

EXTERNAL OPERATOR CONTRACT

This External Operator Contract ("Contract") is made and entered into this 5th day of June, 2018 by and between the School Board of Putnam County ("School Board" or "District") and Learning Sciences FLEO54, LLC ("External Operator") (collectively, the "Parties").

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

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

WHEREAS, the District entered into an agreement on February 13, 2018 with Learning Sciences International, LLC for Enhanced Schools for Rigor services during the 2018-19 school year as outlined in Addendum 1: Intensive Supports to Transform Leadership, Teaching, and Learning at Moseley Elementary School; and

WHEREAS, External Operator meets the definitions of "outside entity" and "external operator" set forth in Section 1008.33(4)(b), Florida Statutes, and Section 6A-1.099811, F.A.C., in that it has demonstrated effectiveness in the academic operations of school district schools and has a successful record of providing support to improve the academic performance of high-poverty, low-performing schools.

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

1. RECITALS. The foregoing recitals are true, correct and incorporated herein by reference.
2. SCHOOL.
 - 2.1. Name and Identification of School. William D. Moseley Elementary School (MSID #540351) ("School"), located at 1100 Husson Avenue, Palatka, FL 32177 ("Facility").
 - 2.2. Grades Served. During the term of the Contract, the grades served at the School will be Kindergarten through Grade 5. The District operates Pre-Kindergarten classes at this location, but these classrooms will be excluded from the External Operator contract.
3. TERM; EFFECTIVE DATE; STATE BOARD OF EDUCATION APPROVAL.
 - 3.1. Effective Date. This Contract will become effective upon execution by both Parties.
 - 3.2. Term. In the event that William D. Moseley Elementary School earns a school grade of "D" or "F", this contract shall commence on July 1, 2018, or on the date thereafter when official 2018 school grades are released. If William D. Moseley Elementary earns an official 2018 school grade of "C" or higher, then this external operator contract will automatically terminate. The parties agree that the contract between Learning Sciences International, LLC and the District entered into on February 13, 2018 for Enhanced Schools for Rigor services for 2018-19 as outlined in Addendum 1: Intensive Supports to

Transform Leadership, Teaching, and Learning at Moseley Elementary School will continue under both scenarios.

- 3.3. State Board of Education Approval. Should the State Board of Education disapprove the District's Turnaround Option Plan to implement the external operator option set forth in this Contract, District and External Operator will renegotiate and modify this Contract as necessary in order to resubmit the external operator as a Turnaround Option and secure approval.
4. RELATIONSHIP OF THE PARTIES.
 - 4.1. Nature of Relationship. The Parties' relationship is contractual, and nothing in this Contract is intended to, or shall, create a partnership or joint venture between the Parties.
 - 4.2. No Agency. Unless expressly provided in this Contract or otherwise agreed in writing, neither Party will be an agent of the other Party or have the express or implied authority to bind the other.
 - 4.3. LEA. The District is the Local Education Agency ("LEA"). Nothing in this Contract is intended to, or shall, delegate the District's responsibilities as LEA to External Operator.
5. RESPONSIBILITIES AND SERVICES OF EXTERNAL OPERATOR.
 - 5.1. General Oversight. External Operator will have access to School grounds at all times during the Term of this Contract.
 - 5.2. External Operations (Beginning approximately July 2018).
 - Primary Responsibilities. External Operator will have primary responsibility for all School academic programs; oversight, selection, placement, coaching, evaluation, assignment of responsibilities and re-assignment of School leadership and instructional personnel; professional development; identification, training and coaching of professional learning community leaders, student academic assessment and implementation of curriculum and instructional materials.
 - Outside Contracting. If any elements of School operations are identified by External Operator as contributing to the School's lack of performance, External Operator will provide notice with evidence to support the request to the District as set forth herein. If the District does not correct the condition within thirty (30) days following issuance of the notice, External Operator may grant additional time or identify a third party as an outside contractor, through competitive bid for such elements of school operations, which third party contract shall be entered into and paid by the District. This includes, without limitation, consultant services and acquisition of furniture, fixtures, equipment, supplies or educational materials identified as necessary for the turnaround program at the School. If External Operator must identify an outside contractor to correct operational deficiencies, the District will pay a management fee ("Management Fee") to External Operator in the amount of ten (10) percent of the cost of such services or materials.
 - 5.3. Curriculum and Instruction. External Operator 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 Contract.
 - The goal of this model is to reach beyond school improvement and attain transformation of the School into a scalable model of rigorous instruction and student engagement, providing a data-driven roadmap designed to empower district

leaders and teachers. The model aligns curriculum, culture and instructional systems to attain and sustain high levels of performance through:

- 5.3..1. Strong instructional leaders who recognize and support rigorous teaching and learning.
 - 5.3..2. Expert teacher leaders who coach and guide peers to instructional expertise
 - 5.3..3. Skillful teachers who guide and inspire students to high academic performance
 - 5.3..4. Engaged students who self-regulate, collaborate, and think creatively with challenging academic content
 - 5.3..5. Informed and involved families and community members who take pride in the School as an example of world-class education
- Curriculum and instruction services will include:
 - 5.3..1. All professional development for administrators, coaches, PLC leaders, and teachers. The District will allow access to additional professional development available to all other District employees.
 - 5.3..2. Coaching for principal and administrators, teacher leaders (coaches and PLC leaders), and teachers
 - 5.3..3. External Operator's Tracker technology with included instructional tools and data systems that are used to enhance instruction
 - 5.3..4. Implementation of next generation systems to reinvent the School in a replicable, scalable model
 - 5.3..5. ELA and Math model curriculum for new pedagogy utilizing open resources. External Operator agrees to utilize the intervention and core instructional materials that are currently being used by the School. If External Operator determines that revisions or supplemental materials not available as open resource are necessary, External Operator will provide written notice to the District. District agrees to purchase aligned materials within reason and subject to availability of funds.
- 5.4. Assessments. The School will continue to use the District's established interim/benchmark assessments and statewide summative assessments. In addition, the School will track daily student progress toward mastery of standards-driven learning targets using External Operator's Standards Tracker technology tool. Data collection through Standards Tracker will be used to develop correlations between daily formative tracking and interim/benchmark and summative assessments and improve teacher accuracy in assessing student evidence of learning progress.
- 5.5. Background Checks and Screening. External Operator agrees that each of its employees who will be accessing School grounds when students are present or who have direct contact with students, will undergo and meet Level 2 screening and fingerprint requirements as described in Fla. Stat. ss. 1012.32 and 435.04, as conducted by the District at its expense.

5.6. Reporting. External Operator will make monthly reports of progress to the District through the Executive Action Team.

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

- 6.8. Data Collection, Entry and Management. District and School-level personnel will continue to have primary responsibility for all data collection, data entry and data management for the School. This includes any data resulting from Saturday or summer academic programs that the District and External Operator may decide to implement to accelerate student progress.
- 6.9. Exceptional Student Education. The District will continue to be responsible for compliance with all duties and obligations that it has as the LEA under applicable laws relating to special education services. The District will provide special education staff and services for the School's students in substantially the same manner as the District provides such staff and services to other District schools and in compliance with law. The District will provide such staff and services in a manner that is consistent with the School's academic program and general operations. The District's responsibility for providing such special education services shall include, without limitation, all administrative and procedural aspects of such special education services, including but not limited to referral processes, evaluations, reevaluations, eligibility determinations, placement decisions, compliance with Child Find mandates, and development and implementation of Individual Education Plans, Education Plans and 504 Plans in accordance with applicable laws. This includes behavioral support and creation of safety plans and behavior improvement plans, as needed, and consistent with the support and services provided to other District schools.
- 6.10. English as a Second Language. The District will continue to provide English as a Second Language services and support to the School's students in the same manner that it provides to other District schools.
- 6.11. Tutoring and After Care Programs. School will provide tutoring services for students to help accelerate academic growth. The tutoring program will be designed to address needs identified through data gathered in Standards Tracker from daily classroom monitoring. School after care programs that provide student tutoring services will be coordinated with External Operator to ensure that student tutoring is consistent and supportive of School instructional programs. Tutors will participate in training provided by External Operator and use materials supplied by the students' teachers that are consistent with the instructional program. External Operator agrees to collaborate with the 21st Century Grant Coordinator to implement student tutoring services.
- 6.12. Summer and Saturday School Programs. Should External Operator determine that summer and Saturday academic programs are necessary to accelerate student progress, External Operator, School, and District will collaborate in establishing a schedule and assigning teachers and students to this program.
- 6.13. LSI Building Expertise Conference Participation. School will send the principal to LSI's Building Expertise Conference in Orlando during each year of implementation, either under EO or school partnership. The costs of the principal's registration for this conference is included in the fees in Section 15. When funding is available, School will also send a team consisting of the assistant principal, and teacher leaders to this conference during each year of implementation, either under EO or school partnership. A team has already been registered for and will attend the 2018 Building Expertise Conference in Orlando.
- 6.14. Priority of Implementation. External Operator will opt the School out of any initiatives from the District that would, in External Operator's sole opinion, interfere with the ability of the principal and staff to implement the model. In the case of districtwide initiatives

or trainings required by Florida Statutes that District demonstrates to External Operator's satisfaction are necessary, External Operator will determine if the School has sufficient resources to participate without impeding progress of the School's improvement work. If School's resources are insufficient, District will provide additional resources to meet this requirement.

7. EXECUTIVE ACTION TEAM. An Executive Action Team will be formed of the Superintendent and/or Deputy Superintendent, District Chief of Human Resources, District Chief of Operations, Principal Supervisor, External Operator Practice Leader and External Operator Leadership Coach, or individuals in comparable positions. The Executive Action Team will meet monthly, beginning in the month following the Effective Date, unless the External Operator and District agree to a different schedule. At a minimum, the Executive Action team will review progress of the actions in this Contract and work in good faith to resolve any impediments to success or contractual issues, keeping the best interests of students and the School at the forefront of all discussions. The Executive Action Team will communicate progress of implementation within the District, school board, and the Florida Department of Education, as required.
8. COLLECTIVE BARGAINING PURSUANT TO EDUCATIONAL EMERGENCY. The District acknowledges and agrees that an educational emergency exists with respect to the School, as that term is defined in Section 1001.42(21), Florida Statutes. Therefore, if not already permitted pursuant to existing collective bargaining agreements, immediately following the Effective Date, the District will negotiate with the appropriate bargaining units to allow for the implementation of programs, strategies and actions set forth in this Contract. Such negotiations shall result in a memorandum of understanding that addresses the selection, placement, and expectations of instructional personnel and provides the School principal with the autonomy described in Section 1012.28(8), Florida Statutes.
9. SCHOOL HOURS AND CALENDAR. External Operator has the authority to expand the calendar in working days for staff to include summer and professional learning during the year, including Saturdays and non-instructional calendar days. The District will pay teachers according to the agreed rate for these additional working hours. External Operator agrees to operate the School following the District's academic calendar and board approved student opening and closing times.
10. STUDENT RECORDS AND DATA.
 - 10.1. Access to Student Records. To facilitate provision of the services in this Contract, the District will provide access to External Operator to all student-related records and personally identifiable information contained in such records (collectively "Student Records") related to students at the School and such other Student Records at the District necessary for External Operator to carry out its duties in this Contract. Pursuant to its obligations under the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232(g), and its implementing regulations, 34 CFR pt. 99, as each may be amended from time to time ("FERPA"), the District acknowledges that, for purposes of this Contract, External Operator is a school official with legitimate educational interests in the Student Records Disclosed to External Operator, pursuant to 34 CFR s. 99.31(a)(1).
 - 10.2. Use of Student Records by External Operator. External Operator agrees to use, maintain, and redisclose Student Records only in accordance with the requirements of FERPA. External Operator agrees that it shall not maintain, use, disclose, or allow

access to Student Records except as permitted by this Contract or as otherwise authorized by law, and will use the Student Records disclosed by the District only for the purpose for which such disclosure was made.

- 10.3. Re-disclosure of Student Records by External Operator. The District acknowledges that External Operator may re-disclose Student Records to third parties in connection with provision of the services in this Contract, as provided in 34 CFR s. 99.33(b), provided that External Operator shall, in advance, provide to the District the names of such parties and a brief description of such parties' legitimate educational interest in receiving such information.
- 10.4. Use of Data for Research Purposes. External Operator may use aggregated student and teacher data to publish reports on its work at the School or to share such findings in presentations, websites or other publications, so long as such data and reports do not personally identify any individual student or teacher.
11. STUDENT DISCIPLINE. All students at the School will continue to be subject to the District's Student Code of Conduct.
12. MULTI-TIERED SYSTEM OF SUPPORT (MTSS). External Operator's model includes specific approaches to MTSS, which will be implemented at the School in accordance with State and Federal law.
13. COMMUNICATIONS WITH MEDIA, COMMUNITY AND WITHIN DISTRICT.
 - 13.1. Coordination. District will designate a point of contact for community and public relations to work with External Operator's public relations office. External Operator and District will coordinate on all communications with media outlets. All media communications are to mention both the District and External Operator brands and respective roles at the School. The District and External Operator will collaborate in proactively communicating this project internally and externally to ensure a positive, encouraging message about this opportunity to create a model school. External Operator and District will also collaborate on proactively communicating this project using parent, business, and community outreach strategies. The District support in all such communications shall not be unreasonably withheld.
 - 13.2. Showcase School. External Operator is permitted to utilize the School as a showcase School, subject to compliance with all laws pertaining to student safety. External Operator, School Principal and District may coordinate school tours by representatives of other schools and districts, and other outside entities on a not-to-interfere basis with school operations and instruction.
14. SCHOOL PERSONNEL.
 - 14.1. Employment Status. All personnel assigned to the School ("School Personnel") will be District employees, with their salaries and benefits paid from District and/or grant funds.
 - 14.2. Personnel Decisions. The District will give the External Operator priority in selecting new hires and administrators for the School. The District will ensure that staffing of the School is consistent with staffing allocations for all other District schools of comparable size. This will include one assistant principal, and school-based, qualified, full time support staff based on the District's formula given the size of the student population and faculty. All newly hired School staff will be selected through an interview protocol set by the External Operator. Additionally, External Operator may use an interview protocol to make decisions about grade level placement for current

teachers assigned to the School. In the event that an individual is not the best fit for the School as determined by External Operator, the District will immediately reassign that individual.

- 14.3. Budgeting for Personnel at the School and in Support of the School. The District will budget and pay for the staffing at the School as determined by the External Operator and outlined in 14.2 above. Budgeting for the School will also include funds for additional pay required for School personnel to attend training prior to the start of, and throughout, the School Year and for extended day, as applicable. District will pay teachers assigned to the School for extended and additional work days, for summer professional development, and for summer and extended day work in curriculum development activities using District's standard stipend rates.
 - 14.4. Instructional Personnel. All teachers will be required to attend professional development prior to the start of each school year, as well as professional development throughout the school year.
 - 14.5. School Leader. The External Operator will directly supervise the School Leader and will have full authority to evaluate, coach, and request reassignment of the School Leader. In the event that reassignment is requested, District and External Operator will collaborate on the selection of a new School Leader.
 - 14.6. Evaluation. District evaluation systems for principals, assistant principals, and teachers must be consistent with External Operator's instructional model and expectations. The External Operator agrees to utilize the District's current state approved evaluation system (Marzano-iObservation) for walkthroughs, informals, and formals. External Operator has authority to input walkthrough and informal ratings within iObservation and will collaborate with the School principal and assistant principal to complete formal observations.
 - 14.7. Teachers will not be assigned to the School unless they are effective or highly effective instructors pursuant to the District's evaluation system.
 - 14.8. Non-Instructional Personnel. Subject to Section 6, the District will budget and staff for all non-academic functions such as guidance, bookkeeping, clerical, custodial, food service and transportation personnel aligned with how the District currently allocates staffing based on school size and need.
 - 14.9. Background Screening and Fingerprinting of School Personnel. The District is responsible for all background screening and fingerprinting of all School Personnel.
 - 14.10. Employment Records. The District is responsible for maintaining the employment records for all School Personnel.
 - 14.11. Employee Complaints and Grievance. The Parties agree that an employee of a Party with a complaint or grievance will utilize the policy of his or her employer that is applicable to the complaint or grievance and will not be permitted to use the policy of the Party that is not his or her employer.
 - 14.12. Investigations. The Parties agree to work collaboratively on any investigation relating to the School that may involve each other's employees to the extent necessary to promptly and accurately complete any such investigation.
15. FEES FOR SERVICE AND FINANCIAL MATTERS.
Fee Schedule. District will pay to External Operator a monthly management fee of \$16,665 for the services provided pursuant to this Contract. These monthly fees cover all necessary services to ensure success of the project including, but not limited to:

- External Operator Practice Leader oversight of project.
 - Exercise of primary responsibility for all school academic programs, curriculum, and instruction.
 - Development and implementation of ongoing communication plan for community and school.
 - Collaboration with district in leadership and faculty selection, retention, and placement.
 - Development and implementation of the Comprehensive School Plan for the year.
 - Preparation and monitoring of the school leadership team's execution of the Comprehensive School Plan.
 - Collection and analysis of short-, mid- and long-cycle student achievement to assess gains and the effectiveness of the programs.
- 15.1. Place of Payment. All fee payments shall be made payable to External Operator and sent to the Official Notice address set forth herein.
- 15.2. Late Fee. Payments not received by External Operator by the tenth (10th) day of each month will be deemed late, and a Late Fee will be charged in the amount of one percent (1%) of the outstanding amount due as of that date.
- 15.3. Governmental Grants. To the extent that governmental grant opportunities become available for the benefit of the School, the Parties shall reasonably cooperate in attempting to obtain such grant funds.
16. SCHOOLS FOR RIGOR IMPLEMENTATION.
- 16.1. Reversion to Schools for Rigor implementation. The goal of this Contract is to transform the School into a sustainable, scalable model school of rigorous teaching and learning. Given that Section 1008.33(4)(c), Florida Statutes, does not require schools to maintain the external operator option once they attain a "C" or higher, the Contract will automatically revert to a Standard Schools for Rigor model, as referenced in Exhibits 1 and 2, as applicable, once the School achieves a grade of "C", and will continue in this mode of implementation for the 2019-20, 2020-21, and 2021-22 school years unless the Parties mutually consent to dissolve the contractual partnership at the end of a fiscal year.
- 16.2. Shared Oversight of School. Once the Contract reverts to the Schools for Rigor model, the External Operator will become a partner with the District to ensure the School's continued growth toward attaining model school status. The District and External Operator mutually agree to the following assurances:
- Mutual Accountability. The District and External Operator will maintain open and honest communication and continue to work together through the Executive Action Team to share progress updates and take responsibility to resolve any impediments to implementation.
 - Principal Participation in Coaching. The School's principal will continue to participate in all coaching sessions provided by the External Operator. Such coaching sessions will be mandatory for both the District and the External Operator, and the District will avoid tasking the School principal with activities that cause the principal to miss scheduled coaching sessions. The External Operator will ensure that all coaching sessions take place as scheduled.

- Evaluation of the Principal. In addition to the District's regular school leader evaluation metrics, evidence of the School principal's completion of monthly Action Board items will be used to evaluate effectiveness.
- Selection and Replacement of the Principal or Assistant Principal(s). Should the School's principal leave the position, the District will consider appointing, if fully qualified, the School's assistant principal who will be fully conversant with the School's model. The District will also endeavor to select as the School's assistant principal(s) teacher leaders from the School. The District will consult with the External Operator about the selection of the School's successor principal and assistant principal(s).
- Selection of PLC Leaders and School-based Coaches. The School's principal will consult with the External Operator about the selection and placement of PLC leaders and school-based coaches. The School will endeavor to appoint, if fully qualified, teacher leaders from the School who will be fully conversant with the School's model.
- Coaching, PLC, and MTSS Models. The School will continue to use the External Operator's coaching, PLC, and MTSS models.
- Attendance at Annual Building Expertise Conference. The School will continue to send a team to the External Operator's Building Expertise conference during each of the remaining years of the Contract if/when district or grant funds are available. The principal's registration for this conference will continue to be included in the LSI's fees for implementation of the model.
- Changes District Leadership. The work described in this Contract, either as a statutorily-mandated external operator model or Schools for Rigor model, will continue through any changes in the District's superintendent or school board. A newly appointed or elected superintendent will receive an orientation to the Schools for Rigor model from the External Operator.

17. TERMINATION.

- 17.1. Termination Rights of Both Parties. Either Party may terminate this Contract in the event that the other Party fails to remedy a material breach of this Contract within thirty (30) days after written notice by the non-breaching Party of such breach, unless the non-breaching Party agrees to a longer time period for the cure. If the material breach would affect the health, safety or welfare of students or is not reasonably capable of being cured, then no such notice and opportunity to cure shall be required.
- 17.2. Termination Based on Failure to Improve to School Grade of "C" or Higher in Two School Years. Pursuant to Section 1008.33(4)(d), Florida Statutes, if the School does not improve to a grade of "C" or higher based on the administration of the FSA in the 2018-19 or 2019-20 School Years, the District will be required to select another turnaround option for the School, unless the state board determines that the School is likely to improve to a grade of "C" or higher if additional time is provided to implement the External Operator option. The District will prepare a request for extension for State Board approval if, in District's and External Operator's judgment, the School is likely to improve its grade to "C" or higher within one additional year. If the School does not improve to a "C" or higher within said additional time period, this Contract will terminate at the end of that school year.

- 17.3. Termination by Mutual Written Consent. This Contract may be terminated by mutual consent of both Parties, without penalty to either Party, which such termination to be effective at such time, and upon such other terms, as set forth in such written consent.
- 17.4. Change in Applicable Law. If any change in law is enacted after the Effective Date that will have a material adverse effect on the ability of any Party to carry out its obligations under this Contract, or which change the obligations of either Party with respect to the matters addressed in this Contract, such Party will, at its election and upon written notice to the other Party, request renegotiation of this Contract for purpose of complying with such changes in the law, with any such renegotiation to be undertaken in good faith. If the Parties are unable to renegotiate and agree upon revised terms within thirty (30) days after such notice of renegotiation, then this Contract shall be terminated effective at the end of the fiscal year in which such notice was given.
- 17.5. Effect of Termination. In the event of termination under this Contract, each Party's obligations to the other with respect to the School shall terminate, except for any obligations contemplated as surviving termination, payment by District of the External Operator Fee for the remainder of the current fiscal year and payment by District of any costs for operations pursuant to contracts set forth in Section 5.3, above. Termination of this Contract shall not amount to waiver of any cause of action for breach of this Contract, or otherwise, that either Party may have against the other.
18. INTELLECTUAL PROPERTY. Each of the Parties shall own its own intellectual property including without limitation all trade secrets, processes, techniques, research, proprietary data, and materials in any format. The Parties acknowledge and agree that neither has any intellectual property interest or claims in the other Party's proprietary materials. Any research, materials, processes or techniques created or used by External Operator for or at the School shall be the intellectual property of External Operator. During the Term of this Contract, External Operator grants a non-exclusive license to the District to use such Intellectual Property. Notwithstanding the foregoing, the Model Curriculum created during the Term of this Contract may be used at the School and other schools within the District during and after the Term of this Contract.
19. PUBLIC RECORDS. External Operator will comply with the requirements of Section 119.0701, Florida Statutes with respect to any records maintained solely by the External Operator relating to the School and which are subject to the Florida Public Records Act.
20. INSURANCE.
- 20.1. The District agrees to provide the following proof of insurance:
- Errors and Omissions coverage to include prior acts, sexual harassment, civil rights and employment discrimination, breach of contract, insured versus insured, consultants and independent contractors and with minimum policy limits of \$2,000,000.00. The insurance shall be subject to a maximum deductible not to exceed \$25,000 per claim. If the insurance is on a claims-made basis, the District shall maintain, without interruption, the Professional Liability Insurance until three (3) years after termination of this Contract;
 - General liability coverage written on an occurrence form with minimum policy limits of \$1,000,000.00 per occurrence and an aggregate limit of \$2,000,000.00;

- Business automobile coverage with the same limits as general liability.
 - Property Insurance. Property insurance shall be secured for buildings and contents at the Facility. Property Insurance coverage for the "Building" includes the structure, including permanently installed fixtures, machinery and equipment, outdoor fixtures, and personal property to service the premises. Insurance coverage for "Contents" shall include all furniture, fixtures, equipment and machinery used in the School. The insurance must be sufficient to provide for replacement of property.
 - Workers' Compensation Coverage. The District agrees to provide adequate Workers' Compensation insurance coverage as required by law.
 - Fidelity Bond/Crime Coverage: Employees Dishonesty/Crime Insurance for all employees, including Faithful Performance of duty coverage for the School's administrators/principal with an insurance carrier authorized to do business in the State of Florida and coverage shall be in the amount of no less than one million (\$1,000,000) dollars per loss /two million (\$2,000,000) dollars annual aggregate. In lieu of Employee Dishonesty/Crime Insurance, Fidelity Bond coverage of equal coverage amount will be accepted.
- 20.2. Applicable to All Insurance Provided by the District
- Proof of Insurance and Maintenance of Insurance. No later than 30 days following the Effective Date, and for each year thereafter, the District shall furnish External Operator with fully completed certificates of all insurance policies, signed by an authorized representative of the insurer(s) confirming the coverage begins by July 1 of each year. The certificates shall be issued to the External Operator and name the External Operator as an additional insured. Until such time as the insurance is no longer required to be maintained by the District, the District shall provide the External Operator evidence of the renewal or replacement of the insurance no less than thirty (30) days before expiration or termination of the required insurance for which evidence was provided. The evidence of insurance shall provide that the External Operator be given no less than sixty (60) days written notice prior to cancellation.
 - Other Coverages. The insurance provided by the District shall apply on a primary basis, and any other insurance or self-insurance maintained by the External Operator or its member, officers, employees, or agents, shall be in excess of the insurance provided by or on behalf of the District.
 - Deductibles/Retention: Except as otherwise specified, the insurance maintained by the District shall apply on a first-dollar basis without application of deductible or self-insurance retention.
 - Liability and Remedies: Compliance with the insurance requirements of this Contract shall not limit the liability of the District, its subcontractors, its sub-subcontractors, its employees or its agents to the External Operator or others. Any remedy provided to the External Operator or its member, officers, employees, or agents by the insurance shall be in addition to and not in lieu of any other remedy available under the Contract or otherwise.
 - Subcontractors: The District shall require its subcontractors and its sub-subcontractors to maintain any and all insurance required by law.

- Waiver of Subrogation: All policies will be endorsed for waiver of subrogation in favor of the External Operator.
- Defense Outside the Limits: Whenever possible, coverage for School Leader's Errors and Omission and Sexual Abuse Liability policies should be written with "Defense Costs outside the limits". This term ensures that limits are available to pay claims rather than having attorney's fees erode the available claim dollars.
- Failure to secure and continuously maintain all insurance listed in this Section 20 without cure after written notice above will constitute grounds for termination of this Contract.

21. INDEMNIFICATION.

- 21.1. By District. To the extent that sovereign immunity has been waived by the Florida Legislature, the District agrees to indemnify and hold harmless the External Operator, its member, officers, employees and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees and costs, arising out of, connected with or resulting from: (a) the negligence, intentional wrongful act, misconduct or culpability of the District's board members, employees or other agents in connection with and arising out of the operation of the School, including without limitation, premises liability, liability for negligent supervision and retention of employees, employer liability; (b) the District's violation of State or Federal law; and (c) any failure by the District to pay its own or the School's suppliers or any subcontractors. In addition, the District shall indemnify, protect and hold the External Operator harmless against all claims and actions brought against the External Operator by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the School, except when External Operator supplied, or required District to use that material, process, machine, or appliance. The District shall not indemnify Sponsor for intentional or negligent conduct of External Operator's employees.
- 21.2. By External Operator. External Operator agrees to indemnify and hold harmless the District, its board members, employees and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees and costs, arising out of, connected with or resulting from the negligence, intentional wrongful act, misconduct or culpability of the External Operator's employees in performance of the services in this Contract; (b) violation of State or Federal law by the External Operator's employees in performance of the services in this Contract; and (c) any failure by the External Operator to pay its own suppliers or any subcontractors.
- 21.3. The District and External Operator shall each have the option to defend such claims with their own counsel at the expense of the other party. If the District or External Operator choose to not hire their own counsel to defend, the other Party shall assume the defense of any such claim and have authority in the defense thereof. The Parties' obligation to indemnify one another shall survive the termination of this Contract.
- 21.4. Notification of Third-Party Claim, Demand, or Other Action: The District and External Operator shall notify each other of the existence of any third-party claim, demand or other action giving rise to a claim for indemnification under this provision (a "third-party claim") and shall give each other a reasonable opportunity to defend the same at its own expense and with its own counsel, provided that the other party shall at all times

have the right to participate in such defense at its own expense. If, within a reasonable amount of time after receipt of notice of a third-party claim, the District or External Operator fails to undertake to defend, the other party shall have the right, but not the obligation, to defend and to compromise or settle (exercising reasonable business judgment) the third-party claim for the account. The District or the External Operator shall make available to each other, at their expense, such information and assistance as each shall request in connection with the defense of a third-party claim.

22. GENERAL AND MISCELLANEOUS PROVISIONS

- 22.1. Entire Agreement. Per the provisions of Section 3.2, this contract will go into effect if required to provide for the oversight and additional supports of the External Operator beyond those already covered under the agreement on February 13, 2018 with Learning Sciences International, LLC for Enhanced Schools for Rigor services during the 2018-19 school year as outlined in Addendum 1: Intensive Supports to Transform Leadership, Teaching, and Learning at Moseley Elementary School.
- 22.2. Governing Law; Venue; Waiver of Jury Trial. The laws of the State of Florida will govern this Contract, its construction and the determination of any rights, duties and remedies of the Parties arising out of or relating to this Contract, with venue lying within the county where the School is located. The parties forever waive the right to trial by jury for any and all litigation between the parties arising out of or related to this Contract. The parties agree to have any such dispute settled by a judge alone, without a jury.
- 22.3. Binding Effect; Counterparts. This Contract shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. This Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument.
- 22.4. Official Notices. All notices and other communications required by the terms of this Contract will be in writing and sent to the Parties hereto at the addresses set forth below (and such addresses may be changed upon proper notice to such addressees). Notice may be given by: (i) certified or registered mail, postage prepaid, return receipt requested, (ii) facsimile (with confirmation of transmission by sender's facsimile machine) or (iii) personal delivery. Notice will be deemed to have been given two days after mailing or on the date of personal delivery or on the date of transmission of a facsimile if on a business day during normal business hours (or, if not, the first business day thereafter). The addresses of the Parties are:

To DISTRICT:

To EXTERNAL OPERATOR:

Learning Sciences FLEOSY, LLC
Attention: Michelle Dean
1400 Centrepark Blvd., Suite 1000
West Palm Beach, FL 33401
(724) 459-2100 (Office)
(724) _____ (Fax)
E-Mail: mdean@learningSciences.com

- 22.5. Assignment. This Contract shall not be assigned by either Party without the prior written consent of the other Party.
- 22.6. Amendment. This Contract will not be altered, amended, modified or supplemented except in a written document approved by both Parties.
- 22.7. Waiver. No waiver of any provision of this Contract will be deemed to be, nor will constitute a waiver of any other provision, nor will such waiver constitute a continuing waiver unless otherwise expressly stated in writing. The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the provisions of this Contract shall not be construed as a waiver or relinquishment of said term or provision, and the same shall continue in full force and effect.
- 22.8. Severability. If any provision or any part of this Contract is determined to be unlawful, void, or invalid, that determination shall not affect any other provision or any part of any other provision of this Contract, and all such provisions shall remain in full force and effect.
- 22.9. Attorneys' Fees and Costs. In addition to any other remedy provided for herein, the predominantly non-prevailing party in any litigation arising out of, or relating to, this Contract shall pay all reasonable costs and expenses (including reasonable attorneys' fees) incurred by the predominately prevailing party in successfully enforcing any covenant or obligation imposed by this Contract against, or collecting any amounts payable under or pursuant to this Contract from, the predominantly non-prevailing party in such litigation.
- 22.10. No Third-Party Rights. This Contract is made for the sole benefit of the Parties, and their affiliates, successors and assigns. Except as otherwise expressly provided, nothing in this Contract will create or be deemed to create a relationship between the parties to this Contract, or either of them, and any third person, including a relationship in the nature of a third-party beneficiary or fiduciary.
- 22.11. Headings and Captions/Interpretation. The headings and captions included in this Contract have been included only for convenience and shall not affect or be taken into account in the interpretation of this Contract.
- 22.12. Successors and Assigns. This Contract will be binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns.
- 22.13. Impossibility. Neither Party shall be in default of this Contract, if the performance of any or all of this Contract is prevented, delayed, hindered or otherwise made

impracticable or impossible by reason of any strike, flood, hurricane, riot, fire, explosion, war, act of God, sabotage or any other casualty or cause beyond either Party's control, and which cannot be overcome by reasonable diligence and without unusual expense.

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

"EXTERNAL OPERATOR"

Learning Sciences FLEO54, LLC

Michelle Deans

By: Michelle Deans

Its: Finance Manager

"DISTRICT"

THE SCHOOL BOARD OF PUTNAM
COUNTY, FLORIDA

Jane J. Crawford
Chairperson

Attest: Rob Sumner
Superintendent

Approved as to Form:

Office of the School Board Attorney

APPROVED

JUN 05 2018

BOARD MEETING