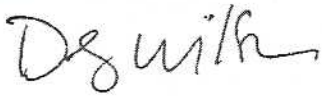


THE SCHOOL DISTRICT OF ESCAMBIA COUNTY CURRICULUM AND INSTRUCTION SCHOOL BOARD AGENDA EXECUTIVE SUMMARY		Item Number: V.b.1. B.3.	
TITLE Contract for External Operator for Warrington Middle School Between the School Board of Escambia County, Florida and the Rensselaerville Institute		SUBMITTED BY: Denny Wilson, Director, Continuous Improvement	
PERIOD OF GRANT/CONTRACT/REQUEST 7/01/2020-6/30/2021	FUNDING SOURCE N/A	PROJECT COORDINATOR AND DEPARTMENT Denny Wilson, Director, Continuous Improvement	
AMOUNT OF FUNDING REQUEST \$75,000	<i>Is amount more, less or same as last year?</i> Less	TOTAL PROJECT \$75,000	<i>Is the amount more, less or same as last year?</i> Less
PURPOSE The purpose of this contract is for the Rensselaerville Institute (TRI) to act as the External Operator of Warrington Middle School pursuant to Section 1008.33(4)(b),F.S.			
IMPLEMENTATION PLAN When a school earns two consecutive school grades below a "C", a turnaround option plan must be selected and implemented for the school. The District has determined that a contract with an outside entity to serve as an external operator of Warrington Middle School is the best option for turnaround for its long-term success. TRI meets the requirements set forth in Florida Statute to provide support to improve the academic performance of Warrington Middle School.			
PARTICIPATING SCHOOLS/AGENCIES Warrington Middle School The Rensselaerville Institute			
ACTION REQUIRED Board Approval			
STRATEGIC ALIGNMENT – <i>Include Pillar, Goal and Measurable Objective as outlined in the current Strategic Plan.</i> PILLAR: Quality GOAL: GOAL Q.1: To increase rigor at all levels MEASURABLE OBJECTIVE: Q.1.1. Increase the percentage of students making a learning gain on the statewide standardized assessments.			
DIRECTOR 		DATE 5/08/2020	
ASSISTANT SUPERINTENDENT Steve Marcanio		DATE 06/01/2020	DATE OF BOARD APPROVAL

Revised: January 2019–
Retention: 5 years

CONTRACT FOR EXTERNAL OPERATOR
FOR WARRINGTON MIDDLE SCHOOL
BETWEEN
THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA
AND
THE RENSSELAERVILLE INSTITUTE

This Contract is entered into on June 16, 2020 by and between the SCHOOL BOARD of Escambia County, Florida (hereinafter referred to as “BOARD” or “DISTRICT”), with offices at 75 North Pace Boulevard, Pensacola, Florida 32505, and The Rensselaerville Institute, Inc. (hereinafter referred to as “TRI”), with offices at 2 Oakwood Place, Delmar, New York 12054 for services as an External Operator for Warrington Middle School (hereinafter referred to as “SCHOOL”), located at 450 South Old Corry Road, Pensacola, Florida 32507. BOARD, TRI, and SCHOOL shall herein be collectively known as “the Parties.”

Statutory Authority

This Contract is for TRI to act as the External Operator of the SCHOOL in accordance with the terms and conditions set forth in this Contract. The authority for a Florida School Board to contract with an external operator is pursuant to Section 1008.33(4)(b), F.S. This statute sets forth that when a school district 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 to serve as an external operator of the SCHOOL is the best turnaround option for the SCHOOL and its long-term success. The DISTRICT has determined that TRI has met the requirements set forth in Florida Statute and in section 6A-1.099811 F.A.C. to provide support to improve the academic performance of this SCHOOL.

External Operator Mission

The Parties agree that the responsibility and commitment for TRI, as the External Operator, is to assure dramatic gains in student proficiency in core academic areas at SCHOOL. To reach this goal, TRI shall perform the External Operator role under the following theory of action:

- Work with BOARD and the community with the understanding that the role of TRI at SCHOOL is time bound and it is to build capacity within SCHOOL and DISTRICT to ensure that the improvements continue after this contract with BOARD expires;
- Act as catalysts, with TRI’s focus on building local capacity (knowledge and behaviors) of the DISTRICT and SCHOOL’s leaders and teachers;
- Build capacity with a focus on aligning behavior within the functional areas to increase academic performance; and
- Align behaviors through shoulder-shoulder modeling and engage in shared decision making, or “mutual consent” with DISTRICT and SCHOOL.

TRI's Responsibilities and Services

A. General Oversight of SCHOOL

1. TRI will generally oversee all SCHOOL operations.
2. TRI will have access to all SCHOOL buildings and grounds at all times throughout the terms of this Contract.
3. TRI shall have primary responsibility for all SCHOOL academic programs, oversight, selection, placement, coaching, evaluation, assignment of responsibilities and reassignment of SCHOOL leadership and instructional personnel; professional development; identification, training and coaching of professional learning community leaders, student academic assessment and development of curriculum and instructional materials.

B. Staffing at SCHOOL

TRI shall have full authority to:

1. Recommend SCHOOL leadership and instructional personnel assignment to SCHOOL.
2. Ensure leadership and instructional staff employed at the SCHOOL are certified as required by Florida Statutes.
3. Provide to the DISTRICT, prior to the opening of the SCHOOL, the qualifications and assignments of all staff members using DISTRICT's designated database.
4. Ensure teaching assignments match the state's course code directory numbers.
5. Require leadership staff to participate in mandatory TRI conferences to become part of a larger network and learning community of other successful turnaround leaders.
6. Make all recommendations for the selection, placement, termination and training (VAM and TRI-normed readiness measures) of teachers at SCHOOL.
7. Provide ongoing professional learning for all instructional staff on skills necessary to meet turnaround goals and social-emotional needs of students.

C. Curriculum, Instruction, Climate, and Culture

TRI will:

1. Determine the curriculum and instructional interventions necessary to meet/exceed targets.
2. Improve SCHOOL in terms of student performance on FSA and SCHOOL grade while implementing instructional systems that will build capacity of the SCHOOL to sustain and continue its own improvement in preparation for returning SCHOOL to BOARD control. This includes behavior, climate, and culture of the SCHOOL; developing a scalable model of rigorous instruction and student engagement; providing a data-driven

roadmap to empower teachers and leader and aligning curriculum, culture, and instructional systems to attain and sustain levels of performance.

D. Students with Disabilities

TRI will implement a plan for Exceptional Student Education (ESE) under the Individuals with Disabilities Education Act (IDEA) which conforms to all applicable Federal and state laws and regulations. TRI model will include specific approaches to Multi-tiered Systems of Support (MTSS) which will be implemented at SCHOOL in accordance with state and federal law. Exceptional Education Students shall be provided with programs in accordance with applicable Federal, state, and local policies and procedures; and specifically the Individuals with Disabilities Education Act (IDEA).

Parents of students with disabilities will be afforded procedural safeguards in their native language, consistent with the manner that those safeguards are provided in the DISTRICT's traditional schools or using DISTRICT materials. A DISTRICT representative shall participate in all IEP meetings. DISTRICT will select and assign an attorney in consultation with the SCHOOL. The Parties will work collaboratively in matters regarding resolution and mediation meetings as required.

BOARD shall ensure that all due process hearings are conducted pursuant to applicable state laws; a final decision is reached; and a copy of the decision is mailed to the parties.

E. English Language Learner (ELL/EL).

TRI will continue to build on and enhance the English Language (EL) program at SCHOOL and focus attention on implementing the program with fidelity. Students who are identified and served by ELL certified personnel will follow the DISTRICT's plan for ELLs, including all required reports and meetings. TRI shall comply with all applicable rules and regulations concerning ELL students and requirements by state, Federal, and local agencies.

F. Subgroups. TRI will address the needs of all subgroups with a focus on the economically disadvantaged and traditionally underserved populations. TRI will offer a comprehensive program that utilizes proven instructional strategies to cultivate lifelong learners equipped with the skills, knowledge, and habits for success.

G. Assessments. TRI shall ensure facilitation of all required state assessments, DISTRICT benchmark assessments, and alternate assessments and comply with state reporting procedures. TRI will use the DISTRICT benchmark assessments at regular intervals to enable the SCHOOL to assess school-wide, grade-level, class, and individual student progress toward hitting established targets. TRI will align assessments and benchmark tests, create an assessment database, train key personnel on database maintenance, train key leaders and teachers on data analysis, and create usable reports for students, parents, and SCHOOL support staff.

- H. Budgeting. TRI will work collaboratively with DISTRICT leadership to prepare an operating budget for the SCHOOL and align resources to the SCHOOL's needs. The budget details will be collaboratively agreed upon between TRI, the Superintendent, and appropriate staff.
- I. Reporting. TRI will make monthly progress reports to DISTRICT through the Superintendent who will keep the BOARD apprised.

Board's Responsibilities and Services

BOARD will have the primary responsibility for all non-academic operations of SCHOOL.

- A. Instructional Personnel. All personnel assigned to the SCHOOL will be BOARD employees with their salaries and benefits paid from DISTRICT funding. BOARD will budget and pay for staffing at SCHOOL as mutually agreed upon by TRI and BOARD. Incentive pay will be provided as is mutually agreed upon with both Parties to encourage teachers to work and remain in the SCHOOL for the duration of the Contract. BOARD will ensure that staffing of the SCHOOL is consistent with staffing ratios established for the DISTRICT with any variation of pay or incentive pay subject to reasonable budgetary constraints.
- B. Educational Support Personnel. BOARD will budget and staff for all non-academic functions such as bookkeeping, clerical, custodial, food service and transportation personnel.
- C. SCHOOL Funding. BOARD will provide all funding the SCHOOL would normally receive, including entitlement funding available in all federal programs. BOARD will also ensure SCHOOL is included in applications for competitive grant funding as appropriate to its needs.
- D. Transportation. BOARD will receive all revenue pertaining to, and retain primary responsibility for, provision, staffing, and payment for all SCHOOL transportation for students who reside within the SCHOOL's attendance or attend the SCHOOL pursuant to BOARD policies and as required by law. Transportation for non-program activities will be provided to the same extent as is provided to all DISTRICT schools.
- E. Food Service. BOARD 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 any required documentation necessary for provision of free and reduced-price meals.
- F. Facility Maintenance and Security. BOARD will maintain and repair, at its expense, the facility and grounds and provide security and all utilities in a manner consistent with other DISTRICT schools. BOARD will be responsible for the facility and will remain responsible for any loss or damage or any liability resulting from use of its property. All real and personal property at the SCHOOL shall remain the property of BOARD.
- G. Furniture, Fixtures, Equipment, Supplies and Educational Materials. BOARD will provide the same furniture, fixtures, equipment, supplies and educational materials in a manner consistent with other DISTRICT schools with comparable SCHOOL populations.

- H. Technology Tools. BOARD will ensure that all students and staff are provided technology tools adequate to do their work at the same level as is provided in all other DISTRICT schools. BOARD will allow TRI full access to all technology equipment on the campus for instructional purposes; will continue to provide technology support for its optimal operation; and will work collaboratively with TRI to determine the need for additional or different technology, based on availability of funding.
- I. Data Collection, Entry and Management. BOARD and SCHOOL personnel will 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 Parties decide to implement to accelerate student progress.
- J. Services to Students with Disabilities. In collaboration with TRI as more fully set forth above in this Contract, BOARD will continue to be responsible for compliance with all duties and obligations that it has as the LEA under applicable laws relating to students with disabilities, including exceptional student education and Section 504. BOARD 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 the law. BOARD will provide staff and services that are consistent with SCHOOL programs and general operations. Services shall include referral processes; evaluations; re-evaluations; eligibility determinations; placement decisions; compliance with mandates; development and implementation of IEPs and 504 Plans; behavioral support and creation of safety plans; and behavior improvement plans as necessary and consistent with services provided to all DISTRICT schools.
- K. English Language Services. In collaboration with TRI as more fully set forth above in this Contract, BOARD will continue to provide EL services and support to SCHOOL students at the same level and in the same manner as it provides to other DISTRICT schools with similar populations.
- L. Assessments. In collaboration with TRI as more fully set forth above in this Contract, SCHOOL will continue to use the DISTRICT's established interim/benchmark assessments and statewide summative assessments. All students at the SCHOOL shall participate in all required state assessments per Florida Statute (F.S.) section 1008.22. BOARD shall provide TRI with reports on DISTRICT and state assessments. The Parties have entered into a Student Data Privacy Agreement.
- M. Tutoring, Before/Afterschool Programs. SCHOOL will provide tutoring services for students to help accelerate academic growth, which could include summer and Saturday school programs. Tutoring programs will be designed and coordinated between the Parties to ensure that they are consistent and supportive to the SCHOOL instructional programs.

Mutual Consent and Decision Making Process

TRI and BOARD will operate under “mutual consent” as a general decision-making process (for any decisions outside of the non-negotiables and agreed upon roles in the functional areas). Mutual consent is a decision-making model in which TRI and BOARD have 50/50 decision-making authority over the SCHOOL. Mutual consent is at the core of TRI as an External Operator because it: 1) assures that the DISTRICT maintains commitment to the effort, but not full authority to make critical decisions through the term of the engagement; and 2) develops an assured interdependence between BOARD and TRI that results in durable academic achievement rising from local investment and developed local capacity.

TRI will provide on-going leadership, intervention, and support to meet academic and TRI academic targets and then gradually release responsibility and authority as a means to provide structure and opportunities for BOARD and SCHOOL staff to coach and reflect on how teacher or leaders are helped, resources aligned, data utilized to make instructional decisions, and increase control and input from the BOARD and SCHOOL leadership.

Governance

TRI shall exercise continuing intervention and oversight over the SCHOOL operations, through mutual-decision making with BOARD, and will be held accountable to its students, parents/guardians, and the community at large, through a continuous cycle of planning, evaluation, and reporting per Florida Statutes.

TRI and BOARD will mutually agree to overall policy decision making of the SCHOOL. BOARD shall allow reasonable access to its records to duly appointed representatives of TRI to the extent allowable by law. TRI will be provided access to the DISTRICT’s data systems and all TRI employees and SCHOOL students will be bound by BOARD’s computer policies and standards regarding data privacy and system security.

If an organization other than TRI will be providing significant services to the SCHOOL, the subcontract shall be provided to BOARD. TRI may subcontract for services as allowable by law.

1. Any subcontract must clearly define each party’s rights and responsibilities and fees for services with specific, reasonable, and feasible terms under which either party can terminate the subcontract.
2. All equipment and furnishings purchased with public funds will be the property of BOARD, not the subcontractor.
3. A copy of any material changes to the Contract between the subcontractor and TRI shall be submitted to the DISTRICT within five (5) days of execution.
4. Any subcontractor will perform its duties in compliance with this Contract.

Education Program, Assessment, Curriculum, and Parental Support

TRI shall reinforce a safe instructional environment at all times and shall build programs that enforce BOARD's Code of Student Conduct. All students of SCHOOL will continue to be subject to the most current edition of the DISTRICT's Rights and Responsibilities Handbook.

TRI agrees to implement its educational and related programs as specified in this Contract. Any material change to the education program and/or curriculum as described in the approved Contract requires notice to BOARD. All parties agree that any changes have to be in compliance with Florida Statutes.

1. TRI shall be in compliance with Florida Constitutional Class Size Requirements.
2. TRI's student promotion policy shall be consistent with the provisions of the DISTRICT's Student Progression Plan (SPP).
3. TRI agrees to accept all returning students and will ensure that leadership retains all the appropriate public enrollment, transfer, and withdrawal records required by state law.

By September 15, 2020, TRI shall provide proposed academic achievement goals for the current year to BOARD. At a minimum, goals must include growth and proficiency on state assessments and may include performance on additional assessments. BOARD shall review the proposed academic achievement goals collaboratively with TRI.

1. Annually, TRI shall report performance against academic goals.
2. Any adjustment of goals must be mutually agreed upon by both TRI and BOARD. SCHOOL leadership shall annually develop and implement a School Improvement Plan (SIP) and appoint School Advisory Council (SAC) and Community Action Team CAT/Parent Community Group members as required by state statute, rules or applicable Federal law.
3. TRI will require all instructional staff to participate in planning time.
4. Instructional staff at SCHOOL will be provided with data analysis tools in weekly professional learning communities (PLCs) where decisions will be made about teaching, learning, and course corrections needed to reach targets.
5. TRI will focus on differentiated professional learning for instructional staff and written feedback every day. Participation will be mandatory as part of their written commitment with TRI. Professional learning will start annually with an intensive week-long in-service prior to the start of the school year; will be facilitated weekly with teacher-based teams; and will align to the DISTRICT professional development days.

TRI will establish a parent and community advisory group that gives key stakeholders a strong and clear voice in the changes at SCHOOL. Community members and other stakeholders will be apprised of the change in leadership for SCHOOL by TRI at community meetings specifically to keep lines of communication open with all stakeholders.

SCHOOL will annually elect a School Advisory Council (SAC) comprised of school personnel, parents, students, and community members. Members will be responsible for development and

implementation of the School Improvement Plan (SIP), per Florida Statutes, and recommendation for school recognition and other parent engagement budgetary expenditures, within constraints of allowable funding laws.

TRI and SCHOOL will be eligible for any applicable funding that is generated by the SCHOOL. TRI and SCHOOL will follow all applicable requirements and reporting of any Federal funding it is eligible for.

Education Record Retention and Confidentiality

TRI shall comply with the requirements of Section 119.0701, F.S. with respect to any records maintained solely by TRI relating to SCHOOL which are subject to Florida Public Records Act and agrees to abide by the attached addendum entitled "ESCAMBIA SCHOOL DISTRICT PUBLIC RECORDS ADDENDUM."

SCHOOL leadership shall maintain the confidentiality of student records as provided by Federal and state law. SCHOOL will maintain active records for students in accordance with Florida Statutes and State Board of Education rules.

Insurance and Indemnification

A. The Rensselaerville Institute agrees to:

1. Maintain, keep in full force and effect during the term of this CONTRACT and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of general liability and auto liability insurance in the amount not less than one million dollars (\$1,000,000) with an insurance company rated not lower than "A" by A.M. Best and Company. The BOARD shall be named as an additional insured. The policy and evidence of such insurance shall be endorsed so as to provide coverage for all liability hereby contractually assumed by the Signer and a copy thereof shall be delivered to the undersigned before beginning performance of this CONTRACT. Such insurance shall not be subject to cancellation, non-renewal, reduction in policy limits or other adverse change in coverage, except with forty-five (45) days prior written notice to the BOARD, which notice shall be given by U.S. Certified Mail with return receipt requested to the undersigned. No other form of notification shall relieve the insurance company, or its agents, or representatives of responsibility.
2. If this CONTRACT involves performance by officers, employees, agents, or sub-contractors of the Signer, the Signer shall also maintain, keep in full force and effect during the term of this CONTRACT and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of Workers' Compensation insurance in the amount required by Florida Statutes Chapter 440, and Employer Legal Liability Insurance in the amount of one hundred thousand dollars (\$100,000).
3. Purchase employees dishonesty/crime insurance for all TRI 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 (\$1,000,000.00) dollars per loss/two million (\$2,000,000.00) dollars annual aggregate. In lieu of employee

dishonesty/crime insurance, BOARD is willing to accept fidelity bond coverage of equal coverage amount.

4. Indemnify and hold harmless BOARD, its members, officers, employees and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from: negligence, intentional wrongful acts, misconduct or culpability of the Contractors members, officers or employees or other agents in connection with and arising out of any services within the scope of this Contract; TRI's material breach of this Contract; and any failure by TRI to pay its suppliers or any subcontractors.
5. Indemnify, protect and hold the DISTRICT harmless against all claims and actions brought against the DISTRICT by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the SCHOOL except when BOARD supplied or required the SCHOOL to use that material, process, or appliance, and any claims or actions related to violation of any state or Federal statutes or regulations including those referenced in this Contract.
6. Abide by the attached addenda entitled, "Escambia School District Risk Management Addendum (Regular)" and "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," which are hereby agreed to and fully incorporated herein by reference.

B. BOARD is a qualified self-insurer under the regulations set forth in the Florida Statutes for worker compensation, general and automobile liability, and professional liability. BOARD shall name TRI as an insured under its self-insured program, as it relates to liability incurred in connection with, or arising out of, any negligence of BOARD's officials, employees, students, authorized agents and authorized representatives with regard to this agreement.

C. TRI and BOARD shall:

Notify each other of the existence of any third-party claim, demand or other action giving rise to a claim for indemnification under this provision and shall give each other reasonable opportunity to defend the same at its own expense and with its own counsel, provided that BOARD shall at all times have the right to participate in such defense at its own expense. If either party fails to undertake to defend within a reasonable amount of time, the other party shall have the right to defend, compromise, or settle the third-party claim. TRI and BOARD shall make available to each other, at their expense, such information and assistance as each shall request in connection with the defense of a third-party claim.

Communications

Communications within BOARD, the community and local, state and national will be coordinated between BOARD and TRI:

1. Any use of the names, marks, logos, brands or other materials protected by trademark or copyright protections ("Materials") shall be used by the Parties only

with the written permission of the other Party. All such rights of use of this Material shall cease at the termination of this Contract, unless both Parties agree otherwise in writing.

2. All media communications are to mention both Parties' brands and respective roles for the SCHOOL.
3. Both parties will proactively communicate this project internally and externally to ensure a positive, encouraging message about this opportunity to create a model school.
4. Both Parties will also collaborate on proactively communicating this project using parent, business, and community outreach strategies.
5. Both Parties will collaborate on promotional activities for staff, students, and the community. This may include posting of banners and other informational brochures.
6. Any specifically branded academic supplies must be paid for with available state and local resources. State and local resources to be used for this purpose must be within budget constraints placed on any and all DISTRICT schools and must be preapproved by BOARD.

Term of Contract

The term of this Contract shall be one (1) year commencing on July 1, 2020 and ending on June 30, 2021.

The External Operator will provide SCHOOL with a minimum of 30 days of on-site support.

Renewal/Non-Renewal/Termination

BOARD shall make student academic achievement for all students the most important factor when determining whether to renew or terminate this Contract.

Either Party may terminate this Contract in the event that the other Party fails to remedy a material breach of the Contract within thirty (30) days after written notice by the non-breaching Party. 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 shall be required.

The 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.

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 purposes 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 days (30) days after such notice

of renegotiation, then the Parties may exercise their right to terminate this contract upon thirty (30) days written notice.

In the event of termination under this Contract, each Party's obligations to the other with respect to the SCHOOL shall terminate, and BOARD shall pay TRI 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.

Upon termination of this Contract, TRI shall return any SCHOOL or student related information to BOARD.

Payment

The total amount of this Contract is seventy five thousand dollars (\$75,000). The External Operator shall receive compensation for services rendered at a fixed rate of fifty thousand two hundred fifty dollars (\$50,250.00) and shall be paid in twelve (12) monthly installments of four thousand one hundred eighty seven dollars and fifty cents (\$4,187.50) for the 2020-21 school year. A deferred payment of the final installment of thirty-three (33) percent of the contracted amount, totaling twenty four thousand seven hundred fifty dollars (\$24,750) will be paid to the External Operator, no later than July 30, 2021 if SCHOOL has achieved at least a "C" grade or forty-four (44) percent or higher of the possible points based on Florida's accountability system for the 2020-21 school year. Submission of invoices shall specify the services performed to include training provided, hours and days worked, where the work was performed and a summary of the work performed by the External Operator. Services will continue until June 30, 2021.

Miscellaneous Provisions

- A. TRI Employee Background Checks: TRI agrees that each of the employees accessing SCHOOL grounds or who have direct contact with students will undergo and meet Level 2 screening and fingerprint requirements as described in 1012.465, F.S. The background checks shall be conducted by BOARD at TRI expense.
- B. Amendment: This Contract may be amended by the mutual written consent of all Parties. Amendments shall require approval of the BOARD.
- C. Assignment: This Contract may not be assigned without the express written consent of all Parties.
- D. Choice of Laws: This Contract shall be governed by, construed and enforced in accordance with the laws of the State of Florida. In the event of litigation regarding this Contract, the Parties agree that jurisdiction and venue shall lie in the Circuit Courts of Escambia County, Florida.
- E. Waiver: No waiver of any provision of this Contract shall be deemed or shall constitute a waiver of any other provision unless expressly stated in writing and signed by the Parties.

- F. Force Majeure: 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.
- G. Drug and Alcohol Free: SCHOOL shall be drug and alcohol free.
- H. Non-Discrimination: No Party to this Contract shall violate applicable anti-discrimination state and federal laws and regulations, including, but not limited to the Florida Education Equity Act, and Title IX.
- I. Unenforceable Provisions: If any provision or 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.
- J. Entire Contract: All prior representations, understandings and Contracts, whether written or oral, are superseded and replaced by this Contract. Therefore, this Contract shall constitute the full, entire, and complete Contract between the Parties.
- K. Authority to Bind: Each person executing this Contract represents and warrants that he/she has the full power and authority to execute the Contract on behalf of the party for whom he/she signs.
- L. Florida State Board of Education Approval Required: The terms of this Contract are 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 will be null and void and shall automatically terminate.
- M. Data Sharing: Abide by the attached addendum entitled, "Student Data Privacy Special Terms and Conditions Addendum" which is hereby agreed to and fully incorporated herein by reference.
- N. In accordance with Chapters 215 and 287, Florida Statutes, the School Board is prohibited from, or limited in its ability to, contract with companies on the Scrutinized Companies lists created pursuant to Ch. 215, Florida Statutes. This includes companies with activities in Sudan, with activities in the Iran Petroleum Sector, and/or companies which boycott Israel. "Companies" is defined to include "all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations that exists for the purpose of making profit." By entering into this Agreement, the company (or however the company is identified in the rest of the agreement) certifies that it and all related entities of respondent as defined above are not on such Scrutinized Companies lists. Company (or however the company is identified in the rest of the agreement) is specifically required to complete the attached State of Florida Vendor Certification Regarding Scrutinized Companies Lists form included herein. Should the terms of this Agreement allow for

renewals, the company (or however the company is identified in the rest of the agreement) shall be required to recertify thirty (30) days prior to each renewal of the Agreement that it and its related entities are not on statutory Scrutinized Companies lists. The School Board may terminate this Agreement if the company (or however the company is identified in the rest of the agreement) or a related entity as defined above is found to have submitted a false certification or been placed on a statutory Scrutinized Companies list.

(THIS SECTION INTENTIONALLY LEFT BLANK)

CONTRACT FOR EXTERNAL OPERATOR
FOR WARRINGTON MIDDLE SCHOOL
BETWEEN
THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA
AND
THE RENSSELAERVILLE INSTITUTE

IN WITNESS WHEREOF, the Parties have made and executed this CONTRACT on June 16, 2020 to be effective from July 1, 2020 through June 30, 2021.

THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA

By: Patricia Hightower
Patricia Hightower, Chair

Date: 6-16-2020

ATTEST:

By: Malcolm Thomas
Malcolm Thomas, Superintendent

THE RENSSELAERVILLE INSTITUTE

By: Mildred Toliver
Mildred Toliver, Chief Turnaround Officer

Date: 6-19-2020

APPROVED FOR LEGAL CONTENT
FOR JUNE 2020 AGENDA
D.W.K.
5/28/20
GENERAL COUNSEL
ESCAMBIA COUNTY SCHOOL
BOARD

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Executive Order 12689, and 31 U.S.C. 6101; Debarment and Suspension, 2 CFR Part 417, Subpart C, Responsibilities of Participants Regarding Transactions Doing Business with Other Persons.

(Please read instructions below before completing Certification)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME
NAME

SPONSOR AGREEMENT NUMBER OR PROJECT

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

SIGNATURE(S)

DATE

1. By signing and submitting this form, the prospective lower tier participant is providing the certification above in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ESCAMBIA SCHOOL DISTRICT RISK MANAGEMENT ADDENDUM (REGULAR)

Anything in the foregoing agreement to the contrary notwithstanding, each Signer thereof (other than the School Board, the Superintendent of Schools, the School District, their officers, agents and employees) hereby agrees to:

A. HOLD HARMLESS/INDEMNIFICATION AGREEMENT:

1. Save and hold harmless, pay on behalf of, protect, defend, and indemnify the School Board, (including the Superintendent of Schools, the School District, their officers, agents, and employees) from and against any demand, claim, suit, loss, expense, or damage which may be asserted against any of them in their official or individual capacities by reason of any alleged damage to property, or injury to, or death of any person arising out of, or in any way related to, any action or inaction of the Signer (including its sub-contractors, officers, agents, and employees) in the performance or intended performance of this agreement, or the maintenance of any facility, or the operation of any program, which is the subject of, or is related to the performance of this agreement. The obligations of the Signer pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self-insurance maintained by or for the use and benefit of the Signer.

B. REQUIRED INSURANCE:

- 1. Maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of general liability and auto liability insurance in an amount not less than \$1,000,000 with an insurance company rated not lower than "A" by A. M. Best and Company. The School Board shall be named as an additional insured. The policy and evidence of such insurance shall be endorsed so as to provide coverage for all liability hereby contractually assumed by the Signer and a copy thereof shall be delivered to the undersigned before beginning performance of this agreement. Such insurance shall not be subject to cancellation, non-renewal, reduction in policy limits or other adverse change in coverage, except with 45 days prior written notice to the School Board, which notice shall be given by U.S. Certified Mail with return receipt requested to the undersigned. No other form of notification shall relieve the insurance company, or its agents, or representatives of responsibility.
- 2. If this agreement involves performance by officers, employees, agents or sub- contractors of the Signer, the Signer shall also maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of workers' compensation insurance in the amount required by Florida Statutes Chapter, 440, and Employer Legal Liability Insurance in the amount of \$100,000.

Approved:
Signer:

Initials of each
Signer:



Kevin T. Windham, CFE, CSRM,
Director-Risk Management
Escambia School District
75 North Pace Boulevard
Pensacola, FL 32505



State of Florida
Vendor Certification Regarding Scrutinized Companies Lists

Respondent Vendor Name: _____
Vendor FEIN: _____
Vendor's Authorized Representative Name and Title: _____
Address: _____
City: _____ State: _____ ZIP: _____
Phone Number: _____
Email Address: _____

Section 287.135, Florida Statutes prohibits or limits agencies from contracting with companies, for goods or services, that are participating in a boycott of Israel, are on the Scrutinized Companies that Boycott Israel list, the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria. Both lists are created pursuant to Section 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the sector entitled "Respondent Vendor Name" is not participating in a boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and has not been engaged in business operations in Cuba or Syria. I understand that pursuant to Section 287.135, Florida Statutes, the submission of false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: _____ AUTHORIZED SIGNATURE
Print Name and Title: _____
Date: _____

ESCAMBIA SCHOOL DISTRICT PUBLIC RECORDS ADDENDUM

CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to Section 119.0701, F.S., CONTRACTOR agrees to comply with all public records laws, specifically to:

A. Keep and maintain public records required by the School Board to perform the service.

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies and GS7 for Public Schools. (See <http://dos.myflorida.com/library-archives/records-management/general-records-schedules>)

2. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the School Board. Contractor's records under this Agreement include but are not limited to supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

B. Upon request from the School Board's custodian of public records, provide the School Board 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 for by law. If a Contractor does not comply with the School Board's request for records, School Board shall enforce the provisions in accordance with the contract.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to School Board.

D. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the Contractor or keep and maintain public records required by the School Board to perform the service. If the Contractor transfers all public records to the School Board upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records kept electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the SCHOOL BOARD.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE SCHOOL BOARD OF ESCAMBIA COUNTY, CUSTODIAN OF PUBLIC RECORDS AT (850)469-6131, NROSS@ECSDFL.US, OR 75 NORTH PACE BLVD., PENSACOLA, FL 32505.

A Contractor who fails to provide the public records to the School Board within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

Approved:



Donna Sessions Waters
General Counsel
Escambia County School Board
75 North Pace Blvd.
Pensacola, FL 32505
02/28/2020

Initials of Each Signatory:

