


THE SCHOOL DISTRICT OF ESCAMBIA COUNTY CURRICULUM AND INSTRUCTION SCHOOL BOARD AGENDA EXECUTIVE SUMMARY		Item Number: V.b.1.B.4.	
TITLE Contract Between the School Board of Escambia County, Florida and the Rensselaerville Institute		SUBMITTED BY: Steve Marcanio, Assistant Superintendent, C & I	
PERIOD OF GRANT/CONTRACT REQUEST July 18, 2018 - June 30, 2021	FUNDING SOURCE Title I /SAI	PROJECT COORDINATOR AND DEPARTMENT Denny Wilson, Director, Continuous Improvement	
AMOUNT OF FUNDING REQUEST - <i>Is amount more, less or same as last year?</i> <i>(Explain differences at end of Purpose section if additional space is required.)</i> \$664,000.00 for 2018-2019 N/A \$630,000.00 for 2019-2020 \$180,000.00 for 2020-2021		TOTAL PROJECT - <i>Is the amount more, less or same as last year?</i> \$1,474,000.00 N/A	
PURPOSE The purpose of this contract is to provide support for selected schools that includes professional development and consulting services in order to improve student outcomes.			
IMPLEMENTATION PLAN Each participating school principal will enter into a Memorandum of Understanding with the Rensselaerville Institute that details services and activities agreed to by both parties. Verifiable Turnaround Targets will be established for each school and progress towards achievement of learning targets will be monitored throughout the contract period.			
PARTICIPATING SCHOOLS/AGENCIES Warrington, Ensley, Navy Point, Holm, Montclair, Sherwood, Brentwood, West Pensacola Elementary School and Global Learning Academy 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	
ASSISTANT SUPERINTENDENT		DATE	DATE OF BOARD APPROVAL
		7/9/18	

**Contract Between
the School Board of Escambia County, Florida
and
the Rensselaerville Institute**

Parties to this contract agreement are:

1. **School Turnaround at The Rensselaerville Institute (hereinafter referred to as "TRI")**, with principal offices at Two Oakwood Place, Delmar, NY 12054
2. **Escambia County School Board (hereinafter referred to as "Board" or "District")**, with principal offices at 75 North Pace Blvd., Pensacola, Florida 32505

Memorandum of Understanding (hereinafter "MOU")

There is an attached MOU for each school that details strategies and activities related to the limited warranty that are agreed to by all contracting parties. Each contracting party will sign and date the MOU when the contract is executed, and each party understands that it will be incorporated by reference into and become part of the Agreement on that date.

Scope of Work (hereinafter "SOW")

The included SOW details the anticipated and agreed-upon activities and milestones within the designated timeframe. Changes to the SOW must be agreed to by each party.

Commitments

The Rensselaerville Institute commits to:

1. Adhering to all the activities outlined in the MOU and SOW.
2. Developing verifiable Turnaround Targets with each principal that are agreed upon by all parties herein as defining success of the Turnaround partnership (see attached MOU).
3. Providing, at minimum, the services specified in the MOU to achieve Turnaround Targets.

The **District** commits to:

1. Ensuring that each School Principal of each participating school agrees to: a) execute the MOU; b) adhere to all the activities outlined in the MOU; and c) act in good faith to support the turnaround work at each participating school.
2. Fully supporting the implementation of the actions and timelines specified in the MOU and the Scope of Work.
3. Paying fees totaling \$664,000 dollars for the 2018-19 school year partnership with nine schools referenced in the SOW. Fees are to be remitted to The Rensselaerville Institute per the fee schedule detailed in Exhibit A. The parties agree that this annual agreement will automatically renew for \$630,000 in the 2019-20 school year and \$180,000 in the 2020-21 school year. All costs, fees and expenses shall be paid in twelve (12) monthly installments of fifty-five thousand three hundred thirty-three dollars (\$55,333.00), commencing on July 31, 2018 for the 2018-19 school year. Fifty-two thousand five hundred dollars (\$52,500.00) shall be paid in twelve (12) monthly installments for the 2019-2020 school year. Fifteen thousand dollars (\$15,000.00) shall be paid in twelve (12) monthly installments for the 2020-2021 school year.

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

1. Risk Management Provisions

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

- a. Hold Harmless/Indemnification Agreement: Save and hold harmless, pay on behalf of, protect, defend, and indemnify the Board (including the Superintendent of Schools, the District, their officers, agents, and employees) from and against any demand, claim, suit, loss, expense, or damage that 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 actions or inaction of the Signer (including its sub-contractors, officers, agents, and employees) in the performance or intended performance of this Contract, 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 Contract.
- b. 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.

2. Required Insurance

TRI agrees to:

- a. 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.

b. 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).

c. 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 to and fully incorporated herein by reference.

Miscellaneous Provisions

1. **Background Check:** TRI agrees that each of the employees accessing school grounds or who have direct contract with students will undergo and meet Level 2 screening and fingerprinting requirements as described in 1012.465, F.S. The background checks shall be conducted by the Escambia County School District at the Rensselaerville's expense.
2. **Renewal/Non-Renewal/Terminations:** This contract may be amended by the mutual written consent of all Parties. 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.
3. **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 the jurisdiction and venue shall like in the Circuit Courts of Escambia County, Florida.
4. **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.
5. **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.
6. **Date 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.

**Contract Between
the School Board of Escambia County, Florida
and
the Rensselaerville Institute**

IN WITNESS WHEREOF, the Parties have made and executed this Contract on July 17, 2018 to be effective from July 18, 2018 through June 30, 2021.

THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA

By: _____

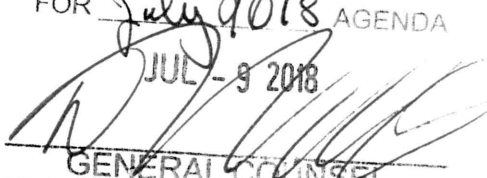
Gerald W. Boone, Chair

Date: _____

ATTEST:

By: _____

Malcolm Thomas, Superintendent

APPROVED FOR LEGAL CONTENT
FOR July 2018 AGENDA
JUL - 9 2018

GENERAL COUNSEL
ESCAMBIA COUNTY SCHOOL BOARD

THE RENSSELAERVILLE INSTITUTE

By: _____

Gillian Williams, President

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@ESCAMBIA.K12.FL.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:

Initials of Each Signatory:



Donna Sessions Waters
General Counsel
Escambia County School Board
75 North Pace Blvd.
Pensacola, FL 32505
02/21/2017

ESCAMBLA 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 construction to be performed by the Signer, the above required comprehensive general liability and auto liability insurance shall be in an amount not less than \$1,000,000 and 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 an Owners and Contractors General Liability Insurance policy in the amount of \$1,000,000 according to the same terms, provisions, conditions and requirements described in paragraph B1 of this addendum. The named insured on the Owners and Contractors General Liability Insurance policy shall be the School Board.

3. 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:

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

Initials of each

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
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 proposal 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 proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification of 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 it 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.

Certification

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are 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.

NAME OF APPLICANT	AWARD NUMBER AND/OR PROJECT NAME
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

ED 80-00014, 9/90 (Replaces GCS-009 (REV. 12/88), which is obsolete)

STUDENT DATA PRIVACY SPECIAL TERMS AND CONDITIONS ADDENDUM

This Student Data Privacy Special Terms and Conditions Addendum (“Addendum”) is between the District and Contractor, as previously identified in the attached Agreement. It is understood and agreed that the Contractor is performing institutional services and functions that will require student data to perform those services and functions (“Services”). It is further understood that the District controls the notification to parents and guardians regarding the release of student information to providers. This Addendum is issued to expand the definitions within and provide supplemental terms and conditions to the Agreement.

1. Definition, Use and Treatment of "Data"

In the course of performing Services, Contractor will obtain confidential student data. Student data includes all Personally Identifiable Information ("PII"), directory data, confidential student record information, and other non-public information. This data includes, but is not limited to student data, meta data (e.g. logs, cookies, web beacons, etc.), and user content ("Data Files"). Any data or metadata a 3rd party will collect (e.g. analytics, etc.) is a function of the use of the provider's service.

2. Data De-Identification

De-identified Confidential Data will have all direct and indirect personal identifiers removed, including any data that could be analyzed and linked to other data to identify the student or family member / guardian. This includes, at a minimum the following: student name, address, telephone numbers, email addresses, photograph, place and date of birth, attendance record, grade level, course enrollment information, physical descriptors and user ID number (or other unique personal identifier as necessary to participate in the services provided under this Agreement).

Furthermore, Contractor agrees not to attempt to re-identify de-identified Confidential Data and not to transfer de-identified Confidential Data to any party unless:

- (a) That party agrees in writing not to attempt re-identification, and
- (b) Contractor gives prior written notice to District and District provides prior written consent.

Contractor may use de-identified Confidential Data for internal product development and improvement, research, and with a written commitment of Contractor to compliance with current and future applicable laws. The following information may be retained and utilized by the Contractor in a de-identified format for Contractor internal purposes: attendance record, course enrollment information, and grade level.

3. No Marketing or Advertising

Contractor is prohibited from using Confidential Data to:

- (a) Market or advertise to students or families / guardians;
- (b) Inform, influence or enable marketing, advertising or other commercial efforts by a third party; or
- (c) Develop a profile of a student, family member / guardian or group, for any commercial purpose other than providing the Service to District.

4. Notification of Amendments to Policies

4.1. Contractor shall not change how Confidential Data is collected, used or shared under the terms of the Agreement, without advance written notice to the stated Agreement point(s) of contact for Notice and prior written consent from District.

4.2. Contractor shall provide prior written notice to District of any material changes to its terms of service, terms and conditions of use, license agreement and/or privacy policies that would alter the way student data, designated as confidential or not, is collected, stored, handled, disseminated or distributed, at least thirty (30) days prior to the implementation of any such change. District must approve changes in writing, which will not be unreasonably withheld.

4.3. It is understood and agreed that only the terms and conditions set forth in the Agreement, inclusive of this Addendum, as duly executed between the District and Contractor, will be binding, regardless of whether a student or other user "accepts" the terms and conditions presented upon logging in, an email notification is generated or a revision is posted to the Contractor's website.

5. Data Collection

Contractor will only collect, process and store the Confidential Data that is necessary and provided by the District in order to provide Service(s) to the District under this Agreement. Contractor will not attempt to or collect, process or store Confidential Data or other data related to students, families or guardians, which is or may be available from third parties. To do so will be viewed as a material breach of the Addendum and will be handled in accordance with the Agreement.

6. Data Analysis and Mining

Contractor is prohibited from analyzing or mining Confidential Data for any purpose other than delivering the Service to District under this Agreement, or improving the Service for District. Analysis and mining of Confidential Data to support marketing, advertising or other commercial ventures, whether by Contractor or a third party, are prohibited.

7. Data Sharing and Re-Disclosure

7.1 District understands that Contractor may rely on one (1) or more sub-contractors to provide the Service under this Agreement, which may have access to Confidential Data. At all times, the Contractor warrants and agrees to be held liable and fiscally responsible for the deliberate and/or unintentional acts and/or omissions of sub-contractors utilized in the performance of these Services who fail to adhere to the requirements for data confidentiality and security contained in the executed Agreement between the District and Contractor.

7.2 Contractor is also prohibited from further disclosing any Confidential Data unless re-disclosure is:

- (a) Only in furtherance of providing the Service to District, and recipients of re-disclosed Confidential Data agree in writing to comply with the terms of this Student Data Privacy Special Terms and Conditions and related federal and state laws / regulations that protect Confidential Data, or;
- (b) Required to ensure legal and regulatory compliance, or;
- (c) In response to a judicial process in a court in the state of Florida, or;
- (d) To protect the privacy of Confidential Data, the safety of users or others, or the security of the Service.

If any of the four (4) permitted re-disclosure events noted above occurs, Contractor will immediately notify District in writing to the person(s) listed in the "Notices" section of the Agreement. Such notification, notwithstanding unforeseen events, will occur no later than three (3) business days from notice of request to Contractor.

8. Data Transfer and Destruction

Upon notice from District, Contractor will ensure that:

- (a) A complete, readable and usable copy of all Confidential Data in Contractor's possession will be delivered to District within sixty (60) days or as otherwise noted in a mutually executed migration plan, following notice from District, and;
- (b) This copy of all Confidential Data will be provided in a standard format with standard delimiters and a matching data dictionary, mutually agreeable and sufficient to enable efficient transfer of the Confidential Data to a new system, and;
- (c) This copy must include all Confidential Data which may have been re-disclosed to or held by sub-contractors or agents of Contractor, and;
- (d) Following notice of acceptance of this copy of all Confidential Data by District, Contractor will permanently destroy all copies of Confidential Data held by Contractor or re-disclosed by Contractor, e.g. to Contractor's agents, sub-contractors or business partners. Permanent destruction of this Confidential Data must be non-recoverable. It is

recommended that the Contractor meet either the Department of Defense (“DoD”) standard 5220.22-M or the processes recommended by National Institute of Standards and Technology (“NIST”) Special Publication 800-88, and;

(e) Within ninety (90) days of notice, Contractor will deliver a written confirmation to District certifying that the permanent destruction of all Confidential Data held by Contractor and Contractor’s sub-contractors, agents and business partners has been completed.

9. Rights and License to Confidential Data and Intellectual Property

The parties agree that:

- (a) All rights to Confidential Data and derivative works created from Confidential Data shall remain the exclusive property of District, and;
- (b) All rights to District intellectual property shall remain the exclusive property of District and District students and staff, and;
- (c) Contractor may not transfer Confidential Data or District intellectual property to any third party without prior written authorization from the District, and;
- (d) District grants to Contractor a limited, nonexclusive license to use, process and store the Confidential Data and District intellectual property solely for the purpose of delivering the Service to District under the terms of the Agreement, and;
- (e) This limited, nonexclusive license granted to Contractor by District expires when the Agreement is terminated unless otherwise agreed to in writing between Contractor and District resulting from a mutually executed migration document.

10. Confidential Data: Access, Changes, Copies and Removal

At any time and upon District’s request, any Confidential Data held by Contractor will be made available to District, may be changed by District, may be deleted in whole or in part by District, and may be copied by District.

11. Security Framework and Standards

Contractor will operate the Service and collect, process and store Confidential Data in accordance with NIST data security standards and current industry best practices, and maintain all technologies, policies, procedures and practices necessary to secure and protect the confidentiality and integrity of Confidential Data, and prevent unauthorized access, disclosure and use. Contractor will, at a minimum:

- (a) Restrict access to the Service and Confidential Data to only those individuals that require access in order for Contractor to provide the Service to District, and;
- (b) Establish user IDs and authentication as necessary to protect access to Confidential Data, and protect all such user credentials from unauthorized access or use, and;
- (c) Always protect all Confidential Data with strong encryption, at rest and in transit, and;

- (d) Prevent hostile or unauthorized intrusion that could compromise confidentiality, result in data corruption, or deny access to or the proper operation of the Service, and;
- (e) Prevent and detect computer viruses and malware from spreading through the use of the Service, e.g. via e-mail, files, documents, messages, other data or the required use of insecure client-side applications, and;
- (f) Detect and prevent the unauthorized re-disclosure of Confidential Data by Contractor employees or agents, and;
- (g) Provide prior notice to District of any planned system change that may impact the security of Confidential Data.

Contractor acknowledges and agrees that this Agreement is for the purpose of sharing Data Files between the parties in a manner consistent with the Family Educational Rights and Privacy Act ("FERPA"). The Data Files will be used by the Contractor and its employees to populate student data only for the purpose of delivering these Services. Contractor further acknowledges and agrees that all copies of such Data Files, including any modifications or additions to Data Files or any portion thereof from any source, are subject to the provisions of this Agreement in the same manner as the original Data Files.

12. Data Breach

In the event of an unauthorized disclosure of Confidential data, Contractor shall, pursuant to the following procedure: notify District in writing to: ECSDdatabreach@escambia.k12.fl.us within three (3) days of its determination that it has experienced a data breach, breach of security, privacy incident or unauthorized acquisition or use of any Data Files and/or any portion thereof contained therein. Contractor is aware and agrees that this is the only instance in which email notification is accepted and only in relation to actual, suspected, or potential data breaches. Any other use of this email for notification, including changes to Terms and Conditions, Privacy, etc. are hereby dismissed and will not constitute an approved change to the Agreement. Contractor agrees that said notification shall include, to the extent feasible, the date or approximate dates of such incident and the nature thereof, the specific scope of said breach (i.e., what data was accessed, used, released or otherwise breached, including the names of individual students that were affected by said breach) and what actions or steps with respect to the incident that Contractor plans to take or has taken in response to said breach. Additionally, Contractor agrees to adhere to all requirements in federal law with respect to a data breach related to the Data Files, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach. Contractor further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Data Files or any portion thereof, including

personally identifiable information and agrees to provide District, upon request, with a copy of said written incident response plan.

Exhibit A – Scope of Work

The following proposed Scope of Work assumes a 3-year partnership. Cost reflects participation with the following Escambia County Schools:

1. Warrington Elementary School
2. Holm Elementary School
3. Navy Point Elementary School
4. Brentwood Elementary School
5. Ensley Elementary School
6. Global Learning Academy
7. Montclair Elementary School
8. West Pensacola Elementary School
9. Sherwood Elementary School

Turnaround Readiness and Preparation			
Description	Milestones	Timing	Cost
TRI will work with school leadership and district personnel to understand strengths and challenges in areas of data analysis, assessment, curriculum, professional development, human resources, teaching and learning, community/family engagement, and leadership team.	Planned support to schools is aligned to district initiatives and School Turnaround approach.	June 2018	\$31,500 <i>\$3,500 per school</i>
TRI will provide district leadership, board members and key district staff on Turnaround Strategies and Framework to align support of turnaround principals.	Key school personnel actively support school leaders as they implement turnaround at the school level.	June/July 2018	\$2,500
Outcome: District and schools are prepared to engage in School Turnaround			
Total Cost for Readiness & Preparation = \$34,000			

Core Turnaround Implementation – 2 years (cost is per year)			
Description	Milestones	Timing	Cost
School Turnaround Core Program: <ul style="list-style-type: none"> • Partnership with a turnaround specialist 10 site visits during school year • Model classroom training and set up • Monthly collaborative cohort meetings • Participation in the following conferences (all fees, travel and materials included): <ul style="list-style-type: none"> ○ Initial training in Summer 2018 for principal and two team members ○ Mid-year conference 2019 & 2020 ○ Assessment and Learning national conference Summer 2019 & 2020 	Data supports progress in academic achievement indicators. Quarterly leadership assessments demonstrate progress in turnaround leader behaviors.	July 2018- June 2020	\$540,000 (per year) <i>\$60,000 per year per school</i>
TRI collaborates with district and each school to align assessments and data tools to curriculum and creating more effective classrooms.	Leadership and teachers use data daily to inform and improve instruction.	July 2018- June 2020	\$90,000 <i>\$10,000 per year per school</i>

Outcome: Schools meet or exceed their two-year academic targets

Total Cost for Core Program *per year* = \$630,000

Durability and Local Ownership – 1 year

Description	Milestones	Timing	Cost
School Turnaround helps principals shift focus to expanding leadership within the school, deepening the turnaround approach and introducing innovation. This will be facilitated through webinars and continued access to turnaround specialists.	Principals maintain an upward trajectory on core assessment indicators	July 2020- June 2021	\$180,000 per school year <i>\$20,000 per school</i>

Outcome: Schools maintain upward trajectory for achievement

Total Cost for Durability & Ownership = \$180,000

Cost Summary – 3 Years

Phase	Cost
Readiness and Preparation (Spring 2018)*	\$34,000*
Core Program (July 2018-June 2019) – year 1	\$630,000
Core Program (July 2019-June 2020) – year 2	\$630,000
Durability and Local Ownership (July 2020-June 2021)	\$180,000

Fees will be invoiced monthly and receipt expected within net 30 to avoid penalties.

*A separate additional invoice for \$22,000 was submitted for the initial assessment of schools and due diligence work conducted by School Turnaround prior to this contract.

Memorandum of Understanding

Warrington Elementary School

The following details the activities that are agreed to by all contracting parties. Parties to this agreement are:

1. School Turnaround at The Rensselaerville Institute, with principal offices at Two Oakwood Place, Delmar, NY 12054
2. Tim Rose at Warrington Elementary School, with principal offices at 220 N. Navy Blvd. Pensacola, FL 32507
3. Escambia County School District, with principal offices at 75 North Pace Blvd, Pensacola, Florida 32505

Commitment to Services and Activities

The Rensselaerville Institute commits to providing the services specified below. The School Principal and Superintendent commit to participating fully in these services as specified below.

1. School Turnaround will train the School Principal and team in diagnosing the school, setting targets, and using strategies to create a Turnaround Design for the school at a conference in summer 2018. This design will include targets and will be provided to School Turnaround at the conclusion of the Turnaround Conference. School Turnaround will review and certify the targets and provide them to the school board.
2. School Turnaround will provide an appropriate Turnaround Specialist who will be assigned to support the School Principal.
3. The Turnaround Specialist and School Principal shall determine the dates for the prescribed number of site visits based on the terms of the contract. Each site visit will last one full school day in duration and requires the presence of the principal. Site visits will be guided by the agenda developed by the Turnaround Specialist in conjunction with input from the School Principal. Furthermore, the Turnaround Specialist will provide a written summary of the visit and next steps to be undertaken as agreed upon by the principal and specialist.
4. The Turnaround Specialist and the School Principal will be in contact with each other on a weekly basis, at minimum, via e-mail or telephone regarding actions and progress toward meeting targets. Scheduled vacations will be the exception. The School Principal will be responsible for responding in verbal or written form to any contact made by the Turnaround Specialist.
5. School Turnaround will provide regular cohort meetings and technical assistance.
6. School Turnaround will host Mid-Year Conferences in January 2019 and January 2020 as well as Assessment and Learning Conferences in June 2019 and June 2020. The School Principal will participate fully and in the entirety of these conferences.

Limited Warranty

If a minimum of two target(s), as set by the School Principal with agreement from School Turnaround, are not met within two years, School Turnaround will: a) refund all funds coming directly from the school or district for the year that targets are not met; or b) commit up to 12 additional months of support without additional cost until the turnaround target(s) are met, at the discretion of School Turnaround.

This warranty is conditional on the following behaviors of School Turnaround, the Superintendent and the School Principal:

1. School Turnaround and the School Principal set and agree to targets for core subjects and grade levels.
2. No change in School Principal (i.e. the individual who executes this MOU) during the school year inclusive of extended absences or duties assigned outside of school leadership role. Exceptions to this must be agreed to by both parties to the contract in writing.
3. School Principal executes and fulfills all provisions of the signed MOU by the times specified therein.
4. School Principal fully completes and implements the Turnaround Design and delivers the design to School Turnaround by the time set in the MOU.
5. School Principal discloses any material, condition, or circumstance—including lack of progress against design—to Turnaround Specialist within three school days of becoming aware of any potentially adverse factor.
6. School Principal attends all conferences in their entirety, is available and present during all site visits, and both initiates and is responsive to weekly phone and e-mail contact with Turnaround Specialist.
7. School district fully supports and provides no major roadblocks or impediments, whether intended or not, to the School Principal's full implementation of the Turnaround Design.

The Rensselaerville Institute President, the School Principal, and Superintendent agree to the above.

Gillian Williams, President, The Rensselaerville Institute

Date

Tim Rose, Principal, Warrington Elementary School

Date

Malcolm Thomas, Superintendent, Escambia County Schools

Date

Memorandum of Understanding

Ensley Elementary School

The following details the activities that are agreed to by all contracting parties. Parties to this agreement are:

1. School Turnaround at The Rensselaerville Institute, with principal offices at Two Oakwood Place, Delmar, NY 12054
2. Rhonda Shuford at Ensley Elementary School, with principal offices at 501 E. Johnson Ave., Pensacola, FL 32514
3. Escambia County School District, with principal offices at 75 North Pace Blvd, Pensacola, Florida 32505

Commitment to Services and Activities

The Rensselaerville Institute commits to providing the services specified below. The School Principal and Superintendent commit to participating fully in these services as specified below.

1. School Turnaround will train the School Principal and team in diagnosing the school, setting targets, and using strategies to create a Turnaround Design for the school at a conference in summer 2018. This design will include targets and will be provided to School Turnaround at the conclusion of the Turnaround Conference. School Turnaround will review and certify the targets and provide them to the school board.
2. School Turnaround will provide an appropriate Turnaround Specialist who will be assigned to support the School Principal.
3. The Turnaround Specialist and School Principal shall determine the dates for the prescribed number of site visits based on the terms of the contract. Each site visit will last one full school day in duration and requires the presence of the principal. Site visits will be guided by the agenda developed by the Turnaround Specialist in conjunction with input from the School Principal. Furthermore, the Turnaround Specialist will provide a written summary of the visit and next steps to be undertaken as agreed upon by the principal and specialist.
4. The Turnaround Specialist and the School Principal will be in contact with each other on a weekly basis, at minimum, via e-mail or telephone regarding actions and progress toward meeting targets. Scheduled vacations will be the exception. The School Principal will be responsible for responding in verbal or written form to any contact made by the Turnaround Specialist.
5. School Turnaround will provide regular cohort meetings and technical assistance.
6. School Turnaround will host Mid-Year Conferences in January 2019 and January 2020 as well as Assessment and Learning Conferences in June 2019 and June 2020. The School Principal will participate fully and in the entirety of these conferences.

Limited Warranty

If a minimum of two target(s), as set by the School Principal with agreement from School Turnaround, are not met within two years, School Turnaround will: a) refund all funds coming directly from the school or district for the year that targets are not met; or b) commit up to 12 additional months of support without additional cost until the turnaround target(s) are met, at the discretion of School Turnaround.

This warranty is conditional on the following behaviors of School Turnaround, the Superintendent and the School Principal:

1. School Turnaround and the School Principal set and agree to targets for core subjects and grade levels.
2. No change in School Principal (i.e. the individual who executes this MOU) during the school year inclusive of extended absences or duties assigned outside of school leadership role. Exceptions to this must be agreed to by both parties to the contract in writing.
3. School Principal executes and fulfills all provisions of the signed MOU by the times specified therein.
4. School Principal fully completes and implements the Turnaround Design and delivers the design to School Turnaround by the time set in the MOU.
5. School Principal discloses any material, condition, or circumstance—including lack of progress against design—to Turnaround Specialist within three school days of becoming aware of any potentially adverse factor.
6. School Principal attends all conferences in their entirety, is available and present during all site visits, and both initiates and is responsive to weekly phone and e-mail contact with Turnaround Specialist.
7. School district fully supports and provides no major roadblocks or impediments, whether intended or not, to the School Principal's full implementation of the Turnaround Design.

The Rensselaerville Institute President, the School Principal, and Superintendent agree to the above.

Gillian Williams, President, The Rensselaerville Institute

Date

Rhonda Shuford, Principal, Ensley Elementary School

Date

Malcolm Thomas, Superintendent, Escambia County Schools

Date

Memorandum of Understanding

Navy Point Elementary School

The following details the activities that are agreed to by all contracting parties. Parties to this agreement are:

1. School Turnaround at The Rensselaerville Institute, with principal offices at Two Oakwood Place, Delmar, NY 12054
2. Monica Ford-Harris at Navy Point Elementary School, with principal offices at 1321 Patton Dr., Pensacola, FL 32507
3. Escambia County School District, with principal offices at 75 North Pace Blvd, Pensacola, Florida 32505

Commitment to Services and Activities

The Rensselaerville Institute commits to providing the services specified below. The School Principal and Superintendent commit to participating fully in these services as specified below.

1. School Turnaround will train the School Principal and team in diagnosing the school, setting targets, and using strategies to create a Turnaround Design for the school at a conference in summer 2018. This design will include targets and will be provided to School Turnaround at the conclusion of the Turnaround Conference. School Turnaround will review and certify the targets and provide them to the school board.
2. School Turnaround will provide an appropriate Turnaround Specialist who will be assigned to support the School Principal.
3. The Turnaround Specialist and School Principal shall determine the dates for the prescribed number of site visits based on the terms of the contract. Each site visit will last one full school day in duration and requires the presence of the principal. Site visits will be guided by the agenda developed by the Turnaround Specialist in conjunction with input from the School Principal. Furthermore, the Turnaround Specialist will provide a written summary of the visit and next steps to be undertaken as agreed upon by the principal and specialist.
4. The Turnaround Specialist and the School Principal will be in contact with each other on a weekly basis, at minimum, via e-mail or telephone regarding actions and progress toward meeting targets. Scheduled vacations will be the exception. The School Principal will be responsible for responding in verbal or written form to any contact made by the Turnaround Specialist.
5. School Turnaround will provide regular cohort meetings and technical assistance.
6. School Turnaround will host Mid-Year Conferences in January 2019 and January 2020 as well as Assessment and Learning Conferences in June 2019 and June 2020. The School Principal will participate fully and in the entirety of these conferences.

Limited Warranty

If a minimum of two target(s), as set by the School Principal with agreement from School Turnaround, are not met within two years, School Turnaround will: a) refund all funds coming directly from the school or district for the year that targets are not met; or b) commit up to 12 additional months of support without additional cost until the turnaround target(s) are met, at the discretion of School Turnaround.

This warranty is conditional on the following behaviors of School Turnaround, the Superintendent and the School Principal:

1. School Turnaround and the School Principal set and agree to targets for core subjects and grade levels.
2. No change in School Principal (i.e. the individual who executes this MOU) during the school year inclusive of extended absences or duties assigned outside of school leadership role. Exceptions to this must be agreed to by both parties to the contract in writing.
3. School Principal executes and fulfills all provisions of the signed MOU by the times specified therein.
4. School Principal fully completes and implements the Turnaround Design and delivers the design to School Turnaround by the time set in the MOU.
5. School Principal discloses any material, condition, or circumstance—including lack of progress against design—to Turnaround Specialist within three school days of becoming aware of any potentially adverse factor.
6. School Principal attends all conferences in their entirety, is available and present during all site visits, and both initiates and is responsive to weekly phone and e-mail contact with Turnaround Specialist.
7. School district fully supports and provides no major roadblocks or impediments, whether intended or not, to the School Principal's full implementation of the Turnaround Design.

The Rensselaerville Institute President, the School Principal, and Superintendent agree to the above.

Gillian Williams, President, The Rensselaerville Institute

Date

Monica Ford-Harris, Principal, Navy Point Elementary School

Date

Malcolm Thomas, Superintendent, Escambia County Schools

Date

Memorandum of Understanding

Holm Elementary School

The following details the activities that are agreed to by all contracting parties. Parties to this agreement are:

1. School Turnaround at The Rensselaerville Institute, with principal offices at Two Oakwood Place, Delmar, NY 12054
2. Kristin Cain at Holm Elementary School, with principal offices at 6101 Lanier Dr., Pensacola, FL 32504
3. Escambia County School District, with principal offices at 75 North Pace Blvd, Pensacola, Florida 32505

Commitment to Services and Activities

The Rensselaerville Institute commits to providing the services specified below. The School Principal and Superintendent commit to participating fully in these services as specified below.

1. School Turnaround will train the School Principal and team in diagnosing the school, setting targets, and using strategies to create a Turnaround Design for the school at a conference in summer 2018. This design will include targets and will be provided to School Turnaround at the conclusion of the Turnaround Conference. School Turnaround will review and certify the targets and provide them to the school board.
2. School Turnaround will provide an appropriate Turnaround Specialist who will be assigned to support the School Principal.
3. The Turnaround Specialist and School Principal shall determine the dates for the prescribed number of site visits based on the terms of the contract. Each site visit will last one full school day in duration and requires the presence of the principal. Site visits will be guided by the agenda developed by the Turnaround Specialist in conjunction with input from the School Principal. Furthermore, the Turnaround Specialist will provide a written summary of the visit and next steps to be undertaken as agreed upon by the principal and specialist.
4. The Turnaround Specialist and the School Principal will be in contact with each other on a weekly basis, at minimum, via e-mail or telephone regarding actions and progress toward meeting targets. Scheduled vacations will be the exception. The School Principal will be responsible for responding in verbal or written form to any contact made by the Turnaround Specialist.
5. School Turnaround will provide regular cohort meetings and technical assistance.
6. School Turnaround will host Mid-Year Conferences in January 2019 and January 2020 as well as Assessment and Learning Conferences in June 2019 and June 2020. The School Principal will participate fully and in the entirety of these conferences.

Limited Warranty

If a minimum of two target(s), as set by the School Principal with agreement from School Turnaround, are not met within two years, School Turnaround will: a) refund all funds coming directly from the school or district for the year that targets are not met; or b) commit up to 12 additional months of support without additional cost until the turnaround target(s) are met, at the discretion of School Turnaround.

This warranty is conditional on the following behaviors of School Turnaround, the Superintendent and the School Principal:

1. School Turnaround and the School Principal set and agree to targets for core subjects and grade levels.
2. No change in School Principal (i.e. the individual who executes this MOU) during the school year inclusive of extended absences or duties assigned outside of school leadership role. Exceptions to this must be agreed to by both parties to the contract in writing.
3. School Principal executes and fulfills all provisions of the signed MOU by the times specified therein.
4. School Principal fully completes and implements the Turnaround Design and delivers the design to School Turnaround by the time set in the MOU.
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6. School Principal attends all conferences in their entirety, is available and present during all site visits, and both initiates and is responsive to weekly phone and e-mail contact with Turnaround Specialist.
7. School district fully supports and provides no major roadblocks or impediments, whether intended or not, to the School Principal's full implementation of the Turnaround Design.

The Rensselaerville Institute President, the School Principal, and Superintendent agree to the above.

Gillian Williams, President, The Rensselaerville Institute

Date

Kristin Cain, Principal, Holm Elementary School

Date

Malcolm Thomas, Superintendent, Escambia County Schools

Date

Memorandum of Understanding

Global Learning Academy

The following details the activities that are agreed to by all contracting parties. Parties to this agreement are:

1. School Turnaround at The Rensselaerville Institute, with principal offices at Two Oakwood Place, Delmar, NY 12054
2. Judy LaBounty at Global Learning Academy, with principal offices at 100 North P Street, Pensacola, Florida 32505
3. Escambia County School District, with principal offices at 75 North Pace Blvd, Pensacola, Florida 32505

Commitment to Services and Activities

The Rensselaerville Institute commits to providing the services specified below. The School Principal and Superintendent commit to participating fully in these services as specified below.

1. School Turnaround will train the School Principal and team in diagnosing the school, setting targets, and using strategies to create a Turnaround Design for the school at a conference in summer 2018. This design will include targets and will be provided to School Turnaround at the conclusion of the Turnaround Conference. School Turnaround will review and certify the targets and provide them to the school board.
2. School Turnaround will provide an appropriate Turnaround Specialist who will be assigned to support the School Principal.
3. The Turnaround Specialist and School Principal shall determine the dates for the prescribed number of site visits based on the terms of the contract. Each site visit will last one full school day in duration and requires the presence of the principal. Site visits will be guided by the agenda developed by the Turnaround Specialist in conjunction with input from the School Principal. Furthermore, the Turnaround Specialist will provide a written summary of the visit and next steps to be undertaken as agreed upon by the principal and specialist.
4. The Turnaround Specialist and the School Principal will be in contact with each other on a weekly basis, at minimum, via e-mail or telephone regarding actions and progress toward meeting targets. Scheduled vacations will be the exception. The School Principal will be responsible for responding in verbal or written form to any contact made by the Turnaround Specialist.
5. School Turnaround will provide regular cohort meetings and technical assistance.
6. School Turnaround will host Mid-Year Conferences in January 2019 and January 2020 as well as Assessment and Learning Conferences in June 2019 and June 2020. The School Principal will participate fully and in the entirety of these conferences.

Limited Warranty

If a minimum of two target(s), as set by the School Principal with agreement from School Turnaround, are not met within two years, School Turnaround will: a) refund all funds coming directly from the school or district for the year that targets are not met; or b) commit up to 12 additional months of support without additional cost until the turnaround target(s) are met, at the discretion of School Turnaround.

This warranty is conditional on the following behaviors of School Turnaround, the Superintendent and the School Principal:

1. School Turnaround and the School Principal set and agree to targets for core subjects and grade levels.
2. No change in School Principal (i.e. the individual who executes this MOU) during the school year inclusive of extended absences or duties assigned outside of school leadership role. Exceptions to this must be agreed to by both parties to the contract in writing.
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5. School Principal discloses any material, condition, or circumstance—including lack of progress against design—to Turnaround Specialist within three school days of becoming aware of any potentially adverse factor.
6. School Principal attends all conferences in their entirety, is available and present during all site visits, and both initiates and is responsive to weekly phone and e-mail contact with Turnaround Specialist.
7. School district fully supports and provides no major roadblocks or impediments, whether intended or not, to the School Principal’s full implementation of the Turnaround Design.

The Rensselaerville Institute President, the School Principal, and Superintendent agree to the above.

Gillian Williams, President, The Rensselaerville Institute

Date

Judy LaBounty, Principal, Global Learning Academy

Date

Malcolm Thomas, Superintendent, Escambia County Schools

Date

Memorandum of Understanding

Montclair Elementary School

The following details the activities that are agreed to by all contracting parties. Parties to this agreement are:

1. School Turnaround at The Rensselaerville Institute, with principal offices at Two Oakwood Place, Delmar, NY 12054
2. Hollie Wilkins at Montclair Elementary School, with principal offices at 820 Massachusetts, Pensacola, FL 32505
3. Escambia County School District, with principal offices at 75 North Pace Blvd, Pensacola, Florida 32505

Commitment to Services and Activities

The Rensselaerville Institute commits to providing the services specified below. The School Principal and Superintendent commit to participating fully in these services as specified below.

1. School Turnaround will train the School Principal and team in diagnosing the school, setting targets, and using strategies to create a Turnaround Design for the school at a conference in summer 2018. This design will include targets and will be provided to School Turnaround at the conclusion of the Turnaround Conference. School Turnaround will review and certify the targets and provide them to the school board.
2. School Turnaround will provide an appropriate Turnaround Specialist who will be assigned to support the School Principal.
3. The Turnaround Specialist and School Principal shall determine the dates for the prescribed number of site visits based on the terms of the contract. Each site visit will last one full school day in duration and requires the presence of the principal. Site visits will be guided by the agenda developed by the Turnaround Specialist in conjunction with input from the School Principal. Furthermore, the Turnaround Specialist will provide a written summary of the visit and next steps to be undertaken as agreed upon by the principal and specialist.
4. The Turnaround Specialist and the School Principal will be in contact with each other on a weekly basis, at minimum, via e-mail or telephone regarding actions and progress toward meeting targets. Scheduled vacations will be the exception. The School Principal will be responsible for responding in verbal or written form to any contact made by the Turnaround Specialist.
5. School Turnaround will provide regular cohort meetings and technical assistance.
6. School Turnaround will host Mid-Year Conferences in January 2019 and January 2020 as well as Assessment and Learning Conferences in June 2019 and June 2020. The School Principal will participate fully and in the entirety of these conferences.

Limited Warranty

If a minimum of two target(s), as set by the School Principal with agreement from School Turnaround, are not met within two years, School Turnaround will: a) refund all funds coming directly from the school or district for the year that targets are not met; or b) commit up to 12 additional months of support without additional cost until the turnaround target(s) are met, at the discretion of School Turnaround.

This warranty is conditional on the following behaviors of School Turnaround, the Superintendent and the School Principal:

1. School Turnaround and the School Principal set and agree to targets for core subjects and grade levels.
2. No change in School Principal (i.e. the individual who executes this MOU) during the school year inclusive of extended absences or duties assigned outside of school leadership role. Exceptions to this must be agreed to by both parties to the contract in writing.
3. School Principal executes and fulfills all provisions of the signed MOU by the times specified therein.
4. School Principal fully completes and implements the Turnaround Design and delivers the design to School Turnaround by the time set in the MOU.
5. School Principal discloses any material, condition, or circumstance—including lack of progress against design—to Turnaround Specialist within three school days of becoming aware of any potentially adverse factor.
6. School Principal attends all conferences in their entirety, is available and present during all site visits, and both initiates and is responsive to weekly phone and e-mail contact with Turnaround Specialist.
7. School district fully supports and provides no major roadblocks or impediments, whether intended or not, to the School Principal's full implementation of the Turnaround Design.

The Rensselaerville Institute President, the School Principal, and Superintendent agree to the above.

Gillian Williams, President, The Rensselaerville Institute

Date

Hollie Wilkins, Principal, Montclair Elementary School

Date

Malcolm Thomas, Superintendent, Escambia County Schools

Date

Memorandum of Understanding

Sherwood Elementary School

The following details the activities that are agreed to by all contracting parties. Parties to this agreement are:

1. School Turnaround at The Rensselaerville Institute, with principal offices at Two Oakwood Place, Delmar, NY 12054
2. Kristen Danley at Sherwood Elementary School, with principal offices at 501 Cherokee Trail, Pensacola, Florida 32506
3. Escambia County School District, with principal offices at 75 North Pace Blvd, Pensacola, Florida 32505

Commitment to Services and Activities

The Rensselaerville Institute commits to providing the services specified below. The School Principal and Superintendent commit to participating fully in these services as specified below.

1. School Turnaround will train the School Principal and team in diagnosing the school, setting targets, and using strategies to create a Turnaround Design for the school at a conference in summer 2018. This design will include targets and will be provided to School Turnaround at the conclusion of the Turnaround Conference. School Turnaround will review and certify the targets and provide them to the school board.
2. School Turnaround will provide an appropriate Turnaround Specialist who will be assigned to support the School Principal.
3. The Turnaround Specialist and School Principal shall determine the dates for the prescribed number of site visits based on the terms of the contract. Each site visit will last one full school day in duration and requires the presence of the principal. Site visits will be guided by the agenda developed by the Turnaround Specialist in conjunction with input from the School Principal. Furthermore, the Turnaround Specialist will provide a written summary of the visit and next steps to be undertaken as agreed upon by the principal and specialist.
4. The Turnaround Specialist and the School Principal will be in contact with each other on a weekly basis, at minimum, via e-mail or telephone regarding actions and progress toward meeting targets. Scheduled vacations will be the exception. The School Principal will be responsible for responding in verbal or written form to any contact made by the Turnaround Specialist.
5. School Turnaround will provide regular cohort meetings and technical assistance.
6. School Turnaround will host Mid-Year Conferences in January 2019 and January 2020 as well as Assessment and Learning Conferences in June 2019 and June 2020. The School Principal will participate fully and in the entirety of these conferences.

Limited Warranty

If a minimum of two target(s), as set by the School Principal with agreement from School Turnaround, are not met within two years, School Turnaround will: a) refund all funds coming directly from the school or district for the year that targets are not met; or b) commit up to 12 additional months of support without additional cost until the turnaround target(s) are met, at the discretion of School Turnaround.

This warranty is conditional on the following behaviors of School Turnaround, the Superintendent and the School Principal:

1. School Turnaround and the School Principal set and agree to targets for core subjects and grade levels.
2. No change in School Principal (i.e. the individual who executes this MOU) during the school year inclusive of extended absences or duties assigned outside of school leadership role. Exceptions to this must be agreed to by both parties to the contract in writing.
3. School Principal executes and fulfills all provisions of the signed MOU by the times specified therein.
4. School Principal fully completes and implements the Turnaround Design and delivers the design to School Turnaround by the time set in the MOU.
5. School Principal discloses any material, condition, or circumstance—including lack of progress against design—to Turnaround Specialist within three school days of becoming aware of any potentially adverse factor.
6. School Principal attends all conferences in their entirety, is available and present during all site visits, and both initiates and is responsive to weekly phone and e-mail contact with Turnaround Specialist.
7. School district fully supports and provides no major roadblocks or impediments, whether intended or not, to the School Principal's full implementation of the Turnaround Design.

The Rensselaerville Institute President, the School Principal, and Superintendent agree to the above.

Gillian Williams, President, The Rensselaerville Institute

Date

Kristen Danley, Principal, Sherwood Elementary School

Date

Malcolm Thomas, Superintendent, Escambia County Schools

Date

Memorandum of Understanding

Brentwood Elementary School

The following details the activities that are agreed to by all contracting parties. Parties to this agreement are:

1. School Turnaround at The Rensselaerville Institute, with principal offices at Two Oakwood Place, Delmar, NY 12054
2. Jennifer Sewell at Brentwood Elementary School, with principal offices at 4820 N. Palafox Street, Pensacola, FL 32505
3. Escambia County School District, with principal offices at 75 North Pace Blvd, Pensacola, Florida 32505

Commitment to Services and Activities

The Rensselaerville Institute commits to providing the services specified below. The School Principal and Superintendent commit to participating fully in these services as specified below.

1. School Turnaround will train the School Principal and team in diagnosing the school, setting targets, and using strategies to create a Turnaround Design for the school at a conference in summer 2018. This design will include targets and will be provided to School Turnaround at the conclusion of the Turnaround Conference. School Turnaround will review and certify the targets and provide them to the school board.
2. School Turnaround will provide an appropriate Turnaround Specialist who will be assigned to support the School Principal.
3. The Turnaround Specialist and School Principal shall determine the dates for the prescribed number of site visits based on the terms of the contract. Each site visit will last one full school day in duration and requires the presence of the principal. Site visits will be guided by the agenda developed by the Turnaround Specialist in conjunction with input from the School Principal. Furthermore, the Turnaround Specialist will provide a written summary of the visit and next steps to be undertaken as agreed upon by the principal and specialist.
4. The Turnaround Specialist and the School Principal will be in contact with each other on a weekly basis, at minimum, via e-mail or telephone regarding actions and progress toward meeting targets. Scheduled vacations will be the exception. The School Principal will be responsible for responding in verbal or written form to any contact made by the Turnaround Specialist.
5. School Turnaround will provide regular cohort meetings and technical assistance.
6. School Turnaround will host Mid-Year Conferences in January 2019 and January 2020 as well as Assessment and Learning Conferences in June 2019 and June 2020. The School Principal will participate fully and in the entirety of these conferences.

Limited Warranty

If a minimum of two target(s), as set by the School Principal with agreement from School Turnaround, are not met within two years, School Turnaround will: a) refund all funds coming directly from the school or district for the year that targets are not met; or b) commit up to 12 additional months of support without additional cost until the turnaround target(s) are met, at the discretion of School Turnaround.

This warranty is conditional on the following behaviors of School Turnaround, the Superintendent and the School Principal:

1. School Turnaround and the School Principal set and agree to targets for core subjects and grade levels.
2. No change in School Principal (i.e. the individual who executes this MOU) during the school year inclusive of extended absences or duties assigned outside of school leadership role. Exceptions to this must be agreed to by both parties to the contract in writing.
3. School Principal executes and fulfills all provisions of the signed MOU by the times specified therein.
4. School Principal fully completes and implements the Turnaround Design and delivers the design to School Turnaround by the time set in the MOU.
5. School Principal discloses any material, condition, or circumstance—including lack of progress against design—to Turnaround Specialist within three school days of becoming aware of any potentially adverse factor.
6. School Principal attends all conferences in their entirety, is available and present during all site visits, and both initiates and is responsive to weekly phone and e-mail contact with Turnaround Specialist.
7. School district fully supports and provides no major roadblocks or impediments, whether intended or not, to the School Principal's full implementation of the Turnaround Design.

The Rensselaerville Institute President, the School Principal, and Superintendent agree to the above.

Gillian Williams, President, The Rensselaerville Institute

Date

Jennifer Sewell, Principal, Brentwood Elementary School

Date

Malcolm Thomas, Superintendent, Escambia County Schools

Date

Memorandum of Understanding

West Pensacola Elementary School

The following details the activities that are agreed to by all contracting parties. Parties to this agreement are:

1. School Turnaround at The Rensselaerville Institute, with principal offices at Two Oakwood Place, Delmar, NY 12054
2. Christine Baker at West Pensacola Elementary School, with principal offices at 801 N. 49th Ave., Pensacola, FL 32506
3. Escambia County School District, with principal offices at 75 North Pace Blvd, Pensacola, Florida 32505

Commitment to Services and Activities

The Rensselaerville Institute commits to providing the services specified below. The School Principal and Superintendent commit to participating fully in these services as specified below.

1. School Turnaround will train the School Principal and team in diagnosing the school, setting targets, and using strategies to create a Turnaround Design for the school at a conference in summer 2018. This design will include targets and will be provided to School Turnaround at the conclusion of the Turnaround Conference. School Turnaround will review and certify the targets and provide them to the school board.
2. School Turnaround will provide an appropriate Turnaround Specialist who will be assigned to support the School Principal.
3. The Turnaround Specialist and School Principal shall determine the dates for the prescribed number of site visits based on the terms of the contract. Each site visit will last one full school day in duration and requires the presence of the principal. Site visits will be guided by the agenda developed by the Turnaround Specialist in conjunction with input from the School Principal. Furthermore, the Turnaround Specialist will provide a written summary of the visit and next steps to be undertaken as agreed upon by the principal and specialist.
4. The Turnaround Specialist and the School Principal will be in contact with each other on a weekly basis, at minimum, via e-mail or telephone regarding actions and progress toward meeting targets. Scheduled vacations will be the exception. The School Principal will be responsible for responding in verbal or written form to any contact made by the Turnaround Specialist.
5. School Turnaround will provide regular cohort meetings and technical assistance.
6. School Turnaround will host Mid-Year Conferences in January 2019 and January 2020 as well as Assessment and Learning Conferences in June 2019 and June 2020. The School Principal will participate fully and in the entirety of these conferences.

Limited Warranty

If a minimum of two target(s), as set by the School Principal with agreement from School Turnaround, are not met within two years, School Turnaround will: a) refund all funds coming directly from the school or district for the year that targets are not met; or b) commit up to 12 additional months of support without additional cost until the turnaround target(s) are met, at the discretion of School Turnaround.

This warranty is conditional on the following behaviors of School Turnaround, the Superintendent and the School Principal:

1. School Turnaround and the School Principal set and agree to targets for core subjects and grade levels.
2. No change in School Principal (i.e. the individual who executes this MOU) during the school year inclusive of extended absences or duties assigned outside of school leadership role. Exceptions to this must be agreed to by both parties to the contract in writing.
3. School Principal executes and fulfills all provisions of the signed MOU by the times specified therein.
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6. School Principal attends all conferences in their entirety, is available and present during all site visits, and both initiates and is responsive to weekly phone and e-mail contact with Turnaround Specialist.
7. School district fully supports and provides no major roadblocks or impediments, whether intended or not, to the School Principal's full implementation of the Turnaround Design.

The Rensselaerville Institute President, the School Principal, and Superintendent agree to the above.

Gillian Williams, President, The Rensselaerville Institute

Date

Christine Baker, Principal, West Pensacola Elementary School

Date

Malcolm Thomas, Superintendent, Escambia County Schools

Date

PLACE HOLDER

Contract Between the School Board of Escambia County, Florida
and the Rensselaerville Institute

Board Meeting: July 17, 2018