

Hillsborough County Public Schools, Procurement Services
RFP# 17146-DST-IV External Operators for Turnaround Schools
Proposals Received

Company Name	Contact	Address	Email	Telephone Number	OSD
Camelot Education	Raymundo Rodriguez	7500 Rialto Blvd, Suite 260, Austin, TX, 78735	rrodriguez@cameloteducation.org	(512) 858-9900	N
Innovative Educational Programs	Winky Jenkins-Rice	287 Childs Road, Basking Ridge, NJ 07920	wjenkins-rice@ieponline.com	(908) 630-9600	N
Learning Sciences International	Michael Toth	1400 Centerpark Blvd, West Palm Beach, FL 33401	rfp@learningsciences.com	(724) 459-2100, ext. 173	N
Phalen Leadership Academies	Earl Martin Phalen	1001 Marina Drive, #410 Quincy, MA 02171	emphalen@phalenacademies.org	(617) 818-1959	N
The Education Partners	Dr. Mary Elizabeth Wilson	70 West 40th Street-6th Floor, New York, NY 10018	mwilson@theeducationpartners.com	(646) 779-3810	N

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

Hillsborough County Public Schools, Procurement Services
RFP# 17146-EST-IV External Operators for Turnaround Schools
Evaluation Committee Members

Member Role	Last Name	First Name	Position	Site	Email
Voting	Clements	Jean	President	Hillsborough Classroom Teachers Association	stephanie.baxter-jenkins@floridaea.org
Voting	Cook	Debbie	Chief Academic Officer	Hillsborough County Public Schools	debbie.cook@sdhc.k12.fl.us
Voting	Lewis	Yvette	President	NAACP	vettlale@gmail.com
Voting	McManus	Tricia	Assistant Superintendent Educational Leadership & Professional Development	Hillsborough County Public Schools	tricia.mcmanus@sdhc.k12.fl.us
Voting	Peters	Harrison	Chief of Schools	Hillsborough County Public Schools	harrison.peters@sdhc.k12.fl.us
Voting	Solomon	Shayla	Parent	Mort Elementary	shayrenae1227@gmail.com
Voting	Tye	Wynne	Assistant Superintendent, Educational Access, Opportunity, and Alternatives	Hillsborough County Public Schools	wynne.tye@sdhc.k12.fl.us
Voting	Whelan	Marie	Interim Human Resources Officer	Hillsborough County Public Schools	marie.whelan@sdhc.k12.fl.us
Voting	Young	Owen	Area Superintendent	Hillsborough County Public Schools	owen.young@sdhc.k12.fl.us
Advisor	Arias	Deb	General Director, Federal Programs	Hillsborough County Public Schools	debra.arias@sdhc.k12.fl.us
Advisor	Heaton	Stephanie	Manager, Accounting Services	Hillsborough County Public Schools	stephanie.heaton@sdhc.k12.fl.us
Advisor	McColister	Jackie	Bookkeeper	Hillsborough Schools Employee Federation	jackie.mccolister@floridaea.org
Advisor	Neale	Jennifer	Administrator on Special Assignment, School Improvement	Hillsborough County Public Schools	jenifer.neale@sdhc.k12.fl.us
Advisor	Smith	Shawn	Parent	Oak Park Elementary	onelifetolive40@gmail.com
Advisor	Snell	Anisa	Parent	Potter Elementary	anissasnell@gmail.com
Advisor	Whaley	Marylou	Director, Office of Community Engagement & Philanthropy	Hillsborough County Public Schools	marylou.whaley@sdhc.k12.fl.us
Facilitator	Murphy	Corey	General Manager	Procurement Services	corey.murphy@sdhc.k12.fl.us
Facilitator	Ortiz	Melanie	Procurement Officer	Procurement Services	melanie.ortiz@sdhc.k12.fl.us
Facilitator	Viamontes	Ivan	Contracts Manager	Procurement Services	ivan.viamontes@sdhc.k12.fl.us

Hillsborough County Public Schools, Procurement Services
RFP #17146-EST-IV External Operators for Turnaround Schools
Evaluation Criteria

PHASE I:	PHASE II:	PHASE III:				
Company Name:						
Evaluation Criteria	Weight (a)	Outstanding 10 points (b)	Adequate to Good 6, 7, OR 8 points (c)	Marginal 3 OR 4 points (d)	Unacceptable 0 points (e)	Weighted Score a x (b,c,d,or e)
The following factors will be considered when evaluating proposals:						
Cover Letter Include proper Bid format, coversheet, licences, and signed forms.	0					0
Tab 1 Utilization of Small Business Enterprises Utilization of HCPS registered OSD vendors and/or OSD registered.	10					0
Tab 2 Organizational Management/Instructional Leadership Experience with turning around low performing schools, evidence of capacity to open a well-designed school with adequate resources	20					0
Tab 3 School Leadership Experience supporting and developing effective school leaders	15					0
Tab 4 Curriculum and Instruction Curriculum aligned with State of Florida standards	15					0
Tab 5 Assessments Evidence of a comprehensive and coordinated approach to assessment	10					0
Tab 6 Professional Development Professional development plan with comprehensive evaluation process	10					0
Tab 7 Cost/Financial Management Services offered and accompanying cost structure	10					0
Tab 8 Culturally Responsive Pedagogy (Florida Statute 1003.42(2)(H))	5					0
Tab 9 Community Involvement Explain plans to authentically engage the community.	5					0
Total	100	0	0	0	0	0
Notes / Comments:						
Print Name: _____ Signature: _____						

Hillsborough County Public Schools, Procurement Services
RFP #17145 External Operators for Turnaround Schools
Scores and Ranking

Scores

	Count	1	2	3	4	5
Category Description		<u>Phalen Leadership Academies</u>	<u>The Education Partners</u>	<u>Camelot Education</u>	<u>Learning Sciences International</u>	<u>Innovative Educational Programs</u>
Tab 1 Utilization of Small Business Enterprises	0	0	0	0	0	0
Tab 2 Organizational Management/Instructional Leadership	1360	720	1000	1360	860	
Tab 3 School Leadership	930	675	855	870	615	
Tab 4 Curriculum and Instruction	600	435	735	975	600	
Tab 5 Assessments	360	360	420	660	300	
Tab 6 Professional Development	520	360	500	650	380	
Tab 7 Cost/Financial Management	530	540	470	520	480	
Tab 8 Culturally Responsive Pedagogy (Florida Statute 1003.42(2)(H))	345	270	195	220	165	
Tab 9 Community Involvement	325	200	240	0	180	
Oral Presentation	610	370	600	740	350	
Cost Effectiveness	1160	720	1080	1100	820	
Totals	6740	4650	6095	7095	4750	

Ranking

Category Description	<u>Phalen Leadership Academies</u>	<u>The Education Partners</u>	<u>Camelot Education</u>	<u>Learning Sciences International</u>	<u>Innovative Educational Programs</u>
Tab 1 Utilization of Small Business Enterprises	1	1	1	1	1
Tab 2 Organizational Management/Instructional Leadership	1	4	2	1	3
Tab 3 School Leadership	1	4	3	2	5
Tab 4 Curriculum and Instruction	3	5	2	1	3
Tab 5 Assessments	3	3	2	1	5
Tab 6 Professional Development	2	5	3	1	4
Tab 7 Cost/Financial Management	2	1	5	3	4
Tab 8 Culturally Responsive Pedagogy (Florida Statute 1003.42(2)(H))	1	2	4	3	5
Tab 9 Community Involvement	1	3	2	5	4
Oral Presentation	2	4	3	1	5
Cost Effectiveness	1	5	2	3	4
Overall Ranking	2	5	3	1	4



EDUCATION SERVICES PROVIDER AGREEMENT

This Education Services Provider Agreement (the “Agreement”) is made and entered into as of March 7, 2018, by and between **Entrepreneurial Ventures In Education** (“PLA” – Phalen Leadership Academies is a wholly owned subsidiary of the non-profit entity Entrepreneurial Ventures In Education, Inc.), an Indiana based non-profit corporation located at 2323 N. Illinois Street, Indianapolis, IN 46208, and **The School Board of Hillsborough County, Florida (the “Board”), as the governing body of Hillsborough County Public Schools** (“HCPS” and together with PLA, the “Parties”), a public school district and political subdivision organized under Section 4, Article IX, of the State Constitution and Florida Statutes, located at 901 East Kennedy Boulevard, Tampa, FL 33602.

WHEREAS, HCPS is the eighth largest school system in the nation, operating 270 schools, with approximately 212,000 students and approximately 25,000 full and part-time employees;

WHEREAS, in November 2017, HCPS sought proposals, via Request for Proposals 17146-EST-IV: External Operators For Turnaround Schools, from school turnaround and/or education management organizations, to operate schools within Hillsborough County (“District”), working as partners with HCPS leaders and communities to achieve dramatic, fundamental improvement in student achievement and school culture;

WHEREAS, HCPS has potentially identified and will subsequently identify district-managed schools in need of turnaround support, intervention, and opportunities for success. The identified schools are characterized by consistent low performance as defined by the State of Florida, s. 1008.34, F.S.

WHEREAS, PLA has proven results with high poverty, urban student populations in school turnaround environments at both the elementary and middle school levels;

WHEREAS, PLA is qualified to provide services as an external operator to improve student achievement for both short-term and long-term success within HCPS;

WHEREAS, PLA subscribes to diversity and equal opportunity and has a history of recruiting, hiring, and promoting with EEO principles in mind; and has implemented practices designed to widen and diversify the pool of candidates considered for employment openings throughout the organization and especially those assigned its client schools.

WHEREAS, HCPS desires to engage PLA to perform those services as a direct educational service provider pursuant to this Agreement.

WHEREAS, it is intended that HCPS shall accomplish its school turnaround goals by utilizing the educational services of PLA. The Board hereby acknowledges this intent and approves this Agreement for direct educational services of HCPS by PLA.

NOW, THEREFORE, in consideration of the above recitals, which are hereby deemed to be incorporated into this Contract as an integral part hereof, and not merely recitals hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, THE PARTIES AGREE AS FOLLOWS:



ARTICLE I:

CONTRACTUAL RELATIONSHIP

A. **Authority.** Pursuant to the relevant sections of Florida state law and established District policies, the Board is authorized to contract with a non-profit entity to provide educational services, to the school(s) within its District boundaries.

B. **Contract.** Acting under and in the exercise of such authority, the Board hereby contracts with PLA for specified functions relating to the provision of direct educational services and school turnaround activities for HCPS. PLA must comply with attachment A: Statement of Work.

C. **Status of the Parties.** PLA is an Indiana non-profit corporation and is not a division or a part of HCPS. HCPS is a public school district and political subdivision organized under Section 4, Article IX, of the State Constitution and Florida Statutes and is not a division or part of PLA. The relationship between PLA and HCPS is based solely on the terms of this Agreement and the Exhibits attached hereto. The Parties to this Agreement intend that the relationship between them created by this Agreement is that of an independent contractor, and that, except as expressly set forth in paragraph D below, no employee of PLA shall be deemed to be an agent of HCPS. PLA is solely responsible for its acts and the acts of its agents, employees, and subcontractors. Employees of PLA, even those assigned to work exclusively at the HCPS sites are not employees of HCPS.

D. **Designation of School Officials for Purposes of FERPA.** Agents and employees of PLA having a legitimate educational interest in student record information, are hereby designated by the Board as “school officials” of HCPS such that they are authorized access to educational records of the HCPS students under 20 U.S.C. § 1232g, the Family Educational Rights and Privacy Act (“FERPA”). “Legitimate educational interest” shall be defined as having a responsibility for helping the student achieve one (1) or more of the educational goals of HCPS or if the record is necessary in order for the employee to perform an administrative, supervisory, or instructional task or to perform a service or benefit for the student or the student’s family. Except as set forth in this paragraph D, no agent or employee of PLA shall be deemed an agent of HCPS. PLA agrees to comply with the terms in Attachment B: Data Sharing.

ARTICLE II

WARRANTIES AND REPRESENTATIONS

A. **Representation.** The Board represents that it has the authority under State law to execute, deliver, and perform this Agreement, to incur obligations provided for under this Agreement, to incur obligations provided for under this Agreement and to contract with PLA for PLA to provide the services set forth in this Agreement on behalf of its District and designated schools.

B. **Certification As to Pending Claims.** The Board certifies that, as of the date of this Agreement, there are no pending actions, claims, suits, or proceedings, to the knowledge of



the school(s), threatened or reasonably anticipated against or affecting the District, which if adversely determined, would have a material adverse effect upon the ability of the District to perform its obligations under this Agreement.

C. **Authority of PLA.** PLA represents and warrants that it is a non-profit corporation organized and existing under the laws of the State of Indiana, with lawful power and authority to enter into this Agreement, acting by and through its duly authorized officers.

ARTICLE III

TERM

A. **Initial Term.** This initial term of this Agreement shall be for a period of one (1)-year following approval from the Board of HCPS. The Agreement shall become effective July 1, 2018 through June 30, 2019 or as mutually agreed upon by both Parties.

B. **Renewals.** This Agreement may be renewed for two (2) additional, one (1) year periods provided all conditions remain unchanged and in full force and effect.

ARTICLE IV

FUNCTIONS OF PLA

A. **Responsibilities.** Under the direction of the Board and pursuant to the Statement of Work outlined in “Exhibit A”, PLA shall be responsible for providing direct educational services to designated schools within HCPS. Such shall functions include:

1. Develop, manage and execute on successful implementation of education program and goals at partner school(s); and
2. Effectively manage and develop teachers; and
3. Effectively manage and develop school support staff; and
4. Conduct teacher and staff trainings; and
5. Collaborate with HCPS management team for the partner school(s); and
6. Provide a high quality educational environment to HCPS students within the partner school(s); and
7. Meet objectives, goals, and deliverables for the partner school(s) as established by the partnership;
8. Abide by applicable local, state, and federal spending guidelines, practices, and laws for use of public funds.
9. Assume authority for decision making on school staffing (as well as time, money, and program which includes but is not limited to:



- (a) In collaboration with HCPS leadership, hire new principal(s) or approve current one(s) at partner school(s);
- (b) Work in partnership with HCPS to develop criteria for determining the best candidate for school administrators;
- (c) Work in collaboration with the principal(s) in hiring and replacing ineffective teachers;
- (d) Recruit a new cohort of instructional staff and support staff for partner school(s);
- (e) Work in partnership with HCPS in developing a criteria for determining the best candidates for administrators, teachers, and other staff at partner school(s);
- (f) Provide core academic and student support services directly or align the services of other programs and support partners, and build internal capacity within the partner school(s)

B. Subcontracts. PLA reserves the right utilize subcontracts to provide some of the services it is required to provide to HCPS under this Agreement. PLA may not subcontract the management, oversight, or operation of the teaching and instructional program without the specific prior written approval of the Board. PLA will receive no additional fee as a result of subcontracting of any services, all of which shall be provided without markup.

C. Place of Performance. Instructional services other than field trips will normally be performed at the facilities of the designated schools. PLA may perform functions other than instruction, such as purchasing, professional development, and administrative functions at off-site locations, unless prohibited by applicable law. HCPS shall provide PLA with the necessary office space at the sites to perform all services described in this Agreement.

D. Acquisitions. All acquisitions made by PLA for the partner school(s) using any funds belonging to the school(s,) including, but not limited to, instructional materials, equipment, supplies, furniture, computers, and other technology, shall be owned by and remain the property of the school(s.) PLA will not add any fees or charges to the cost of the equipment, materials, and supplies purchased from third Parties when it seeks reimbursement for the cost of these acquisitions from the school(s). All supplies, materials, and equipment procured for the school(s) by PLA shall be inventoried by an acceptable method of inventory, and an inventory of the school(s) equipment shall be maintained so that it can be clearly established which property belongs to the school(s).

E. Pupil Performance Standards and Evaluation. PLA is responsible for and accountable to the Board for the performance of students who attend the school(s). PLA shall implement pupil performance evaluations which permit evaluation of the educational progress of each student, using measures of student and school performance required by the District and



such additional measures as shall be mutually agreed upon between the Board and PLA, which are consistent with applicable law.

F. **Legal Requirements.** PLA shall provide educational programs that meet the requirements imposed under applicable state and federal law, and district policies, unless such requirements are, or have been waived.

G. **School Year and School Day.** The school year and the school day shall be determined collaboratively between HCPS leadership and PLA.

H. **Authority.** PLA shall have authority and power necessary to undertake its responsibilities described in this Agreement except in the case(s) wherein such power may not be delegated by law.

ARTICLE V

DISTRICT ASSURANCES

A. **Access to District Central Office Services.** In support of the partner school(s) and partnership with PLA, HCPS shall provide PLA access to designated HCPS central office services.

B. **Special Education Central Office Services.** HCPS acknowledges that it is the Local Education Agency, and that it shall be responsible for compliance with all duties and obligations that it has as the LEA under Applicable Law with respect to special education services, and that PLA is not the LEA. HCPS shall provide special education staff and services in the same manner as HCPS provides such staff and services to other HCPS schools, and in compliance with applicable law. HCPS will provide such staff and services in a manner that, to the extent reasonably practicable, is consistent with the partner school(s) academic program and general operations. Upon request, HCPS shall provide PLA with data relating to the manner in which it provides special education staff and services to other District schools.

1. HCPS' 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 process, evaluations, reevaluations, eligibility determinations, placement decisions, compliance with Child Find mandates, and development and implementation of the Individual Education Plans ("IEPs") for students in the partner school(s) in accordance with applicable law.
2. The Parties shall cooperate, in good faith, with each other with respect to HCPS' provision of special education services to the school's students. PLA's obligation of cooperation shall include, without limitation, ensuring that PLA's teaching and administrative staff fulfill their roles in implementing the school's students IEPs, participating in required meetings, identifying and referring students who attend the school(s) who may be eligible for special education and related services, and providing HCPS with access to students and student information reasonably necessary to enable HCPS to provide special education services as required by this Agreement and applicable law.



C. **ESL Central Office Services.** HCPS shall provide English as a Second Language (“ESL”) Services to the partner school(s) students in the same manner required by applicable law. PLA shall cooperate with HCPS with respect to the District’s provision of such services to the partner school(s) students.

D. **Alternative Education Programs Central Office Services.** PLA may make referrals of students who attend the school(s) to HCPS’ alternative education programs in accordance with HCPS applicable policies and procedures, and such students shall have access to such alternative education programs on the same basis as other HCPS students. PLA may suspend a student enrolled in the school(s) in accordance with the school’s policies and procedures so long as applicable law permits such suspension and the school’s policies and procedures regarding suspension have been approved by HCPS. PLA may recommend expulsion of a student enrolled in the school(s) only in accordance with HCPS policies and procedures regarding expulsion. In the event of such suspension or expulsion, HCPS may review such student’s disciplinary record and procedures related to the suspension or expulsion, and the student may appeal the suspension or expulsion and be eligible for placement in a setting that apply to similarly situated students in other District schools.

E. **Applicable District Procedures.** As an external operator, PLA shall operate under HCPS procedures. In partnership with HCPS, PLA shall conduct a comprehensive needs assessment which shall inform the specific waivers, exemptions and exceptions that PLA and partner school(s) shall have in implementing and executing the turnaround plan. Said waivers, exemptions, and exceptions to HCPS procedures shall not conflict with any state or federal law.

F. **Delegation of Partner School(s) Personnel Decisions to PLA.** Pursuant to Article IV and Article VII, contained infra, HCPS shall delegate and allow PLA to assume authority for decision making on all school staffing decisions. PLA shall endeavor to develop a collaborative candidate evaluation and decision-making process with HCPS to best serve partner school(s) and turnaround goals.

G. **Release of Ineffective Teachers.** HCPS shall ensure that teachers are not rehired at partner school(s), unless they are effective or highly effective instructors, as defined in HCPS’ approved evaluation system, pursuant to section 1012.34, F.S.

ARTICLE VI

OBLIGATIONS OF THE BOARD

A. **Board Policy Authority.** The Board is responsible for determining the fiscal and academic policies that will govern the operation of the school(s), including, but not limited to, policies relative to the conduct of students while in attendance at, or en-route to, school, and policies and regulations governing the procurement of supplies, materials, and equipment to be used at the school(s). The Board shall exercise good faith in considering the recommendations of PLA on issues including, but not limited to, policies, rules, regulations, procedures, curriculum, and budgets, subject to the constraints of law and the requirements of Board policies.

B. **Educational Consultants.** The Board may assign or retain an educational consultant or consultants to review the operations of the school(s) and the performance of PLA



under this Agreement. PLA shall cooperate with the educational consultant or consultants and shall provide those individuals with prompt access to records, facilities, and information as if such requests came directly from the Board. PLA shall have no authority to select, evaluate, assign, supervise, or control any educational consultant employed by the Board, and agrees that it will not bring or threaten to bring any legal action against any educational consultant for the performance of the functions requested to be performed by the Board and which are consistent with this Agreement. The cost to employ an educational consultant shall be paid by the Board.

C. **Evaluation of PLA.** The Board will evaluate the performance of PLA to provide PLA with an understanding of the Board's view of its performance under this Agreement. All evaluations conducted by the Board or a representative of the Board will be provided to PLA in writing, no later than thirty (30) days following the conclusion of the evaluation. PLA will be provided thirty (30) days to respond to the evaluation in writing, if it wishes to do so. Special evaluations may occur at any time at the discretion of the Board.

ARTICLE VII

FINANCIAL ARRANGEMENT

A. **School(s) Source of Funding.** The major source of funding for the school(s) is State school(s) Aid received pursuant to the State school(s) Aid Act, Act 94 of 1979, as amended ("State school(s) Aid"). State school(s) Aid payments are based upon the number of students enrolled in the partner school(s). The school(s) will also receive other payments as may be available from state and federal sources for specific programs and services.

B. **Compensation for Services.** Pursuant to Attachment C, PLA's annual service fee shall be paid in eleven (11) monthly installments, which shall be made on the 10th day of each month. Said payments shall commence on August 10, 2018 with final payment due June 10, 2019. PLA will cooperate with the Board to modify the exact date of any monthly installment payment to coordinate with the timing of the funds received by the school(s), provided that all monthly installment payments must be remitted within thirty (30) days of the original payment date of such monthly installment payment.

C. **Commencement of Services and Compensation.** Pursuant to the Statement of Work attached hereto as Attachment A, PLA shall commence services on July 1, 2018. Pursuant to Attachment C, HCPS shall issue the first payment for services on August 10, 2018. Furthermore, PLA understands that it is possible for one or more currently identified partner school(s) to receive a school grade of "C" as defined by the State of Florida, s. 1008.34 F.S., after July 1, 2018 or receive State of Florida Board of Education approval to implement the current turnaround option for one (1) additional year. If this occurs, HCPS shall compensate PLA for services rendered through the date that notice is provided to PLA regarding such change in a school's status under this Agreement.

D. **Reasonable Compensation.** PLA's compensation under this Agreement is reasonable compensation for services rendered. PLA's compensation for services under this Agreement is not based, in whole or in part, on a share of net profits from the operation of the school(s).



E. **Other Public School Academies.** The Board acknowledges that PLA has entered, or will enter into, management agreements with other public/charter school academies. PLA shall separately account for reimbursable expenses incurred on behalf of the school(s) and other public school academies, and only charge the school(s) for expenses incurred on behalf of the school(s). PLA must maintain separate accounts for the receipt of the school(s) funds and payment of expenses. Comingling of the school(s) funds with PLA funds or funds of other schools is strictly prohibited.

F. **No Other Financial Relationships.** Other than the financial arrangements described in this Agreement, PLA and HCPS shall have no other financial relationships. No lease, promissory notes or other negotiable instruments, lease-purchase agreements, or other financing agreements between the school(s) and PLA shall be permitted, and such arrangements are strictly prohibited.

G. **Access to Records.** PLA shall keep accurate financial records pertaining to its operation of the school(s), together with all the school(s) financial records prepared by or in the possession of PLA (the “Records”), and retain all of these records in accordance with applicable state and federal law and the ESP Requirements. Financial, educational, operational, and student records that are now or may in the future come into the possession of PLA remain the school(s)’s records and are required to be returned by PLA to the school(s) upon demand, provided that PLA may retain copies of records necessary to document the services provided to the school(s) and its actions under the Agreement. The Parties shall maintain the proper confidentiality of personnel, student, and other records as required by law. All school(s) records shall be physically or electronically available, upon request, at the school(s)’s physical facilities. The financial, educational, operational, and student records pertaining to the school(s) are public documents subject to disclosure in accordance with the provisions of applicable law. This Agreement shall not be construed to restrict HCPS’ or the public’s access to these records under applicable law.

H. **Public Records Laws.** PLA acknowledges that this Agreement and all documents submitted to The School Board of Hillsborough County, Florida related to this Agreement are a matter of public record and are subject to the State of Florida Public Records Law Ch. 119 F.S., Art. I s. 24, of the State Constitution, and any other comparable federal laws. PLA further acknowledges that HCPS may post this Agreement on The School Board of Hillsborough County, Florida website. PLA also understands the broad nature of these laws and agrees to comply with Florida’s public records laws and laws relating to records retention. If PLA is acting on behalf of HCPS pursuant to §119.0701 F.S., PLA shall:

- keep and maintain public records that ordinarily and necessarily would be required by HCPS to perform the service, and
- provide the public with access to public records on the same terms and conditions that HCPS would provide the records and at a cost that does not exceed the cost provided in chapter 119 F.S. or as otherwise provided by law, and
- ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, and
- meet all requirements for retaining public records and transfer, at no cost, to HCPS all public records in possession of PLA upon termination of the Agreement and



- destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements, and
• can provide all electronically stored records in a format that is compatible with the HCPS information technology systems

IF PLA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PLA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE HCPS OFFICE OF COMMUNICATIONS AT 901 E. KENNEDY BOULEVARD, TAMPA, FLORIDA 33602. PHONE: (813) 272-4060, EMAIL: PRR@SDHC.K12.FL.US.

I. **Audit Report Information.** PLA will make all of the school(s) Records available to the independent auditor selected by the Board. PLA staff will fully cooperate with said independent auditor.

J. **Bankruptcy of ESP Principal or Officer.** PLA shall notify the school(s)'s Board if any principal or officer of PLA, or PLA (including any related organizations or organizations in which a principal or officer of PLA served as a principal or officer) as a corporate entity, has filed for bankruptcy protection in the last six (6) months or within any applicable preference period, whichever is longer.

K. **Conflict of Interest.** PLA shall have a written conflict of interest policy, a copy of which shall be made available to HCPS upon request. PLA shall not execute contracts with any third Parties for services to be provided to or on behalf of the school(s) where there is a conflict of interest between PLA and the third party.

ARTICLE VIII

PERSONNEL AND TRAINING

A. **Personnel Responsibility.** While partner school(s) staff will remain employees of HCPS, PLA is responsible for working collaboratively with HCPS in providing the school(s) with effective administrators and teachers, instructional support, pupil support, and other staff required to operate the partner school(s) within the staffing and compensation levels approved by the Board in its annual budget (the "School Employees"). In collaboration with HCPS, PLA shall have the authority to select, evaluate, assign, discipline, transfer, and terminate the employment of all partner school(s) Employees. PLA, in its sole discretion, may use an employee leasing agency (the "Leasing Agency") to provide the school(s) Employees; such school(s) Employees will be employees of the leasing agency.

B. **Criminal Background Checks.** To comply with §§ 1012.465 and 1012.467, Florida Statutes, the "Jessica Lunsford Act", all contractors meeting any of the three (3) criteria, (i) be at school when students are present, (ii) have direct contact with students, or (iii) have access to or control of school funds, must be Level II fingerprinted and Florida Department of Law Enforcement (FDLE)/Federal Bureau of Investigations (FBI) screened by the HCPS Professional Standards. The only applicable exception is the "six-foot fence" rule where the Vendor shall perform work, and always remain, in an area separated from students by a chain link fence that is at least six (6) feet high. Those PLA employees will be required to have the statewide JLA badge and the HCPS yellow badge to access HCPS sites. Site personnel will



deny access to contractors violating this requirement. More information is available at <http://www.sdhc.k12.fl.us/doc/164/procurement-jla>.

C. **School Administrator.** PLA will have the authority, consistent with applicable law, and in collaboration with HCPS leadership, to select and supervise the lead school administrator(s) and to hold that individual accountable for the success of the partner school(s). PLA will review the performance of the school(s) administrators with designated HCPS leadership. PLA agrees to provide the appropriate HCPS leadership an opportunity to meet with the school administrator prior to placement and to inform HCPS, in advance, prior to taking any action that would alter the employment status of the school administrator. The school administrator shall have and maintain the appropriate state license to serve as principal of partner school(s). The employment agreement with the school administrator and the duties and compensation of the school administrator shall be determined in collaboration with HCPS and PLA, but that individual must be assigned on a full-time basis to the partner school.

D. **Teachers.** As part of the annual budgeting process, PLA shall make a recommendation to HCPS regarding the number of teachers and the applicable grade levels and subjects required for the operation of the school(s) pursuant to the turnaround plan. PLA shall provide the school(s) with such teachers, qualified in the grade levels and subjects required, as are required by the partner school(s). Such teachers may, at the discretion of PLA, work at the school(s) on a full or part-time basis. If assigned to the school(s) on a part-time basis, such teachers may also work at other partner schools managed by PLA in the same city. Each teacher assigned to or retained by the school(s) shall be an effective teacher with a valid teaching certificate or temporary special permit issued by the Florida Department of Education under the Code, to the extent required under the Code and the Every Student Succeeds Act. Teachers employed by a Leasing Agency shall not be considered teachers for purposes of continuing tenure under applicable law, and shall not be considered employees of the partner school(s) or HCPS.

E. **Support Staff.** As part of the annual budgeting process, PLA shall make a recommendation to HCPS regarding the number of support staff required for the operation of the school(s) pursuant to the turnaround plan. PLA shall provide the school(s) with such support staff, qualified in the areas required, as are required by the partner school(s). Such support staff may, in the discretion of PLA, work at the school(s) on a full or part-time basis. If assigned to the school(s) on a part-time basis, such support staff may also work at other partner schools managed by PLA in the same city. Each support staff employee assigned to or retained by the school(s) shall have received the training and hold the certificates, degrees, or licenses legally required for the position to which they are assigned under the Code and the Every Student Succeeds Act.

F. **Training.** PLA shall ensure training is provided to the school administrators, teachers, and paraprofessionals on a regular and continuing basis and shall ensure that school Employees receive all training required by law. The school administrators, teachers, paraprofessionals, and other support staff employees shall receive such other training as PLA determines is reasonable and necessary under the circumstances.



ARTICLE IX

TERMINATION OF AGREEMENT

A. **Termination by the Board for Convenience.** The Board shall have the right to terminate this Agreement without cause, upon written notice of such termination provided not less than thirty-(30) days prior to the date that such termination is to be effective, or with such lesser notice to HCPS may deem appropriate under the circumstances. If HCPS elects to terminate this Agreement without cause, HCPS shall compensate PLA for all satisfactory goods and services provided prior to the date of termination. If a notice of termination is given, PLA shall perform all covenants and provisions of this Agreement until the date of termination specified in the written notice of termination.

B. **Termination by PLA for Cause.** This Agreement may be terminated by PLA for cause prior to the end of the term specified in Article III in the event the school(s) fails to remedy a material breach within a period reasonable under the circumstances, which shall not be longer than sixty-(60) days after notice from PLA. A material breach by the school(s) may include, but is not limited to, a failure to carry out its responsibilities under this Agreement, such as a failure to make payments to PLA as required by this Agreement; a failure to give consideration to the recommendations of PLA regarding the operation of the partner school(s); or violating the applicable law. In order to terminate this Agreement for cause, PLA is required to provide the Board with written notification of the facts it considers to constitute material breach and the period of time within which the school(s) has to remedy this breach. After the period to remedy the material breach has expired, PLA may terminate this Agreement by providing the Board with written notification of termination.

C. **Non-Appropriation of Funds.** HCPS payment obligations are conditioned upon the availability of funds that are appropriated or allocated for the payment of goods and services. If such funds are not allocated and available, HCPS may terminate this Agreement at the end of the period for which funds are available and shall notify PLA at the earliest possible time before such termination. No penalty shall accrue to HCPS and shall not be obligated or liable for any future payments due or for any damages due to termination under this section.

D. **Change in Law.** If any federal, state, or local law, regulation, or court decision has a material adverse impact on the ability of either party to carry out its obligations under this Agreement, then either party, upon written notice to the other, may request renegotiation of the Agreement. If the Parties are unable or unwilling to renegotiate the terms within ninety-(90) days after said notice, the party requesting the renegotiation may terminate this Agreement on one hundred and twenty-(120) days further written notice.

E. **Rights to Property upon Termination.** Upon termination of this Agreement, anything purchased with state school aid funds (or other school(s) funds) shall remain the exclusive property of the school(s). PLA shall have the right to reclaim any usable property or equipment (including, but not limited to, desks, computers, copying machines, fax machines, and telephones) that were purchased by PLA with PLA funds. Fixtures and building alterations or any kind are the sole property of the school(s).

F. **Transition.** In the event of termination of this Agreement for any reason by either party prior to the end of the Agreement's term, PLA shall provide the school(s) reasonable assistance for up to ninety (90) days after the effective date of the termination to



allow a transition back to a regular school program or to transition to another education service provider. PLA may charge a reasonable fee for such services, which shall be no higher on a per month basis than the average standard monthly fee paid during the regular term of this Agreement. Upon termination, PLA shall without charge: (i) organize and prepare the school(s) records for transition to a new ESP, if any; (ii) organize and prepare student records for transition to a new ESP, if any; and (iii) provide for the orderly transition of employee documentation, if any, without disruption to staffing.

ARTICLE X

PROPRIETARY INFORMATION

A. **Copyright and Proprietary Information.** All instructional materials, training materials, curriculum, lesson plans, and any other materials developed by PLA, its employees, agents, or subcontractors, or by any individual working for or supervised by PLA, which (i) were directly developed and paid for by the school(s), or (ii) were developed by PLA at the direction of the Board using school(s) funds, shall be considered “work made for hire” as such term defined in Section 101 of the Copyright Act, 17 U. S. Code, Section 101 and the school(s) shall own all copyright and other proprietary rights to such instructional materials, training materials, curriculum, lesson plans, and any other materials.

PLA shall defend, indemnify, and hold HCPS and its successors and assigns harmless from and against all third-party claims, suits and proceedings, and all damages, liabilities, costs and expenses (including reasonable attorneys’ fees and court costs) incurred because of (i) infringement by PLA of any third-party patent, copyright or trademark, or (ii) misappropriation by PLA of any third-party trade secret relating to any of the foregoing.

B. **Required Disclosure.** The school(s) shall be permitted to report any new teaching techniques or methods of significant revisions to known teaching techniques or methods to HCPS and to the Florida Department of Education, which teaching techniques or methods may thereafter be made available to the public.

ARTICLE XI

INDEMNIFICATION

A. **Indemnification of PLA.** PLA’s officers, directors, and employees shall not be responsible for any claims, demands, suits, or other forms of liability that may arise out of, or by reason of, employment of former employees, prior relationships with vendors and any noncompliance by the school(s) with any agreements, covenants, warranties, or undertakings of the school(s) contained in or made pursuant to this Agreement; and any misrepresentation or breach of the representations and warranties of the Board contained in or made pursuant to this Agreement. In addition, and to the extent permitted by law, the school(s) shall reimburse PLA for all reasonable legal expenses and costs associated with the defense of any such claim, demand, or suit. HCPS shall not be liable to pay a claim or a judgment by any one person which exceeds the sum of \$200,000 or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by HCPS arising out of the same incident or occurrence, exceeds the sum of \$300,000.



B. Limitations of Liabilities. The school(s) may assert all immunities and statutory limitations of liability in connection with any claims arising under this Agreement. Subject to the limitations of § 768.28, Florida Statutes, HCPS shall not be liable to pay a claim or a judgment by any one person which exceeds the sum of \$200,000 or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by HCPS arising out of the same incident or occurrence, exceeds the sum of \$300,000.

C. Indemnification of the School(s). PLA shall indemnify and hold the school(s) (which term for purposes of this Paragraph C, includes the school(s)'s officers, directors, agents, and employees) harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any noncompliance by PLA with any agreements, covenants, warranties, or undertakings of PLA contained in or made pursuant to this Agreement and any misrepresentation or breach of the representations and warranties of PLA contained in or made pursuant to this Agreement. In addition, PLA shall reimburse the school(s) for any and all reasonable legal expenses and costs associated with the defense of any such claim, demand, or suit. The indemnification requirements of this paragraph may be met by the purchase of insurance in a form and amounts acceptable to the school(s).

D. Indemnification for Negligence. PLA, and PLA's Owners, Board of Directors, partners, officers, employees, agents, and representatives, will not be responsible for the negligence or intentional activity of the school(s)'s directors, officers, employees, agents, or representatives. PLA shall indemnify and hold harmless the school(s), and the school(s)'s Board, officers, employees, agents, and representatives, from any and all claims and liabilities which the school(s) may incur and which arise out of the negligence or intentional activity of PLA's owner, directors, officers, employees, agents, or representatives.

HCPS shall not be liable to pay a claim or a judgment by any one person which exceeds the sum of \$200,000 or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by HCPS arising out of the same incident or occurrence, exceeds the sum of \$300,000.

ARTICLE XII

INSURANCE

A. Insurance for the School(s). The school(s) shall secure and maintain such policies of insurance as required by HCPS. This coverage shall include the building and related capital facilities if they are the property of the school(s). The school(s) shall maintain such insurance in amounts and on such terms as required law and relevant Board policies, including the indemnification of PLA required by this Agreement. The school(s) shall, upon request, present evidence to PLA that it maintains the requisite insurance in compliance with the provisions of this paragraph. PLA shall comply with any information or reporting requirements applicable to the school(s) under its policy with its insurer(s), to the extent practicable.

B. Insurance for PLA. PLA shall secure and maintain such policies of insurance as required by HCPS, with the school(s) and District listed as additional insureds. PLA shall maintain such insurance in amounts and on such terms as are reasonably acceptable to the school(s) and as required by HCPS policy, including the indemnification of the school(s) required by this Agreement. PLA shall, upon request, present evidence to the school(s) and



HCPS that it maintains the requisite insurance in compliance with the provisions of this paragraph. The school(s) shall comply with any information or reporting requirements applicable to PLA under PLA's policy with its insurer(s), to the extent practicable. Any policy of insurance maintained by PLA must include coverage for sexual molestation or abuse, must name the District as an additional, named insured, and shall not be changed, revoked, or modified absent thirty-(30) days' notice to HCPS. In the event HCPS modifies the level, type, scope, or other aspects of such coverage, then PLA shall undertake like and similar modifications within thirty-(30) days of being notified of such change.

C. **Self-Insurance.** PLA understands that pursuant to the authority granted by Florida Statutes 768.28 and 234.03, HCPS maintains a formal program of self-insurance for general liability, property damage, and automobile liability and workers' compensation coverages. The HCPS funded self-insurance program provides coverage of \$200,000 per person and \$300,000 each occurrence.

D. **No Waiver of Sovereign Immunity.** Nothing herein contained shall be deemed or construed as a waiver of sovereign immunity as provided by § 768.28, Florida Statutes, by any agency or political subdivision to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by HCPS to be sued by third parties in any matter arising out of this Agreement.

E. **Workers' Compensation Insurance.** Each party shall maintain workers' compensation insurance when and as required by law, covering their respective employees.

**ARTICLE XIII
MISCELLANEOUS**

A. **Force Majeure.** Neither party shall be liable if the performance of any part or all of this Agreement is prevented, delayed, hindered, or otherwise made impracticable or impossible by reason of any strike, flood, riot, fire, explosion, war, act of God, sabotage, accident, or any other casualty or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unusual expense.

B. **Notices.** All notices, demands, requests, and consents under this Agreement shall be in writing, shall be delivered to each party, and shall be effective when received by the Parties or mailed to the Parties at their respective addresses set forth below, or at such other address as may be furnished by a party to the other party:

If to PLA:

Earl Martin Phalen, CEO
1001 Marina Drive Apt. #410
Quincy, MA 02171

If to HCPS:

General Manager of Procurement Services Team
901 East Kennedy Boulevard
Tampa, Florida 33602

And a copy to PLA's General Counsel:

Nicole J. Scott, Esq.
4896 Hunt Road #205
Blue Ash, OH 45242



C. **Severability.** The invalidity of any of the covenants, phrases, or clauses in this Agreement shall not affect the remaining portions of this Agreement, and this Agreement shall be construed as if such invalid covenant, phrase, or clause had not been contained in this Agreement.

D. **Successors and Assigns.** This Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns.

E. **Entire Agreement.** This Agreement is the entire agreement between the Parties relating to the services provided and to the compensation for such services by the Parties. Any modification to this Agreement must be made in writing, approved by the Board and PLA, and signed by a duly authorized officer of each.

F. **Amendments and Modifications.** This Agreement shall not be altered amended, modified, or supplemented without the prior written consent of both Parties.

G. **Non-Waiver.** A failure of a party in exercising any right, power, or privilege under this Agreement shall not affect such right, power, or privilege, nor shall any single or partial exercise thereof preclude any further exercise thereof or the exercise of any other right, power, or privilege. The rights and remedies of the Parties under this Agreement are cumulative and not exclusive of any rights or remedies which either party may otherwise have.

H. **Assignment.** PLA may not assign this Agreement without the prior written approval of the Board. Any assignment must be done in a manner consistent with the District's Policies.

I. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute with respect to this Agreement is subject to the laws of Florida, venue in Hillsborough County. Each party shall be responsible for its own attorneys' fees and costs incurred because of any action or proceeding under this Agreement.

J. **Delegation of Authority.** Nothing in this Agreement shall be construed as delegating to PLA any of the powers or authority of the Board that are not subject to delegation by the Board under Florida law.

K. **Compliance with Law.** The Parties agree to comply with all applicable laws and regulations in their performance of this Agreement.

L. **The Patient Protection and Affordable Care Act.** PLA agrees that it will offer no less than the Minimum Essential Coverage, as that term is defined in the Patient Protection and Affordable Care Act (PPACA) and related regulations, to any agents, servants, employees, assigns, independent contractors, or anyone else retained by PLA for the performance of its obligations under this Agreement who spend more than thirty (30) hours per week on average performing services for HCPS.

Except as expressly provided herein, PLA agrees to assume complete responsibility and liability and indemnify HCPS for any fines, penalties, taxes, excise taxes or other amounts incurred by HCPS related to agents, servants, employees, assigns, independent contractors, or anyone else retained by PLA for the performance of its obligations under this Agreement. This includes any fines, penalties, taxes, excise taxes, or other amounts incurred by HCPS based on PLA's failure



to comply with requirements under the PPACA including any failure to offer PPACA compliant minimum essential coverage that is affordable and provides minimum value to any agents, servants, employees, assigns, independent contractors, or anyone else retained by PLA for the performance of its obligations under this Agreement.

M. Public Entity Crimes. Per the provisions of Florida Statute 287.133 (2) (a), “a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a vendor, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute 287.017 for category two for a period of 36 months from the date of being placed on the convicted vendor list.”

PLA certifies, by submission and signature of this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of Florida Statute 287.133 (2) (a).

N. Federal Debarment. PLA certifies, by submission and signature of this Agreement, that the Vendor complies fully with the Federal Debarment Certification regarding debarment suspension, ineligibility, and voluntary exclusion as required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR, part 85, as defined at the 34 CFR part 85, sections 85.105 and 85.110-(ed80-0013).

[The remainder of this page is intentionally blank. Signature page follows.]



IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

PHALEN LEADERSHIP ACADEMIES


By: _____
Earl Martin. Phalen, CEO

Dated: March 2, 2018

THE SCHOOL BOARD OF HILLSBOROUGH COUNTY, FLORIDA

By: _____, Board Chair

Dated: _____



ATTACHMENT A:
PHALEN STATEMENT OF WORK
17146-EST-IV: EXTERNAL OPERATORS FOR TURNAROUND SCHOOLS

Phalen is excited to explore the ability to work with Hillsborough County Public Schools to further support the educational success of students. Below please find our revised statement of work.

A. District Requirements. Phalen agrees to the following district requirements:

- Not pay for preparation of program (payments to begin at start of school year)
- Be able to terminate upon 30-day notice with or without cause
- Receive monthly updates as to progress and steps taken
- Be able to approve/deny additional monetary/services requirements
- Be able to spread the award of schools (among the seven) to other vendors

B. Scope of Services. Below please find Phalen's scope of services:

1. Oversee Successful Implementation and Completion of Education Program and Goals - Led by PLA Director of Academics and Educational Services Team.

(a) PLA will support the success of the schools by implementing the education program and goals as set forth in the contract. The responsibilities include: implementing and overseeing the educational program, day-to-day management, leadership and operations, including the selection of instructional materials, personnel, equipment, technology, supplies necessary to implement the educational program, as well as the administration of extracurricular activities and programs, selection, hiring, management and supervision of all employees assigned to perform services at each academy.

(b) PLA will also support the operation and maintenance of the schools' buildings, to the extent consistent with any and all leases pertaining, subject to Board approval where necessary, and any other function necessary or expedient for the administration of this agreement.

(c) Further, PLA will support the schools by identifying methods of pupil assessment, admission policy and criteria, school calendar and school day schedule, age and grade classifications, pupil enrollment, and methods to be used to monitor performance towards targeted educational outcomes. Several of these processes may already be in place, but PLA can help augment in a way that will support continued growth and increased student proficiency.

2. Effectively Manage Teachers - Led by PLA Director of Academics and Educational Services Team.



(a) PLA will support school leaders to determine the number of teachers qualified in the grade levels and subjects, and needs of each school. We will ensure that the curriculum taught by such teachers shall be consistent with the educational design specified in the contract.

(b) PLA will provide oversight and vetting to ensure all teachers have the credentials, certifications and experience as required under their contract, the contract, and applicable laws.

(c) Further, PLA will ensure that each teacher assigned to or retained by the schools are highly qualified, as defined by the Florida Board of Education, with a valid teaching certificate, or temporary special permit issued by the State of Florida Board of Education.

3. **Effectively Manage School Support Staff** - Led by PLA Director of Operations, Director of Academics, and our Operations and Educational Services Team. PLA will support school leaders by determining the number and the functions of qualified support staff required to efficiently operate each school.

4. **Conduct Teacher and Staff Training** - Led by PLA Director of Teaching and Leadership Development and Educational Services Team.

(a) PLA will provide training to school staff in areas such as curriculum, assessment, using data to drive instruction, effectively partnering with parents, effective classroom and behavior management, and more.

(b) Staff will receive at least the minimum hours of professional development required by applicable laws. The educational materials and teaching techniques used by the academies are subject to disclosure under Florida statutes and the Freedom of Information Act.

5. **Administer Special Education Services Required by Law** - Led by PLA Director of Special Education and Educational Services Team. Each school is part of the HCPS Local Educational Agency (“LEA”), and will be responsible for compliance with all duties and obligations that it has under applicable law with respect to special education services. PLA will provide special education services to students who attend the schools in conformity with the requirements of applicable law, regulations and Board policies.

C. **Timeline of Services.** Please see below for our estimated timeline of services.

Task	Responsible Staff	Timetable
Educational Program		
Assess and align core academic curricula	PLA Academics Team in collaboration with School Staff	April, 2018 – May, 2018
Review school day schedule and align with educational programming to maximize student learning time	PLA Academics Team in collaboration with School Staff	April, 2018 – May, 2018
Review, assess and align special educational	PLA Special	April, 2018 – May, 2018



Programming	Populations Team in collaboration with School Staff	
Review, assess and align English Learner programming	PLA Special Populations Team in collaboration with School Staff	April, 2018 – May, 2018
Align pacing guides with curriculum in core subjects	PLA Academics Team in collaboration with School Staff	May, 2018 – June, 2018
Ensure curricula and instructional materials are effectively customized for special education students	PLA Special Populations Team in collaboration with School Staff	May, 2018 – June, 2018
Ensure curricula and instructional materials are effectively customized for EL students	PLA Special Populations Team in collaboration with School Staff	May, 2018 – June, 2018
Identify and align interim, formative and benchmark assessment tools	PLA Academics Team in collaboration with School Staff	May, 2018 – June, 2018
Ensure student assessments are effectively customized for special education students	PLA Special Populations Team in collaboration with School Staff	May, 2018 – June, 2018
Ensure student assessments are effectively customized for EL students	PLA Special Populations Team in collaboration with School Staff	May, 2018 – June, 2018
Identify, align and integrate student data management system with educational program and assessment framework	PLA Academics Team in collaboration with School Staff	May, 2018 – June, 2018
Review, assess and align enrichment courses and programming	PLA Academics Team in collaboration with School Staff	May, 2018 – June, 2018
Assess and align technology needs with educational program	PLA Academics Team in collaboration with School Staff	May, 2018 – July, 2018
Select educational equipment and supplies in alignment with school needs	PLA Academics Team in collaboration with School Staff	May, 2018 – July, 2018
Educational supplies and equipment procured	PLA Academics Team in collaboration with District Procurement Staff	July, 2018

Task	Responsible Staff	Timetable
Review educational vendors and partners to determine effectiveness	PLA Academics Team in collaboration with School Staff	May, 2018 – July, 2018



Review and align student behavior management policy	PLA Academics Team in collaboration with School Staff	May, 2018 – July, 2018
Ensure student behavior management policy is effectively customized and inclusive of special education students	PLA Special Populations Team in collaboration with School Staff	May, 2018 – July, 2018
Ensure student behavior management policy is effectively customized and inclusive of EL students	PLA Special Populations Team in collaboration with School Staff	May, 2018 – July, 2018
Assess and align wraparound student support service providers, including special education and EL services	PLA Academics Team in collaboration with School Staff	May, 2018 – July, 2018
Finalize agreements with programmatic partners	PLA Academics Team in collaboration with School Staff	May, 2018 – July, 2018
Review, align and plan athletics program and extracurricular options	PLA Academics Team in collaboration with School Staff	May, 2018 – July, 2018
Align and identify teacher assignments by grade level and classroom	PLA Academics Team in collaboration with School Staff	June, 2018 – July, 2018
Oversee and provide ongoing guidance on the execution of the educational program	PLA Academics Team in collaboration with School Staff	August, 2018 to May, 2019
Provide high quality, and state compliant special education services	School Staff with guidance from PLA Special Populations Team	August, 2018 to May, 2019
Oversees ongoing SPED program compliance, including identification, assessments, delivery and services to students	PLA Special Populations Team	August, 2018 to May, 2019
Facilitate performance monitoring meetings to gather feedback and tackle academic challenges	PLA Academics Team in collaboration with School Staff	Weekly from August, 2018 to May, 2019
Conduct site visits and classroom observations to provide quality assurance review, guidance and feedback	PLA Academics Team	Ongoing – Monthly from August, 2018 to May, 2019
Provide student assessment data analysis and identify learning trends to support data-driven instruction	PLA Academics Team in collaboration with Teachers	Ongoing – Monthly from August, 2018 to May, 2019



Task	Responsible Staff	Timetable
Conduct quarterly review and alignment of instructional pacing map, standards progression, and classroom resources	PLA Academics Team in collaboration with School Staff	Ongoing – Quarterly from August, 2018 to May, 2019
Collaborative Staff Management		
Meet with school and district leaders to review staff effectiveness and identify staff selected for retention	PLA Recruitment Team in collaboration with District Staff	May, 2018 – July, 2018
Conduct observations, meetings and interviews with staff identified for retention	PLA Recruitment Team in collaboration with District Staff	May, 2018 – July, 2018
Implement vetting process for retained staff, including review of credentials, certifications, experience and background checks	PLA Recruitment Team in collaboration with District Staff	June, 2018 – July, 2018
Identify educator vacancies and work with school leaders to develop position descriptions	PLA Recruitment Team in collaboration with District Staff	June, 2018 – July, 2018
Implement recruitment and screening process to select highly qualified staff to fill vacancies	PLA Recruitment Team in collaboration with District Staff	June, 2018 – July, 2018
Ensure staffing model effectively supports the needs of special education students	PLA Recruitment, SPED Teams in collaboration with District Staff	June, 2018 – July, 2018
Provide regular communications to staff during the transition process	PLA Recruitment Team in collaboration with District Staff	May, 2018 – July, 2018
Training and Professional Development		
Collaborate with district and school to assess professional development needs including review of staff performance evaluations	PLA Academics and Professional Development Team	June, 2018 – July, 2018
Provide pre-service professional development to staff	PLA Professional Development Team and Hired Trainers	July, 2018
Implement coaching cycles walkthrough	PLA Professional Development Team	Biweekly from August, 2018 to May, 2019
Formal professional development sessions on key ongoing topics such as differentiated instruction and testing prep	PLA Trainers and Delegated School Leads	Monthly from August, 2018 to May, 2019
Provide ongoing, formal educator performance observations and feedback	School Leaders, with guidance from PLA Professional Development Team	Quarterly
Provide ongoing access to self-paced professional development through PLA University	PLA Professional Development Team	Ongoing throughout the school year



Complete annual performance review for staff	School Leaders, with guidance from PLA Professional Development Team	June, 2019
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D. Partnership Cost: Below please find our pricing summary:

School Name	Student Enrollment	Annual Management Fee
Foster Elementary School	475	\$295,000
Memorial Middle School	636	\$325,000
Mort Elementary School	860	\$350,000
Oak Park Elementary School	615	\$325,000
Potter Elementary School	608	\$325,000
Sheehy Elementary School	436	\$295,000
B.T. Washington Elementary School	477	\$295,000

E. Payments. Should we have the opportunity to partner with HCPS, Phalen would expect monthly payments in eleven (11) equal installments, beginning on August 10, 2018, paid by the 10th of each month, ending June 10, 2019. If there are any specific modifications the district may advise, we are happy to review and modify. Below please find the monthly payment installment by school:

School Name	Annual Management Fee	Monthly Payment 8/10/18 – 6/10/19 (11 Months)
Foster Elementary School	\$295,000	\$26,818
Memorial Middle School	\$325,000	\$29,545
Mort Elementary School	\$350,000	\$31,818
Oak Park Elementary School	\$325,000	\$29,545
Potter Elementary School	\$325,000	\$29,545
Sheehy Elementary School	\$295,000	\$26,818
B.T. Washington Elementary School	\$295,000	\$26,818



**ATTACHMENT B:
DATA SHARING**

A. **Intended Use of Data.** HCPS designates PLA as a "school official" with a "Legitimate educational interest" under the definitions of those terms set forth in the § 1002.22 Florida Statute "Student Records and Reports" and the Family Educational Rights and Privacy Act ("FERPA") notification(s) to students and parents during the Term of this Agreement. PLA agrees to develop, implement, maintain and use appropriate administrative, technical or physical security measures to the full extent required by § 1002.22 and FERPA in order to maintain the confidentiality of "education records" as that term is defined by § 1002.22 and FERPA. PLA shall protect student records pursuant to § 1002.22 and FERPA, whichever has the more stringent requirements. HCPS recognizes and agrees that for purposes of all applicable laws, PLA has a legitimate educational interest for purposes of Customer disclosing to Licensor students' education records.

B. **Constraint on Use of Data.** Data supplied by HCPS to PLA or collected by PLA on behalf of HCPS students, vendors, management, agents, or employees is the property of HCPS and shall not be shared with third parties without the written permission of HCPS. HCPS data shall not be sold or used, internally or externally, for any purpose not directly related to the scope of work defined in this agreement without the written permission of HCPS.

C. **Data Security.** PLA shall employ industry best practices, both technically and procedurally, to protect HCPS data from unauthorized physical and electronic access in accordance with § 501.171, Florida Statutes. Methods employed are subject to annual review and approval by HCPS.

D. PLA agrees to:

- hold the student records and information in strict confidence and not use or disclose except as required by this Agreement or required by law and that except when the parent of a student provides prior written consent for its release, all shared student records will be disclosed only to employees of the agency who have a need to access the information in order to perform their official duties as authorized by law. Absent consent from the parent or eligible student, student records and information will not be disclosed except as allowed by the aforementioned laws; and
- safeguard the student records through administrative, physical, and technological safety standards to ensure adequate controls are in place to protect these records in accordance with FERPA's privacy requirements and that all shared student records it discloses will carry a warning regarding the confidential nature of such information and protocols concerning further dissemination consistent with this Agreement; and
- continually monitor its operations and take all actions necessary to assure that the student information and records are safeguarded in accordance with the terms of this Agreement
- A breach of the confidentiality requirements shall constitute grounds for immediate termination of this Agreement with any party without advance notice.



E. **Confidential Information.** “Confidential Information” shall include any personally identifiable student information, as that term is defined 34 C.F.R. § 99.3.

"Disclose" or "disclosure" means to permit access to or the release, transfer, or other communication of Confidential Information contained in education records by any means, including oral, written, or electronic means, to any party except the party identified as the party that provided or created the record.

HCPS may disclose Confidential Information to PLA for the purpose of carrying out services of HCPS-supported projects, or to enforce or comply with Federal legal requirements that relate to those projects. Further disclosure by PLA of any Confidential Information released to PLA by HCPS is prohibited by this Agreement.

PLA shall not: (i) disclose any Confidential Information to any unauthorized third party; (ii) make any use of Confidential Information except to perform its obligations under this Agreement; or (iii) make Confidential Information available to any of its employees, officers, or agents except those internal PLA’s employees who have been authorized by PLA to use the information as a component of their project assignment(s). The term “unauthorized third party” for purposes of this Agreement does not include employees, officers, or agents of HCPS who are authorized to have access to the Confidential Information.

The types of Confidential Information which may be necessary to disclose to PLA under this Agreement include, but are not limited to, the following: Personnel Records (social security numbers, credit card numbers, expiration dates, PINs, card security codes, financial profiles, bank routing numbers, and medical data), Student Records (student name, student identifier, gender, race/ethnicity, grade, IDEA Indicator, limited English proficiency status, section 504 status, Title I Targeted Assistance Participation, and law enforcement records), and District (district name, school number, and school name). No other personally identifiable student information will be disclosed to PLA.

PLA understands that the Confidential Information is protected under state and federal law and agrees to immediately notify HCPS if any of the Confidential Information is disclosed, either intentionally or inadvertently.

PLA agrees to protect Confidential Information in such a manner that it will be disclosed only to PLA’s staff whose duties under this Agreement specifically require them to have access to the Confidential Information.

PLA and HCPS shall identify at least one authorized representative or data custodian from their respective agencies who shall be responsible for processing and responding to data requests from the other party.

Upon request of HCPS, PLA shall agree to permit HCPS to review or shall provide written assurances to HCPS regarding the use of Confidential Data under this Agreement. The purpose of this provision is to ensure that appropriate policies and procedures are in place to protect the Confidential Information and that there has been no further Disclosure of the Confidential Information.

All PLA employees, officers, and agents with access to the Confidential Information must acknowledge that they are aware of and will abide by the provisions of this Agreement. PLA



agrees to remove any person from performing work who has, or is suspected to have, violated the terms of this Agreement.

By disclosing Confidential Information to PLA, HCPS is not assigning ownership of the Confidential Information to PLA. Upon the termination of this Agreement for any reason, PLA shall immediately return all Confidential Information, including all copies, to HCPS or destroy all Confidential Information in its possession, custody, or control unless otherwise agreed to in writing by both parties. PLA will provide HCPS with affidavits to this effect.

F. Network Security.

- a. Internet Access: Connections to PLA's computers utilizing the Internet, whether for client access or remote administration, must be protected using any of the following industry standard cryptographic technologies.
- b. Data Storage. Regardless of the media employed (i.e., disk, tape, etc.), data must be stored in an encrypted format. PLA currently encrypts information in the following format: single key encryption.
- c. Security Training: PLA shall provide periodic training for staff on PLA internal security policies and procedures, and on applicable state and federal legal requirements for protecting sensitive and confidential data.
- d. Criminal Background Checks. PLA shall certify that all staff members with access to Confidential information have been subjected to a bona fide criminal background check in accordance with § 435.04, Florida Statute, and have no record of any felony convictions. Any exceptions to this requirement must be approved in writing by HCPS.
- e. Prohibition on Mobile Devices and Removable Media. PLA shall have a written policy prohibiting the transfer or storage of unencrypted customer information on employee mobile devices or removable storage media for any reason. This policy shall be made available to each employee individually and shall be strictly enforced.

G. **Compliance with Applicable Laws and Regulations.** Where applicable, PLA shall comply with all applicable federal laws and regulations protecting the privacy of citizens including FERPA and the Health Insurance Portability and Accountability Act (HIPAA), and all provisions of the Financial Services Modernization Act (the "Gramm-Leach-Bliley Act").

H. **Indemnification (Student Records).** Notwithstanding any provision to the contrary within this Agreement, any party contracting with HCPS under this Agreement shall fully comply with the requirements of §§ 1002.22 and 1002.221, Florida Statutes, FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless to the extent provided by law, HCPS and its officers and employees for any violation of the Student Records section, including, without limitation, defending HCPS and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon HCPS,



or payment of any and all costs, damages, judgments or losses incurred by or imposed upon HCPS arising out of a breach of this Agreement by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party has either intentionally or negligently violated the provisions of this Agreement or of §§ 1002.22 and/or 1002.221 Florida Statutes. This section shall survive the termination of all performance obligations under this Agreement and shall be fully binding until such time as the student records are destroyed in accordance with the Florida Retention Schedules or are returned to HCPS, whichever is earlier.

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**ATTACHMENT C:
PAYMENT SCHEDULE**

School Name	Estimated Enrollment	Management Fee	Monthly Payment 8/10/18-6/10/19 (11 Months)
Foster Elementary School	480	\$295,000	\$26,818.18
Memorial Middle School	630	\$325,000	\$29,545.45
Mort Elementary School	850	\$350,000	\$31,818.18
Oak Park Elementary School	600	\$325,000	\$29,545.45
Potter Elementary School	580	\$325,000	\$29,545.45
Sheehy Elementary School	440	\$295,000	\$26,818.18
B.T. Washington Elementary School	460	\$295,000	\$26,818.18

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Phalen Leadership Academies

Phalen Leadership Academies (PLA) is a turnaround operator that works to transform underperforming schools into the high-quality schools that children deserve. PLA is:

- A non-profit organization that was founded in 2013;
- Currently serves 4,000 children in 10 schools in Indianapolis, IN; Fort Wayne, IN; Gary, IN; and Detroit, MI;
- Over 90% of PLA scholars are eligible for free lunch; and
- PLA has a strong track-record of success whose model has transformed five F-rated schools into A-rated schools – all within three years of taking over leadership.

The PLA education model has several unique elements that drive the strong growth of our scholars. Rigorous curriculum; high quality professional development; a coaching cycle that develops teachers; enrichment opportunities for scholars; and authentic partnerships with parents are just a few of the elements that drive success for PLA scholars. Additionally, next year, every PLA school will have access to *STEMNASIUM*, an organization that exposes scholars of every age to STEM, including learning coding and Java Script; creating mobile apps; building underwater remote operating vehicles; building and piloting drones; and more.

Our model has a proven track-record of helping children achieve remarkable success, including some of the following:

- Transforming multiple failing schools into A-rated schools;
- Having the highest IREAD scores in Indiana for two consecutive years (2015, 2016);
- Increasing scholars' passing rates on state ELA and Math tests by 11% in just one year – the highest standardized test growth for all schools in Central Indiana in 2015-16;
- In 2016-17, two PLA schools ranked #4 and #5 in the district for strongest growth (with 8.2% and 8.1% increases in state test score proficiency growth respectively); and
- All, but one, PLA schools are outperforming their host districts. Two PLA schools – one in year five and the other in only year three – are within 6% of the state test average and will beat the state average this year.

The success of PLA scholars can be attributed to the comprehensive, high quality services that PLA provides to its school partners and scholars. While some educational management organizations only offer human resources and accounting support, PLA is a nonprofit that supports its partners in the following ways:

- Educational program (i.e., research-based curriculum, pacing guides, and assessments);
- Pre-service professional development and an on-going coaching cycle for teachers (e.g., PLA University);
- Human resources;
- On-site quality assurance monitoring and support;
- Behavior and classroom management systems; and
- Parental engagement framework.

www.phalenacademies.org

