

Agreement for Educational Management Services

This Agreement is dated May 1, 2022 (the "**Effective Date**") and is by and between Turnaround Solutions, Inc., a Florida corporation (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 Susie Tolbert Elementary School #128, 1925 West 13th Street, Jacksonville, Florida 32209 (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 Six Hundred Thousand and 00/100 Dollars (\$ 600,000.00). 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:

Turnaround Solutions, Inc.
4600 Touchton Road East
Building 100, Suite 150
Jacksonville, Florida 32246
Phone: () -
Attn: President

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 or 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

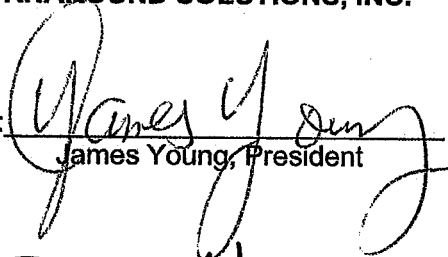
modification or waiver of this Agreement will be binding unless executed in writing by the parties to be bound thereby.


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.

TURNAROUND SOLUTIONS, INC.

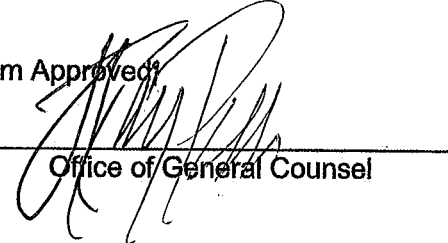
By: 
James Young, President

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



FLORIDA DEPARTMENT OF
EDUCATION
fldoc.org



TOP-1



Turnaround Option Plan—Step 1(TOP-1)

3-Options

1. Closure
2. Charter
3. External Operator

Duval County Public Schools
Susie E. Tolbert 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, 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.

School Name/ MSID Number
Susie E. Tolbert Elementary School/MSID # 161281

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

Parents/Guardian

Felicia Bridgewater
Charlsetta Hierrezuelo
Michael Willis
John-Curtis Cogdell, Sr,
Latasha Vicars

Community Stakeholder

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. Susie E. Tolbert Elementary School's data was reviewed to identify root causes of any identifiable 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:

During the 2018-2019 school year, Susie E. Tolbert experienced a decrease in 5 of the 7 areas measured in the school grade components. The decrease in performance was due in part to an inconsistency in effective implementation of standards based instructional practices in all classrooms, increased teacher turnover, excessive student absences as well as an increase in student disciplinary infractions which further exacerbated attendance challenges. The school demonstrated a loss in overall proficiency in ELA, with a decrease of 3%, a loss in ELA Learning Gains of 2%, and an even greater loss in ELA lowest 25th Percentile with a drop from 46% to only 37% demonstrating learning gains. The school's greatest cause of low performance was a demonstrated challenge with addressing student gaps in foundational reading skills and the necessary research-based strategies to support and extend student remediation in those essential components of reading.

Other information:

In 2016, the student population was comprised from 3 surrounding, high-poverty residential neighborhoods. This resulting shift in the school focus and services created some barriers that impacted overall school climate, community and family relationships, as well as the overall academic achievement at the school. Furthermore, the review team's analysis suggested that the increase in adverse behavioral incidents, which resulted in an increase in out of school suspensions, created a barrier within the school's instructional environment and ultimately impacted daily instruction and student learning that may be impacting the incremental increase in 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.

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

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

Through a team approach, the assessment team engaged in an Eight-Step problem solving process to review both qualitative and quantitative data. This review encompassed Florida State Assessment data, school climate survey data, and school level data collected during instructional reviews and was used to identify root causes of any potential barriers to student learning. The committee, as part of its comprehensive review, researched best practices that resulted in systemic change in similar districts in order to make informed recommendations for the selection of a new turnaround option for the school's recommended plan for improvement 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.

State FSA Historical 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%

Duval District FSA Trend Data Reviewed:

Test/Grade level	2016-17		2017-18		2018-2019	
	#	%	#	%	#	%
	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%

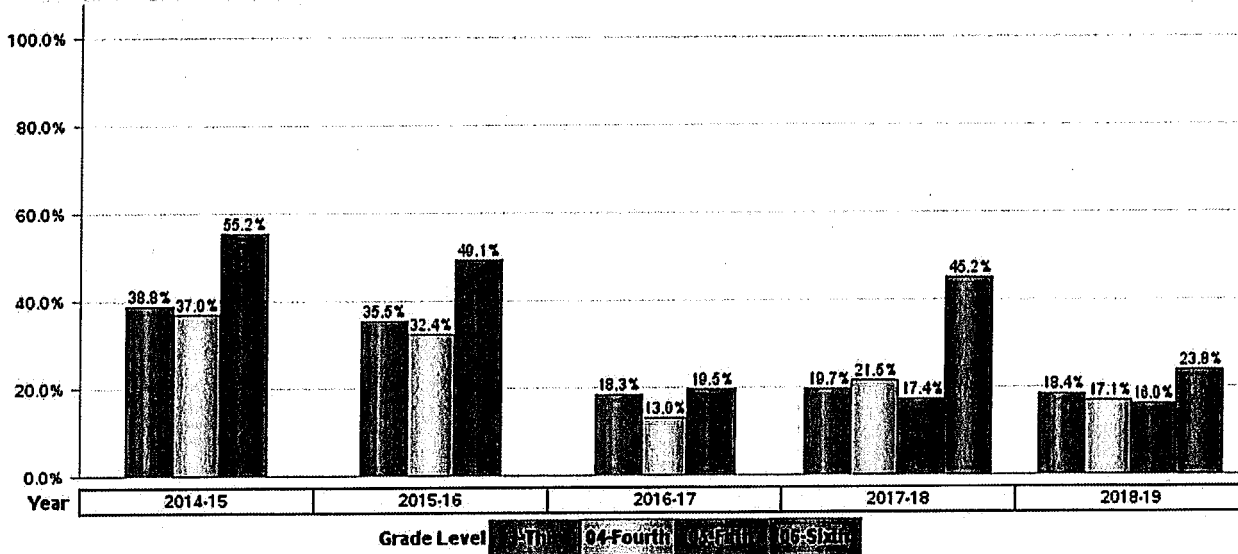
**Turnaround Option Plan—Step 1 (TOP-1)
3-Options**

Susie E. Tolbert Elementary FSA Trend Data Reviewed:

Test/Grade level	2016-17		2017-18		2018-19	
	#	%	#	%	#	%
FSA ELA						
3	142	18.3%	152	19.7%	136	18.4%
4	115	13.0%	130	21.5%	129	17.1%
5	118	19.5%	115	17.4%	125	16.0%
FSA Math						
3	136	37.5%	154	27.3%	135	29.6%
4	117	39.3%	137	26.3%	131	24.4%
5	117	36.8%	122	22.1%	128	21.9%
Science						
5	122	16.4%	119	12.6%	122	11.5%

Susie E. Tolbert Elementary - ELA

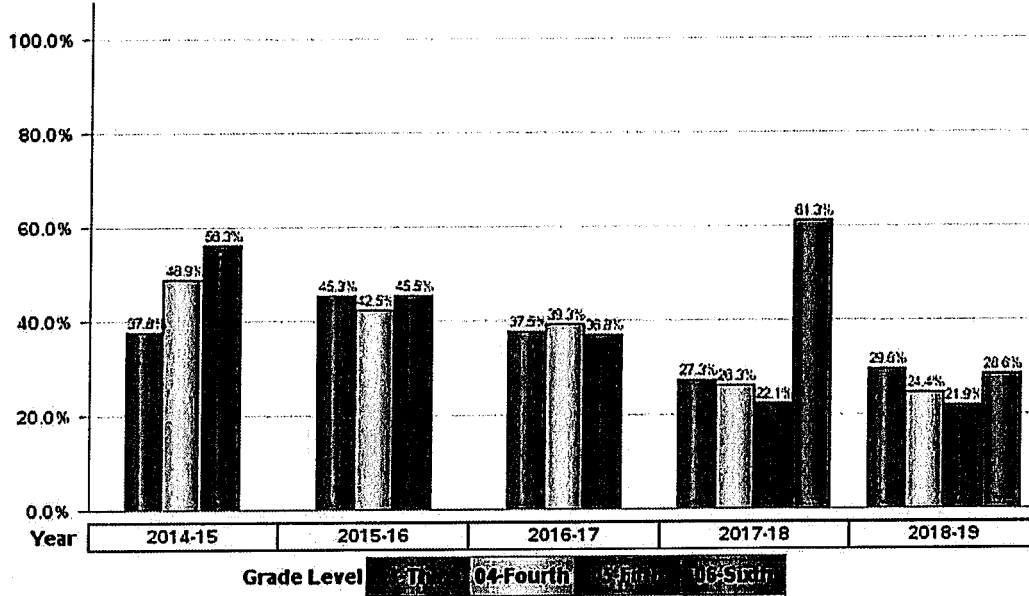
Applied filters: District equal to 16-DUVAL
% of Students (Level 3 and Above)



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

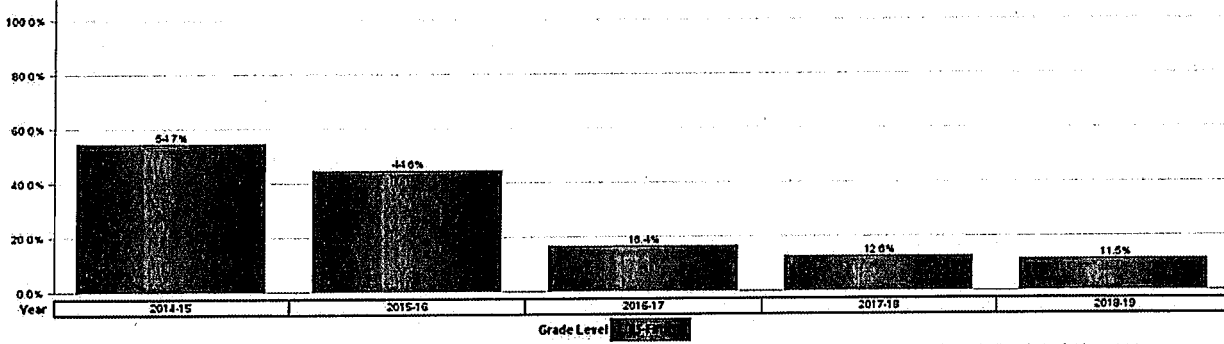
Susie E. Tolbert Elementary – Math

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



Susie E. Tolbert Elementary – Science

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 / Susie E. Tolbert Elementary School

Susie E. Tolbert Elementary School

Elementary School (K/1PK-3)
1925 West 13th Street, Jacksonville, FL 32209



5Essentials Survey Report Survey

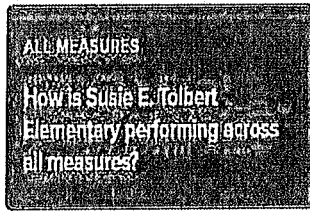
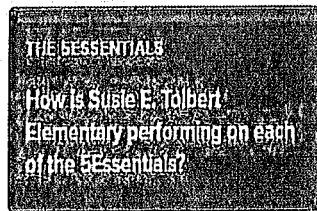


Very Strong Strong Neutral
 Weak Very Weak No Data
 Low Response/Not Applicable

For 2019, Susie E. Tolbert Elementary 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 Susie E. Tolbert Elementary School

Respondent	Response Rate	(Florida)
Students	66.3%	(70.2%)
Teachers	79.4%	(77.9%)
Parents	22.3%	(23.2%)

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

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

Although the school experienced some incremental success in its initial year under the guidance of a new school principal, historical barriers in instructional practices and climate and cultural expectations needed to be addressed in order to lay the foundation necessary to support transformational change. The current principal, who was hired in July of 2018 to lead the implementation of the identified supports for continuous improvement, is receiving additional support from a newly assign mentor principal. The mentoring principal has an extensive history of turning around the trajectory of high-poverty schools of similar demographics and academic challenges. Working collectively, the team has defined a very 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

The strategies that are currently being implemented and that will be reinforced along with the additional strategies outlined within this section have been designed to provide tools to address Susie Tolbert's current needs:

1. Duval has demonstrated successful results in increasing student achievement through the support of our district Region for Innovation & School Improvement (ISI) 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 office has been re-envisioned and includes a leadership team with proven experience in increasing student learning and school improvement and the elementary level.

Currently Susie Tolbert Elementary is under the direct supervision of the region executive director and a mentor principal who support the region for Innovation and School Improvement. Both of the school's 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 specialist, a culture & climate support team that includes a social worker, truancy officer, and a positive behavior specialist to provide attendance and full wrap around support as identified by school data.

2. The Innovation and School Improvement Region (I&SI) instructional support team includes content specific curriculum specialists in the areas of reading/language arts, mathematics, science and data analysis. Tolbert is also further supported by its on-site social worker, parent liaison, data analyst, and AVID instructional Coordinator, all provided by Schools of Hope grant funding and working collaboratively with the I&SI support team to provide strategic support that impact daily classroom instruction. This additional tier of support will allow the new leadership at Tolbert to provide an array of educationally-relevant services to students through a comprehensive wraparound service model

Standards-based instruction and learning:

The focus of the district's school-wide improvement plan for Susie Tolbert will be focused on providing targeted support to address the challenges this school faces. As noted earlier, the school has faced considerable changes housed within a highly transient community neighborhood and with a yearly shift in instructional staff,

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

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 for sustainable and transformational change.

Baseline and ongoing progress monitoring assessment data (provided by Achieve 3000, i-Ready, and Reading Mastery, Progress Monitoring Assessments 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 specialist to design and present interactive learning sessions that will dive Susie E. Tolbert's instructional staff deeper into grade level and content specific standards and instructional implications revealed through data analysis.
2. Region leadership and content area specialist 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 populations (Proficient, Approaching, Below) in increasing 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's success. Both initiatives have been designed to embed student ownership of learning supports to increases 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.

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

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 Susie Tolbert 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. Tolbert's administration will continue to closely monitor progress and reassess strategies based upon school wide data and climate survey results.
2. *Continued involvement of current student support staff:* Susie Tolbert will continue to rely heavily on the expertise of the school's executive team, on site social worker, content specific instructional coaches, as well as 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.
1. *An improved and targeted calendar of Parent Academy activities:* Tolbert's teachers, social worker, AVID Coordinator, Coaches, and guidance counselor work with their parent liaisons and community partners to offer their own onsite Parent Academy courses that address the specific needs of the school's families. The Parent Academy serves as a platform for direct contact with families, addressing the whole child. Additionally, school leadership, as part of one of the benefits of their Schools of Hope Grant award, encourages participation in the courses by offering transportation when needed for parental attendance.

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

Susie Tolbert Elementary School's needs assessment review indicated that during the 2018-2019 school year there was a demonstrated decrease in English Language Arts proficiency in grade 3 of 2%; in grade 4 of 3%; as well as 6% in grade 5, for a 3% decline in overall achievement. Tolbert did demonstrate some minor growth in grade 3 Math with a growth of 3% in overall achievement, but declined in overall Math achievement both grade 4 by 3% and in grade 5 by 4%. The school has consistently trailed far behind the district and state average's in ELA, Math, and Science, which is noted by the double digit differences in each measured grading component over the past three years. After a comprehensive review, the school's leadership feels this consistent

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

lag is due in part to student's learning loss over extended absences from daily instruction. The review committee's shared belief is that it is a result of a decrease in student engagement, inconsistent use of standards based instructional delivery, teacher turnover, and inconsistent use of data-driven lesson plan development, and the use of differentiated learning strategies. Each of the factors, incrementally breaking down a productive learning environment that ultimately resulted in the school earning only 37% of the possible points available and a school grade of "D" during the 2018-2019 school year.

What will be done differently?

For the 2019-2020 school year, Susie E. Tolbert Elementary School will continue to work under the direct guidance of the Innovation and School Improvement Region Superintendent, and support from one of the Region's lead Executive Directors. The principal will be further supported by a Mentoring Principal, who also has extensive experience with schools of similar demographics and needs.

Because of the high teacher attrition experienced previously, Tolbert is receiving an additional layer of teacher retention and recruitment efforts that the district is implementing. Tolbert is one of several sites implementing a new retired teacher mentoring program as well as a teacher attendance incentive bonus. These efforts are being incorporated to encourage consistency in staffing and to support teachers in implementing proven strategies coached and modeled by experienced retired teacher mentors. Additional targeted professional development on, standards-based instruction, effective lesson planning, student task and data analysis, will be provided by the Regional support team's content specialist. Furthermore, on-going data will be used as part of the ongoing 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 will be used at Susie Tolbert Elementary School during the 2019-2020 school year in order to prioritize resources necessary to address barriers to learning.

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

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

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.

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.

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

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:

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.

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

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 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.

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

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.

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**

Evidence that the five conditions were met:

Explain how the school will improve to a “C” or higher:

Outline proposed changes and strategies that will occur during the extended period:

Acknowledgement

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

Name and title of person responsible for completion and submission of the TOP-1
Jacqueline Kelley, Executive Director
Contact information: email, phone number
kelleyj@duvalschools.org; (904) 390-2623
Date submitted to the Bureau of School Improvement
November 1 st , 2019
Superintendent Signature (or authorized representative)

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

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.

Evidence that the five conditions were met:

Since the Fall of 2018, Rutledge H. Pearson Elementary has demonstrated a positive trajectory towards making the necessary grade of a “C” or higher for the following reasons; the school’s current progress monitoring data shows positive trajectory growth patterns in all tested grading components; and the academic leadership team has demonstrated evidence of successfully transforming underperforming schools. The District has a strong level of assurance that the increase in student learning and increased achievement occurring at Rutledge H. Pearson Elementary School will be reflected with the requirements set for in s.1008.34(3)(b), F.S. not only this Spring, but moving forward, if the school is afforded the option to extend its current turnaround plan for an additional year. In the most recent school grade, Pearson demonstrated an increase of 3% (21 points) in the measured components from the prior year.

The district further assures that they have worked collaboratively with the Bureau of School Improvement and the District’s assigned RED to ensure that Rutledge H. Pearson Elementary’ instructional personnel are within approved alignment under school improvement accountability parameters. Finally, Duval is committed to ensuring that Rutledge H. Pearson Elementary, during the remainder of the implementation of the turnaround plan if afforded, will not have any Unsatisfactory rated instructional personnel and will maintain or improve the VAM averages, as provided in Rule 6A-1.099811(15)(a)4.

Explain how the school will improve to a “C” or higher:

Rutledge H. Pearson has started this school year with a strong plan to improve to a “C” potentially a “B.” The academic strategies Rutledge H. Pearson are currently implementing are not only to ensure academic success this year, but to create a foundation for systemic and sustainable change that will impact future cohorts of teachers and students for years to come. To further enhance the school’s district turnaround plan, Carolyn Davis, as the Master Principal for Rutledge Pearson, the school’s two (2) Assistant Principal, and the school’s academic support team leads have designed and embedded very targeted researched-based strategies to specifically address the measured component areas in ELA and Science. The following strategies were identified to address specific gaps noted during the comprehensive planning for school-wide improvement and are currently monitored and adjusted as necessary for ensuring the school earns or exceeds its targeted goal of earning a grade of “C” or higher at the end of the 2019-2020 school year.

1. Standards Based Planning, Instruction, and Professional Development –

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

To ensure that daily instruction is aligned with the Florida Standards, instructional coaches and the academic leadership team will monitor and support teacher's instructional planning by: taking grade level team teachers through deep dive learning sessions, reviewing test item specifications and reviewing Achievement Level Descriptors (ALDs) during weekly common planning.

2. Additionally, understanding that many of the students at Pearson are below grade level, the need to still expose students to grade level text and standards is imperative. Therefore, teachers will participate in professional learning sessions that allow them to reflect on the importance of teaching on-grade level standards while providing students with strategies and gradual support for bridging the achievement gap.

3. Implementation of Focused Interventions:

ELA-

To assure consistent, standards and grade-level aligned instruction is occurring in all classrooms, Rutledge H. Pearson has implemented a robust portfolio of intervention supports to students with foundational skills necessary for mastering grade level standards. Some of these tools, as previously mentioned include: Corrective Reading, a powerful direct instruction remedial reading series, is being utilized to support and target an identified range of foundational reading gaps seen with many of their struggling readers; the Reading Mastery Series Edition (RMSE, with an accelerated plan) is being used to fill additional identified building-block gaps in reading.

SCIENCE-

Study Island is an online program with interactive activities used to practice standard-based instruction in science. With all of the intervention programs being used at Rutledge H. Pearson, the fidelity and tracking of these interventions is vital to student success.

Outline proposed changes and strategies that will occur during the extended period:

The students, faculty, and staff at Rutledge H. Pearson are dedicated to increasing student success. As a method for motivating students to try their absolute best, the school has begun to implement positive behavior intervention systems to supports the necessary change in the climate and culture and expectations for learning at the school. Systemic change begins with the mission and vision of the leader and the acceptance of that vision by all stakeholders. The new leadership has set a vision of excellence whereby every student must work to reach their maximum potential and with this vision in mind, the school's Master Principal and the supporting academic team, the teachers, and student's through targeted guidance and a gradual release process, a new culture for learning will be established at Rutledge H. Pearson Elementary School.

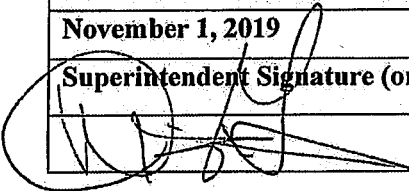
**Turnaround Option Plan—Step 1 (TOP-1)
3-Options**

As the new Master principal is training the future leaders of the school, in the form of two (2) supporting assistant principals, and through a gradual form leading to mentoring, as the systems become sustainable and student achievement is maintained beyond the school's exit from state support, the transitioning of the management will be seamless and the continuation of systems will continue to support the transformational changes implemented during improvement planning process.

The School's Master Principal, has the autonomy of identifying the readiness of supporting leadership team and plans to utilize the transition time as a professional mentoring/learning process designed to transition the change facilitation role and supporting continuation of the implementation of those systems once the academic performance and educational learning norms have been firmly established, thereby ensuring a successful school wide improvement change.

Acknowledgement

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

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




FLORIDA DEPARTMENT OF
EDUCATION
fldoe.org



TOP-2



Turnaround Option Plan—Step 2(TOP-2)

External Operator (EO)

**Duval County Public Schools
Susie E. Tolbert 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 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
Susie E. Tolbert Elementary School/MSID #161281

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 2020-2021 school year, 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 Susie E. Tolbert Elementary is MGT Consulting Group. MGT Consulting Group 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 Susie E. Tolbert Elementary. MGT Consulting Group has a robust plan for sustainability and their cost proposal is reasonable for the services needed to support Susie E. Tolbert 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 Susie E. Tolbert. 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 Susie E. Tolbert 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 Susie Tolbert 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.

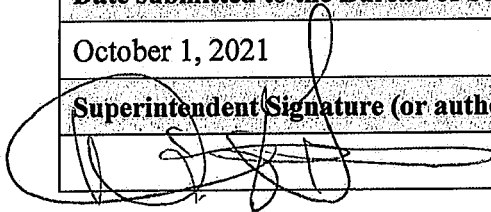
Name and title of person responsible for completing and submission of the TOP-2
Laura Bowes - Executive Director for Schools
Contact information: email, phone number
BowesL@duvalschools.org; 904-390-2505
Date submitted to the Bureau of School Improvement
October 1, 2021
Superintendent Signature (or authorized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


EXHIBIT B - TOLBERT
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

School Support	Frequency: On-Site Days
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.	

Scope of Services

Phase I Mobilization & School Needs Assessment				
Month	Description of Tasks	Deliverable	Cost	Invoicing
May 1-31, 2022	<ul style="list-style-type: none"> Conduct a comprehensive review of Academic performance data, classroom instruction, curriculum and other data necessary to identify current systems and resources in place 	<ul style="list-style-type: none"> 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. 	\$16,500.00	\$16,500.00 invoiced no earlier than May 15, 2022, for purposes of Contractor's mobilization for Phase I, and School Needs Assessment
June 1-17, 2022	<ul style="list-style-type: none"> 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. <p>The comprehensive school needs assessment will be completed with school administration and will include:</p> <ul style="list-style-type: none"> Analysis of current FSA scores correlated to assessment progress Classroom visits to assess instruction Identification of groups or areas of focus for SY2022 Identification of school strengths to use as building blocks 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.) Detailed Turnaround plan developed with school leadership 	<ul style="list-style-type: none"> 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. 	\$8,816.00	\$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>June 18-30 2022</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"> • Utilize summer months to refine current state assessment, planning and preparation for school year, to include: <ul style="list-style-type: none"> • Collaborative management of school/progress • Master Scheduling • Guide/model for providing feedback, coaching, and monitoring instruction • Create monthly calendar of leadership tasks • Provide decision making strategies and processes • Clarify leadership roles and responsibilities • Develop school communication plans • Create professional growth plans for teachers and administrators and provide support • Provide quarterly reports to DCPS Superintendent or designee to include key performance indicators with recommendations for further school improvements • Provide self-assessment and conduct workshop for Principal(s) to review and utilize results • Develop process for Principal(s) to monitor and support teachers using pacing guides and vertical alignment of standards • Initiation of all ongoing General Turnaround Support, Support to Instructional Coaches, and Support to Principals from August 2022 – April 2023 	<p>June 2022 Monthly Status Report detailing:</p> <ul style="list-style-type: none"> • Support from Turnaround Team • Support for Instructional Coaches (in Collaboration with District) • Implementation of Targeted Curriculum • Pedagogical Support • Principal Cohort Leadership Support • Meeting agendas with School's Academic Leadership Team • 2022-2023 Professional Development Plan for School leadership, teachers and other staff • Calendar of recruitment events and/or announcement flyers • Report to be shared with the Division of Schools' leadership during July's bi-monthly meeting. <p>Vendor will submit documentation of deliverables with monthly invoice. Documentation to include the following:</p> <ul style="list-style-type: none"> • Written monthly status report to include documentation of recruitment efforts, professional development plan, leadership support (principal and school instructional coaches) and communication plan. 	<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"> • Support from Turnaround Team • Support for Instructional Coaches (in Collaboration with District) • Implementation of Targeted Curriculum • Pedagogical Support • Principal Cohort Leadership Support • Meeting agendas with School's Academic Leadership Team <p>Vendor will submit documentation of deliverables with monthly invoice. Documentation to include the following:</p> <ul style="list-style-type: none"> • July Monthly Status Report (Written) 	\$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>Instructional Leadership and Staff training/Opening of School</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"> 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 	\$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"> 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. 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. 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. 5. August 2022 Monthly Status Report <p>Vendor will submit documentation of deliverables with monthly invoice. Documentation to include the following:</p> <ul style="list-style-type: none"> • August 2022 Monthly Status Report • Professional Development implementation – Sign in sheets and agendas • School log of EO/Contractor on-site visits for the month of August. 		
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**Phase III
School Year Support**

Month	Description of Task	Deliverable	Cost	Invoicing
<p>Sept. 1, 2022 – May, 2023</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"> • School leadership and teacher support • Curriculum planning • On-site professional development for school's leadership team (principal and academic coaches). <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"> • High Yield Instructional Strategies for reading math and writing. • Student Engagement • Assessing for Learning • Scaffolding Instruction to meet the students' need and reach the expectations of the standard • Other PD as needed based on data and observation. <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>

		<p>coaches, and administrators</p> <p><u>Teacher Mentorship</u> Contractor's specialists will continuously monitor and engage in reflective conversations with teachers regarding classroom management and effective instruction.</p>		
				Mobilization of Full Operations in Phase III to be invoiced as follows:
September 1-30, 2022	<p>GENERAL TURNAROUND SUPPORT:</p> <ul style="list-style-type: none"> • Ongoing collaborative management of school/progress • Classroom Observations and Walk Throughs • Collaborative Planning Meetings • Data Meetings • Job-embedded Professional Development • Novice Teacher Induction • Constructive/Crucial Conversations • Determine "look fors" during classroom walkthroughs • Develop and support the school leadership team • Utilize leadership rubric to determine current status and areas of growth • Develop and co-present parent workshops/community opportunities <p>SUPPORT TO</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"> • Monthly Status Report (September 2022) • Professional Development Agendas • Training sign-in/attendance sheets • EO/Vendor on-site visitation log showing hours and days on site. 	\$34,557.00	\$34,557.00 to be invoiced no earlier than October 1, 2022.

	<p>INSTRUCTIONAL COACHES:</p> <ul style="list-style-type: none"> • Instruction aligned to standards and scope of FSA • Collaborative meetings for planning, formative assessments, professional development • One-on-one coaching/modeling for teachers • Identify key areas of support in both ELA and Math • Provide technical assistance and coaching on Math and ELA curriculum • Provide guidance in planning and pacing instruction utilizing pacing guides and student data <p>SUPPORT TO PRINCIPALS:</p> <ul style="list-style-type: none"> • Develop leadership role through ongoing workshops each month. Sample topics include: Coaching and feedback; Managing data; Structures for teaming and collaboration • Provide onsite peer coaching and feedback sessions to principals. • Classroom culture and climate • Ensuring rigor and relevance in the classroom • Co-teaching/inclusion models <p>On-site content area support for math, reading</p>			
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	and science (grade 5) [REDACTED] days/hours.			
October 1 – 31, 2022	<ul style="list-style-type: none"> • General Turnaround Support • Support to Instructional Coaches • Support to Principals • Onsite content area support (__ hours) 	<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"> • Monthly Status Report (October 2022) • Professional Development Agendas • Training sign-in/attendance sheets • EO/Vendor on-site visitation log showing hours and days on site. 	\$34,557.00	\$34,557.00 to be invoiced no earlier than November 1, 2022.
November 1 – 30, 2022	<ul style="list-style-type: none"> • General Turnaround Support • Support to Instructional Coaches • Support to Principals • Onsite content area support (__ hours/days) 	<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"> • Monthly Status Report (November 2022) • Professional Development Agendas 	\$34,557.00	\$34,557.00 to be invoiced no earlier than December 1, 2022.

		<ul style="list-style-type: none"> • Training sign-in/attendance sheets • EO/Vendor on-site visitation log showing hours and days on site. 		
December 1 – 31, 2022	<ul style="list-style-type: none"> • General Turnaround Support • Support to Instructional Coaches • Support to Principals • Onsite content area support (__ hours/days) 	<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"> • Monthly Status Report (December 2022) • Professional Development Agendas • Training sign-in/attendance sheets • EO/Vendor on-site visitation log showing hours and days on site. 	\$34,557.00	\$34,557.00 to be invoiced no earlier than January 1, 2023.

<p>January 1 – 31, 2023</p>	<ul style="list-style-type: none"> • General Turnaround Support • Support to Instructional Coaches • Support to Principals • Onsite content area support (___ hours/days) 	<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"> • Monthly Status Report (January 2023) • Professional Development Agendas • Training sign-in/attendance sheets • EO/Vendor on-site visitation log showing hours and days on site. 	<p>\$34,557.00</p>	<p>\$34,557.00 to be invoiced no earlier than February 1, 2023.</p>
<p>February 1 – 28, 2023</p>	<ul style="list-style-type: none"> • General Turnaround Support • Support to Instructional Coaches • Support to Principals • Onsite content area support (___ hours/days) 	<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>\$34,557.00</p>	<p>\$34,557.00 to be invoiced no earlier than March 1, 2023.</p>

		<p>invoice. Documentation to include the following:</p> <ul style="list-style-type: none"> • Monthly Status Report (February 2023) • Professional Development Agendas • Training sign-in/attendance sheets • EO/Vendor on-site visitation log showing hours and days on site. 		
March 1 – 31, 2023	<ul style="list-style-type: none"> • General Turnaround Support • Support to Instructional Coaches • Support to Principals • Onsite content area support (___ hours/days) 	<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"> • Monthly Status Report (March 2023) • Professional Development Agendas • Training sign-in/attendance sheets • EO/Vendor on-site visitation log showing hours and days on site. 	\$34,557.00	\$34,557.00 to be invoiced no earlier than April 1, 2023.
April 1 – 30, 2023	<ul style="list-style-type: none"> • General Turnaround Support • Support to Instructional Coaches • Support to Principals 	<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>	\$34,557.00	\$34,557.00 to be invoiced no earlier than May 1, 2023.

	<ul style="list-style-type: none"> Onsite content area support (___ hours/days) 	<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"> Monthly Status Report (April 2023) Professional Development Agendas Training sign-in/attendance sheets EO/Vendor on-site visitation log showing hours and days on site. 		
<p>May 1 – 29, 2023</p>	<ul style="list-style-type: none"> General Turnaround Support Support to Instructional Coaches Support to Principals Onsite content area support (___ hours/days) 	<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>\$34,557.00</p>	<p>\$34,557.00 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"> • Professional Development Agendas • Training sign-in/attendance sheets • EO/Vendor on-site visitation log showing hours and days on site. 		
August 1, 2023	<ul style="list-style-type: none"> • Performance Payment 	<p>Final Payment of \$200,000.00 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>	\$200,000.00	<p>Subject to the requirements noted below*, pursuant to the requirements of Rule 6A-1.099811, F.A.C., \$200,000.00 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>
TOTAL COST OF OPERATIONAL SERVICES				\$600,000.00

* The potential final payment to Contractor of \$200,000.00 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 \$200,000.00.

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

Turnaround Solution's Personnel for Tolbert Elementary

Transformation Director

Job Description: Provides oversight of the implementation of the school's improvement plan, operation, progress monitoring, compliance with State assurances/requirements and provides leadership support.

Lead On-site Administrator for Tolbert Elementary will be James Young (33 days)

Leadership Transformation Specialist

Job Description: Provides to the school's leadership team to support curriculum and instruction, assessments, coaching to strengthen PLCs, MTSS, data Analysis, Focus walks and onsite targeted professional development.

On-site Administrator for Tolbert Elementary will be Dr. James Brown (55 days)

On-Site Content Area Support

Job Description: Specialists in areas of ELA/Reading, Math, and Science. 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. Provides leadership and teacher support in curriculum and instruction, assessment, PLC, MTSS, data analysis, and onsite targeted professional development.

Curriculum Specialists for Tolbert Elementary will be
Math – Amanda Nolte (111 days)
ELA – Sharyn Ford (111) days
Science – Mary Wright (37 days)

Contract Administrator Community/Family Engagement Specialist

Job Description: Provides leadership and teacher support in the development of and implementation of community/family engagement Strategies and events/activities

Community/Family Engagement Specialist for Tolbert Elementary – Mary Wright (10 days)

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)

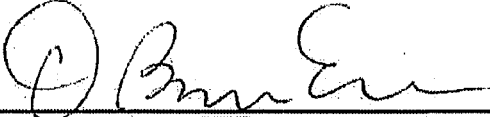
Signature  Date 5/3/19
For Duval Teachers United (DTU)

EXHIBIT E

Federal Forms

EXHIBIT "E"

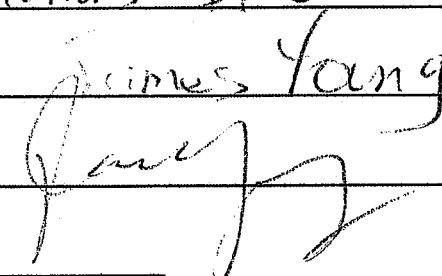
FEDERAL REGULATORY COMPLIANCE STATEMENT

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.

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.

CONTRACTOR: Turnaround Solutions Inc

PRINT NAME OF AUTHORIZED REPRESENTATIVE: James Yang

SIGNATURE OF AUTHORIZED REPRESENTATIVE: 

TITLE: President

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.

James Young 4-7-22
Contractor's SIGNATURE/DATE

James Young, President
NAME/TITLE

Turnaround Solutions Inc
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.


Contractor's SIGNATURE/DATE

James Young, President
NAME/TITLE OF AUTHORIZED REPRESENTATIVE

Turnaround Solutions Inc
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 DUVAL

I state that I am the James Young of Turnaround Solutions, a President, 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) Turnaround Solutions 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:

I attest that James Young, 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.

James Young
(Signature) 4-7-22
(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 DCSB, 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 DCSB, 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 DCSB 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.