

EXTERNAL OPERATOR CONTRACT

This External Operator Contract ("Contract") is made and entered into this 28th day of April, 2020, 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) (2019), 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) (2019), Florida Statutes, and Section 6A-1.099811, F.A.C. (2019), 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; and

WHEREAS, the parties had previously entered into an External Operator Contract dated February 27, 2018 regarding, in part, services to Lakewood Elementary, which the parties intend to replace with the provisions set forth herein.

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

1. **RECITALS.** The foregoing recitals are true, correct and incorporated herein by reference.
2. **SCHOOL SERVED.** The school to be served by External Operator under this Contract is Lakewood School ("School") located at 4151 6th Street South, St. Petersburg, FL33705. The School serves students in Pre-K through fifth grade and bears MSID number 2021.
3. **TERM; EFFECTIVE DATE; STATE BOARD OF EDUCATION APPROVAL.**
 - A. **Effective Date.** This Contract will become effective upon execution by both Parties.
 - B. **Term.** The Term of this Contract will commence on the Effective Date and continue through the 2020-2021 school year unless terminated earlier as provided in Section 17 or otherwise herein.
 - C. **State Board of Education Approval.** This Contract is subject to the State

Board of Education's approval 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.

4. RELATIONSHIP OF THE PARTIES.

- A. 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.
- B. 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.
- C. 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.

- A. 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.
- B. Staffing Plan and Professional Development Plan. After the Effective Date, External Operator will complete a comprehensive assessment of the needs of the School including a 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 and all other systems necessary to develop a staffing and professional development plan for the 2020-2021 school year.
- C. Preparation for External Operations (Approximately May 2020-August 2020). In and around May 2020, External Operator will prepare the School Leadership team to execute the 2020-21 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.
- D. External Operations (Beginning August 2020). 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. If any elements of School operations are identified by the External Operator 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.

E. Curriculum, Instruction, Climate, and Culture. 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. This includes improvement of behavior, climate, and culture of the School. 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:

- Strong instructional leaders who recognize and support rigorous teaching and learning
- Expert teacher leaders who coach and guide peers to instructional expertise
- Skillful teachers who guide and inspire students to high academic performance
- Engaged students who self-regulate, collaborate, and think creatively with challenging academic content
- Informed and involved families and community members who take pride in the School as an example of world-class education
- Professional development for administrators, coaches, PLC leaders, and teachers
- Coaching for principal and administrators, teacher leaders (coaches and PLC leaders), and teachers
- External Operator's Tracker technology with included instructional tools and data systems that are used to enhance instruction
- Implementation of next generation systems to reinvent the School in a replicable, scalable model

- ELA and Math model curriculum for new pedagogy utilizing open resources
- F. 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.
- G. 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 (2019), as conducted by the District at External Operator's expense.
- H. 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:
- A. 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 ID; 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.
- B. 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.

- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. 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.

- I. 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.
- J. 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.
- K. 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 shall be consistent with the School's extended learning program budget and in conjunction with existing community partnerships at the School.
- L. Priority of Implementation. External Operator will work with the School and District to opt the School out of any initiatives from the State or other source external to 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 initiatives that cannot be eliminated or 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 work collaboratively with External Operator to provide additional resources to meet this requirement, with such resources to be agreed upon by the parties.

7. **EXECUTIVE ACTION TEAM.** An Executive Action Team will be formed consisting of the Superintendent and/or Deputy Superintendent, Associate Superintendent of Human Resources, Chief Transformation Officer, Principal, 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 Sections 1001.42(21) and 1008.33 (4)(1)(a) Florida Statutes (2019). 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 (2019), 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.

- A. Access to Student Records. To facilitate the services provided under this Contract to increase student achievement, the District will provide External Operator access 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) and School Board Policy 8330.
- B. 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.
- C. 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.
- D. Unauthorized Disclosures. Upon termination of this Contract, 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 Contract, 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 Contract 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.** 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 the services provided. 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.
14. **SCHOOL PERSONNEL.**
 - A. **Employment Status.** All personnel assigned to the School ("School Personnel") will be District employees, with their salaries and benefits paid from District funds.
 - B. **Incentive Pay.** Pursuant to the Memorandum of Understanding with PCTA, The District will provide pay incentives to encourage teachers to work and remain in the School.
 - C. **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 reassign that individual in a setting to be determined by District.

- D. 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 is subject to reasonable budgetary constraints.
- E. 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.
- F. School Principal. The External Operator will collaborate with the appropriate members of the Executive Action Team to supervise, place, evaluate, coach, and remove the School Principal, subject to applicable law.
- G. Evaluation. The parties recognize that District evaluation systems for principals, assistant principals, and teachers are consistent with External Operator's instructional model and expectations. Teachers will not be retained at the School unless they are effective or highly effective instructors pursuant to the District's evaluation system.
- H. 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.
- I. 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.
- J. Background Screening and Fingerprinting of School Personnel. The District is responsible for all background screening and fingerprinting of all School

Personnel.

- K. Employment Records. The District is responsible for maintaining the employment records for all School Personnel.
- L. 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.
- M. 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.
- N. Coordination. This Section 14 is subject to the provisions of Sections 8 and 9.

15. FEES FOR SERVICE

- A. Fee for Staffing Plan and Professional Development Plan. Under the contract dated February 27, 2018 replaced by this Contract, the District already paid External Operator Thirty-Three Thousand Dollars (\$33,000) for staffing and professional development services to be performed as described in paragraph 5 B herein. Accordingly, External Operator will credit the \$33,000 against the amount owed for External Operation Services.
- B. Payment for External Operation Services. External Operator will perform services described herein for the purpose of improving student achievement and the School's grade for the 2020-2021 school year. External Operator will be paid Three Hundred and Forty-Nine Thousand Dollars (\$349,000) for these services less the \$33,000 credit described above. However, the final 33% of the contract value (\$115,170) may not be paid until and unless the External Operator demonstrates that the school has achieved at least a "C" grade. If the services of External Operator do not result in the School improving to a "C" grade following administration of the FSA for the 2020-2021 school year, the payment due to the External Operator under this Contract is reduced by 33% or One Hundred Fifteen Thousand One Hundred and Seventy Dollars (\$115,170). Accordingly, the District will withhold \$115,170 until after release of the School grade for the 2020-2021 school year and will pay the balance (\$200,830) (balance after \$33,000 credit described above) in twelve (12) equal monthly installments of \$16,735.83 on the fifteenth day of each month beginning July 15, 2020. The \$115,170 holdback will be paid within forty-five (45) days after the School's receipt of a grade of "C" or higher as

reported by FLDOE for the 2020-2021 school year.

- C. Place of Payment. All fee payments shall be made payable to External Operator and sent to the Official Notice address set forth herein.
- A. 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. SHARED OVERSIGHT OF SCHOOL. The External Operator will partner with the District to ensure the School's continued growth. 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 as set forth in Section per Section 5. The District and External Operator mutually agree to the following assurances:

- A. 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.
- B. 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.
- C. 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.
- D. 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).
- E. 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.

- F. 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.
- G. Tutoring. The School's teachers will continue to provide tutoring to accelerate their students' learning growth.
- H. Curriculum Development. The School will continue to develop model curriculum.
- I. Attendance at Annual Building Expertise Conference. The School will send the principal to the External Operator's Building Expertise conference. The cost of registration for the principal's attendance of this conference is included in the fee outlined in Section 15. The costs for travel to this conference is the responsibility of the District.
- J. Changes in District Leadership. The work described in this Contract will continue through any changes in the District's superintendent or school board. A newly appointed or elected superintendent will receive an orientation of the services provided by the External Operator.

17. TERMINATION.

- A. Termination of Contract Following Receipt of School Grade for 2020-2021. This Contract will terminate if the School receives a grade of "C" or higher when grades are reported by the FLDOE following administration of the FSA for the 2020-2021 school year.
- B. 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.
- C. Termination by Mutual Written Consent. This Contract may be terminated by mutual consent of both Parties, without penalty to either Party, with such

termination to be effective at such time, and upon such other terms, as set forth in such written consent.

D. **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.

E. **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:

- Keep and maintain public records required by the District to perform the service.
- 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.

- 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 Contract and following completion of the Contract if the External Operator does not transfer the records to the District.
- Upon completion of the Contract, 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 Contract, 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.
- A request to inspect or copy public records relating to this Contract 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.
- The failure of the External Operator to comply with these provisions, if applicable, shall constitute a default and material breach of this Contract, which may result in immediate termination, with no penalty to the District and may also result in penalties under Section 119.10, Florida Statutes.
- 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 CONTRACT, 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.

20. **INSURANCE.** The District is self-insured but maintains an excess liability policy with limits of \$500,000 to \$5,000,000. The District will provide External Operator with a written notice of self-insurance as well as proof of insurance upon request.

21. **INDEMNIFICATION.**

- A. By District. Subject to the monetary limitations and defenses contained in Section 768.28, Florida Statutes (2019), 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.

- B. 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.
- C. 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.
- D. 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

- A. **Entire Agreement.** This Contract governs the entire agreement between the Parties as it relates to the School. All prior representations, understandings and agreements, including without limitation the External Operator Agreement dated February 27, 2018 and any other written or oral agreement, are superseded and replaced by this Contract.
- B. **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 in Pinellas County. 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.
- C. **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.
- D. **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 3340 I

(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 4th Street SW

Largo, FL 33770

(727) 588-6011

E-Mail: gregom@pcsb.org

- E. Assignment. This Contract shall not be assigned by either Party without the prior written consent of the other Party.
- F. 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.
- G. 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.
- H. 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.
- I. 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

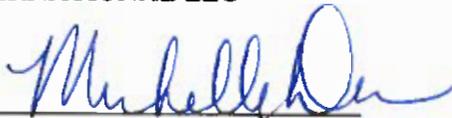
or fiduciary.

- J. 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.
- K. Successors and Assigns. This Contract will be binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns.
- L. 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 Contract to be executed by their duly authorized agents, on the dates written below, and effective as of the Effective Date.

“EXTERNAL OPERATOR”

LEARNING SCIENCES
INTERNATIONAL LLC

By: 

Its: Finance Manager

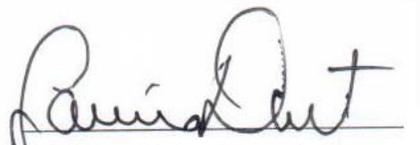
“DISTRICT

THE SCHOOL BOARD OF PINELLAS
COUNTY, FLORIDA

By:  04/28/2020
Chairperson

Attest:  04/28/2020
Superintendent

Approved as to Form:


Office of School Board Attorney