

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

This Second Amendment ("**Second Amendment**") is made to that certain Agreement for Educational Management Services at Oakcrest Elementary School dated April 23, 2019, as First Amended on 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 10, Term: Renewals, is deleted in its entirety and amended to read as follows:

Term: Renewals: 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).

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

Fees and Expenses: (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.

3. Exhibit B of the Original Agreement is hereby amended and replaced with Exhibit B attached hereto.
4. 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 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

26 May 2020  
Date:

**THE SCHOOL BOARD OF MARION COUNTY, FLORIDA**

BY: Eric Cummings  
Eric Cummings, Board Chair

5/26/2020  
Date:

**JAYNE ELLSPERMANN, LLC**

BY: Jayne Ellspermann  
Jayne P. Ellspermann, Manager

5/20/2020  
Date:

**Form Approved:**

BY: Suzanne Green  
Suzanne Green, Interim School Board Attorney

5/26/2020  
Date:

**EXHIBIT B**

**Services, Continued**

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

External Operator Proposal and Budget  
Jayne Ellspermann, LLC

| <b>Timeline</b>                              | <b>Description</b>   | <b>Deliverable</b>  | <b>Cost</b> | <b>Invoicing</b>   |
|--|--|---|-------------|--|
| <b>Phase 3<br/>Preparation for 2020-2021</b> |  |   |             |  |
| July<br>2020                                 | Review principal and administrative team   | Confirm principal and administrative team.  | \$30,000    | \$30,000<br>invoiced no<br>earlier than<br>July 31, 2020 |
|  | Review of academic, attendance, and behavior data for 2018-2019 and 2019-2020                                  | 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   |             |  |

| <b>Phase 4</b>   |   |  |          |  |
|--|---|--|----------|--|
| <b>Primary oversight and operation of school functions for the 2020-2021 school year</b> |   |  |          |  |
| 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             |                  |  |
| <b>Monthly payments for the 2020-2021 school year</b> |   |   | <b>\$155,000</b> | <b>\$155,000</b>   |
| 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* |
| <b>Contract Total</b>                                 |   |   | <b>\$232,500</b> | <b>\$232,500</b>   |

\*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.