

AGENDA

SCHOOL BOARD WORKSHOP

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

July 31, 2012

4:30 P.M.

THIS WORKSHOP IS OPEN TO THE PUBLIC

1. CALL TO ORDER
2. FINANCIAL DATA REPORT
3. ALTERNATIVES UNLIMITED DROP BACK IN ACADEMY -SEE PAGE #9
4. ITEMS BY THE SUPERINTENDENT
5. SCHOOL BOARD REQUESTS AND CONCERNS
6. ADJOURNMENT

FLORIDA DEPARTMENT OF EDUCATION



STATE BOARD OF EDUCATION

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ROBERTO MARTÍNEZ, Vice Chair


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Gerard Robinson
Commissioner of Education



MEMORANDUM

DATE: July 19, 2012
TO: Local Education Agency (LEA) Finance Officers
FROM: Linda Champion 
SUBJECT: Sequestration of Federal Funds

This memorandum is intended to share with you information available at this time regarding the sequestration of federal funds and to suggest possible actions that districts may take to mitigate the effects of sequestration during the 2012-13 fiscal year.

Background

The possibility of sequestration was raised by the Budget Control Act. Sequestration, as defined by the Congressional Budget Office, is an enforcement mechanism by which the President orders the cancellation of budgetary resources in amounts sufficient to eliminate a deficit. In this case, a budget sequester is when funds that would otherwise be spent under current law are reserved and used instead for deficit reduction. The Budget Control Act is comprised of two possible scenarios under which federal spending could be sequestered.

- **Deficit reduction sequester** occurs as a result of Congress's failure to enact legislation that reduces the budget deficit by at least \$1.2 trillion over the next ten years (to begin January 3, 2013). The deficit reduction sequester affects all non-exempt (not mandatory) federal programs, with equal savings coming from defense spending and non-defense spending.

LINDA CHAMPION
DEPUTY COMMISSIONER, FINANCE AND OPERATIONS

325 W. GAINES STREET • SUITE 1214 • TALLAHASSEE, FLORIDA 32399-0400 • (850) 245-0406 • FAX (850) 245-9378
www.fldoe.org

- **Discretionary sequester** occurs as a result of Congress exceeding any of the annual discretionary spending caps set by the Budget Control Act. All non-exempt discretionary programs would be sequestered by an equal amount sufficient to reduce total appropriations to the cap specified in the Budget Control Act.

If the Joint Select Committee does not report a reduction in the budget deficit and Congress has not enacted legislation to reduce the budget deficit by more than \$1.2 trillion, then the Budget Control Act will go into effect on January 3, 2013.

The issue is further complicated by the fact that there are several different federal appropriations that are in effect during any July 1 – June 30 state fiscal period and implementation of sequestration will affect those appropriations differently. Those appropriations that specifically need to be considered for 2012-13 are:

Fiscal Year 2012 forward funded budget authority - Those funds appropriated in the fiscal year 2012 omnibus appropriations bill become available in July 2012, and are available to states and schools for the 2012-13 school year. NONE of those funds will be subject to sequestration because sequestration does not apply to unobligated balances from prior year's appropriations. It applies just to fiscal year 2013 budget authority.

Fiscal Year 2013 advanced appropriations - These funds were also appropriated in the fiscal year 2012 bill, but because funds do not become available until October 1, 2012, they are considered fiscal year 2013 budget authority. These funds are also for the 2012-13 school year and they are subject to sequestration; however, since funds become available on October 1, 2012, and sequestration does not take effect until January 3, 2013, it is unclear what amount of those funds will not yet have been obligated on that date and thus be subject to sequestration.

It is possible that the final decisions regarding sequestration will not be made until just before the January 3, 2013, deadline.

Effect

Unless Congress acts prior to January 3, 2013, some form of sequestration will occur. Exact dollar amounts cannot be determined at this time, although several creditable organizations, including Education Week, Committee for Education Funding, and the American Association of School Administrators, have provided estimates that range from 7 to 9 percent in potential reduction of grant awards to states. It is the Florida Department of Education's intent to take every possible action to minimize the reduction to districts; however, in certain programs, the Department has little flexibility with regard to amounts awarded to districts. Therefore, it is essential that districts plan for the possibility of significant mid-year reductions in federal funds awarded for 2012-13.

Strategies

Districts have two options in planning federal grant budgets for 2012-13:

- Determine an amount for a possible reduction. The Department will allow subrecipients to indicate this amount in a separate line item described as "Funds for possible sequestration." The function code will appear as "9999," with the associated object code of "999." When the final decisions regarding sequestration are known, the sequestration amount will be deleted and either the budget will be amended to increase allowable expenditures and/or to decrease the award amount. This is the approach that the Department recommends.
- Prepare two budgets – one for submission with your grant applications and one to put into effect mid-year should sequestration be implemented.

Under either scenario, districts will need to submit amended budgets mid-year, hopefully in conjunction with the roll-forward process, if funds are sequestered.

In making your plans, you will want to consider the availability of roll-forward dollars from 2011-12 (these funds will not be affected by sequestration and could help to make up the shortfall for 2012-13 in the event that funds are sequestered).

Although it is possible that Congress will act to avert sequestration, no one at any level (federal, state, or local) can guarantee such action. Therefore, it is not only prudent, but fiscally necessary, to plan now for the actions you will take in the event that sequestration is imposed.

Should you have additional questions regarding sequestration, you may contact Martha K. Asbury, Assistant Deputy Commissioner, Finance and Operations, at (850) 245-0420 or Martha.Asbury@fldoe.org.

cc: Federal Program Contacts

Attachment: Executive Office of the Governor Memorandum # 13-002

LC:ma



RICK SCOTT
GOVERNOR

STATE OF FLORIDA

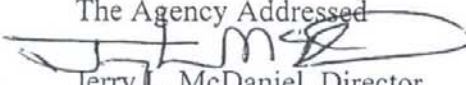
Office of the Governor

THE CAPITOL
TALLAHASSEE, FLORIDA 32399-0001

www.flgov.com
850-488-7146
850-487-0801 fax

MEMO # 13-002

MEMORANDUM

TO: The Agency Addressed

FROM: Jerry L. McDaniel, Director
Office of Policy and Budget
SUBJECT: Federal Funds Sequestration
DATE: July 16, 2012

Congress passed, and the President signed into the law, the Budget Control Act of 2011 (Public Law 112-25) on August 2, 2011. The Act established a budget enforcement mechanism in an effort to reduce the federal deficit by at least \$2.1 trillion over the next 10-year period. Partial deficit reduction of an estimated \$900 billion is expected to be achieved through statutory limits or caps on discretionary spending over that 10-year period. The Budget Control Act provided two options for Congress to reach \$1.2 trillion in savings. First, it established a Joint Select Committee on Deficit Reduction to produce savings and second, if the Joint Committee was unable to produce the savings, then the cuts would happen automatically beginning in January 2013. As you know, the special Joint Committee was unable to reach an agreement, so the automatic cuts, known as sequestration, are scheduled for January 2013.

The basic goal of the Budget Control Act is to cut and cap discretionary spending over the next decade. Sequestration would affect all non-exempt federal programs with equal savings from defense and non-defense spending. Unless Congress acts to repeal the cuts, or rearrange the cuts from one agency to another prior to January 2, 2013, some form of sequestration may occur, and it is advised that affected agencies should begin analyzing the impact. While much of the major funding states receive now is exempt from sequestration, such as Medicaid and Transportation funding, it is possible that some grant programs will be affected.

This communication is advisory in nature and subject to change based on congressional action between now and January 2013. We will keep you informed as additional information becomes available. For detailed information on the Budget Control Act of 2011, please see the attached PDF document.

JLM/erp

"Pamela Tennell (FAMU)" <pamela.tennell@fam.u.edu>, "Patricia Hodge (FAMU)" <patricia.hodge@fam.u.edu>, "Steve Bowen (FSU)" <sbowen@fsu.edu>

Housing looks better in some areas but statewide there is still the foreclosure hump brought about by the robo-signature scandal where companies weren't allowed to foreclose until they corrected their paperwork.

In Europe auto sales have gone down for the last four years and by quite a bit. In the US, auto sales have rebounded. However, whether this recovery is a long term one remains to be seen. Moreover, gas prices have come down but they are still a bit volatile and income has not gone up and whether that is going to dampen SUV and truck sales remains to be seen.

The economic picture is mixed but there are spots in FL which seem to be recovering nicely.

Florida's Economy

Toluse Olorunnipa

Tampa Bay Times

July 24, 2012

TALLAHASSEE — Florida's unemployment rate probably won't change much between now and the end of the year, and the jobs picture is set to remain bleak through 2016, a team of state economists said Monday.

With a troubled real estate market and trouble brewing in Europe, the state economy faces a prolonged uphill climb, according to the Economic Estimating Conference, a group of state labor experts.

The group's long-term predictions about the economy have potential repercussions for the both the presidential election in November and the 2014 race for governor.

As President Barack Obama and Republican Mitt Romney vie for Florida's 29 electoral votes, they will likely be doing so at a time when the state's employment numbers remain stagnant. When Gov. Rick Scott runs for re-election in 2014, Florida will likely be suffering from high joblessness, with a rate near 8 percent.

Even if job creation accelerates in the coming months, that might not translate into declining

unemployment right away, since the current rate has been skewed by large numbers of people leaving the labor market in recent months, the economists said.

"At some point, when the economy starts getting better, you're going to see those folks coming back into the labor force, and begin actively looking for a job again," said Amy Baker, head of the state Legislature's Office of Economic and Demographic Research. "You could see that put a little upward pressure at least to flatten out, a little bit, the unemployment rate."

Here are a few expectations from the **Economic Estimating Conference**:

- **Unemployment** is expected to remain at or near its current rate of 8.6 percent throughout the rest of the year.
- Florida's unemployment rate will probably not fall below 7 percent until 2016, and will be higher than the national unemployment rate until 2018.
- Impending **foreclosures** and a tight credit market will likely be a drag on the housing market for several years.
- **Tourism** will likely take a hit from the economic problems in Europe and the slowdown in China's growth rate.

There was some good news as well. Car sales have come in higher than expected so far this year, and the trend lines continue to point upward.

"The auto industry is doing well," said Clyde Diao, an economist with the governor's office. "Gas prices have gone down, so probably people are more inclined to buy new SUVs and trucks."

Also, Florida has collected about \$400 million in revenue above estimates so far this year, welcome news for a Legislature that has had to wrangle over a tight budget since the beginning of the recession.

But as financial problems once again mount in Europe, Florida could feel the ripple effects in its tourism industry and housing market.

And real estate, one of the state's main economic drivers, is forecast to remain troubled for several years to come. Because it takes more than two years for the average foreclosure to run its course in Florida, the recent uptick in foreclosures is likely to affect prices through 2014.

"What I think about a lot is the inventory we have out there and foreclosures hitting the market over the next two years," said Baker. "I think that's going to tend to depress prices."

ALTERNATIVES UNLIMITED DROP BACK IN ACADEMY

GADSDEN COUNTY ANNUAL REPORT
2011-2012

GADSDEN COUNTY DROP BACK IN ACADEMY

Quincy

Stevens School
1006W 4th St.

Midway

Eugene Lamb Center
420 Palmer Road

Havana Annex

111- 16th Ave.

Chattahoochee

Greater Bethel
560 MLK Blvd.

OVERVIEW

2009-2010

Fall Enrollment: 53
Spring Enrollment: 78
Seniors:15
Graduates: 2

2011-2012

Fall Enrollment: 94
Spring Enrollment:96
Seniors:25
Graduates: 4

2010-2011

Fall Enrollment: 75
Spring Enrollment: 110
Seniors:20
Graduates: 4

GRADUATES-"THEN & NOW"

2009-2010

- 2 Graduates- Both have graduated from Tallahassee Community College with AA Degree.**

2011-2012

- 4 Graduates- Two are enrolled at Tallahassee Community College and two are applying for enrollment at TCC.**

2010-2011

- 4 Graduates- Two are enrolled at Tallahassee Community College and one is enrolled at Alabama State University**
-

TOTAL NUMBER OF STUDENTS ENROLLED AFTER THE 10TH DAY OF SCHOOL: 2011-2012

9TH GRADE	16 YRS OLD	17 YRS OLD	18 YRS OLD	19 YRS OLD	20 YEAR OLD	21 YRS OLD	22 YRS OLD
General Population	1	0	1	4	4	21	0
ESE Population	0	2	0	1	3	1	0

TOTAL NUMBER OF STUDENTS ENROLLED AFTER THE 10TH DAY OF SCHOOL: 2011-2012

10TH GRADE	16 YRS OLD	17 YRS OLD	18 YRS OLD	19 YRS OLD	20 YEAR OLD	21 YRS OLD	22 YRS OLD
General Population	0	0	0	4	1	1	0
ESE Population	0	1	0	0	1	3	0

TOTAL NUMBER OF STUDENTS ENROLLED AFTER THE 10TH DAY OF SCHOOL: 2011-2012

11TH GRADE	16 YRS OLD	17 YRS OLD	18 YRS OLD	19 YRS OLD	20 YEAR OLD	21 YRS OLD	22 YRS OLD
General Population	0	0	0	7	4	3	0
ESE Population	0	0	0	0	0	0	0

TOTAL NUMBER OF STUDENTS ENROLLED AFTER THE 10TH DAY OF SCHOOL: 2011-2012

12TH GRADE	16 YRS OLD	17 YRS OLD	18 YRS OLD	19 YRS OLD	20 YEAR OLD	21 YRS OLD	22 YRS OLD
General Populatio n	0	0	0	5	7	5	0
ESE Populatio n	0	0	0	0	0	2	0

TOTAL NUMBER OF STUDENTS ENROLLED AT THE END OF THE FIRST SEMESTER: 2011-2012

9TH GRADE	16 YRS OLD	17 YRS OLD	18 YRS OLD	19 YRS OLD	20 YEAR OLD	21 YRS OLD	22 YRS OLD
General Population	0	2	4	4	8	4	0
ESE Population	0	0	3	1	6	5	7

TOTAL NUMBER OF STUDENTS ENROLLED AT THE END OF THE FIRST SEMESTER: 2011-2012

10TH GRADE	16 YRS OLD	17 YRS OLD	18 YRS OLD	19 YRS OLD	20 YEAR OLD	21 YRS OLD	22 YRS OLD
General Population	0	1	0	2	7	0	0
ESE Population	0	0	1	0	2	2	3

TOTAL NUMBER OF STUDENTS ENROLLED AT THE END OF THE FIRST SEMESTER: 2011-2012

11TH GRADE	16 YRS OLD	17 YRS OLD	18 YRS OLD	19 YRS OLD	20 YEAR OLD	21 YRS OLD	22 YRS OLD
General Population	0	1	4	4	4	1	0
ESE Population	0	0	0	0	1	0	0

TOTAL NUMBER OF STUDENTS ENROLLED AT THE END OF THE FIRST SEMESTER: 2011-2012

12TH GRADE	16 YRS OLD	17 YRS OLD	18 YRS OLD	19 YRS OLD	20 YEAR OLD	21 YRS OLD	22 YRS OLD
General Population	0	0	2	6	5	8	0
ESE Population	0	0	0	0	1	0	3

TOTAL NUMBER OF STUDENTS ENROLLED LAST DAY OF SCHOOL:2011-2012

9TH GRADE	16 YRS OLD	17 YRS OLD	18 YRS OLD	19 YRS OLD	20 YEAR OLD	21 YRS OLD	22 YRS OLD
General Population	0	0	3	3	4	3	0
ESE Population	0	0	3	1	1	2	2

TOTAL NUMBER OF STUDENTS ENROLLED LAST DAY OF SCHOOL:2011-2012

10TH GRADE	16 YRS OLD	17 YRS OLD	18 YRS OLD	19 YRS OLD	20 YEAR OLD	21 YRS OLD	22 YRS OLD
General Population	0	0	3	2	4	0	0
ESE Population	0	0	1	0	1	2	2

TOTAL NUMBER OF STUDENTS ENROLLED LAST DAY OF SCHOOL:2011-2012

11TH GRADE	16 YRS OLD	17 YRS OLD	18 YRS OLD	19 YRS OLD	20 YEAR OLD	21 YRS OLD	22 YRS OLD
General Population	0	1	2	4	4	0	0
ESE Population	0	0	0	1	0	0	0

TOTAL NUMBER OF STUDENTS ENROLLED LAST DAY OF SCHOOL:2011-2012

12TH GRADE	16 YRS OLD	17 YRS OLD	18 YRS OLD	19 YRS OLD	20 YEAR OLD	21 YRS OLD	22 YRS OLD
General Population	0	0	1	6	8	6	0
ESE Population	0	0	0	0	1	0	3

TOTAL NUMBER OF STUDENTS WHO HAVE COMPLETED ALL CREDIT REQUIREMENTS ALLOWING FOR PROMOTION TO THE NEXT GRADE LEVEL. IN CASE OF SENIORS, NUMBER WHO HAVE COMPLETED CURRICULUM REQUIREMENTS.

2011-2012

- FRESHMAN: 0
- SOPHMORE: 0
- JUNIOR: 3
- SENIOR: 7
(GRADUATES)

INDIVIDUAL EDUCATIONAL PROGRAM

- TOTAL NUMBER OF IEP'S REQUIRED: 20
- TOTAL NUMBER OF IEP IN COMPLIANCE: 20
- TOTAL NUMBE OF IEP'S NOT IN COMPLIANCE: 0
- LIST OF CLASSIFICATIONS: 113

DBIA TOTAL CREDITS EARNED 2011-2012

SITE	TOTAL ENROLLED	ENGLISH	MATH	SCIENCE	SOCIAL STUDIES	ELECTIVES
QUINCY	43	6.0	5.5	3.0	6.5	3.5
HAVANA	29	3.5	2.5	1.5	2.0	3.0
MIDWAY	9	1.5	1.0	2.0	1.5	2.0
CHATT.	10	.5	2.0	0	1.0	1.0

CREDITS EARNED PER GRADE

2010-2011

<input type="checkbox"/> 9 TH GRADE:	3.0
<input type="checkbox"/> 10 TH GRADE:	9.5
<input type="checkbox"/> 11 TH GRADE:	12.0
<input type="checkbox"/> <u>12TH GRADE:</u>	<u>22.0</u>
TOTAL	46.5

2011-2012

<input type="checkbox"/> 9 TH GRADE:	3.0
<input type="checkbox"/> 10 TH GRADE:	7.0
<input type="checkbox"/> 11 TH GRADE:	23.0
<input type="checkbox"/> <u>12TH GRADE:</u>	<u>16.5</u>
TOTAL	49.5

CREDIT EARNED PER STUDENTS 2011-2012

CREDIT EARNED SUMMARY

<input type="checkbox"/> 0 - 3.0 CREDITS:	27 STUDENTS
<input type="checkbox"/> 3.5 - 6.0 CREDITS:	2 STUDENTS
<input type="checkbox"/> 6.5 - 9.0 CREDITS:	0 STUDENTS
<input type="checkbox"/> 9.5 - 12.0 CREDITS:	1 STUDENT

FCAT ASSESSMENT

FCAT <u>2010-2011</u>	NUMBER OF STUDENTS TESTED	NUMBER OF STUDENTS PASSED
READING	19	1
MATH	8	2

FCAT <u>2011-2012</u>	NUMBER OF STUDENTS TESTED	NUMBER OF STUDENTS PASSED
READING	15	1
MATH	6	2

ACT ASSESSMENT

ACT <u>2010-2011</u>	NUMBER OF STUDENTS TESTED	NUMBER OF STUDENTS PASSED	ACT <u>2010-2011</u>	NUMBER OF STUDENTS TESTED	NUMBER OF STUDENTS PASSED
READING	N/A	N/A	READING	12	4
MATH	N/A	N/A	MATH	12	10

ASSESSMENT SUMMARY

- **After we reflected upon our 2010-2011 testing results via FCAT, as a staff we decided to shift our testing instructions towards ACT preparations. Our 2011-2012 ACT testing results demonstrate the effectiveness of content specific instructional strategies. Out of the 15 students that tested for FCAT Reading in 2011-2012, none of those students participated in our ACT prep classes due to various reasons. By gearing instructional time in favor of ACT prep, students will meet state requirements for high school graduation and most importantly have the necessary requirements for college admission.**

CONCLUSION

- **Looking forward, we have the opportunity to graduate eight of our seniors who only require a passing reading score via ACT preparations. During the previous school year, we have experienced emotional highs and lows. From students being overwhelmed with joy after receiving passing scores, to graduation night and dreams being one step closer, we have endured many obstacles. Our major issues were transportation, day care and adapting to students' work schedule. During the summer, we would like to work more with the school district to take full advantage of resources to help our students. As stake holders in our students educational experience, we need to ensure that all are exposed to opportunities for success.**

**AGREEMENT BETWEEN
GADSDEN COUNTY SCHOOL DISTRICT and
ALTERNATIVES UNLIMITED, INC.
For A Drop Back In Program**

This agreement for services is made by and between the School Board of Gadsden County School District (hereinafter "District") located at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351, and Alternatives Unlimited, Inc. (hereinafter "AU"), located at 1406 California St., Houston TX 77006.

WHEREAS, in accordance with Florida Law, a school district may contract with an organization that operates an innovative instructional program which meets the unique needs of at-risk students.

WHEREAS the District and AU desire to cooperate in rendering services to students who have dropped out of school prior to graduation.

WHEREAS the District and AU enter into this Agreement for the 2012-2013 and 2013-2014 school years, effective July 1, 2012 and ending on June 30, 2014. The Agreement may be modified or amended only with the written consent of District and AU consistent with all state and federal statutes, rules and regulations. This Agreement shall become effective with the signatures of the authorized agent of the District and AU.

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

1. PROGRAM DESCRIPTION

1.01. AU will provide an alternative education program called "*Drop Back In*" (hereinafter "DBI") for eligible District students. AU agrees to provide academic services for students who are not high school graduates, who are between the ages of 16 years through 21 years old and are not currently enrolled in a District operated educational program. DBI will not accept any student unless the student has been unenrolled either voluntarily or involuntarily from the District for at least ninety (90) days. DBI shall take all necessary steps to verify that any student requesting admission into its program has met the ninety (90) day requirement. Eligible students must be residents of the district. Eligible students shall receive academic services sufficient to enable them to satisfy District Graduation requirements.

1.02. AU will also provide "*Drop In*" services, which shall be functionally the same as DBI but shall be available to students who have not yet left school, but who the District has determined to be at-risk of not graduating.

1.03. The DBI program instructional staff will use the appropriate software which supports the District's course matrices. Any end-of-course assessments used in District high schools will also be used at AU sites.

1.04. The DBI program will be included as an exit option in the District's Dropout Prevention Plan.

1.05. The DBI program shall follow the District 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 the average daily attendance pupil/instructional staff ratio as subscribed by the District. Supervision and control of students while in the DBI shall be the sole responsibility of AU.

1.06. To the extent permitted by law, District shall make available to AU upon request any and all educational records in its possession for AU's DBI clients including, but not limited to, academic assessments, psychosocial profiles, limited English proficiency, grade reports, attendance data, IEPs, and cumulative records. The DBI program shall comply fully with laws, policies and rules guaranteeing the confidentiality of student educational records and access thereto.

1.07. AU will ensure that all legal duties and rights are afforded to students requiring special education or limited English services.

1.08. AU shall provide District with its written procedures governing intake, evaluation, dismissal, and separation of students of the DBI program within a reasonable time.

1.09. AU shall provide District its written policies regarding the conduct and the disciplining of students while they are enrolled in the educational program. AU shall adopt District's Student Conduct Code. AU administrative staff will meet quarterly or more as needed with District administrative staff to discuss the program and progress of each student. District will provide the Code of Conduct manuals for each student enrolled in the program.

1.10. Enrollment in DBI's program shall be capped at one hundred fifty (150) students for each of the 2012-2013 and the 2013-2014 school years.

2. FACILITIES

2.01. For DBI, AU agrees to provide educational services at various sites within the District. AU will determine the number of sites necessary. 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 in a timely manner. AU welcomes recommendations and/or suggestions of viable sites for the DBI sites from the District.

2.02. AU will comply with the standard requirements as specified for the programmed use, as determined in the State Building Code and Americans with Disabilities Act (Guidelines). AU shall ensure that the property owner maintains current sanitation and health certificates and that all leased sites receive an annual fire inspection.

2.03. For students still attending a District school, AU will perform those services on-site at the District's schools at a space designated by the District.

3. ADMINISTRATIVE AND INSTRUCTIONAL STAFF

3.01. AU shall identify a DBI administrator with the authority to make decisions on behalf of AU and whose authority will include but not be limited to representing AU at all required

administrative meetings and training. In the event that such administrator is not available, an AU designee will represent AU.

3.02. All AU teachers will meet State certification requirements. All AU employees, appointees, or agents 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 District. AU agrees to remove persons providing services to students under this Agreement who do not meet the standards under District board policies and administrative procedures on criminal background checks and employee background checks.

3.03. District shall assist in arranging for AU teachers and/or staff to participate in District Professional development activities, both mandatory and optional.

3.04. District shall agree to meet quarterly or more as needed with AU administrative staff to discuss the program and progress of students.

4. STUDENT EVALUATION

4.01. AU shall conduct an academic assessment of each student upon intake using the BASI test. The results of this assessment combined with the student's previous class schedule and educational goals shall determine the instructional strategies employed while the student is enrolled in DBI. 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 agrees to use the District's course matrices for Special Education students. Where appropriate, the Special Education teacher shall modify the curriculum as stated in the IEP in order for the student to meet the requirements of a high school diploma.

4.02. 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 testing scheduled intervals.

4.03. AU agrees to administer the FCAT, End of Course examinations, and other District-wide mandatory tests 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.

4.04. AU shall maintain individual achievement records. Included therein will 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.

4.05. 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.

4.06. 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 the 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.

5. TEXTBOOKS

5.01. District agrees to provide students with state-adopted textbooks as necessary.

6. ATTENDANCE AND MEMBERSHIP

6.01. AU agrees to comply with District attendance policy. AU agrees to take attendance daily and forward information to the appropriate District designee. In order to report attendance, grades and to obtain student records, etc., District will provide AU access to District-wide student data accounting system which is available to other schools in the District. AU will provide the appropriate computer hardware and the District will provide the program and the required training to AU's staff.

6.02. 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.

6.03. 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. 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.

6.04. District shall provide AU a list of students eligible for participation in the DBI program. AU requires that most recent and updated list of students who have withdrawn from school. The list must contain complete names, addresses and phone numbers.

7. STUDENT RECORDS

7.01. AU will prepare and maintain student and program records which shall include demographic data, test scores, discipline records, attendance, withdrawal (leave) code documentation and other appropriate information, and input such information by either (a) installing and using appropriate technology and connectivity as designed by District at AU's sole expense, or (b) providing personnel to receive training from District and to input required information at a designated District site.

7.02. AU understands that the 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 the District requires to monitor and evaluate the effectiveness of the program. AU agrees to allow District access to all facilities during normal scheduled hours.

7.03. 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 applicable State laws.

7.04. 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 the 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 students records and reports, including but not limited to Florida Statutes and State Board of Education Rules.

8. TRANSPORTATION

8.01. Transportation to the DBI program sites will not be provided by District. AU also understands that the district will not provide funds for transportation to the sites. However, if AU provides transportation and there is a mechanism that allows reimbursement to AU for funds spent on transportation, the District agrees to support and allow AU to be reimbursed for funds spent providing transportation.

9. COMPENSATION

9.01. AU shall receive ninety percent (90%) of all funds generated by DBI students while District shall retain ten percent (10%) of all funds generated by DBI students, 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 week(s). AU will be responsible for refunding to the District any revenue lost as a result of errors identified in FTE or program audits.

9.02. In the first semester of each school year, payment to AU is due by December 1. In the second semester of each school year, payment is due by April 1.

10. REPORTS AND EVALUATIONS

10.01. 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 unaudited version. AU understands and agrees that such statement accompanying this Agreement may be public document and Authorized Version and authorizes Gadsden County School District to release the statement as part of this Agreement.

10.02. AU will maintain and retain throughout the term of this Agreement and for a period 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 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.

10.03. AU agrees to submit an annual report. The annual report will contain basic demographic, attendance, enrollment and achievement data. 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.

10.04. The District reserves the right to conduct its own evaluation of this project at any time to verify effectiveness.

10.05. No reports or evaluations created pursuant to this Agreement may be released to third parties without prior written consent of District, which consent shall not be unreasonably withheld.

11. RELATIONSHIP OF THE PARTIES

11.01. It is understood and agreed that AU is an independent contractor and that neither it nor its employees or agents shall be deemed for any purposes to be employees (paid or volunteer) or agents of District. This Agreement does not create a joint venture or business partnership. AU assumes full responsibility for the actions of such personnel and volunteers while performing any services incident to this 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 etc. 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.

12. NO WAIVER

12.01 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 breach of any provision shall be construed to be a waiver of such breach.

13. RIGHT IN PROPERTY

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

14. PROPRIETARY INFORMATION

14.01. The parties to this Agreement agree that AU's written course of instruction constitutes a valuable asset and must be kept confidential. District shall not, without AU's prior written consent, disclose, directly or indirectly, any confidential or proprietary information concerning the course of instruction, or AU's business operations or methodology to any person, firm or entity and that such written information shall be used only to accomplish the purposes of this Agreement. District acknowledges AU's right to obtain an injunction if any aspect of this section is breached.

14.02. All information, whether written or otherwise, regarding AU's course of instruction, business operations or methodology are presumed to be AU's confidential information for purposes of this Agreement. Notwithstanding the foregoing, confidential information shall not be deemed to include any information or data which:

- (i) is within the public domain through no fault or breach of District, its employees or agents;
- (ii) is lawfully obtainable from other sources;
- (iii) District is required to disclose pursuant to the order of a court or tribunal of competent jurisdiction of the lawful requirements of a governmental agency, or as otherwise required by law; or

- (iv) is made available to students or parents and guardians participating in the program.

14.03. District warrants and agrees it will not appropriate AU's program or the use of AU's program. Any replications of the program by District is a per se violation of this provision.

15. TERMINATION, RENEWAL AND AMENDMENTS

15.01. The Agreement may be terminated prior to expiration of the term as follows:

1. By mutual written 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. Immediately, by either party, hereto, upon a breach of the terms of this Agreement, after first giving the other party written notice of the breach and permitting the other party ten (10) calendar days to remedy said breach.

15.02. This agreement shall be renewed automatically for an additional two year term unless the terminating party first gives the non-terminating party notice of its intent to terminate no less than sixty (60) days prior to the expiration of the term.

15.03. Either party may request amendments. Any proposed amendments or modifications shall be submitted in writing by either party at least thirty (30) days prior to formal discussion or negotiation on the issue. Any amendments shall become effective only if agreed to in writing observing all the formalities of this Agreement.

16. NOTICE

16.01. Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it is hand-delivered to the addresses set out below, or is 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: John Sullivan, Chief Executive Officer
4804 York Rd.
Baltimore, MD 21212

To: District
Gadsden County School District
Attn:
Quincy, Florida

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

17. NO ASSIGNMENT

17.01. 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.

18. SECTION HEADINGS

18.01. The headings 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.

19. DISPUTES AND GOVERNING LAW

19.01. This Agreement shall be construed, interpreted, and governed by the laws of the State of Florida.

19.02. Any disputes between the parties shall be sought through communication between the AU Administrator and the Superintendent's designee.

19.03. 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 resolution, 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 10th 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.

20. INDEMNIFICATION

20.01. 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 or 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.

21. INSURANCE

21.01. During the entire term of this agreement and any extension 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 service(s) 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 to our 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 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 a 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 Worker's 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.

22. NO THIRD PARTY BENEFICIARIES

22.01. 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.

23. COMPLETE UNDERSTANDING

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

24. PERFORMANCE OF WORK

24.01. 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 all at AU's sole cost and expense. This covenant shall include the defense of the interests of the District, Board, and the employees thereof in any legal or administrative proceedings.

25. AUTHORITY


25.01. 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 HEREOF, the parties hereto have caused this Agreement to be duly executed on _____, 2012.

Gadsden County School District

Alternatives Unlimited, Inc.

_____, Superintendent



Alternatives Unlimited, Inc.
Name: John Sullivan
Title: COO

Attest:

Attest:

Print Name: _____

Print Name: _____

Rosalyn W. Smith

From: Rontarius Robinson [rrobinson@auschools.net]
Sent: Monday, July 23, 2012 10:43 AM
To: SmithR@mail.gcps.k12.fl.us
Cc: Seabon Dixon
Subject: FW: contract language

Good morning,

I hope all is well in Gadsden County. Please see the information below we are asking to be included in the contract pertaining to transportation. This will be a tremendous enhancement to facilitating the needs of the students.

Also, after speaking with Mr. Rontarius Robinson about potential enrollment possibilities, it would be great if we could get the cap removed or at the minimum increased. If the cap remains, we request an increase of at least 15 to address the needs of those students we could have enrolled. One more request would be to also reduce the waiting period for a student to enroll in DBI and the possibility of a multi-year contract?

The old saying that goes, if you don't ask you want receive is appropriate hear, I'm asking.

Sincerely

Seabon Dixon III
Alternatives Unlimited Inc.
VP of Marketing/Bus. Development/Southeast
904-859-5229 cell

From: John Sullivan
Sent: Friday, May 04, 2012 10:37 AM
To: Seabon Dixon
Cc: Robert Schrenk
Subject: contract languag

"Hope all is well. Regarding the DBI contract, I was hoping to make two changes:

- 1) Transportation: Many of our charter competitors get reimbursed for transportation as it is a line item on the charter school worksheet, which is what is used to calculate DBI funding. If we could have that same opportunity, DBI would be able to provide bus passes (where applicable) as well as charter a shuttle. The change would not cost the district any money as the transportation money (90% of it) would simply pass-through GCPS from the state and it would improve enrollment and attendance in our centers. The proposed language would read:

TRANSPORTATION

Transportation to the DBI program sites will not be provided by District. AU understands that the district will not provide funds for transportation to their sites.; however, if AU provides transportation and there is a mechanism that allows reimbursement to AU for funds spent on transportation, District will support and allow AU to be reimbursed by state for funds spent providing transportation."

- 2) Multi-year contracts: We are moving to multi-year contracts with most of our district partners and hope to do so with Gadsden as well. There would be an opt-out mechanism in the contract which would allow the district to end the contract

at the end of any school year if the district was not happy so there wouldn't be a concern of the district being "locked in."
The advantage is that we wouldn't have to go through the board approval process every year."

Thank You,
John Sullivan
Alternatives Unlimited
p - 410.323.0689
f - 410.323.6347