

eAgenda

POLK COUNTY PUBLIC SCHOOLS

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Agenda

06 16 2020 School Board Meeting 12 30 PM

Category

Consent

Sub-Category

Learning General Items

Title

External Operator Contract for Griffin Elementary

Description

Request to accept External Operator contract for **Griffin Elementary** (Educational Directions) for the 2020-2021 school year, as required per Florida Department of Education, Rule 6A-1.099811, FAC.

Recommendation

Recommend the acceptance of the External Operator contract for Griffin Elementary School.

My Contact

Patricia J. Barnes
Regional Assistant Principal

Financial Impact

Griffin Elementary (Educational Directions) \$340,000.00

Attachments: (list)



[Griffin Elementary EO Contract.pdf](#)

Audit Data	Date & Time
Agenda Item Added by Patricia Barnes	5/19/2020 3:23:59 PM
Griffin Elementary EO Contract.pdf added as an attachment by Patricia Barnes	5/25/2020 12:33:34 PM
McLaughlin Middle EO Contract.pdf added as an attachment by Patricia Barnes	5/25/2020 12:34:05 PM
Agenda Item Submitted by Patricia Barnes	5/25/2020 12:34:10 PM
Agenda Item Revised by Patricia Barnes	5/25/2020 12:34:38 PM
Agenda Item Submitted by Patricia Barnes	5/25/2020 12:34:41 PM
Attachment : McLaughlin Middle EO Contract.pdf removed by Wendy Winchester	6/4/2020 4:15:40 PM
Agenda Item Revised by Wendy Winchester	6/4/2020 4:15:41 PM
Item moved by Wendy Winchester	6/4/2020 4:16:25 PM
Attachment : Griffin Elementary EO Contract.pdf removed by Wendy Winchester	6/4/2020 5:29:34 PM
Griffin Elementary EO Contract.pdf added as an attachment by Wendy Winchester	6/4/2020 5:29:44 PM
Agenda Item Revised by Wendy Winchester	6/4/2020 5:29:46 PM
Approval Overriden - Fully Approved by Wendy Winchester	6/4/2020 5:37:29 PM
Agenda Item Revised by Wendy Winchester	6/8/2020 7:01:08 AM

Close

Request Revision

Mark as Reviewed

Elizabeth Warren - (Sr. Director's Secretary)
Role : Reviewer

Change Role | log out

Version: **1.2.1.3 - 1.2.4.5**

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**CONTRACT BETWEEN POLK COUNTY PUBLIC SCHOOLS, FLORIDA AND
EDUCATIONAL DIRECTIONS, LLC
FOR PROVISION OF EDUCATION SERVICES**

This Contract for Provision of Education Services (“Contract”), effective as of June 15, 2020 (the “Effective Date”), is made and entered into by and between **THE SCHOOL BOARD OF POLK COUNTY, FLORIDA**, a body politic and corporate (“PCSB”), and **EDUCATIONAL DIRECTIONS, LLC**, a Kentucky limited liability company (“ED”). PCSB and ED may be individually referred to herein as a “Party” and collectively as the “Parties”

Recitals, Background and Purpose

This Contract establishes the framework for the relationship between the Parties that will support the transformation of the educational culture of the PCSB schools listed in Exhibit A, attached hereto and incorporated herein (the “Schools”). Exhibit A may be amended and replaced by the Parties.

Terms of Contract

1. **Incorporation of Recitals.** The Parties acknowledge and agree that the recitals set forth above are true and correct and are incorporated herein by this reference.
2. **Engagement of ED.**
 - (a) PCSB hereby engages ED and ED hereby accepts said engagement for the purpose of providing to PCSB the services set forth in Exhibit B as attached hereto and incorporated herein by this reference (the “Services”). ED shall be responsible for providing the supplies and personnel (including management, employees, and training), and other resources as necessary to provide the Services.
 - (b) PCSB and ED shall jointly undertake the work of creating a productive learning environment and culture of high achievement at the Schools. ED will provide the Services as set forth in this Contract, and PCSB will participate, cooperate and fully commit to the implementation of the Services. PCSB will support and oversee the operational activities. In addition, ED and PCSB will work together to foster the commitment and confidence of all stakeholders critical to student success.
 - (c) ED will perform the Services with promptness and diligence and shall execute the Services in a workman-like manner. ED represents and warrants it will use an adequate number of qualified individuals with suitable training, education, experience, and skill necessary to perform the Services.
3. **Term and Renewal.**
 - (a) This Contract shall take effect on the Effective Date and shall remain in effect through June 2021 (the “Initial Term”) unless amended by mutual agreement of the Parties or sooner terminated. The intent of this agreement shall satisfy the Florida Department of Education (“FDOE”) requirement regarding the district’s obligation

to the contract with an external operator pursuant to F.S. 1008.33(4)(b)(3) and F.A.C. 6A-1.099811(6).

- (b) This Contract may be sooner terminated or not renewed according to the provisions set forth in this Contract or as may be required by the FDOE pursuant to the Differentiated Accountability State System of School Improvement (“DA Rule”) and related regulations.
- (c) PCSB and ED agree that the renewal of this Contract will be dependent upon the availability of funding.

4. **Compensation and Reimbursements.**

- (a) The financial obligations of PCSB for this Contract are set forth in Exhibit B, attached hereto and incorporated herein.
- (b) ED shall submit an invoice to PCSB’s Chief Academic Officer (“CAO”) specifying the Services performed for the prior month by the fifteenth (15th) day of the succeeding month. Each invoice shall provide sufficient detail to demonstrate the Services performed and the payment requested. Each invoice will detail one (1) or both of the following time blocks for each day Services are performed: (i) a “Full Day,” which is when ED personnel track their time performing Services for seven (7) hours in a single working day; and (ii) a “Half-Day,” which is when ED personnel track their time performing Services for three and one half (3½) hours in a single working day. ED personnel will be able to work two (2) Half-Days in one (1) working day. PCSB’s Deputy Superintendent shall certify that the Services have been satisfactorily and timely completed or provide a list to ED of those items that have not been satisfactorily completed within five (5) business days of receipt of said invoice. ED and PCSB shall work in good faith and in a timely manner to resolve any disputes. After confirmation from the CAO of satisfactory completion of the Services (in whole or in part), the invoice (in whole or in part) shall be submitted by PCSB for payment, and payment shall be made by PCSB within thirty (30) days after the CAO’s approval of a proper invoice.
- (c) PCSB’s obligations under this Contract are contingent upon availability of lawfully appropriated funds for this Contract.
- (d) ED’s FEIN is 04-3768206, and ED shall provide to PCSB a duly executed IRS Form W-9 as a condition precedent to any payment under this Contract.
- (e) PCSB’s payment of invoices shall be made in accordance with Florida’s Prompt Payment Act set forth in Chapter 218, Florida Statutes, except as modified herein. Any final invoice for Services under this Contract shall be submitted by ED to PCSB no later than ninety (90) days after the expiration of the Term.
- (f) PCSB shall ensure that each School provides adequate space for the Services, including professional development sessions, to the extent applicable. If ED needs to acquire additional space in order to provide such Services, PCSB shall reimburse ED for the costs of the additional space with the monthly payments to be made

hereunder, in addition to the costs for the Services. Before additional space is acquired, PCSB must approve the need and cost.

5. **Telework.** In the event that there is an unscheduled closure of the Schools, ED will continue to provide the Services remotely by utilizing both telephonic and video conference calls (“Telework”), at the discretion of ED.
6. **Confidentiality; Compliance with Student Privacy Laws; Intellectual Property.**
 - (a) ED agrees that all personal information relating to any student participating in PCSB programs shall remain confidential and not be disclosed to any third party without the prior written consent of such student’s parents or legal guardian. Failure to comply with this provision will be an Event of Default (defined below) under this Contract and may result in the PCSB’s inability to provide student data to ED.
 - (b) In performance of the Services, ED may have access to information that is not generally known to others relating to names and identities of students and to personnel files. ED shall comply with the Family Educational Rights and Privacy Act (“FERPA”) (20 U.S.C. § 1232g and 34 CFR Part 99) and all other applicable laws and regulations governing student privacy as it relates to the program evaluation. To the extent permissible by FERPA, PCSB shall grant ED access to any information pertaining to students and staff at each School that ED requests in order to carry out the Services, including, but not limited to, individualized education plans, student records, and personnel files. Each Party agrees to: (i) protect such confidential information in a reasonable and appropriate manner; (ii) use confidential information only to perform its obligations under this Contract; (iii) withhold confidential information from any third party and only to disclose such information with the prior written consent of the other Party; and (iv) comply with all legal requirements pertaining to the disclosure of confidential records.
 - (c) Any of the teaching methods, ideas, concepts, presentation, or products utilized during the course of the presentations and instructions of ED are wholly owned by ED. The materials and processes espoused by ED in its presentations and teachings are the exclusive intellectual property of ED and remain so even when employed by the Parties to this Contract, their agents, assigns, employees, independent contractors, or any other person associated with this contract. PCSB, its members, employees, agents and assigns shall be granted fair use of the ideas and techniques employed by ED during the Term, and it shall not be considered infringement on the intellectual property rights of ED for them to do so.
 - (d) **Intellectual Property.**
 - (i) **Ownership of ED’s Intellectual Property:** The Parties agree that all discoveries, inventions, improvements, methods, works of authorship, trademarks, trademark applications, service marks, technology, computer programs, databases, trade secrets, confidential information, patents, patent applications, copyrights, and any other forms of intellectual property (whether or not reduced to practice or writing) (collectively, “Intellectual Property”) created or developed by employees

or agents of ED (“ED Personnel”), excluding any PCSB Personnel, during the Term shall be owned exclusively by ED (the “ED Intellectual Property”).

(ii) Ownership of PCSB Intellectual Property: PCSB hereby assigns certain of its employees (“PCSB Personnel”) to perform Services for ED at the Schools or other locations. All Intellectual Property that PCSB Personnel create or develop while performing Services and not using the PCSB Intellectual Property (defined below) at the Schools or for ED shall be owned exclusively by ED and shall be considered ED Intellectual Property. In all cases outside the scope of the Services, Intellectual Property that PCSB Personnel create or develop shall be owned exclusively by PCSB (the “PCSB Intellectual Property”).

(iii) License of PCSB Intellectual Property: PCSB hereby grants to ED a non-exclusive and royalty-free license to use products and services embodying PCSB Intellectual Property for ED’s use at the Schools for the Services and not otherwise. For clarity, PCSB is only licensing to ED the PCSB Intellectual Property otherwise utilized by the Schools for the sole purpose of administering the Services.

(iv) Return of Property: Upon termination of this Contract for any reason, PCSB shall return to ED within thirty (30) days any and all ED Intellectual Property. Likewise, ED shall return to PCSB any and all PCSB Intellectual Property

7. **PCSB Responsibilities.**

- (a) PCSB shall maintain designated administrative leaders to serve as direct contacts with ED’s coordinator(s). The role of the designated administrative leaders shall be to resolve issues and problems confronted by ED in implementing the agreed-upon school design and performance plan.
- (b) PCSB shall designate locations within each School for ED to have an office or conference room as needed for ED’s provision of Services at each School.
- (c) PCSB shall ensure continuation of all non-academic services, such as facilities, transportation, food services and maintenance related to the daily operation of each School, as well as any Services purchased by ED. PCSB’s designated administrative leaders shall be responsible for ensuring that all PCSB services are efficiently and expeditiously provided to each School.

8. **Events of Default; Termination.**

- (a) Events of Default: The occurrence of any one or more of the following events prior to the expiration of the Term shall constitute an “Event of Default” hereunder:
 - (i) Failure to pay any sum of money becoming due under this Contract, which such default continues for ten (10) days after written notice thereof; or
 - (ii) Failure to perform or observe any material term, covenant or condition of this Contract, which such default continues for thirty (30) days after written notice thereof.

- (b) Termination Upon Event of Default: Upon the occurrence of an Event of Default, the non-defaulting Party, at its sole and absolute election, may terminate this Contract and exercise all rights and remedies it may have at law or in equity. Notwithstanding the foregoing, the Parties agree that any termination shall not take effect until the end of a school year, unless there are unusual and compelling circumstances which justify the disruption to each School's academic program. Any PCSB uncured Event of Default for failure to pay any sum of money becoming due under this Contract shall constitute a "compelling circumstance" for ED's termination of this Contract.
- (c) Termination for Convenience: Absent an Event of Default, neither Party may terminate this Contract prior to its expiration.
- (d) In the event of an uncured Event of Default by the either party, the non-defaulting party may take any and all actions permitted by law and/or in this Contract so long as such Event of Default is continuing and remains uncured.

9. **School Programs**. ED shall perform the Services in the context of the school design and programs for each School. In providing the Services, ED may, after consultation with PCSB add, modify or eliminate existing extracurricular programs.

10. **Indemnification**.

- (a) ED shall indemnify, hold harmless, and defend PCSB, Board members, officers, employees, agents and volunteers or representatives against any claim, action, loss, damage, injury, (whether corporeal or mental) to persons, including death, or damage to property (and including reasonable attorneys' fees and costs incurred by PCSB), arising out of or incidental to the following: (i) ED's performance of this Contract or work performed hereunder, (ii) ED's breach of this Contract; and (iii) failure of ED to pay its suppliers, vendors, employees, agents, or contractors. Notwithstanding any statement herein to the contrary, ED's total liability to PCSB shall not exceed the amount paid to ED pursuant to this Contract for the then-preceding twelve (12) months, provided that this limitation of liability shall not limit ED's obligation to indemnify, defend, and hold PCSB harmless from and against third party claims.
- (b) Nothing in this Contract shall be deemed to be a waiver, limitation, or alteration of PCSB's sovereign immunity pursuant to F.S. 768.28.

11. **Miscellaneous**.

- (a) The Parties acknowledge and agree that the terms and provisions of this Contract have been negotiated and discussed among them and that this Contract reflects their mutual understanding. No Party shall be deemed to be the drafter of this Contract. Therefore, no presumption for or against validity or as to any interpretation hereof based upon the identity of the drafter shall be applicable in interpreting or enforcing the Contract.

- (b) The Parties intend that the relationship between them created by this Contract is that of an independent contractor, and not employer-employee. No agent, employee, or servant of ED shall be deemed to be the employee, agent, or servant of PCSB except as expressly acknowledged in writing by PCSB.
- (c) Except for the failure of either Party to pay its obligations hereunder, neither Party shall be in default of this Contract if the performance of any part 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, pandemic, epidemic, accident or any other casualty or cause beyond either Party's control, and which cannot be overcome by reasonable diligence and without unusual expense.
- (d) This Contract (and exhibits) constitutes the full, entire and complete agreement between the Parties. All prior representations, understandings and agreements are superseded and replaced by this Contract.
- (e) This Contract may be altered, amended, changed or modified only by the Parties' agreement in writing. Any changes must comply with all applicable Federal, State, and local laws and be approved by both Parties, in writing, before those changes are implemented.
- (f) The Parties shall not assign their rights under this Contract without the prior written consent of the other Party; however, due to the nature of the Services, PCSB may withhold its consent to any assignment in its sole and absolute discretion. ED may, without the consent of PCSB, enter into contracts for Services with an individual or duly formed business entity so long as ED remains ultimately responsible for said Services.
- (g) Except as expressly provided to the contrary herein, each section, part, term or provision of this Contract shall be considered severable, and, if for any reason, any section, part, term or provision herein is determined to be invalid, contrary to or in conflict with any existing or future law, rule or regulation by a court or governmental agency having competent jurisdiction, such determination shall not impair the operation of or have any other effect on the remaining sections, parts, terms or provisions of this Contract, which shall continue to be given full force and effect and bind the Parties hereto, and such invalid sections, parts, terms or provisions shall not be deemed to be a part of this Contract.
- (h) No waiver of any provision of this Contract shall be deemed or shall constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.
- (i) Every notice, approval, consent or other communication authorized or required by this Contract shall not be effective unless same shall be in writing and sent postage prepaid by United States mail, directed to the other Party at its address provided below or such other address as either Party may designate by notice from time to time in accordance herewith:

If to ED:

Educational Directions, LLC
Attn: Joe DeSensi
1221 Summit Ave.

Louisville, KY 40204
Phone: (502) 291-3723
Email: jdesensi@eddirections.com

With copy to:

Thomas Ice, Jr., Esq.
Middleton Reutlinger, P.S.C.
401 South Fourth Street
Suite 2600
Louisville, Kentucky 40202
Phone: (502) 584-1135
Email: tice@middlettonlaw.com

If to PCSB:

The Polk County Public Schools, Florida
Address: 1915 South Floral Avenue
Address: Post Office Box 391
Bartow, Florida 33813
Phone: (863) 534-0521

Contact: Jacqueline Byrd
Email: jacqueline.byrd@polk-fl.net

With copy to:

Office of General Counsel
Attn: C. Wesley Bridges II, Esq.
Address 1915 South Floral Avenue
Address Post Office Box 391
Bartow, Florida 33813
Phone: (863) 640-3765

Email: wes.bridges@polk-fl.net

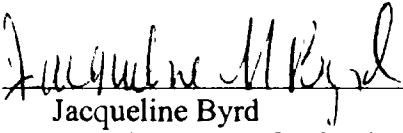
- (j) This Contract is not intended to create any rights of a third-party beneficiary. This clause shall not be construed, however, as a waiver of any right of a member of the community, or a student or parent of a student of any School.
- (k) All representations and warranties made herein shall survive termination or expiration of this Contract unless expressly set forth otherwise.
- (l) Both Parties shall comply with all federal, State of Florida, and local non-discrimination laws, rules, regulations, and ordinances.
- (m) This Contract shall be construed under and governed by the laws of the State of Florida. Venue for any action arising under this Contract shall lie exclusively in the courts of Polk County, Florida.
- (n) This Contract may be executed via counterpart and facsimile signature, the counterparts and facsimiles of which, when taken together, shall be deemed to constitute an entire and original Contract.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the Parties hereto have executed this Contract as of the day and year first above written.

Attest:


**POLK COUNTY PUBLIC SCHOOLS,
FLORIDA**

By: 
Jacqueline Byrd
Superintendent of Schools and
Ex-Officio Secretary to the Board

By: 
Contact

Form Approved:


Approved by Board: 6/16/2020

By: 
Office of General Counsel

Witnesses:

EDUCATIONAL DIRECTIONS, LLC

By: _____
Name: _____

By:  06-22-2020
Name: Dr. Joe DeSensi
Title: Managing Member

By: _____
Name: _____

EXHIBIT A

List of Schools

1231 -Griffin Elementary School

EXHIBIT B

Services to be provided by ED **and** **Costs for the Services**

I. Project Overview

Educational Directions, LLC (“ED”) will provide the External Operator Services (“EOS”) option for Polk County Public Schools (“PCSB”) for the Turnaround Option Plan (“TOP”) priority schools pursuant to F.S. 1008.33(4)(b) and F.A.C. 6A-1.099811(6) under the following terms:

PCSB defines 3 tiers of schools in terms of district and external help.

Tier 3 – Schools that are in year three (3) or year four (4) of TOP.

Tier 2 – Schools that are in year one (1) or year two (2) of TOP.

Tier 1 – Schools whose current school grade is an A, B or C.

Services by Tier

Tier 3 Schools will receive the External Operator (“EO”) intervention level as mandated by the state pursuant to F.S. 1008.33(4)(b) and F.A.C. 6A-1.099811(6). Tier 3 Schools that make a “C” or better on the state test will become a Tier 1 School but will receive both District Managed Turnaround (“DMT”) support as well as the Intensive Technical Services (“ITS”) intervention level from ED. Schools not receiving a “C” or better will remain a Tier 3 School.

Tier 2 Schools that are in the first year of TOP will receive DMT support. Schools that are in the second year of TOP will receive DMT support as well as the Academic Managed Organization (“AMO”) intervention level from ED.

Tier 1 Schools who were previously a Tier 3 School will receive DMT support except for schools that were in the prior either a: (i) Tier 3 School; or (ii) in the second year of being a Tier 2 School. Tier 1 Schools will also have some level of ITS support from ED.

II. What ED Will Provide:

Overview of ED

ED is a midsized educational consulting company celebrating over 20 years of service to educators. Since our founding, we developed several series of professional development initiatives, created computer systems to track and connect data, were granted patents on several educational processes to improve school performance, authored books on curriculum and school turnaround, and created an innovative student-focused approach for designing a successful school year.

Most ED lead coaches were once principals, assistant superintendents, or employees for a state department of education. Our coaches average over 35 years of service to education and over 15 years of experience with ED. ED has the strongest staff of any educational company today. Our educators are passionate about education and helping schools.

A Philosophy of Student-Centered Teaching

ED's approach reshapes the way a school thinks about "work." Our focus on defining and acting on "the right work" produces improved performance in each student. Our professional development training focuses on what the learner needs to have achieved at specific times in the school year and strategies for preparing schools to provide expected learner experiences. In the schools, our coaches help apply those strategies to each school's specific circumstances and needs. We address the root causes of poor performance by putting greater focus on student work than on test scores that lack context.

Vision: To help schools and school systems create world class students.

Mission: From kindergarten to high school, we are dedicated to boosting student performance, closing achievement gaps, and focusing education on the students' needs, first and foremost.

Values:

- Begin with the belief all students can be successful.
- Center instruction on the work students do rather than the work adults do in the classroom.
- Always identify the root cause of where student work breaks down (Knowledge, Attitude, Perception, Thinking, and Experience).
- Use timely, good datasets to baseline performance and track progress.
- Believe everyone will give their best to improve the education of every student.
- Treat every district and every school like our own kids were students.

Summation of the External Operations Approach

A. Improve student learning - ED uses a number of strategies to improve student learning and academic achievement. The core of our approach is our understanding and attention to the Rhythm of the Learner Year and the types of experiences students need to have in each part of the year. We use a variety of data points other than test scores to identify and to track student performance. Teachers and ED staff utilize data, portfolios, and assessment samples in PLC discussions to inform decisions about student needs.

B. Increase learning opportunities - Another core element of the ED approach to student achievement is focused on equal opportunity in experience as learner and performer. Academic and management rituals and routines are used to build an equal experience basis for all students and performers. As part of this, ED uses diagnostic tools to determine where students are as learner and performer as a starting point to develop a plan to move all students to the transition expectations established for that particular academic year.

C. Innovative learning methods - ED encourages innovation by training school leadership and teaching staff to do student-focused unit and lesson plans. We establish goals for the year, which are translated into course, unit, and lesson plans and used to establish specific competencies expected of all students. The diagnostics that identify where students start that learning process help determine the types and levels of work that students need to move from where they are to where they need to be by the end of the academic year.

D. Progress monitor student achievement and learning outcomes - The development of a true “plan backwards – deliver forwards” curriculum depends upon extensive monitoring of not only student scores but also upon the learning and performing competencies, attitudes, and perceptions required for the student to demonstrate a potential as a performer and to make successful transitions to the next level.

Educational Directions Management Structure

The management structure at the school will be determined by the current status of the school in terms of size, current culture and climate, curriculum and resources, and state and district expectations, etc. Where schools either are missing some key staff or ED decides to make changes, ED will work with the district to recruit and fill roles to complete the academic team. Once the school leadership team is in place, they will have input into new hires and placement of key roles.

ED Roles and Responsibilities

Educational Directions Site Director: The Site Director is a senior ED coach that will work with both the Leadership Coach and the principal and will add additional leadership, operations and instructional support. The Site Director will also work with the Leadership Coach to determine how to best use the academic coaching resources.

Educational Directions Leadership Coach: A Leadership Coach is an educator who has experience in turnaround schools and understands the ED approach to turnaround work. One leadership coach will work with the school for the entire year. Duties include mentoring the school leadership team, deciding how to best utilize ED academic and data specialists, address ad hoc school and leadership issues, and work with the site director to keep the district team informed.

Educational Directions Academic Specialists: ED provides content specialists in math, science, language arts, special education, social studies and ESL. Academic Coaches are prepared to work with curriculum, classroom strategies, assessment and lesson planning. For this project, ED will assign Academic Coaches for science, language arts and math, if requested by the Leadership Coach. For the 20-21 school year, the majority of these days will be training and support for ELA and ESE.

Educational Directions Data Coaches: Data Coaches work school staff to develop, collect and organize, and analyze data for use in data planning and decision-making. Data Coaches aid in providing for the data needs identified by the Leadership Coach.

Educational Directions Project Management: Project Managers do the prep work for the project, broker services requested by Leadership Coaches, plan travel, oversee delivery of materials, work with the district to coordinate training and professional development, and track the contract deliverables for compliance and billing.

Educational Directions Reporting: Reporting can be handled by two or three of the ED staff. The ED staff is responsible for generating all reports required by the project, preparing data for the Project Manager and work with the Project Manager to monitor implementation and impact as well as complete the end of year reporting. They also ensure completeness and quality for reports to the district and the state.

Fiscal Management and Budgeting

Insourcing to PCPS - Most of operations and facility maintenance, transportation services, food service, and teacher retirement and benefits will be contracted back to the district for both continuity of the EO year and for continuity of returning governance to PCPS. ED will also use PCPS as the fiscal agent for the school. Our plan is to keep the operations as stable as possible and only affect the pieces of climate, leadership, and instruction that have the greatest impact on student performance. Administration and faculty should not see a large difference in the facility operations, bussing, or food service for an EO year.

Inclusive Pricing - ED price is inclusive of all travel, ED personnel, lodging, ED materials. The only pieces of the school budget that ED will affect during negotiations will be the budget for teacher pay and working out the incentives and the bonuses as well as redirecting any program money for programs that will not be utilized. Though it will be ED call in an EO year which programs will be used at the schools, we will consult the district for input before any major decisions.

Financial Management and Oversight - ED will utilize PCPS as the fiscal agent; therefore, we will utilize the current district safeguards and protocols to ensure the financial resources are properly managed. ED has no debt, a large cash reserve, and is current with all state and federal legal requirements and tax obligations.

For PCPS employees, ED will contract health, workers' compensation, general liability, property insurance, and directors and officer's liability coverage back to PCPS. ED will manage health, workers' compensation, general liability, property insurance, and directors and officer's liability coverage for its own full-time employees (with the exact amounts required to be negotiated in the contract).

Progress Monitoring and Reporting

ED will submit monthly reports that will include the likelihood that the school will achieve the score of a C. This rating will be the combination of student data and work product for that month as well as the ED leadership coach and content and data coaches' observations. If the school is not on track to make a C, ED will report to the district and the state the root cause(s) and mitigation strategy with what data ED will be using to track efficacy, impact and progress.

Enhancements for 20-21 School Year

ED will have several specific foci upon entering into the 20-21 school year. The principal, assistant principal, and math coach will be returning. We will go deeper into our Rhythm of the Learner Year leadership coaching as well as onboard the new reading coach. We will also provide additional ELA and ESE support base on our analysis of the 19-20 school year. Attendance will also be a focus of the upcoming year. Working with the district attendance team, we will monitor attendance, provide incentives, and make attendance a focus of concern

for the students. We will also modify some of our data tracking based on the way gains will be calculated to ensure we have a reading on how the school will score on the state test.

III. Costs

2020-2021 School Years - \$340,000 for Griffin Elementary

Title	Duties	Includes	Days	Cost
Leadership coach/Site manager coach days	Duties include mentoring the school leadership team, deciding how to best utilize ED academic and data specialists, address ad hoc school and leadership issues, and work with the site director to keep the district team informed. This also includes: *Mentoring and advising principal and leadership team *Meet with the district and state leadership for updates and next steps *Work with school leadership to apply the Learner Year PD and communicate with staff *Review datasets to track progress as well as implementation and impact of interventions *Push into PLCs to work with content areas on collecting and interpreting cognitive and noncognitive data with content areas *Contribute to the monthly status reporting and end of year reporting *Review scheduling, operations, class transitions and bus protocols *Class transition and classroom walkthroughs to track progress *Escalating ad hoc issues and red flags to ED leadership team and district leadership	Inclusive of all travel, ED personnel, lodging, ED materials. Leadership coaches also have a budget for teacher and student incentives that is included in this cost. Price includes support and travel of senior team for district and state meetings.	80	\$197,500
Academic and data coaching support days	Academic Coaches are prepared to work with curriculum, classroom strategies, assessment and lesson planning. Data Coaches work school staff to develop, collect and organize, and analyze data for use in data planning and decision-making.		50	\$92,500
Project Management	Project Managers do the prep work for the project, broker services requested by Leadership Coaches, plan travel, oversee delivery of materials, work with the district to coordinate training and professional development, and track the contract deliverables for compliance and billing.		12	\$10,000
Reporting	Responsible for generating all reports required by the project, preparing data for the Project Manager and work with the Project Manager to monitor implementation and impact as well as complete the end of year reporting.	Inclusive of all software, licenses, virtual meetings subscriptions, and support tools for the school.	12	\$10,000

Detailed Budget

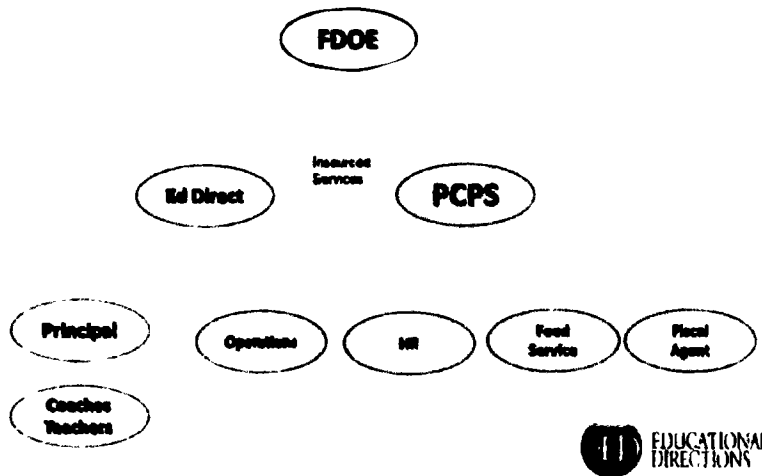
Service	Projected Schedule	Costs (if applicable)
Professional Development- we will have 3 sessions to cover our just in	Session 1 – opening of school Session 2- end of fall semester Session 3 – after winter break	\$10,000 per session

time PD series: The Rhythm of the Learner Year

Inclusive of all travel, ED personnel, lodging, ED materials, books, participant guides, and training staff and administrators.

IV. Intervention Tier Organizational Charts

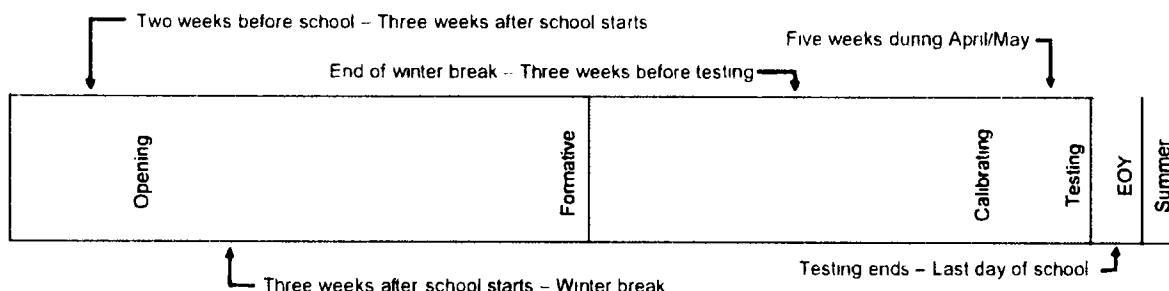
External Operator (Tier3) Organizational Structure



V. Ed Directions' Rhythm of the Learner Year Periods and Priorities

We use **the Rhythm of The Learner Year** for:

- Building independent, proficient performers.
- Building a comfort zone around best effort.
- Establishing an accurate perception of “proficient” learning and performing.
- Effective engagement in critical reading, writing, and thinking strategies in content work and assessment.
- Building compensating and accommodating strategies where performing competencies are lacking.
- Providing only effective learning and performing work in all classes.



The Rhythm of the Learner Year Periods

- Opening of School Period
- Formative Period
- Calibrating Period
- Testing Period
- End-of-Year Period
- Summer Period

Learner Year Periods Detail

The Opening of School - 2 weeks before school opens to 3 weeks after school opens

Priorities:

- Enculturing
- Preparing all students for success in class
- Mastering management and academic rituals and routines
- Building adult access to students
- Establishing work and performance expectations
- Jump starting critical reading, thinking, and writing

The Formative Period - From week 3 to the beginning of winter break

Priorities:

- Building an independent learner and increasing potential as performer
- Building operational language
- Using critical reading, writing, and thinking strategies
- Building basic reading and performing competencies
- Building a best effort comfort zone

The Calibrating Period - From the end of winter break to three weeks before the state test

Priorities:

- Building proficient performance
- Mastering uses of content
- Successful equivalent performance
- Operational language fluency

The Testing Window - Up to two weeks before the test through 1 week after the test

Priorities:

- Enable long term memory
- Ensure best effort
- Transition to the End of Year work

End of Year Period - The week after the test through the end of the school year

Priorities:

- Establishing student ownership of learning and performing
- Enabling successful transitions
- Establish summer expectations

The Summer Period - From the end of school to 2 weeks before the start of the next year

Priorities:

- Reduce performance loss
- Encourage interests and talents
- Build access
- Review of data
- Planning, planning, planning

VI. Pay Schedule and Performance Pay

PCSB will pay ED up to a total of Three Hundred Forty Thousand and 00/100 Dollars (\$340,000.00) in the following manner: (i) a “Base Payment” of Two Hundred Twenty Six Thousand Seven Hundred Eighty and 00/100 Dollars, (\$226,780.00), prorated by the amount of Service days performed per month, each Service day is One Thousand Four Hundred Seventy Two and 60/100 Dollars (\$1,472.60) in accordance with Section 4(b) & (e) of the Contract; and (ii) a “Performance Payment” of One Hundred Thirteen Thousand Two Hundred Twenty and 00/100 Dollars (\$113,220.00) with the last prorated Base Payment upon satisfaction of the Performance Pay Contingency, as defined below.

Performance Pay Contingency:

The Performance Pay Contingency is satisfied upon one of the following events: (i) ED raises the School’s grade to a “C” or better; or (ii) ED improved the School’s grade by at least four (4) percentage points from the last testing cycle.

By utilizing the Performance Pay Contingency, PCSB agrees to the following commitments: (i) Schools will be fully staffed with qualified teachers within a month of such School opening; (ii) Schools will have a 90% fill rate for substitute teachers; (iii) Schools will have all necessary resources and classroom materials, as determined by ED, by the first week of school; (iv) Schools will quickly fill any key leadership positions, as determined by ED, that become open during the year; and (v) PCSB will address any structural, transportation, or operational issues that would otherwise impede students’ learning, as determined by ED.

In the event the end of year diagnostics testing is cancelled for any reason, the Performance Pay Contingency will have been deemed satisfied and the Performance Payment will be paid to ED with the last prorated monthly payment of the Base Pay.

Cancellation of Contract:

In the event this Contract is cancelled or otherwise terminated, ED will receive a prorated amount of the Performance Payment calculated as follows: number of Service days that were provided divided by the total amount of Service days were contracted for multiplied by the Performance Payment. For illustrative purposes only: If there were 150 days that ED provided Services, and there were 200 Service days contracted for, ED would receive \$84,915.00 of the Performance Payment ($150/200 = .75$; $.75 \times \$113,220.00 = \$84,915.00$).