

AGENDA

SPECIAL BOARD MEETING

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

July 14, 2009

6:00 P.M.

THIS MEETING IS OPEN TO THE PUBLIC

1. CALL TO ORDER

ITEMS FOR CONSENT

2. BIDS

- a. #2 Diesel Fuel Bid Award - #0910-01– **SEE PAGE #3**

Fund Source: Transportation

Amount: \$1,000,000.00

ACTION REQUESTED: The Superintendent recommends approval.

- b. Medical Physicians 2009-2010 – **SEE PAGE #7**

Fund Source: Transportation

Amount: \$8,000.00

ACTION REQUESTED: The Superintendent recommends approval.

ITEMS FOR DISCUSSION

3. AGREEMENTS/CONTRACTS

- a. Student Data Management System – CROSSPOINTE – **SEE PAGE #14**

Fund Source: General Fund

Amount: \$200,000.00 (First Year)

\$50,000.00 (Second Year)

ACTION REQUESTED: The Superintendent recommends approval.

- b. Agreement Between Gadsden County School District and Alternative Unlimited, Inc. – **SEE PAGE #53**

Fund Source: N/A
Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

- c. Sale and Lease of School Property and Building at Old Greensboro Elementary Location – **SEE PAGE #67**

Fund Source: N/A
Amount: As Per Agreement

ACTION REQUESTED: The Superintendent recommends approval.

4. **CONSIDERATION, PROPOSAL, AND/OR ADOPTION OF ADMINISTRATIVE RULES AND RELATED MATTERS**

- a. Discussion and Request to Advertise the Board’s Intent to Amend School Board Rule 7.51 (Payroll Procedures)
SEE PAGE #84

Fund Source: N/A
Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

5. **EDUCATIONAL (IMPROVEMENT PLAN OF ACTION)**

- a. Carter Parramore Academy

6. **ITEMS BY THE SUPERINTENDENT**

7. **SCHOOL BOARD REQUESTS AND CONCERNS**

8. **ADJOURNMENT**

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 2a

DATE OF SCHOOL BOARD MEETING: July 14, 2009

TITLE OF AGENDA ITEM: #2 Diesel Fuel Bid Award

DIVISION: Department of Transportation

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

PURPOSE AND SUMMARY OF ITEM: This is to seek School Board approval to award the fuel bid for SY2010 to Mansfield Oil Company. Mansfield Oil Company is our current supplier of #2 diesel fuel and was again the low bidder.

FUND SOURCE: Transportation

AMOUNT: \$1,000,000.00

PREPARED BY: Rocky Pace

POSITION: Director of Transportation

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 _____

Be sure that the COMPTROLLER has signed the budget page.

REVIEWED BY: *S. Budget* This form is to be duplicated on light blue paper.



*Gadsden County School Bus Transportation
35 Martin Luther King, Jr. Blvd.
Quincy, Florida 32351
Phone: 850-627-6858
Fax: 850-875-8895*



May 29, 2009

Mr. Reginald C. James
Superintendent of Schools
Gadsden District Schools
35 Martin Luther King Jr. Blvd
Quincy, Florida 32351

Dear Mr. James,

After reviewing the bids that were received for supplying #2 diesel fuel to the Transportation Department for the 2009-2010 school year, we recommend that the contract be awarded to Mansfield Oil Company, 1025 Airport Parkway, S. W., Gainesville, Georgia 30501-0198.

Sincerely,

A handwritten signature in blue ink, appearing to read "Rocky Pace", with a star symbol at the end.

Rocky Pace
Director of Transportation
Gadsden County Schools

*Joseph "Rocky" Pace
Director*

The School Board of Gadsden County



"Building A Brighter Future"

REGINALD C. JAMES
SUPERINTENDENT OF SCHOOLS

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

June 5, 2009

Dr. Sonja Bridges
Assistant Superintendent for academic Services
Gadsden County School Board
35 MLK Jr. Blvd.
Quincy, Florida 32351

Dear Dr. Bridges:

This letter is to document the bid status for all bidders that responded to our invitation to bid for our #2 diesel fuel contract for the upcoming school year. They are listed in order of their bid amount, lowest to highest. Mansfield Oil Company was the low bidder for the second consecutive year as indicated below. I am also attaching a copy of the Tally Sheet For Bids indicating the same results.

#2 Diesel Fuel Bid Responders in bid award order

1. Mansfield oil Company - .0127
2. Petroleum Traders - .0168
3. Indigo Energy - .0224
4. Ware Oil and Supply - .0322
5. Jim Hinton Oil Company - .0400
6. Hinson Oil Company - .0900

Respectfully Submitted,

Rocky Pace
Director of Transportation

cc: Bonnie Wood, Assistant Superintendent for Business and Finance
Office Files

ERIC F. HINSON
DISTRICT NO. 1
HAVANA, FL 32333

JUDGE B. HELMS, JR.
DISTRICT NO. 2
QUINCY, FL 32351

ISAAC SIMMONS, JR.
DISTRICT NO. 3
CHATTAHOOCHEE, FL 32324
GREENSBORO, FL 32330

CHARLIE D. FROST
DISTRICT NO. 4
GRETNA, FL 32332
QUINCY, FL 32352

ROGER P. MILTON
DISTRICT NO. 5
QUINCY, FL 32353

TALLY SHEETS FOR BIDS

BID NO: 0900 01

BID NAME: FUEL Bid 2009-2010 5Y

BID OPENING DATE: 5/29/2009

BID OPENING TIME: 1105

PER GALLON

COMPANY SUBMITTING BID	MARKUP #2 DIESEL	TERMINAL	RENEWAL
HINSON OIL COMPANY	.09	BAIN, GA	NO
JIM HINTON Oil Com	.04	BAIN, GA	YES
PETROCEUM TRADERS	.0168	BAIN, GA	YES
* MANSFIELD Oil Com	.0127	BAIN, GA	YES
INDIGO ENERGY	.0224	BAIN, GA	YES
WARE OIL & SUPPLY	.0322	BAIN, GA	YES

PRESENT AT BID OPENING:



 James A. Disney

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 26

DATE OF SCHOOL BOARD MEETING: July 14, 2009

TITLE OF AGENDA ITEM: **MEDICAL PHYSICALS 2009-2010**

DIVISION: **TRANSPORTATION**

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

PURPOSE AND SUMMARY OF ITEM: Recommended physicians to examine bus drivers and
(Type and Double Space) certain personnel for a recommended fee of \$70.00 per examination.

DR. CHOOKIERT EMKO	QUINCY, FL
DR. HELEN NITSIOS	QUINCY, FL
DR. MARK A. NEWBERRY	HAVANA, FL
FAMILY MEDICAL CENTER	CHATTAHOOCHEE, FL
QUINCY FAMILY MEDICINE	QUINCY, FL
TALLAHASSEE MEMORIAL FAMILY MEDICINE, QUINCY	QUINCY, FL

FUND SOURCE: **TRANSPORTATION**

AMOUNT: **\$8000.00**

PREPARED BY: **MR. ROCKY PACE** 

POSITION: **DIRECTOR of TRANSPORTATION**

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.

REVIEWED BY: Deborah Anderson

The School Board of Gadsden County



May 6, 2009
"Building A Brighter Future"

Reginald C. James
SUPERINTENDENT
OF SCHOOLS

35 MARTIN LUTHER KING, JR. BLVD.
QUINCY, FLORIDA 32351
TEL: (850) 627-9851
FAX: (850) 627-2760
www.gcps.k12.fl.us

LETTER OF INTEREST

YES, I/We would be interested in being recommended to the School Board of Gadsden County to conduct physical examinations on certain Board employees for fiscal year 2009-2010.

NO, I/We would not be interested in being recommended to the School Board of Gadsden County at this time.

\$70.00 School Board Approved fee per physical examination.

DRUG AND ALCOHOL TESTING EXCLUDED DEXTERITY TESTING SECTION EXCLUDED

TALLAHASSEE MEMORIAL FAMILY MEDICINE QUINCY

Physician's Name or Group

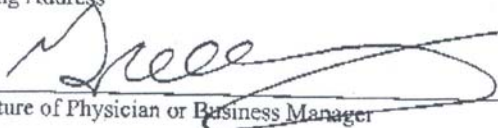
(Please print or type)

178 LASALLE LEFFALL DRIVE, QUINCY, FL 32351

Mailing Address

(850) 875-3600

Telephone Number


Signature of Physician or Business Manager

5-8-09
Date

PLEASE RETURN THIS FORM NO LATER THAN MAY 15, 2009
TO THE FOLLOWING ADDRESS:

MR. ROCKY PACE
DIRECTOR OF TRANSPORTATION
35 MARTIN LUTHER KING, JR. BLVD.
QUINCY, FL 32351
FAX NUMBER 875-8895

Eric F. Hiteon
DISTRICT NO. 1
HAVANA, FL 32333

Judge B. Helms, Jr.
DISTRICT NO. 2
QUINCY, FL 32351
HAVANA, FL 32333

ISAAC SIMMONS, JR.
DISTRICT NO. 3
CHATTahoochiee, FL 32334
GREENSBORO, FL 32330

Charlie D. Froot
DISTRICT NO. 4
GREENSBORO, FL 32330
QUINCY, FL 32352

ROGER P. MILTON
DISTRICT NO. 5
QUINCY, FL 32351

BOARD MEETS FOURTH TUESDAY OF EACH MONTH
EQUAL OPPORTUNITY EMPLOYER

The School Board of Gadsden County



"Building A Brighter Future"

May 6, 2009

REGINALD C. JAMES
SUPERINTENDENT OF SCHOOLS

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

LETTER OF INTEREST

YES, I/We would be interested in being recommended to the School Board of Gadsden County to conduct physical examinations on certain Board employees for fiscal year 2009-2010.

NO, I/We would not be interested in being recommended to the School Board of Gadsden County at this time.

\$70.00 School Board Approved fee per physical examination.

DRUG AND ALCOHOL TESTING EXCLUDED DEXTERITY TESTING SECTION EXCLUDED

CHOOKIERT EMKO, M.D.
Physician's Name or Group

(Please print or Type)

21 NORTH LOVE STREET QUINCY, FL 32351
Mailing Address

(850) 627-9563
Telephone Number

Jean Dowling O.M.
Signature of Physician or Business Manager

5/11/09
Date

PLEASE RETURN THIS FORM NO LATER THAN MAY 15, 2009

TO THE FOLLOWING ADDRESS:

**MR. ROCKY PACE
DIRECTOR OF TRANSPORTATION
35 MARTIN LUTHER KING, JR. BLVD.
QUINCY, FL 32351
FAX NUMBER 875-8895**

ERIC F. HINSON
DISTRICT NO. 1
HAVANA, FL 32333

JUDGE B. HELMS, JR.
DISTRICT NO. 2
QUINCY, FL 32351

ISAAC SIMMONS, JR.
DISTRICT NO. 3
CHATTAHOOCHEE, FL 32324
GREENSBORO, FL 32330

CHARLIE D. FROST
DISTRICT NO. 4
GRETNA, FL 32332
QUINCY, FL 32352

ROGER P. MILTON
DISTRICT NO. 5
QUINCY, FL 32353

BOARD MEETS FOURTH TUESDAY OF EACH MONTH
EQUAL OPPORTUNITY EMPLOYER

The School Board of Gadsden County



"Building A Brighter Future"

REGINALD C. JAMES
SUPERINTENDENT OF SCHOOLS

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

May 6, 2009

LETTER OF INTEREST



YES, I/We would be interested in being recommended to the School Board of Gadsden County to conduct physical examinations on certain Board employees for fiscal year 2009-2010.

NO, I/We would not be interested in being recommended to the School Board of Gadsden County at this time.

\$70.00 School Board Approved fee per physical examination.

DRUG AND ALCOHOL TESTING EXCLUDED DEXTERITY TESTING SECTION EXCLUDED

COASTAL INTERNAL MEDICINE HELEN NITSIOS, M.D.
Physician's Name or Group (Please print or type)

230 EAST CRAWFORD STREET QUINCY, FL 32351 (850) 627-4327
Mailing Address Telephone Number

Stacey Sawyer
Signature of Physical or Business Manager

5-15-09
Date

PLEASE RETURN THIS FORM NO LATER THAN MAY 15, 2009

TO THE FOLLOWING ADDRESS:

**MR. ROCKY PACE
DIRECTOR OF TRANSPORTATION
35 MARTIN LUTHER KING, JR. BLVD.
QUINCY, FL 32351
FAX NUMBER 875-8895**

ERIC F. HINSON
DISTRICT NO. 1
HAVANA, FL 32333

JUDGE B. HELMS, JR.
DISTRICT NO. 2
QUINCY, FL 32351

ISAAC SIMMONS, JR.
DISTRICT NO. 3
CHATTAHOOCHEE, FL 32324
GREENSBORO, FL 32330

CHARLIE D. FROST
DISTRICT NO. 4
GRETNA, FL 32332
QUINCY, FL 32352

ROGER P. MILTON
DISTRICT NO. 5
QUINCY, FL 32353

BOARD MEETS FOURTH TUESDAY OF EACH MONTH
EQUAL OPPORTUNITY EMPLOYER

The School Board of Gadsden County



"Building A Brighter Future"

REGINALD C. JAMES
SUPERINTENDENT OF SCHOOLS

35 MARTIN LUTHER KING, JR. BLVD
QUINCY, FLORIDA 32301
TEL: (850) 827-8651
FAX: (850) 827-2760
http://www.gcps.k12.fl.us

May 6, 2009

LETTER OF INTEREST

YES, I/We would be interested in being recommended to the School Board of Gadsden County to conduct physical examinations on certain Board employees for fiscal year 2009-2010.

NO, I/We would not be interested in being recommended to the School Board of Gadsden County at this time.

\$70.00 School Board Approved fee per physical examination.

DRUG AND ALCOHOL TESTING EXCLUDED DEXTERITY TESTING SECTION EXCLUDED

MARK A. NEWBERRY, M.D.

Physician's Name or Group

(Please print or type)

602 E. 5TH AVENUE HAVANA, FL 32333

Mailing Address

(850) 839-4747

Telephone Number

Mark A Newberry MD

Signature of Physician or Business Manager

6/3/09

Date

PLEASE RETURN THIS FORM NO LATER THAN MAY 15, 2009

TO THE FOLLOWING ADDRESS:

MR. ROCKY PACE
DIRECTOR OF TRANSPORTATION
35 MARTIN LUTHER KING, JR. BLVD.
QUINCY, FL 32351
FAX NUMBER 875-8895

ERIC F. HINDON
DISTRICT NO. 1
HAVANA, FL 32333

JUDGE B. HELMS, JR.
DISTRICT NO. 2
QUINCY, FL 32351

ISAAC SIMMONS, JR.
DISTRICT NO. 3
CHATTAHOOCHEE, FL 32124
GREENSBORO, FL 32330

CHARLE D. FROST
DISTRICT NO. 4
GRETNA, FL 32302
QUINCY, FL 32352

ROGER F. MILTON
DISTRICT NO. 5
QUINCY, FL 32352

BOARD MEETS FOURTH TUESDAY OF EACH MONTH
EQUAL OPPORTUNITY EMPLOYER

Called 6-4-09. Advised that nothing was checked. They said they would call be back. I advised if I didn't hear any thing by End of 10:00

Shirley called back and asked for me to call her back after 2. Ditcher called back and stated that Dr. Newberry would participate this year. (S) 1:50 pm 6/4/09

The School Board of Gadsden County



"Building A Brighter Future"

REGINALD C. JAMES
SUPERINTENDENT OF SCHOOLS

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

May 6, 2009

LETTER OF INTEREST

YES, I/We would be interested in being recommended to the School Board of Gadsden County to conduct physical examinations on certain Board employees for fiscal year 2009-2010.

NO, I/We would not be interested in being recommended to the School Board of Gadsden County at this time.

\$70.00 School Board Approved fee per physical examination.

DRUG AND ALCOHOL TESTING EXCLUDED DEXTERITY TESTING SECTION EXCLUDED

FAMILY MEDICAL CLINIC
Physician's Name or Group

EDUARDO WILLIAMS, M.D.
(Please print or type)

409 HIGH STREET CHATTAHOOCHEE, FL 32324
Mailing Address

(850) 663-4643
Telephone Number

Kim Austin
Signature of Physician or Business Manager

5-11-09
Date

PLEASE RETURN THIS FORM NO LATER THAN MAY 15, 2009

TO THE FOLLOWING ADDRESS:

**MR. ROCKY PACE
DIRECTOR OF TRANSPORTATION
35 MARTIN LUTHER KING, JR. BLVD.
QUINCY, FL 32351
FAX NUMBER 875-8895**

ERIC F. HINSON
DISTRICT NO. 1
HAVANA, FL 32333

JUDGE B. HELMS, JR.
DISTRICT NO. 2
QUINCY, FL 32351

ISAAC SIMMONS, JR.
DISTRICT NO. 3
CHATTAHOOCHEE, FL 32324
GREENSBORO, FL 32330

CHARLIE D. FROST
DISTRICT NO. 4
GRETNA, FL 32332
QUINCY, FL 32352

ROGER P. MILTON
DISTRICT NO. 5
QUINCY, FL 32353

BOARD MEETS FOURTH TUESDAY OF EACH MONTH
EQUAL OPPORTUNITY EMPLOYER

The School Board of Gadsden County



"Building A Brighter Future"

May 6, 2009

REGINALD C. JAMES
SUPERINTENDENT OF SCHOOLS

35 MARTIN LUTHER KING, JR. BLVD
QUINCY, FLORIDA 32351
TEL: (850) 627-9651
FAX: (850) 627-2760
<http://www.gops.k12.fl.us>

LETTER OF INTEREST

YES, I/We would be interested in being recommended to the School Board of Gadsden County to conduct physical examinations on certain Board employees for fiscal year 2009-2010.

NO, I/We would not be interested in being recommended to the School Board of Gadsden County at this time.

\$70.00 School Board Approved fee per physical examination.

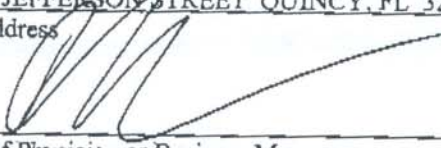
DRUG AND ALCOHOL TESTING EXCLUDED DEXTERITY TESTING SECTION EXCLUDED

QUINCY FAMILY MEDICINE, INC.
Physician's Name or Group

CARLA M. HOLLOWAN, D.O.
(Please print or type)

300 EAST JEFFERSON STREET QUINCY, FL 32351-2503
Mailing Address

(850) 875-1146
Telephone Number


Signature of Physician or Business Manager

5/12/09
Date

PLEASE RETURN THIS FORM BY May 15, 2009
TO THE FOLLOWING ADDRESS:
MR. ROCKY PACE
DIRECTOR OF TRANSPORTATION
35 MARTIN LUTHER KING, JR. BLVD.
QUINCY, FL 32351
FAX NUMBER 875-8895

ERIC F. HINSON
DISTRICT NO. 1
HAVANA, FL 32333

JUDGE B. HELMS, JR.
DISTRICT NO. 2
QUINCY, FL 32351

ISAAC SIMMONS, JR.
DISTRICT NO. 3
CHATTAHOOCHEE, FL 32324
GREENSBORO, FL 32330

CHARLIE D. FROST
DISTRICT NO. 4
GRETNA, FL 32332
QUINCY, FL 32352

ROGER P. MILTON
DISTRICT NO. 5
QUINCY, FL 32353

BOARD MEETS FOURTH TUESDAY OF EACH MONTH
EQUAL OPPORTUNITY EMPLOYER

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA
AGENDA ITEM NO. 3a

DATE OF SCHOOL BOARD MEETING: **July 14, 2009**

TITLE OF AGENDA ITEM: Student Data Management System - CrossPointe

DIVISION:

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

PURPOSE AND SUMMARY OF ITEM:

Review of CrossPointe proposal for Gadsden County School District's student data management system.

FUND SOURCE: General

AMOUNT: \$200,000.00 (First Year)
\$50,000.00 (Second Year)

PREPARED BY: Sonja Bridges, Ed.D. 

POSITION: Assistant Superintendent for Academic Services

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 _____

REVIEWED BY: 



Gadsden County School District

Student Data Management
System & Services

SIS, GradeBook, Parent Portal

CrossPointe.net

June 12, 2009



Sonja D. Bridges, Ed. D.

Gadsden County School District
Sonja D. Bridges, Ed. D.
Assistant Superintendent for Academic Services
Gadsden County School District
35 Martin Luther King Jr. Blvd.
Quincy, FL 32351

Dear Dr. Bridges:

CrossPointe.net is please to provide this proposal for the purchase and implementation of a Student Data Management System and Services. Since 1979, CrossPointe.net has been a leading software developer and service provider for K-12 school districts. Our integrated application suite is a robust school administration system which fully addresses a district's information needs for both Student and Financial Accounting. Our applications harness the power of Microsoft™ .NET to provide a rich user interface, easing adoption and reducing the problems inherent with implementing a new system.

With this easy-to-use suite, all district stakeholders can access the information they need through the web with familiar tools, such as browsers, SharePoint, Microsoft Office, and SQL Server Reports Builder. The integrated nature of CrossPointe.net allows users to proactively and efficiently manage a school district while reducing the frustration, duplication, labor and costs associated with traditional information management and retrieval.

CrossPointe.net Student Information System

The CrossPointe.net Student Information System satisfies the information needs of everyone in your school district. Our single district level database allows the schools to work at a detailed level while giving the district the ability to float between the detail and summary views of student, school and district information.

- Admissions
- Demographics
- Enrollment history
- Attendance
- Scheduling
- Grade reporting
- Discipline
- Health
- Standards and Benchmarks
- Transportation
- Transcripts
- Activities and Fees
- Test Scores, High and Low Stakes
- Personal Development Skills
- Vocational/Adult
- Lockers
- Career/College Planning
- Special Education

CrossPointe.net Master Schedule Builder

The CrossPointe.net Master Schedule Builder meets the unique needs of a school system's requirements for scheduling. Team, block, and various other unique scheduling patterns are handled within the Scheduler. The Scheduling Module includes both a Student Scheduler, or walk-in scheduler, and the Master Scheduler Builder. The system allows schools to roll over their existing schedule or to build their own from the ground up using the Master Scheduler Builder.

Additional features of the CrossPointe.net Master Schedule Builder are:

- User-defined course groupings (blocking, compatible, patterns, overlays, etc.)
- Numerous screens and reports for viewing, creating, updating, copying, moving and deleting requests
- Student requests via the Student / Parent Portal
- Substitute course requests and unlimited alternate student course requests improve ability to achieve complete schedules
- Capable of storing an unlimited number of Master Schedule versions to run with the Student Schedule Builder
- Fast algorithms to make “what if” scenarios easy and productive
- Analysis made easy with bundled reports as well as ad hoc reporting options
- Team and section level scheduling and much more....

CrossPointe.net Reports Builder

Flexible and easy to use, CrossPointe.net Reports Builder, User Driven Reporting (UDR) utilizes the power of MS SQL Server Reporting Services to develop the reports required to efficiently operate a school district. UDR can also be used as the district’s custom report writer. UDR delivers ad-hoc reports as well as presentation quality report cards, transcripts, letters, and progress reports. The product is very easy to use and is connected directly to the database for quick report generation. In a point-and-click environment, UDR allows novice computer users to access the data and create reports. Standard reports allow for data to be exported into common formats such as Microsoft Word, Excel, and PDF formats.

CrossPointe.net Reports Builder is a unique tool allowing all districts stakeholders – administrators, clerks, principals, counselors, teachers, and even the superintendent – to easily access data for decision-making purposes.

CrossPointe.net GradeBook

CrossPointe.net GradeBook is an intuitive yet powerful classroom tool for taking attendance, managing student assessments, and communicating with stakeholders in the community. The web based GradeBook can be accessed from anywhere and provides real time access to student demographic, attendance, discipline, health, and academic history, as well as other data in the SIS. Attendance taken in the GradeBook is immediately available to front office staff and parents because the integrated application architecture and single database design allows for real time data sharing between the applications.

- Attendance
- Seating chart
- Assignment grades
- Seamless reporting period posting
- Canned and anecdotal comments
- Real time integration with Portal and SIS
- Standards based reporting
- Access to student data in SIS
- Student notes
- Parent/Student communication
- Powerful and flexible reports

CrossPointe.net Parent/Student Portal

The CrossPointe.net Parent/Student Portal provides real time access to crucial performance information for parents and students. An intuitive design eliminates confusing navigation links and fosters parent and student involvement.

- Student demographics
- Attendance
- Class assignment grades
- Class schedule
- Real time integration with GradeBook and SIS
- Email alerts
- Transcript data
- Health
- Discipline
- Report card and progress grades

State Reporting

Considering the State determines the amount of funds districts receive based on FTE, an accurate and flexible State Reporting application is critical. Since 1979 CrossPointe.net has understood the importance of State Reporting and across the United States has met and stayed compliant with the many State and Federal requirements.

Because the CrossPointe.net SIS is a single instance SQL server 2005 database residing at the district level, the State Reporting Module benefits from access to real time information. No more gathering data from numerous servers across the district. Our system architecture and application design provide a zero impact reporting process, allowing users to stay in the system while the reporting process is underway.

Our Proposed Approach and Methodology

Our approach combines world class project management and project delivery methodologies and deep K-12 experience. After carefully considering the requirements of Gadsden County School District the CrossPointe.net team developed an implementation approach that will address the key implementation services of:

- Project Management based on proven Project Management Methodology
- Professional Development
- End-user Support Services that will assess the current Gadsden County School District end-user support organization and supplement with skilled support functional and technical resources
- Implementation Readiness that will assess the data, technology, and personnel readiness of schools to participate in the implementation
- Data Cleansing and Conversion will perform the analysis and design of a data cleansing data conversion approach for the full implementation phases
- Knowledge Transfer will provide both technical and functional knowledge transfer to Gadsden County School District resources assigned to the combined project team

The implementation methodology is based on a four-phased deployment approach as follows:

1. Preparation Phase - Objectives are: establishing the proof of concept environment, completing business process reengineering, completing the pilot phase professional development program curriculum design and development activities, and preparing the application and finalizing the pilot phase implementation plan.
2. Pilot Phase - Objectives are: conducting a mini deployment of the CrossPointe.net Solution, beginning with a small controlled implementation of two elementary schools, one high school and ending with the full implementation to the remaining schools. Services performed during the pilot phase include data conversion, professional development, readiness assessments, and end-user support. During this phase, system and application performance will be monitored and maintained by a technical support team.
3. Implementation Phase - Objectives are: completing the district-wide implementation of the CrossPointe.net Solution to the remaining Gadsden County School District schools. Services performed during this phase include data conversion, professional development, readiness assessments, and end-user support.
4. Post-implementation Support Phase - Objectives are: continuing the end-user support activities through the end of the project.

System Architecture

Our system design is based on a fully configurable, Service Oriented Architecture (SOA) that allows the system to meet the unique operational and reporting needs of Florida schools without having to make extensive (any) modifications to the base application code. The CrossPointe.net system is built entirely on Microsoft .NET's technologies and takes interoperability to the next level. The cost savings achieved from management, maintenance, and server consolidation are significant. As an additional benefit, this level of interoperability provides administrators a unified picture of what is going on in their District and ultimately leads to more informed decisions.

Any customization required is accomplished during the configuration/implementation phase through the use of District defined maintenance/code tables, prompt boxes, reporting codes, user defined fields, and customizable help text. The system design protects local configurations during scheduled upgrades. All CrossPointe.net products are fully integrated, yet modular, and are hosted to a single relational MS SQL Server 2005 database. Our system supports ODBC connectivity and is SIF 2.0 compliant.

Security

The CrossPointe.net Application Suite, including the CrossPointe.net SIS application has been designed from the outset as a 'roles based' application. By adopting this approach, user access and data security can be controlled down to the field level. This provides a mechanism where the District 'Security Manager' can easily enroll users and be assured the only application components and information accessed is consistent with the individual's job functions. The CrossPointe.net system supports synchronization with Windows Active Directory. Access to the CrossPointe.net Application Suite is via a valid user identifier and authenticator (User ID) and password. Navigation within the CrossPointe.net Application Suite is constrained based upon user, group, and role identification. Specific pages and access to information can be made inaccessible based upon specific User ID or group affiliation, or District Role/Function.

Performance and Scalability

Scalability is inherent to the architecture of the CrossPointe.net system and will accommodate the needs of Gadsden County School District. Utilizing the Microsoft .NET platform along with the SQL Server 2005 database, the CrossPointe.net system is extremely scalable. This architecture coupled with the hardware design is horizontally scalable. Additionally, web servers along with load balancing software that is part of the Microsoft Windows 2003 operating system make the system infinitely scalable. CrossPointe.net's development process includes scalability testing for load, performance, stress and endurance. Our in-house metrics show scalability beyond 200,000 students with no degradation in performance, and with the resource utilization well within our acceptable goals.

Interoperability

Many information systems operate as islands of information which results in organizations utilizing their employees to ship this information from island to island. This leads to many automated business processes requiring manual intervention. These manual steps create friction in the processes districts rely on to deliver services to their stakeholders.

CrossPointe.net is built entirely on Microsoft technologies and takes interoperability to the next level. CrossPointe.net provides effective strategies that allow you to achieve true interoperability while reducing complexity in your applications and your data center.

To achieve this new level of frictionless interoperability Microsoft .NET technology provides several options including; bridging, porting, and platform unification. The cost savings achieved from management, maintenance and server consolidation achieved through utilizing Microsoft .NET's interoperability strategies are very significant. As an additional benefit, this level of interoperability provides administrators a unified picture of what is going on in their district and ultimately leads to more informed decisions.

CrossPointe.net's application integration team has a dedicated group of experienced technical architects, analysts, technical leads, and developers. Our experience interfacing with other 3rd party applications and enterprises (such as States and Federal systems) is extensive and a must for any implementation of this scope.

Specific examples of interfaces we have created include:

- Versatrans - 3rd party transportation application
- Synervoice - 3rd party auto-dialer application
- Cybersoft, Nutrikids - 3rd party food services application

Interfaces Continued:

- WinSnap
- SNAP - 3rd party student health records application
- Follet
- Trapeze
- SAP
- InteGrade
- RenPlace
- National Assessment of Education Progress (NAEP) - export student assessment data
- Destiny
- Clarity
- SIF 2.0 - compliant with this standard of data interoperability with other SIF 2.0 enterprises.

Interoperability is achieved in various ways, depending on the specification, requirements and abilities of the entity that our app will interface with. This includes custom built stored procedures, web services, custom import/export jobs, and writing to 3rd party API's. We leverage our considerable expertise to deliver the best of what the industry has to offer.

Training Support Implementation

Best practices suggest professional development (often referred to as training) for any new computer application should consider both the technical education necessary to support the application as well as the end-user education necessary for use of the new application by end-users within the context of any new business processes Gadsden County School District may identify during business process re-engineering effort. As a result, we have planned for both educational audiences and the incorporation of Gadsden County School District business processes in the end-user coursework to be developed and delivered.

Two critical success factors of a successful SIS implementation are knowledge transfer and support services. We must transfer essential knowledge and skills from our Implementation Team to the appropriate Gadsden County School District resources and deliver the support services to both the end-users and the Gadsden County School District technical community. We propose to harness the existing resources and leverage existing processes and help desk tools and reports to measure performance and progress, facilitate knowledge transfer, and ensure a smooth the transition as we move through implementation phase of the project.

We have attached for your review the Master Level Agreement and the Product Order Form. We appreciate your time in consideration of our solution and we look forward to working with you on this very important project.

Sincerely,

Joan Keebler,
President/CEO

Master Level Agreement

CROSSPOINTE.net LLC

{Gadsden County School Board}

The following Master Terms and Conditions contained in this Agreement (“T&C’s” or “Agreement”) supplement and govern each Product Order Form Software End User Agreement (“Product Order Form”) entered into at any time between CrossPointe.net, LLC. (“CrossPointe.net LLC”) and *{Gadsden County School Board}* (“Client”). CrossPointe.net LLC and the Client are individually referred to herein as a “Party” or collectively as the “Parties.”

1. Definitions. Unless the context otherwise requires, the following definitions shall apply and are in addition to the definitions contained in other parts of this Agreement and in each Product Order Form:

“Agreement” means these T&C’s and each Product Order Form referring to these T&C’s and entered into by the Parties.

“CrossPointe.net Supported Products” or “Products” means the products specified by CrossPointe.net in a Product Order Form for as long as those products are eligible for Support by CrossPointe.net under Section 4 of this Agreement during the Support Period.

“Intellectual Property Rights” means all copyrights, patent rights, confidentiality rights, trade secret rights and trademark rights.

“License Fee” means the amount to be paid by the Client for the components of the System as identified in the Schedule.

“License Term” is perpetual, unless a shorter term is specified in a Product Order Form or the License is terminated pursuant to the Agreement.

“Major Release” means the version of a CrossPointe.net Supported Product denominated by the number before the decimal point in the release designation (e.g., 4.0 and 5.0 are each different Major Releases).

“Operating System” shall mean the third party foundation software required to communicate with the Client’s computer hardware.

“Price” means the total amount of License and Service Fees for the System as specified in the Client Product Order Form.

“Schedule” means the Product Order Form or Forms initially attached hereto, and/or subsequently added by consent of the Parties, which identify the elements of the System to be provided and the Services to be performed by CrossPointe.net or a third party under this Agreement.

“Services” means each of the types of services identified in a Product Order Form and rendered by CrossPointe.net during the period identified in that Product Order Form which may include training, maintenance, implementation services and conversions.

“Services Fees” means the particular fees for specific services identified in the Product Order Form.

“Software” shall mean the CrossPointe.net Supported Products or Products (including modifications and enhancements [and source or object code if the Client’s Product Order Form calls for an in-house stand alone installation of the Software]) that comprise the proprietary application software and its accompanying documentation as identified in the Schedule.

“Software Maintenance Agreement” means an annual software support and maintenance contract between CrossPointe.net and the Client in consideration for such percentage of the then current License Fees of the CrossPointe.net Supported Products identified in the Product Order Form.

“Subscription Services” means each of the types of services identified in a Product Order Form and rendered by CrossPointe.net during the subscription period identified in that Product Order Form. (Support is not a Subscription Service.)

“Support Period” means the initial period of Support specified in a Product Order Form (60 days unless otherwise specified) and commencing on the initial delivery of the CrossPointe.net Supported Products (“Initial Support Period”).

“System” shall mean the Software and Operating System.

2. License. In accordance with the terms herein, CrossPointe.net grants to Client and the Client accepts from CrossPointe.net a personal, nonexclusive and nontransferable license to use the Software (including all object, source or executable codes related thereto and specified in the Client’s Product Order Form if the Client’s Product Order Form calls for an in-house stand alone installation of the Software) or provide the Client with a functional Application Service Provider license with respect to the Software (if the Client’s Product Order Form calls for an “Application Service Provider” license) and/or System, as the case may be, within the *{District Name}*, subject to the conditions and restrictions contained herein, with only up to the maximum concurrent users and maximum seats – per Subscription agreement as shown in the Product Order Form applicable, unless and until terminated hereunder. Client shall be entitled to license additional concurrent users at CrossPointe.net’s then prevailing rates by written agreement of the parties. Except as otherwise provided in this Agreement, the Software and/or System shall be used only for Client’s internal business needs. Except as otherwise provided in this Agreement, Client shall not permit any third party, to use the Software and/or System nor shall the Client grant any sublicense for the use of the Software and/or System. All modifications, enhancements and updates to the Software provided by CrossPointe.net shall become part of the Software and be subject to the terms and conditions herein (the “License”):

a. Installation and Use. The Client may: i) install, access, or support the Software upon computer hardware equipment owned or leased by such Client (if the Client’s Product Order Form calls for an in-house stand alone installation of the Software) or ii) provide the Client with a functional Application Service Provider license with respect to the Software (if the Client’s Product Order Form calls for an “Application Service Provider” license (defined as a centrally-hosted implementation of CrossPointe.net’s Software which is shared by multiple end-user accounts) of the Software, in each case with the Client’s use of the Software being only for the internal business needs of the Client. The Client acknowledges that its use of the Software may be subject to additional licensing terms from the relevant Third Party, and that the Client is authorized to use the Software subject to the terms of this Agreement and such additional licensing terms.

b. Software Copies. All copies of the Software (whether made by the Client or provided by CrossPointe.net) are subject to the provisions of this Agreement. The Client must maintain an accurate record of the locations of all copies of the Software, which record may be inspected by CrossPointe.net at any time.

c. Documentation Copies. The Client may make a reasonable number of copies of the CrossPointe.net Documentation.

d. Software Modifications. The Client may use the CrossPointe.net Products to develop and use (for only the internal business needs of the Client) interfaces, Software modifications, or enhancements. CrossPointe.net will continue to own all Intellectual Property Rights to any object code, executable code or source code developed by CrossPointe.net. This Agreement and the Client will not restrict CrossPointe.net's independent development, use or licensing of any type of software. Client developed software which enhances, supports, or modifies the CrossPointe.net Products ("Client Modifications") shall be owned by CrossPointe.net. Each such Client Modifications may be used by CrossPointe.net for its own use and for use by CrossPointe.net's other customers as a perpetual, irrevocable, nonexclusive right and license; provided, however, if CrossPointe.net, in its sole discretion, decides to incorporate such Client Modifications into CrossPointe.net's standard product offerings or CrossPointe.net's Supported Products which CrossPointe.net makes available to its other customers, then Client may continue to use such Client Modifications pursuant to the License granted in this Agreement. Notwithstanding the foregoing, should CrossPointe.net incorporate such Client Modifications into its standard product offerings or its Supported Products then Client, by its execution of this Agreement, irrevocably assigns to CrossPointe.net all right, title and legal interests (including all rights of copyright, patent, and other intellectual property rights) in and to the Client Modifications, absolutely and in fee simple, including, but not limited to the right of perpetual, irrevocable, nonexclusive use and license and sublicense rights with respect to the Client Modifications, for its and its future customers' benefit, in each and all manner and circumstance, without any compensation due or payable to Client for such ownership rights with respect to all Client Modifications.

e. Restrictions. The Client may not rent, lease or re-license the Software or use the Software to provide data processing, outsourcing, service bureau, hosting services or training to third parties. The Client will retain and include on each copy of the Software, all titles, trademarks, and copyright and restricted rights notices. The Client will not disassemble, decompile, decode or reverse engineer the Software, except as expressly permitted by applicable law or contract for the CrossPointe.net Products. The restrictions in the Agreement concerning the use and confidentiality of the Software extend to any updates, upgrades, enhancements, new releases or support materials related to the Software and provided by CrossPointe.net. Client is responsible for compliance with the Agreement by each member and employee of the Client and each user.

f. U.S. Government restricted rights. If Licensee is acting on behalf of any unit or agency of the United States Government ("Government"), the following provisions apply: (1) the software and documentation are provided to the Government with Restricted Rights, (2) use, duplication or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 and subparagraph (c)(2) of the Commercial Computer Software – Restricted Rights clause at FAR 52.227-19.

g. Price and Payment. Client shall pay CrossPointe.net for the Software License granted herein, in the manner and as specified to in the initial and/or any subsequent Product Order Forms executed by Client pursuant to this Agreement (collectively the "Product Order Price").

All payments hereunder shall be made in United States Dollars. Unless otherwise stated herein, or specified on the Client's Product Order Form, all invoices shall be due and payable within thirty (30) days of date of invoice. On any invoice not paid within sixty (60) days, CrossPointe.net may assess and Client shall pay a service charge accruing thereafter until the date of payment equal to the lesser of: (i) the rate of one and one-half percent (1.5%) per month or (ii) the maximum lawful interest rate applicable. In the event Client's account is in arrears for more than ninety (90) days for ANY reason, CrossPointe.net shall be entitled to immediately place Client on support hold. No Services, including Subscription Services, will be provided while Client is on support hold. Client shall remain on support hold until Client's account is paid current.

If the Client fails to pay the Product Order Price and/or License Fees (but not with respect to any failure of Client to pay any maintenance fees) and persists in such failure to pay the Product Order Price and/or License Fees for thirty (30) days after receiving written notice thereof from CrossPointe.net, CrossPointe.net may terminate this Agreement and declare any unpaid amounts owed hereunder immediately due and payable. Client Modifications made to the Software by the Client shall be CrossPointe.net's property, pursuant to the terms described in Section 2(f) of this Agreement. Any modifications, enhancements or changes made to the Software by CrossPointe.net, whether under agreement with the Client or otherwise, shall be CrossPointe.net's property. Client Modifications made to the Software shall be subject to CrossPointe.net's warranty only if and when such changes are incorporated into the Software, CrossPointe.net's standard product offerings or CrossPointe.net's Supported Products, as generally distributed to CrossPointe.net's other customers. Upon any termination of this Agreement pursuant to this paragraph, the Client shall discontinue its use of, and shall return within 10 days, all copies of the Software and Documentation then in its possession. The Client's obligation to pay accrued charges and fees and to protect the confidentiality of the Software and Documentation shall survive termination. Cancellation of the license granted hereunder shall be in addition to and not in lieu of any other remedies available to CrossPointe.net. Any such termination shall also terminate CrossPointe.net's warranty and indemnity obligations and liabilities.

3. **Deliveries and Installation.** Promptly after receipt of the payment(s) as specified in the Product Order Price, CrossPointe will deliver to the Client one copy of the Software (if the Client's Product Order Form calls for an in-house stand alone installation of the Software) and one copy of the Documentation. Except to the extent otherwise agreed to separately in writing by the Parties, the Client is responsible, at its expense, for installation of the Software (if the Client's Product Order Form calls for an in-house stand alone installation of the Software), user training, data conversion and other services.

4. **Support by CrossPointe.net.** During the Support Period, CrossPointe.net will provide the Client the following support ("Support"):

a. Repair, replace or provide The Client with an upgrade of the CrossPointe.net-Supported Products to comply with the Product Warranty under Section 7.

b. Make CrossPointe.net's standard telephone support available to persons authorized by the Client, including general technical information and assistance with problem determination, isolation, verification and resolution during the hours of 8 a.m. to 5 p.m. EST (excluding weekends and CrossPointe.net designated holidays, or as specified on the Client's Product Order Form).

c. Provide the Client updates, enhancements, and new releases of the CrossPointe.net Supported Products when generally made available by CrossPointe.net for installation and use by the Client. (1) CrossPointe.net will provide support for the immediate prior Major Release for a period of 12 months after general availability of the then current Major Release. (2) CrossPointe.net will alert Client at least 6 months before the scheduled termination of Support and the Product Warranty for any Major Release. CrossPointe.net may immediately terminate Maintenance and the Product Warranty for all CrossPointe.net Supported Products if Client does not renew Support for the

CrossPointe.net Supported Products designated on a Product Order Form. CrossPointe.net will have no obligation to provide support for any Client Modifications until such time as such Client Modifications have been incorporated into the CrossPointe.net Supported Products which have been made available to other CrossPointe.net customers.

d. CrossPointe.net shall exercise reasonable skill and care in the provision and performance of support. Dates given for performance of Services are good faith estimates only.

5. Client Responsibilities. CrossPointe.net Support and the Product Warranty require that:

a. Client shall ensure its hardware is kept in good working order in accordance with the manufacturer's recommendations and requirements.

b. Client shall identify and provide "key" individual contacts to serve as Client's first line of support on routine System issues for the Client's authorized users and to serve as a liaison between the Client and CrossPointe.net on the issues which need to be communicated to CrossPointe.

c. Client shall provide CrossPointe.net access to the Client's system 24 hours/day-365 days/year via a mutually agreed upon method. Such access shall allow CrossPointe.net to conduct an audit of the Software as required by CrossPointe.net, from time to time, and to support, monitor and test Client's system.

d. Client shall take all reasonable steps to ensure that no virus is loaded on the System. Virus diagnosis and removal services are not covered by Support and are billable at CrossPointe.net's then prevailing rates.

e. Client shall install all new releases of the Software within 12 months after being provided by CrossPointe.net. If the installation of a new release of Software also requires a new release of the Operating System, the Client shall also install such new release(s) at the same time that it installs any such new release of the Software, so that the newly supported CrossPointe.net release will be functional.

f. The Client shall be responsible, to the extent Client deems necessary, for the following, unless otherwise set forth in the Schedule: adherence to specified electrical requirements; running all cable and phone connections for the System; all data conversion, media, and other charges related to the transfer of the Client's data; all networking design and administration charges relating to the set-up and support of the Client's network.

g. The Client shall use the Software only in accordance with the terms and conditions set forth in this Agreement. CrossPointe.net Software may only be used within (*Client Name*) or on portable hardware owned by the Client and utilized by its employees.

h. The Client shall provide CrossPointe.net reasonably available information and technical assistance.

i. The Client's installation of all or any part of the Software shall be in accordance with the Documentation.

j. If CrossPointe.net reasonably determines that a Client reported problem is either (1) not caused by the CrossPointe.net Supported Products or (2) due to the Client's modification of the Products or noncompliance with the Documentation, and CrossPointe.net is reasonably able to correct the problem at Client's request, then Client will reimburse CrossPointe.net for that requested correction at CrossPointe.net's then current hourly rates (CrossPointe.net will notify Client before incurring those expenses).

6. Service Fees, Renewal and Reinstatement. [This Section 6 pertains only to CrossPointe.net Supported Products having a perpetual License Term. Service fees for CrossPointe.net Supported Products that have a shorter, stated License Term, are payable in the amounts and on the periodic payment dates described in the Product Order Form for those Products.] There is no Service Fee for the CrossPointe.net Supported Products during the Initial Support Period. While CrossPointe.net provides Support to other Clients, Client may renew Support for the CrossPointe.net Supported Products for one-year renewal periods by paying CrossPointe.net the applicable amounts under this Section 6 and the Product Order Form. CrossPointe.net will invoice the Client approximately 90 days before the end of the then current Support Period and notify the Client of non-payment approximately 10 days before the Support renewal date. CrossPointe.net may terminate Support if all past due, undisputed invoices are not paid by the Support renewal date. The Product Order Form states the initial fee after the Initial Support Period and relevant dates for annual Support of the CrossPointe.net Supported Products. Client will reimburse CrossPointe.net for reasonable travel and out-of-pocket expenses incurred when rendering on-site Support or Product Warranty services, if such onsite support or warrantee service is required due to errors of Client which cannot be corrected remotely, (CrossPointe.net will notify Client before incurring those expenses). If Support has terminated because of non-renewal or non-payment, and Client desires to reinstate Support, CrossPointe.net will reinstate available Support within 18 months after termination of Support if Client pays CrossPointe.net: (a) all undisputed invoices, (b) the annual Support fee for the next one year Support Period, and (c) if support has been terminated for more than 90 days, a “reinstatement fee” as specified by CrossPointe.net. (d) prorated prior year’s Maintenance for all the days Support was terminated.

7. Product Warranty. During the Support Period CrossPointe.net warrants that (the “Product Warranty”):

Media. The Product media as provided by CrossPointe.net will be free of material defects.

Viruses. Before Product delivery by CrossPointe.net, CrossPointe.net will use up-to-date, commercially available virus scanning and cleaning products, and will not, based on the results of that scanning and cleaning, deliver to the Client Products containing any computer viruses, time bombs, harmful and malicious data, or other undocumented programs which inhibit Product use and operation. When properly installed, the unmodified Software provided by CrossPointe.net for the CrossPointe.net Supported Products will operate materially and substantially as described in the Documentation for that Software.

THE WARRANTIES REFERENCED IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CROSSPOINTE DOES NOT WARRANT THAT THE SOFTWARE IS FREE OF NONMATERIAL DEFECTS. CROSSPOINTE.NET DOES NOT REPRESENT THAT THE SYSTEM WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.

8. Title.

a. CrossPointe.net warrants that it owns all rights, titles, and interests in the CrossPointe.net Supported Products and the software used by CrossPointe.net for the Subscription Services, or has the authority by license, sufficient to grant Client the License and fulfill CrossPointe.net’s obligations under the Agreement. Client’s exclusive remedies for the breach of this Section 8 by CrossPointe.net are described in Sections 9 and 11.

b. The Software, Operating System, all programs developed by CrossPointe.net for the Client hereunder, and all copies thereof are proprietary to CrossPointe.net and title thereto remains with CrossPointe.net. All applicable rights to patents, copyrights, trademarks and trade secrets in the Software, Operating System or any programs developed by or at Client's request are and shall remain in CrossPointe.net. Client shall not modify, reverse engineer, assemble or decompile, in whole or in part, or Operating System. Client shall not sell, license, transfer, publish, disclose, display or otherwise make available the Software, or Operating System or copies thereof to any other party, individual or entity. Client agrees to secure and protect the Software and Operating System and copies thereof in a manner consistent with the maintenance of CrossPointe.net's rights therein and to take appropriate action by instruction or agreement with its employees or consultants who are permitted access to the Software or Operating System to satisfy its obligations hereunder. Violation of any provision of this paragraph shall entitle CrossPointe.net to terminate this Agreement and the Software and Operating System licenses granted hereunder.

9. Product Warranty or Support Remedies. The Client's exclusive remedies for breach of the Product Warranty or Support are:

a. CrossPointe.net will provide Support to repair or replace the Products to enable the Products to comply with the Product Warranty.

b. If CrossPointe.net does not comply with Section 9(a) within the Cure Period (as defined below), the Client may recover direct damages for the CrossPointe.net Supported Products subject to the damage claim, including up to a refund of the License Fees or Service Fees paid by the Client to CrossPointe.net, subject to the time periods and limitations described in Section 14. Client may also elect to terminate Support, the Subscription Services, the License or the Agreement if CrossPointe.net's breach is not cured within the Cure Period. CrossPointe.net may terminate the License and the Agreement if the undisputed License Fees are not paid by the Client within 30 days after notice of late payment or if the Client does not cure any other material breach of the Agreement within 90 days after notice of breach. CrossPointe.net may terminate Support and any Subscription Services if CrossPointe.net's undisputed invoices are not paid within 30 days after notice of late payment. Upon termination of the License by CrossPointe.net for non-payment of the Product Order Price, the License Fees or Service Fees, then Client shall promptly destroy or return the Products to CrossPointe.net. If the License and the Agreement terminate as described in this Section 9 other than for non-payment of the Product Order Price, the License Fees or Service Fees, then Client shall (if the Client's Product Order Form calls for an in-house stand alone installation of the Software) be permitted to retain and continue its right to use, for its use only, the source, object and executable Software codes, pursuant to the term, restrictions and conditions contained in this Agreement. "Cure Period" means the period of time reasonably required after notice from Client for CrossPointe.net to cure a breach in accordance with CrossPointe.net's standard and solely defined Support practices. Sections 1, 2, 5, 8b, and 10 through 22 shall survive any termination of the Agreement.

10. Confidential Information. The Client acknowledges that the System is a confidential and proprietary trade secret of CrossPointe.net. The Client, including the Client's agents and employees, shall keep the Software and all related confidential materials in strictest confidence. "Confidential Information" means object code, source code and benchmark tests for the Products, pricing, non-standard CrossPointe.net contract terms, Client data and all other information reasonably believed to be confidential, but excludes:

- a. Information made available to the general public without restriction by the disclosing Party ;
- b. Information known to the receiving Party independent of disclosures by the disclosing Party;

- c. Information independently developed by the receiving Party without access to or use of the disclosing Party's Confidential Information; and
- d. Information that the receiving Party may be required to disclose pursuant to subpoena or other lawful process, provided that the receiving Party notifies the disclosing Party in a timely manner to allow the disclosing Party to appear and protect its interests, and such disclosure complies with applicable law.

Client's Confidential Information also excludes any new features or functionality suggested by Client for the Products or Subscription Services. The Parties will use reasonable efforts to keep each other's Confidential Information secret and will use that information only to fulfill the rights and obligations under the Agreement. Either Party may disclose in confidence the other Party's Confidential Information on a need-to-know basis to other persons within the control of the disclosing party, and the Party making that disclosure will be responsible for that person's compliance with these restrictions on disclosure and use.

11. Infringement Indemnity and Remedies. CrossPointe.net will, at its expense, retain counsel and defend any suit or claim brought against the Client or software used by CrossPointe.net for the Subscription Services infringe upon any third party's Intellectual Property Rights enforceable under Canadian, United States or state law or international copyright treaty, if Client: (a) promptly notifies CrossPointe.net after Client learns of the suit or claim, and no delay by Client in providing that notice materially prejudices the rights of CrossPointe.net; (b) gives CrossPointe.net authority to defend or settle the suit or claim (provided that CrossPointe.net does not agree to any settlement that materially prejudices Client); (c) gives CrossPointe.net all available non-privileged information reasonably requested by CrossPointe.net concerning the suit or claim; and (d) complies with this Section 11 and reasonably cooperates with CrossPointe.net in the defense (CrossPointe.net will reimburse Client's reasonable out-of-pocket costs of that requested cooperation). The Client may also retain counsel to participate in the defense ("Client's Counsel"). CrossPointe.net will reimburse Client for the reasonable fees and expenses of Client's Counsel only if CrossPointe.net fails to continue to retain legal counsel as required by this Section 11. CrossPointe.net shall have the right to control the defense of all such claims, lawsuit and other proceedings. In no event shall Client make any prejudicial statement in relation thereto, or settle any such claim, lawsuit or proceeding without CrossPointe.net's prior written approval. Client shall, if and when requested by CrossPointe.net, and at CrossPointe.net's expense, promptly provide all needed assistance in the defense of such claims. If as a result of any claims of infringement by the Software against any patent, copyright, license or the property right of a third party, CrossPointe.net or Client is enjoined from using the Software, or if CrossPointe.net believes that the Software is likely to result in a judgment of infringement, CrossPointe.net at its option and expense may: (i) procure the right for Client to continue to use the Software; (ii) replace or modify the Software so as to make it non-infringing with similar functionality; or (iii) discontinue the License granted herein and refund to Client 50% of the respective License Fees paid hereunder with respect only to the software component of the System deemed likely in a judgment of infringement and which has been paid during a three year period prior to CrossPointe.net making this election under Section 11. CrossPointe.net will have no obligations or liability for any suit or claim of infringement based on the Client's use of a superseded or Client-altered release of the CrossPointe.net Supported Products to the extent that the obligation or liability will be voided by the use of a then current release of the CrossPointe.net Supported Products which CrossPointe.net provides to Client. Client will reasonably cooperate with CrossPointe.net to mitigate infringement damages. The foregoing states the entire, sole, and exclusive liability of CrossPointe.net with respect to infringement on any third party property rights by the Software or any parts thereof. This indemnity shall not apply if the infringement is caused in whole or in part by modifications to the System made by Client or other non-CrossPointe.net personnel; use of the Software in a manner other than in accordance with the Agreement or use of the Software in combination with software not supplied by CrossPointe.net under the Agreement.

12. Excusable Delay. Neither Party will be in default of its obligations under the Agreement or liable to the other for any noncompliance arising from causes beyond the reasonable control of the Party, including without limitation, fires, floods, natural disasters. Each Party will use reasonable efforts to resolve promptly any type of excusable delay.

13. Limitations of Liability. In no event will CrossPointe.net, CrossPointe.net's Third Parties or the Client be liable for indirect, incidental, punitive, exemplary, special or consequential damages, or damages for loss of profits, revenue, data or use, incurred by either Party, whether in contract or tort, even if the other Party has been advised of the possibility of such damages. Neither Party will seek or apply for such damages. CrossPointe.net's and its Third Parties' aggregate liability for damages to the Client for the Agreement, the Products, the Product Warranty, Support or the Subscription Services, whether in contract or tort, shall be limited to actual direct money damages in an amount not to exceed: (a) the License Fees paid by the Client to CrossPointe.net for the Products subject to the damage claim if the claim arose within one year after the date of the earliest Product Order Form for those Products, (b) the most recent annual Service Fees paid by Client to CrossPointe.net for the Products subject to the damage claim if the claim arose more than one year after the date of the earliest Product Order Form for those Products or (c) the most recent annual Subscription Services Fees paid by Client to CrossPointe.net for the Subscription Services subject to the damage claim. The Parties will each use reasonable efforts to mitigate their damages. These limitations represent the agreed allocation of risk. **THE FOREGOING LIMITATION OF LIABILITY SHALL REMAIN IN FULL FORCE AND EFFECT REGARDLESS WHETHER CLIENT'S REMEDIES HEREUNDER HAVE FAILED THEIR ESSENTIAL PURPOSE.**

14. Assignment. Client may not assign the License or the Agreement or transfer any rights or obligations under the Agreement without CrossPointe.net's consent under an assignment or leasing addendum, such consent may be unreasonably withheld. Any assignment or transfer in violation of this Section 15 is void. Any valid assignment of Client's rights and obligations in relation to the Software will require an additional Software License Fee paid to CrossPointe at CrossPointe.net's then prevailing rates unless otherwise specified. Assignments of this Agreement by CrossPointe.net shall not be made without prior notification to the Client.

15. Publicity. Either Party may (in any presentations, press releases, advertising or publicly-disseminated materials) refer to the other Party, to the Products licensed by the Client, or to background information, including for example: CrossPointe.net competitors and competing products considered by the Client, and the Client business needs and reasons for selecting CrossPointe.net and its Products. Before disseminating that information publicly, the disclosing Party will review the factual content of the disclosures with the other Party.

16. Remedies. If the Client has a good faith complaint concerning the Products, Support Subscription Services, the Agreement or CrossPointe.net's invoices, Client shall send CrossPointe.net a specific and complete written description of the complaint within 30 days of discovering the basis for the complaint. CrossPointe.net reserves the right, in its sole discretion, to determine if a Software breach exists, and to implement a plan and resolution time frame to resolve the issue, as defined by CrossPointe.net and to retain subject matter experts to determine whether the complaint has a reasonable basis. If the Client fails to specify a particular complaint with the Products, Support, Subscription Services, the Agreement or CrossPointe.net's invoices, Client understands and agrees that this failure will result in a waiver of Client's right to raise that complaint in any litigation. Promptly after receiving the specific and complete written description of the complaint, each of the Parties will appoint a designated representative to meet, within a reasonable time, in person or by telephone to attempt to resolve in good faith any dispute concerning the Products, Support, Subscription Services, CrossPointe.net's invoices or the Agreement. If the designated representatives do not resolve the dispute, then either Party may request that an officer of CrossPointe.net and an officer of Client meet, within a reasonable time, in person or by telephone to review and attempt to resolve the dispute in good faith. No litigation, arbitration or other action relating to the Products, Support, Subscription Services, CrossPointe.net's invoice or the Agreement may be brought: (a) if Client has not participated or agreed to participate in the above meetings or (b) if the cause of action has been known by the Client more than 30 days. Client agrees that failure to comply with this provision will entitle CrossPointe.net to seek dismissal of any litigation without prejudice and Client agrees not to oppose any motion to dismiss the litigation without prejudice. Client agrees not to initiate or re-initiate any litigation until this section is satisfied. Each Party will pay (without reimbursement) its own legal fees and expenses incurred in any dispute.

The Parties must comply with this section for any dispute, controversy or claim arising out of or relating to the rights and obligation of a party under this Agreement or the validity, interpretation, breach or termination thereof, including claims seeking redress or asserting rights under applicable law.

17. Notices. All notices required under the Agreement must be in writing and delivered electronically or by other method providing for proof of delivery, to the attention of the CEO or President, as to CrossPointe.net and to the Superintendent, as to Client, at the address on the applicable Product Order Form (unless a different address has been designated by notice to the other Party).

18. Escrow. If requested by Client, a current version of the Software source code and the accompanying documentation will be placed into escrow with a third party. Source code which has been escrowed is eligible for release in the event CrossPointe liquidates or shall be declared bankrupt. If Client receives source code under the above circumstances, such source code shall be deemed to be Software and subject to the terms and conditions herein. The source code is to be used solely for Client's maintenance of the Software.

19. General.

a. Unless otherwise specifically agreed in writing by an authorized representative of Client and a Vice President or higher ranking officer of CrossPointe.net, this Agreement will solely govern any present or future purchases/licenses by Client from CrossPointe.net. Any additional Schedules shall be attached and incorporated into this Agreement by reference.

b. Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms. This Agreement, along with the respective Product Order Forms and attachments, is the complete and exclusive statement of the Agreement between the parties with respect to the System and shall supersede all prior proposals, understandings and all other agreements, oral and written. The terms and conditions in this Agreement shall take precedence over the terms and conditions included in all purchase orders and other documentation submitted by Client pursuant to this Agreement. This Agreement may not be modified or altered except by a written instrument duly executed by both parties.

c. Neither party hereto shall be liable or deemed in default for any delay or failure in performance hereunder resulting from any cause beyond its reasonable control.

d. This Agreement, and any action arising out of or related to it, shall be governed by and construed in accordance with the laws of the State of Florida; however, except as otherwise expressly stated herein, the parties specifically waive and disclaim the applicability of the Uniform Commercial Code; Unfair Trade Practices Act, Uniform Electronic Transactions Act, and Uniform Computer Information Transactions Act to this Agreement. Except for Client and CrossPointe, no other party may sue or be sued under this Agreement.

e. If any provision of this Agreement is held to be ineffective, unenforceable or illegal for any reason, such decision shall not affect the effectiveness, validity or enforceability of any or all of the remaining provisions hereof, and if any provision of this agreement is held to be ineffective, unenforceable or illegal with respect to particular circumstances, such provision shall remain in full force and effect in all other circumstances.

f. This Agreement shall be binding upon and inure to the benefit of only the parties hereto and their respective successors and permitted assigns.

g. The waiver or failure of either party to exercise any right provided for in this Agreement shall not be deemed a waiver of any further right hereunder.

h. All communications or notices permitted or required to be given or served under this Agreement shall be in writing, shall be addressed to the other Parties at the appropriate Party's address or as set forth below, and shall be deemed to have been duly given or served if delivered in person or deposited in the United States mail, certified mail, return receipt requested.

i. This Agreement shall become effective upon the signature hereof by an authorized representative of the Client and CrossPointe.net and receipt by CrossPointe.net of the initial payment specified herein.

j. All services provided by CrossPointe.net will be provided as an independent contractor, and neither Party will be, or represent itself to be, the franchiser, franchisee, agent or legal representative of the other Party.

k. The Agreement may be amended only in writing signed by the Parties, except that CrossPointe.net may, upon notice to Client and without Client's signature, amend a Product Order Form to correct errors without increasing the License Fees. All purchase orders, prior agreements, representations, statements, requests for proposal, proposals, negotiations, understandings and undertakings concerning the Products, Support or Subscription Services are superseded by the Agreement.

20. Jurisdiction, Service of Process. Any proceeding arising out of or relating to this Agreement may be brought in the courts of the State of Florida, Orange County, or, if it has or can acquire jurisdiction, in the United States District Court for the Middle District of Florida, and each of the Parties irrevocably submits to the exclusive jurisdiction of each such court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court and agrees not to bring any proceeding arising out of or relating to this Agreement in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and bargained agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum. Process in any proceeding referred to in the first sentence of this section may be served on any Party anywhere in the world.

21. Taxes and Duties. The charges covered by the License are exclusive of any tariffs, duties or taxes imposed or levied by any government or governmental agency in connection with this agreement. With the exception of taxes imposed upon CrossPointe.net which are based upon net income, Client as licensee shall, unless otherwise exempt from the payment of the following described taxes, be liable for payment of all such taxes, however designated, levied or based on the Software, its charges or its use or on this agreement, including without limitation state or local sales, use, VAT, and personal property taxes.

22. Maintenance Services. The annual charges to Client for CrossPointe.net's routine software maintenance and product support will be as specified on the most recent Product Order Form, or invoice.

23. Governing Law. This Agreement will be governed by and construed under the laws of the State of Florida without regard to conflicts-of-laws principles that would require the application of any other law.

CROSSPOINTE.NET LLC

GADSDEN COUNTY SCHOOL BOARD

(Authorized Signature)

Joan Keebler

(Printed Name)

Chief Executive Officer

(Title)

(Date)

750 S. Orlando Avenue

(Street Address Line #1)

Suite 201B

(Street Address Line #2)

Winter Park, FL 32789

(City, State, Postal Code)

(Authorized Signature)

(Printed Name)

(Title)

(Date)

35 Martin Luther King Jr. Blvd

(Street Address Line #1)

(Street Address Line #2)

Quincy, FL 32351

(City, State, Postal Code)

**Product Order Form
Attachment 1**

**PRODUCT ORDER FORM NUMBER 061209
END USER AGREEMENT**



Date Prepared: 12-Jun-09

This Product Order Form is entered into by CrossPointe.net, LLC, and the "Client" identified below (collectively "the Parties"), and is effective as of the date signed by CLIENT ("Effective Date"). It will be affixed to and become part of the Master License Agreement (together the "Agreement"). In the event that this schedule conflicts with previous schedules, the most current schedule will control.

Client Name	Gadsden County School Board
Address	35 Martin Luther King Jr. Blvd
City, State, Zip Code	Quincy, FL 32351
Attn:	Dr. Sonja Bridges

SECTION 1 - LICENSE FEES

	Maximum Concurrent Users	License Type	Software License Fee	Remarks
CrossPointe.net Student Information System:	Unlimited	Object Code	See Below	
Demographics Attendance				
Enrollment and Withdrawal Special Services				
Discipline Test Scores				
Grade Reporting Scheduling				
Health				
State Reporting				
CrossPointe.net Portals	Unlimited	Object Code	See Below	
Assignment Manager Gradebook				
Attendance Manager Parent Portal				
Teacher Portal Student Portal				
CrossPointe.net UDR:	Unlimited	Object Code	See Below	
UDR - User Defined Reporting				
sub-total			\$130,000	

SECTION 2 - MAINTENANCE & SUPPORT

	Yearly Cost	Remarks
1st Year Maintenance Start Date: After 60 day warranty End Date: 12 months after 60 day warranty	\$13,000	

SECTION 3 - PROJECT FEES

	Price	Remarks
Implementation Services: Design & Configuration Services		
Data Conversion		
Training		
Project Management (for the duration of the implementation and training)		
Sub-total	\$111,000.00	
Travel & Lodging (travel reimbursement is based on district travel guidelines with mandatory receipts and will be billed as actual expenses as they occur)		

SECTION 4 - PAYMENT TERMS

	Software License Fees	Professional Services	1st Year Maintenance	Totals
Total Fees	\$130,000	\$111,000	\$13,000	\$254,000
Total Due	\$130,000	\$111,000	\$13,000	\$254,000

SECTION 5 - SPECIAL TERMS AND CONDITIONS

<i>Pricing is provided based upon 6500 student count.</i>	
<i>Payment Schedule:</i>	
<i>License and Implementation Fees Due July 31, 2009</i>	<i>\$200,000</i>
<i>Remainder of Implementation Fees and Maintenance Due July 31, 2010</i>	<i>\$ 54,000</i>

THE PARTIES AGREE TO THE TERMS SET FORTH IN THIS PRODUCT ORDER FORM

For CrossPointe. net, LLC

For Gadsden County School Board

(Authorized Signature)

(Authorized Signature)

Joan Keebler
(Printed Name)

(Printed Name)

Chief Executive Officer
(Title)

(Title)

750 S. Orlando Ave. Suite 201B
Company Address

District Address

Winter Park, FL 32789
City, State, Zip Code

City, State, Zip Code

Date

Date

CROSSPOINTE.net LLC

{Gadsden County School Board}

The following Master Terms and Conditions contained in this Agreement (“T&C’s” or “Agreement”) supplement and govern each Product Order Form Software End User Agreement (“Product Order Form”) entered into at any time between CrossPointe.net, LLC. (“CrossPointe.net LLC”) and *{Gadsden County School Board}* (“Client”). CrossPointe.net LLC and the Client are individually referred to herein as a “Party” or collectively as the “Parties.”

1. Definitions. Unless the context otherwise requires, the following definitions shall apply and are in addition to the definitions contained in other parts of this Agreement and in each Product Order Form:

“Agreement” means these T&C’s and each Product Order Form referring to these T&C’s and entered into by the Parties.

“CrossPointe.net Supported Products” or “Products” means the products specified by CrossPointe.net in a Product Order Form for as long as those products are eligible for Support by CrossPointe.net under Section 4 of this Agreement during the Support Period.

“Intellectual Property Rights” means all copyrights, patent rights, confidentiality rights, trade secret rights and trademark rights.

“License Fee” means the amount to be paid by the Client for the components of the System as identified in the Schedule.

“License Term” is perpetual, unless a shorter term is specified in a Product Order Form or the License is terminated pursuant to the Agreement.

“Major Release” means the version of a CrossPointe.net Supported Product denominated by the number before the decimal point in the release designation (e.g., 4.0 and 5.0 are each different Major Releases).

“Operating System” shall mean the third party foundation software required to communicate with the Client’s computer hardware.

“Price” means the total amount of License and Service Fees for the System as specified in the Client Product Order Form.

“Schedule” means the Product Order Form or Forms initially attached hereto, and/or subsequently added by consent of the Parties, which identify the elements of the System to be provided and the Services to be performed by CrossPointe.net or a third party under this Agreement.

“Services” means each of the types of services identified in a Product Order Form and rendered by CrossPointe.net during the period identified in that Product Order Form which may include training, maintenance, implementation services and conversions.

“Services Fees” means the particular fees for specific services identified in the Product Order Form.

“Software” shall mean the CrossPointe.net Supported Products or Products (including modifications and enhancements [and source or object code if the Client’s Product Order Form calls for an in-house stand alone installation of the Software]) that comprise the proprietary application software and its accompanying documentation as identified in the Schedule.

“Software Maintenance Agreement” means an annual software support and maintenance contract between CrossPointe.net and the Client in consideration for such percentage of the then current License Fees of the CrossPointe.net Supported Products identified in the Product Order Form.

“Subscription Services” means each of the types of services identified in a Product Order Form and rendered by CrossPointe.net during the subscription period identified in that Product Order Form. (Support is not a Subscription Service.)

“Support Period” means the initial period of Support specified in a Product Order Form (60 days unless otherwise specified) and commencing on the initial delivery of the CrossPointe.net Supported Products (“Initial Support Period”).

“System” shall mean the Software and Operating System.

2. License. In accordance with the terms herein, CrossPointe.net grants to Client and the Client accepts from CrossPointe.net a personal, nonexclusive and nontransferable license to use the Software (including all object, source or executable codes related thereto and specified in the Client’s Product Order Form if the Client’s Product Order Form calls for an in-house stand alone installation of the Software) or provide the Client with a functional Application Service Provider license with respect to the Software (if the Client’s Product Order Form calls for an “Application Service Provider” license) and/or System, as the case may be, within the {District Name}, subject to the conditions and restrictions contained herein, with only up to the maximum concurrent users and maximum seats – per Subscription agreement as shown in the Product Order Form applicable, unless and until terminated hereunder. Client shall be entitled to license additional concurrent users at CrossPointe.net’s then prevailing rates by written agreement of the parties. Except as otherwise provided in this Agreement, the Software and/or System shall be used only for Client’s internal business needs. Except as otherwise provided in this Agreement, Client shall not permit any third party, to use the Software and/or System nor shall the Client grant any sublicense for the use of the Software and/or System. All modifications, enhancements and updates to the Software provided by CrossPointe.net shall become part of the Software and be subject to the terms and conditions herein (the “License”):

a. Installation and Use. The Client may: i) install, access, or support the Software upon computer hardware equipment owned or leased by such Client (if the Client’s Product Order Form calls for an in-house stand alone installation of the Software) or ii) provide the Client with a functional Application Service Provider license with respect to the Software (if the Client’s Product Order Form calls for an “Application Service Provider” license (defined as a centrally-hosted implementation of CrossPointe.net’s Software which is shared by multiple end-user accounts) of the Software, in each case with the Client’s use of the Software being only for the internal business needs of the Client. The Client acknowledges that its use of the Software may be subject to additional licensing terms from the relevant Third Party, and that the Client is authorized to use the Software subject to the terms of this Agreement and such additional licensing terms.

b. Software Copies. All copies of the Software (whether made by the Client or provided by CrossPointe.net) are subject to the provisions of this Agreement. The Client must maintain an accurate record of the locations of all copies of the Software, which record may be inspected by CrossPointe.net at any time.

c. Documentation Copies. The Client may make a reasonable number of copies of the CrossPointe.net Documentation.

d. Software Modifications. The Client may use the CrossPointe.net Products to develop and use (for only the internal business needs of the Client) interfaces, Software modifications, or enhancements. CrossPointe.net will continue to own all Intellectual Property Rights to any object code, executable code or source code developed by CrossPointe.net. This Agreement and the Client will not restrict CrossPointe.net's independent development, use or licensing of any type of software. Client developed software which enhances, supports, or modifies the CrossPointe.net Products ("Client Modifications") shall be owned by CrossPointe.net. Each such Client Modifications may be used by CrossPointe.net for its own use and for use by CrossPointe.net's other customers as a perpetual, irrevocable, nonexclusive right and license; provided, however, if CrossPointe.net, in its sole discretion, decides to incorporate such Client Modifications into CrossPointe.net's standard product offerings or CrossPointe.net's Supported Products which CrossPointe.net makes available to its other customers, then Client may continue to use such Client Modifications pursuant to the License granted in this Agreement. Notwithstanding the foregoing, should CrossPointe.net incorporate such Client Modifications into its standard product offerings or its Supported Products then Client, by its execution of this Agreement, irrevocably assigns to CrossPointe.net all right, title and legal interests (including all rights of copyright, patent, and other intellectual property rights) in and to the Client Modifications, absolutely and in fee simple, including, but not limited to the right of perpetual, irrevocable, nonexclusive use and license and sublicense rights with respect to the Client Modifications, for its and its future customers' benefit, in each and all manner and circumstance, without any compensation due or payable to Client for such ownership rights with respect to all Client Modifications.

e. Restrictions. The Client may not rent, lease or re-license the Software or use the Software to provide data processing, outsourcing, service bureau, hosting services or training to third parties. The Client will retain and include on each copy of the Software, all titles, trademarks, and copyright and restricted rights notices. The Client will not disassemble, decompile, decode or reverse engineer the Software, except as expressly permitted by applicable law or contract for the CrossPointe.net Products. The restrictions in the Agreement concerning the use and confidentiality of the Software extend to any updates, upgrades, enhancements, new releases or support materials related to the Software and provided by CrossPointe.net. Client is responsible for compliance with the Agreement by each member and employee of the Client and each user.

f. U.S. Government restricted rights. If Licensee is acting on behalf of any unit or agency of the United States Government ("Government"), the following provisions apply: (1) the software and documentation are provided to the Government with Restricted Rights, (2) use, duplication or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 and subparagraph (c)(2) of the Commercial Computer Software – Restricted Rights clause at FAR 52.227-19.

g. Price and Payment. Client shall pay CrossPointe.net for the Software License granted herein, in the manner and as specified to in the initial and/or any subsequent Product Order Forms executed by Client pursuant to this Agreement (collectively the "Product Order Price").

All payments hereunder shall be made in United States Dollars. Unless otherwise stated herein, or specified on the Client's Product Order Form, all invoices shall be due and payable within thirty (30) days of date of invoice. On any invoice not paid within sixty (60) days, CrossPointe.net may assess and Client shall pay a service charge accruing thereafter until the date of payment equal to the lesser of: (i) the rate of one and one-half percent (1.5%) per month or (ii) the maximum lawful interest rate applicable. In the event Client's account is in arrears for more than ninety (90) days for ANY reason, CrossPointe.net shall be entitled to immediately place Client on support hold. No Services, including Subscription Services, will be provided while Client is on support hold. Client shall remain on support hold until Client's account is paid current.

If the Client fails to pay the Product Order Price and/or License Fees (but not with respect to any failure of Client to pay any maintenance fees) and persists in such failure to pay the Product Order Price and/or License Fees for thirty (30) days after receiving written notice thereof from CrossPointe.net, CrossPointe.net may terminate this Agreement and declare any unpaid amounts owed hereunder immediately due and payable. Client Modifications made to the Software by the Client shall be CrossPointe.net's property, pursuant to the terms described in Section 2(f) of this Agreement. Any modifications, enhancements or changes made to the Software by CrossPointe.net, whether under agreement with the Client or otherwise, shall be CrossPointe.net's property. Client Modifications made to the Software shall be subject to CrossPointe.net's warranty only if and when such changes are incorporated into the Software, CrossPointe.net's standard product offerings or CrossPointe.net's Supported Products, as generally distributed to CrossPointe.net's other customers. Upon any termination of this Agreement pursuant to this paragraph, the Client shall discontinue its use of, and shall return within 10 days, all copies of the Software and Documentation then in its possession. The Client's obligation to pay accrued charges and fees and to protect the confidentiality of the Software and Documentation shall survive termination. Cancellation of the license granted hereunder shall be in addition to and not in lieu of any other remedies available to CrossPointe.net. Any such termination shall also terminate CrossPointe.net's warranty and indemnity obligations and liabilities.

3. **Deliveries and Installation.** Promptly after receipt of the payment(s) as specified in the Product Order Price, CrossPointe will deliver to the Client one copy of the Software (if the Client's Product Order Form calls for an in-house stand alone installation of the Software) and one copy of the Documentation. Except to the extent otherwise agreed to separately in writing by the Parties, the Client is responsible, at its expense, for installation of the Software (if the Client's Product Order Form calls for an in-house stand alone installation of the Software), user training, data conversion and other services.

4. **Support by CrossPointe.net.** During the Support Period, CrossPointe.net will provide the Client the following support ("Support"):

b. Repair, replace or provide The Client with an upgrade of the CrossPointe.net-Supported Products to comply with the Product Warranty under Section 7.

d. Make CrossPointe.net's standard telephone support available to persons authorized by the Client, including general technical information and assistance with problem determination, isolation, verification and resolution during the hours of 8 a.m. to 5 p.m. EST (excluding weekends and CrossPointe.net designated holidays, or as specified on the Client's Product Order Form).

e. Provide the Client updates, enhancements, and new releases of the CrossPointe.net Supported Products when generally made available by CrossPointe.net for installation and use by the Client. (1) CrossPointe.net will provide support for the immediate prior Major Release for a period of 12 months after general availability of the then current Major Release. (2) CrossPointe.net will alert Client at least 6 months before the scheduled termination of Support and the Product Warranty for any Major Release. CrossPointe.net may immediately terminate Maintenance and the Product Warranty for all CrossPointe.net Supported Products if Client does not renew Support for the CrossPointe.net Supported Products designated on a Product Order Form. CrossPointe.net will have no obligation to provide support for any Client Modifications until such time as such Client Modifications have been incorporated into the CrossPointe.net Supported Products which have been made available to other CrossPointe.net customers.

d. CrossPointe.net shall exercise reasonable skill and care in the provision and performance of support. Dates given for performance of Services are good faith estimates only.

5. Client Responsibilities. CrossPointe.net Support and the Product Warranty require that:

- a. Client shall ensure its hardware is kept in good working order in accordance with the manufacturer's recommendations and requirements.
- b. Client shall identify and provide "key" individual contacts to serve as Client's first line of support on routine System issues for the Client's authorized users and to serve as a liaison between the Client and CrossPointe.net on the issues which need to be communicated to CrossPointe.
- c. Client shall provide CrossPointe.net access to the Client's system 24 hours/day-365 days/year via a mutually agreed upon method. Such access shall allow CrossPointe.net to conduct an audit of the Software as required by CrossPointe.net, from time to time, and to support, monitor and test Client's system.
- d. Client shall take all reasonable steps to ensure that no virus is loaded on the System. Virus diagnosis and removal services are not covered by Support and are billable at CrossPointe.net's then prevailing rates.
- e. Client shall install all new releases of the Software within 12 months after being provided by CrossPointe.net. If the installation of a new release of Software also requires a new release of the Operating System, the Client shall also install such new release(s) at the same time that it installs any such new release of the Software, so that the newly supported CrossPointe.net release will be functional.
- f. The Client shall be responsible, to the extent Client deems necessary, for the following, unless otherwise set forth in the Schedule: adherence to specified electrical requirements; running all cable and phone connections for the System; all data conversion, media, and other charges related to the transfer of the Client's data; all networking design and administration charges relating to the set-up and support of the Client's network.
- g. The Client shall use the Software only in accordance with the terms and conditions set forth in this Agreement. CrossPointe.net Software may only be used within (*Client Name*) or on portable hardware owned by the Client and utilized by its employees.
- h. The Client shall provide CrossPointe.net reasonably available information and technical assistance.
- i. The Client's installation of all or any part of the Software shall be in accordance with the Documentation.
- j. If CrossPointe.net reasonably determines that a Client reported problem is either (1) not caused by the CrossPointe.net Supported Products or (2) due to the Client's modification of the Products or noncompliance with the Documentation, and CrossPointe.net is reasonably able to correct the problem at Client's request, then Client will reimburse CrossPointe.net for that requested correction at CrossPointe.net's then current hourly rates (CrossPointe.net will notify Client before incurring those expenses).

6. Service Fees, Renewal and Reinstatement. [This Section 6 pertains only to CrossPointe.net Supported Products having a perpetual License Term. Service fees for CrossPointe.net Supported Products that have a shorter, stated License Term, are payable in the amounts and on the periodic payment dates described in the Product Order Form for those Products.] There is no Service Fee for the CrossPointe.net Supported Products during the Initial Support Period. While CrossPointe.net provides Support to other Clients, Client may renew Support for the CrossPointe.net Supported Products for one-year renewal periods by paying CrossPointe.net the applicable amounts under this

Section 6 and the Product Order Form. CrossPointe.net will invoice the Client approximately 90 days before the end of the then current Support Period and notify the Client of non-payment approximately 10 days before the Support renewal date. CrossPointe.net may terminate Support if all past due, undisputed invoices are not paid by the Support renewal date. The Product Order Form states the initial fee after the Initial Support Period and relevant dates for annual Support of the CrossPointe.net Supported Products. Client will reimburse CrossPointe.net for reasonable travel and out-of-pocket expenses incurred when rendering on-site Support or Product Warranty services, if such onsite support or warrantee service is required due to errors of Client which cannot be corrected remotely, (CrossPointe.net will notify Client before incurring those expenses). If Support has terminated because of non-renewal or non-payment, and Client desires to reinstate Support, CrossPointe.net will reinstate available Support within 18 months after termination of Support if Client pays CrossPointe.net: (a) all undisputed invoices, (b) the annual Support fee for the next one year Support Period, and (c) if support has been terminated for more than 90 days, a “reinstatement fee” as specified by CrossPointe.net. (d) prorated prior year’s Maintenance for all the days Support was terminated.

7. Product Warranty. During the Support Period CrossPointe.net warrants that (the “Product Warranty”):

Media. The Product media as provided by CrossPointe.net will be free of material defects.

Viruses. Before Product delivery by CrossPointe.net, CrossPointe.net will use up-to-date, commercially available virus scanning and cleaning products, and will not, based on the results of that scanning and cleaning, deliver to the Client Products containing any computer viruses, time bombs, harmful and malicious data, or other undocumented programs which inhibit Product use and operation. When properly installed, the unmodified Software provided by CrossPointe.net for the CrossPointe.net Supported Products will operate materially and substantially as described in the Documentation for that Software.

THE WARRANTIES REFERENCED IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CROSSPOINTE DOES NOT WARRANT THAT THE SOFTWARE IS FREE OF NONMATERIAL DEFECTS. CROSSPOINTE.NET DOES NOT REPRESENT THAT THE SYSTEM WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.

8. Title.

a. CrossPointe.net warrants that it owns all rights, titles, and interests in the CrossPointe.net Supported Products and the software used by CrossPointe.net for the Subscription Services, or has the authority by license, sufficient to grant Client the License and fulfill CrossPointe.net’s obligations under the Agreement. Client’s exclusive remedies for the breach of this Section 8 by CrossPointe.net are described in Sections 9 and 11.

b. The Software, Operating System, all programs developed by CrossPointe.net for the Client hereunder, and all copies thereof are proprietary to CrossPointe.net and title thereto remains with CrossPointe.net. All applicable rights to patents, copyrights, trademarks and trade secrets in the Software, Operating System or any programs developed by or at Client’s request are and shall remain in CrossPointe.net. Client shall not modify, reverse engineer, assemble or decompile, in whole or in part, or Operating System. Client shall not sell, license, transfer, publish, disclose, display or otherwise make available the Software, or Operating System or copies thereof to any other party, individual or entity. Client agrees to secure and protect the Software and Operating System and copies thereof in a manner consistent with the maintenance of CrossPointe.net’s rights therein and to take appropriate action by instruction or agreement with its employees or

consultants who are permitted access to the Software or Operating System to satisfy its obligations hereunder. Violation of any provision of this paragraph shall entitle CrossPointe.net to terminate this Agreement and the Software and Operating System licenses granted hereunder.

9. Product Warranty or Support Remedies. The Client's exclusive remedies for breach of the Product Warranty or Support are:

a. CrossPointe.net will provide Support to repair or replace the Products to enable the Products to comply with the Product Warranty.

b. If CrossPointe.net does not comply with Section 9(a) within the Cure Period (as defined below), the Client may recover direct damages for the CrossPointe.net Supported Products subject to the damage claim, including up to a refund of the License Fees or Service Fees paid by the Client to CrossPointe.net, subject to the time periods and limitations described in Section 14. Client may also elect to terminate Support, the Subscription Services, the License or the Agreement if CrossPointe.net's breach is not cured within the Cure Period. CrossPointe.net may terminate the License and the Agreement if the undisputed License Fees are not paid by the Client within 30 days after notice of late payment or if the Client does not cure any other material breach of the Agreement within 90 days after notice of breach. CrossPointe.net may terminate Support and any Subscription Services if CrossPointe.net's undisputed invoices are not paid within 30 days after notice of late payment. Upon termination of the License by CrossPointe.net for non-payment of the Product Order Price, the License Fees or Service Fees, then Client shall promptly destroy or return the Products to CrossPointe.net. If the License and the Agreement terminate as described in this Section 9 other than for non-payment of the Product Order Price, the License Fees or Service Fees, then Client shall (if the Client's Product Order Form calls for an in-house stand alone installation of the Software) be permitted to retain and continue its right to use, for its use only, the source, object and executable Software codes, pursuant to the term, restrictions and conditions contained in this Agreement. "Cure Period" means the period of time reasonably required after notice from Client for CrossPointe.net to cure a breach in accordance with CrossPointe.net's standard and solely defined Support practices. Sections 1, 2, 5, 8b, and 10 through 22 shall survive any termination of the Agreement.

10. Confidential Information. The Client acknowledges that the System is a confidential and proprietary trade secret of CrossPointe.net. The Client, including the Client's agents and employees, shall keep the Software and all related confidential materials in strictest confidence. "Confidential Information" means object code, source code and benchmark tests for the Products, pricing, non-standard CrossPointe.net contract terms, Client data and all other information reasonably believed to be confidential, but excludes:

- a. Information made available to the general public without restriction by the disclosing Party ;
- b. Information known to the receiving Party independent of disclosures by the disclosing Party;
- c. Information independently developed by the receiving Party without access to or use of the disclosing Party's Confidential Information; and
- d. Information that the receiving Party may be required to disclose pursuant to subpoena or other lawful process, provided that the receiving Party notifies the disclosing Party in a timely manner to allow the disclosing Party to appear and protect its interests, and such disclosure complies with applicable law.

Client's Confidential Information also excludes any new features or functionality suggested by Client for the Products or Subscription Services. The Parties will use reasonable efforts to keep each other's Confidential Information secret and will use that information only to fulfill the rights and obligations under the Agreement. Either Party may disclose in confidence the other Party's Confidential Information on a need-to-know basis to other persons within the control of the disclosing party, and the Party making that disclosure will be responsible for that person's compliance with these restrictions on disclosure and use.

11. Infringement Indemnity and Remedies. CrossPointe.net will, at its expense, retain counsel and defend any suit or claim brought against the Client or software used by CrossPointe.net for the Subscription Services infringe upon any third party's Intellectual Property Rights enforceable under Canadian, United States or state law or international copyright treaty, if Client: (a) promptly notifies CrossPointe.net after Client learns of the suit or claim, and no delay by Client in providing that notice materially prejudices the rights of CrossPointe.net; (b) gives CrossPointe.net authority to defend or settle the suit or claim (provided that CrossPointe.net does not agree to any settlement that materially prejudices Client); (c) gives CrossPointe.net all available non-privileged information reasonably requested by CrossPointe.net concerning the suit or claim; and (d) complies with this Section 11 and reasonably cooperates with CrossPointe.net in the defense (CrossPointe.net will reimburse Client's reasonable out-of-pocket costs of that requested cooperation). The Client may also retain counsel to participate in the defense ("Client's Counsel"). CrossPointe.net will reimburse Client for the reasonable fees and expenses of Client's Counsel only if CrossPointe.net fails to continue to retain legal counsel as required by this Section 11. CrossPointe.net shall have the right to control the defense of all such claims, lawsuit and other proceedings. In no event shall Client make any prejudicial statement in relation thereto, or settle any such claim, lawsuit or proceeding without CrossPointe.net's prior written approval. Client shall, if and when requested by CrossPointe.net, and at CrossPointe.net's expense, promptly provide all needed assistance in the defense of such claims. If as a result of any claims of infringement by the Software against any patent, copyright, license or the property right of a third party, CrossPointe.net or Client is enjoined from using the Software, or if CrossPointe.net believes that the Software is likely to result in a judgment of infringement, CrossPointe.net at its option and expense may: (i) procure the right for Client to continue to use the Software; (ii) replace or modify the Software so as to make it non-infringing with similar functionality; or (iii) discontinue the License granted herein and refund to Client 50% of the respective License Fees paid hereunder with respect only to the software component of the System deemed likely in a judgment of infringement and which has been paid during a three year period prior to CrossPointe.net making this election under Section 11. CrossPointe.net will have no obligations or liability for any suit or claim of infringement based on the Client's use of a superseded or Client-altered release of the CrossPointe.net Supported Products to the extent that the obligation or liability will be voided by the use of a then current release of the CrossPointe.net Supported Products which CrossPointe.net provides to Client. Client will reasonably cooperate with CrossPointe.net to mitigate infringement damages. The foregoing states the entire, sole, and exclusive liability of CrossPointe.net with respect to infringement on any third party property rights by the Software or any parts thereof. This indemnity shall not apply if the infringement is caused in whole or in part by modifications to the System made by Client or other non-CrossPointe.net personnel; use of the Software in a manner other than in accordance with the Agreement or use of the Software in combination with software not supplied by CrossPointe.net under the Agreement.

12. Excusable Delay. Neither Party will be in default of its obligations under the Agreement or liable to the other for any noncompliance arising from causes beyond the reasonable control of the Party, including without limitation, fires, floods, natural disasters. Each Party will use reasonable efforts to resolve promptly any type of excusable delay.

13. Limitations of Liability. In no event will CrossPointe.net, CrossPointe.net's Third Parties or the Client be liable for indirect, incidental, punitive, exemplary, special or consequential damages, or damages for loss of profits, revenue, data or use, incurred by either Party, whether in contract or tort, even if the other Party has been advised of the possibility of such damages. Neither Party will seek or

apply for such damages. CrossPointe.net's and its Third Parties' aggregate liability for damages to the Client for the Agreement, the Products, the Product Warranty, Support or the Subscription Services, whether in contract or tort, shall be limited to actual direct money damages in an amount not to exceed: (a) the License Fees paid by the Client to CrossPointe.net for the Products subject to the damage claim if the claim arose within one year after the date of the earliest Product Order Form for those Products, (b) the most recent annual Service Fees paid by Client to CrossPointe.net for the Products subject to the damage claim if the claim arose more than one year after the date of the earliest Product Order Form for those Products or (c) the most recent annual Subscription Services Fees paid by Client to CrossPointe.net for the Subscription Services subject to the damage claim. The Parties will each use reasonable efforts to mitigate their damages. These limitations represent the agreed allocation of risk. **THE FOREGOING LIMITATION OF LIABILITY SHALL REMAIN IN FULL FORCE AND EFFECT REGARDLESS WHETHER CLIENT'S REMEDIES HEREUNDER HAVE FAILED THEIR ESSENTIAL PURPOSE.**

14. Assignment. Client may not assign the License or the Agreement or transfer any rights or obligations under the Agreement without CrossPointe.net's consent under an assignment or leasing addendum, such consent may be unreasonably withheld. Any assignment or transfer in violation of this Section 15 is void. Any valid assignment of Client's rights and obligations in relation to the Software will require an additional Software License Fee paid to CrossPointe at CrossPointe.net's then prevailing rates unless otherwise specified. Assignments of this Agreement by CrossPointe.net shall not be made without prior notification to the Client.

15. Publicity. Either Party may (in any presentations, press releases, advertising or publicly-disseminated materials) refer to the other Party, to the Products licensed by the Client, or to background information, including for example: CrossPointe.net competitors and competing products considered by the Client, and the Client business needs and reasons for selecting CrossPointe.net and its Products. Before disseminating that information publicly, the disclosing Party will review the factual content of the disclosures with the other Party.

16. Remedies. If the Client has a good faith complaint concerning the Products, Support Subscription Services, the Agreement or CrossPointe.net's invoices, Client shall send CrossPointe.net a specific and complete written description of the complaint within 30 days of discovering the basis for the complaint. CrossPointe.net reserves the right, in its sole discretion, to determine if a Software breach exists, and to implement a plan and resolution time frame to resolve the issue, as defined by CrossPointe.net and to retain subject matter experts to determine whether the complaint has a reasonable basis. If the Client fails to specify a particular complaint with the Products, Support, Subscription Services, the Agreement or CrossPointe.net's invoices, Client understands and agrees that this failure will result in a waiver of Client's right to raise that complaint in any litigation. Promptly after receiving the specific and complete written description of the complaint, each of the Parties will appoint a designated representative to meet, within a reasonable time, in person or by telephone to attempt to resolve in good faith any dispute concerning the Products, Support, Subscription Services, CrossPointe.net's invoices or the Agreement. If the designated representatives do not resolve the dispute, then either Party may request that an officer of CrossPointe.net and an officer of Client meet, within a reasonable time, in person or by telephone to review and attempt to resolve the dispute in good faith. No litigation, arbitration or other action relating to the Products, Support, Subscription Services, CrossPointe.net's invoice or the Agreement may be brought: (a) if Client has not participated or agreed to participate in the above meetings or (b) if the cause of action has been known by the Client more than 30 days. Client agrees that failure to comply with this provision will entitle CrossPointe.net to seek dismissal of any litigation without prejudice and Client agrees not to oppose any motion to dismiss the litigation without prejudice. Client agrees not to initiate or re-initiate any litigation until this section is satisfied. Each Party will pay (without reimbursement) its own legal fees and expenses incurred in any dispute.

The Parties must comply with this section for any dispute, controversy or claim arising out of or relating to the rights and obligation of a party under this Agreement or the validity, interpretation, breach or termination thereof, including claims seeking redress or asserting rights under applicable law.

17. Notices. All notices required under the Agreement must be in writing and delivered electronically or by other method providing for proof of delivery, to the attention of the CEO or President, as to CrossPointe.net and to the Superintendent, as to Client, at the address on the applicable Product Order Form (unless a different address has been designated by notice to the other Party).

18. Escrow. If requested by Client, a current version of the Software source code and the accompanying documentation will be placed into escrow with a third party. Source code which has been escrowed is eligible for release in the event CrossPointe liquidates or shall be declared bankrupt. If Client receives source code under the above circumstances, such source code shall be deemed to be Software and subject to the terms and conditions herein. The source code is to be used solely for Client's maintenance of the Software.

19. General.

a. Unless otherwise specifically agreed in writing by an authorized representative of Client and a Vice President or higher ranking officer of CrossPointe.net, this Agreement will solely govern any present or future purchases/licenses by Client from CrossPointe.net. Any additional Schedules shall be attached and incorporated into this Agreement by reference.

b. Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms. This Agreement, along with the respective Product Order Forms and attachments, is the complete and exclusive statement of the Agreement between the parties with respect to the System and shall supersede all prior proposals, understandings and all other agreements, oral and written. The terms and conditions in this Agreement shall take precedence over the terms and conditions included in all purchase orders and other documentation submitted by Client pursuant to this Agreement. This Agreement may not be modified or altered except by a written instrument duly executed by both parties.

c. Neither party hereto shall be liable or deemed in default for any delay or failure in performance hereunder resulting from any cause beyond its reasonable control.

d. This Agreement, and any action arising out of or related to it, shall be governed by and construed in accordance with the laws of the State of Florida; however, except as otherwise expressly stated herein, the parties specifically waive and disclaim the applicability of the Uniform Commercial Code; Unfair Trade Practices Act, Uniform Electronic Transactions Act, and Uniform Computer Information Transactions Act to this Agreement. Except for Client and CrossPointe, no other party may sue or be sued under this Agreement.

e. If any provision of this Agreement is held to be ineffective, unenforceable or illegal for any reason, such decision shall not affect the effectiveness, validity or enforceability of any or all of the remaining provisions hereof, and if any provision of this agreement is held to be ineffective, unenforceable or illegal with respect to particular circumstances, such provision shall remain in full force and effect in all other circumstances.

f. This Agreement shall be binding upon and inure to the benefit of only the parties hereto and their respective successors and permitted assigns.

g. The waiver or failure of either party to exercise any right provided for in this Agreement shall not be deemed a waiver of any further right hereunder.

h. All communications or notices permitted or required to be given or served under this Agreement shall be in writing, shall be addressed to the other Parties at the appropriate Party's address or as set forth below, and shall be deemed to have been duly given or served if delivered in person or deposited in the United States mail, certified mail, return receipt requested.

i. This Agreement shall become effective upon the signature hereof by an authorized representative of the Client and CrossPointe.net and receipt by CrossPointe.net of the initial payment specified herein.

j. All services provided by CrossPointe.net will be provided as an independent contractor, and neither Party will be, or represent itself to be, the franchiser, franchisee, agent or legal representative of the other Party.

k. The Agreement may be amended only in writing signed by the Parties, except that CrossPointe.net may, upon notice to Client and without Client's signature, amend a Product Order Form to correct errors without increasing the License Fees. All purchase orders, prior agreements, representations, statements, requests for proposal, proposals, negotiations, understandings and undertakings concerning the Products, Support or Subscription Services are superseded by the Agreement.

20. Jurisdiction, Service of Process. Any proceeding arising out of or relating to this Agreement may be brought in the courts of the State of Florida, Orange County, or, if it has or can acquire jurisdiction, in the United States District Court for the Middle District of Florida, and each of the Parties irrevocably submits to the exclusive jurisdiction of each such court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court and agrees not to bring any proceeding arising out of or relating to this Agreement in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and bargained agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum. Process in any proceeding referred to in the first sentence of this section may be served on any Party anywhere in the world.

21. Taxes and Duties. The charges covered by the License are exclusive of any tariffs, duties or taxes imposed or levied by any government or governmental agency in connection with this agreement. With the exception of taxes imposed upon CrossPointe.net which are based upon net income, Client as licensee shall, unless otherwise exempt from the payment of the following described taxes, be liable for payment of all such taxes, however designated, levied or based on the Software, its charges or its use or on this agreement, including without limitation state or local sales, use, VAT, and personal property taxes.

22. Maintenance Services. The annual charges to Client for CrossPointe.net's routine software maintenance and product support will be as specified on the most recent Product Order Form, or invoice.

23. Governing Law. This Agreement will be governed by and construed under the laws of the State of Florida without regard to conflicts-of-laws principles that would require the application of any other law.

CROSSPOINTE.NET LLC

GADSDEN COUNTY SCHOOL BOARD

(Authorized Signature)

Joan Keebler

(Printed Name)

Chief Executive Officer

(Title)

(Date)

750 S. Orlando Avenue

(Street Address Line #1)

Suite 201B

(Street Address Line #2)

Winter Park, FL 32789

(City, State, Postal Code)

(Authorized Signature)

(Printed Name)

(Title)

(Date)


35 Martin Luther King Jr. Blvd

(Street Address Line #1)

(Street Address Line #2)

Quincy, FL 32351

(City, State, Postal Code)

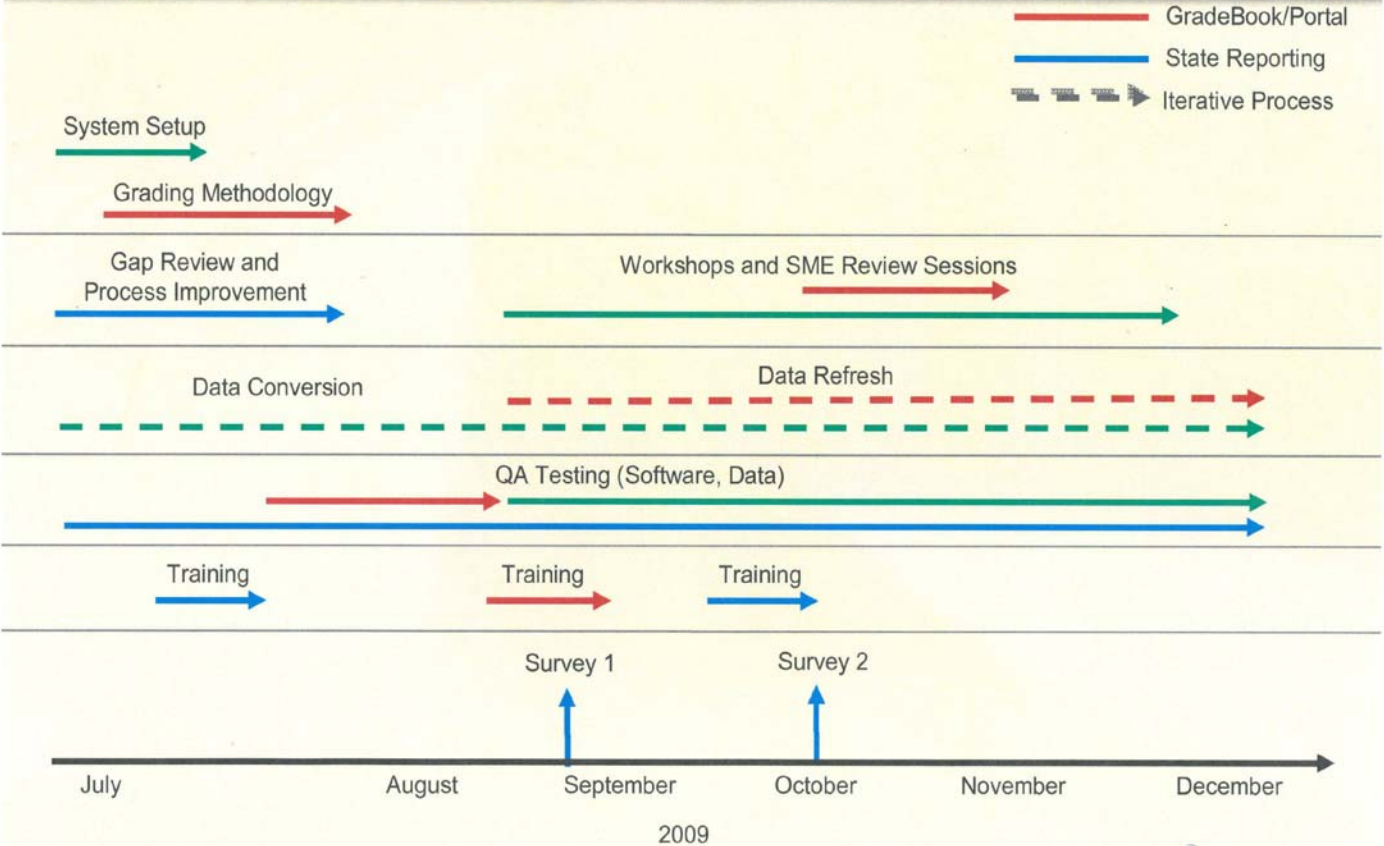


Gadsden County School District Quincy, FL

CrossPointe.net
Implementation Timeline

June 12, 2009





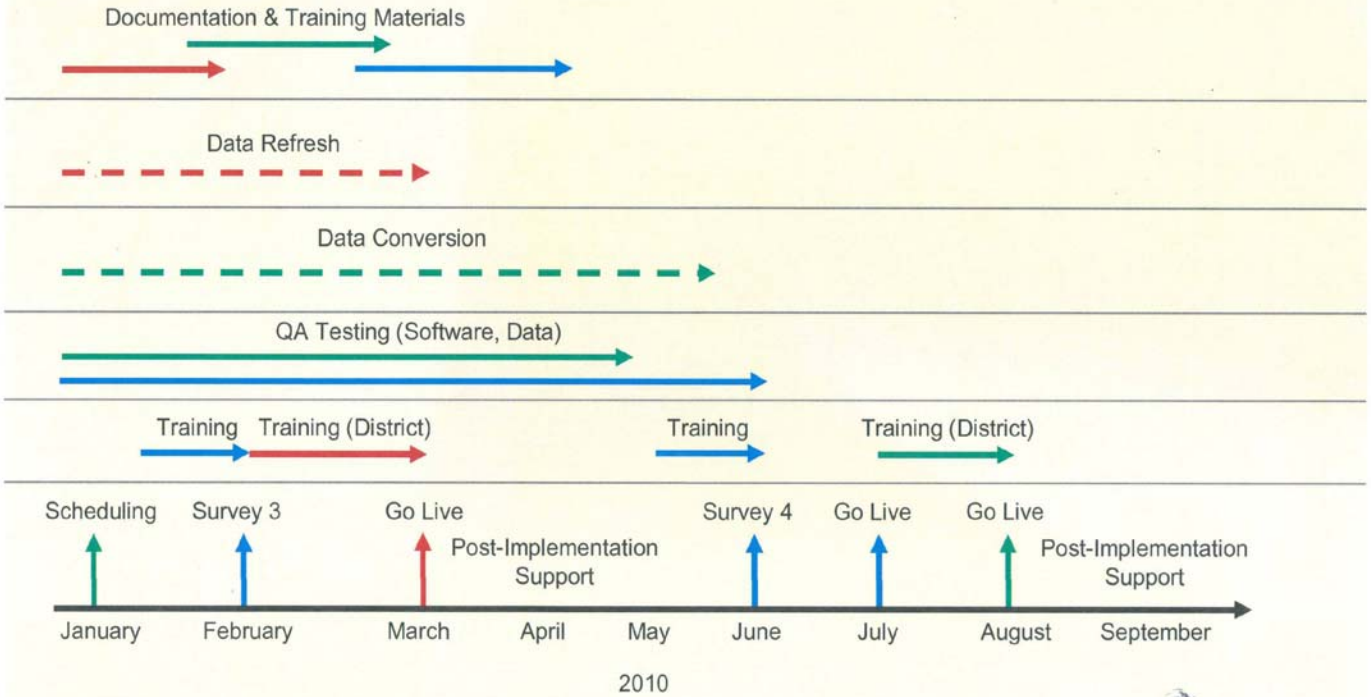


Gadsden
County
School
District

Project Timeline

SIS/Gradebook/State Reporting

- SIS
- GradeBook/Portal
- State Reporting
- - - Iterative Process



Slide 3

Confidential



SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 3b

DATE OF SCHOOL BOARD MEETING: July 14, 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

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 promised herein contained and other good and valuable consideration, Gadsden County School District and AU agree as follows:

TERMS

This Agreement shall become effective with the signatures of the Gadsden County School District Superintendent and School Board Chairman and an AU authorized signor. The Agreement will be effective from the date of execution and shall continue in effect until June 30, 2010, unless terminated or otherwise amended. The Agreement may be reviewed annually, and either part 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.

<http://mail.google.com/a/alt-unlimited.com/?ui=2&ik=cfe28866b8&view=att&th=121efeb...> 6/25/2009

DBI will be included as an exit option in the District's Division of Learning Support.

DBI shall follow the Gadsden County School District calendar unless the District's Superintendent of designee approves an alternative 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** classed 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 with 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 interested 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 the 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.

<http://mail.google.com/a/alt-unlimited.com/?ui=2&ik=cfe28866b8&view=att&th=121efeb...> 6/25/2009

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 (SREF). 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, all required administrative meetings and training. In the event that such administrator not available, an AU designee approved by Gadsden County School District may represent AU when appropriate and necessary.

All AU teachers must meet the certification requirements and 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 the District. AU agrees to remove all persons providing services to students under the 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 certified.

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 exceptional 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 exceptional 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 high school diploma as outlined in the District 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 testing scheduled intervals.

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.

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. Appropriate documentation must be submitted to the District upon completion of course.

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 days 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.

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.

<http://mail.google.com/a/alt-unlimited.com/?ui=2&ik=cfe28866b8&view=att&th=121efeb...> 6/25/2009

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 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 **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 Gadsden School County District daily qualify 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 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 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

<http://mail.google.com/a/alt-unlimited.com/?ui=2&ik=cfe28866b8&view=att&th=121efeb...> 6/25/2009

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 to District and District shall have the right to release such information and records.

To the extent permitted by law, session 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 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.

TRANSPORTATION

Transportation to the **DBI** sites will not be provided by AU. AU understands that Gadsden County School District may at its sole discretion transport students or provide funds for their transportation.

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 will 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 District/AU 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 AU and/or staff shall participate 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 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. 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 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.

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.

AU agrees to submit an annual report of each year of implementation, starting with the end of the first year 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 credits earned per student, the number of students participating in 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 Gadsden County School District at the completion of the contract term. This report will include, but will not be limited to project

<http://mail.google.com/a/alt-unlimited.com/?ui=2&ik=cfe28866b8&view=att&th=121efeb...> 6/25/2009

background information, a description of the project implementation , and accomplishments and conclusion.

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 District, which consent shall not be reasonably withheld.

AU agrees to immediately send to Gadsden County School District written details of critical incidents involving students or staff members as they occur on "DBI" campuses. Under no circumstance shall any such notification occur more than twenty-four (24) hours after a reportable incident.

DISPUTES

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

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 agent of 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

<http://mail.google.com/a/alt-unlimited.com/?ui=2&ik=cfe28866b8&view=att&th=121efeb...> 6/25/2009

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 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.

INSURANCE

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 services (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.

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.

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 the terms of this Agreement, after first giving the other party written notice of the breach in 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: _____

To: Gadsden County School District

Attn: Reginald C. James

Superintendent

35 Martin Luther King 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 above provided.

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, 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 irremovably 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

<http://mail.google.com/a/alt-unlimited.com/?ui=2&ik=cfe28866b8&view=att&th=121efeb...> 6/25/2

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 of 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 on the _____ day of _____, 2009.

GADSDEN COUNTY SCHOOL DISTRICT

ALTERNATIVES UNLIMITED, INC.

By: _____ By: _____

President, _____

ATTEST:

By: _____

Reginald C. James, Superintendent

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 3c

DATE OF SCHOOL BOARD MEETING: July 15, 2009

TITLE OF AGENDA ITEM: Sale and lease of school property and building at old Greensboro Elementary location.

DIVISION: Facilities

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

PURPOSE AND SUMMARY OF ITEM: Asking Board to discuss and approve if agreeable (1) a purchase and sale agreement (2) attached lease agreement with Agape Assembly of God Church (Pastor Philip May). Property to be leased and purchased is located at 62 Lonnie Clark Road, Greensboro, Florida. (3-17-2N-5W-0000-00223-0100) old Greensboro Elementary.

FUND SOURCE:

AMOUNT: as per agreement

PREPARED BY: Wayne Shepard

POSITION: Director of Facilities

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 _____

Be sure that the COMPTROLLER has signed the budget page.

This form is to be duplicated on light blue paper.

CONTRACT FOR SALE AND PURCHASE

PARTIES: **SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA**, hereinafter called SELLER, whose address is 35 Martin Luther King, Jr., Blvd., Quincy, Florida 32351, and **AGAPE ASSEMBLY OF GOD CHURCH, an unincorporated congregational association**, whose address is Post Office Box 292, Bristol, Florida 32321, hereinafter called BUYER, hereby agree that the SELLER shall sell and the BUYER shall buy the following property upon the terms and conditions hereinafter set forth. Wherever the context hereof so requires or admits, the terms "SELLER" and "BUYER" shall include singular and plural, and use of any gender shall be applicable to all genders, and this instrument shall be binding upon all parties hereto and their legal representatives, successors, and assigns.

1. LEGAL DESCRIPTION: See Exhibit "A" attached hereto and referred to hereinafter as the "Property."
2. METHOD OF PAYMENT:

(a)	Deposit to be held in trust by Ausley & McMullen	\$ 10,000.00
(b)	Approximate balance to close (excluding BUYER's expenses and subject to prorations)	<u>640,000.00</u>
(c)	TOTAL PURCHASE PRICE	\$650,000.00
3. TIME FOR ACCEPTANCE: If this offer is not executed by SELLER and BUYER prior to _____ p.m. on _____, the deposit shall be returned to BUYER and this offer shall be null and void. The date of this Contract shall be the date when the last party has signed this Contract.
4. CLOSING AND POSSESSION: This Contract shall be closed and the deed delivered on or before _____, 2013, unless extended by other provisions of this Contract. If additional time is required by lender to close, closing shall be extended, not to exceed 60 days. MONIES DUE AT CLOSING SHALL BE TENDERED BY CASHIER'S CHECK, CASH OR WIRE TRANSFER. Closing shall be held at Ausley & McMullen, 227 South Calhoun Street, Tallahassee, Florida. Possession of the property will be delivered to BUYER under and pursuant to a Lease Agreement in the form of Exhibit "B" attached hereto which the parties agree to execute simultaneously with the execution of this agreement.
5. EVIDENCE OF TITLE: Should BUYER desire to do so, BUYER shall order for delivery to the BUYER a Title Binder to be followed by TITLE INSURANCE issued by a qualified title insuror agreeing to issue to BUYER upon recording of the deed hereafter mentioned, an owner's title insurance policy in the amount of the purchase price; insuring that the title to the Property is free and clear of any easements, liens or encumbrances unless

otherwise expressly permitted or provided herein. If a defect rendering title unmarketable is discovered, SELLER shall exercise reasonable diligence and have a reasonable amount of time, (not to exceed ninety [90] days), to clear same at his expense, and closing shall be extended accordingly. If any such title defect cannot be cured, BUYER shall have the option of accepting the title as it then is, or receiving a refund of the deposit and terminating this Contract.

6. INSTRUMENTS: Title to real Property shall be conveyed by STATUTORY WARRANTY DEED unless otherwise agreed in writing. SELLER represents that it has legal authority and capacity to convey title to the Property together with any improvements thereon. SELLER shall furnish to BUYER a SELLER's affidavit that SELLER has made no alterations or improvements to the Property for ninety (90) days preceding date of closing for which a lien could be filed. If the Property has been improved by SELLER within ninety (90) days preceding closing date, the SELLER shall deliver releases or waivers of all mechanic's liens or receipted bills, executed by general contractors, subcontractors, suppliers or materialmen, and SELLER's mechanic's lien affidavit. Upon request copies of all instruments shall be furnished at least 24 hours prior to closing.
7. RESTRICTIONS AND EASEMENTS: BUYER agrees to take title to the Property subject to any assumed mortgage(s) or purchase money mortgage(s) described in Item 4 above, taxes for the current and subsequent years, special assessments and those accruing hereafter, zoning and other governmental restrictions, plat restrictions and qualifications, public utility easements, and restrictive covenants of record, provided that none of the foregoing shall prevent use of the Property for school related purposes.
8. ROAD MAINTENANCE: The BUYER may be responsible for the maintenance of roads and related drainage, if any, serving this Property, and unless there is an ownership interest in such roads and related drainage by governmental authorities, said governmental authority shall have no responsibility for such maintenance.
9. WARRANTIES AND REPRESENTATIONS CONDITION OF PROPERTY:

This contract is subject to and BUYER has the option of having the property inspected, at BUYER'S expense, by an appropriately state licensed person dealing in construction, repair or inspections. Said inspection shall include, but not be limited to the right to inspect the property for structural defects, visible evidence of leaks, plumbing, heating, air conditioning, electrical, appliances, if any, and any other major components of the premises. This inspection shall be made within 25 days of the date of this agreement and SELLER agrees to cooperate in making available to the BUYER or inspector all parts of the premises as may be required to adequately conduct the inspection.

Within seven (7) days of the date the inspection is to be completed, the BUYER shall notify the SELLER whether the BUYER accepts the premises as found by the inspection. Upon such notification, this contract shall be closed in accordance with its terms. Should BUYER notify SELLER within seven (7) days of the date the inspection was to be completed that BUYER does not accept the inspection, BUYER shall have the right to

forthwith cancel this contract and recover any binder paid and shall be relieved from any further obligation under this contract.

SELLER agrees to deliver the property in its present "as is" condition.

If BUYER fails to make the inspection(s) as provided above, BUYER agrees to accept property in "as is" condition.

10. ENVIRONMENTAL CONDITIONS: BUYER acknowledges the availability of environmental engineering firms which can perform environmental audits on subject property. If BUYER elects not to have an environmental audit performed on subject property, then BUYER accepts all responsibility associated with any potential environmental problems which may occur. BUYER relieves SELLER of any and all responsibility in connection with any unknown environmental problems which may occur on subject property.
11. MAINTENANCE: Between date of Contract and date of closing or the date of possession, whichever occurs first, the Property shall be maintained in accordance with a Lease Agreement between the parties as set forth in Exhibit "B" ("Lease Agreement").
12. RISK OF LOSS: The risk of loss or damage to the premises by fire or otherwise is assumed by SELLER until the commencement of the Lease.
13. PRORATIONS: All taxes from the current year of closing, rents, hazard insurance premiums on policies assumed by BUYER, and property owners' association dues, if any, shall be prorated as of date of closing. BUYER shall be deemed the owner of the Property on date of closing. If BUYER assumes an existing mortgage, BUYER shall reimburse SELLER for any escrow funds which are not refunded to SELLER and which remain with the loan. If information as to current year's taxes is not available at the time of closing, taxes shall be prorated on the basis of the prior year's gross taxes together with any applicable discount for early payment, provided the proration shall be adjusted at the request of either party when the tax bill for the year of closing becomes available. All prorations shall be adjusted to the cash due at closing. The agreements contained herein shall survive closing.
14. EXPENSES:

BUYER SHALL PAY FOR THE FOLLOWING:

Owner's title insurance
Recording fees
Buyer's attorney fees

SELLER SHALL PAY FOR THE FOLLOWING:

Satisfaction of mortgage and recording thereof
Preparation of deed, affidavit
State documentary stamps on deed
Seller's attorney fees

15. SURVEY: If BUYER desires a survey, he shall have the Property surveyed at his expense prior to closing date. If the survey shows an encroachment, the same shall be treated as a title defect.
16. DEFAULT: If BUYER fails to perform any covenants of this Contract within the time specified, all deposits paid by BUYER may be retained by or for the account of SELLER, as liquidated damages. If SELLER fails to perform any covenants of this Contract, all deposits, at the option of the BUYER, shall be returned to Buyer. Upon such event, all parties shall be released of their rights and obligations under this Contract. As an alternative to the foregoing, however, either non-defaulting party, may proceed at law or in equity to enforce his legal rights under this Contract, including, but not limited to, the right to bring suit for specific performance.
17. ATTORNEY FEES AND COSTS: In connection with any litigation, including appeals, arising out of this Contract, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney fees.
18. SPECIAL ASSESSMENT LIENS: Certified, confirmed or ratified special assessment liens as of the date of closing (and not as of date of the Contract) are to be paid by SELLER. Pending liens as of date of closing shall be assumed by BUYER, provided, however, that where the improvement has been substantially completed as of date of Contract, such pending liens shall be considered as certified, confirmed or ratified, and SELLER shall be charged at closing an amount equal to the last estimate of the improvement assessment.
19. LEASES: SELLER shall furnish copies of all written leases to BUYER prior to closing. If there are any persons in possession of the Property without written leases, estoppel letters from such persons specifying the nature and duration of occupancy shall be furnished to BUYER by SELLER prior to date of closing.
20. COMMISSION TO REALTOR: BUYER and SELLER acknowledge neither has employed a REALTOR.
21. TIME IS OF THE ESSENCE IN THIS AGREEMENT.
22. SPECIAL CLAUSES: Any provisions contained in this SPECIAL CLAUSES section of this Contract or in exhibits attached hereto shall control and govern any contrary or inconsistent provisions appearing elsewhere in this Contract. None.

**[SIGNATURES TO CONTRACT FOR SALE AND PURCHASE
APPEAR ON NEXT PAGE]**

<p>Executed by BUYER on _____</p> <p>AGAPE ASSEMBLY OF GOD CHURCH, an unincorporated congregational association</p> <p>By: _____ As its: _____</p>	<p>Executed by SELLER on _____</p> <p>SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA</p> <p>By: _____</p> <p>REGINALD C. JAMES As its: Superintendent</p> <p>By: _____ JUDGE B. HELMS, JR. As its: Chairman of the Board</p>
--	---

By signature below, receipt of deposit of \$10,000.00 is acknowledged (if check, subject to clearance). It shall be held in escrow pending disbursement according to terms hereof, together with all additional deposits escrowed by terms of this Contract. Failure of clearance of deposits shall not excuse performance by BUYER.

AUSLEY & McMULLEN

Date: _____

By: _____

h:\jmc\gcsb\agape assembly\contract for sale and purchase.doc

LEASE AGREEMENT

This Lease Agreement (this "Lease") is made and entered into this _____ day of _____, 2009, by and between:

- **SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA**
whose mailing address is 35 Martin Luther King, Jr., Blvd., Quincy, Florida 32351
(hereinafter referred to as "Lessor"), and
- **AGAPE ASSEMBLY OF GOD CHURCH**, an unincorporated congregational association, whose mailing address is Post Office Box 292, Bristol, Florida 32321, and whose Federal Tax Identification Number is _____
(hereinafter referred to as "Lessee").

IN CONSIDERATION of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Lessor and the Lessee agree as follows:

1. Description of Premises

Subject to and upon the terms, provisions and conditions herein set forth, Lessor does hereby lease, demise, and rent to the Lessee and the Lessee does hereby lease, demise and rent from the Lessor the real property and all building improvements described on the attached **Exhibit "A"** (hereafter "the Property" or "Leased Premises").

2. Acceptance of Premises

Neither Lessor nor Lessor's agents have made any representations or promises with respect to the Leased Premises, or this Lease except as herein expressly set forth. The taking of possession of the Leased Premises by Lessee shall be presumptive evidence, as against Lessee, that Lessee has accepted the Leased Premises in their "as is" condition on the date the lease Term commences and that the Leased Premises are suited for the use intended by Lessee and the Leased Premises are in good and satisfactory condition at such time.

3. Term

Subject to and upon the conditions set forth in this Lease or in any exhibit or addendum attached to this Lease, this Lease shall continue in full force and effect for a term of **three (3) years** from the date of this Lease.

4. Commencement

The Term of this Lease shall begin at 12:01 a.m., on _____, **2009**, and end at midnight, on _____, **2013**, unless sooner terminated as provided in this Lease.

5. Monthly Rent

As consideration for this Lease and the services to be provided by Lessor, Lessee shall pay to Lessor at its offices as stated above or at such other place as Lessor shall designate in writing to Lessee, promptly on the first (1st) day of each month beginning _____, 2009, and not later than the fifth (5th) day of each month, in advance during the term of this Lease, and without demand, offset or deduction, an initial Monthly Rental of \$500.00. The Monthly Rental shall increase to \$800.00 per month on _____ until _____, 2011, when rent shall increase to \$1,000.00 per month until the end of the Lease. In addition to the Monthly Rental, Lessee shall pay all utility costs (electric, gas, fuel oil, phones, security, garbage, and water) and all applicable sales and use tax.

6. Security Deposit

Prior to occupancy, Lessee shall pay to Lessor, as a Security Deposit, the sum of \$_____. Such deposit, if any shall be required, shall be applied to the last month's Monthly Rental, provided that Lessee shall have preformed all of Lessee's obligations under this Lease. The Security Deposit, if any shall be required, shall secure Lessee's obligations specified in this Lease and shall be held and applied as permitted under Florida law.

7. Late Charges and Returned Checks

The Monthly Rental due Lessor under this Lease shall be considered past due for purposes of this Lease if not received by Lessor by the fifth (5th) day of any month during the lease Term. If Lessor has not received any Monthly Rental payment required by this Lease by the fifth (5th) day of the month it is due, Lessee shall, in addition to the Monthly Rental payment, be obligated and shall pay a service charge of \$_____. Any other amounts payable to Lessor under this Lease, with the exception of Monthly Rental, shall be considered past due 30 days from Lessor's billing date and, in addition to such payment, Lessee shall pay interest on such past due payment at the Default Rate of the legal rate set by law for judgments and decrees until it is, or they are, paid. Any check received from Lessee which is returned for insufficient funds or any other reason shall require Lessee to pay Lessor a service charge of \$35.00 per returned check.

8. Repairs and Maintenance, Upkeep and Expense by Lessee

Lessee shall, at its own expense, keep and maintain the Leased Premises and appurtenances and every part of them in good order and repair except those required to be maintained and repaired by Lessor as provided in this Lease.

Lessee shall make no alterations in, or additions to the Leased Premises without first obtaining Lessor's written consent for such alterations or additions. Additions or improvements which shall be made by either Lessor or Lessee and attached to the Leased Premises, including carpet, shall be the property of Lessor and shall remain upon and be surrendered with the Leased Premises as a part of them at the termination of this Lease, without disturbance, molestation, or damage. Lessee shall promptly notify Lessor of any needed repairs or maintenance. In addition to the foregoing, Lessee

will, at its own expense, pay for and be responsible for: (a) keeping the grounds mowed and plants, trees trimmed; (b) monitoring all buildings weekly for roof leaks, rotten wood, domestic water leaks and broken windows; (c) repairing any items found in letter (b) above and calling the Director of Facilities at 850/627-9888 for major areas of concern; (d) do periodic pressure washing of walkway roofs and walkways, paint any areas that need painting; (e) do all custodial work inside and outside of the buildings in order to keep them well maintained and looking good; and (f) use on building one, two, three and four.

9. Duties of, and Repairs by, Lessor

Lessor shall, at all times, maintain the following portions of the Leased Premises: (a) maintaining HVAC equipment on buildings one, two, three and four; (b) maintaining electrical on buildings one, two, three and four; and (c) maintaining sewer system (pump only).

Lessor shall comply with the obligations arising under this paragraph at its sole expense. Except, however, Lessor shall not be responsible to make any repairs or improvements to the Leased Premises caused by any act or neglect of Lessee, its agents, employees or visitors.

10. Use of Premises

The Leased Premises shall be used and occupied by Lessee solely for the purpose of Lessee's church and related uses, unless other uses are specifically stated and authorized by Lessor. The Leased Premises shall not be used for any illegal propose nor be used in violation of any valid law or regulation of any governmental body, nor in any manner to create any nuisance or trespass.

11. Quiet Enjoyment

If Lessee shall pay the rent stated in this Lease and all other amounts to be paid by Lessee to Lessor, and faithfully keeps, performs and observes all of the covenants, agreements and conditions herein stipulated, Lessee shall have, at all times during the Term of this Lease, the peaceable and quiet enjoyment of the Leased Premises without hindrance of Lessor, or any other person acting lawfully by or through Lessor, subject, however, to the terms of this Lease.

12. Assignment and Subletting

Lessee may not, without the prior written consent of Lessor, assign this Lease or any interest under it, or sublet the Leased Premises or any part of them, or permit the use of the Leased Premises by any party other than the Lessee. Consent to assignment or sub-lease shall not release Lessee from any of its obligations under this Lease and shall not destroy or waive this provision and all later assignments and sub-leases, if any, shall likewise be made only upon the prior written consent of the Lessor. Sub-tenants or Assignees shall become liable to the Lessor for all obligations of the Lessee hereunder.

13. Property of Lessee

Lessee may, if not in default hereunder, prior to the expiration of this Lease, or any extension of it, remove all fixtures and equipment which it has placed in the Leased Premises, provided Lessee repairs all damages to the Leased Premises caused by such removal, normal wear and tear excepted. However, the Lessor shall have at all times a valid first lien, to secure all rentals and performances by the Lessee of each and all of the covenants, agreements and conditions of this Lease, upon all of the personal property of the Lessee situated in the Leased Premises and such property shall not be removed without the written consent of the Lessor until all arrearage in rent as well as any and all other sums of money due or to become due hereunder shall first have been paid and discharged. Further, the lien herein granted may be foreclosed in the manner provided by law. The statutory lien for rent shall not be waived or released except by the express written release by Lessor. If the Lessee shall fail to timely remove all its property from the Leased Premises upon termination of this Lease for any cause whatsoever, Lessor may, at its option, remove the same in any manner the Lessor shall choose, store such property without liability to the Lessee for loss thereof, and the Lessee agrees to pay the Lessor on demand any and all expenses incurred by such removal and storage, including court costs and attorneys fees and storage charges for any length of time the property shall be in the Lessor's possession. The Lessor may, at its option, without notice, sell such property or any part of it at private sale, without legal process, for such price or prices as the Lessor may obtain. The Lessor may apply the proceeds of any such sale to any amounts due under this Lease from the Lessee to the Lessor, after paying the expenses incident to the removal, storage, and sale of such property.

14. Damage or Theft of Personal Property

Lessee agrees that all personal property and fixtures brought into the Leased Premises shall be at the risk of the Lessee only and that the Lessor shall not be liable for theft or for any damages occasioned by acts of co-tenants, or other occupants of the Office Building in which the Leased Premises are located, or any other person, except for employees and agents of Lessor acting within the scope of their employment.

15. Service of Notice

The Lessee hereby appoints as its Agent to receive the service of all dispossessory or distraint proceedings, legal notices and notices required under this Lease, the pastor of Lessee who at the time of entering this Lease is Philip May, and if there is no person in charge or occupying the Leased Premises, then such service or notice may be made by attaching the same on the main entrance to the Leased Premises and sending a copy to the Lessee at the address provided in this Lease or at such other address as may have been provided in writing by Lessee to Lessor for such purpose.

16. Severability

If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the Term of this Lease, then and in that event, it is the intention of the parties hereto that the remainder of the provisions of this Lease shall not be affected thereby, and it is also the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal,

invalid or unenforceable, there be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid and enforceable. If such invalidity is, in the sole determination of Lessor, essential to its rights, Lessor has the right to terminate Lease on written notice to Lessee.

17. Cumulative Rights

All rights, powers and privileges conferred hereunder upon the parties hereto shall be cumulative but not restrictive to those provided by law.

18. Attorney's Fees

If any rent owing under this Lease is collected by or through an Attorney at Law, Lessee agrees to pay Lessor's reasonable attorney's fees and court costs. If the Lessor or the Lessee defaults in the performance of any of the covenants of this Lease and by reason thereof the Lessor or the Lessee employs the services of an attorney to enforce performance of said covenants, the non-prevailing party shall pay the reasonable attorney's fees and expenses and costs incurred by the prevailing party in the enforcement of any remedy available to it.

19. No Estate in Land

This Lease shall create only the relationship of landlord and tenant between Lessor and Lessee. No estate shall pass out of Lessor; Lessee has only a usufruct, not subject to levy and sale, and not assignable by Lessee except by Lessor's consent, which consent Lessor may withhold in its sole and absolute discretion.

20. Parties

"Lessor" as used in this Lease shall include the first party, its successors and assigns entitled to the premises. "Lessee" shall include the second party, its heirs and representatives, and if this Lease shall be validly assigned or sub-let, shall include also Lessee's assignees or sub-lessees, as to the premises covered by such assignment or sub-lease. The words "Lessor" and "Lessee" shall include male and female, singular and plural, corporation, partnership or individual, as they fit the particular parties.

21. Utilities and Janitorial Service

Lessee will, at its own expense, pay all utility charges to the Leased Premises, including electricity for lights and power, telephone, gas water or other utility services to or for the use of the Lessee in the Leased Premises.

22. Remedies of Lessor for Non-Compliance by Lessee

In the event: (a) the rent specified herein is not paid at the time and place when and where due; (b) the Leased Premises shall be deserted or vacated; (c) the Lessee shall fail to comply with any term, provision, condition or covenant of this Lease, other than the payment or rent, or any of the Rules

and Regulations now or hereafter established for the management of the Leased Premises of which the Leased Premises are a part; (d) any petition is filed by or against Lessee under any section or chapter of the Federal Bankruptcy Code as amended; (e) Lessee shall become insolvent or make a transfer to defraud creditors; (f) Lessee shall make an assignment for the benefit of creditors; or (g) a receiver is appointed for a substantial part of the assets of Lessee; and Lessee shall not cure such default(s), with the exception of rental default as provided for above, within thirty (30) days after notice to the Lessee of such failure to comply, and upon the occurrence of any one or more of the foregoing Lessor shall have the option to proceed according to one or more of the following courses of action:

(a) Terminate this Lease, in which event Lessee shall immediately surrender the Leased Premises to Lessor, and if Lessee shall fail to do so, Lessor may, without further notice and without prejudice to any other remedy Lessor may have for possession or arrearage in rent, enter upon the Leased Premises and expel or remove Lessee and its property, by force if necessary, without being liable to prosecution or any claim for damages therefore, and Lessee agrees to indemnify Lessor for all loss and damage which Lessor may suffer by reason of such termination, whether through inability to relet the Leased Premises, or through decrease in rent or otherwise; and/or

(b) Declare the entire amount of the rent which would become due and payable during the remainder of the Term of this Lease to be due and payable immediately, in which event, Lessee agrees to pay the same at once, together with all rents theretofore due, as provided herein. The acceptance of such payment by Lessor shall not constitute a waiver of any failure of Lessee thereafter occurring to comply with any term, provision, condition, or covenant of this lease; and/or

(c) Lessor, without terminating this Lease, upon Lessee's breaching this Lease, inclusive of abandonment, may at Lessor's option enter upon the Leased Premises by force, if necessary, without being liable for prosecution, and rent the Leased Premises at the best terms obtainable by reasonable effort. Lessee shall be liable to Lessor for the deficiency, if any, between Lessee's rent hereunder and the price obtained by Lessor on reletting.

Pursuit by Lessor of any of the foregoing remedies shall not preclude the pursuit of any of the other remedies herein provided or any other remedies provided by law.

No agreement to accept a surrender of the Leased Premises shall be valid unless the same be made in writing and subscribed by the Lessor.

The mention in this Lease of any particular remedy shall not preclude the Lessor from pursuing any other remedy the Lessor might have, either in law or in equity.

In case it should be necessary or proper for Lessor to bring any action under this Lease, or to consult with an attorney concerning or for the enforcement of any of Lessor's rights under it, then Lessee agrees in any and such case to pay to Lessor a reasonable attorney's fee.

The receipt by the Lessor of rent with knowledge of the breach of any covenant contained in this Lease shall not be deemed a waiver of such breach.

23. Holding Over

In the event of holding over by Lessee subsequent to the expiration or other termination of this Lease and without regard to Lessor's acquiescence or consent, Lessee shall pay as liquidated damages a monthly rent equal to **200%** of the monthly rent payable immediately prior to such expiration or termination of this Lease for the duration of such holdover period. Additionally, during such holding over with Lessor's acquiescence and without any express agreement of the parties, the Lessee shall be a tenant on a month-to-month basis which tenancy shall be terminated absolutely and without remedy upon thirty (30) days prior written notice of such intent by either party. There shall be no renewal of this Lease by operation of law.

24. Effect of Termination of Lease

No Termination of this Lease prior to the stated termination of it, by lapse of time or otherwise, shall affect Lessor's right to collect rent for the period prior to the termination thereof.

25. Real Estate Taxes

Lessee shall pay all real property ad valorem taxes on the Leased Premises as soon as the amounts have been established and not later than November 30th of each year the property is leased.

26. Governmental Requirements

Lessee agrees at its own expense, to comply with all requirements of any legally constituted public authority concerning the use of the Leased Premises.

27. Eminent Domain

If the whole of the Leased Premises or such portion thereof as will make the Leased Premises or parking area unusable for the purpose herein leased, be condemned by any legally constituted authority for any public use or purpose, then in either of said events the Term hereby granted shall cease from the time when possession thereof is taken by public authority, and rent shall be accounted for as between Lessor and Lessee as of that date. Should any public taking render only a portion of the Leased Premises unusable, such condemnation shall in no way affect the respective rights and obligations of Lessor and Lessee hereunder. It is expressly agreed that the Lessee shall not have any right or claim to any part of any award to or received by the Lessor for such taking. As used herein, "unusable" shall be in the reasonable judgment of the Lessee.

28. Destruction of Premises

If the Leased Premises are totally destroyed (or so substantially damaged as to be untenable) by storm, fire, earthquake or other casualty, at the option of Lessor this Lease shall terminate as of the date of such destruction or damage, and rental shall be accounted for as between Lessor and Lessee as of that date. The Lessor, within 20 days of such destruction or damage, shall give Lessee notice as

to its intent to reconstruct. Failure to do so shall give Lessee the option to cancel this Lease. If Lessor elects to reconstruct, the rent shall be abated during the construction term and such construction shall not exceed 90 days, or Lessee may cancel this Lease.

If the Leased Premises are damaged but not rendered wholly untenantable by any such casualty or casualties, rental shall abate in such proportion as the use of the Premises has been destroyed until the Lessor has restored the Leased Premises to substantially the same condition as before the damage, whereupon full rental shall recommence. Nothing contained herein shall require Lessor to make such restoration if not deemed advisable in its judgment. If Lessor fails to provide notice of the option to reconstruct within 20 days of the occurrence, Lessee may at its option, cancel this Lease. If the Leased Premises are not restored within 90 days of the occurrence, Lessee may at its option cancel the Lease.

29. Insurance.

Lessee shall, at its sole expense, maintain in full force and effect during the term hereof public liability and property damage insurance in an amount not less than \$ _____ single limited combined bodily injury and property damage for each occurrence for coverage of all situations where any person or persons claim bodily injury, death or property damage in or upon the premises. All such insurance policies shall be issued by a reputable company authorized to do business in the State of Florida and reasonably acceptable to Landlord and shall name Lessee, Lessor and any mortgagee of the property as coinsureds as their respective interests may appear, and shall provide for cancellation thereof only after thirty (30) days' prior written notice to Lessor and any mortgagee named therein. Lessee shall provide to Lessor and any mortgagee named in such policies with copies thereof. In the event Lessee fails to timely secure and maintain in full force and effect the insurance as required hereunder, the same shall be deemed an event of default and Lessor, in addition to any other remedies provided in this agreement, shall have the right to secure said insurance at the expense of Lessee, and any funds so advanced shall be immediately due and payable by Lessee to Lessor, and shall bear interest from the date of advance at the highest rate of interest allowed by law to be charged on the amounts then due to Lessor. Lessee may maintain such insurance on its leasehold improvements, trade fixtures and items of personal property a Lessee deems appropriate.

30. Entry of Lessor

Lessor may enter the Leased Premises at reasonable hours to exhibit the same to prospective purchasers or tenants, to inspect the Leased Premises to see that the Lessee is complying with all of its obligations hereunder, to make repairs required by Lessor under the terms hereof, or to make repairs to the Office Building.

31. Indemnification.

Lessee agrees to indemnify and hold Lessor harmless from any and all liability and damages, including attorneys' fees, for claims of others for injuries to persons or property occurring in or upon the premises arising out of the use, occupancy or operation of said premises by Lessee, its officers, employees, agents, guests and invitees, except such damage or liability as is caused by the negligent,

intentional, willful acts of Lessor.

32. Signs.

Lessee shall not place, construct, erect, affix or attach any sign, billboard or other advertising material to the exterior of the premises without the prior written consent of Lessor as to the location, size, material to be used, design, and substance of advertising material to be contained on the sign. Lessor may withhold its consent for purely aesthetic reasons and if it determines in its sole discretion that said advertising media and/or proposed sign is not in keeping with Lessor's advertising scheme for the center. All costs associated with the purchase and installation of approved signage shall be borne by Lessee.

33. Waste.

Lessee shall not commit waste or permit waste to be committed in or upon the premises, and at the termination of this Lease shall surrender and deliver the premises to Lessor in as good condition as the same were at the time of commencement of the term hereof, normal wear and tear excepted.

34. Captions

The captions of each paragraph and heading hereof are added as a matter of convenience only and shall be considered to be of no effect in the construction of any provision of this Lease.

35. Time of Essence

Time is of the essence of this Lease.

36. Entire Agreement

This Lease and any amendments, attachments and riders to it contain the entire agreement of the parties and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. No failure of the Lessor to exercise any power given the Lessor hereunder, or to insist upon strict compliance by the Lessee of any obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of the Lessor's right to demand exact compliance with the terms hereof. This Lease may be amended by the parties, but any such amendment shall only be effective and enforceable if it is in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the day and year first above written.

<p>WITNESSES:</p> <p>_____</p> <p>(Print Name: _____)</p> <p>_____</p> <p>(Print Name: _____)</p>	<p>SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA</p> <p>By: _____</p> <p>REGINALD C. JAMES As its: Superintendent</p> <p>By: _____</p> <p>JUDGE B. HELMS, JR. As its: Chairman</p>
<p>_____</p> <p>(Print Name: _____)</p> <p>_____</p> <p>(Print Name: _____)</p>	<p>AGAPE ASSEMBLY OF GOD CHURCH</p> <p>By: _____</p> <p>Print Name: _____</p> <p>As its: _____</p>

STATE OF FLORIDA
COUNTY OF GADSDEN

The foregoing Lease Agreement was acknowledged before me this ____ day of _____, 2009, by REGINALD C. JAMES as the Superintendent of the School Board of Gadsden County, Florida, and JUDGE B. HELMS, JR., as the Chairman of the School Board of Gadsden County, Florida, on behalf of the Board, who () are personally known to me; or () have produced his/her Florida driver's licenses as identification.

Notary Public
My commission expires: _____

STATE OF FLORIDA
COUNTY OF GADSDEN

The foregoing Lease Agreement was acknowledged before me this ____ day of _____, 2009, by _____ as the _____ of Agape Assembly of God Church, on behalf of said Church, who () is personally known to me; or () has produced his/her Florida driver's license as identification.

Notary Public
My commission expires: _____

h:\jmc\gsb\agape assembly\lease.doc

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 4a

DATE OF SCHOOL BOARD MEETING: July 14, 2009

TITLE OF AGENDA ITEM: Discussion and Request to Advertise the Board's Intent to Amend School Board Rule 7.51, Payroll Procedures.

DIVISION: Administration

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

PURPOSE AND SUMMARY OF ITEM:

The purpose of this item is to discuss the request to amend School Board Rule 7.51, Payroll Procedures, to obtain tentative approval of the proposed amendment, and to request approval to advertise the Board's intent to amend School Board Rule.

FUND SOURCE: N/A

AMOUNT: N/A

PREPARED BY: Sonja Bridges, Ed.D. *S Bridges*

POSITION: Assistant Superintendent for Academic Services

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 _____

Be sure that the COMPTROLLER has signed the budget page.

This form is to be duplicated on light blue paper.

Reviewed By: *J Butler*

**THE SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA
NOTICE OF INTENT TO AMEND A RULE**

DATE OF THIS NOTICE: July 14, 2009

The School Board of Gadsden County, Florida hereby gives notice of its intent to amend its Gadsden County School Board Rule Numbered 7.51 (Payroll Procedures).

PURPOSE AND EFFECT: The purpose and effect of this rule revision is to establish guidelines for bonus or other legally authorized payments.

RULEMAKING AUTHORITY: Subsection 1000.41, and 1000.43, Florida Statutes

LAWS IMPLEMENTED: 1000.40, 1000.42, and 1000.43, 1003.31 Florida Statutes

SUMMARY OF THE ESTIMATED ECONOMIC IMPACT: NONE

FACTS AND CIRCUMSTANCES JUSTIFYING RULE: It is necessary to amend 7.51 in order to establish guidelines for bonus or other legally authorized payments.

A PUBLIC HEARING WILL BE HELD DURING THE BOARD MEETING SCHEDULED FOR 6:00 P.M. ON: Tuesday, August 25, 2009.

PLACE: Max D. Walker School Administration Building
35 Martin Luther King, Jr., Blvd.
Quincy, Florida 32351

IF A PERSON DESIRES TO APPEAL ANY DECISION MADE BY THE SCHOOL BOARD WITH RESPECT TO ANY MATTER CONSIDERED AT ANY SUCH HEARING, HE/SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE HE/SHE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

NAME OF THE PERSON ORIGINATING THIS RULE: Dr. Sonja Bridges
Assistant Superintendent for Academic Services

NAME OF THE PERSON WHO APPROVED THIS RULE: Reginald C. James
Superintendent of Schools

DATE OF SUCH APPROVAL: July 14, 2009

A COPY OF THE RULE PROPOSED FOR AMENDMENT MAY BE EXAMINED DURING BUSINESS HOURS AT THE MAX D. WALKER SCHOOL ADMINISTRATION BUILDING, 35 MARTIN LUTHER KING, JR. BLVD., QUINCY, FLORIDA 32351.

Reginald C. James, Superintendent of Schools
For Gadsden County, Florida, and Secretary and
Chief Executive Officer of the School Board of
Gadsden County, Florida.

CHAPTER 7.00 - BUSINESS SERVICES

PAYROLL PROCEDURES

7.51

- (1) Payrolls shall be submitted for all School Board employees and shall be properly signed by a designated administrative employee. Such payrolls shall be supported, where applicable, by time records.
- (2) Payroll checks or warrant distribution dates shall be established administratively to ensure that the employees are paid promptly in accordance with Florida Statutes.
- (3) No payment shall be made except to properly authorized and approved personnel.
- (4) Payment shall be based on the duly adopted salary schedule for each position. From time-to-time payments in the form of a bonus or other legally authorized payment may be made. These payments require prior approval by the School Board.
- (5) Full-time and part-time regular, probationary, and temporary employees shall be paid at the regular established pay period.
- (6) Principals shall be responsible for submitting accurate payrolls in accordance with the payroll time schedules and procedures.
- (7) Salary adjustments shall be paid at subsequent payroll periods. A person whose services are terminated shall be paid the full salary balance at the regular pay period following termination. Any exceptions shall be approved by the Superintendent or designee.
- (8) A payroll deduction for an employee beyond those required by Florida Statutes shall have the Superintendent's approval and shall be made only upon the written request of the employee. Such deductions shall not be granted to any group or organization with a membership of less than twenty-five employees. An authorized payroll deduction may be initiated during any fiscal year in which the group or organization deduction authorization and the written request of the employee(s) are in the district office on or before the date established as the final date for the initiation of employee deductions.
- (9) Any employee organization certified by the Florida Public Employees Relations Commission as the official bargaining agent for a group of District employees or other groups designated by law, may be entitled to a payroll deduction for membership dues. The organization may be billed

CHAPTER 7.00 - BUSINESS SERVICES

annually for the cost of deducting and transmitting such dues to the organization.

- (10) No payments shall be made for overtime services without prior approval of the Superintendent or designee.
- (11) There shall be no payroll deductions permitted in violation of section 106.15, Florida Statutes.

STATUTORY AUTHORITY:

1001.41, 1001.42, F. S.

LAWS IMPLEMENTED:

106.15, 1001.43,
1011.60, 1012.22, F.S.

HISTORY:

ADOPTED:
REVISION DATE(S): 09/15/02, 06/02/09
FORMERLY: 6.116