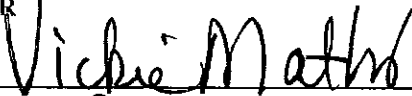



<b>THE SCHOOL DISTRICT OF ESCAMBIA COUNTY</b> Curriculum & Instruction/Human Resource Services/ Risk Management		<b>SCHOOL BOARD AGENDA</b> <b>EXECUTIVE SUMMARY</b>	
<b>TITLE</b> Second Amendment to the Charter Contract Between The School Board of Escambia County, Florida and Escambia Charter School of Excellence, Inc. D/B/A A. A. Dixon Charter School of Excellence		<b>SUBMITTED BY:</b>  VICKIE MATHIS DIRECTOR, ALTERNATIVE EDUCATION	
<b>PERIOD OF GRANT/ CONTRACT/ REQUEST</b>  October 21, 2011 – June 30, 2013	<b>FUNDING SOURCE</b> FEFP-95% , Title I, Charter School Startup Grant	<b>PROJECT COORDINATOR AND DEPARTMENT</b> PAUL FETSKO ASSISTANT SUPERINTENDENT CURRICULUM AND INSTRUCTION	
<b>AMOUNT OF FUNDING REQUEST</b> 0		<b>TOTAL PROJECT</b> 0	
<b>PURPOSE</b> To amend the following sections of the original charter contract approved by the BOARD on April 20, 2010: Section 1.3 – Term and Effective Date Section 1.3.5 – Alternate Charter Term Based on Attainment of Certain Standards			
<b>IMPLEMENTATION PLAN</b> This item represents the agreement between the BOARD and the School's Board related to the following: 1. The academic recovery of the School given the 2010-2011 school grade of 'F' based on FCAT scores. 2. The financial stability of the School given the findings of the 2010-2011 audit of the School's financial statements and its Corrective Action Plan (CAP) approved by the BOARD on September 20, 2011.			
<b>ARTICIPATING SCHOOLS/AGENCIES</b> A. A. Dixon Charter School of Excellence School District of Escambia County			
<b>ACTION REQUIRED</b> Board approval			
<b>STRATEGIC ALIGNMENT</b> <b>PILLAR: Quality</b> <b>Goal Q.1: To increase rigor at all levels</b> <b>Measurable Objectives:</b> Q.1.1. Increase the percentage of students making a learning gain in reading and/or mathematics as measured by state mandated tests. Q.1.2. Increase the percentage of students scoring Achievement Level 4 and 5 as measured by the FCAT. Q.1.3. Increase the percentage of second grade students reading on grade level. <b>Goal Q.3: To improve the culture and environment of the school district through clear articulation of high expectations for all stakeholders</b> <b>Measurable Objectives:</b> Q.3.3. Decrease the number of schools graded below a "C" as measured through Florida's school grading rubric. <b>PILLAR: Finance</b> <b>Goal F.1: To increase fiscal efficiencies while maintaining good stewardship of the District's fiscal assets</b> <b>Goal F.3: To improve transparency of financial information to all stakeholders</b>			
DIRECTOR 		DATE 10/4/11	DATE OF BOARD APPROVAL
ASSISTANT SUPERINTENDENT 		DATE 10/4/11	

**SECOND AMENDMENT TO THE CHARTER CONTRACT  
BETWEEN  
THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA  
AND  
ESCAMBIA CHARTER SCHOOL OF EXCELLENCE, INC.  
D/B/A  
A. A. DIXON CHARTER SCHOOL OF EXCELLENCE**

This Second Amendment to Charter Contract is entered into between the School Board of Escambia County, Florida, "SCHOOL BOARD," and the Escambia Charter School of Excellence, Inc., d/b/a A. A. Dixon Charter School of Excellence, "CHARTER SCHOOL."

WHEREAS, the parties have previously entered into a Charter School Contract, which became effective as of July 1, 2010 ("Charter Contract"), for the operation of a charter school known as A.A. Dixon Charter School of Excellence; and

WHEREAS, the Charter Contract was amended, effective July 1, 2011 ("First Amendment") (the Charter Contract and First Amendment will be referred to collectively herein as the "Amended Charter Contract."); and

WHEREAS, the parties now desire to amend the Amended Charter Contract; and

WHEREAS, Section 1002.33(7)(c), Florida Statutes (2011), and Section 1.4 of the Charter Contract provide that the Amended Charter Contract may be amended by mutual written agreement of the parties.

NOW, THEREFORE, for and in consideration of the mutual covenants and premises contained herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby amend the Amended Charter Contract as follows:

1. Section 1.3 of the Amended Charter Contract shall be amended as follows:

1.3 **Term and Effective Date:** Except as otherwise set forth in Section 1.3.5, below, this Charter shall remain in effect July 1, 2010, through June 30, 2013.

2. Section 1.3.5 is hereby created as follows:

1.3.5 **Alternate Charter Term Based on Attainment of Certain Standards:** The parties recognize that there is a need to provide an alternative Charter term in order to increase accountability and to ensure that the CHARTER SCHOOL is making adequate academic and financial progress.

(a) Notwithstanding the term set forth in Section 1.3, above, and the procedures for renewal and termination set forth in Sections 1.5 and 1.6, below, the term of this Charter shall end on June 30, 2012 ("Alternative Charter Term"), if the following standards ("Standards") are not met, subject to Section 1.3.5(b), below:

(i) The CHARTER SCHOOL's Governing Board Chair or designee will meet monthly with the Superintendent, or designee, to discuss financial and academic progress of the CHARTER SCHOOL and any outstanding issues. The date of the meeting will be mutually acceptable, and the Governing Board Chair or designee will bring along the minutes of the latest Governing Board meeting as part of the discussion.

(ii) The CHARTER SCHOOL's principal will give a monthly written financial and academic status update to the SCHOOL BOARD at the SCHOOL BOARD's monthly Workshop, and shall discuss its contents with the SCHOOL BOARD at that time. This written monthly update shall include full disclosure of any contractor or consultant providing services to the CHARTER SCHOOL, including the name of the provider, the services being provided, the cost to the CHARTER SCHOOL (including a statement of hourly rates), dates and times of services, the names of all persons participating in the provision of such services, etc. This will be in addition to the CHARTER SCHOOL's Quarterly Reports to the SCHOOL BOARD.

(iii) The CHARTER SCHOOL will not increase its negative fund balance as set forth in the Financial Corrective Action Plan ("CAP") for the School which was approved by the CHARTER SCHOOL's Governing Board on September 1, 2011 and by the SCHOOL BOARD September 20, 2011.

(iv) The CHARTER SCHOOL will not make any changes to the CAP without first discussing those changes with School District staff. The CHARTER SCHOOL has terminated its contractual relationship with EdFutures, Inc. for management services. It does not have, nor does it currently intend to enter into, any contractual relationship with an educational management company, and no funds will be expended toward services of such a management company. It is the intention of the parties that any future contract for such services would require affirmative action by both the CHARTER SCHOOL and the SCHOOL BOARD to further amend the Charter.

(v) The CHARTER SCHOOL scores better than an "F" grade on the FCAT.

(b) Attainment of the foregoing Standards and the application of the Alternative Charter Term are subject to timely payment to the CHARTER SCHOOL, in accordance with State and Federal law, all State, Title I, IDEA, and Charter School Program Start-Up Grant funds for which the CHARTER SCHOOL is eligible, and for which correct and complete documentation (applications, agreements, proofs, etc.) have been timely submitted as required.

(c) In the event that the Alternative Charter Term is applied, the CHARTER SCHOOL shall close in accordance with Section 1002.33(9)(e), Florida Statutes, and the SCHOOL BOARD will assist the parents of the students at the CHARTER SCHOOL to find the most appropriate public school placement for their children in the 2012-13 School Year.

3. All other provisions of the Amended Charter Contract remain in full force and effect. To the extent that the modified provisions in this Second Amendment conflict with the Amended Charter Contract, the provisions of this Second Amendment shall control.


IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed by their duly authorized agents, effective as of the last date written below.

**CHARTER SCHOOL:**


Escambia Charter School of Excellence, Inc.,  
d/b/a A.A. Dixon Charter School of Excellence

**SCHOOL BOARD:**

The School Board of Escambia County,  
Florida

By:   
Lu Timothy May, Chair

By: \_\_\_\_\_  
Gerald W. Boone, Chair

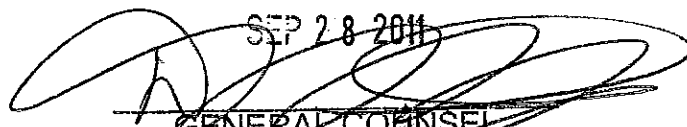
Attest:   
Kim G. MacQueen, Secretary

Attest: \_\_\_\_\_  
Malcolm Thomas, Superintendent

Date: 9/29/11

Date: \_\_\_\_\_

APPROVED FOR LEGAL CONTENT  
FOR October 2011 AGENDA

  
SEP 28 2011  
GENERAL COUNSEL  
ESCAMBIA COUNTY SCHOOL BOARD