

Addendum No. 4
to the Master Agreement and Appendix Scope of Services dated August 20, 2019
between Hillsborough County Schools Succeed, LLC
and The School Board of Hillsborough County, Florida

This Addendum No. 4 (this "Addendum") to the Agreement (the "Agreement") by and between Hillsborough County Schools Succeed ("HCSS") and The School Board of Hillsborough County, Florida is created in furtherance of the Parties' Agreement and sets forth the Parties' understanding pursuant to which HCSS shall provide Services to the District.

This Addendum is intended to supersede and replace what was previously defined in the Appendix to the Agreement (pages 14 through 21 of 24) regarding the Services and Compensation applicable to support for the remainder of academic year 2019-20 and continuing from school year 2020-21 through 2022-23.

Hillsborough County Schools Succeed ("HCSS") will provide External Operator services to four schools in The Hillsborough County Public Schools district. The following four schools have been identified as "turnaround schools" covered under this agreement:

1. James K5 Elementary School
2. Kimbell K5 Elementary School
3. Robles K5 Elementary School
4. Sulphur Springs K8 Community School

The COVID-19 pandemic resulted in unprecedented impacts to school operations that led the Florida Department of Education to suspend school testing protocols for the 2019-20 school year, which rendered intended measurement of HCSS and District achievement impossible. The purpose of this Addendum is to "reset" HCSS's engagement with the above referenced schools to ensure the availability of three continuous, uninterrupted years of support, to allow original intended objectives of school improvement to be met. This Addendum:

1. Confirms that the performance incentives associated with HCSS's 2019-20 support have been nullified.
2. Re-establishes performance standards and fees for the next three years (school years 2020-21 through 2022-23) to reflect the original intended thresholds of the agreement for school achievement and fees, noting that 2022-23 represents a one-year extension of the term for renewal years.
3. Synchronizes the schedule of support with that of Addendum 1, which defines support for a second cohort of schools under HCSS's management under a calendar that extends from June to the following May of each school year, to allow investment in preparation and planning for the following school year during the summer months.

STAFFING

Turnaround services will include on-site days as well as off-site planning and reporting days by a team of coaches and education transformation specialists, with oversight provided by one of HCSS' Education Transformation Directors, Dr. Babette Moreno or Dr. Simmie Raiford.

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| Project Role | Qualifications for Role | Number Required for Hillsborough | Primary Responsibility |
|--------------------------------------|--|---|--|
| Education Transformation Director | Proven record in successful large-scale education leadership and operations such as superintendent, Turn Around leader. Masters or Doctorate in Education leadership, Curriculum or Supervision. Key competency: Large Scale Project Management, State and District Understanding. | 0.25 FTEs | Oversight of all project activities and staff. Assist with state reporting and presentations. Regular progress monitoring. |
| Education Transformation Specialists | Proven record in successful education leadership such as superintendent, Turn Around leader. Successful leadership and coaching experience with specific focus on school turn around. Key competency: Understanding of school system and building level management of all aspects of education Masters or Doctorate in Education Leadership, Curriculum or Supervision Masters or Doctorate in Education Leadership, Curriculum or Supervision. | 2 FTEs (1 specialist per two schools) | Manages additional staff and consultants onsite. Provides leadership training to administrators and coaches. Manages all communication with state and district, additional staff and consultants onsite. Progress monitoring and assessments. |
| Content Coaches | Expertise in curriculum, instruction, teaching & learning. Extensive experience in coaching and professional development. Deep understanding of content and standards. Instructional background as teacher, coach, instructional leadership. | 4 FTEs (Example: 2 Math and 2 ELA, TBD based on needs) | Provide content coaching to district coaches and teachers. |
| Community Engagement specialist | School communication expert. Ability to communicate and engage diverse populations, provide native language support when possible, design opportunities to increase family and community engagement. Must be Spanish speaking. | 0.25 FTE | Works with district communications director to communicate EO plans and progress to stakeholders. |

SCOPE OF SERVICES

The following services will be included:

COMPREHENSIVE NEEDS THREE DAY ASSESSMENT (CNA) & TURNAROUND PLAN

- Each school will receive a comprehensive needs assessment to fully develop turnaround plan
 - The guided school needs assessment will be completed with school administration and will include the analysis of the most recent FSA scores and/or other available measures correlated to assessment progress
 - Includes observations to assess instruction
 - Identification of groups or areas of focus for the SY2021
 - Identification of strengths of the school to use as building blocks
 - Develop baseline data for the SY2021 including distribution of students and their ESSA categories, teacher quality attributes (ratings, FSA results, tenure in school/grade level,

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- etc.),
- Detailed turnaround plan developed with school leadership
 - The parties may agree to allow HCPS to provide school readiness assessment report.

REGULAR SUPPORT FROM TURNAROUND TEAM

- Collaborative management of school/progress
 - Teacher evaluations
 - Teacher placement
 - Scheduling
 - Leadership/staff meetings
 - Data review and evaluation meetings
 - Professional development
 - Monthly progress reports
 - TAP (Teacher Assistance Plan) facilitation
- Creation of month to month leadership tasks
 - Scheduling tasks
 - Facilitating roll out of classroom expectations, data analysis, coaching by leadership
- Facilitate team at school and plan implementation
- Guide/model for administrator feedback, coaching, and monitoring of instruction
 - Constructive/"Crucial Conversations"
 - Plan out what needs to be looked for in walkthroughs
 - Alignment of plans to what is happening in the classroom
 - Providing coaching to administrators
 - Analysis of data and monitoring progress
- Develop and support leadership team
 - Create interactive and collaborative leadership teams
 - Decision making strategies and processes
 - Roles and responsibilities
 - Communication plan
- Utilize administrator leadership rubric to determine current status and areas of growth
- Create professional growth plans and accompanying support for administrators
- Develop and co-present parent workshops/community opportunities
- Facilitate development and delivery of staff meetings, lead meetings, professional development meetings
 - Understanding the content
 - Deciding what needs to be presented
- Collaborate with district to support district initiatives
 - Performance management of administration
 - Professional development

PROVIDE SUPPORT FOR DISTRICT COACHES (IN COLLABORATION WITH DISTRICT PERSONNEL) TARGETED CURRICULUM PEDAGOGY

- Instruction aligned to standards and scope of FSA
- Collaboration meetings for planning, formative assessments, professional development

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- One-on-one coaching/modeling for teachers
- Identify key areas of support in both ELA and Math
- Provide technical assistance and coaching on Math and ELA curriculum
- Provide guidance in planning and pacing instruction utilizing pacing guides and student data

PRINCIPAL COHORT LEADERSHIP SUPPORT

- Principals
 - Provide self-assessment and conduct workshop to review and utilize results
 - Develop leadership role through ongoing workshops each month. Sample topics may include:
 - Coaching and feedback
 - Managing data
 - Structures for teaming and collaboration
 - Provide onsite peer coaching and feedback sessions to principals.
 - Develop process to monitor and support teachers using pacing guides and vertical alignment of standards
 - Classroom culture and climate
 - Ensuring rigor and relevance in the classroom
 - EL instruction
 - CO-teaching models

QUANTITY/FREQUENCY OF SUPPORT

The following table presents the frequency of supports and costs associated with each of the primary functions outlined above. There is expected to be variation in the allocation of resources between the schools covered under this agreement based on volume and acuity of need that will be further defined through findings of the Comprehensive Needs Assessment

| | School Support Function | Detail | Frequency |
|---|--|--|---------------|
| 1 | Comprehensive Needs Assessment | Analysis of school data correlation of formative assessment data /FSA; completion of needs assessment and recommendations. <i>The guided school needs assessment will be completed with school administration as soon as possible and will include the analysis of current FSA scores correlated to formative assessment data progress, identification of groups or areas of focus for the SY2021 and identification of strengths of the school to use as building blocks. The analysis will provide baseline data for the SY2021 year including distribution of students and their ESSA categories, teacher quality attributes (ratings, previous FSA results, tenure in school/grade level, etc.)</i> | 1 CNA/year |
| 2 | School Transformation Director Oversight | HCSS School Transformation Director provides oversight and progress monitoring throughout course of project to: <i>Ensure school turnaround plan is executed with fidelity and according to HCSS's standards</i> <i>Compliance with state reporting requirements</i> <i>Progress monitoring and assessment</i> Provide Cohort Leadership Support Days | 5 |

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| | School Support Function | Detail | Frequency |
|---|--|---|-----------|
| 3 | On-Site Coaching Days | <p>School leadership and teacher support, curriculum planning, onsite professional development to leadership and coaching.</p> <p><i>This school-based support will provide ongoing, personalized coaching to school administrators and teachers. Each administrator will complete update their self-analysis of their progress on the Florida Principal Leadership Standards. This analysis will be used for bi-monthly coaching sessions. Teacher support will include classroom visits and feedback, Individual and grade level coaching sessions based on the areas of need as determine with teacher and administration. Professional development will be developed based on school need as determined through data analysis, walk throughs and coaching sessions. Expected topics for the SY2021 based on SY 2019 data include:</i></p> <p>Teacher Clarity- ensuring learning expectations are visible; High Yield instructional strategies for reading, math and writing; Student engagement strategies to increase student discourse; Assessing for Learning sing manipulatives and anchor charts; and Scaffolding instruction to meet the students’ needs and reach the expectations of the standard.</p> <p><i>These professional development topics can be provided at the whole school, grade level or district level.</i></p> | 160 |
| 4 | School Transformation Specialist | <p>On-site leadership and execution of school turnaround plan ensuring fidelity of execution, supervision, monitoring, and mentoring of administrative staff and faculty including:</p> <p><i>Administrative Expectations, Development of School Plans, Leadership Development Cohort Leadership Support days - These sessions include cohort-wide professional development / administrator training provided to all administrators in cohort This is estimated at 1-2 days a month</i></p> <p><i>State reporting, presentations, and attendance</i></p> <p><i>Curriculum and Coaching Support - Development and delivery of monthly professional development and training for school coaches. This can also be collaborative with district personnel for all district coaches.</i></p> | 80 |
| 5 | Virtual support and off-site planning | <p>Video/phone/Skype/conferencing for support as needed.</p> <p><i>We have allocated 12 days (96 hours) to off-site work includes planning, district communication, virtual support, and any other activities required to fully support the success of the District.</i></p> | 12 |
| 6 | Family/Community Support and Communication | <p>On-site support, Cohort family and community engagement activities, Collaboration with district on district wide events. Spanish Speaking Required.</p> | 10 |

COMPENSATION

For the 20/21 School year, the average price per school for achievement of minimum state performance standards (improvement of at least 4 points or achievement of at least a “C”) is **\$365,000**, which represents a discounted cost to execute the work commensurate with the lowest “successful” attainment of performance goals. The remainder of potential fees are contingent on satisfaction of further performance management criteria. The fees depicted for Year 1 (2019/20) reflect the fees agreed to between MGT and the District after the suspension of state testing nullified established performance criteria and associated incentives. Looking forward, if MGT fails to meet the minimum criteria for performance improvement, the fees earned will equate to 67 percent of the total potential revenue, with 33 percent of fees held back as contingency. Alternately, incremental proportions of the total possible fees can be earned based on satisfaction of increasing performance criteria, where total compensation covering all four schools, and contingent upon achievement of all performance goals, would amount to \$2,060,000 for year 2 (2020/21), \$2,160,000 for year 3 (2021/22), and \$2,060,000 for year 4 (2022/23). Beyond the defined fee levels, the

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invoicing schedule also caps billings at 67 percent of the total potential fees until state test results and associated performance can be determined.

In addition, As cited above on pages 4 and 5 in the table titled **Quantity/Frequency of Support**, MGT will provide the following personnel for the minimum number of service days per school listed:

| | |
|----------------------------------|----------------------------|
| Coaches | 160 days (80 ELA, 80 Math) |
| School Transformation Specialist | 80 days |

On a quarterly basis, if the minimum number of service days specified above have not been provided, the Board will be credited the amount of \$1800/day per day of coaching service not provided, and \$2500/day per day of school transformation director not provided.

Suspension of state testing has eliminated performance incentives from consideration for the 2019-20 school year. Thereafter, performance goals are based on “Total Points Earned” and associated letter grades as established by the Florida Department of Education within the Florida School Accountability grading system. If this performance grading system changes materially during the term of the contract, HCSS and HCPS will renegotiate specific standards of performance within any revised accountability system to best approximate the benchmarks established below.

PERFORMANCE GOALS

2019-20 FDOE School Performance Grading Scale

(No update for SY 20-21 due to COVID-19 suspension of assessment)

| Grade | Score |
|-------|--------------|
| F | 31 and below |
| D | 32 to 40 |
| C | 41 to 53 |
| B | 54 to 61 |
| A | 62 and above |

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In compliance with Florida statute, 6A-1.099811, titled *School Improvement State System of Support for Deficient and Failing Schools*, incentives are structured such that 33 percent of the total possible fees for each school are held back unless a school improves its grade by 4 points or to a grade of at least "C."

YEAR 1 FEES

| | TOTAL FEES BY SCHOOL PERFORMANCE* | | | | |
|--|-----------------------------------|------------------|------------------|------------------|--------------------|
| | James | Kimbell | Robles | Sulphur | SUM |
| Fixed Amount per School/No Incentives or Holdback | \$339,120 | \$261,286 | \$406,997 | \$452,597 | \$1,460,000 |

YEAR 2 FEES BASED ON FDOE 2020-21 ASSESSMENTS

| 2020-21 ACHIEVEMENT vs. 2018-19 Scores | \$ Incentive/Holdback per School | TOTAL FEES BY SCHOOL PERFORMANCE* | | | | | Performance Thresholds by School (1) | | | |
|---|-------------------------------------|-----------------------------------|-----------|-----------|-----------|-------------|--------------------------------------|----------|----------|----------|
| | | James | Kimbell | Robles | Sulphur | SUM | James | Kimbell | Robles | Sulphur |
| Static or Decline | (\$200,000) | \$289,120 | \$211,286 | \$356,997 | \$402,597 | \$1,260,000 | Up to 22 | Up to 31 | Up to 34 | Up to 32 |
| +1 to +3 Score but Less Than "C" (41) | 33% Holdback | \$327,710 | \$261,286 | \$373,188 | \$403,740 | \$1,365,924 | 23+ | 32+ | 35+ | 33+ |
| +4 to +5 Score or At Least "C" (41)** | (\$150,000) | \$339,120 | \$261,286 | \$406,997 | \$452,597 | \$1,460,000 | 26+ | 35+ | 38+ | 36+ |
| At least D (32) and +6 to +10 Score | (\$100,000) | \$389,120 | \$311,286 | \$456,997 | \$502,597 | \$1,660,000 | 32+ | 37+ | 40+ | 38+ |
| +11 to +18 Score | (\$50,000) | \$439,120 | \$361,286 | \$506,997 | \$552,597 | \$1,860,000 | 33+ | 42+ | 45+ | 43+ |
| At least C (41) and +19 Score | Contract Value | \$489,120 | \$411,286 | \$556,997 | \$602,597 | \$2,060,000 | 42+ | 50+ | 53+ | 51+ |

*Includes Comprehensive Needs Assessment (CNA) fees by school as follows: \$36,341 James; \$28,000 Kimbell; \$43,615 Robles; and \$48,502 Sulphur.

**The reduction in fees to Kimbell at this level represents to 33% of total fees (which meets compliance with rule 6A-1.099811) vs. the \$150,000 fixed reduction applied to other schools.

(1) Scores for 2020-21 Academic Year.

YEAR 3 FEES BASED ON FDOE 2021-22 ASSESSMENTS

| 2021-22 ACHIEVEMENT vs. 2018-19 Scores | \$ Incentive/Holdback per School | TOTAL FEES BY SCHOOL PERFORMANCE* | | | | | Performance Thresholds by School (2) | | | |
|---|-------------------------------------|-----------------------------------|-----------|-----------|-----------|-------------|--------------------------------------|----------|----------|----------|
| | | James | Kimbell | Robles | Sulphur | SUM | James | Kimbell | Robles | Sulphur |
| +7 Score or Less | (\$275,000) | \$239,120 | \$161,286 | \$306,997 | \$352,597 | \$1,885,000 | Up to 29 | Up to 38 | Up to 41 | Up to 39 |
| +8 to +11 Score | (\$175,000) | \$339,120 | \$261,286 | \$406,997 | \$452,597 | \$1,985,000 | 30+ | 39+ | 42+ | 40+ |
| At least C (41) and +12 to +18 Score | (\$125,000) | \$389,120 | \$311,286 | \$456,997 | \$502,597 | \$2,035,000 | 41+ | 43+ | 46+ | 44+ |
| Low B (54-57) | (\$75,000) | \$439,120 | \$361,286 | \$506,997 | \$552,597 | \$2,085,000 | 54+ | 54+ | 54+ | 54+ |
| High B (58-61) | (\$50,000) | \$464,120 | \$386,286 | \$531,997 | \$577,597 | \$2,110,000 | 58+ | 58+ | 58+ | 58+ |
| Low A (62-65) | (\$25,000) | \$489,120 | \$411,286 | \$556,997 | \$602,597 | \$2,135,000 | 62+ | 62+ | 62+ | 62+ |
| High A (66+) | Contract Value | \$514,120 | \$436,286 | \$581,997 | \$627,597 | \$2,160,000 | 66+ | 66+ | 66+ | 66+ |

*Includes Comprehensive Needs Assessment (CNA) fees by school as follows: \$36,341 James; \$28,000 Kimbell; \$43,615 Robles; and \$48,502 Sulphur.

(2) Scores for 2021-22 Academic Year.

YEAR 4 FEES BASED ON FDOE 2022-23 ASSESSMENTS

| 2022-23 ACHIEVEMENT vs. 2018-19 Scores | \$ Incentive/Holdback per School | TOTAL FEES BY SCHOOL PERFORMANCE* | | | | | Performance Thresholds by School (3) | | | |
|---|-------------------------------------|-----------------------------------|-----------|-----------|-----------|-------------|--------------------------------------|----------|----------|----------|
| | | James | Kimbell | Robles | Sulphur | SUM | James | Kimbell | Robles | Sulphur |
| D (40) or Lower | (\$300,000) | \$189,120 | \$111,286 | \$256,997 | \$302,597 | \$860,000 | Up to 40 | Up to 40 | Up to 40 | Up to 40 |
| Low C (41-46)** | (\$150,000) | \$339,120 | \$261,286 | \$406,997 | \$452,597 | \$1,460,000 | 41+ | 41+ | 43+ | 41+ |
| High C (47-53) | (\$100,000) | \$389,120 | \$311,286 | \$456,997 | \$502,597 | \$1,660,000 | 47+ | 47+ | 47+ | 47+ |
| Low B (54-57) | (\$75,000) | \$414,120 | \$336,286 | \$481,997 | \$527,597 | \$1,760,000 | 54+ | 54+ | 54+ | 54+ |
| High B (58-61) | (\$50,000) | \$439,120 | \$361,286 | \$506,997 | \$552,597 | \$1,860,000 | 58+ | 58+ | 58+ | 58+ |
| Low A (62-65) | (\$25,000) | \$464,120 | \$386,286 | \$531,997 | \$577,597 | \$1,960,000 | 62+ | 62+ | 62+ | 62+ |
| High A (66+) | Contract Value | \$489,120 | \$411,286 | \$556,997 | \$602,597 | \$2,060,000 | 66+ | 66+ | 66+ | 66+ |

*Includes Comprehensive Needs Assessment (CNA) fees by school as follows: \$36,341 James; \$28,000 Kimbell; \$43,615 Robles; and \$48,502 Sulphur.

**Improvement over prior year Base target also required, so Robles minimum score = 43.

(3) Scores for 2022-23 Academic Year.

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HCPS shall compensate the Contractor in payments as indicated in the invoicing schedules below. The holdback/incentives payments shall be retained by HCPS until notification of school letter grades by the State of Florida. If applicable, Contractor shall provide remainder of discounts owed to HCPS within 45 days of notification of the State of Florida assigned school grade.

| 2019-20 INVOICING PERIOD* | AMOUNT | |
|---|----------------------------|-----|
| 2019-20 Initiation & onboarding/Due upon contract execution | \$121,666.67 | *** |
| September 1, 2019 | \$121,666.67 | *** |
| October 1, 2019 | \$121,666.67 | *** |
| November 1, 2019 | \$121,666.67 | *** |
| December 1, 2019 | \$121,666.67 | *** |
| January 1, 2020 | \$121,666.67 | *** |
| February 1, 2020 | \$121,666.67 | *** |
| March 1, 2020 | \$121,666.67 | *** |
| April 1, 2020 | \$121,666.67 | *** |
| May 1, 2020 | \$121,666.67 | *** |
| June 1, 2020 | \$121,666.67 | |
| July 1, 2020 | \$121,666.63 | |
| Holdback/Incentive | n/a due to test suspension | |
| TOTAL NOT-TO-EXCEED | \$1,460,000.00 | |

*Invoices to be issued next business day after dates referenced above where weekends/holidays.

**Holdback/incentive to be invoiced as of official publish date of Florida school grades.

***Already invoiced prior to execution of Addendum 2.

| 2020-21 INVOICING PERIOD* | AMOUNT |
|---------------------------|----------------|
| July 31, 2020 | \$132,727.27 |
| August 31, 2020 | \$132,727.27 |
| September 30, 2020 | \$132,727.27 |
| October 31, 2020 | \$132,727.27 |
| November 30, 2020 | \$132,727.27 |
| December 31, 2020 | \$132,727.27 |
| January 31, 2021 | \$132,727.27 |
| February 28, 2021 | \$132,727.27 |
| March 31, 2021 | \$132,727.27 |
| April 30, 2021 | \$132,727.27 |
| May 31, 2021 | \$52,927.30 |
| Holdback/Incentive** | \$679,800.00 |
| TOTAL NOT-TO-EXCEED | \$2,060,000.00 |

*Invoices to be issued next business day after dates referenced above where weekends/holidays.

**Holdback/incentive to be invoiced as of official publish date of Florida school grades.

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| 2021-22 INVOICING PERIOD* | AMOUNT |
|---------------------------|----------------|
| June 30, 2021 | \$121,666.67 |
| July 31, 2021 | \$121,666.67 |
| August 31, 2021 | \$121,666.67 |
| September 30, 2021 | \$121,666.67 |
| October 31, 2021 | \$121,666.67 |
| November 30, 2021 | \$121,666.67 |
| December 31, 2021 | \$121,666.67 |
| January 31, 2022 | \$121,666.67 |
| February 28, 2022 | \$121,666.67 |
| March 31, 2022 | \$121,666.67 |
| April 30, 2022 | \$121,666.67 |
| May 31, 2022 | \$108,866.63 |
| Holdback/Incentive** | \$712,800.00 |
| TOTAL NOT-TO-EXCEED | \$2,160,000.00 |

**Invoices to be issued next business day after dates referenced above where weekends/holidays.*

***Holdback/incentive to be invoiced as of official publish date of Florida school grades.*

| 2022-23 INVOICING PERIOD* | AMOUNT |
|---------------------------|----------------|
| June 30, 2022 | \$121,666.67 |
| July 31, 2022 | \$121,666.67 |
| August 31, 2022 | \$121,666.67 |
| September 30, 2022 | \$121,666.67 |
| October 31, 2022 | \$121,666.67 |
| November 30, 2022 | \$121,666.67 |
| December 31, 2022 | \$121,666.67 |
| January 31, 2023 | \$121,666.67 |
| February 28, 2023 | \$121,666.67 |
| March 31, 2023 | \$121,666.67 |
| April 30, 2023 | \$121,666.67 |
| May 31, 2023 | \$41,866.63 |
| Holdback/Incentive** | \$679,800.00 |
| TOTAL NOT-TO-EXCEED | \$2,060,000.00 |

**Invoices to be issued next business day after dates referenced above where weekends/holidays.*

***Holdback/incentive to be invoiced as of official publish date of Florida school grades.*

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Upon execution by the parties, this Addenda No. 2 to the Master Engagement Agreement is incorporated by reference in and subject to the terms and conditions set forth in the Agreement

Agreed and Accepted on _____
Date

Hillsborough County Schools Succeed, LLC

Signed: _____

By: _____

Title: _____

The School Board of Hillsborough County, FL

Signed: _____

By: _____

Title: _____