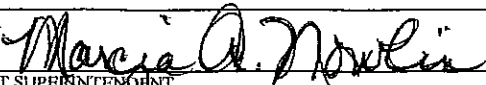
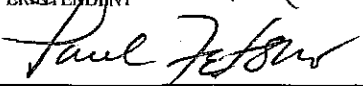


THE SCHOOL DISTRICT OF ESCAMBIA COUNTY Curriculum & Instruction/Human Resource Services/ Risk Management		SCHOOL BOARD AGENDA EXECUTIVE SUMMARY	
SES Transportation Amendment To No Child Left Behind Act 2001 Supplemental Educational Services Contractual Agreement School Year 2011-2012 (100 Scholars)		SUBMITTED BY: Marcia Nowlin, Director of Title I	
PERIOD OF GRANT/CONTRACT/REQUEST October 18, 2011-April 15, 2012	FUNDING SOURCE Title I Part A School Choice	PROJECT COORDINATOR AND DEPARTMENT Marcia Nowlin -Title I	
AMOUNT OF FUNDING REQUEST - Is amount more, less or same as last year? (Explain differences at end of Purpose section if additional space is required) \$1182 per pupil		TOTAL PROJECT - Is amount more, less or same as last year? 15% of the 2011-2012 Title I Allocation is designated for this purpose. Project: Supplemental Education Services Project #: 5700 yr. 11 Amount: Up to \$2,404,409.45	
PURPOSE This Agreement amends the contract approved September 20, 2011 as VA #5 to add Transportation Services with Supplemental Educational Services (SES). Provider: 100 Scholars			
IMPLEMENTATION PLAN This Agreement replaces the transportation section of the SES contract approved September 20, 2011. The provider will purchase transportation services from the school district.			
PARTICIPATING SCHOOLS/AGENCIES			
C. A. Weis Elementary Montclair Elementary Oakcrest Elementary O.J. Semmes Elementary Lincoln Park Elementary Warrington Elementary West Pensacola Elementary Ensley Elementary Myrtle Grove Elementary		Jim Allen Elementary Navy Point Elementary Holm Elementary Sherwood Elementary Brentwood Elementary Woodham Middle Warrington Middle Bellview Elementary	
ACTION REQUIRED Accept contract			
STRATEGIC ALIGNMENT - Include number and definition of Goal and Objective. Goal Q.1: To increase rigor at all levels Measurable Objectives: Q.1.1. Strengthen existing academics through differentiated instruction and increased use of data as measured by a district developed teacher survey collected in the spring of each year. Q.1.2. Increase the number of students scoring Achievement Level 4 and 5 as measured by the FCAT. Q.1.3. Increase the percent of second grade students reading on grade level.			
DIRECTOR 		DATE 9/22/11	
ASSISTANT SUPERINTENDENT 		DATE 9-22-11	DATE OF BOARD APPROVAL

**No Child Left Behind Act of 2001
Supplemental Educational Services Contractual Agreement
School Year 2011-2012**

SES TRANSPORTATION SERVICES AMENDMENT

1. Scope. The School Board of Escambia County, Florida ("School Board" or "School District") and 100 Scholars ("Provider") hereby modify and amend the No Child Left Behind Act of 2001 Supplemental Educational Services Contract Agreement School Year 2011-2012 ("Agreement") previously made and entered into by the Parties as follows:
 - a. The language of Paragraph IV. C. of Agreement ("Transportation will not be provided by the District") is hereby deleted.
 - b. The language in Paragraphs 2. - 22. herein is inserted in the place of the deleted language.
2. Services. When transportation services offered by DISTRICT have been requested and accepted by an SES Provider (PROVIDER), DISTRICT shall furnish, operate, and maintain school buses of sufficient number for the transportation of students participating in SES programs at DISTRICT schools under these terms and conditions.
3. Days of Service. Transportation services provided in support of SES services will be provided on Tuesdays and Thursdays according to a schedule agreed to separately by DISTRICT and PROVIDER from school to bus stops designated by DISTRICT.
4. Insurance. DISTRICT coverage shall include insurance appropriate to the level of risk associated with the transportation of students.
5. Permits and Licenses. DISTRICT shall secure and maintain valid permits and licenses that are required by law for the execution of this Amendment as they relate to student transportation.
6. Subcontracting. DISTRICT may subcontract any of its rights, burdens, duties, or obligations under this Amendment. DISTRICT will advise PROVIDER of such subcontracting.
7. Independent Contractor. While engaged in carrying out and complying with the terms and conditions of this Amendment, DISTRICT is an independent contractor, and not an officer, agent, or employee of PROVIDER.
8. Force Majeure. DISTRICT shall be excused from performance of this Amendment during the time and to the extent that it is prevented from performing in the customary manner by an act of God, fire, flood, war, riot, civil disturbance, terrorism, epidemic, quarantine, strike, lockout, labor dispute, labor shortage, oil or fuel shortage, freight embargo, rationing or unavailability of materials or products, loss of transportation facilities, commandeering or equipment, materials, products, plants, or facilities by the Government, or any other occurrence which is beyond the control of DISTRICT, when satisfactory evidence thereof is presented to PROVIDER.

[Handwritten signature]

9. Routing and Scheduling. DISTRICT shall design and establish routes, schedules, bus stops, and bus loads at its sole discretion.
10. Bus Maintenance. DISTRICT shall provide bus maintenance services at no additional charge to PROVIDER.
11. Bus Dispatch Services. DISTRICT shall provide dispatch services at no additional charge to PROVIDER.
12. Fuel. The DISTRICT shall pay for all fuel utilized to service this Amendment.
13. Out-of-District Students. DISTRICT will provide transportation services for students from their zoned schools only. The zoned school is the school that serves the student's permanent home address, not necessarily the school the student attends on a daily basis.
14. ESE Students. Special ESE services and accommodations are not provided for SES students.
15. District's Personnel. All DISTRICT personnel assigned to perform under this Agreement shall be assigned at the sole discretion of DISTRICT. Route managers shall operate under the exclusive guidance of DISTRICT Director of Transportation. PROVIDER waives all recourse relating to the performance of DISTRICT personnel.
16. Invoice Calculation Dates. The "initial calculation date" is the date calculations are made for advance payment invoicing each semester. The "stabilization calculation date" is the date routes and rosters are considered stabilized and calculations are made for final payment invoicing each semester. DISTRICT shall exercise sole discretion in the selection of invoice calculation dates. Calculation dates will not be announced in advance.
17. SES FOCUS Software Application. DISTRICT's SES FOCUS software application will be the reference for determining ridership for invoicing. Rider data contained in FOCUS on the invoice calculation dates will be considered official whether students are being transported on those dates or not, and whether PROVIDER is providing tutoring services at facilities indicated in FOCUS on those dates or not. PROVIDER is solely responsible for maintaining rosters and student data in FOCUS.
18. Rosters and Roster Deadlines. Only students indicated in DISTRICT's SES FOCUS software application as receiving transportation services will receive those services. The deadline for finalizing student transportation requirements in FOCUS is September 15 for 1st Semester services, and the last day of 1st Semester SES services for 2nd Semester services. Students added to transportation rolls in FOCUS after those dates likely will not receive transportation until the second week of SES tutoring.



19. Rate and Payment for Bus Services. PROVIDER shall pay to DISTRICT for bus services rendered under this Amendment as follows:

a. Rate for Bus Services. \$65 per hour, rounded to the next hour for each school bus providing transportation service at the school where PROVIDER operates, for at least ten (10) sessions each semester whether PROVIDER conducts tutoring services for all ten sessions or not.

b. Calculation of Transportation Hours. Transportation hours will be calculated based on data in FOCUS on initial and stabilization calculation dates.

c. Bus Services Cost Apportionment. If more than one PROVIDER at the school contracts for DISTRICT transportation services, the total invoice amount for bus services at the school will be divided proportionately between providers according to the number of students indicated as receiving transportation services in FOCUS on initial and stabilization calculation dates. If a bus serving SES students also provides transportation services for students participating in a DISTRICT-operated after-school program, the rate shall be divided between SES providers only. Additional buses shall not be placed into service in order to provide transportation services for DISTRICT-operated after-school programs at PROVIDER expense.

d. Payment for Bus Services.

(1) 1st Semester Advance Payment. PROVIDER shall pay to DISTRICT an advance payment commensurate with the expected amount due for bus services to be provided through December. The amount of the advance payment will be calculated by the Transportation Department according to the number of students designated for transportation on PROVIDER's roster of students in the SES FOCUS software on the initial calculation date.

(2) 2nd Semester Advance Payment. PROVIDER shall pay to DISTRICT an advance fee commensurate with the expected amount due for bus services provided through May. The amount of the advance payment will be calculated by the Transportation Department according to the number of students designated for transportation on PROVIDER's roster of students in the SES FOCUS software on the last day of 1st Semester SES services. Overpayments and uncollected underpayments for 1st Semester services will be applied to the 2nd Semester advance invoice.

(3) Final Invoicing. Final invoices will be sent to PROVIDERS each semester for any additional amounts due based on calculations DISTRICT makes after routes and rosters have stabilized. In the event sums are due to PROVIDER due to overpayment for services by the end of the 2nd Semester, DISTRICT will submit payment to PROVIDER. In the event PROVIDER ceases or curtails its requirement for SES transportation services for any reason during any semester, advance payment for services shall not be refunded.

20. Rate and Payment for Route Planning and Maintenance. PROVIDER shall pay to DISTRICT for route planning and maintenance services rendered as follows:

a. Rate for Route Planning and Maintenance. \$500 per school, payable to DISTRICT for routing buses at schools at which SES providers operate. These monies will be collected by DISTRICT so they can be distributed to Transportation route managers who plan and maintain SES routes outside of the scope of their regular work duties, pay structure, and regular full day of work.

b. Route Planning and Maintenance Cost Apportionment. If DISTRICT provides transportation services for more than one SES provider at a school, regardless of the number of students, the rate shall be divided equally among the providers serving that school. The rate shall be apportioned between SES providers only whether the DISTRICT provides concurrent after-school services at the school, or not.

c. Payment for Route Planning and Maintenance.

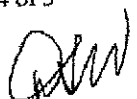
(1) 1st Semester Advance Payment. PROVIDER shall pay to the DISTRICT \$250 per school for route planning and maintenance for services to be provided through December, or the appropriate portion of that amount as described above. The amount of the route planning and maintenance invoice will be calculated by the Transportation Department according to data derived from PROVIDER's student rosters in the SES FOCUS software on October 1.

(2) 2nd Semester Advance Payment. PROVIDER shall pay to the DISTRICT \$250 per school for route planning and maintenance for services to be provided through May, or the appropriate portion of that amount as described above. The amount of the route planning and maintenance invoice will be calculated by the Transportation Department according to data derived from PROVIDER's student rosters in the SES FOCUS software on the last day of 1st Semester services.

(3) Final Invoicing. Final invoices will be sent to PROVIDERS each semester for any additional amounts due based on calculations DISTRICT makes after routes and rosters have stabilized. In the event sums are due to PROVIDER due to overpayment for services by the end of the 2nd Semester, DISTRICT will submit payment to PROVIDER. In the event PROVIDER ceases or curtails its requirement for SES transportation services for any reason during any semester, advance payment for services shall not be refunded.

21. Late Charges. Late charges as indicated on the invoice shall apply. Additionally, any sums due to DISTRICT not paid by July 1st following the billing period may be submitted for collection and PROVIDER shall forfeit any opportunity for continued service with DISTRICT.

22. Withholding of Services. Transportation services will be withheld if payments are not received by the due dates, or if PROVIDER fails to satisfy the terms of this Amendment. Once paid, monies are non-refundable except as provided above.



FOR THE PROVIDER:

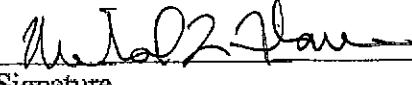
Signed and effective this 22 day of August, 20 11

Name of Supplemental Educational Service Provider: 100 Scholars

PO BOX 163005, Austin TX 78716

Tax Identification Number: 41-2209348

Supplemental Educational Service Provider Authorized Representative:

Michael Flowers 
Print Name Signature


FOR THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA:

Signed and effective this _____ day of _____, 20 _____

Gerald W. Boone, Chair

Attest: _____
Malcolm Thomas, Superintendent

APPROVED FOR LEGAL CONTENT
FOR Oct 20 11 AGENDA

OCT - 3 2011

GENERAL COUNSEL
ESCAMBIA COUNTY SCHOOL BOARD

