

Agreement for Educational Management Services

This Agreement is dated May 9, 2019 (the "**Effective Date**") and is by and between Educational Management Consultant Services, Inc., a Florida corporation (the "Contractor") and The School Board of Duval County, Florida (the "District").

Whereas, pursuant to s. 1008.33, F.S., and Rule 6A-1.099811, F.A.C., the Florida Department of Education ("FDOE") requires the District to submit a "Turnaround Option Plan – Step 1" and a "Turnaround Option Plan – Step 2" (herein referred to collectively as "TOP") that sets forth a new option for School Year 2019-2020 for the operation of George Washington Carver Elementary School located at 2854 W. 45th Street, Jacksonville, Florida 32209 (the "School");

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

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

Whereas, the District requested and reviewed proposals from several potential external operators and considered each proposer's demonstrated record of effectiveness to operate a school pursuant to s. 1008.33(4)(b)3., F.S., and Rule 6A-1.099811(6)(b), F.A.C.;

Whereas, a result of the District's review, the Contractor is selected by the District to fulfill the purpose of operating the School, and the Contractor agrees to provide such services to the District as set forth herein; and

The District and Contractor wish to set forth in writing the terms and conditions pursuant to which the Contractor will provide such services to the District; and

The District is authorized to enter into this Agreement for professional development and educational services pursuant to Board Policy 7.70 and State Board of Education Rule 6A-1.012(11)(a)&(b), F.A.C.

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

1. Recitals. The recitals set forth above are true and correct and incorporated herein by this reference.
2. Conditions to the Agreement. It is the intent of the parties that this Agreement shall satisfy the requirements of FDOE regarding the District's obligation "to enter into a contract with an outside entity [or external operator] that has a demonstrated record of effectiveness to operate the [School]" pursuant to s. 1008.33(4)(b)3., F.S., and Rule 6A-1.099811(6)(d), F.A.C. Notwithstanding anything to the contrary in this Agreement, the parties agree that this Agreement shall automatically terminate, and be of no further force and effect, upon the occurrence of any of the following:

(a) The School earns a grade of "C" or higher for the 2018-19 school year (or any subsequent school year if this Agreement is renewed), thereby resulting in the School's exiting the statutory and/or regulatory requirement that the District enter into a contract with an outside entity that has a demonstrated record of effectiveness to operate the School;

(b) The requirements of differentiated accountability require termination of this Agreement, or are amended by the Florida Legislature and/or FDOE thereby resulting in the purpose of this Agreement being terminated (for example, whether the District is no longer required to enter into this Agreement or whether the District is required to select a different option for the School); or

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

In the event that any of the above-conditions occur, then either party may send written notice to the other party to terminate this Agreement pursuant to the terms and provisions set forth above, with such termination to be effective no earlier than July 1, 2019. If the Agreement is terminated as provided herein, then the parties will be relieved of all of their respective obligations under the Agreement, and the District will only be required to pay to the Contractor that amount of work under the Agreement actually performed to the date of termination. Access to any and all work papers and data collected will be provided to the District after the termination of the Agreement, and the parties will reasonably cooperate regarding the transition of rights, obligations and duties back to the District to operate the School. In the event this Agreement is terminated pursuant to this section 2, then the parties agree to jointly review the School's performance for the prior school year and negotiate in good faith for educational and professional services as may be needed for the School for the subsequent school year.

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

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

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

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

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

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

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

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

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

federal revenue); and the Contractor shall use the District's SEAs platform for ESE and 504 as applicable; and the Contractor shall use the District's SAP system as applicable;

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

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

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

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

(i) The Contractor shall operate the School in a manner that protects the health, safety and welfare of the students;

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

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

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

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

7. Duties of the District.

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

(b) The District will provide the Contractor with adequate work areas and equipment, as reasonably deemed necessary by the Contractor, for the Contractor

to perform the services at the School, as well as adequate work areas for the Contractor's delivery of professional services.

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

(i) The District will provide the physical plant, furniture, fixtures, equipment and supplies for the School, and the District shall maintain the same in working condition; however, the parties understand and agree that: (A) the District may continue to use a designated portion of the facility for district offices, and (B) that the Contractor agrees to implement the existing computer science academy in compliance with the School Improvement Grant (SIG Grant);

(ii) The District will provide custodial services according to the same standards as provided for the 2018-19 school year, and the District will pay for and maintain utilities for the School according to the same standards as provided for the 2018-19 school year (e.g., electric, telephone, water and sewer);

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

(iv) The District will provide meal service to the School's students according to the same standards as the District provided for the 2018-19 school year (e.g., breakfast and lunch according to the requirements of USDA as administered by the Florida Department of Agriculture);

(v) The District will provide transportation to the School's students according to the same standards as the District provided for the 2018-19 school year;

(vi) The District will provide school resource officer support to the School according to the same standards as the District provided for the 2018-19 school year;

(vii) The District will provide health services to the School according to the same standards as the District provided for the 2018-19 school year;

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

(ix) The District will continue to be responsible for compliance with all duties and obligations that it has as the LEA under applicable laws relating to services provided to students with disabilities, including exceptional education and Section 504. The District will provide staff and services for the School's students with disabilities in substantially the same manner as the District provides such staff and services to other District schools and in compliance with law. The District will provide such staff and services in

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

(x) The District will continue to provide English as a Second Language services and support to the School's students in the same manner that it provides to other District schools.

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

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

8. Personnel.

(a) Recognizing that the District engages Contractor based on the experience, knowledge, skills and abilities of its personnel, the Contractor's personnel for the Services (including title and hourly rates) are set forth in Exhibit C attached hereto and incorporated herein by this reference. Contractor shall provide to the District the resume/biography of each of Contractor's personnel assigned to the School for the District's review and approval according to the criteria in Section 29 of this Agreement. Contractor shall not transfer or replace such personnel without the prior written consent of the District, which consent may be withheld in its reasonable discretion.

(b) The Parties acknowledge that pursuant to section 1001.42(21), Florida Statutes, an educational emergency exists with respect to the School. This Agreement is contingent upon, and governed by, that certain executed Memorandum of Understanding between the District and Duval Teachers United dated July 1, 2017 (the "DTU MOU"), attached to this Agreement as Exhibit D which addresses the selection, placement and expectations of instructional personnel and provides autonomy to school principals as set forth in section 1012.28(8), Florida Statutes (including but not limited to any successor DTU MOU executed by the District and Duval Teachers United governing these terms and conditions). Nothing herein shall be construed or interpreted to supersede the obligations of the District to bargain compensation, working conditions and other mandatory bargaining issues.

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

(d) The District shall serve as the fiscal agent and shall pay the salaries and benefits of District employees assigned to the School in accordance with the District's approved compensation schedules. Primary management and staffing of personnel, to include but not be limited to, selection, placement, and evaluation of school-based instructional, administrative and support staff shall be provided by the Contractor. All School staff will be selected and placed at the School through an interview protocol established by the Contractor. Teachers with end of year state VAM data or overall summative evaluations in the Developing, Needs Improvement or Unsatisfactory range will not be eligible to remain at the School. In the event that an individual is not selected to remain at the School by the Contractor or otherwise elects to voluntarily surplus or transfer out of the School, the District will make every effort to reassign the employee to another District school. However, nothing herein shall be construed to create a guarantee of employment or otherwise expand rights not currently guaranteed by law. To assist the Contractor with identification and placement of staff, the District shall make available its personnel systems and structures at a level comparable to other District schools.

(e) The Contractor shall implement the provisions of the TOP regarding the selection of the School's administrators according to the requirements of law. If the School's principal and assistant principal(s) leave their positions, the Contractor will consult with the District regarding the identification and selection of eligible candidates for the School's principal and assistant principal(s), and the Contractor shall have final authority regarding the engagement of the School's principal and assistant principal(s).

(f) Instructional and other eligible staff shall continue to utilize the District's then-current provider of substitute services for substitute personnel. Notwithstanding anything to the contrary in this subsection, the Contractor may send written notice to the District no later than July 1, 2019, requesting to alter or opt out of the District's provision of substitute teachers. Subject to the availability of the District's appropriated funds and any other legal requirements, the parties agree to negotiate in good faith an amendment to this Agreement setting forth the terms of conditions for the provision of such substitute personnel services.

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

9. Curriculum and Instruction.

(a) The Contractor will improve the School in terms of student performance on FSA and school grade while implementing next generation instructional systems that will build the capacity of the School to sustain and continue its own improvement in preparation for returning the School to District control as stipulated in the Agreement. Instructional delivery models shall include Multi-tiered Systems of Support (MTSS) in accordance with federal and state laws and the District's Student Progression Plan.

(b) The Contractor has reviewed the District's curriculum and instructional materials and the Contractor agrees to utilize and implement the same. If,

however, the Contractor determines that revisions are required, then Contractor shall provide prior written notice to the District, and the Contractor will be responsible for the selection of instructional materials (including the major tools of instruction, ancillary materials and supplemental materials) in full compliance with all legal requirements. If the purchase of the instructional materials cannot be borne by the District pursuant to the School's budget allocation, then in such event, and subject to the availability of funds, the cost of the acquisition shall be borne by the District. In addition to the foregoing, Contractor may elect to utilize the District's curriculum and instructional materials but nonetheless select supplemental materials that are aligned to the current curriculum; in such event Contractor shall provide prior written notice to the District, and if the purchase of the supplemental materials cannot be borne by the District pursuant to the School's budget allocation, then subject to the availability of funds, the cost of the acquisition shall be borne by the District.

(c) The Contractor shall have full access to all Professional Development provided by the District to other district employees and shall provide additional specific instructional and leadership training to School employees as set forth in the 2019-2020 school plan.

(d) So long as the School and/or students continue to meet the eligibility criteria for supplemental academic services, the District shall continue to provide supplemental academic services to students at the School in a manner consistent with services provided during the 2018-2019 year, however agreements with external providers shall be governed by existing contract terms. Notwithstanding anything to the contrary in this subsection, the Contractor may send written notice to the District no later than July 1, 2019, requesting to alter or opt out of the District's provision of supplemental academic services.

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

(f) The Contractor agrees to implement the District's curricular programs (including but not limited to choice/magnet programs, tutoring, before and after care programs, and any programs implemented by the District or any third party) as the District provided for the School for the 2018-2019 school year. Except for the curricular program expressly identified in section 7(c) above (if any), if the Contractor determines that any elements of the District's provision of curricular programs do not contribute to the Contractor's services at the School, then the Contractor will provide written notice to the District and the parties agree to expediently collaborate regarding a resolution. After such collaboration, if the Contractor determines that it desires to opt out of the District's identified curricular program, then the Contractor shall provide written notice to the District to remove such curricular program from the School.

10. Term; Renewals. The term of this Agreement commences May 9, 2019 and ends June 30, 2020. There shall be two (2) potential annual renewals for the 2020-21 school year and the 2021-22 school year. The District shall notify the Contractor in writing of its option to exercise any annual renewal no later than May 31 prior to the commencement of the next renewal term, and if renewed, the parties agree to negotiate in good faith the financial terms of the renewal term commensurate with the services to be provided. Further, the effectiveness of any exercised renewal term shall be subject to the same conditions described in section 2 above (it being understood, for example, that if any of the conditions set forth in section 2 occur, then this Agreement shall terminate according to the provisions of section 2 above).

11. Fees and Expenses.

(a) The Contractor shall be compensated for services rendered. For all the services actually, timely, and faithfully rendered by Contractor, the District agrees to pay Contractor for the services set forth in Exhibit B, in an aggregate maximum indebtedness amount not to exceed Two Hundred Eighty-Two Thousand Two Hundred and No/100 Dollars (\$282,200.00). Contractor shall remit a proper invoice for the component of service described in Exhibit B in such form and containing such documentation as may reasonably be required by the District to substantiate the charges (including timesheets, meeting agenda, training materials, and other artifacts), and such invoice shall be delivered according to the schedule specifically set forth in Exhibit B. The District shall make payment to Contractor in accordance with Sections 218.70. et sq. Florida Statutes, Local Government Prompt Payment Act, after receipt of an acceptable invoice, inspection and acceptance of goods and/or services provided in accordance with the terms and conditions of this Agreement. Any penalty for delay in payment shall be in accordance with applicable law. Contractor shall be responsible for payment of its travel, if any.

(b) Additional Funding (Allocations per School) - The District will provide all funding or services that the School would normally receive, such as entitlement funding (e.g. Title I, Parts A, C, D; Title II, Part A; Title III; Title IV, Parts A and B; Title IX, Part A). The District will also ensure that the School is included in the needs assessment process for applications for competitive grant funding as appropriate to its needs.

(c) The District is using federal funds for its payment for certain of the services set forth in this Agreement; accordingly, Contractor shall execute and deliver to the District, concurrent with its signature of the Agreement the following, all of which shall be incorporated into the Agreement by this reference: (a) Federal Regulatory Compliance Statement; (b) Certification Regarding Drug-Free Workplace Requirements; (c) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion; and (d) Non-Collusion Affidavit. The federal forms are attached hereto as composite Exhibit E and incorporated herein by this reference.

(d) Notwithstanding the foregoing, the Contractor acknowledges that the District is required by FDOE to enter into this Agreement; accordingly, the Contractor agrees to reasonably cooperate and provide (and shall not unreasonably withhold, condition or delay) any information reasonably required for

the District's reporting and compliance with the requirements of FDOE for the School. The District shall not be obligated to compensate Contractor for, and the Contractor shall not be obligated to provide, services to be performed after termination of this Agreement, or if the Contractor performs the services in a manner that causes the District to not be in compliance with the requirements of FDOE regarding the School.

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

12. Default; Termination.

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

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

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

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

(c) Termination. This Agreement may be terminated (i) immediately upon written notice of breach of any party by the other party and the breaching party fails to cure the breach within ten (10) business days of such notice, or if such breach cannot reasonably be cured within 10 business days that the cure has commenced within such time and is completed within thirty (30) days of such notice (or such other time period to cure a breach as may be expressly set forth in this Agreement), or (ii) notwithstanding anything to the contrary herein, by the District for convenience upon forty-five (45) days prior written notice to the Contractor. If the Agreement is terminated for convenience as provided herein, the District will be relieved of all obligations under the Agreement, and the District will only be required to pay to the Contractor that amount of work under the Agreement actually performed to the date of termination. Access to any and all work papers and data collected will be provided to the District after the termination of the Agreement. The parties understand and agree that the Contractor shall in no event have the reciprocal right to terminate the Agreement; it being understood that the District's payment of the Agreement fees forms the consideration for the Contractor not having this right to terminate for convenience. In the event of a termination pursuant to this subsection (c)(i) or subsection (c)(ii), notice shall be delivered to the other party pursuant to the Notices section set forth hereafter.

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

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

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

16. Student Records. Contractor understands and agrees that it is subject to all federal and state laws and Board Policies relating to the confidentiality of student information. Contractor further agrees to comply with the Family Educational Rights and Privacy Act ("FERPA"), 34 C.F.R. §99. The District recognizes and agrees that Contractor is a "school official" with a "legitimate educational interest" under the definition of those terms in the District's FERPA notification(s) to students and parents. Contractor shall regard all student information as confidential and will not disclose the student information to any third party. Contractor agrees to develop, implement, maintain and use appropriate administrative, technical or physical security measures to the full extent required by FERPA in order to maintain the confidentiality of "education records" as that term is defined by FERPA. Upon termination of the Agreement, the Contractor shall, at the election of the District, either destroy or return to the District, all such information in its possession, if any, and confirm the same in writing to the District.

17. Governing Law; Venue; Attorneys' Fees. This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute with respect to this Agreement is subject to the laws of Florida, venue shall lie exclusively in Duval County. Each party shall be responsible for its own attorneys' fees and costs incurred as a result of any action or proceeding under this Agreement.

18. No Third Party Beneficiaries. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. Nothing herein shall be construed as consent by an agency or

political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

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

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

(a) Keep and maintain public records required by the District in order to perform the service.

(b) Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Chapter 119, Florida Statutes or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the District.

(d) Upon completion of the Agreement, transfer, at no cost, to the District all public records in possession of Contractor or keep and maintain public records required by the District to perform the service. If Contractor transfers all public records to the District upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request of the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (THE DISTRICT'S CONTRACT ADMINISTRATOR) AT THE ADDRESS AND PHONE NUMBER BELOW.

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

directed to the other party at its address provided below or such other address as either party may designate by notice from time to time in accordance herewith:

If to Contractor:

Educational Management Consultant Services, Inc.
1514 Country Club Drive
Titusville, Florida 32780
Phone: (386) 931-5165
Attn: President

If to the District:

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

With copy to:

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

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

Duval County Public Schools
Attn: Jacqueline Kelley, Executive Director
c/o 1701 Prudential Drive
Jacksonville, FL 32207
(904) 348-7761

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

23. Intellectual Property Rights.

(a) Contractor represents that it has all intellectual property rights necessary to enter into and perform its obligations in the Agreement. Contractor will indemnify and hold harmless the District from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the Agreement, including its use by the District. If Contractor uses any design, device, materials or works covered by letters, service mark,

trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device or materials in any way involved in the work.

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

(c) Further Agreements Concerning Intellectual Property:

(i) Ownership of Contractor's Intellectual Property: Both parties agree that all discoveries, inventions, improvements, methods, works of authorship, trademarks, service marks, technology, computer programs, databases, trade secrets, confidential information, patents, copyrights, and any other forms of intellectual property (whether or not reduced to practice or writing) (collectively, "Intellectual Property") created or developed by employees or agents of Contractor ("Contractor Personnel"), excluding any District personnel, during the term of this Agreement will be owned exclusively by the Contractor ("Contractor Intellectual Property").

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

(iii) License of District Intellectual Property: The District hereby grants to the Contractor a non-exclusive and royalty-free license to use products

and services embodying District Intellectual Property for Contractor's use at the School for the services set forth in this Agreement and not otherwise. Although the above license is non-exclusive, this is intended to ensure that the District retains the right itself to commercialize and sell to third parties the District Intellectual Property.

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

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

(vi) Cooperative Efforts in Commercialization: In light of the fact that each party will have the ability to commercialize the Joint Intellectual Property, the parties agree that they shall work together reasonably and in

good faith in an effort to prevent any direct competition or conflict between their respective commercialization efforts.

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

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

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

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

27. **Survival.** Those provisions which by their nature are intended to survive the expiration, cancellation or termination of the Agreement, including, by way of example only, the Indemnification and Confidentiality provisions, shall survive the expiration, cancellation or termination of this Agreement.

28. **No Gifts.** It is the policy of the District to not accept gifts, gratuities, or favors of any kind or of any value whatsoever from vendors, members of the staff, or families. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure the Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement. Contractor further warrants that it, nor any of its directors, employees, officers or agents, nor any of Contractor's respective

subsidiaries or affiliates, has taken, is currently taking or will take any action in furtherance of an offer, payment, promise, gifts or anything else of value, directly or indirectly, to anyone to improperly influence or otherwise secure any improper advantage in procuring business in relation to the Agreement. For the breach or violation of these provisions, the District shall have the right to terminate the Agreement without liability and/or, at its discretion, to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

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

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

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

32. Entire Agreement. This Agreement constitutes the final, complete and entire contract between the parties and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether written or oral. There are no representations or other agreements included. No supplemental modification or waiver of this Agreement will be binding unless executed in writing by the parties to be bound thereby.

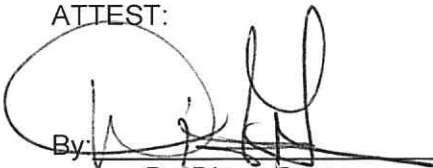
33. Amendments. This Agreement may be amended at any time by mutual agreement of the parties. However, before any amendment will be operative or valid, it must be reduced to writing and signed by both the District and the Contractor.

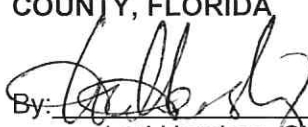
34. Counterpart and Facsimile Signatures. This Agreement may be executed in one or more counterparts and via facsimile signature, the counterparts and facsimiles of which, when taken together, shall be deemed to constitute an entire and original Agreement.

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

EDUCATIONAL MANAGEMENT CONSULTANT SERVICES, INC.

By: Jerry P Copeland
Jerry P. Copeland, President

ATTEST:

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

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

By: _____
Lori Hershey, Chairman

Form Approved:
By: Karen M Chastain
Office of General Counsel

Approved by Board: May 7, 2019

EXHIBIT A
Turnaround Option Plan – Step 1



FLORIDA DEPARTMENT OF
EDUCATION
fldoe.org



TOP-1



Turnaround Option Plan—Step 1(TOP-1)

3-Options

1. Reassignment/Closure
2. Charter
3. External Operator/Outside Entity

Duval
George Washington Carver Elementary

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

Form Number TOP-1, 3-Options, incorporated in Rule 6A-1.099811, F.A.C., effective August 2018

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

Purpose

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

Directions

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

School

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

School Name/ MSID Number
George Washington Carver Elementary School/ MSID # 161581

Stakeholder Engagement

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

Names and affiliation of CAT members: Dr. Diana Greene, Superintendent Vicki Schultz, Chief of Schools William M. Davis, Chief Academic Officer Sonita Young, Chief Human Resource Officer Dr. Kelly Coker-Daniel, Chief of Assessment and Accountability Wayne Green, Turnaround Region Superintendent Randall J. Strickland, Executive Director Jacqueline Kelley, Executive Director Matthew Campese, Executive Director Carolyn Davis, Master Principal Tangia Anderson, Principal Erica Little-Bartley, School Principal
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**Turnaround Option Plan—Step 1 (TOP-1)
3-Options**

LaShawn Streater, School Principal
Shirley Winfrey, School Principal
Shana Adams, School Principal
La'TaTia Ray, Assistant Principal
Katasha Jackman, Assistant Principal
Kevin Baxter, Assistant Principal
Judy Howard, Assistant Principal
Tamia Sibley, Assistant Principal
Anitra Alford Reading Coach,
Charmaine Coker-Hay, School Counselor
Brandon Mack, Family and Community Engagement
John-Curtis Cogdell, SAC President
Angela Cogdell, Parent
Cathy Wilson, Parent
LaTonya Lee, Parent
Pearl Rozier, Community Stakeholder
Patricia Henry, Community Stakeholder
Toyetta Nealey, Community Stakeholder
Natalie Skipper, Community Stakeholder
Timothy Sloan, Community Stakeholder
Hank Rogers, Community Stakeholder
Robert Roberts, Community Stakeholder

Dates of CAT meetings (held and upcoming meetings):

August 30, 2018 @ Northwestern Middle School
October 25, 2018 @ Carver Elementary
January 24, 2019 @ Gregory Drive Elementary (*Tentative*)
May 30, 2019 @ Arlington Middle School (*Tentative*)

What school data was analyzed?

Through a team approach, all stakeholders engaged in a comprehensive 8 Step Problem Solving process to review both qualitative and quantitative data which encompassed all available state, district, and school level data, along with the school's 5 Essentials and Culture and Climate survey reports to identify root causes of any identified barriers to student learning, in order to make informed recommendations for next steps needed to foster sustainable instructional practices. Florida State Assessment data, school climate survey data, along with other district created assessment data were used extensively to assist with the formation of a comprehensive improvement plan of support.

Identified causes of low performance:

GW Carver has been a consistent focus of school improvement by school and district leaders due to the low academic performance of students. The school is in a region of Jacksonville, FL that has a high violent crime rate, high poverty, and deficient educational completion. The school has not met the



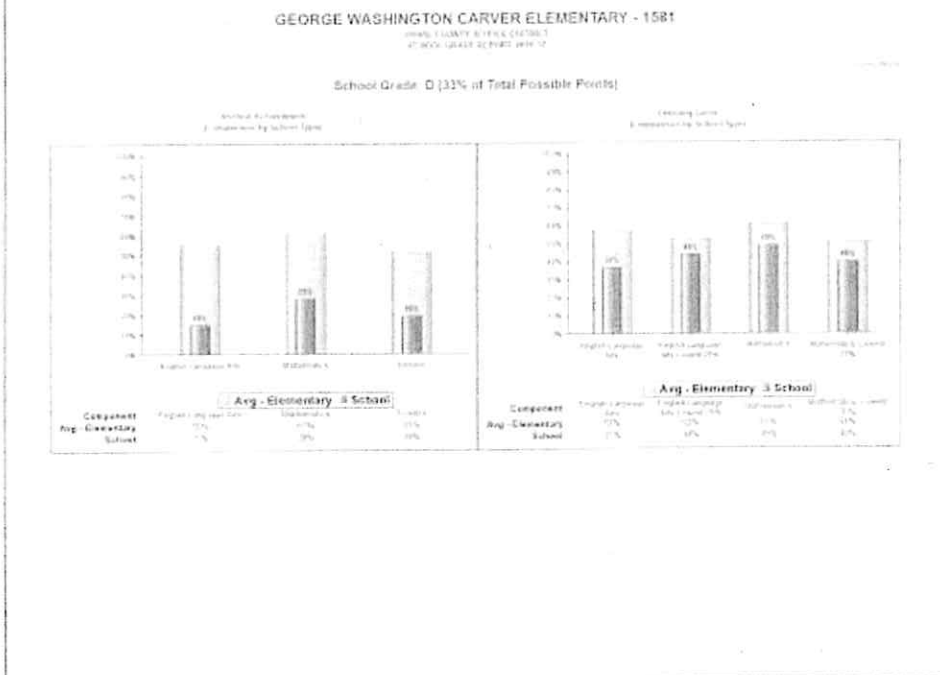
**Turnaround Option Plan—Step 1 (TOP-1)
3-Options**

district's standards of a high performing school for the past four years (2014-2018). GW Carter has earned school grades of "D", "D", "F", and "D". In part due to the inconsistency in standards based instructional practices and faculty turnover. The average teacher turnover for the last three years is 46%.

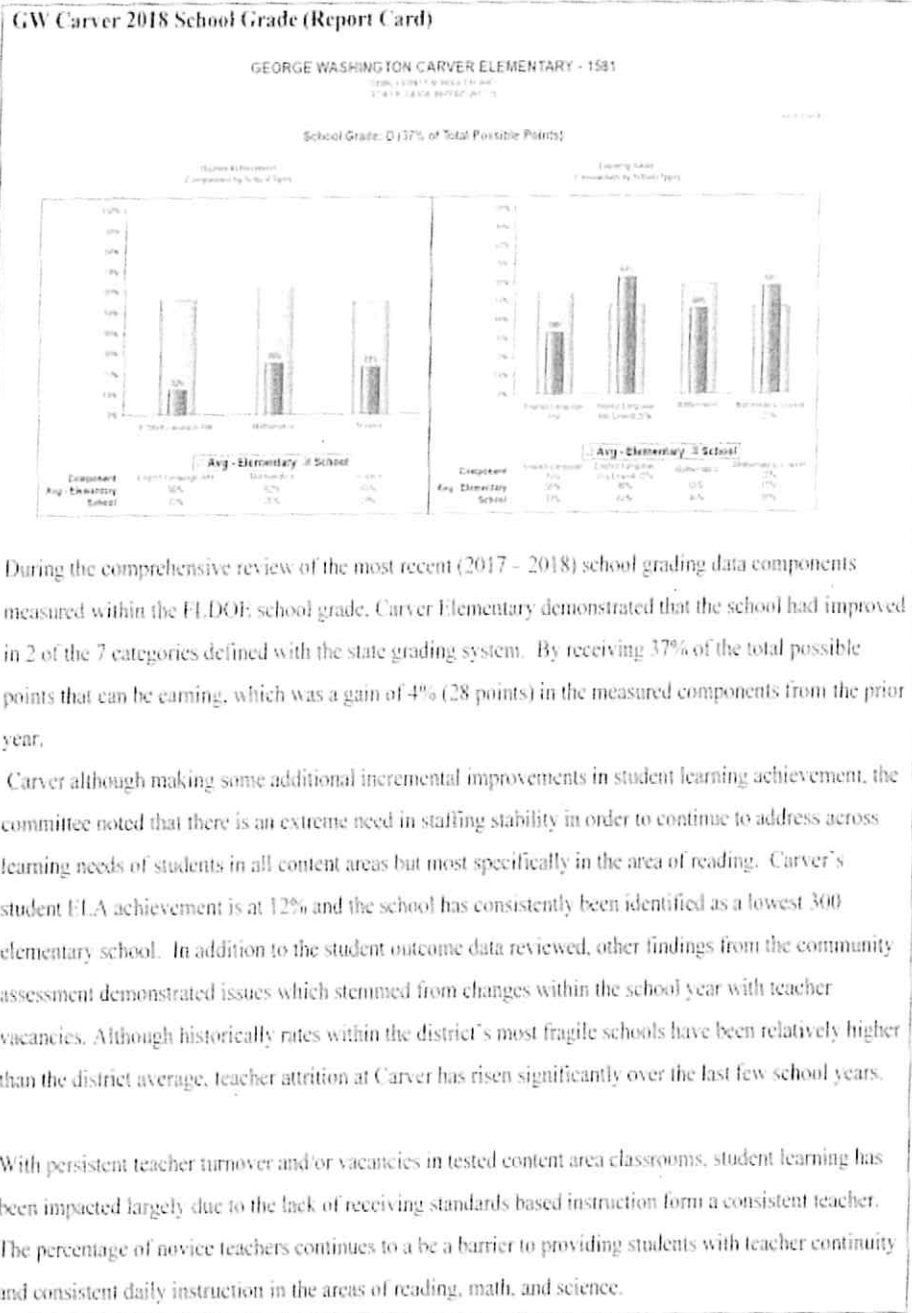
- Year 14-15 out of 30 teachers 7 left (.23)
- Year 15-16 out of 29 teachers 4 left (.13)
- Year 16-17 out of 37 teachers 10 left (.27)
- Year 17-18 out of 33 teachers 18 left (.54)

During the 2016-2017 school year Carver Elementary experienced some incremental increases in student performance as measured by the Florida Standards Assessment (FSA). In the area of English Language Arts (ELA), Carver's data indicated that ELA achievement increased by 1 point, learning gains increased by 9 points, and learning gains of the lowest 25% increased by 2 points. In the area of Mathematics, Carver's FSA data demonstrated a loss in overall Math achievement, which decreased by 6 percentage points. Additionally, Math learning gains remained the same, and Math learning gains of the lowest quartile also showed a decrease of 2 percentage points. Science achievement remained the same.

GW Carver 2017 School Grade (Report Card)



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



Turnaround Option Plan—Step 1 (TOP-1)

3-Options

Recommendations for school improvement:

Although the school has experienced some small success this past year under the guidance of a new school principal, barriers to student learning and increased achievement at Carver continue. Duval's Executive leadership team, under the direction of the Superintendent of Schools, Dr. Diana Greene, along with the new administration team has collaborated with the stakeholders to identify and provide a comprehensive level of support at George Washington Carver Elementary. To lead the implementation of the identified supports for continuous improvement the Superintendent appointed a Turnaround Region Superintendent who has demonstrated evidence of the essential competencies needed to direct the work of turning around Duval's most challenged schools. Additionally, the school is further supported by two (2) executive directors who have demonstrated evidence of successfully turning around underperforming schools; a master principal with extensive history of turning around the trajectory of low and underperforming schools of similar demographics and academic challenges. The planning team after identifying the aforementioned barriers to student learning and increased achievement at GW Carver also sought to identify evidence of strengths and areas where accelerated growth measures can be implemented at Carver. This team worked to define a specific plan for whole school transformation and sustainable practices to support continued increases in student learning and overall academic improvement that result in the school's earning the necessary grade of "C" in 2019. The Superintendent and the District's Community Assessment Team's recommendation of turnaround strategies of support include an aggressive teacher recruitment and retention plan, along with a plan for reengaging the families and community stakeholders of GW Carver Elementary.

Duval County Public Schools supports a belief that if we, as a community, want to bridge the achievement and learning gap currently demonstrated at Carver Elementary, we need to address the placement of quality instructional staffing and daily practices that support an environment conducive to teaching the whole child. The instructional team is receiving professional development and on-site support in best practices for establishing sustaining partnerships that enable the students' and their families at Carver to see themselves as part of the collective team that is leading the change process for transforming the learning environment and increasing overall student achievement.

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

Other information:

GW Carver is a school with a long history of matriculating children from the surrounding community and have established partners to join in the work of supporting the students served at the school. Currently, Carver is a Full Service school with the ability to refer and serve students and their families with a menu of wrap around support services. However, parents are required to attend one initial meeting to arrange for services. Although some of Carver's families welcome the opportunity, many students and families still shy away from the offered support or fail to follow up with referrals to services made on their behalf. Unfortunately, after thirty days of non-activity, the referral becomes invalidated and neither the student or their families receive the services to support challenges that are impacting their daily lives and their academic performance. Carver's students, many who are exposed and or directly impacted by serious adverse childhood experiences, would benefit greatly from the partnership that supports the school's Full Service Plus program. This extremely needed partnership is providing the students and their families access to the wrap around services they need, but greater partnerships to support the removal of pre-conceived perceptions of the stigma of mental health or public support services are necessary for removal of many of the barriers that are impacting daily learning at Carver. A more consistent partnership between the school, their families and within the community is needed to truly reframe the mindset of all stakeholders on the impact of adverse childhood incidents on not just the social and emotional growth of children, but also their ability to come to school ready to learn every day.

Needs Assessment

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

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

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

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

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

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

Methodology

Duval County Public Schools recognizes the essential insight and expertise needed to truly turnaround the learning trajectory of a school that is underperforming as demonstrated by the academic success of the students it serves. Our plan of designing a comprehensive system of support for George Washington Carver Elementary began in the Spring of 2017 with a shared understanding of the essential competencies that a struggling school, embedded within a large urban school district, needs in order to be successful at providing a high quality education their students.

As previously mentioned, Duval’s Executive Leadership Team, under the direction of the Superintendent of Schools, Dr. Diana Greene, along with the academic leadership team at GW Carver engaged in a deep analysis of all current data in order to identify barriers that may be impacting students increased learning and achieving at the school. This extensive review encompassed both the initial plans embedded within the schools approved 2016 DMT TOP plan as well as current data identified indicators of additional areas of support needed for continuous whole school improvement. This planning process was both comprehensive and collaborative as it included all stakeholders and both quantitative and qualitative data. With the supporting guidance of the Superintendent, district executive leadership, which included, the chief of schools, the chief academic officer, the turnaround region superintendent, several executive directors who support the region and the office of school improvement, Carver’s academic leadership, teachers, parents, and other community stakeholders engaged in a comprehensive 8 step problem solving process.

State FSA Historical Trend Data Reviewed:

Test/Grade level	2014-15		2015-16		2016-17		2017-18	
	#	%	#	%	#	%	#	%
FSA ELA								
3	114,093	52.9%	120,279	54.4%	131,932	57.8%	126,265	56.9%
4	106,605	53.8%	109,242	51.9%	116,453	55.8%	120,063	55.6%
5	102,303	51.8%	104,589	51.9%	111,783	52.6%	115,691	54.8%
FSA Math								
3	125,938	58.3%	134,568	60.9%	140,716	61.5%	137,533	61.7%
4	118,074	59.1%	124,851	58.8%	133,668	63.6%	134,980	62.1%
5	108,551	54.5%	112,466	55.4%	122,241	57.1%	129,444	60.7%
Science								
5	104,869	52.7%	103,856	51.2%	108,900	51.1%	116,391	54.9%



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

Duval FSA Historical Trend Data Reviewed:								
Test/Grade level	2014-15		2015-16		2016-17		2017-18	
	#	%	#	%	#	%	#	%
FSA ELA								
3	4,928	46.5%	5,471	49.8%	5,700	51.3%	5,612	50.3%
4	4,564	48.4%	4,637	45.9%	5,184	51.9%	5,022	49.0%
5	4,364	47.5%	4,261	45.7%	4,777	48.0%	5,010	50.9%
FSA MATH								
3	5,800	54.7%	6,723	61.3%	6,900	62.0%	6,656	59.5%
4	5,189	54.5%	5,903	57.9%	6,411	63.7%	6,244	60.2%
5	4,771	51.4%	5,023	53.3%	5,697	56.9%	6,039	60.8%
Science								
5	4,831	52.0%	4,758	50.5%	5,026	50.5%	5,506	55.8%
GW Carver Historical Trend Data Reviewed:								
Test/Grade level	2014-15		2015-16		2016-17		2017-18	
	#	%	#	%	#	%	#	%
FSA ELA								
3	66	19.7%	67	11.9	58	10.3%	63	12.7%
4	49	20.4%	60	18.3%	53	7.5%	35	11.4%
5	42	14.3%	48	8.3%	59	20.0%	36	11.1%
FSA MATH								
3	66	24.2%	67	20.9%	59	19.6%	63	22.2%
4	51	21.6%	59	32.2%	53	28.3%	37	27.0%
5	42	26.2%	48	39.6%	60	28.3%	36	33.3%
Science								
5	42	16.7%	48	16.7%	59	18.6%	36	19.4%

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

SUSTAINED/SUPPLEMENTED STRATEGIES FOR IMPROVEMENT:

Accountable and shared leadership:
Duval's leadership and community assessment team determined that the best turnaround option for GW Carver Elementary School is currently implementing a District-Managed turn-around plan (DMT).

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



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

Currently Carver Elementary is under the direct supervision of the region superintendent for turnaround schools, one who has extensive proven experience with supporting and transforming struggling schools. Additional guidance and support is also provided by a comprehensive executive team, content specific instructional specialist and a full wrap around service group, which is a culture & climate support team that includes a social worker, truancy officer, and a positive behavior specialist to provide attendance and full wrap around support as identified by school data.

2. The Turnaround Region (TR) instructional support team includes content specific curriculum specialist in the areas of reading/language arts, mathematics, science and data analysis. The re-envisioned TR office also supports a recently enhanced culture & climate team which includes a social worker, truancy officer, and a positive behavior specialist to provide strategic support in strategies for increasing student attendance and behavior infractions that impact daily classroom instruction. This additional tier of support will advise the school's administration with providing direct student behavioral health support and early intervention resources. The school's counselor will collaborate with the Turnaround Region climate and culture staff to provide an array of educationally-relevant services to students through a comprehensive wraparound service model.

Standards-based instruction and learning:

The focus of the district's turnaround plan for GW Carver is to provide tiered, systematic, targeted support to address the challenges this school faces. As noted earlier, the school has faced considerable changes within a transitioning neighborhood and shift in instructional staff, the strategies that are currently being implemented along with the additional strategies outlined within this section have been designed to provide tools to address the school's current needs. These turnaround strategies are research-based, and have proven results within Duval County Public Schools, and elsewhere throughout the state and the nation. The district refers to these as "coaching-mentoring-partnering" strategies, and they have been tied to the findings from the Community Assessment Team.

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



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

1. Turnaround region leadership will collaborate with district content directors and specialist to design and present interactive learning sessions that will dive GW Carver's instructional staff deeper into grade level and content specific standards and instructional implications revealed through data analysis.
2. Region leadership and content area specialist will support job-embedded professional learning community trainings in effective use of intervention tools to build and support small group differentiated instruction that addresses each of the school's targeted student populations (Proficient, Approaching, Below) in increasing grade level proficiency.
3. Major emphasis will continue to be on effective standards based instructional planning and the implementation of the AVID WICOR strategies for student's success. Both initiatives designed to embed student ownership of learning supports to increase their grade level reading, math, and science proficiency.
4. Content specific training sessions will be provided for teachers in order to support school teacher teams in the identification and unpacking of priority standards for each quarter of instruction identified within the district's curriculum guides; grade and content specific differentiated lesson planning through demonstrations of instruction that highlight deliberate practices; and in recognizing student learning "look fors" that demonstrate standards mastery.
5. Through engaging professional development and coached practice walkthroughs, the school's leadership team will also learn how to systematically collect classroom-level data from many classrooms and aggregate that data to expose patterns and trends within their school's instructional program. Teachers will also learn a protocol to facilitate structured reflective data conversations with their students that increase the self-efficacy needed to transform a learner.
6. The Turnaround Region will conduct quarterly data meetings with the school's leadership team, working collectively to identify key areas of needed support in order to assist intervention staff in providing effective tiers of support specific to meeting individual student growth area needs.
7. This aligned observational and ongoing student achievement data process will also provide the regional support staff with information that can be used to offer additional support and/or resources as needed.

Positive culture and climate:

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

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

1. The *SEssential* survey will be used at the school in order to streamline the school's focus on the 5 foundational elements that make a successful school: Effective Leaders; Collaborative Teachers; Involved Families; Supportive Environments; and Ambitious Instruction. The leadership will continue to work and improve on the greatest area of weakness, Involved Families. This purposeful internal review of current systems will allow current leadership at the school to better understand the underlying issues that must be addressed to create an environment conducive to learning and that will foster reengagement of its most needed stakeholders. Additionally, the school will also continue to utilize the district's internal survey data as a guide to determine next step strategies for supporting students and their families. GW Carver's new administration will continue to closely monitor progress and reassess strategies based upon school wide data and climate survey results.
2. Continued involvement of current student support staff: Carver Elementary will continue to rely heavily on the expertise of the school's executive team, content specific instructional coaches, the full wrap around service support from its partnership with United Way of Central Florida that provides the school's students and families with a dedicated culture & climate support team. This support team provides Carver families access to a social worker, a truancy officer, and a positive behavior specialist who provides attendance and full wrap around support as identified by the school's data.
3. *A more improved and targeted calendar of Parent Academy activities:* The Duval County Schools Parent Academy provides courses for families at locations throughout the district. Carver's teachers and guidance counselor will work with community partners and district staff to offer onsite Parent Academy courses that address the specific needs of the school's families on site. The Parent Academy will serve as a platform for direct contact with families, addressing the whole child. Additionally, school leadership will encourage participation in the courses by offering transportation when needed for parental attendance at high interest, interactive events, and sessions offered in response to needs identified by parents and survey assessment tools.
4. *Reach out to active small business owners, home associations, and other community organizations to increase neighborhood participation and buy-in.* The neighborhood where the school is situated is has an established community partnership with a number of small business owners, faith-based partners, and other neighborhood advocacy groups. The school leadership will work to engage these neighborhood associations in an advisory council with a mission to encourage increased participation from the disengaged members of the community.

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

GW Carver's needs assessment review indicated that during the 2017-2018 school year the school demonstrated a significant decrease in English Language Arts proficiency in grade 5 of more than nine percentage points dropping from 20% of the student's demonstrating grade level proficiency to only 11.1%; a marked decrease

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

in both overall mathematics proficiency and in mathematics learning gains, resulting in a loss in proficiency in 5 of the seven categories measured within the school grade. The committee had a shared belief that the inconsistency in standards based instruction in several classrooms, the high teacher turnover rate, increase in student disciplinary infractions, all greatly contributed to the lack of active student engagement and resulted in a marked decrease in overall student learning and achievement.

For the 2018-2019 school year, as aforementioned, George Washington Carver Elementary is under the direct supervision of a Principal who was placed at the helm in June of 2017 and an a newly assigned assistant principal with a proven track record for supporting change in a turnaround school with similar challenges and demographics. This leadership team will be working under the guidance of the Turnaround Region Superintendent who will be providing on-going direct support. The school's principal will be further supported, as needed, by the Turnaround Region's additional staff to assist with the necessary coordination of school-specific instructional support from the Office of Curriculum & Instruction. This support will have a primary focus on teacher retention, standards-based instruction, effective lesson planning, student task and data analysis, problem solving and performance management strategies and other necessary instructional supports identified during instructional walks conducted by the Region Superintendent and the school's administrative leadership team in order to prioritize resources necessary to address barriers to learning. Furthermore, GW Carver's district managed plan includes frequent monitoring of student data, teacher and parent surveys, as well as instructional walks and shared stakeholder meeting to measure strategy effectiveness and/or identify areas that need alternative strategies or support. This plan for on-going monitoring will provide additional support whenever school specific data indicates the need to re-assess identifiable barriers as well as areas of strength and make real-time adjustments as necessary.

Select One Turnaround Option

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

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

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

Selected Turnaround Option Plan Rationale

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

The district has conducted two district wide community assessment team meetings to review school data, principal initiatives and current school plans for improvement. Additionally the district provided an open survey for stakeholders who were provided opportunities via school level data chats; status of the school meetings with partners, and PIA and SAC Advisory meetings, to provide recommendations to the Superintendent for consideration of the above elected turnaround option of contracting with an outside entity that has a demonstrated record of effectiveness to operate the school if the school fails to make the necessary grade of "C" at the end of this year.

Complete only the section for the selected turnaround option.

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

Reassignment/Closure (RC)

Assurance 1: Close and Reassign Students

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

Assurance 2: Monitoring Reassigned Students

- The district shall monitor the reassigned students and report their progress to the department for three years on a quarterly basis. Reports shall include attendance, grades and progress monitoring data aligned to Florida's Standards, record of instructional personnel assignment, and three-year aggregated state VAM rating. The district shall provide quarterly reports to the RED.

Assurance 3: Reassignment of Instructional Personnel and Administrators

- The district shall ensure that instructional personnel rated as Unsatisfactory or Needs Improvement based on the three-year aggregated state VAM rating are not reassigned to other Differentiated Accountability (DA) schools within the district.

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

- The district shall ensure that administrators from a school closed through selection of this turnaround option are not reassigned at other DA schools within the district.

Charter (CH)

Assurance 1: Close and Reopen School

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

Assurance 2: Contracting with Charter Organization

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

Assurance 3: Selecting a Successful Organization

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

Assurance 4: Selecting Instructional Staff

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

External Operator/Outside Entity (EO)

Assurance 1: Selecting a Successful EO

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

Assurance 2: Selecting Leadership

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

Assurance 3: Selecting Instructional Staff

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

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

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

Assurance 4: Contracting with the EO

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

1. Services and responsibilities for leadership and instructional staffing, curriculum and instruction, assessments and progress monitoring, professional development and any other identified school improvement areas.
2. The EO has a record of school improvement in turning around schools that are high-poverty and low-performing with students of similar demographics.
3. The role of the EO in the recruitment, selection and placement of instructional personnel with proven experience and capacity to serve students who may need intensive remediation and instruction.
4. The role of the EO in the recruitment, selection, placement, training and oversight of the school leadership team, including specific information about the EO's authority in these areas.
5. A detailed provision outlining the new or modified services to be provided by the EO if the district had an existing contract with the EO.
6. A detailed budget.

Timelines

This timeline applies if the district selects RC.

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

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

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

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

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

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

Request for Extension of Turnaround Plan, Criteria and Due Date

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

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

1. The request is received by the Department on or before November 1 on this form;
2. The request demonstrates that the school has a positive trajectory using the grade components listed in s. 1008.34(3)(b), F.S.;
3. The request demonstrates that the DA school has no Unsatisfactory rated instructional personnel and the percentage of Needs Improvement instructional personnel must be at or below the district VAM average where the district has more than five schools, or the state VAM average where the district has five or fewer schools; and
4. During the remainder of the implementation of the turnaround plan, the district agrees to staff the school with no Unsatisfactory rated instructional personnel and maintain or improve the school's VAM average, as provided in Rule 6A-1.099811(15)(a)4., F.A.C.

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


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



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

Acknowledgement

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

Name and title of person responsible for completion and submission of the TOP-1
Jacqueline Kelley, Executive Director Turnaround Region
Contact information: email, phone number
kelleyj@duvalschools.org; Phone #'s (904) 314-8677 or (904) 924-3722
Date submitted to the Bureau of School Improvement
November 5, 2018
Superintendent Signature (or authorized representative)




TOP-2 – Step 2



FLORIDA DEPARTMENT OF
EDUCATION
fldoe.org



Turnaround Option Plan—Step 2(TOP-2)
External Operator/Outside Entity (EO)

Duval
George Washington Carver Elementary

Form Number TOP-2, EO, incorporated in Rule 6A-1.099811, F.A.C., effective August 2018

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

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

Purpose

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

Directions

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

School

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

School Name/ MSID Number
George Washington Carver Elementary School/MSID # 161581

EO Assurances

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

Assurance 1: Selecting a Successful EO

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

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

Adhering to all currently adopted district policies and procedures for contracting with external service providers, Duval County Public Schools, through a request for information process and a fact finding committee, is currently researching external providers that have a proven track record of success in turning around elementary schools similar to George Washington Carver and the community of students that the school serves. Our process began with establishing a timeline that would support the guidelines from FLDOE that the contracted external operator would be well positioned to assume the transition of all operational management and instructional oversight of George Washington Carver Elementary, in the event that the school falls short of earning the necessary grade of "C" or higher, at the end of the 2018-2019 school year.

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

A timeline, with deliverable milestones of processes necessary for contract creation, school board review and consideration, and final signed agreement to support the expectation that an agreement with the identified EO be submitted on or before May 31, 2019 is outlined below:

EO: Area of Assurance .	Objective	Milestone /Next Steps	Goal	Projected Completion Date
Area(s): 1, 2	Identify education management organizations to operate the school	Create a request for information based upon current board adopted policies and procedures for contracting with external providers	To identify 3 -5 organizations with proven effectiveness with turnaround school management.	Week of 01/14/2019
Area # 1	Contact Potential organizations with request for proposals presentations and organizational framework	Establish a review committee and timeline for group review of submitted proposals	To have the district executive leadership and other key stakeholders review all submitted external operators proposals for service	Week of 01/22/2019
Area(s): 1, 2	Committee Presentation Review of Proposed Service Providers	Establish a rubric for committee standards of review	To select 1- 2 organizations for deeper contract negotiation and potential recommendations to Board for Review	Week of 01/28/2019
Area(s): 1, 2	Identify selected external management organization for contracted service recommendation to Board for review	Engage in formal contract negotiation with selected provider	Present proposed contract service provider with scope of work to Board for Review and discussion	Week of 03/18/2019
Area(s): 1, 2	Make Recommendation to School Board for Approval of Contract with identified External Operator for the school.	Create Board Agenda item with agreed contract for services.	Received Board Approval to enter into proposed contract with the selected external operator	Week of 04/15/2019

The specific terms of service and timeline for initiating the transitional management plan prior to the start of the 2019 – 2020 school year will be negotiated and ultimately embedded within our external operator contract for service.



Turnaround Option Plan—Step 2 (TOP-2)
External Operator/ Outside Entity

All interested parties have been informed that each provider selected to present must encompass at a minimum the following: their organizations framework for partnering with the district to provide school leadership, teachers, and other school staff with coaching, monitoring, and professional development necessary for developing sustainable strategies and systems that foster a “transformative mindset” within every stakeholder. Through a partnered approach, the school, provider, and the district will work to continue the supports and rigorous efforts needed to maintain school and student academic success.

Assurance 2: Selecting Leadership

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

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

The district will address Assurance 2: Selecting leadership through its contractual agreement with an elected external operator once identified. Duval’s *DRAFT* contract for external operator services provides very specific language that explicitly states that all primary management and staffing of personnel, to include selection, placement and evaluation of school-based instructional, *administrative (emphasis added)* and support staff shall be provided by the Contractor. The contract will further require that all school staff be selected through an interview protocol established by the external operator.

Additionally, the selected External Operator will have full authority and discretion in the selection and hiring of the administrative leadership team and all staff. However, the district’s contract template does articulate that our human resource staff will collaborate with the external provider to develop a candidate selection pool of possible candidates that meet mutually agreeable leadership characteristics. These characteristics will include, but not be limited to, prior experience as a school leader in a turnaround school, record of academic performance in all measurable/assessed content areas, demonstrated effectiveness with improving school culture, evidence of implementation of strategies to address early warning indicators (such as attendance, discipline, suspensions, etc.) and experience with stakeholder engagement.

The district plans to establish clear protocols for collaborating with the external provider to develop mutually agreeable characteristics for the school’s extended leadership team members. Characteristics should include, but not be limited to, prior experience as supporting school leaders in a turnaround school, record of academic performance in all measurable/assessed content areas, demonstrated effectiveness with improving school culture, evidence of implementation of strategies to address early warning indicators (such as attendance, discipline, suspensions, etc.) and experience with stakeholder engagement.

As part of the initial assessment of the school by the selected contractor, the district’s *DRAFT* contract supports working collaboratively with the external operator and the current school leaders to review existing professional learning opportunities being provided through district and school based trainings. Additionally, *DRAFT* contract language also articulates an agreement that the school’s staff be afforded an opportunity to provide input regarding desired professional development for the upcoming year. The 2018-2019 state and district performance data will be used to finalize professional development offerings for the



Turnaround Option Plan—Step 2 (TOP-2)
External Operator/ Outside Entity

upcoming year. Such training shall be differentiated for each school based on the school's individual need and faculty/staff composition. In order to allow instructional and administrative staff time to analyze year end data and prepare for the upcoming year, each school has been allocated up to five (5) additional workdays prior to the beginning of the school year for implementation of site-based professional development to be managed and implemented by the contractor.

Assurance 3: Selecting Instructional Staff

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

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

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

Duval assures that our contracted agreement with the selected external operator will include language that provides in pertinent part that primary management and staffing of personnel, to include selection, placement and evaluation of school-based *instructional (emphasis added)*, administrative and support staff shall be provided by the Contractor. Our *DRAFT* contract further requires that all school staff will be selected through an interview protocol established by the external operator. The language specifically excludes from eligibility, any teacher with end of year state VAM data or overall summative evaluation in the Needs Improvement or Unsatisfactory range.

The district is committed to providing the selected contractor with all allowable performance and personnel information available for current employees needed to ensure that the school's instructional personnel, as selected by External Operator, have proven experiences of providing services to students requiring intensive remedial instruction. At a minimum, such data shall include: allowable individual teacher evaluation data and other pertinent personnel records. To assist with ensuring a sufficient applicant pool, the district has entered into an agreement with the bargaining agent for instructional personnel to be provided retention and varied performance incentives. Performance values range from \$2,000 - \$5,000 annually and an additional \$2,000 retention incentive is available to existing employees, selected by the contracted external operator to remain at George Washington Carver Elementary School.

Additionally, our human resources staff shall continue to provide operational services such as processing of applicants, verification of proper certification and conducting statutory background and reference checks to facilitate the onboarding or transfer of personnel at the school. The contracted external operator will be provided access to all scheduled district recruiting activities, including annual transfer fairs and local hiring events. Such access will allow the provider access to applicants pre-screened for certification eligibility by the district and extended interview times for TOP schools. To further assist with staffing needs, minimum experience requirement for internal candidates will be waived to allow transfer of candidates selected by the district's contractor for external operation.

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

Assurance 4: Contracting with the EO

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

1. Services and responsibilities for leadership and instructional staffing, curriculum and instruction, assessments and progress monitoring, professional development and any other identified school improvement areas.
2. The EO has a record of school improvement in turning around schools that are high-poverty and low-performing with students of similar demographics.
3. The role of the EO in the recruitment, selection and placement of instructional personnel with proven experience and capacity to serve students who may need intensive remediation and instruction.
4. The role of the EO in the recruitment, selection, placement, training and oversight of the school leadership team, including specific information about the EO's authority in these areas.
5. A detailed provision outlining the new or modified services to be provided by the EO if the district had an existing contract with the EO.
6. A detailed budget.

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

Adhering to all currently adopted district policies and procedures for contracting with external service providers, Duval County Public Schools, through an Intent to Negotiation (*Attachment A - ITN*) process and a fact finding committee, solicited proposals from external providers that had expressed interest and had a demonstrated record of prior success in turning around elementary schools similar to George Washington Carver and the community of students they serve. Our process began with establishing a timeline that would support the guidelines from FLDOE that the contract be signed and finalized by May 31, 2019 and thereby ensuring that the elected external operator be well positioned to assume the transition of all operational management and instructional oversight of George Washington Carver Elementary School, in the event that the school fails to earn the necessary grade of "C" or higher, at the end of the 2018-2019 school year.

Acknowledgement

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

[Duval] – Page 6



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

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

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

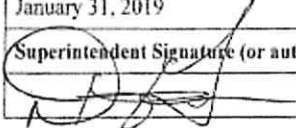
Name and title of person responsible for completing and submission of the TOP-2
Jacqueline Kelley, Executive Director Turnaround Region
Contact information: email, phone number
kelleyj@duvalschools.org ; (904) 348-7761
Date submitted to the Bureau of School Improvement
January 31, 2019
Superintendent Signature (or authorized representative)


EXHIBIT B
Services

Month	Phase	Description	Deliverable	Cost	Invoicing
May 8 th - May 31 st	Phase I Mobilization & School Needs Assessment	Conduct a comprehensive review of Academic performance data, curriculum and instruction and other data necessary to identify current systems and resources in place	Detailed listing of all requested data, curriculum and other operational information to conduct research and review; and a list of all staff hired to support Phase I requiring approved vendor access.	\$10,000	\$10,000 invoiced no earlier than May 15, 2019 for purposes of Contractor's mobilization for Phase I, and \$10,000 invoiced no earlier than May 31)
		Needs assessment and On-Site Analysis of operational support systems such as budgets, facilities, supplies, IT infrastructure and other current school specific instructional procedures/practices.	Year 1: 2019-2020 Comprehensive Action Plan for School Improvement Report (supporting both state and district areas of consideration); shared with the Turnaround Region Leadership during May bi-monthly meeting.	\$10,000	
June 1 st - July 31 st	Phase II Operational Readiness	Assist District Staffing in Leadership and faculty retention and recruitment efforts; Develop communication plan for the community and school; prepare the School's Academic Leadership Team to execute the 2019-20 Comprehensive School Improvement Plan.	School/Community Advertisements and or announcement flyers, Calendar of Recruitment Events, meeting agendas with school's Academic Leadership Team (ALT); 2019-20 proposed Professional Development Plan for school leadership, teachers, and other staff; to be shared with the Turnaround Region Leadership during July's bi-monthly meeting.	\$50,000	Operational Readiness task in Phase II invoiced in 2 installments as follows: \$25,000.00 invoiced no earlier than June 30, 2019 for and \$25,000 invoiced no earlier than July 31 st .

Aug 1- 2019 - June 30, 2020	Phase III	EO in consort with the District assumes full operation of school systems such as budget, school leadership; instructional staffing, and daily Academic Operation. Invoicing details follow:			
	Aug 1 – Aug 31 st	Instructional Leadership and staff Training/ opening of schools	Teacher, Student, Parent Orientation plans, Teacher professional development plans, sign in sheets; agendas	\$25,800	Mobilization of Full Operations in Phase III to be invoiced as follows: \$25,800 invoiced no earlier than August 31, 2019
	Sept 1- Sept 30 th	Primary oversight and operation of all school functions	All State Required Reporting and district bi-monthly meeting Staff on the overall Status of the all essential school systems including but not limited to: School Leadership, Instruction, Assessment; Community and Family Engagement, Instructional Resources, Professional Development.	\$13,000	\$13,000 to be invoiced no earlier than September 30, 2019.
	Oct 1 - Oct 31 st	Primary oversight and operation of all school functions	Quarter 1 State Progress Monitor data Reports (PMDR); District Baseline Data Analysis and overall Status of the School report to Regional Leadership	\$13,000	\$13,000 to be invoiced no earlier than September 30, 2019.
	Nov 1 st - Nov 30 th	Primary oversight and operation of all school functions	District bi-monthly meeting Agenda with narrative on the overall Status of the School in Essential School Systems	\$13,000	\$13,000 to be invoiced no earlier than November 30, 2019.
	Dec 1 st – Dec 31 st	Primary oversight and operation of all school functions	Mid-Year Data Analysis Report to Superintendent and Cabinet on the overall Status of the School to include, student academic performance, staffing, parent	\$13,000	\$13,000 to be invoiced no earlier than December 31, 2019.

			and community engagement/ and other essential school systems that impact student achievement.		
	Jan 1 st – Jan 31 st	Primary oversight and operation of all school functions	Quarter-2 State Progress Monitor data Report(PMDR); Agendas with narrative addressing professional development and/or staff trainings, student learning supports, and other instructional shifts that impact student achievement.	\$13,000	\$13,000 to be invoiced no earlier than January 31, 2020.
	Feb 1 st – Feb 28 th	Primary oversight and operation of all school functions	All State Required Reporting and district bi-monthly meeting on the overall Status of the School in Essential School Systems not limited but to include:	\$13,000	\$13,000 to be invoiced no earlier than February 28, 2020.
	March 1 st – March 31 st	Primary oversight and operation of all school functions	All State Required Reporting and district bi-monthly meeting on the overall Status of the School in Essential School Systems	\$13,000	\$13,000 to be invoiced no earlier than March 31, 2020.
	April 1 st – April 30 th	Primary oversight and operation of all school functions	Quarter-3 State Progress Monitor data Report(PMDR); Agendas with narrative addressing professional development and/or staff trainings, student learning supports, and other instructional shifts that impact student achievement.	\$13,000	\$13,000 to be invoiced no earlier than April 30, 2020.

	May 1 st – May 29 th	Primary oversight and operation of all school functions	All State Required Reporting and district bi-monthly meeting on the overall Status of the School in Essential School Systems	\$13,000	\$13,000 to be invoiced no earlier than May 29, 2020.
	June 1 st – June 30, 2020	Primary oversight and operation of all school functions	Quarter-4 State Progress Monitor data and end of school year Reports(PMDR); Final Status of the School Review with Recommendations presented to Superintendent of Schools and Cabinet Staff on the overall Status of the all essential school systems including but not limited to: School Leadership, Instruction, Assessment; Community and Family Engagement, Instructional Resources, Professional Development.	\$13,000	\$13,000 to be invoiced no earlier than June 30, 2020.
	August 1, 2020	Performance Payment	Final Payment of \$56,400 due and payable to Contractor if the School earns a school grade of "C" or higher for the 2019-2020 school year	\$56,400	Subject to the requirements noted below**, \$56,400 due and payable to the Contractor if the School earns a school grade of "C" or higher for the 2019-2020 school year. If the School does not earn a grade of "C" or higher, then this final payment is not earned by the Contractor unless the contingencies noted below** are applicable.
TOTAL COST OF OPERATIONAL SERVICES					\$282,200

** The potential final payment to Contractor of \$56,400.00 is subject to the District's allowance of Contractor to fully implement its turnaround plan for the School. Contractor is obligated, and understands and agrees, that it must send written notice to the District if the Contractor is unable to implement its turnaround plan based on the actions or inactions

of the District. Such notice shall comply with the formalities set forth in section 21 of the Agreement, and set forth with specificity the basis of the Contractor's claim, and the Contractor shall provide the District ten (10) business days to cure Contractor's claim. If the District receives notice from the Contractor pursuant to this section and fails to timely cure the Contractor's claim, then regardless of the School's grade for school year 2019-2020, the District shall remit the final payment to the Contractor in the amount of \$56,400.00.

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

EXHIBIT C
Contractor's Personnel

Lead On-site Administrator

Job Description: Lead On-site Administrator will develop turnaround plan for Gregory Drive Elementary school and George Washington Carver Elementary school. The Lead On-site Administrator will work day to day with school staff to implement turnaround plan. The day to day will include classroom observations, teacher development, principal development, and curriculum training specific for each school's needs. The Lead On-site administrator will communicate with the district as well as the EMCS Project manager for reporting to district.

Lead On-site Administrator for Gregory Drive and George Washington Carver will be Pam Stewart.

On-Site Administrator

Job Description: Collaborate and assist with Lead on-site administrator to develop turnaround plan for Gregory Drive and George Washington Carver Elementary Schools. The on-site administrator will work day to day with school staff to implement turnaround plan. The day to day will include classroom observations, teacher development, principal development, and curriculum training specific for each school's needs.

On-site Administrator for Gregory Drive and George Washington Carver will be Brenda Blackburn.

Curriculum Specialists

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

Curriculum Specialists for Gregory Drive and George Washington Carver will be Debra Snyder, Michael Hitsman, Patricia Shelton, Beth Moore, Diane Murphy, and Jane Cheney.

Data Analyst

Job Description: Take school data to create useful information for Lead On-site and On-site Administrators for development of turnaround plan and curriculum trainings.

Data Analyst for Gregory Drive and George Washington Carver will be Peter Bruggink.

Contract Administrator

Job Description: Contract Administrator is responsible for supporting the on-site administrators follow all time lines in contract. Reports to district any obstructions of plan

that could stop school from moving to a school grade of C or better. Invoices district according to contract and works with district turn around office in any needs that may arise.

Contract Administrator for Gregory Drive and George Washington Carver will be Trevor Tucker.

Organizational Chart

Educational Management Consultant Services, Inc.

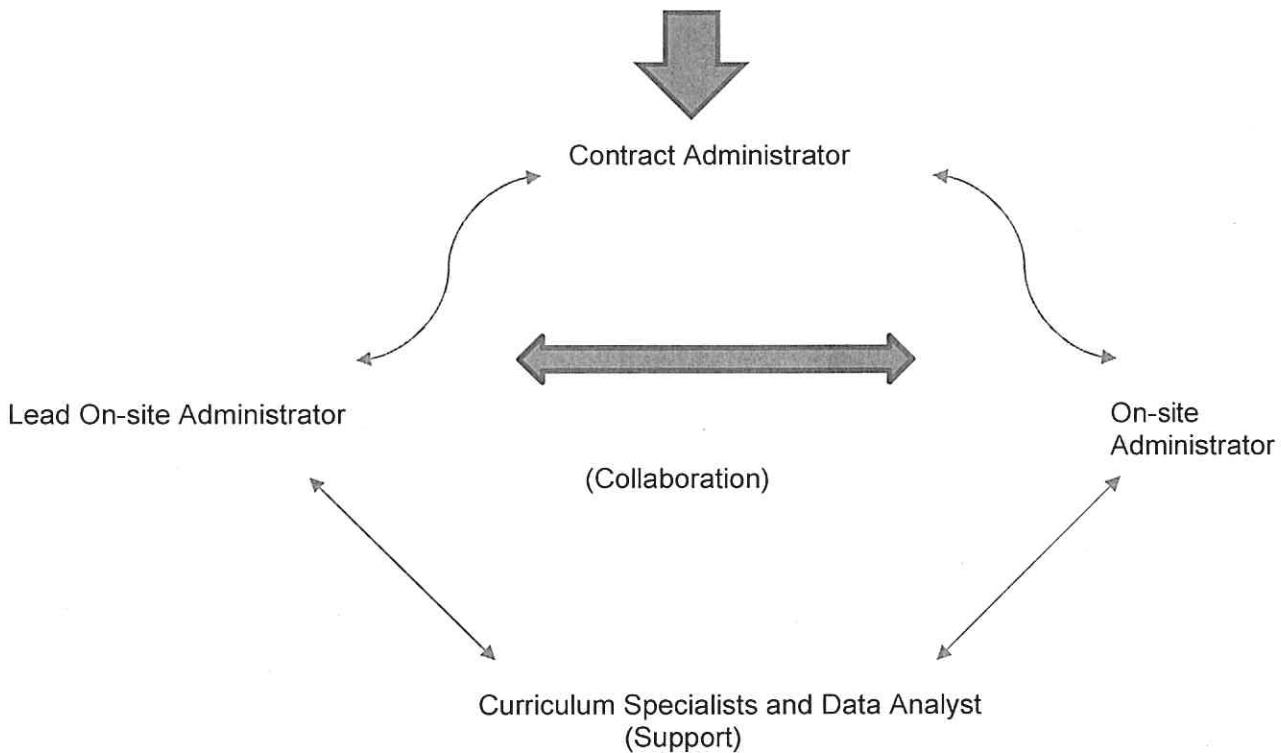


EXHIBIT D – DTU MOU

Memorandum of Understanding Turnaround Schools

This memorandum of understanding, effective July 1, 2017 is intended to memorialize the agreement between the Duval County School District and Duval Teachers United (DTU) with regard to statutory requirements governing schools under state monitoring by the Florida Department of Education under Differentiated Accountability. The parties agree as follows:

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

Whereas the district currently has fourteen schools under state differentiated accountability monitoring; and

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

Whereas the parties have agreed to develop language to ensure compliance with statutory requirements related to schools under differentiated accountability;

NOW, THEREFORE, the parties agree as follows:

Educational Emergency Defined – Pursuant to Section 1001.42 (21), an educational emergency exists in a school district if one or more schools in the district have a school grade of "D" or "F". When such emergency exists, the school district is required to negotiate special provisions of its contract with the appropriate bargaining units to free schools with a school grade of "D" or "F" from contract restrictions that limit the school's ability to implement programs and strategies needed to improve student performance. The MOU must address the selection, placement and expectations of instructional personnel and provide principals the autonomy described in section 1012.28(8), Florida Statutes.

Recruitment and Retention Strategies – Human Resources staff will collaborate with DTU annually to ensure schools with a grade of "D" or "F" under state monitoring implement strategies to support teacher recruitment and retention. Strategies shall include, but not be limited to:

- Priority Access by Turnaround School Leaders to Recruitment Events
- Early Return of Instructional Personnel to Better Plan and Prepare for Instruction
- Funding for Additional Professional Development Opportunities for Instructional Personnel
- Negotiated Recruitment/Retention Incentives
- Waivers for Minimum Experience Requirements to Transfer into Schools with "D" or "F"
- Process for Notifying Teachers with Unsatisfactory or Needs Improvement VAM ratings of Administrative Transfer Assignment

This MOU will be reviewed annually by the parties.



For DCPS



For DTU 11/13/17

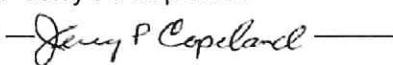
EXHIBIT E - COMPOSITE FEDERAL FORMS
FEDERAL REGULATORY COMPLIANCE STATEMENT

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

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

CONTRACTOR: Educational Management Consultant Services, Inc., a Florida corporation

PRINT NAME OF AUTHORIZED REPRESENTATIVE: Jerry P. Copeland

SIGNATURE OF AUTHORIZED REPRESENTATIVE:  _____

TITLE: President

DRUG FREE WORKPLACE CERTIFICATION

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

1) Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Informed employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3) Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5) Imposed a sanction on, or required the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

By: Jerry P. Copeland 4/30/2019

CONTRACTOR'S SIGNATURE/DATE

Jerry P. Copeland, President

Name of Company: Educational Management Consultant
Services, Inc., a Florida corporation

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

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

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

By: 
CONTRACTOR'S SIGNATURE

Jerry P. Copeland, President

Name of Company: Educational Management Consultant
Services, Inc., a Florida corporation

INSTRUCTIONS FOR COMPLETION OF NON-COLLUSION AFFIDAVIT

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

NON-COLLUSION AFFIDAVIT

State of FLORIDA

County of DUVAL

I state that I am the President of Educational Management Consultant Services, Inc., a Florida corporation, and I am authorized to execute this affidavit on behalf of my firm, its owners, directors, and officers. I am the person responsible in my firm for the price(s), guarantees and the total financial commitment represented in the firm's offer.

I hereby attest that:

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

NONE

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



(Signature)

4/30/2019

(Date)

EXHIBIT F
Insurance Requirements

A. **REQUIRED INSURANCE.** Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall (and shall also require of any of its subcontractors), at their sole expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth herein. Except as may be otherwise expressly specified in this Exhibit, the insurance shall commence at or prior to the execution of the Agreement by the District and shall be maintained in force throughout the term of the Agreement.

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

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

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

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

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

d. The Contractor s may be relieved of providing Workers' Compensation coverage provided an exemption form is submitted from the State Division of Workers Compensation stating the Contractor is exempt from the insurance requirement under F.S. 440.

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

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

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

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

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

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

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

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

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

a. The Contractor's insurance shall cover the Contractor for those sources of liability which would be covered by Section II of the latest occurrence edition of the standard Business Auto Coverage Form (ISO Form CA 00 01) as filed for use in the State by ISO without any restrictive endorsements other than those which are required by the

State, or those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements). Coverage shall include all owned, non-owned and hired autos used in connection with the Agreement.

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

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

\$1,000,000 Each Occurrence - Bodily Injury and Property Damage Combined

4. **Professional Liability.** The professional liability insurance provided by the Contractor shall conform to the requirements hereinafter set forth:

a. The professional liability insurance shall be on a form acceptable to the District and shall apply to those claims which arise out of Services performed by or on behalf of the Contractor pursuant to the Agreement which are first reported to the Contractor within four years after the expiration or termination of the Agreement.

b. If the insurance maintained by the Contractor also applies to services other than Services under the Agreement, the limits of insurance maintained by the Contractor shall not be less than \$1,000,000 per claim/annual aggregate. If the insurance maintained by the Contractor applies exclusively to the Services under the Agreement, the limits of insurance maintained by the Contractor shall not be less than \$1,000,000 per claim/annual aggregate.

c. Except as otherwise specifically authorized in the Agreement, the insurance may be subject to a deductible not to exceed \$15,000 per claim.

d. The Contractor shall maintain the professional liability insurance until the end of the term of the Agreement. Through the use of an extended discovery period or otherwise, the insurance shall apply to those claims which arise out of professional services, prior to the expiration or termination of the Agreement which are reported to the Contractor or the insurer within four years after the expiration or termination of the Agreement.

B. **EVIDENCE OF INSURANCE.** Except as may be otherwise expressly specified in this Exhibit, the insurance shall commence at or prior to the execution of the Agreement by the District and shall be maintained in force throughout the term of the Agreement. The Contractor shall provide evidence of such insurance in the following manner:

1. As evidence of compliance with the required Workers' Compensation and Employer's Liability, Commercial General Liability, Business Auto Liability, and Professional Liability, the Contractor shall furnish the District with a fully completed satisfactory Certificate of Insurance such as a standard ACORD Certificate of Liability Insurance (ACORD Form 25) or other evidence satisfactory to the District, signed by an authorized representative of the insurer(s) providing the coverage. The Certificate of Insurance, or other evidence, shall verify that Workers'

Compensation/Employer's Liability contains a waiver of subrogation in favor of the District, identify the Agreement, and provide that the District shall be given no less than thirty (30) days' written notice prior to cancellation.

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

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

b. An original copy of the policy (or policies).

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

4. Notwithstanding the prior submission of a Certificate of Insurance, copy of endorsement, or other evidence initially acceptable to the District, if requested by District, the Contractor shall, within thirty (30) days after receipt of a written request from the District, provide the District with a certified copy or certified copies of the policy or policies providing the coverage required by this Section. The Contractor may redact or omit those provisions of the policy or policies which are not relevant to the insurance required under the Agreement.

C. INSURERS QUALIFICATIONS/REQUIREMENTS:

1. Insurers providing the insurance required by the Agreement for the Contractor must either be:

a. Authorized by a subsisting certificate of authority issued by the State to transact insurance in the State, or

b. An eligible surplus lines insurer under State Statutes. (Except with respect to coverage for the liability imposed by the Florida Workers' Compensation Act).

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

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

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

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

F. **District Approval:** Neither approval by the District nor failure to disapprove the insurance furnished by the Contractor shall relieve the Contractor of the Contractor's full responsibility to provide the insurance as required by the Agreement.