

**AMENDED FIRST AMENDMENT TO AGREEMENT
BETWEEN
THE SCHOOL BOARD OF MARION COUNTY, FLORIDA
AND
JAYNE ELLSPERMANN, LLC**

This Amended First Amendment ("**Amended First Amendment**") is made to that certain Agreement for Educational Management Services at Evergreen Elementary School dated July 30, 2019 ("**Original Agreement**") by and between **The School Board of Marion County, Florida**, ("**School Board**"), and **Jayne Ellspermann, LLC** ("**Contractor**").

School Board and Contractor desire to amend the Original Agreement as follows:

1. Paragraph 2, Conditions to this Agreement. Section (b) is deleted in its entirety and replaced with;

(b) The requirements of differentiated accountability require termination of this Agreement, or are amended by the Florida Legislature or FDOE thereby resulting in the purpose of this Agreement being terminated (for example, whether the District is no longer required to enter into this Agreement or whether the District is required to select a different option for the School)

2. Paragraph 10, Term: Renewals, is deleted in its entirety and amended to read as follows:

The term of this Agreement commences upon the date last signed by all parties and ends at the end of the business day on June 30, 2021. There shall be one (1) potential annual renewal for the 2021-2022 school year. The District will notify the Contractor in writing of its option to exercise any annual renewal no later than before the commencement of the next renewal term, and if renewed, the fees will be as outlined in Exhibit B. Further, the effectiveness of any exercised renewal term is subject to the same conditions described in section 2 of original agreement (it being understood, for example, that if any of the conditions set forth in section 2 occur, then this Agreement will terminate according to the provisions of section 2).

3. Paragraph 11, Fees and Expenses, section (a) is deleted in its entirety and amended to read as follows:

(a) The Contractor will be compensated for services rendered. For all the services actually, timely, and faithfully rendered by Contractor, the District agrees to pay Contractor for services set forth in Exhibit B, in an aggregate maximum indebtedness amount not to exceed Two Hundred Thirty-Two Thousand, Five Hundred dollars and 00/100 (\$232,500.00). Contractor will remit a proper invoice for the component of service described in Exhibit B in such a form and containing such documentation as may reasonably be required by the District to substantiate the charges (including timesheets, meeting agenda, training materials, and other artifacts), and such invoice will be delivered according to the schedule specifically set forth in Exhibit B. The District will make payment to Contractor in accordance with Sections 218.70 et sq. Fla. Stats. (2019), Local Government Prompt Payment Act, after receipt of an acceptable invoice, inspection, and acceptance of goods or services in accordance with the terms and conditions of this Agreement. Any penalty for delay in payment will be in accordance with applicable law. Contractor is responsible for payment of its travel, if any.

4. Amended **EXHIBIT B** attached.
5. In all other respects, the Original Agreement between the parties shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amended First Amendment as of the date set forth below.

ATTEST:

BY: Heidi Maier
Heidi Maier, Ed.D.,
Superintendent of Schools
and Ex-Officio Secretary to the Board

11 June 2020
Date:

THE SCHOOL BOARD OF MARION COUNTY, FLORIDA

BY: Eric Cummings
Eric Cummings, Board Chair

6/15/2020
Date:

JAYNE ELLSPERMANN, LLC

BY: Jayne Ellspermann
Jayne P. Ellspermann, Manager

June 11, 2020
Date:

Form Approved:

BY: Kelly Hamer
Kelly Hamer, Interim School Board Attorney

June 11, 2020
Date:

EXHIBIT B

Services, Continued

**Marion County Public Schools
Evergreen Elementary School
2020-2021**

External Operator Proposal and Budget
Jayne Ellspermann, LLC

Timeline	Description	Deliverable	Cost	Invoicing
Phase 3				
Preparation for 2020-2021				
July 2020	Review principal and administrative team	Confirm principal and administrative team.	\$30,000	\$30,000 invoiced no earlier than July 31, 2020
	Review of academic, attendance, and behavior data for 2018-2019 and 20192020	Detailed listing of all data with identification of positive trends and opportunities for improvement		
	Review and support completion of SIP and all budgets (local, state, federal)	The completion and submission of SIP and budgets aligning funds to the SIP.		
	Assess school utilization and instructional practices and materials	Completion of room assignment and identification of instructional materials and practices		
	Provide guidance on the completion of the master schedule, review current staff, and recruit to fill vacancies	Complete master schedule, identify staff to be transferred and fill of vacancies		
	Initiate contracts for services for the 2020-2021 school year and prep of EO staff	Completed contracts for services		
	Preschool professional development for all instructional and leadership staff	Agendas and rosters from professional development		

Phase 4				
Primary oversight and operation of school functions for the 2020-2021 school year				
August 2020	Professional development for the administrative team and instructional staff	Agendas and rosters from professional development	\$12,500	\$12,500 invoiced no earlier than August 31, 2020
	Instructional leadership and staff preparation for the opening of school	Teacher, Student, and Parent orientation plans, sign in sheets, agendas		
	Review of restorative practices, standards mastery data management, instructional feedback protocol	Identify best practices for replication and opportunities for improvement to target support of restorative practices, standards mastery data management and instructional feedback		
	Monitoring and supporting the acquisition of expected practices	Staff rosters, initial coaching plans for teachers, beginning of school baseline data		
September 2020	Review Blue Ribbon Schools of Excellence survey and assessment of school practices, results of year two survey and status of Action Plan Blueprint	BRSE Action Plan Blueprint. Results of year two survey. Status of district progress monitoring indicators including AP1	\$12,500	\$12,500 invoiced no earlier than September 30, 2020
October 2020	Ongoing administrative support, imbedded instructional professional development, data analysis and school oversight	Quarter 1 Progress Monitor data report, and data analysis for district and state reporting requirements including QSMA 1	\$12,500	\$12,500 invoiced no earlier than October 31, 2020
November 2020	Ongoing administrative support, imbedded instructional professional development, data analysis and school oversight	Pre mid-year data analysis on student academic performance, attendance, discipline, staffing, parent and community engagement, intervention analysis	\$12,500	\$12,500 invoiced no earlier than November 30, 2020
December 2020	Ongoing administrative support, imbedded instructional professional development, data analysis and school oversight. Review of implemented practices with adjustments for second semester	Quarter 2 district progress monitor data, report on first semester implementation of restorative practices, standards mastery data management, and instructional feedback protocol	\$12,500	\$12,500 invoiced no earlier than December 31, 2020

January 2021	Ongoing administrative support, imbedded instructional professional development, data analysis and school oversight	State required reporting and identification of shifts for second semester data analysis to include QSMA 2	\$12,500	\$12,500 invoiced no earlier than January 31, 2021
February 2021	Ongoing administrative support, imbedded instructional professional development, data analysis and school oversight	State required reporting and report based on monitoring of essential indicators of performance to include AP2	\$12,500	\$12,500 invoiced no earlier than February 28, 2021
March 2021	Ongoing administrative support, imbedded instructional professional development, data analysis and school oversight	State required reporting on Quarter 3 district progress monitoring data to include QSMA 3	\$12,500	\$12,500 invoiced no earlier than March 31, 2021
April 2021	Ongoing administrative support, imbedded instructional professional development, data analysis and school oversight	State required reporting to include benchmark assessments as available	\$12,500	\$12,500 invoiced no earlier than April 30, 2020
May 2021	Ongoing administrative support, data analysis and school oversight	State required reporting and review of state and district data for end of the year analysis to include AP3	\$12,500	\$12,500 invoiced no earlier than May 31, 2020
June 2021	End of the year review of all programs and systems	Quarter 4 state progress monitoring data and end of school year reports. Final school year report		
Monthly payments for the 2020-2021 school year			\$155,000	\$155,000
Summer 2021	Performance Payment withheld from contract for pending a school grade of C higher	School earns a C or higher the 2020-2021 school or year	\$77,500	\$77,500 Invoiced upon the state release of school grades*
Contract Total			\$232,500	\$232,500

*The potential final payment to Contractor of \$77,500 is subject to the District's allowance of Contractor to fully implement its turnaround plan for the school. Contractor is obligated, and understands and agrees, that it must send written notice to the District if the Contractor is unable to implement its turnaround plan based on the actions or inactions of the District. The Contractor shall provide the District ten (10) business days to cure Contractor's claim. If the District receives notice from the Contractor and fails to timely cure the Contractor's claim, then regardless of the School's grade for school year 2020-2021 the District shall remit the final payment to the Contractor in the amount of \$77,500.