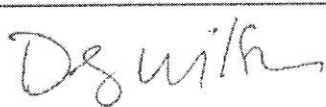



<b>THE SCHOOL DISTRICT OF ESCAMBA COUNTY CURRICULUM AND INSTRUCTION SCHOOL BOARD AGENDA EXECUTIVE SUMMARY</b>		Item Number: V.b.1 B.4.	
TITLE Contract for External Operator for Warrington Middle School Between the School Board of Escambia County, Florida and Learning Sciences International		SUBMITTED BY Denny Wilson, Director, Continuous Improvement	
PERIOD OF GRANT/CONTRACT REQUEST 4/21/2021-6/30/2022	FUNDING SOURCE UniSIG/General	PROJECT COORDINATOR AND DEPARTMENT Denny Wilson, Director, Continuous Improvement	
AMOUNT OF FUNDING REQUEST \$475,000 ( <i>Is amount more, less or same as last year?</i> ) (\$237,500 from UniSIG/ \$237,500 from General)	N/A	TOTAL PROJECT \$475,000	N/A
PURPOSE The purpose of this contract is for the Learning Sciences International (LSI) to act as the External Operator of Warrington Middle School pursuant to Section 1008.33(4)(b), F.S.			
IMPLEMENTATION PLAN When a school earns two consecutive school grades below a "C", a turnaround option plan must be selected and implemented for the school. The District has determined that a contract with an outside entity to serve as an external operator of Warrington Middle School is the best option for turnaround for its long-term success. LSI meets the requirements set forth in Florida Statute to provide support to improve the academic performance of Warrington Middle School.			
PARTICIPATING SCHOOLS/AGENCIES Warrington Middle School Learning Sciences International			
ACTION REQUIRED Board Approval			
STRATEGIC ALIGNMENT – <i>Include Pillar, Goal and Measurable Objective as outlined in the current Strategic Plan</i> PILLAR: Quality GOAL: GOAL Q.1: To increase rigor at all levels MEASURABLE OBJECTIVE: Q.1.1. Increase the percentage of students making a learning gain on the statewide standardized assessments.			
DIRECTOR 	DATE 4/05/2021		
ASSISTANT SUPERINTENDENT 	DATE 4/7/2021	DATE OF BOARD APPROVAL <b>APPROVED ESCAMBIA COUNTY SCHOOL BOARD</b>	

Return this ORIGINAL document to  
 Holley DeWees, Superintendent's Office  
 75 N Pace Blvd, Pensacola, FL 32505  
 To be filed in the School Board Record Book  
 DO NOT disassemble this packet for any reason

Revised: January 2019–  
Retention: 5 years

**APR 20 2021**

DR. TIMOTHY A. SMITH, SUPERINTENDENT  
VERIFIED BY RECORDING SECRETARY

CONTRACT FOR EXTERNAL OPERATOR  
FOR WARRINGTON MIDDLE SCHOOL  
BETWEEN  
THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA  
AND  
LEARNING SCIENCES INTERNATIONAL

This External Operator Contract (“Contract”) is made and entered into this 20<sup>th</sup> day of April, 2021 by and between the School Board of Escambia County, Florida (“School Board” or “District”) and Learning Sciences FLEO16, LLC (“External Operator”) (collectively, the “Parties”).

WHEREAS, pursuant to Section 1008.33(4)(b), when a school district school earns three consecutive school grades below a “C,” a turnaround option plan must be selected and implemented for that school; and

WHEREAS, the District has determined that a contract with an outside entity that will serve as an external operator of the school is the best option for turnaround for the school and for its long-term success; and

WHEREAS, External Operator meets the definitions of “outside entity” and “external operator” set forth in Section 1008.33(4)(b), Florida Statutes, and Section 6A-1.099811, F.A.C., in that it has demonstrated effectiveness in the academic operations of school district schools and has a successful record of providing support to improve the academic performance of high-poverty, low-performing schools.

NOW THEREFORE, in consideration of the foregoing, and good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. RECITALS. The foregoing recitals are true, correct and incorporated herein by reference.
2. SCHOOL.
  - 2.1. Name and Identification of School. Warrington Middle School (MSID #0561) (“School”), located at 450 S. Old Corry Field Rd, Pensacola, FL 32507 (“Facility”).
  - 2.2. Grades Served. During the term of the Contract, the grades served at the School will be 6<sup>th</sup>, 7<sup>th</sup>, and 8<sup>th</sup>.
3. TERM; EFFECTIVE DATE; STATE BOARD OF EDUCATION APPROVAL.
  - 3.1. Effective Date. This Contract will become effective upon execution by both Parties.
  - 3.2. Term. The Term of this Contract will commence on April 21<sup>st</sup>, 2021 and continue through June 30<sup>th</sup>, 2022, unless terminated earlier as provided in Section 17 or otherwise herein.
  - 3.3. State Board of Education Approval. Should the State Board of Education disapprove the District’s Turnaround Option Plan to implement the external operator option set forth in this Contract, District and External Operator will renegotiate and modify this Contract as

necessary in order to resubmit the external operator as a Turnaround Option and secure approval.

4. RELATIONSHIP OF THE PARTIES.

4.1. Nature of Relationship. The Parties' relationship is contractual, and nothing in this Contract is intended to, or shall, create a partnership or joint venture between the Parties.

4.2. No Agency. Unless expressly provided in this Contract or otherwise agreed in writing, neither Party will be an agent of the other Party or have the express or implied authority to bind the other.

4.3. LEA. The District is the Local Education Agency ("LEA"). Nothing in this Contract is intended to, or shall, delegate the District's responsibilities as LEA to External Operator.

5. RESPONSIBILITIES AND SERVICES OF EXTERNAL OPERATOR.

5.1. General Oversight. External Operator will oversee all School operations and will have access to School grounds at all times during the Term of this Contract.

5.2. Initial School Assessment and Staffing Plan (within two months of Effective Date of contract). After the Effective Date, External Operator will complete a comprehensive needs assessment ("Needs Assessment") for the School. The Needs Assessment will include, at a minimum, review of school staff, leadership, staffing, instruction, curriculum, academic intervention systems, professional learning communities, data teams, common planning, instructional coaching, and the student assessment process. The needs assessment will also review all centralized districts supports to the school, students, staff, and community which includes but is not limited to areas such as budget, facilities, supplies, maintenance, food service, transportation, IT infrastructure and resources. This Needs Assessment will form the basis for the 2021-22 School Plan, which will include a Staffing Plan. The Staffing Plan will then be implemented by the External Operator, in coordination with the District and the Executive Action Team, defined below.

5.3. Preparation for External Operations (Approximately April-June 2021). In and around April 2021, External Operator will prepare the School Leadership team to execute the 2021-22 School Plan, including training for all administrators, school-based instructional coaches and professional learning community leaders. There will be a teacher orientation and training prior to the beginning of the School Year.

5.4. External Operations (Beginning July 1, 2021).

5.4.1. Primary Responsibilities. External Operator will have primary responsibility for all School academic programs; oversight, selection, placement, coaching, evaluation, assignment of responsibilities and re-assignment of School leadership and instructional personnel; professional development; identification, training and coaching of professional learning community leaders, student academic assessment and development of instructional materials.

5.4.2. Outside Contracting. If any elements of School operations are identified in the Needs Assessment or during External Operations as contributing to the School's lack of performance, External Operator will provide notice to the District as set forth herein. If the District does not correct the condition within thirty (30) days following issuance of the notice, External Operator may grant additional time or identify a third party as an outside contractor, through competitive bid for such elements of school operations, which third party contract shall be entered into and paid by the External Operator. This includes, without limitation, consultant services and acquisition of furniture, fixtures, equipment, supplies or educational

materials identified in the Needs Assessment or during External Operations as necessary for the turnaround program at the School.

5.5. Curriculum and Instruction. External Operator will improve the School in terms of student performance on FSA and school grade while implementing next generation instructional systems that will build the capacity of the School to sustain and continue its own improvement in preparation for returning the School to District control as stipulated in the Contract.

5.5.1. The goal of this model is to reach beyond school improvement and attain transformation of the School into a scalable model of rigorous instruction and student engagement, providing a data-driven roadmap designed to empower district leaders and teachers. The model aligns curriculum, culture and instructional systems to attain and sustain high levels of performance through:

- 5.5.1.1. Strong instructional leaders who recognize and support rigorous teaching and learning
- 5.5.1.2. Expert teacher leaders who coach and guide peers to instructional expertise
- 5.5.1.3. Skillful teachers who guide and inspire students to high academic performance
- 5.5.1.4. Engaged students who self-regulate, collaborate, and think creatively with challenging academic content
- 5.5.1.5. Informed and involved families and community members who take pride in the School as an example of world-class education

5.5.2. Curriculum and instruction services will include:

- 5.5.2.1. All professional development for administrators, coaches, PLC leaders, and teachers
- 5.5.2.2. Coaching for principal and administrators, teacher leaders (coaches and PLC leaders), and teachers
- 5.5.2.3. External Operator's Tracker technology with included instructional tools and data systems that are used to enhance instruction
- 5.5.2.4. Implementation of next generation systems to reinvent the School in a replicable, scalable model

5.6. Assessments. The School will continue to use the District's established interim/benchmark assessments and statewide summative assessments. In addition, the School will track daily student progress toward mastery of standards-driven learning targets using External Operator's Standards Tracker technology tool. Data collection through Standards Tracker will be used to develop correlations between daily formative tracking and interim/benchmark and summative assessments and improve teacher accuracy in assessing student evidence of learning progress.

5.7. Background Checks and Screening. External Operator agrees that each of its employees who will be accessing School grounds when students are present or who have direct contact with students, will undergo and meet Level 2 screening and fingerprint requirements as described in Fla. Stat. ss. 1012.32 and 435.04, as conducted by the District at External Operator's expense.

5.8. Reporting. External Operator will make monthly reports of progress to the District through the Executive Action Team.

6. RESPONSIBILITIES OF DISTRICT. In addition to the responsibilities for supporting the School and External Operator's activities as set forth throughout this Contract, the District will have primary responsibility for all non-academic operations of the School, subject to Section 5.4, above, including, without limitation, the following:
- 6.1. School Funding. The District will provide all funding that the School would normally receive, including entitlement funding (e.g. Title I, Parts A, C, D; Title II, Part A; Title III; Title IV, Parts A and B; Title IX, Part A). The District will also ensure that the School is included in applications for competitive grant funding as appropriate to its needs.
  - 6.2. Transportation. The District will receive all revenue pertaining to, and retain primary responsibility for, provision, staffing and payment for all School transportation for all students who reside within the School's attendance zone in a manner comparable to other District schools and as required by law. This includes transportation of students for study, field trips, non-program activities, electives and extra-curricular activities for the School's students to substantially the same extent and in substantially the same manner that the District provides transportation for students in other District schools. If the school hours are extended for tutoring or other special supports to accelerate student academic growth, the District will provide access to transportation for students pending availability of funds.
  - 6.3. Food Service. The District will receive all revenue pertaining to, and retain primary responsibility for, provision, staffing and payment for all School food service at a level of service comparable to other District schools. This includes collection of all documentation necessary for provision of free and reduced-price meals.
  - 6.4. External Operator Office Space. The School will provide private office space for use by the External Operator's School Leadership Coach and Faculty Coaches, with access to telephones, computers and Internet access.
  - 6.5. Facility Maintenance and Security. The District will maintain and repair, at its expense, the Facility and grounds and provide for security and all utilities at the Facility at its expense, in a manner consistent with other District schools. District will be responsible for the facility and will remain responsible for any loss or damage or any liability resulting from the use of its property. Prior to reopening the School in the first year of this Contract, the District will ensure that the School grounds and facilities are clean and in good repair.
  - 6.6. Furniture, Fixtures, Equipment, Supplies and Educational Materials. The District will provide the same furniture, fixtures, equipment, supplies and educational materials in a manner consistent with District schools with comparable school populations. This includes all information technology and related support.
  - 6.7. Technology Tools. Teachers will use External Operator's Standards Tracker and Growth Tracker technology tools. District will ensure that each teacher at School has a tablet or computer with internet access in each teacher's classroom. Teachers will use this tablet or computer every day to track student evidence of learning with Standards Tracker, therefore District will ensure that there are sufficient spare tablets or computers in the event of loss or malfunction of issued tablets or computers. Teachers and teacher teams will use Growth Tracker for collaboration, peer coaching, and professional learning. The School principal, members of the School leadership team, and District will use External Operator's Trend Tracker technology tool to observe, record, and measure trends of schoolwide changes in teaching and learning.

- 6.8. Data Collection, Entry and Management. District and School-level personnel will continue to have primary responsibility for all data collection, data entry and data management for the School. This includes any data resulting from Saturday or summer academic programs that the District and External Operator may decide to implement to accelerate student progress.
- 6.9. Exceptional Student Education. The District will continue to be responsible for compliance with all duties and obligations that it has as the LEA under applicable laws relating to special education services. The District will provide special education staff and services for the School's students in substantially the same manner as the District provides such staff and services to other District schools and in compliance with law. The District will provide such staff and services in a manner that is consistent with the School's academic program and general operations. The District's responsibility for providing such special education services shall include, without limitation, all administrative and procedural aspects of such special education services, including but not limited to referral processes, evaluations, reevaluations, eligibility determinations, placement decisions, compliance with Child Find mandates, and development and implementation of Individual Education Plans, Education Plans and 504 Plans in accordance with applicable laws. This includes behavioral support and creation of safety plans and behavior improvement plans, as needed, and consistent with the support and services provided to other District schools.
- 6.10. English as a Second Language. The District will continue to provide English as a Second Language services and support to the School's students in the same manner that it provides to other District schools.
- 6.11. Tutoring, Before and After Care Programs. School will provide tutoring services for students to help accelerate academic growth. The tutoring program will be designed to address needs identified through data gathered in Standards Tracker from daily classroom monitoring. School before and after care programs that provide student tutoring services will be coordinated with External Operator to ensure that student tutoring is consistent and supportive of School instructional programs. Tutors will participate in training provided by External Operator and use materials supplied by the students' teachers that are consistent with the instructional program.
- 6.12. Summer and Saturday School Programs. Should External Operator determine that summer and Saturday academic programs are necessary to accelerate student progress, External Operator, School, and District will collaborate in establishing a schedule and assigning teachers and students to this program.
- 6.13. LSI Building Expertise Conference Participation. School will send a team consisting of the principal, assistant principal(s), teacher leaders, and District representative to LSI's Building Expertise Conference. The fees for the principal and one (1) assistant principal's registration will be included in the cost of External Operator's services.
- 6.14. Priority of Implementation. External Operator will opt the School out of any initiatives from the District that would, in the External Operator's sole opinion, interfere with the ability of the principal and staff to implement the model. In the case of districtwide initiatives that District demonstrates to External Operator's satisfaction are necessary, External Operator will determine if the School has sufficient resources to participate without impeding progress of the School's improvement work. If School's resources are insufficient, District will provide additional resources to meet this requirement.

7. EXECUTIVE ACTION TEAM. An Executive Action Team will be formed of the Superintendent, Chief Academic Officer, District Chief Human Resources Officer, District Chief Operating Officer, Principal Supervisor, External Operator Practice Leader and External Operator Leadership Coach, or individuals in comparable positions. The Executive Action Team will meet monthly, beginning in the month following the Effective Date, unless the External Operator and District agree to a different schedule. At a minimum, the Executive Action team will review progress of the actions in this Contract and work in good faith to resolve any impediments to success or contractual issues, keeping the best interests of students and the School at the forefront of all discussions. The Executive Action Team will communicate progress of implementation within the District, school board, and the Florida Department of Education, as required.
8. COLLECTIVE BARGAINING PURSUANT TO EDUCATIONAL EMERGENCY. The District acknowledges and agrees that an educational emergency exists with respect to the School, as that term is defined in Section 1001.42(21), Florida Statutes. Therefore, if not already permitted pursuant to existing collective bargaining agreements, immediately following the Effective Date, the District will begin the process of negotiation with the appropriate bargaining units to allow for the implementation of programs, strategies and actions set forth in this Contract. Such negotiations shall result in a memorandum of understanding that addresses the selection, placement, and expectations of instructional personnel and provides the School principal with the autonomy described in Section 1012.28(8), Florida Statutes.
9. SCHOOL HOURS AND CALENDAR. External Operator has the authority to expand the calendar in working days for staff to include summer and professional learning during the year, including Saturdays and non-instructional calendar days. The District will pay teachers according to the training rate for these additional working hours.
10. STUDENT RECORDS AND DATA.
  - 10.1. Access to Student Records. To facilitate provision of the services in this Contract, the District will provide access to External Operator to all student-related records and personally identifiable information contained in such records (collectively “Student Records”) related to students at the School and such other Student Records at the District necessary for External Operator to carry out its duties in this Contract. Pursuant to its obligations under the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232(g), and its implementing regulations, 34 CFR pt. 99, as each may be amended from time to time (“FERPA”), the District acknowledges that, for purposes of this Contract, External Operator is a school official with legitimate educational interests in the Student Records Disclosed to External Operator, pursuant to 34 CFR s. 99.31(a)(1).
  - 10.2. Use of Student Records by External Operator. External Operator agrees to use, maintain, and redisclose Student Records only in accordance with the requirements of FERPA. External Operator agrees that it shall not maintain, use, disclose, or allow access to Student Records except as permitted by this Contract or as otherwise authorized by law, and will use the Student Records disclosed by the District only for the purpose for which such disclosure was made.
  - 10.3. Re-disclosure of Student Records by External Operator. The District acknowledges that External Operator may re-disclose Student Records to third parties in connection with provision of the services in this Contract, as provided in 34 CFR s. 99.33(b), provided that External Operator shall, in advance, provide to the District the names of

such parties, a brief description of such parties' legitimate educational interest in receiving such information. Additionally, the External Operator agrees to provide written assurances from any third party that said party shall abide by all obligations under the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232(g), and its implementing regulations, 34 CFR pt. 99, as each may be amended from time to time ("FERPA")

- 10.4. Use of Data for Research Purposes. External Operator may use aggregated student and teacher data to publish reports on its work at the School or to share such findings in presentations, websites or other publications, so long as such data and reports do not personally identify any individual student or teacher.
11. STUDENT DISCIPLINE. All students at the School will continue to be subject to the District's Student Conduct Code.
12. MULTI-TIERED SYSTEM OF SUPPORT (MTSS). External Operator will implement the District's MTSS model at the School in accordance with State and Federal law.
13. COMMUNICATIONS WITH MEDIA, COMMUNITY AND WITHIN DISTRICT.
  - 13.1. Coordination. District will designate a point of contact for community and public relations to work with External Operator's public relations office. External Operator and District will coordinate on all communications with media outlets. All media communications are to mention both the District and External Operator brands and respective roles at the School. The District and External Operator will collaborate in proactively communicating this project internally and externally to ensure a positive, encouraging message about this opportunity to create a model school. External Operator and District will also collaborate on proactively communicating this project using parent, business, and community outreach strategies. The District support in all such communications shall not be unreasonably withheld.
  - 13.2. Showcase School. External Operator is permitted to utilize the School as a showcase School, subject to compliance with all laws pertaining to student safety. External Operator, School and District may jointly coordinate school tours by representatives of other schools and districts, and other outside entities on a not-to-interfere basis with school operations and instruction.
  - 13.3. Promotional Activities. The district and External Operator will collaborate on promotional activities for School's teachers, students, families, and community. These activities may include the posting of banners, printing and distribution of tee shirts, specially branded academic supplies (planners, pencils, backpacks, etc.).
14. SCHOOL PERSONNEL.
  - 14.1. Employment Status. All personnel assigned to the School ("School Personnel") will be District employees, with their salaries and benefits paid from District funds.
  - 14.2. Incentive Pay. The District and External Operator will work collaboratively to explore pay incentives to encourage teachers to work and remain in the school. Any incentives will be agreed upon between the District and External Operator.
  - 14.3. Personnel Decisions. The District will give the External Operator priority in selecting and placing teachers and administrators for the School. The District will ensure that staffing of the School will be agreed upon between the District and External Operator. This will include one or more assistant principals, as well as school-based, qualified, full-time instructional coaches, as required given the size of the student population and faculty. All School staff will be selected through an interview protocol set by the



External Operator. External Operator will make all School Personnel placement decisions. In the event that an individual is not the best fit for the School as determined by External Operator, the District will reassign that individual.

- 14.4. Budgeting for Personnel at the School and in Support of the School. The District will budget and pay for the staffing at the School. Budgeting for the School will also include funds for additional pay required for School personnel to attend training prior to the start of, and throughout, the School Year and for extended day, as applicable. District will pay teachers assigned to the School for extended and additional work days, for summer professional development, and for summer and extended day work.
  - 14.5. Instructional Personnel. All teachers will be expected to attend professional development prior to the start of each school year, as well as professional development throughout the school year.
  - 14.6. School Leader. The External Operator will collaborate with the appropriate members of the Executive Action Team to supervise, place, evaluate, coach, and remove the School Leader subject to applicable law.
  - 14.7. Evaluation. District evaluation systems for principals, assistant principals, and teachers must be consistent with External Operator's instructional model and expectations. The coherence of the evaluation system will be determined during the Needs Assessment, with any needed corrective actions included in the School plan. Teachers will not be rehired unless they are effective or highly effective instructors pursuant to the District's evaluation system.
  - 14.8. Non-Instructional Personnel. Subject to Section 5.4, the District will budget and staff for all non-academic functions such as guidance, bookkeeping, clerical, custodial, food service and transportation personnel.
  - 14.9. Background Screening and Fingerprinting of School Personnel. The District is responsible for ensuring all background screening and fingerprinting of all School Personnel.
  - 14.10. Employment Records. The District is responsible for maintaining the employment records for all School Personnel.
  - 14.11. Employee Complaints and Grievance. The Parties agree that an employee of a Party with a complaint or grievance will utilize the policy of his or her employer that is applicable to the complaint or grievance and will not be permitted to use the policy of the Party that is not his or her employer.
  - 14.12. Investigations. The Parties agree to work collaboratively on any investigation relating to the School that may involve each other's employees to the extent necessary to promptly and accurately complete any such investigation.
15. FEES FOR SERVICE AND FINANCIAL MATTERS.
- 15.1. Fee for Staffing Plan and Professional Development Plan. External Operator will be paid Twenty-Five Thousand Dollars (\$25,000) for the services provided as described in paragraph 5.2 herein. One-half of the payment of Twelve Thousand Five Hundred Dollars (\$12,500) will be made within 45 days of the execution of this Contract, and the balance of Twelve Thousand Five Hundred Dollars (\$12,500) will be payable on or before July 1, 2021. External Operator will also be paid Fifty Thousand Dollars (\$50,000) for the services provided as described in paragraph 5.3 herein. Payment will be made by August 31, 2021. Should the School receive a grade of "D" or "F" when grades are reported by the Florida Department of Education (FLDOE) following administration of the FSA for the

2020-2021 school year, External Operator will credit Twenty-Five Thousand Dollars (\$25,000) paid for Section 5.2 services toward Payment due for External Operator Services in Section 15.2.

- 15.2. Payment for External Operation Services. Should the School receive a grade of “D” or “F” when grades are reported by the FLDOE following administration of the FSA for the 2020-2021 school year, External Operator will perform services described herein for the purpose of improving student achievement and the School’s grade for the following year. External Operator will be paid Four Hundred Twenty-Five Thousand Dollars (\$425,000) for these services. However, the final 33% of the contract value One Hundred Forty Thousand Two Hundred Fifty Dollars (\$140,250) may not be paid until and unless the EO demonstrates that the school has received a school grade of a “C” for the 2021-2022 school year. If the services of External Operator do not result in this improvement in the School when grades are reported by the FLDOE following administration of the FSA for the 2021-2022 school year, the payment due to the External Operator under this Contract is reduced by the One Hundred Forty Thousand Two Hundred Fifty Dollars (\$140,250).

Accordingly, the District will withhold One Hundred Forty Thousand Two Hundred Fifty Dollars (\$140,250) until after release of the School grade for the 2021-2022 school year. The district will pay the balance of Two Hundred Eighty-Four Thousand Seven Hundred Fifty Dollars (\$284,750) less a credit for the paid SCNA of Twenty-Five Thousand (\$25,000) in ten (10) equal monthly installments of Twenty-Five Thousand Nine Hundred Seventy-Five Dollars (\$25,975). The monthly payments would be charged on the fifteenth (15<sup>th</sup>) day of each month beginning September 15, 2021. The One Hundred Forty Thousand Two Hundred Fifty Dollars (\$140,250) holdback will be paid within forty-five (45) days after the School’s receipt of a grade of “C” as reported by FLDOE for the 2021-2022 school year.

- 15.3. Fee Schedule. External Operator will be paid fees for the services provided pursuant to this Contract according to the Implementation Plans attached hereto as Appendix A and incorporated herein for additional services requested.
- 15.4. Place of Payment. All fee payments shall be made payable to External Operator and sent to the Official Notice address set forth herein.
- 15.5. Governmental Grants. To the extent that governmental grant opportunities become available for the benefit of the School, the Parties shall reasonably cooperate in attempting to obtain such grant funds.
- 15.6. Shared Oversight of School. The District and External Operator mutually agree to the following assurances:
- 15.6.1. Mutual Accountability. The District and External Operator will maintain open and honest communication and continue to work together through the Executive Action Team to share progress updates and take responsibility resolve any impediments to implementation.
- 15.6.2. Principal Participation in Coaching. The schools’ principals will continue to participate in all coaching sessions provided by the External Operator. Such coaching sessions will be mandatory for both the District and the External Operator, and the District will avoid tasking the schools’ principals with activities that cause the principals to miss scheduled coaching sessions. The External Operator will ensure that all coaching sessions take place as scheduled.

- 15.6.3. Evaluation of the Principal. In addition to the District's regular school leader evaluation metrics, evidence of principals' completion of monthly Action Board items will be used to evaluate effectiveness.
- 15.6.4. Selection and Replacement of the Principal or Assistant Principal(s). The District and the External Operator shall ensure the incoming principal and school leadership team have a successful record in leading turnaround schools and the qualifications to support the population being served. Should the school's principal leave the position, the District will consider appointing, if fully qualified, the school's assistant principal who will be fully conversant with the school's model. The District will consult with the External Operator about the selection of the school's successor principal and assistant principal. The District and the External Operator shall complete a Principal Change Verification Form when there is a proposed principal change at the school no later than ten (10) days prior to the proposed principal hire date.
- 15.6.5. Selection of PLC Leaders and School-based Coaches. The school's principal will consult with the External Operator about the selection and placement of PLC leaders and school-based coaches. The school will endeavor to appoint, if fully qualified, teacher leaders from the school who will be fully conversant with the school's model.
- 15.6.6. Coaching, and PLC, and MTSS Models. The school will use the External Operator's coaching and PLC models, and the District MTSS model.
- 15.6.7. Tutoring. The schools' teachers will continue to provide tutoring to accelerate their students' learning growth.

## 16. TERMINATION.

- 16.1. Termination Rights of Both Parties. Either Party may terminate this Contract in the event that the other Party fails to remedy a material breach of this Contract within thirty (30) days after written notice by the non-breaching Party of such breach, unless the non-breaching Party agrees to a longer time period for the cure. If the material breach would affect the health, safety or welfare of students or is not reasonably capable of being cured, then no such notice and opportunity to cure shall be required.
- 16.2. Termination Based on Failure to Improve to School Grade of "C" or Higher. Pursuant to Section 1008.33(4)(d), Florida Statutes, if the School does not improve to a grade of "C" or higher based on the administration of the FSA in the 2021-2022 School Year, the District will be required to select another turnaround option for the School, unless the state board determines that the School is likely to improve to a grade of "C" or higher if additional time is provided to implement the External Operator option. The District will prepare a request for extension for State Board approval if, in District's and External Operator's judgment, the School is likely to improve its grade to "C" or higher within one additional year. If the School does not improve to a "C" or higher within said additional time period, this Contract will terminate at the end of that school year.
- 16.3. Termination of External Operator Option Based on Attainment of 2020-2021 School Grade of "C" or Higher. If the school's 2020-2021 school accountability school grade is a "C" or higher, this contract will be terminated.

- 16.4. Termination by Mutual Written Consent. This Contract may be terminated by mutual consent of both Parties, without penalty to either Party, which such termination to be effective at such time, and upon such other terms, as set forth in such written consent.
- 16.5. Change in Applicable Law. If any change in law is enacted after the Effective Date that will have a material adverse effect on the ability of any Party to carry out its obligations under this Contract, or which change the obligations of either Party with respect to the matters addressed in this Contract, such Party will, at its election and upon written notice to the other Party, request renegotiation of this Contract for purpose of complying with such changes in the law, with any such renegotiation to be undertaken in good faith. If the Parties are unable to renegotiate and agree upon revised terms within thirty (30) days after such notice of renegotiation, then this Contract shall be terminated effective at the end of the fiscal year in which such notice was given.
- 16.6. Effect of Termination. In the event of termination under this Contract, each Party's obligations to the other with respect to the School shall terminate, and no further payments for services not provided past the termination date will be required.
17. INTELLECTUAL PROPERTY. Each of the Parties shall own its own intellectual property including without limitation all trade secrets, processes, techniques, research, proprietary data, and materials in any format. The Parties acknowledge and agree that neither has any intellectual property interest or claims in the other Party's proprietary materials. Any research, materials, processes or techniques created or used by External Operator for or at the School shall be the intellectual property of External Operator. During the Term of this Contract, External Operator grants a non-exclusive license to the District to use such Intellectual Property.
18. PUBLIC RECORDS. External Operator will comply with the requirements of Section 119.0701, Florida Statutes with respect to any records maintained solely by the External Operator relating to the School and which are subject to the Florida Public Records Act.
19. INSURANCE AND IDEMNIFICATION
- 19.1. Learning Sciences International agrees to:
- 19.1.1. Maintain, keep in full force and effect during the term of this CONTRACT and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of general liability and auto liability insurance in the amount not less than one million dollars (\$1,000,000) with an insurance company rated not lower than "A" by A.M. Best and Company. The BOARD shall be named as an additional insured. The policy and evidence of such insurance shall be endorsed so as to provide coverage for all liability hereby contractually assumed by the Signer and a copy thereof shall be delivered to the undersigned before beginning performance of this CONTRACT. Such insurance shall not be subject to cancellation, non-renewal, reduction in policy limits or other adverse change in coverage, except with forty-five (45) days prior written notice to the BOARD, which notice shall be given by U.S. Certified Mail with return receipt requested to the undersigned. No other form of notification shall relieve the insurance company, or its agents, or representatives of responsibility.
- 19.1.2. If this CONTRACT involves performance by officers, employees, agents, or subcontractors of the Signer, the Signer shall also maintain, keep in full force and effect during the term of this CONTRACT and any extensions and renewals thereof, and

- furnish to the undersigned good and sufficient evidence of Workers' Compensation insurance in the amount required by Florida Statutes Chapter 440, and Employer Legal Liability Insurance in the amount of one hundred thousand dollars (\$100,000).
- 19.1.3. Purchase employees' dishonesty/crime insurance for all LSI employees, including faithful performance of duty coverage for the SCHOOL's administrators/principal with an insurance carrier authorized to do business in the State of Florida and coverage shall be in the amount of no less than one million (\$1,000,000.00) dollars per loss/two million (\$2,000,000.00) dollars annual aggregate. In lieu of employee dishonesty/crime insurance, BOARD is willing to accept fidelity bond coverage of equal coverage amount.
  - 19.1.4. Indemnify and hold harmless BOARD, its members, officers, employees and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from: negligence, intentional wrongful acts, misconduct or culpability of the Contractors members, officers or employees or other agents in connection with and arising out of any services within the scope of this Contract; LSI's material breach of this Contract; and any failure by LSI to pay its suppliers or any subcontractors.
  - 19.1.5. Indemnify, protect, and hold the DISTRICT harmless against all claims and actions brought against the DISTRICT by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the SCHOOL except when BOARD supplied or required the SCHOOL to use that material, process, or appliance, and any claims or actions related to violation of any state or Federal statutes or regulations including those referenced in this Contract.
  - 19.1.6. Abide by the attached addenda entitled, "Escambia School District Risk Management Addendum (Regular)" and "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," which are hereby agreed to and fully incorporated herein by reference.
- 19.2. BOARD is a qualified self-insurer under the regulations set forth in the Florida Statutes for worker compensation, general and automobile liability, and professional liability. BOARD shall name LSI as an insured under its self-insured program, as it relates to liability incurred in connection with, or arising out of, any negligence of BOARD's officials, employees, students, authorized agents and authorized representatives with regard to this agreement.
- 19.3. LSI and BOARD shall:
- Notify each other of the existence of any third-party claim, demand or other action giving rise to a claim for indemnification under this provision and shall give each other reasonable opportunity to defend the same at its own expense and with its own counsel, provided that BOARD shall at all times have the right to participate in such defense at its own expense. If either party fails to undertake to defend within a reasonable amount of time, the other party shall have the right to defend, compromise, or settle the third-party claim. LSI and BOARD shall make available to each other, at their expense, such information and assistance as each shall request in connection with the defense of a third-party claim.

20. GENERAL AND MISCELLANEOUS PROVISIONS

- 20.1. Entire Agreement. This Contract governs the entire agreement between the Parties as it relates to the School. All prior representations, understandings and agreements, whether written or oral, are superseded and replaced by this Contract.
- 20.2. Governing Law; Venue. The laws of the State of Florida will govern this Contract, its construction and the determination of any rights, duties and remedies of the Parties arising out of or relating to this Contract, with venue lying in Escambia County, Florida.
- 20.3. Conflict of Interest. Parties shall not directly employ or contract with each other's individual officers, owners, employees, directors, or agents during the term of this agreement. External Operator certifies that its owner, officers, directors, or agents or members of their immediate family do not have an employee relationship or other material interest with the District.
- 20.4. Binding Effect; Counterparts. This Contract shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. This Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument.
- 20.5. Official Notices. All notices and other communications required by the terms of this Contract will be in writing and sent to the Parties hereto at the addresses set forth below (and such addresses may be changed upon proper notice to such addressees). Notice may be given by: (i) certified or registered mail, postage prepaid, return receipt requested, (ii) facsimile (with confirmation of transmission by sender's facsimile machine) or (iii) personal delivery. Notice will be deemed to have been given two days after mailing or on the date of personal delivery or on the date of transmission of a facsimile if on a business day during normal business hours (or, if not, the first business day thereafter). The addresses of the Parties are:

To EXTERNAL OPERATOR:  
LEARNING SCIENCES  
INTERNATIONAL, LLC  
Attention: Michelle Dean  
1641 Worthington Road, Suite 210  
West Palm Beach, FL 33409  
(724) 459-2100 (Office)

To DISTRICT:  
ESCAMBIA COUNTY SCHOOL  
DISTRICT  
Attention: Timothy A. Smith,  
Superintendent  
75 North Pace Blvd  
Pensacola, FL 32505

- 20.6. Assignment. This Contract shall not be assigned by either Party without the prior written consent of the other Party.
- 20.7. Amendment. This Contract will not be altered, amended, modified or supplemented except in a written document approved by both Parties.
- 20.8. Waiver. No waiver of any provision of this Contract will be deemed to be, nor will constitute a waiver of any other provision, nor will such waiver constitute a continuing waiver unless otherwise expressly stated in writing. The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the provisions of this Contract shall not be construed as a waiver or relinquishment of said term or provision, and the same shall continue in full force and effect.

- 20.9. Severability. If any provision or any part of this Contract is determined to be unlawful, void, or invalid, that determination shall not affect any other provision or any part of any other provision of this Contract, and all such provisions shall remain in full force and effect.
- 20.10. Attorneys' Fees and Costs. In addition to any other remedy provided for herein, the predominantly non-prevailing party in any litigation arising out of, or relating to, this Contract shall pay all reasonable costs and expenses (including reasonable attorneys' fees) incurred by the predominately prevailing party in successfully enforcing any covenant or obligation imposed by this Contract against, or collecting any amounts payable under or pursuant to this Contract from, the predominantly non-prevailing party in such litigation.
- 20.11. No Third-Party Rights. This Contract is made for the sole benefit of the Parties, and their affiliates, successors and assigns. Except as otherwise expressly provided, nothing in this Contract will create or be deemed to create a relationship between the parties to this Contract, or either of them, and any third person, including a relationship in the nature of a third-party beneficiary or fiduciary.
- 20.12. Headings and Captions/Interpretation. The headings and captions included in this Contract have been included only for convenience and shall not affect or be taken into account in the interpretation of this Contract.
- 20.13. Successors and Assigns. This Contract will be binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns.
- 20.14. Impossibility. Neither Party shall be in default of this Contract, if the performance of any or all of this Contract is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, hurricane, riot, fire, explosion, war, act of God, sabotage or any other casualty or cause beyond either Party's control, and which cannot be overcome by reasonable diligence and without unusual expense.
- 20.15. The attached Appendix A, External Operator Partnership Model and Detailed Cost Breakdown, is hereby incorporated into this contract.

(THIS SECTION INTENTIONALLY LEFT BLANK)

CONTRACT FOR EXTERNAL OPERATOR  
FOR WARRINGTON MIDDLE SCHOOL  
BETWEEN  
THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA  
AND  
LEARNING SCIENCES INTERNATIONAL

IN WITNESS WHEREOF, the Parties have made and executed this CONTRACT on April 20, 2021 to be effective from April 21, 2021 through June 30, 2022.

THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA

By: William E. Slayton  
William E. Slayton, Chair

APPROVED  
ESCAMBIA COUNTY SCHOOL BOARD

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

APR 20 2021

ATTEST:

By: Timothy A. Smith  
Timothy A. Smith, Superintendent

DR. TIMOTHY A. SMITH, SUPERINTENDENT  
VERIFIED BY RECORDING SECRETARY

LEARNING SCIENCES INTERNATIONAL

By: Michael Toth  
Michael Toth, CEO

Date: 5/11/21

APPROVED FOR LEGAL CONTENT  
FOR APRIL 2021 AGENDA

APR - 8 2021

[Signature]  
GENERAL COUNSEL  
ESCAMBIA COUNTY SCHOOL BOARD



Appendix A  
*External Operator Partnership Model*

**Readiness Services**

**School Comprehensive Needs Assessment (SCNA, April 2021)**

**Dedicated Team, 3-4 days on-site**

- Conditions Diagnostic
- Baseline Rigor Diagnostic Instructional Audit, includes surveys
- Curriculum Needs Assessment
- Classroom and teaching practices observations
- School Leadership Assessment
- PLC observations
- School Leadership Team Assessment
- Instructional Coach interviews
- Faculty interviews
- Planning and Operations Assessment

**Cost - \$25,000**

\*Upon release of school grades for the 2020-2021 school year, if Warrington Middle School is required to execute to submit External Operation, the \$25,000 fee for the SCNA will be applied towards the total cost of the full year implementation.

**Readiness Interventions (April - June 2021)**

**Dedicated School Leadership Coach, 30 days with on-site deliver of the following items, or virtual deliver if requested by the District:**

- Develop a communication plan for the school and community
- Assist in leadership and faculty retention and hiring of new administrators and faculty
- Provide PD for school leadership to execute Year 1 plan, including the instructional model, systems development, PLC, and coaching cycles of support
- Provide teachers with an orientation and PD on the instructional model, PLCs, and high-yield strategies
- Provide resources for Leadership Coach to prepare the school coaches and PLC leaders for the new systems to be implemented during the upcoming school year
- Pre-planning Conditions support with leadership and staff to establish timelines for interventions and support strategies
- Engage in coaching and training of the school leadership team and faculty
- Develop master schedule
- Conduct data analysis and develop school improvement plan
- Create individual student schedules
- Collaboratively plan utilization of all federal and state grants in alignment with the school improvement plan

**Cost - \$50,000**

## **Full Year Implementation (2021-22 SY)**

### **LSI assumes primary school oversight with the following:**

- Oversee all school operations
- Primary responsibility for all school academic programs
- Assignment, reassignment, coaching and evaluation of school personnel
- Identification, training, and coaching of professional learning community leaders
- Student academic assessment
- Monthly scientific metrics including surveys, data analysis and reporting.
- Public relations support
- Monthly project review meetings
- LSI dedicated Faculty and Leadership Coach resources

### **School Leadership Coach (120 days total)**

- Executive coaching for principal to continue developing strong, systemic conditions supportive of rigorous teaching and learning, includes:
  - District Kickoff to launch project and partnership with stakeholders
  - Designing Implementation
  - Continuance of Rigor Diagnostics delivered each quarter
  - Conditions Walks and/or Rigor Walks administered every other week, as needed
  - Monthly Executive Action Team Meetings with project reviews to address barriers and impediments to project success

### **Faculty Coach (264 days total)**

- Dedicated Coaching specific to content area as follows:
  - ELA: 82 days per year
  - Math: 82 days per year
  - Science: 50 days per year
  - Civics: 50 days per year
- Targeted professional development and coaching for teachers
  - Enhancing classroom conditions and routines supportive of rigorous learning
  - ELA and math actions to achieve the standards
  - Standards-based alignment of learning targets and tasks
  - Teacher verification and feedback to students on attainment of learning targets
  - Effective functioning of PLCs focused on student evidence of learning
- Coaching to Strengthen PLCs
  - PLCs will serve as the medium for collegial learning, peer coaching, and professional growth both as a team and as individual practitioners
  - Focus on student-centered learning

### **Dedicated Resources**

- Project leadership and supervision, program management, monthly support and management of project activities, data analysis, logistics, and reporting
- Academic Teaming Toolkits, 1 set for each professional learning day, typically 3 days
- Academic Teaming Material Reproduction Licenses
- Building Expertise 2021 Conference, registration for the Principal and Assistant Principal attendance with complimentary registration for the Principal Supervisor
- *Radical Candor*, Kim Scott (5 copies)

- *The Coaching Habit: Say Less, Ask More & Change the Way You Lead Forever*, Michael Bungay Stanier (5 copies)
- *How I Wish I'd Taught Maths*, Craig Barton (instructional coach and faculty copies)

**Integrated tech tools measuring growth in school leadership effectiveness and teaching practice**

- LSI Trend Tracker® for principals to collect and analyze data about classroom practices and student evidence of learning and to make data-informed decisions for improvement
- LSI Student Evidence Tracker™ for students to track their progress towards attaining daily learning targets and criteria
- LSI Standards Tracker® for teachers to develop standards-based learning targets and success criteria, plan instruction, and formatively assess student progress toward standards mastery
- LSI Growth Tracker® for teachers and teacher teams to grow their instructional expertise through professional development, peer coaching, attainment of micro-credentials

**Cost - \$425,000**

## Detailed Cost Breakdown

Account: Escambia Co School District

Opportunity: Escambia, Warrington MS - EO, Y1, 21-22

Treatment/Solution: External Operator

Product	Qty	Unit Price	Discount	Partnership Price	Line Total
<b>Readiness Phase: June - July 2021</b>					
<b>Leadership Coach - Before June 30, 2021</b>					
School Comprehensive Needs Assessment	1	\$25,000.00	\$0.00	\$25,000.00	\$25,000.00
External Operator - Leadership Coach Session (Onsite, 6 Hour)	1	\$50,000.00	\$0.00	\$50,000.00	\$50,000.00
				<b>Subtotal</b>	<b>\$75,000.00</b>
<b>School Year: 2021-22</b>					
<b>Leadership Coach - July 1, 2021 - June 30, 2022</b>					
External Operator - Leadership Coach Session (Onsite, 6 Hour)	120	\$4,500.00	\$3,473.70	\$1,026.30	\$123,156.00
<b>Faculty Coach - August 2020 - July 2021</b>					
External Operator - ELA Faculty Coach Session (Onsite, 6 Hour)	82	\$4,500.00	\$3,473.70	\$1,026.30	\$84,156.60
External Operator - Math Faculty Coach Session (Onsite, 6 Hour)	82	\$4,500.00	\$3,473.70	\$1,026.30	\$84,156.60
External Operator - Science Faculty Coach Session (Onsite, 6 Hour)	50	\$4,500.00	\$3,473.70	\$1,026.30	\$51,315.00
External Operator - Civics Faculty Coach Session (Onsite, 6 Hour)	50	\$4,500.00	\$3,473.70	\$1,026.30	\$51,315.00
<b>PD &amp; Kits - Delivered during a Faculty Coach session, listed above</b>					
Academic Teaming 101: Student-led Team Basics (Onsite, 6 Hour)				\$0.00	\$0.00
Academic Teaming 201: First Step to Student Team Autonomy (Onsite, 6 Hour)				\$0.00	\$0.00
Academic Teaming 301: Step Back from Your Student-led Teams (Onsite, 6 Hour)				\$0.00	\$0.00
<b>Printed Resources</b>					
Academic Teaming 101: Student-led Team Basics Kit	45	\$299.00	\$149.00	\$150.00	\$6,750.00
Academic Teaming 201: First Step to Student Team Autonomy Kit	45	\$299.00	\$149.00	\$150.00	\$6,750.00
Academic Teaming 301: Step Back from Your Student-led Teams Kit	45	\$299.00	\$149.00	\$150.00	\$6,750.00
<i>The Power of Student Teams</i> , Michael Toth	45	\$29.95	\$9.96	\$19.99	\$899.55
<i>Student Teaming: You got this!</i> , Sara Croll & Deana Senn	45	\$14.95	\$4.48	\$10.47	\$471.15
<i>Taxonomy Crosswalk Quick Reference Guide</i>	45	\$8.95	\$2.68	\$6.27	\$282.15
<i>Radical Candor</i> , Kim Scott	5	\$17.50	\$0.00	\$17.50	\$87.50
<i>The Coaching Habit</i> , Michael Bungay Stanier	5	\$11.73	\$0.00	\$11.73	\$58.65
<i>How I Wish I'd Taught Maths</i> : Dylan William Center Collection	5	\$29.95	\$0.59	\$29.36	\$146.80
<b>Technology</b>					
LSI Growth Tracker Annual License (Building) - New	1	\$1,500.00	\$0.00	\$1,500.00	\$1,500.00
LSI Trend Tracker Annual License (5 Pack) - New	1	\$1,895.00	\$0.00	\$1,895.00	\$1,895.00
LSI Standards Tracker Annual License (Building) - New	1	\$2,500.00	\$0.00	\$2,500.00	\$2,500.00
LSI Student Evidence Tracker Annual License (Individual) - New	45	\$48.00	\$0.00	\$48.00	\$2,160.00
<b>Conference Registration</b>					
2021 Building Expertise Conference Registration, Principal and 1 Assistant Principal	1	\$650.00	\$0.00	\$650.00	\$650.00
2021 Building Expertise Conference Registration, Principal Supervisor	1	\$650.00	\$650.00	\$0.00	\$0.00
				<b>Subtotal</b>	<b>\$425,000.00</b>
				<b>Readiness Phase &amp; School Year: 2021 Total</b>	<b>\$500,000.00</b>
				<b>Less SCNA Credit towards 2021-22 Services</b>	<b>(\$25,000.00)</b>
				<b>Revised Readiness Phase &amp; School Year: 2021 Total</b>	<b>\$475,000.00</b>

**ESCAMBIA SCHOOL DISTRICT PUBLIC RECORDS ADDENDUM**

CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to Section 119.0701, F.S., CONTRACTOR agrees to comply with all public records laws, specifically to:

- A. Keep and maintain public records required by the School Board to perform the service.
  - 1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies and GS7 for Public Schools. (See <http://dos.myflorida.com/library-archives/records-management/general-records-schedules>)
  - 2. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the School Board. Contractor's records under this Agreement include but are not limited to supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.
- B. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. If a Contractor does not comply with the School Board's request for records, School Board shall enforce the provisions in accordance with the contract.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to School Board.
- D. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the Contractor or keep and maintain public records required by the School Board to perform the service. If the Contractor transfers all public records to the School Board upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records kept electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the SCHOOL BOARD.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE SCHOOL BOARD OF ESCAMBIA COUNTY, CUSTODIAN OF PUBLIC RECORDS AT (850)469-6131, SPAYNE2@ECSDFL.US, OR 75 NORTH PACE BLVD., PENSACOLA, FL 32505.**

A Contractor who fails to provide the public records to the School Board within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

Approved:



\_\_\_\_\_  
Ellen D. Odom  
General Counsel  
Escambia County School Board  
75 North Pace Blvd.  
Pensacola, FL 32505  
04/05/21

Initials of Each Signatory:

\_\_\_\_\_  
WED  
\_\_\_\_\_  
TAS  
\_\_\_\_\_  
M7  
\_\_\_\_\_

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Executive Order 12689, and 31 U.S.C. 6101; Debarment and Suspension, 2 CFR Part 417, Subpart C, Responsibilities of Participants Regarding Transactions Doing Business with Other Persons.

(Please read instructions below before completing Certification)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

FLEO16

Learning Sciences ~~Operations~~, LLC

---

ORGANIZATION NAME SPONSOR AGREEMENT NUMBER OR PROJECT

NAME Michael Toth, CEO

---

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S) 5/11/21

SIGNATURE(S) DATE

1. By signing and submitting this form, the prospective lower tier participant is providing the certification above in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ESCAMBIA SCHOOL DISTRICT RISK MANAGEMENT ADDENDUM (REGULAR)

Anything in the foregoing agreement to the contrary notwithstanding, each Signer thereof (other than the School Board, the Superintendent of Schools, the School District, their officers, agents and employees) hereby agrees to:

A. HOLD HARMLESS/INDEMNIFICATION AGREEMENT:

1. Save and hold harmless, pay on behalf of, protect, defend, and indemnify the School Board, (including the Superintendent of Schools, the School District, their officers, agents, and employees) from and against any demand, claim, suit, loss, expense, or damage which may be asserted against any of them in their official or individual capacities by reason of any alleged damage to property, or injury to, or death of any person arising out of, or in any way related to, any action or inaction of the Signer (including its sub-contractors, officers, agents, and employees) in the performance or intended performance of this agreement, or the maintenance of any facility, or the operation of any program, which is the subject of, or is related to the performance of this agreement. The obligations of the Signer pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self-insurance maintained by or for the use and benefit of the Signer.

B. REQUIRED INSURANCE:

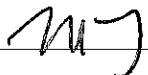
1. Maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of general liability and auto liability insurance in an amount not less than \$1,000,000 with an insurance company rated not lower than "A" by A. M. Best and Company. The School Board shall be named as an additional insured. The policy and evidence of such insurance shall be endorsed so as to provide coverage for all liability hereby contractually assumed by the Signer and a copy thereof shall be delivered to the undersigned before beginning performance of this agreement. Such insurance shall not be subject to cancellation, non-renewal, reduction in policy limits or other adverse change in coverage, except with 45 days prior written notice to the School Board, which notice shall be given by U.S. Certified Mail with return receipt requested to the undersigned. No other form of notification shall relieve the insurance company, or its agents, or representatives of responsibility.
2. If this agreement involves performance by officers, employees, agents or sub-contractors of the Signer, the Signer shall also maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of workers' compensation insurance in the amount required by Florida Statutes Chapter, 440, and Employer Legal Liability Insurance in the amount of \$100,000.

Approved:  
Signer:

Initials of each  
Signer:



Kevin T. Windham, CFE, CSRM,  
Director-Risk Management  
Escambia School District  
75 North Pace Boulevard  
Pensacola, FL 32505

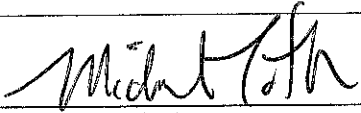
\_\_\_\_\_  
\_\_\_\_\_  


**State of Florida**  
**Vendor Certification Regarding Scrutinized Companies Lists**

Respondent Vendor Name:	Learning Sciences <del>International</del> , LLC <sup>FLE016</sup>				
Vendor FEIN:	86 - 3358016				
Vendor's Authorized Representative Name and Title:	Michael Toth, CEO				
Address:	1641 Worthington Rd. Suite 210				
City:	West Palm Beach	State:	FL	ZIP:	33409
Phone Number:	561-568-7195				
Email Address:	mdean@learningsciences.com				

Section 287.135, Florida Statutes prohibits or limits agencies from contracting with companies, for goods or services, that are participating in a boycott of Israel, are on the Scrutinized Companies that Boycott Israel list, the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria. Both lists are created pursuant to Section 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the sector entitled "Respondent Vendor Name" is not participating in a boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and has not been engaged in business operations in Cuba or Syria. I understand that pursuant to Section 287.135, Florida Statutes, the submission of false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By:	
	AUTHORIZED SIGNATURE
Print Name and Title:	Michael Toth, CEO
Date:	5/11/21