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An 'A-rated' District

Mission Statement: We are committed to the success of every student!

District Office
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EXTERNAL OPERATOR CONTRACT

Between

The School Board of Alachua County, FL (hereinafter District)

and

Instructional Empowerment, Inc. doing business as (dba) FLEO01, LLC., (hereinafter External Operator)

This contract sets forth the terms and understanding between the District and External Operator to allow for the provision of services under the terms and conditions of RFP #24-25, School Turnaround Services.

Background

The District has enlisted the services of External Operator to assist with the turnaround of Lake Forest Elementary School 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.

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

The Parties agree as follows:

1. **RECITALS.** The foregoing recitals are true, correct and incorporated herein by reference.

2. **SCHOOLS.**

2.1. Name, Identification of Schools and Grades Served. The school(s) to be served by External Operator are listed below. In the event multiple schools are listed, the term “School” shall refer to each individual school identified in the Contract.

Name - MSID # (“School”) - Address (“Facility”) - Grades Served

Lake Forest Elementary School - 0071 - 4401 SE 4th Ave, Gainesville, FL 32641
– K-5th

3. TERM; EFFECTIVE DATE; STATE BOARD OF EDUCATION APPROVAL.

3.1. Effective Date. This Contract will become effective upon execution by both Parties.

3.2. Term. The Term of this Contract will commence on February 05, 2024 and continue through July 31, 2025, unless terminated earlier as provided in Section 17 or otherwise herein. The contract may be renewed, by mutual written agreement between the parties for one (01) additional year. The contracted terms of service and rates may be extended to future projects of similar scope taking place during the base term, or any renewal periods by mutual consent.

3.3. State Board of Education Approval. This Contract is subject to the State Board of Education's approval of the District's Turnaround Option Plan to implement the external operator option set forth in this Contract. If such approval is not given, then this contract is null and void and shall automatically terminate. The District will pay for all services provided by External Operator prior to the District's notification of the State Board of Education's disapproval.

4. RELATIONSHIP OF THE PARTIES.

4.1. Nature of Relationship. The Parties' relationship is contractual, and nothing in this Contract is intended to, or shall, create a partnership or joint venture between the Parties.

4.2. No Agency. Unless expressly provided in this Contract or otherwise agreed in writing, neither Party will be an agent of the other Party or have the express or implied authority to bind the other.

4.3. LEA. The District is the Local Education Agency ("LEA"). Nothing in this Contract is intended to, or shall, delegate the District's responsibilities as LEA to External Operator.

4.4. Authorized Representatives. The Parties shall designate authorized representatives able to request and share data according to this Contract. The authorized representatives shall be responsible for transmitting all data requests and maintaining a log or other record of all data requested and received pursuant to this Contract, including confirmation of the Term of this Contract and the return or destruction of data as required by this Contract.

4.4.1. The External Operator designates Lindsey Devers Basileo, PhD, Senior Research Analyst (lbasileo@instructionalempowerment.com) as the authorized representative of the District's data. The External Operator or its agents may upon request review the records required to be kept under this section.

4.4.2. Upon Contract award, the External Operator will designate Dr. Michelle Fitzgerald, Executive Director of School Advancement (mfitzgerald@instructionalempowerment.com), as a Field Site Supervisor and authorized representative for all Contract related inquiries for the duration of this work.

4.4.3. Upon Contract award, the External Operator will designate Team Diamond (diamond@instructionalempowerment.com) as the Account Management Team and authorized representatives for technology related services for the duration of this work.

4.4.4. The District commits to providing any/all contact information needed to deliver products and services, including surveys to school leadership, staff, and faculty for participating schools and district administration, School and District Leadership Teams, and school faculty and staff regarding promoting full participation in service delivery and interaction with technology products and services.

4.4.4.1. The District designates,

Jacquatte Rolle - Chief of Teaching & Learning
rollej1@gm.sbac.edu

(name, title, and contact information) as the Contract point-of-contact for the District.

4.4.4.2. The District designates,

Turnaround Principal Karla Hutchinson - hutchi.kn@gm.sbac.edu
Deputy Superintendent Dr. Cathy Atria - atriacg@gm.sbac.edu

(name, title, and contact information) as the Principal Supervisor for the District.

4.4.4.3. The District designates,

Manda Bessner - Director Data Analytics, Evaluation
and Accountability - bessnemg@gm.sbac.edu

(name, title, and contact information) as the data analysis and research point-of-contact for the District.

4.4.4.4. The District designates,

Uma Shankar - Director Instructional Technology
Shankau@gm.sbac.edu

(name, title, and contact information) as the technology (Organization Administrator for Contractor technology products that may be part of the project) point-of-contact for the District.

5. RESPONSIBILITIES AND SERVICES OF EXTERNAL OPERATOR.

5.1. 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.

5.2. Initial School Assessment and Staffing Plan (within two months of Effective Date of contract). 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 2024-25 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.

5.3. Preparation for External Operations (Approximately May 2024-August 2024). In and around May 2024, External Operator will prepare the School Leadership team to execute the 2024-25 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, which shall be conducted by External Operator.

5.4. External Operations (Beginning August 2024).

5.4.1. Primary Responsibilities. External Operator will have primary responsibility for all School academic programs; oversight; recommendations on selection, placement and assignment of responsibilities and re-assignment of School leadership and instructional personnel; coaching, evaluation, and professional development; identification, training and coaching of professional learning community leaders, student academic assessment and development of curriculum and instructional materials.

5.4.2. Needs Identified By External Operator. 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. The District will make a good faith effort to correct the condition within sixty (60) days following issuance of the notice. The External Operator may grant additional time or identify a third party as an outside contractor, through the competitive solicitation rules applicable to the District, which third party contract shall be entered into and paid by the District.

5.5. Curriculum and Instruction. External Operator will improve the School in terms of student performance on FAST 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.

5.5.1. The goal of this model is to reach beyond school improvement and attain transformation of the School into a scalable model of rigorous instruction and student engagement, providing a data-driven roadmap designed to empower district leaders and teachers. The model aligns curriculum, culture and instructional systems to attain and sustain high levels of performance through:

5.5.1.1. Strong instructional leaders who recognize and support rigorous teaching and learning;

5.5.1.2. Expert teacher leaders who coach and guide peers to instructional expertise;

5.5.1.3. Skillful teachers who guide and inspire students to high academic performance;

5.5.1.4. Engaged students who self-regulate, collaborate, and think creatively with challenging academic content;

5.5.1.5. Informed and involved families and community members who take pride in the School as an example of world-class education;

5.5.2. Curriculum and instruction services will include:

5.5.2.1. All professional development for administrators, coaches, PLC leaders, and Teachers;

5.5.2.2. Coaching for principal and administrators, teacher leaders (coaches and PLC leaders), and teachers;

5.5.2.3. External Operator's online tracking technology with included instructional tools and data systems that are used to enhance instruction;

5.5.2.4. Implementation of next generation systems to reinvent the School in a replicable, scalable model;

5.5.2.5. Implemented curriculum will be board-adopted SBAC ELA and Math curriculum;

5.6. 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 online tracking tool. Data collection through online tracking tool will be used to develop correlations between daily formative tracking and interim/benchmark and summative assessments, and improve teacher accuracy in assessing student evidence of learning progress.

5.7. Background Checks and Screening. External Operator agrees that each of its employees who will be accessing School grounds when students are present or who have direct contact with students will undergo and meet Level 2 screening and fingerprint requirements as described in ss. 1012.465, et seq., Florida Statutes (2017), as conducted by the District at External Operator's expense.

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

6. **RESPONSIBILITIES OF DISTRICT**. In addition to the responsibilities for supporting the School and External Operator's activities as set forth throughout this Contract, the District will have primary responsibility for all non-academic operations of the School, including, without limitation, the following:

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

6.2. Transportation. The District will receive all revenue pertaining to, and retain primary responsibility for, provision, staffing and payment for all School transportation for all students who reside within the School's attendance zone, or otherwise attend the School pursuant to the District's student assignment rules, 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 in a manner comparable to other District schools.

6.3. Food Service. The District will receive all revenue pertaining to, and retain primary responsibility for, provision, staffing and payment for all School food service at a level of service comparable to other District schools. This includes collection of all documentation necessary for provision of free and reduced-price meals.

6.4. External Operator Office Space. The School will provide private office space for use by the External Operator's School Leadership Coach and Faculty Coaches, with access to telephones, computers and Internet access.

6.5. Facility Maintenance and Security. The District will maintain and repair, at its expense, the Facility and grounds and provide for security and all utilities at the Facility at its expense, in a manner consistent with other District schools. District will be responsible for the facility and will remain responsible for any loss or damage or any liability resulting from the use of its property.

Prior to reopening the School in the first year of this Contract, the District will ensure that the School grounds and facilities are clean, freshly painted, and in good repair, with special attention to an attractive and welcoming entrance area, faculty lounge, hallways, and classrooms that visibly demonstrate that a change for the better is underway.

6.6. Furniture, Fixtures, Equipment, Supplies and Educational Materials. The District will provide the same furniture, fixtures, equipment, supplies and educational materials in a manner consistent with District schools with comparable school populations. This includes all information technology and related support.

6.7. Technology Tools. Teachers will use External Operator's online tracking tools, Empower Professional Growth, Empower Systems Growth, and Empower Learner Growth tracking technology tools. District will ensure that each teacher at School has a tablet, laptop or desktop computer with internet access in each teacher's classroom. Teachers will use this tablet, laptop or desktop every day to track student evidence of learning with Online tracking tool, 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 Empower Professional Growth for collaboration, peer coaching, and professional learning.

6.8. Data Collection, Entry and Management. District and School-level personnel will continue to have primary responsibility for all data collection, data entry and data management for the School. This includes any data resulting from Saturday or summer academic programs that the District and External Operator may decide to implement to accelerate student progress.

6.9. Services to Students with Disabilities. The District will continue to be responsible for compliance with all duties and obligations that it has as the LEA under applicable laws relating to services provided to students with disabilities, including exceptional student education and Section 504. The District will provide staff and services for the School's students with disabilities in substantially the same manner as the District provides such staff and services to other District schools and in compliance with law. The District will provide such staff and services in a manner that is consistent with the School's academic program and general operations. The District's responsibility for providing such services shall include, without limitation, all administrative and procedural aspects of such services, including but not limited to referral processes, evaluations, reevaluations, eligibility determinations, placement decisions, compliance with Child Find mandates, and development and implementation of Individual Education Plans, Education Plans and 504 Plans in accordance with applicable laws. This includes behavioral support and creation of safety plans and behavior improvement plans, as needed, and consistent with the support and services provided to other District schools.

6.10. English as a Second Language. The District will continue to provide English as a Second Language services and support to the School's students in the same manner that it provides to other District schools.

6.11. Tutoring, Before and After Care Programs. School may provide tutoring services for students to help accelerate academic growth, which could include summer and Saturday school programs. The tutoring program will be designed to address needs identified through data gathered in Online tracking tool 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. Any programs implemented under this Section 6.11 shall be consistent with the School's extended learning program budget and in conjunction with existing community partnerships at the School.

6.12. Instructional Empowerment Building Expertise Conference Participation. School will send the principal to Instructional Empowerment's Building Expertise Conference in Orlando during each year of implementation, either under EO or school partnership. The costs of the principal's registration for this conference is included in the fees in Section 15. The costs of travel to this conference is the responsibility of the District.

6.13. 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.

7. EXECUTIVE ACTION TEAM. An Executive Action Team will be formed of the Superintendent and/or Deputy Superintendent, District Chief of Human Resources, District Chief of Operations, Principal Supervisor, External Operator Practice Leader and External Operator Leadership Coach, or individuals in comparable positions. The Executive Action Team will meet monthly, beginning in the month following the Effective Date, unless the External Operator and District agree to a different schedule. At a minimum, the Executive Action team will review progress of the actions in this Contract and work in good faith to resolve any impediments to success or contractual issues, keeping the best interests of students and the School at the forefront of all discussions. The Executive Action Team will communicate progress of implementation within the District, school board, and the Florida Department of Education, as required.

8. COLLECTIVE BARGAINING PURSUANT TO EDUCATIONAL EMERGENCY. An educational emergency exists with respect to the School and, accordingly, the District has entered into a memorandum of understanding with the Alachua County Education Association (ACEA) as required by Section 1001.42(21), Florida Statutes (2017).

To the extent that External Operator concludes that the memorandum of understanding does not allow for appropriate implementation of programs, strategies, and actions set forth in this Contract, which specifically include the personnel obligations under Section 14, or otherwise fails to appropriately address the selection, placement, and expectations of instructional personnel and provides the School principal with the autonomy described in Section 1012.28(8), Florida Statutes (2017), the District will immediately renegotiate the memorandum of understanding.

9. SCHOOL HOURS AND CALENDAR. The District acknowledges and agrees that appropriate implementation of programs, strategies, and actions required by this Contract may require the expansion of the calendar in working days for staff to include summer and professional learning during the year, including Saturdays and non-instructional calendar days. If such expansion is required by External Operator, the District will negotiate this requirement with ACEA and will pay teachers according to the agreed rate for these additional working hours.

10. STUDENT RECORDS AND DATA.

10.1. Access to Student Records. To facilitate provision of the services in this Contract, the District will provide access to External Operator to all student-related records and personally identifiable information contained in such records (collectively “Student Records”) related to students at the School and such other Student Records at the District necessary for External Operator to carry out its duties in this Contract. Pursuant to its obligations under the Family Educational Rights and Privacy Act, 20 U.S.C. s.1232(g), and its implementing regulations, 34 CFR pt. 99, as each may be amended from time to time (“FERPA”), the District acknowledges that, for purposes of this Contract, External Operator is a school official with legitimate educational interests in the Student Records Disclosed to External Operator, pursuant to 34 CFR s. 99.31(a)(1) and its Policy 8330.

10.2. Use of Student Records by External Operator. External Operator agrees to use, maintain, and redisclose Student Records only in accordance with the requirements of FERPA.

External Operator agrees that it shall not maintain, use, disclose, or allow access to Student Records except as permitted by this Contract or as otherwise authorized by law, and will use the Student Records disclosed by the District only for the purpose for which such disclosure was made.

10.3. Re-disclosure of Student Records by External Operator. The District acknowledges that External Operator may re-disclose Student Records to third parties in connection with provision of the services in this Contract, as provided in 34 CFR s. 99.33(b), provided that External Operator shall, in advance, provide to the District the names of such parties and a brief description of such parties’ legitimate educational interest in receiving such information.

10.4. Use of Data for Research Purposes. External Operator may use aggregated student and teacher data to publish reports on its work at the School or to share such findings in presentations, websites or other publications, so long as such data and reports do not personally identify any individual student or teacher.

10.5. Unauthorized Disclosures. Upon termination of the Agreement, External Operator shall, at the election of the District, either destroy or return to the District, all such information in its possession, if any, and confirm the same in writing to the District. Notwithstanding any provision to the contrary contained in this Agreement between External Operator and the District, External Operator and its officers, employees, agents, representatives, contractors, and sub-contractors shall indemnify and hold the District and its officers and employees harmless for any violation of this covenant, including but not limited to defending the District and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the District, or payment of any and all cost(s), damage(s), judgment(s), or loss(es) incurred by or imposed upon the District arising out of the breach of this covenant by External Operator, or an officer, employee, agent, representative, contractor, or sub-contractor of External Operator to the extent and only to the extent that External Operator or an officer, employee, agent, representative, contractor, or subcontractors of External Operator shall either intentionally or negligently violate the provisions of this covenant or applicable law. This provision shall survive the termination of or completion of all performance or obligations under this Agreement and shall be fully binding upon External Operator until such time as any proceeding brought on account of this covenant is barred by any applicable statute of limitations.

10.6 The District acknowledges that the External Operator benefits from the perspectives and experiences of students, which help the External Operator create a plan for improvement. As a result, the District agrees that the External Operator may invite students to participate in interviews as part of its services. The District and the External Operator agree that any interviews are voluntary for students and the District should either have students opt out or obtain parental consent. Consent forms to be will be submitted to appropriate District personnel prior to engagement with students.

11. **STUDENT DISCIPLINE**. All students at the School will continue to be subject to the District's Code of Student Conduct.

12. **MULTI-TIERED SYSTEM OF SUPPORT (MTSS)**. External Operator's model includes specific approaches to MTSS, which will be implemented at the School in accordance with State and Federal law.

13. **COMMUNICATIONS WITH MEDIA, COMMUNITY AND WITHIN DISTRICT**.

13.1. Coordination. District will designate a point of contact for community and public relations to work with External Operator's public relations office. External Operator and District will coordinate on all communications with media outlets. All media communications are to mention both the District and External Operator brands and respective roles at the School. The District and External Operator will collaborate in proactively communicating this project internally and externally to ensure a positive, encouraging message about this opportunity to create a model school.

External Operator and District will also collaborate on proactively communicating this project using parent, business, and community outreach strategies. The District support in all such communications shall not be unreasonably withheld.

13.2. Demonstration School. District will permit External Operator, upon request and in coordination with the District, to highlight and/or showcase instructional strategies and effective leadership resulting from outcomes associated with the scope of this Contract, to utilize the school receiving services hereunder as a Demonstration School, subject to compliance with all laws pertaining to student safety. External Operator, School and District may coordinate school tours by representatives of other schools and districts, and other outside entities on a not-to-interfere basis with School operations and instruction.

13.3. 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.).

14. SCHOOL PERSONNEL.

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

14.2. Incentive Pay. The District will provide extra pay incentives to encourage teachers to work, and remain, in the School for the duration of the contract period.

14.3. 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, subject to reasonable budgetary constraints. 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 coordination with the District. In the event that an individual is not the best fit for the School as determined by External Operator, the District will immediately reassign that individual.

14.4. 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. District will pay teachers assigned to the School for extended and additional work days, for summer professional development, and for summer and extended day work in curriculum development activities. This subsection 14.4 is subject to reasonable budgetary constraints.

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

14.6. School Principal. The External Operator will directly supervise, place, evaluate, coach, and remove the School Principal, subject to applicable law, in coordination with the District.

14.7. Evaluation. The parties recognize that District evaluation systems for principals, assistant principals, and teachers are 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 retained at the School unless they are effective or highly effective instructors pursuant to the District's evaluation system.

14.8. Non-Instructional Personnel. The District will budget and staff for all non-academic functions such as guidance, bookkeeping, clerical, custodial, food service and transportation personnel.

14.9. Background Screening and Fingerprinting of School Personnel. The District is responsible for all background screening and fingerprinting of all School Personnel.

14.10. Employment Records. The District is responsible for maintaining the employment records for all School Personnel.

14.11. Employee Complaints and Grievance. The Parties agree that an employee of a Party with a complaint or grievance will utilize the policy of his or her employer that is applicable to the complaint or grievance and will not be permitted to use the policy of the Party that is not his or her employer.

14.12. Investigations. The Parties agree to work collaboratively on any investigation relating to the School that may involve each other's employees to the extent necessary to promptly and accurately complete any such investigation.

14.13. Coordination. This Section is subject to the provisions of Sections 8 and 9.

15. FEES FOR SERVICE AND FINANCIAL MATTERS.

15.1. Fee Schedule. External Operator will be paid fees for the services provided pursuant to this Contract according to the Fee Schedule based upon the Implementation Plan included in Section 22 and incorporated herein. Further line-item detailed in Appendix A: Tab 7 Price Proposal, as submitted by EO in response to RFP 24-25, and incorporated herein.

15.2. Payment for Initial School Assessment and Collaborative Staffing Process. Payment for the Initial School Assessment and Collaborative Staffing Process will be made as follows: payment for Initial School Assessment shall be made within 30 days of the term start date of this Contract, May 01, 2024.

Payment for Collaborative Staffing Process shall be made within 30 days of the submission of a monthly invoice which includes the service days provided in the preceding month and includes the minimum invoice information per RFP 24-25, Attachment C, 12. Invoices/Payment.

15.3. Payment for External Operation and Future Services. Payment for Phase II of this contract shall be made monthly based upon invoices submitted including reference to the detailed services provided in External Operator's Phase 2 Itemized Budget, up to 67% of the maximum contract value. Payment for each school year of external operation services in subsequent years, if applicable, will be made in ten (10) equal monthly installments on the first day of each month ("Due Date"), beginning August 01, 2024 (if applicable). Maximum contract value to be determined no later than May 31, 2025, and based upon the election or non-election of renewal for the August 01, 2025 through July 31, 2026 time period.

15.4. Place of Payment. All fee payments shall be made payable to External Operator and sent to the Official Notice address set forth herein.

15.5 Deferred Payment. Deferred payment of the final installment of 33% of the contracted amount will be held until delivery of agreed upon improvement and outcomes. The final 33% of the contract value may not be paid until and unless the EO demonstrates that the school has achieved at least a "C" grade or that the school has improved by at least four school grade percentage points overall.

15.5.1 Final Payment. The potential final payment to External Operator of \$134,495.04 is subject to the District's allowance of the External Operator to fully implement the implementation plan for the school. The External Operator is obligated, and understands and agrees, that it must send written notice to the District if the External Operator is unable to implement its plan based on the actions or inactions of the District. Such notice shall comply with the formalities set forth in the agreement and set forth with specificity the basis of the External Operator's claim, and the External Operator shall provide the District ten (10) business days to cure the External Operator's claim. If the District receives notice from the External Operator pursuant to this section and fails to timely cure the External Operator's claim, then regardless of the School's grade for the school year 2024-25, the District shall remit the final payment to the External Operator in the amount of \$134,495.04.

15.6. Late Fee. Payments not received by External Operator within 45 days of the Due Date will be deemed late, and a Late Fee will be charged in the amount of one percent (1%) of the outstanding amount due as of that date, and in no case in an amount greater than law.

15.7. Governmental Grants. To the extent that governmental grant opportunities become available for the benefit of the School, the Parties shall reasonably cooperate in attempting to obtain such grant funds.

16. VARYING LEVELS OF SERVICE AND FEES.

16.1. Purpose of Services. The goal of this Contract is to transform the School into a sustainable, scalable model school of rigorous teaching and learning. There are varying levels of services, as described below, that each School may receive depending upon their school grade.

16.2. Fee and Payment for Phase I. The Fee for the Phase I (including the Needs Assessment and the Collaborative Staffing Process) is \$59,510. The services to be rendered for the Phase I and a breakdown of the fees are described on Appendix A.

16.3. Payment for External Operator Services. The services provided as an External Operator under this Contract are described on Appendix A, Phase II. The annual fee for each school requiring External Operator services is \$407,560.74 for the first year, and any subsequent school years of this Contract (the 2024-2025 school year is “Year 1” and the 2025-2026 school year is “renewal option 1”).

16.4. Future Services. Future services will apply if the school receives a grade of “C” or higher for the 2024-2025 or the 2025-2026 school year, whichever occurs first. In such case, the District may choose to contract directly with External Operator as permitted by SBR 6A-1.012 (11) to further enhance the academic achievement of the school. The services to be provided, fee schedule, and the success indicators are to be determined upon the election of future services.

16.5. Shared Oversight of School. The External Operator will partner with the District to ensure the School’s continued growth. Nevertheless, during the time that the School is being managed by External Operator, External Operator will have primary responsibility and authority over all School academic programs per Section 5.4.1. The District and External Operator mutually agree to the following assurances:

16.5.1. 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.

16.5.2. Principal Participation in Coaching. The School’s principal will continue to participate in all principal coaching and support sessions provided by the External Operator. Such coaching sessions will be mandatory for both the District and the External Operator, and the District will avoid tasking the School principal with activities that cause the principal to miss scheduled coaching sessions. The External Operator will ensure that all coaching sessions take place as scheduled.

16.5.3. Evaluation of the Principal. In addition to the District’s regular school leader evaluation metrics, evidence of the School principal’s participation and adherence to methods illustrated during coaching and support sessions will be used to evaluate effectiveness.

16.5.4. Selection and Replacement of the Principal or Assistant Principal(s). Should the School’s principal leave the position, the District will consider appointing, if fully qualified, the School’s assistant principal who will be fully conversant with the School’s model. The District will also endeavor to select as the School’s assistant principal(s) teacher leaders from the School. The District will consult with the External Operator about the selection of the School’s successor principal and assistant principal(s).

16.5.5. Selection of PLC Leaders and School-based Coaches. The School's principal will consult with the External Operator about the selection and placement of Professional Learning Communities (PLC) leaders and school-based coaches. The School will endeavor to appoint, if fully qualified, teacher leaders from the School who will be fully conversant with the School's model.

16.5.6. Coaching, PLC, and Support Models. The School will continue to use the External Operator's coaching, PLC, and MTSS models. The number of positions will be consistent with the District's coaching model.

16.5.7. Tutoring. The School's teachers will continue to provide tutoring to accelerate their students' learning growth.

16.5.8. Curriculum Development. The School will continue to implement the SBAC-adopted curriculum aligned to BEST standards.

16.5.9. Attendance at Annual Building Expertise Conference. The School will continue to send the principal to the External Operator's Building Expertise conference during each of the remaining years of the Contract. The cost of registration for the principal's attendance of this conference is included in the fees outlined in Section 15. The costs for travel to this conference is the responsibility of the District.

16.5.10. Changes in District Leadership. The work described in this Contract as a statutorily-mandated external operator model will continue through any changes in the District's superintendent or school board. A newly appointed or elected superintendent will receive an orientation to the service deliverables and expectations from the External Operator.

17. TERMINATION.

17.1. Termination Rights of Both Parties. Either Party may terminate this Contract in the event that the other Party fails to remedy a material breach of this Contract within thirty (30) days after written notice by the non-breaching Party of such breach, unless the non-breaching Party agrees to a longer time period for the cure. If the material breach would affect the health, safety or welfare of students or is not reasonably capable of being cured, then no such notice and opportunity to cure shall be required.

17.2. Termination by Mutual Written Consent. This Contract may be terminated by mutual consent of both Parties, without penalty to either Party, which such termination to be effective at such time, and upon such other terms, as set forth in such written consent.

17.3. Change in Applicable Law. If any change in law, including without limitation statute, regulation, State Board rule, or applicable court order, is enacted after the Effective Date that will have a material adverse effect on the ability of any Party to carry out its obligations under this Contract, or which renders the services described herein unnecessary, such Party will, at its election and upon written notice to the other Party, request renegotiation of this Contract for purpose of complying with such changes in the law, with any such renegotiation to be undertaken in good faith.

If the Parties are unable to renegotiate and agree upon revised terms within thirty (30) days after such notice of renegotiation, then this Contract shall be terminated effective at the end of the fiscal year in which such notice was given.

17.4. Effect of Termination. In the event of termination under this Contract, each Party's obligations to the other with respect to the School shall terminate, and the District shall pay External Operator for all services rendered to the date of termination. Termination of this Contract shall not amount to waiver of any cause of action for breach of this Contract, or otherwise, that either Party may have against the other.

18. **INTELLECTUAL PROPERTY.** Each of the Parties shall own its own intellectual property including without limitation all trade secrets, processes, techniques, research, proprietary data, and materials in any format. The Parties acknowledge and agree that neither has any intellectual property interest or claims in the other Party's proprietary materials. Any research, materials, processes or techniques created or used by External Operator for or at the School shall be the intellectual property of External Operator. During the Term of this Contract, External Operator grants a non-exclusive license to the District to use such Intellectual Property. Notwithstanding the foregoing, the curriculum created during the Term of this Contract may be used at the School and other schools within the District during and after the Term of this Contract.

19. **PUBLIC RECORDS.** External Operator will comply with the requirements of Section 119.0701, Florida Statutes with respect to any records maintained solely by the External Operator relating to the School and which are subject to the Florida Public Records Act. Specifically, the statute requires that External Operator:

- a. Keep and maintain public records required by the District to perform the service.
- b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if the External Operator does not transfer the records to the District.
- d. Upon completion of the Agreement, transfer, at no cost, to the District all public records in the possession of the External Operator or keep and maintain public records required by the District to perform the service. If the External Operator transfers all public records to the District upon completion of the Agreement, 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 public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

e. A request to inspect or copy public records relating to this Agreement must be made directly to the District. If the District does not possess the requested records, the public agency shall immediately notify the External Operator of the request, and the External Operator must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

f. The failure of the External Operator to comply with these provisions, if applicable, shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to the District and may also result in penalties under Section 119.10, Florida Statutes.

g. 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 AGREEMENT, CONTACT THE STAFF ATTORNEY'S OFFICE AT 352-955-7641, 620 E UNIVERSITY AVE, GAINESVILLE, FL 32601, publicrecords@gm.sbac.edu.

20. INSURANCE.

20.1. The District agrees to provide the following proof of insurance for each School:

20.1.1. Errors and Omissions coverage to include prior acts, sexual harassment, civil rights and employment discrimination, breach of contract, insured versus insured, consultants and independent contractors and with minimum policy limits of \$2,000,000.00. The insurance shall be subject to a maximum deductible not to exceed \$25,000 per claim. If the insurance is on a claims-made basis, the District shall maintain, without interruption, the Professional Liability Insurance until three (3) years after termination of this Contract;

20.1.2. General liability coverage written on an occurrence form with minimum policy limits of \$1,000,000.00 per occurrence and an aggregate limit of \$2,000,000.00;

20.1.3. Business automobile coverage with the same limits as general liability.

20.1.4. Property Insurance. Property insurance shall be secured for buildings and contents at the Facility. Property Insurance coverage for the "Building" includes the structure, including permanently installed fixtures, machinery and equipment, outdoor fixtures, and personal property to service the premises. Insurance coverage for "Contents" shall include all furniture, fixtures, equipment and machinery used in the School. The insurance must be sufficient to provide for replacement of property.

20.1.5. Workers' Compensation Coverage. The District agrees to provide adequate Workers' Compensation insurance coverage as required by law.

20.1.6. Fidelity Bond/Crime Coverage: Employees Dishonesty/Crime Insurance for all employees, including Faithful Performance of duty coverage for the School's administrators/principal with an insurance carrier authorized to do business in the State of Florida and coverage shall be in the amount of no less than one million (\$1,000,000) dollars per loss /two million (\$2,000,000) dollars annual aggregate. In lieu of Employee Dishonesty/Crime Insurance, Fidelity Bond coverage of equal coverage amount will be accepted.

20.2. Applicable to All Insurance Provided by the District

20.2.1. Proof of Insurance and Maintenance of Insurance. No later than 30 days following the Effective Date, and for each year thereafter, the District shall furnish External Operator with fully completed certificates of all insurance policies, signed by an authorized representative of the insurer(s) confirming the coverage begins by July 1 of each year. The certificates shall be issued to the External Operator and name the External Operator as an additional insured. Until such time as the insurance is no longer required to be maintained by the District, the District shall provide the External Operator evidence of the renewal or replacement of the insurance no less than thirty (30) days before expiration or termination of the required insurance for which evidence was provided. The evidence of insurance shall provide that the External Operator be given no less than sixty (60) days written notice prior to cancellation.

20.2.2. Other Coverages. The insurance provided by the District shall apply on a primary basis, and any other insurance or self-insurance maintained by the External Operator or its member, officers, employees, or agents, shall be in excess of the insurance provided by or on behalf of the District.

20.2.3. Deductibles/Retention: Except as otherwise specified, the insurance maintained by the District shall apply on a first-dollar basis without application of deductible or self-insurance retention.

20.2.4. Liability and Remedies: Compliance with the insurance requirements of this Contract shall not limit the liability of the District, its subcontractors, its sub-subcontractors, its employees or its agents to the External Operator or others. Any remedy provided to the External Operator or its member, officers, employees, or agents by the insurance shall be in addition to and not in lieu of any other remedy available under the Contract or otherwise.

20.2.5. Subcontractors: The District shall require its subcontractors and its sub-subcontractors to maintain any and all insurance required by law.

20.2.6. Waiver of Subrogation: All policies will be endorsed for waiver of subrogation in favor of the External Operator.

20.2.7. Defense Outside the Limits: Whenever possible, coverage for School Leader's Errors and Omission and Sexual Abuse Liability policies should be written with "Defense Costs outside the limits".

This term ensures that limits are available to pay claims rather than having attorney's fees erode the available claim dollars.

20.2.8. Failure to secure and continuously maintain all insurance listed in this Section 20 without cure after written notice above will constitute grounds for termination of this Contract.

20.3. The District may self-insure for any or all of the coverages described in this Section 20 and may provide External Operator with a written notice of self-insurance in the place of any proof of insurance described in this Section 20.

21. INDEMNIFICATION.

21.1. Each Party will bear its respective risks and liabilities incurred by it as a result of its obligations and efforts under this External Operator Contract and shall not be liable for the acts of third parties or the consequences of the acts of third parties. Notwithstanding anything herein to the contrary, nothing in this External Operator Contract constitutes consent by the State of Florida or its agents and agencies to be sued or a waiver of sovereign immunity of the State of Florida beyond the limited waiver provided in Section 768.28 Florida Statutes.

22. IMPLEMENTATION PLAN.

22.1. Phase 1 (May 1, 2024 – July 31, 2024)

School Assessment Visit

- School Comprehensive Needs Assessment, 2 days and related analysis and reporting
- Principal SCNA Debrief, 1-hour virtual session
- District SCNA Debrief, 1-hour virtual session
- Project leadership and supervision, program management, monthly support and management of project activities, data analysis, logistics, and reporting

Collaborative Staffing Processes

- Staffing Support, 6 days onsite
- Project leadership and supervision, program management, monthly support and management of project activities, data analysis, logistics, and reporting

22.2. Phase 2 (August 1, 2024 – July 31, 2025)

Summer Institute

For school and district leaders:

- Designing Implementation, 1 day onsite

For all staff:

- 101: Student-Led Team Basics, 1 day onsite
 - 101: Student-Led Team Basics Kit, for each teacher
 - 101: Online Module powered by Empower Professional Growth, for each teacher

- Designing Interdependent Tasks, 1 day onsite
- Project leadership and supervision, program management, monthly support and management of project activities, data analysis, logistics, and reporting

Principal Coaching and Support

48 days onsite and 16 virtual hours, including:

- Measuring Implementation, 1 day onsite
- Executive Action Team Meetings, monthly half-days onsite with all partner school leaders and district leaders
- Community of Practice, quarterly half-days onsite with all partner school leaders and district leaders
- IE Rigor Appraisals, 4 days onsite
- Team Diagnostic Survey, baseline and end-of-year
- School Leadership Coaching, onsite and virtual sessions
- Empower Systems Growth, 5 individual licenses
- Building Expertise 2025 Conference, registration for two attendees and one complimentary registration
- Professional Resource Book for leaders
- Project leadership and supervision, program management, monthly support and management of project activities, data analysis, logistics, and reporting

Teacher Team Training and Support

- Faculty Coaching, 24 days onsite
- Faculty Coaching, 8 virtual hours
- Project leadership and supervision, program management, monthly support and management of project activities, data analysis, logistics, and reporting

Instructional Training and Support for all Teachers

- 201: First Step to Student Team Autonomy, 1 day onsite
 - 201: First Step to Student Team Autonomy Kit, for each teacher
 - 201: Online Module powered by Empower Professional Growth, for each teacher
- Faculty Coaching, 23 days onsite
- Faculty Coaching, 8 virtual hours
- Empower Professional Growth, building license
- Empower Learner Growth, license for each teacher and leader
- Professional Resource Books for teachers and leaders
- Project leadership and supervision, program management, monthly support and management of project activities, data analysis, logistics, and reporting

22.3 Fee Schedule

PHASE I		
1.	School Assessment Visit	\$ 39,710.00
2.	Collaborative staffing processes	\$ 19,800.00
PHASE II		
3.	Summer Institute	\$ 25,824.00
4.	Principal Coaching and Support	\$ 182,132.50
5.	Teacher Team Training and Support	\$ 87,860.00
6.	Instructional Training and Support for all Teachers	\$ 111,744.24

23. GENERAL AND MISCELLANEOUS PROVISIONS

23.1. Entire Agreement. This Contract governs the entire agreement between the Parties as it relates to each School. All prior representations, understandings and agreements, whether written or oral, are superseded and replaced by this Contract.

23.2. Governing Law; Venue; Waiver of Jury Trial. The laws of the State of Florida will govern this Contract, its construction and the determination of any rights, duties and remedies of the Parties arising out of or relating to this Contract, with venue lying within the county where the School is located. The parties forever waive the right to trial by jury for any and all litigation between the parties arising out of or related to this Contract. The parties agree to have any such dispute settled by a judge alone, without a jury.

23.3. Binding Effect; Counterparts. This Contract shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. This Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument.

23.4. Official Notices. All notices and other communications required by the terms of this Contract will be in writing and sent to the Parties hereto at the addresses set forth below (and such addresses may be changed upon proper notice to such addressees). Notice may be given by: (i) certified or registered mail, postage prepaid, return receipt requested, (ii) facsimile (with confirmation of transmission by sender's facsimile machine) or (iii) personal delivery. Notice will be deemed to have been given two days after mailing or on the date of personal delivery or on the date of transmission of a facsimile if on a business day during normal business hours (or, if not, the first business day thereafter).

The addresses of the Parties are:

To EXTERNAL OPERATOR:

INSTRUCTIONAL EMPOWERMENT, INC.

Ms. Brandi Campisano

Senior Project Manager

175 Cornell Road #18

Blairsville, PA 15717

P: (866) 731-1999

F: (724) 240-6475

bcampisano@instructionalempowerment.com

To DISTRICT:

THE SCHOOL BOARD OF ALACHUA

COUNTY, FLORIDA

Jeffrey Garcia

Purchasing Manager

620 E University Avenue, Gainesville, FL 32601

P: (352) 955-7618

F: (844) 269-9018

garciaj@gm.sbac.edu

23.4.1. Reporting. All progress reports from External Operator are to be submitted to the superintendent (or their designee) and Ms. Jacqueline Rolle, Director of Curriculum. supt@gm.District.edu & rollejl@gm.District.edu.

23.5. Assignment. This Contract shall not be assigned by either Party without the prior written consent of the other Party.

23.6. Amendment. This Contract will not be altered, amended, modified or supplemented except in a written document approved by the chief executive officers of each of the Parties, who are hereby provided authority to negotiate and execute such amendments.

23.7. Waiver. No waiver of any provision of this Contract will be deemed to be, nor will constitute a waiver of any other provision, nor will such waiver constitute a continuing waiver unless otherwise expressly stated in writing. The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the provisions of this Contract shall not be construed as a waiver or relinquishment of said term or provision, and the same shall continue in full force and effect.

23.8. Severability. If any provision or any part of this Contract is determined to be unlawful, void, or invalid, that determination shall not affect any other provision or any part of any other provision of this Contract, and all such provisions shall remain in full force and effect.

23.9. No Third-Party Rights. This Contract is made for the sole benefit of the Parties, and their affiliates, successors and assigns. Except as otherwise expressly provided, nothing in this Contract will create or be deemed to create a relationship between the parties to this Contract, or either of them, and any third person, including a relationship in the nature of a third-party beneficiary or fiduciary.

23.10. Headings and Captions/Interpretation. The headings and captions included in this Contract have been included only for convenience and shall not affect or be considered in the interpretation of this Contract.

23.11. Successors and Assigns. This Contract will be binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns.

23.12. Impossibility. Neither Party shall be in default of this Contract, if the performance of any or all of this Contract is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, hurricane, riot, fire, explosion, war, act of God, sabotage or any other casualty or cause beyond either Party's control, and which cannot be overcome by reasonable diligence and without unusual expense.

EXTERNAL OPERATOR CONTRACT

Between School Board of Alachua County and Instructional Empowerment


Signature _____ Date: 1/25/24

Diyonne McGraw
School Board of Alachua County
Board Chair


Signature _____ Date: 1/24/24

Ms. Brandi Campisano
Senior Project Manager
Instructional Empowerment, Inc.



February 5, 2024

MODIFICATION NUMBER ONE

This Modification, when approved and signed, amends the External Operator Contract (hereinafter “contract”), effective February 5th, 2024, between the School Board of Alachua County (hereinafter SBAC), Florida and Instructional Empowerment, Inc. doing business as (dba) FLEO01, LLC., (hereinafter External Operator).

In accordance with RFP #24-25, Attachment D – Price Proposal, Article 1, section titled “General,” the Contract between the SBAC and External Operator will not proceed to Phase II if the school earns a grade of “C” or higher at the end of the 2023-24 school year.

Contract Article 15.2 is to be amended as follows – 15.2 Payment for Initial School Assessment and Collaborative Staffing Process. Payment for the Initial School Assessment and Collaborative Staffing Process will be made as follows: payment for Initial School Assessment shall be made within 30 days of ~~the term start date of this Contract, May 01, 2024~~ receipt invoice for the submission of the Initial School Assessment.

Contract Article 22.1 Phase 1 (May 1, 2024 – July 31, 2024) is to be amended as follows - Phase 1 (February 5, 2024 – July 31, 2024).

Except as modified herein, all terms, conditions, and provisions of the Agreement remain unchanged and in full force and effect.

FLEO01, LLC

SCHOOL BOARD OF ALACHUA COUNTY, FLORIDA

By: Brandi Campisano
Name: Brandi Campisano
Title: Sr. Project Manager
Date: 2/7/24

By: Diyonne McGraw
Name: Diyonne McGraw
Title: Chair
Date: 2/6/24