



FLORIDA DEPARTMENT OF EDUCATION

2016 TOP Template

**Turnaround Option Plan (TOP) – Phases 1 and 2
Planning in 2015-16 for Implementation in 2016-17**

*This is a paper form generated to satisfy the requirements of Form TOP-1 and Form TOP-2, incorporated by reference in 6A-1.099811, F.A.C.
(December 2014)*

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Phase 1

Part I: Schools to Be Supported

Pursuant to section 1008.33, Florida Statutes (F.S.), and Rule 6A-1.099811, F.A.C., the district shall submit a Turnaround Option Plan for the school(s) required to plan for turnaround in 2015-16.

Item 1: In the box below, list the full name and Master School Identification (MSID) number for each school to be supported through the district's turnaround plan.

Warrington Middle School (0561)

Part II: Stakeholder Engagement

A. Community Assessment Team

Pursuant to section 1008.345, F.S., the district shall recruit representatives of the community, including the RED, parents, educators, local government and business representatives, and community activists, to establish a Community Assessment Team (CAT) to review performance data in schools earning a grade of F or three consecutive grades of D. Note: The CAT is a districtwide initiative; a School Advisory Council (SAC) cannot replace a CAT.

Item 2: The district shall use the **2016-17 DIAP, Section I.B.2**, to describe the role of the CAT in reviewing school performance data, determining causes for low performance and making recommendations for school improvement.

B. Turnaround Option Selection Process

Item 3: The district shall use the **2016-17 DIAP, Section I.B.2**, to describe efforts to engage and involve stakeholders (including feeder patterns) in the turnaround option selection process, including, but not limited to, providing evidence of parent meetings held at times and locations convenient for parents or guardians.

Part III: Turnaround Option Selection

Pursuant to section 1008.33, F.S., the district shall select a turnaround option to implement in the next full school year should the district be required to implement based on the 2016 school grade.

A. Needs Assessment

The district shall review each school's performance trend data and qualitative information, such as data collected through school visits, surveys and interviews, to develop a plan to address the greatest areas of need across the following domains: Effective Leadership, Public and Collaborative Teaching, Ambitious Instruction and Learning, Safe and Supportive Environment, and Family and Community Engagement.

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Item 4: Describe the needs assessment methodology used by the district and provide a brief summary of the results in the box below.

The district reviewed historic and recent state assessment results, the opportunity to recruit and retain high performing teachers and leaders for Escambia County schools, and trend data for student enrollment. The district will implement the hybrid turnaround model by combining the district managed turnaround with the external partnership models, employing the services of Turnaround Solutions Inc. to assist in providing Warrington Middle School with full time job embedded coaching and leadership partnership. At the same time, the community will be engaged during the 2016-17 school year to revamp the school's programs for the future.

B. Turnaround Option Selection

Item 5: The district must select from the following turnaround options based upon the school's needs assessment. Indicate the selection(s) by marking one or more boxes below with an X.

Option 1: District-Managed Turnaround

The district will manage the implementation of the turnaround plan in the school. *Note: A school that earns a grade of "D" for three consecutive years must implement the district-managed turnaround option.*

Option 2: Closure

The district will reassign students to another school or schools and monitor progress of each reassigned student.

Option 3: Charter

The district will close and reopen the school as one or more charter schools, each with a governing board that has a demonstrated record of effectiveness.

Option 4: External Operator

The district will contract with an outside entity that has a demonstrated record of effectiveness to operate a school.

Option 5: Hybrid

The district will implement a hybrid of turnaround options 1-4 or other reform models that have a demonstrated record of effectiveness.

Item 6: Provide a brief summary of the rationale for the turnaround option selection(s) in the box below.

Warrington Middle School has performed at higher levels in the past and is supported by the community and parents. Under the guidance of Turnaround Solutions Inc.—which has a record of moving low performing schools from turnaround status to model schools—and through a change in administration and school based coaches, the school steadily improved in proficiency despite the implementation of new state standards and assessments. This year, the school continued to see improvement in overall proficiency in Reading (+6 points), Science (+8 points), and Algebra (+7 points), evidence of the positive impact Turnaround Solutions Inc. has on teacher instruction and student achievement since its 2014 partnership with Escambia School District via Warrington Middle School—justifying the need to continue with the district's

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selection of the hybrid model. Turnaround Solutions Inc. will continue to provide daily job embedded professional development for all Warrington Middle School teachers, through Professional Learning Communities, weekly Professional Developments, Data monitoring, and advisement on day-day school operations.

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Implementation Plan

DMT Item 7: Identify one or more of the following Areas of Focus the district will address in the **2016-17 DIAP** by marking the box with an X. **Part III of the DIAP** shall contain the details of how the district will implement the selected Area(s) of Focus and other strategies in order to meet the needs of the school(s) identified in this form.

Area of Focus 1

The district shall identify progress monitoring and summative assessments that will be used in the school(s), the administration frequency of each, how the data will be analyzed, and how changes in instruction will be implemented and monitored. The district shall describe the specific training and follow-up that will be provided to support the implementation of a comprehensive, data-based, problem-solving framework.

Area of Focus 2

The district shall identify the new or revised instructional programs for reading, writing, mathematics and science; the research base that shows it to be effective with high-poverty, at-risk students; and how they are different from the previous programs.

Area of Focus 3

The district shall ensure instruction is differentiated to meet the individual needs of students. Strategies for push-in, pull-out or individual instruction shall be included in the plan.

Area of Focus 4

The district shall conduct a comprehensive search to replace the principal(s), assistant principal(s) and instructional coach(es).

Area of Focus 5

The district shall increase learning time in the school(s), as defined in Rule 6A-1.099811(2)(m), F.A.C., by a total of 300 hours annually; at least 60 percent of time shall support all students (e.g., extended day, week, or year) and up to 40 percent of time may be provided through targeted services (e.g., before school, after school, weekend and summer).

DMT Item 8: In the box below, briefly summarize the strategies the district has included in **Part III of the 2016-17 DIAP** to reduce or eliminate internal systemic barriers and address the needs of the school(s) named in this form.

1. Leadership:

Dr. Regina Lipnick was selected as principal for Warrington Middle School based on her skills as an instructional leader, mentor, team builder and communicator. Her record for leading and gaining parent/community support was well documented in previously held positions. In her third year at Warrington Middle School, continuous improvement in student academic progress has been noted. Dr.

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Lipnick was given latitude to select her assistant principal, deans and other key leadership team members with the support of the Assistant Superintendent of Curriculum and Instruction and the Director for Middle School Education. Dr. Lipnick and her leadership team, including Dr. James Young, President and founder of Turnaround Solutions, Inc. conducted interviews for teaching positions.

During the 2014-15 and 2015-16 school years, Dr. Lipnick was selected to travel to Universities across the country to recruit and hire new teachers. This effort has been a successful venture resulting in excellent recruits for not only Warrington Middle School but also other sites serving high poverty students. The superintendent is committed to the progress of students at Warrington and will unequivocally make necessary changes if academic growth does not continue.

The district has provided training for school administrators and teacher leaders focused on strategies, which have proven to positively impact brain development for children of poverty. October training is scheduled to expand the understanding all teachers have of their ability to increase the capacity of each student to learn. Dr. Tammy Pawloski will lead the training, sharing work that has been done in South Carolina to meet the needs of leaders and teachers preparing to work with students in struggling schools. There are currently no financial incentives being offered for teachers and leaders in struggling schools.

Dr. Lipnick has been given the opportunity to select her administrative support team including assistant principal, deans and behavior specialist. She has engaged Dr. James Young, President and founder of Turnaround Solutions and his instructional coaches in the process of selection and training for the individuals in key positions. The Assistant Superintendent for Curriculum and Instruction and the Director for Middle School Instruction have supported these activities.

2. Human Capital- teacher recruitment, retention and reassignment:

During the 2014-15 and 2015-16 school years, Dr. Lipnick was selected to travel to colleges and universities across the country to recruit excellent teaching candidates. Her efforts have been successful in not only securing promising teachers for Warrington Middle School but also other struggling schools in Escambia County. Instructional coaches assure that instruction is not interrupted due to vacancies. Warrington Middle and other struggling schools were given priority in hiring for the 2016-17 school year including participation in college campus visits and preferred placement at the annual hiring fair, seeing candidates before higher performing school representatives interviewed them. Teachers are asked to sign a commitment to complete the year when hired. Struggling schools were given the opportunity to hire prior to other school sites.

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3. External operator/ partner:

Turnaround Solutions will partner with Warrington Middle School under a Professional Services Agreement. The District Support Team will monitor the deliverables included in the PSA. Frequent visits to the school will provide opportunities to monitor student progress as well as instructional practices through data review and classroom visits. Teacher evaluation data will also be discussed with school leadership with interventions as needed. The instructional coaches hired under the Professional Service Agreement will participate in instructional reviews and report progress in the assigned areas. The Superintendent, Assistant Superintendent for Curriculum and Instruction, Director of Middle School Education, Director of Continuous Improvement, Title I, and Professional Learning will be included in quarterly meetings to review student and teacher data. This team along with district content area specialists will visit the school regularly, with district support on campus at least weekly.

Professional development opportunities are focused on instructional strategies that have been identified through brain research and the Danielson evaluation model as having high impact on student learning. Growth Mindset is the guide for the 2016-17 school year. Administrators and teacher leaders have read the book by Carol Dweck and have begun applying the principles to instruction and daily interactions with students. Content Area Specialists provide monthly updates and strategies for instruction with team leaders who replicate the training, sharing what they've learned on the school campus. Struggling schools have identified priorities for teacher training that focus on both content and pedagogy. First year teachers are assigned a consulting teacher, a highly effective colleague who will mentor, train, support and monitor progress through out the first year of instruction. This partner has broad latitude to provide in class support including planning and delivery of instruction using the *I teach, we teach, you teach model*.

4. Wrap-Around Services and Community Support:

Warrington Middle School is a Positive Behavior Support School, implementing the state model for rewarding appropriate behavior to eliminate aberrant behavior in the school setting. The school developed a unique plan to best meet the needs of Warrington students. The leadership team is focused on school attendance, recognizing that the students must be present in order to benefit from the learning opportunities provided at the school. Outreach to parents further supports development of strategies to support positive behaviors and assist families in accessing available community resources to build social-emotional health. Overlay counseling services are provided for students whose social-emotional health prevents the student from successful classroom participation.

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Elementary schools in the feeder pattern for Warrington Middle School have pre-kindergarten services through the Title I program in partnership with IDEA, Early Learning Coalition and Head Start.

A school social worker is assigned to the school to assist with social-emotional needs of students and families. Mental health services are available under a contractual agreement with Lakeview Center. The school district also provides behavior support through a team of experts in behavior intervention and crisis management. Additionally, the district contracts for health services, which provide a health technician on campus full-time with a registered nurse on campus weekly and on call for emergency needs. Students and families at Warrington Middle School are also eligible to participate in mental health and physical health services provided on the C. A. Weis Community School campus under the Community School Grant and partnership with Children's Home Society.

5. Standards-based Instruction

Proficiency learning targets in reading, math, science, and civics are determined annually based on Florida Standards Assessment Grade Level Item Specifications and adjusted scale score proficiency targets. Warrington Middle School aspires an up to ten percent increase in student achievement in core content tested areas to ensure its exit from Turnaround status at the end of the Implementation Plan.

The increase of rigorous instruction is evidenced in the increase of student academic achievement on the Florida Standards Assessment in the areas of language arts, math, and science. Warrington Middle School has integrated higher order thinking questions/ tasks within core content curriculum, carefully considering text and task cognitive complexity in order to assure appropriate grade level rigor.

Turnaround Solutions, Inc. has created content area curriculum pacing and lesson guides in reading, language arts and math aligned to the cognitive complexity of grade level prerequisite benchmark skills. Lesson content is guided by assessment data disaggregation, alignment to content area standards assessment content focus and complexity/ rigor, taking into consideration the intellectual needs of diverse learners.

Turnaround Solutions, Inc. has developed and implemented instructional lesson frameworks, incorporating designated time allocations for the complete Gradual Release model--whole group teacher explicit instruction and modeling, student independent and collaborative

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practice with strategy-based instruction, and small group, teacher led instruction differentiated for the specific needs of diverse groups of learners. The teacher utilizes most recent summative and formative assessment data to provide targeted instruction for small groups of students.

Turnaround Solutions, Inc. utilizes Discovery Education Assessment, FAIR, Achieve 3000 LevelSet, as well as common assessments aligned to grade level standards and FSA question types to monitor the progress of all students in reading, language arts, math and science bi-weekly. Turnaround Solutions, Inc. provides teachers weekly professional development, as well as job-embedded coaching, in data analysis, development and implementation of small group instruction.

Turnaround Solutions, Inc. ensures students are engaged in a progression of thinking (from recall to evaluative) by monitoring and assisting teachers in developing lessons that adhere to the implementation instructional frames aligned to the Gradual Release of instruction.

Warrington Middle School Administration, with the collaborative partnership of Turnaround Solutions, Inc. has enhanced the school wide learning environment. Warrington Middle School incentivizes students to achieve success in all areas (both academic and non-academic), through the Rocket Rewards Program and Positive Behavior Intervention and Supports Programs.

The Warrington Middle School instructional frame developed by Turnaround Solutions provides opportunities for students to display and share acquired knowledge in daily instruction via small group instruction and end of lesson exit activities.

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Phase 2

Option 4: External Operator

Areas of Assurance

By selecting this option and submitting this form, the district agrees to the following assurances.

Assurance 1

The district shall enter into a contract with a school turnaround organization or Education Management Organization (EMO) to operate the school(s), following established district policies and procedures for contracting with external providers.

Assurance 2

The district shall select an organization with a successful record of providing support to high-poverty, low-performing schools, and shall provide evidence of its qualifications to the department, upon request.

Assurance 3

The district shall ensure teachers are not rehired at the school(s), unless they are effective or highly effective instructors, as defined in the district's approved evaluation system, pursuant to section 1012.34, F.S.

Implementation Plan

External Operator Item 1: For this option, the district shall use the **2016-17 DIAP** in CIMS to provide the details of how the district will address the areas of assurance and meet the needs of the school(s) identified in Phase 1. In the box below, provide the page numbers of the attached **DIAP** where these items are addressed.

The district will partner with Turnaround Solutions Inc. (TS) as the external partner in combination with the district managed turnaround model. TS will provide direct training, coaching, and problem solving to the Warrington and school leadership teams regarding the new curriculum and school improvement problem solving. Focus will also be placed on the school's instructional coaches and use of common planning with reading and math teachers. The District's Continuous Improvement Office will conduct joint Instructional Reviews and walkthroughs with TS to coordinate action steps and strategies to raise student achievement.

TS has an established record of raising student achievement in lower performing schools. For 13 years the Turnaround Solutions Inc. President served as a principal at four schools at the elementary, middle, and high school levels. Three of the schools were designated with a school grade of "F" when the TS President became the principal. Under the direction of the TS President, all three failing schools improved to grades of "A", "B" or "C" within 3 years. The two elementary schools have sustained at least a "C" school grade for nearly a decade. The high school was an Intervene "F" school, having 12 consecutive years of "D" and "F" grades. After two years the school received its first "C" ever. A school grade of "A" was achieved during the third year of its change in administration.

The district and Warrington Middle School Administration will review VAM data for reading and math teachers to remove those lowest

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performing teachers.

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Phase 2

Option 5: Hybrid

By selecting this option, the district shall develop a hybrid of turnaround options 1-4 or other turnaround models that have demonstrated effectiveness in increasing student achievement in similar populations and circumstances.

Areas of Assurance

By selecting this option and submitting this form, the district agrees to the following assurances. The district shall use the **2016-17 DIAP** to document compliance with the assurances.

Assurance 1

In the case where multiple providers may be engaged, the district and organizations shall provide documentation that clearly delineates the roles and responsibilities of each organization and how each works to support or enhance the function of others.

Additional Assurances

If the district is developing a hybrid model that includes components of options 1-4, the district shall comply with all applicable requirements of the respective options, and should include the corresponding assurances in the implementation plan.

Implementation Plan

Hybrid Item 1: The **2016-17 DIAP** shall include the details of how the district will implement the strategies in the school(s) identified for turnaround in order to meet the needs of the school(s) as identified through the needs assessment in Phase 1. Use the box below to enter a brief summary of the strategies the district has included in Part **III of the DIAP** to reduce or eliminate internal systemic barriers and address the needs of the school(s) named in this form.

TS Strategies:

- Modify instruction to merge 21st century strategies into all classrooms
- Embed technology into classroom instruction
- Provide job embedded professional development
- Provide academic coaching for state assessment increases
- Develop content-wide grade consistency
- Provide Effective implementation of Florida State Standards for Math and Reading
- Use technology to track student data
- Increase percentage of students taking advance level courses
- Provide training to conduct student data chats
- Provide training to improve classroom culture and climate

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- Assist teachers making the transition from teacher to student centered group work
- Conduct Professional Learning Communities
- Develop formative and summative assessments
- Align curriculum to state standards
- Improve student engagement
- Improve classroom management
- Effectively communicate with parents
- Use Response to Intervention (RTI) to improve student performance
- Work with school administration to develop a comprehensive intensive remediation program for struggling students
- Work with school leaders to customize schedules for each student
- Assist school administration and teachers in the development of consistent grading policies and procedures for each content area
- Develop curriculum for an enrichment course where students receive additional instruction for core content courses
- Develop a school wide discipline plan
- Develop comprehensive School Improvement Plans
- Develop academic strategies to increase student performance on state exams, end of course exams, and acceleration.
- Develop strategies to increase family involvement
- Develop strategies to improve school culture and climate
- Establish articulation with feeder schools



**THE SCHOOL DISTRICT OF ESCAMBIA COUNTY
PURCHASING DEPARTMENT**

SCHOOL BOARD EXECUTIVE SUMMARY

April 19, 2016

V. b. 2. E. CONSENT AGENDA / PURCHASING

3. Annual Agreement: Turnaround Solutions Inc. for Warrington Middle School

DESCRIPTION OF PURCHASE:

Educational consulting and professional development services to the administrative and instructional staff at Warrington Middle School. The contractor will provide one (1) Educational Manager, one (1) Math Director and two (2) English Language Arts (ELA) / Reading Directors to provide these consulting and professional development services on-site during the agreement term. See attached agreement.

Effective Dates: July 1, 2016 through June 30, 2017.

REQUESTED BY:

Title I

DISTRICT GOAL SUPPORTED:

District Goal #Q.1: To increase rigor at all levels.

District Goal #Q.2: To improve attendance and discipline of students.

District Goal #Q.3: To improve the culture and environment of the school district through clear articulation of high expectations for all stakeholders.

SUPPLIER NAME:

Turnaround Solutions, Inc., Jacksonville, FL

AMOUNT OF PURCHASE:

\$395,000.00

FUNDING SOURCE:

Other Special Revenue Fund (4210) – Title I, Part A, Basic (5303)

METHOD OF PROCUREMENT:

Negotiation

OTHER REFERENCES:

School Board Rule 6Gx17-5.02(7)(F)(7) – Educational Services and Copyrighted Material



School Board of Escambia County, FL Professional Services Agreement

The School Board of Escambia County (the Board) does hereby retain the services of:

Company: Turnaround Solutions, Inc.

Address: 4600 Touchton Road East, Building. 100, Suite 150
Jacksonville, FL 32246

Telephone Number: 904-504-7299 FAX: 904-647-5092

To furnish certain professional services upon the following terms and conditions:

Article 1 - Location and Description of Services

Turnaround Solutions, Inc. (the Contractor) shall provide educational consulting and professional development services during the term of this agreement at Warrington Middle School (450 South Old Corry Road, Pensacola, FL 32507). Services shall be provided as set forth in Schedule A (Turnaround Solutions, Inc. – Services), attached and incorporated herein.

The Contractor will independently perform all services specified in this agreement, except as provided herein. This provision does not apply to secretarial and clerical services needed by the Contractor to assist in the performance of this agreement. The Contractor will not hire District employees to perform any portion of the work or services provided for herein, including clerical, secretarial, and similar incidental services.

Article 2 - Term of the Agreement

The term of this Agreement shall be from the Effective Date, July 1, 2016, through June 30, 2017. The Board reserves the right to terminate this Agreement at any time and for any reason upon giving a minimum of thirty (30) days prior written notice to the Contractor. If the Agreement is terminated for convenience as provided herein, the Board will be relieved of all obligations under the agreement. The Board will only be required to pay to the Contractor that amount of work under the Agreement actually performed to the date of termination. Access to any and all work papers and data collected will be provided to the Board after the termination of the Agreement. The parties understand and agree that the Contractor shall in no event have the reciprocal right to terminate the Agreement; it being understood that the School District of Escambia County's (the District) payment of the agreement fees forms the consideration for the Contractor not having this right to terminate for convenience.

Article 3 - Basis of Payment

The Contractor shall receive compensation for services rendered at a fixed rate of three hundred ninety-five thousand dollars (\$395,000.00) all inclusive. All costs, fees and expenses shall be paid in twelve (12) monthly installments, commencing July 31, 2016, of thirty-two thousand nine hundred sixteen dollars and sixty-seven cents (\$32,916.67) upon submission of invoices specifying the services performed, to include, the training provided, hours and days worked, and summary of work performed by the Contractor.

Article 4 - Payment

To receive payment, the Contractor should submit an invoice to the District's Title I Office (2005 North 6th Avenue, Pensacola, FL 32503) for work and services performed. Payment is due in full no more than thirty (30) days after the invoice date. All bills, invoices, statements or other claims for funds due under this agreement will be submitted to the District no later than thirty (30) days after the expiration of this agreement or they may be deemed waived.

Article 5 - Assignment

The Contractor shall not assign or transfer this agreement or any interest or claim in this agreement without prior written consent of the Board.

Article 6 - Services

Services as set forth in Schedule A shall be provided at Warrington Middle School, 450 South Old Corry Road, Pensacola, FL 32507 or at such training site in Escambia County as agreed to by the parties.

If any services, functions or responsibilities not specifically described in this agreement are necessary for the proper performance and provision of the Services, they shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described in this agreement. The Contractor shall be responsible for providing the supplies and personnel (including management, employees, and training), and other resources as necessary to provide the Services.

Article 7- Non-Liability

In no event shall the Board or the District be liable for any claims or liabilities arising from the services furnished by the Contractor under this agreement.

Article 8 - The Contractor as an Independent Contractor

1. The Contractor shall have sole control over the manner and means of providing the services performed under this agreement. The Contractor's relationship to the Board under this agreement shall be that of an Independent Contractor. The Contractor will not be considered an agent or employee of the Board for any purpose.
2. As an Independent Contractor, the Contractor is responsible for all taxes incident to payments for services herein, including without limitation, all state and federal income taxes payroll and other taxes, and Workers' Compensation.
3. Contractor shall provide all materials necessary for fulfillment of this contract. Warrington Middle School shall duplicate materials that are required for the consulting and professional development services and provide the teacher materials and supplies necessary to implement the services.

Article 9 - Compliance with Laws

The Contractor agrees to comply with all applicable laws, statutes, regulations, rulings, or enactments of any governmental authority. The Contractor shall obtain from third parties, including State and local governments, all licenses and permissions necessary for the performance of the work.

Article 10 - Governing Laws

This agreement is to be governed and construed in accordance with the laws of the State of Florida. The parties agree that jurisdiction for the resolution of any legal issues arising out of this contract shall be solely with the Circuit Courts of Escambia County, Florida. The parties hereby waive venue in any other forum.

Article 11 - Examination of Records

The Contractor agrees that the District, the Comptroller General of the United States of America and/or the Inspector General of the Federal Sponsoring Agency, and the Auditor General of the State of Florida or their duly authorized representatives shall have access to, and the right to examine, any directly pertinent books, papers, and records of the Contractor involving transactions related to this agreement until the expiration of five (5) years after final payment under this agreement, or such longer period as required by law.

Article 12 - Covenant against Contingent Fees

The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingency fee, excepting bona fide established commercial or selling agencies maintained by the Independent Contractor for the purposes of securing business. For breach or violation of this warranty, the Board shall have the right to annul this agreement without liability, or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

Article 13 - Conflict of Interest

The Contractor affirms that, to the best of its knowledge, there exists no actual or potential conflict between the Independent Contractor's family, business, or financial interests and its services under this agreement; and, in event of change in either its private interests or services under this agreement, the Contractor will raise with the District any questions regarding possible conflict of interest which may arise as a result of such change.

Article 14 - General Conditions

- A. If services are to be provided when District students are present, or the Contractor will have access to District funds, or the Contractor will be working directly with students, the following additional provision is herein incorporated and made a part of this agreement by this reference:

Contractor will comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes; by certifying that the Contractor and all of its employees who provide services under this contract have completed the background screening required by the referenced statutes and meet the standards established by the statutes. This

certification will be provided to the District in advance of the Contractor providing any services on campus while students are present. The Contractor will bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Contractor and its employees. The Contractor will follow the procedures for obtaining employee background screening as outlined on the District Website: <http://ecsd-fl.schoolloop.com>. Contractor will provide school a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Contractor will update these lists in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet standards are added. The parties agree that in the event that Contractor fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling the Board to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Contractor agrees to indemnify and hold harmless the Board and the District, their officers and employees from any liability in the form of physical injury, death, or property damage resulting from Contractor's failure to comply with the requirements of this paragraph or Sections 1012.32 and 1012.465, Florida Statutes.

- B. **REQUIRED ENCLOSURE:** The following document is attached, agreed to, and incorporated by specific reference: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions: This form (located on Pages 8 and 9 of this document) must be signed and returned with the agreement. Agreement will not be accepted if this form is not returned.
- C. This agreement constitutes the full agreement of the parties. Any amendment or modification of this agreement shall not be effective unless in writing and executed by the parties.

Article 15 – Risk Management Provisions

Anything in the foregoing Articles 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:**

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 \$1,000,000.00 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 forty-five (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 \$100,000.00.

Article 16 – Confidentiality: Compliance with Student Privacy Laws

- A. The Family Educational Rights and Privacy Act "FERPA" (20 U.S.C. § 1232g and 34 CFR Part 99) permits the Board to disclose personally identifiable information relating to students to certain contractors and approved service providers. The Board has determined that the Contractor is such an organization and as such, the Board may disclose personally identifiable student information to the Contractor and shall require the Contractor to comply fully with FERPA and all other applicable laws and regulations governing student privacy as it relates to the performance of the services provided pursuant to this agreement.
- B. The Contractor shall utilize personally identifiable student information provided by the Board solely for the services provided herein, and for no other reason. The Contractor shall not release any student record data to any third party without the express written consent of the District. Failure to comply with this redisclosure provision shall result in the District's inability to provide student data to the Contractor for a period of not less than five (5) years.
- C. The Contractor agrees that all personal information relating to any participating student or parent received from the Board under this agreement shall remain confidential and not be disclosed to any third party without the prior written consent of such student's parents or legal guardian.

- D. The Contractor acknowledges and agrees that the Board shall make the final determination whether personally identifiable information is necessary to achieve the agreement deliverables or if aggregate data is sufficient. The Board will take reasonable and appropriate measures to reduce the risk of unauthorized disclosure of personally identifiable information by the Contractor.
- E. Upon expiration of the agreement, but not later than August 15, 2017, the Contractor shall destroy all personally identifiable information received from the District pursuant to this agreement. This date may be modified by the Board if the agreement is extended/renewed at the request of the Board.

Article 17 – Guarantee of Performance

The last thirty-two thousand nine hundred sixteen dollars and sixty-seven cents (\$32,916.67) monthly payment to be paid to the Contractor under this agreement will be prorated if student progress at Warrington Middle School does not advance to the degree described below as measured by Florida Standards Assessments (ELA and Mathematics).

2016 and 2017 FSA Math and Reading Assessments will be used for 6th Grade, 7th Grade, and 8th Grade Math and Reading data for comparison, the following two (2) statements will be used to determine "success":

1. An increase of forty percent (40%) of students (each grade level) scoring at the "proficient level" in FSA Reading.
2. An increase of forty percent (40%) of students (each grade level) scoring at the "proficient level" in FAS Math.

If success, as defined in this Article, is obtained the Contractor will receive its final payment as described earlier in this agreement. There are a total of six (6) areas assessed. The Contractor will receive one sixth (1/6) of the final monthly payment of thirty-two thousand nine hundred sixteen dollars and sixty-seven cents (\$32,916.67) for each area that achieves "success" based on the criteria above.

Article 18 – Conformity with Applicable Law

In providing all services under this agreement, the Contractor shall abide by all applicable federal, state and local statutes, ordinances, rules, regulations and standards, as well as the standards and requirements imposed upon the District by federal and state agencies providing funding to the District for the purchase of the Contractor's services.

Approval and Effective Date

This agreement shall not be binding until signed by all parties, as appropriate, and shall be effective as of July 1, 2016.

The School Board of Escambia County, FL: Turnaround Solutions, Inc.:

Bill Slayton, Board Chair

James Young, President

Date

Date

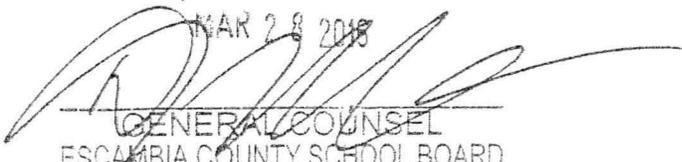
Attest:

Malcolm Thomas, Superintendent

Date

APPROVED FOR LEGAL CONTENT
FOR *April 2016* AGENDA

MAR 28 2016



GENERAL COUNSEL
ESCAMBIA COUNTY SCHOOL BOARD

Certification Regarding Debarment, Suspension, Ineligibility and
Voluntary Exclusion - Lower Tier Covered Transactions

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
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 whom 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 proposal 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 proposal that it will include the clause title "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions, without modification of all lower tier covered transaction and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon certification of a prospective participant in a lower tier covered transaction that it 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.

Certification

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are 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.

NAME OF APPLICANT	AWARD NUMBER AND/OR PROJECT NAME
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

ED 80-00014, 9/90 (Replaces GCS-009 (REV. 12/88), which is obsolete)

Schedule A Turnaround Solutions, Inc. – Services

July 1, 2016 - June 30, 2017

Turnaround Solutions, Inc. shall provide educational consulting and professional development services to the administrative and instructional staff at Warrington Middle School (450 South Old Corry Road, Pensacola, FL 32507) as set forth below:

Duties

Contractor shall provide consultant and professional development in-service to Warrington Middle School according to the work calendar below. As fair and just compensation, the School Board of Escambia County, Florida will pay Turnaround Solutions, Inc. three hundred ninety-five thousand dollars (\$395,000.00). Unless otherwise agreed to by the parties, service will be performed as outlined in this Agreement.

Staffing

Turnaround Solutions, Inc. shall provide one (1) Educational Manager, one (1) Math Director, and two (2) English Language Arts (ELA)/Reading Directors to provide the consulting and professional development services on-site during the Agreement term.

Schedule of Services During Agreement Term

Services shall be provided by the Turnaround Solutions, Inc. Content Area Directors for the number of days below. The number of days represents the total number of combined days provided by the following content areas for each month: ELA/Reading and Math. One (1) day shall equal eight (8) hours or the combination of hours to equate to a full day. Services shall be provided the following number of days for each month during the agreement term. Specific days services are to be provided will be decided by the Principal and Contractor.

- July 2016 – Twelve (12) days
- August 2016 – Nineteen (19) days
- September 2016 – Twenty-One (21) days
- October 2016 – Twenty-three (23) days
- November 2016 – Sixteen (16) days
- December 2016 – Fourteen (14) days
- January 2017 – Nineteen (19) days
- February 2017 – Nineteen (19) days
- March 2017 – Nineteen (19) days
- April 2017 – Nineteen (19) days
- May 2017 – Twenty (20) days
- June 2017 – Twelve (12) days

Total of two hundred fourteen (213) days for each of the three (3) Content Directors.

Services shall be provided by the Turnaround Solutions, Inc. Educational Manager for the number of days below. One (1) day shall equal eight (8) hours or the combination of hours to equate to a full day. Services shall be provided for the following number of days for each month during the Agreement term. Specific days services are to be provided will be decided by the Principal and Contractor.

- July 2016 – Two (2) days
- August 2016 – Two (2) days
- September 2016 – Two (2) days
- October 2016 – Two (2) days
- November 2016 – Two (2) days
- December 2016 – Two (2) days
- January 2017 – Two (2) days
- February 2017 – Two (2) days
- March 2017 – Two (2) days
- April 2017 – Two (2) days
- May 2017 – Two (2) days
- June 2017 – Two (2) days

Educational Consulting and Professional Development Services

During this Agreement, Turnaround Solutions Inc. shall provide, but not be limited to, the following services:

1. Assisting school administration in hiring new staff (conducting interviews, observing candidates sample lessons, conferring with school leadership).
2. Providing training to school leadership and instructional staff on the State Accountability System.
3. Assisting school leadership with the development of a site-specific plan, based on areas assessed on the state-wide and/or District developed exams. The site specific plan shall guide the training, support and professional development provided to the school.
4. Supporting and advising teachers, school leaders and other school-based staff in standards based planning, developing strategies for effective use of data to inform instructional strategies, classroom management, lesson planning, assessments, and data driven instruction.
5. Assisting school leadership with a review and analysis of school data, including the school's School Improvement Plan, formative and summative assessments and school climate data to provide individual strategies and interventions to increase student achievement.
6. Providing the principal/director training or professional development in the areas of school leadership, coaching, mentorship, and setting and monitoring goals.

7. Monitoring the school's implementation of instructional strategies and provide written recommendations for improving student performance.
8. Establishing effective partnerships with community and businesses.
9. Providing tutoring to boys' and girls' basketball teams.
10. Reviewing and analyzing school data, including its School Improvement Plan, student formative and summative assessment data and school climate data to provide individual strategies and interventions to the school's administration regarding strategies to increase student achievement.
11. In addition to the actions and strategies approved for and by the school, the Contractor will:
 - Meet with the school leadership team each week to assess implementation strategies, analyze data and address academic progress.
 - Conduct monthly professional development workshops with instructional staff.
 - Conduct quarterly family involvement events.
 - Organize quarterly career opportunities for students within the community through field trips.
 - Meet with the instructional staff each week to discuss classroom walkthrough results, teacher observations and student data.
 - Meet informally weekly with the school administration, and monthly formally with District personnel, or as requested by the Escambia County School Board to provide a summary of implementation strategies and update of academic progress of Warrington Middle School.
 - Provide a monthly written report, in the format to be provided by the District, to school-based and select District staff. Reports shall include summary of services provided, results and recommendations for ongoing interventions.

Content Area Professional Development

Content Area Professional Development (ELA/Reading and Math) shall include, but not be limited to, the following services:

- Development of Curriculum Calendars
- Year-long timeline
- Monthly Topic planning
- Alignment of curriculum and State Standards
- Strategic planning of lessons to address testing standards in conjunction with course instruction
- Development of weekly Focus Lessons to target critical math content needs
- Professional development trainings
- Assistance with data analysis and data-based planning
- Strategies for developing a classroom learning environment
- Creation of content activities for high-level performance
- Provide training to instructional staff on newly developed Instructional Evaluation
- Provide training and coaching for effective lesson study

- Provide academic coaching for state and district assessments
- Provide professional development for implementation of Common Core/Florida Math and Reading Standards

Job Embedded Professional Development

Job Embedded Professional Development shall include, but not be limited to, the following services:

- Modeling
- Co-teaching
- Conferencing
- Lesson Planning
- Re-teaching

Leadership Development

The Turnaround Solutions, Inc. Educational Manager and Content Area Directors shall work with the school's Leadership Team to:

- Work with administrators to achieve annual learning gains, school improvement goals, and other targets.
- Use multiple sources of data to plan and assess instructional improvement.
- Engage staff in ongoing study of current best practices.
- Establish Accountability Management.
- Enhance Budget Management.
- Develop a School Improvement Plan.
- Demand content and instruction that ensures student achievement of established standards.
- Develop skills necessary for the planning and implementation of change for effective student learning.
- Develop a Data Management System (DMS) based on the needs of the school.
- Assess the curriculum needs in a particular setting.
- Develop curriculum aligned to state standards based upon the needs of the students, the community and the goals of the school.
- Develop an attendance plan. The plan will include monitoring of student attendance and developing procedures and strategies to improve attendance.
- Assist in the development of additional career academies.
- Develop a career program for students, to include establishing partnerships with community and business leaders as well as setting up field trip opportunities for students.
- Develop curriculum for enrichment courses.
- Develop a school climate plan. The plan will include developing a theme, motto, logo, banners, posters etc.
- Develop a school-wide classroom management and discipline plan which

includes a student recognition program.

- Develop a family involvement program which involves organizing quarterly events to increase family involvement such as parent resource nights and coaching nights.
- Develop a comprehensive intensive remediation program for overage, struggling, and students with special needs.
- Establish a Response to Intervention (RtI) roll out system for the school. This includes providing professional development for the instructional staff including monitoring, problem solving, progress monitoring, student screening, and implementation.

Monitoring and Report Submissions

Turnaround Solutions, Inc. shall prepare and submit written monitoring reports, no later than one (1) week after the reporting period, to the Principal and the District (Director of Middle School Education) detailing the following, but not be limited to, items:

- Monthly teacher professional development activities (including agendas of all staff meetings)
- Monthly completed teacher observations and recommendations made to the principal regarding teacher observations.
- Monthly, core curriculum taught including all essential skills and knowledge in each content area.
- Monthly log of job embedded professional development.