

AGENDA

FINAL BUDGET HEARING

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

September 3, 2013

6:00 P.M.

THIS MEETING IS OPEN TO THE PUBLIC

1. CALL TO ORDER
2. APPROVAL OF MILLAGE LEVY FOR THE 2013 – 2014 FISCAL YEAR

ACTION REQUESTED: The Superintendent recommends approval.

3. APPROVAL OF 2013 – 2014 FINAL BUDGET

Fund Source: All Funds

Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

4. APPROVAL OF 2012 – 2013 SUPERINTENDENT'S ANNUAL FINANCIAL REPORT

Fund Source: All Funds

Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

ITEMS FOR CONSENT

5. BUDGET AND FINANCIAL TRANSACTIONS

- a. Budget Amendment Number Thirty-Six – **SEE PAGE #3**

Fund Source: 110 General Funds

Amount: \$1,913,997.05

ACTION REQUESTED: The Superintendent recommends approval.

6. AGREEMENTS/CONTRACTS

- a. Agreement Between Gadsden County School District and Alternatives Unlimited, Inc. - **SEE PAGE #11**

Fund Source: N/A

Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

ITEMS FOR DISCUSSION

7. AGREEMENTS/CONTRACTS

- a. Charter for Crossroad Academy School of Business – **SEE PAGE #26**

Fund Source: N/A

Amount: N/A

ACTION REQUESTED: The Superintendent does not recommend approval.

- b. Certificates of Participation – Financing for Classroom Addition at Havana Middle School – Resolution in Accordance with Section 1001.453 F.S. **SEE PAGE #56**

Fund Source: Financing for Construction of Havana Middle School
Classroom Addition

Amount: Estimated \$5,000,000.00

ACTION REQUESTED: The Superintendent recommends approval.

8. ITEMS BY THE SUPERINTENDENT

9. SCHOOL BOARD REQUESTS AND CONCERNS

10. ADJOURNMENT

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 5a

DATE OF SCHOOL BOARD MEETING: September 3, 2013

TITLE OF AGENDA ITEMS: Budget Amendment Number Thirty-Six

DIVISION: Finance Department

PURPOSE AND SUMMARY OF ITEMS:

This budget amendment reconciles functions and objects to actual expenditures and revenue.

FUND SOURCE: 110 (General) Fund

AMOUNT: \$ 1,913,997.05

PREPARED BY: Bonnie Wood

POSITION: Assistant Superintendent for Business Services

**Gadsden County School Board
110 (General) Fund Appropriations
Budget Amendment Number
Thirty-Six**

110 FUND			BEGINNING BUDGET 6/30/2013	BUDGET AMENDMENT NUMBER THIRTY-SIX	BUDGET BALANCE 6/30/2013		
FUNCTION/ OBJECT							
K-12 Instructional	5100 100	\$	11,260,737.70	\$	348,427.76	\$	11,609,165.46
	200	\$	2,477,710.05	\$	191,532.80	\$	2,669,242.85
	300	\$	2,526,888.39	\$	112,105.95	\$	2,638,994.34
	400	\$	-	\$	281.84	\$	281.84
	500	\$	940,519.48	\$	(18,754.18)	\$	921,765.30
	600	\$	22,693.79	\$	15,617.81	\$	38,311.60
	700	\$	12,281.85	\$	-	\$	12,281.85
FUNCTOTAL		\$	17,240,831.26	\$	649,211.98	\$	17,890,043.24
Exceptional Instruction	5200 100	\$	2,468,012.39	\$	(32,401.20)	\$	2,435,611.19
	200	\$	527,494.41	\$	63,278.21	\$	590,772.62
	300	\$	491,741.63	\$	(37,881.74)	\$	453,859.89
	500	\$	275.44	\$	-	\$	275.44
	600	\$	-	\$	1,610.00	\$	1,610.00
FUNCTOTAL		\$	3,487,523.87	\$	(5,394.73)	\$	3,482,129.14
Vocational Technical	5300 100	\$	157,548.25	\$	20,901.14	\$	178,449.39
	200	\$	36,538.56	\$	1,437.71	\$	37,976.27
	300	\$	-	\$	-	\$	-
	500	\$	-	\$	-	\$	-
FUNCTOTAL		\$	194,086.81	\$	22,338.85	\$	216,425.66
Adult	5400 100	\$	703,432.00	\$	46,897.65	\$	750,329.65
	200	\$	117,349.52	\$	40,967.18	\$	158,316.70
	300	\$	397.01	\$	210.00	\$	607.01
	400	\$	-	\$	-	\$	-
	500	\$	30,837.49	\$	(23,852.55)	\$	6,984.94
	600	\$	40,529.35	\$	(20,393.36)	\$	20,135.99
	700	\$	1,777.00	\$	2,428.00	\$	4,205.00
FUNCTOTAL		\$	894,322.37	\$	46,256.92	\$	940,579.29
Pre-Kindergarten	5500 100	\$	429,395.42	\$	(23,994.87)	\$	405,400.55
	200	\$	114,336.92	\$	349.31	\$	114,686.23
	300	\$	-	\$	2,218.22	\$	2,218.22
	500	\$	30,682.65	\$	10,939.11	\$	41,621.76
	600	\$	40.95	\$	199.99	\$	240.94
	700	\$	-	\$	-	\$	-
FUNCTOTAL		\$	574,455.94	\$	(10,288.24)	\$	564,167.70

**Gadsden County School Board
110 (General) Fund Appropriations
Budget Amendment Number
Thirty-Six**

5900	100	\$	2,489.75	\$	-	\$	2,489.75
Other	200	\$	333.68	\$	-	\$	333.68
Instruction	300	\$	46,000.00	\$	-	\$	46,000.00
	500	\$	4,923.30	\$	-	\$	4,923.30
FUNCTOTAL		\$	53,746.73	\$	-	\$	53,746.73
6100	100	\$	1,160,919.69	\$	92,547.03	\$	1,253,466.72
Pupil	200	\$	255,969.81	\$	7,678.76	\$	263,648.57
Personnel	300	\$	204,652.08	\$	(42,923.20)	\$	161,728.88
Services	400	\$	-	\$	164.42	\$	164.42
	500	\$	33,878.49	\$	5,154.56	\$	39,033.05
	600	\$	401.25	\$	7,153.90	\$	7,555.15
	700	\$	7,316.00	\$	1,434.00	\$	8,750.00
FUNCTOTAL		\$	1,663,137.32	\$	71,209.47	\$	1,734,346.79
6200	100	\$	447,456.35	\$	(5,554.67)	\$	441,901.68
Instructional	200	\$	106,956.41	\$	-	\$	106,956.41
Media	300	\$	90,443.26	\$	(464.64)	\$	89,978.62
Service	500	\$	6,283.63	\$	-	\$	6,283.63
	600	\$	12,296.88	\$	-	\$	12,296.88
	700	\$	-	\$	-	\$	-
6200 FUNCTOTAL		\$	663,436.53	\$	(6,019.31)	\$	657,417.22
6300	100	\$	846,692.17	\$	(24,720.34)	\$	821,971.83
Instructional	200	\$	171,841.53	\$	(5,205.45)	\$	166,636.08
Curriculum Dev.	300	\$	11,044.06	\$	34,889.33	\$	45,933.39
	400	\$	-	\$	-	\$	-
	500	\$	2,723.12	\$	4,424.11	\$	7,147.23
	600	\$	4,014.64	\$	-	\$	4,014.64
	700	\$	690.33	\$	893.32	\$	1,583.65
FUNCTOTAL		\$	1,037,005.85	\$	10,280.97	\$	1,047,286.82
6400	100	\$	36,290.65	\$	4,899.25	\$	41,189.90
Instructional	200	\$	15,243.81	\$	389.97	\$	15,633.78
Staff Training	300	\$	55,703.62	\$	-	\$	55,703.62
	400	\$	-	\$	-	\$	-
	500	\$	18,389.93	\$	-	\$	18,389.93
	600	\$	-	\$	-	\$	-
	700	\$	6,666.64	\$	-	\$	6,666.64
FUNCTOTAL		\$	132,294.65	\$	5,289.22	\$	137,583.87

**Gadsden County School Board
110 (General) Fund Appropriations
Budget Amendment Number
Thirty-Six**

6500	100	\$	35,244.12	\$	-	\$	35,244.12
Instruction	200	\$	9,146.37	\$	-	\$	9,146.37
Related Tech	300	\$	777.82	\$	644.57	\$	1,422.39
Instruction	500	\$	-	\$	88.99	\$	88.99
FUNCTOTAL		\$	45,168.31	\$	733.56	\$	45,901.87
7100	100	\$	141,721.74	\$	799.04	\$	142,520.78
Board of	200	\$	199,666.09	\$	(102,009.32)	\$	97,656.77
Education	300	\$	135,738.15	\$	44,987.21	\$	180,725.36
	500	\$	3,712.96	\$	7,979.29	\$	11,692.25
	600	\$	4,209.32	\$	-	\$	4,209.32
	700	\$	95,254.72	\$	(40,194.23)	\$	55,060.49
FUNCTOTAL		\$	580,302.98	\$	(88,438.01)	\$	491,864.97
7200	100	\$	247,768.21	\$	18,110.65	\$	265,878.86
Superintendent &	200	\$	121,716.04	\$	2,206.52	\$	123,922.56
Deputy Supt.	300	\$	64,299.20	\$	52,737.36	\$	117,036.56
	500	\$	13,979.03	\$	64.50	\$	14,043.53
	600	\$	3,706.09	\$	-	\$	3,706.09
	700	\$	15,943.98	\$	-	\$	15,943.98
FUNCTOTAL		\$	467,412.55	\$	73,119.03	\$	540,531.58
7300	100	\$	2,653,517.99	\$	79,472.56	\$	2,732,990.55
School	200	\$	574,393.65	\$	1,331.98	\$	575,725.63
Administration	300	\$	8,515.82	\$	50,509.08	\$	59,024.90
Principals	500	\$	22,797.78	\$	-	\$	22,797.78
	600	\$	1,150.00	\$	2,420.85	\$	3,570.85
	700	\$	249.00	\$	-	\$	249.00
FUNCTOTAL		\$	3,260,624.24	\$	133,734.47	\$	3,394,358.71
7400	100	\$	66,189.88	\$	5,386.55	\$	71,576.43
Facilities Acq	200	\$	15,730.36	\$	430.63	\$	16,160.99
& Construction	300	\$	53,969.89	\$	-	\$	53,969.89
FUNCTOTAL		\$	135,890.13	\$	5,817.18	\$	141,707.31
7500	100	\$	313,895.42	\$	19,441.59	\$	333,337.01
Fiscal	200	\$	66,316.69	\$	2,243.43	\$	68,560.12
Services	300	\$	62,742.18	\$	1,939.83	\$	64,682.01
	500	\$	9,386.64	\$	-	\$	9,386.64
	600	\$	-	\$	987.57	\$	987.57
	700	\$	1,484.00	\$	-	\$	1,484.00
FUNCTOTAL		\$	453,824.93	\$	24,612.42	\$	478,437.35

**Gadsden County School Board
110 (General) Fund Appropriations
Budget Amendment Number
Thirty-Six**

7600	100	\$	7,347.95	\$	2,111.16	\$	9,459.11
Food Service	200	\$	562.13	\$	177.60	\$	739.73
	500	\$	-	\$	1,939.83	\$	1,939.83
FUNCTOTAL		\$	7,910.08	\$	4,228.59	\$	12,138.67
7700	100	\$	202,604.81	\$	57,651.13	\$	260,255.94
Central	200	\$	42,679.67	\$	6,739.96	\$	49,419.63
Services	300	\$	76,289.07	\$	28,306.78	\$	104,595.85
	500	\$	13,211.36	\$	417.84	\$	13,629.20
	600	\$	898.00	\$	588.89	\$	1,486.89
	700	\$	4,976.05	\$	2,070.00	\$	7,046.05
FUNCTOTAL		\$	340,658.96	\$	95,774.60	\$	436,433.56
7800	100	\$	1,717,805.46	\$	269,765.92	\$	1,987,571.38
Transportation	200	\$	583,229.95	\$	(13,226.97)	\$	570,002.98
	300	\$	177,706.43	\$	(4,996.56)	\$	172,709.87
	400	\$	579,867.83	\$	11,036.72	\$	590,904.55
	500	\$	234,192.61	\$	11,036.72	\$	245,229.33
	600	\$	-	\$	8,267.84	\$	8,267.84
	700	\$	-	\$	85.75	\$	85.75
FUNCTOTAL		\$	3,292,802.28	\$	281,969.42	\$	3,574,771.70
7900	100	\$	1,184,009.67	\$	71,205.63	\$	1,255,215.30
Operation of	200	\$	369,866.15	\$	2,551.12	\$	372,417.27
Plant	300	\$	1,906,542.60	\$	392,677.43	\$	2,299,220.03
	400	\$	1,905,288.19	\$	(230,613.31)	\$	1,674,674.88
	500	\$	77,096.30	\$	55,335.31	\$	132,431.61
	600	\$	21,900.00	\$	(12,487.68)	\$	9,412.32
	700	\$	1,899.83	\$	-	\$	1,899.83
FUNCTOTAL		\$	5,466,602.74	\$	278,668.50	\$	5,745,271.24
8100	100	\$	547,911.37	\$	30,071.58	\$	577,982.95
Maintenance	200	\$	134,431.58	\$	3,115.23	\$	137,546.81
of Plant	300	\$	668,200.83	\$	(106,469.27)	\$	561,731.56
	400	\$	9,925.59	\$	-	\$	9,925.59
	500	\$	199,330.46	\$	(8,318.95)	\$	191,011.51
	600	\$	23,006.81	\$	32,302.50	\$	55,309.31
	700	\$	2,842.46	\$	-	\$	2,842.46
FUNCTOTAL		\$	1,585,649.10	\$	(49,298.91)	\$	1,536,350.19

**Gadsden County School Board
110 (General) Fund Appropriations
Budget Amendment Number
Thirty-Six**

8200	100	\$	174,414.65	\$	49,640.92	\$	224,055.57
Admin.	200	\$	38,276.77	\$	7,646.10	\$	45,922.87
Technology	300	\$	187,799.68	\$	236,699.36	\$	424,499.04
	400	\$	-	\$	-	\$	-
Services	500	\$	16,779.71	\$	892.87	\$	17,672.58
	600	\$	18,810.61	\$	42,694.88	\$	61,505.49
	700	\$	21,478.80	\$	-	\$	21,478.80
FUNCTOTAL		\$	457,560.22	\$	337,574.13	\$	795,134.35
9100	100	\$	286,941.72	\$	(2,907.77)	\$	284,033.95
Community	200	\$	14,000.00	\$	25,574.71	\$	39,574.71
Services	300	\$	-	\$	9,950.00	\$	9,950.00
	500	\$	-	\$	-	\$	-
	600	\$	-	\$	-	\$	-
	700	\$	-	\$	-	\$	-
FUNCTOTAL		\$	300,941.72	\$	32,616.94	\$	333,558.66
9700	900	\$	-	\$	-	\$	-
Transfer of				\$	-		
Funds				\$	-		
FUNCTOTAL		\$	-	\$	-	\$	-
GRANDTOTAL		\$	42,336,189.57	\$	1,913,997.05	\$	44,250,186.62

Gadsden County School Board
 110 (General) Fund Estimated Revenue
 Budget Amendment Number
 Thirty-Six

110 FUND REVENUE OBJECT	ESTIMATED REVENUE 6-30-13	BUDGET AMENDMENT THIRTY-SIX	ENDING ESTIMATED REVENUE 6-30-13
191	\$ 134,389.00	\$ 2,063.36	\$ 136,452.36
202	\$ 150,000.00	\$ 257,530.37	\$ 407,530.37
280	\$ 383,830.83	\$ 209,023.38	\$ 592,854.21
310	\$ 21,607,616.00	\$ (636,816.00)	\$ 20,970,800.00
315	\$ 817,089.00	\$ -	\$ 817,089.00
317	\$ 4,625.00	\$ -	\$ 4,625.00
318	\$ 272,048.00	\$ (4,918.61)	\$ 267,129.39
323	\$ -	\$ 4,371.30	\$ 4,371.30
341	\$ 223,250.00	\$ -	\$ 223,250.00
342	\$ 8,467.00	\$ (3,645.09)	\$ 4,821.91
343	\$ 17,000.00	\$ 259.60	\$ 17,259.60
344	\$ -	\$ 500.00	\$ 500.00
355	\$ 5,926,750.00	\$ 20,206.00	\$ 5,946,956.00
361	\$ 214,841.00	\$ -	\$ 214,841.00
363	\$ -	\$ -	\$ -
371	\$ 780,649.00	\$ 45,123.27	\$ 825,772.27
390	\$ 24,226.70	\$ 73,259.82	\$ 97,486.52
399	\$ 5,000.00	\$ -	\$ 5,000.00
411	\$ 8,303,557.62	\$ 528,674.46	\$ 8,832,232.08
421	\$ -	\$ 76,485.49	\$ 76,485.49
425	\$ 1,000.00	\$ 4,844.25	\$ 5,844.25
430	\$ 10,000.00	\$ (23,226.75)	\$ (13,226.75)
440	\$ 10,000.00	\$ 24,658.96	\$ 34,658.96
462	\$ 45,000.00	\$ -	\$ 45,000.00
467	\$ 5,000.00	\$ -	\$ 5,000.00
473	\$ -	\$ -	\$ -
490	\$ 300,000.00	\$ 550,556.47	\$ 850,556.47
491	\$ -	\$ 66,775.43	\$ 66,775.43
492	\$ -	\$ 12,603.60	\$ 12,603.60
493	\$ -	\$ 3,062.70	\$ 3,062.70

Gadsden County School Board
 110 (General) Fund Estimated Revenue
 Budget Amendment Number
 Thirty-Six

494	\$	-	\$	279,156.44	\$	279,156.44
495	\$	900,000.00	\$	(900,000.00)	\$	-
497	\$	-	\$	10,655.75	\$	10,655.75
			\$	115.19	\$	115.19
630			\$	1,312,677.66	\$	1,312,677.66
GRAND TOTAL	\$	40,144,339.15	\$	1,913,997.05	\$	42,058,336.20

SUMMARY SHEET



RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 6a

DATE OF SCHOOL BOARD MEETING: September 3, 2013

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

DIVISION:

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

PURPOSE AND SUMMARY OF ITEM:

To review, discuss, and approve the Agreement between Gadsden County School District and Alternatives Unlimited, Inc.

FUND SOURCE: N/A

AMOUNT: N/A

PREPARED BY: Rosalyn W. Smith

POSITION: Deputy Superintendent

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: _____

**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 1406 California Street, Houston, Texas 77006 (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:

1. 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 for two (2) years until June 30, 2015, unless terminated or otherwise amended as outlined in the contract. 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.

2. PROGRAM DESCRIPTION

2.01. 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.

2.02. DBI will not accept any student unless the student has been un-enrolled either voluntarily or involuntarily from the District for at least ninety (90) days. DBI shall take all

necessary steps to verify that any student requesting admission into its program has met the ninety (90) day requirement.

2.03. DBI shall follow the Gadsden County School District calendar unless the District's Superintendent or 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.

2.04. 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.

2.05. 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.

2.06. 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 the Gadsden County School District Code of Student Conduct and at the time of intake shall secure student and parent/guardian signatures to 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-Code of Conduct books for each student enrolled in the program.

3. FACILITIES

3.01. 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.

3.02. AU will comply with the standard requirements as specified for the programmed use, as determined in the Florida Building Code, 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.

4. ADMINISTRATIVE AND INSTRUCTIONAL STAFF

4.01. 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.

4.02. 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.

4.03. 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.

4.04. 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.

4.05. 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.

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

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

5. STUDENT EVALUATION

5.05. 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 coursed 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.

5.06. 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.

5.07. 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.

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

5.09. 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.

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

6. 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, 2013. AU shall be responsible for any lost/damaged textbooks.

7. ATTENDANCE AND MEMBERSHIP

7.01. AU agrees to comply with the District attendance policy as described in the Code of Student Conduct. 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.

7.02. AU's full-time equivalent membership shall be counted during the official FTE/FEFP survey weeks in October and February. A student is in membership when he/she is officially assigned (not withdrawn) to a course or program by the District. To be reported for funding, each student must be enrolled and scheduled appropriately in the state automated data system.

7.03. All course identification must be accurate such as state approved course number, section number, period number, days per week and class minutes.

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

8. STUDENT RECORDS

8.01. 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.

8.02. 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.

8.03. To the extent that AU or District will come into possession of student records and information, and to the extent that AU or District will be involved in the survey, analysis, or evaluation of students, incidental to this Agreement, both parties agree to comply with all requirements of the Family Educational Rights and Privacy Act and 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.

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

9. TRANSPORTATION

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

10. MEDIA

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

11. DISTRICT PARTICIPATION

11.01. 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.

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

11.03. District/AU record requirements are to include demographic data, test scores, discipline records, attendance, lesson planning, grade reporting and recording, and other appropriate or required information.

11.04. 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.

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

12. COMPENSATION

12.01. 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 funds generated by DBI students while District shall retain ten percent (10%) of all funds generated by DBI students, with textbooks being provided to AU. Payment to AU will be based upon the number of students enrolled and reported by AU as of the FTE survey week(s). AU will be responsible for refunding to the District any revenue lost as a result of errors identified in FTE or program audits.

12.02. In the first semester payment to AU is due by December 1, 2013. In the second semester payment is due by April 1, 2014.

12.03 AU will only be compensated for the first 99 students enrolled in either FTE/FEFP enrollment window. AU will not be compensated for any students enrolled beyond the cap of 99 students.

13. REPORTS AND EVALUATIONS

13.01. AU shall submit to District within thirty (30) days after the execution of this Agreement the most recent financial statement of its assets and liabilities. District will accept an unaudited version. AU understands and agrees that such statement accompanying this Agreement may

be public document and Authorized Version and authorizes Gadsden County School District to release the statement as part of this Agreement.

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

13.03. 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.

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

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

13.06. 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.

14. DISPUTES

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

14.02. 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.

15. 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 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.

16. 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.

17. 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.

18. 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.

19. 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 constructed to be a waiver of such breach.

20. 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.

22. PROPRIETARY INFORMATION

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

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

1. is within the public domain through no fault or breach of District, its employees or agents;
2. is lawfully obtainable from other sources;
3. District is required disclose pursuant to the order of a court or tribunal of competent

jurisdiction or the lawful requirements of a governmental agency, or as otherwise required by law; or

4. is made available to students or parents and guardians participating in the program.

23. TERMINATION

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

1. By written mutual agreement of the parties hereto, which agreement shall state the effective termination date and any other terms and conditions of said termination.
2. By either party, hereto, with 30 days notice, upon a breach of the terms of this Agreement, after first giving the other party written notice of the breach and opportunity to cure.

24. 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: Alternatives Unlimited, Inc.
Attn: Mr. Mychael Willon, CAO
1406 California Street
Houston, Texas 77006

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.

25. 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.

26. SECTION HEADINGS

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

27. 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.

28. NO THIRD PARTY BENEFICIARIES

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

29. COMPLETE UNDERSTANDING

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

30. 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 requires by this Agreement at AU's sole cost and expense.

31. 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.

32. AUTHORITY

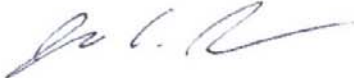
Each person signing this Agreement on behalf of each party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the _____ day of _____, 2013.

GADSDEN COUNTY SCHOOL DISTRICT

ALTERNATIVES UNLIMITED, INC.

By: _____

By: 

Chief Operating Officer

ATTEST:

By: _____

REGINALD C. JAMES, SUPERINTENDENT
Reginald C. James, Superintendent

**ADDENDUM TO
AGREEMENT BETWEEN
GADSDEN COUNTY SCHOOL DISTRICT
AND ALTERNATIVES UNLIMITED, INC.**

This Addendum is made this _____ day of August, 2013, and modifies and amends the *2013 – 2014 Agreement Between Orange County School District and Alternatives Unlimited, Inc.* (hereinafter, the “Agreement, by and between **Gadsden County School District** (hereinafter, “District”) and **Alternatives Unlimited, Inc.** (hereinafter, “AU”).

To the extent that this Addendum conflicts with the above referenced Agreement, the terms of this Addendum supersede and control. Said Agreement is amended as follows:

17. 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, to any entity other than Catapult Learning, LLC, without the prior written consent of the other party.

All other provisions of the Agreement shall remain in full force and effect.

ORANGE COUNTY PUBLIC SCHOOLS

Name (signed) Print Name _____ Date

Title

ALTERNATIVES UNLIMITED, INC.

Name (signed) Print Name _____ Date

Title

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7a

DATE OF SCHOOL BOARD MEETING: September 3, 2013

TITLE OF AGENDA ITEM: Charter for Crossroad Academy School of Business

DIVISION:

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

PURPOSE AND SUMMARY OF ITEM:

Review of the Charter School Agreement between Crossroad Academy Charter School of Business and the Gadsden School District, which is extended for fifteen years (15) commencing July 2006 and ending June 30, 2021, is submitted for discussion and approval. Major changes of the Charter are indicated with strike-outs and color coding.

Specific changes are in:

- A. School Mission (page 2);
- F. Admissions (page 5);
- I. Financial and Administrative Management (page 7);
- J. Term (page 8);
- K. Facilities and Location (page 10);
- L. Human Resources (page 11);
- C. Transportation (page 19);
- D. Food Service (page 20); and
- 13. (Page 28-29)

FUND SOURCE: N/A

AMOUNT: N/A

PREPARED BY: Rosalyn W. Smith

POSITION: Deputy Superintendent

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: _____

SCHOOL BOARD OF GADSDEN COUNTY

CHARTER FOR CROSSROAD ACADEMY CHARTER SCHOOL OF BUSINESS

This agreement is between the School Board of Gadsden County, Florida herein referred to as the "Sponsor", and Community and Economic Development Organization of Gadsden County, Inc., a nonprofit organization, organized under the Laws of the State of Florida on behalf of The Crossroad Academy Charter School of Business, herein referred to as the "School". It is the intent of the parties that this contractual agreement shall constitute the School's Charter.

SCHOOL AUTHORIZATION

Pursuant to FS 1002.33(1) "charter schools shall be part of the state's program of public education. All charter schools in Florida are public schools." Therefore, Crossroad Academy shall be guided by the principles stated in 1002.33(2).

I CHARTER

A. School Mission

The mission of the Crossroad Academy Charter School of Business is to provide an, alternative educational system of choice to assist Gadsden County students in preparing academically, socially and culturally to be responsible participants in our society. The School is dedicated to providing a well-balanced academically challenging program with emphasis on **Business and Industry** reading, critical thinking character, and community service. CACS will provide an environment that is conducive to learning, a

staff that is sensitive to the needs of students and a program that promotes innovative and creative ideas. The parties agree that the community of students to be served by this Charter is defined as follows:

Participation is open to student ages 4- 18 and in grades PK-12, in the Gadsden County school district and having an interest in business and its related industry.

B. Curriculum

The **focus** of the Crossroad Academy Charter School of Business curriculum is reading and math emphasizing the basis of business and related industry. The curriculum will consist of an inter-disciplinary approach in which subject matters are linked together though specifically designed projects and programs. It will incorporate such subject areas as banking, finance, money, and credit management and will cover the basic subject areas of: Reading, **Writing**, **Math**, **Language Arts**, **Science**, **Social Studies**, and **Physical Education**. Other electives which may be offered are courses in, Art, Music, Health, Critical Thinking Skills, Test Taking Strategies, and specific Business & Technology. All skills will be aligned and consistent with the Common Core Standards and the instructional strategies for reading will be grounded in scientifically based research. Additionally, the curriculum will be: **Challenging**-actively engaging each student in learning skills rather than just covering materials; **Integrative**-helping students convert school experiences into practical uses in their daily lives; **Exploratory**-enabling students to discover their abilities, interests and ways they can make contributions to the world of business and the society as a whole.

Instructional methods will include but not be limited to: whole class instruction, small group instruction, student centered instruction, project based learning, thematic units, simulations, and technology assisted learning. Computers and internet access is available to students along with other technology used to improve the educational performance of students. The technologies shall comply with legal and professional standards. Classroom instruction is provided in large groups, small groups, and through individualized instruction. Instruction will not be limited to the traditional classroom setting, but will be limited only by the creativity of the teachers and staff.

The faculty of the Crossroad Academy will integrate **technology** and instruction so that students can take advantage of the many ways technology can be used to help them learn, and reach out to experience (and perhaps positively change) the larger society of which they are citizens.

C. Baseline Standard of Student Achievement

The Florida Comprehensive Assessment Test (FCAT) shall serve as incoming baseline standards of student academic achievement for student enrolling at Crossroad Academy. Students enrolling from another state may submit comparable data in substitution. All students are expected to achieve one year's growth as deemed by the FDOE. Crossroad Academy shall compare its progress to that of the Gadsden County School District Annually. The Crossroad Academy staff views assessment as the

process of measuring a student's progress toward a goal. Each student's academic education plan serves as the foundation from which to measure student outcomes. Outcomes will be congruent with the Sunshine State Standards that identify what Florida public school students should know and are able to do. At the end of each evaluation period, students will receive a written report from the faculty, which will include specific information on the student's progress toward the learning goals in his/her academic educational plan. The report will be based on the child's work, oral presentation, documented observation by the faculty, testing and project assignments.

D. Student Strengths and Needs

Crossroad Academy shall participate in the statewide assessment program created under FS 1008.22. The method to identify student strengths and needs of students and how well the educational goals and performance standards are met by the students attending Crossroad Academy shall be analyzed annually in the school's improvement plan and/or annual goals and objectives as a result of student performance.

E. Disputes

All disagreements relating to or arising out of this Charter, which the parties are unable to resolve informally, shall be resolved in accordance with Section 1002.33(6)(h), Florida Statutes

F. Admissions

The School will admit students without regard to race, color, national origin, religion, disability, (ESOL) or gender as describe in section 1002.33 (10) "Eligible Students." CACS has an open and equitable admission policy whereby admission is completed on a first-come first-serve basis. In accordance with section 1002.331 (2) (a) and (b) CACS may have an ~~maximum~~ enrollment of up 376.05 beginning the 2013-2014 school year. ~~students serving~~ The school will serve the PK-12 population, with expanding enrollment once per school year (15%), up to the capacity of the facility in accordance with HB 7009-Revisions to 1002.331. Admission procedures for the School consist of the following steps:

(1) The student applications and test are reviewed to identify those who meet the eligibility criteria.

(2) Parent(s) and student(s) will then be notified of the selection and are scheduled for a meeting with the School's staff.

(3) A conference occurs between the staff, the parent(s) and the prospective student(s) to determine final placement. Parent(s) and student(s) must agree to participate in the program and sign a contract stating their willingness to abide by the Crossroad Academy Guidelines. (The student(s) will be placed in the program only after parent(s) and child have agreed in writing.)

(4) A contract is then executed which outlines rules, guidelines and responsibilities of all parties. Failure by parent(s) to live up to the contract may result in their child's dismissal.

(5) All enrollments of the School are on a voluntary basis and must have parental approval.

(6) Enrollment is subject to compliance with the provisions of Sections 1003.22 & 32.032, Florida Statutes, concerning school entry health examinations and immunizations.

G. Ethnic Balance

The School will continue to work toward maintaining a student population ratio that is at least representative to that of the district.

H. Discipline

(1) The School agrees to maintain a safe learning environment at all times. In order to provide criteria for addressing discipline issues that will ensure the health, safety and welfare of all students attending the school, the School will adopt and follow a code of student conduct. (See Appendix D)

The School and the sponsor may agree to a reasonable exception to the discipline, however, any failure to agree to such an exception shall not be considered.

(2) Dismissal of students shall be as described in Appendix D.

I. Financial and Administrative Management

The parent company, CEDO has 25 years of administrative and financial management experience including utilization of an independent auditing firm. The day to day operation

of the school affairs is performed by employees within the parent company organization with ultimate oversight by the Board of Directors..

Additionally, the school and Sponsor agree to the following administrative and financial issues:

(1) The Sponsor shall withhold ~~52~~% from public revenues as identified in Section 1002.33 (20)(a), Florida Statutes, for administrative costs.

(2) The School will utilize the standard state codification of accounts as contained in the Financial and Program Cost Accounting and Reporting for Florida Schools, as a means of codifying all transactions pertaining to its operations. Federal, state and local funds shall be maintained according to existing mandates and practices, i.e., separate funds and bank accounts for federal and state/local.

(3) The School shall provide a ~~monthly~~ ~~quarterly~~ financial statements to the sponsor, which shall include a balance sheet and a statement of revenues and expenditures and changes in fund balances prepared in accordance with the form prescribed by the Financial and Program Cost Accounting and Reporting for Florida Schools (the Red Book) and in a format to include in detail, by function and object, all revenue and expenditure activities relating to its operations, and file the appropriate reports with the respective state and federal agencies. The School shall provide the Sponsor with an audited annual financial report for the fiscal year ending June 30, which shall include a complete set of financial statements and notes thereto prepared in accordance with the form prescribed by the Red Book for including into the Sponsor's financial statements annually, formatted by revenue source and expenditures, detailed by

function and object **no later than August 15 of each year**. The financial audit shall be performed by a qualified Certified Public Accountant. The audit shall be performed in accordance with Generally Accepted Auditing Standards; Government Auditing Standards, issued by the Comptroller General of the United States; and the Rules of the Auditor General, State of Florida. Funding for any subsequent year or Charter extension, if approved by the School Board, shall be contingent upon the receipt and subsequent review of the audit by the sponsor and/or its representatives. The Sponsor reserves the right to perform additional audits at no cost to the School as part of the Sponsor's financial monitoring responsibilities as it deems necessary. The Sponsor will notify the School of this procedure in a timely manner.

J. Term

(1) In accordance with section 1002.331(2)(e), This Charter shall become effective July 1, 2006, and shall cover **fifteen (15)** years (commencing on July 1, 2006) ending on June 30, 2021. The charter must be consistent with section 1002.33(7)(a)19 and (10)(h) and (i) and is subject to annual review by the sponsor.

(2) Pursuant to Section 1002.33(7)(b), Florida Statutes, this Charter may be renewed for fifteen (15) school years provided that a program review demonstrates exemplary academic progress and fiscal management and that it has met the requirements of 1002.33(7)(a) and that none of the criteria in 1002.33(8)(a) has been documented.

(3) This Charter remains subject to annual renewal and may be terminated during the term of the Charter. This Charter may also be modified during its term by mutual agreement of the parties and such modifications shall be agreed to in writing and executed by both parties.

(4) At the end of the term of the Charter, the Sponsor may choose not to renew the Charter for any of the following grounds:

(a) Failure to participate in the State's accountability system created in Section 1008.31 or failure to meet the requirements for student performance as set out in this Charter.

(b) Failure to meet generally accepted standards of fiscal management.

(c) Violation of law.

(d) Other good cause shown.

(5) During the term of the Charter, the Sponsor may terminate the Charter for any of the grounds listed above in (4)(a - d).

(6) This Charter may be terminated immediately if the Sponsor determines that there is good cause or if the health, safety, or welfare of the students is threatened. The Sponsor shall assume the operation of the School under these circumstances. The School agrees to submit all school records without delay in the event the Charter is terminated pursuant to this paragraph.

(7) At least 90 days prior to renewing or terminating the Charter, the Sponsor shall notify the governing body of the school of the proposed action in writing. The notice shall state in reasonable detail the grounds for the proposed action and stipulate that the

School's governing body may, within 14 days of receiving the notice, request an informal hearing before the Sponsor. The Sponsor shall conduct the informal hearing within 30 days of receiving a written request. The School's governing body may, within 14 days after receiving the Sponsor's decision to terminate or refuse to renew the Charter, appeal the decision to the State Board of Education pursuant to the procedure established in Section 1002.33(8)(c) and (d), Florida Statutes. The School agrees to submit all school records without delay upon of the expiration of the Charter.

K. Facilities and Location

The facility used to house Crossroad Academy Charter School of Business is located at ~~635~~ 470 Strong Road. The school is requesting a ~~40~~ 15 renewal to facilitate a longer term for financing the construction of a new a larger facility. The parties agree to adhere to section 1002.33 (18), Facilities.

L. Human Resources

(1) Employment

Employment shall be guided by 1002.33 (12)

(a) The parties to this Charter agree that the School shall select its own employees.

(b) The School agrees that its employment practices shall be nonsectarian.

(c) The Teachers employed by or under contract to the School shall be certified as required by chapter 1012, Florida Statutes. The School may employ or contract with skilled selected non-certified personnel to provide instructional services or to assist

instructional staff members as paraprofessionals in the same manner as defined in chapter 1012, Florida Statutes.

(d) It is further agreed that the School may not employ an individual to provide instructional services or to serve as a paraprofessional if the individual's certification or licensure as an educator is suspended or revoked by this or any other state.

(e) The School agrees to disclose to the parents the qualifications of its teachers.

(f) The School agrees to implement the practices and procedures for hiring and dismissal; policies governing salaries, contracts, and benefit packages; and targeted staff size, staffing plan, and projected student-teacher ratio as described in Appendix B.

(g) The School agrees to require all employees to comply with the fingerprinting requirements of section 1012.32, Florida Statutes.

(h) The School shall not violate the anti-discrimination provisions of Section 1000.05, Florida Statutes, and the Florida Education Equity Act.

(i) The School agrees to comply with all state and federal laws prohibiting discrimination.

(2). *Collective Bargaining [If employees choose to do so]*

(a) The School employees have the option to bargain collectively as a separate unit or as part of the existing district collective bargaining units.

(b) The School, as a public employer, may participate in the Florida Retirement System upon application and approval as a "covered group" under Section 121.021(34),

Florida Statutes. If the School participates in the Florida Retirement System, the School employees shall be compulsory members of FRS.

3. Private Employees

Teachers may choose to be part of a professional group that subcontracts with the School to operate the instructional program under the auspices of a partnership or cooperative that they collectively own. Under this arrangement, the teachers would not be public employees.

M. Governance Structure

(1) The incorporating organization of the School is the Community and Economic Development Organization of Gadsden County, Inc. (CEDO). CEDO, a non-profit 501(c) 3, Community Development Corporation, was incorporated in April 1981 under the laws of the State of Florida. This governing board also serves as the School's Advisory Council members.

(2) The corporation is a membership organization, and its activities and affairs are managed by a Board of Directors with a maximum of 25 members. Membership on the Board, term of office and voting privileges are controlled by the corporate by-laws.

(3) The School governing board, which is the Board of Directors of CEDO will define and refine policies regarding educational philosophy, and oversee assessment and accountability to ensure that the School's student performance standards are met or exceeded.

(4) The teachers support and contractual staff will be directly supervised by an

administrator who will be in charge of the school's routine operations. The Executive Director is appointed by, and reports directly to, the Board of Directors. All school staff shall work directly under the administrator who reports to the Executive Director.

(5) The Executive Director, in consultation with School staff, will be responsible for the over-all management of the school, to include creating/adjusting the curriculum and developing an annual budget. Other duties of the Executive Director will include:

- selecting the school's administrator(s)

- ratifying staffing recommendations

- reviewing and approving the budget

- overseeing the implementation of the board's policies, guidelines, the curriculum, and contractual agreements

- ratifying and monitoring any changes in the contractual agreements

- acting as a liaison with the community at large, and assisting with fundraising.

(6) No members of CEDO's Board of Directors will receive financial benefit from the School's operations.

(7) The School will comply with Chapter 119, Florida Statutes, relating to public records. . Furthermore, Board meetings shall be open to the public as per Section 286.011, Florida Statutes.

II. OTHER REQUIREMENTS

A. Annual Accountability Reporting

- (1) The School shall prepare progress reports to the Sponsor, as described in 1002.33(9)(k).

B. Length of School Year

- (1) The School shall provide instruction for at least 180 days for each school year.

C. Participation in Interscholastic Extracurricular Activities.

Parties agree that individual students of Crossroad Academy Charter School are eligible to participate in an interscholastic extracurricular activity at the public school to which the student would be otherwise assigned to attend pursuant to s.1006.15(3)(d).

D. Exemption

Crossroad Academy Charter School shall be exempt from and/or comply with statues as outlined in accordance with 1002.33(16).

III. FUNDING

The parties agree to comply with 1002.33(17)(a-d) stating that students enrolled in charter schools, shall be funded as if they are in a basic or special program, the same as students enrolled in other public schools in the school district.

The parties agree that Crossroad Academy Charter School will remain eligible for capital outlay funds pursuant to s. 1013.62.

A. Revenue Via FTE

- (1) The Sponsor agrees to fund the School in accordance with the legislative guidelines. The basis of the funding shall be the sum of the Sponsor's operating funds

from the Florida Education Finance Program (FEFP) as provided in Section 1011.62, Florida Statutes, and the General Appropriations Act, including gross state and local funds, discretionary lottery funds, and funds from the Sponsor's district current operating discretionary mileage levy; divided by the total funded weighted full-time equivalent students (WFTE) in the Sponsor's district; multiplied by the WFTE of the School. The School agrees that it will submit in a timely manner the information required in Section 1011.62 and 1011.61, Florida Statutes. The School will submit its projected FTE to Sponsor no later than November 15th.

(2) If the School's students or programs meet the eligibility criteria in law, the School shall be entitled to their proportionate share of categorical program funds included in the total funds available in the FEFP by the Legislature, including transportation.

(3) Total funding for the School shall be recalculated during the year to reflect the revised calculations under the FEFP by the State and the **actual** WFTE students reported by the School during the FTE survey periods.

Additionally, funding for the School shall be adjusted during the year as follows:

(a) In the event of a state holdback or a proration, which reduces district funding, the School's funding will be reduced proportionately.

(b) In the event that the district exceeds the state cap for WFTE for Group 2 programs established by the Legislature, resulting in unfunded WFTE for the district, then the Sponsor will review the School's funding to determine the required reduction, if any, that will be made. Payment shall be adjusted both after the October and

February FTE surveys to reflect funding for the actual number of WFTE's reported and accepted by the Department of Education.

(4) In any program or services provided by the Sponsor which are funded by federal funds and for which federal dollars follow the eligible student, the Sponsor agrees, upon adequate documentation from the School, to provide the School with the federal funds received by the Sponsor's district if the same level of service is provided by the School, provided that federal law or regulation does not prohibit this transfer of funds. Any eligible student enrolled in the School shall be provided Federal funds for the same level of service provided other eligible students in the schools operated by the Sponsor, including Title I funding.

(5) The School shall not levy taxes or issue bonds secured by tax revenue.

(6) If the School Charter is not renewed or is terminated, any state or federal unencumbered funds disbursed by the Sponsor to the School shall revert to the Sponsor. In that event, all School property and improvements, furnishings, and equipment purchased with state or federal funds shall revert automatically to full ownership by the Sponsor. If the School's accounting records fail to clearly establish whether a particular asset was purchased with state or federal funds or non-public funds, ownership of the asset will revert to the Sponsor.

B. Title I

Title I funds allocated to the School must be used to supplement the reading/writing and mathematics services, and parental involvement for eligible students participating in the Title I Program. If the School accepts Title I funds, at least one percent of the School's

budget must be spent in support of parental involvement activities. Title I students will be identified utilizing the Economic Survey conducted annually during the prior fiscal year. The per pupil allocation of Title I funds will correlate with the per pupil allocation of other district schools. The School shall submit Title I reimbursement requests to the Sponsor on a monthly basis.

Any equipment item purchased with Title I funds costing \$500 or more which is classified as Capitalized Audio Visual or Equipment remains the property of Title I. This property must be identified and labeled for Title I property audits.

The district and region Title I staff will provide technical assistance and support in order to ensure that Title I guidelines are being followed at the School and that students are meeting high content and performance standards.

C. Fund Disbursement.

Payment shall be made to the School no later than five (5) working days after the second monthly transfer from DOE. Until the October count is official, payments will be based on the previous year's FTE. An adjustment will be made twice a year based on the October and February FTE Surveys.

D. Reporting Of Students -- FTE Generation

If the School submits data relevant to FTE funding that is later determined through the audit procedure to be inaccurate, the School shall be responsible for any reimbursement to the State for any errors or omissions that the School is responsible for.

IV GENERAL PROVISIONS.

A. The Sponsor's Duties

The sponsor agrees to provide services as describe in 1002.33(20) and shall perform duties at describe in 1002.33(5)(b)(1)(a-j).

B. The School's Duties

(1) School will adhere to charter school requirements according to 1002.33(9).

(2) The School will adopt the Sponsor's Pupil Progression Plan (PPP) for applicable grades served.

(3) The School will input all required data into the Sponsor's Information Technology Services system in accordance with sponsor's guidelines.

(4) The School agrees to allow the Sponsor reasonable access to review data sources, including collection and recording procedures upon request.

(5) The parties agree that the Sponsor will utilize results from the state and district required assessment programs to provide to the State Board of Education an analysis and comparison of the overall performance of the School students.

(6) The School agrees to use the records and grades procedures that are consistent with the Sponsor's current records and grades procedure.

(7) The School will maintain both active and archival records for current/former students in accordance with Florida Statutes.

(8) All permanent (Category A) records of students leaving the School, whether by promotion, transfer to the public school system, or inter-district or intra-district withdrawal to attend another school, will be transferred to the Sponsor in accordance with Florida Statutes.

(9) Records of student progress (Category B) will be transferred to the appropriate school if a student withdraws to return to the regular Gadsden County Public School System or to another school system.

(10) Exceptional students shall be provided with programs implemented in accordance with Federal, state, and local policies and procedures. Specifically, the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973, Sections 1003.01(3) and 1003.57, Florida Statutes, Section 1002.33, Florida Statutes, and Chapter 6A-6 of the Florida Administrative Code.

(11) Students at the School who are limited English proficient will be served by English for Speakers of Other Languages-endorsed/certified personnel. The School will meet the requirements of the LULAC, et al. vs. State Board of Education Consent Decree.

C. Transportation

It is the responsibility of CACS to provide for transportation of the School's students consistent with the requirements of Sections 1006.21-24, Florida Statutes. **After the 2013-2014 school year, the sponsor will no longer provide contractual transportation services to CACS.**

D. Food Service

Through a separate contractual agreement, the Sponsor shall provide the School with breakfast and lunch for its students. See Appendix B. The Sponsor will be responsible for the processing of applications for free and reduced meals. The Sponsor will make all necessary reporting, filings and reimbursement requests from the appropriate

state and federal agencies as a means of reimbursing the Sponsor. Moreover, proceeds for reduced and paid meals collected by the School shall be remitted to the Sponsor to offset cost of providing the meal service. **After the 2013-2014 school year, the sponsor will no longer provide the services set out in this section. It will be the sole responsibility of CACS to provide food service.**

E. Insurance

(1) The School agrees to secure insurance coverage for its own buildings and contents.

(2) The School further agrees to secure and maintain personal property insurance if the School is leasing personal property from the Sponsor.

(3) The School agrees to provide insurance as follows:

(a) **COMMERCIAL GENERAL LIABILITY INSURANCE**

Except as otherwise provided, the Commercial General Liability Insurance provided by the School shall conform to the requirements hereinafter set forth:

(1) The School's insurance shall cover the School for those sources of liability (including, but not by way of limitation, coverage for operations, Products/Completed Operations, independent contractors, and liability contractually assumed) which would be covered by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office.

(2) The minimum limits to be maintained by the School (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1 million per occurrence/\$3 million annual aggregate.

(3) Except with respect to coverage for Property Damage Liability, the Commercial General Liability coverage shall apply on a first dollar basis without application of any deductible or self-insured retention. The coverage for Property Damage Liability may be subject to a maximum deductible of \$1,000 per occurrence.

(4) The School shall include the Sponsor and its members, officers and employees as "Additional Insured" on the required Commercial General Liability Insurance as to property owned by or that will revert to Sponsor and as to members, officers, and employees employed by or performing services for the school. The coverage afforded such Additional Insured shall be no more restrictive than that which would be afforded by adding the Board as Additional Insured using the latest Additional insured - Owners, Lessees or Contractors (Form B) Endorsement (ISO Form CG 20 10). The certificate of insurance shall be clearly marked to reflect "The Sponsor, its members, officers, employees and agents as additional insured".

(b) AUTOMOBILE LIABILITY INSURANCE

The Automobile Liability Insurance provided by the School shall conform to the following requirements:

(1) The School's insurance shall cover the School for those sources of liability which would be covered by Section II of the latest occurrence edition of the standard Business Auto Policy (ISO Form CA 00 01), including coverage for liability

contractually assumed, as filed for use in the State of Florida by the Insurance Services Office.

(2) Coverage shall be included on all owned, non-owned and hired autos used in connection with this Charter.

(3) The minimum limits to be maintained by the School (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1 million per occurrence, and if subject to an annual aggregate, \$3 million annual aggregate.

(c) WORKERS' COMPENSATION/EMPLOYERS' LIABILITY

The Workers' Compensation/Employers' Liability Insurance provided by the School shall be as required by Florida law.

(d) APPLICABLE TO ALL COVERAGES

The School shall provide evidence of such insurance in the following manner:

(1) As evidence of compliance with the insurance required by this agreement, the School shall furnish the Sponsor with fully completed certificate(s) of insurance signed by an authorized representative of the insurer(s) providing the coverages before the initial opening day of classes.

(2) The evidence of insurance shall provide that the Sponsor be given no less than sixty- (60) days written notice prior to cancellation.

(3) Until such time as the insurance is no longer required to be maintained by the School, the School shall provide the Sponsor with evidence of the renewal or replacement of the insurance no less than thirty (30) days before the expiration or termination of the required insurance for which evidence was provided.

Insurers providing the insurance required by the School by this agreement must meet the following minimum requirements:

(a) Be (I) authorized by subsisting certificates of authority by the Department of Insurance of the State of Florida, or (II) an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have a Best's Rating of "A-" or better and a Financial Size Category of "VI" or better, according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company;

(b) If; during this period when an insurer is providing the insurance as required by this agreement, an insurer shall fail to comply with the foregoing minimum requirements, as soon as the School has knowledge of any such failure, the School shall immediately notify the Sponsor and immediately replace the insurance provided by the insurer with an insurer meeting the requirements.

Without limiting any of the other obligations or liabilities of the School, the School shall at the School's sole expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth in this Charter. Except as otherwise specified in this Charter, the insurance shall commence prior to the commencement of the opening of the School and shall be maintained in force, without interruption, until this Charter is terminated.

The insurance provided by the School shall apply on a primary basis and any other insurance or self-insurance maintained by its Board of Directors or its members, officers, employees or agents, shall be in excess of the insurance provided by or on behalf of the School.

Except as otherwise specified, the insurance maintained by the School shall apply on a first dollar basis without application of a deductible or self-insurance retention.

Compliance with the insurance requirements of this Charter shall not limit the liability of the School its subcontractors, its sub-subcontractors, its employees or its agents to the Board or others. Any remedy provided to the Board or its members, officers, employees or agents by the insurance shall be in addition to and not in lieu of any other remedy available under this Charter or otherwise.

The School shall require its subcontractors and its sub-subcontractors to maintain any and all insurance required by law. Except to the extent required by law, this Charter does not establish minimum insurance requirements for subcontractors or sub-subcontractors.

Neither approval by the Sponsor nor failure to disapprove the insurance furnished by the School shall relieve the School of the School's full responsibility to provide the insurance as required by this Charter.

The School shall be in default of this Charter for failure to maintain such insurance as required by this Charter.

(e) INDEMNIFICATION

(1) The School, to the extent immunity may be waived pursuant to Section 768.28, Florida Statutes, agrees to indemnify, defend with competent counsel selected by the School with Sponsors reasonable approval and agrees to hold the Sponsor, its members, officers, employees, and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's

fees, arising out of, connected with or resulting from: (a) the negligence, intentional wrongful act, misconduct or culpability of the School's employees or other agents in connection with and arising out of their services within the scope of this agreement; (b) the School's material breach of this agreement or state or federal law; (c) any failure by the School to pay its suppliers or any subcontractors. However, the School shall not be obligated to indemnify the Sponsor, against claims, damages, expenses or liabilities to the extent these may result from the negligence of the Sponsor, its directors, officers, employees, subcontractors, or others acting on its behalf. The School shall indemnify, defend and protect and hold the Sponsor, harmless against all claims and actions brought against The Sponsor by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the School. If the School's Charter is not renewed or is terminated, the governing body of the School is responsible for all of its debts.

(2) The School and the Sponsor shall notify each other of the existence of any third party claim, demand or other action giving first to a claim for indemnification under this provision (a "Third Party Claim") and shall give each other a reasonable opportunity to defend the same at its own expense and with its own counsel, provided that the School or Sponsor shall at all times have the right to participate in such defense at its own expense. If, within a reasonable amount of time after receipt of notice of a Third Party Claim, the School or Sponsor shall fail to undertake to so defend, the other party shall have the right, but not the obligation, to defend and to compromise or settle (exercising reasonable business judgment) the Third Party Claim for the account and at

the risk and expense of the School or Sponsor which they agree to assume. The School or the Sponsor shall make available to each other, at their expense such information and assistance as each shall request in connection with the defense of a Third Party Claim.

F. Miscellaneous

(1) Neither party shall be in default of this Charter, if the performance of any part or all of this Charter is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, hurricane, riot, fire, explosion, war, act of god, sabotage, accident or any other casualty or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unusual expense.

(2) This Charter in conjunction with any contracts signed by the parties shall constitute the full, entire and complete agreement between the parties hereto. All prior representations, understandings and Charters are superseded and replaced by this Charter. This Charter may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties. Any amendment to this Charter shall require approval of the Sponsor.

(3) This Charter shall not be assigned by either party without the prior written consent of the other party; however, the School may without the consent of the Sponsor enter into contracts for services with an individual or group of individuals organized as a partnership or cooperative.

(4) No waiver of any provision of this Charter shall be deemed or shall constitute a waiver of any other provision unless expressly stated.

(5) All representations and warranties made herein shall survive termination of this Charter.

(6) If any provision or any part of this Charter is determined to be unlawful, void or invalid, that determination shall not affect any other provision or any part of any other provision of this Charter and all such provisions shall remain in full force and effect.

(7) This Charter is not intended to create any rights of a third party beneficiary. This clause shall not be construed, however, as a waiver of any right of a member of the community, a student, or parent.

(8) This Charter is made and entered into in the State of Florida and shall be interpreted according to the laws of that State.

(9) Every notice, approval, consent or other communication authorized or required by this Charter shall not be effective unless same shall be in writing and sent postage prepaid by United States mail, directed to the other party at its address hereinafter provided or such other address as either party may designate by notice from time to time in accordance herewith:

The School Board of Gadsden County
35 Martin Luther King, Jr. Blvd.
Quincy, Florida 32351
Attn: Deputy Superintendent

CEDO
20 East Washington St., Suite A
Quincy, Florida 32351
ATTN: Executive Director

Copies of All Notices to:

Clerk of the School Board

(10) The School and the Sponsor both represent that they have been represented in connection with the negotiation and execution of this Charter and they are satisfied with the representation.

(11) The headings in the Charter are for convenience and reference only and in no way define, limit or describe the scope of the Charter and shall not be considered in the interpretation of the Charter or any provision hereof.

(12) This Charter may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one Charter.

(13) Each of the ~~people~~ **persons** executing this Charter has the full power and authority to execute the Charter on behalf of the party for whom he or she signs.

(14) All executed agreements or amendments to agreements shall be returned to Sponsor within 30 days of execution.

IN WITNESS WHEREOF, the parties hereto have executed this Charter as of the day and year first above written

EXECUTED at _____, Florida, this ____ day of _____, ~~2009~~ **2013**.

Community and Economic Development
Organization of Gadsden County, Inc.

Witness BY: _____
MILLIE FOREHAND
Executive Director

EXECUTED at Quincy, Florida, this ____ day of _____, ~~2009~~ **2013**.

The School Board Of Gadsden
County, Florida

Witness

BY: _____
Judge B. Helms, Jr. Isaac Simmons, Chair

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SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7b

DATE OF SCHOOL BOARD MEETING: September 3, 2013

TITLE OF AGENDA ITEMS: Certificates of Participation – Financing for Classroom Addition at Havana Middle School – Resolution in Accordance with Section 1001.453 F.S.

DIVISION: Finance Department

PURPOSE AND SUMMARY OF ITEMS:

JoLinda Herring from Bryant Miller Olive will present a detailed description of the Certificates of Participation during the Workshop prior to the Regular Board Meeting.

Board approval is requested for the attached resolution.

FUND SOURCE: Financing for Construction of Havana Middle School Classroom Addition

AMOUNT: Estimated \$5,000,000.00

PREPARED BY: Bonnie Wood

POSITION: Assistant Superintendent for Business and Finance

(b) The district school board may establish a district advisory council representative of the district and composed of teachers, students, parents, and other citizens or a district advisory council that may be comprised of representatives of each school advisory council. Recognized schoolwide support groups that meet all criteria established by law or rule may function as school advisory councils.

(c) For those schools operating for the purpose of providing educational services to youth in Department of Juvenile Justice programs, district school boards may establish a district advisory council with appropriate representatives for the purpose of developing and monitoring a district school improvement plan that encompasses all such schools in the district, pursuant to s. 1001.42(18)(a).

(d) Each school advisory council shall adopt bylaws establishing procedures for:

1. Requiring a quorum to be present before a vote may be taken by the school advisory council. A majority of the membership of the council constitutes a quorum.
2. Requiring at least 3 days' advance notice in writing to all members of the advisory council of any matter that is scheduled to come before the council for a vote.
3. Scheduling meetings when parents, students, teachers, businesspersons, and members of the community can attend.
4. Replacing any member who has two unexcused consecutive absences from a school advisory council meeting that is noticed according to the procedures in the bylaws.
5. Recording minutes of meetings.

The district school board may review all proposed bylaws of a school advisory council and shall maintain a record of minutes of council meetings.

(2) DUTIES.—Each advisory council shall perform functions prescribed by regulations of the district school board; however, no advisory council shall have any of the powers and duties now reserved by law to the district school board. Each school advisory council shall assist in the preparation and evaluation of the school improvement plan required pursuant to s. 1001.42(18). With technical assistance from the Department of Education, each school advisory council shall assist in the preparation of the school's annual budget and plan as required by s. 1008.385(1). A portion of funds provided in the annual General Appropriations Act for use by school advisory councils must be used for implementing the school improvement plan.

HIST: s. 1, ch. 2002-49; s. 59, ch. 2002-387; s. 73, ch. 2004-357; s. 10, ch. 2008-108; s. 5, ch. 2008-235.

1001.453. Direct-support organization; use of property; board of directors; audit.

(1) DEFINITIONS.—For the purposes of this section, the term:

(a) "District school board direct-support organization" means an organization that:

1. Is approved by the district school board;
2. Is a Florida corporation not for profit, incorporated under the provisions of chapter 617 and approved by the Department of State; and
3. Is organized and operated exclusively to receive, hold, invest, and administer property and to make expenditures to or for the benefit of public kindergarten through 12th grade education and adult career and community education programs in this state.

(b) "Personal services" includes full-time or part-time personnel, as well as payroll processing.

(2) USE OF PROPERTY.—A district school board:

(a) Is authorized to permit the use of property, facilities, and personal services of the district by a direct-support organization, subject to the provisions of this section.

(b) Shall prescribe by rule conditions with which a district school board direct-support organization must comply in order to use property, facilities, or personal services of the district. Adoption of such rules shall be coordinated with the Department of Education. The rules shall provide for budget and audit review and oversight by the district school board and the department.

(c) Shall not permit the use of property, facilities, or personal services of a direct-support organization if such organization does not provide equal employment opportunities to all persons, regardless of race, color, religion, sex, age, or national origin.

(3) BOARD OF DIRECTORS.—The board of directors of the district school board direct-support organization shall be approved by the district school board.

(4) ANNUAL AUDIT.—Each direct-support organization with more than \$100,000 in expenditures or expenses shall provide for an annual financial audit of its accounts and records, to be conducted by an independent certified public accountant in accordance with rules adopted by the Auditor General pursuant to s. 11.45(8) and the Commissioner of Education. The annual audit report shall be submitted within 9 months after the fiscal year's end to the district school board and the Auditor General. The Commissioner of Education, the Auditor General, and the Office of Program Policy Analysis and Government Accountability have the authority to require and receive from the organization or the district auditor any records relative to the operation of the organization. The identity of donors and all information identifying donors and prospective donors are confidential and exempt from the provisions of s. 119.07(1), and that anonymity shall be maintained in the auditor's report. All other records and information shall be considered public records for the purposes of chapter 119.

HIST: s. 60, ch. 2002-387; s. 74, ch. 2004-357.

Subpart B. District School Superintendents

1001.46. District school superintendent; election and term of office.

The district school superintendent shall be elected for a term of 4 years or until the election or appointment and qualification of his or her successor.

HIST: s. 62, ch. 2002-387.

1001.461. District school superintendent; procedures for making office appointive.

(1) Pursuant to the provisions of s. 5, Art. IX of the State Constitution, the district school superintendent shall be appointed by the district school board in a school district wherein the proposition is affirmed by a majority of the qualified electors voting in the same election making the office of district school superintendent appointive.

(2) To submit the proposition to the electors, the district school board by formal resolution shall request an election that shall be at a general election or a statewide primary or special election. The board of county commissioners, upon such timely request from the district school board, shall cause

to be placed on make the office

(3) Any district school board may change its former status following the passage of the law adopting the provisions of this section.

HIST: s. 63, ch. 2002-387.

1001.462. Oath

Before entering into office, the district school superintendent shall take the oath prescribed by this section.

HIST: s. 64, ch. 2002-387.

1001.463. Vacancies; superintendent

The office of district school superintendent shall be vacant if the superintendent removes his or her resignation.

HIST: s. 65, ch. 2002-387.

1001.464. District school superintendent; time to office.

The position of district school superintendent shall be considered a full-time position.

HIST: s. 66, ch. 2002-387.

1001.47. District school superintendent; salary.

(1) Each elected district school superintendent shall receive as salary for each year the amount in this section. However, the board of county commissioners may approve a salary in excess of the amount in this section.

(2) Each elected district school superintendent shall receive a base salary for each year. The base salary shall be made for each population group by multiplying the base salary for each population group times the population multiplier for that group. The population multiplier shall be added to the base salary. Law changes to this subsection shall be effective for the fiscal year beginning on 10/1/2008.

Pop. Group	Min.
I	-\$0
II	50,000
III	100,000
IV	200,000
V	400,000
VI	1,000,000

(3) The adjusted salary for district school superintendents shall be determined for in s. 145.16. The salary for district school superintendents shall be effective for the fiscal year beginning on 10/1/2008.

RESOLUTION NO. _____

A RESOLUTION OF THE SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA, APPROVING THE PROPOSED INCORPORATION OF GADSDEN COUNTY SCHOOL BOARD LEASING CORPORATION AND ITS INITIAL BOARD OF DIRECTORS; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA:

SECTION 1. AUTHORITY. This resolution is adopted in accordance with the provisions of Section 1001.453, Florida Statutes (the "Act").

SECTION 2. FINDINGS. The School Board of Gadsden County, Florida (the "Board"), hereby finds as follows:

A. It is in the best interest of the School District of Gadsden County, Florida (the "District"), that a master lease-purchase program (the "Master Lease Program") be established to finance all or part of the cost of new school facilities and improvements to existing school facilities in the District.

B. As part of the Master Lease Program structure, it is necessary to create a not-for-profit, district school board direct support organization (the "Corporation"), as described in Section 1001.453(1)(a), Florida Statutes, to assist in the financings under the Master Lease Program.

C. Sections 1001.453(1)(a)1. and 1001.453(3), Florida Statutes, require that the Board approve the Corporation and its board of directors.

SECTION 3. APPROVAL OF CORPORATION. The formation and organization of the Corporation to be named "Gadsden County School Board Leasing Corporation," in accordance with the proposed articles of incorporation and bylaws of the Corporation attached to this resolution as exhibits, are hereby approved.

SECTION 4. OPERATION OF CORPORATION. The Corporation shall conduct its operations in accordance with the provisions of the Act. The use of property and facilities financed with the assistance of the Corporation shall be governed by the Master Lease Program financing documents with respect to such property and facilities.

SECTION 5. EFFECTIVE DATE. This resolution shall take effect immediately upon its adoption.

Duly adopted and passed on August __, 2013.

(Seal)

THE SCHOOL BOARD OF GADSDEN
COUNTY, FLORIDA

ATTEST:

By: _____
Isaac Simmons, Jr., Chairman

By: _____
Reginald C. James, Secretary

ARTICLES OF INCORPORATION
OF
GADSDEN COUNTY SCHOOL BOARD LEASING CORPORATION

The undersigned does hereby make, subscribe and acknowledge these Articles of Incorporation for the purpose of forming a corporation not for profit under the laws of the State of Florida.

ARTICLE I

NAME

The name of the corporation is Gadsden County School Board Leasing Corporation (the "Corporation"). The principal address of the Corporation is 35 Martin Luther King, Jr. Boulevard, Quincy, Florida 32351.

ARTICLE II

PURPOSE

The purpose for which the Corporation is organized and the business and objectives to be carried on and promoted by the Corporation are as follows:

A. To assist The School Board of Gadsden County, Florida (the "School Board"), as its instrumentality and direct-support organization in the development, financing, construction, acquisition and operation of educational capital projects and equipment in Gadsden County, Florida, consisting of real and/or personal property (the "Projects").

B. To acquire by gift, lease or purchase, and to sell, convey, lease, assign, mortgage, or otherwise encumber any property, real and/or personal, incidental to the provisions of such Projects.

C. To lease, from time to time, Projects to the School Board pursuant to the lease agreements or master lease agreements, with or without purchase options (the "Agreements"), between the Corporation, as lessor, and the School Board, as lessee.

D. To assign to a bank, leasing company, or other financial institution, or to a trust company acting on behalf thereof (the "Assignee"), all of the Corporation's right, title and interest in

and to any Agreements (other than any rights specifically reserved thereunder), including its right to receive payments under such Agreements and to enforce the provisions thereof.

E. To provide, together with the Assignee and the School Board, for the payment of the cost of construction, acquiring and installing the Projects by: (i) the assignment of the Corporation's right to receive payments under any Agreement; or (ii) the issuance and sale from time to time, (a) by the Assignee of certificates of participation, which represent undivided proportionate interests in payments to be made by the School Board to the Corporation pursuant to an Agreement, or (b) by the Corporation of lease revenue bonds (collectively, the "Obligations"); or (iii) such other financing means as may be deemed necessary and desirable by the Corporation and the School Board in accordance with applicable law.

F. To deposit or cause to be deposited with an Assignee certain sums of money from time to time to be credited, held and applied in accordance with a trust agreement, assignment agreement, or other agreements.

G. To carry on or engage in any other activity which the Corporation may deem proper or convenient in connection with the purposes hereinabove stated; provided, however, that the Corporation shall at all times be operated as a not for profit corporation as provided in Chapter 617 and Section 1001.453(1)(a)2., Florida Statutes.

H. To have all the rights, privileges, powers and immunities available to corporations not for profit under the laws of the State of Florida and, anything herein to the contrary notwithstanding, the enumeration herein of the specific objects and purposes of the Corporation shall not limit the powers of the Corporation to accomplish any approved charitable, scientific or educational purpose within the meaning of Section 501(c) of the Internal Revenue Code of 1986, as amended, and any regulations promulgated thereunder. All of the assets and earnings of the Corporation shall be used exclusively for the purposes described herein, including the payment of expenses incidental thereto. No part of the net earnings of the Corporation shall inure to the benefit of any individual, and no substantial part of the activities of the Corporation shall be for the carrying on of propaganda or otherwise attempting to influence legislation.

ARTICLE III

MEMBERS

The Corporation shall have no members.

ARTICLE IV

TERM OF EXISTENCE

The period of the duration of the Corporation shall commence on the date of filing these Articles of Incorporation in the office of the Secretary of State, and the Corporation shall have perpetual existence unless sooner dissolved as provided by law.

ARTICLE V

POWERS

The Corporation shall have all powers under the law which are necessary to carry out its purposes as described in Article II hereof; provided, however, that the Corporation shall at all times comply with the provisions of Section 1001.453, Florida Statutes, or any successor law applicable to the Corporation. The Corporation is prohibited from engaging in any business other than owning, financing, acquiring, constructing, installing, leasing and selling the Projects as provided herein. The Corporation may incur no debt other than the Obligations. The Corporation may not dispose of or encumber the Projects except as provided in any Agreement relating thereto.

ARTICLE VI

BOARD OF DIRECTORS

The affairs of the Corporation shall be managed by a Board of Directors. All corporate powers shall be exercised by or under the authority of, and the affairs and business of the Corporation shall be managed under the direction of, a Board of Directors consisting of five persons. The members of the School Board shall be the directors of the Corporation. The term of office as a director shall commence upon the taking of office as a member of the School Board and shall terminate upon termination of such office holding. Subject to Florida law, the Board of Directors shall have the rights and powers of directors of corporations under Chapter 607, Florida Statutes. In the event one or more members of the School Board is unable or unwilling to serve and resigns as director of the Corporation so that the remaining number of directors is less than three,

the remaining member or members of the Board of Directors shall appoint, on a temporary basis, from among the registered electors of Gadsden County, Florida, such member or members sufficient to bring the number of directors to three; provided, such temporary member or members shall be replaced as soon as the number of members of the School Board willing to serve equals at least three members. Unless the members at their annual meeting shall determine otherwise, the Chairman of the School Board shall be the ex-officio Chairman of the Board of Directors of the Corporation, and the Vice Chairman of the School Board shall be the ex-officio Vice Chairman of the Board of Directors of the Corporation.

The name and address of each person who is to serve as an initial director of the Corporation are set forth below:

<u>Name</u>	<u>Position</u>	<u>Address</u>
Isaac Simmons, Jr.	Chairman	35 Martin Luther King, Jr. Blvd., Quincy, Florida 32351
Roger Milton	Vice Chairman	35 Martin Luther King, Jr. Blvd., Quincy, Florida 32351
Audrey Lewis	Member	35 Martin Luther King, Jr. Blvd., Quincy, Florida 32351
Judge B. Helms	Member	35 Martin Luther King, Jr. Blvd., Quincy, Florida 32351
Charlie D. Frost, Sr.	Member	35 Martin Luther King, Jr. Blvd., Quincy, Florida 32351

ARTICLE VII

MEETINGS

Meetings of the Board of Directors and the records of the Corporation shall be subject to the provisions of Section 286.011 and Chapter 119, Florida Statutes.

ARTICLE VIII

OFFICERS

The officers of the Corporation shall consist of a President, one or more Vice Presidents, a Secretary/Treasurer and such additional officers as may be designated in the corporate bylaws. Unless the Board of Directors shall provide otherwise at their annual meeting or special meeting, the Chairman of the Board of Directors shall be the ex-officio President of the Corporation, the Vice Chairman of the Board of Directors shall be the ex-officio Vice President of the Corporation, and the Superintendent of Schools of the School District of Gadsden County, Florida, shall be the ex-officio Secretary/Treasurer of the Corporation. The duties of the officers shall be set forth in the corporate Bylaws. The name and address of each person who is to serve as an initial officer of this Corporation are set forth below:

<u>Name</u>	<u>Position</u>	<u>Address</u>
Isaac Simmons, Jr.	President	35 Martin Luther King, Jr. Blvd., Quincy, Florida 32351
Roger Milton	Vice President	35 Martin Luther King, Jr. Blvd., Quincy, Florida 32351
Reginald C. James	Secretary/Treasurer	35 Martin Luther King, Jr. Blvd., Quincy, Florida 32351

ARTICLE IX

BYLAWS

Bylaws of the Corporation shall be adopted by the Board of Directors, and thereafter may be altered, amended or rescinded by a majority vote of the directors at a meeting duly called in accordance with the Bylaws.

ARTICLE X

AMENDMENTS

The Corporation reserves the right to alter, amend or repeal any provision contained in these Articles of Incorporation, or any amendment thereto, by an affirmative vote of the majority of the total number of directors at any regular or special meeting of the Board of Directors; provided, that

written notice of the proposed amendment has been given each director 10 days prior to the meeting.

ARTICLE XI

STOCK AND DIVIDENDS PROHIBITED

The Corporation shall not have or issue shares of stock. No dividends shall be paid and no part of the income of the Corporation shall be distributed or inure to its directors, officers, or employees. The Corporation may only reimburse in a reasonable amount, its directors, officers and employees for services rendered, and funds expended by them on behalf of the Corporation. All assets, revenues and income, if any, of the Corporation shall be used exclusively for the payment of Obligations or for the Projects, including the payment of expenses incidental thereto, and no part of the assets, revenues or income, if any, of the Corporation shall inure to the benefit of any private person, entity or individual.

ARTICLE XII

DISSOLUTION OR FINAL LIQUIDATION

Upon the retirement of any outstanding corporate indebtedness, or upon dissolution or final liquidation of the Corporation, all of the beneficial interest in any property, be it real or personal or mixed, and all of the assets of the Corporation will be distributed and conveyed to the School Board.

ARTICLE XIII

SUBSCRIBERS

The name and residence of the subscriber of these Articles of Incorporation is as follows:

<u>Name</u>	<u>Address</u>
Reginald C. James	35 Martin Luther King, Jr. Blvd., Quincy, Florida 32351

ARTICLE XIV

REGISTERED OFFICE AND AGENT

The street address of the Corporation's initial business office is 35 Martin Luther King, Jr. Boulevard, Quincy, Florida 32351.

The registered agent for service of process is Reginald C. James, Superintendent of Schools, the School District of Gadsden County, 35 Martin Luther King, Jr. Boulevard, Quincy, Florida 32351.

The undersigned incorporator has executed these Articles of Incorporation this _____, 2013.

Reginald C. James
Secretary/Treasurer

CERTIFICATE OF DESIGNATION
REGISTERED AGENT /REGISTERED OFFICE

Pursuant to the provisions of Section 617.0501, Florida Statutes, the undersigned corporation, organized under the laws of the State of Florida, submits the following statement in designating the registered office/registered agent, in the State of Florida.

1. The name of the corporation is:

Gadsden County School Board Leasing Corporation.

2. The name and address of the registered agent and office is:

Reginald C. James
35 Martin Luther King, Jr. Boulevard
Quincy, Florida 32351

HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE CORPORATION AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY ACCEPT THE APPOINTMENT AS REGISTERED AGENT AND AGREE TO ACT IN THIS CAPACITY. I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATING TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES, AND I AM FAMILIAR WITH AND ACCEPT THE OBLIGATIONS OF MY POSITION AS REGISTERED AGENT.

Reginald C. James

Date: _____, 2013



Gadsden County Schools - Leasing Corporation Documents

Jason M. Breth <jbreth@bmolaw.com>

Tue, Aug 20, 2013 at 9:02 AM

To: Jim Gollahon <jim@gollahonfinancial.com>, "jamesr@gcpsmail.com" <jamesr@gcpsmail.com>, "woodb@mail.gcps.k12.fl.us" <woodb@mail.gcps.k12.fl.us>, "shepardw@gcpsmail.com" <shepardw@gcpsmail.com>, Debrorah Minnes <dminnis@ausley.com>, Jolinda Herring <jherring@bmolaw.com>

Attached please find the resolution authorizing the creation of the leasing corporation and the articles of incorporation and bylaws of such leasing corporation. These documents will be considered at the School Board's meeting on August 27th. Please provide us with any comments as soon as possible. Thanks!

Jason M. Breth
Attorney

Bryant Miller Olive
101 North Monroe St., Suite 900
Tallahassee, FL 32301
(850) 222-8611 (office)
(850) 222-8969 (fax)
(850) 274-1643 (mobile)
jbreth@bmolaw.com

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—Original Message—

From: Jason M. Breth

Sent: Wednesday, July 24, 2013 10:43 AM

To: 'Jim Gollahon'; jamesr@gcpsmail.com; woodb@mail.gcps.k12.fl.us; shepardw@gcpsmail.com; Debrorah Minnes; Jolinda Herring

Subject: RE: Gadsden County Schools - draft Bank Loan Request

Good morning! Attached please find the following documents related to the creation of a master lease purchase program and issuance of Certificates of Participation, Series 2013:

- (1) School Board Resolution Approving Creation of Corporation;
- (2) Articles of Incorporation;
- (3) Bylaws;
- (4) Master Lease Purchase Agreement;
- (5) Schedule No. 2013;
- (6) Master Trust Agreement;
- (7) Series 2013 Supplemental Trust Agreement;
- (8) Ground Lease Agreement;
- (9) Ground Lease Assignment;
- (10) Assignment of Lease Agreement;
- (11) Memorandum of Ground Lease;
- (12) Memorandum of Lease and Notice of Option;
- (13) School Board Resolution; and
- (14) Corporation Resolution.

Please provide us with any questions or comments at your earliest convenience. We look forward to working with everyone on a successful financing. Thanks!

Jason M. Breth
Attorney

Bryant Miller Olive
101 North Monroe St., Suite 900
Tallahassee, FL 32301
(850) 222-8611 (office)
(850) 222-8969 (fax)
(850) 274-1643 (mobile)
jbreth@bمولaw.com

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—Original Message—

From: Jim Gollahon [mailto:jim@gollahonfinancial.com]

Sent: Monday, July 22, 2013 12:18 AM

To: jamesr@gcpsmail.com; woodb@mail.gcps.k12.fl.us; shepardw@gcpsmail.com; Debrorah Minnes; Jolinda Herring; Jason M. Breth

Subject: Gadsden County Schools - draft Bank Loan Request

Good morning,

Please find attached a draft Bank Loan Request relating to the \$5 million Certificate of Participation which is necessary to finance the proposed project. Bond Counsel will circulate drafts of the COP legal documents this week. Please send me any available information you may have to fill in the blanks in the loan request at your convenience and additional information that becomes available over the next few weeks.

Also, you may want to refer to the second draft of the timetable that I circulated on June 25, 2013 as a reminder of the tasks before us and their estimated timing.

Thanks and have a great week, Jim

Gollahon Financial Services, Inc.

St Petersburg, FL

727-687-4125

3 attachments



School Board Resolution Approving Corporation (00783283-3).DOC

36K



Bylaws (00783272-3).DOC

51K



Articles of Incorporation (00783271-3).DOC

52K

BYLAWS
OF
GADSDEN COUNTY SCHOOL BOARD LEASING CORPORATION

ARTICLE I
PURPOSE

The purposes for which this Corporation are formed shall be the purposes provided in the Articles of Incorporation.

ARTICLE II
DEFINITIONS

Terms not otherwise defined in these Bylaws shall have the meanings ascribed to them in the Articles of Incorporation.

ARTICLE III
BOARD OF DIRECTORS

SECTION 1. MANAGEMENT. All corporate powers shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed under the direction of the Board of Directors. The formation of the Corporation and the Board of Directors shall be approved by the School Board in accordance with Sections 1001.453(1) and 1001.453(3), Florida Statutes, before conducting any business.

SECTION 2. NUMBER. The Board of Directors shall consist of the individuals described in Article VI to the Articles of Incorporation.

SECTION 3. TERM. The term of office of a director shall be as provided in Article VI of the Articles of Incorporation.

SECTION 4. COMPENSATION. The directors shall receive no compensation for their service as directors; provided, the Corporation may reimburse the directors for their actual expenses incurred in their capacity as directors.

ARTICLE IV
BOARD OF DIRECTORS

SECTION 1. ANNUAL MEETINGS. The annual meeting of the Board of Directors of this Corporation shall be held on the third Tuesday after the first Monday in November of each year at the location of and immediately following the organizational meeting of the School Board pursuant to Section 1001.371, Florida Statutes, or on such other date as may be provided for the School Board by law. Notice of the annual meeting shall be given by the Secretary/Treasurer to each director not less than seven days before the meeting.

SECTION 2. SPECIAL MEETINGS. Special meetings may be held at the call of the President or by written request of any member of the Board of Directors. Notice of each special meeting shall be given by the Secretary /Treasurer to each director not less than three days before that meeting.

SECTION 3. QUORUM. A majority of the total number of directors shall constitute a quorum. The act of a majority of directors present at the meeting at which a quorum is present shall be considered the act of the Board of the Directors, unless otherwise specified in these bylaws.

SECTION 4. PUBLIC MEETINGS. All meetings of the Board of Directors shall be open to the public and shall be subject to the provisions of Section 286.011, Florida Statutes.

SECTION 5. VOTING. Every director of the Corporation, in good standing, shall have the right and be entitled to one vote upon every proposal properly submitted to vote at any meeting of the Corporation.

SECTION 6. ORDER OF BUSINESS. The meeting shall be conducted in accordance with Roberts Rules of Order, Revised, and the suggested order of business at any meeting shall be:

1. Roll call.
2. Proof of due notice of meeting, or unanimous consent, or unanimous presence and declaration by President.
3. Reading and disposal of any unapproved minutes.
4. Reports of officers and committees.
5. Election of officers.

6. Unfinished business.
7. New business.
8. Adjournment.

ARTICLE V
OFFICERS

SECTION 1. OFFICERS. The officers of this Corporation shall consist of the President, one or more Vice Presidents and the Secretary/Treasurer. Unless otherwise replaced by the Board of Directors, the officers of the Corporation shall consist of the individuals described in Article VIII of the Articles of Incorporation. Until replaced by the Board of Directors, the officers of the Corporation shall serve in their respective capacities.

SECTION 2. PRESIDENT. The President shall:

1. Schedule and preside at all meetings of the Board of Directors.
2. Perform all other duties usually pertaining to the office of President or as shall be delegated by the Board of Directors.

SECTION 3. VICE PRESIDENT. The Vice President shall:

1. Preside at all meetings of the Board of Directors in the absence of the President.
2. Perform all duties usually pertaining to the office of the President in his or her absence, and perform all other duties assigned by the President or by the Board of Directors.

SECTION 4. SECRETARY/TREASURER. The Secretary/Treasurer shall:

1. Record the minutes of all meetings.
2. Have custody of the seal, if any, of the Corporation.
3. Keep a correct list of names and addresses of all members of the Board of Directors.
4. Be responsible for general correspondence.
5. Maintain a file of all correspondence.
6. Give notice of the meetings required by statute, bylaws or resolution.

7. Take attendance at meetings.
8. Be custodian of all funds and securities of the Corporation and collect interest thereon.
9. Keep a record of the accounts of the Corporation and report thereon at each regular meeting of the Board of Directors.
10. Give a fiscal year-end report at the annual meeting and special reports when requested.
11. If required by law or any document to which the Corporation is a party or signatory, attest the signature of the President and, if applicable, any Vice President.
12. Perform all other duties as shall be assigned by the President or the Board of Directors.

In the absence of the Secretary/Treasurer at any meeting of the Board of Directors or at any pre-closing, closing or other meeting that relates to a transaction that involves the Corporation as a party or other participant, any Vice President of the Corporation or any Deputy Superintendent or Assistant Superintendent for Business and Finance (or comparable titles) of the School District of Gadsden County, Florida, may attend such meetings or functions for the Secretary/Treasurer and perform such duties customarily performed by the Secretary/Treasurer at such meetings or functions, including, but not limited to, the execution of documents on behalf of the Corporation in the same capacity (but as "Acting Secretary/Treasurer") and for the same purposes as the absent Secretary/Treasurer could have done.

SECTION 5. APPOINTMENT OF OFFICERS. Unless the Board of Directors shall provide otherwise at their annual meeting or special meeting, the officers of the Corporation shall be determined as provided in the Articles of Incorporation.

SECTION 6. REMOVAL OF OFFICERS. Any officer may be removed without cause by a majority vote of the Board of Directors.

SECTION 7. COMPENSATION. No officer shall receive any compensation from the Corporation for serving as an officer; provided, the Corporation may reimburse the officers for their actual expenses incurred in their capacity as officers.

ARTICLE VI

FISCAL YEAR

The fiscal year of this Corporation shall be from July 1 to June 30 of the following year.

ARTICLE VII

BOOKS AND RECORDS

The Corporation shall keep, or cause to be kept, correct and complete books and records of account and shall also keep minutes of the proceedings of its Board of Directors and committees having any of the authority of the Board of Directors, all of which shall be subject to the provisions of Chapter 119, Florida Statutes. The Corporation shall make provisions for an annual financial audit of its accounts and records to the extent required by Section 1001.453(4), Florida Statutes.

ARTICLE VIII

INDEMNIFICATION

SECTION 1. AUTHORITY OF BOARD OF DIRECTORS. The Corporation acting through its Board of Directors or as otherwise provided in these Bylaws, shall exercise as fully as may be permitted from time to time by statutes and case law of the State of Florida, or by any other applicable rules or principles of law, its powers to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit, or proceedings, wherever brought, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a director, officer, employee, or agent of the Corporation, or is or was serving at the request of the Corporation, as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses, including attorney's fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding.

SECTION 2. STANDARD FOR INDEMNIFICATION. Any person described in Section 1 above may be indemnified by the Corporation if he or she acted in good faith and in a manner he or

she reasonably believed to be in or not opposed to the best interest of the Corporation, and, with respect to any criminal action or proceedings, had no reasonable cause to believe the conduct was unlawful.

SECTION 3. NO PRESUMPTIONS FROM TERMINATION OF ACTIONS. The determination of any action, suit, or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interest of the Corporation, and, with respect to any criminal action or proceeding, have reasonable cause to believe that his or her conduct was unlawful.

SECTION 4. MANDATORY INDEMNIFICATION. To the extent that any such person has been successful on the merits or otherwise in defense of any action, suit, or proceedings referred to in these Bylaws, or in defense of any claim, issue, or matter within these Bylaws, he or she shall be indemnified against expenses, including attorneys' fees, actually and reasonably incurred by him or her in connection therewith.

SECTION 5. DETERMINATION. Any indemnification under Section 1 above, unless ordered by a court, shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee, or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Section 2 above. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of directors who are not party to such action, suit, or proceeding or, (b) if such a quorum is not attainable, or, even if attainable in a quorum of disinterested directors which so directs, by independent legal counsel in a written opinion.

SECTION 6. ADVANCE PAYMENTS. The expenses incurred in defending a civil or criminal action, suit, or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit, or proceeding as authorized by the Board of Directors in the manner provided in Section 5 above upon receipt of an undertaking by or on behalf of the director, officer, employee, or agent to repay such amount, unless it shall ultimately be determined that he or she is entitled to be indemnified by the Corporation as authorized in these Bylaws.

SECTION 7. CONTINUANCE OF INDEMNIFICATION. The indemnification provided by these Bylaws shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of heirs, executors, and administrators of such a person.

SECTION 8. NOT EXCLUSIVE REMEDY. The indemnification provided by these Bylaws shall not exclude any other right to which an officer may be entitled under any agreement with disinterested directors, or otherwise, both as to the action in his or her official capacity, and as to action in any other capacity while holding such office, and shall not imply that the Corporation may not provide lawful indemnification not expressly provided for in these Bylaws. Nothing contained in these Bylaws shall affect any rights to indemnification to which corporate personnel other than directors and officers may be entitled by contract or otherwise under law.

SECTION 9. INSURANCE. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another Corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity; provided, that no indemnification shall be made under any policy of insurance for any action which could not be indemnified by the Corporation under these Bylaws.

ARTICLE IX

CORPORATE SEAL

There shall be no corporate seal for the Corporation.

ARTICLE X

AMENDMENT

These bylaws may be amended or any part thereof may be repealed, by a majority vote of the Board of Directors at any meeting attended by a quorum of the Board of Directors, but only if notice of the proposed action relating to these bylaws is included in the notice of the meeting or is waived in writing by a majority of the directors.