

AGENDA

SPECIAL BOARD MEETING

GADSDEN COUNTY SCHOOL BOARD  
MAX D. WALKER ADMINISTRATION BUILDING  
35 MARTIN LUTHER KING, JR. BLVD.  
QUINCY, FLORIDA 32351

August 11, 2009

6:00 P.M.

1. CALL TO ORDER

ITEMS FOR CONSENT

2. AGREEMENTS/CONTRACTS

a. Contracted Services – **SEE PAGE #3**

Fund Source: General Fund and Title I  
Amount: \$162,300.00

ACTION REQUESTED: The Superintendent recommends approval.

b. Contracted Services – **SEE PAGE #8**

Fund Source: Head Start  
Amount: \$73,000.00

ACTION REQUESTED: The Superintendent recommends approval.

c. GASB 45 OPEB Contract – **SEE PAGE #10**

Fund Source: General Fund  
Amount: \$8,600.00

ACTION REQUESTED: The Superintendent recommends approval

d. Contract for Dental Treatments for Head Start – **SEE PAGE #12**

Fund Source: Special Federal Stimulus – Head Start ARRA  
Amount: \$11,538.00

ACTION REQUESTED: The Superintendent recommends approval.

- e. Contract for Retirement Plan Compliance and Administration Services Agreement – **SEE PAGE #14**

Fund Source: General Fund

Amount: \$4,852.32 (\$5.42 per eligible employee x 926 employees)

ACTION REQUESTED: The Superintendent recommends approval.

- f. Contract for Crossing Guard at WGHS – **SEE PAGE #16**

Fund Source: General Fund

Amount: \$7,200.00

ACTION REQUESTED: The Superintendent recommends approval.

### ITEMS FOR DISCUSSION

#### 3. AGREEMENTS/CONTRACTS

- a. Agreement Between Gadsden County School District and Alternative Unlimited, Inc. – **SEE PAGE #18**

Fund Source: N/A

Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

- b. Loan for Purchase of 24 School Buses – **SEE PAGE #32**

Fund Source: Capital Improvements Fund

Amount: Loan Amount \$2,318,042.00 with a fixed rate of 3.45%

ACTION REQUESTED: The Superintendent recommends approval.

#### 4. EDUCATIONAL (IMPROVEMENT PLAN OF ACTION)

- a. East Gadsden High School

#### 5. EDUCATIONAL ITEMS BY THE SUPERINTENDENT

#### 6. SCHOOL BOARD REQUESTS AND CONCERNS

#### 7. ADJOURNMENT

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 2a

DATE OF SCHOOL BOARD MEETING: August 11, 2009

TITLE OF AGENDA ITEMS: Contracted Services

DIVISION: Finance Department

PURPOSE AND SUMMARY OF ITEMS:

Board approval is requested for the following purchase orders:

<u>Vendor</u>	<u>PO #</u>	<u>Amount</u>	<u>Fund</u>
Applied Communication Technology	176544	\$20,000.00	110
Applied Communication Technology	176545	\$30,720.00	110
Intratech Alliance Corporation	176546	\$94,080.00	110 and 420
Network Cableing Services, Inc.	176547	\$17,500.00	110

FUND SOURCE: General Fund and Title I

AMOUNT: \$162,300.00

PREPARED BY: Bonnie Wood

POSITION: Assistant Superintendent for Business Services

THE SCHOOL BOARD OF GADSDEN COUNTY

DATE

PURCHASE ORDER NO.

07-01-09

35 MARTIN LUTHER KING, JR., BLVD. QUINCY, FLORIDA 32351  
 PHONE (850) 627-9651 FAX (850) 627-2760  
[www.gcps.k12.fl.us](http://www.gcps.k12.fl.us)

176544

FL SALES TAX EXEMPTION # 85-8012621915C-2

FEDERAL ID # 59-6000615

<b>VENDOR A1042</b> APPLIED COMMUNICATION TECHNOLOGY, INC. 1108 EAST TENNESSEE STREET TALLAHASSEE, FL 32308	<b>SHIP TO THIS ADDRESS</b> GADSDEN COUNTY SCHOOL DISTRICT SONJA BRIDGES, ED.D. (TECHNOLOGY DEPT.) 35 MARTIN LUTHER KING, JR. BLVD. QUINCY, FL 32351
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PRINCIPAL / SUPERVISOR	COMPTROLLER	SUPERINTENDENT
<i>Sonja Bridges</i>		

QUANTITY	PRODUCT NO.	DESCRIPTION	UNIT PRICE	TOTAL
		VIDEO SYSTEM MAINTENANCE		\$20,000.00
		E-RATE YR 13 2009-2010		
		JULY-SEPTEMBER	\$5,000.00	
		OCTOBER-DECEMBER	\$5,000.00	
		JANUARY-MARCH	\$5,000.00	
		APRIL-JUNE	\$5,000.00	

TECHNOLOGY PLAN 09-10 BOARD APPROVED: 01/27/2009  
 Purchase Order 09-10 Board Approved: 07/28/2009

PAY TERMS: NET 30

- All correspondence/shipments must reflect the PO number. For prompt payment mail invoice to Accounts Payable address above.
- If box checked and you accept this PO, goods/services & invoice must be received by the District no later than June 15 of the CURRENT YEAR. NO FINANCIAL OBLIGATION continues after June 30 of the CURRENT YEAR if the box is checked. This PO is void after one year.
- Notice to Vendor/Contractor: By acceptance of the contract/order in excess of \$10,000 and involving Federal Funds, the Vendor/Contractor agrees to comply with Title 34 Section 80.36 Code of Federal Regulations. Termination for cause and for convenience by the grantee or sub-grantee including the manner by which it will be affected and the basis for settlement will be decided by the School Board of Gadsden County. In addition, the Vendor/Contractor agrees to comply with Florida Statute 257.36 regarding retention of records for 5 years.

DISTRIBUTION TO BE COMPLETED BY ORIGINATOR							FINANCE DEPT USE EXPENDITURE
FUND	FUNCTION	OBJECT	CENTER	PROJECT	PROGRAM	AMOUNT	
110	5100	310	9001	<del>10970</del> 1104970	9900	\$20,000.00	

VENDOR









THE SCHOOL BOARD OF GADSDEN COUNTY

DATE

PURCHASE ORDER NO.

07-01-09

35 MARTIN LUTHER KING, JR., BLVD. QUINCY, FLORIDA 32351  
 PHONE (850) 627-9651 FAX (850) 627-2760  
[www.gcps.k12.fl.us](http://www.gcps.k12.fl.us)

176547

FL SALES TAX EXEMPTION # 85-8012621915C-2

FEDERAL ID # 59-6000615

<p><b>VENDOR</b> N 0636                  NETWORK CABELING SERVICES, INC.                  2820-B INDUSTRIAL PLAZA                  TALLAHASSEE, FL 32301</p>	<p><b>SHIP TO THIS ADDRESS</b>                  GADSDEN COUNTY SCHOOL DISTRICT                  SONJA BRIDGES, ED.D.                  35 MARTIN LUTHER KING, JR. BLVD.                  QUINCY, FL 32351</p>
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PRINCIPAL / SUPERVISOR <i>Sonja Bridges</i>	COMPTROLLER	SUPERINTENDENT
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QUANTITY	PRODUCT NO.	DESCRIPTION	UNIT PRICE	TOTAL
		LOCAL AREA NETWORK SYSTEMS MAINTENANCE (SEE ATTACHED CONTRACT) E-RATE YEAR 13 2009-2010		\$17,500.00
		TO BE PAID QUARTERLY		
		JULY-SEPTEMBER	\$4,375.00	
		OCTOBER-DECEMBER	\$4,375.00	
		JANUARY-MARCH	\$4,375.00	
		APRIL-JUNE	\$4,375.00	

TECHNOLOGY PLAN 09-10 Board Approved: 01/27/2009  
 Purchase Order 09-10 Board Approved: 07/28/2009

PAY TERMS: NET 30

- All correspondence/shipments must reflect the PO number. For prompt payment mail invoice to Accounts Payable address above.
- If box checked and you accept this PO, goods/services & invoice must be received by the District no later than June 15 of the CURRENT YEAR. NO FINANCIAL OBLIGATION continues after June 30 of the CURRENT YEAR if the box is checked. This PO is void after one year.
- Notice to Vendor/Contractor: By acceptance of the contract/order in excess of \$10,000 and involving Federal Funds, the Vendor/Contractor agrees to comply with Title 34 Section 80.36 Code of Federal Regulations. Termination for cause and for convenience by the grantee or sub-grantee including the manner by which it will be affected and the basis for settlement will be decided by the School Board of Gadsden County. In addition, the Vendor/Contractor agrees to comply with Florida Statute 257.36 regarding retention of records for 5 years.

DISTRIBUTION TO BE COMPLETED BY ORIGINATOR							176547	FINANCE DEPT USE EXPENDITURE
FUND	FUNCTION	OBJECT	CENTER	PROJECT	PROGRAM	AMOUNT		
110	5100	310	9001	<del>9900</del> 1104970	9900	17,500.00		

VENDOR

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 2b

DATE OF SCHOOL BOARD MEETING: August 11, 2009

TITLE OF AGENDA ITEMS: Contracted Services

DIVISION: Finance Department

PURPOSE AND SUMMARY OF ITEMS:

Board approval is requested for the following purchase order:

<u>Vendor</u>	<u>PO #</u>	<u>Amount</u>	<u>Fund</u>
Dick Howser Center	176462	\$73,000.00	420

FUND SOURCE: Head Start

AMOUNT: \$73,000.00

PREPARED BY: Bonnie Wood

POSITION: Assistant Superintendent for Business Services





SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 2c

DATE OF SCHOOL BOARD MEETING: August 11, 2009

TITLE OF AGENDA ITEMS: GASB 45 OPEB Contract

DIVISION: Finance Department

PURPOSE AND SUMMARY OF ITEMS:

Board approval is requested for the attached contract for actuarial services for compliance with Governmental Accounting Standards Board (GASB) Statement No. 45 which requires local governmental employers to include postemployment benefits as part of financial reporting.

This contract would join the other members of PAEC in procuring the services of Gabriel Roeder Smith and Company to perform the actuarial calculations necessary to comply with GASB 45 OPEB.

FUND SOURCE: General Fund

AMOUNT: \$ 8,600.00

PREPARED BY: Bonnie Wood

POSITION: Assistant Superintendent for Business Services

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

\_\_\_\_\_ Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered \_\_\_\_\_

CHAIRMANS'S SIGNATURE: page(s) numbered \_\_\_\_\_  
Be sure that the Comptroller has signed the budget page.



DATE  
07/27/09

THE SCHOOL BOARD OF GADSDEN COUNTY

PURCHASE ORDER NO.  
176658

35 MARTIN LUTHER KING, JR., BLVD. QUINCY, FLORIDA 32351  
PHONE (850) 627-9651 FAX (850) 627-2760  
[www.gcps.k12.fl.us](http://www.gcps.k12.fl.us)

FL SALES TAX EXEMPTION # 85-8012621915C-2

FEDERAL ID # 59-6000615

<b>VENDOR</b> VG00220000		<b>SHIP TO THIS ADDRESS</b>	
GABRIEL ROEDER SMITH & CO. CONSULTANTS & ACTUARIES 1 E BROWARD BLVD, STE505 FT LAUDERDALE FL 333011872		GADSDEN COUNTY PUBLIC SCHOOLS 35 MARTIN LUTHER KING JR BLVD QUINCY FL 32351	

PRINCIPAL / SUPERVISOR	COMPTROLLER	SUPERINTENDENT
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QUANTITY	PRODUCT NO.	DESCRIPTION	UNIT PRICE	TOTAL
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ATTEN: ACCOUNTS PAYABLE

2		BLANKET ORDER 2209-2010 ACTUARIAL VALUATION OF OTHER POST-EMPLOYMENT BENEFITS	4300.00	8600.00
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PAY TERMS: NET 30

- All correspondence/shippments must reflect the PO number. For prompt payment mail invoice to Accounts Payable address above.
- If box checked and you accept this PO, goods/services & invoice must be received by the District no later than June 15 of the CURRENT YEAR. NO FINANCIAL OBLIGATION continues after June 30 of the CURRENT YEAR if the box is checked. This PO is void after one year.
- Notice to Vendor/Contractor: By acceptance of the contract/order in excess of \$10,000 and involving Federal Funds, the Vendor/Contractor agrees to comply with Title 34 Section 80.36 Code of Federal Regulations. Termination for cause and for convenience by the grantee or sub-grantee including the manner by which it will be affected and the basis for settlement will be decided by the School Board of Gadsden County. In addition, the Vendor/Contractor agrees to comply with Florida Statute 257.36 regarding retention of records for 5 years.

DISTRIBUTION TO BE COMPLETED BY ORIGINATOR							AMOUNT	FINANCE DEPT USE EXPENDITURE
FUND	FUNCTION	OBJECT	CENTER	PROJECT	PROGRAM			
110	7100	310	9001	1109990		8600.00		

VENDOR



**SUMMARY SHEET**

**RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA**

**AGENDA ITEM NO.** 2d

**DATE OF SCHOOL BOARD MEETING:** August 11, 2009

**TITLE OF AGENDA ITEMS:** Contract for Dental Treatments for Head Start

**DIVISION:** Finance Department

**PURPOSE AND SUMMARY OF ITEMS:**

Board approval is requested for Purchase Order 176616 for dental treatment/exams provided to Head Start children.

**FUND SOURCE:** Special Federal Stimulus – Head Start ARRA

**AMOUNT:** \$ 11,538.00

**PREPARED BY:** Bonnie Wood

**POSITION:** Assistant Superintendent for Business Services

Nov 30, 2009

b

THE SCHOOL BOARD OF GADSDEN COUNTY

PURCHASE ORDER

ABSOLUTELY NO BACK ORDERS

35 Martin Luther King, Jr., Blvd. Quincy, Florida 32351 Phone (850) 627-9651 FAX (850) 627-2760 www.gcps.k12.fl.us

DATE 7-01-09

PURCHASE ORDER NO. 176616

SALES TAX EXEMPT NO. 30-10-005215-53C FED. ID. 59-6000615

FOR PROMPT PAYMENT MAIL ORIGINAL COPY OF YOUR INVOICE TO THE ABOVE ADDRESS ATTN: ACCOUNTS PAYABLE

THIS NUMBER MUST APPEAR ON YOUR INVOICE

Please return white copy to HS/Pre-K

PAGE 1 OF 1

VENDOR / SUPPLIER NUMBER: 60183 Gadsden Dental Clinic 278 Dr. LaSalle Lefall Drive Quincy, FL 32351

SHIP ORDER TO THIS ADDRESS Gadsden County HS/Pre-K Carolyn Harden, Director 35 MLK Jr. Blvd. Quincy, FL 32351

APPROVED BY PRINCIPALS / SUPERVISOR'S AUTHORIZATION COMPTROLLER / AGENT SUPERINTENDENT

Table with columns: QUANTITY, PRODUCT NO., DESCRIPTION OF ITEM(S), UNIT PRICE, TOTAL AMOUNT. Includes handwritten notes: 'Board April:', 'Sole local source for pediatric dentistry', and 'PARTIAL PAYMENTS'.

Notice to Vendor/Contractor: By acceptance of the contract/order in excess of \$10,000 and involving Federal Funds, the Vendor/Contractor agrees to comply with Title 34, Section 80.36(i) Code of Federal Regulations...

DISTRIBUTION - TO BE COMPLETED BY ORIGINATOR Table with columns: FUND, FUNCTION, OBJECT, CENTER, PROJECT, PROGRAM, AMOUNT.

FINANCE DEPARTMENT USE Table with columns: DATE, EXPENDITURE.

VENDOR

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 2e

DATE OF SCHOOL BOARD MEETING: August 11, 2009

TITLE OF AGENDA ITEMS: Contract for Retirement Plan Compliance and Administration Services Agreement

DIVISION: Finance Department

PURPOSE AND SUMMARY OF ITEMS:

Board approval is requested for the continuation of the contract with TSA Consulting Group to provide compliance administration services for the District's Section 403(b) programs.

This contract would be utilizing the bid initiated by the Seminole County School District. Sixty of the school districts in the State of Florida use TSA Consulting Group to perform this service. The firm is not associated with any provider of insurance and retains an objective third-party status.

FUND SOURCE: General Fund

AMOUNT: \$4,852.32 (\$5.42 per eligible employee x 926 employees)

PREPARED BY: Bonnie Wood

POSITION: Assistant Superintendent for Business Services



## THE SCHOOL BOARD OF GADSDEN COUNTY

DATE  
07/27/09

PURCHASE ORDER NO.  
176657

35 MARTIN LUTHER KING, JR., BLVD. QUINCY, FLORIDA 32351  
PHONE (850) 627-9651 FAX (850) 627-2760  
[www.gcps.k12.fl.us](http://www.gcps.k12.fl.us)

FL SALES TAX EXEMPTION # 85-8012621915C-2

FEDERAL ID # 59-6000615

**VENDOR**

VT00600000

**SHIP TO THIS ADDRESS**

T S A CONSULTING GROUP, INC.  
15 YACHT CLUB DRIVE, NE  
FT WALTON BEACH FL 32548

GADSDEN COUNTY PUBLIC SCHOOLS  
35 MARTIN LUTHER KING JR BLVD  
QUINCY FL 32351

PRINCIPAL / SUPERVISOR

COMPTROLLER

SUPERINTENDENT

QUANTITY	PRODUCT NO.	DESCRIPTION	UNIT PRICE	TOTAL
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ATTEN: ACCOUNTS PAYABLE

12

965EST

BLANKET ORDER 7/09-6/30/2010  
COMPLIANCE EDGE SVC  
ELIGIBLE EMPLOYEES/ CONTRAT  
@ \$5.42 ANNUALLY

404.36 4852.32

**PAY TERMS: NET 30**

- All correspondence/shipments must reflect the PO number. For prompt payment mail invoice to Accounts Payable address above.
- If box checked and you accept this PO, goods/services & invoice must be received by the District no later than June 15 of the CURRENT YEAR. NO FINANCIAL OBLIGATION continues after June 30 of the CURRENT YEAR if the box is checked. This PO is void after one year.
- Notice to Vendor/Contractor: By acceptance of the contract/order in excess of \$10,000 and involving Federal Funds, the Vendor/Contractor agrees to comply with Title 34 Section 80.36 Code of Federal Regulations. Termination for cause and for convenience by the grantee or sub-grantee including the manner by which it will be affected and the basis for settlement will be decided by the School Board of Gadsden County. In addition, the Vendor/Contractor agrees to comply with Florida Statute 257.36 regarding retention of records for 5 years.

E

DISTRIBUTION TO BE COMPLETED BY ORIGINATOR						FINANCE DEPT USE EXPENDITURE
FUND	FUNCTION	OBJECT	CENTER	PROJECT	PROGRAM	
110	7100	310	9001	1109990		4852.32

**VENDOR**

**SUMMARY SHEET**

**RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA**

**AGENDA ITEM NO.** 2f

**DATE OF SCHOOL BOARD MEETING:** August 11, 2009

**TITLE OF AGENDA ITEMS:** Contract for Crossing Guard at WGHS

**DIVISION:** Finance Department

**PURPOSE AND SUMMARY OF ITEMS:**

Board approval is requested for crossing guard services at West Gadsden High School in front of Greensboro Elementary School.

**FUND SOURCE:** General Fund

**AMOUNT:** \$ 7,200.00

**PREPARED BY:** Bonnie Wood

**POSITION:** Assistant Superintendent for Business Services

THE SCHOOL BOARD OF GADSDEN COUNTY

DATE  
07/27/09

PURCHASE ORDER NO.  
176663

35 MARTIN LUTHER KING, JR., BLVD. QUINCY, FLORIDA 32351  
PHONE (850) 627-9651 FAX (850) 627-2760  
[www.gcps.k12.fl.us](http://www.gcps.k12.fl.us)

FL SALES TAX EXEMPTION # 85-8012621915C-2

FEDERAL ID # 59-6000615

<b>VENDOR</b> VMI6058000  MURRAY, AMOS LEE 135 JAMES CIRCLE QUINCY FL 32351	<b>SHIP TO THIS ADDRESS</b>  GADSDEN COUNTY PUBLIC SCHOOLS 35 MARTIN LUTHER KING JR BLVD QUINCY FL 32351
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PRINCIPAL / SUPERVISOR	COMPTROLLER	SUPERINTENDENT
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QUANTITY	PRODUCT NO.	DESCRIPTION	UNIT PRICE	TOTAL
		BLANKET ORDER SY 2009-2010		
720	180DAYS	CROSSING GUARD SERVICES 4/HRS PER DAY STUDENTS IN SCHL AUGUST 24, 2009 -- JUNE 4, 2010 WGHS IN FRONT OF GREENSBORO EL	10.00	7200.00

**PAY TERMS: NET 30**

1. All correspondence/shipments must reflect the PO number. For prompt payment mail invoice to Accounts Payable address above.
2.  If box checked and you accept this PO, goods/services & invoice must be received by the District no later than June 15 of the CURRENT YEAR. NO FINANCIAL OBLIGATION continues after June 30 of the CURRENT YEAR if the box is checked. This PO is void after one year.
3. Notice to Vendor/Contractor: By acceptance of the contract/order in excess of \$10,000 and involving Federal Funds, the Vendor/Contractor agrees to comply with Title 34 Section 80.36 Code of Federal Regulations. Termination for cause and for convenience by the grantee or sub-grantee including the manner by which it will be affected and the basis for settlement will be decided by the School Board of Gadsden County. In addition, the Vendor/Contractor agrees to comply with Florida Statute 257.36 regarding retention of records for 5 years.

DISTRIBUTION TO BE COMPLETED BY ORIGINATOR							FINANCE DEPT USE EXPENDITURE
FUND	FUNCTION	OBJECT	CENTER	PROJECT	PROGRAM	AMOUNT	
110	6100	390	0051	1104260		7200.00	

**VENDOR**



SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 3a

DATE OF SCHOOL BOARD MEETING: August 11, 2009

TITLE OF AGENDA ITEM: Agreement Between Gadsden County School District and Alternative Unlimited, Inc.

DIVISION: Administration

       This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM: Alternative Unlimited, Inc. will provide a community-based alternative education program called "Drop Back In" for eligible students. Eligible students shall include those students who are residents of Gadsden County not currently enrolled in an educational program.

FUND SOURCE: N/A

AMOUNT: N/A

PREPARED BY: Reginald C. James

POSITION: Superintendent of Schools

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INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

       Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered \_\_\_\_\_

CHAIRMAN'S SIGNATURE: page(s) numbered \_\_\_\_\_

This form is to be duplicated on light blue paper.

**AGREEMENT BETWEEN  
GADSDEN COUNTY SCHOOL DISTRICT and  
ALTERNATIVES UNLIMITED, INC.**

This agreement for services is made by and between the School Board of Gadsden County, a statutory corporation and political subdivision of the State of Florida having its principal address at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351 (hereinafter "District"), and Alternatives Unlimited, Inc., a Maryland corporation with its principal address at 8508 Loch Raven Boulevard, Suite E, Baltimore, Maryland 21286, (hereinafter "AU").

**WHEREAS**, in accordance with State law, a school board may contract with an organization that operates a community-based innovative instructional program that meets the unique needs of at-risk students; and

**WHEREAS**, Gadsden County School District and AU desire to cooperate in rendering services to students who have dropped out of school;

**NOW THEREFORE**, in consideration of the mutual promises herein contained and other good and valuable consideration, Gadsden County School District and AU agree as follows:

**TERM**

This Agreement shall become effective with the signatures of the Gadsden County School District Superintendent and School Board Chairman and AU authorized signor. The Agreement will be effective from the date of execution and shall continue in effect until June 30, 2010, unless terminated on an earlier date or otherwise amended. The Agreement may be reviewed annually, and either party may request amendments. Any proposed amendments or modifications shall become effective only if agreed to in writing observing all the formalities of the Agreement.

**PROGRAM DESCRIPTION**

AU will provide a community-based alternative education program called "*Drop Back In*" (hereinafter "DBI") for eligible students. Eligible Students shall include those students who are residents of Gadsden County not currently enrolled in an educational program. The parties expect that Eligible Students shall receive academic services sufficient to enable them to satisfy District's graduation requirements.

DBI will not accept any student unless he/she has been unenrolled either voluntarily or unvoluntarily from the Gadsden County School system for ninety (90) days.

*DBI* shall follow the Gadsden County School District calendar unless the District's Superintendent or designee approves an alternate calendar. AU agrees to provide no fewer than five (5) hours of instructional time per day. Any variation must be discussed with Gadsden County District personnel. *DBI* classes shall not exceed an average daily attendance pupil/instructional staff ratio as subscribed to by the District. Supervision and control of students while in the *DBI* shall be the sole responsibility of AU.

AU agrees to operate *DBI* in accordance with all requirements and guidelines as may be requested by District throughout the term of this Agreement in order to ensure that the program is in compliance with all applicable federal, state, and local laws and agency rules, regulations, and guidelines and to ensure that Gadsden County School District remains entitled to receive maximum funding from the State for participating in this Agreement.

AU shall comply with the requirements of all applicable federal, state, and local laws and regulations, including, but not limited to, those laws governing the provision of education to students with disabilities, students who have limited English proficiency. AU shall also comply with the requirements of all applicable judicial rulings, including the META Consent Decree, and with the requirements of the District's English Language Learners Plan.

AU shall provide the District its written procedures governing intake, evaluation, dismissal, and separation of students as well as its written policies regarding the conduct and discipline of students while they are enrolled in the educational program. AU shall adopt then Gadsden County School District Code of Student Conduct and at the time of intake shall secure student and parent/guardian signatures acknowledge an understanding of the rules and penalties for violating them. *DBI* will keep these signatures on file. AU administrative staff will meet quarterly or more, as needed, with District Administrative staff to discuss the program and progress of its students. The District's School Board will provide *DBI* with available Student-Family Handbooks for each student enrolled in the program.

### **FACILITIES**

AU agrees to provide educational services at various sites within the community. AU, in consultation with the District, will be permitted to open other sites in order to accommodate all eligible students so that no student will be placed on a waiting list and therefore denied an opportunity to pursue an education. AU understands and agrees to the requirement that the District will implement a program of monitoring to ensure successful implementation of the *DBI* program. AU agrees to maintain the



facilities in accordance with federal, state and local laws, city ordinances, and District policy. All sites selected by AU for use in the performance of this Agreement will be reported to the District Facilities Department representative two or more weeks prior to the first day they plan to serve students. AU welcomes recommendations and/or suggestions of viable sites for the *DBI* sites from the District. All computer lab and internet wiring will be configured and installed by AU who will assume all costs.

AU will comply with the standard requirements as specified for the programmed use, as determined in the Florida Building Code, the Florida Fire Prevention Code, Americans with Disabilities Act (Guidelines), and the State Requirements for Educational Facilities. The District requires that proposed sites and floor plans be reviewed for code compliance by the District Building Department prior to any commitment by AU regarding said sites. AU shall ensure that the property owner maintains current sanitation and health certificates and that all leased sites comply with all annual fire inspection requirements for educational facilities. Fire and emergency drills must be conducted by AU in accordance with District policies.

#### **ADMINISTRATIVE AND INSTRUCTIONAL STAFF**

AU shall identify a *DBI* administrator with the authority to make decisions on behalf of AU and who will represent AU, including but not limited to, in all required administrative meetings and training. In the event that such administrator is not available, an AU designee approved by Gadsden County School District may represent AU when appropriate and necessary.

All AU teachers must meet the statutory certification requirements and be assigned classes in accordance with the Florida Course Code Directory. All AU employees, appointees, or agents who are permitted access to AU sites when students are present or who come into contact with students as part of the educational program must submit to a background check at AU expense in a manner prescribed by State law and District policies. AU agrees to remove all persons providing services to students under this Agreement that do not meet the standards under the District Board Policies on criminal background checks and employee history checks.

All AU teachers must be qualified in a manner prescribed by the Gadsden County School District to teach limited English proficient students and may be required to attend professional development to become properly certificated.

AU shall employ a minimum of one Exceptional Student Education (ESE) certified teacher to develop, implement and determine mastery of the Individual Educational Plan (IEP) goals for special education students. AU shall employ an ESE Specialist who shall participate in admission and exiting conferences, IEP preparation and

staffing, and maintaining ESE compliance for special education students. AU shall promptly notify designated District personnel and complete all appropriate forms and paperwork in the event that any AU teacher or staff suspects that a particular District student in the program may have a disability, which may qualify him/her for special education services.

AU shall promptly notify designated District personnel of student's qualifying for ESOL services, or language proficiency assessment and continuance of ESOL services in accordance with student's ELL plan.

AU shall designate a testing coordinator responsible for the administration of all standardized testing required by the District.

AU shall employ properly certified substitute teachers for permanent instructional personnel who are temporarily absent due to illness or personal reasons.

### **STUDENT EVALUATION**

AU shall conduct an academic assessment of each student upon intake (BASI Test). The results of this assessment combined with the student's previous class schedule and educational goals shall determine what instructional strategies shall be employed while the student is enrolled in the AU's educational program. AU shall design a student schedule outlining a course of study that the student is to follow. All courses offered must lead toward a standard high school diploma. AU will require of all **DBI** students, the District's approved academic credit standard for a high school diploma as outlined in the District's Student Progression Plan. Students eligible for graduation must have courses completed and registered in the Gadsden County School District's database prior to the graduation ceremony. With respect to Special Education students, if appropriate, accommodations as stated on the IEP, will be made to the curriculum in order for the student to meet the requirements of a high school diploma.

Subsequent to the review of academic history, each non-ESE student shall have developed an Academic Plan that shall identify the academic needs of the student stated as short term and long term academic goals leading to graduation. The Plan shall be reviewed and revised with the student participating on regularly scheduled intervals.

AU agrees to administer the FCAT, End of Course examinations, and any other District-wide mandatory test on site, utilizing AU staff, certified to meet all legal mandates and District/State policies. Furthermore, AU shall initiate testing in accordance with the District calendar and procedures.

AU shall maintain individual achievement records in a form prescribed by the Gadsden County School District for each student. Included therein must be a record specifying which competencies have been mastered, the date on which mastery was achieved, and the signature of the certified teacher verifying mastery. Appropriate documentation shall be submitted to the Gadsden County School District upon completion of courses.

AU shall make available a quiet, private room for AU psychological evaluations and ESE and/or ESOL interviews or parent/teacher meetings. The cost of such evaluations shall be borne by AU.

District shall periodically evaluate, if it so chooses, the quality of the AU educational program. The Superintendent's designee shall give AU ten (10) calendar day's prior notice of such evaluation by United States Postal Service certified mail, return receipt requested. AU shall cooperate with District employees, appointees, and/or agents as they attend to their assigned task. Upon development of a final report, AU and the Gadsden County School District shall agree on any changes, if necessary, that will be made.

### **TEXTBOOKS**

District agrees to provide students state-adopted textbooks, as ordered by AU through the District and the Textbook Department at no additional cost above such compensation set forth in this Agreement, to assure appropriate and supplemental instruction. AU shall be required to complete an inventory of assigned textbooks by June 15, 2010. AU shall be responsible for any lost/damaged textbooks.

### **ATTENDANCE and MEMBERSHIP**

AU agrees to comply with the District attendance policy as described in the Code of Student Conduct in order to prevent truancy and promote school attendance. Students [who exceed the number of absences allowed by the District policy, and with respect to whom the Gadsden County School District would require removal, shall be withdrawn from DBI](#). AU agrees to take attendance daily and forward information to the appropriate District designee on an agreed upon timeline. District will provide AU with information from the Gadsden County School District's Data System for those students enrolled at DBI.

AU's full time equivalent membership shall be counted during the official FTE/FEFP survey weeks in October and February. A student is in membership when he/she is officially assigned (not withdrawn) to a course or program by the District. To be



reported for funding, each student must be enrolled and scheduled appropriately in the state automated data system. All course identification must be accurate such as state approved course number, section number, period number, days per week and class minutes.

The student must be in attendance at least one day during the FTE/FEFP survey week or one of the six days/classes preceding the survey period. Survey periods occur in October and February. The presence, absence, or tardiness of each student shall be checked, each day, and recorded daily in the Automated Student Attendance Record-keeping System. To comply with the rules, a pupil is in attendance if actually present at the school site.

### **STUDENT RECORDS**

AU will prepare and maintain records relating to the students and the program in accordance with the Gadsden County School District daily quality record requirements to include demographic data, address verification, test scores, discipline records, health and immunization records, attendance, withdrawal (leave) code documentation and other appropriate information, and input such information by either (a) installing and using appropriate technology to receive training from District at AU's sole expense, or (b) providing personnel to receive training from the District and to input required information at AU or at a designated District site.

AU understands that Gadsden County School District must have access to copies of student administrative and educational records in order to effectively participate in this Agreement. AU agrees to provide District access to all students, administrative, educational and financial records required to monitor and evaluate the effectiveness of the program. AU agrees to allow the District access to all facilities, including classrooms, during regular operation hours in order to facilitate such monitoring activities.

To the extent that AU or District will come into possession of student records and information, and to the extent that AU or District will be involved in the survey, analysis, or evaluation of students, incidental to this Agreement, both parties agree to comply with all requirements of the Family Educational Rights and Privacy Act and Section 1002.22, Florida Statutes (2009). In the event that District is required to furnish information or records of AU, AU shall furnish such information and records to District and District shall have the right to release such information and records.

To the extent permitted by law, sessions for AU *“Drop Back In”* clients including, but not limited to, academic assessments, psychosocial profiles, limited English proficiency, grade reports, attendance data and cumulative records. AU shall comply fully with laws, policies and rules guaranteeing the confidentiality of student educational records and access thereto.

Each party will protect the rights of students and clients with respect to records created, maintained, and used by public institutions. It is the intent of this Agreement to ensure that guardians and students have the right to access and the right to privacy with respect to records and reports. The Parties will strictly adhere to all applicable state and federal laws and regulations relating to rights of students or their guardians with respect to student records and reports, including but not limited to Florida Statutes and State Board of Education Rules.

### **TRANSPORTATION**

Transportation to the *“DBI”* sites will not be provided by AU.

### **MEDIA**

AU shall implement and comply with all District policies and procedures, including but not limited to the District media policy.

### **DISTRICT PARTICIPATION**

Gadsden County School District will provide AU a list of students eligible for participation in the *“DBI”*. AU requires the most recent and updated listing of students who have dropped-out (withdrawn) from school. The list must contain complete names, addresses and phone numbers.

Gadsden County School District will monitor the performance and services provided by AU in accordance with performance standards outlined in this Agreement.

District will monitor the preparation and maintenance of District/AU record requirements to include demographic data, test scores, discipline records, attendance, lesson planning, grade reporting and recording, and other appropriate or required information.

If District and AU agree and/or staff shall participate GCS in District staff development activities, both mandatory and optional, and classroom visitations and observations as requested.

District will meet quarterly or more as needed with AU Administrative staff to discuss the program and progress of its students.

### **COMPENSATION**

It is agreed that Gadsden County School District will act as the agency through which all funds will pass through in the process of paying AU. AU shall receive ninety percent (90%) of all FTE per pupil revenue generated through FEFP while District shall retain ten percent (10%) of the FTE/FEFP with textbooks being provided to AU. Payment to AU will be based upon the number of students enrolled and reported by AU as of the FTE survey weeks. AU will be responsible for refunding to District any revenue lost as a result of errors identified in FTE program audits. AU agrees to accept the per-student (FTE/FEFP) allocation paid by the State during the October and the February reporting periods. October enrollment funds will be paid no later than December 1, 2009 and February FTE/FEFP will be April 1, 2010.

### **REPORTS AND EVALUATIONS**

AU shall submit to District within thirty (30) days after the execution of this Agreement the most recent financial statement of its assets and liabilities. District will accept an un-audited version. AU understands and agrees that such statement accompanying this Agreement may be a public document and Authorized Version and authorizes Gadsden County School District to release the statement as a part of this Agreement.

AU will maintain and retain throughout the term of this Agreement and for a period of at least two (2) years, financial information that indicates utilization of funds received from District. In the event of a state or federal audit of the District regarding expenditures of state funds, AU shall make available for inspection such financial information as required by the State Department of Education or other auditing agencies.

AU agrees to submit an annual report of each year of implementation, starting with the end of the first year of implementation. The annual report must contain basic demographic data, attendance rates, enrollment data, and achievement data on all participating students. Student achievement data shall include, but not be limited to, the number of credits earned by students, the number of credits earned per student, the number of students participating in the program, and the number of graduates exiting the program. These data must be sufficient to allow judgment of the program effectiveness in achieving its stated objectives.



If requested, AU will provide a final summative project report to the Gadsden County School District at the completion of the contract term. This report will include, but will not be limited to project background information, a description of the project implementation, and accomplishments and conclusions.

Gadsden County School District reserves the right to conduct its own evaluation of this project at any time to verify effectiveness.

AU and District intend to utilize the results of the evaluations and written reports as part of the criteria for continuation or termination of future participation in the program. Unless otherwise required by law, no reports or evaluations created pursuant to this Agreement may be released to third parties without prior written consent of the District which consent shall not be unreasonably withheld.

### **DISPUTES**

Any disputes between the parties shall be sought through communication between the AU Administrator and the Superintendent or his designee.

If it is impossible to achieve a solution to the problem and the appropriate Gadsden County School District Superintendent/designee and the AU Administrator are not able to reach a mutual decision, the parties shall have access to the legal system for the resolution of disputes. Jurisdiction shall be in the State of Florida and venue shall be the 2<sup>nd</sup> Judicial Circuit, in and for Gadsden County. Prior to legal action, the parties may, by mutual agreement, submit any dispute to mediation with a qualified mediator appropriately certified by the state or federal courts.

### **RELATIONSHIP OF THE PARTIES**

It is understood and agreed that AU is an independent contractor and that neither it nor any employees or agents contracted by this institution shall be deemed for any purposes to be employees (paid or volunteer) or agents of the District. This Agreement does not create a joint venture or business partnership under Florida law. **AU** assumes full responsibility for the actions of such personnel and volunteers while performing any services incident to the Agreement and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), workers' compensation, benefits and like requirements and obligations. In no event shall either party be responsible or liable to the other party for any action or inaction of its respective officials, agents, administrators, employees, volunteers and students.

## INDEMNIFICATION

AU shall defend, hold harmless, and indemnify District and its governing board, officers, agents and employees from and against all liabilities and claims for damages for death, sickness, injury and any other legally compensable damages to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses ( including attorney fees), from any cause whatsoever arising from or connected with its services hereunder, resulting from the negligence or intentional acts of AU, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this Agreement. The insurance coverage shall continue coverage for all services covered hereunder and shall not be a claims-made policy.

## INSURANCE

During the entire term of this Agreement and any extensions or modification thereof, AU shall submit and keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of services by AU, of at least one million dollars (\$1,000,000) for each person and two million dollars (\$2,000,000) for all accidents or occurrences for all damages arising out of death, bodily injury, sickness or disease from any one accident or occurrence, and one million dollars (\$1,000,000) for all damages and liability arising out of injury or destruction of property for each accident or occurrence. The policy must include a statement that the general liability provides coverage for contractual liability. Policy must include a statement that the general liability provides coverage for contractual liability. Policy must list District as an additional insured. Not later than the effective date of the agreement, AU shall provide Gadsden County School District with satisfactory evidence of insurance, naming Gadsden County School District as additional certificate holder, including a provision for twenty (20) calendar day written notice to District before cancellation or material change, evidencing the above-specific coverage. AU shall at its own cost and expense, procure and maintain insurance under the Workers' Compensation law, if applicable. District reserves the right to revise the requirements of this provision at any time. If Gadsden County School District determines that additional insurance coverage is necessary, District will reopen negotiations with AU to modify the terms of this Agreement. Failure to supply Gadsden County School District with insurance renewal information is reason for contract termination.

## **NO WAIVER OF IMMUNITY**

Neither AU nor Gadsden County School District waives or relinquishes immunity or defense on behalf of itself, its trustees, officers, employees, or agents as results of the execution of this Agreement and performance of the functions and obligation described herein.

## **NO WAIVER**

No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any provision shall be construed to be a waiver of such breach.

## **RIGHT IN PROPERTY**

All title to AU supplies, equipment furniture, and records shall remain the sole property of AU. All title to District furnished supplies; equipment, furniture, materials and/or textbooks shall remain the sole property of District.

## **TERMINATION**

The Agreements may be terminated prior to expiration of the term as follows:

1. By written mutual agreement of the parties hereto, which agreement shall state the effective termination date and any other terms and conditions of said termination.
2. By either party, hereto, with or without cause at the end of any school year.
3. By either party, hereto, with 30 days notice, upon a breach of terms of this Agreement, after first giving the other party written notice of the breach and an opportunity to cure.

## **NOTICE**

Any notice required to be given under the provisions to this Agreement shall be in writing and shall be duly served when it shall be hand delivered to the addresses set out below, or shall have been deposited, duly registered or certified, return receipt requested, in a United States Post Office addressed to the party at the following addresses:

To: AU

Alternatives Unlimited, Inc.  
Attn: Sylvia Jones, Chief Academic Officer  
8508 Loch Raven Blvd., Suite E.  
Baltimore, MD 21286

To: Gadsden County School District

Mr. Reginald James  
Superintendent  
Gadsden County Schools  
35 Martin Luther King, Jr. Blvd.  
Quincy, FL 32351

Any party may designate a different address by giving the other party ten (10) days prior written notice in the manner provided above.

#### **NO ASSIGNMENT**

No assignment of this Agreement or of any duty or obligation or performance or payment hereunder, shall be made by either party, in whole or in part, without the prior written consent of the other party.

#### **SECTION HEADINGS**

The heading of sections contained in this Agreement are for convenience only, and they shall not, expressly or by implication, limit, define, extend, or construe the terms or provisions of the sections of this Agreement.

#### **GOVERNING LAW**

This Agreement is made in the State of Florida and shall be construed, interpreted, and governed by the laws of such state. The parties irrevocably consent to the sole and exclusive jurisdiction and venue of the State and/or Courts for any action under this Agreement.

#### **NO THIRD PARTY BENEFICIARIES**

Nothing in this Agreement shall be deemed or construed to create any third party beneficiaries or otherwise give any third party any claim or right of action against any party.



**COMPLETE UNDERSTANDING**

This Agreement shall constitute the complete understanding of AU and Gadsden County School District, and may not be modified in any manner without the express written consent of both parties.

**PERFORMANCE OF WORK**

AU shall perform the services, furnish the equipment, facility, and personnel, and do all things necessary and proper for the performance and completion of the work required by this Agreement at AU's sole cost and expense.

**COUNTERPARTS**

This Agreement is executed in counterparts, each which shall have the full force and effect of an original Agreement, and each of which shall constitute but one and the same instrument.

**AUTHORITY**

Each person signing this Agreement on behalf of each party individually warrants that he or she has full legal power to execute this Agreement 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 Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and effective on \_\_\_\_\_, 2009.

APPROVED AS TO FORM BY

Alternatives Unlimited, Inc.

\_\_\_\_\_  
Gadsden County School District

\_\_\_\_\_  
President

ATTEST:

BY: \_\_\_\_\_  
Reginald James  
Superintendent

**SUMMARY SHEET**

**RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA**

**AGENDA ITEM NO.** 3b

**DATE OF SCHOOL BOARD MEETING:** August 11, 2009

**TITLE OF AGENDA ITEMS:** Loan to Purchase 24 School Buses

**DIVISION:** Transportation and Finance Departments

**PURPOSE AND SUMMARY OF ITEMS:**

Discussion by the Board is requested regarding action to secure a loan from Capital City Bank to purchase 24 buses. The District's Attorney has been reviewing the attached documentation.

**FUND SOURCE:** Capital Improvements Fund

**AMOUNT:** Loan Amount \$2,318,042.00 with a fixed rate of 3.45%

**PREPARED BY:** Rocky Pace and Bonnie Wood

**POSITION:** Director of Transportation and Assistant Superintendent for Business Services



May 7, 2009

Ms. Bonnie Wood, Asst. Superintendent for Business and Finance  
The School Board of Gadsden County  
35 Martin Luther King Jr. Blvd.  
Quincy, FL 32351

**Re: \$2,318,042.00 Equipment Loan**

Dear Ms. Wood:

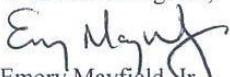
The following is a term sheet from Capital City Bank for a \$2,318,042.00 loan to purchase certain equipment in the form of 24 Thomas Built Buses. Please note that this term sheet is not a commitment to fund this loan.

<b>Amount Financed:</b>	\$2,318,042.00
<b>Structure:</b>	Principal and interest be due on an annual basis, except for the first payment which will be due on December 1, 2009. The term of the loan is 5 years and will fully amortize during this time period.
<b>Interest Rate:</b>	3.45%. This is a tax-exempt rate and it will be fixed for the 5 year duration of the subject loan.
<b>Security:</b>	UCC on equipment. Loan to be further secured by a covenant to budget and appropriate non ad valorem revenue.
<b>Prepayment Penalty:</b>	None
<b>Fee:</b>	\$2,500 Administration, Underwriting, and Document Preparation Fee.

If the Gadsden County School Board is in agreement with these terms then Capital City Bank will review the District's most recent audit, and upon a satisfactory review we will issue a formal commitment letter. Again, the terms stated above are not binding and this is not a commitment by Capital City Bank to fund this loan.

Thank you for the opportunity to submit these terms and for the District's continued business with Capital City Bank.

With kindest regards,

  
Emory Mayfield, Jr.  
Senior Vice President, Institutional Banking

CC: Mr. Walter McPherson, Gadsden County Community President

**AMORTIZATION SCHEDULE FOR GADSDEN COUNTY SCHOOL DISTRICT**

Annual Interest Rate:	3.45%
Term of Loan:	5 years
Principal & Interest Due:	Annually
Loan Amount:	\$ 2,318,042.00
Origination Date:	September 1, 2009

<b>Payment Date</b>	<b>Interest Due</b>	<b>Principal Due</b>	<b>Total Payment</b>	<b>Balance</b>
12/1/2009	\$19,687.04	\$106,665.00	\$126,352.03	2,211,377.00
12/1/2010	\$69,441.67	\$435,966.46	\$505,408.13	1,775,410.54
12/1/2011	\$54,160.70	\$451,247.43	\$505,408.13	1,324,163.11
12/1/2012	\$38,344.12	\$467,064.01	\$505,408.13	857,099.09
12/1/2013	\$21,973.15	\$483,434.98	\$505,408.13	373,664.12
9/1/2014	\$5,391.98	\$373,664.12	\$379,056.10	(0.00)