

THE SCHOOL DISTRICT OF ESCAMBIA COUNTY Curriculum & Instruction/Human Resource Services/ Risk Management		SCHOOL BOARD AGENDA EXECUTIVE SUMMARY	
TITLE CONTRACT FOR EDUCATIONAL SERVICES BY AND BETWEEN THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA AND CAMELOT SCHOOLS OF PENNSYLVANIA, LLC		SUBMITTED BY: VICKIE MATHIS DIRECTOR, ALTERNATIVE EDUCATION	
PERIOD OF GRANT/CONTRACT/REQUEST July 1, 2010- June 30, 2011	FUNDING SOURCE General Fund	PROJECT COORDINATOR AND DEPARTMENT PAUL FETSKO ASSISTANT SUPERINTENDENT CURRICULUM AND INSTRUCTION	
AMOUNT OF FUNDING REQUEST Flat Rate contract (Funding is commensurate with student enrollment of 200 students @ \$9,236.65 per student)		TOTAL PROJECT \$1,847,329.00	
PURPOSE To contract for educational services from The Camelot Schools of Pennsylvania, LLC to provide an off-campus alternative program for 200 eligible students. These students may be expelled, experiencing severe discipline issues in a traditional school setting, transitioning into the district from a residential juvenile justice program, at risk of dropping out of school, violent, abusive, and/or adjudicated delinquent by the court system.			
IMPLEMENTATION PLAN CAMELOT will provide a program for 200 students both general and exceptional education in grades 6-12. Students are referred to the program by the Escambia County School District. CAMELOT is a comprehensive program which allows each student an opportunity for remedial education, credit recovery, vocational, and employability skills training, and personal, group and family counseling. This program consists of 180 instructional days and may offer credit recovery programs during the summer. The school will be located at the ESEAL facility with the company leasing the space it will utilize as the school. The district will act as the sponsor for Food Service as with charter schools and DJJ private provider programs. Transportation for students will be provided by the district. Execution of this contract is contingent upon successful negotiation of the Lease Agreement (EXHIBIT "H") which will come to the April 20, 2010 BOARD meeting.			
PARTICIPATING SCHOOLS/AGENCIES Escambia County School District Camelot School of Pennsylvania, LLC			
ACTION REQUIRED Board approval and signature of chair			
STRATEGIC ALIGNMENT PILLAR: Quality Goal Q.2: To improve attendance and discipline of students Q.2.1. Create a culture of instruction that will result in increased attendance and fewer discipline problems as measured by average daily attendance and a reduction in the percentage of referrals in schools. PILLAR: Environment Goal E.1: Safety: Improve safety in the learning, work, and virtual/technological environment. E.1.1. Reduce chargeable bus accidents, workers' compensation claims, incidents involving law enforcement, and building/life safety violations.			
DIRECTOR <i>Vickie Mathis</i>		DATE <i>3/4/10</i>	
ASSISTANT SUPERINTENDENT <i>Paul Fetsko</i>		DATE <i>3/4/10</i>	DATE OF BOARD APPROVAL

**CONTRACT FOR EDUCATIONAL SERVICES
BY AND BETWEEN
THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA
AND
CAMELOT SCHOOLS OF PENNSYLVANIA, LLC**

This contract entered into this 16th day of March, 2010, between **THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA ("BOARD")**, a public school district organized and existing under the laws of the State of Florida, having its principal place of business at 215 West Garden St., Pensacola, FL 32502, and **CAMELOT SCHOOLS OF PENNSYLVANIA, LLC ("CAMELOT")**, a Delaware corporation having a principal place of business at 4207 Highway 290 East, Dripping Springs, Texas 78620.

WHEREAS, school safety, low academic achievement, and significant drop out rates are critical issues that face the BOARD; and

WHEREAS, the BOARD has the authority pursuant to Sections 1002.20 (23) and 1006.09 F.S., to require public school students to be orderly, disciplined classrooms conducive to learning without the distraction caused by disobedient, disrespectful, violent, abusive, uncontrollable, or disruptive student in accordance with Section 1003.32 F.S.; and

WHEREAS, School Board Rule 7.02 and the Secondary Rights and Responsibilities Handbook allows an alternative placement for students who are disruptive, and

WHEREAS, at-risk students frequently have reading and mathematics skills below their grade level, are low performers on basic skill tests, may have been retained two or more years, are below accepted academic standards and likely to drop out of school; and

WHEREAS, Camelot is a provider of alternative education programs for at-risk students, students previously adjudicated delinquent, students who are returning to the district from a residential program in the Department of Juvenile Justice, or students adjudged to have committed a crime and which program offers the potential of improved school safety and improved educational outcomes for these students; and

WHEREAS, Camelot will operate an alternative education program located at 401 Brigadier Street, Pensacola, Florida, 32507, (ESEAL facility) in accordance with this contract by and between CAMELOT and the BOARD dated March 16, 2010.

NOW, THEREFORE, for the consideration set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, mutually agree as follows:

SECTION ONE

DEFINITIONS

1.1. "**Academic and Operations Model**" means all manuals, policies, procedures, strategies, and systems developed and used by CAMELOT in the Camelot Program, a description of which is attached hereto as Exhibit "A."

1.2. "**Active Enrollment**" means, for the CAMELOT School, the roll of active students compiled by CAMELOT and confirmed by the School District's Department of Alternative Education, pursuant to the Referral Process described in Section 2.4.

1.3. "**Basic Assessment in Reading and Math**" means a testing program administered by CAMELOT to measure the reading and mathematics grade skill level of students which is a validated competency-based diagnostic assessment battery developed by a third party and

aligned with state standards for these skills and is approved by the district. (New Century software)

1.4. "**Building Capacity**" means that 200 students shall be accommodated, assuming maximum class size is reached and all students are in attendance.

1.5. "**Capacity Notice**" means the notice to be given by CAMELOT to the BOARD regarding available enrollment capacity.

1.6. "**Camelot Program**" means the alternative-learning program, provided by CAMELOT pursuant to the terms of this Agreement at ESEAL, for at-risk students and students previously adjudicated delinquent, transitioning into the district from a residential DJJ program or adjudged to have committed a crime.

1.7. "**Eligible Students**" means students identified by the school district as being appropriate for referral to the Camelot Program based upon the criteria set forth in Section 2.2 of this Agreement.

1.8. "**Enrollment Capacity**" means two hundred (200) students, which is the maximum number of students whom CAMELOT can enroll for services pursuant to this contract. Additional enrollment of students over 200 will require an amendment to this contract.

1.9. "**ESL**" means English as a second language.

1.10. "**ESOL**" means English for speakers of other languages.

1.11. "**Facility**" means, individually or collectively, the land, together with the buildings and other improvements thereon, located at 401 Brigadier Street, Pensacola, Florida, 32507.

1.13. "**504 Service Plan**" or "**504 Plan**" means a service plan of accommodations for an individual with disabilities, qualified under Section 504 of the 1973 Vocational Rehabilitation Act (the "Rehabilitation Act").

1.14. "**Full Academic Period**" means the number of days of continuous instruction provided to every student by CAMELOT, equal to the number of school days in the BOARD's approved calendar then in effect.

1.15. "**Funding Source**" means funding which may be available from sources other than the BOARD, including, but not limited to, grants by federal, state and local government authorities and agencies and privately funded programs, institutions, and foundations.

1.17. "**IDEA**" means Individuals with Disabilities In Education Act of 1977.

1.18. "**IEP**" means an Individualized Education Program as defined in IDEA.

1.19. "**Inactive Enrollment**" means the roll of inactive students compiled by CAMELOT in accordance with the school district's exercise of its option under Section 2.6.5 of this contract.

1.20. "**Interim Referral**" means the Referral, made without proceeding in accordance with Section 2.2, of a student whose presence in the sending school poses a threat of disruption to the academic process or a threat to the safety of the sending school's environment, and lasting until the student has exhausted all of his or her due process rights.

1.21. "**Orientation Meeting**" means the mandatory meeting that each student and an appropriate family member attend prior to the first school day.

1.24. "**Referral**" means the process by which the School District shall identify specific students who meet the eligibility criteria set forth in Section 2.2 for enrollment in the Camelot Program and submit such student's name and Referral Information (as defined in Section 2.4.5) to CAMELOT for enrollment.

1.25. "**Reintegration Plan**" means a plan developed by CAMELOT for a student leaving the Camelot Program and returning to a district school.

1.26. **"School Day"** means each calendar full day or part thereof during which a student is required to attend the Camelot Program. Unless otherwise agreed upon by the BOARD and CAMELOT, a full instructional day shall extend for seven (7) hours.

1.27. **"District"** means the School District of Escambia County, Florida.

1.28. **"Sending School"** means the school in which a student is enrolled immediately prior to his or her enrollment in the Camelot Program.

1.29. **"Software"** means the software developed or licensed by CAMELOT (including, but not limited to the software applications developed by The New Century Corporation) and used in connection with the operation of the Camelot Program, in object code form, including documentation, updates, revisions, and related materials and any accompanying security devices.

1.30. **"Exceptional Student Education Services"** means the services prescribed for an exceptional education student in his or her IEP.

1.31. **"Exceptional Education Student"** means a student in the Camelot Program who is required pursuant to an IEP to receive exceptional education services.

1.32. **"Student"** shall be defined as a student in grades 6 through 12, whether enrolled in a middle school or a high school, who has committed any one or more of the offenses described in the Secondary Student Rights and Responsibilities Handbook, or under School Board rule 7.02 is required to attend an alternative school.

1.33. **"Support Services"** means the following social services that are to be provided to students in accordance with Section 2.1 and may include the following: general health and wellness programs, individual and group interventions for drug and alcohol abuse and prevention, impulse control disorders, anger management, conflict resolution, teen pregnancy and parenting, suicide prevention and truancy reduction, dropout prevention activities and linkages with juvenile probation and such other social services as CAMELOT may, in its sole discretion, provide to students or as may be provided by the BOARD or other third parties.

SECTION TWO

CAMELOT PROGRAM OBLIGATIONS

2.1 Program Components.

2.1.1. In accordance with its Academic and Operations Model, CAMELOT shall teach students utilizing a basic academic curriculum which focuses on the mastery of essential knowledge and skills in English language arts and mathematics through computer-driven and teacher-driven, direct instruction.

2.1.2. The Camelot Program shall include the foundation courses in reading, math, science, and social science/history required for promotion or graduation. All instruction shall be designed to permit students to achieve course completion or course credit, including end-of-course examinations if required in the regular school district schools, and shall comply with the Florida Sunshine State Standards.

2.1.3. The Camelot Program shall provide opportunities for career exploration that may include such programs as Choices, Steck Vaughn's Workforce Building Success, Career One Step, Impact Publications, and/or Pathways to Career Success. Camelot will collaborate with Workforce Escarosa and/or Southeastern Vocational Services to provide additional career opportunities, training, and/or job placement.

2.1.4. The Camelot Program shall offer an ESL or ESOL program.

2.1.5. Upon a student's enrollment in the Camelot Program, CAMELOT shall administer the Basic Assessment in reading and math using the New Century software. CAMELOT shall also administer the FCAT and any other required state assessments to all students in grades 6-12. To the extent permitted by law, if required in an IEP for an Exceptional Education Student, these assessments and examinations shall be administered.

2.1.6. For students who complete all state and school district requirements for high school graduation, CAMELOT shall certify such completion to the school district and the school district shall accept such certification and such student shall be eligible to receive a diploma from the State of Florida.

2.1.7. CAMELOT shall provide certain on-site support services to students and their families including providing appropriate space and resources (furniture, phone services, and secure file cabinets for storage of confidential records).

(a) The behavior plan that is developed by CAMELOT at the Orientation Meeting, together with the plan developed at the Transition Program meeting, if applicable, will be the basis for determining such student's need for Support Services.

(b) CAMELOT shall actively recruit both public and non-profit community-based service providers to provide Support Services to students enrolled in the Camelot Program.

(c) the school district shall offer bilingual Support Services to ESL and ESOL students.

(d) CAMELOT shall comply with all state and school district reporting requirements in effect relating to truancy. In addition, Camelot shall institute the truancy initiative described more particularly in Exhibit "C."

2.1.8. CAMELOT shall establish and enforce general rules of student behavior, which shall be consistent with the school district's Secondary Rights and Responsibilities Handbook and BOARD policies regarding discipline, and shall include the following:

(a) CAMELOT shall report to the school district's Department of Alternative Education and to the appropriate law enforcement agency any student who engages in criminal activity while in the Camelot Program.

(b) If CAMELOT seeks to remove a student from the Camelot Program for either (i) continued participation in criminal activity; (ii) behavior which poses a serious threat to the safety and security of others; or (iii) chronic misbehavior, CAMELOT shall first exhaust all reasonable disciplinary techniques to modify the student's behavior. If, in CAMELOT'S judgment, such techniques have been unsuccessful, CAMELOT may recommend to the BOARD the removal of such student from the Camelot Program. In connection with such removal, CAMELOT shall submit to the BOARD the name of the student, the reason for the recommended removal and all pertinent reports and materials relating to the recommendation (which, in the case of an Exceptional Education Student, shall include a Manifestation Determination).

The BOARD shall determine, in its sole judgment, whether such student should be removed from the Camelot Program, applying similar standards it uses when considering whether a student should be expelled from the school district. In this process, the BOARD shall provide to such student the same procedural due process utilized by the BOARD for all other district students recommended for expulsion.

2.1.9. CAMELOT shall at all times provide sufficiently trained, professional staff to maintain the supervision of students in the Camelot Program. CAMELOT shall obtain for all such staff, the criminal/history background checks required by Section 10.6 of this Agreement. All employees

of CAMELOT shall undergo a Level 2 background screening through the district's system at CAMELOT's sole expense.

2.1.10. CAMELOT and its staff shall obtain and maintain all necessary licenses and credentials required by applicable law and this contract, including without limitation, all business privilege licenses.

2.1.11. At the BOARD's request, CAMELOT shall provide an orientation training to the district staff and administrators who are directly or indirectly involved with the referral process set forth herein and the verification of grades and credits received.

2.1.12. CAMELOT shall operate, maintain, and manage the Camelot Program in compliance with all applicable federal, state, and local laws, constitutions, statutes, ordinances, rules and regulations and the BOARD's Policies and Procedures, including, without limitation, the Family Educational Rights and Privacy Act (regarding confidentiality of student records) and all federal, state, and local laws prohibiting discrimination on the basis of disability, race, creed, color, gender, religion, sexual orientation, national origin, ancestry, or Vietnam-era or any other veteran status. CAMELOT agrees to include the first sentence of this Section 2.1.12, with appropriate adjustments for the identity of the parties in any contracts that it enters into. CAMELOT shall be nonsectarian in all operations and shall not provide any religious instruction, nor shall it display religious objects and symbols in the school.

2.1.13. For the summers in which the BOARD conducts summer school programs, or wishes all students enrolled in alternative schools to attend a program sponsored by one or more providers, students assigned to the Camelot Program will be eligible to participate in all alternative school or credit recovery programs.

2.1.14. CAMELOT agrees not to perform any services for which the BOARD will be billed that are not included in this contract unless it first receives written authorization from the BOARD which specifies the compensation to be paid for such additional services.

2.1.15. The Camelot Program shall follow the BOARD's instructional calendar.

2.1.16. Except as explicitly set forth in this contract, CAMELOT shall not be required to perform, or paid to provide, any other services, programs, duties, or obligations.

2.2. Student Eligibility Criteria.

(a) To be eligible for the Camelot Program, a student at the time of enrollment must (a) be in a grade no lower than the sixth grade, (b) exhibit, to a marked degree, any or all of the following behaviors:

- (i) Behavior that is so unruly, disruptive, or abusive that it seriously interferes with a teacher's ability to communicate effectively with the students in a class, with the ability of the student's classmates to learn, or with the operation of school or a school-sponsored activity.
- (ii) Disregard for school authority, including persistent or repeated violation of BOARD and school policies and/or rules;
- (iii) Exhibition of non-violent, out-of-class behavior infractions, which have resulted in disciplinary referrals, suspension, and/or expulsion;
- (iv) Commission of a serious infraction of the Secondary Rights and Responsibilities Handbook;
- (v) Habitual truancy;
- (vi) Violent or threatening behavior or misconduct that would merit assignment to a remedial disciplinary school, suspension or expulsion under the Secondary Rights and Responsibilities Handbook;

- (vii) Possession of a weapon on school property, as defined under state law;
 - (viii) Exhibition of violent, threatening, and abusive behavior on school property or during school-affiliated activities;
 - (ix) Display or use of a controlled substance on school property or during school-affiliated activities;
 - (x) Commission of a criminal act on school property or during school-affiliated activities;
 - (xi) Court-ordered juvenile probation and school attendance as a condition of probation;
 - (xii) Need for an after-care educational program following release from incarceration or an alternative educational program;
 - (xiii) Previously expelled from the school district;
- (b) CAMELOT shall not remove an exceptional education student from the Camelot Program unless all appropriate documentation has been furnished to the district's ESE Department, the consent of which shall be required to effect removal. If an exceptional education student is permitted to be removed from the Camelot Program, such student shall remain enrolled in the Camelot Program until a suitable alternative program is selected by the district's ESE Department (pursuant to procedures applicable to IDEA and other applicable laws).
- (c) CAMELOT shall update each IEP annually in accordance with applicable law and shall notify the district's ESE Department of the schedule of each annual IEP meeting with each exceptional education student's parent or legal guardian.
- (d) CAMELOT shall employ a Student Services Coordinator, who shall be an administrator with sufficient expertise in exceptional student education services, to review and finalize IEPs and provide other administrative services relating to IEPs and ESE services as are necessary or required by applicable law or set forth in the Academic and Operations Model. In addition, the Student Services Coordinator shall provide to the district's ESE Department all information regarding CAMELOT's exceptional student education Services and students' IEPs.
- (e) CAMELOT shall maintain on staff a sufficient number of certified teachers as may be required to render services pursuant to IEPs of enrolled exceptional education students. The teachers shall:
- (i) serve the exceptional education students in the Camelot Program to conform with the caseload requirements of IDEA;
 - (ii) conduct periodic assessments of exceptional education students in accordance with IDEA; and
 - (iii) assist in updating IEPs, when required, and assist in developing positive behavior support plans based on a Functional Behavior Analysis ("FBA"), when required.

2.2.2. In making referrals of students eligible for services under the IDEA or under Section 504, the BOARD and CAMELOT shall cooperate as follows:

- (a) If a team is to be convened under the IDEA or under Section 504 to refer a student to the Camelot Program, the student's evaluation materials, IEP, manifestation determination, and Functional Behavioral Assessment (in the case of a student eligible under the IDEA), or the service agreement (in the case of a protected handicapped student under Section 504) (hereinafter collectively referred to as the "Package"), will

immediately be provided by fax or hand delivery to CAMELOT by the district's ESE Department.

(b) CAMELOT and the district's ESE Department designee shall meet as necessary to develop additional or modified procedures for review of records and placement of such students in the Camelot Program and to ensure equitable access to the Camelot Program by students eligible for services under the IDEA or under Section 504 whose needs can be appropriately met by CAMELOT.

2.3. Certain Support Relating to Exceptional Education Students. The BOARD shall provide, for CAMELOT's benefit during the term of this contract, at the BOARD's sole cost and expense, the support services described below relating to the referral of exceptional education students. These services shall be furnished by the BOARD's solicitor or general counsel at a standard and level which is comparable to such services provided to the district schools:

- (a) legal advice and support on an as-needed basis;
- (b) attendance by a district ESE designee at pre-hearing conferences as appropriate;
- (c) representation at due process hearings;
- (d) representation in appeals to the special education appeals panel and, if necessary, to court; and
- (e) representation in cases involving exceptional students alleging civil rights violations by virtue of their being assigned to the Camelot Program.

2.4. The Referral Process and Schedule.

2.4.1. The enrollment capacity for CAMELOT is 200 students. This enrollment shall not be changed unless both CAMELOT and the BOARD agree in writing. If additional facilities are used for the operation of the Camelot Program, this contract shall be amended to include such additional facilities

and to set forth the enrollment capacity at such additional facilities on the ESEAL campus. CAMELOT shall not deny services to any enrolled student.

2.4.2. At least ninety (90) days prior to the first day of each school year, CAMELOT shall notify the BOARD, in writing, the difference between the number of students currently enrolled in the program and the enrollment capacity (the "Capacity Notice"), so that if necessary, the district may initiate student referrals by identifying eligible students for enrollment.

2.4.3. As part of the referral process, the district may contact each eligible student's parents or legal guardian to obtain the parent or guardian's signature on either, as required (a) the Waiver, in the form attached hereto as Exhibit "D" (the "Waiver"), in the case of a student who is not an exceptional education student or (b) the Waiver and the Staffing Eligibility Report, in the case of exceptional education students.

2.4.4. If the parent/legal guardian does not sign a Waiver and/or Staffing Eligibility Report, as applicable, in accordance with Section 2.4.3, the district may utilize the due process procedures or requirements to refer eligible students to the Camelot Program.

2.4.5. If the district (a) obtains the fully-executed Waiver and/or Staffing Eligibility Report, as appropriate, (b) has not obtained parental waiver or consent but completes (i) due process or (ii) all requirements, or (c) treats a student as an Interim Referral, the district shall furnish to CAMELOT all relevant documentation relating to (a), (b) or (c), as the case may be, together with the following information, all of which shall be denominated the "Referral Information"):

- (a) Correct pupil grade and attendance rates for the previous semester and the prior year, if available after the district has exercised its best efforts to obtain;
- (b) Academic records, including all grades and credits from any placement facilities, credits earned and subjects passed before placement, and report cards for current and prior year;
 - (c) Behavior grades;
 - (d) Discipline records;
 - (e) IEP, if applicable;
 - (f) FCAT and any other required state assessment
 - (g) 504 Plan, if applicable;
 - (h) Health immunization records;
 - (i) Transition program evaluations and recommendations, if applicable;
 - (j) Department of Juvenile Justice Pre-Release Notice and transcript, if applicable; and
 - (k) All other school records.

2.4.6. Upon CAMELOT's receipt of a student's complete Referral Information, CAMELOT shall acknowledge such receipt by sending the form attached hereto as Exhibit "E" (the "Referral Receipt") to the district's Department of Alternative Education within three (3) business days following CAMELOT's receipt. In the event that the Referral Information is incomplete, CAMELOT shall return the Referral Information to the Department of Alternative Education for completion, in which case, such student shall not be enrolled in the Camelot Program; however, CAMELOT shall be obligated to comply with Section 2.5 of this contract unless and until CAMELOT has received the complete Referral Information.

2.4.7. Commencing on the business day immediately following the date of receipt of a student's Referral Information, CAMELOT shall utilize its best efforts to enroll such student in the Camelot Program within five (5) school days. Upon the expiration of the five (5) school day period, CAMELOT shall notify the Department of Alternative Education of the status of each student who has been referred.

2.4.8. CAMELOT agrees to cooperate with the BOARD by giving notice to the district when the total student enrollment at the program is below 100% of the enrollment capacity. CAMELOT shall notify the district in writing via certified mail, return receipt requested, or via any reputable overnight courier whenever there are no eligible students available for enrollment.

2.5. Enrollment.

2.5.1. Students will be officially enrolled in the Camelot Program on the first school day after CAMELOT receives the student's Referral Information and assigns the student to the Camelot Program.

2.5.2. The BOARD agrees to use its best efforts to transfer all student records not previously provided to CAMELOT for each student enrolled in the Camelot Program within five (5) business days of such student's enrollment.

2.5.3. Within ten (10) days following enrollment, CAMELOT shall administer a diagnostic assessment of each student using the New Century Basic Assessment in reading and math unless such diagnostic assessment has already been administered in another program.

2.6. Length of Attendance; Withdrawal.

2.6.1. The BOARD and CAMELOT agree that in the case of students referred to the Camelot Program, the duration of a student's assignment to CAMELOT shall be the result of continuing evaluation of such student's needs and progress. The minimum length of enrollment in the Camelot Program is one (1) semester. Students who have committed such actions which have resulted in the student's expulsion from a district school may remain in the Camelot Program for

the entire term of the expulsion. Students may transition from CAMELOT to a district high school at semester breaks only.

2.6.2. For all students in the Camelot Program, CAMELOT shall perform periodic reviews and evaluations of progress and appropriateness of placement. No less frequently than at the end of every grading period, CAMELOT shall report the results of such reviews and evaluations to the district's Department of Alternative Education for entry into the Student Information System (TERMS). If, as a result of such review and evaluation, CAMELOT concludes that the Camelot Program is no longer appropriate or necessary for a student, it shall make a recommendation to the district for termination of the enrollment. In the case of removal from the Camelot Program for failure to comply with conduct standards, Section 2.1.8 shall govern procedures for CAMELOT action.

2.6.3. Camelot shall develop and implement a Reintegration Plan acceptable to the BOARD for each student who is transferred from the Camelot Program, regardless of the reason for such transfer.

2.6.4. CAMELOT may recommend that a student should be withdrawn from the program when the student is eighteen (18) years of age or older and has twenty (20) or more unexcused absences. If such recommendation is accepted by the BOARD, CAMELOT shall send the Department of Alternative Education a written notice of such withdrawal in the form attached hereto as Exhibit "F" (the "Withdrawal Notice"), via certified mail, return receipt requested to the attention of the Director, Department of Alternative Education. Upon receipt of the Withdrawal Notice, the student identified in the Withdrawal Notice shall be deemed to no longer be enrolled in the Camelot Program on the date specified on the Withdrawal Notice (such date shall be at least three (3) school days following the date of the Withdrawal Notice).

2.6.5. CAMELOT shall ensure that all students withdrawn pursuant to this Section 2.6 receive proper and timely notice of the withdrawal and adequate information regarding the return to the sending school or other appropriate facility.

2.6.6. As students are withdrawn and possibly returned to his or her sending school, the district shall refer additional students to ensure that CAMELOT maintain enrollment of the number of students totaling 100% of enrollment capacity.

2.6.7. In the event that this contract shall expire or terminate prior to the completion of the required days of attendance, CAMELOT shall be under no obligation to provide services with respect to such students beyond the termination or expiration date.

2.7. Accountability Standards.

2.7.1. CAMELOT shall endeavor to provide an appropriate educational program for all students so they may satisfy reasonable academic and behavioral goals. Except for exceptional education students, CAMELOT shall use its best efforts to ensure that each student who has attendance of at least eighty percent (80%) and who has been enrolled in the Camelot Program for at least one hundred twenty (120) school days attains one (1) grade level advancement toward achieving the state's content standards (as measured by the New Century Basic Assessment in reading and math), and meets the goals included in the accountability standards set forth in Exhibit "B" which is hereby incorporated by reference.

2.7.2. For exceptional education students, grade level advancement will be consistent with the student's Individualized Education Plan (IEP) and progress, and the grade level advancement standard set forth in Section 2.7.1 will not apply.

2.7.3. For students whose Referral Information is incomplete, the accountability standard in Section 2.7.1 shall not apply until one hundred twenty (120) school days after Camelot's receipt of the complete Referral Information.

2.7.4. CAMELOT shall seek to achieve an average daily attendance of eighty percent (80%) of the students enrolled in the Camelot Program.

SECTION THREE

SCHOOL DISTRICT SERVICES

3.1. **Transportation.** The BOARD shall provide transportation services to students attending the Camelot Program in a manner consistent with current policy. The FTE earned from transportation will belong to the district.

3.2. **Orientation.** The district shall inform principals, assistant principals, counselors, special education teachers, and other key staff at all middle and high schools and other programs in the district involved in assigning students to the Camelot Program of the dates that CAMELOT conducts orientations for district personnel.

3.4. **Contract Administration.** The BOARD and CAMELOT shall each appoint a representative who shall act as a liaison between CAMELOT and the BOARD whose duties shall include, but not be limited to, supervising and assuring the implementation of the provisions of this contract. CAMELOT and the BOARD shall meet at least monthly to review and discuss the administration of this contract.

3.5. Books and Materials.

3.5.1. The district shall be responsible for providing textbooks and supplementary instructional materials from existing materials through the end of the 2009-2010 school year. CAMELOT will be responsible for the replacement of any lost or damaged textbooks. CAMELOT shall be responsible for the purchasing of textbooks resulting from all new adoptions beginning July 1, 2010.

3.5.2. The procurement process for textbooks and instructional materials utilized by the district shall be made available to CAMELOT.

3.6. **Food Service.** The district shall act as the sponsor of food services for CAMELOT, including the delivery of food to the eating area. For purposes of providing food services, students in the Camelot Program shall receive the same level of service as any other student enrolled in a district school. Food provided shall be comparable to that provided to other district schools.

3.7. **Other Services.** CAMELOT personnel shall be eligible to attend professional development activities and programs generally made available to district personnel. CAMELOT shall pay its proportionate share of materials that may be produced for such activities and programs.

SECTION FOUR

CAMELOT SCHOOL FACILITY

4.1. The Facility.

4.1.1. The BOARD shall provide the school site to CAMELOT for the operation of the Camelot Program as more specifically defined in the Lease Agreement as set forth in EXHIBIT "H".

The implementation of this contract is contingent upon the final BOARD approval of the Lease Agreement at the April 20, 2010, Board meeting.

4.1.2. The BOARD may use the school for any appropriate district purpose, as long as such activity does not unreasonably interfere with the Camelot Program.

SECTION FIVE

COMPENSATION; ADDITIONAL FUNDING

5.0. Base Compensation.

5.1.1. For and in consideration of the provision of the services set forth herein, the BOARD shall pay to CAMELOT the rate of One Million Eight Hundred Forty Seven Thousand, Three Hundred Twenty-nine dollars (\$1,847,329.00) per year. (the "Base Compensation").

Such payments shall be made as follows:

- (a) Within fifteen days after the execution of this contract (July 1, 2010), three hundred seven thousand, eight hundred eighty-eight dollars and ten cents (\$307,888.10) shall be paid to CAMELOT as a startup payment component of the Base Compensation; and
- (b) Over a ten-month period, starting September 1, 2010, in ten (10) equal monthly installments of one hundred fifty three thousand, nine hundred forty-four dollars, and nine cents (\$153,944.09) per month.

5.1.2. In the event that both parties agree to extend this contract for any additional term(s), the Base Compensation shall be adjusted on an annual basis for inflation based on the CPI (the "Adjusted Base Compensation") and shall be made in ten equal monthly installments beginning each September.

5.1.3 The BOARD shall pay to CAMELOT the Adjusted Base Compensation and the resulting Base Compensation regardless of enrollment capacity and student attendance and subject to no deductions for causes within or beyond the control of the BOARD and CAMELOT.

5.2. Billing and Payment.

5.2.1. Camelot shall on a monthly basis submit to the Department of Alternative Education an invoice in the form attached hereto as Exhibit "G." The BOARD shall pay CAMELOT within thirty (30) days following receipt of the invoice.

5.2.2. Invoices shall be exclusive of state or local sales, use or gross receipts taxes, and federal excise taxes. CAMELOT's Federal tax identification number is 11-3711065.

5.2.3. If CAMELOT, upon request by the BOARD, does not provide evidence satisfactory to the BOARD supporting any item listed on an invoice, the BOARD shall not be required to make any payment(s) with respect to such an item and may, if such payment has already been made, require CAMELOT to refund the amount of any such payment.

5.2.4. CAMELOT shall promptly reimburse to the BOARD all funds paid by the district to CAMELOT which are actually determined to have been overpaid by the district or improperly expended by CAMELOT (as determined by the results of any audit of the Camelot Program and/or of CAMELOT's performance under this contract by any local, state or federal governmental agency or department having regulatory authority over schools in the Escambia County School District).

5.2.5. On or before September 1, 2010, CAMELOT and the BOARD shall perform an annual reconciliation of each party's obligations under this contract.

5.3. **Unavailability of Funds.** In the event funding for this contract is not obtained or continued from any source at an aggregate level sufficient to allow for payment for

CAMELOT's services, the BOARD may exercise one of the following alternatives:

- (1) terminate this contract effective upon a date specified in a Termination Notice; or
- (2) continue this contract by reducing, through written notice to CAMELOT, the amount of this contract and the services provided by CAMELOT, consistent with the nature, amount and circumstances of the loss of funding. Any termination or reduction of this contract pursuant to this subsection shall not affect any obligations or liabilities of either party accruing prior to such termination or reduction. There shall be no liability or penalty to the BOARD as a result of such termination or reduction of this contract.

5.4. Crossing Fiscal Years. In the event that this contract is extended by both parties for an additional term(s), and if any portion of CAMELOT's compensation is payable in any fiscal year subsequent to the current fiscal year (the BOARD's fiscal year is July 1 – June 30), the portion of the compensation under this contract payable in a subsequent fiscal year shall be subject to reauthorization by the BOARD. If for any reason funds for that portion of the compensation are not reauthorized in any fiscal year, this contract and the BOARD's liability hereunder shall automatically terminate at the end of the fiscal year for which funds were authorized.

5.5. Additional Funding. In the event that CAMELOT, through its own efforts, secures special funding targeted specifically for CAMELOT and which funding can be distributed only through a local educational agency (LEA) or local school district, then the BOARD shall receive such funds and forward them to CAMELOT. CAMELOT shall provide the BOARD a copy of the application and other pertinent documents for such funds at least thirty (30) days prior to receipt of funds for review and acceptance of applicable requirements imposed by the funding provider. The BOARD may at its discretion decline to administer such funds if doing so would impose an undue administrative burden on the BOARD.

SECTION SIX

REPORTING AND RECORD KEEPING

6.1. Student Records.

6.1.1. Camelot shall maintain records on the number of students referred and enrolled, attendance, courses offered, and number of students served, courses completed, discipline referrals and actions taken, and student report cards. Attendance shall be recorded by CAMELOT and sent to the Department of Alternative Education for data entry. CAMELOT shall establish the instructional hour of the school day to record absences in order to determine attendance for all grades using accepted attendance accounting procedures, as promulgated by the State of Florida and in effect from time to time during the term of this contract. CAMELOT shall have on-site access (view only) to the district's computer database for students. The district hereby designates employees and contractors of CAMELOT as having a legitimate educational interest such that they are entitled to access to education records under 20 U.S.C. §1232g, the Family Education Rights and Privacy Act and the Florida K-20 Education Code, Chs. 1000-1013, F.S. To the extent CAMELOT may come into possession of student records and information, and to the extent that CAMELOT will be involved in the survey, analysis, or evaluation of students incidental to this contract, CAMELOT agrees to comply with all requirements of the Family Education Rights and Privacy Act and the Florida K-20 Educational Code.

6.2. Camelot Program Records.

6.2.1. CAMELOT shall keep proper and complete books, records and accounts, billing records and test data for proficiency examinations administered pursuant to this contract. The district shall have the right, upon two (2) days prior written notice to CAMELOT, to inspect such books, records, and accounts at all reasonable hours and to make and take away copies thereof. The district shall have access to test data for both New Century Basics Skills Assessment in reading and math and any other proficiency test administered pursuant to this contract.

6.2.2. The district shall ensure the Camelot Program is assigned the necessary campus number or other identification code used by the State of Florida for reporting or other purposes.

6.2.3. At least thirty (30) days prior to the publication by CAMELOT or the district of any evaluation reports or information relating to the Camelot Program, the publishing party shall provide such material to the other party for clarification and comment.

SECTION SEVEN

INSURANCE AND INDEMNITY

7.1. Indemnity.

(a) See the BOARD's Risk Management Addendum and Certification Regarding Debarment, EXHIBIT "I".

(b) CAMELOT shall at its own expense provide workers' compensation insurance to all its employees during the term of this contract.

SECTION EIGHT

TERM AND RENEWAL

8.1 Term.

8.1.1. The Term of this contract shall be effective from July 1, 2010 – June 30, 2011, unless terminated or extended in accordance with Section 5 of this contract.

8.1.2. Notwithstanding anything contained herein to the contrary, this contract is specifically subject to and conditioned upon the appropriation by the BOARD in each budget adopted during the Term of this contract of sufficient funds to meet its obligations to CAMELOT for services to be rendered under this contract.

8.2. Renewal.

This contract may be extended by agreement of the parties for up to four (4) additional one (1) year terms. If either party gives notice to the other party of its intent to renew the contract on or before April 1 of the year in which the contract is scheduled to expire, and the other party agrees to such renewal, then the term will be extended for one (1) year. There shall be no liability or penalty to the BOARD or CAMELOT for failing to renew the term of the contract.

8.3. Termination Upon Convenience or Mutual Agreement

8.3.1. This contract may be terminated prior to expiration of the term by mutual written agreement of the parties, which agreement shall state the effective termination date and any other conditions of said termination.

8.3.2. The BOARD and CAMELOT each shall also have the right to terminate, without penalty or liability, this contract at the end of any school year during the term of the contract for its own convenience provided that the terminating party shall give the other party at least ninety (90) days prior written notice of the termination date.

SECTION NINE

DEFAULT AND TERMINATION FOR CAUSE

9.1. Default by CAMELOT.

9.1.1. Each of the following shall be considered an event of default by CAMELOT under this contract:

- (a) Failure to comply with provisions of the contract for which CAMELOT is responsible;
- (b) Deliberate indifference to or careless disregard for the health, welfare and/or safety of a student or students;
- (c) Failure to provide the Level 2 employee background checks required by this contract;
- (d) Deliberate indifference to or careless disregard for maintenance of the confidentiality of student records;
- (e) Failure to maintain a license to operate in the State of Florida;
- (f) Occurrence of an Event of Insolvency with respect to CAMELOT;
- (g) Intentional and/or material falseness or inaccuracy of any warranty or representation of CAMELOT contained in this contract or in any document or report required by this contract or state regulations;
- (h) Misappropriation of any funds provided under this contract or failure to notify the BOARD upon discovery of any misappropriation;
- (i) A violation of law which results in a guilty plea, a plea of nolo contendere, or conviction of a criminal offense, by CAMELOT, its directors or employees, directly or indirectly relating to this contract and which materially threatens in any way, in the sole judgment of the BOARD, the future performance of the contract in accordance with its terms;
- (j) Failure of CAMELOT to work cooperatively and in good faith with the BOARD in all respects specified in the contract.

9.2. BOARD Remedies.

9.2.1. The BOARD agrees not to exercise any right or remedy provided for in this contract unless the BOARD shall have first provided written notice of the default to CAMELOT, and CAMELOT, for a period of thirty-five (35) business days thereafter, shall have failed to correct the default, provided, however, that no such notice shall be required if CAMELOT has temporarily or permanently ceased providing services as required hereunder. In the event of a default under subsection 9.1.1, the BOARD and CAMELOT shall agree to meet and discuss the issue. The BOARD, at its option, may waive such default or, if it is not satisfied, may terminate the contract. In the event a default under subsections 9.1.1 (b), (f), (g), (h), or (i) creates an emergency, as the BOARD shall determine in its sole discretion, CAMELOT agrees to meet and discuss the situation with the BOARD within twenty-four (24) hours of notice thereof and to diligently proceed to resolve it to the BOARD's reasonable satisfaction within forty-eight (48) hours of the meeting. CAMELOT's failure to cure the default creating the emergency within three (3) days of notice thereof shall be sufficient cause for the immediate exercise of the BOARD's rights and remedies unless the default is incapable of cure within the applicable cure period and CAMELOT has commenced and is diligently proceeding to cure such default. Failure or refusal of CAMELOT to cure a default under subsection 9.1 at the BOARD's sole option, within thirty-five (35) business days after notice is given, shall be cause for the BOARD to terminate this contract or exercise any other rights available at law or in equity unless

CAMELOT has commenced and is diligently proceeding to cure such default. Within ten (10) days after the effective date of the termination, CAMELOT shall submit an invoice for the month in which termination occurs in the manner set forth in Section 5.2.1 for submission of monthly statements.

9.2.2. Upon notice of termination from the BOARD to CAMELOT, CAMELOT shall:

- (a) Stop work under the contract on the date and to the extent specified in the notice of termination;
- (b) Place no further orders to subcontractors except as may be necessary for completion of the work not terminated; and
- (c) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination.

9.3. **Default of the BOARD.**

9.3.1. Each of the following shall be considered an event of default by the BOARD under the contract:

- (a) Failure to make timely payment of compensation due to CAMELOT, except as provided under Sections 5.3 and 5.4 of this contract;
- (b) Material failure to provide the students and resources required pursuant to this contract;
- (c) Failure of the BOARD to work cooperatively and in good faith with CAMELOT in all respects specified in the contract.

9.4. **CAMELOT Remedies.**

9.4.1. CAMELOT agrees not to exercise any right or remedy provided herein or allowed by law upon the occurrence of an event of default unless CAMELOT shall have first given notice of the default to the BOARD, and the BOARD, for a period of thirty-five (35) business days thereafter, shall have failed to correct the default. If the BOARD fails or refuses to cure such default within thirty-five (35) days after notice is given, CAMELOT may, in addition to any other rights available at law or in equity, terminate this contract unless such default is incapable of being cured within the applicable cure period and the BOARD has commenced and is diligently proceeding to cure such default. The BOARD's obligation to pay Base Compensation to CAMELOT as set forth in Section 5.1 shall not be delayed or deferred for any reason. Within ten (10) days after the effective date of the termination, Camelot shall submit its termination statement for the month in which termination occurs in the manner set forth for monthly statements.

9.5. **No Waiver.** No extension or indulgency granted by a non-defaulting party shall operate as a waiver of any of its rights in connection with this contract.

SECTION TEN

MISCELLANEOUS

10.1. **Confidentiality.** The BOARD recognizes that CAMELOT deems its policies, procedures, documents and other information provided to the BOARD by CAMELOT as confidential and the BOARD agrees that, to the extent allowed by law, it shall not release or disclose the contents of any such policy, procedure, document or other information to third parties without the express written consent of CAMELOT. The BOARD acknowledges that CAMELOT's policies, manuals, and software, expressly including its Academic and Operations

Model, are the exclusive property of CAMELOT and are protected by copyright, trademark, and other applicable laws, rules or regulations relating to intellectual property rights. The BOARD agrees it shall not permit, and acknowledges that CAMELOT will not allow, persons to review and inspect CAMELOT's model and/or programs, except as may be required to ensure CAMELOT's compliance with the terms and conditions of this contract and the lawful provision of services hereunder, unless otherwise agreed to by CAMELOT.

10.2. **License.** The parties acknowledge and agree that title to, ownership of, and all rights in patents, copyrights, and trade secrets in all the software and any copy or part of such software shall not transfer to the BOARD and shall remain in CAMELOT and/or CAMELOT's licensors. This contract is not a sale of the original or any subsequent copies of the software. The BOARD shall own its data files except to the extent any software is embedded therein. Software support services will be provided as part of The CAMELOT's agreement with NCE. As part of this agreement, NCE will install and configure the software, and provide professional development training and technical support for all CAMELOT staff. Also available will be 800 Hotline telephone support and software updates.

10.3. **Independent Contractor.** CAMELOT shall be an independent contractor and, subject to the terms of this contract, shall have the sole right to supervise, manage, operate, control, and direct the performance of the services under this contract. The personnel and staff of CAMELOT are employees of CAMELOT and shall not, for any purposes, be considered employees or agents of the BOARD. Nothing contained in this contract shall be deemed or construed to create a partnership or joint venture or to create the relationship of an employer – employee or of a principal – agent or to otherwise create any liability for the BOARD whatsoever with respect to the liabilities and obligations of CAMELOT or any other party as CAMELOT is providing a service to the BOARD. CAMELOT shall be solely responsible for (and the BOARD shall have no obligation with respect to) payment of all federal income, FICA, and other taxes owned or claimed to be owed by CAMELOT arising out of CAMELOT's association with the BOARD pursuant to this contract, and CAMELOT shall indemnify, defend, and hold the BOARD harmless from and against and shall defend the BOARD against any and all losses, damages, claims, costs, penalties, liabilities, and expenses howsoever arising or incurred or otherwise with respect to any such taxes.

10.4. **Subcontracting.**

(a) **BOARD Consent Required.** CAMELOT shall not delegate or enter into any subcontract for the performance of any of its obligations under this contract, including any portion of the services, in whole or in part, without in each instance first obtaining the written consent of the BOARD, which consent the BOARD may grant, withhold, condition, or delay in its sole discretion. Any subcontract made in violation of this Section shall be null and void.

(b) **No Change in Contractor's Obligations.** The existence of any subcontract shall not change the obligations of CAMELOT to the BOARD. CAMELOT shall be fully responsible for its subcontractors, and all subcontractors shall be bound by the same terms and conditions as CAMELOT under this contract, including without limitation, non-discrimination, warranties, confidentiality, maintenance and preservation of records, and audit by government representatives. The BOARD shall have no obligations to any subcontractors. Each subcontract shall contain a provision to the effect that subcontractor shall have no recourse to the BOARD for any payment under such subcontract.

10.5. Non-Assignment. CAMELOT acknowledges that the services related to the Camelot Program and all other services contemplated by this contract are personal services of CAMELOT. Except by a subcontract subject to Section 10.4 above, CAMELOT shall not assign this contract, or any part of this contract, or delegate performance of this contract, without the prior written consent of the BOARD, which consent the BOARD may grant, withhold, condition, or delay in its sole discretion. This contract shall be binding on the parties and their respective successors and assigns. Any purported assignment in violation of this provision shall be void and of no effect. The BOARD's consent to an assignment shall not release the assignor from any liability accrued or thereafter accruing under this contract. Any assignment shall be in writing and shall contain an express assumption by the assignee of all liability accrued or thereafter accruing under this contract. Consent by the BOARD to any assignment shall not be deemed a course of conduct, dealing, or performance with respect to any other assignment or proposed assignment. For purposes of this Section 10.5, an assignment includes the acquisition of CAMELOT, or a controlling interest therein, through an asset sale or a corporate or other merger, the appointment of a receiver or bankruptcy trustee for CAMELOT, and the transfer of this contract or CAMELOT in any bankruptcy or other insolvency-related proceeding. A receiver or trustee of or for CAMELOT in any federal or state bankruptcy, insolvency, or other proceeding concerning CAMELOT shall comply with the requirements set forth in this contract, including but not limited to this Section.

10.6. Level 2 Background Checks.

In accordance with 1012.31 and 1012.32 *F.S.*, before starting any services and at the sole cost of CAMELOT, all of CAMELOT's personnel (and each of CAMELOT's subcontractor's, employees, officers, agents, servants, volunteers, or subcontractors who will have direct contact with the district's minor children or students while performing any of the services) must submit to the district's process for criminal history background check reports, child abuse history clearance reports and for each of its employees, officers, agents, servants, volunteers or subcontractors who will have direct contact with the district's minor children or students while performing any of the services.

(a) From time to time during the term of this contract, and for a period of five (5) years after the expiration or termination of this contract, the BOARD, if any part of this contract is funded with federal funds or any of their authorized representatives (each, for the purposes of this Section, an "Auditor") may audit any and all aspects of CAMELOT's performance under this contract, including but not limited to its billings and invoices. If requested by an Auditor, CAMELOT shall submit to the Auditor and the BOARD all invoices presented for payment pursuant to this contract, all cancelled checks, materials, work product, work papers, books, records, and accounts, upon which the invoices are based, and any and all documentation and justification in support of expenditures or fees incurred pursuant to this contract. All books, invoices, vouchers, records, reports, cancelled checks, and other materials shall be subject to periodic review or audit by an Auditor.

(b) **Inspection.** All services and materials, and all sites, locations, and facilities of CAMELOT related to its performance under this contract, shall be subject to inspection and review by Auditors. Inspection and review of services and materials shall take place at the offices of CAMELOT, or in another location with the Auditor's consent. CAMELOT shall cooperate with all BOARD, state, and federal inspections and reviews conducted in accordance with the provisions of this contract. Such inspection and review

of the services and materials, including, without limitation, programs and facilities, shall be in the sole discretion of the inspecting or reviewing entity. Such inspection or review may include, without limitation, meetings with persons receiving services under the contract, review of staffing ratios and job descriptions, and meetings with any of CAMELOT's staff members who are either directly or indirectly involved in providing services or materials.

(c) Availability of Records. CAMELOT shall make available, at reasonable times during the term of this contract and for the period set forth in subsection (d) below, all records pertaining to this contract for the purpose of inspection, audit, or reproduction by any Auditor.

(d) Retention of Records. CAMELOT shall retain all records, books of account and documentation pertaining to this contract for the greater of the period required by applicable law or five (5) years following expiration or termination of this contract; if, however, any litigation, claim or audit is commenced prior to expiration of said five (5) year period, then the records shall be retained until all litigation, claims, or audit findings have been completely terminated or resolved, without right of further appeal.

10.8. **Severability.** If any provision, section, subsection, paragraph, sentence, clause, or phrase of this contract, or the application of same to any person or set of circumstances, is held to be invalid, void or unenforceable by a court of competent jurisdiction, the remaining provisions continue in full force and effect.

10.9. **Force Majeure.** Neither party shall be liable if the performance of any part or all of this contract is prevented, delayed, hindered, or otherwise made impracticable or impossible by reason of any strike, flood, 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.

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

10.11. **Authorization of Contract.** Each party represents and warrants to the other that execution of this contract has been duly authorized and that this contract constitutes a valid and enforceable obligation of such party according to its terms and in accordance with the laws of the State of Florida.

10.12. **Section Headings.** The headings of sections contained in this contract are for convenience only, and they shall not, expressly or by implication, limit, define, extend or construe the terms or provisions of the sections of this contract.

10.13. **Governing Law.** This contract shall be construed according to the laws of the State of Florida. Jurisdiction and venue for any action brought under this contract lie exclusively in Escambia County, Florida.

10.14. **Arbitration.** The parties hereby expressly agree that upon mutual agreement, the parties may submit any controversy or disagreement over interpretation of, or compliance with, the terms of this contract to binding arbitration in Escambia County, Florida, and that any judgment or decree of such arbitration proceeding shall be binding on the parties thereto.

10.15. **Counterparts.** This contract may be executed in counterparts, each of which shall be deemed an original and have the full force and effect as an original, but all of which shall constitute but one and the same instrument.

10.16. **Entire Contract.** This contract contains the entire agreement between the parties relating to the rights herein granted and the obligation herein assumed and supersedes all previous communications, representations, or agreements, either written or oral, between them, and not incorporated herein. No waiver, alteration, or modification of any of the provisions of this contract shall be binding on any party unless in writing and signed by the party against whom enforcement of such waiver, alteration, or modification is sought.

10.17. **Notices.** All notices and correspondence by either party shall be in writing and directed as follows:

To **CAMELOT:** Camelot Schools of Pennsylvania, LLC
4207 Highway 290 East
Dripping Springs, TX 78620
Attention: John Harcourt
With a copy to: Mr. Todd Bock
1435 North 26th Street
Philadelphia, PA 19121

For **BOARD:** Department of Alternative Education
1100 E. Cervantes St.
Pensacola, Florida 32501
Attention: Vickie Mathis, Director

10.18. **Illegal Activities.** No district directors, officers or employees, or other public officers shall benefit directly or indirectly from the performance of this contract. CAMELOT shall not share with any district director, officer, or employee, nor shall any district director, officer, or employee accept any portion of the compensation or fees paid to CAMELOT by the district, except in accordance with the law. CAMELOT shall disclose to the district, with each invoice submitted, the name(s) of any district director, officer(s), or employee(s), and any other public official or employee, sharing in the compensation or fee requested and the amount such officer or employee is to be paid. Any fees or compensation paid by CAMELOT to the district officers or employees in violation of the law shall be recoverable from CAMELOT as damages.

CAMELOT shall not induce, by any means, any person employed in the completion of work under this contract to give up any part of the compensation to which he or she is entitled. Further, CAMELOT shall not at any time accept or receive any form of payment, fee, compensation, or benefit of any kind whatsoever, including, but not limited to, referral or finder's fees, goods, or services offered by hospitals, physicians, psychologists, or any other recommended health care provider, for a recommendation or referral of a student to another agency or health care provider.

10.19. **Third Party Beneficiary.** Nothing contained in this contract shall be construed so as to confer upon any other party the rights of a third party beneficiary.

**CONTRACT FOR EDUCATIONAL SERVICES
BY AND BETWEEN
THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA
AND
CAMELOT SCHOOLS OF PENNSYLVANIA, LLC**

This contract entered into this 16th day of March, 2010, between **THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA ("BOARD")**, a public school district organized and existing under the laws of the State of Florida, and **CAMELOT SCHOOLS OF PENNSYLVANIA, LLC ("CAMELOT")**, a Delaware corporation shall be effective from July 1, 2010, through June 30, 2011.

BOARD:

The School Board of Escambia County, Florida

By: _____
Gerald W. Boone, Chair

Attest: _____
Malcolm Thomas, Superintendent

Date: _____

APPROVED AS TO FORM
MAR 04 2010

**GENERAL COUNSEL
ESCAMBIA COUNTY SCHOOL BOARD**

CAMELOT SCHOOLS OF PENNSYLVANIA, LLC

By: _____

Name: John Harcourt

Title: Executive Director

Date: _____

SCHEDULE OF EXHIBITS

- A – Academic and Operations Model (Program Budget)
- B – Accountability Measures for the Camelot Program
- C – Camelot’s Truancy Initiative
- D – Waiver
- E – Referral Receipt
- F – Withdrawal Notice
- G – Form of Invoice
- H – Lease Agreement
- I – Risk Management Addendum and Certification of Debarment

EXHIBIT "A"

	STAFF TITLE	NO. OF STUDENTS= 200	AVERAGE COST	TOTAL
CLASSROOM INSTRUCTION	Special Ed Teacher	3	\$45,000.00	\$135,000.00
	Math Teachers	2	\$37,000.00	\$74,000.00
	English Teachers	2	\$37,000.00	\$74,000.00
	Social Studies Teachers	2	\$37,000.00	\$74,000.00
	Science Teachers	2	\$37,000.00	\$74,000.00
	Computer Lab Teachers	1	\$33,000.00	\$33,000.00
	Phy. Ed	1	\$33,000.00	\$33,000.00
	ESOL	1	\$42,000.00	\$42,000.00
COUNSELING				
	Social Worker	1	\$35,000.00	\$35,000.00
SUPERVISION & CLERICAL SUPPORT				
	Director	1	\$70,000.00	\$70,000.00
	Principal	1	\$68,000.00	\$68,000.00
	Special Ed Coordinator	1	\$60,000.00	\$60,000.00
	Administrative Asst	1	\$30,000.00	\$30,000.00
	Facility Maintenance	1	\$23,000.00	\$23,000.00
BEHAVIORAL SUPPORT STAFF				
	Team Leaders	2	\$45,000.00	\$90,000.00
	Floater	2	\$32,000.00	\$64,000.00
TOTAL POSITIONS/SALARIES		24		\$979,000.00
BENEFITS (21%)				\$205,590.00
TOTAL (SALARIES+BENEFITS)				\$1,184,590.00
PROFESSIONAL DEVELOPMENT				\$10,000.00
EQUIPMENT-INSTRUCTIONAL				\$45,000.00
SUPPLIES-INSTRUCTIONAL				\$35,000.00
STUDENT ACTIVITIES-EXTRA CURRICULAR				\$15,000.00
CONTRACTED SERVICES-PROFESSIONAL/TECHNICAL				
FACILITY MAINTENANCE				\$55,000.00
UTILITIES				\$60,000.00
FACILITY RENT				\$214,800.00
INSURANCE				\$60,000.00
SUB TOTAL				\$1,679,390.00
MANAGEMENT FEE @ 10%				\$167,939.00
GRAND TOTAL				\$1,847,329.00
			<i>Per Student Cost</i>	\$9,236.65

EXHIBIT "B"

Accountability Measures for the Camelot Program 2010-2011

Listed below are the expected outcomes that will be included in the contract with CAMELOT. Every outcome measure listed below, with the exception of #4 (FCAT Participation), requires validation and agreement of baseline data attributable to the district for the completed 2010-2011 school year. CAMELOT agrees to measure itself using baseline outcomes gathered during the 2010-2011 school year and commits to specific improvement in the following program areas for any subsequent years of operation which may be agreed upon by the BOARD and CAMELOT.

1. Attendance – Student attendance will increase by at least five percent (5%).
2. Suspension – Out-of-school suspensions will decrease by at least ten percent (10%).
3. Achievement – FCAT scores for reading and mathematics will increase by five percent (5%) for each grade level. For attribution purposes, CAMELOT agrees to this accountability measure for those students enrolled during both the October and February FTE Survey periods and with an attendance rate of at least eighty percent (80%).
4. FCAT Participation – At least 95% of eligible students will participate in FCAT testing.
5. Successful Transition – The number of students who meet the district's criteria for transition back to their home school will increase by ten percent (10%).
6. Student Promotion – The number of students successfully promoted to the next grade will increase by at least ten percent (10%).

EXHIBIT "C"

CAMELOT's Truancy Initiative

The following explains CAMELOT's truancy initiative for the 2010-2011 academic year. CAMELOT shall ensure that it conforms to all laws, rules, and regulations relating to student attendance for all students assigned to CAMELOT, as prescribed by the district. Those written policies and rules adopted by the BOARD that govern pupil admissions, attendance, absences, in accordance with Chapter 1003, F.S. shall apply.

ATTENDANCE (Chapter 1003, F.S.)

Compulsory school attendance age now applies to students between six (6) and eighteen (18) years of age unless the parent files a notice with the school of the student's intent to terminate school enrollment. This notice of intent applies to students between the ages of sixteen (16) and eighteen (18) only. All students are expected to attend school each day except for reasons indicated under Excusable Absence.

Excusable absence includes

- that which is caused by the illness of student, serious illness, death in the family, or quarantine.
- that which has the sanction of both parents and school. This agreement should be made prior to the absence. **An absence related to vacation will not be excused.**
- that which the principal deems excusable because of unusual circumstances.
- that which recognizes absence for a religious holiday. (Prior notice of absence is required.)

Each absence must be explained. Parents or guardians are responsible for providing notification within three (3) days of the student's return to school or the absence will result in being recorded as "unexcused absence." Notification should include the student's name, the date the student was absent, the reason for the absence, and parent's or legal guardian's name. Schools may request the parent or guardian contact the school by telephone within three days or provide the written notice upon the student's return to school.

Absences related to illness or injury of the student shall be excused upon receiving notification by the parents or guardian for absences of no more than five (5) consecutive days or a total of ten (10) days in a period of ninety (90) calendar days.

Students who check in or out of school for a medical appointment should provide documentation from the medical professional upon return to the school for the absence to be excused.

Absences related to illness or injury of the student that exceed five (5) consecutive days or a total of ten (10) days in a period on ninety (90) calendar days shall require a physician's statement.

The physician's statement should indicate the student is under his/her care and the dates (or period of time) that it is medically necessary for the student to be absent. Absences related to illness or injury that exceed the number of days described above and lack a physician's statement as required shall be recorded as "unexcused absences." Any student who accumulates five (5) unexcused absences in a thirty (30) calendar day period or ten (10) days in a period of ninety (90) calendar days will be referred to an attendance child study team. The student's parent/guardian shall be notified and a parent/guardian meeting will be scheduled to identify potential remedies. Section 1003.26 F.S. (2008). This policy applies to absences from individual class periods, as well as to absences from the entire school day.

Students with excused absences will be allowed to make up all missed work. All missed work must be requested by the student/parent/guardian upon the student's return to school with an excused absence. All work assigned during a student's excused absence may be submitted without penalty upon the student's return at a time agreed to by the teacher and student but no less than the number of consecutive days absent. The principal or the principal's designee shall make a good faith effort to immediately inform a student's parent by telephone of a student's suspension and the reasons for the suspension. Each suspension and the reasons for the suspension shall be reported in writing within twenty-four (24) hours to the student's parent by United States mail. Section 1006.09 F.S. (2008). Students will receive a zero on all graded classwork/tests during unexcused absences and suspensions.

To be counted present in a class, the student must be in attendance at least half the class period. Students in attendance for any part of the school day are counted present for the day but counted absent for any classes missed. Upon request, students will be provided information regarding daily classwork within 24 hours of being suspended so the student may remain current with class assignments. Each school shall determine how the assignments are given to the student/parent. Only homework that is graded for all students will be graded for suspended students. Homework not graded for other students will not be graded for suspended students. **Suspended students who do not complete "graded" homework assignments in a reasonable amount of time subject to administrative review will receive zeroes for those assignments. With the exception of homework graded for all students, suspended students will receive zeroes for all work missed while suspended.**

Section 1003.27, F.S. requires the name of any minor with fifteen (15) unexcused absences during a period of ninety (90) calendar days to be reported to the district school board and the Department of Highway Safety and Motor Vehicles. Students reported to the Department of Highway Safety and Motor Vehicles shall have their license suspended or withheld upon making application for a license unless the department is provided with (a) proof of compliance or (b) a hardship waiver. Request for proof of compliance or a hardship waiver should be made to the school social worker within fifteen (15) days from the date of receipt of the notice of intent to suspend the license.

Should the request for a hardship waiver be denied by the principal or the principal's designee, the student, parent or guardian may request to appeal that decision to the School Board. Requests to appeal the school's decision regarding a hardship waiver shall be made in writing and submitted to the Office of School Social Workers, 30 East Texar Drive, Pensacola, Florida, 32503.

Unexcused Absences

An unexcused absence is an unauthorized absence from the school. Consequences include the following:

- **First Unexcused Absence** – student's parent or guardian will be notified and informed of the consequences of any further unexcused absences from school.
- **Second Unexcused Absence** – If a student is on probation, the student's probation officer will be contacted. The student's parent is sent written notification that the student is receiving a citation.
- **Third Unexcused Absence** – CAMELOT will file a complaint against the student and the student shall be prosecuted as a truant.

Tardiness

Each school shall develop a written tardy policy which will encourage on-time arrival to school and class. Students cannot be suspended for tardiness or truancy as per Section 1006.09 (1), F.S. All students are required to enter the school facility within one (1) hour after school officially begins. Any student who comes to school after such time will be required to provide documentation that identifies the student's name, reason for tardiness, and the telephone number and signature of the parent/legal guardian or health care professional. Each note is subject to review by the CAMELOT School Administrator to determine if the tardy is excusable. Any student who does not enter the school facility by the prescribed time with documentation from a parent or guardian will be considered tardy. Students who continuously arrive tardy to school, will be subject to counseling and/or a citation.

Awarding Credits

A student who misses more than five (5) days during a semester must demonstrate mastery in one of the following methods to be eligible to earn credit:

- 1) earn a passing grade on the semester exam that when averaged with the two grading periods is 60 percent or higher for the course; or
- 2) earn a course average of 70 percent or higher.

A student who has not been in attendance for the required number of days and does not demonstrate mastery by one of the two methods listed above will have a maximum of a 59 recorded in academic history for that course. Section 1003.428 (4), 1003.436 F.S.

Religious Holiday

Students shall receive an excused absence for an absence related to the observance of a religious holiday per Section 1002.20 F.S. (2008). The observance of the holiday shall be consistent with the tenets of the student's religion. Parents/guardians shall provide written notice of the observance prior to the absence. A note shall not be required upon the student's return to school. Students shall not receive any adverse effect for an absence related to the observance of a religious holiday and shall be allowed to make up any work missed as the result of the absence.

Truancy – See Chapter 1003, F.S. (2008)

1. Each parent/guardian is responsible for his/her child's school attendance as required by law. Whenever a child of compulsory school attendance age is absent without the permission of the person in charge of the school, the parent/guardian of the child shall report and explain the cause of such absence as soon as practical after learning of such absence.
2. If a student under the age of eighteen (18) is absent from school without valid reason, the parent shall be given written notice requiring that the child be in attendance at school within three (3) days from the date of the notice. Failure to comply with such notice may subject the parents to criminal prosecution.
3. Students who become habitual truants shall be dealt with according to the provisions of Section 1003.27 and Chapter 39, F.S.
4. During the school day, students between the ages of six (6) and eighteen (18) who are not in school or under the supervision of an adult shall be transported to school when found by law enforcement.

Law Enforcement Officers and the Truant Child

A law enforcement officer is authorized to take a child into custody when such officer has reasonable grounds to believe that the child is truant. 984.13, F.S. (2008).

Make-Up Work Procedures

All students will be given the opportunity to complete work missed or make-up computer time resulting from all absences, **as long as the student has brought documentation to excuse their absence. Once proper documentation has been verified, it is the responsibility of each student to approach his or her teacher to make-up missed work.** Students will have the number of days equal to the number of days of absences to complete missed work. The time allowed to complete missed computer time during absences will be determined by the classroom teaching staff. Failure to turn in work or complete work within the timeframe provided may result in the student receiving no credit for the work missed.

EXHIBIT "D"

Parental Waiver and Consent for Student Transfer to the Camelot School

I _____ am the parent/legal guardian of

_____.

I hereby give my consent for him/her to be transferred from his/her regular school assignment to attend the Camelot school located at 401 Brigadier Street, Pensacola, Florida, 32507.

I understand that I must attend an orientation session with my child before he/she is enrolled at the Camelot school.

I understand and agree that my child/ward will be assigned to the Camelot program for up to 180 days of attendance.

I understand and agree that my child/ward must wear a school uniform while attending the Camelot school.

I understand that the Camelot program requires the cooperation and participation of both enrolled students and their families and by my signature agree to support

_____ success while he/she is enrolled at Camelot.

I understand that if my child/ward currently has an IEP, the IEP will be implemented in the Camelot Program. If my child/ward is currently in the process of an evaluation for consideration as a student with a disability, the evaluation will continue in the Camelot Program.

Signature _____ (parent/guardian)

Date: _____

Address: _____, FL _____
Street City Zip Code

Telephone Number: (850) _____ (home)

_____ (cell)

_____ (alternate)

EXHIBIT "E"

REFERRAL RECEIPT

Receipt Date _____

Student Name: _____ Student ID# _____

Address _____

Information Required (X indicates received)

___ Report cards for current and prior year ___ Health Immunization Records

___ Attendance Rates for prior semester ___ Discipline Records

___ FCAT/ other required state assessments

___ Waiver ___ IEP

___ Staffing Eligibility Report (Exceptional Education Student)

___ Evidence of compliance with due process (if no Waiver and/or Staffing Eligibility Report)

___ 504 Plan

___ Transcript (High School only)

Please provide any missing information immediately.

Thank you,

Camelot Admissions Director

EXHIBIT "F"

WITHDRAWAL NOTICE

Date _____

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Vickie Mathis, Director
Department of Alternative Education
1100 E. Cervantes St.
Pensacola, FL 32501

Please be advised that (student name and ID number) residing at
(address), whose age is sixteen (16) or older is being hereby withdrawn from the Camelot
Program due to one or more of the following:

- ___ Twenty (20) or more consecutive unexcused absences
- ___ Twenty (20) cumulative unexcused absences within forty five (45) days
- ___ Incomplete referral information

This student will no longer be enrolled in the Camelot Program as of three (3) days from the date
of this letter. Please immediately notify the student where he or she should report to school
beginning on _____.

Sincerely,

Camelot Admissions Director



Camelot Schools
believe - trust - achieve

1. INVOICE

The Camelot Schools of PA, LLC
Believe- Trust- Achieve

INVOICE # L-07-09
DATE: JULY 1, 2010

4207 HWY 290 East
Dripping Springs, TX, 78620
Phone 512-858-9900 Fax 512-858-9901
tbock@thecamelotschools.com

1.1. TO Attention: Vickie Mathis
Escambia County School District
1100 E. Cervantes St.
Pensacola, FL 32501
850-595-6085, ext. 236

1.2. SHIP Todd Bock
1.3. TO The Camelot Schools of PA,
LLC
4207 HWY 290 East
Dripping Springs, TX 78620
17-475-6988

SAMPLE

1.4.

1.5.

DESCRIPTION
INVOICE FOR THE MONTH OF: July, 2010
SERVICES TO STUDENTS At: Camelot Program
PURSUANT TO THE MASTER OPERATING CONTRACT BY AND BETWEEN THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA AND THE CAMELOT SCHOOLS OF PA, LLC.
Total: \$00,000.00

TOTAL INVOICE \$00,000.00

Make all checks payable to The Camelot Schools of PA, LLC
THANK YOU FOR YOUR BUSINESS!

EXHIBIT "H"

**Exhibit "H" - Lease Agreement
This item will be submitted to
the Board in April.**

EXHIBIT "H"

**Exhibit "H"- Lease Agreement
This item will be submitted to
the Board in April.**

EXHIBIT "H"

**Exhibit "H"- Lease Agreement
This item will be submitted to
the Board in April.**

**Certification Regarding Debarment, Suspension, Ineligibility and
Voluntary Exclusion - Lower Tier Covered Transactions**

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification of all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NAME OF APPLICANT <i>Sumner M - Camelot</i>	AWARD NUMBER AND/OR PROJECT NAME
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE <i>Edward C. Irby, Jr. COO</i>	
SIGNATURE <i>Sumner M</i>	DATE <i>2-26-10</i>

ED 80-00014, 9/90 (Replaces GCS-009 (REV. 12/88), which is obsolete)