

MASTER ENGAGEMENT CONTRACT
BY AND BETWEEN
MGT OF AMERICA CONSULTING, LLC
AND
THE SCHOOL BOARD OF HAMILTON COUNTY, FLORIDA

THIS MASTER ENGAGEMENT CONTRACT (the "Contract"), is made and entered into by and between MGT OF AMERICA CONSULTING, LLC, a Florida Limited Liability Company, with offices located at 516 North Adams Street, Tallahassee, FL 32301 ("MGT") and The School Board of Hamilton County, Florida, with offices located at 5683 Highway 129 South, Suite 1, Jasper, FL 32052 (the "District"), and sets forth the parties' understanding pursuant to which MGT shall be engaged by District.

I. SCOPE OF WORK

The scope of work of MGT's services hereunder (the "Services") shall be set out in this Contract and in the Annexes to this Contract, which are attached to and incorporated by reference into this Contract. The term "Annex" shall include the attachments and Exhibits to an Annex.

The Annexes attached to and incorporated by reference into this Contract as of the Effective Date of this Contract are:

Annex No. 1 to Master Engagement Contract with Exhibit A: Concept: Model of External Operator Services; Attachment A Detailed Resume of On-Site External Operator Manager Dr. Susan Moxley; Attachment B to Annex 1 TOP Phase 2 HCHS Final 10 2 17; and Attachment C to Annex 1 TOP 2 Addendum final HCHS Final 10 2 17

Annex No. 2 to Master Engagement Contract, Insurance

Any Annexes, to be entered into after this Contract is entered into will be incorporated into and made part of this Contract only after they have been approved by the District at a public meeting and executed by both parties in the same manner this Contract is executed. Annexes shall specify the services to be performed by MGT, key MGT staff members assigned by MGT and accepted by the District to assist in the performance of such Services and the payment terms for such Services, as well as any other details specified by the parties. If this Contract and an Annex are in conflict, this Contract as it existed immediately prior to the approval of the conflicting Annex shall control unless the conflicting Annex expressly states it is modifying the conflicting provision in this Contract

It is the intent of the parties that this Contract and its performance by the parties shall satisfy all the requirements of Florida Law including but not limited to Section 1008.33(4)(b)3., Fla. Stat., and the requirements of the Florida Department of Education and the State Board of Education including but not limited to those regarding the District's obligation "to enter into a contract with an outside entity that has a demonstrated record of effectiveness to operate the school" pursuant to Section 1008.33(4)(b)3., Fla. Stat., and Rule 6A-1.099811(6)(d), F.A.C. . MGT has a proven history of moving schools and school districts forward in implementing and maintaining a system

of school improvement and education accountability under Sections 1001.42(18), 1008.33, 1008.34, 1008.345, and 1008.385, Florida Statutes,

II. STAFFING

MGT shall assign such staff members as identified in this Contract or in any subsequent Annex approved by MGT and the District to perform the Services.

III. FEES AND DISBURSEMENTS

MGT shall provide the Services for the professional fees set forth in this Contract or in any subsequent applicable Annex approved by MGT and the District.

All invoices submitted by MGT to the District shall be paid in keeping with the provisions of the LOCAL GOVERNMENT PROMPT PAYMENT ACT Ch. 218, Part II, Fla. Stat., subject to the following provisions of this Section III.

In the event that this Contract is terminated by the District without cause in advance of its scheduled Expiration Date, the District shall pay to MGT, pursuant to invoice, detailing any and all proper charges earned and/or incurred by MGT in connection with the Services pursuant to this Contract and the Annexes up to the time of its termination and shall indemnify MGT as provided in Section V.B. below. This payment obligation is subject to the following provisions of this Section III.

The parties acknowledge and agree that the District may not encumber and appropriate funds to make payments of professional fees or charges to MGT under this Contract and the Annexes unless the District has sufficient unencumbered funds in the District's general fund to do so and remain in compliance with the requirements of Section 1011.051 Fla. Stat. and any agreements the District has with the Florida Department of Education, the Florida Board of Education, and the Florida Auditor General's Office. If the District Determines that such funds are not available, this Contract may be terminated by the District. The District shall notify MGT at the earliest practicable time before such termination. No penalty shall accrue to the District in the event this provision is exercised, and the District shall not be obligated or liable to MGT for any future payments due or for any damages as a result of such termination.

Therefore, no professional fees or charges will be earned and/or incurred by MGT under this Contract and the Annexes including but not limited to ANNEX NO. 1 TO MASTER ENGAGEMENT CONTRACT unless and until the District has sufficient unencumbered funds in the District's general fund to pay both those professional fees or charges to MGT and the District's operating expenses and still maintain the minimum operating unencumbered fund balance required by Section 1011.051 Fla. Stat. and any agreements the District has with the Florida Department of Education, the Florida Board of Education, and the Florida Auditor General's Office.

IV. TERM AND TERMINATION

Notwithstanding anything to the contrary in this Contract, the parties agree that this Contract shall automatically terminate, and be of no further force and effect, upon the occurrence

of any of the following:

- (a) The Florida Department of Education issues a school grade of "C" or higher to Hamilton County High/Middle school (HCHS) for the 2017-18 school year (or any subsequent school year if this Contract is renewed), thereby resulting in HCHS exiting the statutory and/or regulatory requirement that the District enter into a contract with an outside entity that has a demonstrated record of effectiveness to operate the HCHS;
- (b) This Contract is subject to the condition precedent of prior approval in writing by the Florida Department of Education and the Florida Board of Education of the terms of this Contract and the qualifications of MGT as satisfying the provision of the District's Turnaround Option Plan Phase 2 for HCHS requiring the District to implement the external operator option as set forth in Section 1008.33(4)(b)3., Fla. Stat., and if such prior approval is not given or is revoked, then this Contract is null and void and shall automatically terminate.
- (c) Dr. Susan Moxley ceases to be the On-Site External Operator and key staff member on behalf of MGT under this Contract without the District's prior written consent.
- (d) A court of competent jurisdiction invalidates Section 1008.33(4)(b)3., Fla. Stat., or any other law or rule that requires that the District enter into a contract with an outside entity that has a demonstrated record of effectiveness to operate HCHS.
- (e) Due to the District's financial condition referred to in III above.

This Contract shall become effective on the date of the fifth business day after the date the Florida Department of Education has taken all the following actions in writing(s) delivered to the District: (1) issued a school grade for HCHS for the 2017-2018 school year lower than a "C"; (2) approved this Contract; and (3) approved MGT as required in IV.(b) above (the "Effective Date"). and shall remain effective through June 30, 2019 (the "Expiration Date"). Unless terminated for reasons otherwise set forth in this Contract. Either party shall have the right to terminate this Contract without cause by giving thirty (30) days' prior written notice to the other party (the "Termination Date").

V. GENERAL PROVISIONS

A. Modification, Cancellation or Suspension of Work

Upon consultation with MGT, District shall have the right to modify, cancel or suspend any and all plans, schedules or work in progress under any Annex, and, in such event, MGT shall immediately take proper steps to carry out such instructions.

B. General Indemnification

By District. In no event will the District's liability under this provision exceed the sum of \$200,000 per person or \$300,000 per occurrence. Subject to these contractual monetary limitations and defenses contained in Section 768.28, Florida Statutes (2017), to the extent that sovereign immunity has been waived by the Florida Legislature, the District agrees to indemnify and hold harmless MGT, its member, officers, employees and agents, harmless from any and all

claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees and costs, arising out of, connected with or resulting from: (a) the negligence, intentional wrongful act, misconduct or culpability of the District's board members, employees or other agents in connection with and arising out of the operation employee of the School, including without limitation, premises liability, liability for negligent supervision and retention of employees, and employer liability; (b) the District's violation of State or Federal law; and (c) any failure by the District to pay its own or the School's suppliers or any subcontractors. In addition, the District shall indemnify, protect and hold MGT harmless against all claims and actions brought against MGT 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 MGT supplied, or required District to use that material, process, machine, or appliance. The District shall not indemnify MGT for intentional or negligent conduct of MGT's employees.

21.2. By MGT. MGT agrees to indemnify and hold harmless the District, its board members, employees and agents, harmless from (a) any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees and costs, arising out of, connected with or resulting from the negligence, intentional wrongful act, misconduct or culpability of MGT's employees or subcontractors in performance of the services in this Contract; (b) violation of State or Federal law by MGT's employees in performance of the services in this Contract; (c) actual or alleged infringement of patent copyright, trade secret, or other proprietary or intellectual property rights in any work, material, process, machine or appliance supplied by MGT and (c) any failure by MGT after receipt of professional fees earned in accordance with Contract from the District to pay its own suppliers or any subcontractors for services rendered after the conditions precedent under IV(b) above are satisfied.

21.3. The District and MGT shall each have the option to defend such claims with their own counsel at the expense of the other party. If the District or MGT choose to not hire their own counsel to defend, the other Party shall assume the defense of any such claim and have authority in the defense thereof. The Parties' obligation to indemnify one another shall survive the termination of this Contract.

21.4. Notification of Third-Party Claim, Demand, or Other Action: The District and MGT 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 (a "third-party claim") and shall give each other a reasonable opportunity to defend the same at its own expense and with its own counsel, provided that the other party shall at all times have the right to participate in such defense at its own expense. If, within a reasonable amount of time after receipt of notice of a third-party claim, the District or MGT fails to undertake to defend, the other party shall have the right, but not the obligation, to defend and to compromise or settle (exercising reasonable business judgment) the third-party claim for the account. The District or MGT 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.

C. Confidentiality

MGT shall maintain in confidence all information and data relating to District, its services, products, business affairs, marketing and promotion plans or other operations and its associated companies which are disclosed to MGT by or on behalf of District (whether orally or in writing and

whether before, on or after the date of this Contract) or which are otherwise directly or indirectly acquired by MGT from District, or any of its affiliated companies, or created in the course of this Contract.

MGT shall ensure that it, its officers, employees and agents only use such confidential information in order to perform the Services, and shall not without District's prior written consent, disclose such information to any third-party nor use it for any other purpose; provided, however, that MGT shall have the right to disclose District's name and the general nature of MGT's work for District in pitches and business proposals.

The above obligations of confidentiality shall not apply to the extent that MGT can show that the relevant information:

- i) was at the time of receipt already in MGT's possession;
- ii) is, or becomes in the future, public knowledge through no fault or omission of MGT;
- iii) was received from a third-party having the right to disclose it; or
- iv) is required to be disclosed by law.

D. Non-Solicitation

For a period of 3 years after the Term of this Contract, Client shall not, without MGT's prior written consent, knowingly hire, engage or solicit the employment or services of any person who is or was during the term of this Contract employed by MGT and listed on the Annex to this Contract or an independent director of MGT. Client acknowledges that the specialized nature of MGT's proprietary information, trade secrets and other intellectual property are such that a breach of the foregoing covenant would necessarily and inevitably result in disclosure, misappropriation and/or misuse of such proprietary information, trade secrets and other intellectual property and, accordingly, Client acknowledges and agrees that such breach would impose unique and irreparable harm upon MGT and that MGT shall be entitled, in addition to its other rights and remedies, to require, by injunction or decree of specific performance, satisfaction in full of Client's obligations hereunder.

E. Force Majeure

Neither party shall be liable to the other party for any loss or damage of any kind or for any default or delay in the performance of its obligations under this Contract (except for payment obligations) if and to the extent that the same is caused, directly or indirectly, by fire, flood, earthquake, elements of nature, epidemics, pandemics, quarantines, acts of God, acts of war, terrorism, civil unrest or political, religious, civil or economic strife or any other cause beyond a party's reasonable control.

F. Exclusion of Liability caused by Political or Regulatory Decisions

While District has engaged MGT to assist it in dealing with certain regulatory or political decisions or actions that may adversely affect District's business, and while MGT has agreed to provide such assistance, MGT cannot be held responsible for and cannot be held liable to District for any loss, damage, or other adverse consequence that may result from any regulatory or

political decision or action being rendered against District or District's interests. Provided that nothing in this paragraph shall absolve MGT from liability to the District for and failure of MGT to perform its obligations arising under this Contract that cause in whole or in part the regulatory or political decisions or actions that adversely affect District's business.

G. Governing Law, Submission to Jurisdiction and Consent to Suit

This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Contract and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Third Judicial Circuit in Hamilton County, Florida.

H. intentionally deleted

I. Assignment

Neither party may assign any of its rights or delegate any of its duties or obligations under this Contract without the express written consent of the other party.

J. Partial Invalidity

In the event that any provision of this Contract shall be declared illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable and this Contract shall be interpreted and enforced as if such illegal or invalid provision had never been included herein provided that the consideration and mutuality of the Contract are not impaired.

K. Notices

When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. Copies of all such notices will also be provided to the email addresses set forth below. For the present, the Parties designate the following as the respective persons and places for giving notice:

To District:

Rex L. Mitchell, Superintendent of Schools

The School Board of Hamilton County, Florida

5683 US HWY 129 S Suite 1

Jasper, Florida 32052

Phone: 386-792-7802

Email: rex.mitchell@hamiltonfl.com

With a Copy to: James Estes Willingham, Jr., Esquire

1235 US HWY 129 NW

Jasper, Florida 32052

Phone: 386-79207330

Email: jay@jaywillingham.com

To MGT: Name of person: A. Trey Traviesa

MGT Consulting Group, LLC., of America Consulting, LLC

516 North Adams Street

Tallahassee, FL 32301

Phone: 850-386-3191

Email: TTreviesa@mgtconsulting.com

With a Copy to: Michelle L. Silva

4320 W. Kennedy Blvd. Ste. 200

Tampa, FL 33609

Phone: 941-730-5202

Email: MSilva@strategosgroup.com **L. Counterparts and**

Execution

This Contract and any Annexes may be executed in counterparts, each of which when so executed shall be deemed an original and all of which together shall constitute one and the same instrument. The counterparts of this Contract may be executed by electronic signature and delivered by facsimile, scanned signature, or other electronic means by any of the parties to any other party and the receiving party may rely on the receipt of this Contract so executed and delivered as if the original had been received.

M. Survival

Sections III, IV, and V of this Contract and the payment obligations described in the this Contract as well as the provisions of Annex No. 2 to Master Engagement Contract, Insurance shall continue as called for under this Contract notwithstanding the termination or expiration of the Contract .

N. Entire Contract

This Contract constitute the entire and only Contract between the parties respecting the subject matter hereof except for the current Agreement between the District and MGT for the services of MGT's agents Patricia Davenport, Educational Consultant, and Davenport Consulting, LLC, referred to in Annex No. I to this Contract. Each party acknowledges that in entering into this Contract it has not relied on any representation or undertaking, whether oral or in writing, save such as are expressly incorporated herein. Further, this Contract may be changed or varied only by a written Contract signed by the parties. Any purchase order provided by the District will be limited by, and subject to, the terms and conditions of this Contract. Additional or contrary terms, whether in the form of a purchase order, invoice, acknowledgement, confirmation or otherwise, will be inapplicable, and the terms of this Contract will control in the event of any conflict between such terms and this Contract.

O. Maintenance and Public Access to Records.

In compliance with Section 119.0701 Florida Statutes, MGT shall:

- A. Keep and maintain public records that would ordinarily and necessarily be required by District to perform the services provided by the MGT. Any documents created by MGT related to this Contract shall be considered a Public Record. This includes, without limitation, all financial, accounting, instructional, curriculum, testing, operational or service records or reports kept, generated or issued as a normal part of the services provided.
- B. Upon request from District's custodian of public records, provide District 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 in Chapter 119, Florida Statutes or as otherwise provided by law.
- 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 MGT does not transfer the records to District. MGT acknowledges that under the provisions of Section 1002.22, Florida Statutes, education records, as defined in the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. s. 1232g, and the federal regulations issued pursuant thereto, are confidential and

exempt from public records requests under the provisions of Section 119.07(1), Florida Statutes, and Section. 24(a), Article I of the Florida Constitution. In the event any complaint, administrative or judicial proceeding is filed against MGT or District or its officers, agents and employees for the wrongful disclosure of educational records by MGT or an officer, employee, agent, representative, contractor, or sub-contractors of MGT vendor. MGT will fully indemnify and defend District and District's officers, agents, volunteers and employees from costs, damages and attorney's fees due to such wrongful disclosure.

D. Upon completion of the Contract, at no cost to District, transfer to District all public records in possession of MGT or keep and maintain public records required by District to perform the service. If MGT transfers all public records to District upon completion of the Contract, MGT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If MGT keeps and maintains public records upon completion of the Contract, MGT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District, upon request from District's custodian of public records, in a format that is compatible with the information technology systems of the District. In any event, upon completion of the Contract, MGT will transfer to District any Education Records, as defined under the Family Educational Rights and Privacy Act ("FERPA"), which may be in MGT's possession and then destroy any copies of said Education Records in MGT's possession as required under FERPA by 34 CFR 99.31.

E. If MGT does not comply with a public records request, District shall be entitled to enforce these contract provisions by any legal or equitable means available, including, without limitation, damages, injunctive relief or both.

Failure of MGT to abide by the terms of this provision shall be deemed a material breach of this Contract. This provision shall survive any termination or expiration of this Contract. In the event a civil action is filed against MGT to compel production of public records where MGT has unlawfully refused to comply with the public records request within the time required by law, the Plaintiff may be entitled to recover its reasonable costs of enforcement, including reasonable attorney's fees from MGT as authorized by Section 119.0701, Florida Statutes (2016).

IF MGT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO MGT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, MGT MUST CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE SCHOOL BOARD OF HAMILTON COUNTY, FLORIDA, SUPERINTENDENT REX L. MITCHELL, TELEPHONE NUMBER (386) 792-7802, EMAIL ADDRESS: Rex.Mitchell@hamiltonfl.com; MAILING ADDRESS: THE SCHOOL DISTRICT OF HAMILTON COUNTY, FLORIDA, 5683 SOUTH US HIGHWAY 129, SUITE 1, JASPER, FLORIDA 32052.

P. EDUCATION RECORDS AND DATA.

Access to Education Records. To facilitate provision of the services in this Contract, the District will provide access to the On-Site External Operator to all student-related records and personally identifiable information contained in such records (collectively "Education Records") related to students at the School and such other Education Records at the District necessary for On-Site External Operator and MGT to carry out MGT's duties in this Contract. Pursuant to its obligations under the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232(g), and its implementing regulations, 34 CFR pt. 99, as each may be amended from time to time and the provisions of Section 1002.22, Fla. Stat., (all referred to as "FERPA"), the District acknowledges that, for purposes of this Contract, the On-Site External Operator is a school official with legitimate educational interests in the Education Records Disclosed to External Operator, pursuant to 34 CFR s. 99.31(a)(1). The District acknowledges that the On-Site External Operator may re-disclose Education Records to third parties in connection with provision of the services in this Contract, as provided in 34 CFR s. 99.33(b), provided that the On-Site External Operator shall, in advance, provide to the District the names of such parties and a brief description of such parties' legitimate educational interest in receiving such information. MGT and the On-Site External Operator are aware of the requirements of FERPA and the potential liability to parents and students of the District for violations under FERPA for and will indemnify and defend the District against any liability due to the improper disclosure of Education Records by the On-Site External Operator or MGT.

Q. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145 and is also requested pursuant to Section 287.133, Fla. Stat.

1. MGT certifies to the best of its knowledge and belief that it and its principals and staff and affiliates:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency from doing business with the Federal Government or the government or any public entity of the State of Florida.

B. Have not within a three-year period preceding this contract have been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property or anything defined as a public entity crime under Section 287.133, Fla. Stat.

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1.B. above of this certification.

D. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State or local) terminated for cause or default.

2. If MGT is unable to certify to any of the statements above in this certification, MGT shall attach an explanation to this Contract.

MGT agrees to notify the District within 30 days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgments, indictments, informations, or terminations as described in paragraphs 1(A) through 1(D) above, with respect to MGT or its principals.

R. Background Checks and Screening.

Level II Background Screening: Prior to any an officer, employee, agent, representative, contractor, or sub-contractors of MGT having contact with students of the District, such persons (hereinafter referred to as "MGT staff") must satisfy the following provisions which implement the requirements of Board Policy 8.28, Florida Statute Sections 435.04, 1012.315, 1012.32, 1012.465 (Jessica Lunsford Act), 1012.467 and 1012.468 are included as terms and conditions of this contract:

Finger Printing and Background Check:

MGT will follow procedures for obtaining MGT staff background screening as established by the DISTRICT. To that end MGT agrees to comply with all requirements of the District's Policy 8.28 and Policy 3.13 and the requirements of Florida Statutes Sections 435.04, 1012.315, 1012.32, 1012.465 (Jessica Lunsford Act) 1012.467 and 1012.468 and any applicable requirements under the new Health and Safety Standards under Chapter 65C-22 and 65C-20, F.A.C. and the 2016 amendments to Section 402.302, and follow-on revisions to 6M-4.620 F.A.C. and 65C-22.003 F.A.C. by certifying that MGT Staff have completed the mandatory background screenings as required by the referenced policies and statutes. These certifications will be provided to Philip H. Pinello the District's Director of Administrative Services or his designee in advance of MGT providing any/all services under this Agreement. These certifications must be

acceptable to Philip H. Pinello in his sole discretion. MGT will bear the cost of all fingerprinting and acquiring the background screening required hereunder and any/all fees imposed by the Florida Department of Law Enforcement and the District to conduct the searches and maintain the fingerprints provided with respect to MGT staff. MGT will indemnify and hold harmless District against liability in the form of physical or mental injury, death, or property damage resulting from the MGT's failure to comply with the requirements of these cited policies and statutes.

RECIPROCITY OF FLORIDA SCHOOL I.D. BADGES: If MGT staff have Level II clearances registered with another Florida school board, they may be able to obtain a DISTRICT vendor i.d. badge. MGT will contact Philip H. Pinello Director of Administrative Services or his designee office to verify such clearance and obtain an DISTRICT vendor I.D. badge.

All fingerprinting and background screening expenses will be paid by MGT. MGT will immediately notify the District and Philip H. Pinello or his designee when MGT discovers that any MGT staff who has contact with, or may have contact with the District's commits an act that would disqualify them from student contact, or has an item surface during the five (5) year re-screening that disqualifies them from working with students.

S. No Third Party Beneficiaries. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Contract. None of the parties intend to directly or substantially benefit a third party by this Contract. The parties agree that there are no third party beneficiaries to this Contract and that no third party shall be entitled to assert a claim against any of the parties based upon this Contract. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

T. Authority. Each person signing this Contract on behalf of either party individually warrants that he or she has full legal power to execute this Contract on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Master Engagement Contract as of the date first above written.

AGREED TO AND ACCEPTED:

Name: MGT OF AMERICA
CONSULTING, LLC

Signature

Name: A. Trey Traviesa

Title: Chief Executive Officer

Date

Address: 516 North Adams Street

Tallahassee, FL 32301

850.386.3191

FEIN: 81-0890071

Name: The School Board of Hamilton
County, Florida

Signature

Name: Johnny Bullard

Title: Chairman

Date

Signature

Name: Rex L. Mitchell

Title: Superintendent of Schools for the
School District of Hamilton County, Florida

Date

Address: 5683 Highway 129 South, Suite 1,
Jasper, FL 32052

FEIN:

APPROVED BY HAMILTON SCHOOL BOARD
ON 5/8/18
Rex L. Mitchell
SUPERINTENDENT

APPROVED AS TO FORM AND CONTENT:

By: _____

James Estes Willingham, Jr.

Attorney for the School Board of

Hamilton County, Florida

ANNEX NO. 1 TO MASTER ENGAGEMENT CONTRACT

DATED AS OF THE EFFECTIVE DATE OF THE MASTER ENGAGEMENT CONTRACT

This Annex No. 1 (this “Annex”) to the Master Engagement Contract (the “Contract”) by and between MGT of America Consulting, LLC (“MGT”) and The School Board of Hamilton County, Florida, (“District”), is incorporated by reference into the Contract and sets forth more of the parties’ understanding pursuant to which MGT shall provide the Services to District.

I. SCOPE OF WORK

Situation Statement:

Hamilton County High School (“HCHS”) is subject to the Turnaround Option Plan – Phase 2 with its TOP Cycle 2 Addendum (both referred to as the “TOP”). The TOP was approved by the Florida State Board of Education and is Attachment A to this Annex No. 1.

It is the intent of the parties that this Contract shall satisfy the requirements of the Florida Department of Education and the State Board of Education under the TOP and regarding the District’s obligation “to enter into a contract with an outside entity that has a demonstrated record of effectiveness to operate the school” pursuant to Section 1008.33(4)(b)3., Fla. Stat., and Rule 6A-1.099811(6)(d), F.A.C. The goal of this Contract between Hamilton County School Board (“District”) and MGT is to improve the learning gains of the students enrolled in HCHS in the 2018-2019 school year sufficiently to improve the School Grade of HCHS promulgated by Florida Department of Education (hereinafter referred to as “FLDOE”) to at least a “C” in School Year 2018-19 (herein referred to as the “Goal”)

MGT, MGT’s agents, and subcontractors including Dr. Susan Moxley (all hereinafter referred to as “MGT”) will use their best efforts in accomplishing the Goal under this Contract.

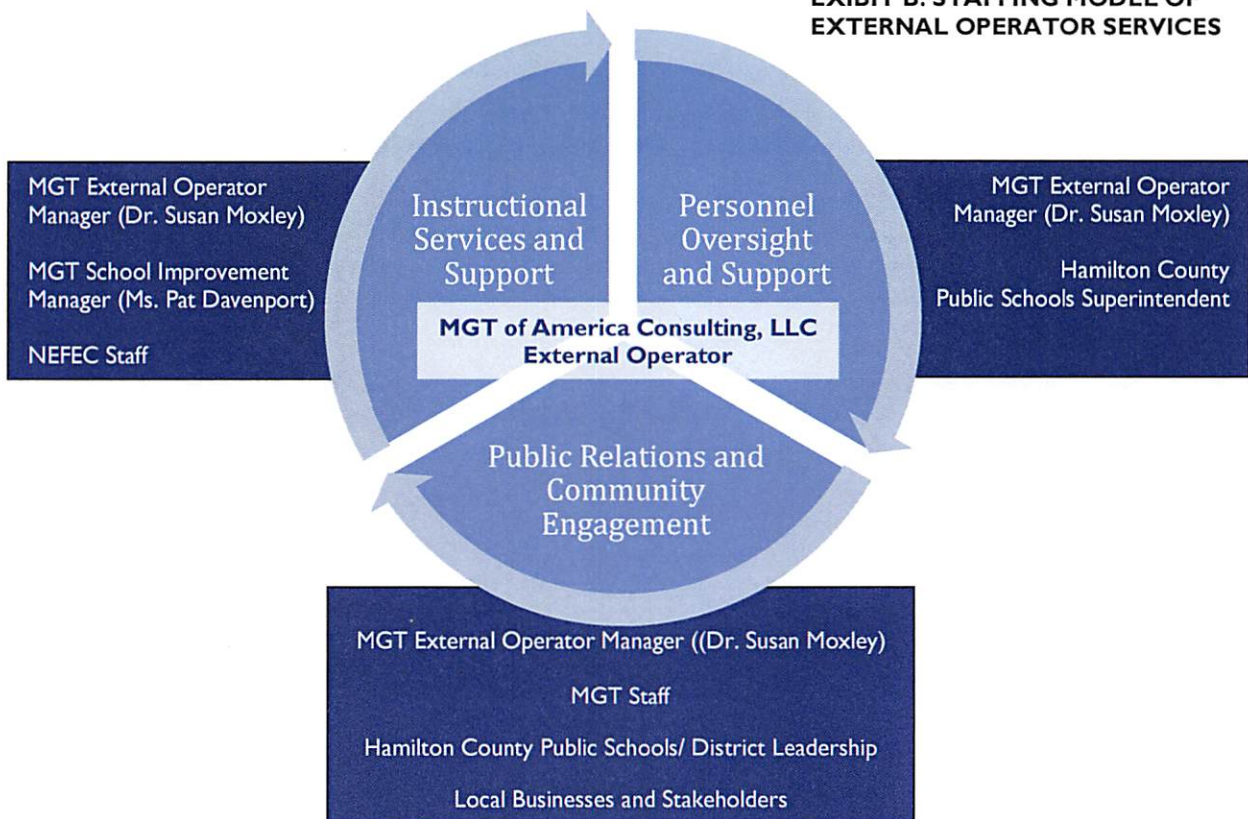
Deliverables: MGT will provide External Operator services to the District for Hamilton County High School (HCHS). These services were defined and developed to bring HCHS into compliance with state requirements and poised to continue improvement to exceed minimum standards in the future.

Graphic models of this multi-faceted approach to External Operator Services to achieve school success and accomplish the Goal are shown below and detailed on the following pages.

**EXHIBIT A: CONCEPT MODEL OF
EXTERNAL OPERATOR SERVICES**



EXHIBIT B: STAFFING MODEL OF EXTERNAL OPERATOR SERVICES



It is important to note in the above staffing graphic, that both Dr. Pat Davenport and NEFEC are already working with the District. Dr. Pat Davenport is working with the District under a separate Contract between MGT and the District to use MGT's best efforts to assist the District in improving the instructional programs at Hamilton County High School ("HCHS") and Hamilton County

Elementary School ("HCES") with the goal being to improve the learning gains of the students enrolled in HCHS and HCES in the 2017-2018 and 2018-2019 school years sufficiently to improve the School Grade of HCHS and HCES under the standards of the Florida Department of Education (hereinafter referred to as "FLDOE") to a "C" in School Year 2017-2018 and a "B" in School Year 2018-2019. The parties anticipate this separate Contract will continue in some form with the additional assistance of Dr. Susan Moxley through at least the 2019-2020.

Dr. Susan Moxley, whose resume appears as Attachment A to Annex 1 to this Contract, will serve as the On-Site External Operator and key staff member on behalf of MGT as MGT is providing the services of Dr. Susan Moxley as to accomplish the Goals and satisfy the demonstrated record of effectiveness required of the outside entity to operate HCHS pursuant to Section 1008.33(4)(b)3., Fla. Stat., and Rule 6A-1.099811(6)(d), F.A.C. Dr. Susan Moxley will be on-site up to 2.5 days a week and work closely with the Superintendent and other district leaders as appropriate to lead all three areas outlined in this scope of services including Instructional Support, Personnel Oversight and Support, and Public Relations and Community Engagement.

Activities and Tasks provided by MGT and MGT's On-Site External Operator Dr. Susan Moxley include:

Project Initiation	
	<ul style="list-style-type: none"> • Confirmation of roles • Confirmation of schedule and milestones • Initial assessment and discovery

Instructional Support	
General	<ul style="list-style-type: none"> • Monitoring instruction • Modeling instructional strategies • Common planning/reporting/docs/templates/expectations • Implementations of item specs and standards • Instructional leadership - setting expectations • Teacher Evaluation - Common language. Is it correlated to student performance? • School Improvement Plan creation and monitoring • Student enrichment • Small group instruction/differentiation • MGT collaborates with DA and NEFEC • Extended Services - NEFEC
Curriculum and Materials	<ul style="list-style-type: none"> • Curriculum mapping • Evaluation of current materials for alignment (core and intervention)

	<ul style="list-style-type: none"> • Where will the dollars come from to “fix” holes? • If adoption, who picks the new materials. We want a partnership in the decision. • Monitoring implementation fidelity • Need a general clause that state law overrides MGT decision if in conflict • Ongoing support for use of curriculum
Assessment and Progress Monitoring	<ul style="list-style-type: none"> • MGT partners to establish the Assessment Calendar to include progress monitoring • Correlation to FSA/EOC • Data analysis protocols • Review of current assessment practices and tools/resources - MGT has authority • Instructional decisions based on finding - MGT progress monitoring results • Progress Monitoring must be strategic
Professional Learning	<ul style="list-style-type: none"> • Staffing for coaching, behavioral support, etc. Who pays? • Research-based • Standards-aligned • MGT has authority to choose PL and establish method for determining what and when • NEFEC plays a big role here - Extended Instructional Services • Must be in collaboration with the districts state approved PD system • Agreement on amount of PD and how often - MOU collective bargaining units need to address - Not contract • If NEFEC or another entity provides the PL/support, who funds?

Personnel Oversight and Support	
Principal and Instructional Staff	<ul style="list-style-type: none"> • Virtual instruction • MGT reviews evaluation system for benefits & alignment • Legal Question- Assist with Performance Improvement Plans→ nowhere to go.
Collective Bargaining (MOU)	<ul style="list-style-type: none"> •

Community Engagement and Public Relations

- Dr. Moxley and MGT staff engages community with the district to show partnership
- Include stakeholders/families, caregivers, teachers, district office, board members, business partners
- Requires on-going communication and input
- Support internal needs: housing, teacher recruitment, grow your own, economic development
- Regular updates on academic progress

As indicated in Attachment A to this Annex No. 1, Exhibits A, and in addition to the oversight and management outlined above, MGT will work in partnership with NEFEC to oversee, advise, and build on the progress currently being made through both our existing school improvement services contract and an additional services contract held by NEFEC to provide a range of services including but not limited to data disaggregation, instructional practice support, curriculum alignment (ELA and Mathematics), rigor of FSA standard, progress monitoring support, observations and walkthroughs, writing training.), instructional coaching and professional development.

The District will contract directly with NEFEC to provide these services. MGT, as the external operator, will provide oversight and recommendations to NEFEC in partnership with HCPS leadership.

HCPS will continue to perform district functions within the school including but not limited to collective bargaining, food services, transportation services, physical plant and maintenance services, etc. MGT will manage and have authority over the academic and instructional functions within the schools, including instructional personnel.

II. STAFFING

The following key MGT staff members shall be assigned to assist in the performance of the above Services:

Staff Member
Dr. Susan Moxley, key staff member and On-Site External Operator
Michelle L. Silva

MGT may assign additional staff members as needed to address Contract Scope subject to District approval. Staff assignments may reasonably change throughout Contract term based on conditions required to achieve District objectives, provided that Dr. Susan Moxley, shall be MGT's

key staff member and On-Site External Operator who may not be changed without the District's written consent. Notwithstanding anything to the contrary in this Contract, the parties agree that this Contract shall automatically terminate, and be of no further force and effect, if Dr. Susan Moxley ceases to be the On-Site External Operator and key staff member on behalf of MGT under this Contract without the District's prior written consent.

III. COMPENSATION

Compensation for services shall be up to Four Hundred Fourteen Thousand Four Hundred Sixty Dollars (\$414,460.00) ("Compensation"), with ten percent (\$41,446.00) due upon contract effective date, with the balance divided into equal monthly payments invoiced at the beginning of each month and payable upon receipt provided that the District's obligations to make these payment are all subject to the District's financial condition as set forth below in this Section III.

In the event that the Contract is terminated by the District without cause in advance of its scheduled Expiration Date, the District shall pay to MGT, pursuant to invoice, detailing any and all proper charges earned and/or incurred by MGT in connection with the Services pursuant to this Contract and the Annexes up to the time of its termination and shall indemnify MGT as provided in Section V.B. of the Contract. This payment obligation is subject to the following provisions of this Section III.

The parties acknowledge and agree that the District may not encumber and appropriate funds to make payments of professional fees or charges to MGT under this Contract and the Annexes unless the District has sufficient unencumbered funds in the District's general fund to do so and remain in compliance with the requirements of Section 1011.051 Fla. Stat. and any agreements the District has with the Florida Department of Education, the Florida Board of Education, and the Florida Auditor General's Office. If the District Determines that such funds are not available, this Contract may be terminated by the District. The District shall notify MGT at the earliest practicable time before such termination. No penalty shall accrue to the District in the event this provision is exercised, and the District shall not be obligated or liable to MGT for any future payments due or for any damages as a result of such termination.

Therefore, no professional fees or charges will be earned and/or incurred by MGT under this Contract and the Annexes including but not limited to this ANNEX NO. 1 TO MASTER ENGAGEMENT CONTRACT unless and until the District has sufficient unencumbered funds in the District's general fund to pay both those professional fees or charges to MGT and the District's operating expenses and still maintain the minimum operating unencumbered fund balance required by Section 1011.051 Fla. Stat. and any agreements the District has with the Florida Department of Education, the Florida Board of Education, and the Florida Auditor General's Office.IV.

REPORTS

MGT will make updated presentations to the District at least once per month beginning one month after the Effective Date and ending in June 30, 2019 2018 of MGT's updated candid data backed assessment of the progress being made by HCHS toward the Goal in I. SCOPE OF WORK and above an overview of any actions MGT will be taking to improve the likelihood of the accomplishment of the Goal. These presentations shall be made by MGT in person and in writing. provide four (4) on site plan-do-check-act days (two in the fall of 2017 and two in the spring of 2018 with selected staff) for a process check.

Upon execution by the parties, this Annex to the Master Engagement Contract is incorporated by reference in and subject to the terms and conditions set forth in the Contract.

AGREED TO AND ACCEPTED:

**MGT OF AMERICA CONSULTING,
LLC**

The School Board of Hamilton County,
Florida

Signature

Name: The School Board of Hamilton
County, Florida

Name: A. Trey Traviesa

Signature

Name: Johnny Bullard

Title: Chairman and Chief
Executive Officer

Title: Chairman

Date January 31, 2018

Date 5/8/18

Signature

Name: Rex L. Mitchell

Title: Superintendent of Schools for the
School District of Hamilton County, Florida

Date 5/8/18

Address and Phone:

Address:

516 North Adams Street

Tallahassee, FL 32301

Address: 5683 Highway 129 South, Suite 1,
Jasper, FL 32052

850.386.3191

FEIN: 81-0890071

FEIN:

APPROVED AS TO FORM AND CONTENT:

By: _____
James Estes Willingham, Jr.

Attorney for the School Board of
Hamilton County, Florida

SUSAN E. MOXLEY, Ed.D.

EDUCATION:

2003	Doctorate - Educational Leadership University of Central Florida Dissertation: Strategic Planning Process Used in School Districts in the Southeastern United States Unpublished Manuscript: "Strategic Planning: Planning for Action Rather Than Reaction, 2003 (Bozeman, W. and Moxley, S.)	Orlando, Florida
1988	Masters of Arts - Educational Leadership University of Central Florida	Orlando, Florida
1982	Bachelors of Arts - Business Education University of Central Florida	Orlando, Florida
1979	Associate of Arts Degree Lake Sumter Community College	Leesburg, Florida

EXPERIENCE:

August, 2017 – Present	PROFESSIONAL ADJUNCT LECTURER National Louis University – Tampa, Florida Campus
April – June, 2017	SUPERINTENDENT EMERITUS – Lake County Schools Retired from Lake County Schools beginning July 1, 2017
November, 2008 March 2017	SUPERINTENDENT OF SCHOOLS Lake County Schools 48 schools, approximately 42,000 students, 5300 employees

Responsibilities and Accomplishments:

During my tenure as Superintendent of Schools, Lake County Schools -

- Direct and oversee the total school district program with a total budget of approximately \$570 million.
- Responsible for establishing a comprehensive strategic plan focused on a systems thinking approach to decision making and performance metrics.
- Created an instructional framework for college and career readiness.
- Earned College Board District AP Honor Roll for 2012 and 2014.
- In 2017, Lake County Schools had no schools on the state's lowest 300 list and no D or F rated schools.
- Increased Participation in the Florida Partnership with College Board for a three-year program to provide middle and high school students with access to the SAT and the PSAT free of charge. As a result, the district experienced a 34% increase in number of students taking these exams.
- Full implementation of AVID (Advancement via Individual Determination) programs at all middle and high schools. One middle school achieved School of Distinction and became a National Demonstration School.
- Industry certifications for students from 78 earned in 2009 to over 2268 earned in 2016 with a 10.4% increase in passage rates. The district earned over \$3.2 million in incentive awards to the high schools.

- One of four districts in the nation to be awarded the *Smarter Schools Spending* grant by the Gates Foundation to design a Strategic Finance Plan / Budgeting Realignment/Investment process with Return on Investment tools / Innovation and Program Evaluation for \$840,000; As a result, the district developed its first Strategic Finance Plan to guide the budgeting process to realign approximately \$10 million to invest in instructional priorities.
- Created and passed a policy codifying the Strategic Finance Planning Process.
- Developed and implemented a project management process for use by district staff.
- Established and implemented a system for program innovation and evaluation review and analysis. Resulted in a logic model tool being developed to determine return on investment.
- Implemented problem solving decision making model (PSDM) for administrators
- Awarded the Gates Foundation Next Gen Systems Phases 1 and 2 Grant focused on the implementation of Personalized Learning for Students for \$3.1 million;
- Developed, awarded and implemented a Gates Foundation iPD grant (Innovative Professional Development) for Personalized Learning for Teachers and Leaders for \$3.9 million.
- Served as a leading partner to design and implement the Health Sciences Collegiate Academy representing a unique partnership between the school district, LSSC, UCF, South Lake Hospital and Montverde Academy. The program officially opened in 2015.
- Addressed the capital outlay budget through the refinancing of bonds to save more than \$20 million in future interest payments.
- District earned Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers' Association for 13 years.
- Addressed increased health care costs by opening four Wellness Centers to minimize budgetary impact.
- Established a partnership with the National Institute on School Leadership (NISL) to participate in the USDOE i3 validation grant for leadership development.
- Provided leadership for the creation of a career ladder concept entitled LIFT Program which invested over \$1.2 million in teacher bonuses/supplements for the 2015-16 school year.
- Developed support from 24 professional partners to assist the district with the work on innovation priorities.
- District affirmed by Fitch Ratings and Standard and Poor's Rating of A+ for the past six years.
- While serving as superintendent, secured over \$36 million in grants for the district.
- Provided leadership in the development of new evaluation systems for all groups of teachers and school and district instructional administrators.
- Increased graduation rate for 2016 SY.
- Worked with School Board, Board of County Commissioners and local municipalities to successfully renew the fifteen year one-cent sales tax referendum.
- Established professional learning and microcredential for teachers and leaders in the areas of Personalized Learning for Students and Targeted Feedback.

July, 2006 –
June, 2008

**ASSOCIATE SUPERINTENDENT, CAREER & TECHNICAL
EDUCATION**

Orange County Public Schools

Orlando, Florida

Responsibilities and Accomplishments

- Direct, oversee and evaluate middle school, high school, and postsecondary career and technical education programs in Orange County Public Schools, a fast growing, multi-cultural school district

serving 176,000 students. The Career and Technical Education division serves over 55,000 students of which 31,000 are postsecondary students in four technical centers and 24,000 students in middle and high schools.

- Responsibilities include curriculum development; strategic plan development and evaluation for a 5-year plan addressing both postsecondary technical training and K-12 career education.
- Established metrics for accountability measures and monitor the division's balanced scorecard and dashboard for productivity of processes, programs and human capital.
- Coordination of human resources, capital resources, and budget in excess of \$44 million of which approximately \$4.5 million is received from various grants such as Perkins IV.
- Conducted a budget review and needs assessment to address tuition revenues and state revenue shortfalls to balance the workforce budget for the 07-08 school year.
- Provided oversight for program development and assistance to the facilities department for the addition of a new 2-story, 60,000 square foot facility that opened in August, 2007 to serve as a fifth technical campus in East Orange County.
- Conducted ongoing analysis of legislation relating to workforce education, funding, and curriculum.
- Provided for distance learning, on-line curriculum, and courses to serve adult education, continuing workforce education and credit retrieval for high school students.
- Coordinate the assessment of district level and site-based programs and services to determine their responsiveness to the K-20 learning environment.
- Established a partnership with Workforce Central Florida.
- Member of the Superintendent's cabinet to participate in district wide planning, development and evaluation.
- Departmental initiatives include the completion of an intent to negotiate (ITN) for a comprehensive student management (web-based) system for postsecondary technical centers; process consolidation project to align systems for enrollment management, institutional advancement and program management for five technical center campuses, educational product lines, marketing plan, and strategic plan.

May, 2005-
July, 2006

**SENIOR DIRECTOR, PROFESSIONAL DEVELOPMENT
SERVICES**

Orange County Public Schools

Orlando, Florida

Responsibilities and Accomplishments

Provided direction, oversight, and evaluation of professional development program serving approximately 13,000 instructional employees and 9,000 administrative and support employees. Responsibilities included the facilitation, development, and evaluation of diverse learning activities to strengthen training and professional development to meet the needs of the Learning Communities and District in achieving results. Oversaw the departmental budget, staff performance, leadership development, Preparing New Principal's Program, succession planning, and compliance training. Planned and coordinated the Superintendent's Leadership Summit, an annual district leadership professional development day for over 900 administrators. Provided leadership and direction for the implementation of Great Beginnings, a new teacher orientation for over 1300 new teachers, conducted annually. Planned and completed the Department of Education's Protocol audit for best practices in professional development.

Promoted to associate superintendent, a superintendent's cabinet level position.

March, 2002 -
April, 2005

**ASSISTANT SUPERINTENDENT FOR SCHOOL
ADMINISTRATION AND HUMAN RESOURCE SERVICES**
Lake County Schools

Tavares, Florida

Responsibilities and Accomplishments

Responsibilities included overseeing the Human Resource Services Department that included operations, recruitment and retention, HRMD, personnel evaluations, employee benefits, compensation, employee relations, and collective bargaining. Direct responsibilities included allocations, position control, administrative placements and interviews, conducted principal and district staff assessments, and coordination of principal and assistant principal meetings and trainings. Instituted the Principal Enhancement Program for assistant principals. Other responsibilities included policy development, strategic planning, development of standard operating procedures, and staff liaison to school board attorney regarding legal matters pertaining to employees and/or students. Served as the district level supervisor in the area of school administration that required assistance and support to all schools on issues at the school level. Assisted with the district's initiative to earn the OPPAGA Seal of Best Practices. Oversaw the Safe Schools Department and student disciplinary actions and expulsions. Served as a hearing officer for the district. Served as the superintendent's designee in the absence of the superintendent. During tenure in this position, assignments included supervision of additional departments that included risk management, school improvement and accountability, and transportation. Assisted with the development of RFQ and RFP in these areas. Accepted position in Orange County Public Schools (4th largest school district in Florida) to gain experience in a high growth district that is multi-cultural with a diverse socio-economic population

January 2005 -
Nov. 2008

ADJUNCT PROFESSOR
National-Louis University

Educational Leadership Program

Taught courses in the areas of: Collective Negotiations, Personnel, Educational Finance, Curriculum and Supervision, Professional Development, School Improvement, and Educational Law to prospective school administrators.

1998- March, 2002

DIRECTOR
Lake Technical Center

Eustis, Florida

Responsibilities and Accomplishments

Responsible for a staff of 120 located on four campuses including the main campus located in Eustis, Florida. Three locations encompassed all vocational-technical programs and adult education. Implemented a technical high school as a fourth campus to provide technical training to non-traditional students in grades 9-12. Responsibilities included establishing all policies and procedures for this institution under the direction of the Lake County School Board. Responsible for a total school budget of approximately \$4.2 million dollars inclusive of personnel and operational areas. Utilized total site-based budgeting in the operation of the Center under the governance of the Lake County School District. Conducted the Council on Occupational Education (COE) accreditation and SACS accreditation process. Participated on SACS Self Study Teams.

1995 - 1998

PRINCIPAL
Umatilla High School

Umatilla, Florida

Responsibilities and Accomplishments

Instructional leader of the school. Responsible for establishing the learning climate of the school, curriculum and instruction, school budget, athletic budget and program, school safety and facility needs.

Responsible for all human resource needs which included hiring practices, dismissal proceedings, and assessment of instructional and support staff of 68 employees.

Initiated Lake County's first academy, a small learning community within the high school setting, as a School-to-Work effort. Developed business and industry partnerships ie. St. Johns River Water Management District to establish the Emerald Marsh Living Classroom setting for student learning.

Invited to present at a national conference on the academy concept and integrated curriculum. The Academy of Public Service became a model sight for the National Learn and Serve Conference.

Conducted SACS accreditation 5 year study. Conducted inservice on CRISS Reading Strategies, and Invitational Education. Promoted to a director level position by superintendent.

1993- 1995

PRINCIPAL

Seminole Springs Elementary School

Eustis, Florida

Responsibilities and Accomplishments

Supervised instructional staff of 65 with a total staff of 102 employees. Responsible for coordinating school improvement efforts related to authentic and portfolio assessment. Coordinated curriculum programs to address test scores in grades 1 through 5. Implemented family involvement programs. Started School-to-Work initiatives on the elementary level to emphasize reading with the "Royal Guests as Career Readers" program. Instituted reading comprehension and writing programs at all grade levels. Implemented a book publishing center for students to write and publish their books. Conducted parental academic trainings entitled "Autumn Windfall of Knowledge" in the evenings to assist parents with their child's education. Utilized strong interpersonal communication skills to coordinate the resolution of pre-existing legal issues between parents and the school improvement process. Completed budget and assessment tasks required of the principal. Promoted to a high school principal position by superintendent.

1990 - 1993

ASSISTANT PRINCIPAL

Triangle Elementary School

Mt. Dora, Florida

Served as interim principal during the absence of existing principal for five months. Responsible for school safety and student discipline. Designed and implemented an in-school suspension program inclusive of behavior modification activities. Assisted in supervision and assessment of staff, curriculum development and textbook acquisitions. Conducted staff inservice on "Creating a Climate for Learning". Promoted to position of school principal.

1989 - 1990

ASSISTANT PRINCIPAL

Minneola Elementary School

Minneola, Florida

Responsible for school facility and student discipline. Assisted in supervision and assessment of staff. Instituted the Careers on Wheels program for students. Superintendent appointment to an assistant principal position in the Golden Triangle area of the district.

1987 - 1989

OCCUPATIONAL SPECIALIST

Clermont High School

Clermont, Florida

Responsible for career counseling for students in grades 9 - 12. Developed and implemented a career curriculum providing a progressive approach to career education. Coordinated dropout prevention program for 9th graders. Monitored student progress in dropout prevention classes. Assisted teachers

with various teaching strategies and compiled audit reports. Counseled students on college, vocational school and military opportunities. Assisted with disciplinary interventions with assistant principal. Appointed to administrative level position.

1982 - 1987

TEACHER - BUSINESS EDUCATION

Mount Dora High School

Mt. Dora, Florida

Served as department chairperson with the responsibility of monitoring the vocational budget, scheduling, equipment needs, state reporting requirements, program reviews of course standards. Received training in Quality Circles.

1978-1981

LEGAL ASSISTANT

Law Offices of Christopher C. Ford

Tavares, Florida

Responsible for preparing legal documents, real estate closings, research, county government tasks and trial preparation. Assisted lawyers in court for major trial proceedings.

CERTIFICATIONS

- Florida Department of Education Certificate in the areas of:
 - School Principal (All Levels)
 - Business Education (Grades 6-12)
 - Vocational Office Education (Vocational)
 - Occupational Specialist (Vocational)
 - Local Director (Vocational)
- Superintendent's Certification 2009: Modules in Economic Forces, Legal Aspects of Leading a School District, Employee Relations and Collective Bargaining, Chief Executive Officer / Leadership Development Program'
- National Trainer for CRISS (Creating Reading Instruction through Student-owned Strategies) 1996-2014
- Certified Ventures Interviewer for administrators and instructors
- Certified state Classroom Walkthrough Trainer
- ESOL for School Administrators – Statewide Course – 60 hours

COMMITTEES

- Florida Association of District School Superintendents (FADSS)
 - Member – 2008 to present
 - Board of Directors – Secretary 2016-2017
- Shared Services Network – Lake County Agencies Roundtable
 - Roundtable Member (8 years) – 2009-2017
 - Vice Chairperson (3 years) – 2010-2011, 2011-2012; 2013-2014
 - Chairperson (3 years)– 2012-2013; 2014-2015, 2015-2016
- Commissioner of Education's Leadership Policy Advisory Committee (LPAC) 2012-2014
- AASA – The School Superintendent's Association: Governing Board Member - 2013-2017

- Graduate Faculty Scholar, University of Central Florida, June 2016 to present.
- Member of Doctoral Dissertation Committee – UCF, August, 2016 to present.
- Florida Department of Education Reactor Panel for Assessment – Tallahassee, September 27-28, 2012
- Teacher and Leader Preparation Implementation Committee (TLPIC): a RTTT work group on Teacher Preparation Programs: 2012-2014
- Statewide Longitudinal Data System (SLDS) Committee: a RTTT work group on data systems – 2012-2013
- PRISM (Promoting Regional Instruction in Science and Mathematics) Advisory Council 2009-2013
- STEM Alliance of Central Florida: Governing Board Superintendent's Liaison – 2013 –2017
- Central Florida School Boards Coalition – 2009 - 2017
- Metro Orlando Economic Development Commission – Board of Directors Member - 2009 – 2017
- South Lake Chamber – Governing Board – Ex-Officio Member – 2013- Present
- Lake County Education Foundation – Governing Board – Ex-Officio Member – 2009 –2017
- University of Central Florida South Lake Advisory Council 2014 - 2017
- Workforce Central Florida – Board of Directors Member – 2009
- UCF College of Education – 40th Anniversary Planning Committee Member
- Progress Energy – UCF Leadership Advisory Board Member 2003-2005
- Member of Lake County Conservative Founders Club
- Past Member of Umatilla Kiwanis and Golden Triangle Kiwanis
- Chamber of Commerce – as school principal and superintendent maintained membership in local Chamber of Commerce within school community
- Florida Organization of Instructional Leaders (FOIL), 2013-2017
- Florida Association of School Administrators (FASA) 2016-2017

SPECIAL RECOGNITION:

- Redesign PD – Council of 30 professionals collaborating on professional learning in the field of education. One of three superintendents selected nationally to participate to attend. Sponsored by Learning Forward and the Gates Foundation – 2014-2017
- Gates Foundation Superintendents Advisory Council – one of ten superintendents selected nationally to participate – February 20-21, 2014.
- University of Central Florida Professional Achievement Award – October 2010
- Leadership Lake County – Class of 2012
- Boy Scouts of America Central Florida Council – Golden Eagle Honoree 2013
- Selected to participate in Race To The Top Convening in Washington, D.C. – October 1-2, 2012
- Selected to participate in the U.S. Secretary of Education's Labor-Management Collaborative Conference in Cincinnati, OH – May 22-24, 2012 and in Denver, CO – 2013
- Invitation to iPD (Innovative Professional Development) Learning and Idea Fest sponsored by the Gates Foundation – October 27-28, 2014
- Selected to participate in Urban School Superintendent Association's Leadership Academy – 2009, 2010, 2011, 2015
- Future Farmers of America Honoree for East Ridge High School and Clermont Middle School 2009-2010

- Orlando Tech ACE Recognition Award for Leadership and Support of Adult Education – 2007-2008
- Orange County Career Technical Educators Appreciation for Outstanding Support – May, 2008
- Exceptional Student Education Administrator of the Year, Lake County Schools, 1997
- Lake County's first academy concept - Academy of Public Service

PRESENTATIONS

- One of three district administrators selected to present Lake County Schools Instructional Theory of Action to Bill and Melinda Gates, the Co-Chairs of the Gates Foundation – April 29, 2014
- Gates Florida Key Partners Convening – Served as a Superintendent Panelist – St. Petersburg, Florida, November 21-22, 2013
- Presented Personalized Learning for Students Proposal, Gates Convening, 2012, Salt Lake City.
- Presenter at the Gates Foundation NextGen Systems National Convening on Personalized Learning for Students – Houston – January 29-31, 2014
- Presented Problem of Practice – Lake County's Theory of Action on Personalized Learning for Students, Teachers and Leaders
- Annual Lake County Leadership Summits for principals, assistant principals and district directors and supervisors. Keynote presenter for morning session. 2009, 2010, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017
- Guest Speaker at YMCA of Central Florida Advocacy Meeting – January 20, 2013
- Guest speaker at various community and civic groups in Lake County, ie. Kiwanis, Chambers, Rotary Clubs on an annual basis, 2008-2017.
- Presenter at the K-12 Innovations Fair – Topic: League of Educational Excellence – Taking Career Academies to the Next Level. October, 2007
- Presenter at National Tech Prep Network Conference – Pittsburgh, PA, October 2000
- Title, "Internships: Vision Accomplished, the Complete How-To-Handbook"
- Presenter at National Tech Prep Network Conference - Nashville, October 1999
- Title, "Linking Postsecondary to High School on One Campus"
- Presenter at Georgia State Tech Prep Conference, 1999 – Academy of Public Service
- Presenter at National Tech Prep Network Conference - Kansas City, October 1998
- Presenter at National Tech Prep Network Conference - Nashville, October 1997
- Title, "Emeralda Marsh - The Living Classroom"
- Presenter at the Florida Council on Elementary Education Conference - Orlando
- Presentation title, "Portfolio Assessment" - 1994

PROFESSIONAL TRAINING

- Teaching Students with Disabilities Module – FDLRS 20 hours – February 2015
- Ethics Training – Online Training provided by Florida School Boards Association, December 2014
- AASA (The School Superintendent's Association) Conferences: Houston 2012, Los Angeles 2013, and San Diego, 2015
- Learning Forward – National Professional Development Association Conferences: 2012 and 2014
- Empowering Effective Teachers and Teaching Project Convenings sponsored by Gates Foundation 2012-present

- Elevating and Celebrating Effective Teachers and Teaching Convenings sponsored by Gates Foundation 2013 – present
- Spending Money Smartly Convening, March 27, 2013: Chicago, IL
- Gates Foundation Finance Demonstration Districts Kick-Off Meeting, September 17-18, 2013: Washington, D.C.
- University of Central Florida Math/Science Enhancement Program – Morgridge International Reading Center – August 24, 2012
- Reform Support Network – Teacher/Leader Effectiveness and Standards and Assessment Community of Practice Convening: Building Leadership for Rigorous Instruction, October 1-2, 2012: Washington, D.C.
- Lead 360 – Larry Coble, October 13, 2009
- Center on Reinventing Public Education (CRPE): Portfolio School District Network Meeting, January 27-29, 2014: Houston, TX
- Florida Association of District School Superintendents Human Capital Convening – February 26, 2014
- Central Florida Superintendent Convening with Governor Scott and Commissioner of Education – Tampa – December 12, 2012
- Florida Education Summit – Sterling Conference: May 31, 2011
- Leading the Way Conference: Strategy for Transforming Florida Schools, Tampa – January 19-20, 2011
- Florida School Board's Association Master Board Training 2009, 2011
- American Recovery and Reinvestment Act Statewide Meeting – Tampa – May 6, 2009
- New Superintendent's Orientation – FADSS – December 2-3, 2008
- CAR-PD Training – UCF Online – December, 2009
- Systems Thinking / Systems Dynamics – Peter Senge - November, 2005 and 2007
- Ruby Payne Training - 2005
- Tregoe Problem Solving Decision Making – 2005
- Tregoe Advanced Problem Solving Decision Making 2010
- Facilitative Leadership – 2005
- National Training Seminar: "Staff Development, Induction, and Mentoring" – Tucson, AZ – March 14-15, 2005
- Interest-Based Collective Bargaining, Lake County Schools Negotiating Team
- Progress Energy – UCF Leadership Institute Participant and District Contact – 5 years 2003 - Present
- "Results: The Essential Elements of School Improvement" – Mike Schmoker
- "Shaping School Culture: The Heart of Leadership: - Kent Peterson
- "A Leaders Guide to Standards: A Blueprint for Educational Excellence and Equity, and Assessing Educational Leaders" – Douglas Reeves
- "Understanding by Design" – Grant Wiggins
- "Balanced Leadership: What 30 Years of Research Tells Us About the Effect of Leadership on Student Achievement" – Brian McNulty of Mid-continent Research for Education and Learning
- "Professional Learning Communities at Work: Best Practices for Enhancing Student Achievement and Getting Started: Reculturing Schools to Become Professional Learning Communities" – Richard and Rebecca DuFour

- “Classroom Instruction That Works: Research-Based Strategies for Every Teacher” – Debra J. Pickering and Robert Marzano
- “Working on the Work” – Phil Schlechty
- Principal Institute by Florida Assoc. of District Superintendents -Certified facilitator for the Principal's Institute - Dr. Phil Schlechty
- Ventures for Excellence Training: The Best in the Selection and Development of People
- “Classroom Walkthroughs With Reflective Feedback”
- High Schools That Work, School-To-Work and Tech Prep.
- Member of Lake County Schools' Transformational Leadership Team for the Florida Association of District School Superintendents
- Creating Satisfied Customers, Interactive Management, Facilitative Management, and Interviewing Techniques - Management Training Institute
- Educational Leadership by Dr. Bill Blokker
- World Class - Leesburg Chamber of Commerce
- Team Building – Dr. Rothberg, University of Central Florida
- Interaction Management
- Administrator E.S.O.L.
- Lake County Schools – Effective Teaching Center
- Cultural Diversity – Bettye Coney
- Positive Approach to Discipline - Dr. Clint VanNagel - Univ. of North Florida
- Coalition of Essential Schools - Dr. Ted Sizer, San Francisco
- National Career Academy Coalition - U.S. Dept. of Education, Philadelphia
-

SPECIAL RESEARCH INTERESTS

Currently working on research project related to Targeted Feedback and Microcredential for Administrators with Lake County Schools, Center for Educational Leadership (Univ. of Washington), Digital Promise and University of Central Florida.

Strategic Finance Planning / Strategic Planning

Leadership Development

Change Management

Teacher Professional Learning / Collaborative Practice

Personalized Learning



Turnaround Option Plan – Phase 2

Hamilton County School District

This form, to be used by districts planning in 2016-17 for implementation in 2017-18, satisfies the requirements of Form TOP-2, which is incorporated by reference in Rule 6A-1.099811, F.A.C. (2014).

Hamilton County High School 0032

Option: External Operator- To Begin in 2018-19

Part I: Needs Assessment

Item 1: Description of the needs assessment methodology and summary of the results.

The 5Essentials Survey was administered to students, teachers and parents at Hamilton County Middle High School in the Spring 2017. 5Essentials is an evidence-based system designed to drive improvement in schools nationwide. A diagnostic assessment of school effectiveness based on more than 20 years of research, 5Essentials assesses schools' strengths and weaknesses in five key areas for improving school success and student learning:

- Effective Leaders: The principal works with teachers to implement a clear and strategic vision for school success.
- Collaborative Teachers: The staff is committed to the school, receives strong professional development, and works together to improve the school.
- Involved Families: The entire school staff builds strong relationships with families and communities to support learning.
- Supportive Environment: The school is safe and orderly. Teachers have high expectations for students. Students are supported by their teachers and peers.
- Ambitious Instruction: Classes are academically demanding and engage students by emphasizing the application of knowledge.

76% of students and 78% of teachers responded to this survey and overall performance implementation rating was "weak".

For the past 3 years Hamilton County High School has earned a grade of "D" after earning an "F" the previous year. Teacher turn-over remains over 50% and the principal was replaced as of July 1, 2017.

An analysis of student achievement data from the 2017 FSA and EOC indicates that the school will in all likelihood fall below a grade of "C".

ELA proficiency	
7 th	24%
8 th	14%
9 th	32%
10 th	18%
Math proficiency	
7 th	32%
8 th	26%
Algebra I	26%

Turnaround Option Plan – Phase 2
for districts planning in 2016-17 for implementation in 2017-18

Algebra II	2%
Geometry	26%
Science Proficiency	
8 th grade	24%
Biology	31%
US History Proficiency– 21%	

Item 2: Rationale for the turnaround option(s) selected.

The district leadership team has determined that the best turnaround option for Hamilton County High School is for the 2018-19 school year is to contract with an outside entity that has a demonstrated record of effectiveness to operate the school. (This option may include a district-managed charter school.) The district will spend the next few months investigating various organizations that will meet the guidelines and will enter into a contract with such organization on or before January 31, 2018.

In the meantime, the district will continue to utilize the district management turn-around option and will engage in a partnership with an educational management organization in order to provide the teachers at Hamilton County High School with intensive support in meeting the needs of all students at the school during the 2017-18 school year and pursue contracting with an external partner / provider that would continue to work with the district if necessary in the 2018-19 school year.

The newly elected superintendent has replaced the school principal along with teachers whose state VAM score was unsatisfactory. The district leadership team believes that an external operator is best equipped in providing teachers with support in delivering standards-based instruction and in implementing systems that will lead to school improvement. The support from the external partner will ensure Hamilton County High School achieves a grade of “C” or higher in 2018.

Part II: Implementation Plan

A. Areas of Assurance

Item 3: Description of how the district will address the Areas of Assurance required by the selected turnaround option(s), as acknowledged in Phase 1.

Assurance 1: Contracting with External Organization

The district shall enter into a contract with a school turnaround or education management organization to operate the school, following established district policies and procedures for contracting with external providers. This contract will be negotiated and signed no later than January 31, 2018 to go into effect for the 2018-19 school year. A table with action steps and timeline are included after the assurances within this document. The same external provider will be contracted with during the 2017-18 to provide support for high quality instruction with all instructional staff at the school with specific targeted interventions for any staff rated below Effective on the VAM,

Assurance 2: Selecting a Successful Organization

The district will investigate a number of organizations and will ultimately select an organization with a successful record of providing support to high-poverty, low-performing schools, and shall provide evidence of its qualifications to the department. The contract with this organization will be signed on or before January 31, 2018 to take effect in the 2018-19 school year. A table with action steps and timeline are included after the assurances within this document.

Hamilton County School District will also enter into a contract with an external partner prior to the start of the 2017-18 school year. It is anticipated that this will be the same organization that is chosen as the external operator for the 2018 -19 school year. The goal of this partnership will be to provide teachers with intensive support to include professional development and coaching in order to impact the instructional delivery practices that will best meet the needs of all students.

Assurance 3: Instructional Staff

For the 2017-18 school year, teachers with “unsatisfactory” state VAM scores were not rehired at the school. All classroom teacher positions with the exception of 1 (science) have been filled. The district is advertising and recruiting online using teachers-teachers.com as well as the district website. District leadership continues to participate in virtual career fairs and have plans to fill these positions with highly qualified, effective teachers prior to the start of the 2017-18 school year. One current instructor was effective during the 2015-16 in which she was teaching Civics and raised the school proficiency score by 13% in one year. During the 2016-17 the school administration chose not to offer Civics and moved the teacher to a different area during which time her VAM score moved to Needs Improvement. This instructor is vital to our turnaround success as she has been returned to the Civics classroom for the 2017-18. The school will develop an improvement plan with the teacher to ensure her return to a status of effective or above by the end of the 2017-18 school year.

The District will provide Human Resources support for the selected External Operator, including sharing teacher evaluation results to support the operator with instructional staffing decisions as well as conducting necessary background checks.

The District will adhere to the following timeline to complete the tasks outlined in the above assurances.

Assurance #	Task	Action	Completion Date
2	Determine which External Operator should manage the school in 2018-19.	Research organizations with a successful record of providing support to high-poverty, low-performing schools	December 19, 2017
1	Select the External Operator that will	School board votes to turn-over the management of the	January 19, 2018

Turnaround Option Plan – Phase 2
for districts planning in 2016-17 for implementation in 2017-18

	manage the school in 2018-19.	school to the External Operator for the 2018-19 school year	
1	Sign Contract with External Operator	Enter into a contract with a school turnaround or education management organization to operate the school, following established district policies and procedures for contracting with external providers.	January 31, 2018
1 & 2	Provide FLDOE with documentation	Provide signed contract with External Organization and evidence of its qualifications to the department.	January 31, 2018
3	Provide the External Operator with the most recent VAM data and assist them in obtaining access to any resources needed to hire only effective and highly effective teachers.	Inform 2017-18 staff that they will be employees of the External Operator in 2018-19 and that those with less than effective VAM scores will not be reappointed to the school.	

District Capacity and Support

The Hamilton County School District, in partnership with the external organization, will determine and provide structures and systems that support the school-based leadership team and teachers in their efforts to improve student achievement and the overall performance of the school for school year 2017-18 and will plan for a smooth transition from partner to operator for the 2018-19 school year.

School Capacity

Turnaround Option Plan – Phase 2
for districts planning in 2016-17 for implementation in 2017-18

Administrators

The district has recruited an effective administrator capable of leading the turnaround efforts at HCHS. The new principal at Hamilton County High School is Dr. Felecia Moss. Dr. Moss a proven record of successful school improvement/school renewal efforts.

February 2017-June 2017 Hamilton County School District

Reading Coach: Worked with school, district leaders, and DA team to review data and begin formulating a plan for continuous school improvement by focusing on instruction, curriculum, and environment.

July 2016-February 2017 Madison County School District

Coordinator Accountability and Planning

Worked with all schools in using data for school improvement:

As a part of the district Academic Services team, supported principals in using data as a part of the learning community with the emphasis on using data to drive the work of the school collaboratively and reflectively.

May 2015-July 2016 Madison County School District

Turnaround Leader and SIG Administrator

SIG Cohort Year 2: Worked with Regional DA team and external lead partner to implement and evaluate assurances and areas of focus as outlined in TOP District Managed Turnaround.

2011-2013 Hamilton County School District

Dr. Moss has strong leadership competencies and has worked with districts as a turnaround leader and SIG administrator. She previously worked with Hamilton County as their transformation specialist. She worked directly with Central Hamilton Elementary School during 2011-2012 school year and their school grade went from an F to a C that year.

Principal Metcalfe Elementary 2005-2010

Dr. Moss was trained in the Florida Continuous Improvement Model through Department of Education Region 2 School Improvement Office and was a participating principal with the Lastinger Center for Learning at the University of Florida, College of Education. She implemented a plan that focused on school culture as a professional learning community, data, high octane teaching and community involvement. During her tenure at Metcalfe Elementary the school's turnaround efforts propelled their school grade from an F to an A in one year. After that year, the school remained a C. Her body is work is documented in the Florida Department of Education school grades reports.

1998-2005 Newberry High School

As an assistant principal and principal in Alachua County, Dr. Moss worked at a small rural school and built a culture of high expectations and higher level courses for all students. During her leadership, Newberry High School grew its AP options, increased the number of students taking and passing higher level and AP courses and the school was consistently a C or higher during her tenure (1998-2005)

Operational flexibility will be negotiated as needed in order to address any policies or procedures that are acting as barriers to school improvement. Memorandums of Understanding (MOUs) will be established with the collective bargaining unit to address any contractual issues that are barriers to the way of work at HCHS.

Educators

The district, in partnership with the external organization will provide teachers with training and support in the delivery of standards-based instruction that meets the individual needs of all students. Teachers with less than effective state VAM scores will not remain in core subject areas at HCHS. The district will employ strategies in partnership with NEFEC (Northeast Florida Educational Consortium) that will aide in the recruitment and retention of highly effective teachers and provide staffing stability to the school. It is anticipated that these efforts will result in many of these same teachers being hired by the external operator chosen for the 2018-19 school year.

B. Areas of Focus

Item 4: Area(s) of Focus selected by the district based upon the school's needs assessment.

- | | |
|---|--|
| <input type="checkbox"/> 1. Assessments | <input checked="" type="checkbox"/> 4. School Leadership |
| <input checked="" type="checkbox"/> 2. Instructional Programs | <input type="checkbox"/> 5. Increased Learning Time |
| <input checked="" type="checkbox"/> 3. Differentiated Instruction | |

Item 5: Summary of the strategies the district will implement to reduce or eliminate internal systemic barriers and address the needs of the school, including a description of how the district will address the selected Area(s) of Focus.

The external operator may choose to employ additional or different focuses for the 2018-19 school year, In the meantime, while acting as an external partner in the 2017-18 school year, they will utilize diagnostic assessments that will lead to the implementation of strategies designed to reduce or eliminate internal systemic barriers, and address the unique needs of HCHS. These assessments will identify strengths and weaknesses in academic achievement, professional development, learning environment, instructional leadership, and other school improvement areas.

The Superintendent has restructured the district in order to streamline both human capital and financial resources. Principals and district staff members will have immediate and direct access to the superintendent so that needs are addressed quickly and efficiently.

The Superintendent will coordinate district initiatives as they pertain to HCHS with the selected external operator during the 2017 – 18 school year.

TOP Cycle 2 Addendum

Hamilton County High School

Many changes have taken place within the Hamilton School District with the election of a new Superintendent in November of 2016. The new Superintendent has spent 36 years in education with experience at all levels including as a teacher, principal, District Curriculum Coordinator, Director of Instruction, and Assistant Superintendent of Teaching and Learning Services. He has experience working in the differentiated accountability process and with school turnaround. The principal of Hamilton County High School and the Assistant Principal for Curriculum have been removed from the school. Teachers who had an unsatisfactory rating based on the state VAM score for the 2015-16 school year have been removed. With the school being a middle / high school with grades 7 – 12, a new configuration within the middle grades has been established with an Assistant Principal with principal experience and a guidance counselor who has also served as an administrative assistant at a middle school have been assigned fulltime to the coordination and oversight of these two grade levels.

The district has recruited an effective administrator capable of leading the turnaround efforts at HCHS. The new principal at Hamilton County High School is Dr. Felecia Moss. Dr. Moss has a proven record of successful school improvement/school renewal efforts. As a principal in Alachua County she worked at a small rural school and built a culture of high expectations and higher level courses for all students. During her leadership, Newberry High School grew its AP options, increased the number of students taking and passing higher level and AP courses and the school was consistently a C or higher during her tenure.

Dr. Moss was trained in the Florida Continuous Improvement Model and was a participating principal with the Laster Center for Learning at the University of Florida, College of Education. She implemented a plan that focused on school culture as a professional learning community, data, high octane teaching and community involvement. During her tenure at Metcalfe Elementary the school's turnaround efforts propelled their school grade from an F to an A in one year. After that year, the school remained a C. Her body of work is documented in the Florida Department of Education school grades reports.

The entire school district is undergoing a major change as to how educational services will be provided in the district. Three small elementary schools who have struggled independently due to limited services have been combined into one district elementary school in a brand new state of the art facility located on the same campus site as the district's only high school and the district's central office. Resources and services can be shared by all students in the district with support from school and district level support staff only being minutes away from any classroom. With a single feeder school to the high school and a new structure in the middle grades, an organization has been established that will ensure the best prepared students possible for the high school.

As the school has continued to lag behind in test scores, a new culture is being cultivated at the high school to change the focus of the students. Hamilton County has a high poverty rate and many of the economic factors that leaves little hope for some of the students for success. A relationship has been established with our neighboring technical college in Suwannee County (RiverOak Technical College) and

the Columbia County School District's aviation academy to allow students from Hamilton County High School to attend as dual enrolled students to work toward skills and certifications that will lead to employment immediately upon graduation. A few students have used this opportunity previously but this was limited by transportation. An arrangement with the local transit system has been created the opportunity for any student to attend as transportation will be provided at no charge to the student or the district. It is felt that with students having a purpose for achieving a diploma and hope for future employment that a better effort will be given by the students as they complete their required courses and assessments for graduation. Relevance is a key concept in helping children in poverty see the purpose for educational achievement. All students upon entry into the high school will be counseled to choose a future track of university preparedness, technical or community college acceptance, becoming a member of the military, or entering the world of work. All course work will be directed at meeting their future plans leading to a new culture and vision for the high school students.

ANNEX NO. 2 TO MASTER ENGAGEMENT CONTRACT

Insurance

This Appendix is attached to and made a part of the Contract dated as of January 31, 2018, between The School Board of Hamilton County, Florida, ("District") and MGT of America Consulting, LLC ("MGT"), MGT further will:

GENERAL LIABILITY

1. MGT shall maintain commercial general liability insurance with a minimum limit of \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 Products/Completed Operations Aggregate for bodily injury and property damage.
2. If work performed under the contract will require contact with students, coverage must include sexual abuse and molestation.
3. The policy must name "The School Board of Hamilton County, Florida, its Officers, Employees, Volunteers and Agents" as additional insured using ISO additional insured endorsement CG 20 26 or its equivalent.
4. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs available to the Board using ISO endorsement CG 20 01 or its equivalent.

AUTOMOBILE LIABILITY

1. MGT shall maintain automobile liability insurance with a minimum limit of \$1,000,000 each accident for bodily injury and property damage.
2. Coverage must include all owned, leased, hired, non-owned, and employee non-owned vehicles and, where applicable, provide personal injury protection.

WORKERS' COMPENSATION/EMPLOYERS' LIABILITY

1. MGT agrees to maintain workers compensation coverage in accordance with Chapter 440, Florida Statutes as may be amended from time to time, including employer's liability insurance.
2. The minimum Employers' Liability limits required are \$500,000/\$500,000/\$500,000.
3. Coverage will apply to all those persons rendering services to MGT for The School Board of Hamilton County, Florida.
4. The policy will provide a Waiver of Subrogation endorsement in favor of The School Board of Hamilton County, Florida, its Officers, Employees, Volunteers and Agents.

NOTICE OF CANCELLATION:

1. Each insurance policy required by the insurance provisions of this contract shall provide the required coverage and shall not be suspended, voided, or canceled except after thirty (30) days' prior written notice has been given to the Board, except when cancellation is for non-payment of premium; then ten (10) days' prior notice may be given.
2. Such notice shall be sent directly to the Board.
3. If any insurance company refuses to provide the required notice, or its insurance broker shall notify the Board of any cancellation, suspension, or non-renewal of any insurance within seven (7) days of receipt of insurer's notification to that effect.

PROFESSIONAL LIABILITY INSURANCE:

MGT shall maintain professional liability insurance with a minimum limit of \$1,000,000 each claim and \$2,000,000 aggregate covering professional misconduct or lack of ordinary skill for those positions defined in the scope of services in the contract.

Proof of Insurance:

1. MGT agrees to provide the Board with a certificate or certificates of insurance evidencing the required insurance. Compliance with the requirements of this paragraph shall not relieve MGT of its liability and obligations under this Agreement. MGT must provide proof of coverage for up to three (3) years after the completion of the project.