

## Agreement for Educational Management Services

This Agreement is dated May 1, 2022 (the "**Effective Date**") and is by and between MGT of America Consulting, LLC, a Florida limited liability company, d/b/a MGT Consulting Group (the "Contractor") and The School Board of Duval County, Florida (the "District").

Whereas, pursuant to s. 1008.33, F.S., and Rule 6A-1.099811, F.A.C., the Florida Department of Education ("FDOE") requires the District to submit a "Turnaround Option Plan – Step 1" and a "Turnaround Option Plan – Step 2" (herein referred to collectively as "TOP") that sets forth a new option for School Year 2022-2023 for the operation of Ramona Boulevard Elementary School, located at 5540 Ramona Boulevard, Jacksonville, Florida 32205 (the "School");

Whereas, the District has submitted its TOP to FDOE, attached hereto and incorporated herein by this reference as Exhibit A, and approval of the District's TOP is pending approval by the State Board of Education;

Whereas, the District's TOP selected the option of entering into a contract with an external operator in order to satisfy the requirements of s. 1008.33, F.S. and Rule 6A-1.099811, F.A.C.;

The District desires to engage Contractor, and Contractor agrees to accept the engagement, and the parties wish to set forth in writing the terms and conditions pursuant to which the Contractor will provide such services to the District; and

Where, the District is authorized to enter into this Agreement pursuant Board Policy 7.70 and Rule 6A-1.012(11)(b), F.A.C.

In consideration of the promises and the mutual covenants and undertakings, the parties hereto agree as follows:

1. Recitals. The recitals set forth above are true and correct and incorporated herein by this reference.
2. Conditions to the Agreement. It is the intent of the parties that this Agreement shall satisfy the requirements of FDOE regarding the District's obligation "to enter into a contract with an outside entity [or external operator] that has a demonstrated record of effectiveness to operate the [School]" pursuant to s. 1008.33(4)(b)3., F.S., and Rule 6A-1.099811(6)(b)4., F.A.C. Notwithstanding anything to the contrary in this Agreement, the parties agree that this Agreement shall automatically terminate, and be of no further force and effect, upon the occurrence of any of the following:
  - (a) The School earns a grade of "C" or higher for the 2021-2022 school year (or any subsequent school year if this Agreement is renewed), thereby resulting in the School's exiting the statutory and/or regulatory requirement that the District enter into a contract with an outside entity that has a demonstrated record of effectiveness to operate the School;
  - (b) The requirements of school improvement require termination of this Agreement, or are amended by the Florida Legislature and/or FDOE thereby

resulting in the purpose of this Agreement being terminated (for example, whether the District is no longer required to enter into this Agreement or whether the District is required to select a different option for the School); or

(c) The Florida statutes and/or FDOE administrative rules are invalidated by a court of competent jurisdiction, with the resulting outcome being that this Agreement is no longer required of the District.

In the event that any of the above conditions occur, then either party may send written notice to the other party to terminate this Agreement pursuant to the terms and provisions set forth above, with such termination to be effective no earlier than July 1, 2022. If the Agreement is terminated as provided herein, then the parties will be relieved of all of their respective obligations under the Agreement, and the District will only be required to pay to the Contractor that amount of work under the Agreement actually performed to the date of termination. Access to any and all work papers and data collected will be provided to the District after the termination of the Agreement, and the parties will reasonably cooperate regarding the transition of rights, obligations and duties back to the District to operate the School. In the event this Agreement is terminated pursuant to this section 2, then the parties agree to jointly review the School's performance for the prior school year and negotiate in good faith for educational and professional services as may be needed for the School for the subsequent school year.

3. Turnaround Option Plan. The parties agree that the TOP set forth in Exhibit A is a draft to be approved by the State Board of Education. If the State Board of Education requires alterations to the TOP for approval, and such changes are immaterial, then the parties agree that the TOP approved by the State Board of Education shall be substituted and shall replace the document attached in Exhibit A. If, however, the State Board of Education requires material alterations to the TOP for approval, then the parties agree to negotiate in good faith such amendments to this Agreement as may be necessary to fully implement this Agreement in compliance with the approved TOP.

4. Relationship of Parties. The District understands and agrees that the Contractor acts and performs as an independent contractor of the District at all times. Accordingly, nothing in this Agreement shall permit the District to exercise control or direction over the means or methods by which the Contractor performs the services for which it has been engaged. However, the District and the Contractor shall fully comply with all performance standards set forth in this Agreement, all currently approved and generally accepted professional standards governing the particular professional specialty for which the Contractor has been engaged, and all other applicable local, state or federal rules and regulations pertaining to licensure and the provision of professional services. As an independent contractor, the Contractor is responsible for all taxes incident to payments made in connection with this Agreement (including without limitation, all state and federal income taxes payroll and other taxes, and Workers' Compensation).

5. Services. Both parties agree that the scope of the Contractor's responsibility, as set forth in the Agreement, shall be performed in accordance with the TOP and statutory requirements, and shall consist of the services set forth in Exhibit B attached hereto and incorporated herein by this reference. If any services, functions or responsibilities not specifically described in this Agreement are necessary for the proper performance and provision of the services, upon the agreement of the parties, such services, functions, or responsibilities shall be included within the scope of the services. Subject to the terms

and conditions in this Agreement, the Contractor shall be responsible for providing the supplies and personnel (including management, employees, and training), and other resources as necessary to provide the services.

6. Duties of Contractor. Subject to the provisions of section 7(a) below, the Contractor is responsible for the following:

(a) The services provided by the Contractor under this Agreement will be consistent with the available facilities, the Contractor's professional judgment and the standards established in the District's community;

(b) The Contractor shall cause compliance at the School with the requirements of providing a free appropriate public education, including but not limited to, compliance with the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, sections 1000.05 and 1001.42(4)(l) of the Florida Statutes, Chapter 6A-6 of the Florida Administrative Code, and the General Education Provisions Act;

(c) The Contractor agrees to comply with all applicable laws, statutes, regulations, rulings, or enactments of any governmental authority, and shall obtain from third parties, including State and local governments, all licenses and permissions necessary for the performance of the work. The Contractor shall comply with policies, rules, and regulations of the District, including but not limited to, the following:

- (i) The District's plan for English Language Learners;
- (ii) The District's Code of Student Conduct;
- (iii) The District's Student Progression Plan;
- (iv) The District's State-approved Special Programs and Procedures Plan (for exceptional education students);
- (v) Operate the School on the same calendar as the District's calendar for District schools.

(d) The Contractor shall maintain adequate and current records for the Services in the manner consistent with applicable legal requirements and consistent the District's prior practices, including but not limited to the Contractor's use of the District's student information system to input student data (including but not limited to attendance, discipline, grades, scheduling and enrollment in order to generate FTE for the Florida Education Finance Program and other state and federal revenue); and the Contractor shall use the District's student information management platform for ESE and 504 as applicable; and the Contractor shall use the District's SAP system as applicable;

(e) The Contractor shall cause the students to participate in all state required assessments and comply with state reporting requirements, and the Contractor shall comply with requirements of any student's IEP, 504, or EP (e.g., accommodations or an alternative assessment, as the case may be), and shall

comply with state reporting requirements associated with the same;

(f) If the Contractor purchases any furniture, fixtures, supplies or equipment using public funds, then the same shall not be subject to any liens; in addition, such property shall be the property of the District and made available to the District to inventory;

(g) The Contractor shall enroll students according to the requirements of law (e.g., open enrollment), and according to the requirements of the District pursuant to attendance boundaries and the requirements of law; and the Contractor shall cause the compliance with class size requirements;

(h) The Contractor shall operate the School in compliance with federal and state grants applicable to the School, and cooperate with the District concerning any information required for compliance with federal and state grant funds;

(i) The Contractor shall operate the School in a manner that protects the health, safety and welfare of the students and Contractor shall comply with all legal requirements regarding student safety;

(j) The Contractor will implement the school advisory committee according to the requirements of law;

(k) The Contractor will implement a schedule of professional development for the School's leadership, instructional, and other personnel (the Contractor may utilize the District's professional development, utilize Contractor's professional development, or a combination);

(l) The Contractor will reasonably cooperate with the District concerning the District's maintenance and renewal of the District's accreditation; and,

(m) At no additional cost to the Contractor, the Contractor agrees to reasonably assist the District if any service required to operate the School or required by law is omitted from this Agreement; it being understood that the parties will mutually cooperate to ensure continuity of operations of the School.

7. Duties of the District.

(a) For all purposes, the District is the Local Education Agency ("LEA"). Nothing in this Agreement is intended to, or shall, delegate the District's responsibilities as LEA to the Contractor.

(b) The District will provide the Contractor with adequate work areas and equipment, as reasonably deemed necessary by the Contractor, for the Contractor to perform the services at the School, as well as adequate work areas for the Contractor's delivery of professional services.

(c) The District will provide support services as follows:

(i) The District will provide the physical plant, furniture, fixtures, equipment and supplies for the School, and the District shall maintain the

same in working condition; however, the parties understand and agree that: (A) the District may continue to use a designated portion of the facility for district offices, and (B) that the Contractor agrees to implement any Direct Instruction Programs with fidelity and as designed;

(ii) The District will provide custodial services according to the same standards as provided for the 2020-21 school year, and the District will pay for and maintain utilities for the School according to the same standards as provided for the 2020-21 school year (e.g., electric, telephone, water and sewer);

(iii) The District will provide the same standard of technological infrastructure to the School to enable the Contractor to support and administer all required online test administrations, to input student data into the District's student information system, input student data into the District's student information management platform, and input data into the District's SAP system;

(iv) The District will provide meal service to the School's students according to the same standards as the District provided for the 2020-21 school year (with the understanding that any and all meal service provided by the District must nonetheless comply with the current payment and reimbursement requirements of USDA as administered by the Florida Department of Agriculture);

(v) The District will provide transportation to the School's students according to the same standards as the District provides for the 2021-22 school year;

(vi) The District will provide school resource officer support to the School according to legal requirements applicable to 2022-2023;

(vii) The District will provide health services to the School according to the same standards as the District provides for the 2021-22 school year;

(viii) The District will cooperate with the Contractor to implement the school advisory committee;

(ix) 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 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 manner that is consistent with the School's academic program and general operations.

(x) 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.

(xi) The District will make available to the Contractor the District's professional development (and materials) on the same basis as is available to the District's employees; there will be up to 5 days of Early Return for a teacher orientation and training prior to the beginning of the school year, which shall be conducted by the Contractor.

(xii) The District agrees to reasonably assist the Contractor if any service required to operate the School or required by law is omitted from this Agreement; it being understood that the parties will mutually and reasonably collaborate and cooperate in good faith to ensure continuity of operations of the School.

8. Personnel.

(a) Recognizing that the District engages Contractor based on the experience, knowledge, skills and abilities of its personnel, the Contractor's personnel for the Services (including title and hourly rates) are set forth in Exhibit C attached hereto and incorporated herein by this reference. Contractor shall provide to the District the resume/biography of each of Contractor's personnel assigned to the School for the District's review and approval according to the criteria in Section 31 of this Agreement. Contractor shall not transfer or replace such personnel without the prior written consent of the District, which consent may be withheld in its reasonable discretion.

(b) The Parties acknowledge that pursuant to section 1001.42(21), Florida Statutes, an educational emergency exists with respect to the School. This Agreement is contingent upon, and governed by, that certain executed Memorandum of Understanding between the District and Duval Teachers United dated May 7, 2020 (the "DTU MOU"), attached to this Agreement as Exhibit D which addresses the selection, placement and expectations of instructional personnel and provides autonomy to school principals as set forth in section 1012.28(8), Florida Statutes. Nothing herein shall be construed or interpreted to supersede the obligations of the District to bargain compensation, working conditions and other mandatory bargaining issues. The DTU MOU in Exhibit D expires September 30, 2021. The District will deliver to Contractor a copy of any subsequent DTU MOU governing these terms and conditions within ten (10) business days of its adoption, and the parties agree that the subsequent DTU MOU will replace the attached Exhibit D.

(c) The District shall continue to provide operational Human Resource services to include processing of applicants, ensuring certification compliance, conducting background screenings, maintaining employment records and investigating allegations of employee misconduct. Matters involving employee grievances shall be governed by existing District policies and applicable collective bargaining agreements.

(d) The District shall serve as the fiscal agent and shall pay the salaries and benefits of District employees assigned to the School in accordance with the District's approved compensation schedules. Primary management and staffing of personnel, to include but not be limited to, selection, placement, and evaluation

of school-based instructional, administrative and support staff shall be provided by the Contractor. All School staff will be selected and placed at the School through an interview protocol established by the Contractor. Any teacher rated as Unsatisfactory and/or Needs Improvement based on the three-year aggregated state Value-Added Model (VAM) rating and on the District's approved evaluation system will not be eligible to remain (or will not be staffed) at the School. If VAM scores are not provided by the FDOE, then the parties shall comply with the alternative criteria or requirements provided by FDOE regarding staffing. In the event that an individual is not selected to remain at the School by the Contractor or otherwise elects to voluntarily surplus or transfer out of the School, the District will make every effort to reassign the employee to another District school. However, nothing herein shall be construed to create a guarantee of employment or otherwise expand rights not currently guaranteed by law. To assist the Contractor with identification and placement of staff, the District shall make available its personnel systems and structures at a level comparable to other District schools.

(e) The Contractor shall implement the provisions of the TOP regarding the selection of the School's administrators according to the requirements of law. If the School's principal and assistant principal(s) leave their positions, the Contractor will consult with the District regarding the identification and selection of eligible candidates for the School's principal and assistant principal(s), and the Contractor shall have final authority regarding the engagement of the School's principal and assistant principal(s). All of the foregoing is subject to compliance with the law, including but not limited to, the procedures set forth in Rule 6A-1.099811, F.A.C.

(f) Instructional and other eligible staff shall continue to utilize ESS Southeast, LLC, or the District's then-current provider of substitute services for substitute personnel. Notwithstanding anything to the contrary in this subsection, the Contractor may send written notice to the District no later than July 1, 2022, requesting to alter or opt out of the District's provision of substitute teachers. Subject to the availability of the District's appropriated funds and any other legal requirements, the parties agree to negotiate in good faith an amendment to this Agreement setting forth the terms of conditions for the provision of such substitute personnel services.

(g) Contractor shall utilize the District's current state approved evaluation system for formal evaluation of personnel. Additional monitoring systems may be utilized to provide teachers performance feedback.

9. Curriculum and Instruction.

(a) The Contractor will improve the School in terms of student performance on end of year progress monitoring 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 Agreement. Instructional delivery models shall include Multi-tiered Systems of Support (MTSS) in accordance with federal and state laws and the District's Student Progression Plan.

(b) The Contractor has reviewed the District's curriculum and instructional materials and the Contractor agrees to utilize and implement the same. If, however, the Contractor determines that revisions are required, then Contractor shall provide prior written notice to the District no later than August 1, 2022, requesting to alter or opt out of the District's provision of curriculum and instructional materials, and thereafter the Contractor will be responsible for the design of the curriculum and the selection of instructional materials (including the major tools of instruction, ancillary materials and supplemental materials) in full compliance with all legal requirements. If the purchase of the Contractor's selected instructional materials cannot be borne by the District pursuant to the School's budget allocation, then in such event, and subject to the availability of funds, the cost of the acquisition shall be borne by the District. In addition to the foregoing, Contractor may elect to utilize the District's curriculum and instructional materials but nonetheless select supplemental materials that are aligned to the current curriculum; in such event Contractor shall provide prior written notice to the District no later than August 1, 2022, and if the purchase of the supplemental materials cannot be borne by the District pursuant to the School's budget allocation, then subject to the availability of funds, the cost of the acquisition shall be borne by the District.

(c) The Contractor shall have full access to all Professional Development provided by the District to other district employees and shall provide additional specific instructional and leadership training to School employees as set forth in the 2022-2023 school plan.

(d) So long as the School and/or students continue to meet the eligibility criteria for supplemental academic services, the District shall continue to provide supplemental academic services to students at the School in a manner consistent with services provided during the 2021-2022 year, however agreements with external providers shall be governed by existing contract terms. Notwithstanding anything to the contrary in this subsection, the Contractor may send written notice to the District no later than July 1, 2022, requesting to alter or opt out of the District's provision of supplemental academic services.

(e) The Contractor agrees to use the District's established interim/ benchmark assessments and statewide summative assessments. If, however, the Contractor determines that alternative benchmark/assessments are required, then Contractor shall provide prior written notice to the District for the District's review and consent (which shall not be unreasonably withheld), and the Contractor will be responsible for the selection of alternative benchmarks and assessments in full compliance with all legal requirements and the cost of the acquisition shall be borne by the Contractor. In addition, the Contractor may utilize additional progress monitoring systems to assess evidence of student learning.

(f) The Contractor agrees to implement the District's curricular programs (including but not limited to choice/magnet programs, tutoring, before and after care programs, and any programs implemented by the District or any third party) as the District provided for the School for the 2021-2022 school year. Except for the curricular program expressly identified in section 7(c) above (if any), if the Contractor determines that any elements of the District's provision of curricular programs do not contribute to the Contractor's services at the School, then the



Contractor will provide written notice to the District and the parties agree to expediently collaborate regarding a resolution. After such collaboration, if the Contractor determines that it desires to opt out of the District's identified curricular program, then the Contractor shall provide written notice to the District to remove such curricular program from the School.

10. Term. The term of this Agreement commences as of the Effective Date and ends June 30, 2023. If the District is authorized by FDOE and desires a renewal of this Agreement, then the parties agree to negotiate in good faith the financial terms of the renewal term commensurate with the services to be provided. As the District exercises its option to renew, the District's review shall consider at a minimum the following criteria pursuant to Rule 6A-1.099811, F.A.C.: (a) the Contractor's achievement of the "performance indicators" set forth in Exhibit B, and (b) the Contractor's fulfillment of its contractual obligations.

11. Fees and Expenses.

(a) The Contractor shall be compensated for services rendered in accordance with the requirements of Rule 6A-1.099811, F.A.C. (including, but not limited to: [i] Contractor's achievement through quantifiable evidence of performance indicators demonstrating the School's improvement to earning at least a grade of "C" for the 2022-2023 school year, and [ii] a deferred payment of the final payment installment of thirty-three percent [33%] of the District's aggregate maximum indebtedness unless and until the Contractor demonstrates that the School achieved at least a grade of "C" or improved by at least four [4] school grade percentage points overall). For all the services actually, timely, and faithfully rendered by Contractor, the District agrees to pay Contractor for the services set forth in Exhibit B, in an aggregate maximum indebtedness amount not to exceed Four Hundred, Thirty-Three Thousand, Two Hundred and 00/100 Dollars (\$ 433,200.00). Contractor shall remit a proper invoice for the component of service described in Exhibit B in such form and containing such documentation as may reasonably be required by the District to substantiate the charges (including timesheets, meeting agenda, training materials, and other artifacts), and such invoice shall be delivered according to the schedule specifically set forth in Exhibit B. The District shall make payment to Contractor in accordance with Sections 218.70. et sq. Florida Statutes, Local Government Prompt Payment Act, after receipt of an acceptable invoice, inspection and acceptance of goods and/or services provided in accordance with the terms and conditions of this Agreement. Any penalty for delay in payment shall be in accordance with applicable law. Contractor shall be responsible for payment of its travel, if any.

(b) Additional Funding (Allocations per School) - The District will provide all funding or services that the School would normally receive, such as 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 the needs assessment process for applications for competitive grant funding as appropriate to its needs.

(c) The District is using federal funds for its payment for certain of the services set forth in this Agreement; accordingly, Contractor shall execute and deliver to the District, concurrent with its signature of the Agreement the following, all of which

shall be incorporated into the Agreement by this reference: (a) Federal Regulatory Compliance Statement; (b) Certification Regarding Drug-Free Workplace Requirements; (c) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion; and (d) Non-Collusion Affidavit. The federal forms are attached hereto as composite Exhibit E and incorporated herein by this reference. In addition to the foregoing, Contractor shall comply with the provisions of 2 CFR 200.322, effective November 12, 2020, which states that as appropriate and to the extent consistent with law, the Contractor should, to the greatest extent applicable, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States.

(d) Notwithstanding the foregoing, the Contractor acknowledges that the District is required by FDOE to enter into this Agreement; accordingly, the Contractor agrees to reasonably cooperate and provide (and shall not unreasonably withhold, condition or delay) any information reasonably required for the District's reporting and compliance with the requirements of FDOE for the School. The District shall not be obligated to compensate Contractor for, and the Contractor shall not be obligated to provide, services to be performed after termination of this Agreement, or if the Contractor performs the services in a manner that causes the District to not be in compliance with the requirements of FDOE regarding the School.

(e) Each payment obligation of the District created by this Agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of services or products. If such funds are not allocated and available, this Agreement may be terminated by the District at the end of the period for which funds are available. The District shall notify the Contractor at the earliest possible time before such termination. No penalty shall accrue to the District in the event this provision is exercised, and the District shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section beyond reimbursement for actual fees earned by the Contractor through the termination date.

12. Default; Termination.

(a) District Default. The District will be in default if any of the following happens:

(i) The District fails to make any payment when due.

(ii) The District fails to perform promptly at the time and in the specified manner provided in this Agreement.

(b) Contractor Default. The Contractor will be in default if the Contractor fails to perform promptly at the time and in the specified manner provided in this Agreement.

(c) Termination. This Agreement may be terminated (i) immediately upon written notice of breach of any party by the other party and the breaching party fails to cure the breach within ten (10) business days of such notice, or if such breach cannot reasonably be cured within 10 business days that the cure has

commenced within such time and is completed within thirty (30) days of such notice (or such other time period to cure a breach as may be expressly set forth in this Agreement), or (ii) notwithstanding anything to the contrary herein, by the District for convenience upon forty-five (45) days prior written notice to the Contractor. If the Agreement is terminated for convenience as provided herein, the District will be relieved of all obligations under the Agreement, and the District will only be required to pay to the Contractor that amount of work under the Agreement actually performed to the date of termination. Access to any and all work papers and data collected will be provided to the District after the termination of the Agreement. The parties understand and agree that the Contractor shall in no event have the reciprocal right to terminate the Agreement; it being understood that the District's payment of the Agreement fees forms the consideration for the Contractor not having this right to terminate for convenience. In the event of a termination pursuant to this subsection (c)(i) or subsection (c)(ii), notice shall be delivered to the other party pursuant to the Notices section set forth hereafter.

13. Contractor Representations. Contractor represents that: (i) it is duly organized, validly existing and in good standing under the laws of the state of its organization; (ii) it is authorized and in good standing to conduct business in the State of Florida; (iii) it has all necessary power and has received all necessary approvals to execute and perform its obligations in the Agreement; and (iv) the individual executing this Agreement on behalf of Contractor is authorized to do so.

14. Indemnification. Subject to the limitations of §768.28, Florida Statutes, the District agrees to indemnify and hold harmless Contractor from and against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts of the District arising out of or in connection with the provisions of this Agreement. Contractor agrees to indemnify, hold harmless and defend the District from and against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts of Contractor and/or its subcontractors arising out of or in connection with the provisions of this Agreement. Except as otherwise provided by Florida Law, neither the execution of this Agreement by the District nor any other conduct, action or inaction of any District representative relating to the Agreement is a waiver of sovereign immunity by the District.

15. Insurance Requirements. The District certifies that it is self-insured pursuant to the provisions of §768.28(16), F.S., for tort liability in anticipation of any claim which it might be liable to pay pursuant to that section. Worker's compensation coverage is also self-insured at levels conforming to statutory requirements. Such liability and workers' compensation self-insurance supersedes any insurance obligation imposed on the District in the Agreement. The District shall insure that Contractor receives immediate notification of reduction in or cancellation of coverage. Contractor agrees to maintain insurance coverage according to the types and levels of insurance set forth in Exhibit F attached hereto and incorporated herein by this reference.

16. Student Records. Contractor understands and agrees that it is subject to all federal and state laws and Board Policies relating to the confidentiality of student information. Contractor further agrees to comply with the Family Educational Rights and Privacy Act ("FERPA"), 34 C.F.R. §99. The District recognizes and agrees that Contractor is a "school official" with a "legitimate educational interest" under the definition of those terms in the District's FERPA notification(s) to students and parents. Contractor shall regard all student information as confidential and will not disclose the student information

to any third party. Contractor agrees to develop, implement, maintain and use appropriate administrative, technical or physical security measures to the full extent required by FERPA in order to maintain the confidentiality of "education records" as that term is defined by FERPA. Upon termination of the Agreement, the Contractor 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.

17. Governing Law; Venue; Attorneys' Fees. This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute with respect to this Agreement is subject to the laws of Florida, venue shall lie exclusively in Duval County.

Each party shall be responsible for its own attorneys' fees and costs incurred as a result of any action or proceeding under this Agreement.

18. No Third Party Beneficiaries. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

19. Subcontractors. If Contractor subcontracts any of the services, Contractor shall ensure that each subcontractor complies with all provisions of this Agreement. Contractor will remain liable for the acts and omissions of such subcontractor(s) and the proper performance and delivery of the products and/or services set forth in the Agreement.

20. Employment Eligibility. Pursuant to the provisions of section 448.095, Florida Statutes, the parties agree to the following. For purpose of this section, the term "contract" includes this Agreement and any contract between the Contractor and any of Contractor's subcontractor(s):

(a) Beginning January 1, 2022, the District, the Contractor, and any of Contractor's subcontractor(s) shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The District, the Contractor, and any of Contractor's subcontractor(s) may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

(b) 1. If the Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

2. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

(c) 1. The District, the Contractor, or any of the Contractor's subcontractors who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), Florida Statutes, shall terminate the contract with the person or entity.

2. If the District has a good faith belief that a subcontractor knowingly violated this subsection, but the Contractor otherwise complied with this

subsection, then the District shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

3. A contract terminated under subparagraph 1. or subparagraph 2. is not a breach of contract and may not be considered as such.

(d) The District, Contractor, or any of Contractor's subcontractor(s) may file an action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.

(e) If the District terminates the Agreement with Contractor under paragraph (c), the Contractor may not be awarded a public contract for at least 1 year after the date on which the Agreement was terminated.

(f) The Contractor is liable for any additional costs incurred by the District as a result of the termination of a contract.

21. Public Records. This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. Contractor understands the broad nature of these laws and agrees to comply with Florida's public records laws and laws relating to records retention. In compliance with section 119.0701, Florida Statutes, Contractor agrees to:

(a) Keep and maintain public records required by the District in order 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 the Chapter 119, 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 Agreement term and following completion of the Agreement if the Contractor 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 possession of Contractor or keep and maintain public records required by the District to perform the service. If Contractor transfers all public records to the District upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request of the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS**

**RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (THE DISTRICT'S CONTRACT ADMINISTRATOR) AT THE ADDRESS AND PHONE NUMBER BELOW.**

22. Notices; District Contract Administrator. Every notice, approval, consent or other communication authorized or required by this Agreement shall not be effective unless same shall be in writing and sent via hand delivery or overnight delivery (with a receipt), 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 Contractor:

MGT of America Consulting, LLC  
4320 W. Kennedy Boulevard  
Suite 200  
Tampa, Florida 33609  
Phone: (813) 327-4717  
Attn: A. Trey Traviesa, Chairman and CEO

If to the District:

The School Board of Duval County, Florida  
1701 Prudential Drive  
Jacksonville, Florida 32207  
Phone: (904) 390-2115  
Attn: Dr. Diana Greene, Superintendent

With copy to:

Office of General Counsel  
1701 Prudential Drive  
Room 340  
Jacksonville, FL 32207  
Phone: (904) 390-2032

Notwithstanding the foregoing, the parties agree that all communications relating to the day-to-day activities shall be exchanged between the respective representatives of the District and the Contractor as follows. Each party's representative shall coordinate communications and processes as needed for the purposes of conducting the services set forth in the Agreement, as well as the process for routine or administrative communications. The parties shall also reasonably cooperate as to the development (including content, format, and required deliverables) of the invoicing and any reports to be provided by Contractor as part of the services as set forth in Exhibit B. For purposes of the District's representative for the day-to-day activities, the District's Contract Administrator shall be:

Duval County Public Schools  
Attn: Laura Bowes, Executive Director  
c/o 1701 Prudential Drive  
Jacksonville, FL 32207  
(904) 390-2505

23. Indemnification for Copyright Infringement. Contractor shall defend, indemnify and hold the District and its successors and assigns harmless from and against all third-party claims, suits and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by Contractor of any third-party patent, copyright or trademark or (ii)

misappropriation by Contractor of any third-party trade secret in connection with any of the foregoing.

24. Intellectual Property Rights.

(a) Contractor represents that it has all intellectual property rights necessary to enter into and perform its obligations in the Agreement. Contractor will indemnify and hold harmless the District from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the Agreement, including its use by the District. If Contractor uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device or materials in any way involved in the work.

(b) Any of the teaching methods, ideas, concepts, presentation, or products utilized during the course of the presentations and instructions of Contractor, are wholly owned by Contractor. It is understood that the materials and processes espoused by Contractor in its presentations and teachings are the exclusive intellectual property of Contractor and remain so even when employed by any parties to this Agreement, their agents, assigns, employees, independent contractors, or any other person associated with this Agreement. It is further agreed that the District, its members, employees, agents and assigns shall be granted fair use of the ideas and techniques employed by Contractor during the term of this Agreement and it shall not be considered infringement on the intellectual property rights of Contractor for them to do so. Notwithstanding the foregoing, the parties acknowledge that the District is an agency subject to the provisions in Chapter 119, Florida Statutes regarding public records and shall fully comply with all requirements regarding access thereto. If Contractor considers any of its proprietary information to constitute a "trade secret" as defined by section 812.081(1)(c), Florida Statutes (which would be exempt from disclosure under the Public Records Act, Chapter 119, Florida Statutes, and Article I, section 24 of the Florida Constitution pursuant to sections 815.045 and 812.081, Florida Statutes), then Contractor agrees to add the following language (hereinafter referred to as the "Legend") on every page of its confidential information provided to the District in hard copy: "This information is confidential trade secret information exempt from disclosure under the Public Records Act, Chapter 119, Florida Statutes, and Article I, section 24 of the Florida Constitution pursuant to section 815.045 and 812.081, Florida Statutes."

(c) Further Agreements Concerning Intellectual Property:

(i) Ownership of Contractor's Intellectual Property: Both parties agree that all discoveries, inventions, improvements, methods, works of authorship, trademarks, service marks, technology, computer programs, databases, trade secrets, confidential information, patents, 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 Contractor ("Contractor Personnel"), excluding any

District personnel, during the term of this Agreement will be owned exclusively by the Contractor ("Contractor Intellectual Property").

(ii) Ownership of District Intellectual Property: Pursuant to this Agreement, the District assigns certain of its employees ("District Personnel") to perform services for the Contractor at the School. Both parties agree that all Intellectual Property that District Personnel create or develop while performing services at the Schools or for the Contractor will be owned exclusively by the District ("District Intellectual Property").

(iii) License of District Intellectual Property: The District hereby grants to the Contractor a non-exclusive and royalty-free license to use products and services embodying District Intellectual Property for Contractor's use at the School for the services set forth in this Agreement and not otherwise. Although the above license is non-exclusive, this is intended to ensure that the District retains the right itself to commercialize and sell to third parties the District Intellectual Property.

(iv) Ownership of Joint Intellectual Property: If any item of Intellectual Property is developed jointly by Contractor Personnel and District Personnel, such that, pursuant to applicable law, such item of Intellectual Property is jointly owned by the parties ("Joint Intellectual Property"), the parties hereby agree to such joint ownership of such item of Joint Intellectual Property.

(v) Division of Net Revenue: The parties acknowledge that section 1012.985(2)(b), Florida Statutes, requires the parties to share income generated by certain Intellectual Property as the parties shall mutually agree. To that end, the parties agree that any commercialization of Joint Intellectual Property by either party will be subject to an equal division of net revenue between the Contractor and the District. If the Contractor sells any Joint Intellectual Property licensing rights, then the Contractor shall pay to the District its portion of the net revenue received on an annual basis when the Contractor provides its last report to District as required by this Agreement. If the District sells any Joint Intellectual Property licensing rights, the District shall pay to the Contractor its portion of net revenue received on an annual basis within thirty (30) days of the close of the District's fiscal year. For purposes of this section, "net revenue" means all value (e.g., upfront payments, milestone payments, royalties, other cash payments, and non-cash items) received by either Party from the sale, license or other commercialization of Joint Intellectual Property, minus the party's out-of-pocket costs and expenses directly attributable to such sale, license or other commercialization transactions, including, without limitation, broker fees, legal fees, commissions, travel expenses, refunds, chargebacks, taxes (other than the party's income taxes), third-party royalties, duties, governmental fees, insurance, rebates, allowances, and the like, as and when applicable. For clarification, there will be no revenue division with respect to commercialization of any District Intellectual Property, and no revenue division with respect to commercialization of any Contractor's Intellectual Property. Likewise, if Contractor Personnel create or develop Intellectual Property at the direction of the Contractor outside



the context of performance of services pursuant to this Agreement, then there will be no revenue division with respect to commercialization of that Intellectual Property. And likewise, if any District Personnel create or develop Intellectual Property at the direction of the District outside the context of performance of services pursuant to this Agreement, then there will be no revenue division with respect to commercialization of that Intellectual Property.

(vi) **Cooperative Efforts in Commercialization:** In light of the fact that each party will have the ability to commercialize the Joint Intellectual Property, the parties agree that they shall work together reasonably and in good faith in an effort to prevent any direct competition or conflict between their respective commercialization efforts.

(vii) **Return of Property:** Upon termination of this Agreement for any reason, the District shall return to the Contractor within thirty (30) days any and all materials provided by the Contractor which constitute the Contractor's intellectual property as set out in this Agreement. Likewise, the Contractor shall return to the District any and all materials provided by the District which constitute the District's intellectual property as set out in this Agreement.

25. **No Discrimination.** Contractor represents and warrants to the District that Contractor does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under the Agreement on account of a person's actual or perceived identity with regard to race, color, religion, gender or gender identity/expression, age, marital status, disability, sexual orientation, political or religious beliefs, national or ethnic origin, pregnancy, veteran status, any other protected status under applicable law, or any other distinguishing physical or personality characteristics. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her actual or perceived identity with regard to race, color, religion, gender or gender identity/expression, age, marital status, disability, sexual orientation, political or religious beliefs, national or ethnic origin, pregnancy, veteran status, any other protected status under applicable law, or any other distinguishing physical or personality characteristics, be denied the benefits of, or be subjected to discrimination, or be denied access and services, under any provision of the Agreement.

26. **Severability.** If any clause or provision of the Agreement is illegal, invalid or unenforceable under present or future laws effective during the term hereof, then the remainder of the Agreement shall not be affected thereby; and in lieu of each clause or provision of the Agreement which is illegal, invalid or unenforceable, there shall be added, as part of the Agreement, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and as may be legal, valid and enforceable.

27. **No Assignment.** Neither the Agreement, nor any portion thereof may be assigned by Contractor, in whole or in part, without the prior written consent of the District.

28. **Survival.** Those provisions which by their nature are intended to survive the expiration, cancellation or termination of the Agreement, including, by way of example

only, the Indemnification and Confidentiality provisions, shall survive the expiration, cancellation or termination of this Agreement.

29. No Gifts. It is the policy of the District to not accept gifts, gratuities, or favors of any kind or of any value whatsoever from vendors, members of the staff, or families. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure the Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual for firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement. Contractor further warrants that it, nor any of its directors, employees, officers or agents, nor any of Contractor's respective subsidiaries or affiliates, has taken, is currently taking or will take any action in furtherance of an offer, payment, promise, gifts or anything else of value, directly or indirectly, to anyone to improperly influence or otherwise secure any improper advantage in procuring business in relation to the Agreement. For the breach or violation of these provisions, the District shall have the right to terminate the Agreement without liability and/or, at its discretion, to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

30. Former District Employees. Pursuant to District Policy all bidders, proposers, consultants, and contractors are required to disclose the names of any of their officers, directors, agents, or employees who serve as agents or principals for the bidder, proposer or contractor, and who within the last two (2) years, have been or are employees of the District. And all bidders, proposers, consultants, and contractors are required to disclose the name of any District employee who owns, directly or indirectly, any interest in the Contractor's business. Such disclosures will be in accordance with current District policies, but will include, at a minimum, the name of the former District employee, a list of the positions the employee held in the last two (2) years of his or her employment with the District, and the dates the employee held those positions. By its signature of the Agreement, Contractor certifies to the District that there are no names to disclose to the District pursuant to this section.

31. Background Screening. All Contractor employees, appointees, or agents who come into contact with students at the Contractor's facility as part of the Agreement must submit a Level 2 background check in a manner prescribed by the District, at Contractor's expense (if any). Contractor shall not permit persons to provide services to students under this Agreement if any such persons do not meet the background screening requirements of the District for Contractor employees at the Contractor's location. Notwithstanding the foregoing, if the services are provided by the Contractor at a District location, then the requirements of Level II screening set forth in the Jessica Lunsford Act (JLA) shall be applicable, and the Contractor shall bear the expense of the JLA screening. Failure to comply with this provision shall be cause for immediate termination of this Agreement.

32. Publicity. Contractor shall not use the District's name, logo or other likeness in any press release, marketing materials or other public announcement without receiving the District's prior written approval. Contractor shall not host or stage events at District locations without receiving prior approval by the District Contract Administrator.

33. Entire Agreement. This Agreement constitutes the final, complete and entire contract between the parties and supersedes all prior and contemporaneous agreements,

understandings, negotiations and discussions of the parties, whether written or oral. There are no representations or other agreements included. No supplemental modification or waiver of this Agreement will be binding unless executed in writing by the parties to be bound thereby.

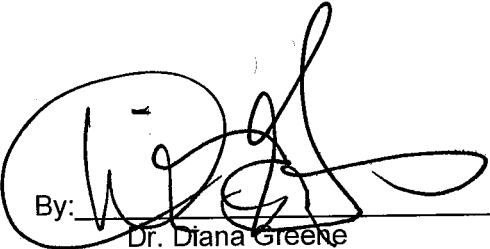
34. Amendments. This Agreement may be amended at any time by mutual agreement of the parties. However, before any amendment will be operative or valid, it must be reduced to writing and signed by both the District and the Contractor.

35. Counterpart and Facsimile Signatures. This Agreement may be executed in one or more counterparts and via facsimile signature, the counterparts and facsimiles of which, when taken together, shall be deemed to constitute an entire and original Agreement.

The parties have executed this Agreement as of the Effective Date first set forth above.

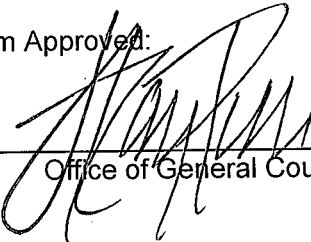
**MGT OF AMERICA CONSULTING, LLC**

By:   
Robert Holloway  
Senior Vice President of Market Development & Chief Strategy Officer

By:   
Dr. Diana Greene  
Superintendent of Schools  
and Ex-Officio Secretary  
to the Board

**THE SCHOOL BOARD OF DUVAL  
COUNTY, FLORIDA**

By:   
Darryl Willie, Chairman

Form Approved:  
By:   
Office of General Counsel

Approved by Board: April 5, 2022

EXHIBIT "A"



FLORIDA DEPARTMENT OF  
EDUCATION  
fldoe.org



TOP-1



## Turnaround Option Plan—Step 1(TOP-1)

### 3-Options

1. Closure
2. Charter
3. External Operator

Duval County Public Schools  
Ramona Boulevard Elementary School

*Due: September 1 for Cycle 1 or November 1 for Cycle 2-4*

Form Number TOP-1, 3-Options, incorporated in Rule 6A-1.099811, F.A.C., effective \_\_\_\_\_

**Turnaround Option Plan—Step 1 (TOP-1)  
3-Options**

**Purpose**

The purpose of this document is to guide districts to plan for the implementation of one of the three turnaround options (Closure, Charter or External Operator) to improve the school's grade to a "C" or higher.

**Directions**

Districts shall complete this Step 1 form for each school that has selected one of the three turnaround options (Closure, Charter or External Operator). This completed form must be signed by the superintendent or authorized representative and emailed to [BSI@fldoe.org](mailto:BSI@fldoe.org), no later than September 1 if one of these three options is Cycle 1 or November 1 if Cycle 2-4. The subject line of the email must include district name, school name and TOP-1.

**School**

In the box below, identify the name and MSID number of the school that will be supported through the turnaround option plan.

<b>School Name/ MSID Number</b>
Ramona Boulevard Elementary/ MSID # 160791

**Stakeholder Engagement**

In the box below, describe the district's efforts to engage and involve stakeholders, including the Community Assessment Team (CAT), to determine causes for low performance, and make recommendations for school improvement. Include a list of names and affiliation of CAT members. The Regional Executive Director (RED) or their designee shall be a member of the CAT. Include a list of meetings that were held regarding the development of the turnaround option plan, as well as scheduled meetings that will be held during implementation of the plan.

Dr. Diana Greene, Superintendent
<b>Parents/Guardian</b>
Felicia Bridgewater
Charlsetta Hierrezuelo
Michael Willis
John-Curtis Cogdell, Sr.
Latasha Vicars
<b>Community Stakeholder</b>
Hank Rogers
Timothy Sloan
Siottis Jackson

**Turnaround Option Plan—Step 1 (TOP-1)**  
**3-Options**

**Faith Based/Community Partners**

Felicia Gaines, Faith-Based Partner  
Elder Barbara Johnson, Faith-Based Partner

**School Leadership/Staff**

Carolyn Davis, Master Principal  
Lawanda Polydore, Master Principal  
Gregory Bostic, Master Principal  
Dr. Anna DeWese, Transition Principal  
Evan Daniels, Principal  
Shana Adams, Principal  
Devonne Lampkin, Principal

**District Staff**

Dr. Dana Kriznar, Deputy Superintendent  
Sonita Young, Chief of Staff  
Wayne Green, Chief of Schools  
Paula Renfro, Chief Academic Officer  
Vicki Schultz, Assistant Superintendent of Human Resources  
Corey Wright, Assistant Superintendent of Accountability and Assessment  
Randall Strickland, Executive Director of Innovation and School Improvement Region  
Jacqueline Kelley, Executive Director of School Improvement

**State RED**

Dustin Sims, Regional Executive Director, Florida Department of Education

**Dates of CAT meetings (held and upcoming meetings):**

August 29, 2019 @ Duval County School Board Building  
October 24, 2019 @ Susie E. Tolbert Elementary School  
January 23, 2020 @ Rutledge H. Pearson Elementary School  
June 11, 2020 @ Duval County School Board Building

**What school data was analyzed?**

Through a team approach, the assessment team engaged in a problem solving review of both qualitative and quantitative data which encompassed Florida State Assessment data and school climate survey data, along with school level data collected during instructional reviews. These data points were reviewed to identify root causes of any identified barriers to student learning. As part of its comprehensive review, the committee researched best practices that resulted in systemic change in similar districts. This research was used to better inform the district's recommendation for the selection of a new turnaround option for the school's plan for improvement. This plan is intended to further support the district's efforts to establish an educational environment conducive to fostering the systemic changes necessary for increased academic achievement for all students.

**Turnaround Option Plan—Step 1 (TOP-1)**  
**3-Options**

**Identified causes of low performance:**

Findings:

During the 2018-2019 school year, Ramona Boulevard Elementary School experienced a decrease in 3 out of 7 grading components. This was due in part to an inconsistency in effective implementation of standards based instructional practices in all classrooms. Ramona also had limited access to extended coaching support necessary for providing the in-classroom demonstrations of high impact strategies needed for continuous and sustainable achievement. Overall student proficiency in ELA, Math and Science Achievement decreased by 5%, 9% and 3% respectively. The school demonstrated growth in both Reading Learning Gains and Reading Learning Gains with the Lowest 25<sup>th</sup> percentile, with both components increasing by 3%, as well as in the area of Math Learning Gains, which also increased by 2% points. Unfortunately, the school continued to struggle with implementing consistent standards based high yield instruction due in part to teacher continuity in tested content area classrooms.

The percentage of novice teachers continues to be a barrier to providing students with daily instruction from a high impact teacher. The school had difficulty attracting the experienced teachers needed to engage diverse learners using proven strategies and effective instructional delivery methods that results in increased student learning. These continued barriers were demonstrated in the school's earning 35% of the total possible points available on the FLDOE School Grade, thereby receiving an overall school grade of "D."

**Recommendations for school improvement:**

Although the school did experience some initial success in its 2<sup>nd</sup> year under DMT and some additional small success this past year under the guidance of a new school principal, barriers to student learning and increased achievement at Ramona Boulevard Elementary School continued. Duval's Executive leadership team, under the direction of the Superintendent of Schools Dr. Diana Greene, along with the new administrative team has collaborated with the stakeholders to identify and provide a comprehensive level of support at Ramona Boulevard Elementary. To lead the implementation of the identified supports for continuous improvement, the Superintendent appointed a Turnaround Region Superintendent who has demonstrated evidence of the essential competencies needed to direct the work of turning around Duval's most challenged schools. Additionally, the school is further supported by two (2) executive directors who have demonstrated evidence of successfully turning around underperforming schools. A mentor principal with extensive history of turning around the trajectory of high-poverty schools of similar demographics and academic challenges has also been assigned to the school.

After identifying the aforementioned barriers to student learning and increased achievement at Ramona Boulevard, the planning team also sought to identify evidence of strengths and areas where accelerated growth measures can be implemented at the school. This team worked to define a specific plan for school-wide improvement and sustainable practices to support continued increases in student learning and overall academic improvement that will result in the school's earning the necessary grade of "C" in 2019-2020 school year. The Superintendent and the District's Community Assessment Team's recommendation of turnaround strategies of support include an aggressive teacher recruitment and retention plan, along with a

**Turnaround Option Plan—Step 1 (TOP-1)**  
**3-Options**

plan for reengaging the students, parents/guardians and community stakeholders of Ramona Boulevard Elementary School.

**Other information:**

Duval County Public Schools supports a belief that if we, as a community, want to bridge the achievement and learning gap currently demonstrated at Ramona Boulevard Elementary School, we need to address the placement of quality instructional staffing and implement daily practices that support an environment conducive to teaching the whole child. The instructional leadership team and instructional staff are receiving regional prescriptive professional development and on-site support in best practices. These will be used to establish sustained partnerships that enable the students and their families at Ramona to see themselves as part of the collective team that is leading the change process for transforming the learning environment and increasing overall student achievement.

**Needs Assessment**

The district is responsible for documenting a needs assessment that uses quantitative and qualitative data to identify the needs of the school system, including needs identified by families and the community.

The summary of the needs assessment results must address points of strength and opportunities for growth in the school system (at both the district and school level) in each of these three domains:

1. Transformational Leadership
2. Standards-based Instruction and Learning (for student and adult learners)
3. Positive Culture and Environment

In the box below, describe the methodology used for the needs assessment, including 3-year data trends from the state, district and school levels. Include a review of all strategies to determine which are improving the school and should be reinforced or supplemented, as well as which strategies are not resulting in improvement.

**Describe the methodology used for needs assessment, including 3-year data trends from the state, district and school levels.**

Through a team approach, all stakeholders, under the direction of the Superintendent of Schools, Dr. Diana Greene, engaged in a comprehensive 8 Step Problem Solving process to review both qualitative and quantitative data. The below data reports, along with the school's 5 Essentials and other district utilized Culture and Climate survey reports, were used extensively by the committee to identify root causes of any identifiable barriers to student learning, in order to make informed recommendations for next steps needed to foster sustainable instructional practices.



**Turnaround Option Plan—Step 1 (TOP-1)  
3-Options**

**State FSA Historical Trend Data Reviewed:**

Test/Grade level	2016-17		2017-18		2018-2019	
	#	%	#	%	# <i>proficient</i>	% <i>proficient</i>
FSA ELA						
3	131,932	57.8%	126,265	56.9%	124,993	57.6%
4	116,453	55.8%	120,063	55.6%	123,526	58.5%
5	111,783	52.6%	115,691	54.8%	123,109	56.3%
FSA Math						
3	140,716	61.5%	137,533	61.7%	135,131	62.5%
4	133,668	63.6%	134,980	62.1%	134,548	64.0%
5	122,241	57.1%	129,444	60.7%	130,872	59.7%
Science						
5	108,900	51.1%	116,391	54.9%	115,263	52.7%

**Duval District FSA Trend Data Reviewed:**

Test/Grade level	2016-17		2017-18		2018-19	
	#	%	#	%	#	%
FSA ELA						
3	5,700	51.3%	5,612	50.3%	5,378	50.8%
4	5,184	51.9%	5,022	49.0%	5,384	52.0%
5	4,777	48.0%	5,010	50.9%	5,119	50.4%
FSA Math						
3	6,900	62.0%	6,656	59.5%	6,454	61.3%
4	6,411	63.7%	6,244	60.2%	6,599	63.6%
5	5,697	56.9%	6,039	60.8%	5,848	57.5%
Science						
5	5,026	50.5%	5,508	55.8%	5,004	49.5%

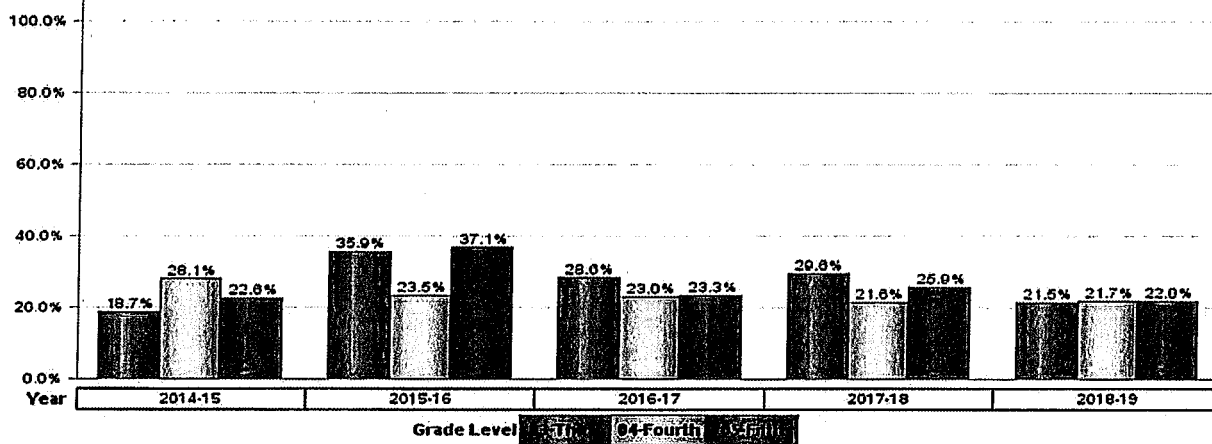
## Turnaround Option Plan—Step 1 (TOP-1) 3-Options

### Ramona FSA Trend Data Reviewed:

Test/Grade level	2016-17		2017-18		2018-19	
	#	%	#	%	#	%
<b>FSA ELA</b>						
3	98	6.1%	71	29.6%	79	21.5%
4	61	23.0%	58	25.9%	69	21.7%
5	73	23.3%	58	25.9%	59	22.0%
<b>FSA Math</b>						
3	96	35.4%	71	19.7%	79	48.1%
4	62	29.0%	77	35.1%	69	30.4%
5	74	21.6%	57	35.1%	59	33.9%
<b>Science</b>						
5	73	24.7%	58	36.2%	58	32.8%

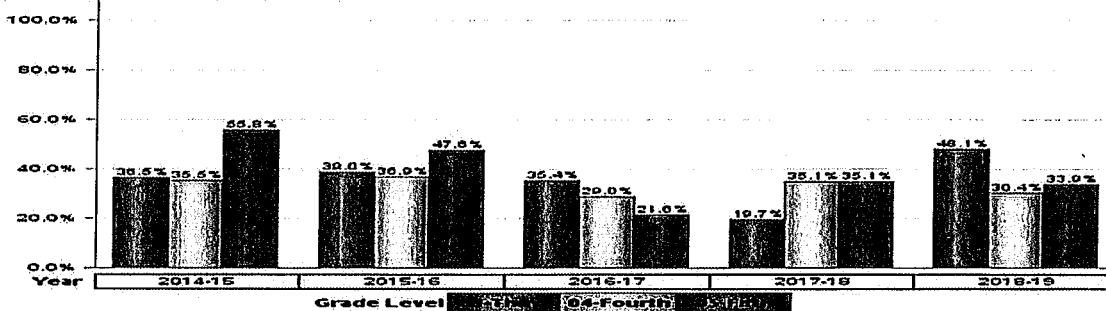
### Ramona – ELA Student Performance by Subgroup

Applied filters: District equal to 16-DUVAL  
% of Students (Level 3 and Above)



### Ramona – Math Student Performance by Subgroup

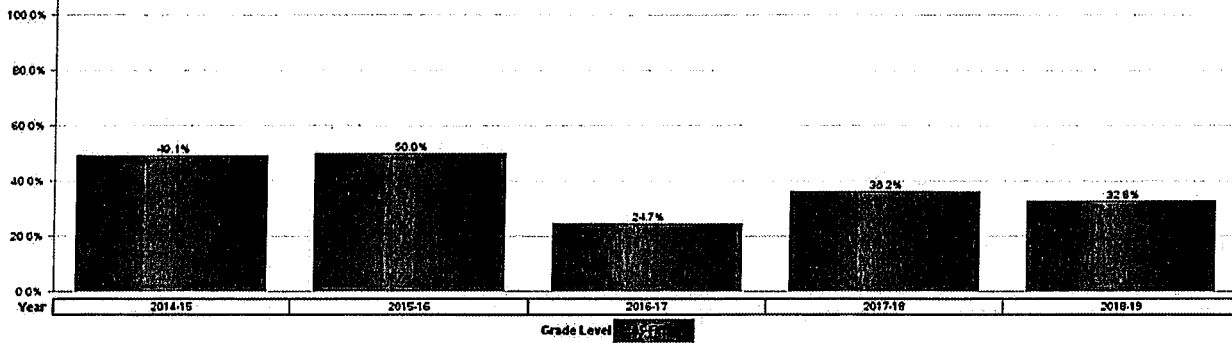
Applied filters: District equal to 16-DUVAL  
% of Students (Level 3 and Above)



# Turnaround Option Plan—Step 1 (TOP-1) 3-Options

## Ramona – Science Student Performance by Subgroup

Applied filters: District equal to 16-DUVAL  
% of Students (Level 3 and Above)



# Turnaround Option Plan—Step 1 (TOP-1) 3-Options

5Essentials

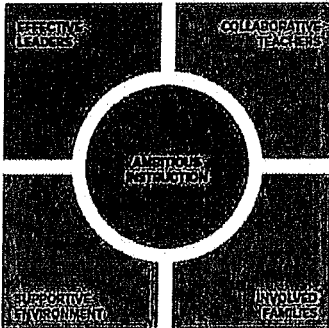
2019 Florida 5Essentials / Ramona Elementary School

## Ramona Elementary School

Primary School (K/PK-5)  
5540 Ramona Boulevard, Jacksonville, FL 32205



5Essentials Survey *Ramona Elementary*

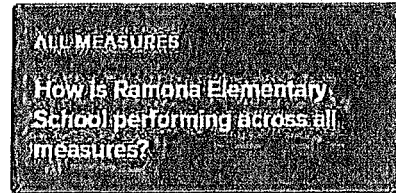
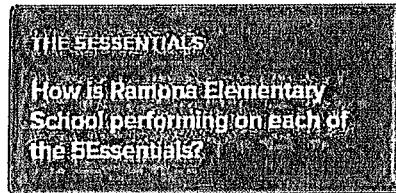


Very Strong    Strong    Neutral  
 Weak    Very Weak    No Data  
 Low Response/Not Applicable

### For 2019, Ramona Elementary School is partially organized for improvement

The overall performance score is comprised of each of the 5Essentials scores. Schools that are at or above benchmark on 3 or more essentials are 10 times more likely to improve than schools that are below the benchmark.

[About the Survey](#)



#### Survey Response Rates for Ramona Elementary School

Respondent	Response Rate	(Florida)
Students	50.8%	(70.2%)
Teachers	89.2%	(77.9%)
Parents	22.3%	(23.2%)

#### Identify strategies that have evidence of improvement at the school and how they will be reinforced or supplemented.

The focus of the district’s turnaround plan for Ramona Elementary is to provide tiered, systematic, targeted support to address the challenges the school continues to face. The school has faced considerable changes over the past several years with a transitioning neighborhood and shift in instructional staff. The strategies that are currently being implemented along with the additional strategies outlined within this section have been designed to provide tools to address the school’s current needs. Ramona Boulevard Elementary School is currently implementing year three (3) of a District-Managed turn-around plan (DMT).

**Turnaround Option Plan—Step 1 (TOP-1)**  
**3-Options**

1. Duval has demonstrated successful results in increasing student achievement through the support of our district Turnaround Region (TR) support team. Prior DMT supported elementary schools have demonstrated performance gains within one year of dedicated support. In an effort to accelerate and empower sustainable change, the Regional Turnaround office support has been re-envisioned and includes a leadership team with proven experience in increasing student learning and school improvement and the elementary level.

Currently Ramona Boulevard Elementary is under the direct supervision of the region executive director and a mentor principal who support the region for Innovation and School Improvement. The two individuals designated to provide leadership support have extensive proven experiences with supporting and transforming struggling schools. Additional support is also provided by a comprehensive content specific instructional team of content specific curriculum specialists in the areas of reading/language arts, mathematics, science and data analysis and an AVID instructional Coordinator.

2. The Innovation and School Improvement Region (I&SI) Ramona is also further supported by culture & climate support team that includes an on-site social worker, truancy officer, and a positive behavior specialist to provide attendance and full wrap around support as identified by school data. This additional tier of support will allow the new leadership at Ramona to provide an array of educationally relevant services to students through a comprehensive wraparound service model.

**Standards-based instruction and learning:**

The district's school-wide improvement plan for Ramona Boulevard is focused on providing targeted support to address the challenges this school faces. As noted earlier, the school has experienced considerable changes housed within a highly transient community neighborhood. With a yearly turnover of instructional staff, the strategies currently being implemented along with the additional components outlined within this section have been designed to provide tools to address the school's current needs for sustainable and transformational change.

Baseline and ongoing progress monitoring assessment data (provided by Achieve 3000, i-Ready, and Reading Mastery, and other district interim assessments) will continue to be utilized to set the instructional focus and inform instructional practices at the school. In addition, an added source of targeted data is being provided through a new implementation of Corrective Reading and ACALETICS. The District's framework for excellent instruction will direct and guide both school leadership and content area teachers along with intervention support staff in making data driven decisions necessary for continued improvement. To support these efforts, the district will sustain and/or enhance the following strategies:

1. Turnaround region leadership will collaborate with district content directors and specialists to design and present interactive learning sessions that will support Ramona Boulevard's instructional staff with a deeper understanding of grade level and content specific standards and instructional implications revealed through data analysis.
2. Region leadership and content area specialists will support job-embedded professional learning community trainings in effective use of intervention tools to build and support small group differentiated instruction that addresses each of the school's targeted student

**Turnaround Option Plan—Step 1 (TOP-1)**  
**3-Options**

populations (Proficient, Approaching, Below) in increasing student learning gains and grade level proficiency.

3. Major emphasis will continue to be on effective standards based instructional planning and the implementation of the AVID WICOR strategies for student success. Both initiatives have been designed to embed student ownership of learning supports to increase their grade level reading, math, and science proficiency.
4. Content specific training sessions are being provided for teachers to support school instructional teams in the identification and unpacking of priority standards for each quarter of instruction identified within the district's curriculum guides; grade and content specific differentiated lesson planning through demonstrations of instruction that highlight deliberate practices; and in recognizing student learning "look fors" that demonstrate standards mastery.
5. Through engaging professional development and coached practice walkthroughs, the school's leadership team will also learn how to systematically collect classroom-level data from many classrooms. Through a district online dashboard, those data will be aggregated to highlight patterns and trends within the school's instructional program. Teachers will also learn a protocol to facilitate structured reflective data conversations with their students that increase the self-efficacy needed to transform a learner.
6. The ISI Region will conduct quarterly data meetings with the school's leadership team, working collectively to identify key areas of needed support in order to assist intervention staff in providing effective tiers of support specific to meeting individual student growth area needs.
7. This aligned observational and ongoing student achievement data process will also provide the regional support staff with information that can be used to offer additional support and/or resources as needed.

**Positive culture and climate:**

The district regional leadership plans to support the administration and staff at Ramona Boulevard Elementary in identifying effective strategies for leveraging and extending newly developed/existing partner resources to address specific challenges that the students and families face to include the following:

1. *Ongoing use of survey data:* The *5Essential* survey will be used at the school to streamline the school's focus on the 5 foundational elements that make a successful school: Effective Leaders; Collaborative Teachers; Involved Families; Supportive Environments; and Ambitious Instruction. The leadership will continue to work and improve on the greatest area of weakness, Involved Families. This purposeful internal review of current systems will allow current leadership at the school to better understand the underlying issues that must be addressed to create an environment conducive to learning and that will foster reengagement of its most needed stakeholders. Additionally, the school will also continue to utilize the district's internal survey data as a guide to determine next step strategies for supporting students and their families. Ramona Boulevard's new administration will continue to closely monitor progress and reassess strategies based upon school wide data and climate survey results.

**Turnaround Option Plan—Step 1 (TOP-1)**  
**3-Options**

2. *Continued involvement of current student support staff:* Ramona Boulevard Elementary will continue to rely heavily on the expertise of the school's executive team, content specific instructional coaches, the full wrap around service support from its partnership with United Way that provides the school's students and families with a dedicated culture & climate support team. This support team provides Ramona Boulevard families access to a social worker, a truancy officer, and a positive behavior specialist who provides attendance and full wrap around support as identified by the school's data.
3. *An improved and targeted calendar of Parent Academy activities:* The Duval County Schools Parent Academy provides courses for families at locations throughout the district. Ramona Boulevard's teachers and guidance counselor will work with community partners and district staff to offer onsite Parent Academy courses that address the specific needs of the school's families on site. The Parent Academy will serve as a platform for direct contact with families, addressing the whole child. Additionally, school leadership will encourage participation in the courses by offering transportation when needed for parental attendance at high interest, interactive events, and sessions offered in response to needs identified by parents and survey assessment tools.
4. *Outreach to small business owners, home associations, and other community organizations to increase neighborhood participation and buy-in:* The neighborhood where the school is situated has an established community partnership with a number of small business owners, faith-based partners, and other neighborhood advocacy groups. The school leadership will work to engage these neighborhood associations in an advisory council with a mission to encourage increased participation from the disengaged members of the community.

**Identify strategies that have not resulted in improvement. What will be done differently?**

Ramona Boulevard Elementary School's needs assessment review indicated that during the 2018 - 2019 school year the school demonstrated a significant decrease in English Language Arts proficiency in grade 3 and 5. In grade 3 the school demonstrated a loss of more than 8% dropping from 30% to 22% and in grade 5 the school demonstrated a further drop in ELA proficiency with a 8% decrease, from 26% of the student's demonstrating grade level proficiency to only 22%. In addition, a marked decrease in both overall 5<sup>th</sup> grade Science proficiency was noted by the drop of 53% of grade 5 students demonstrating proficiency in Science in 2018 to only 35% of students demonstrating proficiency in 2019. The resulting loss in proficiency in four of the seven categories measured within the school grade ultimately impacted the positive trajectory that the school had demonstrated the prior year.

The committee had a shared belief that the inconsistency in instructional leadership, high teacher turnover, and inconsistent standards based instructional practices in several classrooms, all greatly contributed to the lack of continuous student engagement and resulted in a marked decrease in overall student learning and achievement.

**What will be done differently?**

For the 2019-2020 school year, Ramona Boulevard Elementary is under the direct supervision of a new Principal who was placed at the helm in July of 2019 and an a newly assigned assistant principal. Dr. Lampkin comes with a proven track record for supporting change in a high needs school with similar challenges and

**Turnaround Option Plan—Step 1 (TOP-1)  
3-Options**

demographics. This leadership team will be working under the guidance of the Innovation and School Improvement Region Superintendent who will be providing on-going direct support. The school's principal will be further supported by a Mentor Principal, who also has extensive experience with schools of similar demographics and needs.

The school will have additional district support with a priority focus on teacher retention, standards-based instruction, effective lesson planning, student task and data analysis, problem solving and performance management strategies and other necessary instructional supports identified during instructional walks conducted by the Region Superintendent and the school's administrative leadership team in order to prioritize resources necessary to address barriers to learning.

Furthermore, Ramona Boulevard's district managed plan also includes frequent monitoring of student data, teacher and parent surveys, as well as instructional walks and shared stakeholder meeting to measure strategy effectiveness and/or identify areas that need alternative strategies or support. This plan for on-going monitoring will provide additional support whenever school specific data indicates the need to re-assess identifiable barriers as well as areas of strength and make real-time adjustments as necessary.

**Select One Turnaround Option**

Check the box to indicate the turnaround option selected by the district.

- Closure (RC):** Reassign students to another school and monitor the progress of each reassigned student.
- Charter (CH):** Close the school and reopen the school as one or more charter schools, each with a governing board that has a demonstrated record of effectiveness.
- External Operator (EO):** Contract with an outside entity that has a demonstrated record of effectiveness to operate the school.

**Selected Turnaround Option Plan Rationale**

In the box below, describe the district's efforts to engage and involve stakeholders, CAT and the school leadership team in the selection of one of the three turnaround options. Provide the rationale for the selected turnaround option.



**Turnaround Option Plan—Step 1 (TOP-1)**  
**3-Options**

Duval County Public School's Community Assessment Team has conducted two district wide meetings to review school data, principal initiatives and current school plans for improvement. Additionally, district staff work to provide an assortment of ways whereby stakeholders could become engaged and involved in the district's efforts. Some of the additional methods included school level data chats; status of the school meetings with partners, PTA and SAC Advisory meetings, and online and paper formatted surveys. Based upon all of the collected feedback received, this fact-finding information was used to provide recommendations to the Superintendent for consideration of the below selected turnaround option.

**Complete only the section for the selected turnaround option.**

The district must agree to ALL of the assurances for the selected turnaround option by checking the corresponding boxes.

**Closure (RC)**

**Assurance 1: Close and Reassign Students**

- The district shall close the school and reassign students to higher-performing schools with a "C" or higher in the district. *A new school does not qualify since it does not have a record of performance.*
- The district shall ensure that students from the closed school are not assigned to instructional personnel who are rated as Unsatisfactory or Needs Improvement based upon both the three-year aggregated state VAM ratings, if applicable, and the district evaluation system.

**Assurance 2: Monitoring Reassigned Students**

- The district shall monitor the reassigned students and report their progress to the department for three years on a quarterly basis. Reports shall include attendance, grades and progress monitoring data aligned to Florida's Standards, the type of intervention provided to students to address deficiencies (if applicable), as well as the record of all instructional personnel assigned to the students (three-year aggregated state VAM rating, if applicable, and district evaluation rating). The district shall provide quarterly reports to the RED.

**Assurance 3: Reassignment of Instructional Personnel and Administrators**

- The district shall ensure, for the upcoming school year, that instructional personnel rated as Unsatisfactory or Needs Improvement based on the three-year aggregated state VAM rating are not reassigned to other School Improvement (SI) schools within the district.
- The district shall ensure that administrators from a school closed through selection of this turnaround option are not reassigned at other SI schools within the district.
- The district shall ensure that, for the upcoming school year, instructional personnel from the closed school who are rated as Unsatisfactory or Needs Improvement based on the three-year aggregated state VAM rating are not assigned to:

**Turnaround Option Plan—Step 1 (TOP-1)  
3-Options**

1. A high school or middle school student who was taught by a classroom teacher rated as Unsatisfactory or Needs Improvement based on the three-year aggregated state VAM rating for the previous school year in the same subject area.
2. An elementary student who was taught by a classroom teacher rated as Unsatisfactory or Needs Improvement based on the three-year aggregated state VAM rating for the previous school year.

**Charter (CH)**

**Assurance 1: Close and Reopen School**

- The district shall close the school and reopen it as a charter or multiple charters.

**Assurance 2: Contracting with Charter Organization**

- The district shall enter into a contract with the charter organization following established district policies and procedures for contracting with external providers.

**Assurance 3: Selecting a Successful Organization**

- The district shall select a charter organization that has a record of school improvement in turning around schools that are high-poverty and low-performing with students of similar demographics or a charter school with a record of high performance.

**Assurance 4: Selecting Instructional Staff**

- The district shall ensure that instructional personnel rated as Unsatisfactory and Needs Improvement based on both the three-year aggregated state VAM rating, if applicable, and on the district's approved evaluation system, pursuant to section 1012.34, F.S., shall not be staffed at the school.

**External Operator (EO)**

**Assurance 1: Selecting a Successful EO**

- The district shall select an EO that has a record of school improvement in turning around schools that are high-poverty and low-performing with students of similar demographics.

**Assurance 2: Selecting Leadership**

- The district and the EO shall ensure the incoming principal and school leadership team have a successful record in leading turnaround schools and the qualifications to support the population being served.

**Assurance 3: Selecting Instructional Staff**

- The district and the EO shall ensure that instructional personnel rated as Unsatisfactory and Needs Improvement based on both the three-year aggregated state VAM rating, if applicable, and on the

**Turnaround Option Plan—Step 1 (TOP-1)**  
**3-Options**

district's approved evaluation system, pursuant to section 1012.34, F.S., shall not be staffed at the school.

If the district establishes a district-managed charter school, the district shall ensure all instructional personnel are not employees of the school district, but are employees of an independent governing board composed of members who did not participate in the review or approval of the charter.

**Assurance 4: Contracting with the EO**

The district shall enter into a contract with an EO to operate the school, following established district policies and procedures. To ensure the district is well positioned in contract negotiations with an EO for the upcoming school year, the following must be addressed in the contract:

1. Performance indicators to demonstrate that during the term of the contract there will be quantifiable evidence of improvement showing that the school is on track to earn at least a "C" grade within two years and that ties payment to such improvement;
2. The district's authority to terminate or non-renew the contract for a second year should the EO fail to meet the performance indicators or fail to meet its contractual obligations;
3. Services and responsibilities for leadership and instructional staffing, curriculum and instruction, assessments, progress monitoring and professional development;
4. EO's record of school improvement and its role in recruitment, selection and placement of instructional personnel and the school leadership team;
5. Where the district has an existing contract with the EO, a detailed provision outlining the new or modified services to be provided by the EO; and
6. A detailed budget with conditions of payment based on performance indicators, including a deferred payment of the final installment of 33% of the contracted amount until delivery of agreed upon improvement and outcomes. The contract must include a provision where the final 33% of the contract value may not be paid until and unless the EO demonstrates that the school has achieved at least a "C" grade or that the school has improved by at least four school grade percentage points overall.

**Timelines**

**This timeline applies if the district selects RC.**

For Cycle 1, if the district selects RC, the district acknowledges that the plan (TOP-2) is due to the Department by October 1.

For Cycle 2-4, if the district selects RC, the district acknowledges that the plan (TOP-2) is due to the Department by January 31.

**This timeline applies if the district selects either CH or EO.**

For Cycle 1, the district acknowledges that the plan (TOP-2) and the CH or EO contract is due to the Department by October 1.

**Turnaround Option Plan—Step 1 (TOP-1)  
3-Options**

For Cycle 2-4, the district acknowledges that the plan (TOP-2) and proposed CH or EO contract are due to the Department by January 31 and the district school board approved CH or EO contract is due to the Department by May 1.

**Request for Extension of Turnaround Plan, Criteria and Due Date**

**The district requests additional time to implement its turnaround plan for the following year. The district meets the following conditions and shall provide evidence that the school is likely to improve to a “C” or higher by the end of following school year.**

Upon request from the district, the SBE may grant additional time for the district to implement its current turnaround plan if the following conditions are met:

1. The request is received by the Department on or before November 1 on this form;
2. The request demonstrates that the school has a positive trajectory using the grade components listed in s. 1008.34(3)(b), F.S.;
3. The request demonstrates that the SI school has no Unsatisfactory rated instructional personnel and the percentage of Needs Improvement instructional personnel must be at or below the district VAM average where the district has more than five schools, or the state VAM average where the district has five or fewer schools;
4. During the remainder of the implementation of the turnaround plan, the district agrees to staff the school with no Unsatisfactory rated instructional personnel and maintain or improve the school’s VAM average, as provided in (15)(a)4.
5. The request includes a description of the services that will be implemented to ensure the sustainability of improvement in the next year and beyond.

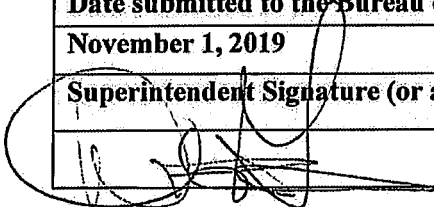
In the box below, the district must provide evidence that the school met the above conditions. Explain how the school will improve to a grade of at least a “C” during an extended period of implementation of the turnaround plan. Outline any changes in activities and strategies that will occur should additional time be granted by the SBE.

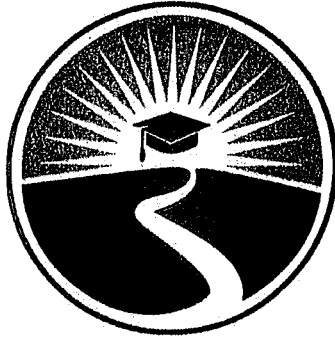
**Turnaround Option Plan—Step 1 (TOP-1)  
3-Options**

<b>Evidence that the five conditions were met:</b>
<b>Explain how the school will improve to a “C” or higher:</b>
<b>Outline proposed changes and strategies that will occur during the extended period:</b>

**Acknowledgement**

The district verifies the information in this form and confirms that they have collaborated with the school and the RED.

<b>Name and title of person responsible for completion and submission of the TOP-1</b>
Jacqueline Kelley, Executive Director
<b>Contact information: email, phone number</b>
<a href="mailto:kellyvj@duvalschools.org">kellyvj@duvalschools.org</a> ; (904) 390-2623 or (904) 314 -8677
<b>Date submitted to the Bureau of School Improvement</b>
November 1, 2019
<b>Superintendent Signature (or authorized representative)</b>




FLORIDA DEPARTMENT OF  
EDUCATION  
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**TOP-2**



**Turnaround Option Plan—Step 2(TOP-2)**  
**External Operator (EO)**

**Duval County Public Schools**  
**Ramona Blvd. Elementary School**

Form Number TOP-2, EO, incorporated in Rule 6A-1.099811, F.A.C., effective December 19, 2019

**Turnaround Option Plan—Step 2 (TOP-2)  
External Operator**

*Due: October 1 for Cycle 1 or January 31 for Cycle 2-4*

**Purpose**

The purpose of this document is to guide districts to develop a plan for implementation of the turnaround option External Operator (EO). The district shall provide the Department with this plan for approval by the State Board of Education (SBE).

**Directions**

Districts shall complete this Step 2 form for each school for which the district is selecting EO. This completed form must be signed by the superintendent or authorized representative and emailed to [BSI@fldoe.org](mailto:BSI@fldoe.org) no later than October 1 if Cycle 1 or January 31 if Cycle 2-4. The subject line of the email must include district name, school name and TOP-2 (EO).

**School**

In the box below, identify the name and MSID number of the school that will be supported through EO.

**School Name/ MSID Number**

Ramona Blvd. School/MSID #160791

**EO Assurances**

The district must agree to ALL of the following assurances by checking the boxes below.

**Assurance 1: Selecting a Successful EO**

The district shall select an EO that has a record of school improvement in turning around schools that are high-poverty and low-performing with students of similar demographics.

**Description of how the district will address Assurance 1: Selecting a Successful EO**

Duval County Public Schools conducted an Intent to Negotiate (ITN) process to select a successful External Operator (EO).

ITN process timeline:

- Intent to Negotiate Posted: December 10, 2019 – January 9, 2020
- Proposal Presentations: January 27, 2020
- Superintendent Identifies a Recommended EO: February 6, 2020
- All Respondents Notified of the Recommendation: February 7, 2020

**Turnaround Option Plan—Step 2 (TOP-2)**  
**External Operator**

Due to the COVID event, and the elimination of statewide testing during the 2019-2020 and the 2020-2021 school year, the federal school grades and turnaround status remained the same. Therefore, the ITN process conducted during the 2019-2020 school year continued during the 2020-2021 school year. The education management company selected to begin contract negotiations with Ramona Blvd. Elementary is Education Management Consulting Services (EMCS). EMCS was selected to serve as the External Operator and begin contract negotiations due to having a record of school improvement in turning around schools with students of similar demographics to Ramona Blvd. Elementary. EMCS has a robust plan for sustainability and their cost proposal is reasonable for the services needed to support Ramona Blvd. Elementary.

- Contract Published to Board Agenda: March 16, 2021
- Board Review and Approval of Proposed Contract: April 6, 2021
- Final Signed Contract Submitted to FLDOE/BSI: May 1, 2021

**Assurance 2: Selecting Leadership**

The district and the EO shall ensure the incoming principal and school leadership team have a successful record in leading turnaround schools and the qualifications to support the population being served. The district and the EO shall complete a Principal Change Verification Form when there is a proposed principal change at the school no later than 10 days prior to the proposed principal hire date.

**Description of how the district will address Assurance 2: Selecting Leadership**

Duval County and the External operator will ensure the incoming principal and school leadership team have a successful record in leading turnaround schools and the qualifications to support the population at Ramona Blvd. In May, the District will conduct a needs assessment and provide the External Operator with necessary data, background knowledge of the school and community, as well as a summative report of current staff. The External Operator and the District will collaborate in selecting an effective principal and leadership team with prior experience in a leading a turnaround school. This will include a record of academic performance in all measurable/assessed content areas, demonstrated effectiveness with improving school culture, evidence of implementation of strategies to address early warning indicators, and experience with stakeholder engagement.

After a mutually agreed upon selection, the District will complete and submit the Principal Change Verification Form no later than 10 days prior to the proposed principal hire date.

**Assurance 3: Selecting Instructional Staff**

The district and the EO shall ensure that teachers rated as Unsatisfactory and Needs Improvement based on the three-year aggregated state Value-added Model (VAM) rating and on the district's approved evaluation system, pursuant to section 1012.34, F.S., shall not be staffed at the school.

If the district establishes a district-managed charter school, the district shall ensure all instructional personnel are not employees of the school district, but are employees of an independent governing board composed of members who did not participate in the review or approval of the charter.



**Turnaround Option Plan—Step 2 (TOP-2)  
External Operator**

**Description of how the district will address Assurance 3: Selecting Instructional Staff**

The District and External Operator will ensure that teachers rated as Unsatisfactory and Needs Improvement based on the three-year aggregated state VAM rating and on the district's approved evaluation system, will not be staffed at Ramona Blvd. Elementary. The District is committed to providing the selected contractor with all allowable performance and personnel information available for current employees. Additionally, school staff will be selected through an interview protocol established by the External Operator. If the External Operator determines that a specific staff member is not a good fit for the school, the district will transfer that staff member to a vacant position in another school within the district. The District will provide applicant data to the school and External Operator to ensure the school is fully staffed with highly effective educators and staff.

**Assurance 4: Contracting with the EO**

The district shall enter into an annual contract with an EO to operate the school following established district policies and procedures. To ensure the district is well positioned in contract negotiations with an EO the following must be addressed in the contract:

1. Performance indicators to demonstrate that during the term of the contract there will be quantifiable evidence of improvement showing that the school is on track to earn at least a "C" grade within two years and that ties payment to such improvement;
2. The district's authority to terminate or non-renew the contract for a second year should the EO fail to meet the performance indicators or fail to meet its contractual obligations;
3. Services and responsibilities in leadership and instructional staffing, curriculum and instruction, assessments, progress monitoring and professional development;
4. The EO's role in recruitment, selection and placement of instructional personnel and the school leadership team;
5. Where the district has an existing contract with the EO, a detailed provision outlining the new or modified services to be provided by the EO; and
6. A detailed budget with conditions of payment based on performance indicators, including a deferred payment of the final installment of 33% of the contracted amount until delivery of agreed upon improvement and outcomes. The contract must include a provision where the final 33% of the contract value may not be paid until and unless the EO demonstrates that the school has achieved at least a "C" grade or that the school has improved by at least four school grade percentage points overall.

**Description of how the district will address Assurance 4: Contracting with the EO**

## Turnaround Option Plan—Step 2 (TOP-2)

### External Operator

The district ensures that the annual contract renewal with the External Operator to operate the school following established district policies and procedures is signed. During contract negotiations, both the District and External Operator understand that each of the six assurance requirements must be embedded and agreed upon in the final contract. Additional contract provisions include stipulations that clearly define the External Operator's role in recruitment, selection and placement of instructional and leadership personnel as well as services and responsibilities in the areas of curriculum and instruction, assessments, progress monitoring, and professional development. The contract will allow the District to terminate or non-renew the agreement for a second year should the provider fail to meet the performance indicators or fail to meet other contract terms.

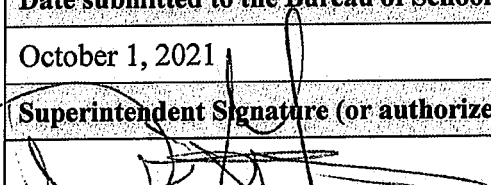
Finally, the District has established a timeline that endures the contract is signed and finalized by May 1, 2022; thereby ensuring the External Operator is well positioned to assume the transition of all operational management and instructional oversight of Ramona Blvd. Elementary, in the event the school fails to earn the necessary grade of "C" or higher, or has improved by at least four school grade percentage points overall at the end of the 2021 - 2022 school year.

### Acknowledgement

Check the box that applies to the district selection of EO.

For Cycle 1, the district acknowledges that the plan and the final EO contract is due to the Department by October 1.

For Cycle 2-4, the district acknowledges that the plan and proposed EO contract are due to the Department by January 31 and the final EO contract is due to the Department by May 1.

<b>Name and title of person responsible for completing and submission of the TOP-2</b>
Laura Bowes - Executive Director for Schools
<b>Contact information: email, phone number</b>
bowesl@duvalschools.org; 904-390-2505
<b>Date submitted to the Bureau of School Improvement</b>
October 1, 2021
<b>Superintendent Signature (or authorized representative)</b>


**EXHIBIT B - RAMONA**  
**Services**

Notwithstanding anything to the contrary in this Exhibit, the Services shall be only for the 2022-2023 school year, to coincide with the term of the Agreement. The parties agree that the initial payment of \$16,500.00 is for purposes of Contractor's mobilization.

**Staffing**

External Operator services will include on-site and off-site planning and reporting days by a team of support personnel (coaches, transformation specialists, content specialists, mentors, etc.) with oversight provided by the assigned transformation director. Support personnel will include but not be limited to the following roles:

- **Transformation Director** – Provides oversight of the implementation of the school's improvement plan, operations, progress monitoring, compliance with State assurances/requirements and provides leadership support.
- **Leadership Transformation Specialist(s)** – Provides to school's leadership team to support curriculum and instruction, assessment, coaching to strengthen PLCs, MTSS, data analysis, Focus Walks, and onsite targeted professional development
- **Content Area Specialists** – Provides leadership and teacher support in curriculum and instruction, assessment, PLC, MTSS, data analysis, and onsite targeted professional development
- **Community/Family Engagement Specialist** – Provides leadership and teacher support in the development of and implementation of community/family engagement strategies and events/activities.

**Quantity/Frequency of On-site Staffing Support**

<b>School Support</b>	<b>Frequency: On-Site Days</b>
Transformation Director	33 days (3 days per month)
Leadership Transformation Specialist	55 days (5 per month)
On-Site Content Area Support – Reading*	111 Days (3-days per week)
On-Site Content Area Support – Math*	111 Days (3-days per week)
On-Site Content Area Support – Science (Grade 5) *	37 Days (1 day* per week)
Community/Family Engagement	10 days per year
*On-Site Content Area Support (Reading, Math and Science) – For content area support, a day is considered to be a minimum of 5 hours on site.	

MGT is concurrently contracting to provide similar Services to two schools in Duval County Public Schools (Services for Ramona defined in this Agreement, while Services for George Washington Carver defined separately). Please note that there is expected to be variation in the allocation of resources between the schools covered under these two agreements based on volume and acuity of need that will be assessed through the findings of the Comprehensive Needs Assessment and ongoing progress of the schools over the term of support. The total combined allocation of staffing and resources will reflect, at minimum, the sum of support set forth in the individual agreements.

**Scope of Services**

<b>Phase I Mobilization &amp; School Needs Assessment</b>				
<b>Month</b>	<b>Description of Tasks</b>	<b>Deliverable</b>	<b>Cost</b>	<b>Invoicing</b>
<b>May 1-31, 2022</b>	<ul style="list-style-type: none"> <li>Conduct a comprehensive review of Academic performance data, classroom instruction, curriculum and other data necessary to identify current systems and resources in place</li> </ul>	<ul style="list-style-type: none"> <li>Detailed listing of all requested data, curriculum, and other operational information to conduct research and review; and a list of all staff hired to support Phase I requiring approved vendor access.</li> </ul>	<b>\$16,500.00</b>	\$16,500.00 invoiced no earlier than May 15, 2022, for purposes of Contractor's mobilization for Phase I, and School Needs Assessment
<b>June 1-17, 2022</b>	<ul style="list-style-type: none"> <li>Needs assessment and On-Site Analysis of operational support systems such as budgets, facilities, supplies, IT infrastructure and other current School specific instructional procedures/practices.</li> </ul> <p>The comprehensive school needs assessment will be completed with school administration and will include:</p> <ul style="list-style-type: none"> <li>Analysis of current FSA scores correlated to assessment progress</li> <li>Classroom visits to assess instruction</li> <li>Identification of groups or areas of focus for SY2022</li> <li>Identification of school strengths to use as building blocks</li> <li>Develop baseline data for SY2022 including distribution of students and their ESSA categories, teacher quality attributes (ratings, FSA results, tenure in school/grade level, etc.)</li> <li>Detailed Turnaround plan developed with school leadership</li> </ul>	<ul style="list-style-type: none"> <li>Written Comprehensive Action Plan for School Improvement Report (supporting both state and district areas of consideration); shared with the Superintendent and Division of Schools' leadership during July bi-monthly meeting.</li> </ul>	<b>\$8,816.00</b>	\$8,816.00 invoiced no earlier than June 17, 2022

**Phase II  
Operational Readiness & Comprehensive School Improvement Plan**

Month	Description of Tasks	Deliverable	Cost	Invoicing
<p><b>June 18-30 2022</b></p>	<p>Assist District Staffing in Leadership and faculty retention and recruitment efforts; Develop communication plan for the community and School; prepare the School's Academic Leadership Team to execute the 2022-23 Comprehensive School Improvement Plan.</p> <ul style="list-style-type: none"> <li>• Utilize summer months to refine current state assessment, planning and preparation for school year, to include:               <ul style="list-style-type: none"> <li>• Collaborative management of school/progress</li> <li>• Master Scheduling</li> <li>• Guide/model for providing feedback, coaching, and monitoring instruction</li> <li>• Create monthly calendar of leadership tasks</li> <li>• Provide decision making strategies and processes</li> <li>• Clarify leadership roles and responsibilities</li> <li>• Develop school communication plans</li> <li>• Create professional growth plans for teachers and administrators and provide support</li> <li>• Provide quarterly reports to DCPS Superintendent or designee to include key performance indicators with recommendations for further school improvements</li> <li>• Provide self-assessment and conduct workshop for Principal(s) to review and utilize results</li> <li>• Develop process for Principal(s) to monitor and support teachers using pacing guides and vertical alignment of standards</li> <li>• Initiation of all ongoing General Turnaround Support, Support to Instructional Coaches, and Support to Principals from August 2022 – April 2023</li> </ul> </li> </ul>	<p>June 2022 Monthly Status Report detailing:</p> <ul style="list-style-type: none"> <li>• Support from Turnaround Team</li> <li>• Support for Instructional Coaches (in Collaboration with District)</li> <li>• Implementation of Targeted Curriculum</li> <li>• Pedagogical Support</li> <li>• Principal Cohort Leadership Support</li> <li>• Meeting agendas with School's Academic Leadership Team</li> <li>• 2022-2023 Professional Development Plan for School leadership, teachers and other staff</li> <li>• Calendar of recruitment events and/or announcement flyers</li> <li>• Report to be shared with the Division of Schools' leadership during July's bi-monthly meeting.</li> </ul> <p>Vendor will submit documentation of deliverables with monthly invoice. Documentation to include the following:</p> <ul style="list-style-type: none"> <li>• Written monthly status report to include documentation of recruitment efforts, professional development plan, leadership support (principal and school instructional coaches) and communication plan.</li> </ul>	<p>\$21,223.67</p>	<p>\$21,223.67 invoiced no earlier than July 1, 2022, for purposes of Phase II Operational Readiness and School Improvement Plan</p>

Month	Description of Task	Deliverable	Cost	Invoicing
July, 2022	EO in consort with the District assumes full operation of School systems such as budget, School leadership; instructional staffing, and daily Academic Operation.	<p>July Monthly Status Report detailing:</p> <ul style="list-style-type: none"> <li>• Support from Turnaround Team</li> <li>• Support for Instructional Coaches (in Collaboration with District)</li> <li>• Implementation of Targeted Curriculum</li> <li>• Pedagogical Support</li> <li>• Principal Cohort Leadership Support</li> <li>• Meeting agendas with School's Academic Leadership Team</li> </ul> <p>Vendor will submit documentation of deliverables with monthly invoice. Documentation to include the following:</p> <ul style="list-style-type: none"> <li>• July Monthly Status Report (Written)</li> </ul>	\$21,223.67	\$21,223.67 invoiced no earlier than August 1, 2022, for purposes of Phase II Operational Readiness and School Improvement Plan
August, 2022	<p><b>Instructional Leadership and Staff training/Opening of School</b></p> <p>EO in consort with the District assumes full operation of School systems such as budget, School leadership; instructional staffing, and daily Academic Operation.</p>	<p>Teacher, Student, Parent Orientation plans, Teacher professional development plans, sign in sheets; agendas</p> <p>Four (4) days of professional development is tentatively scheduled August 1-5, 2022 and depends in part on the return of both teachers and students. The Contractor will conduct all professional development face-to-face, however, if the circumstances require a virtual setting, then Contractor will deliver the professional development through distance/virtual learning. Each day of professional development will be conducted by 2 Contractor personnel, and the unit cost of each day is \$3,000.00 and included within the \$21,223.67 invoice for August. The following are the professional development descriptions:</p> <ol style="list-style-type: none"> <li>1. Data in Daily Instruction. This session will encompass the use of formal and informal assessment data. Teachers will be encouraged to utilize student data sheets and goal</li> </ol>	\$21,223.67	\$21,223.67 invoiced no earlier than September 1, 2022, for purposes of Phase II Operational Readiness and School Improvement Plan

		<p>setting, with a focus on discussing such data with students.</p> <ol style="list-style-type: none"> <li>2. Classroom Management. This session will encompass strategies to support classroom transitions, organization of materials, effective seating, and diffusing confrontation. Session facilitators will encourage teachers to reflect on strategies they have tried before that need refinement.</li> <li>3. Standards-Based Instruction. (Math) This session will focus on planning standards-based math instruction that develops critical thinking and problem-solving. (ELA) This session will focus on aligning questioning to each standard through close reading.</li> <li>4. Reading and Writing. (ELA) This session will encompass strategies for infusing FSA-style reading and writing from day 1. Facilitators will review the FSA Writing rubric and encourage teachers to share their own experiences to support overcoming barriers to instruction. (Science and SS) This session will review disciplinary literacy strategies for content area teachers.</li> <li>5. August 2022 Monthly Status Report</li> </ol> <p>Vendor will submit documentation of deliverables with monthly invoice. Documentation to include the following:</p> <ul style="list-style-type: none"> <li>• August 2022 Monthly Status Report</li> <li>• Professional Development implementation – Sign in sheets and agendas</li> <li>• School log of EO/Contractor on-site visits for the month of August.</li> </ul>		
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**Phase III  
School Year Support**

Month	Description of Task	Deliverable	Cost	Invoicing
<p><b>Sept. 1, 2022 – May, 2023</b></p>	<p>Professional Development through the year (during the regularly scheduled school day, and the number of specialists and frequency shall be determined by need). Professional development will be developed based on school need as determined through data analysis, walk throughs and coaching sessions.</p> <p>On-Site Coaching Days to include:</p> <ul style="list-style-type: none"> <li>• School leadership and teacher support</li> <li>• Curriculum planning</li> <li>• On-site professional development for school's leadership team (principal and academic coaches).</li> </ul> <p>On-Site Content Area Support in the areas of Math, ELA/Reading, and Science.</p> <p>Family and Community Support and Communication</p>	<p><u>Professional Development</u></p> <ul style="list-style-type: none"> <li>• High Yield Instructional Strategies for reading math and writing.</li> <li>• Student Engagement</li> <li>• Assessing for Learning</li> <li>• Scaffolding Instruction to meet the students' need and reach the expectations of the standard</li> <li>• Other PD as needed based on data and observation.</li> </ul> <p><u>Reading/Math Support</u> Contractor's specialists will reflect with teachers and support as needed throughout the school year.</p> <p><u>FSA Writing Calibration</u> Contractor's specialists will work with the school-based team to analyze district writing prompts, group students based on trends, and revise writing to proficiency.</p> <p><u>Student Work Product Reflection</u> Contractor's specialists will work with PLCs to analyze student work and make informed decisions regarding instruction.</p> <p><u>Coaching through Mentorship</u> Contractor's specialists will mentor school-based coaches to foster positive work relationships between teachers,</p>	<p>Part of Monthly Fee</p>	<p>With each month's invoice including supporting back-up documentation for each day of professional development services delivered (e.g., the training agenda, sign-in sheets of participants, school log of EO/vendor so-site visits (hourly), and any training materials).</p>



		coaches, and administrators  <u>Teacher Mentorship</u> Contractor's specialists will continuously monitor and engage in reflective conversations with teachers regarding classroom management and effective instruction.		
				<b>Mobilization of Full Operations in Phase III to be invoiced as follows:</b>
<b>September 1-30, 2022</b>	<p><b>GENERAL TURNAROUND SUPPORT:</b></p> <ul style="list-style-type: none"> <li>Ongoing collaborative management of school/progress</li> <li>Classroom Observations and Walk Throughs</li> <li>Collaborative Planning Meetings</li> <li>Data Meetings</li> <li>Job-embedded Professional Development</li> <li>Novice Teacher Induction</li> <li>Constructive/Crucial Conversations</li> <li>Determine "look fors" during classroom walkthroughs</li> <li>Develop and support the school leadership team</li> <li>Utilize leadership rubric to determine current status and areas of growth</li> <li>Develop and co-present parent workshops/community opportunities</li> </ul> <p><b>SUPPORT TO</b></p>	<p>All State Required Reporting and district bi-monthly meeting Staff on the overall Status of all essential School systems including but not limited to: School Leadership, Instruction, Assessment; Community and Family Engagement, Instructional Resources, Professional Development.</p> <p>September 2022 Monthly Status Report</p> <p>Vendor will submit documentation of deliverables with monthly invoice. Documentation to include the following:</p> <ul style="list-style-type: none"> <li>Monthly Status Report (September 2022)</li> <li>Professional Development Agendas</li> <li>Training sign-in/attendance sheets</li> <li>EO/Vendor on-site visitation log showing hours and days on site.</li> </ul>	\$21,223.67	\$21,223.67 to be invoiced no earlier than October 1, 2022.

	<p><b>INSTRUCTIONAL COACHES:</b></p> <ul style="list-style-type: none"> <li>• Instruction aligned to standards and scope of FSA</li> <li>• Collaborative meetings for planning, formative assessments, professional development</li> <li>• One-on-one coaching/modeling for teachers</li> <li>• Identify key areas of support in both ELA and Math</li> <li>• Provide technical assistance and coaching on Math and ELA curriculum</li> <li>• Provide guidance in planning and pacing instruction utilizing pacing guides and student data</li> </ul> <p><b>SUPPORT TO PRINCIPALS:</b></p> <ul style="list-style-type: none"> <li>• Develop leadership role through ongoing workshops each month. Sample topics include: Coaching and feedback; Managing data; Structures for teaming and collaboration</li> <li>• Provide onsite peer coaching and feedback sessions to principals.</li> <li>• Classroom culture and climate</li> <li>• Ensuring rigor and relevance in the classroom</li> <li>• Co-teaching/inclusion models</li> </ul> <p>On-site content area support for math, reading</p>			
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	and science (grade 5) as estimated share of overall days/			
<b>October 1 – 31, 2022</b>	<p>hours</p> <p>General Turnaround Support</p> <ul style="list-style-type: none"> <li>• Support to Instructional Coaches</li> <li>• Support to Principals</li> <li>• Onsite content area support as estimated share of overall days/ hours</li> </ul>	<p>Quarter 1 State Progress Monitor data Reports (PMDR); District Baseline Data Analysis and overall Status of the School report to Regional Leadership</p> <p>October 2022 Monthly Status Report</p> <p>Vendor will submit documentation of deliverables with monthly invoice. Documentation to include the following:</p> <ul style="list-style-type: none"> <li>• Monthly Status Report (October 2022)</li> <li>• Professional Development Agendas</li> <li>• Training sign-in/attendance sheets</li> <li>• EO/Vendor on-site visitation log showing hours and days on site.</li> </ul>	\$21,223.67	\$21,223.67 to be invoiced no earlier than November 1, 2022.
<b>November 1 – 30, 2022</b>	<ul style="list-style-type: none"> <li>• General Turnaround Support</li> <li>• Support to Instructional Coaches</li> <li>• Support to Principals</li> <li>• Onsite content area support as estimated shared of overall days/hours</li> </ul>	<p>District bi-monthly meeting Agenda with narrative on the overall Status of the School in Essential School Systems</p> <p>November 2022 Monthly Status Report</p> <p>Vendor will submit documentation of deliverables with monthly invoice. Documentation to include the following:</p> <ul style="list-style-type: none"> <li>• Monthly Status Report (November 2022)</li> <li>• Professional Development Agendas</li> </ul>	\$21,223.67	\$21,223.67 to be invoiced no earlier than December 1, 2022.

		<ul style="list-style-type: none"> <li>• Training sign-in/attendance sheets</li> <li>• EO/Vendor on-site visitation log showing hours and days on site.</li> </ul>		
December 1 – 31, 2022	<ul style="list-style-type: none"> <li>• General Turnaround Support</li> <li>• Support to Instructional Coaches</li> <li>• Support to Principals</li> <li>• Onsite content area support as estimated share of overall days/hours</li> </ul>	<p>Mid-Year Data Analysis Report to Superintendent and Cabinet on the overall Status of the School to include student academic performance, staffing, parent and community engagement/ and other essential School systems that impact student achievement.</p> <p>December 2022 Monthly Status Report</p> <p>Vendor will submit documentation of deliverables with monthly invoice. Documentation to include the following:</p> <ul style="list-style-type: none"> <li>• Monthly Status Report (December 2022)</li> <li>• Professional Development Agendas</li> <li>• Training sign-in/attendance sheets</li> <li>• EO/Vendor on-site visitation log showing hours and days on site.</li> </ul>	\$21,223.67	\$21,223.67 to be invoiced no earlier than January 1, 2023.

<p><b>January 1 – 31, 2023</b></p>	<ul style="list-style-type: none"> <li>• General Turnaround Support</li> <li>• Support to Instructional Coaches</li> <li>• Support to Principals</li> <li>• Onsite content area support as estimated share of overall days/ hours</li> </ul>	<p>Quarter-2 State Progress Monitor data Report (PMDR); Agendas with narrative addressing professional development and/or staff trainings, student learning supports, and other instructional shifts that impact student achievement.</p> <p>January 2023 Monthly Status Report</p> <p>Vendor will submit documentation of deliverables with monthly invoice. Documentation to include the following:</p> <ul style="list-style-type: none"> <li>• Monthly Status Report (January 2023)</li> <li>• Professional Development Agendas</li> <li>• Training sign-in/attendance sheets</li> <li>• EO/Vendor on-site visitation log showing hours and days on site.</li> </ul>	<p>\$21,223.67</p>	<p>\$21,223.67 to be invoiced no earlier than February 1, 2023.</p>
<p><b>February 1 – 28, 2023</b></p>	<ul style="list-style-type: none"> <li>• General Turnaround Support</li> <li>• Support to Instructional Coaches</li> <li>• Support to Principals</li> <li>• Onsite content area support as estimated share of overall days/ hours</li> </ul>	<p>All State Required Reporting and district bi-monthly meeting on the overall Status of the School in Essential School Systems not limited but to include: School Leadership, Instruction, Assessment; Community and Family Engagement, Instructional Resources, Professional Development.</p> <p>February 2023 Monthly Status Report</p> <p>Vendor will submit documentation of deliverables with monthly</p>	<p>\$21,223.67</p>	<p>\$21,223.67 to be invoiced no earlier than March 1, 2023.</p>

		<p>invoice. Documentation to include the following:</p> <ul style="list-style-type: none"> <li>• Monthly Status Report (February 2023)</li> <li>• Professional Development Agendas</li> <li>• Training sign-in/attendance sheets</li> <li>• EO/Vendor on-site visitation log showing hours and days on site.</li> </ul>		
<b>March 1 – 31, 2023</b>	<ul style="list-style-type: none"> <li>• General Turnaround Support</li> <li>• Support to Instructional Coaches</li> <li>• Support to Principals</li> <li>• Onsite content area support as estimated share of overall days/ hours</li> </ul>	<p>All State Required Reporting and district bi-monthly meeting on the overall Status of the School in Essential School Systems</p> <p>March 2023 Monthly Status Report</p> <p>Vendor will submit documentation of deliverables with monthly invoice. Documentation to include the following:</p> <ul style="list-style-type: none"> <li>• Monthly Status Report (March 2023)</li> <li>• Professional Development Agendas</li> <li>• Training sign-in/attendance sheets</li> <li>• EO/Vendor on-site visitation log showing hours and days on site.</li> </ul>	\$21,223.67	\$21,223.67 to be invoiced no earlier than April 1, 2023.
<b>April 1 – 30, 2023</b>	<ul style="list-style-type: none"> <li>• General Turnaround Support</li> <li>• Support to Instructional Coaches</li> <li>• Support to Principals</li> </ul>	<p>Quarter-3 State Progress Monitor data Report (PMDR); Agendas with narrative addressing professional development and/or staff trainings, student learning supports, and other instructional</p>	\$21,223.67	\$21,223.67 to be invoiced no earlier than May 1, 2023.

	<ul style="list-style-type: none"> <li>Onsite content area support as estimated share of overall days/hours</li> </ul>	<p>shifts that impact student achievement.</p> <p>April 2023 Monthly Status Report</p> <p>Vendor will submit documentation of deliverables with monthly invoice. Documentation to include the following:</p> <ul style="list-style-type: none"> <li>Monthly Status Report (April 2023)</li> <li>Professional Development Agendas</li> <li>Training sign-in/attendance sheets</li> <li>EO/Vendor on-site visitation log showing hours and days on site.</li> </ul>		
<p><b>May 1 – 29, 2023</b></p>	<ul style="list-style-type: none"> <li>General Turnaround Support</li> <li>Support to Instructional Coaches</li> <li>Support to Principals</li> <li>Onsite content area support as estimated share of overall days/hours</li> </ul>	<p>All State Required Reporting and district bi-monthly meeting on the overall Status of the School in Essential School Systems</p> <p>May 2023 Monthly Status Report</p> <p>Final Status of the School Review with Recommendations presented to Superintendent of Schools and Cabinet Staff on the overall Status of all essential School systems</p> <p>Vendor will submit documentation of deliverables with monthly invoice. Documentation to include the following:</p> <p>Monthly Status Report (May 2023) to include Final Status of the School Recommendations</p>	<p>\$21,223.67</p>	<p>\$21,223.67 to be invoiced no earlier than June 1, 2023.</p>

		<p>reviewed with the Superintendent and presented to Superintendent of Schools and Cabinet Staff on the overall Status of all essential School systems</p> <ul style="list-style-type: none"> <li>• Professional Development Agendas</li> <li>• Training sign-in/attendance sheets</li> <li>• EO/Vendor on-site visitation log showing hours and days on site.</li> </ul>		
August 1, 2023	<ul style="list-style-type: none"> <li>• Performance Payment</li> </ul>	<p>Final Payment of \$142,956.00 due and payable to Contractor if the School earns a school grade of "C" or higher or that the School has improved by at least four school grade percentage points overall for the 2022-2023 school year</p>	\$142,956.00	<p>Subject to the requirements noted below*, pursuant to the requirements of Rule 6A-1.099811, F.A.C., \$142,956.00 due and payable to the Contractor only if the School earns a school grade of "C" or higher for the 2022-2023 school year or the School has improved by at least four school grade percentage points overall. If the School does not earn a grade of "C" or higher or if the School has not improved by at least four school grade percentage points overall, then this final payment is not earned by the Contractor unless the contingencies noted below* are applicable.</p>
<b>TOTAL COST OF OPERATIONAL SERVICES</b>				<b>\$433,200.00</b>

\* The potential final payment to Contractor of \$142,956.00 is subject to the District's allowance of Contractor to fully implement its turnaround plan for the School. Contractor is obligated, and



understands and agrees, that it must send written notice to the District if the Contractor is unable to implement its turnaround plan based on the actions or inactions of the District. Such notice shall comply with the formalities set forth in section 21 of the Agreement and set forth with specificity the basis of the Contractor's claim, and the Contractor shall provide the District ten (10) business days to cure Contractor's claim. If the District receives notice from the Contractor pursuant to this section and fails to timely cure the Contractor's claim, then regardless of the School's grade for school year 2022 – 2023, the District shall remit the final payment to the Contractor in the amount of \$142,956.00.

Reporting Requirements – Contractor shall provide monthly reports of progress to the District's Leadership Team and/or School Board as set forth in this Agreement. The Leadership Team shall include at a minimum, the Superintendent, Deputy Superintendent, Chief of Schools, Assistant Superintendent for Human Resource Services, Assistant Superintendent for Curriculum and Instruction and other members as determined by the Superintendent.

**EXHIBIT C**

**Contractor's Personnel for the Services**

**EXHIBIT C**  
**Contractor's Personnel**

**Executive-in-Charge**

Job Description: Executive-in-Charge is responsible for supporting the on-site administrators follow all timelines in contract. Reports to district any obstructions of plan that could stop school from moving to a school grade of C or better. Invoices district according to contract and works with district turn around office in any needs that may arise. Executive-in-Charge will not be on-site, unless requested. Executive-in-Charge will work 2 days a month on management of team.

Executive-in-Charge for MGT will be Dr. Babette Moreno.

**Education Transformation Director**

Job Description: Education Transformation Director will develop turnaround plan for **Ramona Boulevard Elementary School**. The Education Transformation Director will work day-to-day with school staff to implement turnaround plan. The day to day will include classroom observations, teacher development, principal development, and curriculum training specific for each school's needs. The Education Transformation Director will communicate with the district as well as the MGT Project manager for reporting to district. Education Transformation Director will average two days per month on site.

Education Transformation Director for MGT will be Dr. Simmie Raiford.

**Content Specialists**

Job Description: Specialists in areas of ELA, Math, Science, ESE, etc., which will provide training geared toward the needs of each school. These specialists will provide training to teachers and staff that will be geared toward data driven results in each area. These specialists will review data and collaborate with the on-site administrators for trainings specific for turnaround plan of each school. Specialists will be on-site two days a month, and work on school two days off site.

Content Specialists for MGT will be Lesley Lynn (Math); Mary Figueroa (Math/Science); Jen Jones (ELA/Science); Ellen Muscato (ELA).

**Data Analyst**

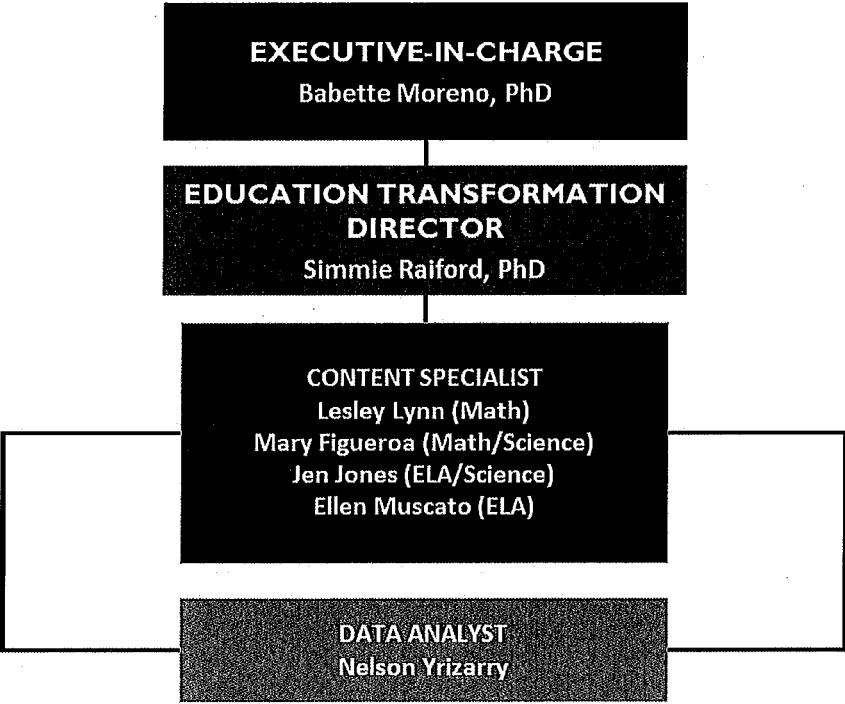
Job Description: Take school data to create useful information for Education Transformation Director for development of turnaround plan and curriculum trainings. Data Analyst will work two days a month on school data but will never be on-site.

Data Analyst for MGT will be Nelson Yrizarry.

*Following the completion of the comprehensive needs assessments of the two awarded schools, we will re-submit names and resumes with qualifications that mirror those of the previously submitted roster of service providers.*

**Organizational Chart**

Corporation Name: MGT of America Consulting, LLC.





# Babette Moreno, Ed.D.

Senior Vice President, Education Transformation

Dr. Babette Moreno is a performance driven bilingual senior leader in educational services with over 30 years of success in dynamic school reform and sales. She has worked in the State of Hawaii for over 12 years as a turnaround specialist and is known as an effective turnaround leader. She is currently serving as project director of MGT's project to provide External Operator services to Nocatee Elementary School for the DeSoto County School District and eight schools with Hillsborough County School District in Florida.



Babette is leading the team to develop a transformation plan as the External Operator for Nocatee Elementary School (FL), including mapping existing curriculum to state standards, a schedule for both coaching and professional development, and the design and development of interim assessments to individual student and class progress. As part of her work here, the teams have held community engagement sessions, in both English and Spanish, to help the community understand that MGT were there to provide the best solution to ensure their children receive a quality education. Prior to the start of school, our team also interviewed and placed a new principal and assistant principal selected for their ability and enthusiasm to lead the school in a new direction.

Babette is a team leader who creates strategic alliances with all stakeholders from initial sale to project completion to effectively align services and resources with the district/client vision and mission. Her work is data driven and she is a goal-oriented leader.

## Areas of Expertise

- ◆ Onsite coaching and training to districts and individual schools.
- ◆ Curriculum and instruction and team building.
- ◆ Mentorship and technical support in the areas of student management, curriculum and instruction, data analysis, and second and foreign language programs.

## Education

Ed.D., University of Southern California  
B.S., Elementary Education, University of Texas

## Professional Certifications

Mid-Management Administrator (grades PK-12)  
(expired 2/2017)  
Supervisor (grades PK-12) Lifetime Certificate  
Bilingual/ESL (grades 1-8) Lifetime Certificate  
Elementary Self-Contained and Spanish (grades 1-8)  
Lifetime Certificate

## Professional Work Experience

**MGT External Operator/Project Manager Nocatee Elementary School, DeSoto County Schools, Florida**

**MGT External Operator/Project Manager, Hillsborough Public Schools (James, Kimbell, Robles, Sulphur Springs, Folsom, Foster, McDonald, and Oak Park) Florida**

**MGT Lead Partner/Project Manager, Risley Academy, Pueblo City Schools, Colorado**

**MGT Lead Partner/Project Manager, North Middle School, Aurora Public Schools, Colorado**

**Owner and Lead Consultant - May 2015 to Current | Straight A Solutions LLC - Spring, Texas**

- Provide on-site coaching and training to districts and individual schools.
- Model effective and rigorous instruction strategies to attain the depth of knowledge of the standards.
- Develop structures and protocols for programs serving high need populations.
- Build local capacity to monitor and act on data.



## Babette Moreno, Ed.D.

*Senior Vice President, Education Transformation*

- Provide guidance and coaching in delivery of services to Second Language Learners

### **Regional Vice President and Consultant, July 2015 to June 2017 | Catapult Learning - Camden, New Jersey**

- Lead team of local and national coaches.
- Rebuild relationships with past clients by improving delivery of services.
- Collaborate with national team to design and support professional development locally and nationally.
- Utilize comprehensive needs assessment to evaluate school programs and teacher effectiveness.
- Develop relationships with state, complex and school leaders to ensure design and delivery of educational services exceed client expectations.
- Provide coaching and modeling to both internal team and client schools.

### **Curriculum and Instruction Officer, October 2014 to June 2015 | Spring ISD - Houston, Texas**

- Led the development, implementation and assessment of all district curriculum.
- Coordinated the creation of the district literacy plan in partnership with district, community and professional partners.
- Developed protocols and processes to deliver instruction to meet all students' needs including bilingual program model, Response to Intervention process, AP and Gifted and Talented support.
- Provided leadership oversight to Performing and Visual Arts and Athletics departments.
- Collaborated with Work Force development to design and support professional development.

### **Senior Vice President, June 2005 to October 2014 | Catapult Learning (Formally EdisonLearning) - Honolulu, Hawaii**

- Led the development, implementation, support and maintenance of services to improve delivery of standards-based curriculum and assessment programs across the state of Hawaii.
- Established and trained local team in providing on-site coaching and feedback cycle to principals and teachers.
- Developed teacher leaders as instructional leaders resulting in their movement into administrative positions.
- Created, implemented and monitored regional support plans focused on key levers to move schools using data to drive decision making.
- Directly supervised senior team leaders in the design, implementation and monitoring of school services.
- Managed a yearly operating budget of over seven million dollars consistently exceeding budget expectations.

### **Vice President and National Curriculum Director, August 1997 to June 2005 | EdisonLearning - New York, New York**

- Provided technical support to all Edison schools in the areas of student management, curriculum and instruction, data analysis, second language and foreign language programs.
- Modeled strategies to lead curriculum development and implementation for diverse school populations nationally.
- Contributed to Edison Learning program design as part of headquarters team
- Provided one-to-one leadership support to principals including creation and monitoring of professional growth plans.
- Increased student achievement in Philadelphia and Hawaii schools leading to change in NCLB status.
- Developed local support team by creating team expectations, modeling service delivery and progress monitoring.
- Created and delivered professional development sessions with coaching follow up in the areas of data analysis and monitoring, curriculum and instruction, rigor, bilingual and ELL program design.

### **Program Manager and Bilingual Teacher, October 1987 to September 1997 | Houston ISD - Houston, Texas**

- Collaborated with Johns Hopkins University to develop program implementation plan and execution of plan for English and Spanish reading programs in Houston schools.
- Served as the primary lead in supporting schools using Success for All reading program by providing professional development and coaching in English and Spanish reading strategies to individual teachers, school staff and school clusters.
- Delivered content and language instruction in English and Spanish in K-adult levels.
- Collaborated to develop programs and professional development to increase effectiveness of instruction in bilingual programs.



## Simmie A. Raiford, Ph.D.

*Vice President, Education Transformation*

Dr. Simmie Raiford has over 30 years as an educator with experience at the elementary school, district, and state level. Dr. Raiford's leadership experience includes work as a principal of a gifted magnet elementary school, and a district director of staff development. In addition, for three years, she served as a district-level instructional coach for first-year teachers. Her state level experience includes working as an educational policy analyst for the Florida Legislature.



Since 2004, her work has centered on supporting transformation efforts in schools threatened by state takeover. The focus of that work was on coaching new principals and teachers around key elements of school transformation, namely, instructional effectiveness, collaborative planning, data-driven decision making, parent and community involvement, conducting classroom observations and providing feedback, designing formative assessments, and curriculum alignment.

Dr. Raiford has served as a project director or team member on school district efficiency, management, and performance reviews throughout the country. As a consulting team member, she frequently conducts public forums and her specialty areas include professional development, staffing, human resources, educational adequacy assessments, community and parental involvement, and educational services delivery.

### Education

Ph.D, Educational Leadership, Florida State University

M.A, Educational Leadership, Jacksonville University

M.A, Elementary Education, Jacksonville University

B.S., Elementary Education, Jacksonville University

### Professional Work Experience

**Executive Director** July 2017 | **Schultz Center for Teaching and Leadership** – Jacksonville, Florida

- Lead joint school turnaround project partnership with the Florida Education Association in Putnam County (FL) Schools
- Lead seven-member team of external turnaround partners providing executive coaching and school improvement facilitation in Gary Community Schools Corporation
- Work with staff leadership to improve the quality of teaching by developing, managing and expanding educational partnerships that meet professional learning needs
- Oversee Schultz facilitator development in customized and collaborative programs to ensure that all Schultz learning programs are job-embedded, data-driven, classroom-focused and designed to promote sustained professional growth for teachers, schools and districts
- Direct all professional learning projects from design through delivery and evaluation
- Develop trainer protocols and norms to ensure Schultz contracted trainers deliver high quality professional development to Schultz clients
- Ensure Schultz is current on all state and national standards and trends in professional learning and maintain relationships with all regional education partners to ensure Schultz maintains an innovative edge

**Senior Consultant** July 2011 – June 2016 & October 2004 – June 2008 | **MGT Consulting Group** – Tampa, FL

- Served as an educational suitability assessor to evaluate the fit between educational facilities and the academic programs offered in the schools
- Assisted with the review and assessment of Requests for Proposals (RFP) to facilitate decision to bid determinations
- Assisted with the development of bid proposals in response to RFPs and prepares and delivers oral presentations in support of written proposals
- Coordinated the onsite logistical details for extended engagement projects
- Facilitated the planning and execution of large group community meetings and small focus group sessions as a part of district and state-wide school facilities assessments
- Assisted in the recruitment, selection, and training of project subcontractors
- Conducted topical research in support of both proposal development and project objectives



## Simmie A. Raiford, Ph.D.

*Vice President, Education Transformation*

### **Senior Consultant** July 2011 – June 2016 | **Cambridge Education** – Westwood, MA

- Prepared and presented marketing presentations to state department of education and school districts that resulted in \$5.4 million in annual contracts
- Recruited and trained contracted personnel to serve as executive coaches and school improvement facilitators
- Provided executive coaching of principals in chronically low-performing schools
- Assisted in the development and implementation of the schools' improvement plans
- Assisted in the evaluation of the implementation and impact of federal School Improvement Grants (SIG) in chronically low performing schools
- Conducted classroom observations and provided feedback to teachers on performance plans
- Provided professional development to address performance deficiencies identified through classroom observations and other school performance assessments
- Assisted in the screening and selection of instructional and administrative personnel
- Assisted in the revision and updating of the school district's performance appraisal system
- Participated in all state required webinars and other training events
- Provided regular progress reports to the school system and the state

### **Adjunct Professor** July 2010 – Present | **Valdosta State University** – Valdosta, GA

- Teaches an online course on action research methodologies
- Serves as research advisor for all Educational Specialist students, supervising the planning, development, and evaluation of the program capstone action research project
- Serves as research advisor on selected dissertation committees

### **Assistant Professor** July 2006 – June 2010 | **Valdosta State University** – Valdosta, GA

- Provided instruction in courses for specialist and doctoral programs in the area of educational leadership and administration, research, and instructional technology
- Served as research advisor for students completing specialist degree requirements
- Served as a Beginning Leader Support Team (BLST) performance counselor in the department's performance-based leadership specialist degree program
- Served on dissertation committees
- Served as the chairman of the College of Education's professional development committee and liaison to the field experiences committee

### **Clinical Faculty** July 2005 – June 2006 | **Florida State University** – Tallahassee, FL

- Taught courses in the foundations of public education, school finance, curriculum, educational leadership and educational management
- Created promotional materials for department's distance learning (online) Master's degree program in educational leadership, including posters, brochures, and Power Point presentations
- Updated course syllabi for adaptation to online delivery
- Maintained/updated course websites and served as student mentor for online courses
- Served as co-principal investigator on grant partnership between Florida State University and the Georgia Leadership Institute for School Improvement (GLISI)
- Co-authored textbook on school legal issues
- Served on planning committee for the National Council for Accreditation of Teacher Education (NCATE) program review
- Served on selection committees for department faculty vacancies and College of Education Dean

### **Chief Legislative Analyst** July 2004 – June 2005 | **The Council for Education Policy Research, & Improvement** – Tallahassee, FL

- Conducted research on K-12 educational policy issues and write policy objectives for Florida's Master Plan for K-20 Education
- Interviewed educational practitioners and collect data related to specific policy topics
- Convened expert panels to give testimony in public hearings before the Council's Board of Directors





## Simmie A. Raiford, Ph.D.

*Vice President, Education Transformation*

- Made presentations to the State Board of Education and other education agencies
- Coordinated projects with the Florida Department of Education, the Office of Program Policy Analysis and Government Accountability, and other educational agencies
- Provided monthly progress reports to the CEPRI Council's Board of Directors

### **School Principal – Central Riverside Elementary July 1997 – June 2000 | Duval County Public Schools–Jacksonville, FL**

- Served as instructional leader and managed the day-to-day operations of a gifted and talented magnet elementary school
- Facilitated the expansion of the magnet program, doubling student participation over a three-year period
- Administered the business and financial affairs including oversight of a \$1 million-plus budget
- Supervised the hiring, orientation and evaluation of instructional and non-instructional staff
- Established a school-community network among magnet feeder schools
- Coordinated district-wide principals' retreat
- Served as elementary principal association's liaison to superintendent's cabinet
- Served on numerous district-level committees, including calendar committee, school uniform policy committee, food services contract RFP, district magnet program marketing services RFP

### **Director for Staff Development July 1993 – June 1997 | St. Johns County Public Schools–St. Augustine, FL**

- Served as the district level coordinator for inservice education for instructional, non-instructional and administrative personnel
- Administered the Professional Orientation Program for 1st year teachers
- Wrote and served as the principal investigator on a \$250,000 federal Goals 2000 grant
- Served as the district Human Resources Management Development (HRMD) Coordinator, overseeing a successful on-site audit by state review team and revision of the district HRMD plan
- Served as the district custodian of all inservice records
- Administered the training budgets for district schools
- Administered the district's teacher recertification procedures
- Administered the Preparing New Principals Program (with a 90% placement rate of all participants into school principal positions)
- Served on the district negotiating team for both instructional and non-instructional collective bargaining units

### **Vice Principal – Crystal Springs Elementary July 1992 – June 1993 | Duval County Public Schools–Jacksonville, FL**

- Served as support administrator of an 1100-student elementary school providing support services in the areas of human resource development, school finance, and facilities management
- Supervised and evaluated instructional and non-instructional personnel
- Assisted in the development and administration of the school budget
- Coordinated all school safety-to-life drills
- Administered the school discipline plan
- Served as the LEA designee for the child study team
- Served as liaison for school business partners

### **Assistant Principal – Windy Hill Elementary July 1991 – June 1992 | Duval County Public Schools–Jacksonville, FL**

### **Primary Resource Teacher – Chimney Lakes Elementary July 1990 – June 1991 | Duval County Public Schools–Jacksonville, FL**

### **Inservice Cadre Representative July 1987 – June 1990 | Duval County Public Schools–Jacksonville, FL**

### **5<sup>th</sup> Grade Teacher–Ft. Caroline Elementary July 1983 – June 1987 | Duval County Public Schools–Jacksonville, FL**

### **Related MGT Project Work**

- Clark County School District (NV) | Performance Review of Clark County School District
- Petersburg City Schools (VA) | School Turnaround
- Richmond Public Schools (VA) | Staffing Study



## Simmie A. Raiford, Ph.D.

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*Vice President, Education Transformation*

- Compton Unified School District (CA) | Curriculum and Instruction Evaluation Hampton City Schools, VA | School Turnaround
- Indiana Department of Administration | Gary School Corporation Emergency Management Services
- Irving Independent School District (TX) | Management and Performance Review Newport News City Schools, VA | School Turnaround
- Midland Independent School District (TX) | School Quality Reviews
- Texas Legislative Budget Board (TX) | District Performance Reviews for: Houston ISD, Irving ISD, Culberson- Allamoore ISD, Navasota ISD
- Virginia Department of Planning and Budget | School Efficiency Review (for districts Alexandria City, Louisa, Petersburg City, and Rappahannock County)
- Wake County Public School System (NC) | Mathematics Curriculum Audit



# Lesley Lynn

*Content Coach Consultant, Education Solutions Group*

Ms. Lesley Lynn is an experienced educator with a demonstrated history of working in the primary education industry. She is skilled in customer service, coaching, lesson planning, educational technology, and instructional design. Ms. Lynn is a strong education professional with a Master's Degree focused in Reading Teacher Education from University of South Florida College of Education.

## **Education**

M.A., Reading Education K-12, University of South Florida

B.S., Elementary Education, Certified by the Florida Department of Education

– Elementary Education K-6

## **Certifications**

ESOL (English for Speakers of Other Languages ESOL)

## **Elementary Mathematics and Professional Development Experience**

- Developed and delivered mathematics and data modules for the Florida Department of Education's Bureau of School Improvement.
- Developed and delivered a variety of professional development trainings focused on both content and instructional strategies to highlight content and best teaching practices in the area of K-12 mathematics.
- Facilitated trainings using a variety of platforms including both face-to-face facilitation and online facilitation.
- Facilitated over 200 mathematical trainings for the School District of Hillsborough County.
- Facilitated CCRSM trainings at Elementary sites in both Brussels, Belgium, Okinawa, Japan and Baumholder, Germany.
- Developed and delivered training on NCTM's Math Teaching Practices for the School District of Hillsborough County.
- Collaborated with the Charles A. Dana Center at The University of Texas at Austin to develop an understanding of the Common Core State Standards for Mathematics.
- Participated in The Charles A. Dana Center training on the Common Core State Standards for Mathematics.
- Collaborated with the Charles A. Dana Center at The University of Texas at Austin for curriculum planning and mapping.
- Created the Scope and Sequence and Units of Study for Hillsborough County's implementation of the CCSSM Standards.
- Worked with a task force in Hillsborough County to align instruction to the CCSSM Standards.
- Worked with Juli Dixon from the University of Central Florida to make sense of the Standards for Mathematical Practice.
- Developed and delivered Deepening Understanding of the Common Core State Standards training for all instructional elementary personnel in Hillsborough County.
- Delivered the Applying the Common Core State Standards in Mathematics Training for the School District of Hillsborough County.
- 2015 Math Advisory Board for Teacher Created Materials.

## **Sample of Relevant Project Experience**

Hillsborough County Schools (FL) | External Operating Services for 8 elementary schools

## **Professional Work Experience**

### **Florida Department of Education – Bureau of School Improvement**

*School Improvement Specialist (Southwest Region of Florida) March 2018 - Present*

- Partnered with schools in the Southwest Region of Florida to improve outcomes for all students through strategic problem solving, capacity building, and the implementation of sustainable systems in the areas of: Transformational
- Leadership, Standards-Based Planning, Instruction and Learning, and Positive Culture and Environment.

### **Charles A. Dana Center (Univ. of TX - Austin) Brussels, Belgium; Okinawa, Japan; Baumholder, Germany**

*International Facilitation Fellow July 2015 – August 2017*

- Equipped teachers and leaders with new tools to support the implementation of the College and Career Readiness Standards in Mathematics.

### **School District of Hillsborough County**



Lesley Lynn

*Content Coach Consultant, Education Solutions Group*

*Title 1 Academic Mathematics Coach August 2014 – March 2018*

- Supported implementation of the MAFS Standards.
- Supported schools in prioritizing needs based upon student achievement data at individual sites.
- Provided guidance to the leadership team on setting schoolwide and individualized academic goals.
- Collaborated with leadership teams to create targeted look-fors to monitor academic goals.
- Built capacity with on-site Math Coaches to increase student achievement.
- Provided Professional Development at the school and district level.
- 2015 Math Advisory Board Participant for Teacher Created Materials.
- President of the Hillsborough County Elementary Mathematics Council.
- FCTM Member NCTM Member.

*Elementary Mathematics District Trainer October 2008 – March 2018*

- Developed and facilitated various trainings focusing on Mathematical Content and Instructional Strategies.
- 2011 Collaborated with representatives from the Dana Center to create the Scope and Sequence of the CCSSM implementation in Hillsborough County.

*Math Coach (K-5), Kimbell Elementary June 2010 – August 2014*

- Provided on-site coaching to math teachers to improve instructional strategies and content knowledge.
- Kimbell Elementary Teacher of the Year 2011-2012 Academic Year.
- President Elect of the Hillsborough County Elementary Mathematics Council.
- FCTM Member and NCTM Member.

*Fourth Grade Teacher, Foster Elementary October 2007 – June 2010*

- Foster Elementary School Teacher of the Year 2009-2010 Academic Year.
- Collaborator on Foster Writing Idol featured in Florida Department of Education's Sparkplugs 2009.
- Winner of the Rita Dugan Mathematics Award 2007-2008 School Year.



## Ellen Muscato

*Content Coach Consultant, Education Solutions Group*

Ms. Ellen Muscato is a School Improvement /Literacy/ Professional Learning Leader with over 35 years of experience. She is a passionate developer, supporting others to discover ways to utilize talents, reach full potential and experience. She specializes as an educational designer and facilitator of professional learning, as well as instructional coaching/support for district leadership, school systems, school principals and teachers; Her expertise in Literacy Leadership includes Instructional and strategic planning achiever who builds capacity and expertise while building bridges within systems; expertise in serving, developing and motivating leaders through trusting relationships, high credibility, and attention to unique characteristics of adult learners; and strengthening strategic planning through data analysis and customizing solutions leading to student achievement and aligning data with a focus on equity. Ms. Muscato's expertise in equitable literacy instruction and systems spans from ECE to 12th grade levels, giving her vast breadth of experience.

### Education

Master of Education – Elementary Education/Reading - Eastern New Mexico University

- Reading Certification (K-12)

Additional post graduate program - Educational Leadership courses – Regis University, Denver, Colorado

Bachelor of Arts - Elementary Education/Early Childhood Education/Literacy - Eastern New Mexico University

Additional university course work

- Adams State, CO
- University of Colorado
- University of Phoenix

### Certifications / Licenses / Memberships / Training

School Principal License K-12, Colorado (current)

Elementary Education License, Colorado (current)

- Reading Teacher K-12, Colorado

Certified STEP Emergenetics Associate (Trainer)

Cognitive Coaching

Adaptive Schools

Adaptive Schools Trainer of Trainers

Design Thinking

Expeditionary Learning Curriculum/Literacy

National Standards Institute

RELAY DDI and PD

Solution Tree/Marzano Assessment Practices

International Literacy Association

ASCD

Learning Forward

### Sample of Relevant Project Experience

- Hillsborough County Schools (FL) | External Operating Services for 8 elementary schools

### Professional Work Experience

**Improvement Planning and Data Specialist**

(2018 - Present)

Douglas County School District

- Support district and schools in strategic planning including Unified Improvement Plans  
Most recent focus school ended year as one of the top Colorado schools identified with highest growth within one year.
- Support school leaders in implementing and monitoring actions towards goals;
- Provide coaching and professional learning at district, school and teacher levels;
- District Strategic Plan Team: Development of district strategic plan
- District PLC Initiative Planning Team – collaboratively develop and initiate Professional Learning Community framework and actions for implementing initiative



## Ellen Muscato

*Content Coach Consultant, Education Solutions Group*

- Literacy Team: Development of district literacy framework, literacy standards implementation towards a guaranteed and viable curriculum, professional development,
- READ Act district professional development and District Co-Coordinator of READ Act, CDE District Contact for K-3 Evidence-Based Reading Training
- District Charter School Approval Request Team.

### **SchoolWorks, Colorado Department of Education**

(January, 2019 – Present)

- State Review Panelist: evaluate schools/districts on accountability watch through document reviews and site visits followed by offering recommendations with the State Board of Education.

### **Affiliate Faculty, Regis University, Denver, Co.**

(2010 – Present)

- Instructor in the College of Professional Studies, Reading Master Degree candidates, Reading Specialist Certification; Classroom and online deliveries;
- Instructor in the Educational Leadership program, Principles of Adult Learning and Facilitation courses;
- Instructor (Literacy) for Alternative Licensure K-12 program, Archdiocese of Denver.

### **Regional Instructional Leader with Instructional Superintendent**

Denver Public School District

(July, 2016 – October, 2018)

- Support the Instructional Superintendent leading 13-18 schools (ECE- 8th grade, 11,000 students/5,500 ELL students in ECE-3rd) in instructional improvement to increase student achievement, strategic school planning and monitoring of progress towards goals through data analysis and development of support needed to reach goals
- Develop and implement overall professional learning building leadership capacity and teacher instructional improvement
  - Co-create, lead network/region wide principal/assistant principal monthly whole group sessions, monthly learning cohorts, daily customized in building learning and coaching support
  - Create, lead monthly network/region wide cohort of Early Literacy Specialists, Team Leaders (approximately 80 teacher leaders) and weekly customized support
  - Create, lead cross department, Network wide professional learning for teachers (approximately 200 teachers) by grade level
- Individualize specific work with school leaders, leadership teams, and district staff to utilize data to inform instructional decisions at the network and school level. Support analysis and goal setting around the School Performance Framework (SPF);
- Promote school improvement by supporting schools and building capacity within leadership teams with the creation, implementation and monitoring of the Unified Improvement Plan;
- Assist Instructional Superintendent, principals and teacher leaders in monitoring achievement growth at schools; analyzing assessments to inform instructional decisions;
- Facilitate 90 Day Continuous Improvement Cycles with School Leadership Teams at each school, high attention to equity and instructional practices
- Provide assistance in developing district, divisional and network policies and procedures that impact student achievement;
- Action team member on Early Literacy District Initiative, Partner with Assessment, Research and Evaluation team, Partner with READ Coordinator, Partner with Literacy Team Manager, Collaborator on Network 2020 Strategic Plan
- Identify performance gaps in schools, and work to develop and implement supportive actions to support school leaders and teachers;



## Ellen Muscato

*Content Coach Consultant, Education Solutions Group*

- Develop and lead training, provide support to build the capacity of school leaders and teacher leaders to effectively lead teams, with a primary focus on practices associated with coaching, student work analysis, observation and feedback, evaluation, and leading instructional planning through a student-centered and equity lens;
- Oversee/deploy/coach academic partners team and collaborate with district departments to ensure strong professional learning experiences for teachers and school leaders.

### **Academic Manager in Literacy, Denver Public School District (2015-2016)**

- Lead development and mentoring of district Literacy Coaches' by enhancing skills in coaching, facilitation, learning/applying adult learner theories;
- Guide district staff and leadership in developing optimum instructional experiences for students informed by data and utilizing highly effective practices, structures and systems;
- Create and provide professional learning/development in differentiated manners including mentoring, coaching, facilitating data teams, leading courses, connecting schools to the larger district systems, developing new teacher support within literacy;
- Provide professional learning in Early Literacy Foundational skills with follow up coaching

### **District Level Coordinator of Professional Development, Douglas County School District (2014-2015)**

- Support schools with creating and implementing school wide professional development plans based on the district's strategic plan, data, and school goals.
- Literacy Lead: Develop and sustain district wide professional learning in literacy and in best instructional practices within all content areas and levels. Create and train reading cohort of highly skilled instructors to lead professional development evening courses.
- Support and monitor the work of schools' instructional coaches and mentors;
- Lead role in mentoring/coaching Year 2 and 3 school coaches district wide;
- Create and facilitate district courses for staff and school leaders.

### **Professional Learning Specialist/Coach/Mentor, Douglas County School District (2004- 2014)**

#### *School Level:*

- Opened school as Instructional and Cultural Leader: Leader in hiring process of initial core team, planned and facilitated year long core team meetings, facilitated development of mission/vision/strategic school plan, curriculum decisions, personnel areas, structures/systems/scheduling, creating sense of community during Planning Year and Years 1-3 of school.
- Provided differentiated professional development for 90 staff members including individual and team coaching, planning and facilitating Professional Learning Communities, mentoring probationary staff, developing and implementing peer mentors and teacher leader/coaching teams of highly skilled staff.
- Guided staff through multiple leadership changes while continuing to meet established goals maintaining a strong and positive environment.

#### *District Level:*

- Instructor for multiple district level courses for leaders and teachers
- District level Course Developer/Presenter focusing on adult learners and facilitating/teaching adults

### **Classroom Teacher, Grades PreK – 6<sup>th</sup> grades**

Douglas County School District, Co. Michigan, Kansas, Texas, New Mexico



# Mary Figueroa

*Content Coach Consultant, Education Solutions Group*

Ms. Mary Figueroa is an experienced Instructional Specialist with a demonstrated history of working in the primary education industry for nearly a decade. She is skilled in Curriculum Development, Mathematics, Instructional Coaching, Data Analysis, and Professional Development Design. As a strong education professional with a Bachelor's Degree focused in Middle Level Education, Mathematics and Social Studies Concentrations, Ms. Figueroa has excelled in team management, problem solving, and overall content design and development.

## Education

B.S., Middle Level Education with concentrations in Mathematics and Social Studies, Cleveland State University  
Cleveland, OH

## Certifications

Ohio Teaching Certificate  
Florida Teaching Certificate  
ESOL Endorsement  
Instructional Coach

## Sample of Relevant Project Experience

Hillsborough County Schools (FL) | External Operating Services for 8 elementary schools

## Professional Work Experience

### Instructional Coach, Mathematics

Spring Lake Elementary/ Seminole County Public Schools 2018-Present

- Proficient in research-based high-impact educational strategies
  - Work closely with Learning Sciences International (LSI) for instructional staff development
- Design and implement professional development opportunities based on analysis of student data and school initiatives in whole group, small group, and one-on-one settings
- Lead weekly data chats focused on student evidence and develop plans for next steps for instruction
- Assist teacher teams in creating and implementing rigorous, standards-based lessons and tasks for in-person and e-learning
- Create templates for effective planning and data analysis
- Engage in coaching cycles with individual teachers with a focus on school wide initiatives and personal areas for growth
- Attend school-wide trend identification walks with administration to determine areas of need and to monitor implementation of school wide initiatives
- Facilitate grade level data meetings regarding students in need of multi-tiered levels of support in accordance with district policy

### Math Academic Coach

Imagine Bella Academy of Excellence June 2017-June 2018

- Model best practices during whole group, small group and one-on-one settings
- Collaborate with teachers to structure lessons designed to enhance instructional delivery in the classroom
- Plan for daily teacher professional learning communities
- Train, plan, and assist with implementations of new programs
- Interpret data to determine and provide teachers with instructional support
- Lead and implement grade level lesson studies
- Guide teachers in analyzing data to develop high quality mathematics lessons
- Manage teacher performance via learning management system
- Coordinate and organize community and family involvement nights, events, and student field trips

### Professional Teacher Trainer

TIES ACE October 2016-Present

- Collaborate to create an online learning portal for teaching best practices in the classroom to international teachers (Responsible for STEM module)





## Mary Figueroa

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*Content Coach Consultant, Education Solutions Group*

- Facilitated virtual practice interview with international teacher candidates; Provide verbal and written feedback for candidates
- Experienced in use of Webex platform for virtual sessions
- Support teachers in problem solving strategies for best supporting students
- Design and deliver professional development on classroom management and best practices

### **Intermediate Mathematics Teacher**

Imagine Bella Academy of Excellence

June 2014-June 2017

- Develop differentiated mathematics lessons aligned to State Standards
- Experienced in building learning communities through team building activities
- Collect and analyze formative, summative, STAR, and state assessment
- Utilize data in decision-making and assessment development
- Enhance instruction through the use of technology



# Jennifer Jones

*Senior Consultant Content Coach, Education Solutions Group*

Ms. Jennifer Jones is a highly effective senior consultant and coach with 23 years of experience in coaching development, change management, training and assessing custom course pedagogy for a diverse population. She is a detail oriented coach, aligning professional growth with stakeholders' needs to effectively impact overall performance goals. As a skilled communicator, strategic think-partner and creative problem solver, her results allow clients to reach their full potential. She is a passionate consultant providing growth and improvement strategies leading to achievement results for clients with diverse educational, language, economic, and social needs. Additionally, Ms. Jones is a trained adult learning specialist including Cognitive Coaching, Professional Learning Communities, and Feedback Loops. As a trusted collaborator, she forms meaningful relationships and establishes rapport with stakeholders. Ms. Jones remains a committed scholar, as exhibited by continued professional growth, achievement of formal educational goals, continuing education in culturally responsive teaching practices, and certifications.

## Education

- M.A., Administrative Leadership, University of Denver
  - Administrative Licensure- Elementary Education
- B.A., Liberal Studies, San Diego State University
  - Minor in Foreign Languages - Spanish

## Professional Affiliations

- Facilitative Leadership
- Adaptive Schools
- Learning Forward
- Instructional Coaching Association

## Sample of Relevant Project Experience

- Aurora Public Schools (CO) | School Turnaround for 1 middle school
- DeSoto County School District (FL) | School Turnaround for 1 elementary school

## Professional Work Experience

### Staff Developer/ Senior Team Lead

**2011- Present**

- Partner with senior leadership teams across multiple regions to design, plan, and implement short cycles of improvement, sustainable systems of professional development, client productivity, and high leverage results on School Improvement Plans
- Work with clients to develop an overall change management strategy including actionable and targeted plans for communications, stakeholder management, training and project management.
- Consult and coach a variety of stakeholders on effective teaching methodologies
- Train staff on ethical assessment practices, scoring assessment calibration exercises, and assessment analysis as the Site Assessment Leader
- Lead bi-weekly data driven meetings to progress monitor growth toward achievement goals
- Create video training walkthrough guidelines for participants using technology to help facilitate learning from in-person to virtual platforms.

### Key Accomplishments:

- Developed custom curriculum, trained and coached 8 schools across a region for effective implementation
- Coached 400+ teachers and instructional leaders using metacognitive, and self-actualization strategies in order to plan, reflect, and problem solve leading to increased productivity.

### Principal Intern, Lowry Elementary

**2010-2011**

- Compose organizational diagnosis of school culture, and performance data, staff readiness for change to provide effective instructional leadership based on school need.
- Collaborate with School Leadership Team to plan and facilitate differentiated professional development aligned with Unified Improvement Plan
- Facilitate implementation of backward design planning, standards-based instruction and LEAP framework to raise student achievement.



## Jennifer Jones

*Senior Consultant Content Coach, Education Solutions Group*

- Collaborate with classroom teachers to develop intervention strategies for students with academic and/or behavioral challenges
- Implement data-driven interventions with small groups of students as a model for teachers

**Key Accomplishments:**

- Began collaborative efforts with multiple stakeholders to create a program focused on increasing parental engagement for title 1 schools.
- Led critical conversations and trainings on culturally responsive teaching strategies
- Increased effectiveness of food security program by 25% using outreach and hands-on approaches
- Wrote and secured a literacy grant for 200,000 dollars

**Instructional Specialist**

**2002- 2010**

- Improve student achievement and teacher performance by ongoing professional development of principals and staff using coaching cycles, learning labs, and data driven conversations
- Develop Teacher Leadership Groups to increase content knowledge
- Guide teachers in standards-based teaching methods, technical resources, and strategies that support the school improvement plan
- Collaborate with the "Title Seven" organization to close the opportunity gap for second language learners
- Plan and differentiate standards-based instruction and interventions targeting the linguistic, educational and emotional needs of a culturally diverse classroom
- Conduct home visits to establish mutual respect and trust with students and families
- Provide after-school Oral Language Development classes for students and families
- Serve as the lab teacher for PEBC (Public Education Business Coalition) staff development
- Model literacy lessons for colleagues across the region
- Engage struggling readers through intrinsic motivation and shared learning goals resulting in students successfully meeting grade level standards

**Key Accomplishments:**

- Led Instructional Rounds for 10 supervisors across a district resulting in increased school performance
- Increased reading achievement in 5 schools by designing and implementing Professional Learning Communities



# Nelson Yrizarry

*Senior Consultant, Education Solutions Group*

Mr. Nelson Yrizarry is a seasoned professional with experience in management, technology, operations, and end-user support. With a keen interest in workflow analysis, he couples his many years of business experience with a solid understanding of best practices to realize improved efficiencies for organizations. He works to design and implement approaches that fulfill both customer needs and business goals.

## Areas of Expertise

- ♦ Project management
- ♦ Strategic planning
- ♦ Logistics and procurement
- ♦ Team leadership

## Education

BA – Business Management, Organizational Behavior and Labor Relations, University of Notre Dame

## Sample of Relevant Project Experience

### PK12

Aurora Public Schools (CO) | School Turnaround for 1 middle school

DeSoto County School District (FL) | School Turnaround for 1 elementary school

Hawaii Department of Education | School Turnaround Services

Hillsborough County Schools (FL) | External Operating Services for 8 elementary schools

Kent School District (WA) | Enrollment Projections

Manchester School District (NH) | Facilities Master Plan

Pueblo City Public Schools (CO) | School Turnaround for 1 middle school

### Human Capital

Colorado School of Mines (CO) | Classification and Compensation Study

Sault Tribe (MI) | Classification and Compensation Study

### State Government

Oregon Health Insurance Marketplace (OR) | Demographics Study

Florida Legislature OPPAGA (FL) | Staffing and Efficiency Study

## Professional Work Experience

MGT of America Consulting, LLC, Consultant, July 2020-Present

Catapult Learning LLC. | Honolulu, HI 2006 – 2017

Client Operations & Technology Manager – Hawaii Alliance

Provided operations management and technical support for staff of 25+ people. Worked with corporate IT project team to implement educational system solutions at 50+ public schools throughout Hawaii. Supported clients in use of custom designed assessment systems. Analyzed performance metrics and reported results to customers on student achievement. Provided procurement, support, and maintenance services for regional operations, as well as team scheduling and management reporting. Recovered over \$750K in overdue client revenue.

Siemens Business Services Inc. | Honolulu, HI 1996 – 2006

Desktop Services Supervisor. Managed desktop support services team for enterprise business contract. Provided consultation services for the support, installation, and maintenance of standardized Desktop and LAN/WAN OS and hardware configurations of PCs and associated devices. Implemented and successfully managed large-scale projects with teams of up to 40 technicians. Installed, configured, and supported hardware and software. Provided services for hardware provisioning, installation, support, and maintenance. Managed local IT help desk with a staff of 12.

EXHIBIT "D"

Memorandum of Understanding  
Turnaround Schools  
Professional Development, Teacher Attendance,  
Standards Focus Boards, and Lesson Plans

This memorandum of understanding dated, 5/3 2019 is intended to memorialize the agreement between the Duval County School Board and Duval Teachers United (DTU) with regard to additional support for select schools. The parties agree as follows:

**Whereas**, Florida Statute 1008.33 established the differentiated accountability system of state support for school improvement, in which graded, non-charter schools and their districts are identified for escalating interventions, support and monitoring based on their school grade history; and

**Whereas**, DTU is the exclusive bargaining agent for instructional personnel assigned to district schools; and

**Whereas** the district and DTU desire to provide additional support for schools with a school grade of "D" or "F"; and

**NOW, THEREFORE**, the parties agree as follows:

**Professional Development Opportunities:** The district shall offer specific professional development for teachers and select support staff in "D" or "F" schools in areas to include, but not be limited to, Implementing Standards-Based Instruction, Adding Rigor to Classroom Instruction, Creating Positive Classroom Environments, Culturally Competent Classrooms, Analyzing Data to Drive Instruction and other content specific or pedagogical related subjects needed to improve learning outcomes for students. Professional development will be offered monthly at flexible time periods after work hours, during the week, and on the weekend to increase opportunities for attendance. Teachers who participate will be compensated a flat rate of \$24 for each hour of training attended outside the normal work hours. While teachers are encouraged to participate, failure to attend will not result in any reprisal of the employee.

**Early Return:** In order to allow instructional and administrative staff time to analyze year end data and prepare for the upcoming year, instructional personnel at "D" and "F" schools shall be provided up to (5) days of Early Return. Early Return dates will be determined by the district as soon as reasonably possible and communicated to the employees and DTU at least four weeks prior to the first early return day. Teachers will receive their hourly rate of pay for Early Return.

**Waiver of Experience Requirement:** During the 2018-2019 and 2019-2020 years, the parties agree to waive the internal minimum experience requirement to transfer into a school with a grade of "D" or "F". In order for an employee to be eligible for a transfer, he/she must submit the required transfer application forms by the annual deadline unless approved by the parties to this agreement.

**Incentives:** Instructional personnel who work at a "D" or "F" school during the 2018-2019 year and return for the 2019-2020 school year shall be eligible for a retention incentive bonus of up to \$3,000 paid in three installments during the 2019-2020 year. The incentive shall be payable to all eligible instructional personnel with an Effective or Highly Effective summative evaluation rating. Additionally, eligible instructional and administrative personnel at a TOP school that received a school grade of F in 2017-2018 that improves at the end of the 2018-2019 year to a "C" shall receive \$4,000, \$5,000 if the school grade improves to a "B" or \$6,000 if the school's grade improves to an "A". Should an eligible TOP school that received a school grade of D in 2017-2018 improve at the end of the 2018-2019 year to a "C", a performance bonus of \$3,000 will be paid to eligible instructional and administrative staff, \$4,000 if the school grade improves to a "B", and \$5,000 if the school's grade improves to an "A". Employees who transfer to another district school or department or separate from the district shall not be eligible to receive the retention or performance incentive.

Additionally, a \$2,000 recruitment incentive bonus shall be provided to current, eligible district teachers who accept a transfer to, and teach at Northwestern Middle School, Lake Forest Elementary School, Arlington Middle School, Gregory Drive Elementary School, or George Washington Carver Elementary School for the 2019-2020. Eligible teachers must have a 2018-2019 summative evaluation rating of effective or highly effective.

**Teacher Attendance Incentives:** Several recent studies show the negative impact of teacher absences on student achievement and rising substitute costs. Students learn more and perform better on tests when they consistently have the same full-time, certified teacher in their classrooms. In the 2016-2017 school year, the Turnaround Schools Region had 54% of teachers absent for 10 or more days. During the 2017-2018 school year, there were 45% of teachers absent for 10 or more days.

A Teacher Attendance Incentive shall be provided to current, eligible district teachers who work full time at Northwestern Middle School, Lake Forest Elementary School, Arlington Middle School, Gregory Drive Elementary School, or George Washington Carver Elementary School for the 2019-2020.

For the purposes of this agreement Temporary Duty Elsewhere (TDE), Military Duty, On the Job Injury (OJI) or Jury Duty will not count as an absence. Any other absence equal to or greater than one half day will be counted against perfect attendance. Excessive tardiness of ten or more days will count against perfect attendance.

**Perfect Attendance:** Teachers with perfect attendance during the 2019 – 2020 school year will receive a \$2,000 incentive bonus.

**Absent up to one sick day:** Teachers absent up to one day during the 2019 – 2020 school year receive a \$1,600 incentive bonus.

**Absent up to two sick days:** Teachers absent up to two sick days during the 2019 – 2020 school year will receive a \$1,200 incentive bonus.

Absent up to three sick days: Teachers absent up to three sick days during the 2019 – 2020 school year will receive a \$800 incentive bonus.

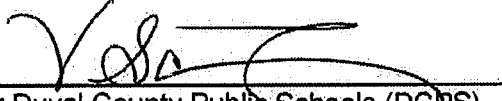
Absent up to four sick days: Teachers absent up to four sick days during the 2019 – 2020 school year will receive a \$400 incentive bonus.

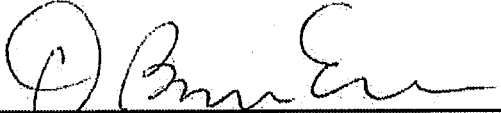
Teacher Attendance Incentives will be paid by July 1, 2020.

**Standards Focus Boards:** All core (English, Mathematics, Science, Social Studies, and Reading) classrooms at "D" and "F" schools will utilize a Standards Focus Board. The structured board is aligned to standards for the purpose of helping students understand what is expected of them and what they are learning. The Standards Focus Board must include the Date/Topic, Standard, Learning Goal, Essential Question, and Check for Understanding.

**Standards Based Lesson Plans:** All core classroom teachers at "D" and "F" schools will have daily standards based lesson plans. Good planning allows for more effective teaching and learning based on grade level standards. Lesson plans must include Date, Unit, Lesson Title, Standard, Lesson Objectives, Instructional Materials/Resources, Methods and Instructional Strategies: Anticipated Student Misconceptions, Concept Prerequisites, Introduction, Instructional Tasks/Activities, Wrap Up – Synthesis/Closure, Differentiation According to Student Needs, Assessment (Formative and Summative).

This MOU will be reviewed annually by the parties and shall expire September 30, 2020.

Signature  Date 5/3/19  
For Duval County Public Schools (DCPS)

Signature  Date 5/3/19  
For Duval Teachers United (DTU)

**EXHIBIT E**

**Federal Forms**



**EXHIBIT "E"**

**FEDERAL REGULATORY COMPLIANCE STATEMENT**


The purpose of this document is to assure compliance by the Contractor (*defined as any individual or company who agrees to provide materials or services at a specified price*) to those certain clauses, provisions and requirements as described by applicable Federal Regulations, which apply to any resulting agreement between The School Board of Duval County, Florida (the "District") and the Contractor. By signature, the individual executing this statement attests that he/she possesses authority to obligate the contracting firm and agrees to comply with all clauses, provisions and requirements as described below throughout the term of the agreement.

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1. The Contractor agrees to allow reasonable access by the District, the Federal granting agency, the Comptroller General of the United States or any of their duly authorized representatives to the Contractor's books, documents, papers and records which are directly pertinent to the contract for the purpose of making audit, examination, excerpts and transcriptions.
  2. The Contractor agrees to maintain all records related to this agreement for a period of three years after the final payment for the agreement and after all other matters are closed.
  3. The Contractor affirms that it is equal opportunity and affirmative action employer and shall comply with all applicable federal, state and local laws and regulations including, but not limited to: Executive Order 11246 as amended by 11375 and 12086; 12138; 11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans with Disabilities Act; 41 CFR Part 60 and any additions or amendments thereto.
  4. The Contractor agrees to a provision for non-appropriations, whereby the contract will terminate if sufficient funds are not appropriated in any given fiscal year to allow the District to sustain the cost (if applicable).
  5. The Contractor agrees to properly complete and submit to the District a federal debarment certification form for each renewal year of the Contract, if renewals apply.
  6. The Contractor agrees to properly complete and submit to the District a non-collusion affidavit
  7. The Contractor agrees to properly complete and submit to the District a federal drug free workplace certification form.
  8. The Contractor agrees the District may terminate the contract at any time for any reason. If terminated for cause, the Contractor agrees the District may seek remedies for damages, if applicable.
  9. The Contractor agrees to comply with all applicable environmental standards, orders or requirements.

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CONTRACTOR: MGT of America Consulting, LLC

PRINT NAME OF AUTHORIZED REPRESENTATIVE: Robert Holloway

SIGNATURE OF AUTHORIZED REPRESENTATIVE:  \_\_\_\_\_

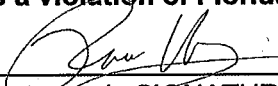
TITLE: Senior Vice President of Market Development and Chief Strategy Officer

## DRUG FREE WORKPLACE CERTIFICATION

I hereby swear or affirm that this company has established a drug-free workplace program by completing the following requirements:

- 1) Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Informed employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction
- 5) Imposed a sanction on, or required the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

**As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements. I understand that false certification of a drug-free workplace is a violation of Florida Statutes 287.087.**

  
Contractor's SIGNATURE/DATE

4/6/2022

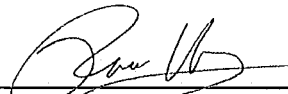
Robert Holloway, SVP of Market Development and CSO  
NAME/TITLE

MGT of America Consulting, LLC  
Name of COMPANY

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145.

1. The Contractor (or subcontractor) certifies to the best of its knowledge and belief that it and its principals:
  - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency from doing business with the Federal Government.
  - B. Have not within a three-year period preceding this contract have been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1.B. above of this certification.
  - D. Have not within a three-year period preceding this contract had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the Contractor is unable to certify to any of the statements above in this certification, such Contractor shall attach an explanation to this Certification.



4/6/2022

Contractor's SIGNATURE/DATE

Robert Holloway, SVP of Market Development and CSO  
NAME/TITLE OF AUTHORIZED REPRESENTATIVE

MGT of America Consulting, LLC  
Name of COMPANY

## INSTRUCTIONS FOR COMPLETION OF NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded utilizing federal funds.
2. This Non-Collusion Affidavit shall be executed by the member, officer, or employee of the offering firm who makes the final decision on prices and the amount(s) quoted in the proposal.
3. Proposal rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of offers are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit shall examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the respondent with responsibilities for the preparation, approval or submission of the offer.
4. In the case of an offer submitted by a joint venture, each party to the venture must be identified in the proposal documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term "complementary offer" as used in the Affidavit has the meaning commonly associated with that term in the solicitation process, and includes the knowing submission of offers higher than the offer of another firm, an intentionally high or noncompetitive offer, and any other form of an offer submitted for the purpose of giving a false appearance of competition.
6. Failure to file a completed Affidavit in compliance with these instructions will result in disqualification of the offer.

**NON-COLLUSION AFFIDAVIT**

**State of FLORIDA**

**County of Hillsborough**

I state that I am the SVP and CSO of MGT of America Consulting, LLC, a Florida LLC, and I am authorized to execute this affidavit on behalf of my firm, its owners, directors, and officers. I am the person responsible in my firm for the price(s), guarantees and the total financial commitment represented in the firm's offer.

I hereby attest that:

- (1) The price(s) and amount(s) in the offer have been arrived at independently and without consultation, communication or agreement with any other contractor, respondent, or potential respondent.
- (2) Neither the price(s) nor the amount(s) of the offer, and neither the approximate price(s) nor approximate amount(s) of the offer, have been disclosed to any other firm or person who is a respondent or potential respondent, nor were they disclosed prior to opening of offers.
- (3) The offer from my firm is made in good faith and no attempt has been made to induce any firm or person to refrain from submitting an offer, or to submit an offer higher than our offer, or to submit any intentionally high or noncompetitive offer or other form of complementary offer.
- (4) MGT of America Consulting, LLC its affiliates, subsidiaries, officers, directors, employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding, proposing or offering on any public contract, except as follows:

N/A

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I attest that MGT of America Consulting, LLC, understands and acknowledges that the above representations are material and important, and will be relied on by The School Board of Duval County, Florida, in awarding the contract for which this offer is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from The School Board of Duval County, Florida, of the true facts relating to submission of offers for this contract.

  
(Signature)

4/6/2022

(Date)

## EXHIBIT "F"

### Insurance Requirements

A. Description of the CONTRACTOR Required Insurance. Without limiting any of the other obligations or liabilities of Contractor (hereinafter, the "CONTRACTOR") the CONTRACTOR shall (and shall require of its subcontractors), at the CONTRACTOR's sole expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth herein. Except as may be otherwise expressly specified in this Exhibit, the insurance shall commence at or prior to the execution of this Agreement by DCPS (herein, "DCSB") and shall be maintained in force throughout the term of this Agreement.

1. Workers' Compensation/Employers' Liability. The Workers' Compensation/Employers' Liability insurance provided by the CONTRACTOR shall conform to the requirements set forth herein.

(a) The CONTRACTOR's insurance shall cover the CONTRACTOR (and to the extent its Subcontractors and Sub-subcontractors are not otherwise insured, its Subcontractors and Sub-subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable federal or state law.

(b) The policy must be endorsed to waive the insurer's right to subrogate against DCPS, and its members, officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13) with DCPS, and its members, officials, officers and employees scheduled thereon.

(c) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation policy. The minimum amount of coverage for those coverages customarily insured under Part Two of the standard Workers' Compensation policy (inclusive of any amounts provided by an umbrella or excess policy) shall not be less than:

\$1,000,000	Each Accident
\$1,000,000	Disease - Each Employee
\$1,000,000	Disease - Policy Limit

(d) The Contractor may be excused of providing Workers' Compensation coverage so long as Contractor submits to DCPS for approval an exemption form provided by the State of Florida Division of Workers' Compensation stating the Contractor is exempt from the insurance requirement under chapter 440, Florida Statutes.

2. Commercial General Liability. The Commercial General Liability insurance provided by the CONTRACTOR shall conform to the requirements hereinafter set forth:

(a) The CONTRACTOR's insurance shall cover those sources of liability which would be covered by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO) without any restrictive endorsements other than those which are required by the State of Florida, or those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements) and those described below which would apply to the Services contemplated under this Agreement.

The coverage may not include restrictive endorsements which exclude coverage for liability arising out of: Sexual molestation, Sexual abuse or Sexual misconduct.

The coverage may include restrictive endorsements which exclude coverage for liability arising out of: Mold, fungus, or bacteria Terrorism Silica, asbestos or lead

(b) The minimum limits to be maintained by the CONTRACTOR (inclusive of any amounts provided by an umbrella or excess policy) shall not be less than:

\$1,000,000	General Aggregate
\$1,000,000	Products/Completed Operations Aggregate
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence

(c) The CONTRACTOR shall include DCSB and the DCSB's members, officials, officers and employees as "additional insureds" on the Commercial General Liability coverage. The coverage afforded such additional insureds shall be no more restrictive than that which would be afforded by adding DCSB and the DCSB's members, officials, officers and employees as additional insureds on the latest edition of the Additional Insured - Owner's, Lessees or Contractors - Scheduled Person or Organization endorsement (ISO Form CG 20 10) filed for use in the State of Florida by the Insurance Services Office.

(d) Except with respect to coverage for property damage liability, or as otherwise specifically authorized in this Agreement, the general liability coverage shall apply on a first dollar basis without application of any deductible or self-insured retention. The coverage for property damage liability shall be subject to a maximum deductible of \$1,500 per occurrence. The CONTRACTOR shall pay on behalf of DCSB or the DCSB's member, official, officer or employee any such deductible or self-insured retention applicable to a claim against DCSB or the DCSB's member, official, officer or employee for which the DCSB or the DCSB's member, official, officer or employee is insured as an additional insured.

3. Business Auto Liability. The automobile liability insurance provided by the CONTRACTOR shall conform to the requirements hereinafter set forth:

(a) The CONTRACTOR's insurance shall cover the CONTRACTOR for those sources of liability which would be covered by Section II of the latest occurrence edition of the standard Business Auto Coverage Form (ISO Form CA 00 01) as filed for use in the State of Florida by ISO without any restrictive endorsements other than those which are required by the State of Florida, or those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements). Coverage shall include all owned, non-owned and hired autos used in connection with this Agreement.

Coverage shall include all owned, non-owned and hired autos used in connection with this Agreement.

(b) The DCSB and the DCSB's members, officials, officers and employees shall be included as "additional insureds" in a manner no more restrictive than that which would be afforded by designating the DCSB and the DCSB's members, officials, officers and employees as additional insureds on the latest edition of the ISO Designated Insured (ISO Form CA 20 48) endorsement.

(c) The minimum limits to be maintained by the CONTRACTOR (inclusive of any amounts provided by an umbrella or excess policy) shall not be less than:  
\$1,000,000 Each Occurrence - Bodily Injury and Property Damage Combined

B. Evidence of Insurance. Except as may be otherwise expressly specified in this Exhibit, the insurance shall commence at or prior to the execution of this Agreement by DCSB and shall be maintained in force throughout the term of this Agreement. The CONTRACTOR shall provide evidence of such insurance in the following manner:

1. As evidence of compliance with the required Workers' Compensation/Employer's Liability, Commercial General Liability, Business Auto Liability, and Professional Liability, the CONTRACTOR shall furnish DCSB with a fully completed satisfactory Certificate of Insurance such as a standard ACORD Certificate of Liability Insurance (ACORD Form 25) or other evidence satisfactory to DCSB, signed by an authorized representative of the insurer(s) providing the coverage. The Certificate of Insurance, or other evidence, shall verify that Workers' Compensation/Employer's Liability contains a waiver of subrogation in favor of DCSB, identify this Agreement, and provide that DCSB shall be given no less than thirty (30) days' written notice prior to cancellation.

2. As evidence of the required Additional Insured status for DCSB on the Commercial General Liability insurance, the CONTRACTOR shall furnish DCSB with:

(a) a fully completed satisfactory Certificate of Insurance, and a copy of the actual additional insured endorsement as issued on the policy, signed by an authorized representative of the insurer(s) verifying inclusion of DCSB and the DCSB's members, officials, officers and employees as Additional Insureds in the Commercial General Liability coverage; or

(b) the original of the policy(ies).

3. Until such time as the insurance is no longer required to be maintained by the CONTRACTOR as set forth in this Agreement, the CONTRACTOR shall provide DCSB with renewal or replacement evidence of the insurance in the manner heretofore described no less than thirty (30) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

4. Notwithstanding the prior submission of a Certificate of Insurance, copy of endorsement, or other evidence initially acceptable to DCSB, if requested by DCSB, the CONTRACTOR shall, within thirty (30) days after receipt of a written request from DCSB, provide DCSB with a certified copy or certified copies of the policy or policies providing the coverage required by this Section. The CONTRACTOR may redact or omit, or cause to be redacted or



omitted, those provisions of the policy or policies which are not relevant to the insurance required under this Agreement.

C. Qualification of the CONTRACTOR's Insurers

1. Insurers providing the insurance required by this Agreement for the CONTRACTORS must either be: (1) authorized by a subsisting certificate of authority issued by the State of Florida to transact insurance in the State of Florida, or (2) except with respect to coverage for the liability imposed by the Florida Workers' Compensation Act, an eligible surplus lines insurer under Florida Statutes.

2. In addition, each such insurer shall have and maintain throughout the period for which coverage is required, a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A. M. Best Company.

3. If, during the period when an insurer is providing the insurance required by this Agreement, an insurer shall fail to comply with the foregoing minimum requirements, as soon as the CONTRACTOR has knowledge of any such failure, the CONTRACTOR shall immediately notify DCSB and immediately replace the insurance provided by the insurer with an insurer meeting these requirements. Until the CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to DCSB, the CONTRACTOR shall be in default of this Agreement.

D. The CONTRACTOR's Insurance Primary and Non-Contributory. The insurance provided by the CONTRACTOR pursuant to this Agreement shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by DCSB or the DCSB's member, official, officer or employee.

E. The CONTRACTOR's Insurance As Additional Remedy. Compliance with the insurance requirements of this Agreement shall not limit the liability of the CONTRACTOR, or its Subcontractors or Sub-subcontractors, employees or agents to DCSB or others. Any remedy provided to DCSB or the DCSB's members, officials, officers or employees by the insurance shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise.

F. No Waiver by DCSB Approval/Disapproval. Neither approval by DCSB nor failure to disapprove the insurance furnished by the CONTRACTOR shall relieve the CONTRACTOR of the CONTRACTOR's full responsibility to provide the insurance as required by this Agreement.