



**Vision:**  
100% Student Success

**Mission:**  
"Educate and prepare each student for college, career, and life."

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January 29, 2018

Chancellor Hershel Lyons  
Florida Department of Education  
325 W. Gaines Street, Suite 1502  
Tallahassee, FL 32399-0400

Dear Chancellor Lyons,

I am writing this letter to provide clarification on our district's turnaround option plans (TOPs) at three schools; Azalea Middle School, Fairmount Park Elementary School, and Lakewood Elementary School. To ensure we are well prepared to implement a plan if the school grade does not improve we are entering into a contract with Learning Sciences International (LSI) to operate any of the three schools that require a TOP in 2018-19.

I have attached a copy of our proposed contract with LSI for your perusal. We are bringing this to a board workshop on February 20, 2018, for full public discussion and to a board meeting on February 27, 2018, for their approval. I want to assure you that we are doing everything possible to improve the school grade at these schools thus making this contract unnecessary but wanted to comply with the recommended date for a signed contract in your letter dated October 16, 2017.

Thank you for your continued support and please feel free to contact me if you have any questions or concerns.

Sincerely,

Michael A. Grego, Ed.D.  
Superintendent

c: Dr. Julio Valle, Regional Executive Director  
Jennifer Dull, District School Turnaround Lead

Attachment: LSI Contract

**EXTERNAL OPERATOR CONTRACT**

This External Operator Contract (“Contract”) is made and entered into this \_\_\_\_ day of February, 2018, by and between The School Board of Pinellas County, Florida (“School Board” or “District”) and Learning Sciences International, LLC (“External Operator”) (collectively, the “Parties”).

WHEREAS, pursuant to Section 1008.33(4)(b) (2017), when a school district school earns three consecutive school grades below a “C,” a turnaround option plan must be selected and implemented for that school; and

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

WHEREAS, External Operator meets the definitions of “outside entity” and “external operator” set forth in Section 1008.33(4)(b) (2017), Florida Statutes, and Section 6A-1.099811, F.A.C. (2017), in that it has demonstrated effectiveness in the academic operations of school district schools and has a successful record of providing support to improve the academic performance of high-poverty, low-performing schools.

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

1. **RECITALS.** The foregoing recitals are true, correct and incorporated herein by reference.
2. **SCHOOLS.**
  - 2.1. **Name, Identification of Schools and Grades Served.** The school(s) to be served by External Operator are listed below. In the event multiple schools are listed, the term “School” shall refer to each individual school identified in the Contract.

<u>Name</u>	<u>MSID # (“School”)</u>	<u>Address (“Facility”)</u>	<u>Grades Served</u>
Fairmount Park Elementary School	1211	575 41 <sup>st</sup> Street South, St. Petersburg, FL 33711	PreK-5th
Lakewood Elementary School	2021	4151 Sixth Street South, St. Petersburg, FL 33705	PreK-5th
Azalea Middle School	0121	7855 22 <sup>nd</sup> Avenue North St. Petersburg, FL 33710	6 <sup>th</sup> – 8th

3. **TERM; EFFECTIVE DATE; STATE BOARD OF EDUCATION APPROVAL.**
  - 3.1. **Effective Date.** This Contract will become effective upon execution by both Parties.

- 3.2. Term. The Term of this Contract will commence on the Effective Date and continue through June 30, 2023, unless terminated earlier as provided in Section 17 or otherwise herein.
  - 3.3. State Board of Education Approval. This Contract is subject to the State Board of Education's approval, by October 1, 2018, of the District's Turnaround Option Plan to implement the external operator option set forth in this Contract. If such approval is not given, then this contract is null and void and shall automatically terminate. The District will pay for all services provided by External Operator prior to the District's notification of the State Board of Education's disapproval.
4. RELATIONSHIP OF THE PARTIES.
    - 4.1. Nature of Relationship. The Parties' relationship is contractual, and nothing in this Contract is intended to, or shall, create a partnership or joint venture between the Parties.
    - 4.2. No Agency. Unless expressly provided in this Contract or otherwise agreed in writing, neither Party will be an agent of the other Party or have the express or implied authority to bind the other.
    - 4.3. LEA. The District is the Local Education Agency ("LEA"). Nothing in this Contract is intended to, or shall, delegate the District's responsibilities as LEA to External Operator.
5. RESPONSIBILITIES AND SERVICES OF EXTERNAL OPERATOR.
    - 5.1. General Oversight. External Operator will oversee all School operations and will have access to School grounds at all times during the Term of this Contract.
    - 5.2. Initial School Assessment and Staffing Plan (within two months of Effective Date of contract). After the Effective Date, External Operator will complete a comprehensive needs assessment ("Needs Assessment") for the School. The Needs Assessment will include, at a minimum, review of school staff, leadership, staffing, instruction, curriculum, academic intervention systems, professional learning communities, data teams, common planning, instructional coaching, and the student assessment process. The needs assessment will also review all centralized District supports to the school, students, staff, and community which includes but is not limited to areas such as budget, facilities, supplies, maintenance, food service, transportation, IT infrastructure and resources. This Needs Assessment will form the basis for the 2018-19 School Plan, which will include a Staffing Plan. The Staffing Plan will then be implemented by the External Operator, in coordination with the District and the Executive Action Team, defined below.
    - 5.3. Preparation for External Operations (Approximately May 2018-August 2018). In and around May 2018, External Operator will prepare the School Leadership team to execute the 2018-19 School Plan, including training for all administrators, school-based instructional coaches and professional learning community leaders. There will be a teacher orientation and training prior to the beginning of the School Year, which shall be conducted by External Operator.
    - 5.4. External Operations (Beginning August 2018).
      - 5.4.1. Primary Responsibilities. External Operator will have primary responsibility for all School academic programs; oversight, selection, placement, coaching, evaluation, assignment of responsibilities and re-assignment of School leadership and instructional personnel; professional development; identification, training and

coaching of professional learning community leaders, student academic assessment and development of curriculum and instructional materials.

5.4.2. Needs Identified By External Operator. If any elements of School operations are identified in the Needs Assessment or during External Operations as contributing to the School's lack of performance, External Operator will provide notice to the District as set forth herein. The District will make a good faith effort to correct the condition within sixty (60) days following issuance of the notice. The External Operator may grant additional time or identify a third party as an outside contractor, through the competitive solicitation rules applicable to the District, which third party contract shall be entered into and paid by the District.

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

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

5.5.1.1. Strong instructional leaders who recognize and support rigorous teaching and learning

5.5.1.2. Expert teacher leaders who coach and guide peers to instructional expertise

5.5.1.3. Skillful teachers who guide and inspire students to high academic performance

5.5.1.4. Engaged students who self-regulate, collaborate, and think creatively with challenging academic content

5.5.1.5. Informed and involved families and community members who take pride in the School as an example of world-class education

5.5.2. Curriculum and instruction services will include:

5.5.2.1. All professional development for administrators, coaches, PLC leaders, and teachers

5.5.2.2. Coaching for principal and administrators, teacher leaders (coaches and PLC leaders), and teachers

5.5.2.3. External Operator's Tracker technology with included instructional tools and data systems that are used to enhance instruction

5.5.2.4. Implementation of next generation systems to reinvent the School in a replicable, scalable model

5.5.2.5. ELA and Math model curriculum for new pedagogy utilizing open resources

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

- benchmark and summative assessments, and improve teacher accuracy in assessing student evidence of learning progress.
- 5.7. Background Checks and Screening. External Operator agrees that each of its employees who will be accessing School grounds when students are present or who have direct contact with students will undergo and meet Level 2 screening and fingerprint requirements as described in ss. 1012.465, et seq., Florida Statutes (2017), as conducted by the District at External Operator's expense.
  - 5.8. Reporting. External Operator will make monthly reports of progress to the District through the Executive Action Team.
6. RESPONSIBILITIES OF DISTRICT. In addition to the responsibilities for supporting the School and External Operator's activities as set forth throughout this Contract, the District will have primary responsibility for all non-academic operations of the School, including, without limitation, the following:
- 6.1. School Funding. The District will provide all funding that the School would normally receive, including entitlement funding (e.g. Title I, Parts A, C, D; Title II, Part A; Title III; Title IV, Parts A and B; Title IX, Part A). The District will also ensure that the School is included in applications for competitive grant funding as appropriate to its needs.
  - 6.2. Transportation. The District will receive all revenue pertaining to, and retain primary responsibility for, provision, staffing and payment for all School transportation for all students who reside within the School's attendance zone, or otherwise attend the School pursuant to the District's student assignment rules, in a manner comparable to other District schools and as required by law. This includes transportation of students for study, field trips, non-program activities, electives and extra-curricular activities for the School's students to substantially the same extent and in substantially the same manner that the District provides transportation for students in other District schools. If the school hours are extended for tutoring or other special supports to accelerate student academic growth, the District will provide access to transportation for students in a manner comparable to other District schools.
  - 6.3. Food Service. The District will receive all revenue pertaining to, and retain primary responsibility for, provision, staffing and payment for all School food service at a level of service comparable to other District schools. This includes collection of all documentation necessary for provision of free and reduced-price meals.
  - 6.4. External Operator Office Space. The School will provide private office space for use by the External Operator's School Leadership Coach and Faculty Coaches, with access to telephones, computers and Internet access.
  - 6.5. Facility Maintenance and Security. The District will maintain and repair, at its expense, the Facility and grounds and provide for security and all utilities at the Facility at its expense, in a manner consistent with other District schools. District will be responsible for the facility and will remain responsible for any loss or damage or any liability resulting from the use of its property. Prior to reopening the School in the first year of this Contract, the District will ensure that the School grounds and facilities are clean, freshly painted, and in good repair, with special attention to an attractive and welcoming entrance area, faculty lounge, hallways, and classrooms that visibly demonstrate that a change for the better is underway.

- 6.6. Furniture, Fixtures, Equipment, Supplies and Educational Materials. The District will provide the same furniture, fixtures, equipment, supplies and educational materials in a manner consistent with District schools with comparable school populations. This includes all information technology and related support.
- 6.7. Technology Tools. Teachers will use External Operator's Standards Tracker and Growth Tracker technology tools. District will ensure that each teacher at School has a tablet computer with internet access in each teacher's classroom. Teachers will use this tablet every day to track student evidence of learning with Standards Tracker, therefore District will ensure that there are sufficient spare tablets in the event of loss or malfunction of issued tablets. Teachers and teacher teams will use Growth Tracker for collaboration, peer coaching, and professional learning.
- 6.8. Data Collection, Entry and Management. District and School-level personnel will continue to have primary responsibility for all data collection, data entry and data management for the School. This includes any data resulting from Saturday or summer academic programs that the District and External Operator may decide to implement to accelerate student progress.
- 6.9. Services to Students with Disabilities. The District will continue to be responsible for compliance with all duties and obligations that it has as the LEA under applicable laws relating to services provided to students with disabilities, including exceptional student education and Section 504. The District will provide staff and services for the School's students with disabilities in substantially the same manner as the District provides such staff and services to other District schools and in compliance with law. The District will provide such staff and services in a manner that is consistent with the School's academic program and general operations. The District's responsibility for providing such services shall include, without limitation, all administrative and procedural aspects of such services, including but not limited to referral processes, evaluations, reevaluations, eligibility determinations, placement decisions, compliance with Child Find mandates, and development and implementation of Individual Education Plans, Education Plans and 504 Plans in accordance with applicable laws. This includes behavioral support and creation of safety plans and behavior improvement plans, as needed, and consistent with the support and services provided to other District schools.
- 6.10. English as a Second Language. The District will continue to provide English as a Second Language services and support to the School's students in the same manner that it provides to other District schools.
- 6.11. Tutoring, Before and After Care Programs. School will provide tutoring services for students to help accelerate academic growth, which could include summer and Saturday school programs. The tutoring program will be designed to address needs identified through data gathered in Standards Tracker from daily classroom monitoring. School before and after care programs that provide student tutoring services will be coordinated with External Operator to ensure that student tutoring is consistent and supportive of School instructional programs. Tutors will participate in training provided by External Operator and use materials supplied by the students' teachers that are consistent with the instructional program. Any programs implemented under this Section 6.11 shall be consistent with the School's extended learning program budget and in conjunction with existing community partnerships at the School.
- 6.12. BLANK.

- 6.13. LSI Building Expertise Conference Participation. School will send the principal to LSI's Building Expertise Conference in Orlando during each year of implementation, either under EO or school partnership. The costs of the principal's registration for this conference is included in the fees in Section 15. The costs of travel to this conference is the responsibility of the District.
- 6.14. Priority of Implementation. External Operator will opt the School out of any initiatives from the District that would, in the External Operator's sole opinion, interfere with the ability of the principal and staff to implement the model. In the case of districtwide initiatives that District demonstrates to External Operator's satisfaction are necessary, External Operator will determine if the School has sufficient resources to participate without impeding progress of the School's improvement work. If School's resources are insufficient, District will provide additional resources to meet this requirement.
7. EXECUTIVE ACTION TEAM. An Executive Action Team will be formed of the Superintendent and/or Deputy Superintendent, District Chief of Human Resources, District Chief of Operations, Principal Supervisor, External Operator Practice Leader and External Operator Leadership Coach, or individuals in comparable positions. The Executive Action Team will meet monthly, beginning in the month following the Effective Date, unless the External Operator and District agree to a different schedule. At a minimum, the Executive Action team will review progress of the actions in this Contract and work in good faith to resolve any impediments to success or contractual issues, keeping the best interests of students and the School at the forefront of all discussions. The Executive Action Team will communicate progress of implementation within the District, school board, and the Florida Department of Education, as required.
8. COLLECTIVE BARGAINING PURSUANT TO EDUCATIONAL EMERGENCY. An educational emergency exists with respect to the School and, accordingly, the District has entered into a memorandum of understanding with the Pinellas Classroom Teachers Association (PCTA) as required by Section 1001.42(21), Florida Statutes (2017). To the extent that External Operator concludes that the memorandum of understanding does not allow for appropriate implementation of programs, strategies, and actions set forth in this Contract, which specifically include the personnel obligations under Section 14, or otherwise fails to appropriately address the selection, placement, and expectations of instructional personnel and provides the School principal with the autonomy described in Section 1012.28(8), Florida Statutes (2017), the District will immediately renegotiate the memorandum of understanding.
9. SCHOOL HOURS AND CALENDAR. The District acknowledges and agrees that appropriate implementation of programs, strategies, and actions required by this Contract may require the expansion of the calendar in working days for staff to include summer and professional learning during the year, including Saturdays and non-instructional calendar days. If such expansion is required by External Operator, the District will negotiate this requirement with PCTA and will pay teachers according to the agreed rate for these additional working hours.
10. STUDENT RECORDS AND DATA.
- 10.1. Access to Student Records. To facilitate provision of the services in this Contract, the District will provide access to External Operator to all student-related records and

personally identifiable information contained in such records (collectively “Student Records”) related to students at the School and such other Student Records at the District necessary for External Operator to carry out its duties in this Contract. Pursuant to its obligations under the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232(g), and its implementing regulations, 34 CFR pt. 99, as each may be amended from time to time (“FERPA”), the District acknowledges that, for purposes of this Contract, External Operator is a school official with legitimate educational interests in the Student Records Disclosed to External Operator, pursuant to 34 CFR s. 99.31(a)(1) and its Policy 8330.

- 10.2. Use of Student Records by External Operator. External Operator agrees to use, maintain, and redisclose Student Records only in accordance with the requirements of FERPA. External Operator agrees that it shall not maintain, use, disclose, or allow access to Student Records except as permitted by this Contract or as otherwise authorized by law, and will use the Student Records disclosed by the District only for the purpose for which such disclosure was made.
- 10.3. Re-disclosure of Student Records by External Operator. The District acknowledges that External Operator may re-disclose Student Records to third parties in connection with provision of the services in this Contract, as provided in 34 CFR s. 99.33(b), provided that External Operator shall, in advance, provide to the District the names of such parties and a brief description of such parties’ legitimate educational interest in receiving such information.
- 10.4. Use of Data for Research Purposes. External Operator may use aggregated student and teacher data to publish reports on its work at the School or to share such findings in presentations, websites or other publications, so long as such data and reports do not personally identify any individual student or teacher.
- 10.5. Unauthorized Disclosures. Upon termination of the Agreement, External Operator shall, at the election of the District, either destroy or return to the District, all such information in its possession, if any, and confirm the same in writing to the District. Notwithstanding any provision to the contrary contained in this Agreement between External Operator and the District, External Operator and its officers, employees, agents, representatives, contractors, and sub-contractors shall indemnify and hold the District and its officers and employees harmless for any violation of this covenant, including but not limited to defending the District and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the District, or payment of any and all cost(s), damage(s), judgment(s), or loss(es) incurred by or imposed upon the District arising out of the breach of this covenant by External Operator, or an officer, employee, agent, representative, contractor, or sub-contractor of External Operator to the extent and only to the extent that External Operator or an officer, employee, agent, representative, contractor, or sub-contractors of External Operator shall either intentionally or negligently violate the provisions of this covenant or applicable law. This provision shall survive the termination of or completion of all performance or obligations under this Agreement and shall be fully binding upon External Operator until such time as any proceeding brought on account of this covenant is barred by any applicable statute of limitations.

11. STUDENT DISCIPLINE. All students at the School will continue to be subject to the District’s Code of Student Conduct.
12. MULTI-TIERED SYSTEM OF SUPPORT (MTSS). External Operator’s model includes specific approaches to MTSS, which will be implemented at the School in accordance with State and Federal law.
13. COMMUNICATIONS WITH MEDIA, COMMUNITY AND WITHIN DISTRICT.
  - 13.1. Coordination. District will designate a point of contact for community and public relations to work with External Operator’s public relations office. External Operator and District will coordinate on all communications with media outlets. All media communications are to mention both the District and External Operator brands and respective roles at the School. The District and External Operator will collaborate in proactively communicating this project internally and externally to ensure a positive, encouraging message about this opportunity to create a model school. External Operator and District will also collaborate on proactively communicating this project using parent, business, and community outreach strategies. The District support in all such communications shall not be unreasonably withheld.
  - 13.2. Showcase School. District will permit External Operator to utilize one of the schools receiving services hereunder as a showcase School, subject to compliance with all laws pertaining to student safety. External Operator, School and District may coordinate school tours by representatives of other schools and districts, and other outside entities on a not-to-interfere basis with School operations and instruction.
  - 13.3. Promotional Activities. The district and External Operator will collaborate on promotional activities for School’s teachers, students, families, and community. These activities may include the posting of banners, printing and distribution of tee shirts, specially branded academic supplies (planners, pencils, backpacks, etc.).
14. SCHOOL PERSONNEL.
  - 14.1. Employment Status. All personnel assigned to the School (“School Personnel”) will be District employees, with their salaries and benefits paid from District funds.
  - 14.2. Incentive Pay. The District will provide extra pay incentives to encourage teachers to work, and remain, in the School for the duration of the contract period.
  - 14.3. Personnel Decisions. The District will give the External Operator priority in selecting and placing teachers and administrators for the School. The District will ensure that staffing of the School is consistent with staffing ratios established by External Operator, subject to reasonable budgetary constraints. This will include one or more assistant principals, as well as school-based, qualified, full-time instructional coaches, as required given the size of the student population and faculty. All School staff will be selected through an interview protocol set by the External Operator. External Operator will make all School Personnel placement decisions. In the event that an individual is not the best fit for the School as determined by External Operator, the District will immediately reassign that individual.
  - 14.4. Budgeting for Personnel at the School and in Support of the School. The District will budget and pay for the staffing at the School as determined by the External Operator. Budgeting for the School will also include funds for additional pay required for School

- personnel to attend training prior to the start of, and throughout, the School Year and for extended day, as applicable. District will pay teachers assigned to the School for extended and additional work days, for summer professional development, and for summer and extended day work in curriculum development activities. This subsection 14.4 is subject to reasonable budgetary constraints.
- 14.5. Instructional Personnel. All teachers will be required to attend professional development prior to the start of each school year, as well as professional development throughout the school year.
  - 14.6. School Principal. The External Operator will directly supervise, place, evaluate, coach, and remove the School Principal, subject to applicable law.
  - 14.7. Evaluation. The parties recognize that District evaluation systems for principals, assistant principals, and teachers are consistent with External Operator's instructional model and expectations. The coherence of the evaluation system will be determined during the Needs Assessment, with any needed corrective actions included in the School plan. Teachers will not be retained at the School unless they are effective or highly effective instructors pursuant to the District's evaluation system.
  - 14.8. Teacher Career Ladder and Micro-Credentialing. External Operator's model includes the implementation of a career ladder program that includes a system of micro-credentials that teachers can earn based on demonstrated proficiency at progressively higher levels of expertise. District and External Operator will develop a program to recognize teachers who satisfactorily complete micro-credentialing requirements, to include acceptance and recording of continuing education credits toward recertification.
  - 14.9. Non-Instructional Personnel. The District will budget and staff for all non-academic functions such as guidance, bookkeeping, clerical, custodial, food service and transportation personnel.
  - 14.10. Background Screening and Fingerprinting of School Personnel. The District is responsible for all background screening and fingerprinting of all School Personnel.
  - 14.11. Employment Records. The District is responsible for maintaining the employment records for all School Personnel.
  - 14.12. Employee Complaints and Grievance. The Parties agree that an employee of a Party with a complaint or grievance will utilize the policy of his or her employer that is applicable to the complaint or grievance and will not be permitted to use the policy of the Party that is not his or her employer.
  - 14.13. Investigations. The Parties agree to work collaboratively on any investigation relating to the School that may involve each other's employees to the extent necessary to promptly and accurately complete any such investigation.
  - 14.14. Coordination. This Section 14 is subject to the provisions of Sections 8 and 9.

## 15. FEES FOR SERVICE AND FINANCIAL MATTERS.

- 15.1. Fee Schedule. In addition to the Management Fee, if applicable, External Operator will be paid fees for the services provided pursuant to this Contract according to the Initial Fee Schedule attached hereto as Exhibit 1 and incorporated herein.
- 15.2. Payment for Initial School Assessment. Payment for the Initial School Assessment and Preparation will be made as follows: one-half of the payment shall be made within

45 days of the execution of this Contract, and the balance shall be payable upon completion of the Initial School Assessment.

- 15.3. Payment for External Operation and Future Services. Payment for each school year of external operation and Schools for Rigor services in subsequent years, as applicable, will be made in twelve (12) equal monthly installments on the first day of each month (“Due Date”), beginning of July 1, 2018.
- 15.4. Place of Payment. All fee payments shall be made payable to External Operator and sent to the Official Notice address set forth herein.
- 15.5. Late Fee. Payments not received by External Operator within 45 days of the Due Date will be deemed late, and a Late Fee will be charged in the amount of one percent (1%) of the outstanding amount due as of that date, and in no case in an amount greater than law.
- 15.6. Governmental Grants. To the extent that governmental grant opportunities become available for the benefit of the School, the Parties shall reasonably cooperate in attempting to obtain such grant funds.

#### 16. VARYING LEVELS OF SERVICE AND FEES.

- 16.1. Purpose of Services. The goal of this Contract is to transform the School into a sustainable, scalable model school of rigorous teaching and learning. There are varying levels of services, as described below, that each School may receive depending upon their school grade.
- 16.2. Fee and Payment for Initial School Assessment. The Fee for the Initial School Assessment (including the Needs Assessment and the Readiness Phase) is \$144,000 for each of the three schools. Payment for the Initial School Assessment will be made as follows: one-half of the payment shall be made within 45 days of the execution of this Contract, and the balance shall be payable upon completion of the Initial School Assessment. The services to be rendered for the Initial School Assessment and a breakdown of the fees are described on Schedule A.
- 16.3. Payment for External Operator Services. The services provided as an External Operator under this Contract are described on Schedule B. These services will be provided to schools receiving a grade of “D” or “F” when grades are reported by the Florida Department of Education (FLDOE) following administration of the FSA for the 2017-2018 and 2018-2019 school years. The annual fee for each school requiring External Operator services is \$624,000 for the first and second school years of this Contract (the 2018-2019 school year is “Year 1” and the 2019-2020 school year is “Year 2”). However, in the event a school receives a “D” or “F” but is required by the FLDOE to select a turnaround option under Section 1008.33(4)(d) F.S. other than an External Operator, the External Operator fees and services will not apply for that school.
- 16.4. Enhanced Schools of Rigor--- Level 1 and Level 2. The level of services provided to Enhanced Schools of Rigor decrease after Year 1 with a corresponding decrease in cost. A breakdown of the services provided and the fees for each are described on Schedule B. The Enhanced School of Rigor services will apply if each of the three schools receive a grade of “C” or higher for the 2017-2018 school year. In such case, the District will choose one of the schools to be designated as a Model School

of Rigor. The school chosen as a Model School of Rigor will receive the Enhanced Schools for Rigor Services –Level 1 for Year 1 at a cost of \$498,000. The school chosen as a Model School of Rigor will receive the Enhanced Schools for Rigor Services –Level 2 for Year 2 at a cost of \$298,000 and for the balance of the contract term will receive Standard Schools for Rigor Services as described in Section 16.5.

- 16.5. Standard Schools for Rigor. The Standard Schools for Rigor services are described on Schedule B. Any school receiving a grade of “C” or higher will receive the Standard Schools for Rigor services for the first year following the school’s receipt of a “C” except for the Model School of Rigor as described in Section 16.4. The fee for these services is \$198,000 annually. In order for these services to continue each year, the District must notify External Operator in writing by April 1 of each school year of its intent to continue services for the following year.
- 16.6. Shared Oversight of School. The External Operator will partner with the District to ensure the School’s continued growth toward attaining model school status. Nevertheless, during the time that the School is being managed by External Operator, External Operator will have primary responsibility and authority over all School academic programs per Section 5.4.1. The District and External Operator mutually agree to the following assurances:
  - 16.6.1. Mutual Accountability. The District and External Operator will maintain open and honest communication and continue to work together through the Executive Action Team to share progress updates and take responsibility resolve any impediments to implementation.
  - 16.6.2. Principal Participation in Coaching. The School’s principal will continue to participate in all coaching sessions provided by the External Operator. Such coaching sessions will be mandatory for both the District and the External Operator, and the District will avoid tasking the School principal with activities that cause the principal to miss scheduled coaching sessions. The External Operator will ensure that all coaching sessions take place as scheduled.
  - 16.6.3. Evaluation of the Principal. In addition to the District’s regular school leader evaluation metrics, evidence of the School principal’s completion of monthly Action Board items will be used to evaluate effectiveness.
  - 16.6.4. Selection and Replacement of the Principal or Assistant Principal(s). Should the School’s principal leave the position, the District will consider appointing, if fully qualified, the School’s assistant principal who will be fully conversant with the School’s model. The District will also endeavor to select as the School’s assistant principal(s) teacher leaders from the School. The District will consult with the External Operator about the selection of the School’s successor principal and assistant principal(s).
  - 16.6.5. Selection of PLC Leaders and School-based Coaches. The School’s principal will consult with the External Operator about the selection and placement of PLC leaders and school-based coaches. The School will endeavor to appoint, if fully qualified, teacher leaders from the School who will be fully conversant with the School’s model.

- 16.6.6. Coaching, PLC, and MTSS Models. The School will continue to use the External Operator's coaching, PLC, and MTSS models. The number of positions will be consistent with the District's coaching model.
- 16.6.7. Tutoring. The School's teachers will continue to provide tutoring to accelerate their students' learning growth.
- 16.6.8. Curriculum Development. The School will continue to develop model curriculum.
- 16.6.9. Attendance at Annual Building Expertise Conference. The School will continue to send the principal to the External Operator's Building Expertise conference during each of the remaining years of the Contract. The cost of registration for the principal's attendance of this conference is included in the fees outlined in Section 15. The costs for travel to this conference is the responsibility of the District.
- 16.6.10. Changes in District Leadership. The work described in this Contract, either as a statutorily-mandated external operator model or Schools for Rigor model, will continue through any changes in the District's superintendent or school board. A newly appointed or elected superintendent will receive an orientation to the Schools for Rigor model from the External Operator.

## 17. TERMINATION.

- 17.1. Termination Rights of Both Parties. Either Party may terminate this Contract in the event that the other Party fails to remedy a material breach of this Contract within thirty (30) days after written notice by the non-breaching Party of such breach, unless the non-breaching Party agrees to a longer time period for the cure. If the material breach would affect the health, safety or welfare of students or is not reasonably capable of being cured, then no such notice and opportunity to cure shall be required.
- 17.2. Termination by Mutual Written Consent. This Contract may be terminated by mutual consent of both Parties, without penalty to either Party, which such termination to be effective at such time, and upon such other terms, as set forth in such written consent.
- 17.3. Change in Applicable Law. If any change in law, including without limitation statute, regulation, State Board rule, or applicable court order, is enacted after the Effective Date that will have a material adverse effect on the ability of any Party to carry out its obligations under this Contract, or which renders the services described herein unnecessary, such Party will, at its election and upon written notice to the other Party, request renegotiation of this Contract for purpose of complying with such changes in the law, with any such renegotiation to be undertaken in good faith. If the Parties are unable to renegotiate and agree upon revised terms within thirty (30) days after such notice of renegotiation, then this Contract shall be terminated effective at the end of the fiscal year in which such notice was given.
- 17.4. Effect of Termination. In the event of termination under this Contract, each Party's obligations to the other with respect to the School shall terminate, and the District shall pay External Operator for all services rendered to the date of termination. Termination of this Contract shall not amount to waiver of any cause of action for breach of this Contract, or otherwise, that either Party may have against the other.

18. INTELLECTUAL PROPERTY. Each of the Parties shall own its own intellectual property including without limitation all trade secrets, processes, techniques, research, proprietary data, and materials in any format. The Parties acknowledge and agree that neither has any intellectual property interest or claims in the other Party's proprietary materials. Any research, materials, processes or techniques created or used by External Operator for or at the School shall be the intellectual property of External Operator. During the Term of this Contract, External Operator grants a non-exclusive license to the District to use such Intellectual Property. Notwithstanding the foregoing, the Model Curriculum created during the Term of this Contract may be used at the School and other schools within the District during and after the Term of this Contract.
19. PUBLIC RECORDS. External Operator will comply with the requirements of Section 119.0701, Florida Statutes with respect to any records maintained solely by the External Operator relating to the School and which are subject to the Florida Public Records Act. Specifically, the statute requires that External Operator:
- a. Keep and maintain public records required by the District to perform the service.
  - b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.
  - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if the External Operator does not transfer the records to the District.
  - d. Upon completion of the Agreement, transfer, at no cost, to the District all public records in the possession of the External Operator or keep and maintain public records required by the District to perform the service. If the External Operator transfers all public records to the District upon completion of the Agreement, the External Operator shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the External Operator keeps and maintains public records upon completion of the contract, the External Operator shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
  - e. A request to inspect or copy public records relating to this Agreement must be made directly to the District. If the District does not possess the requested records, the public agency shall immediately notify the External Operator of the request, and the External Operator must provide the records to the District or allow the records to be inspected or copied within a reasonable time.
  - f. The failure of the External Operator to comply with these provisions, if applicable, shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to the District and may also result in penalties under Section 119.10, Florida Statutes.
  - g. IF THE EXTERNAL OPERATOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE EXTERNAL

OPERATOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, HOLLY MANNING, SUPERVISOR OF RECORDS MANAGEMENT AT 727-793-2701 X 2021, 2929 COUNTY ROAD 193, CLEARWATER, FL 33759, [manningh@pcsb.org](mailto:manningh@pcsb.org).

20. INSURANCE.

20.1. The District agrees to provide the following proof of insurance for each School:

20.1.1. Errors and Omissions coverage to include prior acts, sexual harassment, civil rights and employment discrimination, breach of contract, insured versus insured, consultants and independent contractors and with minimum policy limits of \$2,000,000.00. The insurance shall be subject to a maximum deductible not to exceed \$25,000 per claim. If the insurance is on a claims-made basis, the District shall maintain, without interruption, the Professional Liability Insurance until three (3) years after termination of this Contract;

20.1.2. General liability coverage written on an occurrence form with minimum policy limits of \$1,000,000.00 per occurrence and an aggregate limit of \$2,000,000.00;

20.1.3. Business automobile coverage with the same limits as general liability.

20.1.4. Property Insurance. Property insurance shall be secured for buildings and contents at the Facility. Property Insurance coverage for the "Building" includes the structure, including permanently installed fixtures, machinery and equipment, outdoor fixtures, and personal property to service the premises. Insurance coverage for "Contents" shall include all furniture, fixtures, equipment and machinery used in the School. The insurance must be sufficient to provide for replacement of property.

20.1.5. Workers' Compensation Coverage. The District agrees to provide adequate Workers' Compensation insurance coverage as required by law.

20.1.6. Fidelity Bond/Crime Coverage: Employees Dishonesty/Crime Insurance for all employees, including Faithful Performance of duty coverage for the School's administrators/principal with an insurance carrier authorized to do business in the State of Florida and coverage shall be in the amount of no less than one million (\$1,000,000) dollars per loss /two million (\$2,000,000) dollars annual aggregate. In lieu of Employee Dishonesty/Crime Insurance, Fidelity Bond coverage of equal coverage amount will be accepted.

20.2. Applicable to All Insurance Provided by the District

20.2.1. Proof of Insurance and Maintenance of Insurance. No later than 30 days following the Effective Date, and for each year thereafter, the District shall furnish External Operator with fully completed certificates of all insurance policies, signed by an authorized representative of the insurer(s) confirming the coverage begins by July 1 of each year. The certificates shall be issued to the External Operator and name the External Operator as an additional insured. Until such time as the insurance is no longer required to be maintained by the District, the District shall provide the External Operator evidence of the renewal or replacement of the insurance no less than thirty (30) days before expiration or termination of the required insurance for

which evidence was provided. The evidence of insurance shall provide that the External Operator be given no less than sixty (60) days written notice prior to cancellation.

- 20.2.2. Other Coverages. The insurance provided by the District shall apply on a primary basis, and any other insurance or self-insurance maintained by the External Operator or its member, officers, employees, or agents, shall be in excess of the insurance provided by or on behalf of the District.
  - 20.2.3. Deductibles/Retention: Except as otherwise specified, the insurance maintained by the District shall apply on a first-dollar basis without application of deductible or self-insurance retention.
  - 20.2.4. Liability and Remedies: Compliance with the insurance requirements of this Contract shall not limit the liability of the District, its subcontractors, its sub-subcontractors, its employees or its agents to the External Operator or others. Any remedy provided to the External Operator or its member, officers, employees, or agents by the insurance shall be in addition to and not in lieu of any other remedy available under the Contract or otherwise.
  - 20.2.5. Subcontractors: The District shall require its subcontractors and its sub-subcontractors to maintain any and all insurance required by law.
  - 20.2.6. Waiver of Subrogation: All policies will be endorsed for waiver of subrogation in favor of the External Operator.
  - 20.2.7. Defense Outside the Limits: Whenever possible, coverage for School Leader's Errors and Omission and Sexual Abuse Liability policies should be written with "Defense Costs outside the limits". This term ensures that limits are available to pay claims rather than having attorney's fees erode the available claim dollars.
  - 20.2.8. Failure to secure and continuously maintain all insurance listed in this Section 20 without cure after written notice above will constitute grounds for termination of this Contract.
- 20.3. The District may self-insure for any or all of the coverages described in this Section 20 and may provide External Operator with a written notice of self-insurance in the place of any proof of insurance described in this Section 20.

## 21. INDEMNIFICATION.

- 21.1. By District. Subject to the monetary limitations and defenses contained in Section 768.28, Florida Statutes (2017), the District agrees to indemnify and hold harmless the External Operator, its member, officers, employees and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees and costs, arising out of, connected with or resulting from: (a) the negligence, intentional wrongful act, misconduct or culpability of the District's board members, employees or other agents in connection with and arising out of the operation of the School, including without limitation, premises liability, liability for negligent supervision and retention of employees, and employer liability; (b) the District's violation of State or Federal law; and (c) any failure by the District to pay its own or the School's suppliers or any subcontractors. In addition, the District shall indemnify, protect and hold the External Operator harmless against all claims and actions brought against the External Operator by reason of any actual or alleged infringement of patent

or other proprietary rights in any material, process, machine or appliance used by the School, except when External Operator supplied, or required District to use that material, process, machine, or appliance. The District shall not indemnify Sponsor for intentional or negligent conduct of External Operator's employees.

- 21.2. By External Operator. External Operator agrees to indemnify and hold harmless the District, its board members, employees and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees and costs, arising out of, connected with or resulting from the negligence, intentional wrongful act, misconduct or culpability of the External Operator's employees in performance of the services in this Contract; (b) violation of State or Federal law by the External Operator's employees in performance of the services in this Contract; and (c) any failure by the External Operator to pay its own suppliers or any subcontractors.
- 21.3. The District and External Operator shall each have the option to defend such claims with their own counsel at the expense of the other party. If the District or External Operator choose to not hire their own counsel to defend, the other Party shall assume the defense of any such claim and have authority in the defense thereof. The Parties' obligation to indemnify one another shall survive the termination of this Contract.
- 21.4. Notification of Third-Party Claim, Demand, or Other Action: The District and External Operator shall notify each other of the existence of any third-party claim, demand or other action giving rise to a claim for indemnification under this provision (a "third-party claim") and shall give each other a reasonable opportunity to defend the same at its own expense and with its own counsel, provided that the other party shall at all times have the right to participate in such defense at its own expense. If, within a reasonable amount of time after receipt of notice of a third-party claim, the District or External Operator fails to undertake to defend, the other party shall have the right, but not the obligation, to defend and to compromise or settle (exercising reasonable business judgment) the third-party claim for the account. The District or the External Operator shall make available to each other, at their expense, such information and assistance as each shall request in connection with the defense of a third-party claim.

## 22. GENERAL AND MISCELLANEOUS PROVISIONS

- 22.1. Entire Agreement. This Contract governs the entire agreement between the Parties as it relates to each School. All prior representations, understandings and agreements, whether written or oral, are superseded and replaced by this Contract.
- 22.2. Governing Law; Venue; Waiver of Jury Trial. The laws of the State of Florida will govern this Contract, its construction and the determination of any rights, duties and remedies of the Parties arising out of or relating to this Contract, with venue lying within the county where the School is located. The parties forever waive the right to trial by jury for any and all litigation between the parties arising out of or related to this Contract. The parties agree to have any such dispute settled by a judge alone, without a jury.
- 22.3. Binding Effect; Counterparts. This Contract shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. This Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument.

22.4. Official Notices. All notices and other communications required by the terms of this Contract will be in writing and sent to the Parties hereto at the addresses set forth below (and such addresses may be changed upon proper notice to such addressees). Notice may be given by: (i) certified or registered mail, postage prepaid, return receipt requested, (ii) facsimile (with confirmation of transmission by sender's facsimile machine) or (iii) personal delivery. Notice will be deemed to have been given two days after mailing or on the date of personal delivery or on the date of transmission of a facsimile if on a business day during normal business hours (or, if not, the first business day thereafter). The addresses of the Parties are:

To EXTERNAL OPERATOR:

LEARNING SCIENCES  
INTERNATIONAL, LLC  
Attention: Michael Toth, CEO  
1400 Centrepark Blvd., Suite 1000  
West Palm Beach, FL 33401  
(724) 459-2100 (Office)  
E-Mail: mtoth@learningsciences.com

To DISTRICT:

THE SCHOOL BOARD OF PINELLAS  
COUNTY, FLORIDA  
Attention: Michael A. Grego, Ed.D.  
301 4<sup>th</sup> Street SW  
Largo, FL 33770  
(727) 588-6011  
E-Mail: gregom@pcsb.org

- 22.5. Assignment. This Contract shall not be assigned by either Party without the prior written consent of the other Party.
- 22.6. Amendment. This Contract will not be altered, amended, modified or supplemented except in a written document approved by the chief executive officers of each of the Parties, who are hereby provided authority to negotiate and execute such amendments.
- 22.7. Waiver. No waiver of any provision of this Contract will be deemed to be, nor will constitute a waiver of any other provision, nor will such waiver constitute a continuing waiver unless otherwise expressly stated in writing. The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the provisions of this Contract shall not be construed as a waiver or relinquishment of said term or provision, and the same shall continue in full force and effect.
- 22.8. Severability. If any provision or any part of this Contract is determined to be unlawful, void, or invalid, that determination shall not affect any other provision or any part of any other provision of this Contract, and all such provisions shall remain in full force and effect.
- 22.9. No Third-Party Rights. This Contract is made for the sole benefit of the Parties, and their affiliates, successors and assigns. Except as otherwise expressly provided, nothing in this Contract will create or be deemed to create a relationship between the parties to this Contract, or either of them, and any third person, including a relationship in the nature of a third-party beneficiary or fiduciary.
- 22.10. Headings and Captions/Interpretation. The headings and captions included in this Contract have been included only for convenience and shall not affect or be taken into account in the interpretation of this Contract.
- 22.11. Successors and Assigns. This Contract will be binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns.

22.12. Impossibility. Neither Party shall be in default of this Contract, if the performance of any or all of this Contract is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, hurricane, riot, fire, explosion, war, act of God, sabotage or any other casualty or cause beyond either Party's control, and which cannot be overcome by reasonable diligence and without unusual expense.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized agents, on the dates written below, and effective as of the Effective Date.

“EXTERNAL OPERATOR”

“DISTRICT”

LEARNING SCIENCES  
INTERNATIONAL, LLC

THE SCHOOL BOARD OF PINELLAS  
COUNTY, FLORIDA

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

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

Chairperson

Its: \_\_\_\_\_

Attest: \_\_\_\_\_

Superintendent

Approved as to Form:

\_\_\_\_\_  
Office of the School Board Attorney

## **Schedule A**

### **Initial School Assessment**

#### **NEEDS ASSESSMENT**

**(Signed Contract Date to April)**

- Conduct review of operational support systems such as budget, facilities, supplies, maintenance, food service, transportation, IT infrastructure and resources.
- Review school leadership, instruction and curriculum.
- Report needs assessment findings.

Develop Year 1 Comprehensive School Action Plan and staffing plan.

Cost -- \$62,250

#### **READINESS PHASE**

**(April to July)**

- Develop communication plan for the community and school.
- Assist in leadership and faculty retention and hiring of new administrators and faculty
- Prepare School Leadership Team to execute Year 1
- Comprehensive School Plan.
- Train all administrators, school-based instructional coaches, and professional learning community leaders.
- Provide teacher orientation and professional development.
- Provide Leadership Coach and Faculty Coach resources to prepare the school coaches and PLC leaders for the new systems for the following year and engage in coaching and training of the leadership team and faculty.

Cost -- \$81,750

**Schedule B**  
**Levels of Service**

**External Operator Model**

- Provide External Operator Practice Leader as area superintendent.
- Provide dedicated Faculty and Leadership Coach resources.
- Oversee all school operations.
- Assume primary responsibility for all school academic programs, curriculum and instruction.
- Assign, reassign, coach and evaluate school personnel.
- Provide professional development and supportive tools and resources including Growth Tracker technology platform, books and materials.
- Identify, train, and coach professional learning community leaders.
- Provide Standards Tracker technology tool to measure daily progress of student academic growth.
- Correlate Standards Tracker data to district interim/benchmark and state summative assessments.
- Develop Model ELA curriculum and instructional materials (beginning summer of 2019)
- Conduct RigorWalks, surveys, data analysis and reporting to measure growth of next generation instructional systems

Fee is \$624,000

**Enhanced Schools of Rigor – Level 1**

- Provide dedicated Faculty and Leadership coach resources.
- Provide teacher professional development, Growth Tracker technology platform, books and materials.
- Provide training and coaching of professional learning community leaders.
- Provide Standards Tracker technology tool to measure daily progress of student academic growth.
- Correlate Standards Tracker data to district interim/benchmark and state summative assessments.
- Develop Model ELA curriculum and instructional materials (beginning summer of 2019)
- Conduct RigorWalks, surveys, data analysis and reporting to measure growth of next generation instructional systems.
- Initiate Human Capital Management system with micro-credentialing.
- Provide monthly Executive Action Team project review meetings.
- Initiate Next Generation coaching system.\*\*
- Initiate Next Generation leadership system
- Initiate Next Generation PLC
- Next Generation MTSS

Fee is \$498,000

## Enhanced Schools of Rigor – Level 2

- Provide dedicated Faculty and Leadership coach resources.
- Provide teacher professional development, Growth Tracker technology platform, books and materials.
- Provide training and coaching of professional learning community leaders.
- Provide Standards Tracker technology tool to measure daily progress of student academic growth.
- Correlate Standards Tracker data to district interim/benchmark and state summative assessments.
- Develop Model Mathematics curriculum and instructional materials (beginning summer of 2020)
- Complete, Implement and revise Model ELA curriculum
- Conduct RigorWalks, surveys, data analysis and reporting to measure growth of next generation instructional systems.
- Continue development of Human Capital Management system with micro-credentialing.
- Provide monthly Executive Action Team project review meetings.
- Next Generation coaching system operating and generating results.\*\*
- Next Generation leadership system operating and generating results\*\*
- Next Generation PLC fully operating and generating results
- Next Generation MTSS fully operating and generating results

Fee is \$298,000

## Standard Schools of Rigor

- Provide teacher professional development, Growth Tracker technology platform, books and materials.
- Provide training and coaching of professional learning community leaders.
- Provide Standards Tracker technology tool to measure daily progress of student academic growth.
- Correlate Standards Tracker data to district interim/benchmark and state summative assessments.
- Conduct RigorWalks, surveys, data analysis and reporting.
- Provide monthly Executive Action Team project review meetings.

Fee is \$198,000