

Addendum No. 5
to the Master Agreement and Appendix Scope of Services dated June 2, 2021
between Hillsborough County Schools Succeed, LLC
and The School Board of Hillsborough County, Florida

This Addendum No. 5 (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. The Services provided to the HCSS are governed by Section 1008.33, Florida Statutes, and Rule 6A-1.099811, F.A.C.

This Addendum is intended to supersede and replace what was previously defined in the Appendix to the Agreement (pages 14 through 21 of 24) and all preceding addenda regarding the External Operator Services and Compensation applicable to support for the remainder of academic year 2020-21 and continuing from school year 2021-22 through 2023-24.

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

Cohort 1 Schools:

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

Cohort 2 Schools:

5. Folsom K5 Elementary School
6. Foster K5 Elementary School
7. McDonald K5 Elementary School
8. Oak Park K5 Elementary School

The purpose of this Addendum is to consolidate definition of services under a single addendum to cover all schools under External Operator domains of support and to update fee schedules to ensure compliance with all Florida Department of Education rules and standards.

HCPS RESPONSIBILITIES

- A. Access to District Central Office Services. In support of the partner school(s) and partnership with CONTRACTOR, HCPS shall provide Contractor access to designated HCPS central office services.
- B. Special Education Central Office Services. HCPS acknowledges that it is the Local Education Agency, and that it shall be responsible for compliance with all duties and obligations that it has as the LEA under Applicable Law with respect to special education services, and that Contractor is not the LEA. HCPS shall provide special education staff and services in the same manner as HCPS provides such staff and services to other HCPS schools, and in compliance with applicable law. HCPS will provide such staff and services in a manner that, to the extent reasonably practicable, is consistent with the partner school(s) academic program and general operations. Upon request, HCPS shall provide Contractor with data relating to the manner in which it provides special education staff and services to other District schools.

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1. HCPS' 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 process, evaluations, reevaluations, eligibility determinations, placement decisions, compliance with Child Find mandates, and development and implementation of the Individual Education placements ("IEPs") for students in the partner school(s) in accordance with applicable law.
 2. The Parties shall cooperate, in good faith, with each other with respect to HCPS' provision of special education services to the school's students.
- C. ESL Central Office Services. HCPS shall provide English as a Second Language ("ESL") Services to the partner school(s) students in the same manner required by applicable law. Contractor shall cooperate with HCPS with respect to the District's provision of such services to the partner school(s) students.
- D. Alternative Education Programs Central Office Services. Alternative education services and procedures for suspension and expulsion will follow HCPS procedure and availability as per other schools in the District.
- E. Applicable District Procedures. As an external operator, Contractor shall operate under HCPS procedures. In partnership with HCPS, Contractor shall conduct a comprehensive needs assessment that may identify recommended changes to policies or procedures within schools that are deemed necessary to achieve desired outcomes of services, which Contractor shall then work with HCPS to implement. Any recommended changes shall not conflict with any state or federal law.
- F. Partner School(s) Personnel Decisions. HCPS will have the sole responsibility for decision making on all school staffing decisions. Contractor shall provide independent candidate evaluation and independent assessment of staff performance, where deemed necessary, to best serve partner school(s) and turnaround goals. Contractor agrees that the HCPS Superintendent of Schools reserves the right to final determination of school employment decisions.
- G. Release of Ineffective Teachers. HCPS shall ensure that teachers are not rehired at partner school(s), unless they are effective or highly effective instructors, as defined in HCPS' approved evaluation system, pursuant to section 1012.34, F.S.

PERSONNEL AND TRAINING

- A. Personnel Responsibility. While partner school(s) staff will remain employees of HCPS, Contractor shares responsibility for ensuring the school(s) are staffed with effective administrators and teachers, instructional support, pupil support, and other staff required to operate the partner school(s) within the staffing and compensation levels approved by the Board in its annual budget (the "School Employees"). Contractor agrees that the HCPS Superintendent of Schools reserves the right to final determination of school employment decisions.
- B. Criminal Background Checks. To comply with §§ 1012.465 and 1012.467, Florida Statutes, the "Jessica Lunsford Act", all Contractor s meeting any of the three (3) criteria, (i) be at school when students are present, (ii) have direct contact with students, or (iii) have access to or control of

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school funds, must be Level II fingerprinted and Florida Department of Law Enforcement (FDLE)/Federal Bureau of Investigations (FBI) screened by the HCPS Professional Standards. The only applicable exception is the "six-foot fence" rule where the Vendor shall perform work, and always remain, in an area separated from students by a chain link fence that is at least six (6) feet high. Those Contractor employees will be required to have the statewide JLA badge and the HCPS yellow badge to access HCPS sites. Site personnel will deny access to Contractor s violating this requirement.

- C. School Administrator. Contractor will, in collaboration with HCPS leadership, support and provide guidance to the lead school administrator(s) and to help hold that individual accountable for the success of the partner school(s). Contractor will review the performance of the school(s) administrators with designated HCPS leadership. The school administrator shall have and maintain the appropriate state license to serve as principal of partner school(s).
- D. Teachers. As part of the annual budgeting process, Contractor shall make a recommendation to HCPS regarding the number of teachers and the applicable grade levels and subjects required for the operation of the school(s) pursuant to the turnaround plan. Each teacher assigned to or retained by the school(s) shall be an effective teacher with a valid teaching certificate or temporary special permit issued by the Florida Department of Education under the Code, to the extent required under the Code and the Every Student Succeeds Act.
- E. Support Staff. As part of the annual budgeting process, Contractor shall make a recommendation to HCPS regarding the number of support staff required for the operation of the school(s) pursuant to the turnaround plan. Each support staff employee assigned to or retained by the school(s) shall have received the training and hold the certificates, degrees, or licenses legally required for the position to which they are assigned under the Code and the Every Student Succeeds Act.
- F. Training. The school administrators, teachers, paraprofessionals, and other support staff employees shall receive such training as Contractor determines is reasonable and necessary under the scope of services.

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.

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.	0.5 FTEs	Oversight of all project activities and MGT staff. Assist with state reporting and presentations. Regular progress monitoring.

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Project Role	Qualifications for Role	Number Required for Hillsborough	Primary Responsibility
Education Transformation Specialists	<p>Proven record in successful education leadership such as superintendent, Turn Around leader. Successful leadership and coaching experience with specific focus on school turn around.</p> <p>Key competency: Understanding of school system and building level management of all aspects of education</p> <p>Masters or Doctorate in Education Leadership, Curriculum or Supervision</p> <p>Masters or Doctorate in Education Leadership, Curriculum or Supervision.</p>	4 FTEs (1 specialist per two schools)	<p>Manages additional MGT staff and consultants onsite.</p> <p>Collaborates on leadership training provided to administrators and coaches.</p> <p>Manages all communication between MGT and state and district, additional staff and consultants onsite.</p> <p>Progress monitoring and assessments.</p>
Content Coaches	<p>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.</p>	8 FTEs (Example: 4 Math and 4 ELA, TBD based on needs)	<p>In collaboration with District coaches:</p> <p>Provide content coaching to school-based coaches and teachers.</p> <p>Design and support planning efforts and job-embedded P.D.</p> <p>Work with lowest performing students as agreed upon between Contractor and District</p> <p>Collaborates with district content coaches/DRT</p>
Data Analysis and Communications	<p>Data analysis, communications, and community engagement services, as required to support External Operator support. This includes collection and reporting of school performance analytics necessary to monitor progress and support associated communication with District and State Board of Education as well as community engagement services, emphasizing 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.</p>	Estimated 0.25 FTE	<p>Works with district communications director to communicate EO plans and progress to stakeholders.</p>

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SCOPE OF SERVICES

The following services will be included:

COMPREHENSIVE NEEDS 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, etc.),
 - Detailed turnaround plan developed with school leadership aligned to district expectations for school turnaround.
 - The parties may agree to allow HCPS to provide school readiness assessment report.

REGULAR SUPPORT FROM TURNAROUND TEAM

- Collaborative management of school/progress
 - Teacher placement and assessment of performance in collaboration with HCPS staff
 - Scheduling
 - Leadership/staff meetings
 - Data review and evaluation meetings
 - Professional development
 - Monthly progress reports
 - Creation of month to month leadership tasks in alignment with district expectations for school turnaround.
 - Scheduling tasks
 - Support roll out of classroom expectations, data analysis, coaching by leadership
- Support team at school and plan implementation
- Guide/model for administrator feedback, coaching, and monitoring of instruction in collaboration with Region Superintendents.
 - Constructive/"Crucial Conversations"
 - Plan out what needs to be looked for in walkthroughs
 - Alignment of plans to what is happening in the classroom
 - Providing peer coaching to administrators in alignment with District
 - 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

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- Utilize administrator leadership rubric to determine current status and areas of growth
- Support creation of professional growth plans and accompanying support for administrators
- Develop and co-present parent workshops/community opportunities
- Facilitate development 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 in collaboration with school-based coach as needed
- 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
- Provide small group instructional support to students as agreed upon between Contractor and District.

PRINCIPAL COHORT LEADERSHIP SUPPORT

- Principals
 - Provide self-assessment and conduct workshop to review and utilize results
 - ⊖ Collaborate with District on content and delivery of principal meetings to 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
 - ⊖ Standards-based 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.

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	School Support Function	Detail	Frequency
1	Comprehensive Needs Assessment	<p>Analysis of school data correlation of formative assessment data /FSA; completion of needs assessment and recommendations.</p> <p><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 school year and identification of strengths of the school to use as building blocks. The analysis will provide baseline data for the current and following school year including distribution of students and their ESSA categories, teacher quality attributes (ratings, previous FSA results, tenure in school/grade level, etc.)</i></p>	1 CNA/year
2	School Transformation Director Oversight	<p>HCSS School Transformation Director provides oversight and progress monitoring throughout course of project to:</p> <p><i>Ensure school turnaround plan is executed with fidelity and according to HCSS's standards</i></p> <p><i>Compliance with state reporting requirements</i></p> <p><i>Progress monitoring and assessment</i></p> <p>Provide Cohort Leadership Support Days</p>	5
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. Small group instructional support as agreed upon between Contractor and District. Professional development will be developed based on school need as determined through data analysis, walk throughs and coaching sessions. Expected topics include:</i></p> <p><i>Teacher Clarity</i>- ensuring learning expectations are visible;</p> <p><i>High Yield instructional strategies</i> for reading, math and writing;</p> <p><i>Student engagement strategies</i> to increase student discourse;</p> <p><i>Assessing for Learning</i> sing manipulatives and anchor charts; and</p> <p><i>Scaffolding instruction</i> 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</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

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COMPENSATION

Total compensation covering all eight schools, contingent upon achievement of all performance goals, would amount to \$4,120,000 for School Year 2020/21, \$4,120,000 for School Year 2021/22, and \$4,120,000 for School Year 2022/23. Fees are contingent upon attainment of performance criteria contained in the tables that follow, with 33 percent of fees held back in accordance with Florida Administrative Code 6A-1.099811. Beyond the defined fee levels, the invoicing schedule also caps billings at 67 percent of the total potential fees until state test results and associated performance can be determined.

For Cohort 2 Schools, this pricing schedule also includes an allowance for a workload adjustment based on the FEFP. The workload adjustment will be based on two years of data. The percentage is calculated using the FEFP Final Conference Calculation Statewide Summary "Total Funds per UFTE" from the previous school year and the FEFP Final Conference Calculation "Total Funds per UFTE" of the new school year and would be applied to the fee levels associated with minimal satisfaction of state performance requirements for each year of contracted support, only for those schools that exceed those performance standards.

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.

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.

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PERFORMANCE GOALS

2019-20 FDOE School Performance Grading Scale

**(No updates for School Year 2020/21 due to COVID-19 suspension of assessment;
2021/22 still pending release)**

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."

Fees by Performance Level and School Year for Cohort 1 Schools:

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 is equivalent to 33% of total (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. 2020-21 Scores	\$ Incentive/Holdback per School	TOTAL FEES BY SCHOOL PERFORMANCE*				
		James	Kimbell	Robles	Sulphur	SUM
Less Than "C" (41) or +4 Score	33% Holdback†	\$345,050	\$345,050	\$345,050	\$345,050	\$1,380,200
At least C (41) or +4 Score	Contract Value	\$515,000	\$515,000	\$515,000	\$515,000	\$2,060,000

*Includes Comprehensive Needs Assessment (CNA) fees for all schools.

†This fee schedule represents an upper limit to fees if criteria are not met, in accordance with rule 6A-1.099811.

NOTE: Pricing scale revised from 8-step graduated scale of fees by performance threshold (as depicted in 2020-21 fees) to single performance tier with aggregated 33% holdback in response to Florida Department of Education compliance concern relating to rule 6A-1.099811.

YEAR 4 FEES BASED ON FDOE 2022-23 ASSESSMENTS

2022-23 ACHIEVEMENT vs. 2021-22 Scores	\$ Incentive/Holdback per School	TOTAL FEES BY SCHOOL PERFORMANCE*				
		James	Kimbell	Robles	Sulphur	SUM
Less Than "C" (41) or +4 Score	33% Holdback†	\$327,710	\$275,562	\$373,188	\$403,740	\$1,380,200
At least C (41) or +4 Score	Contract Value	\$489,120	\$411,286	\$556,997	\$602,597	\$2,060,000

*Includes Comprehensive Needs Assessment (CNA) fees for all schools.

†This fee schedule represents an upper limit to fees if criteria are not met, in accordance with rule 6A-1.099811.

NOTE: Pricing scale revised from 8-step graduated scale of fees by performance threshold (as depicted in 2020-21 fees) to single performance tier with aggregated 33% holdback in response to Florida Department of Education compliance concern relating to rule 6A-1.099811.

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Fees by Performance Level and School Year for Cohort 2 Schools:

YEAR 1 FEES BASED ON FDOE 2020-21 ASSESSMENTS

2020-21 ACHIEVEMENT vs. 2018-19 Scores	\$ Incentive/Holdback per School	Inflationary Adjustment vs. 2019-20 School Year Fees**	TOTAL FEES BY SCHOOL PERFORMANCE*					Performance Thresholds by School (1)			
			Folsom	Foster	McDonald	Oak Park	SUM	Folsom	Foster	McDonald	Oak Park
Static or Decline	(\$200,000)	None	\$296,418	\$295,054	\$325,058	\$343,470	\$1,260,000	Up to 40	Up to 30	Up to 40	Up to 27
+1 to +3 Score but Less Than "C" (41)	33% Holdback	None	\$332,600	\$331,686	\$351,789	\$364,125	\$1,380,200	n/a	31+	n/a	28+
+4 to +5 Score or At Least "C" (41)	(\$150,000)	None	\$346,418	\$345,054	\$375,058	\$393,470	\$1,460,000	41+	34+	41+	31+
At least D (32) and +6 to +10 Score	(\$100,000)	TBD based on FEFP 2020-21 allocation	\$396,418	\$395,054	\$425,058	\$443,470	\$1,660,000	46+	36+	46+	33+
+11 to +18 Score	(\$50,000)	TBD based on FEFP 2020-21 allocation	\$446,418	\$445,054	\$475,058	\$493,470	\$1,860,000	51+	41+	51+	38+
At least C (41) and +19 Score	Contract Value	TBD based on FEFP 2020-21 allocation	\$496,418	\$495,054	\$525,058	\$543,470	\$2,060,000	59+	49+	59+	46+

*Includes Comprehensive Needs Assessment (CNA) fees by school as follows: Folsom \$28,534; Foster \$28,421; McDonald \$30,893; and Oak Park \$32,409.

**Inflationary adjustment to base fees is applicable if incentive tier above "Base" is earned, and will be set according to 2020-21 FEFP adjustment granted to HCPS.

(1) Scores for 2020-21 Academic Year.

YEAR 2 FEES BASED ON FDOE 2021-22 ASSESSMENTS

2021-22 ACHIEVEMENT vs. 2020-21 Scores	\$ Incentive/Holdback per School	Inflationary Adjustment vs. 2019-20 School Year Fees**	TOTAL FEES BY SCHOOL PERFORMANCE*				
			Folsom	Foster	McDonald	Oak Park	SUM
Less Than "C" (41) or +4 Score	33% Holdback†	None	\$345,050	\$345,050	\$345,050	\$345,050	\$1,380,200
At least C (41) or +4 Score	Contract Value	TBD based on FEFP 2021-22 allocation	\$515,000	\$515,000	\$515,000	\$515,000	\$2,060,000

*Includes Comprehensive Needs Assessment (CNA) fees for all schools.

**Inflationary adjustment to base fees is applicable if incentive tier is earned, and will be set according to 2021-22 FEFP adjustment granted to HCPS.

†This fee schedule represents an upper limit to fees if criteria are not met, in accordance with rule 6A-1.099811.

NOTE: Pricing scale revised from 8-step graduated scale of fees by performance threshold (as depicted in 2020-21 fees) to single performance tier with aggregated 33% holdback in response to Florida Department of Education compliance concern relating to rule 6A-1.099811.

YEAR 3 FEES BASED ON FDOE 2022-23 ASSESSMENTS

2022-23 ACHIEVEMENT vs. 2021-22 Scores	\$ Incentive/Holdback per School	Inflationary Adjustment vs. 2019-20 School Year Fees**	TOTAL FEES BY SCHOOL PERFORMANCE*				
			Folsom	Foster	McDonald	Oak Park	SUM
Less Than "C" (41) or +4 Score	33% Holdback†	None	\$345,050	\$345,050	\$345,050	\$345,050	\$1,380,200
At least C (41) or +4 Score	Contract Value	TBD based on FEFP 2022-23 allocation	\$515,000	\$515,000	\$515,000	\$515,000	\$2,060,000

*Includes Comprehensive Needs Assessment (CNA) fees for all schools.

**Inflationary adjustment to base fees is applicable if incentive tier above "Base" is earned, and will be set according to 2022-23 FEFP adjustment granted to HCPS.

†This fee schedule represents an upper limit to fees if criteria are not met, in accordance with rule 6A-1.099811.

NOTE: Pricing scale revised from 8-step graduated scale of fees by performance threshold (as depicted in 2020-21 fees) to single performance tier with aggregated 33% holdback in response to Florida Department of Education compliance concern relating to rule 6A-1.099811.

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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.

2020-21 INVOICING PERIOD*	Cohort 1 Fees	Cohort 2 Fees	SUM
2020-21 Initiation & onboarding/Due upon contract execution	n/a	\$106,169.23	\$106,169.23
June 30, 2020	n/a	\$106,169.23	\$106,169.23
July 31, 2020	\$124,174.94	\$106,169.23	\$230,344.17
August 31, 2020	\$124,174.94	\$106,169.23	\$230,344.17
September 30, 2020	\$124,174.94	\$106,169.23	\$230,344.17
October 31, 2020	\$124,174.94	\$106,169.23	\$230,344.17
November 30, 2020	\$124,174.94	\$106,169.23	\$230,344.17
December 31, 2020	\$124,174.94	\$106,169.23	\$230,344.17
January 31, 2021	\$124,174.94	\$106,169.23	\$230,344.17
February 28, 2021	\$124,174.94	\$106,169.23	\$230,344.17
March 31, 2021	\$124,174.94	\$106,169.23	\$230,344.17
April 30, 2021	\$124,174.94	\$106,169.23	\$230,344.17
May 31, 2021	\$124,174.98	\$106,169.24	\$230,344.22
Holdback/Incentive Not To Exceed**	\$694,075.62	\$679,800.00	\$1,373,875.62
TOTAL NOT-TO-EXCEED, PRIOR TO FEFP ADJUSTMENT**	\$2,060,000.00	\$2,060,000.00	\$4,120,000.00

n/a - invoicing through July 1, 2020 for Cohort 1 correlated to first year of support.

*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. In addition to performance incentives, an adjustment for FEFP may also be applied to the base fees for each Cohort 2 school achieving beyond its "Base" performance threshold.

2021-22 INVOICING PERIOD*	Cohort 1 Fees	Cohort 2 Fees	SUM
June 30, 2021	\$115,016.67	\$115,016.67	\$230,033.34
July 31, 2021	\$115,016.67	\$115,016.67	\$230,033.34
August 31, 2021	\$115,016.67	\$115,016.67	\$230,033.34
September 30, 2021	\$115,016.67	\$115,016.67	\$230,033.34
October 31, 2021	\$115,016.67	\$115,016.67	\$230,033.34
November 30, 2021	\$115,016.67	\$115,016.67	\$230,033.34
December 31, 2021	\$115,016.67	\$115,016.67	\$230,033.34
January 31, 2022	\$115,016.67	\$115,016.67	\$230,033.34
February 28, 2022	\$115,016.67	\$115,016.67	\$230,033.34
March 31, 2022	\$115,016.67	\$115,016.67	\$230,033.34
April 30, 2022	\$115,016.67	\$115,016.67	\$230,033.34
May 31, 2022	\$115,016.63	\$115,016.63	\$230,033.26
Holdback/Incentive Not To Exceed**	\$679,800.00	\$679,800.00	\$1,359,600.00
TOTAL NOT-TO-EXCEED, PRIOR TO FEFP ADJUSTMENT**	\$2,060,000.00	\$2,060,000.00	\$4,120,000.00

*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. In addition to performance incentives, an adjustment for FEFP may also be applied to the base fees for each Cohort 2 school achieving beyond its performance threshold.

Addendum No. 5
to the Master Agreement and Appendix Scope of Services dated June 2, 2021
between Hillsborough County Schools Succeed, LLC
and The School Board of Hillsborough County, Florida

2022-23 INVOICING PERIOD*	Cohort 1 Fees	Cohort 2 Fees	SUM
June 30, 2022	\$115,016.67	\$115,016.67	\$230,033.34
July 31, 2022	\$115,016.67	\$115,016.67	\$230,033.34
August 31, 2022	\$115,016.67	\$115,016.67	\$230,033.34
September 30, 2022	\$115,016.67	\$115,016.67	\$230,033.34
October 31, 2022	\$115,016.67	\$115,016.67	\$230,033.34
November 30, 2022	\$115,016.67	\$115,016.67	\$230,033.34
December 31, 2022	\$115,016.67	\$115,016.67	\$230,033.34
January 31, 2023	\$115,016.67	\$115,016.67	\$230,033.34
February 28, 2023	\$115,016.67	\$115,016.67	\$230,033.34
March 31, 2023	\$115,016.67	\$115,016.67	\$230,033.34
April 30, 2023	\$115,016.67	\$115,016.67	\$230,033.34
May 31, 2023	\$115,016.63	\$115,016.63	\$230,033.26
Holdback/Incentive Not To Exceed**	\$679,800.00	\$679,800.00	\$1,359,600.00
TOTAL NOT-TO-EXCEED, PRIOR TO FEFP ADJUSTMENT**	\$2,060,000.00	\$2,060,000.00	\$4,120,000.00

*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. In addition to performance incentives, an adjustment for FEFP may also be applied to the base fees for each Cohort 2 school achieving beyond its performance threshold.

Upon execution by the parties, this Addenda No. 6 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

The School Board of Hillsborough County, FL

Signed: _____

Signed: _____

By: _____

By: _____

Title: _____

Title: _____