# ADDENDUM TO APPENDIX A – CONTRACT EXTERNAL OPERATOR CONTRACT BETWEEN THE SCHOOL BOARD OF HILLSBOROUGH COUNTY, FLORIDA AND

**LEARNING SCIENCES FLEO28, LLC** 

This Addendum is hereby incorporated into the proposed agreement (Shaw Elementary School External Operator, dated 1/14/22) (the "Agreement") between The School Board of Hillsborough County, Florida, on behalf of Hillsborough County Public Schools, whose principal address is 901 E. Kennedy Boulevard, Tampa, Florida 33602, (hereinafter referred to as "HCPS") and Learning Sciences FLEO28, LLC, whose principal address is 175 Cornell Road, Suite 18, Blairsville, PA 15717 (hereinafter referred to as "Contractor" or "LSI"), collectively, the "parties" and each individually a "party." The terms and conditions contained within this Addendum shall apply. If there is any inconsistency of terms, the following shall indicate precedence, in the order given, with the first named to have highest priority: this Addendum, the Agreement, and any reference websites. Any terms and conditions of any document which are inconsistent with the terms and conditions of this Addendum shall be of no effect. This Addendum may only be altered by mutual written agreement of the parties.

### 1. TERMINATION

- 1.1 Termination without Cause. HCPS reserves the right to terminate all or part of the Agreement when doing so is in its best interest. The General Manager of Procurement Services or designee shall provide a minimum of thirty (30) days' written notice for termination, except for any agreement that HCPS deems to impair information technology security, health, life, or safety of HCPS' students, staff, or visitors. LSI shall prorate to the date of termination and refund all monies paid in advance by HCPS. Nothing herein shall give LSI the right to provide the commodities and services (the "Services") contemplated under the Agreement beyond the time when such services become unsatisfactory to HCPS. HCPS will only pay LSI for that portion of the satisfactorily provided Services at the time of termination.
- 1.2 Termination for Cause. HCPS reserves the right to terminate the Agreement in whole or in part at any time before the date of completion, in the event it is determined that LSI has failed to comply with the conditions of the Agreement. HCPS shall promptly notify LSI in writing of the determination and the reasons for the termination, together with the effective date of the termination. Payments made to LSI or recoveries by HCPS under the Agreement terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Termination for cause includes terminations under § 215.4725, Florida Statutes.
- 1.3 Non-Appropriation of Funds (Funding Clause). HCPS' payment obligations are conditioned upon the availability of funds that are appropriated or allocated for the payment of the Services. If such funds are not allocated and available, HCPS may terminate the Agreement at the end of the period for which funds are available and shall notify LSI at the earliest possible time before such termination. No penalty shall accrue to HCPS and shall not be obligated or liable for any future payments due or for any damages due to termination under this section.

### 2. INVOICING AND PAYMENT

All accounting and invoicing correspondence must reference an HCPS purchase order number. HCPS complies with the Florida Prompt Payment Act (§§ 218.70-218.80, Florida Statutes). Invoice payment is Net forty-five (45) days from the date of delivery or the receipt of a proper invoice, whichever occurs last, unless invoices specify prompt payment discounts. All payments due and not made within the time specified by this section bear interest from thirty (30) days after the due date at the rate of one (1%) percent per month on the unpaid balance. HCPS' State Sales Tax Exemption Number is 85-8012621971C-8 and the Federal Excise Tax Exemption Number is 59 72-0088 K. All invoices shall contain the purchase order number, supplier's name and phone number, quantities, item descriptions, units of measure, and addressed to Accounts Payable Department, P.O. Box 3408, Tampa, Florida, 33601-3408.

### 3. INSURANCE REQUIREMENTS

ALL POLICIES (EXCEPT WORKERS' COMPENSATION and PROFESSIONAL LIABILITY INSURANCE) WILL NAME "HILLSBOROUGH COUNTY PUBLIC SCHOOLS, 901 EAST KENNEDY BOULEVARD, TAMPA, FL 33602" AS AN ADDITIONAL INSURED AND CERTIFICATE HOLDER.

A Waiver of Subrogation in favor of HCPS and thirty (30) day notice of cancellation is required on all policies. Insurance carrier(s) must have a minimum A.M. Best Financial Rating of A-.

Certificates of insurance verifying the foregoing requirements will be provided to HCPS prior to commencement of any services under the Agreement. If a policy contains deductible provisions, Contractor will be responsible for payment of the deductible amount for any claim(s) or the pursuit of any claim(s) or asserted claim(s) against HCPS, board members, its agents, employees, or representatives.

**3.1 Workers' Compensation and Employers' Liability**. Per Chapter 440, Florida Statutes, Contractor must comply with all requirements of the State of Florida Division of Workers' Compensation. The Workers' Compensation insurance coverage (inclusive of any amount provided by an umbrella or excess policy). Coverage shall be for all its employees connected with the services of the Agreement. Unless insured by Contractor, Contractor shall require its subcontractors similarly to provide Workers' Compensation Insurance for all subcontractor employees.

IF CONTRACTOR IS REGISTERED WITH THE STATE OF FLORIDA AS A SOLE PROPRIETORSHIP, PARTNERSHIP, OR POSSESSES A STATE OF FLORIDA PROOF OF WORKERS' COMPENSATION EXEMPTION MUST REQUEST, SIGN, AND NOTARIZE AN HCPS HOLD HARMLESS FORM.

Workers Compensation Florida Statutory Coverage Employer's Liability \$100,000 Each Accident

\$500,000 Disease Policy Limit \$100,000 Each Employee/Disease

Out-of-state contractors must adhere to the Florida's workers' compensation requirements. Out-of-state contractors can secure a Florida workers' compensation insurance policy from a Florida-licensed insurance company; OR If an out-of-state contractor has a workers' compensation policy for its home state, immediately contact the insurance agent and/or the insurance company and request "Florida" be added to "Section 3.A." of the home state's policy. Refer to Administrative Rule 69L-6.019: Policies and Endorsements Covering Employees Engaged in Work in Florida. If an out-of-state contractor's home state's workers' compensation insurance policy is from a state listed at <a href="https://myfloridacfo.com/Division/wc/Employer/Out-of-State/">https://myfloridacfo.com/Division/wc/Employer/Out-of-State/</a>, the out-of-state contractor can only work in Florida for no more than 10 consecutive days, or no more than twenty-five (25) total days, during a calendar year, refer to § 440.094, Florida Statutes - Extraterritorial Reciprocity.

**3.2 Commercial/General Liability Insurance**. Contractor shall submit a certificate of insurance for contractors and subcontractors showing the coverages below.

Coverage - Occurrence Form Only	Agreement Value < \$1M	Agreement Value > \$1M
General Aggregate	\$1,000,000	\$2,000,000
Each Occurrence	\$500,000	\$1,000,000
Products/Completed Operations Aggregate	\$500,000	\$1,000,000
Personal and Advertising Injury	\$500,000	\$1,000,000
Damage to Rented Premises [Fire Legal Liability]	\$50,000	\$50,000
Medical Payments	\$5,000	\$5,000

**3.3 Auto Liability Insurance.** AUTOMOBILES THAT STAY ON PUBLIC ROADS AND PARKING LOTS ONLY NEED TO HAVE INSURANCE AS REQUIRED BY THE STATE OF FLORIDA TO OPERATE ON PUBLIC ROADWAYS.

Coverage - Occurrence Form Only	NOT Transporting Students/Employees	Transporting Students/Employees
Bodily Injury [per person/per accident]	\$500,000	\$1,000,000
Personal Injury Protection (No Fault)	\$10,000	\$10,000
Property Damage	\$500,000	\$1,000,000

Hired – Non-Owned Liability\$500,000\$1,000,000Medical Payments\$5,000\$5,000Combined Single Limit [in lieu of above split limits]\$1,000,000\$5,000,000

### 4. INDEMNIFICATION

Contractor shall indemnify, hold harmless, and defend HCPS from and against all claims, suits, actions, damages, or causes of action arising out of the negligent acts of Contractor arising out of or regarding the provisions of the Agreement.

- 4.1 Indemnification (Copyright Infringement). Contractor shall defend, indemnify, and hold HCPS 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.
- 4.2 The Patient Protection and Affordable Care Act. Contractor agrees that it will offer Minimum Essential Coverage, as that term is defined in the Patient Protection and Affordable Care Act (PPACA) and related regulations, to any agents, servants, employees, assigns, independent contractors, or anyone else retained by Contractor for the performance of Contractor's obligations under the Agreement who spends more than 30 hours per week on average performing services for HCPS. Except as expressly provided herein, Contractor agrees to assume complete responsibility and liability and indemnify HCPS for any fines, penalties, taxes, excise taxes or other amounts incurred by HCPS related to agents, servants, employees, assigns, independent contractors, or anyone else retained by Contractor for the performance of Contractor's obligations under the Agreement. This includes any fines, penalties, taxes, excise taxes, or other amounts incurred by HCPS based on Contractor's failure to comply with requirements under the PPACA including any failure to offer PPACA compliant minimum essential coverage that is affordable and provides minimum value to any agents, servants, employees, assigns, independent contractors, or anyone else retained by Contractor for the performance of Contractor's obligations under the Agreement.
- **4.3 Self-Insurance**. Contractor understands that pursuant to the authority granted by §§ 768.28 and 234.03, Florida Statutes. HCPS maintains a formal program of self-insurance for general liability, property damage, and automobile liability and workers' compensation coverages. The HCPS funded self-insurance program provides coverage of \$200,000 per person and \$300,000 each occurrence.
- 4.4 No Waiver of Sovereign Immunity. Nothing herein contained shall be deemed or construed as a waiver of sovereign immunity as provided by § 768.28, Florida Statutes, by any agency or political subdivision to which sovereign immunity may be applicable. HCPS shall not be liable to pay a claim or a judgment by any one person which exceeds the sum of \$200,000 or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by HCPS arising out of the same incident or occurrence, exceeds the sum of \$300,000. Nothing herein shall be construed as consent by HCPS to be sued by third parties in any matter arising out of the Agreement.

### 5. CONTRACTOR REPRESENTATIONS AND WARRANTIES

Contractor represents and warrants that Contractor is duly organized, validly existing and in good standing under the laws of the state of its organization; it is duly authorized and in good standing to conduct business in the State of Florida; it has all necessary power and has received all necessary approvals to execute and deliver the Agreement; and the individual executing the Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.

- **5.1 Debarment.** Contractor certifies, by submission and signature of the Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of § 287.133(2)(a), Florida Statutes.
- **E-Verify**. Per § 448.095, Florida Statutes, all employers within the state shall use the U.S. Agency of Homeland Security's E-Verify system, <a href="https://e-verify.uscis.gov/emp">https://e-verify.uscis.gov/emp</a>, to verify the employment eligibility of all employees hired during the term of the Agreement. Contractor shall also require all subcontractors performing work under the Agreement to use the E-Verify system for any employees they may hire during the term of the Agreement. Contractor must provide evidence of compliance with § 448.095, Florida Statutes. Evidence may consist of, but not limited to, providing notice of Contractor's E-Verify number. Failure to comply with this provision is a material breach of the Agreement and HCPS may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all

costs associated with HCPS securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

5.3 Public Entity Crimes. Per § 287.133(2)(a), Florida Statutes, "a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any commodities and services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a vendor, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in § 287.017, Florida Statutes, for category two for a period of 36 months from the date of being placed on the convicted vendor list."

CONTRACTOR CERTIFIES, BY SUBMISSION AND SIGNATURE OF THE AGREEMENT, THAT NEITHER IT NOR ITS PRINCIPALS IS PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE, OR VOLUNTARILY EXCLUDED FROM PARTICIPATION IN THIS TRANSACTION PER THE PROVISIONS OF § 287.133(2)(A), FLORIDA STATUTES.

- 5.4 Debarment and Suspension (Executive Orders 12549 and 12689). A contract award expected to equal or exceed \$25,000 (2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." Contractor certifies that it complies with the Federal Debarment Certification regarding debarment suspension, ineligibility, and voluntary exclusion. In accordance with 2 CFR part 180 that implement Executive Orders 12549 and 12689. Furthermore, Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency
- 5.5 Conflict of Interest. In accordance with § 112.313(7)(a), Florida Statutes, and HCPS policy 6460.01 Conflict of Interest), no HCPS employee shall have or hold any employment or contractual relationship with any business entity doing business with HCPS. No HCPS employee shall have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his or her private interests and the performance of his/her public duties or that would impede the full and faithful discharge of his or her public duties. Any HCPS employee who knowingly is in a capacity to influence, approve, or cause the purchase of any item to HCPS that can render him/her, or an immediate relative personal gain must immediately disclose that fact.
- 5.6 Statement of Assurance. Contractor shall comply with all applicable laws, ordinances, codes, and statutes of all local, state, or national governing bodies included within this section. Contractor shall comply with the regulations of Title VII of the Civil Rights Act of 1964, as amended, and the Florida Civil Rights Act of 1992, in which no person in the United States shall on the grounds of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status be excluded from participation in or be denied the proceeds of or be subject to discrimination in the performance of the Agreement.
- 5.7 Prohibition Against Contracting With Scrutinized Companies. In accordance with § 287.135, Florida Statutes, HCPS reserves the right to reject any or all offers, to waive informalities, and to accept all or any part of any offer as may be deemed to be in the best interest of HCPS, "A company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to § 215.473, Florida Statutes, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more." § 215.473, Florida Statutes, defines a company to include "all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations that exists for the purpose of making profit." By submitting a signature to this Addendum, a respondent certifies that it and those related entities of respondent as defined above by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to § 215.473, Florida Statutes. A vendor awarded an agreement as a result of this Addendum shall be required to recertify at each renewal of the Agreement that that it and its related entities are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. HCPS may terminate any agreement resulting from this solicitation if respondent or a related entity as defined above is found to have submitted a false certification or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Notwithstanding the preceding, HCPS reserves the right and may, in its sole discretion, on a per case basis, permit a company on such lists to be eligible for, bid on, submit a proposal for, or enter into or renew a contract, should HCPS determine that the conditions set forth in § 287.135(4), Florida Statutes, are met.

### 6. NOTICES

Except as otherwise provided by this section, notices, consents, approvals, demands, requests, or other communications provided or permitted under the Agreement, will be in writing and sent via certified mail, hand delivery, overnight courier, facsimile transmission (to the extent a facsimile number is set forth below), or email (to the extent an email address is set forth below) as provided below, and notice will be deemed given (i) if delivered by certified mail, when deposited, postage prepaid, in the United States mail, or (ii) if delivered by hand, overnight courier, facsimile (to the extent a facsimile number is set forth below) or email (to the extent an email address is set forth below), when received:

If to HCPS:

Corey A. Murphy, General Manager

Procurement Services 901 East Kennedy Blvd. Tampa, Florida 33602

Tampa, Florida 33602 T: (813) 272-4327

Email: corey.murphy@hcps.net

With Copy to:

Shaylia McRae, Chief of Transformation Network

901 East Kennedy Blvd. Tampa, Florida 33602 T: (813) 272-4876

Email: shaylia.mcrae@hcps.net

If to Contractor:

Michael Toth, CEO 175 Cornell Road

Suite 18

Blairsville, Pennsylvania 15717

T: (561) 421-1786

Email: mtoth@learningsciences.com

With Copy to:

Michelle Fitzgerald, Ed.D., Executive Director, School Turnaround

175 Cornell Road

Suite 18

Blairsville, Pennsylvania 15717

T: (813) 738-1382

Email: mfitzgerald@learningsciences.com

### 7. SHARED DATA SERVICES

This section applies to all contractors whose commodities and services enable or require the provision of Contractor's online software services or use of HCPS computer data.

- **7.1 Data Re-Use.** Contractor agrees that all data exchanged shall be used expressly and solely for the purposes enumerated in the Agreement. Contractor must not distribute, repurpose, or share across any other application, environment, or business unit. As required by Federal law, Contractor further agrees that no HCPS data shall be revealed, transmitted, exchanged, or otherwise passed to other suppliers or interested parties except as agreed, in writing, by HCPS' Procurement Services or its General Manager of Information Technology.
- **7.2 Data Breach.** Contractor agrees to comply with § 501.171, Florida Statutes, the State of Florida Database Breach Notification process and all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a breach of any of Contractor's security obligations or other event requiring notification under applicable law ("Notification Event"), Contractor agrees to notify HCPS immediately and assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless, and defend HCPS and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.
- 7.3 Data Storage and Backup. Contractor agrees that any and all HCPS data will be stored, processed, and maintained solely on designated servers and that no HCPS data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of Contractor's designated backup and recovery processes. All servers, storage, backups, and network paths utilized in the delivery of the service shall be contained within the states, districts, and territories of the United States unless specifically agreed to in writing by an HCPS officer with designated data, security, or signature authority. An appropriate officer with the necessary authority can be identified by HCPS' General Manager of Information Technology for any

general or specific case. Contractor agrees to store all HCPS backup data stored as part of its backup and recovery processes in encrypted form, using no less than 128-bit key.

- 7.4 End of Agreement Data Handling. Contractor agrees that upon termination of the Agreement it shall return all data to HCPS in a useable electronic form, and erase, destroy, and render unreadable all HCPS data in its entirety in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities, and certify in writing that these actions have been completed within thirty (30) days of the termination of the Agreement or within seven (7) days of the request of an agent of HCPS, whichever shall come first.
- 7.5 Use of Data; Intended Use of Data. HCPS designates Contractor as a "school official" with a "Legitimate educational interest" under the definitions of those terms set forth in the § 1002.22, Florida Statutes, "Student Records and Reports" and the Family Educational Rights and Privacy Act ("FERPA") notification(s) to students and parents during the Term of the Agreement. Contractor agrees to develop, implement, maintain, and use appropriate administrative, technical, or physical security measures to the full extent required by § 1002.22, Florida Statutes, and FERPA in order to maintain the confidentiality of "education records" as that term is defined by § 1002.22, Florida Statutes, and FERPA. Contractor shall protect student records pursuant to § 1002.22, Florida Statutes, and FERPA, whichever has the more stringent requirements. HCPS recognizes and agrees that for purposes of all applicable laws, Contractor has a legitimate educational interest for purposes of HCPS disclosing to Licensor students' education records:
- 7.6 Constraints on Use of Data. Data supplied by HCPS to Contractor or collected by Contractor on behalf of HCPS' students, vendors, management, agents, or employees is the property of HCPS and shall not be shared with third parties without the written permission of HCPS. HCPS data shall not be sold or used, internally or externally, for any purpose not causally related to the scope of work defined in the Agreement without the written permission of HCPS.
- **7.7 Data Security**. Contractor shall employ industry best practices, both technically and procedurally, to protect HCPS data from unauthorized physical and electronic access in accordance with § 501.171, Florida Statutes. Methods employed are subject to annual review and approval by HCPS. Contractor agrees to:
  - hold the student records and information in strict confidence and not use or disclose except as required by the
    Agreement or required by law and that except when the parent of a student provides prior written consent for
    its release, all shared student records will be disclosed only to employees of the agency who have a need to
    access the information in order to perform their official duties as authorized by law. Absent consent from the
    parent or eligible student, student records and information will not be disclosed except as allowed by the
    aforementioned laws; and
  - safeguard the student records through administrative, physical, and technological safety standards to ensure
    adequate controls are in place to protect these records in accordance with FERPA's privacy requirements and
    that all shared student records it discloses will carry a warning regarding the confidential nature of such
    information and protocols concerning further dissemination consistent with the Agreement; and
  - continually monitor its operations and take all actions necessary to assure that the student information and records are safeguarded in accordance with the terms of the Agreement
- **7.8 Confidential Information**. "Confidential Information" shall include any personally identifiable student information, as defined in 34 C.F.R. § 99.3.
  - "Disclose" or "disclosure" shall mean to permit access to, or the release, transfer, or other communication of Confidential Information contained in education records by any means, including oral, written, or electronic means, to any party except the party identified as the party that provided or created the record. HCPS may disclose Confidential Information to Contractor for the purpose of carrying out services of HCPS-supported projects, or to enforce or comply with Federal legal requirements that relate to those projects. Contractor must not disclose HCPS-provided Confidential Information under the Agreement.
  - Contractor shall not: (i) disclose any Confidential Information to any unauthorized third party; (ii) make any use
    of Confidential Information except to perform its obligations under the Agreement; or (iii) make Confidential
    Information available to any of its employees, officers, or agents except those internal Contractor's employees
    who have been authorized by Contractor to use the information as a component of their project assignment(s).
    The term "unauthorized third party" for purposes of the Agreement does not include employees, officers, or
    agents of HCPS who are authorized to have access to the Confidential Information.

- The types of Confidential Information which may be necessary to disclose to Contractor under the Agreement include, but are not limited to, the following: Personnel Records (social security numbers, credit card numbers, expiration dates, PINs, card security codes, financial profiles, bank routing numbers, and medical data), Student Records (student name, student identifier, gender, race/ethnicity, grade, IDEA Indicator, limited English proficiency status, section 504 status, Title I Targeted Assistance Participation, and law enforcement records), and District (district name, school number, and school name). HCPS shall not disclose any other personally identifiable student information to Contractor.
- Contractor understands that the Confidential Information is protected under state and federal law and agrees to immediately notify HCPS if any of the Confidential Information is disclosed, either intentionally or inadvertently.
- Contractor agrees to protect Confidential Information in such a manner that it will be disclosed only to Contractor's staff whose duties under the Agreement specifically require them to have access to the Confidential Information.
- Contractor and HCPS shall identify at least one authorized representative or data custodian from their respective
  agencies who shall be responsible for processing and responding to data requests from the other party.
- Upon request of HCPS, Contractor shall agree to permit HCPS to review or shall provide written assurances to
  HCPS regarding the use of Confidential Data under the Agreement. The purpose of this provision is to ensure
  that appropriate policies and procedures are in place to protect the Confidential Information and that there has
  been no further Disclosure of the Confidential Information.
- All Contractor's employees, officers, and agents with access to the Confidential Information must acknowledge
  that they are aware of and will abide by the provisions of the Agreement. Contractor agrees to remove any
  person from performing work who has, or is suspected to have, violated the terms of the Agreement.
- By disclosing Confidential Information to Contractor, HCPS is not assigning ownership of the Confidential
  Information to Contractor. Upon the termination of the Agreement for any reason, Contractor shall immediately
  return all Confidential Information, including all copies, to HCPS or destroy all Confidential Information in its
  possession, custody, or control unless otherwise agreed to in writing by the parties. Contractor will provide
  HCPS with affidavits to this effect.
- A breach of the confidentiality requirements shall constitute grounds for immediate termination of the Agreement with any party without advance notice.
- 7.9 Network Security.
- **7.9.1** Internet Access. Connections to Contractor's computers utilizing the Internet, whether for client access or remote administration must use cryptographic technology.
- **7.9.2 Data Storage**. Contractor, regardless of the media employed (i.e., disk, tape, etc.), must store data in an encrypted format.
- 7.9.3 Security Training. Contractor shall provide periodic training for staff on Contractor's internal security policies and procedures, and on applicable state and federal legal requirements for protecting sensitive and confidential data.
- 7.9.4 Criminal Background Checks. Contractor shall certify that all staff members with access to Confidential information have been subjected to a bona fide criminal background check in accordance with § 435.04, Florida Statutes, and have no record of any felony convictions. Any exceptions to this requirement must be approved in writing by HCPS.
- 7.9.5 Prohibition on Mobile Devices and Removable Media. Contractor shall have a written policy prohibiting the transfer or storage of unencrypted customer information on employee mobile devices or removable storage media for any reason. This policy shall be made available to each employee individually and shall be enforced.
- **7.10** Compliance with Applicable Laws and Regulations. Where applicable, Contractor shall comply with all applicable federal laws and regulations protecting the privacy of citizens including FERPA and the Health Insurance Portability and Accountability Act (HIPAA), and all provisions of the Financial Services Modernization Act (the "Gramm-Leach-Bliley Act").

7.11 Student Records. Notwithstanding any provision to the contrary within the Agreement, any party contracting with HCPS under the Agreement shall fully comply with the requirements of §§ 1002.22 and 1002.221, Florida Statutes, FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless to the extent provided by law, HCPS and its officers and employees for any violation of the Student Records section, including, without limitation, defending HCPS and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon HCPS, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon HCPS arising out of a breach of the Agreement by the party, or an officer, employee, agent, representative, contractor, or subcontractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party has either intentionally or negligently violated the provisions of the Agreement or of §§ 1002.22 and/or 1002.221, Florida Statutes. This section shall survive the termination of all performance obligations under the Agreement and shall be fully binding until such time as the student records are destroyed in accordance with the Florida Retention Schedules or are returned to HCPS, whichever is earlier.

### 7.12 Web Content Accessibility

- 7.12.1 If To the Public, Including but Not Limited to Students, Students' Parents, and the Community. Contractor supplying online services on behalf of HCPS must adhere to the Americans with Disabilities Act (ADA) and with Section 508 of the Rehabilitation Act of 1973. Contractor will indemnify and defend HCPS from and against any and all losses, liabilities, and claims (including reasonable attorneys' fees) arising out of any claims by a third party alleging that the online services provide by Contractor do not adhere to the ADA or with Section 508 of the Rehabilitation Act of 1973.
- 7.12.2 If to HCPS Employees Only. Contractor supplying online services on behalf of HCPS must adhere to the Americans with Disabilities Act (ADA) and with Section 508 of the Rehabilitation Act of 1973.
- 8. CONTRACT PROVISIONS FOR HCPS CONTRACTS UNDER FEDERAL AWARD APPENDIX II TO 2 CFR PART 200

HCPS will follow §§ 200.318 General Procurement Standards through 200.326. Contract provisions for any agreement that involves, receives, or utilizes Federal Grants funding, must state that the following terms and conditions shall be a part of the Agreement and Contractor accepts and acknowledges that it is compliant and will continue to comply with the applicable terms and conditions for the term of the award:

The following terms and conditions are a part of the Agreement and Contractor accepts and acknowledges-that it is and will remain compliant with said terms and conditions for the term of the Agreement.

- 8.1 Contracting with Small and Minority Businesses, Women's Business Enterprises ("SMWBE"), and Labor Surplus Area Firms. Per (2 CFR § 200.321) Contractor, if subcontracts are to be let, must take the following affirmative steps (All contracts in excess of \$10,000):
  - Place qualified SMWBE on solicitation lists; and
  - assure that SMWBE are solicited whenever they are potential sources; and
  - divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by SMWBE; and
  - establish delivery schedules, where the requirement permits, which encourage participation by SMWBE; and
  - use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 8.2 The Copeland (Anti-Kickback) Act. The Copeland Act (48 CFR § 22.403-2) makes it unlawful to induce, by force, intimidation, threat of procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment. The Copeland Act also requires each contractor and subcontractor to furnish weekly a statement of compliance with respect to the wages paid each employee during the preceding week. Contracts subject to the Copeland Act shall contain a clause (see 52.222-10)

requiring contractors and subcontractors to comply with the regulations issued by the Secretary of Labor under the Copeland Act.

- **8.3 Davis-Bacon Act.** The Davis-Bacon, as amended (40 U.S.C. 3141-3148) apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public work, who must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor and pay wages not less than once a week.
- **8.4 Termination (With or Without Cause).** Either Party may terminate the Agreement with thirty (30) days' prior written notice to the other Party. HCPS shall be responsible only for payments still due to Contractor for services performed in accordance with the Agreement up to the time of termination.
- 8.5 Procurement of Recovered Materials. Per 2 CFR § 200.323 Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 8.6 Non-Discrimination. Executive Order 11246 prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment. Additionally, Executive Order 11246 prohibits federal contractors and subcontractors from, under certain circumstances, taking adverse employment actions against applicants and employees for asking about, discussing, or sharing information about their pay or the pay of their co-workers.
- 8.7 Contract Work Hours and Safety Standards Act. Per 40 U.S. Code 3701-3708 HCPS awarded contracts in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S. Code 3702 of the Act, Contractor must compute the wages of every mechanic and laborer based on a standard workweek of 40 hours. Work hours exceeding the standard workweek is permissible if the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek.
- 8.8 Remedies for Violation or Breach of Contract. Contractor agrees to the use of liquidated damages in the event Contractor fails to perform in accordance with the provisions herein. On the occasion where Contractor is in default of contract, or any material provision thereof, or fails to remedy any deficiency in performance, HCPS may procure the necessary commodities and services from an alternative source and hold Contractor financially responsible for any excess costs incurred. The difference between the proposed price of the commodity or service and the actual price paid may be deducted from any current or future obligations owed to Contractor. In addition, default will result in termination of contract and a prohibition against future business with HCPS for a term of not less than two (2) years.
- 8.9 Clean Air Act and the Federal Water Pollution Control Act. Per the Clean Air Act (42 U.S. Code 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts in excess of \$150,000 requires Contractor to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- **8.10** Rights to Inventions. Any "funding agreement" entered into for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government under 37 CFR § 401.2 (a) and HCPS wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work under the "funding agreement," must be in compliance with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations

and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

**8.11** Byrd Anti-Lobbying Amendment (31 U.S. Code 1352). For contracts exceeding \$100,000, Contractor must file the required certification that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

# BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION. (TO BE SUBMITTED WITH EACH AGREEMENT EXCEEDING \$100,000).

The undersigned company certifies to the best of their knowledge that:

- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing
  or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee
  of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or
  cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to
  Report Lobbying," in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned company certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Learning Sciences International		
Company Name		
Michael toth		
Signature of Company's Authorized Official		
Michael Toth	March 8, 2022   8:52 AM EST	
Printed Name and Title	Date	

### 9. GENERAL CONDITIONS

- 9.1 Governing Law, Jurisdiction, and Venue. The Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. The parties agree that in the event that any suit or proceeding is brought in connection with the Agreement, such suit or proceeding shall be brought in the state or federal courts located in Hillsborough County, Florida, and the parties shall submit to the exclusive jurisdiction of such courts and waive any and all jurisdictional, venue, and inconvenient forum objections to such courts. Each party shall be responsible for its own attorneys' fees and costs incurred because of any action or proceeding under the Agreement.
- 9.2 Public Records Law. If, under the Agreement, Contractor is providing services and is acting on behalf of HCPS as provided under § 119.011(2), Florida Statutes, Contractor, subject to the terms of § 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:
  - keep and maintain public records that ordinarily and necessarily would be required by HCPS to perform the service; and
  - provide the public with access to public records on the same terms and conditions that HCPS would provide the
    records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise
    provided by law; and
  - ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
  - meet all requirements for retaining public records and transfer, at no cost, to HCPS all public records in
    possession of Contractor upon termination of the Agreement and destroy any duplicate public records that are
    exempt or confidential and exempt from public records disclosure requirements. All records electronically must
    be provided to HCPS in a format that is compatible with HCPS' information technology system.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE HILLSBOROUGH COUNTY PUBLIC SCHOOLS' OFFICE OF COMMUNICATIONS AT 901 E. KENNEDY BOULEVARD, TAMPA, FLORIDA 33602. PHONE: (813) 272-4060, EMAIL: PRR@HCPS.NET.

- **9.3 Force Majeure**. No default, delay, or failure to perform on the part of the either party will be considered a default, delay, or failure to perform otherwise chargeable, hereunder, if such default, delay, or failure to perform is due to causes beyond either party's reasonable control including, but not limited to, strikes, lockouts, or inactions of governmental authorities; pandemics; epidemics; acts of terrorism; war; embargoes; fire; earthquake; acts of God; or default of common carrier. In the event of such default, delay, or failure to perform, any date or times by which either party is otherwise scheduled to perform will be extended automatically for a period equal in duration to the time lost by reason of the excused default, delay, or failure to perform.
- Jessica Lunsford Act (JLA). To comply with §§ 1012.465 and 1012.467, Florida Statutes, the "Jessica Lunsford Act", all contractors meeting any of the three (3) criteria, (i) be at school when students are present, (ii) have direct contact with students, or (iii) have access to or control of school funds, must be Level II fingerprinted and Florida Department of Law Enforcement (FDLE)/Federal Bureau of Investigations (FBI) screened by the HCPS Professional Standards. Those Vendor employees will be required to have the statewide JLA badge and the HCPS yellow badge to access HCPS sites. Site personnel will deny access to contractors violating this requirement. More information is available at

 $\underline{https://www.hillsboroughschools.org/site/default.aspx?PageType=3\&ModuleInstanceID=5928\&ViewID=7b97f7ed-8e5e-4120-848f-a8b4987d588f\&RenderLoc=0\&FlexDataID=2644\&PageID=3818\&Comments=true}$ 

**9.5 Counterparts.** The Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. If any signature is delivered by facsimile transmission or by e-mail delivery of a "PDF" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or PDF signature page were an original thereof.

- 9.6 Entire Agreement; Modifications. This Addendum completely supplants, replaces, and overrides all other referenced URLs, terms and conditions, or agreements, written or oral, concerning Contractor's performance or the provision of commodities and services under the Agreement (External Terms). External Terms are null and will have no effect under the Agreement, even if HCPS or its employees, contractors, or agents express assent or agreement to External Terms. External Terms include any shrink-wrap, click-wrap, browse-wrap, web-based terms and conditions of use, and any other terms and conditions displayed in any format that HCPS or its employees, contractors, or agents are required to accept or agree to before or in the course of accessing or using any commodities and services provided by Contractor.
- **9.6.1** Agreement Amendment. HCPS and Contractor may amend the Agreement by mutual consent, in writing, at any time.
- **9.6.2** Addendum Controlling. If there is a conflict between the terms and conditions of the Agreement to which this Addendum is attached and this Addendum, this Addendum controls.

**IN WITNESS WHEREOF**, the parties hereto have caused this addendum to be executed by their duly authorized representatives on the day and date written below.

representatives on the day and date written belo	DW.
Learning Sciences International	The School Board of Hillsborough County, FL
Michael Toth	Shaylia McKae
Michael Toth, CEO	Shaylia McRae, Chief of Transformation Network
March 8, 2022   8:52 AM EST	March 10, 2022   8:57 AM EST
Date	Date
	Romaneir Johnson
	Romaneir Johnson, Chief Financial Officer
	March 8, 2022   9:43 AM EST
	Date
	Approved:
	Nadia 1. Combo
	Board Chair
	April 19, 2022
	Date

Hillsborough County Public Schools 901 East Kennedy Boulevard Tampa, FL 33602

# Partnering for Transformation

Intensive Supports to Transform Core Instruction & Leadership Practices, Resulting in Rapid Gains in Student Learning

Shaw Elementary School External Operator

1/14/22





### **Our Mission**

Learning Sciences International® (LSI) helps K-12 educators develop every student's capacity to take on greater responsibilities for their own learning and function at the highest learning levels possible. We do this through the guiding principles of LSI's Applied Research Center with approaches that are always measurable, replicable, and reliable.

Every activity, strategy, and intervention has either attained or is in the process of attaining criteria for evidence-based practices under the federal Every Student Succeeds Act (ESSA) at Levels II or III. Our school and district partners regularly achieve sustainable and long-lasting results.

Regardless of socioeconomic status, we believe rigorous, equitable learning environments that integrate academic learning with social and emotional skill development can **lift every student to unimaginable heights**. Our mission is to equip K-12 students of need with an excellent education, so they are empowered to escape generational poverty and thrive in the new economy.



Learning Sciences International 175 Cornell Road, Suite 18 Blairsville, PA 15717



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1/14/22

Hillsborough County Public Schools Attention: Chief of Transformation Network Shaylia McRae 901 East Kennedy Boulevard Tampa, FL 33602

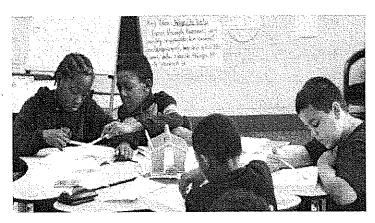
Dear Chief McRae,

Districts across the U.S. are facing the challenge of what they can do to get failing schools out of federally designated improvement status and sustain them at high levels of performance. All too often, this painful situation is realized after schools have already invested countless resources and initiatives that have stolen their time and funding, resulting in teachers and students feeling helpless and emotionally drained.

Shaw Elementary School of Hillsborough County Public Schools (HCPS) received an accountability rating of either a D or an F in 2021 and has been identified as having shown little growth over multiple consecutive years. HCPS Leadership has been tasked with the rapid and sustainable transformation of the D or F designated schools with increased accountability ratings by the conclusion of the 2023-24 school year.

Many schools with federal designations continue to struggle with academic growth and proficiency, despite receiving technical assistance and additional support for school improvement. HCPS understands that scaling high-quality, academically rigorous instruction will be a critical and powerful influence on increasing student achievement and eliminating achievement gaps.

That is where we come in. Learning Sciences International, LLC (LSI) is the right partner for HCPS and perfect fit for Shaw Elementary School. There is not a silver bullet or a one-size-fits-all for school improvement. As our partner, we promise to meet Shaw Elementary exactly where they are and customize supports to meet their unique needs to improve performance, whether in closing achievement gaps, improving results for subgroups, or developing leadership capacities at all levels.



As an LSI partner, you are part of the family. This work matters to us. Our experienced educators share the same tireless devotion to making sure students receive the educational experiences needed to break the cycle of generational poverty and underachievement. We believe equity is achieved when a system assures all students receive highly effective gradelevel instruction that builds knowledge and engages students in rigorous

standards-based tasks with peers in collaborative interdependent teams. This not only raises test scores, but it also develops the whole child – socially, emotionally, and academically. As an applied research center, we place a high value on metrics and leading data that demonstrate the effectiveness of our work long before the high-stakes test scores arrive. Our solutions are research-based, many at ESSA Levels 2 and 3.



### Your Plan of Action

We recommend our partnership launches with our School Comprehensive Needs Assessment (SCNA) in the 2022 spring semester. The findings of the SCNA will be presented to the district and school leadership teams.

Our partnership will continue for two consecutive years with intensive, targeted professional learning and coaching through the duration of the 2022-23 and 2023-24 school years, with an option to extend through the 2024-25 school year. LSI anticipates a minimum of two years of partnership to elevate the school from a D or F letter grade, evidenced by increased proficiency and/or growth measures and achievement of Florida's Benchmarks for Excellent Student Thinking (BEST) standards when released.

Our partnership focus will be on transforming Shaw Elementary's core instructional infrastructure to systematically improve core instruction and close learning gaps. The third year of optional support will proactively focus on sustainability coaching and professional learning tailored to Shaw's needs. As LSI plans to transition out of the partnership, we will support Shaw's leadership team in developing a sustainability plan that ensures continued success within the campus, and to prepare all levels of leadership to continue focusing on the work without LSI's support.

To provide you with the confidence of knowing you are making the best decision in partnering with LSI, we have provided a detailed overview of our partnership models and proven success rates on the following pages.

When you partner with LSI, you have a team of career K-12 educators on your side. The impact of every engagement is constantly measured and will be shared

d countable for providing the supports to achieve rea

with you. At the end of the day, we hold ourselves accountable for providing the supports to achieve real results.

For any questions or clarification, please reach out to Michael Toth or Michael Eitzgerald, Ed.D. Their contact information follows.



Michael Toth
CEO
561-421-1786 | mtoth@learningsciences.com



Michelle Fitzgerald, Ed.D.

Executive Director, School Turnaround

813-738-1382 | mfitzgerald@learningsciences.com



# **Proposal 2: Transformation of Core Instruction**

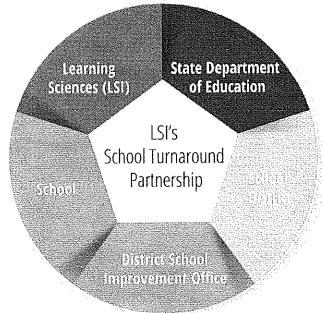
LSI's partnership models provide levels of varying intensive support. The school's unique needs and baseline data from the School Comprehensive Needs Assessment (SCNA) informs which level is most appropriate for the school.

All our models embed frequent, rigorous supports that are designed to improve student achievement dramatically and rapidly, both for the short and long term. Capacity will be built within the schools to sustain high levels of professional and academic performance.

A continuum of supports will build capacity for sustainable improvement in two phases: Establishing Supportive Conditions for Learning and Transformation of Core Instruction. The Establishing Supportive Conditions for Learning Phase ensures that the school has the strong, supportive expectations, systems, and processes that foster rigorous teaching and learning for every student. Once these foundations are re-established, the Transformation of Core Instruction Phase will shift the school back to engaging, student-centered, standards-based learning to prepare students for success in the new economy of the 21<sup>st</sup> Century. Teachers and school leaders will rebuild a strong culture of team-based, mutually supportive teaching and learning.

### Investment in People and Systems

It is important to note that our partnership models are an investment in people and systems for effective, rigorous core instruction and school leadership. The model is designed to elevate the quality of instructional leadership and teaching, and to increase student achievement in high-need, high-poverty schools. Teachers and students will be empowered. Students will develop the academic and social skills they will need to be successful in the new economy and in future careers that do not yet exist.



### **Fostering Strong Collaboration**

LSI's School Turnaround Partnerships foster close collaboration among the State Departments of Education, the District's School Improvement department, and the school's leaders, faculty, and staff. Our work is united through a common vision with mutually determined outcomes – not conducted in isolation or silos. We each take ownership of our roles and responsibilities within the partnership and work together to ensure the greater good of the school.

### **Improving Campus Readiness**

Following the needs assessment, schools receive purposeful, intensive supports to proactively engage in readiness supports. A dedicated School Leadership Coach provides onsite guidance in preparation for the transition to a full support model the following academic school year. During this time, the coach will



provide a variety of supports to the principal, leadership team, staff, and community. These may include developing a communication plan for the school and community; assisting leadership and faculty with retention or hiring of new administrators and faculty; providing professional learning and coaching specific to the instructional model and systems development; supporting professional learning communities (PLCs) with coaching cycles of support; providing conditions support with leadership and staff to establish timelines for interventions and support strategies; and coaching and training of the school leadership team and faculty.

Assemble the Executive Action Team

The Executive Action Team reviews progress of the actions outlined in the contract with LSI as well as the annual action plan. Members will work collaboratively to resolve any impediments to the schools' success. The team typically consists of the following members:

- Superintendent/ Deputy Superintendent
- Chief Academic Officer
- Chief of Transformation Network
- School Principals
- LSI Executive Director, School Turnaround
- LSI School Leadership Coach

Create Efficient Systems and Processes
Systems and processes at the schools must create a
supportive atmosphere where teaching and learning can
flourish. LSI will assist the schools' leadership teams in
creating and consistently enforcing procedures needed to
ensure that the school is efficiently managed and safe.

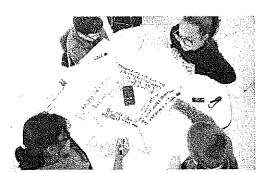
Form Strong Leadership Teams

We will assist the schools' principals, assistant principals, and teacher leaders through careful root-cause analysis of data and examination of student evidence of learning. The LSI leadership coach and each principal will create a weekly Action Board using frequent classroom inspection and teacher feedback to accelerate student mastery of standards-driven learning goals. This will develop strong leadership teams who take ownership of student learning.

The distributive leadership component of the workings of our school relied heavily on our LSI coach. He helped to have conversations with us along the way whenever we were taking on too much work ourselves and to really remind us that we had other people who we could turn to on the campus to utilize them to their fullest potential." Stephanie Woodford Former Principal of Lakewood Elementary School Pinellas County Schools, FL



### **Establish Student-Centered Core Instruction**



Engaging, rigorous, standards-driven learning results from strong core instruction using student-centered tasks. The leadership teams and faculty will create student-centered instructional systems and expectations. Students will learn to work in mutually accountable learning teams that take ownership of progress toward learning goals. Teachers will develop skills at scaffolding learning tasks that build student mastery at the full intent and rigor of the standards and expect students to produce evidence of

learning at that level. The LSI faculty coach will deliver PD, followed by classroom observations and coaching sessions to ensure faithful implementation of the strategies needed to reach this level of rigor.

### Implement Next Generation Systems and Culture

Schools will implement new, coordinated systems of leadership, curriculum, data, core instruction, instructional coaching, PLCs, and multitiered supports for students that will rapidly improve student achievement outcomes. The most important metric driving these systems is student evidence of learning. The leadership teams will learn how and what to inspect in classrooms to ensure that these systems are working effectively. This effort will create a culture of high expectations, high support, and mutual accountability as it develops masterful instructional leaders, expert teachers, and self-regulated, engaged students.

### Transformation of Core Instruction

### **Verify Team-Centered Core Instruction in All Classrooms**

The principals and their school leadership teams will be well practiced at inspecting evidence of student learning that results from strong core instruction. They will regularly provide supportive feedback to teachers, using short-, mid-, and long-cycle assessment data to ensure measurable improvement of student learning. Teachers will establish mutually accountable teams that are well-calibrated to classify levels of student achievement based on classroom evidence of learning. They will reflect on the effectiveness of their own practice and observe peers' use of instructional strategies to provide feedback that improves the entire team's level of expertise. Students will also become accustomed to working in teams that are mutually accountable for the quality and progress of learning.

### **Ensure Next Generation Systems are Operational**

Instructional leadership, curriculum, data, core instruction, coaching, PLC, and MTSS will be fully operational in the school. The principals will learn to take charge of these systems and ensure their effectiveness through the interdependent work of leaders, teachers, and student teams.

Help LSI continue to achieve our 100% success rate by being our next partner.

Let's **crush** some goals together!



# Implementation Plans

2 Year Term: July 1, 2022 - June 30, 2024

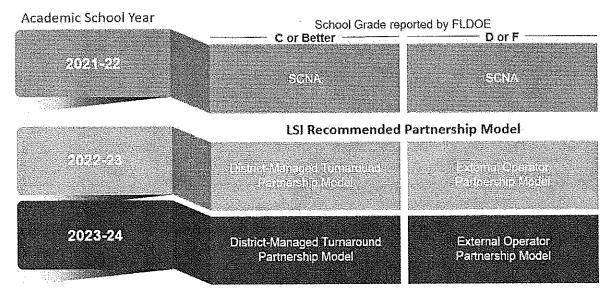


Figure 1: Overview of Partnership Models by Academic Year and Performance

### 2022-23 School Year

Pending the reported school performance of the 2021-22 school year, Shaw Elementary School may enter one of two partnership models for the 2022-23 school year. If Shaw Elementary receives a D or F school grade they will partner with LSI as an External Operator. If Shaw Elementary attains a C (or equivalent based on the FSA), they will partner with LSI through our District-Managed Turnaround model. Both options are described on the following pages.

### Option 1 Year 1: External Operator

### **School Year Supports**

### LSI assumes primary school oversight in partnership with the district with the following:

- · Oversee all school operations
- Primary responsibility for all school academic programs
- Assignment, reassignment, coaching and evaluation of school personnel
- Identification, training, and coaching of professional learning community leaders
- Student academic assessment
- · Monthly scientific metrics including surveys, data analysis and reporting
- · Public relations support
- Monthly project review meetings
- LSI dedicated Faculty and Leadership Coach resources

### **School Leadership Coaching**

- Executive coaching for 100 days with the principal to continue developing strong, systemic conditions supportive of rigorous teaching and learning, includes:
  - District Kickoff to launch project and partnership with stakeholders

Learning Sciences International



- o Designing Implementation
- o Continuance of Rigor Diagnostics delivered each quarter
- o Conditions Walks and/or RigorWalks administered every other week, as needed
- Monthly Executive Action Team Meetings with project reviews to address barriers and impediments to project success

### **Coaching for Implementation**

- Dedicated faculty coaching for 140 days, specific to ELA, Math, Science, Civics and/or US History
- Faculty coach sessions include, but are not limited to targeted professional development and coaching for teachers and PLCs
- Targeted professional development and coaching for teachers including, but not limited to:
  - o Academic Teaming 101: Student-Led Team Basics
  - o Academic Teaming 201: First Step to Student Team Autonomy
  - o Enhancing classroom conditions and routines supportive of rigorous learning
  - ELA and math actions to achieve the standards
  - o Standards-based alignment of learning targets and tasks
  - Teacher verification and feedback to students on attainment of learning targets
  - o Effective functioning of PLCs focused on student evidence of learning
- Coaching to Strengthen PLCs:
  - o PLCs will serve as the medium for collegial learning, peer coaching, and professional growth both as a team and as individual practitioners
  - o Focus on student-centered learning

### **Dedicated Resources**

- Project leadership and supervision, program management, monthly support and management of project activities, data analysis, logistics, and reporting
- Academic Teaming Toolkits, 1 set per teacher for each professional learning day, 2 days
- Professional resources (books) for Leadership Team
  - o Radical Candor: How to Get What You Want by Saying What You Mean by Kim Scott
  - The Coaching Habit: Say Less, Ask More & Change the Way You Lead Forever by Michael Bungay Stanier
  - How I Wish I'd Taught Maths: Lessons learned from research, conversations with experts, and 12 years of mistakes by Craig Barton
- Professional resources (books) for all Staff
  - The Power of Student Teams: Achieving Social, Emotional, and Cognitive Learning in Every Classroom Through Academic Teaming by Michael Toth
  - Student Teaming: You Got This! A Teacher's Survival Guide to Implementing Student Teams by Sara Croll
  - Taxonomy Crosswalk Quick Reference Guide
- Building Expertise 2023 Conference, two registrations and one complimentary registration

### **Integrated Technology Tools**

- Measures growth in school leadership effectiveness and teaching practice
  - LSI Trend Tracker® for principals to collect and analyze data about classroom practices and student evidence of learning and to make data-informed decisions for improvement
  - LSI Growth Tracker® for teachers and teacher teams to grow their instructional expertise through professional development, peer coaching, attainment of microcredentials



o LSI Student Evidence Tracker™ for teachers to input lesson learning targets and criteria for demonstrating mastery of those goals, and for students to track their progress towards attaining daily learning targets and criteria

# Option 2 Year 1: District-Managed Turnaround

### **School Leadership Coaching**

- Executive coaching for 60 days with the principal to continue developing strong, systemic conditions supportive of rigorous teaching and learning, includes:
  - o District Kickoff to launch project and partnership with stakeholders
  - o Designing Implementation
  - Rigor Diagnostics delivered each quarter
  - o Conditions Walks and/or RigorWalks administered every other week, as needed
  - Monthly Executive Action Team Meetings with project reviews to address barriers and impediments to project success

### **Coaching for Implementation**

- Dedicated faculty coaching for 60 days including, but are not limited to, targeted professional development and coaching for teachers and PLCs
- Targeted professional development and coaching for teachers including, but not limited to:
  - o Academic Teaming 101: Student-Led Team Basics
  - o Academic Teaming 201: First Step to Student Team Autonomy
  - o Enhancing classroom conditions and routines supportive of rigorous learning
  - o ELA and math actions to achieve the standards
  - Standards-based alignment of learning targets and tasks
  - Teacher verification and feedback to students on attainment of learning targets
  - Effective functioning of PLCs focused on student evidence of learning
- · Deepening coaching to Strengthen PLCs:
  - o Effective functioning of PLCs focused on student evidence of learning
  - Collegial learning, peer coaching, and professional growth both as a team and as individual practitioners

### **Dedicated Resources**

- Project leadership and supervision, program management, monthly support and management of project activities, data analysis, logistics, and reporting
- Academic Teaming Toolkits, 1 set per teacher for each professional learning day, 2 days
- Professional resources (books) for Leadership Team
  - Radical Candor: How to Get What You Want by Saying What You Mean by Kim Scott
  - The Coaching Habit: Say Less, Ask More & Change the Way You Lead Forever by Michael Bungay Stanier
  - How I Wish I'd Taught Maths: Lessons learned from research, conversations with experts, and 12 years of mistakes by Craig Barton
- · Professional resources (books) for all Staff
  - The Power of Student Teams: Achieving Social, Emotional, and Cognitive Learning in Every Classroom Through Academic Teaming by Michael Toth
  - Student Teaming: You Got This! A Teacher's Survival Guide to Implementing Student Teams by Sara Croll
  - Taxonomy Crosswalk Quick Reference Guide



Building Expertise 2023 Conference, , two registrations and one complimentary registration

### **Integrated Technology Tools**

- Measures growth in school leadership effectiveness and teaching practice
  - o LSI Trend Tracker® for principals to collect and analyze data about classroom practices and student evidence of learning and to make data-informed decisions for improvement
  - LSI Growth Tracker® for teachers and teacher teams to grow their instructional expertise through professional development, peer coaching, attainment of microcredentials
  - o LSI Student Evidence Tracker™ for teachers to input lesson learning targets and criteria for demonstrating mastery of those goals, and for students to track their progress towards attaining daily learning targets and criteria



### 2023-24 School Year

Pending the reported school performance of the 2022-23 school year, Shaw Elementary School may enter one of two partnership models for the 2023-24 school year. If Shaw Elementary receives a D school grade they will continue as an External Operator partner with LSI. If Shaw Elementary attains a C (or equivalent based on the BEST standards), they will partner with LSI through our District-Managed Turnaround model. Each option is further described on the following pages.

# Optional to Renew: Option 1 Year 2 External Operator School Year Supports

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## LSI continues primary school oversight of all school operations:

- · Primary responsibility for all school academic programs
- Assignment, reassignment, coaching and evaluation of school personnel
- · Identification, training, and coaching of professional learning community leaders
- Student academic assessment
- Monthly scientific metrics including surveys, data analysis and reporting
- Public relations support
- · Monthly project review meetings
- LSI dedicated Faculty and Leadership Coach resources

### **School Leadership Coaching**

- Executive coaching for 100 days with the principal to continue developing strong, systemic conditions supportive of rigorous teaching and learning, includes:
  - Year 2 District Kickoff to launch project and partnership with stakeholders
  - Year 2 Designing Implementation
  - o Continuance of Rigor Diagnostics delivered each quarter
  - Conditions Walks and/or RigorWalks administered every other week, as needed
  - Monthly Executive Action Team Meetings with project reviews to address barriers and impediments to project success

### **Coaching for Implementation**

- Dedicated faculty coaching for 112 days including, but are not limited to, targeted professional development and coaching for teachers and PLCs
- Targeted professional development and coaching for teachers including, but not limited to:
  - Academic Teaming 301: Step Back from Your Student-led Teams
  - o Academic Teaming 401: Deepen Student Team Autonomy
  - Deepening classroom conditions and routines supportive of rigorous learning
  - Ongoing ELA and math actions to achieve the standards
  - Continued standards-based alignment of learning targets and tasks
  - Teacher verification and feedback to students on attainment of learning targets
- Deepening coaching to Strengthen PLCs:
  - o Effective functioning of PLCs focused on student evidence of learning
  - Collegial learning, peer coaching, and professional growth both as a team and as individual practitioners

### **Dedicated Resources**

- Project leadership and supervision, program management, monthly support and management of project activities, data analysis, logistics, and reporting
- Academic Teaming Toolkits, 1 set per teacher for each professional learning day, 2 days



- · Professional resources (books) for all Staff
  - o 2023-24 School Improvement Title TBA, Books for all staff
- Building Expertise 2024 Conference, , two registrations and one complimentary registration

### **Integrated Technology Tools**

 Continued use of the LSI Tracker platforms to measure growth in school leadership effectiveness and teaching practice, to include annual licenses for: LSI Trend Tracker for principals, LSI Student Evidence Tracker for students, and LSI Growth Tracker for teachers and teacher teams

### Option 2 Year 2: District-Managed Turnaround

### **School Leadership Coaching**

- Executive coaching for 60 days with the principal to continue developing strong, systemic conditions supportive of rigorous teaching and learning, includes:
  - o Year 2 District Kickoff to launch project and partnership with stakeholders
  - o Year 2 Designing Implementation
  - o Continuance of Rigor Diagnostics delivered each quarter
  - o Conditions Walks and/or RigorWalks administered every other week, as needed
  - Monthly Executive Action Team Meetings with project reviews to address barriers and impediments to project success

### **Coaching for Implementation**

- Dedicated faculty coaching for 60 days including, but are not limited to, targeted professional development and coaching for teachers and PLCs
- Targeted professional development and coaching for teachers including, but not limited to:
  - Academic Teaming 301: Step Back from Your Student-led Teams
  - o Academic Teaming 401: Deepen Student Team Autonomy
  - Deepening classroom conditions and routines supportive of rigorous learning
  - Ongoing ELA and math actions to achieve the standards
  - Continued standards-based alignment of learning targets and tasks
  - Teacher verification and feedback to students on attainment of learning targets
- Deepening coaching to Strengthen PLCs:
  - o Effective functioning of PLCs focused on student evidence of learning
  - Collegial learning, peer coaching, and professional growth both as a team and as individual practitioners

### **Dedicated Resources**

- Project leadership and supervision, program management, monthly support and management of project activities, data analysis, logistics, and reporting
- Academic Teaming Toolkits, 1 set per teacher for each professional learning day, 2 days
- 2023-24 School Improvement Title TBA, Books for all staff
- Building Expertise 2024 Conference, two registrations and one complimentary registration

### **Integrated Technology Tools**

 Continued use of the LSI Tracker platforms to measure growth in school leadership effectiveness and teaching practice, to include annual licenses for: LSI Trend Tracker for principals, LSI Student Evidence Tracker for students, and LSI Growth Tracker for teachers and teacher teams



# **Cost Summary**

Should HCPS partner with LSI for a 2-year partnership in support of Shaw Elementary School in our External Operator, District-Managed Turnaround, or combination of both models, LSI will credit back half-the cost of the SCNA (\$25,000) towards the 2022-23 implementation fee. Detailed cost breakdowns are provided below.

Year 1 Option 1: External Operator (2022-23 SY)

External Operator Service or Deliverable (2022-23)	Oty	List Price	Partnesrhip Price	Subtotal
Leadership Coach Services				
External Operator - Leadership Coach Session (Onsite, 6 Hour)	100	\$4,500.00	\$1,989.00	\$198,900.00
Faculty Coach Services				
External Operator - Faculty Coach Session (Onsite, 6 Hour)	138	\$4,500.00	\$1,989.00	\$274,482.00
Academic Teaming 101: Student-led Team Basics	1	\$4,500.00	\$1,989.00	\$1,989.00
Academic Teaming 201: First Step to Student Team Autonomy	1	\$4,500.00	\$1,989.00	\$1,989.00
Printed Resources				
Academic Teaming 101: Student-led Team Basics Kit	40	\$299.00	\$149.00	\$5,960.00
Academic Teaming 201: First Step to Student Team Autonomy Kit	40	\$299.00	\$149.00	\$5,960.00
The Power of Student Teams, Michael Toth	40	\$29.95	\$23.70	\$948.00
Student Teaming: You got this I, Sara Croll	.40	\$14.95	\$11.99	\$479.60
Taxonomy Crosswalk Quick Reference Guide	40	\$8,95	\$6.99	\$279.60
Radical Candor, Kim Scott	<b>5</b> ;	\$28.99	\$23.99	\$119.95
The Coaching Habit, Michael Bungay Stanier	5	\$14.95	\$11.98	\$59.90
How I Wish I'd Taught Maths, Dylan William	.5	\$29.95	\$23.99	\$119.95
Technology Resources				
LSI Growth Tracker Annual License (Building) - New	1	\$1,500.00	\$1,500.00	\$1,500.00
LSI Trend Tracker Annual License (5 Pack) - New	1	\$1,895.00	\$1,895.00	\$1,895.00
LSI Student Evidence Tracker Annual License (Individual) - New	.40	\$78.00	\$50.00	\$2,000.00
Conference Registration				
2023 Building Expertise Conference Registration	2	\$659.00	\$659.00	\$1,318.00
2023 Building Expertise Conference Registration (Complimentary)	1.	\$659.00	\$0.00	\$0.00
	External (	Operator Subt	otal (2022-23)	\$498,000.00
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LSI School Comprehensive Needs Assessment Credit \$(25,000.00)

Revised External Operator Total (2022-23) \$473,000.00



# Year 1 Option 2: District Managed Turnaround (2022-23 SY)

District-Managed Turnaround Service or Deliverable (2023-24)	Qty	List Price	Partnesrhip Price	Subtotal
Leadership Coach Services				
DMT - Leadership Coach Session	60	\$4,500.00	\$2,305.00	\$138,300.00
Faculty Coach Services				
DMT - Faculty Coach Session	58	\$4,500.00	\$2,305.00	\$133,690.00
Academic Teaming 101: Student-led Team Basics	1	\$4,500.00	\$2,305.00	\$2,305.00
Academic Teaming 201: First Step to Student Team Autonomy	1	\$4,500.00	\$2,305.00	\$2,305.00
Printed Resources				
Academic Teaming 101: Student-led Team Basics Kit	40	\$299.00	\$149.00	\$5,960.00
Academic Teaming 201: First Step to Student Team Autonomy Kit	40	\$299.00	\$149.00	\$5,960.00
The Power of Student Teams, Michael Toth	40	\$29.95	\$23.70	\$948.00
Student Teaming: You got this!, Sara Croll	40	\$14.95	\$11.99	\$479.60
Taxonomy Crosswalk Quick Reference Guide	40	\$8.95	\$6.99	\$279.60
Radical Candor, Kim Scott	5	\$28.99	\$23.99	\$119.95
The Coaching Habit, Michael Bungay Stanler	5	\$14.95	\$11.98	\$59.90
How I Wish I'd Taught Maths, Oylan William	5	\$29.95	\$23.99	\$119.95
Technology Resources		* (477 W		
LSI Growth Tracker Annual License (Building) - Renewal	1.	\$1,500.00	\$1,440.00	\$1,440.00
LSI Trend Tracker Annual License (5 Pack) - Renewal	1	\$1,895.00	\$1,595.00	\$1,595.00
LSI Student Evidence Tracker Annual License (Individual) - Renewal	40	\$78.00	\$78.00	\$3,120.00
Conference Registration		and the special con-		
2024 Building Expertise Conference Registration	2	\$659.00	\$659.00	\$1,318.00
2024 Building Expertise Conference Registration (Complimentary)	1.	\$659.00	\$0.00	\$0.00

District-Managed Turnaround Total (2022-23) \$298,000,00

LSI School Comprehensive Needs Assessment Credit \$(25,000.00)

Revised District-Managed Turnaround Total (2022-23) \$273,000.00



# Year 2 Option 1: External Operator (2023-24 SY)

External Operator Service or Deliverable (2023-24)	Qty	List Price	Partnesrhip Price	Subtotal
Leadership Coach Services				
External Operator - Leadership Coach Session	100	\$4,500.00	\$1,989.00	\$198,900.00
Faculty Coach Services				
External Operator - Faculty Coach Session	110	\$4,500.00	\$1,989.00	\$218,790.00
Academic Teaming 301: Step Back from Your Student-led Teams:	1	\$4,500.00	\$1,989.00	\$1,989.00
Academic Teaming 401: Deepen Student Team Autonomy	1	\$4,500.00	\$1,989.00	\$1,989.00
Printed Resources		7.5		
Academic Teaming 301: Step Back from Your Student-led Teams Kit	40	\$299.00	\$149.00	\$5,960.00
Academic Teaming 401: Deepen Student Team Autonomy Kit	40	\$299.00	\$149.00	\$5,960.00
2023-24 School Improvement Title TBA, Books for all staff	40	\$24.99	\$24,99	\$999.60
Technology Resources	3 1 1 1 1			
LSI Growth Tracker Annual License (Building) - Renewal	1	\$1,500.00	\$1,000.00	\$1,000.00
LSI Trend Tracker Annual License (5 Pack) - Renewal	1	\$1,895.00	\$1,095.00	\$1,095.00
LSI Student Evidence Tracker Annual License (Individual) - Renewal	40	\$78.00	\$50.00	\$2,000.00
Conference Registration				
2024 Building Expertise Conference Registration	2	\$659.00	\$659.00	\$1,318.00
2024 Building Expertise Conference Registration (Complimentary)	1,	\$659.00	\$0.00	\$0.00
	Extern	al Operator T	otal (2023-24)	\$440,000.00

# Year 2 Option 2: District-Managed Turnaround (2023-24 SY)

District-Managed Turnaround Service or Deliverable (2023-24)	Qty	List Price	Partnesrhip Price	Subtotal
Leadership Coach Services	* * * * * * * * * * * * * * * * * * * *			
DMT - Leadership Coach Session	60	\$4,500.00	\$2,305.00	\$138,300.00
Faculty Coach Services			THE THE TOTAL CO.	
DMT - Faculty Coach Session	58	\$4,500.00	\$2,305.00	\$133,690.00
Academic Tearning 301: Step Back from Your Student-led Tearns	1	\$4,500.00	\$2,305.00	\$2,305.00
Academic Teaming 401: Deepen Student Team Autonomy	1	\$4,500.00	\$2,305.00	\$2,305.00
Printed Resources				
Academic Teaming 301: Step Back from Your Student-led Teams Kit	40	\$299.00	\$149,00	\$5,960.00
Academic Teaming 401: Deepen Student Team Autonomy Kit	40	\$299.00	\$149.00	\$5,960.00
Technology Resources				
LSI Growth Tracker Annual License (Building) - Renewal	1	\$1,500.00	\$1,446.00	\$1,446.00
LSI Trend Tracker Annual License (5 Pack) - Renewal	1	\$1,895.00	\$1,595.00	\$1,595.00
LSI Student Evidence Tracker Annual License (Individual) - Renewal	40	\$78.00	\$78.00	\$3,120.00
Conference Registration				
2024 Building Expertise Conference Registration	2	\$659.00	\$659.00	\$1,318.00
2024 Building Expertise Conference Registration (Complimentary)	1	\$659.00	\$0,00	\$0.00

District-Managed Turnaround Total (2023-24) \$295,999.00



# Appendix A - Contract

### EXTERNAL OPERATOR CONTRACT

This External Operator Contract ("Contract") is made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2022 by and between The School Board of Hillsborough County, Florida ("School Board" or "District") and Learning Sciences FLEO28, LLC ("External Operator") (collectively, the "Parties").

WHEREAS, pursuant to Section 1008.33(4)(b) (2019), when a school district school earns three consecutive school grades below a "C," a turnaround option plan must be selected and implemented for that school; and

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

WHEREAS, External Operator meets the definitions of "outside entity" and "external operator" set forth in Section 1008.33(4)(b) (2019), Florida Statutes, and Section 6A-1.09981I, F.A.C. (2019), in that it has demonstrated effectiveness in the academic operations of school district schools and has a successful record of providing support to improve the academic performance of high-poverty, low-performing schools.

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

- 1. <u>RECITALS</u>. The foregoing recitals are true, correct and incorporated herein by reference.
- SCHOOL SERVED. The school to be served by External Operator under this Contract is Shaw Elementary School ("School") located at 11311 North 15th Street, Tampa, FL 33612. The School serves students in grades Pre-Kindergarten – Fifth Grade and bears MSID number 3951.
- 3. TERM; EFFECTIVE DATE; STATE BOARD OF EDUCATION APPROVAL.
  - 3.1. Effective Date. This Contract will become effective upon execution by both Parties.
  - 3.2. <u>Term</u>. The Term of this Contract will commence on the Effective Date and continue through June 30, 2024, unless terminated earlier as provided in Section 17 or otherwise herein.
  - 3.3. State Board of Education Approval. This Contract is subject to the State Board of Education's approval of the District's Turnaround Option Plan to implement the external operator option set forth in this Contract. If such approval is not given, then this contract is null and void and shall automatically terminate.
- 4. RELATIONSHIP OF THE PARTIES.
  - 4.1. <u>Nature of Relationship</u>. The Parties' relationship is contractual, and nothing in this Contract is intended to, or shall, create a partnership or joint venture between the Parties.
  - 4.2. <u>No Agency</u>. Unless expressly provided in this Contract or otherwise agreed in writing, neither Party will be an agent of the other Party or have the express or implied authority to bind the other.
  - 4.3. <u>LEA</u>. The District is the Local Education Agency ("LEA"). Nothing in this Contract is intended to, or shall, delegate the District's responsibilities as LEA to External Operator.



- 4.4. <u>Authorized Representatives</u>. The Parties shall designate authorized representatives able to request and share data according to this Contract. The authorized representatives shall be responsible for transmitting all data requests and maintaining a log or other record of all data requested and received pursuant to this Contract, including confirmation of the Term of this Contract and the return or destruction of data as required by this Contract.
  - 4.4.1. The External Operator designates <u>Lindsey Devers Basileo</u>, <u>PhD</u>, <u>Senior Research Analyst (lbasileo@learningsciences.com)</u> as the authorized representative of the District's data. The External Operator or its agents may upon request review the records required to be kept under this section.
  - 4.4.2. Upon Contract award, the External Operator will designate <u>Michelle Fitzgerald</u>, <u>Executive Director of School Turnaround (mfitzgerald@learningsciences.com)</u>, as a Field Site Supervisor and authorized representative for all Contract related inquiries for the duration of this work.
  - 4.4.3. Upon Contract award, the External Operator will designate an Account Management Team and authorized representatives for technology related services for the duration of this work.
  - 4.4.4. The District commits to providing any/all contact information needed to deliver products and services, including surveys to school leadership, staff, and faculty for participating schools and district administration, School and District Leadership Teams, and school faculty and staff regarding promoting full participation in service delivery and interaction with technology products and services.
    - 4.4.4.1. The District designates, <u>Shaylia McRae</u>, <u>Chief Transformation Officer</u>, <u>shaylia.mcrae@hcps.net</u> as the Contract point-of-contact for the District.
    - 4.4.4.2. The District designates, <u>Dr. Rick Grayes</u>, <u>Regional Superintendent of Transformation Network</u>, <u>Richard.Grayes@hcps.net</u>, as the Principal Supervisor for the District.
    - 4.4.4.3. The District designates, <u>Brandon Snyder</u>, <u>Data Strategist</u>, <u>brandon.snyder@hcps.net</u>, as the data analysis and research point-of-contact for the District.
    - 4.4.4.4. The District designates, George Fekete, <u>george.fekete@hcps.net</u> as the technology (Organization Administrator for Contractor technology products that may be part of the project) point-of-contact for the District.
- 5. RESPONSIBILITIES AND SERVICES OF EXTERNAL OPERATOR.
  - 5.1. <u>General Oversight</u>. External Operator will oversee all School operations and will have access to School grounds at all times during the Term of this Contract.
  - 5.2. External Operations (Beginning August 2022).
    - 5.2.1. Primary Responsibilities. External Operator will have primary responsibility for all School academic programs; oversight, selection, placement, coaching, evaluation, assignment of responsibilities and re-assignment of School leadership and instructional personnel; professional development; identification, training and coaching of professional learning community leaders, student academic assessment and development of instructional materials.
    - 5.2.2. Outside Contracting. If any elements of School operations are identified during External Operations as contributing to the School's lack of performance, External Operator will provide notice to the District as set forth herein. If the District does not correct the condition within thirty (30) days following issuance of the notice, External Operator may grant additional time or identify a third party as an outside



contractor, through competitive bid for such elements of school operations, which third party contract shall be entered into and paid by the External Operator. This includes, without limitation, consultant services and acquisition of furniture, fixtures, equipment, supplies, or educational materials identified during External Operations as necessary for the turnaround program at the School.

- 5.3. <u>Curriculum and Instruction</u>. External Operator will improve the School in terms of student performance on FAST and school grade while implementing next generation instructional systems that will build the capacity of the School to sustain and continue its own improvement in preparation for returning the School to District control as stipulated in the Contract.
  - 5.3.1. The goal of this model is to reach beyond school improvement and attain transformation of the School into a scalable model of rigorous instruction and student engagement, providing a data-driven roadmap designed to empower district leaders and teachers. The model aligns curriculum, culture, and instructional systems to attain and sustain high levels of performance through:
    - 5.3.1.1. Strong instructional leaders who recognize and support rigorous teaching and learning.
    - 5.3.1.2. Expert teacher leaders who coach and guide peers to instructional expertise
    - 5.3.1.3. Skillful teachers who guide and inspire students to high academic performance
    - 5.3.1.4. Engaged students who self-regulate, collaborate, and think creatively with challenging academic content
    - 5.3.1.5. Informed and involved families and community members who take pride in the School as an example of world-class education
  - 5.3.2. Curriculum and instruction services will include:
    - 5.3.2.1. All professional development for administrators, coaches, PLC leaders, and teachers
    - 5.3.2.2. Coaching for principal and administrators, teacher leaders (coaches and PLC leaders), and teachers
    - 5.3.2.3. External Operator's Tracker technology with included instructional tools and data systems that are used to enhance instruction
    - 5.3.2.4. Implementation of next generation systems to reinvent the School in a replicable, scalable model
- 5.4. <u>Assessments</u>. The School will continue to use the District's established interim/ benchmark assessments and statewide summative assessments. In addition, the School will track daily student progress toward mastery of standards-driven learning targets using External Operator's Student Evidence Tracker technology tool. Data collection through Student Evidence will be used to develop correlations between daily formative tracking and interim/ benchmark and summative assessments and improve teacher accuracy in assessing student evidence of learning progress.
- 5.5. <u>Background Checks and Screening</u>. External Operator agrees that each of its employees who will be accessing School grounds when students are present or who have direct contact with students, will undergo and meet Level 2 screening and fingerprint requirements as described in Fla. Stat. ss. 1012.32 and 435.04, as conducted by the District at External Operator's expense.
- 5.6. <u>Reporting</u>. External Operator will make monthly reports of progress to the District through the Executive Action Team.



- 6. <u>RESPONSIBILITIES OF DISTRICT</u>. In addition to the responsibilities for supporting the School and External Operator's activities as set forth throughout this Contract, the District will have primary responsibility for all non-academic operations of the School, subject to Section 5.4, above, including, without limitation, the following:
  - 6.1. School Funding. The District will provide all funding that the School would normally receive, including entitlement funding (e.g., Title I, Parts A, C, D; Title II, Part A; Title III; Title IV, Parts A and B; Title IX, Part A). The District will also ensure that the School is included in applications for competitive grant funding as appropriate to its needs.
  - 6.2. Transportation. The District will receive all revenue pertaining to, and retain primary responsibility for, provision, staffing and payment for all School transportation for all students who reside within the School's attendance zone in a manner comparable to other District schools and as required by law. This includes transportation of students for study, field trips, non-program activities, electives, and extra-curricular activities for the School's students to substantially the same extent and in substantially the same manner that the District provides transportation for students in other District schools. If the school hours are extended for tutoring or other special supports to accelerate student academic growth, the District will provide access to transportation for students.
  - 6.3. <u>Food Service</u>. The District will receive all revenue pertaining to, and retain primary responsibility for, provision, staffing and payment for all School food service at a level of service comparable to other District schools. This includes collection of all documentation necessary for provision of free and reduced-price meals.
  - 6.4. External Operator Office Space. The School will provide private office space for use by the External Operator's School Leadership Coach and Faculty Coaches, with access to telephones, computers, and Internet access.
  - 6.5. Facility Maintenance and Security. The District will maintain and repair, at its expense, the Facility and grounds and provide for security and all utilities at the Facility at its expense, in a manner consistent with other District schools. District will be responsible for the facility and will remain responsible for any loss or damage or any liability resulting from the use of its property. Prior to reopening the School in the first year of this Contract, the District will ensure that the School grounds and facilities are clean, freshly painted, and in good repair, with special attention to an attractive and welcoming entrance area, faculty lounge, hallways, and classrooms that visibly demonstrate that a change for the better is underway.
  - 6.6. <u>Furniture</u>, <u>Fixtures</u>, <u>Equipment</u>, <u>Supplies and Educational Materials</u>. The District will provide the same furniture, fixtures, equipment, supplies, and educational materials in a manner consistent with District schools with comparable school populations. This includes all information technology and related support.
  - 6.7. Technology Tools. Teachers will use External Operator's Student Evidence and Growth Tracker technology tools. District will ensure that each teacher at School has a tablet computer with internet access in each teacher's classroom. Teachers will use this tablet every day to track student evidence of learning with Student Evidence, therefore District will ensure that there are sufficient spare tablets in the event of loss or malfunction of issued tablets. Teachers and teacher teams will use Growth Tracker for collaboration, peer coaching, and professional learning. The School principal, members of the School leadership team, and District will use External Operator's Trend Tracker technology tool to observe, record, and measure trends of schoolwide changes in teaching and learning.



- 6.8. <u>Data Collection</u>, <u>Entry and Management</u>. District and School-level personnel will continue to have primary responsibility for all data collection, data entry and data management for the School. This includes any data resulting from Saturday or summer academic programs that the District and External Operator may decide to implement to accelerate student progress.
- 6.9. Exceptional Student Education. 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 special education services. The District will provide special education staff and services for the School's students in substantially the same manner as the District provides such staff and services to other District schools and in compliance with law. The District will provide such staff and services in a manner that is consistent with the School's academic program and general operations. The District's responsibility for providing such special education services shall include, without limitation, all administrative and procedural aspects of such special education services, including but not limited to referral processes, evaluations, reevaluations, eligibility determinations, placement decisions, compliance with Child Find mandates, and development and implementation of Individual Education Plans, Education Plans and 504 Plans in accordance with applicable laws. This includes behavioral support and creation of safety plans and behavior improvement plans, as needed, and consistent with the support and services provided to other District schools.
- 6.10. <u>English as a Second Language</u>. The District will continue to provide English as a Second Language services and support to the School's students in the same manner that it provides to other District schools.
- 6.11. Tutoring, Before and After Care Programs. School will provide tutoring services for students to help accelerate academic growth. The tutoring program will be designed to address needs identified through data gathered in Student Evidence from daily classroom monitoring. School before and after care programs that provide student tutoring services will be coordinated with External Operator to ensure that student tutoring is consistent and supportive of School instructional programs. Tutors will participate in training provided by External Operator and use materials supplied by the students' teachers that are consistent with the instructional program.
- 6.12. <u>Summer and Saturday School Programs.</u> Should External Operator determine that summer and Saturday academic programs are necessary to accelerate student progress, External Operator, School, and District will collaborate in establishing a schedule and assigning teachers and students to this program.
- 6.13. LSI Building Expertise Conference Participation. School will send a team consisting of the principal, assistant principal(s), teacher leaders, and District representative to LSI's Building Expertise Conference in Orlando during each year of implementation, either under EO or school partnership. The fees for two attendees and one (complimentary registration will be included in the cost of External Operator's services.
- 6.14. Priority of Implementation. External Operator will opt the School out of any initiatives from the District that would, in the External Operator's sole opinion, interfere with the ability of the principal and staff to implement the model. In the case of districtwide initiatives that District demonstrates to External Operator's satisfaction are necessary, External Operator will determine if the School has sufficient resources to participate without impeding progress of the School's improvement work. If School's resources are insufficient, District will provide additional resources to meet this requirement.
- 7. EXECUTIVE ACTION TEAM. An Executive Action Team will be formed of the



Superintendent, Chief Academic Officer, Chief of Transformation Network, District Chief Human Resources Officer, District Chief Operating Officer, Principal Supervisor, External Operator Executive Director of School Turnaround, and External Operator Leadership Coach, or individuals in comparable positions. The Executive Action Team will meet monthly, beginning in the month following the Effective Date, unless the External Operator and District agree to a different schedule. At a minimum, the Executive Action team will review progress of the actions in this Contract and work in good faith to resolve any impediments to success or contractual issues, keeping the best interests of students and the School at the forefront of all discussions. The Executive Action Team will communicate progress of implementation within the District, school board, and the Florida Department of Education, as required.

- 8. COLLECTIVE BARGAINING PURSUANT TO EDUCATIONAL EMERGENCY. The District acknowledges and agrees that an educational emergency exists with respect to the School, as that term is defined in Section 1001.42(21), Florida Statutes. Therefore, if not already permitted pursuant to existing collective bargaining agreements, immediately following the Effective Date, the District will begin the process of negotiation with the appropriate bargaining units to allow for the implementation of programs, strategies and actions set forth in this Contract. Such negotiations shall result in a memorandum of understanding that addresses the selection, placement, and expectations of instructional personnel and provides the School principal with the autonomy described in Section 1012.28(8), Florida Statutes.
- 9. SCHOOL HOURS AND CALENDAR. External Operator may request to expand the calendar in working days (subject to District and Board approval) for staff to include summer and professional learning during the year, including Saturdays and non-instructional calendar days. The District will pay teachers according to the training rate for these additional working hours.
- 10. STUDENT RECORDS AND DATA.
  - 10.1. Access to Student Records. To facilitate provision of the services in this Contract, the District will provide access to External Operator to all student-related records and personally identifiable information contained in such records (collectively "Student Records") related to students at the School and such other Student Records at the District necessary for External Operator to carry out its duties in this Contract. Pursuant to its obligations under the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232(g), and its implementing regulations, 34 CFR pt. 99, as each may be amended from time to time ("FERPA"), the District acknowledges that, for purposes of this Contract, External Operator is a school official with legitimate educational interests in the Student Records Disclosed to External Operator, pursuant to 34 CFR s. 99.31(a)(1).
  - 10.2. <u>Use of Student Records by External Operator</u>. External Operator agrees to use, maintain, and redisclose Student Records only in accordance with the requirements of FERPA. External Operator agrees that it shall not maintain, use, disclose, or allow access to Student Records except as permitted by this Contract or as otherwise authorized by law, and will use the Student Records disclosed by the District only for the purpose for which such disclosure was made.
  - 10.3. Re-disclosure of Student Records by External Operator. The District acknowledges that External Operator may re-disclose Student Records to third parties in connection with provision of the services in this Contract, as provided in 34 CFR s. 99.33(b), provided that External Operator shall, in advance, provide to the District the names of



- such parties and a brief description of such parties' legitimate educational interest in receiving such information.
- 10.4. <u>Use of Data for Research Purposes</u>. External Operator may use aggregated student and teacher data to publish reports on its work at the School or to share such findings in presentations, websites, or other publications, so long as such data and reports do not personally identify any individual student or teacher.
- 11. <u>STUDENT DISCIPLINE</u>. All students at the School will continue to be subject to the District's Student Conduct Code.
- 12. <u>MULTI-TIERED SYSTEM OF SUPPORT (MTSS)</u>. External Operator implement the District's MTSS model at the School in accordance with State and Federal law.
- 13. COMMUNICATIONS WITH MEDIA, COMMUNITY AND WITHIN DISTRICT.
  - 3.1. Coordination. District will designate a point of contact for community and public relations to work with External Operator's public relations office. External Operator and District will coordinate on all communications with media outlets. All media communications are to mention both the District and External Operator brands and respective roles at the School. The District and External Operator will collaborate in proactively communicating this project internally and externally to ensure a positive, encouraging message about this opportunity to create a model school. External Operator and District will also collaborate on proactively communicating this project using parent, business, and community outreach strategies. The District support in all such communications shall not be unreasonably withheld.
  - 13.2. Showcase School. External Operator is permitted to utilize the School as a showcase School, subject to compliance with all laws pertaining to student safety. External Operator, School and District may jointly coordinate school tours by representatives of other schools and districts, and other outside entities on a not-to-interfere basis with school operations and instruction.
  - 13.3. <u>Promotional Activities</u>. The district and External Operator will collaborate on promotional activities for School's teachers, students, families, and community. These activities may include the posting of banners, printing, and distribution of tee shirts, specially branded academic supplies (planners, pencils, backpacks, etc.).

### 14. SCHOOL PERSONNEL.

- 14.1. <u>Employment Status</u>. All personnel assigned to the School ("School Personnel") will be District employees, with their salaries and benefits paid from District funds.
- 14.2. <u>Incentive Pay</u>. The District and External Operator will work collaboratively to explore pay incentives to encourage teachers to work and remain in the school. Any incentives will be agreed upon between the District and External Operator.
- 14.3. Personnel Decisions. The District will give the External Operator priority in selecting and placing teachers and administrators for the School. The District will ensure that staffing of the School will be agreed upon between the District and External Operator. The District will ensure that staffing of the School is consistent with staffing ratios established by External Operator. This will include one or more assistant principals, as well as school-based, qualified, full-time instructional coaches, as required given the size of the student population and faculty. All School staff will be selected through an interview protocol set by the External Operator. External Operator will make all School Personnel placement decisions. In the event that an individual is not the best fit for the School as determined by External Operator, the District will reassign that individual.



- 14.4. Budgeting for Personnel at the School and in Support of the School. The District will budget and pay for the staffing at the School. Budgeting for the School will also include funds for additional pay required for School personnel to attend training prior to the start of, and throughout, the School Year and for extended day, as applicable. District will pay teachers assigned to the School for extended and additional workdays, for summer professional development, and for summer and extended day work.
- 14.5. <u>Instructional Personnel</u>. All teachers will be invited to attend professional development prior to the start of each school year, as well as professional development throughout the school year. If a memorandum of agreement with CTA is agreed upon, participation in professional learning will be expected.
- 14.6. School Leader. The External Operator will collaborate with the appropriate members of the Executive Action Team to supervise, place, evaluate, coach, and remove the School Leader, subject to applicable law.
- 14.7. Evaluation. District evaluation systems for principals, assistant principals, and teachers must be consistent with External Operator's instructional model and expectations. The coherence of the evaluation system will be determined during the Readiness Phase, with any needed corrective actions included in the School plan. Teachers will not be rehired unless they are effective or highly effective instructors pursuant to the District's evaluation system.
- 14.8. <u>Non-Instructional Personnel</u>. Subject to Section 5.4, the District will budget and staff for all non-academic functions such as guidance, bookkeeping, clerical, custodial, food service and transportation personnel.
- 14.9. <u>Background Screening and Fingerprinting of School Personnel</u>. The District is responsible for ensuring all background screening and fingerprinting of all School Personnel.
- 14.10. <u>Employment Records</u>. The District is responsible for maintaining the employment records for all School Personnel.
- 14.11. Employee Complaints and Grievance. The Parties agree that an employee of a Party with a complaint or grievance will utilize the policy of his or her employer that is applicable to the complaint or grievance and will not be permitted to use the policy of the Party that is not his or her employer.
- 14.12. <u>Investigations</u>. The Parties agree to work collaboratively on any investigation relating to the School that may involve each other's employees to the extent necessary to promptly and accurately complete any such investigation.

### 15. FEES FOR SERVICE AND FINANCIAL MATTERS.

15.1. Payment for External Operation Services. External Operator will perform services described herein for the purpose of improving student achievement and the School's grade for the following year. External Operator will be paid \$498,000 for these services. However, the final 33% of the contract value \$164,340 may not be paid until and unless the External Operator demonstrates that the school has achieved evidence of increased proficiency and/or growth measures and achievement of Florida Benchmarks of Excellent Student Thinking (BEST) standards when released. External Operator has the right to re-examine this clause upon release of the FLDOE FAST performance evaluation explanation and execute a mutually agreed upon measure through an amendment to this Contract. The increased proficiency and growth measure agreed to by the parties must satisfy the requirements under



s.1008.33(4). If the parties cannot agree to a measure, either party can terminate this Contract as provided in Section 17 or otherwise herein and no further payment is due under this contract.

If the services of External Operator do not result in mutually agreed upon evidence of improvement as provided by the executed amendment, the payment due to the External Operator under this Contract is reduced by One Hundred Sixty-Four Thousand, Three Hundred Forty dollars (\$164,340). Accordingly, the District will withhold \$164,340 until after release of the School's performance for the 2022-2023 school year and will pay the balance Three Hundred Thirty Thousand, Six Hundred and Sixty Dollars (\$333,660) in ten (10) equal monthly installments of \$33,366 on the fifteenth day of each month beginning September 15, 2022. The \$164,340 holdback will be paid within forty-five (45) days after the School's receipt of evidence of increased proficiency and/or growth measures and achievement of BEST standards as reported by the FLDOE for the 2022-2023 school year.

- 15.2. Fee Schedule. In addition to the External Operator Fees, if applicable, External Operator will be paid fees for the services provided pursuant to this Contract according to the Implementation Plans attached hereto as Exhibit A and incorporated herein for additional services requested.
- 15.3. <u>Place of Payment</u>. All fee payments shall be made payable to External Operator and sent to the Official Notice address set forth herein.
- 15.4. <u>Governmental Grants</u>. To the extent that governmental grant opportunities become available for the benefit of the School, the Parties shall reasonably cooperate in attempting to obtain such grant funds.
- 16. <u>Shared Oversight of School</u>. The District and External Operator mutually agree to the following assurances:
  - 16.1.1. <u>Mutual Accountability</u>. The District and External Operator will maintain open and honest communication and continue to work together through the Executive Action Team to share progress updates and take responsibility resolve any impediments to implementation.
  - 16.1.2. <u>Principal Participation in Coaching.</u> The school's principals will continue to participate in all coaching sessions provided by the External Operator. Such coaching sessions will be mandatory for both the District and the External Operator, and the District will avoid tasking the school's principals with activities that cause the principals to miss scheduled coaching sessions. The External Operator will ensure that all coaching sessions take place as scheduled.
  - 16.1.3. Evaluation of the Principal. In addition to the District's regular school leader evaluation metrics, evidence of principals' completion of monthly Action Board items will be used to evaluate effectiveness.
  - 16.1.4. Selection and Replacement of the Principal or Assistant Principal(s). The District and the External Operator 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. Should the school's principal leave the position, the District will consider appointing, if fully qualified, the school's assistant principal who will be fully conversant with the school's model. The District will consult with the External Operator about the



- selection of the school's successor principal and assistant principal. The District and the External Operator 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.
- 16.1.5. <u>Selection of PLC Leaders and School-based Coaches</u>. The schools' principals will consult with the External Operator about the selection and placement of PLC leaders and school-based coaches. The schools will endeavor to appoint, if fully qualified, teacher leaders from the schools who will be fully conversant with the schools' model.
- 16.1.6. <u>Coaching, PLC, and MTSS Models</u>. The schools will use the External Operator's coaching and PLC models, and the District MTSS model.
- 16.1.7. <u>Tutoring</u>. The schools' teachers will continue to provide tutoring to accelerate their students' learning growth.
- 16.1.8. <u>Attendance at Annual Building Expertise Conference</u>. The schools will continue to send teams to the External Operator's Building Expertise conference during each of the remaining years of the Contract.
- 16.1.9. <u>Changes District Leadership</u>. The work described in this Contract, either as a statutorily-mandated external operator model or Schools for Rigor model, will continue through any changes in the District's superintendent or school board. A newly appointed or elected superintendent will receive an orientation to the Schools for Rigor model from the External Operator.
- 16.2. <u>All Other Provisions Remain the Same</u>. Except as specifically modified in this Section, all other Provisions of this Contract will remain the same and will be binding on the Parties after the Contract reverts to a Schools for Rigor model.

### 17. TERMINATION.

- 17.1. Termination Rights of Both Parties. Either Party may terminate this Contract in the event that the other Party fails to remedy a material breach of this Contract within thirty (30) days after written notice by the non-breaching Party of such breach unless the non-breaching Party agrees to a longer time period for the cure. If the material breach would affect the health, safety or welfare of students or is not reasonably capable of being cured, then no such notice and opportunity to cure shall be required.
- Termination Based on Failure to Improve to School Grade of "C" or Higher in Two School Years. Pursuant to Section 1008.33(4)(d), Florida Statutes, if the School does not improve to a grade of "C" or higher based on the administration of the FAST in the 2022-23 or 2023-24 School Years, the District will be required to select another turnaround option for the School, unless the state board determines that the School is likely to improve to a grade of "C" or higher if additional time is provided to implement the External Operator option. The District will prepare a request for extension for State Board approval if, in District's and External Operator's judgment, the School is likely to improve its grade to "C" or higher within one additional year. If the School does not improve to a "C" or higher within said additional time period, this Contract will terminate at the end of that school year.
- 17.3. <u>Termination by Mutual Written Consent</u>. This Contract may be terminated by mutual consent of both Parties, without penalty to either Party, which such termination to be effective at such time, and upon such other terms, as set forth in such written consent.
- 17.4. <u>Change in Applicable Law</u>. If any change in law is enacted after the Effective Date that will have a material adverse effect on the ability of any Party to carry out its



obligations under this Contract, or which change the obligations of either Party with respect to the matters addressed in this Contract, such Party will, at its election and upon written notice to the other Party, request renegotiation of this Contract for purpose of complying with such changes in the law, with any such renegotiation to be undertaken in good faith. If the Parties are unable to renegotiate and agree upon revised terms within thirty (30) days after such notice of renegotiation, then this Contract shall be terminated effective at the end of the fiscal year in which such notice was given.

- 17.5. <u>Effect of Termination</u>. In the event of termination under this Contract, each Party's obligations to the other with respect to the School shall terminate, and no further payments for services not provided past the termination date will be required.
- 18. <u>INTELLECTUAL PROPERTY</u>. Each of the Parties shall own its own intellectual property including without limitation all trade secrets, processes, techniques, research, proprietary data, and materials in any format. The Parties acknowledge and agree that neither has any intellectual property interest nor claims in the other Party's proprietary materials. Any research, materials, processes, or techniques created or used by External Operator for or at the School shall be the intellectual property of External Operator. During the Term of this Contract, External Operator grants a non-exclusive license to the District to use such Intellectual Property.
- 19. <u>PUBLIC RECORDS</u>. External Operator will comply with the requirements of Section 119.0701, Florida Statutes with respect to any records maintained solely by the External Operator relating to the School and which are subject to the Florida Public Records Act.
- 20. INSURANCE.
  - 20.1. The District agrees to provide the following proof of insurance:
    - 20.1.1. Errors and Omissions coverage to include prior acts, sexual harassment, civil rights and employment discrimination, breach of contract, insured versus insured, consultants and independent contractors and with minimum policy limits of \$2,000,000.00. The insurance shall be subject to a maximum deductible not to exceed \$25,000 per claim. If the insurance is on a claimsmade basis, the District shall maintain, without interruption, the Professional Liability Insurance until three (3) years after termination of this Contract;
    - 20.1.2. General liability coverage written on an occurrence form with minimum policy limits of \$1,000,000.00 per occurrence and an aggregate limit of \$2,000,000.00;
    - 20.1.3. Business automobile coverage with the same limits as general liability.
    - 20.1.4. Property Insurance. Property insurance shall be secured for buildings and contents at the Facility. Property Insurance coverage for the "Building" includes the structure, including permanently installed fixtures, machinery and equipment, outdoor fixtures, and personal property to service the premises. Insurance coverage for "Contents" shall include all furniture, fixtures, equipment and machinery used in the School. The insurance must be sufficient to provide for replacement of property.
    - 20.1.5. Workers' Compensation Coverage. The District agrees to provide adequate Workers' Compensation insurance coverage as required by law.
    - 20.1.6. <u>Fidelity Bond/Crime Coverage</u>: Employees Dishonesty/Crime Insurance for all employees, including Faithful Performance of duty coverage for the School's administrators/principal with an insurance carrier authorized to do



business in the State of Florida and coverage shall be in the amount of no less than one million (\$1,000,000) dollars per loss /two million (\$2,000,000) dollars annual aggregate. In lieu of Employee Dishonesty/Crime Insurance, Fidelity Bond coverage of equal coverage amount will be accepted.

- 20.2. Applicable to All Insurance Provided by the District
  - 20.2.1. Proof of Insurance and Maintenance of Insurance. No later than 30 days following the Effective Date, and for each year thereafter, the District shall furnish External Operator with fully completed certificates of all insurance policies, signed by an authorized representative of the insurer(s) confirming the coverage begins by July 1 of each year. The certificates shall be issued to the External Operator and name the External Operator as an additional insured. Until such time as the insurance is no longer required to be maintained by the District, the District shall provide the External Operator evidence of the renewal or replacement of the insurance no less than thirty (30) days before expiration or termination of the required insurance for which evidence was provided. The evidence of insurance shall provide that the External Operator be given no less than sixty (60) days written notice prior to cancellation.
  - 20.2.2. Other Coverages. The insurance provided by the District shall apply on a primary basis, and any other insurance or self-insurance maintained by the External Operator or its member, officers, employees, or agents, shall be in excess of the insurance provided by or on behalf of the District.
  - 20.2.3. <u>Deductibles/Retention</u>: Except as otherwise specified, the insurance maintained by the District shall apply on a first-dollar basis without application of deductible or self-insurance retention.
  - 20.2.4. <u>Liability and Remedies</u>: Compliance with the insurance requirements of this Contract shall not limit the liability of the District, its subcontractors, its subsubcontractors, its employees or its agents to the External Operator or others. Any remedy provided to the External Operator or its member, officers, employees, or agents by the insurance shall be in addition to and not in lieu of any other remedy available under the Contract or otherwise.
  - 20.2.5. <u>Subcontractors</u>: The District shall require its subcontractors and its subsubcontractors to maintain any and all insurance required by law.
  - 20.2.6. <u>Waiver of Subrogation</u>: All policies will be endorsed for waiver of subrogation in favor of the External Operator.
  - 20.2.7. <u>Defense Outside the Limits</u>: Whenever possible, coverage for School Leader's Errors and Omission and Sexual Abuse Liability policies should be written with "Defense Costs outside the limits". This term ensures that limits are available to pay claims rather than having attorney's fees erode the available claim dollars.
  - 20.2.8. Failure to secure and continuously maintain all insurance listed in this Section 20 without cure after written notice above will constitute grounds for termination of this Contract.

### 21. INDEMNIFICATION.

21.1. By District. To the extent that sovereign immunity has been waived by the Florida Legislature, the District agrees to indemnify and hold harmless the External Operator, its member, officers, employees and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees and



costs, arising out of, connected with or resulting from: (a) the negligence, intentional wrongful act, misconduct or culpability of the District's board members, employees or other agents in connection with and arising out of the operation of the School, including without limitation, premises liability, liability for negligent supervision and retention of employees, employer liability; (b) the District's violation of State or Federal law; and (c) any failure by the District to pay its own or the School's suppliers or any subcontractors. In addition, the District shall indemnify, protect, and hold the External Operator harmless against all claims and actions brought against the External Operator by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine, or appliance used by the School, except when External Operator supplied, or required District to use that material, process, machine, or appliance. The District shall not indemnify Sponsor for intentional or negligent conduct of External Operator's employees.

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

### 22. GENERAL AND MISCELLANEOUS PROVISIONS

- 22.1. <u>Entire Agreement</u>. This Contract governs the entire agreement between the Parties as it relates to the School. All prior representations, understandings, and agreements, whether written or oral, are superseded and replaced by this Contract.
- 22.2. Governing Law; Venue; Waiver of Jury Trial. The laws of the State of Florida will govern this Contract, its construction and the determination of any rights, duties and remedies of the Parties arising out of or relating to this Contract, with venue lying within the county where the School is located



- 22.3. Conflict of Interest. Parties shall not directly employ or contract with each other's individual officers, owners, employees, directors, or agents during the term of this agreement. External Operator certifies that its owner, officers, directors, or agents or members of their immediate family do not have an employee relationship or other material interest with the District.
- 22.4. <u>Binding Effect; Counterparts</u>. This Contract shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. This Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument.
- 22.5. Official Notices. All notices and other communications required by the terms of this Contract will be in writing and sent to the Parties hereto at the addresses set forth below (and such addresses may be changed upon proper notice to such addresses). Notice may be given by: (i) certified or registered mail, postage prepaid, return receipt requested, (ii) facsimile (with confirmation of transmission by sender's facsimile machine) or (iii) personal delivery. Notice will be deemed to have been given two days after mailing or on the date of personal delivery or on the date of transmission of a facsimile if on a business day during normal business hours (or, if not, the first business day thereafter). The addresses of the Parties are:

To EXTERNAL OPERATOR: Learning Sciences FLEO28, LLC Attention: Michael Toth

175 Cornell Road, Suite 18 Blairsville, PA 15717 (724) 459-2100 (Office) (724) 459-6373 (Fax)

E-Mail: mtoth@learningsciences.com

### To DISTRICT:

Corey A. Murphy, General Manager Procurement Services 901 E. Kennedy Boulevard Tampa, Florida 33602 813.272.4327

E-Mail: corey.murphy@hcps.net

22.6. <u>Assignment</u>. This Contract shall not be assigned by either Party without the prior written consent of the other Party.

- 22.7. <u>Amendment</u>. This Contract will not be altered, amended, modified, or supplemented except in a written document approved by both Parties.
- 22.8. Waiver. No waiver of any provision of this Contract will be deemed to be, nor will constitute a waiver of any other provision, nor will such waiver constitute a continuing waiver unless otherwise expressly stated in writing. The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the provisions of this Contract shall not be construed as a waiver or relinquishment of said term or provision, and the same shall continue in full force and effect.
- 22.9. Severability. If any provision or any part of this Contract is determined to be unlawful, void, or invalid, that determination shall not affect any other provision or any part of any other provision of this Contract, and all such provisions shall remain in full force and effect.
- 22.10. <u>Attorneys' Fees and Costs</u>. In addition to any other remedy provided for herein, the predominantly non-prevailing party in any litigation arising out of, or relating to, this Contract shall pay all reasonable costs and expenses (including reasonable attorneys' fees) incurred by the predominately prevailing party in successfully enforcing any covenant or obligation imposed by this Contract against, or collecting any amounts



- payable under or pursuant to this Contract from, the predominantly non-prevailing party in such litigation.
- 22.11. No Third-Party Rights. This Contract is made for the sole benefit of the Parties, and their affiliates, successors, and assigns. Except as otherwise expressly provided, nothing in this Contract will create or be deemed to create a relationship between the parties to this Contract, or either of them, and any third person, including a relationship in the nature of a third-party beneficiary or fiduciary.
- 22.12. <u>Headings and Captions/Interpretation</u>. The headings and captions included in this Contract have been included only for convenience and shall not affect or be taken into account in the interpretation of this Contract.
- 22.13. <u>Successors and Assigns</u>. This Contract will be binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns.
- 22.14. Impossibility. Neither Party shall be in default of this Contract, if the performance of any or all of this Contract is prevented, delayed, hindered, or otherwise made impracticable or impossible by reason of any strike, flood, hurricane, riot, fire, explosion, war, act of God, sabotage or any other casualty or cause beyond either Party's control, and which cannot be overcome by reasonable diligence and without unusual expense.

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

"EXTERNAL OPERATOR"

"DISTRICT"

Learning Sciences FLEO28, LLC	The School Board of Hillsborough Count	
Michael toth	FL	
Michael Toth By:		
Its: CEO	By:	
	IIS:	



### Exhibit A – Implementation Plan Options for 2023-24

### Option 1 - External Operator (Year 2)

### School Year Supports: LSI continues primary school oversight of all school operations:

- Primary responsibility for all school academic programs
- · Assignment, reassignment, coaching and evaluation of school personnel
- Identification, training, and coaching of professional learning community leaders
- Student academic assessment
- Monthly scientific metrics including surveys, data analysis and reporting
- Public relations support
- Monthly project review meetings
- LSI dedicated Faculty and Leadership Coach resources

### **School Leadership Coaching**

- Executive coaching for 100 days with the principal to continue developing strong, systemic conditions supportive of rigorous teaching and learning, includes:
  - O Year 2 District Kickoff to launch project and partnership with stakeholders
  - o Year 2 Designing Implementation
  - o Continuance of Rigor Diagnostics delivered each quarter
  - o Conditions Walks and/or RigorWalks administered every other week, as needed
  - Monthly Executive Action Team Meetings with project reviews to address barriers and impediments to project success

### **Coaching for Implementation**

- Dedicated faculty coaching for 112 days including, but are not limited to, targeted professional development and coaching for teachers and PLCs
- Targeted professional development and coaching for teachers including, but not limited to:
  - o Academic Teaming 301: Step Back from Your Student-led Teams
  - o Academic Teaming 401: Deepen Student Team Autonomy
  - O Deepening classroom conditions and routines supportive of rigorous learning
  - Ongoing ELA and math actions to achieve the standards
  - o Continued standards-based alignment of learning targets and tasks
  - o Teacher verification and feedback to students on attainment of learning targets
- Deepening coaching to Strengthen PLCs:
  - Effective functioning of PLCs focused on student evidence of learning
  - Collegial learning, peer coaching, and professional growth both as a team and as individual practitioners

#### **Dedicated Resources**

- Project leadership and supervision, program management, monthly support and management of project activities, data analysis, logistics, and reporting
- Academic Teaming Toolkits, 1 set per teacher for each professional learning day, 2 days
- Professional resources (books) for all Staff
  - o 2023-24 School Improvement Title TBA, Books for all staff
- Building Expertise 2024 Conference, registration for two attendees and one complimentary registration



### **Integrated Technology Tools**

Continued use of the LSI Tracker platforms to measure growth in school leadership effectiveness
and teaching practice, to include annual licenses for: LSI Trend Tracker for principals, LSI
Student Evidence Tracker for students, and LSI Growth Tracker for teachers and teacher teams

## Option 2: District-Managed Turnaround (Year 2) School Leadership Coaching

- Executive coaching for 60 days with the principal to continue developing strong, systemic conditions supportive of rigorous teaching and learning, includes:
  - Year 2 District Kickoff to launch project and partnership with stakeholders
  - o Year 2 Designing Implementation
  - Continuance of Rigor Diagnostics delivered each quarter
  - o Conditions Walks and/or RigorWalks administered every other week, as needed
  - Monthly Executive Action Team Meetings with project reviews to address barriers and impediments to project success

### **Coaching for Implementation**

- Dedicated faculty coaching for 60 days including, but are not limited to, targeted professional development and coaching for teachers and PLCs
- Targeted professional development and coaching for teachers including, but not limited to:
  - o Academic Teaming 301: Step Back from Your Student-led Teams
  - o Academic Teaming 401: Deepen Student Team Autonomy
  - o Deepening classroom conditions and routines supportive of rigorous learning
  - Ongoing ELA and math actions to achieve the standards
  - O Continued standards-based alignment of learning targets and tasks
  - o Teacher verification and feedback to students on attainment of learning targets
- Deepening coaching to Strengthen PLCs:
  - o Effective functioning of PLCs focused on student evidence of learning
  - Collegial learning, peer coaching, and professional growth both as a team and as individual practitioners

### **Dedicated Resources**

- Project leadership and supervision, program management, monthly support and management of project activities, data analysis, logistics, and reporting
- Academic Teaming Toolkits, 1 set per teacher for each professional learning day, 2 days
- · Professional resources (books) for all Staff
  - o 2023-24 School Improvement Title TBA, Books for all staff
- Building Expertise 2024 Conference, registration for two attendees and one complimentary registration

### **Integrated Technology Tools**

Continued use of the LSI Tracker platforms to measure growth in school leadership effectiveness
and teaching practice, to include annual licenses for: LSI Trend Tracker for principals, LSI
Student Evidence Tracker for students, and LSI Growth Tracker for teachers and teacher teams



## Appendix B - Detailed Scope of Work

The following description of services provides a comprehensive menu of solutions LSI can offer for partnership schools. During a school year, the LSI coach will collaborate with district building leadership to determine which services should be implemented. Not every service listed will be implemented within a single school year; however, those components shown in bold font are guaranteed to be implemented within the partnership year.

Component	Teacher Component Description	Leader Component Description
SIMM SYSTEM: LEAD	PERSHIP	
Designing Implementation	N/A	Facilitated by an LSI School Leadership Coach, Designing Implementation is a full-day session that includes district and school leaders convening to discuss desired outcomes and a recommended process for targeted professional development and strategic coaching supports. Using the Team Diagnostic Survey, teams will assess and re-launch prior to engaging in coaching around the work. The goal of this planning day is to ensure a successful launch of the school leadership team and set criteria for successful school improvement, including the identification of specific expectations for all stakeholders. Principals and school leadership teams will receive a Quick Start Success Toolkit with resources that will support implementation, including communication templates for faculty and the community, sample action boards, SIMM worksheet, sample leadership coaching agendas, professional learning articles, podcasts, and videos from principals who have done this work.
Team Diagnostic Survey #1	N/A	School leadership teams will take the initial Team Diagnostic Survey, a research-based instrument that measures the conditions in place within a team prior to the team receiving coaching. The school leadership team will assess, re-launch, and be coached as it works together to implement school turnaround.
Action Board Planning and Daily Stand-up	Through the support of an LSI Faculty Coach and school-based instructional coach, participants will receive an overview of the action board concept and daily stand-up, as well as how its use drives the successful implementation of the school's action plan. As the school year progresses, PLC leaders and instructional coaches will adopt use of their action board and daily stand-up to drive ongoing improvement.	Through the support of an LSI School Leadership Coach, principals and leadership teams will develop an action board that focuses on the most important activities of the team and validates the data present in the LSI Trend Tracker. The action board is a visible tool that provides urgency and focus, guiding the leadership team in implementing and monitoring the systems that lead to a strong leadership team. Leadership teams will also establish a daily stand-up -a daily, focused meeting (5-15 minutes) where team members share observed implementation of the action plan. Coaching will include how to use the daily stand-up to problem-solve impediments.
LSI Trend Tracker: Conditions Walk	Through the support of an LSI Faculty Coach and school-based instructional coach, participants will explore the LSI Conditions Walk elements and rubric, as well as how the Conditions Walk is used in supporting the improvement of conditions for learning across the school and within individual classrooms. Conditions Walk data will be shared within PLCs as a means to ensure focus remains on ensuring strong conditions for rigorous learning schoolwide.	Through the support of an LSI School Leadership Coach, principals and leadership teams will use the Conditions Walk within the LSI Trend Tracker to continue measuring building wide trends in conditions that affect instruction. Coaching will involve the use of the Conditions Walk to monitor growth along with the Conditions component of the SIMM.



Component	Teacher Component Description	Leader Component Description
	N/A	Each quarter, the LSI School Leadership Coach will
		conduct a Rigor Diagnostic, an on-site analysis of critical
		components of rigor and autonomous student learning,
		including Conditions for Learning Rigorous Standards,
		Standards-Based Student Evidence, Activating Student
LSI Trend Tracker:		Teams to Achieve the Standard, Verify Learning to Take
Rigor Diagnostic		Action Within a Lesson, and Tracking Student Progress Toward Standards. Rigor Diagnostics will be conducted
		to ensure calibration of metrics in school improvement
		and to document a school's progress as it matures and
		grows along the School Instructional Maturity Model
		(SIMM) continuum.
	N/A	School leadership teams will take the Team Diagnostic
Team Diagnostic	•••	Survey a second time to measure the annual growth of
Survey #2		the team as they complete their first year of work
•		together focused on school turnaround.
	N/A	Prior to the implementation of an External Operator
		partnership, each partnership school will receive a
		School Comprehensive Needs Assessment (SCNA). The
School		SCNA is a full inspection and analysis of operations,
Comprehensive		leadership, instruction, and curriculum at the school.
Needs Assessment		The intention of the needs assessment is to inform
(SCNA)		immediate action, as well as plans for the coming year,
		identifying both strengths and areas for growth, and to
		assist the district in identifying specific needs for
		additional support.
	N/A	Through the support of an LSI School Leadership Coach,
		principals and leadership teams will develop a quarterly
Quarterly		update for the External Operator partnership that will
Community		be shared with the community. Coaching and technical
Meeting: The		assistance related to implementation progress, student
External Operator		achievement data, condition data, and teacher and
Partnership		student success stories will be provided. Additional
,,		coaching related to integrating community partners and
		wraparound services will also be included. Marketing and graphics assistance will be provided.
		Through the support of an LSI School Leadership Coach,
	N/A	principals and leadership teams will receive technical
		assistance related to designing campaigns and events to
		engage the community. Coaching related to aligning
Community		school-wide initiatives with specific existing and
Engagement:		potential partners will be provided. Principals and
Designing a		leadership teams will develop a community partner
Community		outreach plan to engage local employers, non-profits,
Partner Outreach		and faith-based organizations to become involved in the
Program		support of the school, including hosting summer
		workshops for teachers to help them learn more about
		available community resources. Marketing and graphics
		assistance will be provided.
	N/A	Through the support of an LSI School Leadership Coach,
	***	principals and leadership teams will receive technical
		assistance related to site-based budgeting, including
Technical		effective and integrated uses of Title I, Part A; Title I
Assistance: Site-		Parental Involvement; Title II; Title III; Title IV; and other
Based Budgeting		federal and state grant funds. Coaching relative to
and Federal Funds		return on investment will also be provided with a
		specific emphasis on the percentage of students exiting
		interventions directly funded by various sources.
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Developing Family- Friendly Customer Service	Through the support of an LSI Faculty Coach and school-based instructional coach, participants will receive technical assistance related to establishing regular communications between school and home, including monthly calls from teachers, home visits, weekly newsletters, and website updates. Additional coaching related to reporting student progress toward meeting the standards will be provided.	Through the support of an LSI School Leadership Coach, principals and leadership teams will create a welcome center or help desk for parents/school visitors, develop a protocol for establishing regular communications between school and home, including monthly calls from teachers, home visits; weekly newsletters, and website updates. Additional coaching related to reporting student progress toward meeting the standards will be provided. Coaching related to the effective use of a parent liaison and volunteers will also be provided. Technical assistance related to the development of a parent handbook that provides links to community services and resources available will also be provided.
Growing the School Advisory Council (SAC) and Parent-Teacher Association (PTA)	Through the support of an LSI Faculty Coach and school- based instructional coach, participants will receive technical assistance related to best practices for building relationships with parents and the community. Coaching related to the home-school connection, outreach strategies, and promoting volunteers will be provided.	Through the support of an LSI School Leadership Coach, principals and leadership teams will receive technical assistance related to creation and/or expansion of the School Advisory Council (SAC) and Parent-Teacher Association (PTA). Coaching will be provided relative to the utilization of annual parent survey results to refine family and community engagement activities and communication.
Leveraging Social Media to Enhance Family and Community Engagement	Through the support of an LSI Faculty Coach and school-based instructional coach, participants will receive technical assistance related to using social media to communicate with parents and the community effectively and efficiently. Coaching will include various strategies for communicating the content and student mastery of standards through various platforms. Best practices for student privacy and communication will be provided. Note: This support is provided only in projects where district and school approval are provided.	Through the support of an LSI School Leadership Coach, principals and leadership teams will receive technical assistance related to using social media to communicate with parents and the community effectively and efficiently. Coaching will include various strategies for communicating the day-to-day events, activities, and positive publicity through various platforms. Best practices for student privacy and communication will be provided. Note: This support is provided only in projects where district and school approval are provided.
SIMM SYSTEM: CON		
School Culture Survey	The School Culture Surveys provide data to better understand the culture of a school and how quality instruction can be better provided to students.  Following the administration of the fall and spring surveys, data will be analyzed, and a building-level report is generated on the elements of the survey. Through the support of an LSI School Leadership Coach, building leadership will receive coaching to support next moves and respond to results for ongoing development of the school leader and teams.	The School Culture Surveys provide data to better understand the culture of a school and how quality instruction can be better provided to students.  Following the administration of the fall and spring surveys, data will be analyzed, and a building-level report is generated on the elements of the survey. Through the support of an LSI School Leadership Coach, building leadership will receive coaching to support next moves and respond to results for ongoing development of the school leader and teams.
School-wide Discipline Systems	Through the support of an LSI Faculty Coach and school- based instructional coach, participants will review and analyze prior-year behavior data and conduct a root cause analysis. Coaching will include alternatives to out- of-school suspension, existing behavior frameworks and discipline plans, data entry protocols, behavior definitions, and response protocols.	Through the support of an LSI School Leadership Coach, principals and leadership teams will participate in the review and analysis of prior-year behavior data and conduct a root cause analysis. Coaching will include alternatives to out-of-school suspension, existing behavior frameworks and discipline plans, data entry protocols, behavior definitions, and response protocols.
Developing a PBIS Team	N/A	Through the support of an LSI School Leadership Coach, principals will determine staff peer leaders to be responsible for the design and implementation of PBIS strategies across the school. This team will regularly seek feedback and implementation ideas from all stakeholder groups and ensure behavior supports result in a safe and positive school climate for everyone, including those from marginalized populations.



Expectations and Rules for School- wide Systems	Through the support of an LSI Faculty Coach and school-based instructional coach, participants will work together to create school-wide behavior expectations and a behavior matrix that aligns to the school culture. Coaching will include guidance related to ensuring the plan results in a system that allows students to be safe, engaged, connected, and supported in their classrooms.	Through the support of an LSI School Leadership Coach, principals and leadership teams will participate in the creation of school-wide behavior expectations and a behavior matrix that aligns to the school culture. Coaching will include guidance related to ensuring the plan results in a system that allows students to be safe, engaged, connected, and supported in their classrooms.
Generating Faculty Commitment	Through the support of an LSI Faculty Coach and school- based instructional coach, participants will develop buy- in strategies and a system for involving faculty in establishing goals for developing conditions for learning. Coaching will include techniques for talking so people will listen, obtaining staff feedback, and sharing data.	Through the support of an LSI School Leadership Coach, principals and leadership teams will participate in the development of buy-in strategies and a system for involving faculty in establishing goals for developing conditions for learning. Coaching will include techniques for talking so people will listen, obtaining staff feedback, and sharing data.
Teaching Expectations and Rules	Through the support of an LSI Faculty Coach and school-based instructional coach, participants will develop a plan for implementing a school-wide conditions system. Schedules for implementation will be developed with important component timelines and check points.	Through the support of an LSI School Leadership Coach, principals and leadership teams will participate in the development of a plan for implementing a school-wide conditions system. Schedules for implementation will be developed with important component timelines and check points.
Supporting Classroom Systems: -Classroom Foundations and Strategies -Classroom Tools -Classroom Problem-Solving	Through the support of an LSI Faculty Coach and school-based instructional coach, participants will develop a plan for implementing classroom systems aligned with the school-wide conditions plan. Coaching will include the development of plans and creation of a toolbox of resources to support classroom systems. Ongoing coaching for problem solving classroom issues is included.	Through the support of an LSI School Leadership Coach, principals and leadership teams will participate in the development of a plan for implementing classroom systems aligned with the school-wide conditions plan. Coaching will include the development of plans and creation of a toolbox of resources to support classroom systems. Ongoing coaching for problem solving classroom issues is included.
Embedded Coaching in the Classroom	Through the support of an LSI Faculty Coach and school-based instructional coach, participants will develop a multi-tiered approach for supporting teachers as they demonstrate a need for coaching related to conditions for learning. Coaching will include a plan for transitioning the principal and other leadership team members from being initial responders to being resources for teachers in addressing behavior issues.	Through the support of an LSI School Leadership Coach, principals and leadership teams will participate in the development of a multi-tiered approach for supporting teachers as they demonstrate a need for coaching related to conditions for learning. Coaching will include a plan for transitioning the principal and other leadership team members from being initial responders to being resources for teachers in addressing behavior issues.
Data Entry, Analysis, and Planning	Through the support of an LSI Faculty Coach and school- based instructional coach, participants will identify methods for data collection and monitoring as well as tools and resources to support this process. Coaching will include how to use conditions data in the action boarding process and the planning of next steps.	Through the support of an LSI School Leadership Coach, principals and leadership teams will identify methods for data collection and monitoring as well as tools and resources to support this process. Coaching will include how to use conditions data in the action boarding process and the planning of next steps.
Evaluating Progress	Through the support of an LSI Faculty Coach and school- based instructional coach, grade-level teams will utilize a data collection protocol every six weeks to determine the effectiveness of the conditions support plan. Coaching will include developing the capacity of team members to evaluate if expectations are defined, behavioral expectations taught, how effective the system is ensuring responses to behavioral violations, and the efficiency of monitoring and decision-making.	Through the support of an LSI School Leadership Coach, principals and leadership teams will utilize a data collection protocol every six weeks to determine the effectiveness of the conditions support plan. Coaching will include developing the capacity of team members to evaluate if expectations are defined, behavioral expectations taught, how effective the system is ensuring responses to behavioral violations, and the efficiency of monitoring and decision-making.



Strengthening Campus Operations to Support Conditions for Learning	N/A	Through the support of an LSI School Leadership Coach, principals and leadership teams will receive technical assistance relative to transportation, food services, facilities, playground and physical education areas, information technology, safety/security, and student supervision. Coaching is focused on the development of systems to achieve efficiencies and the allocation of available resources.
Identifying and Grouping Students with Moderate Behavior Needs	Through the support of an LSI Faculty Coach and school-based support staff, grade-level or subject-area teams will receive coaching that includes strategies for using support staff (i.e., guidance counselor, social worker, school psychologist, behavior specialist) to provide wrap-around services for students demonstrating the need for increased supports. Coaching will also be provided related to the use of small-group intervention for common behavioral needs.	Through the support of an LSI School Leadership Coach, principals and leadership teams will receive coaching that includes strategies for using support staff (i.e., guidance counselor, social worker, school psychologist, behavior specialist) to provide wrap-around services for students demonstrating the need for increased supports. Coaching will also be provided related to the use of small-group intervention for common behavioral needs.
Planning Evidence- Based Supports	Through the support of an LSI Faculty Coach and school-based support staff, grade-level or subject-area teams design and implement a sustainable and thoughtful recognition and rewards system to drive positive student behaviors. Coaching will involve spending time diving into the elements of effective recognition and rewards systems, as well as soliciting student input during the development of the program.	Through the support of an LSI School Leadership Coach, principals and leadership teams will implement a sustainable and thoughtful recognition and rewards system to drive positive student behaviors. Coaching will involve spending time diving into the elements of effective recognition and rewards systems.
Progress Monitoring and Evaluation	Through the support of an LSI Faculty Coach and school-based instructional coach, grade-level or subject-area teams will collect and analyze data on a regular basis as a means to monitor the progress of a school's conditions for learning. Coaching will involve developing different strategies to allow the team to intervene more effectively when determining whether an intervention is being provided accurately. Focus will be placed on developing more individualized interventions.	Through the support of an LSI School Leadership Coach, principals and leadership teams will collect and analyze data on a regular basis as a means to monitor the progress of a school's conditions for learning. Coaching will involve developing different strategies to allow the team to intervene more effectively when determining whether an intervention is being provided accurately. Focus will be placed on developing more individualized interventions.
Intensive Support Plans – Person- Centered Planning	Through the support of an LSI Faculty Coach and school-based support staff, grade-level or subject-area teams will refine the current conditions for learning support plans to provide more focus on individual needs of students. Additional coaching will be provided related to the use of community-based support organizations as a means to develop a community school to support students.	Through the support of an LSI School Leadership Coach, principals and leadership teams will refine the current conditions for learning support plans to provide more focus on individual needs of students. Additional coaching will be provided related to the use of community-based support organizations as a means to develop a community school to support students.
SELF-CARE - Addressing Adult SEL Needs During Challenging Times	Through the support of a Faculty Coach and by using SELF-CARE as an acronym, participants will be guided through a series of 8 daily tips within S-E-L-F-C-A-R-E-to pinpoint areas to engage in self-care practices. Participants will learn the ways in which caring for self ultimately influences teacher and student performances. Participants will also set Self-Care goals and commit to incorporating self-care practices in their daily routines.	Through the support of an LSI Leadership Coach and Faculty Coach and by using SELF-CARE as an acronym, principals and leadership teams will be guided through a series of 8 daily tips within S-E-L-F-C-A-R-E-to ensure that they, along with their teams, are engaging in self-care practices that address adult social emotional needs.
Self-Management - Leading and Coaching Also Means Taking Care of You	During challenging times, teachers may forget about Self-Management and managing emotions. Through the support of a Faculty Coach, participants will learn the art and balance of focusing on themselves and their students to not only regulate their emotions and manage stress, but also model and demonstrate the essential need of caring for oneself and others in the midst of crisis.	Through the support of an LSI Leadership Coach and Faculty Coach, principals and leadership teams will learn the art and balance of focusing on themselves and their teams to not only regulate their emotions and manage stress, but also model and demonstrate the essential need of caring for oneself and others in the midst of crisis.



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Leading and Coaching with Grace	Teaching in the midst of a challenge requires grace. Through a servant leadership lens and through the support of an LSI Faculty Coach participants will learn how they may incorporate the essentials of grace for their students and themselves. Suggested practices will help teachers connect with their students to tap into the existing resiliency that teachers and students share.	Leading and coaching in the midst of a challenge requires grace. Through a servant leadership lens and through the support of an LSI Leadership Coach and Faculty Coach, participants will learn the realities of student and teacher accessibility and how they may incorporate equitable practices alongside the essentials of grace for their teams and themselves.
Functional Behavior Assessments (FBA) and Behavior Intervention Plans (BIP)	Through the support of an LSI School Leadership Coach and school-based support staff, participants will develop a supportive Tier 3 PBIS system that utilizes Functional Behavior Assessments (FBAs) and function-based Behavior Intervention Plans (BIPs), including the development of tier 3 support plan, data collection tools and forms, and FBA and BIP evaluation tools.	Through the support of an LSI School Leadership Coach, principals and leadership teams will evaluate the quality of functional behavior assessments and behavior intervention plans. Coaching will center on the review of current research on the essential components for high-quality FBA/BIPs. Additional coaching will include the development of a process to ensure a student's plan is technically sound and include sufficient supports for success.
SIMM SYSTEM: COR	REINSTRUCTION	
Vision of Instruction	Through the support of an LSI Faculty Coach and school-based instructional coach, participants will embrace the new vision of instruction that was created by the school leadership team and guided by the systems of the SIMM. Early adopters will provide feedback and ideas for communicating the vision that will support the project. Coaching will focus on shifting to a growth culture where members of the leadership team transition from responding to behavioral issues to becoming instructional leaders.	Through the support of an LSI School Leadership Coach, principals and leadership teams will forge their vision of instruction guided by the systems of the SIMM. Teams will identify early adopters that will support the project. Coaching will focus on shifting to a growth culture where members of the leadership team transition from responding to behavioral issues to becoming instructional leaders.
LSI Trend Tracker: RigorWalk	Through the support of an LSI Faculty Coach and school-based instructional coach, grade-level or subject-area teams will examine the RigorWalk within the LSI Trend Tracker and how it is used to measure trends that promote growth toward rigorous learning and college and career ready students. The LSI Faculty Coach and school-based instructional coach will regularly connect the use of the RigorWalk to monitor growth along with the Core Instruction component of the SIMM. Teams will receive and discuss data from the RigorWalk as they are conducted and examine their daily actions in the overall path for next steps in learning and implementation.	Through the support of an LSI School Leadership Coach, principals and leadership teams will use the RigorWalk within the LSI Trend Tracker to measure trends that promote growth toward rigorous learning and college and career ready students. Coaching will involve the use of the RigorWalk to monitor growth along with the Core Instruction component of the SIMM. Additional coaching using data from the RigorWalk will provide leadership teams with a path for next steps in learning and implementation.
Academic Teaming 101: Student-Led Team Basics	Teachers will participate in a professional learning day delivered by an LSI Faculty Coach where they will be able to teach students to share their thinking in their teams as they work, place students in well-balanced teams, create tasks that help students share their thinking as they learn the standard/Learning Target, and monitor if students are adhering to structures and sharing their thinking and make changes if they are not. Participants will receive a Toolkit of resources, Thinking Guides, and How to Guides to support these outcomes. Time will be provided throughout the training for participants to troubleshoot and practice implementing these resources before use in the classroom with students.	Through the support of an LSI School Leadership Coach, principals and leadership teams will engage in professional learning related to academic teaming. Coaching will include a focus on developing highly functioning systems and process gains as a means to increase rigor in all classrooms. Systems will be developed around teaming, student evidences, team tasks, and an environment of autonomy. Two (2) weeks prior to the delivery of the professional learning day, an LSI School Leadership Coach will provide an overview of the content and collaboratively map out a plan for the school leadership team to support the learning during the day of delivery.



Academic Teaming Collaboration AT 101 – AT 601	Through the support of an LSI expert, teachers will:  • Create Learning Targets from standards and plan for how they will share them with students.  • Create team tasks in which students use the summarizing mat and thinking guide to structure their interactions.  • Create team tasks in which students use the Connecting New Learning mat to provide evidence at the level of the taxonomy of the standard.  • Create team tasks in which students use the Connecting New Learning mat and a high quality, complex level appropriate text.  • Create learning targets and success criteria, tasks, as well as determine the necessary evidence to know if students met the standard.	N/A
Academic Teaming 101: Coaching for Implementation (C4I)	Develop a system for examining and documenting student evidence to determine next steps.  Through the support of an LSI Faculty Coach, instructional coaches will practice coaching teachers to enhance implementation of the Toolkit resources for Student-led Team basics	Following the Academic Teaming 101: Student-Led Team Basics professional learning day, an LSI School Leadership Coach will conduct Coaching for Implementation (C4I) visits with the principal and leadership team members to provide feedback to teachers on their implementation. Feedback will be shared through the LSI Growth Tracker, and follow-up face-to-face sessions will be held. Instructional coaches and teachers will be invited to join C4Is to engage in peer coaching. Release time will be provided to facilitate this process.
Academic Teaming 201: First Step to Team Autonomy	Teachers will participate in a professional learning day where they will be able to teach teammates to learn from and support each other, guide teams to use resources to be more independent, develop tasks that help students learn from each other at the level of the taxonomy of the standard, and coach those students who are not learning. Participants will receive a Toolkit of resources, Thinking Guides, and How to Guides to support these outcomes. Time will be provided throughout the training for participants to troubleshoot and practice implementing these resources before use in the classroom with students.	Through the support of an LSI School Leadership Coach, principals and leadership teams will engage in professional learning related to academic teaming. Coaching will include a focus on developing highly functioning systems and process gains as a means to increase rigor in all classrooms. Systems will be developed around teaming, student evidences, team tasks, and an environment of autonomy. Two (2) weeks prior to the delivery of the professional learning day, an LSI School Leadership Coach will provide an overview of the content and collaboratively map out a plan for the school leadership team to support the learning during the day of delivery.
Academic Teaming 201: Coaching for Implementation (C4I)	Through the support of an LSI Faculty Coach, instructional coaches will practice coaching teachers to enhance implementation of the Toolkit resources for First Steps to Team Autonomy	Following the Academic Teaming 201: First Step to Team Autonomy professional learning day, an LSI Schoo Leadership Coach will conduct Coaching for Implementation (C4I) visits with the principal and leadership team members to provide feedback to teachers on their implementation. Feedback will be shared through the LSI Growth Tracker, and follow-up face-to-face sessions will be held. Instructional coaches and teachers will be invited to join C4Is to engage in peer coaching. Release time will be provided to facilitate this process.



Structures to Maximize Student Learning	Through the support of an LSI Faculty Coach and school-based instructional coach, participants will review the master schedule and core instruction blocks to ensure instructional time is maximized. Extensive coaching related to the role of the instructional coach and support staff will be provided. Teachers will receive ongoing coaching related to time management and resources to support growth. Additional coaching related to communicating data and individual student learning gaps to before- and after-school programs will be provided.	Through the support of an LSI School Leadership Coach, principals and leadership teams will review staffing plans and the master schedule to ensure instructional time is maximized. Extensive coaching related to the use of instructional coaches and support staff will be provided. Human capital development planning will also be provided to assist principals and leadership teams as they build their teacher pipeline and onboarding processes. Additional coaching related to leveraging before- and after-school programs to accelerate student learning and closing the achievement gap will be provided.
Providing Actionable Feedback	Through the support of an LSI Faculty Coach and school-based instructional coach, participants will be introduced to a process for receiving and acting upon actionable feedback specifically related to implementation of both school-wide and classroom-level conditions systems. The coaching cycle will be introduced and explicitly taught based on differentiated needs of each teacher.	Through the support of an LSI School Leadership Coach, principals and leadership teams will develop a process for observing teachers and providing actionable feedback specifically related to implementation of both school-wide and classroom-level conditions systems.
ELA Achievement Actions	Through the support of an LSI Faculty Coach and school-based instructional coach, participants will During ELA Achievement Actions, participants learn about text complexity, high-quality questions, planning for text-specific tasks and engagement strategies. Using their own classroom texts, teachers will apply the concepts they are learning about and plan how to implement ELA Achievement Actions in everyday lessons. Participants will plan rigorous, student-driven classroom instruction while considering the knowledge and experience of their students. Collaborative planning, classroom modeling, and side-by-side coaching will be provided based on the differentiated needs of each teacher. Additional coaching may include coaching related to teacher-directed instruction, specifically ensuring instruction and materials-provide opportunities to connect acquisition of foundational skills to making meaning from reading and listening.	Through the support of an LSI School Leadership Coach, principals and leadership teams will participate in professional development and ongoing coaching support about text complexity, high-quality questions, planning for text-specific tasks and engagement strategies. They will learn what to look for to evaluate the implementation of ELA Achievement Actions in everyday lessons as well as rigorous, student-driven classroom instruction that considers the knowledge and experience of their students.
Math Achievement Actions	Through the support of an LSI Faculty Coach and school-based instructional coach, participants will learn about coherence, focus, aspects of rigor, instructional practices, productive struggle, and planning for high-demand tasks that promote math sense-making. Participants delve into key math actions and plan for implementation in everyday lessons. Standards and tasks are reviewed and analyzed to ensure alignment. Participants will gain the knowledge and skills necessary to deliver rigorous, student-driven classroom instruction.	Through the support of an LSI School Leadership Coach, principals and leadership teams will participate in professional development and ongoing coaching support about coherence, focus, aspects of rigor, instructional practices, productive struggle, and planning for high-demand tasks that promote math sense-making. They will learn what key math actions to look for to evaluate the implementation of Math Achievement Actions in everyday lessons as well as rigorous, student-driven classroom instruction



Foundational Literacy Achievement Actions	Through the support of an LSI Faculty Coach and school-based instructional coach, participants will examine the essential elements of an effective foundational literacy program in grades K-2 that will produce fluent, on-grade level readers by third grade. Using your adopted resources, ramp up your literacy instruction to ensure all students are learning to decode efficiently and comprehend complex text while developing a love of reading. Collaborative planning, classroom modeling, and side-by-side coaching will be provided based on the differentiated needs of each teacher. Additional coaching may include coaching related to teacher-directed instruction, specifically ensuring instruction and materials provide opportunities to connect acquisition of foundational skills to making meaning from reading and listening.	Through the support of an LSI School Leadership Coach, principals and leadership teams will learn about the foundational skills (phonemic awareness, phonics, fluency, decodable text) that all students need produce fluent, on-grade level readers by third grade.  Collaborative planning, classroom modeling, and side-by-side coaching will be provided based on the differentiated needs of each teacher. Additional coaching may include coaching related to teacher-directed instruction, specifically ensuring instruction and materials provide opportunities to connect acquisition of foundational skills to making meaning from reading and listening. Principals and leadership team members will receive coaching on how to provide actionable feedback around each of the components in the Foundational Literacy Achievement Actions.
Understanding Target/Task Alignment	Through the support of an LSI Faculty Coach and school-based instructional coach, grade-level or subject-area teams will use their knowledge of state ELA and math standards to implement a system for ensuring target/task alignment. Coaching will include participation in a protocol for receiving and acting upon feedback related to target/task alignment when reviewing unit and lesson plans or following classroom walkthroughs.	Through the support of an LSI School Leadership Coach, principals and leadership teams will use their knowledge of state ELA and math standards to develop a system for ensuring target/task alignment. Coaching will include developing a protocol for providing actionable feedback related to target/task alignment when reviewing unit and lesson plans.
ELA Standards: Unpacking Standards	Through the support of an LSI Faculty Coach and school-based instructional coach, participants will receive professional development related to unpacking ELA standards into Learning Targets and Success Criteria. Coaching relative to meeting rigor as it-relates to the full intent of the standard will be provided. Ongoing coaching through the PLC process, collaborative planning, and side-by-side coaching will include how to align lesson plans to standards and supporting students as they build content knowledge.	Through the support of an LSI School Leadership Coach, principals and leadership teams will participate in professional development related to unpacking ELA standards into Learning Targets and Success Criteria. Coaching relative to meeting rigor as it relates to the full intent of the standard will be provided. Coaching will be provided to principals and leadership teams on how to coach instructional coaches and PLC leaders regarding process, collaborative planning, and side-by-side coaching, specifically related to observations of aligned lesson plans to standards and supporting students as they build content knowledge.
ELA Standards: Integrating Writing	Through the support of an LSI Faculty Coach and school-based instructional coach, participants will receive professional development and coaching support relative to integrating writing within each subject area, focusing on writing to a text or texts and using correct grammar, usage, and mechanics.	Through the support of an LSI School Leadership Coach, principals and leadership teams will participate in professional development relative to integrating writing within each subject area, focusing on writing to a text or texts and using correct grammar, usage, and mechanics. Coaching will include how to identify effective writing instruction during classroom walkthroughs and how to provide actionable feedback to instructional coaches, PLC leaders, and teachers.
ELA Standards: Target/Task Alignment	Through the support of an LSI Faculty Coach and school- based instructional coach, participants will learn how to plan ELA tasks that allow students to demonstrate progress toward a standard using Learning Targets. Through the PLC process, coaching will include a focus on allowing teachers to step back from a direct instruction role to focus more time on monitoring and supporting students as they work.	Through the support of an LSI School Leadership Coach, principals and leadership teams will participate in professional development on how to plan ELA tasks that allow students to demonstrate progress toward a standard using Learning Targets. Coaching will include observation of ELA PLCs and providing actionable feedback to instructional coaches on their support of PLC leaders and teachers in ensuring target/task alignment.



ELA Standards: Instructional Focus Calendars	Through the support of an LSI Faculty Coach and school-based instructional coach, participants will receive technical assistance related to the development and use of an ELA Instructional Focus Calendar (IFC) for each grade level that is integrated with the adopted curriculum map. Coaching related to analyzing long-, mid-, and short-cycle data; statewide content focus reports; and standard sequencing will be provided on an ongoing basis. Following the administration of progress monitoring assessments, coaching related to the refinement of the IFC will be provided.	Through the support of an LSI School Leadership Coach, principals and leadership teams will receive technical assistance related to the development and use of an ELA Instructional Focus Calendar (IFC) for each grade level that is integrated with the adopted curriculum map. Coaching related to analyzing long-, mid-, and short-cycle data; statewide content focus reports; and standard sequencing will be provided on an ongoing basis. Following the administration of progress monitoring assessments, coaching related to the refinement of the IFC will be provided. Coaching will also include providing actionable feedback to PLC leaders and teachers regarding pacing and instructional adjustments.
Math Standards: Unpacking Standards	Through the support of an LSI. Faculty Coach and school-based instructional coach, participants will receive professional development related to unpacking math standards into Learning Targets and Success Criteria. Coaching relative to meeting rigor as it relates to the full intent of the standard will be provided. Ongoing coaching through the PLC process, collaborative planning, and side-by-side coaching will include how to align lesson plans to standards and supporting students as they build content knowledge. Use of Craig Barton's How I Wish I'd Taught Maths is included during coaching.	Through the support of an LSI School Leadership Coach, principals and leadership teams will participate in professional development related to unpacking math standards into Learning Targets and Success Criteria. Coaching relative to meeting rigor as it relates to the full intent of the standard will be provided. Coaching will be provided to principals and leadership teams on how to coach instructional coaches and PLC leaders regarding process, collaborative planning, and side-by-side coaching, specifically related to observations of aligned lesson plans to standards and supporting students as they build content knowledge. Principals and leadership team members may use Craig Barton's How I Wish I'd Taught Maths is included during coaching.
Math Standards; Using Manipulatives	Through the support of an LSI Faculty Coach and school-based instructional coach, participants will receive professional development and hands-on practice with implementing manipulatives during the math core block. Coaching relative to their use to introduce, practice, or remediate a concept will be provided. During lesson planning in the PLC process, participants will develop lesson plans that call for use of use manipulatives and will use them in the PLC prior to implementing them in the classroom.	Through the support of an LSI School Leadership Coach, principals and leadership teams will participate in professional development and hands-on practice with implementing manipulatives during the math core block. Coaching will be provided regarding actionable feedback during classroom walkthroughs relative to their use to introduce, practice, or remediate a concept. Additional coaching will be provided to principals and leadership team members regarding how to provide feedback to instructional coaches and PLC leaders in their efforts to promote use during lesson planning and teacher use prior to implementing them in the classroom.
Math Standards: Target/Task Alignment	Through the support of an LSI Faculty Coach and school- based instructional coach, participants will learn frow to plan math tasks that allow students to demonstrate progress toward a standard using Learning Targets. Through the PLC profess, coaching will include a focus on allowing teachers to step back from a direct instruction role to focus more time on monitoring and supporting students as they work.	Through the support of an LSI School Leadership Coach, principals and leadership teams will participate in professional development on how to plan math tasks that allow students to demonstrate progress toward a standard using Learning Targets. Coaching will include observation of Math PLCs and providing actionable feedback to instructional coaches on their support of PLC leaders and teachers in ensuring target/task alignment.



Math Standards: Instructional Focus Calendars	Through the support of an LSI Faculty Coach and school-based instructional coach, participants will receive technical assistance related to the development and use of a math Instructional Focus Calendar (IFC) for each grade level that is integrated with the adopted curriculum map. Coaching related to analyzing long-, mid-, and short-cycle data; statewide content focus reports; and standard sequencing will be provided on an ongoing basis. Following the administration of progress monitoring assessments, coaching related to the refinement of the IFC will be provided.	Through the support of an LSI School Leadership Coach, principals and leadership teams will receive technical assistance related to the development and use of a math Instructional Focus Calendar (IFC) for each grade level that is integrated with the adopted curriculum map. Coaching related to analyzing long-, mid-, and short-cycle data; statewide content focus reports; and standard sequencing will be provided on an ongoing basis. Following the administration of progress monitoring assessments, coaching related to the refinement of the IFC will be provided. Coaching will also include providing actionable feedback to PLC leaders and teachers regarding pacing and instructional adjustments.
ELA Achievement Actions	Through the support of an LSI Faculty Coach and school-based instructional coach, participants will learn about text complexity, high-quality questions, planning for text-specific tasks and engagement strategies. Using their own classroom texts, teachers will apply the concepts they are learning about and plan how to implement ELA Achievement Actions in everyday lessons. Participants will plan rigorous, student-driven classroom instruction while considering the knowledge and experience of their students.	Through the support of an LSI School Leadership Coach, principals and leadership teams will participate in professional development and ongoing coaching support about text complexity, high-quality questions, planning for text-specific tasks and engagement strategies. They will learn what to look for to evaluate the implementation of ELA Achievement Actions in everyday lessons as well as rigorous, student-driven classroom instruction that considers the knowledge and experience of their students.
Math Achievement Actions	Through the support of an LSI Faculty Coach and school-based instructional coach, participants will learn about coherence, focus, aspects of rigor, instructional practices, productive struggle, and planning for high-demand tasks that promote math sense-making. Participants delve into key math actions and plan for implementation in everyday lessons. Standards and tasks are reviewed and analyzed to ensure alignment. Participants will gain the knowledge and skills necessary to deliver rigorous, student-driven classroom instruction.	Through the support of an LSI School Leadership Coach, principals and leadership teams will participate in professional development and ongoing coaching support about coherence, focus, aspects of rigor, instructional practices, productive struggle, and planning for high-demand tasks that promote math sense-making. They will learn what key math actions to look for to evaluate the implementation of Math Achievement Actions in everyday lessons as well as rigorous, student-driven classroom instruction.
ELA and Math Standards for Instructional Leaders	N/A	Through the support of an LSI School Leadership Coach; principals and leadership teams will explore standards progressions for the state ELA and math standards. Coaching will include an in-depth examination of the standards, how they impact curriculum development, formative assessment, and professional learning resources. Ongoing coaching for the school leadership team will be provided related to the standards as members of the team build their content knowledge and key look-fors in the classroom in all grade levels and subject areas.



Science Standards: Unpacking Standards

Through the support of an LSI Faculty Coach and schoolbased instructional coach, participants will receive professional development related to acquiring knowledge of the State Standards that specifically address science. Coaching will be provided on the implementation of instructional strategies that emphasize science as a body of knowledge, science as a set of process skills used to gain an understanding of that body of knowledge, and scientific dispositions that foster engagement in scientific processes. Additional coaching will be provided related to the sequencing and delivery of standards in The Nature of Science, Physical Science, Earth and Space Science, and Life Science. Ongoing coaching through the PLC process, collaborative planning, and side-by-side coaching will include how to align lesson plans to standards and supporting students as they build content knowledge.

Through the support of an LSI School Leadership Coach. principals and leadership teams will participate in professional development related to acquiring knowledge of the State Standards that specifically address science. Coaching will be provided on the implementation of instructional strategies that emphasize science as a body of knowledge, science as a set of process skills used to gain an understanding of that body of knowledge, and scientific dispositions that foster engagement in scientific processes. Additional coaching will be provided related to the sequencing and delivery of standards in The Nature of Science, Physical Science, Earth and Space Science, and Life Science. Coaching will be provided to principal and leadership team members on how to provide actionable feedback to instructional coaches, PLC leaders, and teachers relative to lesson planning and instructional delivery at the full intent of the standard and how it will be tested.

Through the support of an LSI School Leadership Coach, principals and leadership teams will participate in professional development related to unpacking science standards into Learning Targets and Success Criteria, specifically for standards taught in previous grade levels that will be tested during the current year. Coaching relative to meeting rigor as it relates to the full intent of the standard will be provided. Principals and leadership teams will receive coaching regarding how the use of formative assessment to determine standards mastery gaps function as a means for acceleration and remediation. Problem solving will also take place to ensure all prior-grade level standards are re-taught before the statewide assessment.

Science Standards: Re-teaching Prior Grade Standards Through the support of an LSI Faculty Coach and school-based instructional coach, participants will receive professional development related to unpacking science standards into Learning Targets and Success Criteria, specifically for standards taught in previous grade levels that will be tested during the current year. Coaching relative to meeting rigor as it relates to the full intent of the standard will be provided. Ongoing coaching through the PLC process, collaborative planning, and side-by-side coaching will include how to align lesson plans to standards and supporting students as they build content knowledge. The use of formative assessment to determine standards mastery gaps will also be provided as a means for acceleration and remediation.

Science Standards: Instructional Focus Calendars Through the support of an LSI Faculty Coach and school-based instructional coach, participants will receive technical assistance related to the development and use of a science Instructional Focus Calendar (IFC) for each grade level that is integrated with the adopted curriculum map. Coaching related to analyzing long-, mid-, and short-cycle data; statewide content focus reports; and standard sequencing will be provided on an ongoing basis. Following the administration of progress monitoring assessments, coaching related to the refinement of the IFC will be provided. Additional focus on teaching standards from previous grade levels will be provided.

Through the support of an LSI School Leadership Coach, principals and leadership teams will receive technical assistance related to the development and use of a science Instructional Focus Calendar (IFC) for each grade level that is integrated with the adopted curriculum map. Coaching related to analyzing long-, mid-, and short-cycle data; statewide content focus reports; and standard sequencing will be provided on an ongoing basis. Following the administration of progress monitoring assessments, coaching related to the refinement of the IFC will be provided. Coaching will also include providing actionable feedback to PLC leaders and teachers regarding pacing and instructional adjustments.

### SIMM SYSTEM: CURRICULUM AND ASSESSMENT

ELA Standards: Test Item Specifications Through the support of an LSI Faculty Coach and schoolbased instructional coach, participants will receive professional development related to task development, specifically focusing on interdependent tasks at the comprehension, analysis, and knowledge utilization levels that require academic teaming consistent with the ELA test item specifications. Through the support of an LSI School Leadership Coach, principals and leadership teams will participate in professional development related to task development, specifically focusing on interdependent tasks at the comprehension, analysis, and knowledge utilization levels that require academic teaming consistent with the ELA test item specifications. Coaching will include how to identify taxonomy aligned to the test item specifications during classroom walkthroughs and how to provide actionable feedback to instructional coaches, PLC leaders, and teachers.



Math Standards: Test Item Specifications	Through the support of an LSI Faculty Coach and school-based instructional coach, participants will receive professional development related to task development, specifically focusing on interdependent tasks at the comprehension, analysis, and knowledge utilization levels that require academic teaming consistent with the math test item specifications.	Through the support of an LSI School Leadership Coach, principals and leadership teams will participate in professional development related to task development, specifically focusing on interdependent tasks at the comprehension, analysis, and knowledge utilization levels that require academic teaming consistent with the math test item specifications. Coaching will include how to identify taxonomy aligned to the test item specifications during classroom walkthroughs and how to provide actionable feedback to instructional coaches, PLC leaders, and teachers.
Using Progress Monitoring Assessments to ; Make Instructional Decisions	Through the support of an LSI Faculty Coach and school-based instructional coach, participants will receive professional development related to facilitating grade-level and/or subject-area teams to review diagnostic and progress monitoring data, discussing the implications of the data as they relate to the current curricular scope and sequence and making revisions as needed to instruction and interventions.	Through the support of an LSI School Leadership Coach, principals and leadership teams will participate in professional development related to facilitating gradelevel and/or subject-area teams to review diagnostic and progress monitoring data, discussing the implications of the data as they relate to the current curricular scope and sequence and making revisions as needed to instruction and interventions. Coaching will involve the use of a continuum to make decisions regarding instructional changes, teacher placements, and student intervention grouping. Focus will include progress of the lowest quartile and a plan to ensure they earn an annual learning gain in ELA and math.
ELA Standards: Using Formative Assessment to Inform Instruction	Through the support of an LSI Faculty Coach and school-based instructional coach, participants will receive professional development related to ELA formative assessment, key strategies for using formative assessment, and how to use formative assessment to support differentiated instruction. Additional coaching will be provided to teachers through the PLC process on how to use formative assessment rubrics to examine student thinking and misconceptions. Resources related to supporting ELLs will also be provided.	Through the support of an LSI School Leadership Coach, principals and leadership teams will participate in professional development related to ELA formative assessment, key strategies for using formative assessment, and how to use formative assessment to support differentiated instruction. Coaching will include how to provide actionable feedback to instructional coaches, PLC leaders, and teachers regarding their use of formative assessment as observed during classroom walkthroughs.
Math Standards: Using Formative Assessment to Inform Instruction	Through the support of an LSI Faculty Coach and school-based instructional coach, participants will receive professional development related to math formative assessment, key strategies for using formative assessment, and how to use formative assessment to support differentiated instruction. Additional coaching will be provided to teachers through the PLC process on how to use formative assessment rubrics to examine student thinking and misconceptions.	Through the support of an LSI School Leadership Coach, principals and leadership teams will participate in professional development related to math formative assessment, key strategies for using formative assessment, and how to use formative assessment to support differentiated instruction. Coaching will include how to provide actionable feedback to instructional coaches, PLC leaders, and teachers regarding their use of formative assessment as observed during classroom walkthroughs.
Teacher Teams and Formative Assessment	Through the support of an LSI Faculty Coach and school-based instructional coach, grade-level or subject-area teams will implement a framework for teacher teams that promotes the use of formative assessment as way to accelerate student learning. Coaching will include a look at best practices in formative assessment as a means for rapidly closing the achievement gap. Coaching will be focused on developing assessments at the school- and classroom-level that are responsive to student needs and owned by teacher teams.	Through the support of an LSI School Leadership Coach, principals and leadership teams will develop a framework for teacher teams that promotes the use of formative assessment as way to accelerate student learning. Coaching will include a look at best practices in formative assessment as a means for rapidly closing the achievement gap.



Science Standards: Test Item Specifications	Through the support of an LSI Faculty Coach and school- based instructional coach, participants will receive professional development related to task development, specifically focusing on interdependent tasks at the comprehension, analysis, and knowledge utilization levels that require academic teaming consistent with the science test item specifications.	Through the support of an LSI School Leadership Coach, principals and leadership teams will participate in professional development related to task development, specifically focusing on interdependent tasks at the comprehension, analysis, and knowledge utilization levels that require academic teaming consistent with the science test item specifications, Coaching will include how to identify taxonomy aligned to the test item specifications during classroom walkthroughs and how to provide actionable feedback to instructional coaches, PLC leaders, and teachers.
Science Standards: tab Cycles	Through the support of an LSI Faculty Coach and school-based instructional coach, participants will receive professional development and hands-on experience with designing, implementing, and reflecting on lab cycles for The Nature of Science, Physical Science, Earth/Space Science, and Life Science. Coaching related to sequencing lessons to reflect the 5E instructional model will also be provided. Ongoing coaching related to managing the science lab environment will be provided. Based on the progress monitoring data, additional coaching for designing labs based on standards from previous grade levels will be provided as a means to remediate student mastery of standards.	Through the support of an LSI School Leadership Coach, principals and leadership teams will participate in professional development and hands-on experience with designing, implementing, and reflecting on lab cycles for The Nature of Science, Physical Science, Earth/Space Science, and Life Science. Coaching will involve how to provide actionable feedback around the sequencing of lessons to reflect the 5E instructional model, as well as how to provide feedback to instructional coaches, PLC leaders, and teachers regarding their management of the science lab environment. Problem solving based on the progress monitoring data and the potential need for designing labs based on standards from previous grade levels will be provided as a means to remediate student mastery of standards.
Curriculum Nights	Through the support of an LSI Faculty Coach and school-based instructional coach, participants will receive support and guidance related to all aspects of planning an effective Curriculum Night. Curriculum nights will be designed to engage parents in learning about expected student outcomes, assessment methods, school curriculum and expectations for parent involvement. The school-based leadership team will design and plan the event with support and coaching of the LSI based team.	Through the support of an LSI School Leadership Coach, principals and leadership teams will design and hold quarterly curriculum nights where families learn about expected student outcomes, assessment methods, and expectations for parent participation, as well as participate in curriculum activities in ELA, mathematics, science, and social studies. LSI staff will attend and participate in the events. Marketing and graphics assistance will be provided.
SIMM SYSTEM: COL	LABORATION:	
LSI Growth Tracker	Through the support of an LSI Faculty Coach and school- based instructional coach, grade-level or subject-area teams will explore the LSI Growth Tracker as a tool that can be used to provide targeted, specific feedback to teachers related to implementation of professional learning in a non-evaluative context. Coaching will center around the extension of learning within the context of actionable feedback and the need for accurate data cycles to measure teacher growth.	Through the support of an LSI School Leadership Coach, principals and leadership teams will explore the LSI Growth Tracker as a tool that can be used to provide targeted, specific feedback to teachers related to implementation of professional learning. Coaching will center around the extension of learning within the context of actionable feedback and the need for accurate data cycles to measure teacher growth.
PLC Readiness	Through the support of an LSI Faculty Coach and school- based instructional coach, grade-level or subject-area teams will identify PLC leaders and build their expectations and vision for PLCs. Teams will develop their norms and protocols using coaching, as necessary.	Through the support of an LSI School Leadership Coach, principals and leadership teams will identify PLC leaders and build their expectations and vision for PLCs.  Coaching will include how to leverage human capital to distribute responsibility across and within both grade levels and subject areas.



Providing Support to PLCs	Through the support of an LSI Faculty Coach, the school-based instructional coach will implement a system for supporting each grade level and/or subject area as they implement PLCs. Coaching will include how to support PLC leaders as they work with teachers to develop standards-based lesson plans, review student work, analyze student data, and plan next steps.	Through the support of an LSI School Leadership Coach, principals and leadership teams will develop a system for supporting each grade level and/or subject area as they implement PLCs. Coaching will include how to support PLC leaders as they work with teachers to develop standards-based lesson plans, review student work, analyze student data, and plan next steps.
Supporting the Role of the Instructional Coach	Through the support of an LSI Faculty Coach and school- based instructional coach, instructional coaches will receive ongoing coaching related to building relationships, using an action board, designing targeted professional development, prioritizing workflow, identifying, and coaching PLC leaders, data analysis, deepening content knowledge, providing actionable feedback, facilitative lesson planning, and developing curriculum maps and Instructional Focus Calendars.	Through the support of an LSI School Leadership Coach, principals and leadership teams will receive ongoing coaching on how to support instructional coaches as the build relationships, use an action board, design targeted professional development, prioritize workflow, identify and coach PLC leaders, conduct data analysis, deepen their content knowledge, provide actionable feedback, facilitate lesson planning, and develop curriculum maps and Instructional Focus Calendars.
A Foundation for Coaching and Leading Teams During COVID-19: Flow with the Buffalo	Through the support of an LSI Faculty Coach, participants will learn ways to activate the power of team and community in the midst of crisis. Teachers will create a personalized Buffalo Story to share with their students and learn effective methods that they may put into practice to lead their student teams through the difficulties of the COVID-19 storm.	Through the support of an LSI Leadership Coach and Faculty Coach and by using Social Emotional Learning as a frame, leaders and teams will create a personalized Buffalo Story to share with their teams and learn effective methods that they may put into practice to lead their teams through the difficulties of the COVID-19 storm.
Developing Systems for Analyzing Student Evidence	Through the support of an LSI Faculty Coach and school- based instructional coach, grade-level or subject-area teams will implement a system for grade levels and subject areas that will allow PLCs to include the analysis of student evidence in their work. Coaching will involve how to develop processes and procedures to ensure PLCs continue to mature toward teacher-team ownership on the Collaboration component of the SIMM.	Through the support of an LSI School Leadership Coach, principals and leadership teams will develop a system for grade levels and subject areas that will allow PLCs to include the analysis of student evidence in their work. Coaching will involve how to develop processes and procedures to ensure PLCs continue to mature toward teacher-team ownership on the Collaboration component of the SIMM.
New and Newly Assigned Teacher Support Plan	Through the support of an LSI Faculty Coach and school-based instructional coach, new and newly assigned teachers will develop a support plan in tandem with their teacher mentor. A monthly meeting schedule will be developed to address topics such as classroom management, lesson plan development, standards-based instruction, using district curriculum maps and resources, family engagement, support for students with disabilities, multi-tiered systems of support, district evaluation system, grading, and contributions to PLCs. Based on the need of the mentee, book studies and/or article reviews may also be included in the plan.	Through the support of an LSI School Leadership Coach, principals and leadership teams will assign a coordinator and mentors to support the implementation of a teacher support program for new and newly assigned teachers. Coaching will be provided to ensure the support plan is designed in tandem with teacher mentors. A monthly meeting schedule will be developed to meet with mentors to address topics such as classroom management, lesson plan development, standards-based instruction, using district curriculum maps and resources, family engagement, support for students with disabilities, multi-tiered systems of support, district evaluation system, grading, and contributions to PLCs. Mentors will receive technical assistance in the selection of books and/or research-based articles that can be used with mentees.
SIMM SYSTEM: DA	TA TO DRIVE IMPROVEMENT/INTERVENTION	
LSI Student Evidence Tracker (SET)	Through the support of an LSI Faculty Coach and school- based instructional coach, teachers will explore the LSI Student Evidence Tracker as a tool that can be used by students to track progress towards Learning Targets, which can be verified by the teacher.	Through the support of an LSI School Leadership Coach, principals and leadership teams will explore the LSI.  Student Evidence Tracker as a tool that can be used to provide targeted, specific feedback to teachers related to formatively assessing students' progress.



Executive Action Team (EAT)	N/A	The Executive Action Team will continuously monitor data and adjust the action plan as needed. This team will be composed of state, district, and school leaders and the LSI School Leadership Coach. The EAT will meet monthly to share the progress of implementation and student achievement data. The role of the EAT is to ensure necessary conditions are in place for successful implementation, identify what is working well, and remove impediments to progress. The EAT members will be mutually accountable for achieving established outcomes and meeting project goals.
Building a Master Schedule to Support Interventions	Through the support of an LSI Faculty Coach and school-based instructional coach, grade-level or subject-area teams will examine the master schedule and recognize times for student interventions that are based on long-and mid-cycle data. Coaching will be provided to teams on how to provide feedback to the school leadership team regarding the implementation and success of interventions on a 20-day intervention cycle.	Through the support of an LSI School Leadership Coach, principals and leadership teams will build a master schedule that includes time for student interventions based on long- and mid-cycle data. Coaching will provide guidance and problem solving related to managing a master schedule that promotes a 20-day intervention cycle.
Enhancing Formative Assessment in a Virtual Learning Environment	Through the support of an LSI Faculty Coach, this one-hour training focuses on how LSI's Student Evidence Tracker enhances formative assessment in a virtual classroom. Teachers will learn to create opportunities within their virtual lessons or at the end of their lessons for students and teacher to assess the students' progress toward the Learning Target. Examples of questions and types of opportunities to ask students for evidence of learning in a virtual setting will be provided.	Through the support of an LSI School Leadership Coach, principals and leadership teams will develop a system for formative assessment in a virtual classroom through LSI's Student Evidence Tracker. Coaching will be provided related to the use of platform, to provide actionable feedback to instructional coaches and PLC leaders.
Student Routines for Tracking Progress-in a Virtual Environment	Through the support of an LSI Faculty Coach, this one-hour training focuses on the "why," "when," and "how" to get students tracking in a virtual learning environment. Teachers will learn how to establish student routines in synchronous and asynchronous learning opportunities, so students routinely check in with themselves and their teammates on their appraisal of progress toward the Learning Target. This session provides tips to help students form habits of self-assessment through an in-depth discussion of responsibilities and routines specific for tracking progress.	Through the support of an LSI School Leadership Coach principals and leadership teams will develop a system for formative assessment in a virtual classroom through LSI's Student Evidence Tracker. Coaching will be provided related to the use of platform, to provide actionable feedback to instructional coaches and PLC leaders.
Teacher Routines for Verifying Learning in a Virtual Environment	Through the support of an LSI Faculty Coach, this one-hour training focuses on the "why," "when," and "how" teachers can verify student learning and document student tracking in a virtual learning environment.  Teachers will learn to establish routines during synchronous and asynchronous learning opportunities so a system for documentation occurs during learning and not after the lesson. Routines the teacher can establish of when and how they verify student evidence and document it within the Student Evidence Tracker will be provided.	Through the support of an LSI School Leadership Coach principals and leadership teams will develop a system for formative assessment in a virtual classroom through LSI's Student Evidence Tracker. Coaching will be provided related to the use of platform, to provide actionable feedback to instructional coaches and PLC leaders.



Through the support of an LSI Faculty Coach and school-based instructional coach, grade-level or subject-area teams will review and analyze historical student assessment data and identify goals for improvement. Teams will implement a system for the review and analysis of long-, mid-, and short-cycle data as a system for continuous improvement planning and evaluation. Coaching will include the development of a comprehensive data wall and communication plan for sharing data with the students and the community.	Through the support of an LSI School Leadership Coach, principals and leadership teams will review and analyze historical student assessment data and identify goals for improvement. Teams will develop a system for the review and analysis of long-, mid-, and short-cycle data as a system for continuous improvement planning and evaluation. Coaching will include the development of a comprehensive data wall and communication plan for sharing data with the staff and community.
Through the support of an LSI Faculty Coach and school-based instructional coach, grade-level or subject-area teams will implement student interventions based on needs identified from long- and mid-cycle data.  Coaching will include techniques for problem solving student placement for intervention in the context of conditions support, including for students who are more than one grade level below in ELA and/or math using a team-centered approach and minimizing the need for the leadership team to become involved.	Through the support of an LSI School Leadership Coach, principals and leadership teams will develop a written protocol for assigning students to interventions based on their needs identified from long- and mid-cycle data. Coaching will include techniques for problem solving student placement for intervention in the context of conditions support, including for students who are more than one grade level below in ELA and/or math.
Through the support of an LSI Faculty Coach and school- based instructional coach, grade-level or subject-area teams will provide feedback on currently available intervention resources and develop a comprehensive intervention toolbox that will be available for teachers to use with all students across grade levels and subject areas. Coaching will involve the development of a system for evaluating resources and matching them to the appropriate enrichment and remediation need.	Through the support of an LSI School Leadership Coach, principals and leadership teams will review currently available intervention resources and develop a comprehensive intervention toolbox that will be available for teachers to use with all students across grade levels and subject areas. Coaching will involve the development of a system for evaluating resources and matching them to the appropriate enrichment and remediation need.
Through the support of an LSI Faculty Coach and school-based instructional coach, participants will receive professional development related to the instructional shifts in ELA, how literacy is cultivated in each subject area, and how to implement writing strategies across all grade levels and subject areas. Coaching related to text-specific writing, text-dependent questioning, and higher-order thinking skills will be provided.	Through the support of an LSI School Leadership Coach, principals and leadership teams will participate in professional development related to the instructional shifts in ELA, how literacy is cultivated in each subject area, and how to implement writing strategies across all grade levels and subject areas. Coaching related to text-specific writing, text-dependent questioning, and higher-order thinking skills will be provided. Coaching will be provided to principals and leadership teams on how to coach instructional coaches and PLC leaders regarding process, collaborative planning, and side-byside coaching, specifically related to observations of aligned lesson plans to standards and supporting students as they build content knowledge.
Through the support of an LSI Faculty, participants will receive technical assistance related to the use of iReady as an instructional supplement to ELA core instruction. Additional support will be provided related to using weekly data reports for student grouping and assignment of lessons for remediation. Professional development related to the use of the Teacher Toolbox will also be provided.	Through the support of an LSI School Leadership Coach, principals and leadership teams will receive technical assistance related to the use of iReady as an instructional supplement to ELA core instruction. Additional support will be provided related to using weekly data reports for student grouping and assignment of lessons for remediation. Professional development related to the use of the Teacher Toolbox will also be provided. Additional coaching related to the implementation and effectiveness of iReady will be provided, along with the planning of next steps following each progress monitoring period.
	based instructional coach, grade-level or subject-area teams will review and analyze historical student assessment data and identify goals for improvement. Teams will implement a system for the review and analysis of long-, mid-, and short-cycle data as a system for continuous improvement planning and evaluation. Coaching will include the development of a comprehensive data wall and communication plan for sharing data with the students and the community. Through the support of an LSI Faculty Coach and school-based instructional coach, grade-level or subject-area teams will implement student interventions based on needs identified from long- and mid-cycle data. Coaching will include techniques for problem solving student placement for intervention in the context of conditions support, including for students who are more than one grade level below in ELA and/or math using a team-centered approach and minimizing the need for the leadership team to become involved.  Through the support of an LSI Faculty Coach and school-based instructional coach, grade-level or subject-area teams will provide feedback on currently available intervention resources and develop a comprehensive intervention toolbox that will be available for teachers to use with all students across grade levels and subject areas. Coaching will involve the development of a system for evaluating resources and matching them to the appropriate enrichment and remediation need.  Through the support of an LSI Faculty Coach and school-based instructional coach, participants will receive professional development related to the instructional shifts in ELA, how literacy is cultivated in each subject area, and how to implement writing strategies across all grade levels and subject areas. Coaching related to text-specific writing, text-dependent questioning, and higher-order thinking skills will be provided.  Through the support of or student grouping and assignment of lessons for remediation. Professional development related to the use of the Teacher Toolbox



Elective Area Intervention Support: Using Achieve 3000	Through the support of an LSI Faculty Coach and school-based instructional coach, participants will receive technical assistance related to the use of Achieve 3000 as an instructional supplement to ELA core instruction. Additional support will be provided related to using weekly data reports for student grouping and assignment of articles for remediation.	Through the support of an LSI School Leadership Coach, principals and leadership teams will receive technical assistance related to the use of Achieve 3000 as an instructional supplement to ELA core instruction.  Additional support will be provided related to using weekly data reports for student grouping and assignment of articles for remediation. Additional coaching related to the implementation and effectiveness of <u>iReady</u> will be provided, along with the planning of next steps following each progress monitoring period.
Developing a Mentoring Program for At- Risk Students	Through the support of an LSI Faculty Coach and school-based instructional coach, participants will receive professional development in the creation of a mentoring program for students considered to be atrisk based on the school's early warning system. Focus on the development of social, emotion, and cognitive learning (SECL) skills is included. Coaching will also include the development of a wraparound approach using all available staff and community resources.	Through the support of an LSI School Leadership Coach, principals and leadership teams will receive technical assistance in the creation of a mentoring program for students considered to be at-risk based on the school's early warning system. Focus on the development of social, emotion, and cognitive learning (SECL) skills is included. Coaching will also include the development of a wraparound approach using all available staff and community resources. Marketing and graphics assistance will be provided.
Coordinating Services to Support Students with Disabilities and English Language Learners	Through the support of an LSI Faculty Coach and school- based instructional coach, participants will receive technical assistance related to their role in co-planning with ESE and ELL support staff, implementing accommodations in IEP and ELL plans, and reporting student progress toward meeting goals. Coaching related to student Response to Intervention will also be included.	Through the support of an LSI School Leadership Coach, principals and leadership teams will receive technical assistance related to developing a system to monitor co-planning among core teachers with ESE and ELL support staff, implementing accommodations in IEP and ELL plans, and reporting student progress toward meeting goals. Coaching related to student Response to Intervention will also be included.
Leading and Coaching through Affirming Lenses	Teachers are often led through lenses that focus solely on areas of needed growth. During this challenging time of increased uncertainty and professional and personal stresses, there is a need to shift our approach to one that is asset based. From a foundational standpoint of making responsible decisions and through the support of an LSI Leadership Coach and Faculty Coach, participants will be guided through a process of shifting to affirming lenses that serve to pinpoint glow areas to increase student confidence and performance levels.	Teams are often led through lenses that focus solely on areas of needed growth. During this challenging time of increased uncertainty and professional and personal stresses, there is a need to shift our approach to one that is asset based. From a foundational standpoint of making responsible decisions and through the support of an LSI Leadership Coach and Faculty Coach, participants will be guided through a process of shifting to affirming lenses that serve to pinpoint glow areas to increase confidence and performance levels.

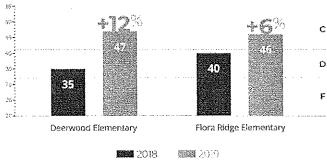


## Appendix C - LSI's Partnership Success Rates

### 100 Percent Success Rate in Partner Schools

LSI's Applied Research Center proudly partners with schools who have a strong desire and are willing to commit to transforming core instruction and leadership practices. Our partners have created optimum learning environments and raised the standards and expectations for instructional leadership to unprecedented levels.

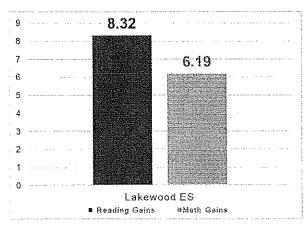
In 2018, the grades of Deerwood Elementary School and Flora Ridge Elementary School in Osceola County dropped from C to D. In 2019, after a year of partnership with LSI, both attained grades to C. Now they are well on their way to becoming B and A schools.



During the 2017-18 school year, Lakewood

Elementary School in Pinellas County, Florida,
was the lowest performing traditional elementary school in the State.

For the 2018-19 school year, Pinellas County Schools engaged LSI in an external operator partnership for Lakewood Elementary School. Since the inception of the partnership, conditions for learning, student achievement, teacher retention, and student and staff attendance have all improved, resulting in a positive trajectory toward exiting Lakewood Elementary School from external operator status.



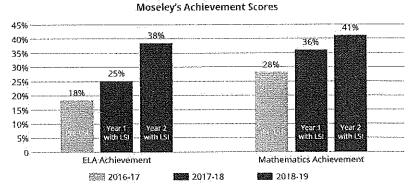
At the 2019-20 interim, students at Lakewood scored 1.42 scale score points higher in reading and

1.05 scale score points higher in math than students in a similarly situated control group within the District. This represented a mean gain in reading of 8.32 percentage points and mean gain in math of 6.19 percentage points.

Additionally, learning rates in all grade levels at Lakewood outpaced other District schools, ranging from 25% to 143% in reading and 4% to 43% in math. At the same time, achievement gaps between minority and non-minority students closed by 31% in 1st grade, 25% in 4th and 29% in 5th reading.



Moseley Elementary School in Putnam County, Florida had wavered between "D" and "F" school grades for 9 years. In the 2016-17 school year, Moseley was the fifth lowest performing traditional public school in Florida. Since 2017, when Moseley Elementary School began its partnership with LSI,



it has reversed the historical low performance of the school. In two years, ELA proficiency on the Florida Standards Assessment has increased by 20 percent and mathematics proficiency by 30 percent.

Nationally, LSI's partner schools have reduced achievement gaps by 4-7% in less than one year. In 2015, Des Moines Public Schools partnered with LSI at 22 schools. In Des Moines, more than one in five students is an English Learner and the city is a refugee resettlement community. A recent study of the Des Moines implementation identified these key findings:

- Students in Year 1 schools improved by 7% in reading and 3% in math
- Students in Year 2 schools improved by 15% in reading and 6% in math
- All high school students in partner schools improved by 37% in reading and 26% in math
- Partner schools reduced achievement gaps by 4-7% over one school year

Schools and districts that partner with LSI have realized systemwide improvements in the effectiveness of leadership, rigor of classroom instruction, engagement of students, and growth in social and emotional skills. These improved outcomes have resulted in **accelerated learning rates**. In less than one year, students in these LSI partner schools outpaced the learning rate in their district as follows:

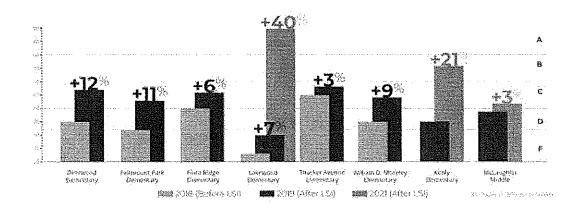
- Flora Ridge Elementary School in Osceola County by 18% in 5<sup>th</sup> grade reading and 33% in math
- Deerwood Elementary School in Osceola County by 61% in 4th grade reading and 25% in math
- Champion Elementary School in Volusia County by 27% in 5<sup>th</sup> grade reading and 20% in math
- Westside Elementary School in Volusia County by 18% in 5<sup>th</sup> grade reading and 86% in 5<sup>th</sup> grade math
- William Moseley Elementary School in Putnam County by 60% and 76% in 4<sup>th</sup> and 5<sup>th</sup> grade reading, respectively

A 3-year longitudinal study by LSI's LSI Applied Research Center studied student performance in schools implementing our model of instruction. The study shows that these students outpaced the learning rate of matched students in non-implementing schools by as much as 32% in Reading and 24% in Math. Given the nation's current crisis in which most students are out of school, and many are falling behind in their learning progress, it will be of critical importance for schools to regain lost ground as quickly as possible when their students return.



Our Track Record for Turning Around Low-Performing Schools

# 100% Success Rate with Our Partner Schools Since 2018



### We Are Only Successful When You Succeed

Our goal in every School Turnaround Partnership is to reach beyond school improvement and attain transformation of the school into a scalable model of rigorous instruction and student engagement, providing a data-driven roadmap designed to empower district leaders and teachers.

School turnaround interventions are too often a short-term fix, increasing scores temporarily. That puts your school in jeopardy of closing or becoming charter. At LSI, we work with you to make these changes permanent, creating a stable foundation for continued growth. This means:

- Raising total school performance in one year
- · Enhancing core instruction
- Increasing teacher retention
- Decreasing student behavior referrals

Stay open. Stay public. Break the turnaround cycle and stay a vital part of your community.