

School District of Volusia County, Florida

Contracted Services Agreement 19-015KM

THIS External Operator CONTRACT is made and entered into this 27 day of March, 2019 between the School Board of Volusia County, Florida ("BOARD" or "District"), and Learning Sciences FLEO64, LLC ("EXTERNAL OPERATOR" or "LSI").

WHEREAS, pursuant to Section 1008.33(4)(b) (2017), 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 for Palm Terrace at the present time 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, in the event that Palm Terrace does receive a "C" grade or higher, all references to "External Operator" shall instead be "Contractor". "Contractor" is an outside entity operating under the directions of the District performing selected services referenced in Exhibit 1.

WHEREAS, External Operator meets the definitions of "outside entity" and "external operator" set forth in Section 1008.33(4)(b) (2017), Florida Statutes, and Section 6A-1.099811, F.A.C. (2017), 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. **SCOPE OF SERVICES:** The EXTERNAL OPERATOR will execute all duties as described in Exhibit 1, Option 1. A Comprehensive School Needs Assessment and Readiness Phase Work as referenced in Exhibit 1, Options 5 & 6 are required prior to the start of the school year for the school moving into External Operator status. 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, if the School attains a "C", the District and External Operator will continue the partnership through either (1) committing the School and two other schools of their choosing to the Schools for Rigor Accelerated Model as referenced in Exhibit 1 or (2) providing professional development, coaching and monitoring services to improve teaching and instructional leadership to 10 schools within the District as referenced in Exhibit 1 Transformational School Leadership Coaching.

In the event that the School does achieve a "C" or higher, the District reserves the right to reduce the scope of services based on the District's needs and the available funding.

2. **LOCATION OF SERVICES:** Palm Terrace Elementary School (MSID # 2451) located at 1825 Dunn Avenue, Daytona Beach, FL will move into External Operator status unless the School achieves a grade of "C" or higher for 2018-2019 school year. If Palm Terrace Elementary School achieves a "C" or higher, scope of services as cited above will be conducted at various school sites throughout Volusia County, FL.
3. **TERM:** The base term of the AGREEMENT shall become effective upon execution by both Parties and shall terminate on June 30th, 2020. Based on available funding, the BOARD, through its Purchasing Department, may renew all terms, conditions and specifications of the AGREEMENT for up to two (2) additional one-year periods upon mutual agreement by both the BOARD and the EXTERNAL OPERATOR by May 1 each successive year.
4. **TERMINATION:** The AGREEMENT may be terminated by the BOARD if any of the following events or conditions: (1) BOARD'S lack of available funds to cover the contracted amount, (2) breach of contract, or (3) mutual consent of both Parties.

The EXTERNAL OPERATOR shall notify the BOARD, in writing, at least sixty (60) calendar days prior

to voluntarily severing or terminating this Agreement. In the event the Superintendent terminates the services of the EXTERNAL OPERATOR for convenience, EXTERNAL OPERATOR'S recovery against the BOARD shall be limited to that portion of the compensation earned through the date of termination and the EXTERNAL OPERATOR shall not be entitled to any other or further recovery against the BOARD, including but not limited to, damages or any anticipated profit on portions of the work not performed.

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 applicable School Years, the BOARD 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 continue the External Operator option. The BOARD will prepare a request for extension for State Board approval if, in the BOARD & EXTERNAL OPERATOR'S judgment, the School is likely to improve its grade to "C" or higher within an additional year. If the School does not improve to a "C" or higher within said additional time period, this AGREEMENT will terminate at the end of that school year.

5. **DUTIES:** The EXTERNAL OPERATOR shall report to and coordinate activities with an administrator designated by the Superintendent of Schools herein referred to as (ADMINISTRATOR). The ADMINISTRATOR assigned to act in all matters pertaining to this agreement and to authorize services, accept and approve all reports, drafts, products or invoices is the Coordinator of School Improvement, Ph: 386-734-7190 x 20529.
6. **COMPENSATION & PAYMENT:** Payment for each school year of Option 1, 2, 3, or 4 services will be paid in twelve (12) equal monthly installments on the first day of each month, beginning July 1, 2019. Payment for Option 5 will be invoiced after the final report submission and delivery of the Comprehensive School Needs Assessment. Option 6 billed equally over the months of May, June and July. Any and all expenses, such as travel to, from and within Volusia County, lodging, sustenance, materials, supplies and necessary equipment are considered to be covered by the rate unless agreed upon in advance. An IRS W-9 form must be completed and attached to this agreement. Payments to individuals must reflect a Social Security number. Payments to companies must reflect a taxpayer identification number. The EXTERNAL OPERATOR will submit an invoice to the ADMINISTRATOR per billing schedule cited above. Payment will be made within thirty days from receipt of an invoice.
7. **WARRANTY:** All warranties express and implied, shall be made available to the VCSB for goods and services covered under this CSA. At no expense to the VCSB, the vendor shall correct any and all apparent and latent defects that may occur within the expressed or implied standard warranty period.
8. **TRAVEL:** Travel is not allowable for this agreement.
9. **INDEPENDENT EXTERNAL OPERATOR:** It is agreed and understood that the EXTERNAL OPERATOR is an independent contractor and that the BOARD shall exercise no supervisory authority or control over the EXTERNAL OPERATOR or EXTERNAL OPERATOR'S employees in the performance of this agreement. Neither the EXTERNAL OPERATOR nor the EXTERNAL OPERATOR'S employees shall be deemed to be agents or employees of the BOARD and any representation to the contrary by the EXTERNAL OPERATOR or its employees shall constitute a violation of this agreement and shall be grounds for immediate termination.
10. **INJURIES:** The EXTERNAL OPERATOR acknowledges the EXTERNAL OPERATOR'S responsibility to obtain appropriate insurance coverage for the benefit of his/her employees. The EXTERNAL OPERATOR waives any rights for recovery from or for any injuries that may be sustained while performing services under this agreement.
11. **CONFLICT OF INTEREST:** The Parties shall not employ, contract with, or otherwise utilize the services of each other's individual officers, owners, employees, directors or agents during the term of this agreement. The EXTERNAL OPERATOR certifies that its owner, officers, directors or agents or members of their immediate family do not have an employee relationship or other material interest with the School District of Volusia County.
12. **NON-DISCRIMINATION:** EXTERNAL OPERATOR represents and warrants to the BOARD that

EXTERNAL OPERATOR does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with CONSULANT'S performance under this agreement on account of race, color, sex, religion, age, handicap, marital status or national origin. EXTERNAL OPERATOR further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, religion, age, handicap, marital status or national origin be excluded from participation in, be denied services, or be subject to discrimination under any provision of this agreement.

- 13. HOLD HARMLESS/INDEMNIFICATION:** Subject only to the limitations of §768.28, Florida Statutes, the BOARD agrees to indemnify and hold harmless EXTERNAL OPERATOR from and against any and all claims, suits, actions, or causes of action arising out of the negligent acts of the BOARD arising out of or in connection with the provisions of this agreement. The BOARD does not waive sovereign immunity except as provided by §768.28, Florida Statutes. EXTERNAL OPERATOR agrees to indemnify, hold harmless, and defend the BOARD from and against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts of EXTERNAL OPERATOR arising out of or in connection with the provisions of this agreement. If EXTERNAL OPERATOR is a state agency or subdivision as defined in §768.28, Florida Statutes, nothing herein shall be construed to extend EXTERNAL OPERATOR'S liability beyond that provided in §768.28, Florida Statutes.
- 14. PROOF OF INSURANCE:** EXTERNAL OPERATOR must provide proof of Liability Insurance with the appropriate coverage prior to commencement of service. The School Board of Volusia County Schools, 200 N. Clara Ave, DeLand, FL, 32720 will be designated as the CERTIFICATE HOLDER. The insurance carrier shall notify the Board at least thirty (30) days prior to canceling any of the specified coverage.
- Refer to Exhibit 3 for the BOARD'S insurance coverage requirements. Certificate of insurance must be provided to the BOARD by the effective date of contract performance.
- 15. ASSIGNMENT:** The EXTERNAL OPERATOR'S obligations under this agreement may not be assigned or transferred to any other person, firm or corporation without the prior written consent of the ADMINISTRATOR.
- 16. 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.
- 17. GOVERNING LAW & VENUE:** 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 in Volusia County, Florida. 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. SCREENING AND BACKGROUND CHECK:** The EXTERNAL OPERATOR will undergo and meet Level 2 screening and fingerprint requirements as described in Florida Statutes ss. 1012.32 and 435.04. The EXTERNAL OPERATORS or their employee(s) shall bear all costs of the Level 2 screening and fingerprinting. No employee(s) of the EXTERNAL OPERATOR may provide professional services under this agreement, prior to completing the Level 2 screening and having credentials issued. NOTE: Only applicable to contracted vendors who are permitted access on school grounds when students are present, who have direct contact with students, or have access to or control of school funds.
- 19. DRUG-FREE WORKPLACE:** In accordance with the Board's "Drug-Free Work Place General Policy" employees shall not possess or be under the influence of tobacco products, alcohol, drugs or any illegal substances while on Board property or while in direct contact with students. Vendors will be required to assure that assigned personnel work in a drug-free environment and will conduct themselves in a manner that does not violate the Board's standards for employment. NOTE: Only applicable to contracted vendors who are permitted access on Board property or contracted vendors who have direct contact with students. A Certification Form is required when applicable.
- 20. CONFIDENTIALITY OF STUDENT RECORDS:** EXTERNAL OPERATOR understands and agrees that it is subject to all federal and state laws and the School Board rules relating to the confidentiality of

student information. EXTERNAL OPERATOR further agrees to comply with the Family Educational Rights and Privacy Act ("FERPA") 34 C.F.R. 99. EXTERNAL OPERATOR shall regard all student information as confidential and will not disclose the student information to any third party.

21. **FLORIDA'S PUBLIC RECORDS LAWS:** This contract shall be subject to Florida's Public Records Laws, §119 Florida Statutes. EXTERNAL OPERATOR understands the broad nature of these laws and agrees to comply with Florida's public records and laws relating to records retention.
22. **CHILD NEGLECT:** The EXTERNAL OPERATOR and its employees shall be subject to the requirements of §39.201 Florida Statutes that requires the reporting of child abuse or child neglect to the State of Florida, Department of Children and Families via the Florida Abuse Hotline.
23. **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.
24. **SEVERABILITY:** If any clause or provision of this agreement is illegal, invalid or unenforceable under present or future laws effective during this term hereof, then the remainder of this agreement shall not be affected thereby; and in lieu of each clause or provision of this agreement which is illegal, invalid or unenforceable, there shall be added, as part of this 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 legal, valid and enforceable.
25. **SURVIVORSHIP:** Those provisions which by their nature are intended to survive the expiration, cancellation or termination of this agreement, including, by way of example only, the indemnification and Confidentiality provisions, shall survive the expiration, cancellation or termination of this agreement.
26. **PUBLIC RECORDS COMPLIANCE.** In addition to other contract requirements provided by law, the EXTERNAL OPERATOR must comply with Florida public records laws, including but not limited to chapter 119, Florida Statutes and section 24 of article I of the Constitution of Florida, and specifically agrees to:
 - a) Keep and maintain public records required by the school district to perform the services;
 - b) Upon request from the school district's custodian of public records, provide the school districts 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 this chapter 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 contract term and following completion of the contract if the EXTERNAL OPERATOR does not transfer the records to the school district; and
 - d) Upon completion of the contract, transfer, at no cost, to the school district all public records in possession of the EXTERNAL OPERATOR or keep and maintain public records required by the school district to perform the service. If the EXTERNAL OPERATOR transfers all public records to the school district upon completion of the contract, the EXTERNAL OPERATOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the EXTERNAL OPERATOR keeps and maintains public records upon completion of the contract, the EXTERNAL OPERATOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the school district, upon request from the school district's custodian of public records, in a format that is compatible with the information technology systems of the school district.

Failure of the EXTERNAL OPERATOR to abide by the terms of this provision shall be deemed a material breach of this agreement and the School District of Volusia County may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to

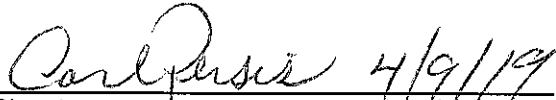
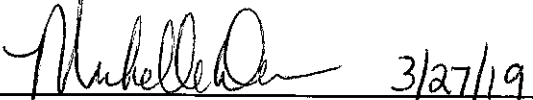
reimbursement of all attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract.

IF THE EXTERNAL OPERATOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE EXTERNAL OPERATOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CUSTODIAN OF PUBLIC RECORDS
(386) 734-7190 ext. 20110 or 20138
publicrecordsrequest@volusia.k12.fl.us
200 N. Clara Ave., DeLand, FL 32720

27. **ENTIRE AGREEMENT:** This agreement represents the entire agreement between the parties, may only be amended by a written agreement signed by both parties, and supersedes all prior or contemporaneous oral or written agreements and understandings with respect to the matters covered by this agreement.

IN WITNESS WHEREOF, the parties hereto, by the undersigned authorized to bind said parties do herein agree to the terms and conditions herein and attached hereto.

The School Board of Volusia County, Florida	Learning Sciences International
 Signature _____ Date <u>4/9/19</u>	 Signature _____ Date <u>3/27/19</u>
<u>Carl Persis, Chairman</u> Printed Name & Title	<u>Michelle Dean Finance Manager</u> Printed Name & Title
Signature _____ Date _____	Signature _____ Date _____
Printed Name & Title _____	Printed Name & Title _____
Signature _____ Date _____	Signature _____ Date _____
Printed Name & Title _____	Printed Name & Title _____

ATTACHMENT(S):

- 1.) CSA Submittal Checklist
- 2.) Exhibit 1: Statements of Work for Various Service Options
- 3.) Exhibit 2: Service Levels & Fee Schedule
- 4.) Exhibit 3: Volusia County Schools Insurance Requirements Form
- 5.) Appendix A: Data Sharing Agreement

<u>CSA SUBMITTAL CHECKLIST</u>		
Item	Description	Reference Paragraph(s)
1	IRS W-9	5
2	Fee Schedule/Pricing	6, Exhibit 2
3	Certificate of Insurance (COI)	14
4	Licensures (as applicable)	15
5	Jessica Lunsford Act (as applicable)	18
6	Drug-Free Workplace Certification Form (as applicable)	19
7	Signed Contracted Services Agreement	27

NOTE: No Purchase Order or Notice to Proceed will be issued until ALL applicable checklist items have been submitted in full to the VCSB Purchasing Department.



VENDOR'S/EXTERNAL OPERATOR'S SIGNATURE

3/27/19
DATE

Learning Sciences FLE064, LLC
TYPE OR PRINT COMPANY NAME

EXHIBIT 1: STATEMENTS OF WORK FOR VARIOUS SERVICE OPTIONS

These Statements of Work describe the Services and Deliverables to be provided by Learning Sciences International (“EXTERNAL OPERATOR” or “LSI” or “External Operator”) to the Volusia County Schools (“BOARD” or “District”) under that certain Contract Services Agreement between the Parties dated **March 27th, 2019**.

EXTERNAL OPERATOR shall provide all Services and Deliverables required under the Statement of Work for each of the various Service Level Options as outlined in Exhibit 2 as selected by the BOARD.

The work described in this AGREEMENT, either as a statutorily-mandated external operator model or other service option will continue through any changes in the District’s superintendent of school board. A newly appointed or elected superintendent will receive an orientation to the service option or transformational school leadership coaching from the EXTERNAL OPERATOR.

OPTION 1 – EXTERNAL OPERATOR MODEL

1. OVERVIEW

- Oversee all School operations
- Primary responsibility for all school academic programs.
- Assignment, reassignment, coaching and evaluation of school personnel
- Professional development and supportive tools and resources like tracker technology platform and other books and materials.
- Identification, training, and coaching of professional learning community leaders.
- Student academic assessment.
- Development of curriculum and instructional materials.
- Rigor Diagnostic, surveys, data analysis and reporting.
- Public relations support.
- Monthly Executive Action Team project review meetings.
- LSI dedicated Faculty and Leadership Coach resources.

2. RESPONSIBILITIES AND SERVICES OF EXTERNAL OPERATOR

- 2.1 General Oversight: External Operator will oversee all School operations and will have access to School grounds at all times during the Term of this Contract.
- 2.2 Initial School Assessment and Staffing Plan (within two months of Effective Date of Service Option. After the Effective Date, External Operator will complete a comprehensive needs assessment (“Needs Assessment”) for the School. The Needs Assessment will include, at a minimum, review of school staff, leadership, staffing, instruction, curriculum, academic intervention systems, professional learning communities, data teams, common planning, instructional coaching, and the student assessment process. 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. This Needs Assessment will form the basis for the School Plan, which will include a Staffing Plan. The Staffing Plan will then be implemented by the External Operator, in coordination with the District and the Executive Action Team, defined below.
- 2.3 Preparation for External Operations. In and around May of effective contract year, External Operator will prepare the School Leadership Team to execute the School Plan, including training for all administrators, school-based instructional coaches and professional learning community leaders. There will be a teacher orientation and training prior to the beginning of the School Year.

2.4 External Operations.

- 2.4.1 Primary Responsibilities. External Operator will have primary responsibility for all School academic programs; oversight, selection, placement, coaching, evaluation, assignment of responsibilities and re-assignment of School leadership and instructional personnel; professional development; identification, training and coaching of professional learning community leaders, student academic assessment and development of curriculum and instructional materials.
- 2.4.2 Outside Contracting. If any elements of School operations are identified in the Needs Assessment or during External Operations as contributing to the School's lack of performance, External Operator will provide notice to the District as set forth herein. If the District does not correct the condition within thirty (30) days following issuance of the notice, this will be considered a breach of contract. This includes, without limitation, consultant services and acquisition of furniture, fixtures, equipment, supplies or educational materials identified in the Needs Assessment or during External Operations as necessary for the turnaround program at the School.

2.5 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.

2.5.1 The goal of this model is to transform 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:

- 2.5.1.1 Strong instructional leaders who recognize and support rigorous teaching and learning.
- 2.5.1.2 Expert teacher leaders who coach and guide peers to instructional expertise
- 2.5.1.3 Skillful teachers who guide and inspire students to high academic performance
- 2.5.1.4 Engaged students who self-regulate, collaborate, and think creatively with challenging academic content
- 2.5.1.5 Informed and involved families and community members who take pride in the School as an example of world-class education

2.5.2 Curriculum and instruction services will include:

- 2.5.2.1 All professional development for administrators, coaches, PLC leaders, and teachers
- 2.5.2.2 Coaching for principal and administrators, teacher leaders (coaches and PLC leaders), and teachers
- 2.5.2.3 External Operator's Tracker technology with included instructional tools and data systems that are used to enhance instruction
- 2.5.2.4 Implementation of next generation systems to reinvent the School in a replicable, scalable model
- 2.5.2.5 ELA and Math model curriculum for new pedagogy utilizing open resources

2.5.3 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.

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

3 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 1.4, above, including, without limitation, the following:

3.1 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. LSI will ensure that fidelity and compliance to all DOE approved grants are adhered to.

3.2 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 in the enrolled in the school in a manner comparable to other District schools and as required by law. This includes transportation of students for study, field trips, non-program activities, electives and extra-curricular activities for the School 's students to substantially the same extent and in substantially the same manner that the District provides transportation for students in other District schools. If the school hours are extended for tutoring or other special supports to accelerate student academic growth, the District will provide access to transportation for students.

3.3 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.

3.4 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.

3.5 Facility Maintenance and Security. If necessary, 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.

3.6 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.

3.7 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. The School principal, members of the School Leadership Team, and District will use External Operator's Trend Tracker technology tool to observe, record, and measure trends of schoolwide changes in teaching and learning. LSI will ensure the fidelity of the Title I technology devices to be used by students only as specified by the DOE Approved Grant.

- 3.8 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.
- 3.9 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.
- 3.10 English as a Second Language. The District will continue to provide English as a Second Language services and support to the School's students, teachers, school administrators, & parents in the same manner that it provides to other District schools.
- 3.11 Tutoring, Before and After Care Programs. School will provide tutoring services for students to help accelerate academic growth. The tutoring program will be designed to address needs identified through data gathered in Standards Tracker from daily classroom monitoring. School before and after care programs that provide student tutoring services will be coordinated with External Operator to ensure that student tutoring is consistent and supportive of School instructional programs. Tutors will participate in training provided by External Operator and use materials supplied by the students' teachers that are consistent with the instructional program.
- 3.12 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.
- 3.13 LSI Building Expertise Conference Participation. School will send a team consisting of the principal, assistant principal(s), teacher leaders, and District representative to LSI's Building Expertise Conference in Orlando during each year of implementation, either under EO or school partnership. The fees for the principal's registration will be included in the cost of External Operator's services. Travel and lodging for the School's principal and others attending the Building Expertise Conference will be paid by the District.
- 3.14 Priority of Implementation. External Operator will opt the School out of any initiatives from the District that would, in the External Operator's sole opinion, interfere with the ability of the principal and staff to implement the model. In the case of districtwide initiatives that District demonstrates to External Operator's satisfaction are necessary, External Operator will determine if the School has sufficient resources to participate without impeding progress of the School's improvement work. If School's resources are insufficient, District will provide

additional resources to meet this requirement.

- 4 **EXECUTIVE ACTION TEAM.** An Executive Action Team will be formed of the Superintendent, Chief Academic Officer, District Chief Human Resources Officer, District Chief Operating Officer, Principal Supervisor, External Operator Practice Leader and External Operator Leadership Coach, Director of Federal Programs, or individuals in comparable positions. The Executive Action Team will meet monthly prior to effective date or immediately after effective date prior to work start, 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 Agreement and work in good faith to resolve any impediments to success or contractual issues, keeping the best interest 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.
- 5 **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 SO 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.
- 6 **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 training rate for these additional working hours.
- 7 **STUDENT RECORDS AND DATA.**
- 7.1 **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.
- 7.2 **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.
- 7.3 **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.
- 7.4 **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.
- 8 **STUDENT DISCIPLINE.** All students at the School will continue to be subject to the District's Student Conduct Code.

9 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.

10 COMMUNICATIONS WITH MEDIA COMMUNITY AND WITHIN DISTRICT.

10.1 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 and External Operator support in all such communications shall not be unreasonably withheld.

10.2 Showcase School. The District and External Operator are permitted to utilize the School as a showcase School, subject to compliance with all laws pertaining to student safety. External Operator, School and District may jointly coordinate school tours by representatives of other schools and districts, and other outside entities on a not-to-interfere basis with school operations and instruction.

10.3 Promotional Activities. The district and External Operator will collaborate on promotional activities for School's teachers, students, families, and community. These activities may include the posting of banners, printing and distribution of tee shirts, specially branded academic supplies (planners, pencils, backpacks, etc.).

11 SCHOOL PERSONNEL.

11.1 Employment Status. All personnel assigned to the School ("School Personnel") will be District employees, with their salaries and benefits paid from District funds.

11.2 Incentive Pay. The District will provide pay incentives to encourage teachers to work, and remain, in the School for the duration of the contract period as outlined in the District's collective bargaining agreement.

11.3 Personnel Decisions. The District will give the External Operator priority in selecting and placing teachers and administrators for the School. The District will ensure that staffing of the School is consistent with staffing ratios established by External Operator. This will include one or more assistant principals, as well as school-based, qualified, full-time instructional coaches, as required given the size of the student population and faculty. All School Staff will be selected through an interview protocol set by the External Operator. External Operator will make all School Personnel placement decisions. In the event that an individual is not the best fit for the School as determined by External Operator, the District will reassign that individual.

11.4 Budgeting for Personnel at the School and in Support of the School. The District will budget and pay for the staffing at the School as determined by the External Operator. 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. School allocated funds may be used to pay teachers assigned to the School for additional work days, for summer professional development, and for summer and additional work (within the parameters of the funding source) in curriculum development activities.

11.5 Instructional Personnel. All teachers will be expected to attend professional development prior to the start of each school year, as well as professional development throughout the school year.

11.6 School Leader. The External Operator will directly supervise the School Leader and will have full authority to place, evaluate, coach, and remove the School Leader.

- 11.7 Evaluation. District evaluation systems for principals, assistant principals, and teachers must be consistent with External Operator's instructional model and expectations. The coherence of the evaluation system will be determined during the Needs Assessment, with any needed corrective actions included in the School plan. Teachers will not be rehired unless they are effective or highly effective instructors pursuant to the District's evaluation system.
- 11.8 Non-Instructional Personnel. Subject to Section 1.4, the District will budget and staff for all non-academic functions such as guidance, bookkeeping, clerical, custodial, food service and transportation personnel.
- 11.9 Background Screening and Fingerprinting of School Personnel. The District is responsible for ensuring all background screening and fingerprinting of all School Personnel.
- 11.10 Employment Records. The District is responsible for maintaining the employment records for all School Personnel.
- 11.11 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.
- 11.12 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.
- 11.13 Place of Payment. All fee payments shall be made payable to External Operator and sent to the following address: 1400 Centrepark Blvd., Suite 1000, West Palm Beach, FL 33401.
- 11.14 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.

OPTION 2 – SCHOOLS FOR RIGOR ACCELERATED MODEL

1. OVERVIEW

- Develop School Improvement Plan, establishing timelines for interventions and support strategies
- Weekly executive coaching for principals to establish strong, systemic conditions supportive of rigorous teaching and learning
- Targeted professional development and weekly coaching for teachers
 - Establishing classroom conditions and routines supportive of rigorous learning
 - Core Actions to achieve the standards
 - Standards-based alignment of learning targets and tasks
 - Teacher verification and feedback to students on attainment of learning targets
 - Effective functioning of PLCs focused on student evidence of learning
 - Ownership of the learning process
 - Cognitive engagement in rigorous tasks aligned to academic standards
 - Teamwork for development of new economy skills for the 21st century
- Coaching to strengthen PLCs as the medium for collegial learning, peer coaching, and professional growth both as a team and as individual practitioners; focus on student-centered learning

- Quarterly Rigor Diagnostic instructional audit, including surveys, data analysis, and reporting
- Integrated tech tools measure growth in school leadership effectiveness and teaching practice
 - LSI Trend Tracker allows principals to collect and analyze data about classroom practices and student evidence of learning to make data-informed decisions for improvement
 - LSI Growth Tracker allows teachers and teacher teams to grow their instructional expertise professional development, peer coaching, attainment of micro-credentials
 - LSI Standards Tracker allows teachers to develop standards-based learning targets and tasks, plan instruction, and formatively assess student progress toward standards mastery
- Monthly Executive Action Team project review meetings

2. SHARED OVERSIGHT OF SCHOOL. If the AGREEMENT includes either Option 2 – Schools for Rigor Accelerated Model, or Option 4 – Transformational School Leadership Coaching, the EXTERNAL OPERATOR will become a partner with the District to ensure the School(s) growth toward attaining model school status. The District and EXTERNAL OPERATOR mutually agree to the following assurances:

- 1.1 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.
- 1.2 Principal Participation in Coaching. The schools' principals will continue to participate in all coaching sessions provided by the EXTERNAL OPERATOR. Such coaching sessions will be mandatory for both the District and the EXTERNAL OPERATOR, and the District will avoid tasking the schools' principals with activities that cause the principals to miss scheduled coaching sessions. The EXTERNAL OPERATOR will ensure that all coaching sessions take place as scheduled.
- 1.3 Evaluation of the Principal. In addition to the District's regular school leader evaluation metrics, evidence of principals' completion of monthly Action Board items will be used to evaluate effectiveness.
- 1.4 Selection and Replacement of the Principal or Assistant Principal(s). Should the schools' principals leave their positions, the District will consider appointing, if fully qualified, the schools' assistant principals who will be fully conversant with the schools' model. The District will also endeavor to select as the schools' assistant principal(s) teacher leaders from the School. The District will consult with the EXTERNAL OPERATOR about the selection of the schools' successor principals and assistant principal(s).
- 1.5 Selection of PLC Leaders and School-based Coaches. The schools' principals will consult with the EXTERNAL OPERATOR about the selection and placement of PLC leaders and school-based coaches. The schools will endeavor to appoint, if fully qualified, teacher leaders from the schools who will be fully conversant with the schools' model.
- 1.6 Coaching, PLC, and MTSS Models. The schools will continue to use the EXTERNAL OPERATOR'S coaching, PLC, and MTSS models.
- 1.7 Tutoring. The schools' teachers will continue to provide tutoring to accelerate their students' learning growth.
- 1.8 Curriculum Development. The schools will continue to develop model curriculum.
- 1.9 Attendance at Annual Building Expertise Conference. The schools will continue to send teams

to the EXTERNAL OPERATOR'S Building Expertise conference.

OPTION 3 - STANDARD SCHOOLS FOR RIGOR

1. OVERVIEW.

- Provide executive coaching to principal and leadership team to strengthen instructional leadership skills
- Provide teacher professional development and monthly coaching with Growth Tracker technology tools, books, and materials
- Provide training and monthly coaching of professional learning community leaders
- Provide Standards Tracker technology tool to measure daily progress of student growth
- Provide Trend Tracker technology tool to collect and analyze data about classroom practices and student evidence of learning to make data-informed decisions for improvement
- Correlate Tracker data to district interim/benchmark and state summative assessments
- Conduct quarterly Rigor Diagnostic instructional audits with surveys, data analysis and reporting
- Continue development of teacher micro-credentialing
- Provide Executive Action Team project review meetings

OPTION 4 - TRANSFORMATIONAL SCHOOL LEADERSHIP COACHING

1. OVERVIEW.

- Provide School Leadership Assessment and report
- Host Two times a month ½ day on-site Leadership Coaching in collaboration with appointed District liaison.
- Host Two times a month off week one-hour virtual Leadership Coaching session with appointed District liaison
- Utilize Trend Tracker license
- Coordinate Half Day monthly review of data, actions taken, actions expected, etc. with District Leadership.

2. RESPONSIBILITIES AND SERVICES OF EXTERNAL OPERATOR

- 2.1. Provide professional development, coaching and monitoring services to improve teaching and instructional leadership to ten (10) selected Schools.
3. SHARED OVERSIGHT OF SCHOOL. If the AGREEMENT includes either Option 2 – Schools for Rigor Accelerated Model, or Option 4 – Transformational School Leadership Coaching, the EXTERNAL OPERATOR will become a partner with the District to ensure the School(s) growth toward attaining model school status. The District and EXTERNAL OPERATOR mutually agree to the following assurances:
 - 3.1. 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 resolve any impediments to implementation.
 - 3.2. Principal Participation in Coaching. The schools' principals will continue to participate in all coaching

sessions provided by the EXTERNAL OPERATOR. Such coaching sessions will be mandatory for both the District and the EXTERNAL OPERATOR, and the District will avoid tasking the schools' principals with activities that cause the principals to miss scheduled coaching sessions. The EXTERNAL OPERATOR will ensure that all coaching sessions take place as scheduled.

- 3.3. Evaluation of the Principal. In addition to the District's regular school leader evaluation metrics, evidence of principals' completion of monthly Action Board items will be used to evaluate effectiveness.
- 3.4. Selection and Replacement of the Principal or Assistant Principal(s). Should the schools' principals leave their positions, the District will consider appointing, if fully qualified, the schools' assistant principals who will be fully conversant with the schools' model. The District will also endeavor to select as the schools' assistant principal(s) teacher leaders from the School. The District will consult with the EXTERNAL OPERATOR about the selection of the schools' successor principals and assistant principal(s).
- 3.5. Selection of PLC Leaders and School-based Coaches. The schools' principals will consult with the EXTERNAL OPERATOR about the selection and placement of PLC leaders and school-based coaches. The schools will endeavor to appoint, if fully qualified, teacher leaders from the schools who will be fully conversant with the schools' model.
- 3.6. Coaching, PLC, and MTSS Models. The schools will continue to use the EXTERNAL OPERATOR'S coaching, PLC, and MTSS models.
- 3.7. Tutoring. The schools' teachers will continue to provide tutoring to accelerate their students' learning growth.
- 3.8. Curriculum Development. The schools will continue to develop model curriculum.
- 3.9. Attendance at Annual Building Expertise Conference. The schools will continue to send teams to the EXTERNAL OPERATOR'S Building Expertise conference.

OPTION 5 - NEEDS ASSESSMENT

1. OVERVIEW.

- Conduct review of operational support systems such as budget, facilities, supplies, maintenance, food service, transportation, IT infrastructure and resources.
- Review school leadership, instruction and curriculum
- Provide report on school review findings
- Develop Comprehensive School Action Plan and staffing plan

OPTION 6 - READINESS PHASE

1. OVERVIEW.

- Develop communication plan for the community and school
- Assist in leadership and faculty
- Prepare School Leadership Team to execute School Plan
- Train all administrators, school-based instructional coaches, and professional learning community leaders.
- Provide teacher orientation and training prior to school year beginning
- Provide Leadership Coach and Faculty Coach resources
- Develop School Improvement Plan, establishing timelines for interventions and support strategies.

EXHIBIT 2: SERVICE LEVELS AND FEE SCHEDULES

These are the various Service Levels and Fee Schedules referred to in Section 1 and 5 of the Contracted Service Agreement between Volusia County Schools ("BOARD" or "District") and Learning Sciences International ("EXTERNAL OPERATOR" or "LSI") dated as of March 27th, 2019. Its purpose is to set forth the agreement and understanding of the Parties with respect to all determinations of the amounts to be paid by the BOARD to the EXTERNAL OPERATOR for Services and Deliverables options under the AGREEMENT. All terms herein shall have the meanings set forth in the AGREEMENT.

The BOARD, at its discretion, may determine to utilize one or multiple of the following service level options listed below. 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, if the Schools obtain a "C" grade, the District may continue the partnership through any option.

OPTION 1 - EXTERNAL OPERATOR MODEL

Associated Fee: \$624,000.00 per School per year

OPTION 2 - SCHOOLS FOR RIGOR ACCELERATED MODEL

Associated Fee: \$250,000.00 per School per year

OPTION 3 - STANDARD SCHOOLS FOR RIGOR

Associated Fee: \$198,000.00 per School per year

OPTION 4 - TRANSFORMATIONAL SCHOOL LEADERSHIP COACHING

Associated Cost: \$75,000.00 per School per year

OPTION 5 - NEEDS ASSESSMENT

Associated Fee: \$62,250.00 per school

OPTION 6 - READINESS PHASE

Associated Fee: \$81,750.00 per school

EXHIBIT 3: INSURANCE REQUIREMENTS FORM

The School Board of Volusia County, Florida: Insurance Requirements Form

Note: EXTERNAL OPERATOR shall insure that all Subcontractors comply with the same insurance requirements that he is required to meet. The same EXTERNAL OPERATOR shall provide The School Board of Volusia County with certificates of insurance meeting the required insurance provisions prior to the service date.

<u>Requirement (X)</u>	<u>Insurance Type</u>	<u>Required Limits</u>
<u>X</u>	1 Workers' Compensation	In accordance with Florida Statutes Chapter 440 and all Federal Government Statutory Limits and Requirements
	1A Employers Liability	Limit of \$500,000.00 each Incident
<u>X</u>	2 Commercial General Liability	\$2,000,000.00 Single Limit per Occurrence with \$2,000,000.00 general aggregate.
<u>X</u>	2A Bodily Injury & Property Damage	\$2,000,000.00 Single Limit per Occurrence
	3 Indemnification	
<p>The EXTERNAL OPERATOR/Vendor, in consideration of One Hundred Dollars (\$100.00), the receipt and sufficiency of which is accepted through the signing of this document, shall hold harmless and defend The School Board of Volusia County and its agents and employees from all suits and actions, including attorney's fees and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of this contract or work performed there under. This provision shall also pertain to any claims brought against The School Board of Volusia County by an employee of the named EXTERNAL OPERATOR/Vendor, any Subcontractors, or anyone directly or indirectly employed by any of them. The EXTERNAL OPERATOR/Vendor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this Contract or the EXTERNAL OPERATOR/Vendor's limit of, or lack of, sufficient insurance protection. The first One Hundred Dollars (\$100.00) or money received on the contract price is considered as payment of this obligation by The School Board of Volusia County.</p>		
<u>X</u>	4 Automobile Liability	
	4A Owned/Non-Owned/Hired Automobile Included	\$5,000,000.00 per Each Occurrence
<u>X</u>	5 Professional Liability	\$1,000,000.00 per Each Occurrence
<u>X</u>	5A Errors and Omissions	\$1,000,000.00 per Each Occurrence
	5B Builder's Risk	\$1,000,000.00 per Each Occurrence
	6 Employee Crime	\$2,000,000.00 per Each Occurrence
	7 Cyber Liability	\$5,000,000.00 Single Limit per Occurrence
	8 Pollution Legal Liability	\$1,000,000.00 Each Incident, with \$10,000,000.00 General Aggregate

VENDOR'S AND INSURANCE AGENT STATEMENT:

The School Board of Volusia County shall be named as the Certificate Holder on the Insurance Certificate. The School Board of Volusia County must be named as "ADDITIONAL INSURED" on the insurance Certificate for Commercial General Liability. The School Board of Volusia County desires proof of insurability at levels required for this CSA.

The 'Certificate Holder' should read as follows:
The School Board of Volusia County, Florida
 200 N. Clara Ave
 Deland, FL 32720

We understand the insurance requirements contained in these specifications, and that the evidence of said insurance is required with response submittal.

A current certificate of insurance is attached: YES ✓ NO (requested from carrier)

Vendor Name: Learning Sciences FLE064, LLC Vendor Title: Finance Manager

Signature of Vendor: [Signature]

APPENDIX A: DATA SHARING AGREEMENT

This AGREEMENT is made and entered into by and between the School District of Volusia County, ("LICENSEE") and Learning Sciences International ("EXTERNAL OPERATOR" or "LSI" or "External Operator")

WHEREAS, the parties to this agreement are parties to a Contracted Service Agreement that permits Licensee to use the Services.

NOW, THEREFORE, in light of the foregoing, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Scope of Agreement.** Except as otherwise expressly provided herein, the terms of the Contracted Service Agreement shall govern the parties' relationship. By virtue of this Agreement, the term "Product" as and wherever used in the Agreement shall include services as described in Exhibit 1 for Options 2 through 6.
2. **Sharing of Education Records.** Licensee acknowledges and agrees that some of the data it will provide to LSI will be personally identifiable student information, the confidentiality of which is protected under the Family Educational Rights and Privacy Act and Florida Statutes 1002.221. Licensee confirms that such information is being shared pursuant to 34 C.F.R. §99.30(a) and represents and warrants that the disclosure falls within the terms of the applicable student information disclosure laws and regulations. LSI agrees that it will use such information only for the purposes for which the disclosure is made and may not disclose the information to any other party. LSI shall not allow anyone to obtain access to personally identifiable information including information about the student, educators, and school(s) from education records except in compliance with this Agreement. Upon termination of this Agreement, LSI will destroy all student information or educational records in its possession and confirm the same in writing to Licensee. This provision shall survive termination of this Agreement.
3. **Consideration.** Licensee shall pay the fees stipulated in Exhibit 2 of the Contracted Services Agreement associated with this agreement and incorporated herein by this reference.
4. **Secure Data Transmission.** All data transfers between both Parties will be secure. Liability for any claims arising from the failure to follow this or other failures to protect the data by Licensee, shall be borne solely by Licensee, and Licensee shall protect, defend, and hold LSI harmless from any such claims.