

Agreement for Educational Management Services

This Agreement is dated February 7, 2018 (the "**Effective Date**") and is by and between Educational Directions, LLC, a Kentucky limited liability company (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" that sets forth a new option for School Year 2018-2019 for the operation of Northwestern Middle School located at 2100 West 45th Street, Jacksonville, Florida 32209 (the "School");

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

Whereas, the District's Turnaround Option Plan 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)(d), 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 2017-18 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);

(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; or

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 the completion of Phase II (described in Exhibit B). 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 Turnaround Option Plan 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 Turnaround Option Plan for approval, and such changes are immaterial, then the parties agree that the Turnaround Option Plan 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 Turnaround Option Plan 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 Turnaround Option Plan.

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 have 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 Turnaround Option Plan 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 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 2017-18 school year, and the District will pay for and maintain utilities for the School according to the same standards as provided for the 2017-18 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 2017-18 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 2017-18 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 2017-18 school year;

(vii) The District will provide health services to the School according to the same standards as the District provided for the 2017-18 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 cooperate 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. 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 of personnel, to include selection, placement and evaluation of school-based instructional, administrative and support staff shall be provided by the Contractor. All School staff will be selected 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 Turnaround Option Plan 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 Kelly Services, Inc., or the District's then-current provider of substitute services for substitute personnel.

(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 included 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 2018-2019 school plan.

(d) The District shall continue to provide supplemental academic services to students at the School in a manner consistent with services provided during the 2017-2018 year, however agreements with external providers shall be governed by existing contract terms.

(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 2017-2018 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 February 7, 2018 and ends June 30, 2019. There shall be two (2) potential annual renewals for the 2019-20 school year and the 2020-21 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 Three Hundred Forty-One Thousand and No/100 Dollars (\$341,000.00). Contractor shall remit a proper invoice for the component of service described in Exhibit B in such form and containing such documentation as may reasonably be required by the District to substantiate the charges (including timesheets, meeting agenda, training materials, and other artifacts), and such invoice shall be delivered according to the schedule specifically set forth in Exhibit B. The District shall make payment to Contractor in accordance with Sections 218.70. et sq. Florida Statutes, Local Government Prompt Payment Act, after receipt of an acceptable invoice, inspection and acceptance of goods and/or services provided in accordance with the terms and conditions of this Agreement. Any penalty for delay in payment shall be in accordance with applicable law. Contractor shall be responsible for payment of its travel, if any.

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

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

(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 ninety (90) 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 Directions, LLC
1221 Summit Avenue
Louisville, Kentucky 40204
Phone: (502) 291-3723
Attn: Joe DeSensi

If to the District:

The School Board of Duval County, Florida
1701 Prudential Drive
Jacksonville, Florida 32207
Phone: (904) 390-2115
Attn: Superintendent Patricia S. Willis, Ed.D.

With copy to:

Office of General Counsel
1701 Prudential Drive
Room 653
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 for firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement. Contractor further warrants that it, nor any of its directors, employees, officers or agents, nor any of Contractor's respective subsidiaries or affiliates, has taken, is currently taking or will take any action in furtherance of an offer, payment, promise, gifts or anything else of value, directly or indirectly, to anyone to improperly influence or otherwise secure any improper advantage in procuring business in relation to the Agreement. For the breach or violation of these provisions, the District shall have the right to terminate the Agreement without liability and/or, at its discretion, to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

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.

[Signatures follow on next page]

[Signature page to Agreement for Professional Services between The School Board of Duval County, Florida, and Educational Directions, LLC, dated February 7, 2018]

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

EDUCATIONAL DIRECTIONS, LLC

By: 
Name: Joe DeSens
Title: Managing Member

ATTEST:

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

By: _____
Dr. Patricia S. Willis
Superintendent of Schools
and Ex-Officio Secretary
to the Board

By: _____
Paula D. Wright, Chairman

Form Approved:

Approved by Board: February 6, 2018

By: _____
Office of General Counsel

[Signature page to Agreement for Professional Services between The School Board of Duval County, Florida, and Educational Directions, LLC, dated February 7, 2018]

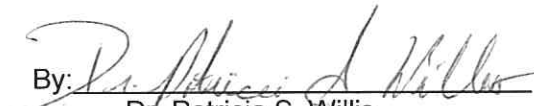
The parties have executed this Agreement as of the Effective Date first set forth above.

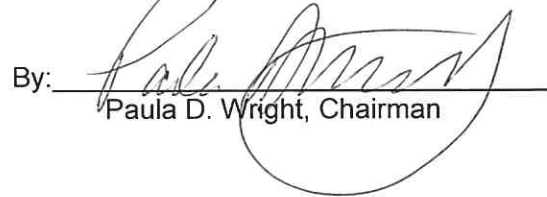
EDUCATIONAL DIRECTIONS, LLC,

By: _____
Name: _____
Title: Managing Member

ATTEST:

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

By: 
Dr. Patricia S. Willis
Superintendent of Schools
and Ex-Officio Secretary
to the Board

By: 
Paula D. Wright, Chairman

Form Approved:

Approved by Board: February 6, 2018

By: 
Office of General Counsel

EXHIBIT A
Turnaround Option Plan
(26 pages)



Turnaround Option Plan – Phase 1

Duval County Public Schools

This form, to be used by districts to implement a turnaround option in 2018-19, satisfies the requirements of Form TOP-1, which is incorporated by reference in Rule 6A-1.099811, F.A.C. (2014).

Turnaround Option Plan – Phase 1
for district implementation in 2018-19

Part I: Schools to Be Supported

Item 1: List of school(s) to be supported through the district’s turnaround plan.

MSID Number	School Name
160741	Lake Forest Elementary School
161461	Matthew W. Gilbert Middle School
161551	Northwestern Middle School

Part II: Stakeholder Engagement

A. Community Assessment Team

Item 2: Description of the role of the CAT in reviewing school performance data, determining causes for low performance, and making recommendations for school improvement. Include names of CAT members and list of meetings that were held prior to developing this plan, as well as scheduled meetings that will be held during the implementation period.

Duval County Public Schools (DCPS) recognizes the essential insight and expertise needed to truly turnaround the learning trajectory of a community school. It begins with understanding the essential competencies that a large urban school district requires at its highest levels. In May of 2017, DCPS appointed Dr. Patricia Willis as Superintendent of Schools. Dr. Willis has embraced the current work in progress in supporting our most challenged schools.

Dr. Willis is vested in the success of our schools as she has been immersed in the education of Duval’s children for many years. Although new to the role of Superintendent, Dr. Willis is not new to effective teaching, student learning, and leadership strategies necessary for turning around a school’s performance. She retired from DCPS as the Deputy Superintendent in 2012 and has answered the school board’s call to lead the work of supporting our schools through this transitional year. This is one of the essential competencies articulated by the Center on Great Teachers and Leaders (GTL Center), the Center on School Turnaround at WestEd, Public Impact, and the University of Virginia Darden/Curry Partnership for Leaders in Education in their defined Essential Competencies for Turnaround leaders.

Under the guidance of the Superintendent, the Chief of Schools, Chief Academic Officer, Turnaround Regional Superintendent, content area executive directors, and other key district staff collaborated with each school’s Principal, leadership team, teachers, staff, parents, community partners, and all other

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stakeholders who are essential to the success of the students at each of our schools supported by the Turnaround Region. Through a comprehensive 8 Step Problem Solving process, district staff, school administration, members of each school’s advisory council, and other community stakeholders (identified below), reviewed both qualitative and quantitative data which encompassed all available state, district, and school level data to identify root causes of barriers to student learning, teacher retention, and/or the daily learning environment at each of our identified comprehensive support & improvement schools in order to make informed recommendations for any next steps needed to foster sustainable instructional practices:

Comprehensive Support & Improvement Schools Grade Profiles:

School	School Year		
	Grade & Total Points*		
	2017	2016	2015
Matthew Gilbert Middle School	D 333	D 284	F [152]
Northwestern Middle School	D 361	D 315	D [145]
Lake Forest Elementary School	D 264	D 234	F [112]

**Elementary and Middle Schools have a different number of total points possible. In addition, in 2015 no points for growth were awarded, which accounts for the much lower total.*

Matthew Gilbert Middle School Data Profile:

Matthew Gilbert Middle: State and District Progress Monitoring Data

Test/ Grade Level	2014-15		2015-16		2016-17	
	#	%	#	%	#	%
FSA ELA						
6	28	18%	25	16%	10	10%
7	25	17%	17	11%	21	14%
8	36	26%	31	23%	31	19%
FSA Math						
6	22	15%	28	17%	27	25%
7	32	22%	26	17%	49	35%
8	22	21%	38	28%	31	21%
Science						
8	34	24%	37	25%	31	19%
FSA EOCs						
Algebra I	20	77%	16	94%	17	94%
Geometry	1	50%			1	100%
Civics	79	50%	29	20%	67	47%

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Achieve 3000						
6	9	6%	6	4%	7	6%
7	6	4%	11	7%	5	3%
8	8	7%	8	6%	20	11%
iReady Math						
6	33	21%	35	22%	30	28%
7	23	17%	11	7%	39	28%
8	7	11%	14	12%	13	10%

Matthew Gilbert Middle Early Warning Indicators:

Data Area	2014-15	2015-16	2016-17
2 or More Years Behind	31	36	38
6	10	14	11
7	13	12	14
8	8	10	13
Attendance			
Percent Present	98.30%	94.60%	
Average Daily Attendance	454	473	
Discipline			
Class I	50	259	129
Class II	676	757	455
Class III	34	40	43
Class IV	0	2	1
Suspension			
ISSP	174	232	235
OSSP	310	201	219
ATOSS	167	43	17
Stability	95.1	95.2	

Northwestern Middle School Data Profile:

Northwestern Middle State and District Progress Monitoring Data

Test/ Grade Level	2014-15		2015-16		2016-17	
	#	%	#	%	#	%
FSA ELA						
6	19	13%	29	16%	28	15%
7	25	20%	19	12%	32	19%
8	28	26%	28	22%	31	18%
FSA Math						
6	17	11%	26	14%	36	19%
7	42	32%	28	17%	41	24%
8	38	38%	54	42%	36	23%
Science						
8	37	30%	31	24%	37	21%

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FSA EOCs						
Algebra 1	10	100%	9	100%	19	95%
Civics	69	57%	90	57%	95	59%
Achieve 3000						
6	4	3%	3	2%	8	4%
7	0	0%	5	3%	9	5%
8	8	8%	10	8%	11	6%
iReady Math						
6	30	21%	38	20%	53	28%
7	37	30%	23	14%	28	17%
8	32	28%	32	26%	11	9%

Northwestern Middle Early Warning Indicators:

Data Area	2014-15	2015-16	2016-17
2 or More Years Behind	36	66	52
6	19	29	18
7	11	21	21
8	6	16	13
Attendance			
Percent Present	96.40%	91.70%	
Average Daily Attendance	416	484	
Discipline			
Class I	1057	1596	2048
Class II	1725	1903	1685
Class III	59	89	79
Class IV	7	0	1
Suspension			
ISSP	1009	1017	1254
OSSP	679	1238	785
ATOSS	2	32	233
Stability	89.9	87.7	

Lake Forest Elementary School Data Profile:

Lake Forest Elementary State and District Progress Monitoring Data:

Test/ Grade Level	2014-15		2015-16		2016-17	
	#	%	#	%	#	%
FSA ELA						
3	22	28%	24	34%	19	30%
4	18	25%	18	25%	21	32%
5	25	40%	17	26%	22	30%
FSA Math						
3	44	55%	40	56%	27	42%
4	48	64%	35	48%	30	45%

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5	20	30%	21	32%	24	32%
Science						
5	17	26%	18	27%	13	18%
Achieve 3000						
3	12	15%	18	24%	15	23%
4	5	7%	12	17%	8	12%
5	10	15%	8	12%	9	12%
iReady Reading						
3	47	58%	42	55%	35	54%
4	16	21%	18	25%	22	32%
5	28	43%	21	32%	22	30%
iReady Math						
3	43	54%	40	53%	34	52%
4	54	71%	34	48%	41	60%
5	31	47%	33	49%	26	35%

Lake Forest Elementary Early Warning Indicators:

Data Area	2014-15	2015-16	2016-17
2 or More Years Behind	3	9	7
3	1	3	2
4	1	3	4
5	1	3	1
Attendance			
Percent Present	95.80%	95.10%	
Average Daily Attendance	415	409	
Discipline			
Class I	5	91	27
Class II	37	373	100
Class III	7	36	7
Class IV	0	0	0
Suspension			
ISSP	5	277	11
OSSP	27	107	38
ATOSS	0	0	
Stability	94.7	94.9	

On Wednesday, October 25, 2017, a Community Assessment Team (CAT) meeting was held at Northwestern Middle School as well as on Thursday, November 9, 2017 to discuss the aforementioned data and to collect additional community input on next steps needed for the district schools in year 2 of implementing a District Managed Turnaround (DMT) plan. These schools, Lake Forest Elementary, Matthew Gilbert Middle, and Northwestern Middle each had extensive representation from stakeholders that support and advise their individual School improvement process. The CAT team reviewed each of the proposed turnaround plan options available for selection during the 2018 – 2019 school year and held

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highly engaged discussions focused on potential community impact of options available; the necessary assurances required for each of the three remaining turnaround options, and current strategies in place to support schools increasing student achievement this school year.

Below is a list of identified community stakeholders who were invited to engage in our problem solving process as representative members on the Community Assessment Team (CAT) for 2017 - 2018. The district's remaining quarterly CAT meetings are planned to provide a forum whereby full community perspectives can be collected and represented in any necessary recommendations for school improvement needed to support increased student achievement.

Upcoming Community Assessment Team Meeting Dates

- February 1, 2018 – Lake Forest Elementary School
- April 5, 2018 – Northwestern Middle School
- June, 2018 – Matthew Gilbert Middle school

The aforementioned CAT meetings are designed to incorporate a multitude of perspectives from stakeholders that are invested in the turnaround planning and support at each of the three schools. The leadership at Lake Forest, Matthew Gilbert, and Northwestern invited members of their school's Advisory Council, Parent Teacher Association (PTA/PTSA), Duval Teachers Union (DTU) representatives, Shared Decision Making team representatives, school-based booster and alumni organizations, business partners of each school, faith-based partners, and several non-profit representatives to serve as active members of the district's Community Assessment Team. Additionally, each school's identified CAT Representatives also participates in on-going Community Stakeholder meetings at each site listed above to review progress monitoring data. Below are the dates, by school, of all hosted and proposed 2017 – 2018 Community Assessment meetings that the principals of Lake Forest, Matthew Gilbert, and Northwestern facilitate in an effort to continue the school specific dialogue necessary for increasing student achievement at their school site.

LAKE FOREST ELEMENTARY
Cassandra Thomas, Principal

Community/Stakeholder Meetings:

- August 11, 2017 - SAC: State of the School
 - Members Orientation/School Status
- August 24, 2017 – SAC/PTA - School Opening Meeting
 - Use of Title I Funding
 - Faculty Staffing and Professional Support plans
- September 9, 2017 - SAC: State of the School Update Meeting
 - Baseline Data Review
- October 25, 2017 CAT Meeting @ Northwestern Middle
- November 2, 2017 - SAC: School Updates
- November 9th, 2017 – CAT Meeting @ Matthew Gilbert

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Future Community/Stakeholder Meeting Dates:

- November 28, 2017@ Lake Forest Elementary School
- December 19, 2017@ Lake Forest Elementary School
- January 30, 2018@ Lake Forest Elementary School
- February 27, 2018@ Lake Forest Elementary School
- April 24, 2018@ Lake Forest Elementary School
- May 29, 2018@ Lake Forest Elementary School

Lake Forest Community Assessment Team Representatives:

- Cassandra Thomas, School Principal
- Andrea Willis, Assistant Principal
- Cheryl Hearn, Reading Coach
- Roger Hammond, Math Coach
 - SAC Chair: Stanley McAllister
 - PTA President: Hakeya Johnson
 - Faith Based Partner: HouseHold of Faith
 - Non-Profit: Communities in School/AmeriCorps/Team-UP
 - DTU: Avis Horne
 - Business Partners: Wells Fargo, Walmart, Johnson and Johnson
 - District Turnaround Region Support Team

NORTHWESTERN MIDDLE SCHOOL
Shawn Platts, Principal

Northwestern Community/Stakeholder Meeting Dates:

- July 14, 2017 – SAC/PTA Orientation and School Wide Status of the School Meetings
- August 28, 2017 – Opening of School SAC Meeting
- October 25, 2017 - CAT Meeting @ Northwestern (Media Center)
- November 9th, 2017 – CAT Meeting @ Matthew Gilbert

Upcoming Meeting Dates:

- November 9, 2017 @ 6p.m. @ Northwestern (Cafeteria)
- December 14, 2017 @ 6p.m. @ Northwestern (Cafeteria)
- January 18, 2018 @ 6p.m. @ Northwestern (Cafeteria)
- February 22, 2018 @ 6p.m. @ Northwestern (Cafeteria)

Northwestern Middle School Community Assessment Team Representatives:

- Shawn Platts, School Principal
- Jamie Christopher, Assistant Principal
- Amanda Marion, Reading Coach
- Robert Baldwin, Math Coach
 - SAC Chair – Gale Nelson
 - Faith Based Partner – St. Andrews Missionary Baptist Church
 - Non-Profit – Communities in Schools, Team-Up

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- DTU – (in process of having an election as building representative accepted a district level position)
- Business Partners – City Year, AmeriCorp, United Way and affiliated Organizations
- District Turnaround Region Support Team

MATTHEW W. GILBERT MIDDLE SCHOOL
Jamelle Goodwin

Matthew Gilbert Community/Stakeholder Meeting Dates:

- July 6, 2017 - State of the Schools Meeting
 - Review of school grade, and next steps for increasing achievement
- August 1, 2017 – Parent and Community Orientation and SIP Review
- September 19, 2017 – SAC Meeting
- October 25, 2017 –CAT Meeting @ Northwestern
- November 9th, 2017 – CAT Meeting @ Matthew Gilbert

Upcoming Community/Stakeholder Meeting Dates

- November 14th – CAT Meeting (5:30pm) @ Gilbert (room 122)
- December 12th – SAC Meeting (5:30pm) @ Gilbert (room 122)
- January 16th – SAC Meeting (5:30pm) @ Gilbert (room 122)
- February 20th – PTA/SAC Meeting (5:30pm) @Gilbert (room 122)

Matthew Gilbert Middle School Community Assessment Team Representatives:

- Jamelle Goodwin, Principal
- Katharine Beatty (Assistant Principal of Curriculum)
- Latoya Raines (Assistant Principal)
- Dante Jennings (Assistant Principal, SPA)
 - Labrina Halsey (Dean of Discipline)
 - Tiffany Sutton (Math Coach)
 - Joacquina Waters-Jones (Reading Coach)
 - Beverly Clark (Alumni President, SAC member)
 - Vonkesta Abrams (Teacher)
 - Yate Caldwell (PTA President)

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B. Turnaround Option Process

Item 3: Description of the district’s efforts to engage and involve stakeholders in the turnaround option process.

The District has collected and analyzed information regarding each school's parent and community needs, including teacher, student, parent and community member perspectives. Using the qualitative and quantitative data available, the district has identified and prioritized the qualities of strong parental and community engagement that are essential to addressing the specific needs of the school and have worked towards that end goal to design a broad and more inclusive forum for community input.

Community Assessment Team (CAT) meetings were implemented along with several other community engagement opportunities to provide the Superintendent, Chief of Schools, Chief Academic Officer, Turnaround Regional Superintendent and supporting Staff, feeder pattern representatives, parents, community partners, and each school site team with additional opportunities to engage in dialogue with a broader audience of stakeholders.

Additionally, the Turnaround Regional Superintendent and identified district leaders meet with principals of lower performing schools to problem solve and create avenues for the elimination of barriers which are impeding student achievement. These meetings center on student achievement, human capital, and the distribution of resources. These "Collaborative Data Discussions" sessions provide an opportunity for principals and district staff to align strategies, define issues/problems, and develop solutions to eliminate the identified barriers.

The aforementioned collaborative data discussion process was used to identify the need for additional resources and/or shifting of resources to ensure an increase in student achievement; to ensure the loop of data driven information sharing among all stakeholders; to eliminate any barriers to identified needed resources at our most challenged schools; and to inform the Duval County School Board in making an informed decision regarding the 2018 -2019 Turnaround Option Selection for Lake Forest Elementary, Matthew Gilbert Middle, and Northwestern Middle School.

Part III: Turnaround Option Selection

Item 4: Turnaround option(s) selected by the district based upon each school’s needs assessment.

DMT=District-managed turnaround; **RE**=Reassign students to another school and monitor the progress of each reassigned student (This option may include closure of the school.); **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; **EO**=Contract with an outside entity that has a demonstrated record of effectiveness to operate the school. (This option may include a district-managed charter school.)

School Name	DMT	RE	CH	EO
Lake Forest Elementary School				X
Matthew W. Gilbert Middle School				X
Northwestern Middle School				X

Turnaround Option Plan – Phase 1
for district implementation in 2018-19

Part IV: Acknowledgements

1. District-Managed Turnaround (DMT)

By selecting this option for a school and submitting this form, the district agrees to the following.

Assurance 1: District Leadership Team

The district shall ensure the district-based leadership team includes the superintendent; associate superintendents of curriculum; general and special education leaders; curriculum specialists; behavior specialists; student services personnel; human resources directors; professional development leaders; and specialists in other areas relevant to the school, such as assessment, English language learners and gifted learners.

Assurance 2: District Support and Policies

The district leadership team shall develop, support and facilitate the implementation of policies and procedures that guide the school-based leadership team and provide direct support systems.

Assurance 3: District Governance Structure

The district shall adopt a new governance structure for the school, which may include, but is not limited to, requiring the principal to report to a “turnaround office” or “turnaround lead” at the district level who reports directly to the superintendent.

Assurance 4: Operational Flexibility

The district shall give the school sufficient operating flexibility in areas such as staffing, scheduling and budgeting, to fully implement a comprehensive approach to substantially improve student achievement outcomes and increase graduation rates in high schools.

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for district implementation in 2018-19

Assurance 5: Instructional Staff

The district shall employ a reliable system to reassign or replace the majority of the instructional staff whose students' failure to improve can be attributed to the faculty, and ensure teachers are not rehired at the school, unless they are effective or highly effective instructors, as defined in the district's approved evaluation system, pursuant to section 1012.34, F.S.

Additionally, pursuant to section 1012.2315(2)(a), F.S., the district must ensure that the percentage of temporarily certified teachers, teachers in need of improvement, or out-of-field teachers assigned to its Focus or Priority schools is not higher than the district average. As such, the turnaround plan should include the most recent three-year aggregated VAM classification data (i.e., *highly effective*, *effective*, *needs improvement*, and *unsatisfactory*) for each turnaround school and the district, as well as specific actions the district has taken or plans to take to recruit teachers with VAM classifications of *highly effective* and *effective* to the turnaround schools, and to reassign teachers with classifications of *needs improvement* and *unsatisfactory*.

The district shall provide the department by September 1 a memorandum of understanding (MOU) negotiated pursuant to 1001.42(21), F.S.

Assurance 6: Addressing Areas of Focus

The district shall address one or more of the following Areas of Focus in the turnaround plan.

Area of Focus 1: Assessments

The district shall identify progress monitoring and summative assessments that will be used in the school, the administration frequency of each, how the data will be analyzed, and how changes in instruction will be implemented and monitored. The district shall describe the specific training and follow-up that will be provided to support the implementation of a comprehensive, data-based, problem-solving framework.

Area of Focus 2: Instructional Programs

The district shall identify the new or revised instructional programs for reading, writing, mathematics and science; the research base that shows it to be effective with high-poverty, at-risk students; and how they are different from the previous programs. The district shall demonstrate alignment across grade levels to improve background knowledge in social studies, science, and the arts.

Area of Focus 3: Differentiated Instruction

The district shall ensure instruction is differentiated to meet the individual needs of students. Strategies for push-in, pull-out or individual instruction shall be included in the plan.

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Area of Focus 4: School Leadership

The district shall conduct a comprehensive search to replace the principal, assistant principal(s) and instructional coach(es).

Area of Focus 5: Increased Learning Time

The district shall increase learning time in the school, as defined in Rule 6A-1.099811(2)(m), F.A.C., by a total of 300 hours annually; at least 60 percent of time shall support all students (e.g., extended day, week, or year) and up to 40 percent of time may be provided through targeted services (e.g., before school, after school, weekend and summer).

Area of Focus 6: Identification, Recruitment, Retention, and Rewarding of Instructional Personnel

The district shall develop structures and systems to ensure the school has effective educators capable of improving student achievement, including the following: recruitment and retention incentives; memorandums of understanding (MOUs) regarding incentive pay and/or reassignment of teachers based on data; priority in hiring; professional development and coaching support provided by the district.

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2. Reassign (RE)

By selecting this option for a school and submitting this form, the district agrees to the following.

Assurance 1: Close and Reassign Students

The district shall close the school and reassign students to higher-performing schools in the district.

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 the Florida Standards.

Assurance 3: Reassignment of Unsatisfactory Teachers and Administrators

The district shall ensure that teachers rated as unsatisfactory based on the three-year aggregated VAM rating are not reassigned to other TS&I and CS&I schools within the district. The district shall also ensure that administrators from a school closed through selection of this turnaround option are not placed at other TS&I and CS&I schools within the district.

3. Charter (CH)

By selecting this option for a school and submitting this form, the district agrees to the following.

Assurance 1: Close and Reopen School

The district shall close the school and reopen as a charter or multiple charters, in accordance with section 1002.33, F.S.

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 successful record of providing support to high-poverty, low-performing schools, and provide evidence of its success with students of similar demographics.

Assurance 4: Instructional Staff

The district shall ensure teachers are not rehired at the school, unless they are effective or highly effective instructors, as defined in the district's approved evaluation system, pursuant to section 1012.34, F.S.

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4. External Operator (EO) [may include District-Managed Charter School]

By selecting this option for a school and submitting this form, the district agrees to the following.

Assurance 1: Contracting with External Organization

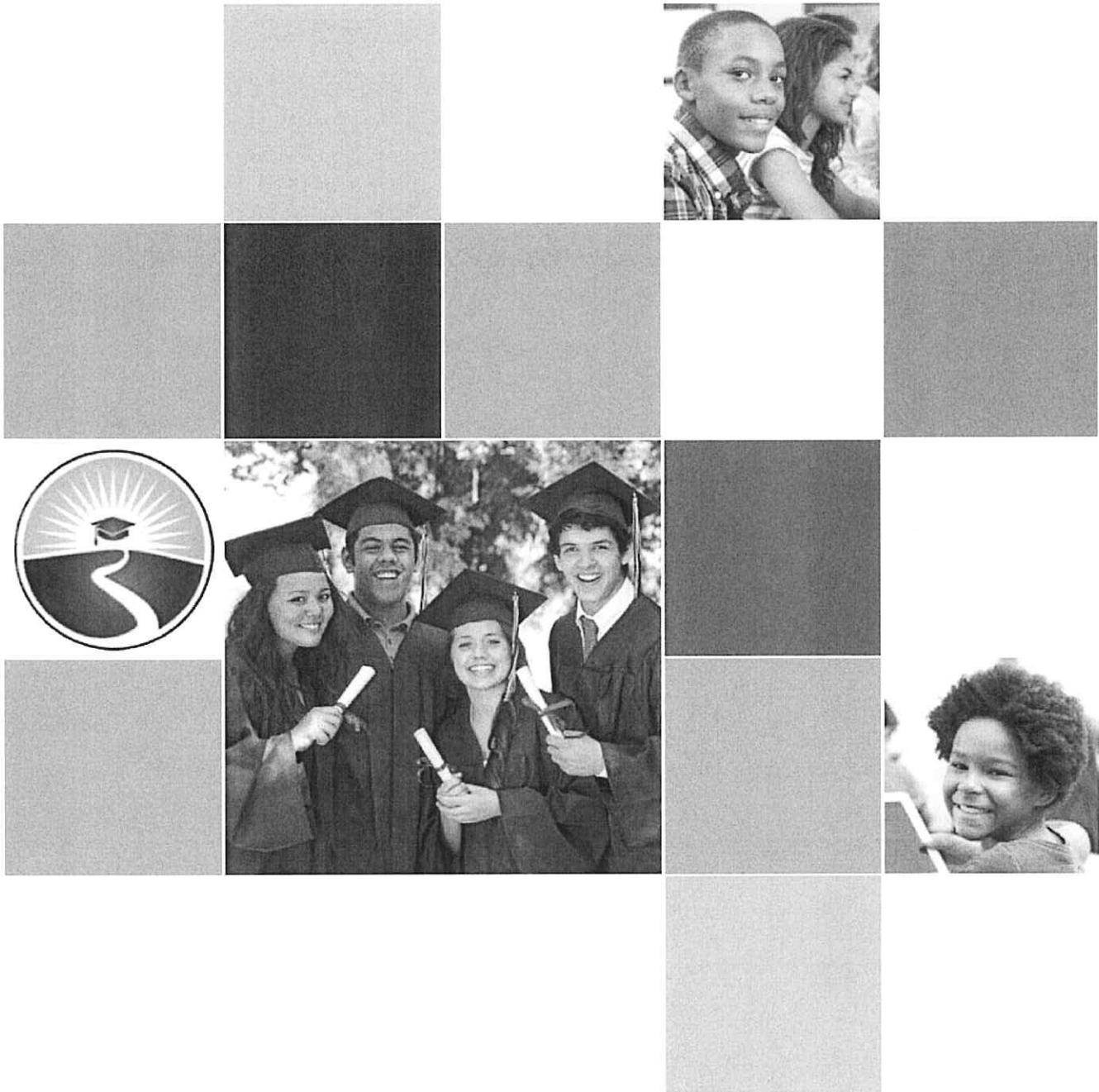
The district shall enter into a contract with a school turnaround or education management organization to operate the school, following established district policies and procedures for contracting with external providers. At a minimum the contract must address leadership, instructional staffing, curriculum and instruction, assessments, professional development, and any other area identified during the development of the comprehensive needs assessment.

Assurance 2: Selecting a Successful Organization

The district shall select an organization with a successful record of providing support to high-poverty, low-performing schools, and shall provide evidence of its qualifications to the department.

Assurance 3: Instructional Staff

The district shall ensure teachers are not rehired at the school, unless they are effective or highly effective instructors, as defined in the district's approved evaluation system, pursuant to section 1012.34, F.S. If the district establishes a district-managed charter school, the district shall ensure all instructional personnel are not employees of the school district, but are employees of an independent governing board composed of members who did not participate in the review or approval of the charter.



Turnaround Option Plan – Phase 2

Duval County Public Schools: Northwestern Middle School

This form, to be used by districts for implementation in 2018-19, satisfies the requirements of Form TOP-2, which is incorporated by reference in Rule 6A-1.099811, F.A.C. (2014).

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for districts implementing in 2018-19

Northwestern Middle School #161551

External Operator

Part I: Needs Assessment

Item 1: Description of the needs assessment methodology and summary of the results.

Under the guidance of the Superintendent, the Chief of Schools, Chief Academic Officer, Turnaround Regional Superintendent, content area executive directors, and other key district staff there was collaboration with Northwestern Middle School’s principal, leadership team, teachers, staff, parents, community partners, and all other stakeholders who are essential to the success of the students at each of our schools supported by the Turnaround Region. Through a comprehensive 8 Step Problem Solving process, district community assessment team, staff, school administration, members of each school’s advisory council, and other community stakeholders (identified below), reviewed both qualitative and quantitative data which encompassed all available state, district, and school level data to identify root causes of barriers to student learning, teacher retention, and/or the daily learning environment at each of our identified comprehensive support & improvement schools in order to make informed recommendations for any next steps needed to foster sustainable instructional practices:

Northwestern Middle School Data Profile:

Comprehensive Support & Improvement Schools Grade Profiles:

School	School Year Grade & Total Points*		
	2017	2016	2015
Northwestern Middle School	D 361	D 315	D [145]

School	Must be a C or higher by	Points needed to earn C	Percentage Points to earn C	TOP Status	Notes on TOP	TOP 3 Plans
<i>Northwestern Middle</i>	End of year 2018	4	1	Year 3-Hybrid	Continuation of 2016-17 plan	NA

Northwestern Middle State and District Progress Monitoring Data

Test/ Grade Level	2014-15		2015-16		2016-17	
	#	%	#	%	#	%
FSA ELA						
6	19	13%	29	16%	28	15%
7	25	20%	19	12%	32	19%
8	28	26%	28	22%	31	18%

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FSA Math						
6	17	11%	26	14%	36	19%
7	42	32%	28	17%	41	24%
8	38	38%	54	42%	36	23%
Science						
8	37	30%	31	24%	37	21%
FSA EOCs						
Algebra 1	10	100%	9	100%	19	95%
Civics	69	57%	90	57%	95	59%
Achieve 3000						
6	4	3%	3	2%	8	4%
7	0	0%	5	3%	9	5%
8	8	8%	10	8%	11	6%
iReady Math						
6	30	21%	38	20%	53	28%
7	37	30%	23	14%	28	17%
8	32	28%	32	26%	11	9%

Northwestern Middle Early Warning Indicators:

Data Area	2014-15	2015-16	2016-17
2 or More Years Behind	36	66	52
6	19	29	18
7	11	21	21
8	6	16	13
Attendance			
Percent Present	96.40%	91.70%	
Average Daily Attendance	416	484	
Discipline			
Class I	1057	1596	2048
Class II	1725	1903	1685
Class III	59	89	79
Class IV	7	0	1
Suspension			
ISSP	1009	1017	1254
OSSP	679	1238	785
ATOSS	2	32	233
Stability	89.9	87.7	

On Wednesday, October 25, 2017, a district Community Assessment Team (CAT) meeting was held at Northwestern Middle School as well as on Thursday, November 9, 2017 at Matthew Gilbert Middle School to discuss the aforementioned data and to collect additional community input on next steps needed for the district schools in year 2 of implementing a District Managed Turnaround (DMT) plan. Northwestern Middle School as one of the District's 3 schools in year 2 of District Managed Turnaround (DMT) Implementation, had

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extensive representation from stakeholders that support and advise their individual School improvement process. The CAT team reviewed each of the proposed turnaround plan options available for selection during the 2018 – 2019 school year and held highly engaged discussions focused on potential community impact of options available; the necessary assurances required for each of the three remaining turnaround options, and current strategies in place to support schools increasing student achievement this school year.

Below is a list of identified community stakeholders who were invited to engage in the District’s problem solving process as representative members on the Community Assessment Team (CAT) for 2017 - 2018. The district’s remaining quarterly CAT meetings were planned to provide a forum whereby full community perspectives could be collected and represented in any necessary recommendations for school improvement needed to support increased student achievement.

Upcoming Community Assessment Team Meeting Dates

- February 1, 2018 – Northwestern Middle School
- April 5, 2018 – Northwestern Middle School
- June, 2018 – Northwestern Middle School

The aforementioned CAT meetings will continue to be conducted in order to fully incorporate a multitude of perspectives from stakeholders that are invested in the turnaround planning and support of Northwestern Middle School’s students, staff, administration, and community. The leadership at Northwestern invited members of their school’s Advisory Council, Parent Teacher Association (PTA/PTSA), Duval Teachers Union (DTU) representatives, Shared Decision Making team representatives, school-based booster and alumni organizations, business partners of each school, faith-based partners, and several non-profit representatives to serve as active members of the district’s Community Assessment Team.

NORTHWESTERN MIDDLE SCHOOL
Shawn Platts, Principal

Upcoming Meeting Dates:

- November 9, 2017 @ 6p.m. @ Northwestern (Cafeteria)
- December 14, 2017 @ 6p.m. @ Northwestern (Cafeteria)
- January 18, 2018 @ 6p.m. @ Northwestern (Cafeteria)
- February 22, 2018 @ 6p.m. @ Northwestern (Cafeteria)

Northwestern Middle School Community Assessment Team Representatives:

- Shawn Platts, School Principal
- Jamie Christopher, Assistant Principal
- Amanda Marion, Reading Coach
- Robert Baldwin, Math Coach
 - SAC Chair – Gale Nelson
 - Faith Based Partner – St. Andrews Missionary Baptist Church
 - Non-Profit – Communities in Schools, Team-Up
 - DTU – (building elections in process)
 - Business Partners – City Year, AmeriCorp, United Way and affiliated Organizations
 - District Turnaround Region Support Team

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Item 2: Rationale for the turnaround option(s) selected.

The Duval County School Board and the District’s Leadership Team, along with recommendations from our community assessment team members, have full confidence that the current leadership at Northwestern Middle school, under the direct guidance and support of the District’s Turnaround Region, will earn the necessary grade of “C” during the 2017 -2018 school year. Since the 2014 -2015 school year, when the school earned a total of 145 points and thereby received a letter grade of “F,” Northwestern has consistently demonstrated a gain in performance while being supported through the District’s Managed Turnaround (DMT) plan as reflected in the below chart.

2014-15			2015-16			2016-17		
Points Earned	Percent of Total Points	School Grade	Points Earned	Percent of Total Points	School Grade	Points Earned	Percent of Total Points	School Grade
145	29%	F	315	35%	D	361	40%	D

School Leadership anticipates, with the current systems of support, a continuation of increased student achievement for the 2018 school year resulting in making the grade.

Although confident in the current support systems and leadership at Northwestern Middle School, the district has elected the External Operator (EO) Option for the 2018 -2019 school year if current leadership fails to make the grade of “C” or higher for the 2017 – 2018 school year. Additionally, in order to meet the areas of Assurance agreed upon with the selection of an EO for the upcoming school year, the District has initiated the first phase of its comprehensive task-oriented timeline for preparing all stakeholders in transitioning operations to a contracted External Operator.

As we begin our review of available organizations for contract consideration, the district will continue to monitor and support Northwestern with our Turnaround Region support systems. Our confidence in the leadership team and current supports will also contribute to our external operator contract negotiations. The District’s goal is to not only support the school’s leadership in making or exceeding the necessary grade of “C” or higher, but continue to extended support by the inclusion of a supporting partnership clause within the selected EO’s contract of support in the event the school does in fact earn the grade of “C” or higher. This continuation of support will increase the stability and continuity of academic supports necessary for continued student growth in achievement.

Part II: Implementation Plan

A. Areas of Assurance

Item 3: Description of how the district will address the Areas of Assurance required by the selected turnaround option(s), as acknowledged in Phase 1.

District Capacity and Support

Assurance 1: Contracting with External Organization:
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, is currently seeking to enter a contract with an external organization that has a proven track record of success in turning around a

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Middle school similar to Northwestern Middle and the community of students it serves. The district will establish a timeline of procedures that will support a contracted agreement to be presented, reviewed, and signed by the School Board on or before January 31, 2018 and to begin initial transitional management planning prior to the start of the 2017 – 2018 school year.

Additionally, District Leadership will request each organization that submits a request for consideration for external operation to also submit a proposed partnership plan in the event that the school does earn or exceeds the grade of “C” in the 2017-2018 school year. Each presented partnership plan should include the 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, partnering organization, and the district will work to continue the supports and rigorous efforts needed to maintain school and student academic success.

Assurance 2: Selecting a successful Organization:

All interested parties that submit a request for consideration and meet the minimum criteria of prior success in supporting and increasing student achievement and school academic performance in high-poverty, inner-city, low performing elementary and/or secondary schools will be invited to present and expound upon their methods for full school operational management. The areas to be addressed during each presentation will include but will not be limited to the following: school leadership, instructional and non-instructional staffing, curriculum and instruction, assessments, professional development, facilities management, and other areas identified by the District’s Executive leadership and other stakeholders, along with any pertinent areas identified within the School Board’s policies and procedures for contract negotiation.

A tentative timeline, with deliverable milestones of processes necessary for contract creation, school board review and consideration, and final signed agreement of contracted External Operator services 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 11/20/2017
Area # 1	Contact Potential organizations with request for presentations and organizational framework	Establish a review committee and timeline for group presentations of proposed organizations	To have the district executive leadership and other key stakeholders review all submitted external operators proposals for service	Week of 11/27/2017

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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 12/4/2017
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 12/11/17
Area(s): 1, 2	Make Recommendation to School Board for Approval of Contract with identified External Operator for the school.	Create Board Agenda item to include a proposed scope of work for EO contracted services.	Request Board review and approval to enter into contract service agreement with the selected external operator	Week of 1/09/2018

Assurance 3: Instructional Staff

School Capacity

The Current Principal for Northwestern Middle School is Mr. Shawn Platts. Mr. Platts has been a dedicated leader in Turnaround and Transformational Schools as both an Assistant Principal and Principal. He has 5 years of experience as an administrator with the majority of those years spent serving in either a Title I or Turnaround school. Mr. Platts holds a Master’s Degree in Educational Leadership with certification at all levels. Additionally, Mr. Platts has completed Duval County’s Principal Leadership Academy and several other professional development seminars in the areas of instructional leadership.

Mr. Platt’s past experiences as an educator in a high poverty learning environment along with his background knowledge of providing instruction and leadership support in schools implementing Differentiated Accountability plans made him an ideal candidate for the role of Principal at Northwestern Middle School. Under his leadership, Northwestern increased 5 percentage points in overall student achievement in one year.

For the 2017 – 2018 school year, Northwestern Middle School’s principal has been placed under the direct supervision and support of the re-envisioned Turnaround Region Superintendent. The Turnaround Region is further supported by two Executive Directors of Principal Leadership, both with proven track records of increasing student and adult outcomes, and an Executive Director for teaching and learning support, along with a comprehensive instructional support team. The instructional team consist of content specific curriculum specialist in the areas of reading/language arts, mathematics, science, social science, and data

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analysis; a culture & climate support team that includes a social worker, truancy officer; and a positive behavior specialist.

Mr. Platts meets weekly with region leadership and has real time access to guidance as the Regional Turnaround office is housed on the campus of Northwestern. Mr. Platt’s Regional guidance meetings provide opportunities to glean insight and mentoring regarding best practices in educational leadership. The district provides continuous support in culture and climate, organizational leadership, and academic data analysis through the Turnaround Office and the Office of Curriculum & Instruction. Ongoing action plans that include timelines and quantitative evidence to determine success have been developed and monitored by the Chief of Schools, Chief Academic Officer, Turnaround Region Superintendent and the Executive Director of School Improvement. The District has also acquired the services of Turnaround Solutions, Inc. to provide consistent shoulder to shoulder coaching support from a highly-skilled retired veteran Mentor Principal, one with proven success in turning around challenged secondary schools. DCPS leadership is confident that enhancements to our Turnaround Region support team, inclusion of additional school level support systems, along with the shoulder to shoulder coaching support from a Principal Mentor that Mrs. Thomas and her academic leadership team will produce the appropriate gains this school year.

Although Duval County Public Schools has confidence in the current administration, DCPS is also committed to assuring that the contracted External Operator has full operational control to screen, select, and hire the school’s 2018 – 2019 administration, in the event the school fails to make the necessary grade of “C.” Additionally, if the school does earn the necessary grade, the district will collaborate, through a contracted partnership with the selected EO, to continue to develop and strengthen the leadership qualities of the current administration at Northwestern Middle School.

Educators

Currently for the 2017 -2018 school year, teachers at Northwestern Middle School are all being provided professional development and coaching support on how to effectively deliver standards based instruction that affords students the opportunity to understand and articulate the purpose for learning each lesson. The District has contracted with Instructional Partners, Inc., TNTP, and others to provide a series of professional development sessions focused on standards based instruction, effective reading strategies, and understanding the instructional shifts embedded within the ELA and Math Florida Standards. All sessions are aligned to the District’s adopted curriculum for reading and mathematics. This is a direct response to the lack of standards based instruction in the past and a decline in student proficiency in the areas of reading, math, and civics. In addition, coaching plans have been developed for specific teachers based on data collected from classroom walk-throughs during the instructional review. These plans contain specific action steps and timelines to include quantitative evidence that the plan is having a positive impact on delivery of instruction and student achievement. Coaching plans are monitored by both district specialists and state representatives on a weekly basis and revised as needed.

If the school earns a grade of “C” or higher, the district will continue to provide the aforementioned support through its contracted partnership with the selected external operating organization for the 2018 -2019 school year in an effort to continue to develop and strengthen teacher best practices for high-quality, standards-based instruction.

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If the school fails to earn the necessary grade, Duval County Public Schools Chief Human Resource Officer and staff will work to reassign instructional staff and leadership currently assigned to Northwestern Middle School. Additionally, District human resource staff will begin a transitional staffing process of surrendering all staffing operational authority over to the EO for the instructional time periods articulated within the Board agreed upon contract for educational management services. All staffing at Northwestern shall be transitioned to the contracted External Operator within the allocated timeframe as set forth in the executed agreement between the School Board and the EO to ensure that Northwestern Middle School is fully staffed prior to the first day of the 2018 – 2019 school year.

Additionally, pursuant to Section 1012.2315(2)(a), Florida Statutes, District human resource staff will ensure that no teacher with a classification of “needs improvement” or “unsatisfactory”. while also working with that all teachers rehired are deemed effective or highly effective based upon the district’s approved evaluation system, pursuant to section 1012.34, F.S.

B. Areas of Focus

Item 4: Area(s) of Focus selected by the district based upon the school’s needs assessment.

- | | |
|---|--|
| <input checked="" type="checkbox"/> 1. Assessments | <input checked="" type="checkbox"/> 4. School Leadership |
| <input type="checkbox"/> 2. Instructional Programs | <input type="checkbox"/> 5. Increased Learning Time |
| <input checked="" type="checkbox"/> 3. Differentiated Instruction | |

Item 5: Summary of the strategies the district will implement to reduce or eliminate internal systemic barriers and address the needs of the school, including a description of how the district will address the selected Area(s) of Focus.

District leadership understands that the contracted External Operating organization selected may select to address other areas than those previously targeted to address internal systemic barriers while addressing the instructional and leadership needs of the school if the school fails to earn the necessary grade during the 2017 – 2018.

In the interim, the District is currently implementing and monitoring the following strategies at Northwestern Middle School.

Assessments

The progress monitoring assessment data (provided by Achieve 3000, iReady Mathematics, and other district interim assessments) will set the instructional focus and inform instructional practices at the school. The District’s framework for excellent instruction is guiding school leadership and all content area teachers, along with intervention support staff, in making real-time data driven decisions necessary for

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continued improvement during the 2017 -2018 school year. The strategies include but are not limited to the following:

- District Content Directors are designing and presenting interactive learning sessions that will dive school leadership deeper into grade level and content specific standards and instructional implications revealed through data analysis.
- Turnaround Region content area specialist are providing job-embedded professional learning community sessions and 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.
- Major emphasis has been on maintaining and increasing grade level reading, math, and science proficiency in both bottom quartile and overall grade level performance indicators.
- Turnaround Region Data Analyst are collaboratively conducting quarterly data meetings with the school’s leadership team, collectively with content area teachers, 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.

The aforementioned strategies, along with ongoing student achievement data review processes, are providing Northwestern’s administration and Turnaround Region support staff with information that can be used to offer additional support and/or resources as needed.

Differentiated Instruction

The research *Taking Deeper Learning to Scale* by Pedro Noguera concluded that student achievement would be enhanced if school districts and states focused on the need to expand access to deeper learning as a primary equity challenge. Research has shown that developing higher order thinking and skills, such as analytical writing, research, and problem solving, may be the key to increasing college readiness and providing students with greater access to high-wage jobs. DCPS recognizes that such an effort is especially important for students in low performing schools, and anticipates better learning experiences for students by improving instructor effectiveness overall.

These students must have access to high-quality instruction. To this end, the school district has implemented four major strategies to identify, recruit, retain and incentivize instructional personnel at Northwestern Middle School:

Strategy 1: Enhanced staff recruitment and development - The district will continue to recruit instructional staff locally, regionally and nationally to work at Northwestern Middle School. To ensure that additional necessary professional development is made available to the teachers of Northwestern.

Strategy 2: Targeted incentives - Instructional staff who demonstrated effective or highly effective instruction, as defined in the district’s approved evaluation system and agreed to remain at Northwestern Middle School for 2 consecutive school years, were eligible to receive a recruitment/retention incentive. These incentives are conditioned on staff attending professional development on providing differentiated instruction and other best practices that directly support an increase in student achievement. Professional development shall be tiered based on the need of individual school staff. Eligibility for additional performance bonuses shall be made available for all instructional and administrative staff based on the overall increase of the school’s accountability grade.

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Strategy 3: Attracting high quality teachers - A District Open Transfer Initiative, which waived current minimum experience requirements required for teachers to transfer internally to Northwestern Middle was conducted this school year. This initiative allowed school administration to interview and retain effective and highly effective teachers, experienced in providing differentiated instruction, in non-Turnaround school settings, to teach at Northwestern Middle and thereby increased opportunities for internal transfers and making teachers these eligible for retention and performance incentives.

Leadership

Duval County Public Schools has re-envisioned the instructional leadership support for administrators implementing a state approved District Managed Turnaround (DMT) plan. The current district Turnaround Region Leadership was selected because of their demonstrated success in creating effective administrative systems that supported an increase in school academic improvement, community and parental involvement, as well as establishing a culture and climate that was conducive to transforming previous failing schools. Additionally, the principal at Northwestern is receiving support through a contracted partnership with Turnaround Solutions, Inc. Mr. Platts is being provided peer coaching and support on a weekly basis from an experienced turnaround principal with a proven track work of success.

Connecting Rigorous Content to Instructional Practices - The school principal and leadership team are being guided through school specific professional coaching sessions on best practices and methods for creating school wide systems for improvement that are sustainable and supportive of student learning needs through a partnership with TNTP. Additional professional development sessions are also being tailored to specific school leadership professional practices needs as determined by the Region Superintendent. The intent of these sessions is to guide the school leader at Northwestern in establishing and sustaining effective systems for implementing accountable practices that foster a greater sense of urgency and commitment from all school stakeholders.

Change Facilitator Teams: A Team Approach to Leading System Change - Making systemic change can be hard. Effectively leading change requires moving from the notion that formal leaders must be the all-encompassing facilitator for the change. Through the District's contracted services with Turnaround Solutions Inc., and TNTP Northwestern Middle school's leadership team is receiving guidance in a step by step process in developing a plan of action that builds and structures the change needed to support school improvement. The school's leadership team is learning about what research suggests it takes to facilitate change in a secondary system including the creation of change facilitation teams, the different change facilitator roles on that team, and how to effectively implement their school improvement plan to ensure collective responsibility for a successful change effort.

EXHIBIT B Services

The Contractor will provide the services as set forth below

Phase I - Initial School Assessment. Contractor will complete a comprehensive needs assessment ("Needs Assessment") for the School. The Needs Assessment will include all available state, district, and School level current and historical data to identify root causes of barriers to student learning, teacher retention, and/or the daily learning environment. Additionally a review of personnel data, leadership, current staffing allocation, funding (federal, state and other funds), instruction, curriculum, academic intervention systems, professional learning communities, data teams, common planning, instructional coaching, and the student assessment process will occur. The needs assessment will also review all centralized District supports to the School, students, staff, and community which includes but is not limited to areas such as budget, facilities, supplies, maintenance, food service, transportation, IT infrastructure and resources. An additional component of the Needs Assessment will involve an on-site analysis will be conducted to identify comprehensive support and improvement needs of the School in the five essential areas necessary for increasing overall student achievement. This Needs Assessment will form the basis for the 2018-19 School Plan.

Phase II – The Contractor shall collaborate with the District’s Human Resources personnel to transition management of School-based staff to the Contractor. Contractor will conduct interviews with instructional and support personnel and notify the District of staffing decisions. Participation by contractor at the District’s local recruitment and employee transfer events shall occur. Contractor shall provide the District a final list of personnel for processing for the 2017-2018 school year.

Phase III – The operation of the School will transition to the Contractor. The Contractor shall be responsible for implementing the 2018-2019 School plan.

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.

<u>Timeline</u>	<u>Phase</u>	<u>Description</u>	<u>Deliverable(s)</u>	<u>Cost</u>
February 15 - May 31 2018	Phase I	Needs Assessment/Comprehensive review of data, reports and documents.	Executive summary will be provided to the District Leadership Team demonstrating analysis of all provided records and recommendations and propose strategies for implementation.	\$65,950 (\$32,975 invoiced no earlier than February 15, 2018 for purposes of Contractor's mobilization for Phase I, and \$32,975 invoiced no earlier than May 31)
		Needs Assessment/Onsite Analysis	Executive Summary of Analysis to include: <ul style="list-style-type: none"> ▪ Summary of Areas Observed ▪ Proposed Staffing Report ▪ Review of School-Systems (and proposed recommendations) ▪ Programs ▪ Use of Resources ▪ Community/Family Engagement ▪ School Environment ▪ Instructional Systems ▪ Curriculum ▪ Resources and Materials 	
		Needs Assessment/Report of Initial Findings and presentation of comprehensive School operational Plan	Operational plan for 2018-2019. The operational plan shall include the following planned processes and/or procedures for: <ul style="list-style-type: none"> • staffing plan, master schedule and agenda for School site visits (include the number of days set aside in the plan; • Master Schedule and Academic instructional plan which identifies specific strategies to be used as key levers in making data driven decisions to support changes in instructional practices, School culture, community engagement and effective resource management specific to literacy, mathematics, sciences, social studies, and other instructional courses being offered during the 2018 – 2019 school year; • Professional Development Plan: the plan will detail specific trainings for the School 	

			<p>leadership and instructional staff;</p> <ul style="list-style-type: none"> Assessment and Progress Monitoring: description of the system for planning, reviewing/ monitoring student learning outcomes, developing teacher best practices, implementing teacher coaching plans, analyzing School instructional/ climate data; and plan for communicating student academic performance to parents. <p>Presentation to the School Board and District Leadership Team</p>	
June 1 – July 15 2018	Phase II	Identification and Selection of Personnel; Leadership Development and Strategic Planning	Final Staffing Plan with detailed Roster, Summary of Recruitment Efforts and Materials, and Leadership Professional Development Agendas and School Improvement Plan; Community Engagement Plan	\$32,550 (\$16,275 invoiced no earlier than June 1, 2018 for purposes of Contractor's mobilization for Phase II, and \$16,275 invoiced no earlier than July 15, 2018)
July 16 – Aug 12, 2018	Phase III (Period 1)	Contractor assumes full operation of School systems.	<p>State Reporting as required for external operators, and providing the District a detailed executive report providing updates and next steps on the following areas but not limited to:</p> <ul style="list-style-type: none"> Current Staffing Status (Full Roster) Student FTE data Projected student enrollment to include Spring 2018 State Assessment Data Early Return teacher and Staff Professional Development Agenda and supporting documentation Family/Parent Engagement Event Agendas 	\$40,000 (\$20,000 invoiced no earlier than July 16, 2018 for purposes of Contractor's mobilization for Phase III, and \$20,000 invoiced no earlier than August 12, 2018)

Aug 13 – Oct. 15, 2018	Phase III (Period 2)	Quarter 1 Analysis	<p>State Reporting as required for external operators, and providing the District a detailed executive report providing updates and next steps on the following areas but not limited to:</p> <ul style="list-style-type: none"> • Staffing (Positions and vacancies) • Student FTE data • Discipline • Grade Distribution • Assessment Data for Core subjects • Professional Development agendas and supporting documents • Observational data on instructional staff 	\$45,000 (Invoice dated no earlier than Oct. 15, 2018)
Oct 16 – Dec 21, 2018	Phase III (Period 3)	Quarter 2 Analysis	<p>State Reporting as required for external operators, and providing the District a detailed executive report providing updates and next steps on the following areas but not limited to:</p> <ul style="list-style-type: none"> • Staffing (Positions and vacancies) • Student FTE data • Discipline • Grade Distribution • Assessment Data for Core subjects – Midyear progress monitoring analysis • Professional Development agendas and supporting documents • Observational data on instructional staff • Proposed Midyear Stakeholders Meeting PPT 	\$45,000 (Invoice dated no earlier than Dec. 21, 2018)
Dec 22, 2018 – March 14, 2019	Phase III (Period 4)	Quarter 3 Analysis	<p>State Reporting as required for external operators, and providing the District a detailed executive report providing updates and next steps on the following areas but not limited to:</p> <ul style="list-style-type: none"> • Staffing (Positions and vacancies) • Student FTE data • Discipline • Grade Distribution • Assessment Data for Core subjects 	\$45,000 (Invoice dated no earlier than Mar. 14, 2019)

			<ul style="list-style-type: none"> • Professional Development agendas and supporting documents • Observational data on instructional staff • Midyear Stakeholders Meeting Agenda and supporting documents 	
March 15 – May 30, 2019	Phase III (Period 5)	Quarter 4 Analysis	<p>State Reporting as required for external operators, and providing the District a detailed executive report providing updates and next steps on the following areas but not limited to:</p> <ul style="list-style-type: none"> • Staffing (Positions and vacancies) • Student FTE data • Discipline • Grade Distribution • Assessment Data for Core subjects – EOY progress monitoring analysis • Professional Development agendas and supporting documents • Observational data on instructional staff 	\$45,000 (Invoice dated no earlier than May 30, 2019)
May 31 – June 30, 2019	Phase III (Period 6)	Post Analysis	<p>State Reporting as required for external operators, and providing the District a detailed executive report providing updates and next steps on the following areas but not limited to:</p> <ul style="list-style-type: none"> • Staff Evaluations (Full Roster) • Student Promotion/Retention • Projected Summer student enrollment (i.e., 3rd Grade Portfolio, EOC Re-Take/Course Recovery) Assessment Data • Post Planning teacher and Staff Professional Development Agenda and supporting documentation • Family/Parent Engagement Event Agendas 	\$22,500 (Invoice dated no earlier than June 30, 2019)

EXHIBIT C
Contractor's Personnel

Contractor Site Director

Job Description: The Site Director is a senior Contractor coach that will be working with all 3 schools. The Site Director will work with both the Lead Coach and the principal and will add additional leadership, operations and instructional support. The Site Director will also work with the Lead Coach to determine how to best use the academic coaching resources. They will also function and a liaison for the district for informal in person or teleconferenced updates.

Selection Criteria: The Site Director will be a Contractor senior consultant who will be chosen based on the level of the school, the culture and climate of the school community, and the Contractor's assessment of school leadership needs. Site Directors will have been either a principal or regional superintendent and will have worked as a Lead Coach for the Contractor for a minimum of 10 years.

Contractor Lead Coach

Job Description: The Lead Coach will have the most day to day experience working with the school. The Lead Coach will work with the school leadership teams, assist in developing the school plan and master schedule, will conduct walk throughs and classroom observations, assist in PLC meetings, report monthly progress to the Site Director, and will have the most input in the end of year reporting and planning for the next year. The Lead Coach is the most important Contractor resource for moving schools in a positive direction.

Selection Criteria: Lead Coaches have all been either a principal or regional superintendent. They have worked in turnaround settings and are used to high stakes pressure and the urgency of moving a school in a single year. All have been principals of the type of school to which they will be assigned (elementary, middle, or high school). Lead Coaches must have a good, collaborative working style, must have strong verbal and written communication skills, and must have the confidence and resolve to make sure schools improve while also trying to build capacity in the school's team so that changes are sustainable.

Contractor Academic Specialists

Job Description: depending on the level and size the school, the Contractor will provide content, instructional and data management specialists to help train and mentor school staff in building learners and performers. Academic Specialists are subject matter and instructional experts in a given subject area (e.g. Math, Reading, Writing, Science, etc.). Academic specialists' duties can include running PLC meetings, working one on one with school coaches and faculty, pushing to demonstrate techniques or approaches, and analyzing school data in a subject area to recommend professional development.

Selection Criteria: The Site Director and Contractor senior staff will select support staff that the Site Director felt will best match the demographics and student profile of the school. Academic specialist are Contractor employees that have both come from a K-12

background in a subject area and has previous Contractor experience coaching academics in a given subject area in a turnaround setting.

Contractor's Data Analysts

Job Description: Data Analysts are specialists in both aggregating and interpreting data as well as teaching school staff to track and trend key data elements. Data Analysts help make sure that the school is making its decisions based on this year's set of students and faculty rather than relying too heavily of fossilized data from previous years. Data Analysts also help set up a school data room and tracking system for ongoing snapshots of how the school is progressing.

Selection Criteria: The Contractor selects from its leadership and academic coaching pool the candidates that have the best mastery and aptitude for working with data sets and aggregation. All our senior Data Analysts have over 20 years working with school data.

Project Manager

Job Description: project management staff works to ensure the deliverables in the contract and manages the timing, usage of resources, compliance, timely submission of reporting and invoicing as well as ad hoc duties that come along with large, multiphase contracts. Project management staff also coordinates the logistics and operations of "events" such as focus group preparation, leadership professional development, executive briefings, and all aspects of multi-school just in time professional development sections.

Selection Criteria: The Contractor uses proven internal candidates that mentee under our senior project manager. Our project staff has a track record of success in large, multi-phase projects and show superior, proactive communication skills with both internal staff and external customers.

Reporting Specialist

Job Description: reporting specialists ensure that all the reporting needs of monthly reporting, outputs from special events and any ad hoc reporting needs are met by set deadlines. Reporting specialists need to be able to aggregate disparate reporting pieces, edit or rewrite for clarity and to align "voice," and create original content to complete or contextualize reporting from the field.

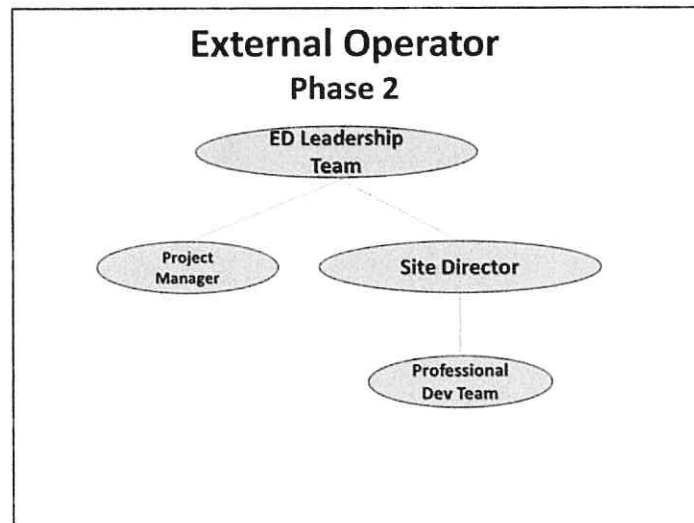
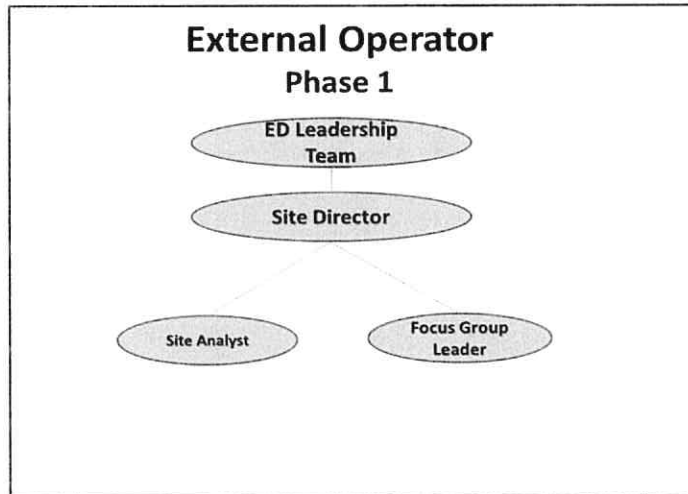
Selection Criteria: The Contractor selects reporting candidates based on writing ability, ability to work under tight deadlines, and based on their ability to clarify or probe raw material to make sure that the final writing product is always accurate.

Focus Group Leader

Job Description: Focus Group Leaders are senior staff members, usually either Site Directors or Lead Coaches, that have been trained to probe small groups of leaders and faculty to assess both what is happening in a school as well as the perceived reality of what is happening in the school. Our Focus Group Leaders have run between 80 and 200 focus groups in several states ranging from k-higher ed and in public, private and charter school settings.

Selection Criteria: the two keys to being a good Focus Group Leader is the ability to listen and allow time for people to think and respond and the ability to probe answers that seem like might have more information under the surface. Focus Group Leaders need to have the ability to foster trust and the ability to quickly establish a friendly safe environment. The Contractor only selects senior staff to run climate audits, academic reviews, and academic discipline audits.

Organizational Charts by Phase:



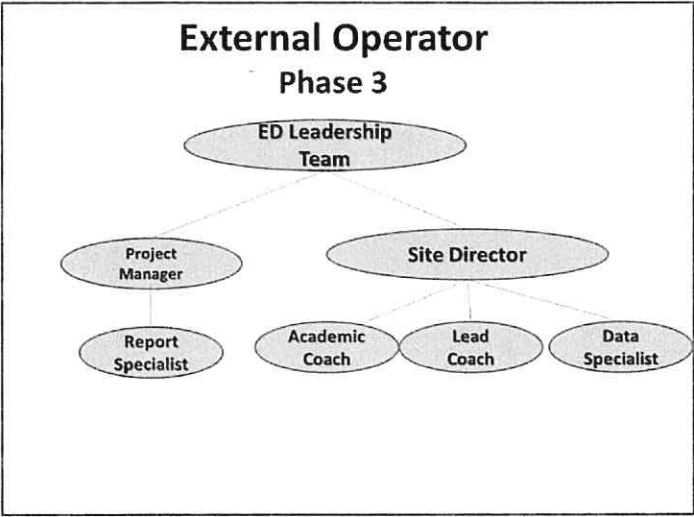


EXHIBIT D – DTU MOU

**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

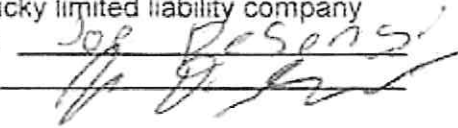
EXHIBIT E - COMPOSITE FEDERAL FORMS
FEDERAL REGULATORY COMPLIANCE STATEMENT

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 Directions, LLC, a Kentucky limited liability company

PRINT NAME OF AUTHORIZED REPRESENTATIVE: Joe DeSena

SIGNATURE OF AUTHORIZED REPRESENTATIVE: 

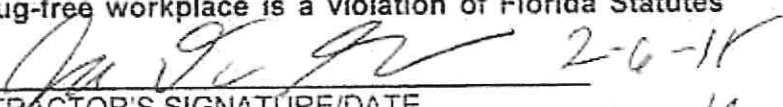
TITLE: Managing Member

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.

 2-6-18

CONTRACTOR'S SIGNATURE/DATE

NAME/TITLE

Name of Company: Educational Directions, LLC, a Kentucky limited liability company

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

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

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



CONTRACTOR'S SIGNATURE

Joe DeSens / Managing Member

NAME/TITLE of AUTHORIZED REPRESENTATIVE

Name of Company: Educational Directions, LLC, a Kentucky limited liability company

INSTRUCTIONS FOR COMPLETION OF NON-COLLUSION AFFIDAVIT

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

NON-COLLUSION AFFIDAVIT

State of FLORIDA

County of DUVAL

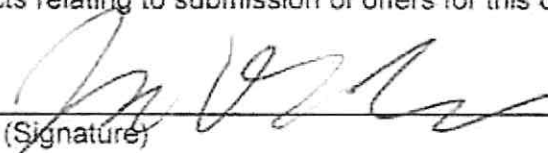
I state that I am the Managing Member of Educational Directions, LLC, a Kentucky limited liability company, and I am authorized to execute this affidavit on behalf of my firm, its owners, directors, and officers. I am the person responsible in my firm for the price(s), guarantees and the total financial 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 Directions, LLC, a Kentucky limited liability company, 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 Directions, LLC, a Kentucky limited liability company, 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)

2-6-18
(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.