THE SCHOOL DISTRICT OF ESCAMBIA COUNTY
CURRICULUM AND INSTRUCTION
SCHOOL BOARD AGENDA EXECUTIVE SUMMARY

Item Number: V.b.1.B.3.

TITLE	SUBMITTED BY:
Contract for External Operator Between the School Board of Escambia County, Florida and the Rensselaerville Institute	Steve Marcanio, Assistant Superintendent, C & I

PERIOD OF GRANT/CONTRACT/REQUEST	FUNDING SOURCE	PROJECT COORDINATOR AND DEPARTMENT
July 18, 2018 - June 30, 2023	SAI	Denny Wilson, Director, Continuous Improvement

AMOUNT OF FUNDING REQUEST – *Is amount more, less or same as last year? (Explain differences at end of Purpose section if additional space is required.)*	TOTAL PROJECT – *Is the amount more, less or same as last year?*
$350,000.00 for 2018-2019 N/A $175,000.00 for 2019-2020 $75,000.00 for 2020-2021	$600,000.00 N/A With year 4 and 5 costs determined at a future date

PURPOSE

The purpose of this contract is for the Rensselaerville Institute (TRI) to acts as the External Operator of Warrington Middle School pursuant to Section 1008.33(4)(b), F.S.

IMPLEMENTATION PLAN

When a school earns three consecutive school grades below a "C", a turnaround option plan must be selected and implemented for the school. The District has determined that a contract with an outside entity to serve as an external operator of Warrington Middle School is the best option for turnaround for its long-term success. TRI has met the requirements set forth in Florida Statute to provide support to improve the academic performance of Warrington Middle School.

PARTICIPATING SCHOOLS/AGENCIES

Warrington Middle School
The Rensselaerville Institute

ACTION REQUIRED

Board Approval

STRATEGIC ALIGNMENT – ***Include Pillar, Goal and Measurable Objective as outlined in the current Strategic Plan.***

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**
S Marcanio	7/9/18	

Revised: Jan 2016
Retention: 5 years

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

This Contract is entered into on July 17, 2018 by and between the SCHOOL BOARD of Escambia County, Florida (hereinafter referred to as "BOARD" or "DISTRICT"), with offices at 75 North Pace Blvd. Pensacola, Florida 32505, and The Rensselaerville Institute, Inc. (hereinafter referred to as "TRI"), with offices at 2 Oakwood Place, Delmar New York 12054 for services as an External Operator for Warrington Middle School (hereinafter referred to as "SCHOOL"), located at 450 South Old Corry Road, Pensacola, Florida 32507. BOARD, TRI, and SCHOOL shall herein be collectively known as "the Parties."

Statutory Authority

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

External Operator Mission

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

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

TRI's Responsibilities and Services

A. Comprehensive Needs Assessment

TRI Shall:

1. Complete a comprehensive needs assessment for SCHOOL between July 1, 2018 and September 1, 2018. The needs assessment shall become the basis for the 2018-19 school plan.
2. Review SCHOOL staff qualifications, leadership, staffing, instruction, curriculum, academic intervention systems, professional learning communities, data teams, common planning, instructional coaching, and the student assessment process.
3. Review all centralized DISTRICT supports to the SCHOOL, students, staff, and community which includes, but is not limited to, areas such as budget, facilities, supplies, maintenance, food service, transportation, technology infrastructure, and resources.
4. Develop a staffing plan. The staffing plan shall be implemented by TRI in coordination with DISTRICT.
5. Work with the DISTRICT or SCHOOL after the school year begins, making a good faith effort to address any additional needs identified.

B. General Oversight of SCHOOL

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

C. Staffing at SCHOOL

TRI shall have full authority to:

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

meet turnaround goals and social-emotional needs of students.

D. Curriculum, Instruction, Climate, and Culture

TRI will:

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

E. Students with Disabilities

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

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

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

F. English Language Learner (ELL/EL).

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

G. Subgroups. TRI will address the needs of all subgroups with a focus on the economically disadvantaged and traditionally underserved populations. They will offer a comprehensive program that utilizes proven instructional strategies to cultivate lifelong learners equipped

with the skills, knowledge, and habits for success.

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

I. Budgeting. TRI will work collaboratively with DISTRICT leadership to prepare an operating budget for the SCHOOL and align resources to the SCHOOL's needs. The budget details will be collaboratively agreed upon between TRI, the Superintendent, and appropriate staff.

J. Reporting. TRI will make monthly progress reports to DISTRICT through the Superintendent who will keep the BOARD apprised.

Board's Responsibilities and Services

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

A. Instructional Personnel. All personnel assigned to the SCHOOL will be BOARD employees with their salaries and benefits paid from DISTRICT funding. BOARD will budget and pay for staffing at SCHOOL as mutually agreed upon by TRI and BOARD. Incentive pay will be provided as is mutually agreed upon with both Parties to encourage teachers to work and remain in the SCHOOL for the duration of the Contract. Incentive pay will follow the flexibility already existing in salary schedules and in the Memorandum of Understanding (MOU) executed with the Collective Bargaining Unit, unless it is necessary to renegotiate terms of the MOU with the Collective Bargaining Unit to facilitate placement of critical staff at the SCHOOL to ensure its successful improvement. BOARD will ensure that staffing of the SCHOOL is consistent with staffing ratios established for the DISTRICT with any variation of pay or incentive pay subject to reasonable budgetary constraints.

B. Educational Support Personnel. BOARD will budget and staff for all non-academic functions such as bookkeeping, clerical, custodial, food service and transportation personnel.

C. SCHOOL Funding. BOARD will provide all funding the SCHOOL would normally receive, including entitlement funding available in all federal programs. BOARD will also ensure SCHOOL is included in applications for competitive grant funding as appropriate to its needs.

D. Transportation. BOARD will receive all revenue pertaining to, and retain primary responsibility for, provision, staffing, and payment for all SCHOOL transportation for students who reside within the SCHOOL's attendance or attend the SCHOOL pursuant to

BOARD policies and as required by law. Transportation for non-program activities will be provided to the same extent as is provided to all DISTRICT schools.

E. Food Service. BOARD will receive all revenue pertaining to, and retain primary responsibility for, provision, staffing, and payment for all SCHOOL food service at a level of service comparable to other DISTRICT schools. This includes collection of any required documentation necessary for provision of free and reduced-price meals.

F. Facility Maintenance and Security. BOARD will maintain and repair, at its expense, the facility and grounds and provide security and all utilities in a manner consistent with other DISTRICT schools. BOARD will be responsible for the facility and will remain responsible for any loss or damage or any liability resulting from use of its property. All real and personal property at the SCHOOL shall remain the property of BOARD.

G. Furniture, Fixtures, Equipment, Supplies and Educational Materials. BOARD will provide the same furniture, fixtures, equipment, supplies and educational materials in a manner consistent with other DISTRICT schools with comparable SCHOOL populations.

H. Technology Tools. BOARD will ensure that all students and staff are provided technology tools adequate to do their work at the same level as is provided in all other DISTRICT schools. BOARD will allow TRI full access to all technology equipment on the campus for instructional purposes; will continue to provide technology support for its optimal operation; and will work collaboratively with TRI to determine the need for additional or different technology, based on availability of funding.

I. Data Collection, Entry and Management. BOARD and SCHOOL personnel will have primary responsibility for all data collection, data entry and data management for the SCHOOL. This includes any data resulting from Saturday or summer academic programs that the Parties decide to implement to accelerate student progress.

J. Services to Students with Disabilities. In collaboration with TRI as more fully set forth above in this Contract, BOARD will continue to be responsible for compliance with all duties and obligations that it has as the LEA under applicable laws relating to students with disabilities, including exceptional student education and Section 504. BOARD will provide staff and services for the SCHOOL's students with disabilities in substantially the same manner as the DISTRICT provides such staff and services to other DISTRICT schools and in compliance with the law. BOARD will provide staff and services that are consistent with SCHOOL programs and general operations. Services shall include referral processes; evaluations; re-evaluations; eligibility determinations; placement decisions; compliance with mandates; development and implementation of IEPs and 504 Plans; behavioral support and creation of safety plans; and behavior improvement plans as necessary and consistent with services provided to all DISTRICT schools.

K. English Language Services. In collaboration with TRI as more fully set forth above in this Contract, BOARD will continue to provide EL services and support to SCHOOL students at the same level and in the same manner as it provides to other DISTRICT schools with similar populations.

L. Assessments. In collaboration with TRI as more fully set forth above in this Contract, SCHOOL will continue to use the DISTRICT's established interim/benchmark assessments and statewide summative assessments. All students at the SCHOOL shall participate in all required state assessments per Florida Statute (F.S.) section 1008.22. BOARD shall provide TRI with reports on DISTRICT and state assessments. The Parties have entered into a Student Data Privacy Agreement.

M. Tutoring, Before/Afterschool Programs. SCHOOL will provide tutoring services for students to help accelerate academic growth, which could include summer and Saturday schools programs. Tutoring programs will be designed and coordinated between the Parties to ensure that they are consistent and supportive to the SCHOOL instructional programs.

Mutual Consent and Decision Making Process

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

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

Governance

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

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

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

1. Any subcontract must clearly define each party's rights and responsibilities and fees for services with specific, reasonable, and feasible terms under which either party can

terminate the subcontract.

2. All equipment and furnishings purchased with public funds will be the property of BOARD, not the subcontractor.
3. A copy of any material changes to the Contract between the subcontractor and TRI shall be submitted to the DISTRICT within five (5) days of execution.
4. Any subcontractor will perform its duties in compliance with this Contract.

Education Program, Assessment, Curriculum, and Parental Support

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

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

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

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

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

TRI will commence a service-learning component that engages students in leadership, self-driven learning, and community service using Community Sparkplugs model.

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

SCHOOL will annually elect a School Advisory Council (SAC) comprised of school personnel, parents, students, and community members. Members will be responsible for development and implementation of the School Improvement Plan (SIP), per Florida Statutes, and recommendation for school recognition and other parent engagement budgetary expenditures, within constraints of allowable funding laws.

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

Education Record Retention and Confidentiality

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

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

Insurance and Indemnification

A. The Rensselaerville Institute agrees to:

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

during the term of this CONTRACT and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of Workers' Compensation insurance in the amount required by Florida Statutes Chapter 440, and Employer Legal Liability Insurance in the amount of one hundred thousand dollars ($100,000).

3. Purchase employees dishonesty/crime insurance for all TRI employees, including faithful performance of duty coverage for the SCHOOL's administrators/principal with an insurance carrier authorized to do business in the State of Florida and coverage shall be in the amount of no less than one million ($1,000,000.00) dollars per loss/two million ($2,000,000.00) dollars annual aggregate. In lieu of employee dishonesty/crime insurance, BOARD is willing to accept fidelity bond coverage of equal coverage amount.
4. Indemnify and hold harmless BOARD, its members, officers, employees and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from: negligence, intentional wrongful acts, misconduct or culpability of the Contractors members, officers or employees or other agents in connection with and arising out of any services within the scope of this Contract; TRI's material breach of this Contract; and any failure by TRI to pay its suppliers or any subContractors.
5. Indemnify, protect and hold the DISTRICT harmless against all claims and actions brought against the DISTRICT by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the SCHOOL except when BOARD supplied or required the SCHOOL to use that material, process, or appliance, and any claims or actions related to violation of any state or Federal statutes or regulations including those referenced in this Contract.
6. Abide by the attached addenda entitled, "Escambia School District Risk Management Addendum (Regular)" and "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," which are hereby agreed to and fully incorporated herein by reference.

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

C. TRI and BOARD shall:

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

Communications

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

1. Any use of the names, marks, logos, brands or other materials protected by trademark or copyright protections ("Materials") shall be used by the Parties only with the written permission of the other Party. All such rights of use of this Material shall cease at the termination of this Contract, unless both Parties agree otherwise in writing.
2. All media communications are to mention both Parties' brands and respective roles for the SCHOOL.
3. Both parties will proactively communicate this project internally and externally to ensure a positive, encouraging message about this opportunity to create a model school.
4. Both Parties will also collaborate on proactively communicating this project using parent, business, and community outreach strategies.
5. Both Parties will collaborate on promotional activities for staff, students, and the community. This may include posting of banners and other informational brochures.
6. Any specifically branded academic supplies must be paid for with available state and local resources. State and local resources to be used for this purpose must be within budget constraints placed on any and all DISTRICT schools and must be preapproved by BOARD.

Term of Contract

The term of this Contract shall be five (5) years commencing on July 1, 2018 and ending on June 30, 2023. However, because current legislation requires Warrington Middle School to get the grade of a "C" or better by June 2020, and in consideration that parties have lost six-months' time normally granted to planning for External Operator partnership, BOARD and TRI jointly reserve the right for either party to dissolve the partnership after two (2) years if a one (1)-year extension is needed to achieve the grade of "C" but not granted by the Florida Department of Education.

Renewal/Non-Renewal/Termination

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

Either Party may terminate this Contract in the event that the other Party fails to remedy a material breach of the Contract within thirty (30) days after written notice by the non-breaching Party. If the material breach would affect the health, safety, or welfare of students or is not reasonably capable of being cured, then no such notice shall be required.

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

In the sole discretion of the BOARD, it may terminate this Contract two (2) years early if it

determines that the final two years of support and gradual release to ensure durability and continued improvement are not necessary.

This Contract may be terminated immediately, if SCHOOL earns a "C" or better accountability grade on the 2018-2019 Florida State Assessment (FSA).

If any change in law, including without limitation statute, regulation, State Board rule, or applicable court order, is enacted after the Effective Date that will have a material adverse effect on the ability of any Party to carry out its obligations under this Contract, or which renders the services described herein unnecessary, such Party will, at its election and upon written notice to the other Party, request renegotiation of this Contract for purposes of complying with such changes in the law, with any such renegotiation to be undertaken in good faith. If the parties are unable to renegotiate and agree upon revised terms within thirty days (30) days after such notice of renegotiation, then this Contract shall be terminated effective at the end of the fiscal year in which such notice was given.

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

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

Payment

The External Operator shall receive compensation for services rendered at a fixed rate of three hundred fifty thousand dollars ($350,000.00) all inclusive. All costs, fees and expenses shall be paid in twelve (12) monthly installments of twenty-nine thousand one hundred sixty-six dollars and sixty-seven cents ($29,166.67), commencing on July 31, 2018 for the 2018-19 school year. One hundred seventy-five thousand dollars ($175,000.00) shall be paid in twelve (12) monthly installments of fourteen thousand five hundred eight-three dollars and thirty-three cents ($14,583.33) for the 2019-2020 school year. Seventy-five thousand dollars ($75,000.00) shall be paid in twelve (12) monthly installments of six thousand two hundred fifty dollars ($6,250.00) for the 2020-2021 school year. Submission of invoices shall specify the services performed to include training provided, hours and days worked, where the work was performed and a summary of work performed by the External Operator. Services will continue until June 2023 and the parties will project year four (4) and five (5) costs at a mutually determined date.

Miscellaneous Provisions

A. TRI Employee Background Checks: TRI agrees that each of the employees accessing SCHOOL grounds or who have direct contact with students will undergo and meet Level 2 screening and fingerprint requirements as described in 1012.465, F.S. The background checks shall be conducted by BOARD at TRI expense.

B. Amendment: This Contract may be amended by the mutual written consent of all Parties. Amendments shall require approval of the BOARD.

C. Assignment: This Contract may not be assigned without the express written consent of all Parties.

D. Choice of Laws: This Contract shall be governed by, construed and enforced in accordance with the laws of the State of Florida. In the event of litigation regarding this Contract, the Parties agree that jurisdiction and venue shall lie in the Circuit Courts of Escambia County, Florida.

E. Waiver: No waiver of any provision of this Contract shall be deemed or shall constitute a waiver of any other provision unless expressly stated in writing and signed by the Parties.

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

G. Drug and Alcohol Free: SCHOOL shall be drug and alcohol free.

H. Non-Discrimination: No Party to this Contract shall violate applicable anti-discrimination state and federal laws and regulations, including, but not limited to the Florida Education Equity Act, and Title IX.

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

J. Entire Contract: All prior representations, understandings and Contracts, whether written or oral, are superseded and replaced by this Contract. Therefore, this Contract shall constitute the full, entire, and complete Contract between the Parties.

K. Authority to Bind: Each person executing this Contract represents and warrants that he/she has the full power and authority to execute the Contract on behalf of the party for whom he/she signs.

L. Florida State Board of Education Approval Required: The terms of this Contract are subject to the State Board of Education's approval on July 18, 2018, of the DISTRICT's Turnaround Option Plan to implement the external operator option set forth in this Contract. If such approval is not given, then this Contract will be null and void and shall automatically terminate.

M. Data Sharing: Abide by the attached addendum entitled, "Student Data Privacy Special Terms and Conditions Addendum" which is hereby agreed to and fully incorporated herein

by reference.

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CONTRACT FOR EXTERNAL OPERATOR
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, 2023.

THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA

By: _____

Gerald W. Boone, Chair

Date: _____

APPROVED FOR LEGAL CONTENT
FOR July 2018 AGENDA
JUL - 9 2018
GENERAL COUNSEL
ESCAMBIA COUNTY SCHOOL BOARD

ATTEST:

By: _____

Malcolm Thomas, Superintendent

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

ESCAMBIA SCHOOL DISTRICT RISK MANAGEMENT ADDENDUM (REGULAR)

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

A. HOLD HARMLESS/INDEMNIFICATION AGREEMENT:

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

B. REQUIRED INSURANCE:

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

2. If this agreement involves 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.

PLACE HOLDER

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

Board Meeting: July 17, 2018