. 2018. Variable, annual timelines in each site

	TNTP Site Director works with ECISD counterparts to develop opportunities to implement stronger new teacher mentoring systems and differential retention strategies	committed to teaching and staying with ECISD	
B) Revise policies and practices to ensure new teachers meet high standards for effectiveness and talent is distributed	TNTP builds capacity of ECISD staff and partnering district staff to accurately evaluate and meaningfully support <u>all</u> new teachers. TNTP makes recommendations for ways each partnering district can scale aspects of TEACh	ECISD staff who fill program related roles understand the expectations and have the skills needed to complete the work with fidelity	Ongoing as needed
equitably across schools within district.		First-year teachers receive training and support that help them improve	Ongoing as needed
		First-year teachers are accurately evaluated and held accountable for student performance	Ongoing
C) Revise central staff roles to align with needs supporting teacher pipeline, teacher recognition/ support and teacher quality and build these	 With the ECISD Executive Director, TNTP Partner convenes a cross-departmental steering committee, establishing decision-making channels and objectives aimed at project's long-term oversight TNTP Site Director and Instruction Manager work with ECISD counterparts to develop a vision for excellent instruction for first-year teachers 	ECISD steering committee launched, meeting series begins	January 2019, then quarterly throughout project
offices' capacity to run high-quality systems.	 TNTP, in collaboration with ECISD staff, designs a performance assessment aligned to that vision and partnering district's evaluation systems (T-TESS) 	First-year teachers understand the expectations they will be held accountable to	Complete by initial Preservice Training; revised annually as needed
	 TNTP reviews hiring and staffing trends across the district and makes recommendations for ways to more equitably distribute existing and new talent across the district 	Only teachers who pass a rigorous performance-based assessment receive certification	Post initial Pre-service Training and each subsequent season

 TNTP Director develop job descriptions, expectations, and selection materials for all new/revised roles created by TEACh TNTP trains ECISD staff, formally and/or informally, throughout the course of the engagement to ensure a smooth transition of all program components 		High-need schools have the talent they need to improve student outcomes ECISD staff report that the training and support they received from TNTP allowed them to complete their role in a high-quality way	Ongoing Summer 2019; annually
Goal 3: IMPROVE AND S Monitor and evaluate to Objectives	USTAIN ensure outcomes are achieved Staff Roles and Responsibilities	Milestones	Timelines
A) Evaluate the program during the grant to provide feedback for ongoing improvement, define	 TNTP staff work with ECISD leaders to determine and share program performance targets with project stakeholders (e.g., project staff, USED, Ed Analytics) Progress monitoring meeting schedule set with various working groups 	Site goals calibrated	January 2019
mprovement, define essential elements for the sake of replication	TNTP Instruction, Pipeline Managers meet with ECISD counterparts at least 2x month	Quarterly progress against project goals assessed	Ongoing starting in Jan 20 and quarterly

Evaluators provide TNTP with annual briefing on evaluation

meetings with USED

TNTP Site Director leads regular project step-back with ECISD staff

TNTP submits Annual Performance Report and conducts check-in

TNTP and ECISD staff develop a timeline for ownership transition for

each aspect of the work and identify staff needed to implement well

and sustainability.

B) Build ECISD

capacity to sustain

Set targets and refine models

based on evaluation outcomes

Quarterly progress against project

goals assessed

Annually – November

Ongoing starting in Jan 2019

and quarterly

TEACh with systems for continuous improvement into	 TNTP and ECISD staff develop a plan for capacity building in each work stream 		
perpetuity.	 TNTP Analyst supports TNTP Partner and ECISD program director to complete comparative project budgets to analyze the effect of new expenses, savings and return on investments 	Biannual assessment of progress toward cost-effectiveness goal	Twice annually starting in Jan 2019
	ECISD leadership with support from TNTP Partner uses program evaluation data and quarterly assessments to iterate on a long-term sustainability plan for implementation in year four (post-grant)	Sustainability plan is drafted and approved by key ECISD clients by end of engagement	January 2020
C) Execute an independent study of the project that helps (a) codify critical program components for successful replication and (b) measure its effects on teacher effectiveness and retention.	 TNTP Site Director and Analyst work with partnering districts to secure and analyze historical data on teacher retention to understand projected retention Evaluators assess and analyze effective teacher attrition and retention trends over the course of the grant Evaluators assess fidelity to implementation over the course of the grant, including after TEACh implementation has phased into ECISD 	Measure projected retention and actual retention Annual interim report to TNTP (from Evaluators) Final report to TNTP based on independent study	Annually- November, and post-grant
E) Disseminate findings from the project evaluation and independent study to reach a broad audience of researchers and practitioners.	 Ed Analytics team shares findings from this study with academic audiences (via website, conferences and scholarly journals) TNTP staff share lessons from this project via the TNTP blog TNTP produces at least one formal publication based on findings 	Three to four TNTP publications of preliminary findings and/or lessons from implementation (published in print for widespread, free download or on TNTP's blog) Three to four Ed Analytics publications with academic audiences	1-2 times annually and post- grant

Additional Independent Program Evaluation: The researchers will conduct a mixed-methods evaluation that provides timely information on TEACh implementation, monitors progress on key metrics, and determines impact on key outcomes. Education Analytics (EA) will provide TNTP and partner sites formative findings through multiple mechanisms (monthly calls, bi-annual briefings, and annual reports) to inform mid-course corrections. EA will also develop research reports (accessible to policymakers and practitioners) to be disseminated to the field through research conferences and peer-reviewed journals.

Appendix B: Financial Summary

In-Kind Contributions:

ECISD will provide documentation to demonstrate the following in-kind contributions during the project term on the form provided on the page 2 of this attachment. The in-kind totals listed are based on 25% of total program costs for each year. ECISD agrees to provide a total in-kind contribution of \$740,000 for FY19 and \$869,000 for FY20, and to notify TNTP in writing in the event their total in-kind contribution drops below the estimated annual contribution below for each year of the grant. ECISD agrees to report the value of all federal in-kind contribution requirements associated with this grant. ECISD will provide narrative notes for each budget category listed in Summary of Expense; with notes that provide sufficient detail for TNTP to be able to understand how costs in each budget line break down, and to enable TNTP clearly to describe the activities being included in in-kind match funds. All contributions must qualify as in-kind contributions under federal regulations and be reported quarterly in accordance with Section 3.2.

West Texas - ECISD			
	Year 1 (FY19)	Year 2 (FY20)	
Personnel			
Fringe Benefits			
Travel			
Equipment			
Supplies			
Contractual			
Construction			
Other			
Training Stipends			
Total	\$ 740,000	\$ 869,000	

FEDERAL SEED GRANT PROGRAM IN-KIND CONTRIBUTIONS						
Name of Institution/Organization:	Name of Institution/Organization:					
		SUMMARY	Y OF EXPENSE			
Budget Categories	Quarter 1: 10/1/2018-12/31/18 (a)	Quarter 2: 1/1/19-3/31/19 (b)	Quarter 3: 4/1/19-6/30/19 (c)	Quarter 4: 7/1/19-9/30/19 (d)	Year-to-Date Total (a)+(b)+(c)+(d)	
1. Personnel						
2. Fringe Benefits						
3. Travel						
4. Equipment						
5. Supplies						
6. Contractual						
7. Construction						
8. Other						
9. Training Stipends						
10. Total In-Kind Contributions (lines 1-9)						
Signature			Date	e		
Name and Title of Reporting Official						
	Budget Narrative (Attach sheets as necessary)					
Provide narrative notes for each budget categor describe the activities being included in in-kir <i>Examples</i> :	nd match funds.				r 100 coaches supporting teacher candidates	

Fringe Benefits: Includes benefits and employer taxes: full-time rate of 26.7%; part-time rate of 15.4%

Travel: Project Management Lead trip to observe program in Dallas; mileage at 0.50/mile for coaches supporting teacher candidates. Supplies: Books for candidates, graphics, supplies for meetings (total per candidate approximately \$95)

Supplies: Books for candidates, graphics, supplies for meetings (total per candidate approximately \$85) Other: Custodial fees

