Pinellas County Schools

Regular School Board Meeting

Tuesday, January, 15, 2013 10:30 AM

Vision:
100% Student Success

301 Fourth Street SW
Largo, FL 33770

https://www.pcsb.org

Mission:
"Educate and prepare each student for college, career and life."

(Public Comments will begin 30 minutes before the beginning of each regular Board Meeting.)

Agenda

I. Amendments to the Agenda

II. Invocation

1. Father Jim Carter, St. Dunstan's Episcopal Church,10888 126th Ave. N., Largo 33778

III. Pledge of Allegiance

A. National Anthem

B. A Pal on Patrol: PCS Police Officer Makes Friends at Eisenhower Elementary School

IV. Introduction of Professional and Community Organization Reps

A. Melanie Marquez, Public Information Officer

V. Presentation by Student Rights and Responsibilities

A. Seminole Vocational Education Center

VI. Public Comments on Agenda Items

VII. Adoption of Agenda

VIII. Special Order Agenda

IX. Unfinished Business

1. Public Hearing to Consider the Amendment to Policy 5330 – USE OF MEDICATIONS (This is the Second Reading.) 7
   - Unfinished Business - Policy 5330 Use of Medications (2nd Read) (PDF)

2. Public Hearing to Consider the Amendment to Policy 2470 - Education of English Language Learners (ELLs), Policy 5410.01 - Required Core Curriculum/Promotion/Retention/ Acceleration – Elementary, Policy 5410.02 - Regular Program Core Curriculum/Promotion/Retention/ Acceleration - Middle School, Policy 5420.02 - Reporting Student Progress - Middle School, Policy 5420.03 - Reporting Student Progress and Class Ranking - High School, Policy 5430 - Class Rank, Policy 5455 - Florida's Bright Futures Scholarship Program, Policy 5460 - Graduation Requirements, Policy 5463 - Credits from Other Schools, and Policy 5465 - General Education Development (GED) Tests (This is the Second Reading.) 10
   - Unfinished Business - Various Student Progression Plan policies (2nd Read) (PDF)

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   - Regular Meeting 12-11-12 (PDF)
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   - Jan 15 2013 FINAL HR Board Agenda Sets A & B (PDF)

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   - appraisal (PDF)
   - Powerpoint Presentation - Evaluation Update -121112 (PDF)
   - Talking Points - PCS Instructional & Building Administrator Eval. (PDF)
   - Submission to DOE - Recommendation for 2012-2013 Teacher Eval. (PDF)

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   - image2012-12-13-150857 (PDF)

5. Request Approval of the Recommendation to Dismiss Mr. Kyle Gibson, Teacher, Employed at Pinellas Secondary School 181
   - Gibson Kyle charge letter dismissal (PDF)

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   - Financial Statements (October 2012) (PDF)

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10. Request Approval of 2011/2012 School Safety and Security Self-Assessment 222
- 2012bpi OPPAGA (PDF)

11. Request Approval of the Renewal of the Agreement with SCI Funeral Services of Florida, Inc. to Permit Continued SCI Access Across a Portion of the School District's V-6 Site 256
- SCI Funeral Services (PDF)

12. Request Approval of the Renewal of the Agreement with Ruth Eckerd Hall, Inc. 265
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- Blue Jays Agreement (PDF)

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- NewStart -Enterprise High Agreement (PDF)

XII. New Business

A. Items Introduced by Superintendent

B. Items Introduced by School Board Attorney

C. Items Introduced by the Board

D. Review of Board Requests

E. School Board Meeting Evaluation

XIII. Adjournment

1. The above listed recommendations to the School Board of Pinellas County are submitted for consideration and approval at the meeting of January 15, 2013. _____ Superintendent of Schools

2. Public Participation

Public Comments/Meeting Procedures

The Board welcomes public comment. For those who wish to speak to the Board, please note the following:

You are given three separate opportunities to speak. The first is during "Public Comment" on a topic not included in the agenda but pertaining to the general business of the district. The second is on one or more agenda items, and this opportunity occurs prior to the adoption of the agenda by the Board. The third is at public hearings, such as budget hearings, and second readings on Board policy, when you are able to speak to the Board before it takes action.

In each case, (1) you must register to speak with the superintendents designee at the entrance to the meeting room as described below; (2) you will be called in the order you registered with the superintendent's designee or as announced by the chairperson; (3) you will be allotted three (3) minutes, which may only be extended with the approval of the chairperson; and (4) you may not yield your time to any other person. To avoid repetition, speakers supporting or opposing the same issue are encouraged to designate a spokesperson and have the spokesperson request that members of the audience supporting the position stand during the presentation.

If you wish to speak to agenda items, you must register prior to the time the last speaker on agenda items concludes his or her comments. If you wish to speak during the Public Comment period, you must register prior to the time the last speaker during that period concludes his or her comments. If you wish to speak during a Public Hearing, you must register prior to the time the last speaker during the Public Hearing concludes his or her comments.

The following additional procedures apply depending upon the specific speaking opportunity:

1. Public Comment. Thirty (30) minutes will be set aside immediately preceding each regular meeting for presentations from the audience on matters not covered by items on the agenda (excluding employee discipline), but which pertain to the general business or operation of the Board or Distrct. The Board will not act on or respond to any matter you may raise during your presentation, except to correct inaccuracies. If the number of speakers who sign up cannot be accommodated during the thirty (30) minute period, the remaining speakers will be given an opportunity to speak after the adjournment of the meeting. In addition, other speakers may sign up to speak before adjournment of the regular meeting or until the last registered speaker has finished, whichever is later.

2 Numbered Agenda Items. Time will be set aside immediately preceding adoption of the agenda during each regular meeting for you to address numbered agenda items. You may address as many agenda items as you wish during your three (3) minute period, other than items pertaining to employee discipline.

3. Public Hearings. Time will be set aside at each public hearing for you to speak on the agenda item. You must confine your comments to the agenda item.

Regulation of Disruptive Speech

Board meetings are a limited open forum for First Amendment purposes, and your exercise of your First Amendment right of free speech in that context will be recognized and protected, subject to reasonable restrictions as to time, place, and manner. Applause is permitted only when awards are granted.

To ensure the expeditious and orderly process of Board meetings, the Chairperson may:

1. Interrupt or terminate a speaker when his/her statement is not relevant, exceeds the time allotted, or is abusive, threatening, defamatory, obscene, profane, loud, interruptive, or otherwise of a disruptive or disorderly nature; and
2. Order the removal of any person interfering with the expeditious or orderly process of the meeting, provided the Chairperson has first issued a warning that continued interference with the orderly processes of the meeting will result in removal.

Nothing herein is intended, nor shall anything be construed, to limit or restrain negative, positive, or neutral comments about the manner in which Board employees, agents, the Superintendent, and Board members carry out their duties in public employment or office.

Recording of Board Meetings

Recordings are permitted under the following conditions:

1. No obstructions are created between the Board and the audience.
2. No interviews are conducted in the meeting room while the Board is in session.
3. No commentary, adjustment of equipment, or positioning of operators is made that would distract either the Board or members of the audience while the Board is in session.

Revised9/27/12

01/15/13 10:30 AM
Regular School Board Meeting
301 Fourth Street SW
Largo, FL 33770

Pinellas County Schools

ADOPTED

REQUEST FOR APPROVAL (ID # 3796)

January 15, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

FROM: MICHAEL A. GREGO, Ed. D., SUPERINTENDENT

SUBJECT: Public Hearing to Consider the Amendment to Policy 5330 – USE OF MEDICATIONS (This is the second reading.)

BACKGROUND:
This is the second reading of the proposed amendment to policy. A change was made since the first reading reinstating the Parent Notification Letter for student BMI screening results (Chapter 3, page 19).

Policy 5330 – USE OF MEDICATIONS is being amended to reflect changes to the SCHOOL HEALTH SERVICES MANUAL which is incorporated as policy. Proposed changes are based on Florida State Statutes, Centers for Disease Control (CDC) Guidelines, Florida Department of Health and Pinellas County Department of Health guidelines for communicable disease. No economic impact is expected.

Pinellas County Schools School Health Services in partnership with the Pinellas County Department of Health provides the *School Health Services Manual* that defines guidelines and procedures for schools and parents to reference for health related issues including:

- immunizations and physical requirements
- student health screenings including vision, hearing, scoliosis, BMI as mandated by the state
- health clinic management
- safe medication administration in schools
- appropriate management regarding infection control and communicable diseases

This manual is posted online on the district website to be available as a reference for school staff and district parents.

To view the specific changes to the *School Health Services Manual*, please refer to the manual at the link below:

https://www.pcsb.org/images/stories/RA/Manuals/__Entire_Health_Manual_2nd_Read_01-15-13.pdf

Included as part of this agenda item are the proposed policy amendments which include portions of the policy that are being amended. Words ~~struck through~~ are deletions; words underlined are additions.

STRATEGIC DIRECTION/GOAL: Student Services

ALTERNATIVES:

1. Approve the setting of a public hearing and authorize the advertisement of the public hearing to consider the proposed amendment to policy.
2. Modify the amendment, approve the setting of a pubic hearing, and authorize advertisement of the public hearing to consider the modified amendment to policy.
3. Do not approve the setting of a public hearing and authorization to advertise the public hearing to consider the proposed amendment to policy.

RECOMMENDATION:

Alternative 1 is recommended.

RATIONALE:

This manual provides the school staff with guidance related to student health issues and state requirements. The content is based on Florida State Statutes for immunization and screenings, Centers for Disease Control (CDC) Guidelines, Florida Department of Health and Pinellas County Department of Health guidelines for communicable disease. Key changes include reformatting of Chapters 4 and 5 to be easier to use, and addition of guidelines related to pests.

IMPACT STATEMENT:

Impact as to the District: If Alternative 1 is adopted, no economic impact is expected. Impact to the Public: If Alternative 1 is adopted, the School Board determines that a formal economic impact statement is not required pursuant to Section 120.54(2)(b) Florida Statutes.

DATA SOURCES:

David Koperski, School Board Attorney - reviewed as to form and legality
Mary Beth Corace, Ph.D., Director, Strategic Planning and Policy
Claude Dharamraj, MD, Medical Director, Pinellas County Department of Health
Sara O'Toole, Coordinator, School Health Services

SUBMITTED BY:

William Lawrence, Associate Superintendent, Teaching and Learning Services

ATTACHMENTS:

- Unfinished Business - Policy 5330 Use of Medications (2nd Read)(PDF)

5330 – USE OF MEDICATIONS

The School Board shall not be responsible for the diagnosis and treatment of student illness. The administration of prescribed medication and/or medically-prescribed treatments to a student during school hours will be permitted only when failure to do so would jeopardize the health of the student, the student would not be able to attend school if the medication or treatment were not made available during school hours, or if the child is disabled and requires medication to benefit from his/her educational program.

For purposes of this policy, "medication" shall include all medicines including those prescribed by a physician/health care provider and any over-the-counter drugs, herbal preparations, and/or remedies. "Treatment" refers both to the manner in which a medication is administered and to health-care procedures which require special training, such as catheterization.

Before any medication or treatment may be administered to any student during school hours, the Board shall require the written prescription from the child's physician/health care provider accompanied by the written authorization of the parent. This document shall be kept on file at the school site, and made available to the persons designated by this policy as authorized to administer medication or treatment. School personnel designated by the principal as being responsible for administration of medication shall participate in a scheduled training program provided by the school nurse. No student is allowed to provide or sell any type of over-the-counter medication to another student. Violations of this rule will be considered a violation of the Code of Student Conduct.

Administrative procedures necessary to implement this policy shall be set forth in the *School Health Services Manual* dated January 10, 2012 and amended [Date TBD], which is incorporated herein by reference.

F.S. 1006.062

Adopted 12/9/09; Revised 1/10/12, / /13

Approved as to form and legality:



School Board Attorney

Attachment: Unfinished Business - Policy 5330 Use of Medications (2nd Read) (3796 : Amendment to Policy 5330 - Use of Medication (2Nd

01/15/13 10:30 AM
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301 Fourth Street SW
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Pinellas County Schools

ADOPTED

REQUEST FOR APPROVAL (ID # 3797)

January 15, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

FROM: MICHAEL A. GREGO, Ed. D., SUPERINTENDENT

SUBJECT: Public Hearing to Consider the Amendment to Policy 2470 - Education of English Language Learners (ELLs), Policy 5410.01 - Required Core Curriculum/Promotion/Retention/ Acceleration – Elementary, Policy 5410.02 - Regular Program Core Curriculum/Promotion/Retention/ Acceleration - Middle School, Policy 5420.02 - Reporting Student Progress - Middle School, Policy 5420.03 - Reporting Student Progress and Class Ranking - High School, Policy 5430 - Class Rank, Policy 5455 - Florida's Bright Futures Scholarship Program, Policy 5460 - Graduation Requirements, Policy 5463 - Credits From Other Schools, and Policy 5465 - General Education Development (GED) Tests (This is the second reading.)

BACKGROUND:
This is the second reading of the proposed amendment to policy. There were changes made since the first reading to include recently revised language from the Department of Education concerning the transfer of Credits from Other Schools when End of Course Exams (EOC) are required for credit. These changes were made for both middle and high schools and are updated in the link below on page(s) 24, 58-59.

Pursuant to Chapter 120, Florida Statutes, an amendment to policy (rule) is being proposed regarding the various policies that make up the Student Progression Plan and Policy 2470 – EDUCATION OF ENGLISH LANGUAGE LEARNERS (ELLs). No economic impact is expected.

Included as part of this agenda item are the proposed policy amendments which include portions of the policy that are being amended. Words ~~struck through~~ are deletions; words underlined are additions.

STRATEGIC DIRECTION: Student Achievement

ALTERNATIVES:
1. Approve the setting of a public hearing and authorize the advertisement of the public hearing to consider the proposed amendment to policy.
2. Modify the amendment, approve the setting of a pubic hearing, and authorize advertisement of the public hearing to consider the modified amendment to policy.
3. Do not approve the setting of a public hearing and authorization to advertise the public hearing to consider the proposed amendment to policy.

RECOMMENDATION:
Alternative 1 is recommended.

RATIONALE:
This is the second reading of the proposed amendment to policy.

To view the specific changes to the policies above, please refer to the following document:

https://www.pcsb.org/images/stories/RA/Manuals/SPP_policies_2nd_Read_01-15-2013.pdf

Proposed changes to the polices comprising the Student Progression Plan for 2012-13 align district policies to new legislation and technical assistance from the Florida Department of Education and correct outdated language and terminology.

Key changes include requirements responding to statutory regulations:

- Changing Sunshine State Standards to Next Generation Sunshine State Standards (NGSSS) and Common Core State Standards (CCSS)
- Changes related to the required program of core curriculum content and new legislation for Promotion, Retention, and Acceleration for elementary, middle and high school.
- Changes related to requirements for English Language Learners (ELL) students to meet grade appropriate standards.
- Adds requirement for End of Course (EOC) exams for middle school students taking Algebra 1, Geometry and the Credit Acceleration Program (CAP) that permits students to earn graduation credit by passing the state end of course exam without taking the course.
- Adds requirement for middle school students to pass the Civics End of Course (EOC) for the 2013-14 school year to be promoted to high school.
- Clarifies that eligible students who graduate early with 24 credits will continue to be included with their cohort group in final class ranking, honors designations and eligible for valedictorian and salutatorian honors.
- Changes the 4-year requirement for high school graduation and specifies 24 credits and the ability to graduate in fewer than eight semesters.
- Updates Bright Futures to apply to students graduating mid-year.
- Updates special diploma requirements.
- Updates transfer of credits from other schools when End of Course exams (EOC) are involved. The EOC requirement is dependent upon the year a student enters 9th grade. This requirement was recently updated by the Department of Education.

Additional changes include:

- Changes to the requirements for an ePEP to a personalized academic and career plan for middle and high school students.
- Clarifies the language related to acceptance of credits from out of state schools for students entering Pinellas County Schools.

The list below contains policies where changes are being recommended:

2470	Education of English Language Learners (ELLs)
5410.01	Required Core Curriculum/Promotion/Retention/ Acceleration - Elementary
5410.02	Regular Program Core Curriculum/Promotion/Retention/Acceleration - Middle School
5420.02	Reporting Student Progress - Middle School
5420.03	Reporting Student Progress and Class Ranking - High School

5430	Class Rank
5455	Florida's Bright Futures Scholarship Program
5460	Graduation Requirements
5463	Credits From Other Schools
5465	General Education Development (GED) Tests

IMPACT STATEMENT:
Impact as to the District: If Alternative 1 is adopted, no economic impact is expected. Impact to the Public: If Alternative 1 is adopted, the School Board determines that a formal economic impact statement is not required pursuant to Section 120.54(2)(b) Florida Statutes.

DATA SOURCES:
David Koperski, School Board Attorney - reviewed as to form and legality
William Lawrence, Associate Superintendent, Teaching and Learning Services
Pam Moore, Executive Director, Pre-K -12 Core Curriculum
Mary Beth Corace, Ph.D., Director, Strategic Planning and Policy
Kathleen Young, Director, Elementary Education
Rita Vasquez, Director, High School Education
Antelia Campbell, Managing Officer, Middle School Education

SUBMITTED BY:
William Lawrence, Associate Superintendent, Teaching and Learning Services

ATTACHMENTS:

- Unfinished Business - Various Student Progression Plan policies (2nd Read) (PDF)

2470 - EDUCATION OF ENGLISH LANGUAGE LEARNERS (ELLs)

(1) Identification, Placement, Scheduling, Grading, and Retention of English Language Learners

(a) Identification: Students will be identified based on a Home Language Survey completed at the time of their registration for school. Students will be tested to determine English language proficiency levels. A student's score on the district's oral/aural proficiency test determines language proficiency classification for students in grades K-1. Students in grades 2-12 will also be assessed in reading and writing. All assessments shall be administered and scored by trained district staff.

(b) Placement: When ELLs enroll in Pinellas County Schools, the principal shall have the authority to place them at the grade level most appropriate for them based on their age, maturity, and previous academic experience.

(c) Scheduling: Insofar as possible, ELLs shall be scheduled together in required subject area classes in order to allow teachers to direct their instruction to the students' level of language proficiency.

(d) Grading: Academic performance of ELLs must be monitored and evaluated against grade level standards. Since many ELLs do not understand, speak, read, or write English very well, an "adjustment period" of up to ~~two~~ one year~~s~~ shall be allowed. Each student classified as an ELL shall be graded based on his/her academic progress at his/her level of English proficiency. The teacher must document that accommodations and strategies of instruction and assessment were employed which allowed the student to demonstrate progress in the achievement of the benchmarks and grade level expectations. A grade of "Unsatisfactory", "D," or "F" may only be assigned to an ELL if he/she received appropriate accommodations and strategies in instruction and assessment and the student demonstrated no progress toward achieving the standards and grade level expectations at his/her level of English proficiency. ELLs are required to participate in and demonstrate mastery of the general curriculum, and the teachers are required to implement and document the individualized accommodations in providing the comprehensible instruction, equal in amount, scope, sequence, and quality to that provided to native speakers of English and aligned with the ~~Sunshine State Standard~~Next Generation Sunshine State Standards and Common Core State Standards (NGSSS and CCSS) benchmarks and grade level expectations, course descriptions, and district curriculum frameworks. No alternative grading system shall be established for ELLs.

(e) Retention: ELLs shall not be retained solely on the basis of their limited English language proficiency. This exemption may only occur on an individual basis and as a result of a decision made by the school's ELL Committee. The ELL Committee must meet to make the appropriate decisions regarding the retention of an ELL. ELLs shall not be retained if instructional strategies, materials and assessment have not been modified and modifications documented to meet their needs. ELLs must be provided with comprehensible instruction appropriate for his/her level of English proficiency and equal, in amount, sequence and scope as that provided to non-ELLs.

1. Third grade ELLs in the ESOL Program two (2) years or less: ELLs who have been receiving ESOL services for two years or less, with deficiencies in reading, writing, math, or science, shall be exempt from mandatory retention for "good cause" as defined by Section 1008.25, F.S. According to research, the ELLs will master these skills at different rates.

2. ELLs in the ESOL Program for more than ~~two (2)~~one (1) year~~s~~: ELLs, who have been receiving ESOL services for more than ~~two~~ one year~~s~~ with deficiencies in reading, writing, math or science, must meet the grade-appropriate performance levels and requirements. ELLs who have been retained or identified as not meeting State or District expectations for proficiency in reading in kindergarten or for proficiency in reading, writing, mathematics, or science in grades 1- 5 are required to have an individual Progress Monitoring Plan (PMP) addressing the ELLs' academic and linguistic needs. ESOL modifications must have been made and documented. The Progress Monitoring Plan demonstrates that the ELLs have been provided with the opportunity to attain the ~~Sunshine State Standards~~NGSSS/ CCSS through comprehensible instruction. ELL students not meeting the grade-appropriate performance levels and requirements may be considered for retention. The school's ELL Committee must convene when considering retention of an ELL. The ESOL ~~Handbook~~ Compliance procedures available on Moodle (moodle.pcsb.org) detail~~s~~ the appropriate procedures and considerations when convening the ELL Committee to discuss retention of an ELL.

(f) Records: Students who enter Pinellas County Schools must have records of previous schooling unless students are refugees from war zones. Credits shall be counted from the day of enrollment in Pinellas County Schools. Requirements shall not be retroactive.

Attachment: Unfinished Business - Various Student Progression Plan policies (2nd Read) (3797 : Amendment to the Various Student

(2) Requirement for Classification, Reclassification, and Post Reclassification

(a) Students are classified as ELLs using the appropriate assessment instruments approved by the State of Florida and adopted by the School District of Pinellas County.

(b) These students may later be reclassified as English proficient using grade-level appropriate and state-approved criteria, procedures, and standards.

(c) After a student has been reclassified as English proficient, a post reclassification monitoring period of two years shall follow to ensure academic success.

(d) If the ELL Committee determines a lack of academic progress during the two-year monitoring period, the student may be reclassified as an ELL.

(3) English Language Learner Committee

(a) Every school with ELL students must have in place a functioning ELL Committee that serves as an advisory group and is responsible for making recommendations regarding the education of ELLs that include but are not limited to: eligibility, retention, alternative educational programming, educational interventions for current or former ELL students, continuation of, or exit from, ESOL services after three (3) years, and every year thereafter.

(4) Equal Access to Appropriate Programming for ELLs

(a) Equal access to appropriate programming shall include both access to intensive English language development and instruction in core subject areas of language arts/English, reading, math, science, social studies, and computer literacy.

(b) Every ELL in the Pinellas County School District shall have equal access to any and all programs and courses available in the school district. These shall include, but shall not be limited to exceptional student education, including gifted, career and technical education, alternative education and dropout prevention.

(5) Training Requirements for Teachers and School-Based Administrators

(a) Instructional and school-based administrative personnel must have approved ESOL training as defined in Rule 6A-6.0907, FAC, in the following categories:

1. Category I: Category I consists of elementary education teachers, teachers of primary language arts/English, developmental language arts, intensive reading, and reading. These teachers must obtain an ESOL Endorsement by completing 15 semester hours or 300 in-service credit points. In the alternative, a teacher with basic subject area coverage may obtain certification in K – 12 ESOL coverage by obtaining a bachelor's or master's degree in TESOL, or by achieving a passing score on the ESOL Subject Area Test and earning 120 hours/points in ESOL within three (3) years of passing the ESOL Subject Area Test.
2. Category II: Category II consists of teachers of math, science, social studies, and computer literacy. These teachers must complete 60 in-service credit points or 3 semester hours of approved ESOL training.
3. Category III: Category III consists of teachers and instructors of all other subjects not included in Categories I or II. These teachers must complete 18 in-service credit points or 3 semester hours of approved ESOL training.
4. Category IV: Category IV consists of school-based administrators and guidance counselors. Category IV personnel must complete 60 in-service credit points or 3 semester hours of approved ESOL training.

(b) All professional personnel are responsible for completing required ESOL training. All Category I personnel are responsible for submitting documentation of completed courses, completing the certification application, paying the necessary fees and submitting all to the Department of Human Resources. Professional personnel who fail to complete the required ESOL training may not be recommended for continued employment, or may be subject to discipline, up to and including termination of employment.

F.S. 120.81, 1001.41, 1001.42, 1001.32(2), 1003.56
F.A.C. 6A-6.0902-6.0909, 6A-6.0907

Adopted 7/26/11; Revised / /13

Attachment: Unfinished Business - Various Student Progression Plan policies (2nd Read) (3797 : Amendment to the Various Student

5410.01 - REQUIRED CORE CURRICULUM/PROMOTION/RETENTION/ ACCELERATION – ELEMENTARY

(1) Required Program: The required core curriculum for elementary school grades in the District reflects State and local requirements for elementary education. The following core curriculum areas are required for each grade, K-5.

(a) Art

(b) Language Arts (reading, writing and civics integration)

(c) Mathematics

(d) Music

(e) Science and Health ~~(must include substance abuse and human growth and development)~~

(f) Social Studies (must include economic education and law education)

(g) Character Education

(h) Computer Literacy Skills

(i) Physical Education: Physical education is part of the required curriculum in elementary school and should be scheduled for 150 minutes per week. The physical education classes should be staffed by a certified physical education teacher and non-certified assistants when appropriate. ~~Physical education shall consist of physical activities of at least a moderate intensity level and for a duration sufficient to provide a significant health benefit to students, subject to the differing capabilities of students. The physical education program will reflect the outcomes that are developmentally appropriate for the elementary student. The attainment of these program outcomes is beneficial to students, and one-on-one counseling shall be made available to students concerning such benefits~~

~~1. Students will demonstrate competency in many movement forms and proficiency in a few forms of physical activity.~~

~~2. Students will apply movement concepts and principles to the learning and development of motor skills.~~

~~3. Students will understand that regular participation in physical activity provides a major component in personal fitness and wellness.~~

~~4. Students will achieve and maintain a health enhancing level of physical fitness.~~

~~5. Students will demonstrate responsible personal and social behavior in physical activity.~~

~~6. Students will understand how participating in physical activity promotes inclusion and an understanding of the abilities and cultural diversity of people.~~

~~7. Students will understand that physical activity provides the opportunity for enjoyment challenge, self-expression, and communication.~~

(j) Critical thinking skills, problem solving skills, and student responsibility for learning, in the context core curriculum areas of mathematics, science and health, social studies, reading, and writing will also be included in the instructional program for the elementary students.

Attachment: Unfinished Business - Various Student Progression Plan policies (2nd Read) (3797 : Amendment to the Various Student

(k) English for Speakers of Other Languages (ESOL) shall be provided for those students in need of such instruction.

(l) In addition, exceptional student education services are required for eligible students as specified by state statutes, State Board of Education regulations and IDEA.

(2) Student Placement ~~Prekindergarten to Kindergarten Promotion~~

(a) Kindergarten/First Grade Legal Requirements

1. Students who are kindergarten age eligible (age five (5) years on or before September 1st) are ~~promoted to~~ enrolled in kindergarten. In extenuating circumstances, the Individual Educational Plan (IEP) team for a student with a disability may recommend that a kindergarten-age eligible student be assigned to a prekindergarten program.

(b) First Grade Legal Requirements: Prior to placement in grade 1, students are required to:

1. First grade enrollment be limited to students who turn six years old on or before September 1st who have successfully completed kindergarten.

2. Provide evidence of a report card reflective of the student's satisfactory completion of kindergarten, or letter by the principal or director of the school certifying the student's satisfactory completion of a kindergarten program.

(3) Student Progression: Acceleration, Promotion, Promotion with Instructional Support, and Retention ~~Promotion/Retention/Acceleration Decisions~~

(a) Acceleration: Acceleration may include subject area acceleration or grade level acceleration. An accelerated curriculum may be provided to those students who have demonstrated a need beyond the general curriculum. For grade level acceleration, the principal will review the following documentation before any accelerated placement is considered: student performance on locally determined assessments, statewide assessment, and norm-reference assessment; grade point average; attendance and conduct record; recommendations from one or more of student's teachers in core-curricula courses; recommendation from a guidance counselor if assigned to the school to address social/emotional needs, and referral for gifted services.

1. Acceleration Options (Whole Grade, Midyear, Subject-Matter and Virtual Instruction):

a. Each school principal will establish an Academically Challenging Curriculum to Enhance Learning (ACCEL) team to review requests for whole grade and midyear promotion. The team will include but not be limited to: principal, guidance counselor, gifted teacher, psychologist, student's current teacher, a teacher from the receiving grade level and the parent.

b. A teacher, administrator, or parent may request that a student be considered for ACCEL options of whole grade or midyear promotion by completing the appropriate form provided by the school principal.

c. A conference will be held with the parent and ACCEL team to review the ACCEL evaluation process and obtain consent for evaluation using the Iowa Acceleration Scale (which may include an intellectual evaluation).

d. Following the collection of all required data by the principal or principal designee, the ACCEL team will meet to review the data and determine student eligibility for whole grade or midyear acceleration.

e. Student eligibility for whole grade or midyear promotion shall be based on obtaining an Iowa Acceleration Scale composite score of at least sixty (60) points.

f. A performance contract including progress monitoring will be established and signed by the parent and student, if the student is eligible.

g. If the ACCEL team determines that whole grade or midyear promotion is not appropriate for the student, the team will consider subject-matter acceleration as an option.

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h. For planning purposes, students who qualify for a whole grade or midyear promotion shall remain in their current grade level until the end of that semester.

2. The school principal will determine criteria for subject-matter acceleration.

3. Virtual instruction in higher grade level subjects is an ACCEL option for students requesting subject area acceleration in core content subjects. Enrollment in the virtual acceleration option will result in the student being withdrawn from the elementary subject area course in their current Pinellas County School and then enrolled in Pinellas Virtual School or another virtual instruction provider for the course. This ACCEL option will require principal's approval.

4. If a parent disagrees with the recommendation of the ACCEL team he/she has the right to seek an appeal through policy 5500.13.

(b) Promotion: Promotion from one level to the next is based upon each student's progress toward the accomplishment of high standards that are both challenging and achievable. The evaluation of each student's progress will be based upon the student's classroom work, observations, tests, district and state assessments, and other relevant information. Student progression K-12 is determined by a variety of indicators, as defined by state and district expectations. These expectations include specific levels of performance in reading, writing, science and mathematics for each level on locally determined assessments, including universal screenings and ongoing progress monitoring and results of statewide assessments. These indicators may include:

1. Teacher Judgment~~E. Promotional Guidelines~~: Consideration should be given to teacher made tests, acceptable averaged final progress report grades, classroom participation, daily performance, level of student maturity, social development, and the number of retentions in elementary school.

2. Student Proficiency: The student shall demonstrate proficiency in core curriculum areas of reading, writing, mathematics, and science as measured by district common assessments. Students must also demonstrate satisfactory progress in the core curriculum areas of art, music, physical education, health, social studies, and where offered, world languages. These areas are aligned to the current Next Generation Sunshine State Standards are necessary for students to meet graduation requirements.

3. Fifth Grade Promotion: It is recommended that all fifth grade students will demonstrate adequate reading ability before promotion to the sixth grade. Acceptable demonstration of adequate reading ability includes: 1) scoring a level 2 or higher on the most recent FCAT Reading or 2) scoring at a level that meets grade level expectations on other District approved reading assessments or 3) demonstrating a year's growth on FCAT Reading or 4) meeting the District's fifth grade portfolio requirements.

~~D. Student progression from one (1) grade to another is partially based on proficiency in reading, writing, science, and mathematics.~~

~~1~~4. Elimination of Social Promotion~~ and Mandatory Retention for 3rd Grade~~: No student may be assigned to a grade level based solely on age or other factors that constitute social promotion~~. Any student whose reading deficiency is not remediated by the end of grade 3, as demonstrated by scoring at Level 2 or higher on the Statewide assessment test, must be retained unless s/he is exempt from mandatory retention for good cause.~~

5. Student/Parent Notification: Students and parents will be informed of academic progress and student achievement of proficiency through the end of the grading period progress reports, parent/teacher conferences, and the Progress Monitoring Plan (PMP) when appropriate.

6. Intensive Remediation/Alternative Instructional Strategies for Retained Students: Retained students will receive intensive remediation/alternative instructional strategies different from previous years as defined on their Progress Monitoring Plan (PMP).

~~H. Students who have been retained two (2) or more years will receive interventions as described in their Progress Monitoring Plan (PMP).~~

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7. Remedial/Supplemental Instruction: Allocation of remedial and supplemental instructional resources will occur in the following priority: 1) students who are deficient in reading ~~by the end of grade 3~~ in primary grades and 2) students who fail to meet performance levels required for promotion consistent with the District's procedures.

(c) Promotion with Instructional Support: All students should be afforded every opportunity to meet achievement expectations. When students are not meeting district/state identified minimum levels of performance, assessment data will be used to identify student's level of performance and rate of progress; intensive interventions will be administered; and the student's response to the intervention will be monitored in order to accelerate the students' rate of progress toward standards. Any student whose overall performance suggests he/she would benefit from being officially placed in a higher grade without meeting district/state identified minimum levels of performance in reading, writing, mathematics, or science will be promoted with instructional support. All students promoted with instructional support will receive a Progress Monitoring Plan (PMP).

1. Remediation: All students should be afforded every opportunity to meet achievement expectations. Students not meeting district/state identified minimum levels of performance must receive intensive instructional support in order to accelerate the students' rate of progress toward standards. The areas of academic need and intervention strategies are identified through a problem-solving/response to instruction/intervention process. Multiple tiers of increasing intense instructional and instruction/intervention services are implemented to support student academic performance. Students needing remediation or intensive instructional support will be matched to strategic and intensive research/evidence based interventions based on screening, progress monitoring, and diagnostic assessments.

(~~c~~d) Retention: According to research, students who are retained more than twice are not likely to graduate from high school. An additional retention may not be as beneficial as an intensive intervention program. On the recommendation of the principal after consulting with School Based Leadership Team or Promotion/Retention Committee and the Area Superintendent, a student may be retained.

~~A. Students scoring below Level 3 on FCAT Reading or Mathematics, below 2.0 on FCAT Writing or below Level 2 on FCAT Science test will receive remediation and may be retained. Students identified with a deficiency or substantial deficiency as outlined in the Pinellas Instructional Assessment Plan will receive remediation and may be retained.~~

1. Promotion/Retention Committee: A school committee will review the student's performance data and make a recommendation to the principal regarding promotion or retention. The decisions to retain, promote, or accelerate shall follow State statute and be based upon multiple factors and the professional judgment of the principal and staff with the principal having final jurisdiction with the exception of 3rd grade. Further, a student who has been retained in third grade, due to a reading deficiency, shall be promoted mid-year if the student has demonstrated mastery of the State-mandated requirements in reading. In all instances of retention and challenged promotion parents' input will be solicited and included in the decision process. After consultation with the school administration, a student will be recommended for retention by the School Based Leadership Team or Promotion/Retention Committee to the principal. A student who is retained must be in the RtI process and include the teacher and parent input.

2. Assessment and Remediation: Additional screening, progress monitoring, diagnostic, and outcome measures in reading may be administered as needed. Upon subsequent evaluation, if the documented deficiency has not been remediated in accordance with the progress monitoring plan, the student may be retained.

~~D. When a student meets or exceeds promotional guidelines, (see below) the student shall be promoted to the next grade, except when the principal and staff provide documentation to the parent(s) indicating that promotion to the next grade level would not be in the best interest of the student and offer the parent(s) an opportunity for a conference. An articulation conference between the elementary and~~

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~~middle school principals or their designees will be held for fifth grade students who are promoted but do not meet the promotional guidelines.~~

3. Mandatory Grade 3 Retention: Any student deemed deficient in reading, will be retained if performance does not improve by the end of grade 3 (as demonstrated by scoring Level 1 on the FCAT 2.0 Reading).

~~(a)~~4. Exemption from 3rd Grade Mandatory Retention for Good Cause: The School Board may only exempt students from mandatory retention for good cause. Good cause exemptions shall be limited to the following:

~~1~~a. Limited English proficient students who have had less than two (2) years of instruction in an English for Speakers of Other Languages program;

~~2~~b. Students with disabilities whose Individual Education Plan indicates that participation in the statewide assessment program is not appropriate, consistent with the requirements of the State Board of Education rule; The core curriculum for these students is the Special Diploma SSS Access points.

~~3~~c. Students who demonstrate an acceptable level of performance on an alternative standardized reading assessment approved by the State Board of Education;

~~4~~d. Students who demonstrated, through a student portfolio, that the student is reading on grade level as evidenced by demonstration of mastery of the Sunshine State Standards in reading equal to at least a Level 2 performance on the FCAT 2.0;

~~5~~e. Students with disabilities who participate in the FCAT 2.0 and who have an Individual Education Plan or a Section 504 plan that reflects that the student has received the intensive remediation in reading, for more than two (2) years but still demonstrates a deficiency in reading and was previously retained in kindergarten, grade 1, grade 2, or grade 3;

~~6~~f. Students who have received the intensive remediation in reading and who were previously retained in kindergarten, grade 1, grade 2, or grade 3 for a total of two (2) years. Intensive reading instruction for students so promoted must include an altered instructional day based upon a Progress Monitoring Plan (PMP) that includes specialized diagnostic information and specific reading strategies for each student. The District shall assist schools and teachers to implement evidence-based reading strategies shown to be successful in improving reading among low-performing readers.

5. Good Cause Exemptions: Requests for good cause exemption shall be submitted from the student's teacher to the school principal. Documentation must indicate that the promotion of the student is appropriate and based on the student's academic record. Documentation shall consist only of the existing Progress Monitoring Plan (PMP), Individual Education Plan (IEP), if applicable, student progress report or student portfolio. The principal shall review and discuss such recommendation with the teacher and determine whether the student should be promoted or retained. If the school principal determines that the student should be promoted, a recommendation shall be made in writing to the Superintendent who will accept or reject the recommendation in writing.

6. Mid-Year Promotion ~~Policy~~ For Retained Students Currently Repeating a Grade Level: ~~—~~ District Mid Year Promotion procedures are ~~contained in the Pinellas Instructional Assessment Plan (PIAP) for students retained in grades K, 1, 2, 3, 4 and 5. These procedures are~~ located ~~in~~ on the Elementary Education Moodle Site ~~under PIAP~~. Parents can obtain copies of these procedures by contacting the school principal.

~~**Potential Retainee Lists**~~

~~Potential retainee lists for grades kindergarten through five shall be developed at the school, based on the student's performance on the Pinellas Instructional Assessment Plan (PIAP), teacher~~

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~~evaluation/assessment, Statewide assessments, and progress report grades during the first two (2) reporting periods. The parent of a student with a substantial deficiency in reading must be notified in writing after the initial PIAP testing that the student is a potential retainee. The parents of each identified potential retainee shall be notified in writing of the possibility of non-promotion no later than the middle of February. In the case of transfer students, notification shall be given within nine (9) weeks of transfer.~~

7. Parent Notification of Student Deficiency: Students not meeting grade level expectations will be placed on a list for grades kindergarten through five. These lists shall be developed at the school based on student's performance on district common assessments, teacher assessments, statewide assessments, and progress report grades during the first two (2) reporting periods. The parents of each identified student shall be notified in writing of the possibility of non-promotion no later than the middle of February. In the case of transfer students, notification shall be given within nine (9) weeks of transfer.

8. End-of-Year Decisions for Students Not Meeting Standards: Any student who does not meet the District identified minimum grade level expectations or who does not meet the identified minimum levels of performance on statewide assessments must be provided remediation. Students not meeting grade level expectations receive increasingly intense instruction/intervention services implemented to support student academic performance. Students are matched to the instruction/intervention tier based on screening, progress monitoring, and diagnostic assessments. At the conclusion of the school year, students' performance is compared to the District identified minimum levels of performance in reading, writing, mathematics, and science to determine whether or not they meet expectations. Determinations are made for placement for the following year. Based on the performance there are two options for student placement.

a. Third grade students that master grade level standards through Summer Reading Camp before the beginning of the next school year will be promoted.

b. If retention is deemed appropriate then the student must receive instruction that is different from the previous year's instruction.

(~~9~~4) Progress Monitoring Plans (PMPs): Each student must participate in the statewide assessment tests required by F.S. 1008.22.

(a) Progress Monitoring: A Progress Monitoring Plan (PMP) is a specific, detailed plan tailored to identify the individual assistance that will be given to remedy a student's individual diagnosed deficiencies. The purpose of the PMP is to detail the current services provided to the student and the intensive, supplemental instructional, and support services that will be provided to the student to meet the desired level of performance. A PMP must be developed for any student (including ESOL) who has been retained or identified as not meeting State or District expectations for proficiency in reading in kindergarten or for proficiency in reading, writing, mathematics, or science in grades 1-5. The ~~PIAP~~ District Assessment Plan information, published by Curriculum and Instruction, identifies the criteria for a PMP. A PMP must be developed in consultation with the student's parent or legal guardian and must include the intensive remedial instruction that will be given in the areas of weakness. A copy of the PMP will be given to the parent.

(b) ~~A copy of the PMP will be given to the parent~~. Reading Deficiency and Parental Notification: Students at any grade who have been identified as having a deficiency in reading must have a progress monitoring plan that identifies the student's specific area of deficiency in phonemic awareness, phonics, fluency, comprehension, and vocabulary as well as desired levels of performance in these areas. Schools shall also provide for the frequent monitoring of the student's progress in meeting the desired levels of performance. Any student who exhibits a substantial deficiency in reading, based upon locally determined assessments or Statewide assessments must be given intensive reading instruction outside of the ninety (90) minute reading block immediately following the identification of the reading deficiency.

~~(c)~~ The parent of any student who exhibits a substantial deficiency in reading as determined by the

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current District assessment, must be notified in writing of the following:

1. that his/her child has been identified as having a substantial deficiency in reading;

2. a description of the current services that are provided to the child;

3. a description of the proposed supplemental instructional services and supports that will be provided to the child that are designed to remediate the identified area of reading deficiency;

4. that if the child's reading deficiency is not remediated by the end of grade 3, the child must be retained unless s/he is exempt from mandatory retention for good cause;

5. strategies for parents to use in helping their child succeed in reading proficiency;

6. that the FCAT 2.0 is not the sole determiner of promotion and that additional evaluations, assessments and portfolio review may be used to determine if the student is reading at or above grade level;

7. when there is a change in the PMP status.

(~~d~~c) Reading, Writing, Science, and Mathematics Deficiency: Each student who does not meet minimum performance expectations for the Statewide assessment tests in reading, writing, science, and mathematics must continue remedial instruction or supplemental instruction until expectations are met. If the documented deficiency has not been remediated according to the Progress Monitoring Plan (PMP), the student may be retained. The intensive reading instruction shall be continued until the reading deficiency is remediated. Reading proficiency is reassessed by the use of Florida Assessments of Instruction in Reading (FAIR), locally determined assessments, or through teacher observation at the beginning of each year and in an ongoing manner in accordance with District procedures.

(~~11~~5) ~~Pinellas~~ District ~~Instructional~~ Assessment Plan ~~(PIAP)~~: The District ~~Pinellas Instructional~~ Assessment Plan is the District plan designed to provide curriculum, assessment, and instructional information for teachers in the academic areas of reading, writing, mathematics, and science, as well as information about health, social development, and behavior strategies. Periodic and ongoing assessments are an integral part of instruction. The District ~~Pinellas Instructional~~ Assessment Plan lists specific assessments that are to be given at each grade level for each assessment cycle. Additional diagnostic assessments to determine the nature of the student's difficulty and areas of academic need are included. Each K-5 student shall have a ~~Pinellas Instructional~~ Assessment Plan folder. The folder should contain assessments, which support the student's instructional needs, and Progress Monitoring Plans (PMPs) for identified students. Kindergarten students should have a student record sheet, which includes all ~~PIAP~~ assessment data. Students with disabilities whose core curriculum is the ~~Special Diploma SSS~~ Sunshine State Standards with Access Points will have an alternate assessment portfolio ~~in lieu of a PIAP folder~~.

(~~12~~6) Annual Reports: The parent of each student will receive information regarding the progress of the student towards achieving State and District expectations for proficiency in reading, writing, science, and mathematics, including the student's results on each Statewide assessment test. The evaluation of each student's progress will be based upon the student's classroom work, observations, test data, District and State assessments, and other relevant information. Progress reporting must be provided to the parent in writing in a format adopted by the Board. Additional forms of progress reporting include reporting at parent/teacher conferences, and on the Progress Monitoring Plan (PMP) and Individual Education Plan (IEP), when appropriate. Multiple factors will determine promotion or retention.

F.S. 1003.21, 1003.455(2), 1008.25, 1008.25(6), 1008.25(6)(b)

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5410.02 - REGULAR PROGRAM CORE CURRICULUM/PROMOTION/RETENTION/ACCELERATION - MIDDLE SCHOOL

Regular Program Requirements

Each middle school student will be registered in a minimum of seven (7) courses per year while in a Pinellas County middle school.

Basic Course Requirements

The basic course requirements are listed below for middle school student progression. Students must pass all twelve (12) of these courses or higher level courses:

A. Language Arts: Grades 6, 7, 8

B. Mathematics: Grades 6, 7, 8

C. Science: Grades 6, 7, 8

D. Social Studies: Grades 6, 7, 8

Additional Requirements

A. Reading is required for the following students:

1. All sixth grade students in the standard diploma program who scored Level 1 or 2 on the fifth grade FCAT 2.0 Reading ~~Sunshine State Standards test~~Assessment must take a year long reading course. Sixth grade students who scored Level 3 or higher must take a semester or year long reading course, as determined by the school unless this requirement was completed at the elementary level. Sixth grade students enrolled in the gifted reading program, the sixth grade MEGSSS program, or the approved magnet world languages programs at John Hopkins and Bay Point may exempt this requirement if they scored at Level 3 or above on the fifth grade FCAT 2.0 Reading ~~Next Generation Sunshine State Standards test~~Assessment.

2. Seventh and eighth grade students in the standard diploma program who scored at Level 1 or 2 on the previous year's FCAT 2.0 Reading ~~Next Generation Sunshine State Standards test~~Assessment must take a year-long reading course. Seventh and eighth grade students who are fluent Level 2 students may receive the required reading intervention in a District approved content area class.

3. A middle school student who scores at Level 1 or Level 2 on FCAT 2.0 Reading but who did not score below Level 3 in the previous 3 years may be granted a 1-year exemption from the reading remediation requirement; however, the student must have an approved academic improvement plan already in place, signed by the appropriate school staff and the student's parent, for the year for which the exemption is granted.

B. All students scoring a level 1 or level 2 on FCAT 2.0 ~~m~~Mathematics Assessment must receive remediation the following school year.

C. Career Education and Planning

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Students entering sixth grade in the 2006-2007 school year and beyond must complete a course containing the standards of Career Education and Planning before finishing eighth grade. Each student must generate ~~an academic plan in the ePEP(FACTS.org).~~ a personalized academic and career plan.

D. Computer literacy is incorporated into seventh grade reading, gifted, world languages programs, and as appropriate in all curriculum areas.

E. Physical education is required in grades 6, 7, and 8 for a minimum of one (1) semester. Any student having written parental consent (see PCS Form 2-3097) or who is enrolled in a remedial class may be exempt from the physical education requirement.

Physical education teachers should be certified in physical education. ~~Physical education shall consist of physical activities of at least a moderate intensity level and for a duration sufficient to provide a significant health benefit to students, subject to the differing capabilities of students. The physical education program will reflect the following program outcomes that are developmentally appropriate for the middle school student. The attainment of these program outcomes is beneficial to students, and one-on-one counseling shall be made available to students concerning such benefits (F.S. 1003.455(2)).~~

~~The K-12 Physical Education Program shall implement the Next Generation of Sunshine State Standards for Physical Education:~~

~~1. Identify, analyze, and evaluate movement concepts, mechanical principles, safety considerations, and strategies/tactics regarding movement performance in a variety of physical activities.~~

~~2. Participate regularly in physical activity.~~

~~3. Develop and implement a personal fitness program to achieve and maintain a health-enhancing level of physical fitness.~~

~~4. Demonstrate competency in many and proficiency in a few movement forms from a variety of categories (locomotor, non-locomotor, manipulative, non-manipulative, educational gymnastics and dance, aquatics.)~~

~~5. Exhibit responsible personal and social behavior that respects self and others in physical activity settings.~~

~~6. Value physical activity for health, enjoyment, challenge, self-expression, and/or social interaction.~~

F. Health is required in grades 6 and 8 for a minimum of twelve (12) weeks.

1. Eighth grade students in the John Hopkins magnet are taught health integrated with science.

2. M/J Health 3 (08000200) or Personal Development (85002300) will meet the requirement for Comprehensive Health Education/Family Life Education.

3. Sixth grade students enrolled in a yearlong program (i.e., band, strings, chorus, world languages, etc.) may opt out of the sixth grade health requirement.

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4. Only eighth grade gifted students enrolled in the gifted program as an elective may opt out of the eighth grade health requirement. Written parental consent is required. (see PCS Form 2-3097)

G. School-Based Requirements

Reading, physical education, and health may be scheduled beyond the minimum requirements shown above.

H. Elective Program Grades 6, 7, and 8

Elective courses are part of the core curriculum and are described in the Middle School Course Code Directory with recommendations regarding course length and grade level. Middle schools should attempt to schedule a variety of elective offerings, but no attempt should be made to establish classes that are not feasible or practical for a particular school as it strives to meet the needs of its students.

I. Advisor/Advisee

Each middle school will provide advisement support to meet the needs of students.

~~Placement in Advanced Courses~~

~~Placement in advanced courses will be based on the consideration of a variety of indicators such as grades, classroom performance, assessment data and student motivation/interest. For placement in sixth grade classes, fifth grade teacher recommendation will also be considered. If a student is not recommended for placement, placement may be requested by signing a Request for Placement in Advanced/Honors Courses form (PCS Form 2-3059). The classroom teacher and other school personnel will work with the student to help them be successful and the parent is expected to provide additional support that the student may need to succeed in the course. Students experiencing difficulty (i.e. a grade of "D" or "F") in the placement may be removed from the advanced course and placed in the appropriate course at the end of a grading period/semester for the remainder of the school year. All end of the grading period grades will be included in the final grade average for the course. The principal will make the final decision on placement based on consideration of the best interests of the student. There will be no appeal or grievance concerning the principal's decision.~~

Exceptional Student Requirements

The IEPs for each student with disabilities must specify the student's instructional levels and level of participation in the general education curriculum. Course selections (general or exceptional education), progress reporting, participation in assessment, and implication for diploma options must be clearly communicated to parents. The decision to pursue a standard or special diploma must be made by the IEP team no later than the end of the first semester of eighth grade, or during the school year of the student's 14th birthday, whichever comes first. This decision is reviewed annually by the IEP team. The decision may be changed, understanding that it may increase the amount of time required to graduate.

Students with disabilities are enrolled in coursework in one (1) or more of the following options:

A. ~~g~~General education classes with no accommodations required (Speech only);

B. ~~g~~General education classes with accommodations required;

Accommodations cannot change course performance standards. They specify changes in instructional strategies that are required as a result of a student's disability and may address methods and materials for instruction, assignments and classroom assessments, learning environment, time demands and scheduling, or special

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communication systems. Courses may be taught by ESE teachers, but students must be graded based on the grade level performance standards.

Students in "A" and "B" above are pursuing standard high school diplomas and participate in all State and District assessments.

C. Below grade level curriculum: Students enroll in one (1) or more exceptional student education courses with special diploma performance standards to attempt to remediate academic skills. Students continue to participate in all State and District assessments. Parents are informed that students are working on different performance standards and may not be able to meet graduation requirements for a standard diploma.

D. Sunshine State Standards with Access Points for students pursuing a Special Diploma: Students enroll in exceptional student education courses teaching Sunshine State Standards with Access Points performance standards which focus on varying levels of complexity identified as independent, supported, and participatory in academic and functional living. Students must be exempt from State and District assessment to participate in the Florida Alternate Assessment, as specified on their IEPs. Parents are informed that students are working toward a special diploma.

1. The basic course requirements for middle school students pursuing a special diploma are listed below. Students must pass all twelve (12) of these courses:

   a. ESE Access Language Arts: Grades 6, 7, 8

   b. ESE Access Mathematics: Grades 6, 7, 8

   c. ESE Access Science/ESE Health: Grades 6, 7, 8

   d. ESE Access Social Studies: Grades 6, 7, 8

2. All ESE academic courses address the general education Sunshine State Standards as appropriate for the individual student as well as the eleven (11) additional Sunshine State Standards with Access Points.

3. Additional requirements are listed below. Students must pass five (5) out of nine (9) units:

   a. ESE Reading: Grades 6, 7, 8 (embedded in LA Access course)

   b. ESE Exploratory Vocational or ESE Unique Skills: Grades 6, 7, 8

   c. Physical Education: One (1) semester in grades 6, 7, and 8 or written parent consent waiving the requirement (see PCS Form 2-3097)

   d. Electives: One (1) semester in grades 6, 7, and 8

4. Students who have Special Diploma signified on their IEP must complete a course containing the standards of Career Education and Planning before finishing eighth grade. Each student must generate ~~an academic plan in the ePEP (FACTS.org).~~ a personalized academic and career plan.

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Student Promotion, Retention and Acceleration

A. Promotion from Elementary School to Middle School

Students entering middle school must have successfully completed the requirements and standards of the elementary school program and demonstrated adequate reading ability as specified in the elementary promotional guidelines in Board policy or shall have been administratively promoted by the elementary school.

B. Promotion and ~~/~~Retention~~/Acceleration~~

1. Promotion of middle school students shall be based upon their achieving minimum standards as identified in program objectives and meeting the required number of courses. Students scoring below Level 2 on FCAT 2.0 Reading or Mathematics, below 4.0 on FCAT Writing, or below Level 2 on FCAT Science will receive remediation and may be retained. Additional diagnostic assessments aligned to FCAT will be administered. Upon subsequent evaluation, if the documented deficiency has not been remediated in accordance with the academic improvement plan, the student may be retained. In cases in which minimum standards have not been met, the decision to promote a student to the next grade shall be made by the school's principal and staff, based upon supporting data concerning classroom performance, reassessment results, and past educational history. For promotion to high school, an eighth grade student must successfully complete three (3) courses in Language Arts, three (3) courses in Science, three (3) courses in Social Studies, and three (3) distinct courses in Math. All courses must be at the middle school level or higher. To be considered for promotion, an eighth grade student must also successfully complete a career planning course (currently embedded in US History and Adv. US History) or career themed course and ~~an ePEP.~~ a personalized academic and career plan. The promotion of a student from a regular middle school to high school is also based upon successful completion of the Next Generation Sunshine State Standards. The standards are embedded in the middle school curriculum. A decision will be made by the middle school staff in consultation with the receiving high school principal for any student meeting State mandated requirements for promotion, but not completing District promotion requirements for eighth to ninth grade promotion. No students may be assigned to a grade level based solely on age or other factors that constitute social promotion.

2. Basic Course Requirements for Promotion/Retention

a. Promotion to grades 7 or 8: To be promoted from grade to grade within the middle school program, a student may fail only one (1) basic course. The student will be required, however, to pass the course either during the following year or in the extended learning/course recovery program or its equivalent.

1) If a sixth or seventh grade student fails two (2) basic courses, the student may be promoted upon passing one (1) course in the extended learning/course recovery program and taking one (1) course during the following school year.

2) If a sixth or seventh grade student fails three (3) basic courses in an academic year, the student will be retained at the same grade level or will be promoted upon passing two

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(2) courses in the extended learning/course recovery program and taking one (1) course during the following school year.

3) If a sixth or seventh grade student fails more than three (3) basic courses within an academic year, the student will be retained.

b. Promotion to High School: If an eighth grade student fails one (1) or more basic courses, the student will be retained or will be administratively promoted upon passing the course(s) in the extended learning/course recovery program. Promotion from a middle school to a high school is contingent upon the student's passing not fewer than twelve (12) basic courses and five (5) of the additional requirements as stated in Board policy and related arts courses, for a total of seventeen (17) courses. Students who pass the required courses will be considered to have demonstrated adequate progress for promotion to ninth grade.

~~3.~~ c. Other Requirement: If a student fails a related arts, vocational, or elective course, including physical education/health, the student will be promoted but will be required to pass five (5) such courses before promotion to a high school.

~~4.~~ d. In all instances the parents' input shall be solicited and considered for purposes of promotion, retention, and challenged promotion; however, the decision to retain, accelerate, promote, or place a student in an alternative program shall be based upon the professional judgment of the principal and staff, with the principal having final jurisdiction.

~~5.~~

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C. Acceleration Options (Whole Grade, Midyear, Subject Matter and Virtual Instruction)

1. Core Requirements
   a. For a student to be eligible for whole grade or midyear promotion, they must have completed all basic course requirements for their current grade level prior to promotion.

2. Acceleration Process
   a. Each school principal will establish an ACCEL team to review requests for whole grade and midyear promotion. The team will include but not be limited to: principal, guidance counselor, gifted teacher, psychologist, student's current teacher, a teacher from the receiving grade level and the parent.
   b. A teacher, administrator, or parent may request that a student be considered for ACCEL options of whole grade or midyear promotion by completing the appropriate form provided by the school principal.
   c. A conference will be held with the parent and ACCEL team to review the ACCEL evaluation process and obtain consent for evaluation using the Iowa Acceleration Scale (which may include an intellectual evaluation).
   d. Following the collection of all required data by the principal or principal designee, the ACCEL team will meet to review the data and determine student eligibility for whole grade or midyear acceleration.
   e. Student eligibility for whole grade or midyear promotion shall be based on obtaining an Iowa Acceleration Scale composite score of at least sixty (60) points.
   f. A performance contract including progress monitoring will be established and signed by the parent and student, if the student is eligible.
   g. If the ACCEL team determines that whole grade or midyear promotion is not appropriate for the student, the team will consider subject-matter acceleration as an option.
   h. For planning purposes, students who qualify for a whole grade or midyear promotion shall remain in their current grade level until the end of that semester.
   i. If a parent disagrees with the recommendation of the ACCEL team he/she has the right to seek an appeal through policy 5500.13.

~~The decision to accelerate promotion of a sixth to seventh grade student or seventh to eighth grade student shall be made by the principal and staff. Students promoted from eighth to ninth grade must complete the promotion requirements in the Student Promotion, Retention, and Acceleration section above item "B".~~

Progress Monitoring Plan

Each student must participate in the Statewide assessment tests. Each student who does not meet specific levels of performance for each grade level, or who does not meet specific levels of performance on Statewide assessments, must be provided with additional diagnostic assessments to determine the nature of the student's difficulty, the areas of academic need, and strategies for appropriate intervention and instruction. ~~The school in which the student is enrolled must develop, in consultation with the student's parent, and must implement a progress monitoring plan which provides the school flexibility in meeting the academic needs of the student and reduces paperwork.~~ A student who is not meeting the School District or State requirements for proficiency in reading and math shall be covered by a school wide system of progress monitoring for all students. The plan must assist the student or the school in meeting State and District expectations for proficiency. If the student has been identified as having a deficiency in reading, the K-12 comprehensive reading plan shall include instructional and support

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services to be provided to meet the desired levels of performance. Students may be required to attend remediation programs held before or after regular school hours or during the summer if transportation is provided. Upon subsequent evaluation, if the deficiency has not been remediated the student may be retained. Each student who does not meet the minimum performance expectations for the Statewide assessment testing program must continue to be provided with remedial or supplemental instruction until the expectations are met or the student ~~graduates from high school~~is promoted from middle school.

Enrollment in Florida Virtual School

With the approval of the principal (or designee) and the student's parent, a middle school student may enroll in a Florida Virtual School course or courses during or beyond the regular school day/year.

A. The course must fulfill an educationally valid purpose and be an appropriate course placement based on the student's academic history, grade level, and age. The assistant principal will collaborate with the guidance counselor and teacher(s) to decide if placement in a virtual course is appropriate. A parent may appeal the staff decision to the principal who will make the final decision on placement.

B. Certain District required middle school courses or course sequences may not be substituted by taking a Florida Virtual School course.

C. The student must meet the recommended prerequisites.

D. Students enrolled in a magnet program may not take their specific magnet courses through Florida Virtual School.

E. A student may not be enrolled simultaneously in the same course at both their school and the Florida Virtual School. Students should enroll in Florida Virtual courses at the beginning of a semester. While students await acceptance in a Florida Virtual School course, they must be enrolled full time in a District school.

F. Although Florida Virtual School may have institutional drop/add procedures and timelines, students must be enrolled in a full schedule in the District and may not drop a Florida Virtual School course that results in less than a full course load. Florida Virtual School "W/F" grades will be treated as a grade of "F" on a student's transcript.

G. During a grading period, a student must be enrolled in and attending at least four (4) courses in middle school or be a full time student of the Pinellas Virtual School Program in order to be a District student.

H. Middle schools may build Florida Virtual School courses into their master schedules during the school day.

Middle School Course~~s~~ Offerings – Advanced and/or High School Credit

A. Placement in ~~a course that offers~~advanced and/or high school credit ~~in middle school~~courses will be based on the consideration of a variety of indicators such as grades, classroom performance, assessment data, student motivation/interest, and by the student making a plan with the guidance counselor and parent for a sequence of courses that would allow the student to earn college credit while in high school through advanced placement course(s) or dual credit course(s). If a student is not recommended for placement, placement may be requested by signing a Request for Placement form (PCS Form 2-3059). The classroom teacher and other school personnel will work with the student to help them be successful and the parent is expected to provide additional support that the student may need

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to succeed in the class. ~~The high school credit can be awarded only upon successful completion of all course requirements including performance assessments for specific courses. Students enrolled in a year long Algebra 1 class must pass the End of Course Exam beginning with the 2011-2012 school year to earn credit for Algebra 1. Beginning in the 2012-2013 school year, students enrolled in a Geometry course must pass the End of Course Exam to earn credit for Geometry.~~ Students experiencing difficulty (i.e. a grade of "D" or "F") in the placement may be removed from the advanced or high school credit course and placed in the appropriate course for the remainder of the school year. All end of the grading period grades will be included in the final grade average for the course.

B. Credit for high school courses can only be awarded upon successful completion of all course requirements.

1. For courses with a required End of Course Assessment, students must obtain a passing score in order to earn high school credit.
2. For courses with a required End of Course Assessment, students who receive a passing grade in the course, but fail the End of Course Assessment, do not receive high school credit.
3. For courses with a required End of Course Assessment, students who receive a failing grade in the course, but pass the End of Course Assessment receive high school credit.

C. Grades for courses that offer high school credit in middle school will be used to calculate high school class rank and grade point average. A middle school student enrolled in a course awarding high school credit and earning a grade of "C", "D", or "F" may repeat the course for forgiveness as defined in Board policy.

~~Magnet Requirements~~

~~Students who intend to apply for admission to the IB or CAT magnet program for ninth grade must complete the prerequisite courses by the last day of the regular school year of their eighth grade year to be eligible. The prerequisite course for CAT is successful completion of Algebra I Honors. The prerequisite courses for IB are successful completion of Algebra I Honors and a minimum of one (1) full year of foreign language.~~

F.S. 1001.32(2), 1001.41, 1001.42, 1001.43, 1003.415, 1008.25

Adopted 12/9/09; Revised 12/6/11, / /13

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Progress Reports

The progress report provides a grade for the student's academic performance in each class or course, the student's conduct and the student's attendance. Student evaluations shall be reported to parents as a formal student progress report at six (6) week intervals in middle schools. Each progress report shall contain information regarding a student's performance at grade level or below, behavior and attendance. The final progress report shall contain information regarding a student's promotion or non-promotion.

Interim Progress Reports

Interim conferences or written progress reports or both are recommended for those students having such need of them. Some schools choose to distribute interim progress reports to all students. Interim progress reports must be given to students whose performance indicates that a D or F grade for the grading period is likely. Interim progress reports are to be issued near the midpoint of the grading period.

Alternate Progress Reports

No changes shall be made in the form of the progress report without the express approval of the Superintendent.

Exceptional Students

Exceptional students with disabilities must receive progress reports indicating progress towards Individual Education Plan (IEP) goals and the likelihood they will accomplish the goals during the period covered by the IEP, in addition to the general education progress report each time the general education progress report is provided.

The IEP of each student with a disability specifies the student's curriculum:

A. ~~g~~Grade level expectations, without accommodations.

B. ~~g~~Grade level expectations, with accommodations: Accommodations cannot change the student expectations. They specify changes in instructional strategies that are required as a result of a student's disability and may address methods and materials for instruction, assignments and classroom assessments, learning environment, time demands and scheduling, or special communication styles.

C. Below grade level curriculum: A student is below grade level curriculum if the student's instructional level in reading, writing, or mathematics is two (2) or more years below grade level. The student's IEP and progress reports specify instructional levels and progress is reported based on specified instructional levels.

D. Sunshine State Standards with Access Points: If a student is involved in a functional academic and functional life skills curriculum, progress is reported based on the Sunshine State Standards with Access Points at the independent, supported, or participating level, as selected by the student's IEP team.

Exceptional Student Education courses identified in the District course code directory may be used to meet requirements for promotion. Note: ESE courses with special diploma performance standards do not prepare a student to pursue a standard diploma.

Academic and Conduct Grades Separate

In arriving at the academic grades of all students, teachers are expected to carefully distinguish between the academic grade and the student's conduct. All progress reports shall provide some form of evaluation concerning the student's conduct or deportment. In no case shall the student receive an academic grade which is contingent upon his/her conduct, except as provided in the Code of Student Conduct.

Grading Scale

The grading system and interpretation of letter grades used in middle and high school shall be as follows:

A. A = 4 grade points (90%-100%) (outstanding progress)

B. B = 3 grade points (80%-89%) (above average progress)

C. C = 2 grade points (70%-79%) (average progress)

D. D = 1 grade point (60%-69%) (lowest acceptable progress)

E. F = 0 grade points (0-59%) (failure)

F. I = 0 grade points (Incomplete)

Percents between eighty-nine percent (89%) and ninety percent (90%), seventy-nine percent (79%) and eighty percent (80%), sixty-nine percent (69%) and seventy percent (70%), and fifty-nine percent (59%) and sixty percent (60%) shall be rounded up to the higher grade if at the midpoint (.5) or above; those below the midpoint (.5) shall be rounded down to the lower grade.

Final Grades

A. End of Course Assessments and Final Examinations

~~Middle school students enrolled in high school credit classes will be required to take a common District developed exam each semester for a separate grade beginning with the 2012-13 school year. Grading for these classes will follow the high school semester grading policy. There will be no final exam exemptions permitted for middle school students in high school credit bearing courses. Students enrolled in a year long Algebra 1 class must pass the End of Course Exam beginning with the 2011-2012 school year to earn credit for Algebra 1. Beginning in the 2012-2013 school year, students enrolled in a Geometry course must pass the End of Course Exam to earn credit for Geometry.~~

~~No middle school classes will have a final examination counting as a separate grade.~~

Students enrolled in a year long Algebra 1 or Geometry course must pass the End of Course Assessment to earn credit for Algebra 1 and Geometry. Beginning in the 2013-2014 school year, students must take and pass the Civics End of Course Assessment in order to be promoted to high school.

No middle school courses will have a final examination counting as a separate grade.

B. Grade Computation

The six (6) marking period grades shall be used to formulate the final grade for the

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yearlong course. In the case of semester courses, the three (3) six weeks' grades will be used to determine the final grade. In the case of twelve (12) weeks' courses, the two (2) six (6) weeks' grades will be used to determine the final course grade. Final grades are computed by summing the grade point value (A=4, B=3, C=2, D=1, F and I=0) for each grade and dividing by the number of grades. The resulting final grade average is converted to a letter grade based on the scale below (see also paragraphs Options for Grading, Three or More Fs, and Plus and Minus below):

1. A = 3.5-4

2. B = 2.5-3.5

3. C = 1.5-2.5

4. D = .5-1.5

5. F = 0-.5

C. Incomplete Progress ~~r~~Report Grades

A student receiving a grade of Incomplete (I) in a course(s) during any grading period shall have a period of three (3) weeks after his/her return to school to make up any work missed that is needed for the teacher to be able to assign an appropriate grade. Any incomplete grade will revert to an "F" if the student does not make up the work missed within the three (3) weeks of returning to school. Extensions of time may be granted by the principal for the final grading period of the year.

D. Grades for Courses Awarding High School Credit

1. Grades for courses that offer high school credit in middle school will be used to calculate high school class rank and grade point average.

2. Grade Forgiveness: A middle school student enrolled in a course awarding high school credit and earning a grade of "C", "D", or "F" may repeat the course for forgiveness as defined in Board policy.

3. Semester grades for courses that offer high school credit in middle school are calculated according to the **Final Grades** section, letter **A**, in Policy 5420.03 - REPORTING STUDENT PROGRESS AND CLASS RANKING – HIGH SCHOOL.

4. Credit for high school courses can only be awarded upon successful completion of all course requirements.

E. Options for Grading

If the student's grade point average in a course is 3.5, 2.5, 1.5, or .5 it will be the option of the teacher as to whether the higher or lower grade will be given. If the lower grade is given, the decision must be documented and approved by the principal (or designee).

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F. Three or More Fs

When three (3) or more of the marking period grades are "F" and the grade point average is .67 (rounded) or above, it will be the option of the teacher and principal as to the final grade.

G. Plus and Minus

No plus (+) or minus (-) symbols shall be used for any final grade.

Grading In Secondary Physical Education

The grades received by students enrolled in secondary physical education classes will be determined by "weighting" the various areas of the program, such as participation (50%), skill (25%) and knowledge (25%).

Secondary Course Modification

Schools may combine the content of two (2) courses into one (1) single period of instruction through the development of a course modification. Students may be granted credit for both of the courses represented in the course modification. In order to participate in a secondary course modification for students other than those enrolled in dropout prevention or exceptional student education, a school must complete the steps of the course modification process developed by the Division of Curriculum and Instruction.

Credits from Other Schools

It is the responsibility of the District to uphold the minimum educational standards of the State of Florida. The District shall place the student in the appropriate sequential courses.

ACCEPTANCE OF CREDITS

Student Transfers from Other School Systems

Students transferring to District public schools from other school systems shall meet the Board's graduation requirements, but such students shall not be obliged to retroactively meet such requirements so long as they have met all promotion requirements of their respective school districts and states prior to transferring to District public schools.

High School Credit of Transferring Middle School Students

Middle schools shall accept at face value the credits of students transferring from a Florida public school; from a public school in one (1) of the other forty-nine (49) states; from a Department of Defense school; from a school accredited by a regional accrediting agency under the governance of National Study of School Evaluation, National Council on Private School Accreditation member agencies, the Florida Council on Independent Schools and the Florida Association of Christian Colleges and Schools, or from a foreign school that is a recognized/accredited institution qualified to grant such credit consistent with the standards of the country in which the school is located, based on an official transcript from the transferring school. The regional accrediting agencies under the governance of National Study of School Evaluation are Middle States Association of Colleges and Schools, New England Association of Colleges and Schools, North Central Association of Colleges and Schools, Northwest Association of Colleges and Schools, AdvancEd - Southern Association of Colleges and Schools, and Western Association of Colleges and Schools.

A. Middle schools shall accept credits of students transferring from schools including home education that do not meet the above guidelines subject to the following conditions:

1. A student will be placed in the appropriate sequential course level in mathematics, science, social studies, and language arts. The student's credit will be based on successful completion of one (1) grading period of course work in each of the four (4) subject areas. Credit for all other courses will be accepted at face value provided that an equivalent course is contained in the listing of approved courses for middle/high schools in Florida.

   For each subject area in which the student earns a C or higher during the student's first grading period after transferring to a District middle/high school, the grades and credit earned in the school from which the student is transferring will be entered on the student's transcript. For each subject area in which the student earns a D or lower during the student's first grading period after transferring to a District middle/high school, the grades and credit earned in the school from which the student is transferring will be validated using the Alternative Validation Procedure before being entered on the student's transcript.

2. Alternative Validation Procedure. If validation based on performance as described above is not satisfactory, then any one (1) of the following alternatives shall be used for validation purposes as determined by the teachers, principal, and parent:

   a. portfolio evaluation by the Superintendent or designee;

   b. written recommendation by a Florida certified teacher selected by the parent and approved by the principal;

   c. demonstrated performance in courses taken through dual enrollment or at other public or private accredited schools;

   d. demonstrated proficiencies on nationally-normed standardized subject area assessments;

   e. demonstrated proficiencies on the FCAT; or

   f. written review of the criteria utilized for a given subject provided by the former school. Students must be provided at least ninety (90) days from the date of transfer to prepare for assessments outlined in paragraphs of this policy if required.

B. Accreditation agencies that do not meet the criteria outlined in this subsection for credits to be accepted by District high schools at face value may appeal to the Assistant Superintendent for Secondary Curriculum to have their accreditation process reviewed. If such an agency can show that their accreditation standards are equivalent to those of agencies under the governance of National Study of School Evaluation in the areas of instructional program design, governance and organization, personnel, services, plant operations and facilities, and finance and business operations as outlined in the Standards for Secondary Schools published by the regional accreditation agencies under the governance of National Study of School

Evaluation, then credit from a school accredited by that agency may be accepted at face value.

C. Transfer of High School Credits for Courses with End of Course Assessments

If a student transfers into a Florida middle school from out of country, out of state, a private school, or a home school, and that student's transcript shows credit received in Algebra 1 or an equivalent course, Geometry or an equivalent course, or Biology 1 or an equivalent course, the decision as to whether the student must take Florida's EOC assessment in Algebra 1, Geometry, or Biology 1, respectively, shall be made by the school principal as follows:

1. When evaluating a transfer student's transcript that indicates a 1.0 credit was earned in Algebra 1, Geometry, or Biology 1, it is important to consider the school year in which the student entered ninth grade for the first time (ninth grade cohort) and the school year in which the student took the course.

2. The transfer student is required to take the Algebra 1 EOC Assessment if the student entered grade 9 in 2011–2012 or thereafter and the transcript does not indicate a passing/proficient score on a statewide, standardized EOC assessment in Algebra 1 or on the high school statewide assessment in mathematics required by the state from which the student transferred for purposes of satisfying the requirements of the Elementary and Secondary Education Act.

3. The transfer student is required to take the Geometry EOC Assessment and the Biology 1 EOC Assessment if the student entered grade 9 in 2012–2013 or thereafter and the transcript does not indicate a passing/proficient score on a statewide, standardized EOC assessment in that course.

F.S. 1001.32(2), 1001.41, 1001.42, 1001.43
F.A.C. 6A-1.0955(3)(a)7

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Report Card

The report card provides a grade for the student's academic performance in each class or course, the student's conduct and the student's attendance including absences and tardiness. Each report card for the school year shall contain information regarding a student's performance at grade level or below, behavior, and attendance. The final report card shall contain information regarding a student's promotion or non-promotion.

Alternate Report Card

No changes shall be made in the form of the report card without the express approval of the Superintendent.

Grading Scale

The following point scale will apply to all high schools, as well as to middle school students enrolled in high school courses in grade 7 or 8 for credit toward graduation:

A. A = 4 grade points (90-100) (outstanding progress)

B. B = 3 grade points (80-89) (above average progress)

C. C = 2 grade points (70-79) (average progress)

D. D = 1 grade point (60-69) (lowest acceptable progress)

E. F = 0 grade points (O-59) (failure)

F. I = 0 grade points (incomplete)

Percents between eighty-nine percent (89%) and ninety percent (90%), seventy-nine percent (79%) and eighty percent (80%), sixty-nine percent (69%) and seventy percent (70%), and fifty-nine (59%) and sixty percent (60%) shall be rounded up to the higher grade if at the midpoint (.50) or above; those below the midpoint (.50) shall be rounded down to the lower grade.

Incomplete Grades

A student receiving a grade of Incomplete (I) in a course(s) during any grading period shall have a period of three (3) weeks after his return to school to make up any work missed that is needed for the teacher to be able to assign an appropriate grade. Any incomplete grade will revert to an "F" if the student does not make up the work missed within the three (3) weeks of returning to school. Extensions of time may be granted by the principal for the final grading period of the year.

Final Examinations

A. Definition

A final examination is a comprehensive assessment covering the course student performance standards for the entire term (a term is a semester in all high schools).

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B. Students shall take the final examination as set forth in "C" below as an academic performance requirement for the completion of the courses for which such examinations are required. The student's neglect of this responsibility shall result in a failing grade for the exam in that course.

1. Final examinations shall be required in the following courses: art, music, social studies, science, language arts and reading, math, world languages, physical education, driver's education, health education and vocational.

2. All students shall take final examinations in those courses for which such examinations are required, as provided in "C" below. An Advanced Placement or International Baccalaureate exam may be taken in lieu of a teacher developed final exam in those designated courses. In such case, the student must still attend his or her regular subject area classes for structured activities and/or projects until the end of the grading period.

3. In the event a student is unable to take an examination at the given time because of a legitimate absence through illness or some other serious reason, the student shall be given an opportunity to make up the examination without penalty of any kind.

4. In the event a student is under suspension during such an examination period, the principal shall provide for the student's taking of the examinations either at the given time or through some special arrangement, at the discretion of the teacher and principal.

5. Students who enter college at mid-year will be permitted to take their final examinations in accordance with "D" below, of this policy provided such students shall furnish to their respective principal (or designee) a copy of the receipted bill for college tuition.

C. Final Exam Requirement

With the following enumerated exceptions, students who have a course grade of "A" or "B" in the 1st and 2nd six weeks and have a provisional course grade of "A" or "B" in the 3rd six weeks are not required to take the final in that course. Except for second semester seniors, this provision shall apply to no more than three courses each semester, regardless of the number of periods in a student's schedule. The provisional 3rd six weeks grade will be based on the grades earned for the first four weeks of the third grading period. The student must maintain the "A" or "B" grade through the remainder of the 3rd six weeks.

Exceptions:

1. The student is enrolled in the same course during two (2) terms of the same school year. In such cases, the student is required to take at least one (1) final exam in that course.

2. The student has been enrolled in a District public high school for less than the entire term. In such cases, the student is required to take all exams.

3. The student has five (5) or more absences per semester in any class. If so, the student is required to take the final exam in all classes. Regardless of the number of minutes in a class period, an absence from the class is only counted as one (1) absence in the class

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for purposes of this policy. For purposes of this policy a student who is not present in class at least one half of the class period shall be counted absent. Preapproved absences for school sponsored activities, religious holidays, and college/post-secondary visitation shall not be counted in calculating the five (5) or more absences specified above. Absences for college/post-secondary visitation are limited to three (3) days per year for seniors and one (1) day per year for juniors.

4. The final exam is a State-required End of Course exam.

Students not required to take a final exam may elect to take their final examinations to improve the final grades. A final grade shall not be reduced as a result of the examination grade, should the student elect this option.

If a school requires final exams for specific Advanced Placement courses, the school should clearly communicate this in their school's curriculum guide.

D. Early Exams

If a secondary student withdraws or leaves school for the remainder of the year during the last ten (10) school days of the semester for a reason acceptable to the school principal, the student may be permitted to take early examinations.

1. No early exams shall be administered prior to the last twelve (12) school days of each semester.

2. Students shall pay a reasonable fee per examination as established by the Superintendent. The teacher who prepared the examination and the person (a certified instructional professional) who administers the examination will each be paid one-half (1/2) the fee per exam.

3. Early examinations shall not be given during regular school hours. Early examinations may be administered after school hours and on weekends.

4. In courses where the teacher chooses to give an oral/participation examination the exam shall be administered by that teacher.

Final Grades

The final grade in high school courses is a semester grade determined by giving equal value to each of the grades of the three (3) marking periods and to the final examination.

A. Calculating Final Grades

To obtain the semester grade, add the unweighted grade point values of the three (3) term grades (T) and the unweighted grade point value of the exam grade (E), and divide that total by four (4):

(Tl+T2+T3+E)/4 = Semester Grade*

In courses for which final examinations are not prescribed or required, the final grade will be determined by averaging the unweighted grades of the three (3) terms:

(Tl+T2+T3)/3 = Semester Grade*

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The resulting semester grade average is converted to a letter grade based on the scale below (see paragraph (c) regarding grades at the midpoint):

A = 3.5-4

B = 2.5-3.5

C = 1.5-2.5

D = .5-1.5

F = 0-.5

*These formulas for arriving at a student's grade may be nullified in any course in which the passing of a county test is part of the requirements, as stated in the County Course Description Catalog.

B. Academic Grades vs. Evaluation of Conduct

In arriving at the academic grades of all students, teachers are expected to carefully distinguish between the academic grade and the students' conduct. All report cards will provide some form of evaluation concerning the students' conduct or deportment. In no case will the student receive an academic grade which is contingent upon his/her conduct, except as provided in the Code of Student Conduct.

C. Grades at the Mid-point of Each Grade Level

At the mid-point of each grade level, (i.e., 3.5, 2.5, 1.5, .5) it will be the option of the teacher as to whether the higher or lower grade will be given. If the lower grade is given, the decision must be documented and approved by the principal (or designee).

D. Teacher/Principal Discretion in Determining the Final Grade

If a high school student fails his/her final marking period and his/her final examination, the student may be given a failing semester grade, at the discretion of the teacher and principal, regardless of the grade point average. If a high school student fails all three (3) marking periods or two (2) marking periods and the final examination, the student may receive a failing semester grade in that course at the discretion of the teacher and principal, regardless of grade point average. If a failing grade is given, the decision must be documented and approved by the principal or designee.

E. Final Grade Point Average

All high school courses will be included in the GPA calculation unless the grade has been forgiven.

F. Unweighted Grade Point Average

Grades are assigned the following point values except as identified in Board policy (e.g. when determining eligibility for extra-curricular activities and for determining the cumulative grade point average for graduation):

1. A = 4

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2. B = 3

3. C = 2

4. D = 1

5. F = 0

G. Weighted Grade Point Average for Standard Curriculum Students

Grades are assigned the following point values only when determining class ranking and for averages for summa cum laude, magna cum laude, cum laude status, valedictorian, salutatorian, and the National Honor Society:

1. to receive an "A" in:

   a. Honors (Q) - A = 5

   b. Regular - A = 4

   c. Basic (B) - A = 3

2. to receive a "B" in:

   a. Honors (Q) - B = 4

   b. Regular - B = 3

   c. Basic (B) - B = 2

3. to receive a "C" in:

   a. Honors (Q) - C = 3

   b. Regular - C = 2

   c. Basic (B) - C = 1

4. to receive a "D" in:

   a. Honors (Q) - D = 1

   b. Regular - D = 1

   c. Basic (B) - D = .5

5. to receive an "F" in:

   a. Honors (Q) - F = 0

   b. Regular - F = 0

   c. Basic (B) - F = 0

H. Honors Quality Points

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A weighted grade point average is achieved by assigning one (1) extra honors quality point to A, B, and C grades earned in selected honors, advanced placement, dual credit, Pre IB and IB courses (see above). The District's *High School Uniform Course Descriptions* and the individual high school curriculum guides will use a (Q) to indicate the Board approved honors quality point courses.

1. When an honors quality point is approved for an existing course in the District's High School Uniform Course Descriptions, the application of the extra point will begin with the next school year after it is approved and will only impact the entering ninth grade class that school year or the entering seventh and eighth grade classes that school year if the high school course is taken at the middle school level. These honors quality points are not applied retroactively.

2. When a new honors quality point course is added to the District's High School Uniform Course Descriptions, the honors quality point may be earned by all students in grades 9-12 enrolled in the course during its implementation year and subsequent years.

3. Quality points earned in approved high school courses taken in middle school will not be applied to a student's record until the student enters high school.

Forgiveness Policy

A. A high school student who chooses to repeat a specific course to replace a "D" or "F" with a grade of "C" or higher will be given that opportunity in the regular school program to repeat the course. The opportunity to take a replacement course is subject to course availability. There is no assurance that an appropriate replacement course will be available to all students. All replacement courses must be completed no later than the second semester of the senior year. The repeated course can also be taken in the Extended Learning Program to replace an "F" grade or to replace a "D" grade if the student has less than a 2.0 unweighted GPA. The repeated course can also be taken in an adult education evening class to replace an "F" grade for students within one (1) month of their 16th birthday and older. Pending available space, students may choose to attend an adult education class to replace a "D" grade with a grade of "C" or higher if the student is working toward a twenty-four (24) credit standard diploma and has an unweighted GPA of less than 2.0.

Upon completion of such repeated course, only the higher of the two (2) grades will be used to compute the student's grade point average. "Forgiven grades", however, will be included on a student's transcript. Credit may be earned only one (1) time for the course repeated. Any course grade not replaced according to this forgiveness policy shall be included in the calculation of the cumulative grade point average.

B. A required course may only be replaced with the same or comparable course ~~, or~~ an advanced or honors version of the course being "forgiven", or a "credit recovery" version of the course being forgiven. An elective course may be replaced with any other course within the same course area and course level. . Because there is more than one (1) course/series of courses that can be used to to learn algebra concepts in preparation for the Algebra EOC, a student may apply the grade forgiveness rule to one (1) or both semesters of Algebra Ia for the first semester of Algebra I and vice versa and a student may apply the grade forgiveness rule to one (1) or both semesters of Algebra Ib for the second semester of Algebra I and vice versa. For students entering 9th grade in the 2010-2011 school year and subsequent years, a passing course grade in Algebra 1B, or Algebra 1 does not award credit and does not meet the state's Algebra graduation requirement. For these students, passing the

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Algebra 1 EOC awards course credit and meets the state's algebra requirement for graduation. For students entering 9th grade in 2012-2013 and subsequent years, a passing course grade in biology or geometry does not award credit in either course and does not meet the state's biology or geometry graduation requirements. For these students, passing the geometry and biology EOCs awards course credit and meets the state's geometry and biology requirements for graduation.~~meet the algebra requirement for high school graduation, a student may apply the grade forgiveness rule to one (1) or both semesters of Algebra Ia for the first semester of Algebra I and vice versa and a student may apply the grade forgiveness rule to one (1) or both semesters of Algebra Ib for the second semester of Algebra I and vice versa. A student must successfully complete one (1) of the State-approved courses/series of courses to meet the algebra requirement for high school graduation. NOTE: Criteria related to receiving credit for only one (1) of the courses/series of courses to meet the algebra requirement are outlined in the Florida Course Descriptions.~~

C. A student in the middle grades who takes any high school course for high school credit and earns a grade of "C", "D" or "F" or the equivalent of a grade "C", "D", or "F," may replace the grade with a grade of "C" or higher or the equivalent of a grade "C" or higher, earned subsequently in the same or comparable course.

Grading In Secondary Physical Education

The grades received by students enrolled in secondary physical education classes will be determined by "weighting" the various areas of the program, such as participation (50%), skill (25%) and knowledge (25%).

F.S. 1001.32(2), 1001.41, 1001.42, 1001.43, 1003.437, 1003.33, 1003.43(5)(c)
F.A.C. 6A-1.0955(3)(a)7

Adopted 12/9/09; Revised 6/29/10, 9/14/10, 12/6/11, / /13

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5430 - CLASS RANK

Procedures For Ascertaining the Rank In Class Of Standard Curriculum Students

A. Class rank will be computed based on all courses taken for high school credit through the first semester of the 12th grade year or through first semester of 11th grade for students in the eighteen (18) credit accelerated graduation option. Grades for courses taken in middle school, the Extended Learning Program, adult education, etc., awarding high school credit, will be used to calculate high school class rank. For the purpose of identifying class ranks of one (1) and two (2) (Valedictorian and Salutatorian), extra courses beyond those needed for graduation that were earned in middle school or outside the regular school day in grades 9-12 (twenty-four (24) in high school) may be deleted from the class rank computation by student request in writing to the principal prior to the end of the first semester of the 12th grade year.

B. Students transferring from a 4x4 schedule school will be class ranked with all other students based on all courses taken. The principal (or designee) will determine the class rank status of transferring students and the decision will be final. In the event that the transfer negatively affects a current valedictorian or salutatorian status, co-honors will be bestowed.

C. Eligible students who graduate early with 24 credits will continue to be included with their cohort group in final class ranking, honors designations upon graduation, and eligibility for valedictorian and salutatorian honors.

~~C~~D. Rank in class will be computed at the end of each term including all course work completed prior to July 1st of each school year for all students. The final ranking is computed after the first semester of the 12th grade year.

~~D~~E. Grades earned in all courses (basic, regular, honors) will be weighted in determining final GPA, as provided in administrative procedures.

Valedictorian and Salutatorian Identification

Each high school will identify a valedictorian and salutatorian based on class rank and students who qualify for summa cum laude, magna cum laude or cum laude status based upon the cumulative weighted grade point average as determined within this policy. Such selection does not provide that the students will address the graduating class. The choice of graduation speaker shall be made at the discretion of the principal. Students graduating as early admission to college, early college program, or three (3) year eighteen (18) credit students ~~in the accelerated graduation option~~ are not eligible for Valedictorian or Salutatorian.

While students enrolled in the International Baccalaureate (IB), Center for Advanced Technology (CAT), or Engineering Academy (EA) programs shall graduate with other students of the host school, separate valedictorians, salutatorians, and class rankings shall be designated for students of the IB, CAT, and EA programs, based upon their weighted grade point averages.

Honors Diploma

Graduating seniors who achieve a cumulative weighted grade point average of 3.5 or higher shall be granted an Honors Diploma as prescribed by the School Board and shall be designated in the graduation program.

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Cum Laude Status

Students must earn the following cumulative weighted grade point averages (not rounded) to qualify for cum laude status. High school seniors who become eligible for a cum laude status during the second semester of their senior year shall have their cum laude seals mailed to them.

A. Summa cum laude - GPA greater than 4.0

B. Magna cum laude - GPA greater than 3.8 but less than or equal to 4.0

C. Cum laude - GPA greater than or equal to 3.5 but less than or equal to 3.8

D. With distinction - GPA greater than or equal to 3.25 but less than 3.5

F.S. 1001.32(2), 1001.41, 1001.42, 1001.43, 1003.33, 1003.43(5)(c), 1003.437
F.A.C. 6A-1.0955(3)(a)7

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5455 - FLORIDA'S BRIGHT FUTURES SCHOLARSHIP PROGRAM

Early Graduation and Florida Bright Futures Scholarships

Eligible students who graduate from high school midyear may receive an initial Bright Futures Scholarship award during the spring term following the student's graduation, as long as the student applies for the scholarship award no later than August 31 of the student's graduation year.

Students who receive an initial award during the spring term will be evaluated for scholarship renewal after the completion of a full academic year, which begins with the fall term.

Community Service Work Experience for Florida Bright Futures Awards

A. Policy

This policy addresses only community service work experience required for students to be eligible to receive the Florida Academic Scholars, Florida Medallion Scholars, or the Florida Gold Seal Vocational Bright Futures Scholarship.

B. Requirements

1. To be eligible to receive the Florida Academic Scholars Award a student must complete a program of community service work that includes a "minimum of one hundred (100) hours of community service."

2. To be eligible to receive the Florida Medallion Scholars Award a student must complete a program of community service work that includes a "minimum of seventy-five (75) hours of community service."

3. To be eligible to receive the Florida Gold Seal Vocational Scholars Award a student must complete a program of community service work that includes a "minimum of thirty (30) hours of community service."

4. The student will identify a social problem that interests him/her, develop a plan of personal involvement in addressing the problem and evaluate and reflect upon the experience.

5. The community service work shall address a social problem with preference to benefiting the State of Florida and/or Pinellas County.

6. The service may be performed at more than one (1) agency and address more than one (1) social problem, however, each agency must be approved by the high school's community service designee prior to the beginning of the experience.

7. The high school's community service designee must approve the student's plan prior to the beginning of the experience.

8. The student must be a high school student enrolled in grades 9-12.

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C. Procedures

The following steps are the process that the student will use for documenting the community service experience.

1. Meet with the community service designee at the student's high school to review policies and procedures on the Student Community Service Information Sheet (PCS 2-2602-1).

2. Contact the community agency for an interview to discuss the social issue and a plan of action to address the social issue.

3. Complete form #1 (PCS 2-2602-2) after developing a detailed identification of the social problem and plan of action.

4. Submit community service form #1 (PCS form 2-2602-2) to the community service designee at the high school for approval.

5. Log community service hours on form #2 (PCS form 2-2602-3). The agency contact person must sign this documentation.

6. Summarize, evaluate, and reflect upon the community service work experience and the persons in the community that the student interacted with during this service work. Submit this information to the high school community service designee by completing the reverse side of the community service form #2 (PCS form 2-2602-3).

7. The completed forms shall be placed in the student's official cumulative file at the high school.

D. Restrictions

What hours cannot be counted?

1. Hours logged prior to the high school community service designee's approval and signature.

2. Court mandated community service.

3. An activity for which a student benefited financially or materially for the community service work.

4. All forms of duty within the family. The student's family to include: parents (including step), siblings (including step), any of their grandchildren (including step) and any of their spouses.

5. Religious devotion or any activity which can be interpreted primarily as proselytizing.

6. An activity where there is no leader or responsible adult on site to evaluate and confirm student performance.

E. Appeals

If a proposed plan is not approved by a high school's community service designee, the student may appeal the denial to the Bright Futures Community Service Appeals

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Committee, which will render a final decision on the student's plan. The committee will be appointed by the District Guidance office who will develop procedures for the committee. Decisions of the committee (without personal identifiable information about an individual student) will be distributed to all high schools.

F.S. 1001.32(2), 1001.41, 1001.42, 1001.43

Adopted 12/9/09; Revised 12/6/11, / /13

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5460 - GRADUATION REQUIREMENTS

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It shall be the policy of the School Board to acknowledge each student's successful completion of the instructional program appropriate to the achievement of District goals and objectives as well as personal proficiency by the awarding of a diploma.

The Board shall award a standard high school diploma to every student enrolled in this District who meets the requirements of graduation established by this Board or who properly completes the goals and objectives specified in their individualized education program (I.E.P.) including either the exemption from or the requirement to complete the State-mandated tests and the recommendation of the I.E.P. Team.

Commencement exercises will include only those students who have successfully completed requirements for:

A. a standard high school diploma

B. a special diploma

C. an in-school GED program diploma

D. a performance diploma option (GED exit option)

E. or a certificate of completion for graduation as certified by the high school principal and accepted by the student. If the student does not accept the certificate of completion the student may continue their enrollment in accordance with the terms of the Code of Student Conduct.

No student who has completed the requirements for graduation shall be denied a diploma as a disciplinary measure. A student may be denied participation in the graduation ceremony based on misconduct.

The Board also shall grant an adult education diploma to all District residents over the age of sixteen (16) who have legally left a K-12 program and met the requirements established by the State Board of Education.

GRADUATION REQUIREMENTS: HIGH SCHOOL

Graduation Defined

Graduation from a District high school implies that students have satisfactorily completed the prescribed high school core curriculum in accordance with the provisions of Board policy and that they have satisfactorily passed any examinations and other requisites set by the State Board of Education and the Board. ~~These requirements are based on the assumption that a high school education represents the successful completion of a four (4) year program of studies, with enough flexibility to allow qualified students other alternatives for graduation.~~ High school credits earned in grades 7 and 8 will apply to graduation requirements but will not be used for acceleration of graduation.

Standard Diploma Requirements for On-Time (4 year) or Early Graduation (fewer than 4 years)

A. Number of Credits Required for Graduation

The minimum number of credits required for graduation from ~~a four (4) year program in~~ high school is twenty-four (24). As provided in s. 1003.4281, F.S. early high school graduation options for students allow any student who has completed a minimum of

24 credits and meets other graduation requirements as specified in s. 1003.428, F.S. shall be able to graduate from high school in fewer than eight semesters or the equivalent. Parents of students who are eligible to graduate early will be notified of their student's early graduation eligibility. Students who graduate early will be able to continue to participate in school and social events, including graduation ceremonies, as part of the student's original cohort group. Eligible students who graduate early will continue to be included with their cohort group in final class ranking, honors designations upon graduation, and eligibility for valedictorian and salutatorian honors. Eligible students who graduate midyear during their 4th year of high school may receive a Bright Futures Scholarship award during their spring term as outlined in Florida Bright Futures Scholarship Program.

Students may also select the three (3) year eighteen (18) credit standard college preparatory program or three (3) year eighteen (18) credit career preparatory program (for eighteen (18) credit options see GPA Requirement and Accelerated Graduation). Students in their third year in the eighteen (18) credit option program may participate in senior activities directly related to graduation but are not eligible for participation in other senior activities or privileges.

1. Graduation Program Options

   a. ~~four (4) year~~ twenty-four (24) credit program

   b. three (3) year eighteen (18) credit standard college preparatory program

   c. three (3) year eighteen (18) credit career preparatory program

2. Selection of a Graduation Program Option

   a. Students make their initial selection of a graduation program option while in 8th grade during the spring high school registration process. Students may elect to change this option at anytime through 12th grade.

   b. A student must achieve at least a level 3 on the most recent FCAT reading, mathematics and writing assessments in order to select an eighteen (18) credit accelerated graduation program option.

3. Procedure for Changing the Graduation Program Option

   a. Students may elect to change this option at anytime through 12th grade.

4. Failure to Complete the Eighteen (18) Credit Graduation Program within Three (3) Years

   a. A student who selects a three (3) year eighteen (18) credit graduation program option and does not meet the specific program requirements within three (3) years, automatically reverts to the ~~four (4) year~~ twenty-four (24) credit graduation program option.

   b. An eighteen (18) credit student who does not score at level 3 or higher on the grade 10 FCAT writing assessment, or achieve five (5) credits by the end of grade 9 or eleven (11) credits by the end of

grade 10 will be reassigned to the twenty-four (24) credit program option.

B. Specific Credit Requirements for Graduation

(See F.S. 1003.43(1) for specific content requirements of designated courses.)

1. Beginning with students entering their first year of high school in the 2007-2008 school year, specific course requirements for graduation include:

a. Sixteen (16) core curriculum credits:

1) English – Four (4) credits in English, with major concentration in composition, reading for information, and literature.

2) Mathematics – Four (4) credits in mathematics, one (1) of which must be Algebra I, a series of courses equivalent to Algebra I, or a higher-level mathematics course. For students entering 9th grade in the 2010-2011 school year, Geometry or equivalent courses must be one of the four required mathematics courses, and the Algebra I EOC Assessment requirement must be met (see section M – Statewide Assessment Program below). Students entering 9th grade in the 2012-2013 school year must also meet the Geometry EOC Assessment requirement (see section M- Statewide Assessment Program below). ~~-~~School districts are encouraged to set specific goals to increase enrollments in, and successful completion of, geometry and Algebra II.

3) Science – Three (3) credits in science, two (2) of which must have a laboratory component. For students entering 9th grade in the 2011-2012 school year, Biology must be one of the three required science courses. Students entering 9th grade in the 2012-2013 school year must also meet the Biology EOC Assessment requirement (see section M- Statewide Assessment Program below).

4) Social Studies – Three (3) credits in social studies as follows: one (1) credit in United States history; one (1) credit in world history; one-half (1/2) credit in economics; and one-half (1/2) credit in United States government.

5) Fine or Performing Arts – One (1) credit in fine or performing arts, which may include speech and debate.

6) Physical Education/Health – One (1) credit in Health Opportunities through Physical Education (HOPE) to include integration of health. Participation in an interscholastic sport at the junior varsity or varsity level for two (2) full seasons shall satisfy the one (1) credit requirement in physical education if the student passes a competency test on personal fitness with a score of "C" or better. The competency test on personal fitness must be developed by the Department of Education. A school may not require that the one (1) credit in physical education be taken during the 9th grade year. Completion of one (1) semester with a grade of

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"C" or better in a marching band class, in a physical activity class that requires participation in marching band activities as an extra-curricular activity, or in a dance class shall satisfy one-half (1/2) credit in physical education or one-half (1/2) credit in performing arts. This credit may not be used to satisfy the personal fitness requirement or the requirement for adaptive physical education under an individual education plan (IEP) or 504 plan. Completion of two (2) years in a Reserve Officer Training Corps (R.O.T.C.) class, a significant component of which is drills, shall satisfy the one (1) credit requirement in physical education and the one (1) credit requirement in performing arts. This credit may not be used to satisfy the personal fitness requirement or the requirement for adaptive physical education under an individual education plan (IEP) or 504 plan.

b. A minimum of eight (8) credits in elective courses selected by the student as part of the education plan.

Elective courses are selected by the student in order to pursue a complete education program to meet eligibility requirements for scholarships.

2. Level 1 Courses, Remedial Courses, Non-academic Activities and Community Service Work

a. Level 1 Courses: A student will not be placed in a Level 1 course for graduation credit unless the student's assessment indicates that a more rigorous course of study is inappropriate to meet the student's needs. A written assessment of the need must be included in the student's Progress Monitoring Plan or IEP.

b. Remedial Courses: Remedial instruction provided during high school may not be in lieu of English and mathematics credits required for graduation.

c. High school students who score at Level 1 on FCAT Reading are required to complete an intensive reading course. Those students who score at Level 2 must be in an intensive reading course or a content reading intervention. A high school student who scores at Level 1 or Level 2 on FCAT Reading but who did not score below Level 3 in the previous 3 years may be granted a 1-year exemption from the reading remediation requirement; however, the student must have an approved academic improvement plan already in place, signed by the appropriate school staff and the student's parent, for the year for which the exemption is granted.

d. Nonacademic Activities: Credit for high school graduation may be earned for volunteer activities and nonacademic activities that have been approved by the State Board of Education.

e. Community Service Work: Students may earn credit towards graduation by completing voluntary community service work or school service work. Credit may be earned by passing a one-half (1/2) credit elective social studies course and/or a one-half (1/2) credit elective

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course as designated by the District. Students must complete seventy-five (75) hours of service for each one-half (1/2) credit and meet other procedures established by the District. Community service credits may not be used for acceleration of graduation. The community service project site will be selected (within the District procedures) by the student. Each participating student must meet the community service requirements specified in F.S. 1003.43(1)(k). Credit may not be earned for community service provided as a result of court action. (See also Florida's Bright Futures Scholarship Program)

C. Career and Technical Education Course Substitutions to Fulfill Graduation Requirements

1. Any student in grades 9 through 12 who enrolls in and satisfactorily completes a job preparatory program listed below may substitute credit for a portion of the required four (4) credits in English, three (3) credits in mathematics, or three (3) credits in science as specified.

2. The credit substituted for English, mathematics, or science earned through the vocational job preparatory program shall be on a curriculum equivalency basis. Vocational course substitution may not exceed two (2) credits in each subject area. A program, which has been used to substitute in one (1) subject area, may not be used to substitute for any other subject area.

3. Job preparatory programs which have been identified as being the equivalent of Business English I (#1001440), Business English II (#1001450), Business Mathematics (#1205540), Pre-Algebra (#1200300) General Science (#2002310), and Anatomy and Physiology (#2000350) are listed below:

   a. Business English I: Accounting Operations 8203300, Administrative Assistant 8212000, and Business Supervision and Management 8215100.

   b. Business English I and/or Business English II: Administrative Assistant 8212000.

   c. Business Mathematics: Administrative Assistant 8212000, Business Computer Programming 8206300, PC Support Services 8207200, Business Supervision and Management 8215100, Accounting Operations 8203300, Academy of International Business 8216100.

   d. Pre-Algebra: Electronics 8730000.

   e. General Science: Nursery & Floriculture Operations 8121200, Environmental Horticulture 8121500, Natural Resources & Forest Ecology 8118200 and Animal Science 8106100.

   f. Anatomy and Physiology: Allied Health Assisting 84171310, Electrocardiograph Aide 84171610, First Responder 84171710, Home Health Aide 8417190, Nursing Assistant 84172110 and Health Unit Coordinator 84171810, Veterinary Assistant 8115110.

4. A student who completes a job preparatory program and substitutes part of that program for Business Mathematics, Business English, Business English

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II, General Science, or Anatomy and Physiology may not take these courses and receive additional credit.

5. Business Technology Education Program Guidelines

a. Business English I and Business English II are yearlong courses for vocational students. Students who earn a full credit in both of these courses may substitute them for English III and IV. Students who earn credit only in Business English I must take English III as their fourth English credit. Students who complete only one (1) semester of Business English I must take one (1) semester of English III to complete their third English credit and a full year of English IV to complete their fourth English credit.

b. Business Mathematics satisfies one (1) year of the mathematics requirement for graduation. Since Business Mathematics is a level 1 course (waiver required) and does not prepare a student to meet the algebra requirement for graduation, it is recommended that students take this course as their third mathematics credit only when a more rigorous course would not be appropriate. Business Technology Education program completers may use course substitution for this course as outlined in the Florida Course Code Directory and Instructional Personnel Assignments.

c. In determining program completers in Business Education, Keyboarding and Business Skills (8200320) and Computer and Business Skills (8200330) may be combined as a substitute for Business Systems and Technology I (8209020).

d. The first semester or a full year of Word Processing I (8212010) may be substituted for the second semester of Business Systems and Technology I (8209020) provided the equivalent Student Performance Standards have been met.

e. Practical Computer and Business Skills (8200330) may substitute for the first semester of Business Systems and Technology II (8209030) provided the equivalent Student Performance Standards have been met.

D. Exceptional Student Requirements

Exceptional students must meet the requirements outlined for high school students in the general education program to earn a standard diploma. Additional policies pertaining to exceptional student education are located in the District's *Special Programs and Procedures for Exceptional Students Handbook* as referred in Exceptional Student Education. Access to a standard diploma for any exceptional student means that:

1. Exceptional students may enroll in any general education or exceptional student education course that is described in the District Course Code Directory to meet graduation requirements. Courses with special diploma performance standards will count only as elective credit toward a standard diploma.

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2. Course accommodations are provided as needed in regular and vocational courses as specified on the Individual Education Plan (IEP). Accommodations cannot change course performance standards.

3. Test accommodations for classroom, District and State test administration procedures are provided as needed in regular and vocational courses as specified on the Individual Education Plan (IEP).

4. Exceptional students (except gifted, vision impaired, or speech impaired only) may pursue a special diploma if they are unable to meet standard diploma requirements. The diploma decision must be made by the IEP team no later than the end of the first semester of eighth grade or during the school year of the student's 14th birthday, whichever comes first. This decision is reviewed at least annually by the IEP team. The decision may be changed, understanding that it may increase the amount of time required prior to graduation.

E. Progress Toward Graduation in High School

1. Progress toward graduation in grades 9-12 shall be based on passing the FCAT or an EOC Assessment as outlined in the Statewide Assessment Program section below, mastery of subject matter by earning the required twenty-four (24) credits and earning the required cumulative unweighted 2.0 GPA. Students progress through high school each year at their own pace. When a student accumulates a minimum of seventeen (17) high school credits and completes three (3) full years of high school, senior or 12th grade status will be granted.

2. Students scoring below Level 2 on FCAT Reading or Mathematics, below 4.0 on FCAT Writing or the District writing test, or below Level 2 on FCAT Science or the District science test will receive remediation and may be retained. Additional diagnostic assessments aligned to FCAT will be administered. Upon subsequent evaluation, if the documented deficiency has not been remediated in accordance with the academic improvement plan, the student may be retained.

3. No students may be assigned to a grade level based solely on age or other factors that constitute social promotion.

F. Full Time Enrollment Requirement in Regular Schedule High School

Students shall be enrolled full time according to their school's master schedule during a school calendar year. A school calendar year includes first semester, second semester, and coursework completed prior to July 1st of each year. Students may earn credits in the regular high school program, including Florida Virtual School, and additional credits in the Extended Learning Program, adult school, the Florida Virtual School or college dual credit. A student may also earn credit in a regionally accredited public or private summer term program. During a grading period, a student must be enrolled in and attending at least four (4) courses at the high school in order to be a District student. Home education students may not enroll in more than three (3) courses (see also Policy 9270 - Home Education).

Credits earned in summer term, the Extended Learning Program, the Florida Virtual School, college dual credit or adult school may ~~not~~ be used for the purpose of accelerating graduation. ~~except for students in the Early Graduation Option program or an approved District Dropout Prevention Program.~~

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G. Credit Requirements for Students Transferring from Out-of-State

If a student enters from out-of-state with fewer than six (6) credits, but is classified as a tenth grade student, the student must earn eighteen (18) additional credits to graduate. If a student enters from out-of-state with fewer than twelve (12) credits but is classified as an eleventh grade student, the student must earn twelve (12) additional credits to graduate; these credits must include as many required subjects as possible in order to give greater emphasis to the academic subjects. If a student enters from out-of-state with fewer than eighteen (18) credits but is classified as a twelfth grade student, the student must earn six (6) additional credits to graduate; these credits must include as many required subjects as possible in order to give greater emphasis to the academic subjects. For each such student transferring from out-of-state, "OUT-OF-STATE TRANSFER" should be entered in the comment section of the student academic history screen to explain the possibility of a student's graduating with fewer than the regularly required number of credits for graduation. (See also Acceptance of Credits).

H. High School Students in Adult High School

With the approval of the high school principal/designee, twenty-four (24) credit standard diploma high school students who are within one (1) month of their sixteenth (16th) birthday or older may enroll in adult high school credit courses if any of the following apply:

1. A student who is in his/her third or fourth year of high school, is behind in earned credits, and cannot earn all needed credits in day school in time to graduate with his/her class, may enroll in a required subject area course s/he has not taken before for subject area credit with the exception of any courses that require an End of Course (EOC) exam to receive credit.

2. A student who is in his/her third or fourth year of high school, is behind in earned credits and cannot earn all needed credits in day school in time to graduate with his/her class, may enroll in an elective course s/he has not taken before for elective credit with the exception of any courses that require an End of Course (EOC) exam to receive credit.

3. A student needs forgiveness for a failed course with the exception of any courses that require an End of Course (EOC) exam to receive credit.

4. A student with an unweighted GPA of less than a 2.0 may enroll to replace a "D" grade with a grade of “C” or higher on a space available basis only with the exception of any courses that require an End of Course (EOC) exam to receive credit.

5. Course work is needed to meet requirements of the Florida Bright Futures Scholarship Program Certificate or the Early Graduation Option program (EGO).

6. Under extenuating circumstances with approval of the principal and Director of High School Education.

I. High School Students in the Florida Virtual School

With the approval of the high school principal/designee and the student’s parent, high school students may enroll in course work during or beyond the regular school

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day/year through the Florida Virtual School. High schools may also build Florida Virtual School courses into their master schedules during the school day.

1. A student may not be enrolled simultaneously in the same course at both their school and the Florida Virtual School. Students should enroll in Florida Virtual courses at the beginning of a semester. While students await acceptance in a Florida Virtual School course, they must be enrolled full time in a District school.

2. Although Florida Virtual School may have institutional drop/add procedures and timelines, students must be enrolled in a full schedule in the District and may not drop a Florida Virtual School course that results in less than a full course load. Florida Virtual School "W/F" grades will be treated as a grade of "F" on a student's transcript.

3. During a grading period, a student must be enrolled in and attending at least half of the courses at a regular high school.

J. Additional Credit for Dropout Prevention Students

A student enrolled in a Department of Education approved District Dropout Prevention Program may earn additional credit if enrolled in course modification classes and/or an after school work experience program and may be eligible to graduate in less than twelve (12) years (grades 1-12). Students enrolled in the school who have previously been retained one (1) or more grades may be eligible to participate in an upgrade program. If a student is in an eighth grade upgrade, the student will be classified as a ninth grader and enrolled in high school credit courses which may include approved course modifications if the student remains at the discovery school for the entire year. Eighth grade students at the school not eligible for the upgrade program may earn up to 1.5 non-academic high school credits.

K. Summer Term Credits

A student may earn high school credit by successfully completing a summer term course in a regionally accredited public or private summer term program.

The summer grades of students are acceptable as credit needed to meet graduation requirements provided the program meets the 120 class hours required by the State Department of Education and that the students shall have successfully completed an examination given by the school granting the credit. Courses offered in Extended Learning Programs and established in the state's Uniform Course Directory as "Credit Recovery" courses are not required to meet the 120 class hour requirement to grant elective course credit. Credit recovery courses may be used for grade forgiveness as outlined in Grade Forgiveness policy.

L. GPA Requirement

1. Students entering 9th grade during 2000-2001 and subsequent years must achieve a cumulative unweighted grade point average of 2.0 or above on a 4.0 scale to be eligible for a diploma. All high school courses taken will be included in the GPA calculation unless the grade has been forgiven. For diploma purposes, a grade point average of 1.950 or higher will be rounded to a 2.0.

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2. Students selecting the eighteen (18) credit three (3) year Standard College Preparatory graduation program option~~s~~ must earn at least a cumulative weighted grade point average of 3.5 on a 4.0 scale.

3. Students selecting the eighteen (18) credit three (3) year Career Preparatory program must earn at least a cumulative weighted grade point average of 3.0 on a 4.0 scale.

M. Statewide Assessment Program

Each student must meet the requirements of the Statewide Assessment Program and must earn a passing score in FCAT reading, mathematics, and/or appropriate End-of-Course (EOC) assessments to be eligible for a diploma. The FCAT and EOC assessments also serve as the assessment of a high school student's readiness to enter the workforce. Exceptional students are eligible for test administration accommodations as specified on their Individual Education Plan. Students with disabilities, whose abilities cannot accurately be measured by the Statewide assessment test, may be determined eligible for a waiver of the FCAT and EOC requirement for graduation (WFW code). (See Exceptional Student Education Procedures and Assessment). In order to select an eighteen (18) credit graduation option, a student must achieve at least a level 3 on the most recent FCAT reading, mathematics, and writing assessments.

All courses that have a required End-of-Course (EOC) assessment shall be yearlong courses in which credit will only be awarded at the end of the school year. According to state guidelines, courses that have an EOC assessment may require the student pass the EOC assessment in order to earn credit in the course. Students will be required to take the first semester exam. A second semester exam will not be administered in courses with an EOC. For courses in which the state requires that the EOC assessment comprise 30 percent of the final grade, the following formula will be used to determine the course grade:
[((T1+T2+T3+E)/4) x 35%] + [((T4+T5+T6)/3) x 35%] + [(EOC Assessment converted to 0-4 scale) x 30%] = course average
Note: all T grades (six weeks) use letters to compute.

Credit Acceleration Program (CAP); a student who is not enrolled in or who has not completed the related course may take the EOC during any ~~the~~ regular administration of the assessment. If the student earns a passing score, they will receive regular course credit (i.e. Geometry, not Geometry Honors) and a “P” for the course grade. The “P” does not impact a student grade point average.

N. Elective Credits

Remedial and compensatory courses taken in grades 9-12 may only be counted as elective credit. Credits for electives for a standard diploma may not include more than a total of nine (9) credits of remedial and compensatory courses, nor more than one (1) credit for exploratory vocational, nor more than three (3) credits for practical arts family and consumer sciences classes. ESE students pursuing a special diploma may earn additional elective credits.

O. Dual Credit Program

The Board has established articulation agreements with St. Petersburg College (SPC), the University of South Florida and the University of Florida. The SPC agreement enables District high school students to take college courses on the high school campuses or on a St. Petersburg College campus. Students who satisfactorily

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complete the requirements of the courses within the program receive college credit by complying with the District rules and high school credit prorated according to the college credit hours for each college course successfully completed.

1. To be eligible to participate in the dual credit program, a student must be a sophomore, junior, or senior attending a public high school in Pinellas County who has demonstrated prior academic achievement by attaining at least an unweighted 3.0 grade point average for academic dual credit or an unweighted 2.0 GPA for technical dual credit. Participating sophomores must be in need of a college course in order to meet specific graduation requirements. The University of South Florida agreement provides for early admission into the Honors College only. Students entering the Honors College must have an unweighted minimum GPA of 3.8.

2. Approved dual credit courses are listed in the current District Course Code Directory. Courses may be added or deleted throughout the year by the mutual agreement of the College President and the Superintendent.

3. If a high school does not have enough students to form a dual credit class on the high school campus, two (2) options are available to eligible students:

   a. A student may travel to a St. Petersburg College campus to take a district approved dual credit class as part of a student's class schedule. Class time in scheduled high school courses held on the high school campus may not be missed due to participation in this dual credit option. The student must provide his/her own transportation.

   b. A student may participate in a dual credit class formed after school on a high school campus if the instructional materials are purchased from the school's instructional materials allocation. The School District is not eligible to collect FTE for this option.

P. Diploma Requirements for Pinellas County Students Participating in Foreign Study

A twelfth grade student who participates in a foreign studies program may be granted a diploma from his/her regular District high school under the following conditions:

1. The student shall have successfully completed the eleventh grade or the first semester of the twelfth grade in a District public high school.

2. The principal of the District public high school from which the student intends to graduate agrees to the student's participation in the foreign studies program.

3. The student presents to his/her principal evidence indicating that the foreign school is a recognized/accredited institution qualified to grant such credit consistent with the standards of the country in which the school is located.

4. The principal subsequently approves the twelfth grade student's program of studies at the foreign school and verifies that credits earned at the foreign school are comparable to those approved for credit by the Board.

5. The student, upon completion of his/her foreign program of studies, presents to his/her regular school registrar an official transcript from such foreign school of attendance indicating that the student successfully completed the planned program of studies.

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6. The student has successfully completed all other State and District requirements for high school graduation.

7. The principal has determined that the foreign school will not grant a diploma to the student because graduation requirements for the foreign school exceed those required by the Florida State Department of Education and the Board.

International Baccalaureate (IB) Program Diploma

The IB Program is the curriculum whereby students are enrolled in a program of studies offered through the IB Program and administered by the IB Office. A student who has successfully completed the following IB course requirements will receive a standard high school diploma.

A. four (4) credits of language A (student's native language)

B. four (4) credits of language B (foreign language)

C. four (4) credits of Study of Individuals in Societies

D. four (4) credits of experimental sciences

E. four (4) credits of mathematics

F. two (2) credits of IB sixth subject

G. one (1) credit (100 hours) Theory of Knowledge

H. one (1) credit Inquiry Skills (or equivalent)

Requirements equal twenty-four (24) total credits plus an extended essay, at least 150 hours of Creativity/Activity/Service and all internal and external IB assessments required by the IB Organization for diploma candidates.

The State Board of Education has established rules that specify the cutoff scores and IB Examination that will be used to grant postsecondary credit at community colleges and universities. Students shall be exempt from payment of any fees for administration of the examinations regardless of whether or not the student achieves a passing score on the examination.

~~Accelerated Graduation and~~ Three (3) Year Eighteen (18) Credit Programs and Early Admission to College

~~An accelerated graduation student shall achieve the appropriate cumulative grade point average in high school and complete all requirements of the Statewide Assessment Program as specified in GPA Requirement and Statewide Assessment Program. Earned credits shall meet all requirements specified in above.~~

A. Standard College Preparatory Program (three (3) year). Students must earn at least a "B" (3 points) in an unweighted class and a "C" (3 points) in a weighted class to receive course credit in the Standard College Preparatory Program. Eighteen (18) credits are required in the following courses:

1. English – four (4) credits (major concentration in composition and literature).

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2. Mathematics – three (3) credits at the Algebra I level or above from the list of courses that qualify for state university admission. For students entering 9th grade in the 2010-2011 school year, four (4) credits are required and Geometry or equivalent courses must be one of the four required mathematics courses, and the Algebra I EOC Assessment requirement must be met.

3. Science – three (3) credits in natural science (two (2) must have a laboratory component).

4. Social Sciences – three (3) credits (one (1) credit world history, one (1) credit United States history, one-half (1/2) credit United States Government, one-half (1/2) credit economics).

5. World Language – two (2) credits or demonstrated proficiency in same second language.

6. Electives – three (3) credits. For students entering 9th grade in 2010-2011, two (2) credits are required.

At least six (6) of the eighteen (18) credits required for this program must be earned in classes that are advanced placement, IB, or dual enrollment.

B. Career Preparatory Program (three (3) year). Students must earn at least a weighted or unweighted "C" (at least two (2) points) in a class to receive course credit in the career preparatory program. Eighteen (18) credits required in the following courses:

1. English – four (4) credits (major concentration in composition and literature).

2. Mathematics – three (3) credits (one of which must be Algebra I). For students entering 9th grade in the 2010-2011 school year, four (4) credits are required and Geometry or equivalent courses must be one of the four required mathematics courses, and the Algebra I EOC Assessment requirement must be met.

3. Science – three (3) credits in natural science (two (2) must have a laboratory component).

4. Social Sciences – three (3) credits (one (1) credit world history, one (1) credit United States history, one-half (1/2) credit United States Government, one-half (1/2) credit economics).

5. Career Preparation – three (3) credits in a single vocational or career education program, three (3) credits in career and technical certificate dual enrollment, or five (5) credits in vocational career technical courses.

6. Electives – two (2) credits in electives unless five (5) credits are earned as referenced above. For students entering 9th grade in 2010-2011, one (1) credit is required.

C. Early Admission to College/University

The Board has approved a graduation plan whereby students who meet the conditions of an early admission and advanced studies program may enter a designated college or university with fewer than four (4) years in grades 9-12. Such programs shall meet the following conditions:

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1. Application for Early Admission to college which has a Board approved articulation agreement, as described in Policy 2271, may be made after satisfactory completion of three (3) full years of high school and a minimum of eighteen (18) credits.

2. The student who meets the conditions of an early admission and advanced studies program may be excused by the Board for the fourth (senior) year of high school providing the student has obtained the principal's signature on the District High School Application for Early Admission to College and has been enrolled as a public school student for at least the semester prior to participation in the early admission program.

3. The student may be awarded a diploma at the regular time of his/her class graduation, or at a time convenient to the principal, based on the following:

    a. The student has completed one (1) academic year of college or equivalent with a normal class load and maintained at least a "C" average or equivalent; and the student has earned sufficient college credits creditable toward the high school diploma to fulfill graduation requirements as specified by the Board in Regular Diploma.

    b. The student provides the high school with a complete official college transcript of grades and credits earned.

    c. The student's permanent record shall show adequate notations covering work accomplished while in college.

4. No early admission student will be included in class rank computations for valedictorian or salutatorian status. Early admission students are included, however, in a school's Talented 20 calculation.

5. Early admission students may participate in high school sponsored athletics, the graduation ceremony and other school activities but must abide by the Code of Student Conduct.

6. Early admission is a form of dual enrollment. The early admission student is not a full-time registered student in high school unless enrolled in an institution, which has a dual enrollment agreement with the District.

7. Students who have attended a high school for three (3) years based on magnet enrollment or an approved SAP may receive their standard high school diploma from that school upon successful completion of the early admission to college program. These students will not, however, receive any recognition, special certification or diploma for magnet program completion. A student who leaves the early admission program to return to high school may attend the high school where the student attended grades 9-11.

8. Early admission students are exempt from the payment of registration, matriculation and lab fees.

Special Diploma Options for Exceptional Students

The purpose of the special diploma is to prepare students with disabilities for adult living and employment after graduation. Students earning the special diploma ~~will~~ may not be eligible for entry into two (2) year

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AA programs or into a four (4) year university or college. However, criteria may vary from college to college.

To earn a special diploma, exceptional students must:

A. acquire the minimum number of credits twenty-four (24) for Option 1 or eight (8) credits for Option 2.~~in a seven (7) credit schedule and twenty-nine (29) in a 4x4 schedule.~~ Courses may be selected from general education, vocational, and special diploma courses;

B. achieve required minimum GPA of 2.0;

C. demonstrate mastery of Sunshine State Standards with Access Points:

1. Option 1A—pursuing Special Diploma taking FCAT. Florida Sunshine State Standards with Access Points are designed to prepare students with intellectual disabilities for adult living and employment after graduation. The Sunshine State Standards with Access Points address the following strands: appropriate Sunshine State Standards, functional academics, life work, personal care, self-management, working with others, and communicating with others. Other ESE students may pursue a special diploma but cannot take Access courses.

2. Option 1B—exempt from FCAT taking FAA. The student's IEP team determines annually whether the student will master each standard at the independent, supported, or participatory level. Alternate assessment, selected by the IEP team, is used to measure mastery of the Sunshine State Standards with Access Points. Successful completion of special diploma coursework, which includes the Sunshine State Standards with Access Points in the performance standards of the courses, also documents mastery.

D. meet Option 1A, Option 1B or Option 2 requirements:

1. Option 1A (FCAT participants)~~Independent/Supported~~ Credit Requirements:

a. Language Arts/Reading - ~~three (3)~~four (4) credits

b. Mathematics - ~~three (3)~~four (4) credits

c. Science - ~~one (1)~~three (3) credits

d. Career ~~Preparation or Exploratory~~and Technical Education for students with disabilities or general career and technical education-~~one (1)~~four (4) credits

e. Physical Education - one-half (.5) credit and one-half (.5) credit in health, or one (1) credit in physical education to include the integration of health

f. Social Studies - ~~one (1)~~two (2) credits

~~g. Career Education - one (1) credit~~

~~h. Vocational Transition - two (2) credits~~

~~i~~g. Electives - ~~eleven and one-half (11 1/2) credits for a seven (7) schedule~~six (6) credits

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2. Option 1B (FAA participants) ~~Supported/Participatory~~ Credit Requirements:

   a. ~~Academic/Supported/Participatory/Special Skills - eight (8) credits~~Access English – four (4) credits

   b. ~~Physical Education - one-half (.5) credit~~Access Math – four (4) credits

   c. ~~Prevocational and Electives - fifteen and one-half (15 1/2) for a seven (7) credit schedule~~Access Science – three (3) credits

   d. Access Social Studies – two (2) credits

   e. Access HOPE – one (1) credit
   OR
   Physical Education – one-half (1/2) credit and Health – one-half (1/2) credit

   f. Career and Technical Education – four (4) credits

   g. Electives – six (6) credits

3. Option 2 ~~Vocational Transition~~Work Experience Credit Requirements:

   a. Language Arts/Reading - ~~one-half (.5)~~two (2) credits

   b. Mathematics - ~~one-half (.5)~~two (2) credits

   c. Career ~~Preparation or Exploratory~~and Technical Education for students with disabilities or general career and technical education, or special skills courses with an emphasis on community competencies - ~~one-half (.5)~~four (4) credits

   ~~d. Career Placement/Vocational/Electives - twenty-two and one-half (22 1/2) credits for a seven (7) credit schedule~~

4. The student ~~should~~ must be at least ~~seventeen (17)~~sixteen (16) years of age.

5. The student should have successfully completed one (1) full semester ~~of career placement~~or at least 18 weeks of successful, paid employment at minimum wage or higher.

6. ~~The student should have completed at least one (1) semester of ESE language arts/reading, mathematics, and career preparation~~Mastery of annual IEP goals and competencies in training plan.

~~7. The student must be employed at least thirty (30) hours per week.~~

~~8. Selected PTEC students may combine employment and vocational training only if approved by the District and specified in the Student's Training Plan. Full-time high school students enrolled at a PTEC Center seeking a special education diploma are required to meet the State-mandated one-half (1/2) credit in Physical Education.~~

~~9~~7. All necessary training plans and IEP information must be completed and signed.

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E. An exceptional student (except gifted, Vision Impaired or Speech Impaired) who meets all standard diploma requirements but cannot achieve a passing score on the State's assessment test may earn a special diploma.

Certificate of Completion

A. A student will be eligible to receive a certificate of completion (W08) if the student has acquired the minimum number of required credits for graduation in grades 9 through 12, but has not achieved the appropriate cumulative grade point average and/or has not met the requirements of the Statewide Assessment Program as specified above.

B. A student eligible to receive a certificate of completion (W8A) who has achieved a cumulative grade point average as specified above but has not met the requirements of the Statewide Assessment Program shall be awarded a College Placement Test Eligible certificate and will be awarded a standard high school diploma upon successfully meeting the requirements of the Statewide Assessment Program. The standard diploma will be issued by the high school the student last attended. The adult high school will issue the standard diploma if the student earned the majority of their twenty-four (24) credits in the adult program.

Graduation Assistance Opportunities

The following opportunities are available to assist students who need extra help to meet graduation requirements.

A. Lacking the Credits Required for Graduation

1. Repeating a course to improve a grade.

2. Extended Learning Program.

3. Adult Evening School - for students sixteen (16) years or above in third or fourth year of high school and cannot earn all needed credits in a day school in time to graduate with their class. Courses with an EOC exam may not be taken in Adult Evening School.

4. Options for Students Needing One (1) Credit or Less to Graduate After Four (4) Years in High School

A student who has been enrolled in high school and who has completed his/her fourth year and who needs one (1) credit or less to graduate from a regular day high school may, within one (1) year of completing the fourth year, enroll in an adult high school (with the exception of EOC exam courses), an approved dual enrollment course, Florida Virtual School, or a regionally accredited correspondence school to complete the credit needed for graduation without the necessity of re-enrolling in the regular day high school for the last semester immediately preceding graduation.

B. Lacking the GPA Required for Graduation

1. Repeating a course to improve a grade.

2. Adult Evening School – students sixteen (16) years or above may choose to attend an adult education class to replace a "D" grade with a grade of "C" or higher if the student is working toward a twenty-four (24) credit standard

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diploma and has an unweighted GPA of less than 2.0. Students will be enrolled to improve a "D" grade on a space available basis only. Courses with an EOC exam may not be taken in Adult Evening School.

3. Homework Helpline.

4. School-based assistance programs (e.g., National Honor Society tutoring).

5. Extended Learning Program.

Note: Parents of students who have a cumulative GPA of less than one-half (.5) above the cumulative GPA required for graduation at the end of each semester in grades 9-12 will be notified that the student is at risk of not meeting graduation requirements and options of the district has in place to assist these students in meeting the GPA requirement.

C. Lacking the Minimum Number of Attendance Hours Required for Course Credit

1. Repeating a course to improve a grade.

2. Adult evening school (sixteen (16) years or older) with the exception of EOC exam courses.

3. Extended Learning Program.

D. Lacking Statewide Assessment Program Requirements

1. After school tutorial services.

2. Adult evening school (sixteen (16) years or older) with the exception of EOC exam courses.

3. Homework Helpline.

4. School-based assistance programs (e.g., National Honor Society tutoring).

5. Thirteenth year of school.

6. Extended Learning Program.

Additional Schooling for Non-Graduates to Remedy Deficiencies

A. Any student who is otherwise entitled to a certificate of completion (but has elected not to receive it) may elect to remain in a high school during the following school year for the duration of one (1) additional year either as a full-time student or as a part-time student to receive special instruction designed to remedy his/her identified deficiencies.

B. Exceptional students are eligible for services until they earn a standard diploma or GED or through the school year in which they turn twenty-two (22). Exceptional students who have received a certificate of completion or special diploma may walk in a high school graduation ceremony and then return to high school through the school year in which they reach age twenty-two (22).

Eligibility for Students Younger than Eighteen (18) to Take the General Educational Development (GED) Tests

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Students sixteen (16) years of age to eighteen (18) years of age who are residents of Pinellas County, shall be permitted to take the comprehensive examination for the equivalency diploma if one of the following conditions exists:

A. The student's class (defined as that class in which the student would have entered kindergarten) has already graduated.

B. The student is married and/or a parent.

C. The student is experiencing extraordinary life circumstances and has written approval from the appropriate Assistant Superintendent.

D. The student is a resident of Pinellas County and has met all of the following:

1. is enrolled in a dropout prevention, dropout retrieval, in-school GED, exceptional student program funded through the Florida Education Finance Program (FEFP); or is court ordered to a GED class; or has been withdrawn from regular day school for at least three (3) months;

2. has been counseled as to the educational alternative appropriate to the student's needs;

3. has obtained a pretest score of 500 or better on all five (5) parts of the official GED Practice Test.

Unauthorized Diplomas

The granting of diplomas other than those approved by the Board is not allowed.

Final Semester Attendance Requirement for Diploma Eligibility

A. Students who transfer out of the District before the last full semester of their senior year and do not return to this school system to complete the last semester of their senior year shall not be eligible for a diploma from the District.

B. A student who transfers out of the District during the last full semester of their senior year shall not be eligible for a diploma from a District public high school unless the student has transferred to a school district with a policy which will not allow that district to grant a diploma to a student who was not enrolled for the entire semester prior to graduation. In this instance the District will work with the receiving high school to verify the student’s final grades, GPA, and diploma eligibility.

C. Students who transfer into a District high school during their senior year must be enrolled full time in District courses for the entire semester prior to graduation in order to be eligible for a diploma from a District public school. These courses may not be taken through Florida Virtual School. However, a District high school diploma may be granted to a student transferring in from a school district with a policy, which will not allow that district to grant a diploma to a student who was not enrolled for the entire semester prior to graduation.

Mid-term graduation ceremonies shall not be held in high schools.

Code of Conduct for High School Graduation Ceremonies

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A. It is the intent of the Board to set guidelines for high school graduation ceremonies that will help make graduation a dignified occasion, worthy of the time and effort students and parents have expended to accomplish the goal of students' graduating from high school. It is imperative that students, parents, teachers, and school administrators take an active part in implementing this code.

B. Student Rights and Responsibilities:

1. Student Rights:

a. Each graduating senior has the right to expect a dignified ceremony, worthy of recognizing the effort that has been applied in achieving graduate status.

b. Each graduating senior has the right to be properly recognized before family and friends without interference from any source.

2. Student Responsibilities: Students attending graduation ceremonies are expected to fulfill the following responsibilities:

a. Students shall abide by all rules of dress and conduct as developed by the school.

b. Students shall avoid any behavior that would cause discomfort or embarrassment to any other graduate or the family or friends or a graduate.

c. Students shall follow all directions given by members of the school staff or administration.

C. Student Conduct at Graduation

All students are expected to conduct themselves in a manner that will contribute to the best interests of the graduating class. School authorities have jurisdiction over all students during the graduation ceremonies. The Board's current Code of Student Conduct shall apply to all participants and student spectators attending the graduation ceremonies.

F.S. 1001.32(2), 1001.41(2), 1001.42(23), 1003.03, 1003.428, 1003.429
F.S. 1003.43, 1003.435, 1003.438
F.A.C. 6A-1.095

Adopted 12/9/09; Revised 12/7/10, 12/6/11, / /13

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It is the responsibility of the District to uphold the minimum educational standards of the State of Florida. The District shall place the student in the appropriate sequential courses.

ACCEPTANCE OF CREDITS

Student Transfers from Other School Systems

Students transferring to District public schools from other school systems shall meet the Board's graduation requirements, but such students shall not be obliged to retroactively meet such requirements so long as they have met all graduation requirements of their respective school districts and states prior to transferring to District public schools.

Accepting Credits of Transfers

High schools shall accept at face value the credits of students transferring from a Florida public school; from a public school in one (1) of the other forty-nine (49) states; from a Department of Defense school; from a school accredited by a regional accrediting agency under the governance of National Study of School Evaluation, National Council on Private School Accreditation member agencies, the Florida Council on Independent Schools and the Florida Association of Christian Colleges and Schools, or from a foreign school that is a recognized/accredited institution qualified to grant such credit consistent with the standards of the country in which the school is located, based on an official transcript from the transferring school. The regional accrediting agencies under the governance of National Study of School Evaluation are Middle States Association of Colleges and Schools, New England Association of Colleges and Schools, North Central Association of Colleges and Schools, Northwest Association of Colleges and Schools, AdvancEd - Southern Association of Colleges and Schools, and Western Association of Colleges and Schools.

A. High schools shall accept credits of students transferring from schools including home education that do not meet the above guidelines subject to the following conditions:

1. A student will be placed in the appropriate sequential course level in mathematics, science, social studies, and language arts. The student's credit will be based on successful completion of one (1) grading period of course work in each of the four (4) subject areas. Credit for all other courses will be accepted at face value provided that an equivalent course is contained in the listing of approved courses for high schools in Florida.

   For each subject area in which the student earns a C or higher during the student's first grading period after transferring to a District high school, the grades and credit earned in the school from which the student is transferring will be entered on the student's transcript. For each subject area in which the student earns a D or lower during the student's first grading period after transferring to a District high school, the grades and credit earned in the school from which the student is transferring will be validated using the Alternative Validation Procedure before being entered on the student's transcript.

2. Alternative Validation Procedure. If validation based on performance as described above is not satisfactory, then any one (1) of the following

alternatives shall be used for validation purposes as determined by the teachers, principal, and parent:

a. portfolio evaluation by the Superintendent or designee;

b. written recommendation by a Florida certified teacher selected by the parent and approved by the principal;

c. demonstrated performance in courses taken through dual enrollment or at other public or private accredited schools;

d. demonstrated proficiencies on nationally-normed standardized subject area assessments;

e. demonstrated proficiencies on the FCAT; or

f. written review of the criteria utilized for a given subject provided by the former school. Students must be provided at least ninety (90) days from the date of transfer to prepare for assessments outlined in paragraphs of this policy if required.

B. Accreditation agencies that do not meet the criteria outlined in this subsection for credits to be accepted by District high schools at face value may appeal to the Assistant Superintendent for Secondary Curriculum to have their accreditation process reviewed. If such an agency can show that their accreditation standards are equivalent to those of agencies under the governance of National Study of School Evaluation in the areas of instructional program design, governance and organization, personnel, services, plant operations and facilities, and finance and business operations as outlined in the Standards for Secondary Schools published by the regional accreditation agencies under the governance of National Study of School Evaluation, then credit from a school accredited by that agency may be accepted at face value.

C. Transfer of Credits for Courses with End of Course Assessments

If a student transfers into a Florida high school from out of country, out of state, a private school, or a home school, and that student's transcript shows credit received in Algebra 1 or an equivalent course, Geometry or an equivalent course, or Biology 1 or an equivalent course, the decision as to whether the student must take Florida's EOC assessment in Algebra 1, Geometry, or Biology 1, respectively, shall be made by the school principal as follows:

1. When evaluating a transfer student's transcript that indicates a 1.0 credit was earned in Algebra 1, Geometry, or Biology 1, it is important to consider the school year in which the student entered ninth grade for the first time (ninth grade cohort) and the school year in which the student took the course.

2. The transfer student is required to take the Algebra 1 EOC Assessment if the student entered grade 9 in 2011–2012 or thereafter and the transcript does not indicate a passing/proficient score on a statewide, standardized EOC assessment in Algebra 1 or on the high school statewide assessment in mathematics required by the state from which the student transferred for purposes of satisfying the requirements of the Elementary and Secondary Education Act.

3. The transfer student is required to take the Geometry EOC Assessment and the

Attachment: Unfinished Business - Various Student Progression Plan policies (2nd Read) (3797 : Amendment to the Various Student

Biology 1 EOC Assessment if the student entered grade 9 in 2012–2013 or thereafter and the transcript does not indicate a passing/proficient score on a statewide, standardized EOC assessment in that course.

Transfer of College Credit or Credits Earned Outside Pinellas County Schools

Credit for high school graduation shall not be granted a District student for courses taken in a high school that does not meet the guidelines outlined in this policy except under conditions outlined further in this policy, or for courses completed in college, except in a Board approved dual credit program. Such schoolwork shall be evaluated, however, to determine if the student should be placed at a higher level.

Transfer of St. Petersburg College Credits Earned During Home Education

St. Petersburg College credits earned by home education students will be accepted toward high school graduation since SPC is SACs accredited. An official college transcript must be provided to the high school so that credits from the school which delivered the instruction (SPC vs. the school of record – home education) may be accepted.

Transfer of Correspondence Credits

The District shall accept correspondence credits earned by students living in wilderness areas where correspondence credit and itinerant teachers are an integral part of the state's educational system.

Correspondence Credit Provisions

Students who have completed two (2) full years in high school may earn one (1) credit per school calendar year by correspondence under the following conditions:

A. Prior approval is obtained from the principal.

B. The correspondence course is taken from the University of Florida or a school, which is accredited by a regional accrediting agency under the governance of National Study of School Evaluation to grant high school credit for correspondence course work.

C. The student presents an official transcript indicating successful course completion to the high school principal or designee.

D. A maximum of two (2) credits may be earned via correspondence for high school graduation.

Acceptance of Early Admission to College Credits

A student who enters college prior to graduation from high school may be awarded a high school diploma upon successful completion of the first year of college, provided that prior arrangements have been made with the school principal and the student meets all the provisions of the District's Early Admissions to College application PCS Form 2-2446. In order to be eligible to receive a District high school diploma the student must have been enrolled in a District high school for the entire semester prior to participation in the early admission program.

Transfer of Area Vocational and Technical School Credit

High school students attending specialized courses at area vocational or technical schools shall be given credit for such courses toward graduation requirements.

Acceptance of Adult High School Credit

Attachment: Unfinished Business - Various Student Progression Plan policies (2nd Read) (3797 : Amendment to the Various Student

When a student sixteen (16) years of age or older withdraws from a regular day high school program and enters an adult high school program and later desires to re-enter a regular day high school, the student shall be re-admitted with the permission of the principal, and the school shall accept the transfer of all credits earned in State-approved adult high schools, provided all other Board requirements are met and provided further that the student will be enrolled for at least one (1) full semester before graduation from the regular day high school to which the student wishes to return.

In Order to Have Credits Awarded

A student who wished to have credits transferred to a District high school from any educational institution as outlined in this policy shall provide an official transcript of completed course work in such educational institution. The official transcript(s) shall include the grading scale used by the transferring school(s).

F.S. 1001.32(2), 1001.41, 1001.42, 1001.43, 1003.21, 1003.25, 1003.31
F.S. 1003.413, 1003.436, 1007.24
F.A.C. 6A-1.095, 6A-1.09941

Adopted 12/9/09; Revised 12/6/11, / /13

5465 - GENERAL EDUCATION DEVELOPMENT (GED) TESTS

Eligibility for Students Younger than Eighteen (18) to Take the General Educational Development (GED) Tests

Students sixteen (16) years of age to eighteen (18) years of age who are residents of Pinellas County, shall be permitted to take the comprehensive examination for the equivalency diploma if one of the following conditions exists:

A. The student's class (defined as that class in which the student would have entered kindergarten) has already graduated.

B. The student is married and/or a parent.

C. The student is experiencing extraordinary life circumstances and has written approval from the appropriate Region Office Assistant Superintendent.

D. The student is a resident of Pinellas County and has met all of the following:

1. is enrolled in a dropout prevention, dropout retrieval, ~~in-school GED,~~ exceptional student program funded through the Florida Education Finance Program (FEFP); or is court ordered to a GED class; or has been withdrawn from regular day school for at least three (3) months;

2. has been counseled as to the educational alternative appropriate to the student's needs;

3. has obtained a pretest score of 500 or better on all five (5) parts of the official GED Practice Test.

F.S. 1004.02, 1004.93, 1003.43

Approved as to form and legality:

School Board Attorney

Attachment: Unfinished Business - Various Student Progression Plan policies (2nd Read) (3797 : Amendment to the Various Student

01/15/13 10:30 AM

Regular School Board Meeting

301 Fourth Street SW
Largo, FL 33770

Pinellas County Schools

ADOPTED

REQUEST FOR APPROVAL (ID # 3799)

ATTACHMENTS:

- Regular Meeting 12-11-12 (PDF)
- w12Dec11 (PDF)

Regular School Board Meeting

Tuesday, December, 11, 2012 10:00 AM
School Administration Building
301 Fourth Street SW
Largo, FL 33770

~ Minutes ~

https://www.pcsb.org

Public Comments

Prior to the presentations, Mrs. Cook shared with the public the three opportunities they will have to present comments to the Board. They are as follows: During the Public Comments prior to the start of the meeting or following the adjournment of the meeting; during Speakers Addressing Numbered Agenda Items at which time comments are to be limited to specific agenda items; and, during Unfinished Business, Item #2 - Public Hearing to Consider the Amendment to Policy 2250.

The following individuals presented their comments to the Board:

1. Lenore Faulkner

   Ms. Faulkner addressed the Board to share information regarding her teaching career and insight into her son's concerns.

2. Marshall Ogletree

   Mr. Ogletree addressed the Board to state that this was his last meeting before his retirement from the position of the Executive Director of PCTA (Pinellas Classroom Teachers Association) and PESPA (Pinellas Education Support Personnel Association). Mr. Ogletree stated that he believes Pinellas is turning the corner with the new leadership provided by Dr. Grego; and, wished Dr. Grego the best, stating that he believes the future is bright with the election of 2012.

3. Mark Klutho

   Mr. Klutho addressed the Board to state that he had provided them with a paper that demonstrates what is being taught to second graders in the low-performing buildings provided to them by the Board. Mr. Klutho shared that his wife, who has taught for twenty years, has now received a needs improvement in her appraisal.

There were no additional presentations from the audience; and, this session ended at 10:11 a.m.

Attachment: Regular Meeting 12-11-12 (3799 : Approval of Minutes)

Regular School Board Meeting

Tuesday, December, 11, 2012 10:30 AM
School Administration Building
301 Fourth Street SW
Largo, FL 33770

~ Minutes ~

https://www.pcsb.org

I. Call to Order

The meeting was called to order at 10:30 AM on December 11, 2012 at the School Administration Building, 301 Fourth Street SW, Largo, FL.

Attendee Name	Organization	Title	Status	Arrived
Deborah Beaty	Pinellas County Schools	Adm. Assistant and Clerk to the Board	Present	
Michael A. Grego	Pinellas County Schools	Superintendent	Present	
Michael Bessette	Pinellas County Schools	Associate Superintendent	Present	
Kevin Smith	Pinellas County Schools	Associate Superintendent/Finance Business Services	Present	
David Koperski	Pinellas County Schools	Board Attorney	Present	
Carol Cook	Pinellas County Schools	Chairperson	Present	
Peggy O' Shea	Pinellas County Schools	Vice Chairperson	Present	
Janet Clark	Pinellas County Schools	Board Member	Present	
Rene Flowers	Pinellas County Schools	Board Member	Present	
Terry Krassner	Pinellas County Schools	Board Member	Present	
Linda Lerner	Pinellas County Schools	Board Member	Present	
Robin Wikle	Pinellas County Schools	Board Member	Present	

II. Amendments to the Agenda

There were no amendments to the agenda.

III. Invocation

1. Pastor Griffin Gilstrap, Harborside Christian Church, 2200 Marshall Street, Safety Harbor 34695

The Invocation was delivered by Pastor Gilstrap.

Attachment: Regular Meeting 12-11-12 (3799 : Approval of Minutes)

IV. Pledge of Allegiance

The Pledge of Allegiance followed the Invocation.

A. National Anthem

Following the Pledge of Allegiance, a video was shown of the Middle School Concert Band performing the National Anthem.

B. Video: What Parents Need to Know: The Transition to Common Core State Standards

A video was shown sharing information with parents regarding the district's transition to complying with the state's Common Core Standards direction.

V. Introduction of Professional and Community Organization Reps

A. Melanie Marquez, Public Information Officer

Ms. Marquez introduced the following individuals: Nelly Henjes, PESPA; Kimberly Black, PCTA; Marshall Ogletree, PCTA/PESPA: Sonya Roundtree and Rick Brant, SEIU/Florida Public Services Union; Linda Kearschner, PCCPTA; Maria Cantonis, Pinellas Arts for a Complete Education Coalition; Curtis Krueger, The Tampa Bay Times; and, Melissa Eichman and Pete Stock, Bay News 9.

At this time, Ms. Marquez introduced the Student Rights & Responsibilities Committee representatives from Osceola High School.

VI. Presentation by Student Rights and Responsibilities

A. Osceola High School

Cloe Kamps and Andrew Matyk, Students Rights and Responsibilities representatives from Osceola High School, addressed the Board to share information regarding programs and achievements taking place at their school.

VII. Speakers Addressing Numbered Agenda Items

The following individuals addressed the Board to offer their comments on selected agenda items:

1. Mark Klutho

   Consent Item #10 - Budget Amendment #1

   Consent Item #18 - Agreements for Architectural/Engineering, Contract Administration Services, Construction Management, Additional Electrical, Civil and Structural Engineering Services at specified schools

   Consent Item #20 - Substantial Completion for Heating, Ventilation and Air Conditioning Upgrades, Cross Bayou Elementary School

Attachment: Regular Meeting 12-11-12 (3799 : Approval of Minutes)

Mr. Klutho addressed the Board to say that the use of the word, budget, in Item #10 is an obscenity; and, to say that everything that is done in Item #18 has caused the budget concerns mentioned in Item #10.

2. Jerry Theophilopoulos

Nonconsent Item #9 - Denial of the Charter Application for Keystone Preparatory School, Inc.

Mr. Theophilopoulos addressed the Board to speak against the recommendation to deny the Charter Application for Keystone Preparatory School, Inc.

3. Carolynn Wilson

Nonconsent # 7 - Issuance of a 90-Day Notice of Non-Renewal of the Charter with Imagine Pinellas County, LLC

Ms. Wilson addressed the Board to share that she is the newly appointed principal for Imagine Pinellas; and, requested that the Board listen to the comments and give the school an opportunity to demonstrate that there will be tremendous growth.

4. Beckie Brito

Nonconsent # 7 - Issuance of a 90-Day Notice of Non-Renewal of the Charter with Imagine Pinellas County, LLC

Ms. Brito addressed the Board to speak against the recommendation. Ms. Brito stated that she has been recently appointed as the new curriculum administrator and assistant principal; that there are changes being made in the classroom structure; and, that the hiring practice has been changed to hiring teachers with more experience.

5. Chris Watson

Nonconsent # 7 - Issuance of a 90-Day Notice of Non-Renewal of the Charter with Imagine Pinellas County, LLC

Mr. Watson addressed the Board to speak against the recommendation. Mr. Watson requested that the Board consider the disruption of the students this will cause and consider the progress made by all schools.

6. Margaret New

Ms. New was not present when called.

7. Terrence Tomlin

Nonconsent # 7 - Issuance of a 90-Day Notice of Non-Renewal of the Charter with Imagine Pinellas County, LLC

Mr. Tomlin, Marketing Director for Imagine Pinellas, addressed the Board to speak against the recommendation to provide the 90-Day Notice of Non-Renewal to Imagine Pinellas. Mr. Tomlin requested that if the Board is using test scores to make their determination to use the same criteria on other schools. Mr. Tomlin encouraged the Board to make their decision based on the best interest of students.

8. Rod Sasse

Nonconsent # 7 - Issuance of a 90-Day Notice of Non-Renewal of the Charter with Imagine Pinellas County, LLC

Attachment: Regular Meeting 12-11-12 (3799 : Approval of Minutes)

Mr. Sasse, Executive Director for Imagine, addressed the Board to speak against the recommendation and to request that the Board provide them with one year to prove themselves following the changes in leadership that have been made. Mr. Sasse asked what the rush was.

9. Archbishop Clarence Davis

Nonconsent # 7 - Issuance of a 90-Day Notice of Non-Renewal of the Charter with Imagine Pinellas County, LLC

Archbishop Davis addressed the Board to speak against the recommendation and suggested that, rather than the Board making a decision, allow parents and students to decide whether they want to continue to attend this charter school.

VIII. Adoption of Agenda

Dr. Grego requested the following change to the agenda:

Remove Nonconsent Item #5 - Request Approval of a Five-Year Charter Renewal for NewStart High School and to Change the School Name from NewStart High School to Enterprise High School

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Terry Krassner, Board Member
SECONDER:	Peggy O' Shea, Vice Chairperson
AYES:	Flowers, Wikle, Cook, Clark, Krassner, Lerner, O' Shea

IX. Special Order Agenda

1. School Board of Pinellas County / Florida School Boards Association, Inc. Resolution on Sequestration

Dr. Grego presented the item and thanked Dr. Jan Urbanski for personalizing the FSBA Resolution to Pinellas County. Dr. Urbanski briefly summarized the need for the Resolution. Mrs. O'Shea read the Resolution aloud.

Discussion followed by Board Members.

It was moved by Ms. Clark and seconded by Ms. Flowers and carried with a 7-0 vote to adopt the Resolution on Sequestration.

2. Presentation of the 2011-2012 Independent Citizens Referendum Oversight Committee (ICROC) Annual Report to the Pinellas County School Board and Citizens of Pinellas County, Presented By, Linda Kearschner, Chairperson, Independent Citizens Referendum Oversight Committee

Dr. Grego requested that Mr. Bill Lawrence present this item.

Mr. Lawrence thanked the taxpayers for their vote supporting the referendum and introduced Ms. Linda Kearschner, member of Pinellas County Council PTA and chairperson of ICROC. Ms. Kearschner presented the report to the Board for their acceptance.

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It was moved by Ms. Flowers, seconded by Mrs. O'Shea and carried with a 7-0 vote to accept the 2011-12 Independent Citizens Referendum Oversight Committee Annual Report to the Board.

X. Unfinished Business

1. Request Approval of the Recommendation to Accept the Stipulation to Suspend Deborah Blanchard, Teacher, Marjorie Kinnan Rawlings Elementary School, for Time Served

   (Copy to be found in the Supplemental Minute Book #147.)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Terry Krassner, Board Member
SECONDER:	Rene Flowers, Board Member
AYES:	Flowers, Wikle, Cook, Clark, Krassner, Lerner, O' Shea

2. Public Hearing to Consider the Amendment to Policy 2250 – FUNDAMENTAL SCHOOLS, MAGNET PROGRAMS, AND CAREER ACADEMIES (This is the Second Reading.)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Terry Krassner, Board Member
SECONDER:	Robin Wikle, Board Member
AYES:	Flowers, Wikle, Cook, Clark, Krassner, Lerner, O' Shea

XI. Consent

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Janet Clark, Board Member
SECONDER:	Terry Krassner, Board Member
AYES:	Flowers, Wikle, Cook, Clark, Krassner, Lerner, O' Shea

1. Approval of Minutes: to Approve the Minutes of the Regular Meeting of November 13, 2012; the Organization Meeting of November 20, 2012; the Retreat of October 24, 2012; And, the Workshop of November 13, 2012

   Approved, as submitted.

2. Request Approval of Personnel Recommendations

   Approved, as submitted. (Copy to be found in the Supplemental Minute Book #147.)

3. Appointment of a School Board Member to Serve as a Member of the Pinellas Planning Council for the Two-Year Term Commencing January 1, 2013 through December 31, 2014

   Approved to appoint Mrs. Peggy O'Shea as the Board's representative to the Pinellas Planning Council for a two-year commitment.

4. Request Approval of the School Resource Officer Agreements with the City of Gulfport, the City of Largo, the City of Pinellas Park, the City of Clearwater and the City of St. Petersburg for the 2012-2013 Year

Attachment: Regular Meeting 12-11-12 (3799 : Approval of Minutes)

Approved, as submitted.

5. Request Approval of the Student/Staff Calendar for School Year 2013-14 and Special Observance Days

   Approved, as submitted.

6. Request Approval of Contract with Corporate Care Works to Provide an Employee Assistance Plan from January 1, 2013 through December 31, 2015

   Approved, as submitted. (Copy to be found in the Supplemental Minute Book #147.)

7. Request Approval for Humana to Provide Group Medicare Advantage Plans for Medicare Enrolled Retirees

   Approved, as submitted.

8. Request Approval of Field Trip Bid Selection

   Approved, as follows:

   Tarpon Springs High School Leadership and Music Conservatory Choral
   April 3-7, 2013 - Nashville, Tennessee
   Compete in the Show Choir Nationals at the Grand Ole Opry
   Martz First Class Coach Bus Lines and Show Choir Nationals, Inc.
   $700.00 per student/approximately 70 students

9. Request Approval of the Following Special Projects:

   Approved, as follows:
   A. Florida Department of Education 21st Century Community Learning Centers Grant $1,484,589.00
   B. Amendment to Contract with Decision Ed Group, Inc. $97,560.00
   (Copy/copies to be found in the Supplemental Minute Book #147.)

10. Request Approval of Budget Amendment No. 1 (September 2012) to the District's 2012/2013 Budget

    Approved, as submitted.

11. Request Approval of the Financial Statements for the Month Ending September 30, 2012 for Fiscal Year 2012/2013

    Approved, as submitted.

12. Request Approval of the Investment Portfolio Financial Statements for the Quarter Ended September 30, 2012

    Approved, as submitted.

13. Request Approval of Agreements Between Community Partners: Bethel Metropolitan Baptist Church; Citizen's Alliance for Progress; City of Clearwater, Florida, Clearwater Aquatic Center; City of Clearwater, Florida, Clearwater Police Substation; City of Largo, Florida, Largo Recreation Center SW Complex; Police Athletic League Lealman Sports Complex

    Approved, as submitted. (Copy to be found in the Supplemental Minute Book #147.)

14. Request Approval of Memorandum of Understanding Between School Board of Pinellas County and Community Development Institute Head Start Serving Pinellas County, FL

    Approved, as submitted. (Copy to be found in the Supplemental Minute Book #147.)

Attachment: Regular Meeting 12-11-12 (3799 : Approval of Minutes)

15. Request Approval of the Health Agreement Between PharMerica Hospital Pharmacy Services, LLC And the School Board of Pinellas County

    Approved, as submitted. (Copy to be found in the Supplemental Minute Book #147.)

16. Request Approval of the 2012-2013 School Advisory Council Membership Rosters

    Approved, as submitted.

17. Request Approval of an Easement Located at the V-6 Wilcox Road Site with the City of Largo

    Approved, as submitted. (Copy to be found in the Supplemental Minute Book #147.)

18. Request Approval of Agreements and Amendments to Agreement for Architectural/Engineering, Contract Administration Services, Construction Management, Additional Electrical, Civil and Structural Engineering Services at the Following Schools:

    A. Madeira Beach Fundamental School K-8, Williamson Dacar Associates, Inc.
    B. pTEC St. Petersburg Campus, Renker Eich Parks Architects, Inc.
    C. Tarpon Springs High School, Engineering Matrix, Inc. .
    D. Northeast High School, Ajax Building Corporation .
    E. pTEC Clearwater Campus, Griffin Design Associates, P.A.
    F. Seminole High School, Renker Eich Parks Architects
    G. pTEC Clearwater Campus, Griffin Design Associates, P.A

    Approved, as submitted. (Copy to be found in the Supplemental Minute Book #147.)

19. Request Approval of Change Order No. 1 with Gulf States Industries, Inc. for Reroofing of Buildings 1, 2, 3, 5 and Adjoining Covered Walkways. This Change Order Will Increase the Project Cost by $47,344 with a Ninety-One (91) Day Time Extension at Orange Grove Elementary School, Project No. 9372.

    Approved, as submitted. (Copy to be found in the Supplemental Minute Book #147.)

20. Request Acceptance of Substantial Completion for Heating, Ventilation and Air Conditioning Upgrades as of September 19, 2012 at Cross Bayou Elementary School, Project No. 9358

    Approved, as submitted. (Copy to be found in the Supplemental Minute Book #147.)

21. Request Approval of Selling Surplus and Obsolete Equipment on the PublicSurplus.Com Internet Auction Site

    Approved, as submitted.

22. Request Approval of Bids to Vendors at Prices in Bid Documents in Accordance with Bid Policies and Statutes

    Approved, as submitted. (Copy to be found in the Supplemental Minute Book #147.)

XII. Nonconsent

Attachment: Regular Meeting 12-11-12 (3799 : Approval of Minutes)

1. Setting a Public Hearing and Authorizing the Advertisement of the Public Hearing to Consider The Amendment to Policy 5330 – USE OF MEDICATIONS (This is the First Reading.)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Terry Krassner, Board Member
SECONDER:	Janet Clark, Board Member
AYES:	Flowers, Wikle, Cook, Clark, Krassner, Lerner, O' Shea

2. Setting a Public Hearing and Authorizing the Advertisement of the Public Hearing to Consider the Amendment to the Various Student Progression Plan Policies; 2470 Education of English Language Learners (ELLs); 5410.01 Required Core Curriculum/Promotion/Retention/Acceleration - Elementary; 5410.02 Regular Program Core Curriculum/Promotion/Retention/Acceleration - Middle School; 5420.02 Reporting Student Progress - Middle School; 5420.03 Reporting Student Progress and Class Ranking – High School; 5430 Class Rank; 5455 Florida's Bright Futures Scholarship Program; 5460 Graduation Requirements; 5463 Credits from Other Schools; 5465 General Education Development (GED) Tests (This is the First Reading.)

   Dr. Grego presented this item, stating that this is our pupil progression plan; and, that these policy amendments will be placed in language that is more end-user friendly to ensure parents and students understand the direction taken. Discussion followed by Board Members.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Robin Wikle, Board Member
SECONDER:	Janet Clark, Board Member
AYES:	Flowers, Wikle, Cook, Clark, Krassner, Lerner, O' Shea

3. Request Approval of Pinellas County Schools Proposed 2013 Legislative Program

   Mr. Steve Swartzel, Director of Governmental Services, presented this item.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Robin Wikle, Board Member
SECONDER:	Terry Krassner, Board Member
AYES:	Flowers, Wikle, Cook, Clark, Krassner, Lerner, O' Shea

4. Request Approval of an Amendment to Increase Enrollment at MYcroSchool Charter School

   Ms. Dot Clark, Coordinator for Partnership Schools, presented this item.

   (Copy to be found in the Supplemental Minute Book #147.)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Terry Krassner, Board Member
SECONDER:	Rene Flowers, Board Member
AYES:	Flowers, Wikle, Cook, Clark, Krassner, Lerner, O' Shea

5. Request Approval of a Five-Year Charter Renewal for NewStart High School and to Change the School Name from NewStart High School to Enterprise High School

   This item was removed from the agenda by the Superintendent during the adoption of the agenda.

Attachment: Regular Meeting 12-11-12 (3799 : Approval of Minutes)

6. Request Approval of a Five-Year Charter Renewal for Alfred Adler Charter School

Ms. Dot Clark, Coordinator for Partnership Schools, presented this item.

(Copy to be found in the Supplemental Minute Book #147.)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Janet Clark, Board Member
SECONDER:	Terry Krassner, Board Member
AYES:	Flowers, Wikle, Cook, Clark, Krassner, Lerner, O' Shea

7. Recommend Issuance of a 90-Day Notice of Non-Renewal of the Charter with Imagine Pinellas County, LLC

Dr. Grego stated that the Board Members, along with the leadership of the Imagine charter, had received a full presentation at a previous workshop.

Ms. Dot Clark, Coordinator for Partnership Schools, presented this item.

Discussion followed by Board Members and Mr. Steve Swartzel, Director of Governmental Services.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Janet Clark, Board Member
SECONDER:	Rene Flowers, Board Member
AYES:	Flowers, Wikle, Cook, Clark, Krassner, Lerner, O' Shea

8. Request Denial of the Charter Application for Innovations Middle Charter School of Pinellas

Ms. Dot Clark, Coordinator for Partnership Schools, presented this item.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Terry Krassner, Board Member
SECONDER:	Janet Clark, Board Member
AYES:	Flowers, Wikle, Cook, Clark, Krassner, Lerner, O' Shea

9. Request Denial of the Charter Application for Keystone Preparatory School, Inc.

Ms. Dot Clark, Coordinator for Partnership Schools, presented this item.

Discussion followed by Board Members, Ms. Clark and Dr. Grego.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Terry Krassner, Board Member
SECONDER:	Rene Flowers, Board Member
AYES:	Flowers, Wikle, Cook, Clark, Krassner, Lerner, O' Shea

Attachment: Regular Meeting 12-11-12 (3799 : Approval of Minutes)

10. Request Approval of the Charter Application for Windsor Middle Academy

Dr. Grego thanked Ms. Dot Clark, Coordinator for Partnership Schools, for her work; and, stated that this will be the last charter application to be presented to this Board during this school year.

Ms. Dot Clark presented this item.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Terry Krassner, Board Member
SECONDER:	Janet Clark, Board Member
AYES:	Flowers, Wikle, Cook, Clark, Krassner, Lerner, O' Shea

XIII. New Business

A. Items Introduced by Superintendent

Dr. Grego's report included the following:

1) Stated that this will be the Board's only meeting in December and took this opportunity to wish all a restful time with family and friends.
2) Complimented the Education Foundation for having exceeded their goal of raising $300,000 by their Ties & Tennis Shoes event Friday night at Tropicana Field and the Strides for Education 5k. Dr. Grego announced that their efforts raised $350,000 for scholarship opportunities for students and congratulated all who participated.
3) Stated that he has been very impressed with Commissioner Adam Putnam and the Department of Agriculture's Farm to School initiative. Dr. Grego shared that the initiative provides Florida schools with fresh Florida-grown produce which is also helping the farmers. Dr. Grego stated that the first tangelo harvest was distributed this morning with 50,000 tangelos shipped to schools around the state, including a delivery to Safety Harbor Middle School this morning. Pinellas has purchased Florida okra, cauliflower, green beans and other produce through the Farm to School program since the beginning of this school year. The Food Service department plans on continuing to bring fresh Florida produce to school cafeterias throughout the school year.
4) Expressed his appreciation to Mr. Marshall Ogletree who will be retiring from PCTA/PESPA this month, stating that it has been a pleasure working with a gentleman who cares about the students of our district.
5) Shared that he will be driving to Tampa tomorrow morning to speak with the State Board of Education on such issues as digital textbooks and related budget needs, Common Core assessments, electronic testing, etc. Dr. Grego assured the Board that we will have a smooth implementation in these areas.
6) Shared that later tomorrow, he will be involved in a meeting with Governor Scott, a teacher and a member of the support staff to discuss the status of education, funding and issues related to the timing element of bringing in instructional leadership.

B. Items Introduced by School Board Attorney

Mr. Koperski's report included the following:

Attachment: Regular Meeting 12-11-12 (3799 : Approval of Minutes)

1) Shared that a meeting was held yesterday regarding the Bradley MOU (Memorandum of Understanding) as it relates to DMAC (District Monitoring Advisory Committee). Mr. Koperski stated that this portion of the MOU will be brought to the Board at a Regular Meeting for their action; and, requested direction from the Board as to whether this should be brought to them in a workshop setting prior to the meeting. Board Members agreed to have this scheduled for a presentation and discussion at their January 22, 2013 workshop.

C. Items Introduced by the Board

Ms. Clark - 1) Shared an update on the planning of the Board's subcommittee for the Legislative Breakfast to be held this Thursday morning. 2) Commended Mr. Ogletree for his service as Executive Direction of PCTA/PESPA. 3) Wished all staff, students and families a wonderful winter break.

Mrs. Lerner - 1) Thanked Mr. Ogletree for his leadership and stated that collaborative bargaining efforts have improved. 2) Stated that it is her understanding that many of the copier issues are being resolved but would ask that the number of copies a teacher is allowed to make be reconsidered, especially for those teachers who act as sponsors for school clubs. Mrs. Lerner stated that she has talked about the digital divide before but that it continues to be a concern of hers. Mrs. Lerner stated that the Board has not looked at curriculum materials in quite a while; and, that she is aware of a new online program, InSync, but is concerned that some students still do not have the necessary resources in technology to be successful in their studies. Mrs. Lerner requested that the Board agree to schedule a discussion to talk about this further. 3) Wished everyone a wonderful holiday. Mrs. Lerner stated that we are in good hands with our teachers, staff, support staff and Dr. Grego. 4) Welcomed Rene Flowers to the Board. Mrs. Lerner stated that Ms. Flowers has asked good questions and will be an asset to the Board.

Mrs. O'Shea - 1) Wished everyone a healthy and happy holiday. 2) Agreed with Mrs. Lerner that the Board needs to discuss the digital divide. Mrs. O'Shea requested that the Superintendent and his staff include in their update to the Board information regarding the assistance once thought to be provided to families through Brighthouse.

Ms. Flowers - 1) Thanked the Board for being so gracious and Administrators for being so patient in answering her questions. 2) Thanked the community for allowing her to serve them. 3) Stated that she, too, will miss Mr. Ogletree but that she visits Tallahassee often and may see him there. 4) Shared that Representative Rouson's mother passed away and questioned whether the Board would form a resolution for such life events. 5) Shared that during the recent FSBA Conference in Tampa, a presentation was made on Common Core. Ms. Flowers stated that her question is where will the funds come from to purchase the technology, iPads, etc., to be provided to students. Ms. Flowers stated that districts cannot depend on city libraries to provide access to computers and internet since they, too, have experienced big cuts in their budgets.

Mrs. Wikle - 1) Welcomed Ms. Flowers to the Board. 2) Shared that Mr. Ogletree has been a quiet, gentleman leader. 3) Congratulated those who participated in Strides for Education. 4) Shared that she had forwarded to the Board her notes from the FSBA Board of Directors meeting recently held. Mrs. Wikle stated that she wants to be sure the FSBA Video Contest information has been received and properly distributed to schools. Mrs. Wikle also questioned whether our district participates in the Florida Education Trust Fund. Mr. Kevin

Attachment: Regular Meeting 12-11-12 (3799 : Approval of Minutes)

Smith responded that we will be participating and that we will soon be depositing funds in that account. 5) Shared that the NSBA Southern Region Conference will be held in Florida this coming July and encouraged Board Members to participate. 6) Wished all a happy holiday and restful time off.

Mrs. Krassner - 1) Shared that she goes back many years with Mr. Ogletree and stated that he will be missed. 2) Stated that she wants all to know how Dr. Grego is proactive and very approachable. 3) Wished all a great winter break.

Mrs. Cook - 1) Welcomed Ms. Flowers to the Board and shared that she is looking forward to working with her. 2) Stated that she can't say enough to thank Mr. Ogletree for his leadership and that she, too, will be looking forward to seeing him in Tallahassee. 3) Wished all a wonderful holiday season.

D. Review of Board Requests

Mr. Bessette offered the following summary of requests presented during this meeting:

1) Appropriate staff members will look into the bus issue brought forward during the expulsion hearings.
2) A list of the GED test administration sites will be properly publicized.
Mr. Bessette took this opportunity to wish all a restful and happy holiday season.

E. School Board Meeting Evaluation

The evaluation of the meeting followed the adjournment of the meeting and the results are as follows:

Pluses
- Ms. Cook as Chair
- Dedication of Board
- Staff preparation

Opportunities
None were offered

XIV. Adjournment

There being no further business to be brought before the School Board, this meeting adjourned at 12:35 p.m.

_____
Chairperson

_____
Superintendent and Ex Officio Secretary

Public Comments

There were no members of the community present to make comments to the Board at this time.

Attachment: Regular Meeting 12-11-12 (3799 : Approval of Minutes)

SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA
WORKSHOP – December 11, 2012

The School Board of Pinellas County, Florida, conducted a workshop on Tuesday, December 11, 2012 at 1:00 p.m., in the Cabinet Conference Room, Administration Building, 301 4th Street S.W., Largo, Florida.

Present: Mrs. Carol J. Cook, Chairperson; Mrs. Peggy L. O'Shea, Vice Chairperson; Ms. Janet R. Clark, Ms. Rene Flowers, Mrs. Terry Krassner, Mrs. Linda S. Lerner, Mrs. Robin L. Wikle, Members; Dr. Michael Grego, Superintendent; Mr. Michael Bessette, Associate Superintendent for Operational Services; and, Mr. David Koperski, School Board Attorney.

The following topics were discussed:

- **Teacher/Administrator Appraisal Plans - Modifications –** Dr. Grego, Dr. Ron Ciranna and Ms. Lisa Grant presented an update to the Board regarding the modifications that have been made to the appraisal forms. Mr. Marshall Ogletree, PCTA/PESPA, and Ms. Kim Black, PCTA, were invited to the table to participate in the discussion. Board Members requested that Ms. Grant send to them via e-mail the PowerPoint presentation.
- **Assessment Calendar – Elementary, Middle & High School Levels –** Dr. Grego, Mr. Bill Lawrence, Dr. Behrokh Ahmadi and Mr. Octavio Salcedo presented the newly revised calendars for PreK through Fifth Grade, for Grades Sixth through Eighth and for Grades Ninth through Twelfth.
- **Master Board Program –** Dr. Grego and Board Members agreed to submit the necessary paperwork to participate in the April 11-12, 2013 training in Ocala, Florida. Mrs. Beaty will submit that paperwork.
- **Leadership Discussion:**
  - **Superintendent's Update –**
    1) Stated that the Board and the Superintendent, at a previous retreat, set in place an action plan and that he would like to bring back to the Board in the January workshop an update on the portion related to dropout prevention programs. Dr. Grego stated that the update will include an analysis and cost effectiveness of the programs.
    2) Shared that he is working with the team in Teaching & Learning to have a full-fledged summer learning program.
    3) Shared that staff is working with the Education Foundation to put in place science labs in each of our elementary schools. Dr. Grego stated that this is a great thing for the Foundation to get behind.
    4) Announced that three of our school sites will be on-line testing sites for seventh graders to take the SAT.
    5) Shared that a list of middle and elementary school clubs for math and science are being collected. Dr. Grego stated that a cost analysis will also be accomplished and that the Science Center is becoming involved.
    6) Shared that Dr. Ron Ciranna and the Human Resource team, along with those in Teaching and Learning and our principals, will be providing the Board with a calendar to be followed by the district in competitively hiring highly qualified teachers by the middle of May.

Attachment: w12Dec11 (3799 : Approval of Minutes)

7) Shared that he will schedule a presentation at the January workshop to update the Board on the early childhood programs, including the Lew Williams project. Dr. Grego stated that unfortunately the announcements related to Head Start are now delayed till possibly sometime in March.
8) Shared that evening events will be scheduled beginning in January at various schools for families to get to know the Superintendent and discuss issues related to school that they feel are important.
9) Shared that a full review of TIS (Technology Information Systems) will be taking place to look at their efficiencies, etc. Dr. Grego stated that we will be capitalizing on our Dell contract to accomplish this review.
10) Requested that Dr. Mary Beth Corace speak to the Board regarding the Sterling Education Summit scheduled for May 2013. Dr. Corace shared that several of the Board Members attended this summit last year; and, that the upcoming conference is schedule for the Tuesday following Memorial Day which presently has a board meeting scheduled. Mrs. Cook and Dr. Grego will work on changing that meeting day to allow Board Members to attend the Summit, should they choose to do so.

- **Mrs. Wikle** – Shared that she seems to be receiving many "marketing" e-mails. Dr. Grego stated that efforts have been made to reduce the number of marketing e-mails; but, will look into this further. Mrs. O'Shea shared that the Pinellas Education Foundation is now not allowed to e-mail teachers and, questioned whether this could be corrected. Dr. Grego stated that there is more to that concern; and, that he will be meeting soon to discuss that.
- **Mrs**. **Cook –** Shared that we have only one workshop scheduled for 2013 and requested that the Board allow Mrs. Beaty and she to review the calendars to schedule possible dates, mostly focusing on the third Tuesday of each month. A list of potential workshop dates will be brought to the January 22, 2013 workshop for further discussion.
- **Ms**. **Clark and Mrs. Cook** – Presented the legislative priorities card that will be distributed to the Legislators at the upcoming breakfast.
- **Mrs**. **Cook -** Stated that she will be forwarding to the Board Members the Board's Operating Manual electronically. This document will be added to the January 22, 2013 workshop agenda for discussion.
- **Mrs**. **Cook –** Requested that the Board Members each complete their self-assessment instrument and forward that to Dr. Ahmadi prior to the winter break.
- **Mrs**. **Lerner –** Requested that the Board have time at the January 22nd workshop to determine and prioritize future workshop topics.
- **Mr**. **Bessette –** Provided the Board with a brief update on the copier issues.

No official actions were taken by the Board at this workshop. An audio recording of this workshop is filed in the Board Office archives. This workshop adjourned at 2:55 p.m.

_____ _____

Chairperson Secretary

/db
W12Dec11

Attachment: w12Dec11 (3799 : Approval of Minutes)

01/15/13 10:30 AM
Regular School Board Meeting
301 Fourth Street SW
Largo, FL 33770

Pinellas County Schools

ADOPTED

REQUEST FOR APPROVAL (ID # 3795)

ATTACHMENTS:

- Jan 15 2013 FINAL HR Board Agenda Sets A & B (PDF)

Set A

MEMORANDUM January 15, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

FROM: MICHAEL A. GREGO, Ed.D., SUPERINTENDENT

SUBJECT: Recommendation of Superintendent on Personnel – 2012/2013

The following personnel matters are submitted to you for your approval:

http://web.pcsb.org/hr/Compensation/jobdescr.htm

		Page
Administrative		
Leave of Absence	1	A
Termination		
Retirement	1	A
Instructional		
Appointments of Probationary Contract	28	1-3
Reappointment of Annual Contract	1	3
Transfers	4	3
Leaves of Absence	20	4-5
Terminations		
Resignations	15	5-6
Retirements	9	7
Adjustments	10	7-9
Payment of Contracted Services	165	9-19
Substitute Appointments	36	20
Extended Learning Appointment	140	21-25
Part Time Hourly	22	25-26
Teaching Out of Field	4	27

ABE = Adult Basic Education
CRISS = Creating Independence Through Student Owned Strategies
CTAE = Career, Technical and Adult Education
DA = Differentiated Accountability
DROP = Deferred Retirement Option Program
ESOL = English for Speakers of Other Languages
FCAT = Florida Comprehensive Assessment Test
FMLA = Family Medical Leave Act
HOSA = Health Occupations Students of America
IMAST = Interdisciplinary Math and Science with Technology
MEGSSS = Math Education for Gifted Secondary School Students
MGIC = Middle Grades Integrated Curriculum
MSAP = Middle School Achievement Program
NCLB = No Child Left Behind
PCS = Pinellas County Schools
PD = Professional Development
PS/RTI = Problem Solving/Response to Instruction and Intervention
ROTC = Reserve Officer Training Corps
SIG = School Improvement Grant
SIP = School Improvement Plan
SLC = Smaller Learning Communities
STEM = Science, Technology, Engineering and Mathematics

Attachment: Jan 15 2013 FINAL HR Board Agenda Sets A & B (3795 : Request Approval of Personnel Recommendations)

RECOMMENDATION OF SUPERINTENDENT
ON ADMINISTRATIVE PERSONNEL

2012/2013

January 15, 2013

ADMINISTRATIVE LEAVE OF ABSENCE

NAME	POSITION	DATES	REASON
Boyd, Delonda K.	Assistant Principal, Sawgrass Lake Elementary	12/17/12 – 02/21/13	Maternity/FMLA

ADMINISTRATIVE TERMINATION

NAME	POSITION	EFFECTIVE DATE
	Retirement	
Hauer, Patricia A. (W)	Assistant Principal, Boca Ciega High	January 31, 2013

Attachment: Jan 15 2013 FINAL HR Board Agenda Sets A & B (3795 : Request Approval of Personnel Recommendations)

RECOMMENDATION OF SUPERINTENDENT ON
INSTRUCTIONAL PERSONNEL

2012/2013

January 15, 2013

APPOINTMENTS OF PROBATIONARY CONTRACT

NAME OF TEACHER	COST CENTER	GRADE/SUBJECT	BEGINNING DATE
Allston, Judy A. (W)	Brooker Creek Elementary	Kindergarten	12/11/12
Anderson Rawstern, Margaret A. (W)	Belleair Elementary	Kindergarten	11/30/12
Aurand, Charon F. (W)	Communication Disorders	Deaf/Hard of Hearing	11/26/12
Bertero, Kara L. (W)	James B. Sanderlin PK-8	Varying Exceptionalities	11/26/12
Bonner, Rose A. (W)	Meadowlawn Middle	Foreign Language	12/03/12
Brown, Raul A. (B)	Title I Center	Social Studies	12/05/12
Carmody, Cindy J. (B)	Pinellas Secondary	Emotional/Behavioral Disorder	11/26/12
Clauss, Crystal M. (W)	Doug Jamerson Elementary	Teacher on Special Assignment	11/15/12
Goodman, George A. (W)	Thurgood Marshall Fundamental Middle	Mathematics	12/03/12
Herz, Isabelle (W)	Madeira Beach Fundamental	Social Studies	12/03/12
Kelly, Mary A. (W)	Exceptional Student Education	Varying Exceptionalities	12/10/12
Lathrop, Katherine A. (W)	Communication Disorders	Deaf/Hard of Hearing	12/03/12

Attachment: Jan 15 2013 FINAL HR Board Agenda Sets A & B (3795 : Request Approval of Personnel Recommendations)

APPOINTMENTS OF PROBATIONARY CONTRACT

(Continued)

NAME OF TEACHER	COST CENTER	GRADE/SUBJECT	BEGINNING DATE
Michael, Linda H. (W)	Ridgecrest Elementary	Teacher on Special Assignment	12/05/12
Montoya, Victoria E. (H)	James B. Sanderlin PK-8	Foreign Language	11/28/12
Odom, Katina R. (B)	Fairmount Park Elementary	Supported Varying Exceptionalities	12/10/12
Ovalle, Michelle A. (W)	Title I Center	Teacher on Special Assignment	01/07/13
Paschopoulos, Arsenios (W)	Dunedin Highland Middle	Emotional/Behavioral Disorder	08/13/12
Pendergrass, Amy M. (B)	Thurgood Marshall Fundamental Middle	Science	11/12/12
Pitts, Shante Y. (B)	Pinellas Park Middle	Guidance Counselor	11/02/12
Richards, Charles F. (W)	Fairmount Park Elementary	Varying Exceptionalities	12/10/12
Rivera Torres, Marilyn (W)	Lakewood High	Foreign Language	11/12/12
Rodriguez, Juan E. (H)	Oak Grove Middle	English for Speakers of Other Languages	12/06/12
Smith, Timothy T. (W)	pTEC/St. Petersburg	Vocational (11.5 Months)	07/02/12
Stewart, Sharon P. (W)	Campbell Park Elementary	Varying Exceptionalities	12/03/12
Stremler, Sylvia N. (W)	Melrose Elementary	Elementary	11/26/12
Taylor, Leah R. (W)	Pre K-12 Visual Arts	Art	11/26/12

Attachment: Jan 15 2013 FINAL HR Board Agenda Sets A & B (3795 : Request Approval of Personnel Recommendations)

APPOINTMENTS OF PROBATIONARY CONTRACT

(Continued)

NAME OF TEACHER	COST CENTER	GRADE/SUBJECT	BEGINNING DATE
Tsagaris, Julianne C (W)	Dunedin Elementary	Elementary	01/07/13
Wanger, Michele T. (W)	Bauder Elementary	Elementary	12/10/12

REAPPOINTMENTS OF ANNUAL CONTRACT

NAME OF TEACHER	COST CENTER	GRADE/SUBJECT	BEGINNING DATE
Cartier, Mary J. (W)	Lakeview Fundamental Elementary	Elementary	01/07/13

TRANSFERS

NAME OF TEACHER	TO COST CENTER	FROM COST CENTER	BEGINNING DATE
Broadwater, Karen S. (W)	Ponce de Leon Elementary	Belleair Elementary	11/26/12
Jerdon, Stephen M. (W)	Gibbs High	Title I Center	12/05/12
Shannon, Barbara A. (W)	Secondary Language Arts & Reading	Dixie Hollins High	10/29/12
Snow, Cynthia M. (W)	Countryside High	Largo Middle	12/10/12

Attachment: Jan 15 2013 FINAL HR Board Agenda Sets A & B (3795 : Request Approval of Personnel Recommendations)

Attachment: Jan 15 2013 FINAL HR Board Agenda Sets A & B (3795 : Request Approval of Personnel Recommendations)

LEAVES OF ABSENCE

NAME OF TEACHER	COST CENTER	DATES	REASON
Anderson, Suzan J.	Nina Harris Exceptional Student Educational Center	11/01/12-01/18/13	Illness/FMLA
Angell, Sharon A.	Tomlinson Adult Learning Center	12/04/12-06/07/13	Illness/FMLA
Clark, Julie S.	Dunedin High	10/08/12-01/18/13	Illness/FMLA
Curls, Cynthia C.	Ponce de Leon Elementary	10/30/12-12/21/12	Illness/FMLA
Desir, Monique L.	Walsingham Elementary	12/06/12-02/25/13	Maternity/FMLA
Dickey, Leslie A.	Pre K-12 Visual Arts	11/26/12-06/07/13	Child Care
Everson, Margaret D.	Curlew Creek Elementary	11/26/12-02/19/13	Illness/FMLA
Humes, Stephanie M.	Belcher Elementary	11/14/12-02/22/13	Maternity/FMLA
Jones, Douglas R.	Sandy Lane Elementary	10/15/12-01/23/13	Illness/FMLA
Keehn, Saughn L.	Sawgrass Lake Elementary	12/03/12-03/07/13	Maternity/FMLA
Kornacki, Kathleen V.	Shore Acres Elementary	12/07/12-03/15/13	Maternity/FMLA
Kuespert, Amy J.	Communication Disorders	11/12/12-06/07/13	Maternity/FMLA

Attachment: Jan 15 2013 FINAL HR Board Agenda Sets A & B (3795 : Request Approval of Personnel Recommendations)

LEAVES OF ABSENCE

(Continued)

NAME OF TEACHER	COST CENTER	DATES	REASON
Larkin, Karen L.	Mount Vernon Elementary	10/16/12-01/25/13	Illness/FMLA
Nash, Rebecca L.	Starkey Elementary	11/08/12-02/01/13	Maternity/FMLA
Saks, Stephanie K.	Doug Jamerson Elementary	10/31/12-02/08/13	Maternity/FMLA
Sanchez, Katherine M.	Blanton Elementary	11/05/12-02/18/13	Maternity/FMLA
Santino, Michael	John Hopkins Middle	10/10/12-01/18/13	Illness/FMLA
Schroer, Stacy L.	Frontier Elementary	11/26/12-02/01/13	Illness/FMLA
Smekal, Jessica R.	Ozona Elementary	01/07/13-06/07/13	Child Care
Wacker, Shelley A.	Madeira Beach Fundamental	12/04/12-04/05/13	Illness/FMLA

TERMINATIONS

NAME OF TEACHER	COST CENTER	DATE	REASON
<u>Resignations</u>			
Armanious, Jennifer A. (W)	Dunedin Elementary	01/07/13	Personal
Bereznoff, Michael A. (W)	Pre K-12 Visual Arts	12/14/12	Resigned under investigation

TERMINATIONS
(Continued)

NAME OF TEACHER	COST CENTER	DATE	REASON
	Resignations (Continued)		
Chancey, Natasha R. (W)	New Heights Elementary	12/21/12	Moving
Fracentese, Jean M. (W)	Belcher Elementary	12/21/12	Dissatisfied with pay
Jent, Dennis J. (W)	Dixie Hollins High	12/21/12	Resigned under investigation
Johnson, Michael D. (W)	Psychological Services	01/04/13	To accept another job outside system
Kaneski, John M. (W)	Cross Bayou Elementary	01/07/13	Resigned in lieu of recommendation for dismissal
Kearns, Kristen M. (W)	Boca Ciega High	03/13/13	Moving
King, Julia L. (A)	East Lake High	11/16/12	Resigning from leave
Luther, Jennifer L. (W)	Countryside High	11/30/12	To accept another job outside system
Magro, Elizabeth H. (W)	Psychological Services	12/21/12	Personal
Niforatos, Demetra (W)	Largo Middle	11/29/12	Probationary Employee Resignation
Schwartz, Brooke E. (W)	Seminole Middle	12/14/12	Resigning from leave
Schwartz, Mark A. (W)	Seminole Middle	12/14/12	Moving
Wright, Norma G. (W)	Ridgecrest Elementary	11/26/12	Family responsibilities

Attachment: Jan 15 2013 FINAL HR Board Agenda Sets A & B (3795 : Request Approval of Personnel Recommendations)

TERMINATIONS
(Continued)

NAME OF TEACHER	COST CENTER	DATE	REASON
	Retirements		
Arnold, Keith A. (W)	East Lake High	12/28/12	Early retirement
Cato, Joseph M. (W)	Countryside High	11/13/12	Normal retirement
Hofer, Candace J. (W)	Brooker Creek Elementary	11/15/12	Retirement from DROP
McGough, JoAnn K. (W)	Melrose Elementary	12/31/12	Retirement from DROP
Pickens, Joan C. (W)	Oakhurst Elementary	01/18/13	Retirement from DROP
Salvucci, Elizabeth A. (W)	OT-PT/Medicaid	12/21/12	Normal retirement
Weeks, Norma K. (W)	Human Resources	11/15/12	Disability – non job related
Whipple, Suzanne S. (W)	Countryside High	01/19/13	Retirement from Investment Plan
Wickstrom, Marilyn R. (W)	Safety Harbor Elementary	12/31/12	Retired under investigation

ADJUSTMENTS

NAME OF TEACHER	COST CENTER	ADJUSTMENT
Allen, Linda	Seminole Middle	Adjustment to the December 11, 2012 Board Agenda, Set A: Adjustments; change end date to 01/18/13 from 11/26/12.

Attachment: Jan 15 2013 FINAL HR Board Agenda Sets A & B (3795 : Request Approval of Personnel Recommendations)

ADJUSTMENTS
(Continued)

NAME OF TEACHER	COST CENTER	ADJUSTMENT
Danks, Steven L.	Communication Disorders	Adjustment to the September 25, 2012 Board Agenda, Set A: Leaves of Absence; change end date to 06/07/13 from 01/18/13.
Delisle, Georgia A.	Lealman Intermediate	Adjustment to the December 11, 2012 Board Agenda, Set A: Leaves of Absence; change end date to 06/07/13 from 04/01/13.
Keys, Carole D.	Tyrone Middle	Adjustment to the December 11, 2012 Board Agenda, Set A: Leaves of Absence; change end date to 06/07/13 from 11/29/12.
McCullough, Jennifer N.	Clearwater Fundamental Middle	Adjustment to the October 9, 2012 Board Agenda, Set A: Leaves of Absence; change end date to 12/04/12 from 11/30/12.
Myers, Beth C.	Gulfport Elementary	Adjustment to the June 12, 2012 Board Agenda, Set A: Leaves of Absence; change end date to 06/07/13 from 01/18/13.
Nylund, JoAnne C.	San Jose Elementary	Adjustment to the December 11, 2012 Board Agenda, Set A: Leaves of Absence; change end date to 01/18/13 from 11/01/12.

Attachment: Jan 15 2013 FINAL HR Board Agenda Sets A & B (3795 : Request Approval of Personnel Recommendations)

ADJUSTMENTS
(Continued)

NAME OF TEACHER	COST CENTER	ADJUSTMENT
Segovia, Maria J.	Oak Grove Middle	Adjustment to the December 11, 2012 Board Agenda, Set A: Leaves of Absence; change end date to 11/30/12 from 11/22/12.
Sica, Amy M.	Garrison Jones Elementary	Adjustment to the June 12, 2012 Board Agenda, Set A: Leaves of Absence; change end date to 06/07/13 from 01/18/13.
Taylor, Luverne M.	Pinellas Park Elementary	Adjustment to the November 13, 2012 Board Agenda, Set A: Transfers; change effective date to 11/05/12 from 10/16/12.

PAYMENT TO CONTRACTED SERVICES EMPLOYEES

Funding Source: Adult Education

CAREER TECHNICAL ADULT EDUCATION POST SECONDARY

Edit on-line courses for the Adult ESOL Distance Learning program

Tran, Nuong T	12/01/12 - 12/21/12	$156.00

Administer career assessments to increase awareness and assist students in transitioning from GED to post secondary

Tran, Nuong T	11/12/12 - 06/28/13	$4,030.00

Funding Source: AVID

ADVANCED STUDIES/ACADEMIC EXCELLENCE

Prepare and present summer teacher trainings for AVID (Advancement Via Individual Determination)

Alsup, Ydesha O	07/24/12 - 08/9/12	$1,267.50

Attachment: Jan 15 2013 FINAL HR Board Agenda Sets A & B (3795 : Request Approval of Personnel Recommendations)

PAYMENT TO CONTRACTED SERVICES EMPLOYEES

(Continued)

Funding Source: Band

BOCA CIEGA HIGH

Assist marching band director with rehearsal and directing students

Wallace, Kody C	09/10/12 - 12/14/12	$1,001.00

LAKEWOOD HIGH

Auxiliary coach for marching band, responsible for workshops and choreography

Snow, Ajene Laniece	11/09/12 - 11/10/12	$280.00

MEADOWLAWN MIDDLE

Instruct instrumental band students in a small group setting

Metropoulos, Nikoletta E	11/01/12 - 01/24/13	$500.00

OAK GROVE MIDDLE

Instrumental music coach

Lewis, Eowyn L F	11/08/12 - 02/05/13	$975.00

ST PETERSBURG HIGH

Assistant Instructor of the SPHS band program, instruct, rehearse and supervise scheduled rehearsals and performances

Phillips, Sarah J	09/24/12 - 12/01/12	$980.00

Funding Source: Child Care Worker - Pre Test

FAMILY & CONSUMER SCIENCES

Proctor for childcare worker exams

Jordan, Denise	07/01/12 - 12/30/12	$1,560.00

Funding Source: Choral

OSCEOLA HIGH

Principal accompanist for all choral classes at Osceola Fundamental High including classroom, contest and concert performances

Fannon, Nancy A	11/15/12 - 12/12/12	$750.00

Attachment: Jan 15 2013 FINAL HR Board Agenda Sets A & B (3795 : Request Approval of Personnel Recommendations)

PAYMENT TO CONTRACTED SERVICES EMPLOYEES

(Continued)

Funding Source: Elementary Music - Countywide

SKYVIEW ELEMENTARY

Set up sound system for two performances at Skyview Elementary

Desantis, Robert J	11/15/12 - 05/23/13	$500.00

Funding Source: English Literacy & Civic English Literacy

CAREER TECHNICAL ADULT EDUCATION POST SECONDARY

Jobsite preparation and ESOL student tracking

Rennie, Cecelia A	11/01/12 - 06/28/13	$2,600.00

Administer career assessments to increase awareness and assist students in transitioning from GED to post secondary

Wishard, Bryan L	11/12/12 - 06/28/13	$4,030.00

Funding Source: FACE IT Program

PREVENTION OFFICE

Curriculum for FACE IT – (Families Acting Collaboratively to Educate and Involve Teens) alcohol, tobacco and other drugs education program

Farnham, Melynda C	10/03/12 - 06/30/13	$5,000.00
Gandy, Kelley I	10/03/12 - 06/30/13	$5,000.00
Lever, Gonzalo W	11/12/12 - 06/30/13	$5,000.00
McCullough, Sara E	10/01/12 - 06/30/13	$5,000.00
McCullough, Michael J	10/01/12 - 06/30/13	$5,000.00
McMichael, Whitney R	10/01/12 - 06/30/13	$5,000.00
Moore, Lucinda C	10/01/12 - 06/30/13	$5,000.00
Pollock, Benjamin T	10/01/12 - 06/30/13	$5,000.00
Robichaud, Jason M	10/01/12 - 06/30/13	$5,000.00
Roe, Lorie A	10/01/12 - 06/30/13	$5,000.00
Thomas, Socorro C	10/01/12 - 06/30/13	$5,000.00

Funding Source: Food Service Salaries/Benefits

FOOD SERVICES

Enter Winter menus in Nutri-Kids database

McCoy, Dolores R	10/01/12 - 12/21/12	$11,948.00

Attachment: Jan 15 2013 FINAL HR Board Agenda Sets A & B (3795 : Request Approval of Personnel Recommendations)

PAYMENT TO CONTRACTED SERVICES EMPLOYEES

(Continued)

Funding Source: FUEL UP TO PLAY GRANT

PALM HARBOR MIDDLE

Aerobic, rhythmic, Zumba dance instruction, curriculum, enhancement, exercise instruction, and plyometrics

Carr, Sue A	10/05/12 - 06/30/13	$175.00

Funding Source: Internal School Funds

BAY VISTA FUNDAMENTAL ELEM

Before school enrichment program in Spanish instruction/planning

Michaels, Kathleen L	11/26/12 - 05/31/13	$2,010.00
Rodriguez, Claudia M	11/26/12 - 05/31/13	$2,047.50

BOCA CIEGA HIGH

Crowd control and security for holiday wrestling tournament

Hughes, Nicholas	12/14/12 - 12/15/12	$156.00

COUNTRYSIDE HIGH

JV Varsity assistant coach for cheerleading

Busche, Kimberly M	08/13/12 - 10/18/12	$400.01

DUNEDIN HIGH

Assistant wrestling coach

Cardwell, Michael J	10/22/12 - 11/21/12	$1,157.00

DUNEDIN HIGHLAND MIDDLE

Instruct Color Guard

Howard, Margaret Morrison	08/02/12 - 12/18/12	$270.00

LAKEWOOD HIGH

Assist with pre-season girls Basketball Classic

Miller, Erika B	11/01/12 - 11/30/12	$100.00

Assist with track meet

Miller, Erika B	03/01/13 - 03/30/13	$50.00

Attachment: Jan 15 2013 FINAL HR Board Agenda Sets A & B (3795 : Request Approval of Personnel Recommendations)

PAYMENT TO CONTRACTED SERVICES EMPLOYEES

(Continued)

Funding Source: Internal School Funds (Continued)

OSCEOLA HIGH

Private voice instruction for Headliners choral students		
Leonavicius, Sonia L	11/15/12 - 12/05/12	$1,530.00

PALM HARBOR UNIVERSITY HIGH

Assembly of literature and work on summer reading checkout work		
Bradley, Scott	08/14/12 - 08/30/12	$221.00
Instrumentalist for Fall musical production		
Bygrave, Barrie S	11/01/12 - 12/31/12	$520.00
Dunsizer, Madeline F	11/01/12 - 12/31/12	$520.00
Simons, Rebecca	11/01/12 - 12/30/12	$520.00
Bright Futures volunteer hours, inventory organization and approval for Freshman & Sophomore IB students		
Chonko, Doreen K	08/14/12 - 08/30/12	$221.00
Assembly/collection Bright Futures volunteer hours inventory organization and approvable for Freshman/Sophomore IB students		
Dirscherl, Barbara S	08/14/12 - 08/30/12	$221.00
Choreography for musical- “In The Woods”		
Reichardt, Diane R	10/07/12 - 11/14/12	$1,000.00
Assisted varsity and junior varsity head coaches with practice and matches. Run drills, compute stats, small group practice		
Swisher, Amanda L	10/01/12 - 12/30/12	$250.25
Tomasello, Deana R	08/05/12 - 11/30/12	$500.50
Operate sound during November for drama/theater production		
Yeazell, Daniel A	11/01/12 - 11/15/12	$260.00

Attachment: Jan 15 2013 FINAL HR Board Agenda Sets A & B (3795 : Request Approval of Personnel Recommendations)

PAYMENT TO CONTRACTED SERVICES EMPLOYEES

(Continued)

Funding Source: Internal School Funds (Continued)

ST PETERSBURG HIGH

Assistant Football coach		
Grzesikowski, Thomas J	08/20/12 - 12/12/12	$949.00
Assistant Soccer coach		
Grzesikowski, Thomas J	10/10/12 - 01/25/13	$572.00
Assistant instructor of the SPHS band program, instruct, rehearse and supervise scheduled rehearsals and performances		
Phillips, Sarah J	09/24/12 - 12/01/12	$520.00

Funding Source: Low Prevalence-SVE, ASD, E, IDEA Part B

LOW PREVALENCE

Certified Associate Behavior Analyst (CABA) supervision		
Wagner, Melanie B	07/01/12 - 01/18/13	$4,200.00

Funding Source: Medical Magnet Carryover

BOCA CIEGA HIGH

Assist in Certified Nursing Assistant classes		
Pridemore, Jocelyn	10/19/12 - 03/31/13	$400.00

Funding Source: Non Public Schools

SPECIAL PROJECTS

To provide workshops on Common Core State Competencies to the Gulf Coast Christian School K-8 staff		
Newman, Sarah B	08/28/12 - 05/10/13	$286.00

Funding Source: PERKINS BUSINESS TECHNOLOGY

BUSINESS TECHNOLOGY & CAREER TECHNICAL ADULT EDUCATION

Administer Industry certification exams in high school testing centers		
Loden, Max E	07/01/12 - 06/30/13	$8,000.00
Lynn, Janet B	07/02/12 - 06/30/13	$8,000.00
Miles, Susan S	07/01/12 - 06/30/13	$8,000.00

Attachment: Jan 15 2013 FINAL HR Board Agenda Sets A & B (3795 : Request Approval of Personnel Recommendations)

PAYMENT TO CONTRACTED SERVICES EMPLOYEES

(Continued)

Funding Source: Private Schools

AREA 1 OFFICE

Before or after school screening/treatment at a private school location

Goodwin, Anna J	10/02/12 - 05/28/13	$1,950.00

PRIVATE SCHOOL ESE

Before and after school Speech Therapy at a private school location

Anacki, Roger S	10/03/12 - 05/30/13	$4,030.00
Bern, Adina G	10/03/12 - 05/28/13	$1,950.00
Boyce, Russell G	10/10/12 - 05/29/13	$1,755.00
Bray, Danielle A	10/09/12 - 05/21/13	$1,885.00
Brown, Martha B	10/02/12 - 05/21/13	$1,950.00
Chauhan, Marilynn G	10/02/12 - 05/28/13	$1,950.00
Cobb, Brittany	10/16/12 - 05/29/13	$4,582.50
Covington, Christina M	10/08/12 - 05/28/13	$3,315.00
Farrell, Jacqueline E	10/09/12 - 05/28/13	$1,950.00
Gallagher, Beverly B	10/24/12 - 05/29/13	$1,755.00
Gigliotti, Bryan T	10/03/12 - 05/30/13	$4,030.00
Guido, Frances H	10/02/12 - 05/30/13	$3,519.75
Hohl, Laura S	10/01/12 - 05/20/13	$1,690.00
Kalodoukas, Debra E	10/15/12 - 05/29/13	$3,510.00
Le, Sharon C	10/10/12 - 05/29/13	$1,885.00
Lopez, Dhyana	10/10/12 - 05/30/13	$4,810.00
Martinez, Alicia R	11/07/12 - 05/29/13	$1,625.00
Mason, Luane C	10/02/12 - 05/28/13	$2,015.00
McCusker, Ann	10/03/12 - 05/29/13	$1,885.00
Milroy, Dagmar W	10/10/12 - 05/15/13	$1,690.00
Oteri, Stephen E	11/27/12 - 05/28/13	$1,560.00
Powell-Willis, Phyllis	10/03/12 - 05/23/13	$3,900.00
Schafer, Carolyn H	10/29/12 - 05/20/13	$1,430.00
Siewruk, Laura L	10/24/12 - 05/29/13	$1,820.00
Smitherman, Kendal E	10/16/12 - 05/29/13	$3,640.00

Attachment: Jan 15 2013 FINAL HR Board Agenda Sets A & B (3795 : Request Approval of Personnel Recommendations)

PAYMENT TO CONTRACTED SERVICES EMPLOYEES

(Continued)

Funding Source: Private Schools (Continued)

PRIVATE SCHOOL ESE (Continued)

Before and after school Speech Therapy at a private school location		
Steffel, Christine A	10/24/12 - 05/29/13	$1,755.00
Stewart, Alice M	11/05/12 - 05/20/13	$1,430.00
Stowers, Jennifer A	11/01/12 - 05/30/13	$1,755.00
Tucker, Lisa M	10/01/12 - 05/29/13	$3,575.00
Ulrich, Jennifer E	10/23/12 - 05/28/13	$1,820.00
Van Zile, Alicon T	10/24/12 - 05/29/13	$910.00
Wegner, Margaret L	10/08/12 - 05/30/13	$3,835.00
Willett, Hollie M	10/02/12 - 05/30/13	$2,762.50
Wilson-Thomas, Vixen A	10/16/12 - 05/28/13	$1,885.00
Zody, Kelly A	10/09/12 - 05/23/13	$3,705.00
Before or after school screening/treatment at a private school location.		
Barr, Bonnie B	10/04/12 - 05/31/13	$3,445.00
Brown, Martha B	10/02/12 - 05/21/13	$1,950.00
Charlery-Charles, Iphigenia	10/04/12 - 05/30/13	$2,015.00
Chauhan, Marilynn G	10/02/12 - 05/28/13	$1,950.00
Demuth, Shaunn M	10/03/12 - 05/29/13	$1,885.00
Frommer, Michele L	10/02/12 - 05/21/13	$4,436.25
Harrah, Valerie D	10/09/12 - 05/21/13	$1,755.00
Oberman, Cheryl	10/01/12 - 05/30/13	$4,615.00
Renner, Jill M	10/02/12 - 05/23/13	$2,535.00
Schutz, Andrea F	10/12/12 - 05/20/13	$1,413.75
Seagle, Sheri L	10/02/12 - 05/30/13	$975.00
Stewart, Alice M	11/05/12 - 05/20/13	$1,430.00
Summer, Celeste E	10/10/12 - 05/28/13	$4,046.25
Webster, Kimberly M	10/03/12 - 05/15/13	$877.50
Wolf, Gesche A	10/04/12 - 05/30/13	$1,007.50

Attachment: Jan 15 2013 FINAL HR Board Agenda Sets A & B (3795 : Request Approval of Personnel Recommendations)

PAYMENT TO CONTRACTED SERVICES EMPLOYEES

(Continued)

Funding Source: Professional Development Facilitator

PROFESSIONAL DEVELOPMENT

Professional Development Facilitator duties

Ingram, Sharon M	10/01/12 - 06/07/13	$598.00

Funding Source: Salaries/Benefits

MEADOWLAWN MIDDLE

Mentoring principal at Meadowlawn Middle

Andrews, Joann B	11/26/12 - 06/30/13	$10,000.00

Funding Source: School Improvement Plan

SAFETY HARBOR MIDDLE

Compile emails and download, update and install programs

Greth, Amy J	07/23/12 - 08/10/12	$728.00

Funding Source: School Shared Leases

JOHN HOPKINS MIDDLE

Provide instruction, guidance and supervision during Saturday School activity

Collis, Jacqueline L	10/13/12 - 06/01/13	$1,500.00
Deardurff, Richard	10/13/12 - 06/01/13	$1,500.00
Gambill, Tammy L	10/13/12 - 06/01/13	$1,500.00
Lester, Leander A	10/13/12 - 06/01/13	$1,500.00
Memmer, Jason A	10/13/12 - 06/01/13	$1,500.00

Funding Source: Subdivide Project #14

SPECIAL PROJECTS

Professional Development workshop consultant

Grimm, Kathi L	10/16/12 - 01/22/13	$78.00

Funding Source: Supplementary Education Services Providers

FAMILY & COMMUNITY RELATIONS

Supplementary education services instructor

Askew, Tonceola A	10/15/12 - 03/27/13	$2,700.00
Bauer, Brittany L	10/15/12 - 03/27/13	$2,700.00
Brown, Tina L	10/15/12 - 03/22/13	$2,700.00
Clark, Rutha R	10/15/12 - 03/22/13	$2,700.00
Clarke, Kathleen C	10/15/12 - 03/27/13	$2,700.00

Attachment: Jan 15 2013 FINAL HR Board Agenda Sets A & B (3795 : Request Approval of Personnel Recommendations)

PAYMENT TO CONTRACTED SERVICES EMPLOYEES

(Continued)

Funding Source: Supplementary Education Services Providers (Continued)

FAMILY & COMMUNITY RELATIONS (Continued)

Supplementary education services instructor

Coffin, Benjamin H	10/15/12 - 03/27/13	$2,700.00
Corbin, Yvette J	10/15/12 - 03/22/13	$2,700.00
Dryden, Amanda J	10/15/12 - 03/27/13	$2,700.00
Fox, Melanie J	10/15/12 - 03/27/13	$2,700.00
Friend, Kandace J	10/15/12 - 03/27/13	$2,700.00
Gorman, Laura C	10/15/12 - 03/22/13	$2,700.00
Hawk, Tracey P	10/15/12 - 03/27/13	$2,700.00
Jordan, Christine R	10/15/12 - 03/22/13	$2,700.00
Leone, Anayansi	10/15/12 - 03/27/13	$2,700.00
Logan, Beverly A	10/15/12 - 03/27/13	$2,700.00
Maitner, April	10/15/12 - 03/27/13	$2,700.00
Mason, Joseph B	10/15/12 - 03/27/13	$2,700.00
Maxfield, Amy R	10/15/12 - 03/27/13	$2,700.00
Milnes, Kelly L	10/15/12 - 03/27/13	$2,700.00
Monroe, Janice A	10/15/12 - 03/27/13	$2,700.00
Murray, Suzeth G	10/15/12 - 03/27/13	$2,700.00
Nezelek-Feroleto, Maryjo K	10/15/12 - 03/27/13	$2,700.00
Owens, Gina M	10/15/12 - 03/27/13	$2,700.00
Parrinello, Kristyn D	10/15/12 - 03/22/13	$2,700.00
Paterakis, Elizabeth A	10/15/12 - 03/27/13	$2,700.00
Rentz, Danelle M	10/15/12 - 03/27/13	$2,700.00
Richie, Suzette R	10/15/12 - 03/27/13	$2,700.00
Robinson, Barbara A	10/15/12 - 03/22/13	$2,700.00
Schulz, Jaimi	10/15/12 - 03/27/13	$2,700.00
Scott, Erik J	10/15/12 - 03/27/13	$2,700.00
Seals, Tammy D	10/15/12 - 03/22/13	$2,700.00
Smith, Bennie R	10/15/12 - 03/27/13	$2,700.00
Snodgrass, Vicki L	10/15/12 - 03/27/13	$2,700.00
Stephens, Paula A	10/15/12 - 03/22/13	$2,700.00
Stevens, Lynn M	10/15/12 - 03/22/13	$2,700.00

Attachment: Jan 15 2013 FINAL HR Board Agenda Sets A & B (3795 : Request Approval of Personnel Recommendations)

PAYMENT TO CONTRACTED SERVICES EMPLOYEES

(Continued)

Funding Source: Supplementary Education Services Providers (Continued)

FAMILY & COMMUNITY RELATIONS (Continued)

Supplementary education services instructor

Sullivan, Rebecca A	10/15/12 - 03/27/13	$2,700.00
Thiel, Darlene	10/15/12 - 03/27/13	$2,700.00
Toston, Mary H	10/15/12 - 03/27/13	$2,700.00
Van Buskirk, Mary M	10/15/12 - 03/27/13	$2,700.00
Wahl, Melissa A	10/15/12 - 03/27/13	$2,700.00
Wainman, Melissa A	10/15/12 - 03/27/13	$2,700.00
Watkins, Princess S	10/15/12 - 03/27/13	$2,700.00
Zell, Kathy L	10/15/12 - 03/27/13	$2,700.00

Funding Source: Support Services

PROFESSIONAL DEVELOPMENT

Certificate of Distinction Orientation/Overview training

Corey, Virginia A	12/19/12 - 04/03/13	$247.00
Kasper, Dianna L	12/19/12 - 04/03/13	$195.00

Certificate of Distinction Orientation training

Fetherston, Sharon L	11/19/12 - 11/19/12	$52.00
Ingram, Sharon M	12/03/12 - 04/03/13	$299.00
Jensen, Lisa A	01/08/13 - 04/03/13	$260.00

Plan and present Certificate of Distinction training

Palfy, Kim M	12/03/12 - 04/01/13	$312.00

Attachment: Jan 15 2013 FINAL HR Board Agenda Sets A & B (3795 : Request Approval of Personnel Recommendations)

SUBSTITUTE APPOINTMENTS

It is recommended that the persons named on this list be appointed as substitute teachers. Their names are submitted with the understanding that they will comply with all regulations of the State Department of Education and the School Board of Pinellas County, Florida, pertaining to substitute teachers.

NAME	NAME
Ahearn, Bernadette	Alongi, Margaret
Atbashian, Maria F	Bernhardt, Robert E
Bowers, Diane B	Buffaloe, Tiffany M
Bukowski, Ashley N	Cafiero, Ashley L
Claxton, Lora L	Davis, Carrie L
Egasti, Christopher P	Escobar, Mauricio E
Frank, Alison A	Gardner, John W
Gordon II, Walter E	Grenet, Melanie S
Haskell, Heather M	Jovanovic, Cynthia H
Kakoullis Jr, James	Kennedy, Melanie J
Kopka, Kali A	Kyriakakos, Sally A
Landis, Judith F	Lane, Marva E
Leonard, Brianne N	Lippold, Lindsey E
Lopresti, Kenneth	Mathews-Grindley, Melissa B
Micheletti, Michele L	Mikule, Stephanie A
Niforatos, Demetra	Scibbe, Miranda J
Stevens, Katherine N	Tsagaris, Julianne C
Weber, Janis L	Weremecki, Paul R

Attachment: Jan 15 2013 FINAL HR Board Agenda Sets A & B (3795 : Request Approval of Personnel Recommendations)

EXTENDED LEARNING PROGRAM APPOINTMENT

NAME	COST CENTER
Albietz, Deena A	Melrose Elementary
Alongi, Margaret	Ozona Elementary
Andruszko, Kimberly A	Largo Middle
Auderer, Elizabeth A	Ridgecrest Elementary
Baldino, Karen L	Skyview Elementary
Barrett, Gail A	Dunedin High
Bernal, Joanna L	Madeira Beach Fundamental
Bernard, Denise M	Meadowlawn Middle
Bigler, Jennifer B	Lynch Elementary
Boehm, Karen L	Curlew Creek Elementary
Bolton, Jennifer A	Mount Vernon Elementary
Bouanene, Christine L	Bay Point Elementary
Brooks, Cheyenne M	Curlew Creek Elementary
Browett, Lawrence R	Seminole High
Brown, Robin N	Meadowlawn Middle
Bullock, Jenifer D	Oak Grove Middle
Burkey, Clayton W	Clearwater High
Byrd, Carol L	Palm Harbor Middle
Caldea, Vivian	Cross Bayou Elementary
Caldwell, Marcia	James B. Sanderlin PK-8
Canavan, Kathleen A	Skyview Elementary
Carney, Mitchell P	Sexton Elementary
Cinelli, Jennifer	Azalea Elementary
Cipolla, Jennifer	Seminole High
Clark, Cathleen A	Sexton Elementary
Clingman, Ramona J	Lynch Elementary
Cole, Jenny I	Plumb Elementary
Colleary, Meri A	Skyview Elementary
Colpoys, Megan M	Seminole High
Cook, Lisa M	Sexton Elementary
Coser, Raymond V	Tarpon Springs Middle

Attachment: Jan 15 2013 FINAL HR Board Agenda Sets A & B (3795 : Request Approval of Personnel Recommendations)

EXTENDED LEARNING PROGRAM APPOINTMENT

(Continued)

NAME	COST CENTER
Craig, Karen J	Sexton Elementary
Crosby, Amie	Carwise Middle
Culbertson, Carolyn	Shore Acres Elementary
Delphonse, Theresa A	Fitzgerald Middle
Diaz, Kimberly A	Woodlawn Elementary
Ducey, Mallory P	Plumb Elementary
Dunford, Deanna L	Mount Vernon Elementary
Elsey, Sue	Carwise Middle
Ferguson, Victoria A	Walsingham Elementary
Ferns, Mary C	Curlew Creek Elementary
Finnegan, Beverly	Tarpon Springs Middle
Flint, Karen L	Lynch Elementary
Fountain, Jerry D	Seminole High
Frank, Alison A	Madeira Beach Fundamental
Fryer, Christina L	Plumb Elementary
Gospodinova, Petrunka T	Tyrone Middle
Gray, Janice B	Largo High
Guinn, Deborah H	Starkey Elementary
Gullick, Brenda	Seminole Middle
Hannah, Veronica M	Tyrone Middle
Haynes, Rachel B	Plumb Elementary
Heeren, Edward A	Meadowlawn Middle
Hess, Meagan	Meadowlawn Middle
Holman, Stacy A	Shore Acres Elementary
Hotz, Sabrina G	Largo Middle
Hubbard, Carol M	Palm Harbor Middle
Hull, Tina R	Plumb Elementary
Hyypio, Ryan H	St Petersburg High
Johnson, John J	Largo Middle
Jones, Cassandra J	Seminole High

Attachment: Jan 15 2013 FINAL HR Board Agenda Sets A & B (3795 : Request Approval of Personnel Recommendations)

EXTENDED LEARNING PROGRAM APPOINTMENT

(Continued)

NAME	COST CENTER
Joyce, Susan J	Palm Harbor Middle
Justice, Jeannine K	Palm Harbor Middle
Kadel, Michelle L	Tyrone Middle
Katz, Laura C	Shore Acres Elementary
Kaweck, Bradford R	St Petersburg High
Keener, Peggy H	Skyview Elementary
Kelly, Sharon C	Plumb Elementary
Kennan, Jennifer	Seminole High
Kincaid, Jennifer L	Bay Point Elementary
Kindig, Melanie	Bayside High
Kindinger, Mary E	Seminole High
Ku, Christen M	Ponce De Leon Elementary
Lawrence, Salome T	Tarpon Springs Middle
Lennox, Lisa J	Palm Harbor Middle
Lester, Bridgette M	Thurgood Marshall Fundamental Middle
Lewis, Barbara M	Shore Acres Elementary
Limoseth, Tiffany A	Sexton Elementary
Lund, Kirsten M	Sexton Elementary
Lynch, Bridget W	Curlew Creek Elementary
MacIntyre, Lorna L	Thurgood Marshall Fundamental Middle
Magsakay, Sarah E	Curlew Creek Elementary
Marlett, Terry E	Seminole High
Martin, Tiombe T	Curlew Creek Elementary
Maugel, Debra L	Ponce De Leon Elementary
Morris, Janet Leilani	James B. Sanderlin PK-8
Murphy, Melva R	Skyview Elementary
Nerney, Michelle D	Seminole High
Orecchio, Jennifer Lynne	Belcher Elementary
Parker-Smith, Cheryl	Fitzgerald Middle
Parsons, Amanda L	Fitzgerald Middle

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EXTENDED LEARNING PROGRAM APPOINTMENT

(Continued)

NAME	COST CENTER
Penzien, Karen S	Skyview Elementary
Pincus, Jeffrey H	Seminole High
Poulakidas, Evangelia B	Tarpon Springs Elementary
Psilakis, Ekaterini	Palm Harbor Middle
Quinlivan, Kristina H	Lynch Elementary
Reilly, Kenneth	Thurgood Marshall Fundamental Middle
Richards, Deanna M	Tarpon Springs Elementary
Rock, Candace T	Tyrone Middle
Ronnenkamp, Dudley R	St Petersburg High
Rosin, Donald E	Palm Harbor Middle
Rubino, Tamie L	Skyview Elementary
Salvo, Kelly A	Clearwater High
Sarmiento, Tina N	Thurgood Marshall Fundamental Middle
Shaw, William A	Clearwater High
Sheehy, Dawn M	Palm Harbor Middle
Shepherd, Brittany A	Mount Vernon Elementary
Shipe, Jonathon R	Clearwater High
Skinner, Michael W	Dunedin Highland Middle
Smith, Bayley A	Thurgood Marshall Fundamental Middle
Sorensen, Shelli J	Meadowlawn Middle
Stafford, Janine K	Palm Harbor Middle
Sterner, Jean A	Thurgood Marshall Fundamental Middle
Sutphin, Kimberly G	Lake St. George Elementary
Szilage, Tiffani A	Largo Middle
Taylor, Michael A	Meadowlawn Middle
Tish, Cherylann	Meadowlawn Middle
Tomlinson, Caryn J	Sunset Hills Elementary
Touhey, Kimberly A	Curlew Creek Elementary
Tsalickis, Deborah S	Sunset Hills Elementary
Varn, Michael G	Skyview Elementary

Attachment: Jan 15 2013 FINAL HR Board Agenda Sets A & B (3795 : Request Approval of Personnel Recommendations)

EXTENDED LEARNING PROGRAM APPOINTMENT

(Continued)

NAME	COST CENTER
Wagner, Robert M	Meadowlawn Middle
Walters, Paula M	Shore Acres Elementary
Weber, Heidi J	Fitzgerald Middle
Whalen, Sharon L	Curlew Creek Elementary
White, Jewell	St Petersburg High
Williams, Candy S	Bay Point Elementary
Williams, Kendall G	Madeira Beach Fundamental
Williams, Lisa K	Curlew Creek Elementary
Williamson, Sarah E	Palm Harbor Middle
Winkle, Pratt A	Tyrone Middle
Winsey, Dustin	Seminole High
Winslow, Harriet K	Palm Harbor Middle
Wise, Peggy J	St Petersburg High
Wolff, Diana M	Fitzgerald Middle
Wolodkowicz, Susan	Seminole High
Wright, Nicholas E	Largo Middle
Yakubovsky, Nicole A	Shore Acres Elementary
Zavalnak, Joseph F	Meadowlawn Middle
Zeoli, Teresa E	Shore Acres Elementary

PART-TIME HOURLY APPOINTMENTS

NAME	COST CENTER
Bays, Lindsay C	Melrose Elementary
Beatty, Katelyn J	Plumb Elementary
Campbell, Pamela J	Tarpon Springs Elementary
Eckert, Tracy L	Frontier Elementary
Forbes, Stephanie	Palm Harbor Middle

Attachment: Jan 15 2013 FINAL HR Board Agenda Sets A & B (3795 : Request Approval of Personnel Recommendations)

PART-TIME HOURLY APPOINTMENTS

(Continued)

NAME	COST CENTER
Forestier-McNally, Patricia A	Gibbs High School
Hensley, Rene M	Ptec/Clearwater
Hipp, Juli-Anne	Tarpon Springs Elementary
Kocer, Timothy J	Northeast Community
Lapham, Keeley D	East Lake High
Luong, Chau Phung	Marjorie Kinnan Rawlings Elementary
McElveen, Susan A	Curtis Fundamental Elementary
Parker, Carrie L	Northeast Community
Proffitt, Sonya Jeanette	Gulfport Elementary
Reid, Danette J	Title I Center
Roney, Bridget S	Title I Center
Sarang, Steve J	Clearwater Intermediate
Schmidt, Megan A	Southern Oak Elementary
Sullivan, Robert J	Pinellas Central Elementary
Werlau-Prankard, Kim M	Curtis Fundamental Elementary
Williams, Dorothy Taylor	Family & Consumer Sciences
Wright, Lisa M	Tomlinson Adult Learning Center

Attachment: Jan 15 2013 FINAL HR Board Agenda Sets A & B (3795 : Request Approval of Personnel Recommendations)

TEACHERS OUT-OF-FIELD

The following teachers are teaching one or more courses not covered by Florida teaching certificates. School Board approval is necessary in order that teachers may be considered as "qualified instructional personnel" under State Board Rule 6A-1.0503, which reads in part as follows: "A qualified instructional staff member who holds a valid Florida educator's certificate with coverage other than that deemed appropriate by subsection (1), and has been approved by the School Board to teach out-of-field."

COST CENTER/TEACHER	SUBJECT
Mildred Helms Elementary	
Leonti, Jull J.	Pre-K Disabilities
Pinellas Secondary	
Carmody, Cindy J.	Reading, ESOL, Math, Science, Language Arts & Social Science
Ridgecrest Elementary	
Michael, Linda H.	Reading
Sanders Exceptional Student Education Center	
Swisher, Jeffery C.	Reading, Math, Science, Language Arts & Social Science

APPROVED: _____
Michael A. Grego, Ed.D.
Superintendent of Schools

Attachment: Jan 15 2013 FINAL HR Board Agenda Sets A & B (3795 : Request Approval of Personnel Recommendations)

Set B

MEMORANDUM January 15, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

FROM: MICHAEL A. GREGO, Ed.D., SUPERINTENDENT

SUBJECT: Recommendation of Superintendent on Personnel – 2012/2013

The following personnel matters are submitted to you for your approval:

http://www.pinellas.k12.fl.us/hr/JobDescriptions.html

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Supporting Services		
Appointments	38	1-3
Part Time Appointments	16	3-4
Substitute Appointments	39	4-5
Status Changes	62	5-11
Job Changes	12	11-12
Cost Center Changes	11	12-13
Terminations:		
Probationary Dismissal	1	13
Job Abandonment	1	13
Resignations	34	13-16
Retirements	13	16-17
Adjustments	3	18

DROP = Deferred Retirement Option Program
ESE = Exceptional Student Education
ESOL = English for Speakers of Other Languages
FS = Food Services
FT = Full Time
IDEA B = Individuals with Disabilities Education Act
PT = Part Time

Attachment: Jan 15 2013 FINAL HR Board Agenda Sets A & B (3795 : Request Approval of Personnel Recommendations)

RECOMMENDATION OF SUPERINTENDENT
ON SUPPORTING SERVICES

2012-2013

January 15, 2013

APPOINTMENTS

NAME OF EMPLOYEE	COST CENTER	POSITION	START DATE
Armstrong, Stephen T. (W)	Technology Information Systems	Application Specialist	12/05/12
Babic, Jelena (W)	Oakhurst Elementary	ESE Associate	12/05/12
Batista Roca, Gidbert N. (W)	Pre-Kindergarten Handicapped	Paraprofessional	12/05/12
Bernard, Victoria (W)	Largo Middle	ESE Associate	11/14/12
Carstarphen, Amanda (W)	Blanton Elementary	ESE Associate	11/26/12
Cramer, Dennis L. (W)	Food Services	Food Service Manager Intern	11/26/12
Davis, Kevin P. (W)	Safety Harbor Middle	ESE Associate	11/14/12
DeGarmo, Christopher P. (W)	Maintenance	Painter	11/12/12
Diaz, Scherris D. (B)	Campbell Park Elementary	Teacher Assistant	11/28/12
Everett Jr., Spencer (B)	High Point Elementary	ESE Associate	11/26/12
Feathers, Amanda D. (W)	Sanders Exceptional	ESE Associate	12/03/12
Feliu, Mahalia (W)	Azalea Middle	ESE Associate	12/05/12
Gjoka, Marisida (W)	Food Services	Food Service Manager Intern	11/26/12
Grace, Diane M. (W)	Food Services	Food Service Manager Intern	11/26/12
Hassinger, Jacob L. (W)	Osceola Middle	Plant Operator	11/26/12

Attachment: Jan 15 2013 FINAL HR Board Agenda Sets A & B (3795 : Request Approval of Personnel Recommendations)

APPOINTMENTS
(Continued)

NAME OF EMPLOYEE	COST CENTER	POSITION	START DATE
Hogan, Danny F. (W)	Food Services	Food Service Manager Intern	11/26/12
Hough, Randal K. (W)	Bayside High	ESE Associate	11/28/12
Jackson, Ellender (B)	Woodlawn Elementary	ESE Associate	11/26/12
Johnson, Anquanita R. (B)	Ponce de Leon Elementary	ESE Associate	11/27/12
Lockey, Keith E. (W)	Technology Information Systems	Programmer Analyst	12/05/12
Lockwood, Katrina D. (B)	Sexton Elementary	ESE Associate	11/26/12
Lopez-James, Shontia N. (H)	Belcher Elementary	ESE Associate	11/26/12
Markowski, Robert (W)	Food Services	Food Service Manager Intern	11/26/12
McConnell, Mark S. (W)	High Point Elementary	ESE Associate	11/14/12
Mello, Deana M. (W)	Sawgrass Lake Elementary	ESE Associate	11/27/12
Mercado, Jorge E. (W)	Transportation	Bus Driver	11/05/12
Molina, Maureen (W)	Largo Middle	ESE Associate	12/05/12
Pescio, Shannon M. (W)	Food Services	Food Service Manager Intern	11/26/12
Philie, Barbara (W)	Food Services	Food Service Manager Intern	11/26/12
Peoples, Tanya L. (B)	Sandy Lane Elementary	Teacher Assistant	11/15/12

Attachment: Jan 15 2013 FINAL HR Board Agenda Sets A & B (3795 : Request Approval of Personnel Recommendations)

APPOINTMENTS
(Continued)

NAME OF EMPLOYEE	COST CENTER	POSITION	START DATE
Ruffer, Jacqueline S. (W)	Food Services	Food Service Manager Intern	11/26/12
Ryon, Nancy H. (W)	Hospital/Homebound	ESE Associate	11/26/12
Salgado, Diane E. (H)	Pre K-12 World Languages/ESOL	Bilingual Assistant I	11/26/12
Skinner, Teresa A. (W)	High Point Elementary	ESE Associate	11/12/12
Sullivan, Shannon M. (W)	Belcher Elementary	ESE Associate	11/26/12
Summers, Jessica A. (W)	OT-PT/Medicaid	Registered Physical Therapy Assistant	12/05/12
Valentino, Amy L. (W)	Garrison Jones Elementary	ESE Associate	11/26/12
Weaver, Albert E. (B)	Tyrone Middle	ESE Associate	11/14/12

PART-TIME APPOINTMENTS

NAME OF EMPLOYEE	COST CENTER	POSITION	START DATE
Aviles, Lissette (H)	pTEC/St Petersburg	Clerical Assistant Temp	11/14/12
Boss, Jessica N. (W)	Advanced Studies /Academic Excellence	College Co-op Temp	11/26/12
Boyle, Joseph A. (W)	Plumb Elementary	ESE Associate	11/28/12
Dahmer, Richard L. (W)	Lake St. George Elementary	ESE Associate	11/07/12
Gaspie, Kathryn E. (W)	Countryside High	Student Temp	11/14/12
Harper, Kevin J. (B)	Pre K-12 Extra Curricular Student Activities	Athletic Events Staff Temp	11/14/12

Attachment: Jan 15 2013 FINAL HR Board Agenda Sets A & B (3795 : Request Approval of Personnel Recommendations)

PART-TIME APPOINTMENTS
(Continued)

NAME OF EMPLOYEE	COST CENTER	POSITION	START DATE
Hendricks, Koreen A. (W)	Bardmoor Elementary	ESE Associate	12/05/12
Kelly, Casey J. (W)	Gibbs High	Library Media Assistant Temp	11/26/12
Malave, Suzanne M. (B)	Woodlawn Elementary	ESE Associate	12/05/12
Mellor, Crystal A. (W)	Advanced Studies /Academic Excellence	College Co-op Temp	11/14/12
Morgan, Cathy L. (W)	Advanced Studies /Academic Excellence	College Co-op Temp	12/06/12
Patton, Mary J. (W)	Plumb Elementary	Clerical Assistant	11/28/12
Session Jr., Larry (B)	Transportation	Clerical Assistant	11/19/12
Shull, Krystal A. (W)	Sutherland Elementary	ESE Associate	11/26/12
Simone, Lonette M. (W)	Leila Davis Elementary	ESE Associate	11/14/12
Vega, Nicole O. (W)	Advanced Studies /Academic Excellence	College Co-op Temp	11/26/12

SUBSTITUTE APPOINTMENTS

NAME	NAME	NAME
Countywide Food Service Assistants		
Alayan, Wafa	Alicea, Mary E.	Anderson, Brianna R.
Bowman, Stacy L.	Briley, Loretta A.	Brown, Geneva S.
Burgos Rodriguez, Amarilys	Contreras, Benita	Drecchio, Paul N.
Fineo, Rozane E.	Fraioli, Marie	Harteis, Reed H.
Itipen, Melissa G.	Ivy, Elizabeth D.	Kim, Crisanta R.
Martin, Laura R.	Matta, Nevin F.	Maushund, Traci L.
Miller, Mascolo G.	Rhame Jr., Johnnie D.	Royal Robinson, Judy E.
Rutherford, Heather G.	Sefa, Ollga	Skrapari, Vera

Attachment: Jan 15 2013 FINAL HR Board Agenda Sets A & B (3795 : Request Approval of Personnel Recommendations)

SUBSTITUTE APPOINTMENTS
(Continued)

NAME	NAME	NAME
	Countywide Food Service Assistants (Continued)	
Travis, Stephanie M.	Wehinger, Patricia J.	Yuncker, Leshia R.
	Countywide Assistants/Clerical	
Wentz, Tracey L.	Wilber, Karen M.	
	Countywide Plant Operators	
Cooper, Vicki L.	Faircloth, Jonathon A.	Godwin Jr., Harold L.
Moore, Gina L.	Morton Jr., Robert J.	Mrozek, Justin M.
Patri, Anthony	Rebokus IV, Vincent P.	Rivera-Febus, Noely M.
	Countywide Interpreter Deaf/Hard of Hearing I	
Wright, Rachel C.		

STATUS CHANGES

NAME OF EMPLOYEE	TO POSITION/COST CENTER	FROM POSITION/COST CENTER	DATE
Alchier, Nancy A.	Food Service Assistant PT Walsingham Elementary	Food Service Assistant Substitute Food Services	11/26/12
Alter, Deborah S.	Food Service Manager Intern Food Services	Food Service Specialist Orange Grove Elementary	11/26/12
Barba, Elizabeth J.	Clerk Typist I FT Private Schools ESE	Family & Community Liaison PT Highland Lakes Elementary	12/17/12
Beamer, Jeffrey H.	Plant Operator FT Bauder Elementary	Plant Operator PT Ridgecrest Elementary	11/26/12

Attachment: Jan 15 2013 FINAL HR Board Agenda Sets A & B (3795 : Request Approval of Personnel Recommendations)

STATUS CHANGES
(Continued)

NAME OF EMPLOYEE	TO POSITION/COST CENTER	FROM POSITION/COST CENTER	DATE
Beymer, Jennifer L.	Food Service Assistant PT Curtis Fundamental Elementary	Food Service Assistant Substitute Food Services	12/03/12
Biava, Barbara J.	ESE Associate Calvin Hunsinger	Transportation Bus Driver	12/07/12
Bogar, Willie E.	Night Foreman II Bay Vista Fundamental Elementary	Vending Attendant I Food Services	12/10/12
Boice, Carey E.	Pending Placement Employee Human Resources	Plant Operator Pasadena Fundamental Elementary	11/14/12
Bradford, Katie L.	Food Service Manager Intern Food Services	Food Service Specialist Marjorie Kinnan Rawlings Elementary	11/26/12
Brandenburg, Jane M.	Food Service Assistant Substitute Food Services	Food Service Assistant PT Countryside High	11/05/12
Brown Jr., Edward L.	Food Service Assistant FT Food Services	Food Service Assistant PT Pinellas Park High	12/03/12
Brown, Jean W.	Pending Placement Employee Human Resources	ESE Associate Garrison Jones Elementary	11/29/12
Bystrycki, Carolyn S.	ESE Associate Thurgood Marshall Fundamental Middle	School Office Clerk I Largo Middle	11/26/12
Charris, Emilia D.	Food Service Assistant FT Seminole High	Food Service Assistant PT Seminole High	12/03/12

Attachment: Jan 15 2013 FINAL HR Board Agenda Sets A & B (3795 : Request Approval of Personnel Recommendations)

STATUS CHANGES
(Continued)

NAME OF EMPLOYEE	TO POSITION/COST CENTER	FROM POSITION/COST CENTER	DATE
Coleman, Staci M.	Food Service Assistant PT Seminole High	Food Service Assistant Substitute Food Services	11/26/12
Continanza, Tina	Food Service Assistant Substitute Food Services	Food Service Assistant PT Largo High	12/03/12
Corpuz, Jason J.	Plant Operator FT Carwise Middle	Plant Operator Substitute Human Resources	12/10/12
Denby, Crissy A.	Certified Nursing Assistant PT Temp School Health Services	Certified Nursing Assistant FT School Health Services	01/07/13
Donnaurnmo, Janet D.	Food Service Assistant PT Pasadena Fundamental Elementary	Food Service Assistant Substitute Food Services	11/26/12
Eddy, Sandra D.	ESE Associate FT Oldsmar Elementary	ESE Associate PT Oldsmar Elementary	12/10/12
Eline, Scott L.	Testing Specialist Assessment Accountability & Research	Guidance Counselor High School East Lake High	01/07/13
Escobar, Tessa M.	Food Service Assistant PT Largo High	Food Service Assistant Substitute Food Services	12/03/12
Espinoza, Jesse A.	Food Service Assistant FT Belleair Elementary	Food Service Assistant PT Belleair Elementary	11/05/12
Falls, Carol A.	Secretary IV Dunedin High	Secretary I Student Services	12/03/12
Fennell, Tina M.	Food Service Manager Intern Food Services	Food Service Specialist Pinellas Secondary School	11/26/12

Attachment: Jan 15 2013 FINAL HR Board Agenda Sets A & B (3795 : Request Approval of Personnel Recommendations)

STATUS CHANGES
(Continued)

NAME OF EMPLOYEE	TO POSITION/COST CENTER	FROM POSITION/COST CENTER	DATE
Fox, Steven A.	Physical Education Assistant FT Pre K-12 Extra Curricular Student Activities	Plant Operator PT Skyview Elementary	11/26/12
Heddleston, Rebecca C.	Food Service Assistant PT Osceola Middle	Food Service Assistant Substitute Food Services	11/26/12
Hill, Antwon J.	Food Service Assistant PT Gibbs High	Food Service Assistant Substitute Food Services	11/26/12
Howdeshell, Kathleen S.	Food Service Assistant FT Osceola Middle	Food Service Assistant PT Osceola Middle	11/26/12
Hylton, Sherri F. K.	Food Service Manager III Dunedin Elementary	Food Service Manager II Sutherland Elementary	12/03/12
Jackson, Vernita M.	Paraprofessional Fitzgerald Middle	Teacher Assistant Lealman Intermediate	12/17/12
Jurgens, Pamela A.	Food Service Assistant PT Safety Harbor Middle	Food Service Assistant Substitute Food Services	12/03/12
Lombardi, Albert S.	Plant Operator FT Pinellas Park High	Food Service Assistant PT Pinellas Park High	12/17/12
McCall, Denise I.	Licensed Practical Nurse-Substitute School Health Services	Licensed Practical Nurse FT School Health Services	12/10/12
McCarroll, Robert W.	Food Service Assistant Substitute Food Services	Food Service Assistant PT Walsingham Elementary	11/15/12
Nelson Jr., Lloyd	Plant Operator FT Belleair Elementary	Plant Operator PT Belleair Elementary	12/10/12

Attachment: Jan 15 2013 FINAL HR Board Agenda Sets A & B (3795 : Request Approval of Personnel Recommendations)

STATUS CHANGES
(Continued)

NAME OF EMPLOYEE	TO POSITION/COST CENTER	FROM POSITION/COST CENTER	DATE
Ngo, Lien D.	ESE Associate Pinellas Park High	Bilingual Assistant I Pre K-12 World Languages/ESOL	01/07/13
Noeske, John A.	Food Service Assistant FT Food Services	Food Service Assistant PT Safety Harbor Middle	12/03/12
OBrien, James R.	Plant Operator FT Mildred Helms Elementary	Plant Operator Substitute Human Resources	01/07/13
Perretti, Lore M.	Pending Placement Employee Human Resources	ESE Associate Lakewood Elementary	11/26/12
Perez, Cecilia	Food Service Assistant PT Largo High	Food Service Assistant Substitute Food Services	12/03/12
Pitruzzello, Eugene V.	Clerk Specialist I Human Resources	Plant Operator East Lake High	01/07/13
Provencher, Marie Josee S.	ESE Associate FT Anona Elementary	Food Service Assistant PT Anona Elementary	12/03/12
Rodriguez Gonzalez, Luz M.	Food Service Manager Intern Food Services	Food Service Specialist Sanders Exceptional	11/26/12
Ruble, Joann C.	Food Service Assistant PT Belcher Elementary	Food Service Assistant Substitute Food Services	12/03/12
Rukavina, Leslee A.	ESE Associate FT San Jose Elementary	ESE Associate PT San Jose Elementary	12/03/12
Saari, Marsha J.	Food Service Assistant FT Food Services	Food Service Assistant PT Palm Harbor Middle	12/03/12

Attachment: Jan 15 2013 FINAL HR Board Agenda Sets A & B (3795 : Request Approval of Personnel Recommendations)

STATUS CHANGES
(Continued)

NAME OF EMPLOYEE	TO POSITION/COST CENTER	FROM POSITION/COST CENTER	DATE
Salazar, Paul M.	Plant Operator Northeast High	Electrician-Journeyman Maintenance	11/26/12
Savage-Mims, Janice	Food Service Assistant PT Lynch Elementary	Food Service Assistant Substitute Food Services	12/03/12
Schwarz, Anne-Marie W.	ESE Associate FT Belcher Elementary	ESE Associate PT Temp Belcher Elementary	12/10/12
Schwing, Nicole	Teacher Assistant FT Mount Vernon Elementary	Clerical Assistant PT Mount Vernon Elementary	12/06/12
Sharpe, Barry H.	Clerk Specialist I Human Resources	Plant Operator Administration Building	01/07/13
Snodgrass, Tracy R.	Food Service Assistant PT Largo High	Food Service Assistant Substitute Food Services	12/03/12
Sochocki, Wioletta	Food Service Assistant PT Osceola Middle	Food Service Assistant Substitute Food Services	11/26/12
Tammaro, Christina M.	Food Service Specialist Pinellas Secondary School	Food Service Assistant Food Services	12/04/12
Treece, Linda H.	Food Service Assistant PT Bear Creek Elementary	Food Service Assistant Substitute Food Services	12/03/12
Walker, Chrisseanda A.	Food Service Assistant PT Campbell Park Elementary	Food Service Assistant Substitute Food Services	11/12/12
Washington, Elizabeth N.	Food Service Assistant Substitute Food Services	Food Service Assistant PT Lealman Avenue Elementary	12/03/12

Attachment: Jan 15 2013 FINAL HR Board Agenda Sets A & B (3795 : Request Approval of Personnel Recommendations)

STATUS CHANGES
(Continued)

NAME OF EMPLOYEE	TO POSITION/COST CENTER	FROM POSITION/COST CENTER	DATE
Whittaker, Debra E.	Food Service Assistant FT Food Services	Food Service Assistant Substitute Food Services	12/03/12
Wincelowicz, Loretta E.	Pending Placement Employee Human Resources	ESE Associate Osceola High	11/29/12
Young, Juanita L.	Food Service Assistant PT Seminole High	Food Service Assistant Substitute Food Services	11/26/12
Zambrana, Moises	Food Service Assistant PT Marjorie Kinnan Rawlings Elementary	Library Media Assistant FT Marjorie Kinnan Rawlings Elementary	12/03/12

JOB CHANGES ONLY

NAME OF EMPLOYEE	TO	FROM	DATE
Gerhardt, Deborah J.	Secretary to Executive Director	Secretary III	07/02/12
Kilgore, Teresa L.	Food Service Manager Intern	Food Service Specialist	11/26/12
Morales, Elva	Clerk Specialist II	Paraprofessional	11/26/12
Neitman, Caroline	ESE Associate	Teacher Assistant	11/26/12
Padilla, Berthanelly	Clerk Specialist II	Clerk Specialist I	11/19/12
Phillips, Sheri A.	Clerk Specialist II	Benefits Assistant	01/08/13
Reales, Jill	Secretary to Executive Director	Clerk Specialist II	07/02/12

Attachment: Jan 15 2013 FINAL HR Board Agenda Sets A & B (3795 : Request Approval of Personnel Recommendations)

JOB CHANGES ONLY
(Continued)

NAME OF EMPLOYEE	TO	FROM	DATE
Rivera-Febus, Noely M.	Food Service Assistant Substitute Food Services	Plant Operator Substitute Human Resources	12/10/12
Sagan, Christopher S.	Groundskeeper II	Groundskeeper I	12/03/12
Serrabella, Patti A.	Programmer	Quality Assurance/Testing Apprentice	11/26/12
Weirich, Ryan A.	Senior User Support Analyst	User Support Analyst	11/12/12
Williams, Kim S.	Retirement Analyst**	Risk Management Technician	01/14/13

COST CENTER CHANGES ONLY

NAME OF EMPLOYEE	TO	FROM	DATE
Brown, Pamela D.	Dixie Hollins High	Bay Point Middle	11/13/12
Ciccimarro, Angela	Ozona Elementary	Risk Management and Insurance	11/05/12
Clark, Darleen M.	Stephens Exceptional Student Education Center	Garrison Jones Elementary	11/13/12
Corona, Joseph P.	Azalea Elementary	Pasadena Fundamental Elementary	11/26/12
Diamond, Lisa M.	Anona Elementary	Largo Middle	11/15/12
Dileonardo, David A.	Management Information Systems	Technology Information Systems	09/12/12

** Titles have been changed but not Board Approved in conjunction with the Compensation Comprehensive Action Plan

Attachment: Jan 15 2013 FINAL HR Board Agenda Sets A & B (3795 : Request Approval of Personnel Recommendations)

COST CENTER CHANGES ONLY
(Continued)

NAME OF EMPLOYEE	TO	FROM	DATE
Guellet, Michelle C.	Stephens Exceptional Student Education Center	Bardmoor Elementary	12/10/12
Robinson, Charlene	Calvin Hunsinger	Stephens Exceptional Student Education Center	12/03/12
Shirley, Alvin J.	Lakewood High	Sanders Exceptional	12/21/12
Turner, Elizabeth R.	Staff Attorney	Attorney for Board	11/26/12
Zamora, Luisa I.	Curtis Fundamental Elementary	Belleair Elementary	12/10/12

TERMINATIONS

NAME OF EMPLOYEE	COST CENTER	DATE
	Job Abandonment	
Martinez, Maritza (H)	Lynch Elementary	01/1513
	Probationary Dismissal	
Rogers, Jennifer N. (W)	Belcher Elementary	01/15/13

NAME OF EMPLOYEE	COST CENTER	DATE	REASON
	Resignations		
Aligood, Shawn D. (W)	Campbell Park Elementary	12/07/12	To accept another position
Barnachia, Belinda L. (W)	Pre K-12 World Languages/ESOL	11/26/12	Personal
Blanton, Marjie-Jean (W)	Gulfport Elementary	12/07/12	Moving

Attachment: Jan 15 2013 FINAL HR Board Agenda Sets A & B (3795 : Request Approval of Personnel Recommendations)

TERMINATIONS
(Continued)

NAME OF EMPLOYEE	COST CENTER	DATE	REASON
	Resignations (Continued)		
Caldwell, Jacqueline S. (W)	Belcher Elementary	12/07/12	Personal
DeFranze, Shannon E. (W)	Carwise Middle	11/09/12	To accept another position
Denum-Garbart, Molly M. (W)	Largo High	11/28/12	Personal
Dubuque, Nicole A. (W)	Pinellas Central Elementary	12/07/12	Probationary employee resignation
Evancho, Marianne (W)	Melrose Elementary	12/21/12	Greater job potential
Gatten, June A. (W)	Leila Davis Elementary	12/21/12	Moving
Griner, Maureen P. (W)	Tarpon Springs Middle	12/21/12	To continue education
Hardy, Richard D. (W)	Dunedin High	12/04/12	Quit, No Notice
Hoffman, Bonnie C. (W)	Maintenance	12/14/12	Personal
Kenny, Carol Ann N. (W)	Palm Harbor Middle	11/23/12	To accept another position
Kimmitt, Kristina D. (W)	Doug Jamerson Elementary	12/14/12	To accept another position
Kessler, Julie (W)	High Point Elementary	12/07/12	To accept another position
Laue, Johanna M. (H)	Pre K-12 World Languages/ESOL	11/16/12	Personal
Loguercio, Kimberly S. (W)	Belcher Elementary	12/10/12	Probationary employee resignation

Attachment: Jan 15 2013 FINAL HR Board Agenda Sets A & B (3795 : Request Approval of Personnel Recommendations)

TERMINATIONS
(Continued)

NAME OF EMPLOYEE	COST CENTER	DATE	REASON
	Resignations (Continued)		
Lovell, Kathleen (W)	Osceola Middle	12/21/12	Moving
Maddux, Kenneth W. (W)	Transportation	12/14/12	Probationary employee resignation
McCrary, Laura A. (W)	Lake St. George Elementary	10/22/12	Personal
Moran, William C. (W)	Transportation	12/14/12	Resigned under investigation
Mouzon, Marvin (B)	Clearwater High	11/09/12	Personal
Perezs-Russo, Raquel (H)	Human Resources	12/14/12	To accept another position
Richardson, Jonquell A. (B)	Madeira Beach Fundamental	12/13/12	Personal
Rill, Cynthia M. (W)	Palm Harbor Middle	12/04/12	Resigned under investigation
Scanlan, Jeanette E. (W)	Sunset Hills Elementary	01/06/13	To continue education
Szymanski, Thomas F. (W)	Transportation	12/07/12	To accept another position
Teague, Carl W. (B)	Northeast High	01/04/13	Military service
Underwood, Tiffany C. (B)	Osceola Middle	01/04/13	Moving
Washington, Angela (B)	Exceptional Student Education	12/14/12	To accept another position

Attachment: Jan 15 2013 FINAL HR Board Agenda Sets A & B (3795 : Request Approval of Personnel Recommendations)

TERMINATIONS
(Continued)

NAME OF EMPLOYEE	COST CENTER	DATE	REASON
	Resignations (Continued)		
Watkins, Kimberly A. (W)	San Jose Elementary	11/27/12	Personal
Welch, Thomas M. (W)	Pinellas Park High	12/04/12	Health
Whitfield, Steven M. (B)	Fairmount Park Elementary	12/13/12	Resigned under investigation
Woods III, Raymond A. (W)	Palm Harbor Middle	10/19/12	Personal
	Retirements		
Brannon, Catherine E. (W)	Risk Management and Insurance	01/07/13	Retirement from DROP
Brown, Claudette A. (W)	Risk Management and Insurance	01/11/13	Retirement from DROP
Engelman, Nancy A. (W)	Pre K-12 World Languages/ESOL	01/07/13	Retirement from DROP
Faustino, Linda M. (W)	Seventy-Fourth Street Elementary	12/31/12	Normal retirement
Gunn, Joanne M. (W)	Osceola High	01/07/13	Retirement from DROP
Kindavong, Paul (A)	Pre K-12 World Languages/ESOL	03/29/13	Normal retirement
Lane, Diane D. (W)	Bear Creek Elementary	11/01/12	Retirement from Investment Plan
Leonard, Debra J. (W)	Clearwater Intermediate	12/31/12	Early Retirement

Attachment: Jan 15 2013 FINAL HR Board Agenda Sets A & B (3795 : Request Approval of Personnel Recommendations)

TERMINATIONS
(Continued)

NAME OF EMPLOYEE	COST CENTER	DATE	REASON
	Retirements (Continued)		
McNeal-Marshall, Becky R. (B)	Maximo Elementary	01/07/13	Retirement from Investment Plan
Piedra, Susan E. (W)	Mount Vernon Elementary	10/31/12	Retirement from Investment Plan
Richardson, Felix (B)	Ponce de Leon Elementary	12/31/12	Retirement from Investment Plan
Siegel, Ilona (W)	Dunedin High	11/30/12	Retirement from DROP
Traino, James C. (W)	Maintenance	12/31/12	Retirement from DROP

Attachment: Jan 15 2013 FINAL HR Board Agenda Sets A & B (3795 : Request Approval of Personnel Recommendations)

ADJUSTMENTS

NAME OF EMPLOYEE	COST CENTER	ADJUSTMENT
Becchetti, Rita H. (W)	School Health Services	Adjustment to the December 11, 2012 Board Agenda, Set B; Terminations: Change to Personal, 12/07/12 from Retirement from Investment Plan, 12/04/12.
D'Ambrosio, Heidi E.	Low Prevalence	Adjustment to the September 11, 2012 Board Agenda, Set B, Supporting Services Status Changes: Change to ESE Specialist – 12 from ESE Specialist.
Lynch, Danielle N. (W)	Cross Bayou Elementary	Adjustment to the December 11, 2012 Board Agenda, Set B; Terminations: Change to Probationary employee resignation, 12/10/12 from Probationary Dismissal, 12/11/12.

APPROVED:_____
Michael A. Grego, Ed.D.
Superintendent of Schools

Attachment: Jan 15 2013 FINAL HR Board Agenda Sets A & B (3795 : Request Approval of Personnel Recommendations)

01/15/13 10:30 AM
Regular School Board Meeting
301 Fourth Street SW
Largo, FL 33770

Pinellas County Schools

ADOPTED

REQUEST FOR APPROVAL (ID # 3790)

January 15, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

FROM: MICHAEL A. GREGO, Ed.D., SUPERINTENDENT

SUBJECT: Request Approval of the Teacher, Non-Classroom Instructional, and Administrator Evaluation System Revisions

BACKGROUND:
The School Board previously approved a new Teacher Evaluation System submitted to the DOE for review and approval June 1, 2011 and a School Based Administrator Evaluation System submitted April 24, 2012. The state granted approval of both systems.

Based upon analysis of 2011-2012 evaluation results and the feedback of stakeholder groups, revisions to the student performance data used in evaluation system have been made. The revisions will be applied to 2011-2012 evaluations as well as to 2012-2013 evaluations. Revisions include changes in the student performance data used for third grade teachers and Algebra teachers, the scaling of individual Value-Added Model (VAM) and school VAM scores, the use of school and district VAM scores for specific types of teachers and administrators, and modifications to the logic tree and business rules to clarify how data decisions are made.

All Florida districts including Pinellas are required to submit any revisions to evaluation systems they will implement to the Florida Department of Education for approval.

STRATEGIC DIRECTION: Managing Productive Systems

ALTERNATIVES:
1. Approve the Revised Teacher Evaluation System for submittal to the DOE for review and approval.
2. Do not approve the Revised Teacher Evaluation System for submittal to the DOE for review and approval.

RECOMMENDATION:
Alternative #1 is recommended.

RATIONALE:
Florida districts are required to resubmit revisions/additions to their Evaluation Systems to the Florida Department of Education for review and approval. The district has made revisions to how student performance data is used in teacher, non-classroom instructional staff and administrator evaluations.

IMPACT STATEMENT:
If approved we will submit the required documentation to the Florida Department of Education. If not approved, the changes in student performance data used in evaluations will not be applied to 2011-2012 evaluations or 2012-2013 evaluations.

DATA SOURCE:
Lisa Grant, Director, Professional Development

Human Resources Department

SUBMITTED BY:
Ron Ciranna, J.D., Chief of Human Resources Services

ATTACHMENTS:

- appraisal (PDF)
- Powerpoint Presentation - Evaluation Update -121112 (PDF)
- Talking Points - PCS Instructional & Building Administrator Eval. (PDF)
- Submission to DOE - Recommendation for 2012-2013 Teacher Eval. (PDF)

FLORIDA DEPARTMENT OF EDUCATION

STATE BOARD OF EDUCATION
GARY CHARTRAND, *Chair*
ROBERTO MARTÍNEZ, *Vice Chair*
Members
SALLY BRADSHAW
AKSHAY DESAI, M.D
BARBARA S. FEINGOLD
JOHN R. PADGET
KATHLEEN SHANAHAN

Pam Stewart
Commissioner of Education

December 2, 2012

Dr. Michael A. Grego
Superintendent
Pinellas County Schools
301 4th Street SW
Largo, Fl 33770

Dear Superintendent Grego:

Thank you for submitting amendments to your Classroom Teacher/Instructional Personnel System. Your amendments to the Pinellas County Schools' evaluation system for classroom teachers that include revised rubrics have been approved for use in 2012-13.

The documentation your staff provided clearly reflects your district's commitment in the redevelopment of evaluation systems that focus on improving proficiency on instructional practices that impact student learning. Your leadership in your district and throughout the state is vital to the success of all of our students.

Please do not hesitate to contact me or my staff if you should have any questions or concerns. We continue to strongly encourage all districts to take full advantage of the technical assistance offered by the Department under Race to the Top. For questions or concerns, please contact Eileen McDaniel (Eileen.McDaniel@fldoe.org/ 850.245.0562) or Dr. John Moore (John.Moore@fldoe.org/ 850.245.0546).

Sincerely,

Eileen L. McDaniel

Eileen L. McDaniel

Cc: Marilyn Dennison, Director, Human Resources
Lisa Grant, Director of Professional Development

EILEEN L. MCDANIEL
BUREAU CHIEF, EDUCATOR RECRUITMENT, DEVELOPMENT AND RETENTION
325 W. GAINES STREET • SUITE 124 • TALLAHASSEE, FL 32399-0400 • (850) 245-0562 • www.fldoe.org

Attachment: appraisal (3790 : Request Approval of the Teacher, Non-Classroom Instructional, and Administrator Evaluation System Re)

Evaluation Update

School Board Workshop

Tuesday, December 11, 2012

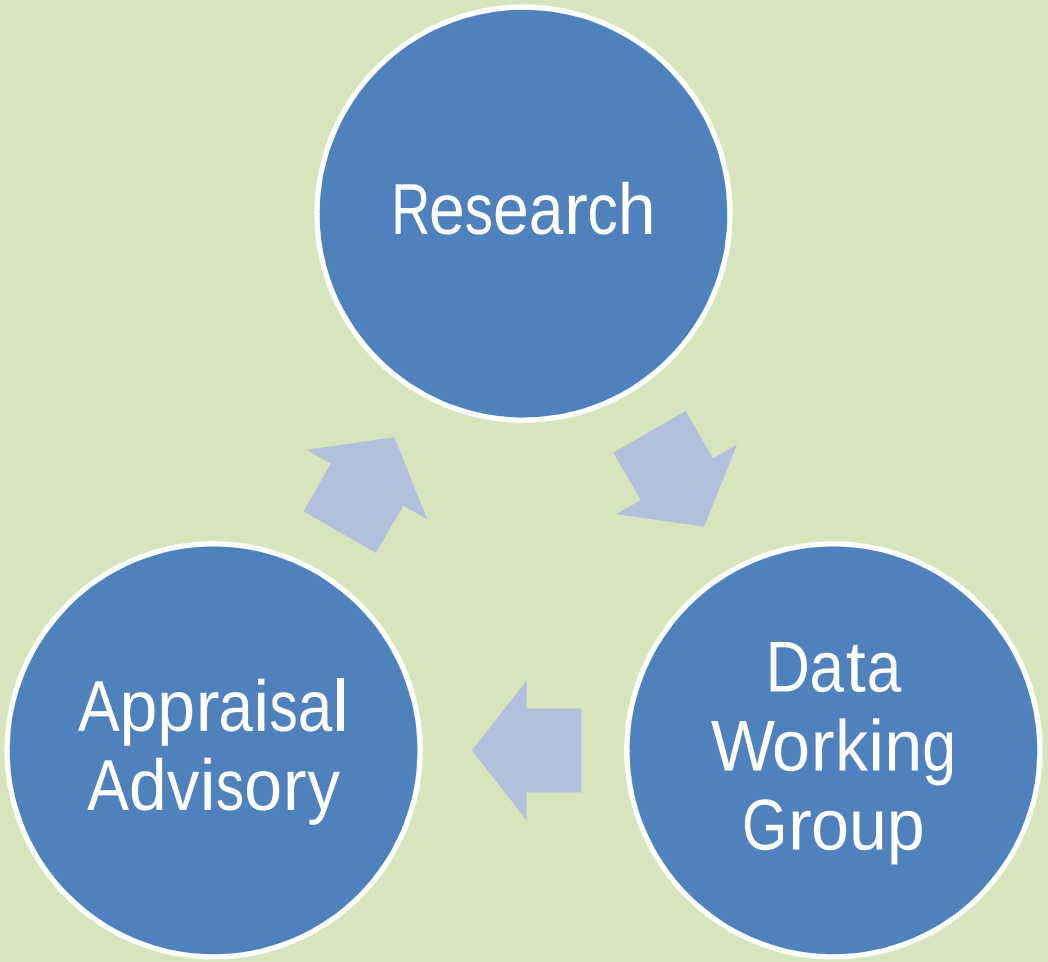
Attachment: Powerpoint Presentation - Evaluation Update -121112 (3790 : Request Approval of the

Timeline of Development & Approval

- May 2011 — School Board approved Teacher System
- May 2011 — Teacher System submitted to FLDOE
- Sept 2011 — Administrator & Non-Class Inst. Systems Approved (2011-2012)
- Dec 2011 — FLDOE approval
- April 2012 — Administrator System School Board Approved (12-13)
- July 2012 — Administrator System FLDOE Approved
- August 2012 — Non-Class Instructional System SB Approved (2012-2013)
- August 2012 — Release of initial VAM data
- October 2012 — Release of final VAM data
- October 2012 — 2011-12 Evaluations finalized
- November 2012 — Analysis of results and research of options
- November 2012 — FLDOE approval of potential revisions
- December 2012 — Recommendations for 2012-13 & 2011-12

Attachment: Powerpoint Presentation - Evaluation Update -121112 (3790 : Request Approval of the

The Process



Attachment: Powerpoint Presentation - Evaluation Update -121112 (3790 : Request Approval of the

Appraisal Advisory Committee

Marilyn Bell	Teacher, John Hopkins MS
Pam Bridges	Teacher, Ozona Elementary School
Princess Fleming	PCTA
Lisa Grant	Director, Professional Development
Ija Hawthorn	Assistant Principal, Gibbs HS
Princess Hemingway	Teacher, Clearwater HS
John Johnston	Principal, Pinellas Park HS
Kim Leitold	Sr. Human Resource Specialist, PD
Jody Lehman-Lynn	Teacher, Sanders Exceptional Center
Marshall Ogletree	Executive Director, PCTA
Angela Owens	Assistant Principal, Azalea MS
Godfrey Watson	Principal, Campbell Park ES

Attachment: Powerpoint Presentation - Evaluation Update -121112 (3790 : Request Approval of the

Data Working Group

Behrokh Ahmadi	Executive Director, Assessment Accountability & Research (AA&R)
Nicole Carr	Senior Coordinator, Differentiated Accountability, AA&R
Dr. Bill Corbett	Area Superintendent, Area 2
Laurie Dart	Staff Attorney
Princess Fleming	PCTA
Renee Foran	Research Specialist, AA&R
Lonnette Frazier	TIF Grant Manager
Geoff Gale	Director, Application Support & Development, TIS
Lisa Grant	Director, Professional Development
Claudia Guerere	Senior Coordinator, Evaluation, AA&R
Dr. Barbara Hires	Area Superintendent, Area 4
Jozelle Johnson	RTTT Grant Manager
Lou Ann Jourdan	Budget Specialist, FTE Office
Norm Kelton	Chief Officer, TIS
Ward Kennedy	Area Superintendent, Area 3
Bill Lawrence	Associate Superintendent, Teaching & Learning
Marshall Ogletree	Executive Director, PCTA
Octavio Salcedo	Director, Testing, AA&R
Melinda Singleton	Instructional Staff Developer, Professional Development
Henry Smoot	Applications Administrator, TIS
Rita Vasquez	Director, Secondary Education
Jeanine Welch	Director, Exceptional Student Education
Pat Wright	Area Superintendent, Area 1

Attachment: Powerpoint Presentation - Evaluation Update -121112 (3790 : Request Approval of the

2012-2013 Recommendations

Attachment: Powerpoint Presentation - Evaluation Update -121112 (3790 : Request Approval of the

INDIVIDUAL VAM

- FCAT Teachers
- Non-FCAT Teachers
- **Algebra EOC Teachers**
- **Third Grade Teachers**
  - 50% Student Performance Data = School VAM
  - 50% FCAT Reading Developmental Scale Score average compared to previous year school average

Attachment: Powerpoint Presentation - Evaluation Update -121112 (3790 : Request Approval of the

INDIVIDUAL VAM

- N = 2
- **Adjust score if not current year individual data**
  - Weight previous year individual score with school VAM score
- **Scale 40% and 50% points separately**

Attachment: Powerpoint Presentation - Evaluation Update -121112 (3790 : Request Approval of the

SCHOOL VAM

- Pre K, Kindergarten, First Grade, Second Grade Teachers
- School wide instructional positions
  - Examples: Guidance Counselors, Behavior Specialists
- Junior and Senior Teachers
  - Including IB and AP Teachers

Attachment: Powerpoint Presentation - Evaluation Update -121112 (3790 : Request Approval of the

SCHOOL VAM

- Scale school wide VAM scores to minimize the impact of outliers

- Scale points from 5 to 40 or 5 to 50
  - Lowest score = 5 (versus 0)

Attachment: Powerpoint Presentation - Evaluation Update -121112 (3790 : Request Approval of the

District VAM

- **Hospital Homebound**
- **Private School ESE**

- Median of school VAM scores

Attachment: Powerpoint Presentation - Evaluation Update -121112 (3790 : Request Approval of the

Additional Recommendations

- **Extended Transition Teachers**
  - Apply same process as Adult Ed Teachers
- **Florida Alternative Assessment (FAA)**
  - Apply same process as used 2011-2012 for Center schools
  - **Include self-contained K-12 site based teachers**

Attachment: Powerpoint Presentation - Evaluation Update -121112 (3790 : Request Approval of the

Summative Score

- **Round to the nearest whole number**
  - All numbers carried to furthest decimal point until overall points rounded

Attachment: Powerpoint Presentation - Evaluation Update -121112 (3790 : Request Approval of the

2011-2012 Evaluations

PROPOSAL:

- Apply 2012-2013 student performance recommendations to 2011-2012 evaluations
- Re-finalize evaluations
- “Hold Harmless”

Attachment: Powerpoint Presentation - Evaluation Update -121112 (3790 : Request Approval of the

The Potential Impact

Initial 2011-2012	
Highly Effective	6.08%
Effective	71.81%
Needs Improvement	17.49%
Developing	3.39%
Unsatisfactory	1.23%

2011-2012 with Recommendations	
Highly Effective	22.96%
Effective	67.2%
Needs Improvement	7.01%
Developing	1.87%
Unsatisfactory	0.9%

Attachment: Powerpoint Presentation - Evaluation Update -121112 (3790 : Request Approval of the

Next Steps

- School Board Approval
  - Tuesday, January 15 School Board meeting
- Revise Flow Chart and Business Rules
- Apply recommendations to finalize data
- Rerun and re-finalize evaluations

Attachment: Powerpoint Presentation - Evaluation Update -121112 (3790 : Request Approval of the

Planning for 2013 and Beyond

- Priorities
  - Kindergarten, 1st Grade, 2nd Grade teachers
  - IB and AP teachers

- Exploring Possibilities and Options

Attachment: Powerpoint Presentation - Evaluation Update -121112 (3790 : Request Approval of the

Pinellas County Schools Instructional & Building Administrator Evaluation Systems
Recommendations for Use of Student Performance Data

These recommendations are proposed for use in 2012-2013 evaluations as well as for the re-calculation of 2011-2012 evaluations. Recommendations are pending School Board approval (January 2013).

Individual VAM Data Use

If a teacher has an individual VAM score, it is used:

- **FCAT Teachers:** Generally, this applies to teachers that teach an FCAT subject and grade level
- **Non-FCAT Teachers:** Generally, teachers that teach an FCAT grade level, but not an FCAT subject
  - Example: A Sixth grade Science teacher – receives an individual VAM score based upon the FCAT scores of the students they teach
- **Algebra EOC Teachers**: Teachers that teach Algebra will have a VAM score based on the performance of the students they teach on the Algebra EOC
  - This will not apply to recalculation of 2011-12 evaluations as no data was available
- **Third Grade Teachers**
  - 50% Student Performance Data = School VAM
  - 50% FCAT Reading Developmental Scale Score teacher average compared to school average
    - This will be based upon the students assigned to the individual teacher

Score Calculations

- **N = 2:** If a teacher has 2 or more students assigned to him/her, the FLDOE calculates an individual VAM score
  - Increasing to a larger number would then require using school-wide data rather than individual data
- **Adjust score if not current year individual data**
  - Weight individual VAM score with school VAM score
  - Example: A HS Math teacher-students took FCAT Math in 2009, but did not take it in 2010 or 2011. The state provided an individual VAM score based upon the 2009 students. The 2009 score will be used, but will be calculated with 2010 and 2011 School VAM so the entire score is not based upon students taught three years prior
- **Scale 40% and 50% points separately**

School Wide VAM Data Use

- **Pre K, Kindergarten, First Grade, Second Grade Teachers:** No individual VAM or other assessment data is available, so a school wide VAM will be used.
  - This is a priority for 2013-14
- **School wide instructional positions**
  - Examples: Guidance Counselors, Behavior Specialists
- **Junior and Senior Teachers:** No individual VAM or other assessment data is available that can be accurately and equitably applied
  - Including IB and AP Teachers: a pilot test was conducted. The results indicate teachers would not benefit from use of these scores and a system to roster students is needed in order to accurately and equitably use this data
    - This is a priority for 2013-14

Attachment: Talking Points - PCS Instructional & Building Administrator Eval. (3790 : Request Approval of the Teacher, Non-Classroom

Score Calculations

- **Scale school wide VAM scores to minimize the impact of outliers**: Outlying scores (either very high or very low) tend to compress or inflate other scores. These scores will be counted, but will mathematically be scaled to prevent the compression of all school scores
- **Scale points from 5 to 40 or 5 to 50**
  - Lowest score = 5 (versus 0)

District VAM Use

- **Hospital Homebound**
- **Private School ESE**: These teachers are Pinellas County employees but do not teach Pinellas County students and the majority of these students do not take FCAT. The district VAM is the best option at this point in time.

Score Calculations

- **Median of school VAM scores**: The district score is calculated as a median of all school scores
  - With the changes in school VAM scores, this will keep the district score in relation to school scores

Additional Changes

- **Extended Transition Teachers**: these teachers teach students that are 18-22 and have an IEP and often work in unique settings such as the Veteran's hospital. These students are technically not K-12 students do not take any assessments
  - Apply same process as Adult Ed Teachers: these teachers' evaluations will include two metrics: administrative review and professional development
- **Florida Alternative Assessment (FAA)**
  - Apply same process as used 2011-2012 for Center schools
    - Include self-contained K-12 site based teachers
      - Example: An SVE teacher at an elementary school will receive the school wide FAA score versus a School wide VAM score.

Summative Scores

- **Round to the nearest whole number**: The final score will be rounded to the nearest whole number
  - All numbers will be carried to the furthest decimal point until the calculation of overall points and then the final score will be rounded

Priorities Moving Forward

- **Priorities**
  - Kindergarten, 1st Grade, 2nd Grade teachers
  - IB and AP teachers
  - Exploring Possibilities and Options

Attachment: Talking Points - PCS Instructional & Building Administrator Eval. (3790 : Request Approval of the Teacher, Non-Classroom

Recommendations for 2012-2013 Teacher Evaluations

1. Maintain use of individual FCAT VAM, non-FCAT individual VAM and School Wide VAM and differentiate use:
   - Use individual FCAT VAM and EOC VAM (Algebra)
   - Maintain use of non-FCAT individual VAM
   - Maintain use of School wide VAM for Pre-K through 2nd grade
     - Prioritize identification of an assessment for use in teacher evaluation 2013-2014
   - Third grade Reading and Math Teachers:
     - School wide VAM (50% of student performance data)
     - Proficiency rate of 3rd graders level 3 or above on FCAT Reading and/or Math (50% of student performance data)
       1. Points assigned based upon score compared to school average (of up to the last three years): deviation from the mean
   - Maintain use of School wide VAM for school wide positions (i.e. Guidance Counselor, Behavior Specialist, Library Media Tech)
   - Maintain use of School wide VAM for High School content courses without EOC or FCAT content/grade level and for AP and IB
     - Create process and system to use AP and IB scores, similar to third grade, for use in teacher evaluation 2013-2014
   - Hospital Homebound:
     - Use District VAM score
   - Private School ESE teachers:
     - Use District VAM score
   - Extended Transition teachers:
     - Treat as Adult Ed teachers
     - Use same metrics as Adult Ed (Administrative Review & Professional Development)

2. Modify school wide VAM score point calculation process
   - Scale the school wide scores to minimize the impact of outliers and more equitably distribute scores
     - This will prevent a distortion of scores (either compression or inflation)
   - Create ten quadrants of school wide scores to more equally spread scores
   - Add five points to school wide scores to allow Highly Effective teachers in lower scoring VAM schools to earn Highly Effective
     - The lowest school wide score = 5 (rather than zero)

3. Individual VAM score revisions:
   - Leave individual VAM calculated at N=2 (state formula)
   - If no individual current year data, but an individual VAM score (from previous years), weight score to add current year School Wide VAM

4. Use FAA scores as used in 2011-2012 in Center schools. Use in the same manner for self contained site based teachers with students taking the FAA (all special diploma students)

Revised 11/26/12

Attachment: Submission to DOE - Recommendation for 2012-2013 Teacher Eval. (3790 : Request Approval of the Teacher, Non-Classroom

5. District VAM: Calculate District VAM score as a median of school VAM scores
   - District VAM calculated after school wide VAM scores figured
   - Clearly communicate how the district VAM score is calculated

6. Revise the flow chart to change from "level" to cost center for each step

7. Round final scores to the nearest whole number to determine the overall rating.

8. Plan and implement additional training for administrators and teachers regarding meaning and use of VAM

9. Finalization of evaluations:
   - Prior to adding the student performance data into summative evaluations and releasing the data, the Data Working group will meet to review the data and discuss potential issues, needs and concerns.
   - The Data Working Group will determine release date of data
   - The finalization of evaluations will be completed within 10 school days of release of the data
     - District and PCTA to modify contract language

Attachment: Submission to DOE - Recommendation for 2012-2013 Teacher Eval. (3790 : Request Approval of the Teacher, Non-Classroom

01/15/13 10:30 AM
Regular School Board Meeting
301 Fourth Street SW
Largo, FL 33770

Pinellas County Schools

ADOPTED

REQUEST FOR APPROVAL (ID # 3793)

January 13, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

FROM: MICHAEL A. GREGO, Ed.D., SUPERINTENDENT

SUBJECT: Request Approval to Reappoint Aon Hewitt as Employee Benefits Broker & Consultant January 1, 2013, through December 31, 2016, With an Option to Renew for Four Additional Years

BACKGROUND:
On September 14, 2012, the Purchasing department issued the Request for Proposal No 13-946-047, RFP for Employee Benefits Broker & Consultant. The RFP was received by 66 vendors and reviewed by 24. The Board received seven responsive proposals - *Aon Hewitt, Gallagher, Mercer, Milliman, Robinson Bush, USI and Willis.*

The Evaluation Committee for this RFP was comprised of the following:

- Michael Bessette, Associate Superintendent Operational Services
- Kevin Smith, CPA, Associate Superintendent Finance & Business Services
- Ron Ciranna, J.D., Chief of Human Resources Services
- Karen Coffey, Executive Director Budget & Resource Allocation
- Ted Pafundi, Director Risk Management & Insurance
- April Paul, Manager Employee Benefits, Health & Workers Compensation
- Don Manley, PCTA/PESPA Representative

The Evaluation Committee individually reviewed proposals and met on November 7, 2012 and selected three vendors to make oral presentations. On November 12, 2012, the three finalists made their presentations which covered the following topics:

- Cost Savings - Please describe cost savings strategies you have employed with a large client beyond cost shifting. Please use a school district example, if available.
- Communication & Enrollment - Please provide examples of communication tools you have used for annual enrollment and the implementation of a new benefit, such as a health savings account.
- Wellness - Please describe successful wellness strategies you have employed with clients and indicate wellness resources that would be available to PCS.
- Health Care Form - Please describe what you are doing to help your clients comply with health care reform.
- Summary - Why should we select you to be our Employee Benefits Broker/Consultant?

The oral presentations varied in response to the questions, supporting documentation provided and identification of resources and strategies for success. Subsequent to the presentations, the committee members unanimously ranked Aon Hewitt first.

STRATEGIC DIRECTION: Managing Productive Systems

ALTERNATIVES:

. Approve the four year service agreement with Aon Hewitt.
. Do not approve the four year service agreement with Aon Hewitt.

RECOMMENDATION:

Alternative #1 is recommended

RATIONALE:

Aon Hewitt is the largest insurance broker and benefits consultant in the world. They have effectively served the district for over 20 years and have the experience and local presence to successfully market, negotiate and manage the district's comprehensive health and benefits program. Aon Hewitt has a positive working relationship with district staff and enjoys the confidence and support of the district's bargaining teams.

Employee Benefits are very complex and technical in nature with many federal and state regulatory requirements. Aon Hewitt has the expertise and resources to provide actuarial services, Government Accounting Standards Board (GASB) reporting, legal and compliance services, and benefits communication assistance required by large employers such as Pinellas County Schools.

Aon Hewitt's marketplace presence enables them to present innovative and proven strategies to enhance our health plan, improve employee health and well-being and control health care costs. Aon Hewitt through its national and local offices is able to negotiate cost effective benefit plan renewals, resolve claim issues and comply with federal and state regulations governing employee benefit plans.

Over the last few years Aon has successfully accomplished the following:

- 2013 - Medical, Dental and Vision RFP conducted. Health insurance premium was reduced to $110M for a savings of $17.3M. Dental Insurance was renewed for 0% for 2013 and 2014 providing a savings to employees. Vision Insurance premium increase was reduced from $734,000 to $517,000 for a savings of $217,000.

- 2012 - Humana renewal 8.93% was reduced to 8.28%, prior to any plan changes, resulting in a savings of $800,000.

- 2012 - Negotiated a Risk Share Agreement with Humana which enables the Board to share in savings if claims experience is better than expected.

- 2011 - Life Insurance rates were reduced 4.9% overall with a 4-year guarantee resulting in an estimated savings of $769,000 over 4 years.

- 2011 - Humana health Insurance renewal was well below medical trend (6.04%). Through negotiations and plan changes the renewal was reduced to 2.9% resulting in a savings of over $3.5M

- 2010 - Medical, Dental and Vision RFP conducted. As a result Health Insurance premium increase went from +22% to +12.6%, a difference of $11M+

- 2010 - Negotiated a renewal formula and rate cap which minimized premium increases in future years.

IMPACT STATEMENT:
The board does not pay directly for these services so there is no impact on the Operating Fund. The $565,000 annual cost for these services will be paid through commissions earned on voluntary benefit programs. There will be no commissions earned on health, vision and board paid life insurance plans which are paid by the Board. Any excess commissions that are earned by Aon Hewitt will be used to support the district's benefit and wellness programs.

Aon Hewitt assists the district in marketing, negotiating and administering employee benefit plans. They have the resources and expertise to review annual renewals and to negotiate terms that are more favorable to the district. Historically, Aon has negotiated renewal terms that reduced proposed premiums more than .05% which has generated savings greater than $550,000. These savings offset the fees paid so that all the services provided by Aon are value added to the district.

DATA SOURCE:
David Koperski, School Board Attorney
Kevin Smith, CPA, Associate Superintendent, Finance & Business Services
Ted Pafundi, Director Risk Management & Insurance
Aon Hewitt

SUBMITTED BY:
Ron Ciranna, J.D., Chief of Human Resources Services

ATTACHMENTS:

- image2012-12-13-150857 (PDF)

AGREEMENT BETWEEN
THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA
AND
AON HEWITT

This Agreement is made this 15th day of January, 2013, by and between THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA (hereinafter referred to as the "Board" or "District" or "Client") and AON HEWITT, a New Jersey corporation, authorized to do business in the State of Florida, with offices located at 7650 W. Courtney Campbell Causeway, Suite 1000, Tampa, Florida 33607 (hereinafter referred to as the "Consultant"), to provide professional consulting services to the Board.

1. TERM OF AGREEMENT AND CANCELLATION. This Agreement shall govern services rendered since and thereafter January 1, 2013, through December 31, 2016, when the terms of this Agreement shall end. This Agreement may be cancelled by the Board with or without cause, upon ninety (90) days written notice. The Consultant acknowledges that should the Board elect to change consultants, the Consultant is obligated beyond the term of this Agreement to continue to act as the Agent of Record and represent the Board until policies placed by the Consultant expire on December 31 of the year in which the Consultant is changed by the Board, or to a date agreed to by both parties.

2. SERVICES. Exhibit A–Services to be Provided: The Consultant's services pursuant to this Agreement shall include, but not necessarily be limited to the following:

A. Broker & Consulting Services.

(1) At the Board's request, prepare bid specifications and solicit proposals from insurance carriers that specialize in group medical insurance plans. Evaluate bids and bidders, including administration coverage, claim payment procedures, customer service, networks, reserve establishment policies and financial stability. Summarize and report results the Board's Risk Management Department and District Bargaining Committees.

(2) Assist the District in administering all group insurance plans (active and retirees), responding to questions from and providing information to staff, and providing other consulting services during the course of the plan year. Provide services to Board-affiliated groups (PEF, PCTA, etc.) as requested by the Board.

(3) Assist the District in complying with federal, state and local laws and regulations related to employee benefits. Provide technical assistance on such matters as COBRA, HIPAA, FMLA, Section 125, GASB, Medicare

Attachment: image2012-12-13-150857 (3793 : Request Approval to Reappoint Aon Hewitt as Employee Benefits Broker &)

Part D, Health Care Reform legislation, and other benefit related issues as necessary.

(4) Review claims experience, claims services, and claims administration, including benefit technology solutions, to ensure maximum benefit to the District.

(5) Determine and recommend the most economical funding methods for the benefit programs and strike a balance between cost and comprehensiveness of the programs.

(6) Facilitate all benefit renewal negotiations with providers on all issues including premiums, benefit levels, plan design, and special terms and conditions. Assist in contract development and documentation.

(7) Meet and provide reports to the District's Risk Management Department, Superintendent and various committees responsible for employee benefits. Meet with District staff as needed, assist with employee meetings, including focus groups, annual enrollment, and additional implementation meetings if necessary.

(8) Research any new developments in the law and employee benefit programs on an ongoing basis and submit summaries to the Board for review and discussion.

(9) Analyze claims and demographic data and review and benchmark Board benefit programs against national, local and school district data. Present analysis to District staff as requested.

(10) Identify opportunities to better manage health care costs, including but not limited to disease management, risk assessment, wellness initiatives, healthcare clinics, carve out programs and other methods to contain costs without compromising service.

(11) Provide a dedicated full time on-site representative to assist with the District wellness initiative, to serve as a liaison between the broker, insurance carriers and the District, and to service benefit plans as needed.

(12) Review all plan documents for accuracy and compliance with appropriate laws and regulations and file plan documents as required.

(13) Negotiate claims and customer services issues with carriers on behalf of the District.

(14) Assist in the completion of annual budget projections to be completed by Actuary.

Attachment: image2012-12-13-150857 (3793 : Request Approval to Reappoint Aon Hewitt as Employee Benefits Broker &)

(15) Assist the Board in obtaining Executive Benefits as required.

(16) Provide an Annual Stewardship Report and meet with Risk Management Team, Superintendent and various other committees.

B. Benefits Communication

(1) Design and implement a sophisticated multi-channel annual communication strategy that:
   a. Educates employees and retirees about the District's benefit programs;
   b. Enhances employee appreciation and understanding of their benefits;
   c. Encourages appropriate decision making when an employee enrolls (as a new hire and each year during open enrollment); and
   d. Engages employees in the District's wellness initiatives.

(2) Utilize a strategy incorporating multiple communication channels including print, multi-media, and electronic (web, social media, interactive files, etc.) and includes the following award-winning materials:
   a. Prepare the District's BENEFlex Guides – The active employee guide is a 100 plus page comprehensive guide that offers detailed benefit information. The guide is to be provided in print as well as an interactive PDF file posted online. The retiree guide is a similarly reduced version of the benefits available to our retirees;
   b. Prepare the Annual enrollment newsletters and posters;
   c. Annual enrollment coordination, including fulfillment and delivery to all District work sites;
   d. Six individual benefit video modules used as part of the District's new employee orientation;
   e. Retiree annual enrollment newsletter, guide and packages; and
   f. On-site support for annual enrollment fulfillment assistance when requested.

(3) Provide writing and editorial support, graphic design, project management, and full production management for our benefits and wellness plans, including any potential wellness centers.

C. Benefits Plan Management

(1) Assist with billing issues and other vendor problems.

(2) Troubleshoot problem claims issues.

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(3) Coordinate with vendors to resolve issues on delivery, enrollment and other contract issues.

(4) Negotiate/re-negotiate performance standards for carriers/suppliers annually, if applicable.

(5) Prepare an annual stewardship report and performance review.

(6) Aon Hewitt may subcontract with other vendors to evaluate and assist with elective benefit offers and face-to-face wellness education/enrollment meetings if necessary.

(7) Conduct meetings as needed with carriers/suppliers to identify issues/problems and monitor performance of service and claims.

D. Compliance and Regulatory Support

(1) Send bulletins on hot topics and legislative issues. National Aon Hewitt vendor liaisons to leverage Aon Hewitt's scale and facilitate key service and account management issues.

(2) Access to Employee Benefits attorney.

(3) Upon request, provide additional information to assist in client's fulfillment of fiduciary duties.

(4) Provide assistance in preparation of Section 125 Plan Document as needed.

(5) Provide annual GASB valuation.

(6) Provide consulting to ensure compliance with Healthcare Reform and PPACA.

E. RFP Services

(1) Prepare bid specifications and solicit proposals from insurance carriers that specialize in group insurance plans, other than the medical plan. Evaluate both the bids and bidders, including administration coverage, claim payment procedures, customer service, networks, reserve establishment policies and financial stability. Summarize and report all results to the Board's Risk Management Department and District Bargaining Committees. Includes one medical RFP for $100,000.

F. Health Exchanges

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(1) Evaluate the viability of exchanges as it relates to Pinellas County Schools.

G. Integrated Absence Management/Absence, Disability and Life Management (ADLM)

(1) Conduct an absence management analysis to:
   a. Reduce bottom line costs,
   b. Streamline administration, and,
   c. Assist in containing healthcare costs

H. Data Analytics

(1) Design 180
   a. Implementation of Design 180 reporting and analytical system
   b. Reporting on medical, pharmacy, and medical conditions. To assist with strategic health and wellness plan.

I. Health Care Reform Impact Modeler

(1) Complete detailed analysis to estimate impact from PPACA
   a. Proactively quantify financial impact
   b. Avoid costs, penalties and compliance violations.

3. COMPENSATION. Exhibit B–Payment for Services and Fees: The annual Consultant's compensation for each year of this Agreement shall be paid for services as follows:

A. Consulting and Communication Services.

(1) Broker/Consulting Services:	$500,000
(2) Benefits Communication:	$65,000
Total	$565,000

B. Payment for Services. Board will be responsible for direct payment of costs for printing and distribution of Annual Enrollment materials (Guides and Videos) via separate invoicing. As Broker of Record, Consultant will receive commissions from Board voluntary plans; however, commissions will not be received from the Board medical, vision, and Board life/AD&D plans. The proposed commission structure as provided to Consultant by the Board's insurers is shown on the table below:

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Line of Coverage	Commission Level %
Medical Program – Humana	None
Employee Assistant Program – Corporate Care Works	None
Group Dental Humana CompBenefits MetLife	 5.0% 5.0%
Long-term Disability/Short-term Disability/Hospital Income Protection – Assurant	5.0%
Group Life/AD&D – Prudential Basic Life/AD&D Voluntary Life/AD&D	 None 5.0%
Vision – EyeMed	None
Statutory Policy AD&D – Hartford	5.0%
Long Term Care – Metropolitan	10.0%
Auto/Home – Metropolitan	4.00%
Legal – Metropolitan *(10% on 1st $500,000)*	2.0%
Pet Insurance – Metropolitan	None

Fifteen percent (15%) of Aon Hewitt's Broker/Consulting Services fees (i.e. $500,000 per year) are based upon a metric that will be agreed upon between Aon Hewitt and Board's administrative leadership.

C. Adjustments/Conditions.

(1) In the event the commission levels change, Consultant shall provide the Board with an updated disclosure prior to binding of insurance programs and such change shall be subject to Board's approval.

(2) Consultant will receive commissions as disclosed above and agreed to in writing by the Board. Where permitted by applicable law, these commissions will be used for the purpose of delivering services to the Board's Employee Benefit Program. Consultant will be responsible for the delivery of services described in this Agreement.

(3) Consultant will provide an annual reconciliation of the services provided and the commissions and fees received. Each year, a project plan will be developed to determine how allocation of commissions will be utilized. If commissions received are greater than the specified in this Agreement, the excess commissions will be applied to offset costs incurred for the Board's wellness and benefits programs.

(4) Compensation may be adjusted pursuant to mutual written agreement of the parties to account for additional services rendered as a result of unforeseen events. We would work within a separate proposal, fee estimate

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and Letter of Engagement. Such services will be billed on a time and material basis monthly.

(5) Consultant shall accept from insurers only permissible forms of compensation, which do not include contingent commissions.

(6) Consultant will use its best efforts to negotiate placements for insurance programs on a net of (without) commission basis; however, it is not always possible or advisable to do so. In cases where a commission is paid to Consultant, Consultant shall credit the commission against its fees, when not prohibited by applicable law. Consultant shall advise the Board of all such commissions in writing prior to binding. If Consultant is required, for any reason, to return any commissions that were credited against the fee, the Board agrees to reimburse Consultant for this amount.

(7) Consultant will disclose to the Board all marketing quotes, including any applicable commission rates, received prior to binding any coverage for insurance programs. The Board will also be provided, prior to binding, with an accounting of any amounts to be paid to Consultant, Consultant affiliates, and/or non-Consultant intermediaries if available, in connection with the coverages placed for the Board's insurance programs, including any fees, if applicable, paid to Consultant for services it provides to third parties. In addition, Consultant will annually provide the Board with a summary of all Consultant revenue applicable to insurance programs.

(8) In some instances, insurance placements made by Consultant may require the payment of state surplus lines or other premium taxes and/or fees in addition to the premium itself. Consultant will make every effort to identify any of these taxes and/or fees in advance, but in all instances the payment of these taxes and/or fees will remain the Board's responsibility. Consultant will invoice the Board for the amount of these taxes and fees.

(9)Most Aon Hewitt placements are made with insurers that are rated "Excellent" by the professional rating agencies; however, Aon Hewitt does not guarantee the solvency of any insurer. The decision to accept or reject an insurer will be made solely by the Board and/or the Board's administrative leadership. Aon Hewitt and/or its affiliates may from time to time maintain contractual relationships with the insurers that are recommended as potential markets, or with whom coverage may ultimately be placed. Further details concerning Aon Hewitt's relationship with insurance carriers can be found at http://www.aon.com/about-aon/corporate-governance/guidelines-policies/market-relationship.jsp.

4. NON-ASSIGNMENT. There shall be no assignment of this Agreement or compensation derived there from by the Consultant without the prior written consent of the Board.

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5. NON-WAIVER. No delay by either party in enforcing any covenant or right hereunder shall be deemed a waiver of such covenant or right, and no waiver of any particular provision hereof shall be deemed as waiver of any other provision or a continuing waiver or such particular provision, and except as so expressly waived, all provisions hereof shall continue in full force and effect.

6. GOVERNING STATE LAW/SEVERABILITY/VENUE. The rights, obligations and remedies of the parties as specified under this Agreement shall be interpreted and governed in all aspects by the laws of the State of Florida. Should any provision of this Agreement be determined by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions shall not be impaired. The parties agree that with respect to litigation, which shall result from this Agreement, venue shall lie in Pinellas County, Florida, if a state court action, and in the U.S. District Court for the Middle District of Florida, if a federal court action and the prevailing party shall be entitled to attorney's fees and court costs.

7. INDEMNIFICATION. The Consultant hereby agrees to hold harmless, indemnify, and defend the Board, its agents, employees and elected officials free and harmless from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of whatever kind or nature whether arising during or after completion of the work hereunder and in any manner caused, occasioned or contributed to by any malpractice, negligent act, omission or fault of Consultant or anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this contract, unless due to Board's negligence. Indemnification for acts and omissions occurring during the term of this Agreement shall survive the term of the Agreement whether such term expires by passage of time or is terminated.

8. INSURANCE. The Consultant must carry general liability insurance, which shall include errors and omissions coverage. The amount of coverage shall be a minimum of $1,000,000. The Consultant shall add the Board as an additional insured on the general liability coverage. The insurance shall cover all of the Consultant's services under this Agreement and shall be effective throughout the term of this Agreement, as well as any renewals or extensions thereto. The Consultant must submit a Certificate of Insurance indicating the required coverage and shall present the same to the Board upon execution of this Agreement. Any and all insurance policies shall be through insurers qualified to do business in Florida.

9. MISCELLANEOUS.

A. Consultant agrees that all books, records, lists of names, journals, ledgers and other recorded information developed specifically in connection with the administration of the Board shall always be and remain the property of the Board. Subject to Section 119.07, F.S., and other applicable law, Consultant agrees to keep all such material confidential and not to reproduce, disclose or disseminate the material or the information contained therein to third parties without the prior written consent of the Board. Upon termination of this

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Agreement for any reason, Consultant shall immediately return all such material and any copies thereof, to the Board.

B. Consultant may engage subcontractors to perform certain of the services under this Agreement provided Consultant obtains the prior approval of the Board, through the Superintendent or designee, which approval shall not be unreasonably withheld. Consultant shall remain liable to the Board for all services provided by subcontractors.

C. The Board shall report and communicate in writing to Consultant changes in exposures, loss-related data and other material change during the course of this Agreement.

D. Consultant and/or its affiliates may from time to time maintain contractual relationships with the insurers that are recommended as potential markets, or with whom Board coverage may ultimately be placed. All such relationships shall be fully disclosed in advance in writing to the Board.

E. The services and work product provided by Aon Hewitt hereunder are provided for the Board's exclusive use, to be used solely for the Board's internal business purposes; they are not intended to be used or relied upon by third parties.

10. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by the Consultant hereunder. No statement, representation, writing, understanding, or agreement made by either party, or any representative of either party, which is not expressed herein, shall be binding. Except as otherwise provided in this Agreement, all changes to, additions to, modifications of, or amendments to this Agreement, or any of the terms, provisions, and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each party hereto.

11. ADDITIONAL TERMS AND CONDITIONS. The parties agree to the General Business Terms and Conditions, which are attached hereto and incorporated herein as Attachment A. To the extent the terms of Attachment A conflict with the terms of this Agreement absent Attachment A, the terms of this Agreement absent Attachment A will control.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their undersigned officers, duly authorized, effective as of the day and year first above written.

The School Board of Pinellas County, Florida

By:_____
Carol J. Cook, Chairperson

Attest:_____
Michael A. Grego, Ed. D., Superintendent

Approved as to form:

David Koperski, School Board Attorney

Aon Hewitt

By:_____
Ed Vargas, Senior Vice President

Its: Senior Vice President

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Attachment A- General Business Terms and Conditions

1. Services.

a. These General Business Terms and Conditions apply to all services ("Services") provided by Aon Hewitt, Inc. ("Aon") to Client, including those set forth in an engagement letter or services subsequently added (collectively, the "Agreement"). Client's employee benefit plans are referred to as "Plan" or "Plans".

b. Both parties acknowledge that the accuracy of Services depends upon the accuracy and completeness of the data supplied to Aon. Aon makes no representation or warranty concerning the accuracy and completeness of any data provided to it and results that are dependant upon such accuracy and completeness, and Client accepts sole responsibility for errors in Services resulting from inaccurate or incomplete data supplied by Client or at Client's direction.

c. Client agrees to provide the data necessary for the performance of Services in the form agreed upon. Client understands and agrees that if data is submitted in a form otherwise, Client shall pay Aon, in addition to the fees otherwise set forth, the reasonable expenses incurred to merge or convert the data to the agreed upon form.

d. The Services are not of a legal nature, and Aon will in no event give, or be required to give, any legal opinion or provide legal representation to Client.

e. With respect to insurance consulting or brokerage Services, Aon is not responsible for any insurance policies, coverages and programs that predate this Agreement except as provided in the Agreement.

2. Fees and Payment of Invoices.

a. Properly submitted invoices upon which payment is not received within forty-five (45) days (see Section 218.74(2) F.S.) of the invoice date shall accrue a late charge of the lesser of (i) 1.5% or (ii) the highest rate allowable by law, in each case compounded monthly to the extent allowable by law. Without limiting its rights or remedies, Aon shall have the right to halt or terminate the Services entirely if payment is not received within forty-five (45) days of the invoice date. Client shall indemnify Aon for the costs of collection of overdue payments.

b. In the event that Client requests additional services, such services shall be charged on an hourly basis, plus expenses, unless agreed otherwise in writing.

c. In addition to costs specified by the Agreement, Client will be responsible for any sales, use, excise, value-added and other taxes that are levied on any goods or Services under the Agreement, excluding taxes on Aon's income generally.

d. As applicable to the Services and the Client, in the event the Plan sponsor does not pay fees, or fees remain unpaid at the termination at the termination of Services, or Client files for bankruptcy protection, payment of fees will be made from Plan assets to the extent allowed by ERISA.

e. If Aon is required by government regulation, subpoena, or other legal process to produce documents or any personnel as a witness with respect to the Services provided to Client, Client will reimburse Aon for the costs of professional time and expenses, including without limitation reasonable attorney's fees, incurred in

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responding to such requests, so long as Aon is not a party to the proceeding in which the information is sought.

3. Relationship.

a. It is understood and agreed that each of the parties hereto is an independent contractor and that neither party is, nor shall be considered to be, an agent, distributor, joint venturer, partner, fiduciary or representative of the other. Neither party shall act or represent itself, directly or by implication, in any such capacity in respect of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.

b. Aon is not a fiduciary within the meaning of the Employee Retirement Income Security Act (ERISA) or other legislation, Aon has no discretion with respect to the management or administration of the Plan(s), and or control or authority over any assets of the Plan(s), including the investment of those assets. All such discretion and control remain with Client and other Plan fiduciaries.

4. Limitation on Warranties.

The Services performed under this Agreement (which may include certain deliverables, which must be specifically described as such in the engagement letter ("Deliverables") will conform to generally accepted industry standards and practices for similar services and deliverables. AON DISCLAIMS ALL OTHER WARRANTIES, EXPESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5. Confidential Information.

a. With respect to any information supplied in connection with this Agreement and designated by either party as confidential or which the other should reasonably believe is confidential based on its subject matter or the circumstances of its disclosure ("Confidential Information"), the other party agrees to protect the Confidential Information in a reasonable and appropriate manner, and use Confidential Information only to perform its obligations under this Agreement and for no other purpose. This will not apply to information which is: (i) publicly known, (ii) already known to the recipient, (iii) lawfully disclosed by a third party, (iv) independently developed or (v) disclosed pursuant to legal requirement or order.

Client's Confidential Information which is provided to Aon and that which is created as a result of Services, is and will be owned by Client.

b. The obligations of this paragraph will survive the termination of this Agreement for a period of one (1) year, unless otherwise required by law.

c. If Aon is receiving protected health information (PHI) from the Plan, the use of PHI will be governed by the terms of the business associate agreement with the Plan.

d. Notwithstanding the foregoing, Client consents to Aon's disclosure solely of the existence of the client relationship for the limited purpose of business marketing.

6. Ownership.

a. Aon has created, acquired or otherwise has rights in, and may, in connection with the performance of Services hereunder, employ, provide, modify, create, acquire or otherwise obtain rights in, various concepts,

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ideas, methods, methodologies, procedures, processes, know-how, and techniques (including, without limitation, function, process, system and data models); templates; software systems, user interfaces and screen designs; general purpose consulting and software tools; benefit administration systems; and data, documentation, and proprietary information and processes ("Aon Technology").

b. Except as provided below, upon full and final payment to Aon hereunder, the Deliverables, if any, shall become the property of Client. To the extent that any Aon Technology is contained in any of the Deliverables, Aon hereby grants to Client a perpetual, worldwide, paid-up, royalty-free, nonexclusive license to use such Aon Technology in connection with the Deliverables.

c. To the extent that Aon utilizes any of its property, including, without limitation, the Aon Technology, in connection with the performance of Services, such property shall remain the property of Aon and, except for the license expressly granted in the preceding paragraph, the Client shall acquire no right or interest in such property.

d. Client will honor Aon copyrights, patents, and trademarks relating to Services, Deliverables and Aon Technology, and will not use Aon's name, patents or trademarks without Aon's prior written consent.

e. Aon acknowledges and agrees that all right, title and interest in and to any programs, systems, data, information and other materials furnished to Aon by Client hereunder are and shall remain Client's sole and exclusive property.

f. Nothing contained in this Agreement will prohibit Aon from using any of its general knowledge or knowledge acquired under this Agreement (excluding Client's Confidential Information) to perform similar services for others.

7. Indemnification and Limitation of Liability.

a. Aon shall indemnify and hold harmless the Client, its directors, officers, and employees from and against any and all claims, actions, losses, damages, liabilities and expenses resulting from third party claims arising out of the performance of Services, to the extent finally judicially determined to have directly resulted from the negligence of Aon, not to exceed the percentage share that its negligence bears to the total negligence of Client and all other negligent entities and individuals.

b. Except with respect to the indemnification obligations in the preceding paragraph, in no event will Aon or Client be liable to the other for any indirect, incidental, special, consequential, exemplary or reliance damages (including, without limitation, lost business opportunities or lost sales or profits) arising out of Aon's services to Client, regardless of whether either party is advised of the likelihood of such damages. In addition, to the fullest extent permitted by law, and except for damages resulting from fraud or intentional misconduct by Aon, in each Service Year (as defined hereafter), the total aggregate liability of Aon, including its affiliates, subsidiaries, parents, officers, directors, employees, and agents (collectively, "Aon"), to Client for any and all damages, costs, and expenses (including but not limited to attorneys' fees), whether based on contract, tort (including negligence), or otherwise, in connection with Aon's performance of services for Client, shall be limited to the amount of

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compensation paid or payable in such applicable Service Year ("Liability Limitation"). A "Service Year" is each sequential 12-month period in which this Agreement is in effect, commencing as of the first day of the provision of services hereunder. This Liability Limitation shall apply to Client's affiliates and subsidiaries wherever located that seek to assert claims against Aon; however, nothing herein shall imply, or operate as an admission, that Aon owes or accepts any duty or responsibility to any such entities.

Notwithstanding the foregoing, as applicable to the Client and the Services, Aon will not be liable to Client for any amounts for which Client or the Plan would have been responsible to pay irrespective of any act, error or omission by Aon, including interest adjustments.

c. This Section will survive the termination or expiration of this Agreement.

8. Non-Solicitation.

During the term of this Agreement and for a period of one year following its expiration or termination, the Client and the Company will not, without the other's written consent, solicit, employ or otherwise engage any of the other's employees who were involved in the engagement pursuant to this Agreement; provided that this restriction shall not preclude a party from soliciting or hiring any such employee who responds to general solicitations of employment not specifically targeted at such employee.

9. Term.

Unless terminated sooner in accordance with its terms, this Agreement shall terminate on the completion of Aon's Services hereunder. For any reason and without penalty, Client or Aon may discontinue the Services, or work related to a specific assignment as a part of the Services, by providing written notice to the other at least ninety (90) days in advance of the termination. Client shall be liable for properly incurred fees, commissions and expenses through the date of termination.

10. Responsibility for Records.

Aon maintains its records in accordance with Aon's document retention policy. Aon's responsibilities relating to the Services do not include maintaining official Plan records, unless otherwise agreed upon; therefore, Client should retain copies of all data, documents, reports and determinations that it provides to Aon and that Aon provides to Client. Client has the right to obtain copies of the records at its expense.

11. Force Majeure.

Aon shall not be liable for any delays or non-performance resulting from circumstances or causes beyond its reasonable control, including, without limitation, acts or omissions or the failure to cooperate by the Client (including, without limitation, entities or individuals under its control, or any of their respective officers, directors, employees, other personnel and agents), acts or omissions or the failure to cooperate by any third party, fire or other casualty, act of God, strike or labor dispute, war, terrorism or other violence, or any law, order or requirement of any governmental agency or authority.

12. Governing Law; Waiver of Jury Trial.

a. This Agreement shall be governed by and interpreted in accordance with the law of the State of Illinois, without giving effect to the choice of law provisions thereof.

b. To facilitate judicial resolution and save time and expense, the parties irrevocably

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and unconditionally agree not to demand a trial by jury in any action, proceeding or counterclaim arising out of or relating to the Services or this Agreement.

13. Subcontracting.

Aon Hewitt may engage subcontractors to perform certain of the services under this Agreement provided Aon Hewitt obtains the prior approval of the Board, through the Superintendent or designee, which approval shall not be unreasonably withheld. Aon Hewitt shall remain liable to the Board for all services provided by subcontractors. Aon Hewitt may also enter into agreements with insurance carriers to provide services outside the scope of this agreement and may be compensated by the insurance carrier upon approval of the agreement by the Board, through the Superintendent or designee.

14. Additional Terms.

This Agreement embodies the entire understanding between the parties and supersedes all other oral and written representations, understandings or agreements relating to the Services, and may not be amended except by written agreement by the parties. If any provisions of this Agreement are unenforceable or in conflict with the law of the applicable jurisdiction, the validity of the remaining provisions will not be affected by this holding. Except as provided below, neither party may assign, transfer or delegate any of its rights or obligations hereunder without the prior written consent of the other party. Aon may assign or subcontract its rights and obligations hereunder to any affiliate or related entity without the consent of the Client. In addition to the specific survival terms in the Agreement, any other provision which contemplates performance or observance by either or both parties subsequent to any termination of this Agreement shall survive any termination of this Agreement and continue in full force and effect. This Agreement will be binding upon the successors and/or legal representatives of the parties.

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01/15/13 10:30 AM
Regular School Board Meeting
301 Fourth Street SW
Largo, FL 33770

Pinellas County Schools

ADOPTED

REQUEST FOR APPROVAL (ID # 3782)

January 15, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

FROM: MICHAEL A. GREGO, Ed.D., SUPERINTENDENT

SUBJECT: Request Approval of the Recommendation to Dismiss Mr. Kyle Gibson, Teacher, Employed at Pinellas Secondary School

BACKGROUND:
Mr. Gibson has a history of uncorrected job performance and he is performing at the minimum functions of his position.

STRATEGIC DIRECTION: Managing Productive Systems

ALTERNATIVES:
1. Accept the Superintendent's recommendation to dismiss Mr. Gibson effective the close of business on January 15, 2013.
2. If an administrative hearing is requested, suspend Mr. Gibson without pay effective January 16, 2013, until the conclusion of the hearing process and direct the Staff Attorney to submit the request to the Division of Administrative Hearings.
3. Reject the Superintendent's recommendation.

RECOMMENDATION:
Alternative #1 is recommended.

RATIONALE:
The principal of Pinellas Secondary developed a success plan for Mr. Gibson and it was signed by both parties on August 15, 2012. The administration performed numerous walk-throughs during August, September, October and November of the 2012-2013 school year. During the walk-throughs administration documented that Mr. Gibson was not performing his duties in accordance with the success plan. These actions include:

- No lesson plans developed
- No Sub plans developed
- Did not use the Gradual Release Model
- Lack of classroom management
- Lack of teacher-student engagement
- Lack of grading for content and comprehension; same lesson every day
- Failure to send home progress reports on students
- Daily use of the internet and multiple non school sites during student instruction time

This recommendation to dismiss Mr. Kyle Gibson is based on the fact that he violated Pinellas County School Board Policies 3140 A (9a), "Failure to perform the duties of the position,"

3140 A (19)," Failure to correct performance deficiencies," 3140 A (20), "Insubordination, which is defined as a continuing or intentional failure to obey a direct order, reasonable in nature, and given by and with proper authority," 3140 A (22), "Misconduct or Misconduct in office" and 3140 A (24), "Failure to comply with board policy, State law, or appropriate contractual agreement."

EMPLOYMENT HISTORY:

10/01/01	Hourly Teacher, Gulfport Elementary School
07/31/02	Teacher, Starkey Elementary School
07/27/05	Teacher, Pinellas Park High School
04/23/07	Teacher, Seminole High School
08/11/08	Teacher, Azalea Middle School
08/15/11	Teacher, Pinellas Secondary School

EVALUATIONS:

Mr. Gibson's performance appraisals have been satisfactory with the following exceptions:

04/22/04	Growth Expected: Varied approaches and materials, including technology
05/03/05	Received a rating of "I" – Expectation in Progress for five (5) out of the eleven (11) categories listed under Standard 1: Teacher Expectations for Highest Student Achievement Received a rating of "I" – Expectation in Progress for four (4) out of the seven (7) categories listed under Standard 2: Teacher Expectations for Safe Learning Environment Received a rating of "I" – Expectation in Progress for two (2) out of the seven (7) categories listed under Standard 3: Teacher Expectations for Effective and Efficient Operations
05/15/06	Received a rating of "I" – Expectation in Progress for six (6) out of the seven (7) categories listed under Standard 3: Teacher Expectations for Effective and Efficient Operations
03/29/07	Received a rating of "I" – Expectation in Progress for two (2) out of the seven (7) categories listed under Standard 3: Teacher Expectations for Effective and Efficient Operations
05/16/08	Received a rating of "I" – Expectation in Progress for ten (10) out of the eleven (11) categories listed under Standard 1: Teacher Expectations for Highest Student Achievement Received a rating of "I" – Expectation in Progress for six (6) out of the seven (7) categories listed under Standard 2: Teacher Expectations for Safe Learning Environment Received a rating of "I" – Expectation in Progress for six (6) out of the seven (7) categories listed under Standard 3: Teacher Expectations for Effective and Efficient Operations
04/22/09	Received a rating of "I" – Expectation in Progress for five (5) out of the eleven (11) categories listed under Standard 1: Teacher Expectations for Highest Student Achievement

Received a rating of "I" – Expectation in Progress for three (3) out of the seven (7) categories listed under Standard 2: Teacher Expectations for Safe Learning Environment

05/16/11 Received a rating of "0" – Ineffective for: Student Learning…Student Success: 1.1, 1.2, 1.3, 1.4,
Received a rating of "0" – Ineffective for: Safe Learning and Work Environment: 2.1, 2.2, 2.3
Received a rating of "0" – Ineffective for Managing Systems for Effective and Efficient Operations: 3.1, 3.2,
Received an Overall rating of 16.67% - Ineffective

DISCIPLINE:

08/05/08 Reprimand, OPS, District, Committing/Conviction of a Criminal Act-Misdemeanor, DUI
11/07/08 Caution, OPS District, Failure to follow board policy, State law or contractual agreement
01/25/12 Conference Summary, Principal, Failure to perform the duties of the position
08/15/12 Conference Summary, Principal, Failure to correct performance deficiencies
08/21/12 Suspended three (3) days without pay, District, Excessive absences

EMPLOYEE STATEMENT:

Mr. Gibson met with the principal and OPS administrator on November 26, 2012. He admitted that he did not have lesson plans prepared when he was absent. He admitted that he did not grade on content and comprehension but stated his grades were based on participation.
Mr. Gibson stated he sometimes looked at the students journals. Mr. Gibson admitted that he did not send home progress reports but stated he thought the school sent them out. When presented with the evidence of continual internet use Mr. Gibson stated he turns the internet on every morning and had no explanation for the multiple sites recorded on the computer's usage log.

CONCLUSION:

Mr. Gibson's actions are a violation of the policies listed above and constitute grounds for his dismissal.

IMPACT STATEMENT:

Mr. Gibson's annual salary is $41,433.00.

DATA SOURCE:

John Frank, Administrator, Office of Professional Standards
Darren Hammond, Principal, Pinellas Secondary School

SUBMITTED BY:

Laurie Dart, Staff Attorney – reviewed as to form

Case number 13B – 002

ATTACHMENTS:

- Gibson Kyle charge letter dismissal (PDF)

PINELLAS COUNTY SCHOOLS

ADMINISTRATION BUILDING
301 Fourth St. SW
P.O. Box 2
Largo, FL 33779-2
Ph. (727) 588-6

SCHOOL BOARD
PINELLAS COUNTY, FLOR
Chairpers
Carol J. C

Vice Chairpers
Peggy L. O'S

Janet R. C
Rene Flov
Terry Kras
Linda S. Le
Robin L. W

Superintenc
Michael A. Grego, E

December 21, 2012

CERTIFIED AND REGULAR MAIL

Mr. Kyle Gibson
9615 Gulf Blvd., Unit 204
Treasure Island, Florida 33706

Dear Mr. Gibson:

This is to advise you that at the regularly scheduled Pinellas County School Board meeting on January 15, 2013, I shall recommend the termination of your employment. The board will meet at 10:30 a.m. in the conference hall of the Administration Building located at the address on this letterhead. My recommendation for the termination of your employment is based on the facts and violations contained in the Agenda Item dated January 15, 2013, attached for your reference.

The School Board will take action on my recommendation during this School Board meeting. If the School Board enters its Final Order at that meeting, the effective date of your dismissal will be January 15, 2013.

You are entitled to a public hearing regarding my recommendation to be conducted in accordance with Chapters 120.569 and 120.57, Florida Statutes. Your request for a public hearing must be submitted, in writing, to Laurie Dart, Staff Attorney, no later than Monday, January 14, 2013, by 4:30 p.m. Attached to this letter is a copy of a form which will assist you in complying with the rules which apply to a hearing request. If you do not request a hearing, this failure constitutes an admission of the allegations made in the attached Agenda Item. If you have any questions regarding these procedures, you may contact Ms. Dart at 588-6221.

Respectfully,

Michael A. Grego, Ed.D.
Superintendent

cc: Laurie Dart – Associate Counsel
Barbara Hires – Area Superintendent, Area 4
Darren Hammond – Principal, Pinellas Secondary School
Marilyn Lusher – Director, Human Resources Department
Suzan Hartman – Risk Management
Mickey Converse – Payroll Department
Personnel File
Invest File

_____
Signature/Date

Attachment: Gibson Kyle charge letter dismissal (3782 : Kyle Gibson Dismissal)

The School Board of Pinellas County, Florida, prohibits any and all forms of discrimination and harassment based on race, color, sex, religion, national origin, marital status, age, sexual orientation or disability in any of its programs, services or activities.

01/15/13 10:30 AM
Regular School Board Meeting
301 Fourth Street SW
Largo, FL 33770

Pinellas County Schools

ADOPTED

REQUEST FOR APPROVAL (ID # 3789)

January 15, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

FROM: MICHAEL A. GREGO, Ed.D. SUPERINTENDENT

SUBJECT: Request Approval of the Following Special Projects:

A. Amendment (additional funds) to Carl D. Perkins-Career & Technical Education, Secondary Grant $30,720.00

B. Amendment (time extension) to Contract with Hill and Knowlton Public Relations Firm $0 (no additional funds, original contract amount $144,000.00)

BACKGROUND:

A. The purpose of this program is to help develop the academic, career and technical skills of secondary students who elect to enroll in career technical education programs. Unspent roll forward funds in the amount of $30,720.00 will be added to the current allocation of $924,904.00 resulting in a total 12-13 allocation of $955,624.00. Roll forward funds will be spent on Common Core State Standards training.
STRATEGIC DIRECTION/GOAL: Student Achievement

B. The School Board approved a contract with Hill and Knowlton on November 9, 2010 to provide public relations and communication support for the TIF project. The contract will be amended to extend the time period through September 2013 to cover the remainder of year three of the grant project. The amount of the contract and the scope of work will remain the same.
STRATEGIC DIRECTION/GOAL: Communications

ALTERNATIVES:

1. Approve the above listed projects.
2. Do not approve the projects.

RECOMMENDATIONS:
Alternative #1 will provide funds for the above listed projects.

DATA SOURCES:
Jan Urbanski, Ed. D., Director, Special Projects, (All Items)
David Barnes, Executive Director, Career Technical and Adult Education, CTAE (Item A)
Lonnette Frazier, TIF Project Manager (Item B)

SUBMITTED BY:
Steven Swartzel, Director, Governmental Services

ATTACHMENTS:

- A Secondary Perkins Roll Forward Amendment 011513 (PDF)
- B Hill and Knowlton (TIF grant) 011513 (PDF)

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

FROM: MICHAEL A. GREGO, Ed. D., SUPERINTENDENT

Please approve the following for submission for funding at the School Board Meeting of: January 15, 2013.

A. Title of Project: Amendment (additional funds) to Carl D. Perkins – Career & Technical Education, Secondary Grant

If this is a contractual agreement requiring bids or formal quotes, the director of purchasing has authorized this agreement according to purchasing requirements.

___The "**Checklist for Contractual Agreements**" form has been signed by the Project Manager and the Director of Purchasing, and submitted to the Director of Special Projects.

__X__ N/A

Amount of Project: Additional $30,720.00 (new total: $ 955,624.00)

Status of Project:

New: Renewal: Amendment: X

If Amendment:

Additional Funds: X Reduced Funds: Time Extension: Other:

Fund Source:

State: Federal: X Other:

Length of Project: __12__Months

Starting Date: July 1, 2012 Ending Date: June 30, 2013

Strategic Direction(s): Student Achievement

Program Description:
The purpose of this program is to help develop the academic, career and technical skills of secondary students who elect to enroll in career technical education programs. Unspent roll forward funds in the amount of $30,720.00 will be added to the current allocation of $924,904.00 resulting in a total 12-13 allocation of $955,624.00. Roll forward funds will be spent on Common Core State Standards training.

Attachment: A Secondary Perkins Roll Forward Amendment 011513 (3789 : Special Projects)

Page 2:

Usage in other districts: Yes No X

Visits by PCS Staff: N/A Date: Person:

Students to be served/Target Audience: Students in grades 7-12

Performance Data, Research Findings, or Improvement Results: Entitlement

Contact Person: David Barnes, Executive Director, Career Technical and Adult Education (CTAE)

Grant Proposal/Contract Developer(s): Kathy Browers, Coordinator, CTAE

NO COST TO DISTRICT OPERATING FUNDS

Target Schools: Secondary Schools

Budget

Personnel (Salaries & Fringe) • Stipends for Common Core State Standards training (84 Teachers)	$ 29,434.00
Indirect Costs (Federal Funds Only)	$ 1,286.00
TOTAL	**$ 30,720.00**

SUPERINTENDENT TO SIGN 0 COPIES AS MARKED

BOARD CHAIRMAN TO SIGN 0 COPIES AS MARKED

Attachment: A Secondary Perkins Roll Forward Amendment 011513 (3789 : Special Projects)

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

FROM: MICHAEL A. GREGO, Ed. D., SUPERINTENDENT

Please approve the following for submission for funding at the School Board Meeting of: January 15, 2013.

B. Title of Project: Amendment (time extension) to Contract with Hill and Knowlton Public Relations Firm

If this is a contractual agreement requiring bids or formal quotes, the director of purchasing has authorized this agreement according to purchasing requirements.

__X__ The "**Checklist for Contractual Agreements**" form has been signed by the Project Manager and the Director of Purchasing, and submitted to the Director of Special Projects.

____ N/A

Amount of Project: $0 (no additional funds, original contract amount $144,000.00)

Status of Project:

New: Renewal: Amendment: X

If Amendment:

Additional Funds: Reduced Funds: Time Extension: X Other:

Fund Source:

State: Federal: X Other:

Length of Project: __35__ Months

Starting Date: November 10, 2010 Ending Date: September 30, 2013

Strategic Direction(s): Communications

Program Description: By implementing a performance-based compensation system tied to the learning gains of their students, the Teacher Incentive Fund (TIF) grant provides support, recognition and financial incentives for teachers and administrators. The 5 CORE elements of the grant are: Communication, Program Evaluation, Data Quality & Data Systems, Stakeholder Engagement, and Professional Development. The School Board approved a contract with Hill and Knowlton on November 9, 2010 to provide public relations and communication support for the TIF project. The contract will be amended to extend the time period through September 2013 to cover the remainder of year three of the grant project. TIF initiatives are closely aligned with evaluation initiatives. A contract time extension is needed due to changing timelines for evaluation and performance based compensation payments that delayed contract deliverables. The amount of the contract and the scope of work will remain the same.

Attachment: B Hill and Knowlton (TIF grant) 011513 (3789 : Special Projects)

Page 2:

Usage in other districts: Yes X No

Visits by PCS Staff: NA Date: Person:

Students to be served/Target Audience: Teachers and administrators at Azalea, Bay Point, John Hopkins and Pinellas Park middle schools

Performance Data, Research Findings, or Improvement Results:
Administrators and instructional personnel will strategically improve instruction analyze to positively impact student learning and incrementally increase the number of highly effective and effective staff at the target schools.

Contact Person: Lonnette Frazier, TIF Project Manager

Grant Proposal/Contract Developer(s): Lonnette Frazier, TIF Project Manager

NO COST TO DISTRICT OPERATING FUNDS

Target Schools: Azalea, Bay Point, John Hopkins and Pinellas Park Middle Schools

Budget: $0 (no additional funds, original contract amount $144,000.00)

Purchased Services	$ 144,000.00
• Hill and Knowlton Public Relations Firm	
TOTAL	**$ 144,000.00**

SUPERINTENDENT TO SIGN 2 COPIES AS MARKED

BOARD CHAIRMAN TO SIGN 2 COPIES AS MARKED

Attachment: B Hill and Knowlton (TIF grant) 011513 (3789 : Special Projects)

01/15/13 10:30 AM
Regular School Board Meeting
301 Fourth Street SW
Largo, FL 33770

Pinellas County Schools

ADOPTED

REQUEST FOR APPROVAL (ID # 3778)

January 15, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

FROM: MICHAEL A. GREGO Ed.D., SUPERINTENDENT

SUBJECT: Request Approval of Budget Amendment No. 2 (October 2012) to the District's 2012/2013 Budget

BACKGROUND:
This Budget Amendment, with the detail attached, reflects changes in revenues received and the resulting changes in budgetary appropriations. This amendment also includes adjustments to reflect changes in coding based on actual expenditures plus encumbrances.

STRATEGIC DIRECTION/GOAL: **Managing Productive Systems**-implement process and methodology of decision making; improve level of productivity and control; establish accountability systems

ALTERNATIVES:
1. Approve the Budget Amendment as presented.
2. Revise the Budget Amendment.
3. Reject the Budget Amendment.

RECOMMENDATION:
Alternative 1 is recommended.

RATIONALE:
The Budget Amendment is procedurally necessary to update our budget to reflect the changes outlined under "BACKGROUND".

Operating Fund
(1) Increases or decreases to state and local revenues, with offsetting increases or decreases to appropriations.
(2) Adjustments to reflect changes in coding based on actual or proposed expenditures.

Debt Service
No change.

Capital Outlay Fund
(1) Increases or decreases to state and local revenues, with offsetting increases or decreases to appropriations.
(2) Adjustments to reflect changes in coding based on actual or proposed expenditures.

Contracted Programs Fund
(1) Increases or decreases to state and local revenues, with offsetting increases or

decreases to appropriations.
(2) Adjustments to reflect changes in coding based on actual or proposed expenditures.

American Recovery and Reinvestment Act (ARRA) Targeted Assistance & RTTT
(1) Increases or decreases to state and local revenues, with offsetting increases or decreases to appropriations.
(2) Adjustments to reflect changes in coding based on actual or proposed expenditures.

School Food Service Fund & High School Beverage
No change.

Internal Service Fund
No change.

The 2012-2013 Budget was approved by the school board at the Second Public Hearing on September 11, 2012.

IMPACT STATEMENT: (Operating Fund Only)
The financial impact to the Operating Fund follows:

- Medicaid claiming revenue increased $36,422 which has corresponding appropriations in various functions.
- Voluntary Pre-K revenue increased $190,111 which has corresponding appropriations in function 5500 (Pre - Kindergarten).
- Miscellaneous State increased $152,493 which includes $7,070 for Childcare Workers Trust; $72 for CPR/First Aid Training; $119,279 for Fuel Tax Refunds; $1,000 for a Pinellas Education Foundation Grant; and $25,072 for Postsecondary Education Readiness Testing (PERT).
- Rental income increased $167,945 with corresponding offsets to appropriations.
- Student fees increased $61,121 with corresponding appropriations mainly in 5300 function.
- Miscellaneous local sources increased $846,434 which represents revenue received from miscellaneous school based collections.
- Capital Outlay Transfers increased by $53,873 which represents revenue for Charter School Capital Outlay.

Total estimated revenues and transfers increased $1,508,399. Appropriations increased $1,704,775. There was no change in non-spendable, restricted or assigned fund balance. Unassigned fund balance decreased $196,376.

DATA SOURCE:
Kevin W. Smith, CPA, Associate Superintendent, Finance & Business Services
Karen L. Coffey, Executive Director, Budget & Resource Allocations
Cathy Davidson, CPA, Director of Accounting
Lou Ann Jourdan, Budget Specialist

SUBMITTED BY:
Kevin W. Smith, CPA, Associate Superintendent, Finance & Business Services

ATTACHMENTS:

- Budget Amendment No. 2 (October 2012) (PDF)

FUNC-TION	OBJECT	DESCRIPTION	Original Budget 9/11/2012	BUDGET AMENDMENT No. 1	Increase/ (Decrease)	BUDGET AMENDMENT No. 2
OPERATING (GENERAL) FUND - ESTIMATED REVENUE						
		FEDERAL DIRECT				
3121	000	FEDERAL IMPACT FUNDS	20,000	20,000	0	20,000
3191	000	R O T C	300,000	300,000	0	300,000
	TOTAL	FEDERAL DIRECT	$320,000	$320,000	$0	$320,000
		FEDERAL THRU STATE				
3202	000	MEDICAID	2,753,000	2,774,189	36,422	2,810,611
3230	000	DISABILITIES EDUCATION ACT	13,870	13,870	0	13,870
	TOTAL	FEDERAL THRU STATE	$2,766,870	$2,788,059	$36,422	$2,824,481
		STATE SOURCES				
3310	000	FLORIDA EDUCATION FINANCE PROGRAM	79,822,585	79,822,585	0	79,822,585
3310	000	SAFE SCHOOLS	3,081,379	3,081,379	0	3,081,379
3310	000	SUPPLEMENTAL ACADEMIC INSTRUCTION	20,692,967	20,692,967	0	20,692,967
3310	000	ESE GUARANTEED ALLOCATION	42,172,916	42,172,916	0	42,172,916
3310	000	READING PROGRAMS	4,654,989	4,654,989	0	4,654,989
3310	000	DJJ SUPPLEMENTAL ALLOCATION	554,429	554,429	0	554,429
3310	000	VIRTUAL EDUCATION CONTRIBUTION	155,094	155,094	0	155,094
3310	000	FLORIDA TEACHERS LEAD PROGRAM	1,212,609	1,212,609	0	1,212,609
3310	000	INSTRUCTIONAL MATERIALS	7,940,760	7,940,760	0	7,940,760
3310	000	TRANSPORTATION	13,543,323	13,543,323	0	13,543,323
3315	000	WORKFORCE DEVELOPMENT	25,095,633	25,095,633	0	25,095,633
3317	000	WORKFORCE PERFORMANCE INCENTIVES	418,827	418,827	0	418,827
3318	000	ADULT HANDICAPPED	374,337	374,337	0	374,337
3323	000	CO & DS WITHHELD FOR ADMINISTRATION	67,927	67,927	0	67,927
3343	000	STATE LICENSE TAX	550,000	550,000	0	550,000
3355	000	CLASS SIZE REDUCTION	112,134,000	112,134,000	0	112,134,000
3361	000	SCHOOL RECOGNITION	5,067,913	5,067,913	0	5,067,913
3371	000	VOLUNTARY PRE K PROGRAM	70,711	116,214	190,111	306,325
3399	000	MISCELLANEOUS STATE REVENUE	4,598,755	4,852,973	152,493	5,005,466
	TOTAL	STATE SOURCES	$322,209,154	$322,508,875	$342,604	$322,851,479
		LOCAL SOURCES				
3411	000	DISTRICT SCHOOL TAXES	355,212,229	355,212,229	0	355,212,229
3411	000	TAX REFERENDUM	28,267,725	28,267,725	0	28,267,725
3411	000	PRIOR PERIOD ADJUSTMENT	1,074,173	1,074,173	0	1,074,173
3425	000	RENTAL INCOME	1,204,535	1,236,794	167,945	1,404,739
3430	000	INTEREST INCOME	2,500,000	2,500,000	0	2,500,000
346X	000	STUDENT FEES	2,404,534	2,491,854	61,121	2,552,975
3481	000	CHARGES FOR SERVICES	1,300,000	1,300,000	0	1,300,000
349X	000	MISCELLANEOUS LOCAL SOURCES	8,361,153	9,233,780	846,434	10,080,214
	TOTAL	LOCAL SOURCES	$400,324,349	$401,316,555	$1,075,500	$402,392,055
		OTHER				
374X	000	LOSS RECOVERIES	300,000	300,000	0	300,000
	TOTAL	OTHER	$300,000	$300,000	$0	$300,000
	TOTAL ESTIMATED REVENUE		$725,920,373	$727,233,489	$1,454,526	$728,688,015

Attachment: Budget Amendment No. 2 (October 2012) (3778 : Budget Amendment No. 2 (October 2012))

PINELLAS COUNTY SCHOOL BOARD

For the Month Ending
October 31, 2012

FUNC-TION	OBJECT	DESCRIPTION	Original Budget 9/11/2012	BUDGET AMENDMENT No. 1	Increase/ (Decrease)	BUDGET AMENDMENT No. 2
OPERATING (GENERAL) FUND - ESTIMATED REVENUE						
		OTHER FINANCING SOURCES				
		TRANSFERS				
3630	000	TRANS. FROM CAPITAL PROJECTS	**23,255,318**	**23,366,977**	53,873	**23,420,850**
3670	000	TRANS FROM INTERNAL SERVICE FUND	**2,244,682**	**2,244,682**	0	**2,244,682**
	TOTAL	TRANSFERS	**$25,500,000**	**$25,611,659**	$53,873	**$25,665,532**
	TOTAL	*OTHER FINANCING SOURCES*	**$25,500,000**	**$25,611,659**	**$53,873**	**$25,665,532**
	TOTAL	ESTIMATED RESOURCES	**$751,420,373**	**$752,845,148**	**$1,508,399**	**$754,353,547**
		FUND BALANCE				
2800	000	BUDGET FUND BALANCES-BEGIN				
		NON-SPENDABLE	**10,486,932**	**10,486,932**	0	**10,486,932**
		RESTRICTED	**20,910,265**	**20,910,265**	0	**20,910,265**
		ASSIGNED	**22,614,477**	**22,614,477**	0	**22,614,477**
		UNASSIGNED	**6,667,953**	**6,667,953**	0	**6,667,953**
	TOTAL	BEGINNING FUND BALANCE	**$60,679,627**	**$60,679,627**	$0	**$60,679,627**
	TOTAL	ESTIMATED REVENUE AND FUND BALANCE	**$812,100,000**	**$813,524,775**	**$1,508,399**	**$815,033,174**
		TOTAL COMBINED ESTIMATED REVENUE AND FUND BALANCE	**$812,100,000**	**$813,524,775**	**$1,508,399**	**$815,033,174**

Attachment: Budget Amendment No. 2 (October 2012) (3778 : Budget Amendment No. 2 (October 2012))

PINELLAS COUNTY SCHOOL BOARD

For the Month Ending
October 31, 2012

FUNC-TION	OBJECT	DESCRIPTION	Original Budget 9/11/2012	BUDGET AMENDMENT No. 1	Increase/ (Decrease)	BUDGET AMENDMENT No. 2
OPERATING (GENERAL) FUND - APPROPRIATIONS						
		REGULAR EDUCATION				
5100	100	SALARIES	**253,958,801**	**254,446,900**	34,529	**254,481,429**
5100	200	EMPLOYEE BENEFITS	**71,436,759**	**71,432,626**	36,200	**71,468,826**
5100	300	PURCHASED SERVICES	**29,974,172**	**31,001,249**	196,129	**31,197,378**
5100	400	ENERGY SERVICES	**8,412**	**9,850**	2,470	**12,320**
5100	500	MATERIALS & SUPPLIES	**10,369,161**	**8,602,378**	(811,795)	**7,790,583**
5100	600	CAPITAL EXPENDITURES	**7,888,540**	**7,973,983**	828,226	**8,802,209**
5100	700	OTHER EXPENSE	**124,722**	**103,133**	20,771	**123,904**
	TOTAL	REGULAR EDUCATION	**$373,760,567**	**$373,570,119**	$306,530	**$373,876,649**
		SPECIAL EDUCATION				
5200	100	SALARIES	**76,828,837**	**76,828,936**	226,787	**77,055,723**
5200	200	EMPLOYEE BENEFITS	**24,915,573**	**24,917,498**	5,696	**24,923,194**
5200	300	PURCHASED SERVICES	**999,735**	**1,035,105**	2,735	**1,037,840**
5200	500	MATERIALS & SUPPLIES	**383,052**	**375,337**	23,076	**398,413**
5200	600	CAPITAL EXPENDITURES	**63,862**	**65,884**	24,578	**90,462**
	TOTAL	SPECIAL EDUCATION	**$103,191,059**	**$103,222,760**	$282,872	**$103,505,632**
		VOCATIONAL EDUCATION				
5300	100	SALARIES	**13,909,591**	**13,913,790**	4,865	**13,918,655**
5300	200	EMPLOYEE BENEFITS	**4,178,258**	**4,178,258**	0	**4,178,258**
5300	300	PURCHASED SERVICES	**0**	**7,954**	(141)	**7,813**
5300	400	ENERGY SERVICES	**100**	**100**	0	**100**
5300	500	MATERIALS & SUPPLIES	**662,439**	**645,987**	(28,225)	**617,762**
5300	600	CAPITAL EXPENDITURES	**64,910**	**132,500**	241,335	**373,835**
5300	700	OTHER EXPENSE	**408**	**1,458**	446	**1,904**
	TOTAL	VOCATIONAL EDUCATION	**$18,815,706**	**$18,880,047**	$218,280	**$19,098,327**
		ADULT CONTINUED EDUCATION				
5400	100	SALARIES	**4,428,829**	**4,678,078**	(2,787)	**4,675,291**
5400	200	EMPLOYEE BENEFITS	**1,503,538**	**1,602,287**	(517)	**1,601,770**
5400	300	PURCHASED SERVICES	**4,766**	**12,540**	115	**12,655**
5400	500	MATERIALS & SUPPLIES	**39,834**	**64,428**	5,238	**69,666**
5400	600	CAPITAL EXPENDITURES	**9,071**	**11,581**	2,241	**13,822**
5400	700	OTHER EXPENSE	**0**	**0**	3,000	**3,000**
	TOTAL	ADULT CONTINUED EDUCATION	**$5,986,038**	**$6,368,914**	$7,290	**$6,376,204**
		PRE KINDERGARTEN				
5500	100	SALARIES	**1,334,188**	**1,274,541**	274,989	**1,549,530**
5500	200	EMPLOYEE BENEFITS	**640,424**	**809,654**	10,482	**820,136**
5500	300	PURCHASED SERVICES	**930**	**940**	0	**940**
5500	500	MATERIALS & SUPPLIES	**12,840**	**22,830**	(6,905)	**15,925**
5500	600	CAPITAL EXPENDITURES	**2,310**	**2,310**	6,405	**8,715**
	TOTAL	PRE KINDERGARTEN	**$1,990,692**	**$2,110,275**	$284,971	**$2,395,246**
		OTHER INSTRUCTION				
5900	100	SALARIES	**0**	**13,055**	19,253	**32,308**
5900	200	EMPLOYEE BENEFITS	**0**	**0**	200	**200**
	TOTAL	OTHER INSTRUCTION	**$0**	**$13,055**	$19,453	**$32,508**
	SUBTOTAL - INSTRUCTIONAL SERVICES		*$503,744,062*	*$504,165,170*	*$1,119,396*	*$505,284,566*

Attachment: Budget Amendment No. 2 (October 2012) (3778 : Budget Amendment No. 2 (October 2012))

FUNC-TION	OBJECT	DESCRIPTION	Original Budget 9/11/2012	BUDGET AMENDMENT No. 1	Increase/ (Decrease)	BUDGET AMENDMENT No. 2
OPERATING (GENERAL) FUND - APPROPRIATIONS						
		ATTENDANCE & SOCIAL WORK				
6110	100	SALARIES	**3,268,966**	**3,268,757**	45,494	**3,314,251**
6110	200	EMPLOYEE BENEFITS	**934,301**	**934,301**	14,645	**948,946**
6110	300	PURCHASED SERVICES	**35,948**	**34,920**	0	**34,920**
6110	500	MATERIALS & SUPPLIES	**11,566**	**12,578**	(12,578)	**0**
6110	600	CAPITAL EXPENDITURES	**0**	**750**	16,000	**16,750**
6110	700	OTHER EXPENSE	**25**	**25**	0	**25**
	TOTAL	ATTENDANCE & SOCIAL WORK	**$4,250,806**	**$4,251,331**	$63,561	**$4,314,892**
		GUIDANCE SERVICES				
6120	100	SALARIES	**11,564,907**	**11,582,107**	0	**11,582,107**
6120	200	EMPLOYEE BENEFITS	**3,035,170**	**3,037,390**	0	**3,037,390**
6120	300	PURCHASED SERVICES	**16,750**	**15,853**	876	**16,729**
6120	500	MATERIALS & SUPPLIES	**36,147**	**35,928**	(1,275)	**34,653**
6120	600	CAPITAL EXPENDITURES	**23,669**	**23,669**	0	**23,669**
6120	700	OTHER EXPENSE	**654**	**654**	130	**784**
	TOTAL	GUIDANCE SERVICES	**$14,677,297**	**$14,695,601**	($269)	**$14,695,332**
		HEALTH SERVICES				
6130	100	SALARIES	**1,310,015**	**1,310,015**	609	**1,310,624**
6130	200	EMPLOYEE BENEFITS	**452,786**	**452,786**	79	**452,865**
6130	300	PURCHASED SERVICES	**592,261**	**584,937**	0	**584,937**
6130	500	MATERIALS & SUPPLIES	**9,262**	**9,769**	1,398	**11,167**
6130	600	CAPITAL OUTLAY	**6,421**	**13,421**	0	**13,421**
6130	700	OTHER EXPENSE	**3,240**	**3,310**	0	**3,310**
	TOTAL	HEALTH SERVICES	**$2,373,985**	**$2,374,238**	$2,086	**$2,376,324**
		PSYCHOLOGICAL SERVICES				
6140	100	SALARIES	**3,328,425**	**3,328,425**	0	**3,328,425**
6140	200	EMPLOYEE BENEFITS	**872,181**	**872,181**	0	**872,181**
6140	300	PURCHASED SERVICES	**78,714**	**76,714**	0	**76,714**
6140	500	MATERIALS & SUPPLIES	**63,524**	**70,003**	223	**70,226**
6140	600	CAPITAL EXPENDITURES	**6,820**	**6,820**	0	**6,820**
6140	700	OTHER EXP.	**125**	**125**	0	**125**
	TOTAL	PSYCHOLOGICAL SERVICES	**$4,349,789**	**$4,354,268**	$223	**$4,354,491**
		PARENTAL INVOLVEMENT				
6150	100	SALARIES	**682,733**	**704,041**	600	**704,641**
6150	200	EMPLOYEE BENEFITS	**248,336**	**247,730**	76	**247,806**
6150	500	MATERIALS & SUPPLIES	**0**	**1,000**	2,555	**3,555**
	TOTAL	PARENTAL INVOLVEMENT	**$931,069**	**$952,771**	$3,231	**$956,002**
		OTHER PUPIL PERSONNEL SVC				
6190	100	SALARIES	**2,070,656**	**2,072,134**	(5,799)	**2,066,335**
6190	200	EMPLOYEE BENEFITS	**722,684**	**722,705**	(4,197)	**718,508**
6190	300	PURCHASED SERVICES	**58,418**	**58,668**	2,160	**60,828**
6190	500	MATERIALS & SUPPLIES	**26,142**	**24,149**	(5,160)	**18,989**
6190	600	CAPITAL EXPENDITURES	**32,028**	**32,272**	0	**32,272**
6190	700	OTHER EXPENSE	**200**	**200**	2,625	**2,825**
	TOTAL	OTHER PUPIL PERSONNEL SVC	**$2,910,128**	**$2,910,128**	($10,371)	**$2,899,757**
	SUBTOTAL - PUPIL SERVICES		*$29,493,074*	*$29,538,337*	*$58,461*	*$29,596,798*

Attachment: Budget Amendment No. 2 (October 2012) (3778 : Budget Amendment No. 2 (October 2012))

FUNC-TION	OBJECT	DESCRIPTION	Original Budget 9/11/2012	BUDGET AMENDMENT No. 1	Increase/ (Decrease)	BUDGET AMENDMENT No. 2
OPERATING (GENERAL) FUND - APPROPRIATIONS						
		INSTRUCTIONAL MEDIA				
6200	100	SALARIES	**6,200,561**	**6,173,417**	16,970	**6,190,387**
6200	200	EMPLOYEE BENEFITS	**1,853,010**	**1,853,007**	1,787	**1,854,794**
6200	300	PURCHASED SERVICES	**55,053**	**56,042**	2,021	**58,063**
6200	400	ENERGY SERVICES	**2,500**	**1,500**	0	**1,500**
6200	500	MATERIALS & SUPPLIES	**136,446**	**140,565**	5,642	**146,207**
6200	600	CAPITAL EXPENDITURES	**684,416**	**619,827**	(12,825)	**607,002**
6200	700	OTHER EXPENSE	**592**	**6,667**	120	**6,787**
	TOTAL	INSTRUCTIONAL MEDIA	**$8,932,578**	**$8,851,025**	$13,715	**$8,864,740**
		CURRICULUM & INSTRUCTION				
6300	100	SALARIES	**6,456,413**	**6,397,776**	(59,362)	**6,338,414**
6300	200	EMPLOYEE BENEFITS	**1,794,285**	**1,792,880**	465	**1,793,345**
6300	300	PURCHASED SERVICES	**181,761**	**188,957**	20,101	**209,058**
6300	600	CAPITAL EXPENDITURES	**268,809**	**336,026**	(5,395)	**330,631**
6300	700	OTHER EXPENSE	**30,326**	**31,468**	10	**31,478**
	TOTAL	CURRICULUM & INSTRUCTION	**$8,731,594**	**$8,747,107**	($44,181)	**$8,702,926**
		STAFF DEVELOPMENT				
6400	100	SALARIES	**3,134,354**	**3,134,242**	70,100	**3,204,342**
6400	200	EMPLOYEE BENEFITS	**808,478**	**809,358**	5,915	**815,273**
6400	300	PURCHASED SERVICES	**137,774**	**228,027**	15,572	**243,599**
6400	500	MATERIALS & SUPPLIES	**217,398**	**209,138**	(2,767)	**206,371**
6400	600	CAPITAL EXPENDITURES	**7,901**	**7,628**	(283)	**7,345**
6400	700	OTHER EXPENSE	**6,188**	**6,188**	2,009	**8,197**
	TOTAL	STAFF DEVELOPMENT	**$4,312,093**	**$4,394,581**	$90,546	**$4,485,127**
		INSTRUCTIONAL TECHNOLOGY				
6500	100	SALARIES	**1,665,307**	**1,665,307**	500	**1,665,807**
6500	200	EMPLOYEE BENEFITS	**491,779**	**491,779**	54	**491,833**
6500	300	PURCHASED SERVICES	**1,806**	**1,806**	0	**1,806**
6500	500	MATERIALS & SUPPLIES	**50,021**	**48,521**	24,972	**73,493**
6500	600	CAPITAL EXPENDITURES	**276**	**1,085**	472	**1,557**
	TOTAL	INSTRUCTIONAL TECHNOLOGY	**$2,209,189**	**$2,208,498**	$25,998	**$2,234,496**
	SUBTOTAL - INSTRUCTIONAL SUPPORT		*$24,185,454*	*$24,201,211*	*$86,078*	*$24,287,289*
		SCHOOL BOARD				
7100	100	SALARIES	**796,335**	**796,335**	0	**796,335**
7100	200	EMPLOYEE BENEFITS	**1,743,109**	**1,743,109**	0	**1,743,109**
7100	300	PURCHASED SERVICES	**266,434**	**261,184**	0	**261,184**
7100	500	MATERIALS & SUPPLIES	**17,243**	**17,243**	0	**17,243**
7100	600	CAPITAL EXPENDITURES	**624**	**4,613**	0	**4,613**
7100	700	OTHER EXPENSE	**37,847**	**39,108**	0	**39,108**
	TOTAL	SCHOOL BOARD	**$2,861,592**	**$2,861,592**	$0	**$2,861,592**
		GENERAL ADMINISTRATION				
7200	100	SALARIES	**1,707,158**	**1,707,158**	0	**1,707,158**
7200	200	EMPLOYEE BENEFITS	**420,336**	**420,336**	0	**420,336**
7200	300	PURCHASED SERVICES	**109,412**	**111,319**	(470)	**110,849**
7200	500	MATERIALS & SUPPLIES	**279,348**	**268,124**	(8,733)	**259,391**
7200	600	CAPITAL EXPENDITURES	**3,244**	**5,970**	0	**5,970**
7200	700	OTHER EXPENSE	**33,188**	**33,188**	220	**33,408**
	TOTAL	GENERAL ADMINISTRATION	**$2,552,686**	**$2,546,095**	($8,983)	**$2,537,112**

Attachment: Budget Amendment No. 2 (October 2012) (3778 : Budget Amendment No. 2 (October 2012))

PINELLAS COUNTY SCHOOL BOARD

For the Month Ending
October 31, 2012

FUNC-TION	OBJECT	DESCRIPTION	Original Budget 9/11/2012	BUDGET AMENDMENT No. 1	Increase/ (Decrease)	BUDGET AMENDMENT No. 2
OPERATING (GENERAL) FUND - APPROPRIATIONS						
		SCHOOL ADMINISTRATION				
7300	100	SALARIES	**36,055,299**	**36,064,911**	22,854	**36,087,765**
7300	200	EMPLOYEE BENEFITS	**11,756,573**	**11,760,411**	1,669	**11,762,080**
7300	300	PURCHASED SERVICES	**559,034**	**558,687**	10,393	**569,080**
7300	500	MATERIALS & SUPPLIES	**242,870**	**229,241**	(10,311)	**218,930**
7300	600	CAPITAL EXPENDITURES	**56,764**	**55,860**	2,246	**58,106**
7300	700	OTHER EXPENSE	**20,933**	**16,855**	1,945	**18,800**
	TOTAL	SCHOOL ADMINISTRATION	**$48,691,473**	**$48,685,965**	$28,796	**$48,714,761**
		FACILITIES ACQ. & CONST.				
7400	100	SALARIES	**1,186,400**	**1,186,400**	0	**1,186,400**
7400	200	EMPLOYEE BENEFITS	**452,398**	**452,398**	0	**452,398**
7400	300	PURCHASED SERVICES	**39,885**	**48,653**	6,258	**54,911**
7400	400	ENERGY SERVICES	**6,000**	**8,000**	0	**8,000**
7400	500	MATERIALS & SUPPLIES	**13,564**	**10,545**	358	**10,903**
7400	600	CAPITAL EXPENDITURES	**226,609**	**226,658**	7,859	**234,517**
	TOTAL	FACILITIES ACQ. & CONST.	**$1,924,856**	**$1,932,654**	$14,475	**$1,947,129**
		FISCAL SERVICES				
7500	100	SALARIES	**2,482,475**	**2,482,475**	0	**2,482,475**
7500	200	EMPLOYEE BENEFITS	**776,704**	**776,704**	0	**776,704**
7500	300	PURCHASED SERVICES	**274,890**	**275,390**	10,025	**285,415**
7500	500	MATERIALS & SUPPLIES	**50,529**	**50,029**	(5,609)	**44,420**
7500	600	CAPITAL EXPENDITURES	**8,330**	**8,330**	1,431	**9,761**
7500	700	OTHER EXPENSE	**275,741**	**275,741**	1,452	**277,193**
	TOTAL	FISCAL SERVICES	**$3,868,669**	**$3,868,669**	$7,299	**$3,875,968**
		FOOD SERVICE				
7600	100	SALARIES	**60,400**	**60,400**	0	**60,400**
	TOTAL	FOOD SERVICE	**$60,400**	**$60,400**	0	**$60,400**
		PLANNING, RESEARCH & EVALUATION				
7710	100	SALARIES	**678,387**	**678,387**	0	**678,387**
7710	200	EMPLOYEE BENEFITS	**177,419**	**177,419**	0	**177,419**
7710	300	PURCHASED SERVICES	**183,907**	**213,907**	0	**213,907**
7710	500	MATERIALS & SUPPLIES	**27,001**	**27,001**	(59)	**26,942**
7710	600	CAPITAL EXPENDITURES	**11,532**	**11,532**	0	**11,532**
7710	700	OTHER EXPENSE	**865**	**865**	0	**865**
	TOTAL	PLANNING, RESEARCH & EVAL	**$1,079,111**	**$1,109,111**	($59)	**$1,109,052**
		INFORMATION SERVICES				
7720	100	SALARIES	**824,521**	**843,760**	0	**843,760**
7720	200	EMPLOYEE BENEFITS	**225,224**	**230,122**	0	**230,122**
7720	300	PURCHASED SERVICES	**91,347**	**71,846**	0	**71,846**
7720	500	MATERIALS & SUPPLIES	**25,333**	**39,545**	(11,095)	**28,450**
7720	600	CAPITAL EXPENDITURES	**0**	**11,559**	11,129	**22,688**
7720	700	OTHER EXPENSE	**885**	**385**	0	**385**
	TOTAL	INFORMATION SERVICES	**$1,167,310**	**$1,197,217**	$34	**$1,197,251**

Attachment: Budget Amendment No. 2 (October 2012) (3778 : Budget Amendment No. 2 (October 2012))

PINELLAS COUNTY SCHOOL BOARD

For the Month Ending
October 31, 2012

FUNC-TION	OBJECT	DESCRIPTION	Original Budget 9/11/2012	BUDGET AMENDMENT No. 1	Increase/ (Decrease)	BUDGET AMENDMENT No. 2
OPERATING (GENERAL) FUND - APPROPRIATIONS						
		STAFF PERSONNEL SERVICES				
7730	100	SALARIES	**2,665,602**	**2,745,602**	0	**2,745,602**
7730	200	EMPLOYEE BENEFITS	**1,042,533**	**1,064,758**	0	**1,064,758**
7730	300	PURCHASED SERVICES	**1,018,692**	**1,025,896**	8,400	**1,034,296**
7730	500	MATERIALS & SUPPLIES	**201,888**	**316,139**	(229)	**315,910**
7730	600	CAPITAL EXPENDITURES	**110,137**	**115,807**	0	**115,807**
7730	700	OTHER EXPENSE	**8,160**	**8,530**	100	**8,630**
	TOTAL	STAFF PERSONNEL SERVICES	**$5,047,012**	**$5,276,732**	$8,271	**$5,285,003**
		INTERNAL SERVICES				
7760	100	SALARIES	**1,729,447**	**1,729,447**	0	**1,729,447**
7760	200	EMPLOYEE BENEFITS	**586,264**	**586,264**	0	**586,264**
7760	300	PURCHASED SERVICES	**809,341**	**836,341**	0	**836,341**
7760	400	ENERGY SERVICES	**34,106**	**34,106**	0	**34,106**
7760	500	MATERIALS & SUPPLIES	**277,913**	**277,913**	(153)	**277,760**
7760	600	CAPITAL EXPENDITURES	**38,859**	**38,859**	153	**39,012**
7760	700	OTHER EXPENSE	**78,067**	**78,067**	11,604	**89,671**
	TOTAL	INTERNAL SERVICES	**$3,553,997**	**$3,580,997**	$11,604	**$3,592,601**
		OTHER CENTRAL SERVICES				
7790	100	SALARIES	**380,694**	**380,694**	0	**380,694**
7790	200	EMPLOYEE BENEFITS	**114,596**	**114,596**	0	**114,596**
7790	300	PURCHASED SERVICES	**32,071**	**32,071**	0	**32,071**
7790	500	MATERIALS & SUPPLIES	**17,770**	**17,770**	0	**17,770**
7790	600	CAPITAL EXPENDITURES	**359**	**359**	0	**359**
7790	700	OTHER EXPENSE	**15,850**	**15,850**	0	**15,850**
	TOTAL	OTHER CENTRAL SERVICES	**$561,340**	**$561,340**	$0	**$561,340**
	SUBTOTAL - CENTRAL SERVICES		*$11,408,770*	*$11,725,397*	*$19,850*	*$11,745,247*
		PUPIL TRANSPORTATION				
7800	100	SALARIES	**16,855,187**	**16,908,251**	37,698	**16,945,949**
7800	200	EMPLOYEE BENEFITS	**6,333,663**	**6,333,663**	0	**6,333,663**
7800	300	PURCHASED SERVICES	**1,099,948**	**1,107,824**	40,490	**1,148,314**
7800	400	ENERGY SERVICES	**4,792,173**	**4,822,643**	37,510	**4,860,153**
7800	500	MATERIALS & SUPPLIES	**1,578,783**	**1,588,940**	14,199	**1,603,139**
7800	600	CAPITAL EXPENDITURES	**4,637**	**4,637**	615	**5,252**
7800	700	OTHER EXPENSE	**25,500**	**25,395**	(1,935)	**23,460**
	TOTAL	PUPIL TRANSPORTATION	**$30,689,891**	**$30,791,353**	$128,577	**$30,919,930**
		OPERATION OF PLANT				
7900	100	SALARIES	**21,219,560**	**21,222,585**	120	**21,222,705**
7900	200	EMPLOYEE BENEFITS	**11,551,043**	**11,551,043**	5	**11,551,048**
7900	300	PURCHASED SERVICES	**15,451,405**	**15,449,205**	(7,575)	**15,441,630**
7900	400	ENERGY SERVICES	**24,097,893**	**24,095,905**	1,500	**24,097,405**
7900	500	MATERIALS & SUPPLIES	**791,252**	**731,186**	111,377	**842,563**
7900	600	CAPITAL EXPENDITURES	**119,721**	**154,482**	7,846	**162,328**
7900	700	OTHER EXPENSE	**183,438**	**184,447**	0	**184,447**
	TOTAL	OPERATION OF PLANT	**$73,414,312**	**$73,388,853**	$113,273	**$73,502,126**
	SUBTOTAL - GENERAL SUPPORT		*$175,472,649*	*$175,860,978*	*$303,287*	*$176,164,265*

Attachment: Budget Amendment No. 2 (October 2012) (3778 : Budget Amendment No. 2 (October 2012))

PINELLAS COUNTY SCHOOL BOARD

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October 31, 2012

FUNC-TION	OBJECT	DESCRIPTION	Original Budget 9/11/2012	BUDGET AMENDMENT No. 1	Increase/ (Decrease)	BUDGET AMENDMENT No. 2
OPERATING (GENERAL) FUND - APPROPRIATIONS						
		MAINTENANCE OF PLANT				
8100	100	SALARIES	**6,591,268**	**6,591,268**	0	**6,591,268**
8100	200	EMPLOYEE BENEFITS	**2,852,764**	**2,852,764**	0	**2,852,764**
8100	300	PURCHASED SERVICES	**4,964,877**	**4,965,027**	114,815	**5,079,842**
8100	400	ENERGY SERVICES	**299,340**	**300,340**	1,000	**301,340**
8100	500	MATERIALS & SUPPLIES	**3,404,003**	**3,396,857**	13,452	**3,410,309**
8100	600	CAPITAL EXPENDITURES	**55,647**	**66,506**	10,255	**76,761**
8100	700	OTHER EXPENSE	**2,197,539**	**2,197,539**	143	**2,197,682**
	TOTAL	MAINTENANCE OF PLANT	**$20,365,438**	**$20,370,301**	$139,665	**$20,509,966**
		ADMINISTRATIVE TECHNOLOGY				
8200	100	SALARIES	**3,138,308**	**3,138,308**	0	**3,138,308**
8200	200	EMPLOYEE BENEFITS	**853,977**	**853,977**	0	**853,977**
8200	300	PURCHASED SERVICES	**1,318,330**	**1,334,026**	(41,436)	**1,292,590**
8200	400	ENERGY SERVICES	**1,442**	**1,442**	6,915	**8,357**
8200	500	MATERIALS & SUPPLIES	**36,936**	**36,936**	12,936	**49,872**
8200	600	CAPITAL EXPENDITURES	**961,670**	**959,670**	22,098	**981,768**
8200	700	OTHER EXPENSE	**701**	**701**	0	**701**
	TOTAL	ADMINISTRATIVE TECHNOLOGY	**$6,311,364**	**$6,325,060**	$513	**$6,325,573**
	SUBTOTAL - MAINTENANCE / ADMIN TECHNOLOGY		*$26,676,802*	*$26,695,361*	*$140,178*	*$26,835,539*
		COMMUNITY SERVICES				
9100	100	SALARIES	**187,193**	**195,527**	0	**195,527**
9100	200	EMPLOYEE BENEFITS	**75,054**	**75,054**	0	**75,054**
9100	300	PURCHASED SERVICES	**127,938**	**127,902**	93	**127,995**
9100	500	MATERIALS & SUPPLIES	**25,494**	**25,454**	(2,718)	**22,736**
9100	600	CAPITAL EXPENDITURES	**400**	**400**	0	**400**
9100	700	OTHER EXPENSE	**8,880**	**58,284**	0	**58,284**
	TOTAL	COMMUNITY SERVICES	**$424,959**	**$482,621**	($2,625)	**$479,996**
		DEBT SERVICE				
9200	700	OTHER EXP.	**3,000**	**3,000**	0	**3,000**
	TOTAL	DEBT SERVICE	**$3,000**	**$3,000**	$0	**$3,000**
9700	900	TRANSFERS (CAPITAL OUTLAY)	**0**	**0**	0	**0**
	TOTAL	TRANSFER OF FUNDS	**$0**	**$0**	$0	**$0**
	TOTAL	APPROPRIATIONS	**$760,000,000**	**$760,946,678**	**$1,704,775**	**$762,651,453**

Operating (General) Fund and ARRA-Stabilization Fund Continued on the Following Page

Attachment: Budget Amendment No. 2 (October 2012) (3778 : Budget Amendment No. 2 (October 2012))

PINELLAS COUNTY SCHOOL BOARD

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FUNC-TION	OBJECT	DESCRIPTION	Original Budget 9/11/2012	BUDGET AMENDMENT No. 1	Increase/ (Decrease)	BUDGET AMENDMENT No. 2
		FUND BALANCE				
2768	000	BUDGET FUND BALANCE-END				
		NON-SPENDABLE				
		INVENTORY	3,800,000	3,800,000	0	3,800,000
	TOTAL	NON-SPENDABLE	$3,800,000	$3,800,000	$0	$3,800,000
		RESTRICTED				
		STATE CARRYFORWARDS	2,200,000	2,200,000	0	2,200,000
		REFERENDUM	1,800,000	1,800,000	0	1,800,000
		WORKFORCE	14,500,000	14,500,000	0	14,500,000
	TOTAL	RESTRICTED	$18,500,000	$18,500,000	$0	$18,500,000
		ASSIGNED				
		ENCUMBRANCES	7,000,000	7,000,000	0	7,000,000
		CENTRAL PRINTING	800,000	800,000	0	800,000
		CARRYFORWARDS	8,800,000	8,800,000	0	8,800,000
	TOTAL	ASSIGNED	$16,600,000	$16,600,000	$0	$16,600,000
		UNASSIGNED	13,200,000	13,678,097	(196,376)	13,481,721
	TOTAL	UNASSIGNED	$13,200,000	$13,678,097	($196,376)	$13,481,721
	TOTAL	ENDING FUND BALANCE	$52,100,000	$52,578,097	($196,376)	$52,381,721
	TOTAL	APPROPRIATIONS & FD BALANCE	$812,100,000	$813,524,775	$1,508,399	$815,033,174
	TOTAL	COMBINED APPROPRIATIONS & ENDING FUND BALANCE	$812,100,000	$813,524,775	$1,508,399	$815,033,174

Attachment: Budget Amendment No. 2 (October 2012) (3778 : Budget Amendment No. 2 (October 2012))

PINELLAS COUNTY SCHOOL BOARD

For the Month Ending
October 31, 2012

FUNC-TION	OBJECT	DESCRIPTION	Original Budget 9/11/2012	BUDGET AMENDMENT No. 1	Increase/ (Decrease)	BUDGET AMENDMENT No. 2
DEBT SERVICE FUND - ESTIMATED REVENUE						
		STATE SOURCES				
3322	000	C.O. & D.S. WITHHELD FOR DEBT SERV.	**4,012,850**	**4,012,850**	0	**4,012,850**
	TOTAL	STATE SOURCES	**$4,012,850**	**$4,012,850**	$0	**$4,012,850**
	TOTAL	ESTIMATED REVENUE	**$4,012,850**	**$4,012,850**	$0	**$4,012,850**
		FUND BALANCE				
2800	000	BUDGET FUND BALANCE-BEGIN RESTRICTED	**905,834**	**905,834**	0	**905,834**
	TOTAL	BEGINNING FUND BALANCE	**$905,834**	**$905,834**	$0	**$905,834**
	TOTAL	ESTIMATED REVENUE AND FUND BALANCE	**$4,918,684**	**$4,918,684**	**$0**	**$4,918,684**
DEBT SERVICE FUND - APPROPRIATIONS						
		DEBT SERVICES				
9200	700	OTHER EXPENSES	**4,012,850**	**4,012,850**	0	**4,012,850**
	TOTAL	DEBT SERVICES	**$4,012,850**	**$4,012,850**	$0	**$4,012,850**
	TOTAL	APPROPRIATIONS	**$4,012,850**	**$4,012,850**	$0	**$4,012,850**
		FUND BALANCE				
2750	000	BUDGET FUND BALANCE-END RESTRICTED	**905,834**	**905,834**	0	**905,834**
	TOTAL	ENDING FUND BALANCE	**$905,834**	**$905,834**	$0	**$905,834**
	TOTAL	APPROPRIATIONS & FD BALANCE	**$4,918,684**	**$4,918,684**	**$0**	**$4,918,684**

Attachment: Budget Amendment No. 2 (October 2012) (3778 : Budget Amendment No. 2 (October 2012))

PINELLAS COUNTY SCHOOL BOARD

For the Month Ending
October 31, 2012

FUNC-TION	OBJECT	DESCRIPTION	Original Budget 9/11/2012	BUDGET AMENDMENT No. 1	Increase/ (Decrease)	BUDGET AMENDMENT No. 2
CAPITAL OUTLAY FUND - ESTIMATED REVENUE						
		STATE SOURCES				
3321	000	CO/DS DISTR TO DISTRICTS	**535,008**	**535,008**	0	**535,008**
3341	000	RACING COMMISSION FUNDS	**223,250**	**223,250**	0	**223,250**
3397	000	CHARTER SCHOOL CAP OUTLAY FNDG	**55,318**	**166,977**	53,873	**220,850**
	TOTAL	STATE SOURCES	**$813,576**	**$925,235**	$53,873	**$979,108**
		LOCAL SOURCES				
3413	000	DIST. CAP. IMPROVE. TAXES	**84,803,174**	**84,803,174**	0	**84,803,174**
3431	400	INTEREST INCOME	**1,800,000**	**1,800,000**	0	**1,800,000**
	TOTAL	LOCAL SOURCES	**$86,603,174**	**$86,603,174**	$0	**$86,603,174**
	TOTAL	ESTIMATED REVENUE	**$87,416,750**	**$87,528,409**	$53,873	**$87,582,282**
		FUND BALANCE				
2800	000	BUDGET FUND BALANCE-BEGIN				
		RESTRICTED	**205,193,937**	**205,193,937**	0	**205,193,937**
		ASSIGNED	**9,339,644**	**9,339,644**	0	**9,339,644**
	TOTAL	BEGINNING FUND BALANCE	**$214,533,581**	**$214,533,581**	$0	**$214,533,581**
	TOTAL	ESTIMATED REVENUE AND FUND BALANCE	**$301,950,331**	**$302,061,990**	**$53,873**	**$302,115,863**
CAPITAL OUTLAY FUND - APPROPRIATIONS						
		FACILITIES ACQ. & CONST.				
7400	600	CAPITAL EXPENDITURES	**165,310,897**	**165,397,085**	1,070,428	**166,467,513**
	TOTAL	FACILITIES ACQ. & CONST.	**$165,310,897**	**$165,397,085**	$1,070,428	**$166,467,513**
		DEBT SERVICE				
9200	700	OTHER EXPENSE	**20,633,303**	**20,543,550**	(32,988)	**20,510,562**
	TOTAL	DEBT SERVICE	**$20,633,303**	**$20,543,550**	($32,988)	**$20,510,562**
		TRANSFER OF FUNDS				
9700	900	TRANSFERS	**23,255,318**	**23,366,977**	53,873	**23,420,850**
	TOTAL	TRANSFER OF FUNDS	**$23,255,318**	**$23,366,977**	$53,873	**$23,420,850**
	TOTAL	APPROPRIATIONS	**$209,199,518**	**$209,307,612**	$1,091,313	**$210,398,925**
		FUND BALANCE				
2768	000	BUDGET FUND BALANCE-END				
		RESTRICTED	**89,480,272**	**89,483,837**	(1,037,440)	**88,446,397**
		ASSIGNED	**3,270,541**	**3,270,541**	0	**3,270,541**
	TOTAL	ENDING FUND BALANCE	**$92,750,813**	**$92,754,378**	($1,037,440)	**$91,716,938**
	TOTAL	APPROPRIATIONS & FD BALANCE	**$301,950,331**	**$302,061,990**	**$53,873**	**$302,115,863**

Attachment: Budget Amendment No. 2 (October 2012) (3778 : Budget Amendment No. 2 (October 2012))

PINELLAS COUNTY SCHOOL BOARD

For the Month Ending
October 31, 2012

FUNC-TION	OBJECT	DESCRIPTION	Original Budget 9/11/2012	BUDGET AMENDMENT No. 1	Increase/ (Decrease)	BUDGET AMENDMENT No. 2
CONTRACTED PROGRAM FUND - ESTIMATED REVENUE						
		FEDERAL DIRECT				
3199	000	OTHER MISC FEDERAL DIRECT	**8,655,317**	**8,681,610**	0	**8,681,610**
	TOTAL	FEDERAL DIRECT	**$8,655,317**	**$8,681,610**	$0	**$8,681,610**
		FEDERAL THRU STATE				
3201	000	VOCATIONAL EDUCATION ACT	**1,845,151**	**1,845,151**	0	**1,845,151**
3226	000	EISENHOWER MATH & SCIENCE	**1,044,549**	**1,044,549**	0	**1,044,549**
3227	000	DRUG FREE SCHOOLS	**2,200**	**2,200**	0	**2,200**
3230	000	DISABILITIES EDUCATION ACT(IDEA)	**35,231,537**	**35,255,780**	0	**35,255,780**
3240	000	ELEM SECONDARY EDUC (TITLE I)	**17,132,300**	**17,482,266**	21,813,001	**39,295,267**
3251	000	ADULT BASIC EDUCATION	**1,569,685**	**1,576,462**	0	**1,576,462**
3270	000	ELE & SECOND EDUC ACT (TITLE VI)	**0**	**0**	0	**0**
3290	000	OTHER FEDERAL THRU STATE	**6,689,424**	**7,024,719**	971,127	**7,995,846**
	TOTAL	FEDERAL THRU STATE	**$63,514,846**	**$64,231,127**	$22,784,128	**$87,015,255**
	TOTAL	ESTIMATED REVENUE	**$72,170,163**	**$72,912,737**	**$22,784,128**	**$95,696,865**
CONTRACTED PROGRAM FUND - APPROPRIATIONS						
		REGULAR EDUCATION				
5100	100	SALARIES	**1,149,191**	**969,594**	7,863,927	**8,833,521**
5100	200	EMPLOYEE BENEFITS	**270,793**	**264,126**	1,902,606	**2,166,732**
5100	300	PURCHASED SERVICES	**2,715,802**	**2,664,611**	2,423,870	**5,088,481**
5100	500	MATERIALS & SUPPLIES	**19,416,312**	**19,261,397**	(119,058)	**19,142,339**
5100	600	CAPITAL EXPENDITURES	**1,646,404**	**2,489,497**	514,475	**3,003,972**
5100	700	OTHER EXPENSE	**54,898**	**5,939**	14,030	**19,969**
	TOTAL	REGULAR EDUCATION	**$25,253,400**	**$25,655,164**	$12,599,850	**$38,255,014**
		SPECIAL EDUCATION				
5200	100	SALARIES	**7,690,591**	**7,690,591**	497,217	**8,187,808**
5200	200	EMPLOYEE BENEFITS	**3,307,520**	**3,308,119**	167,063	**3,475,182**
5200	300	PURCHASED SERVICES	**839,182**	**852,386**	3,394	**855,780**
5200	500	MATERIALS & SUPPLIES	**315,725**	**317,027**	(7,738)	**309,289**
5200	600	CAPITAL EXPENDITURES	**338,455**	**328,304**	2,647	**330,951**
5200	700	OTHER EXPENSE	**250**	**310**	0	**310**
	TOTAL	SPECIAL EDUCATION	**$12,491,723**	**$12,496,737**	$662,583	**$13,159,320**
		VOCATIONAL EDUCATION				
5300	100	SALARIES	**239,193**	**245,507**	(21,640)	**223,867**
5300	200	EMPLOYEE BENEFITS	**40,251**	**43,997**	6	**44,003**
5300	300	PURCHASED SERVICES	**396,733**	**365,676**	(1,986)	**363,690**
5300	500	MATERIALS & SUPPLIES	**168,201**	**171,858**	19,933	**191,791**
5300	600	CAPITAL EXPENDITURES	**210,179**	**242,072**	(4,329)	**237,743**
5300	700	OTHER EXPENSE	**175,555**	**146,009**	(31,000)	**115,009**
	TOTAL	VOCATIONAL EDUCATION	**$1,230,112**	**$1,215,119**	($39,016)	**$1,176,103**

Attachment: Budget Amendment No. 2 (October 2012) (3778 : Budget Amendment No. 2 (October 2012))

PINELLAS COUNTY SCHOOL BOARD

For the Month Ending
October 31, 2012

FUNC-TION	OBJECT	DESCRIPTION	Original Budget 9/11/2012	BUDGET AMENDMENT No. 1	Increase/ (Decrease)	BUDGET AMENDMENT No. 2
CONTRACTED PROGRAM FUND - APPROPRIATIONS						
		ADULT CONTINUED EDUCATION				
5400	100	SALARIES	**332,021**	**332,021**	0	**332,021**
5400	200	EMPLOYEE BENEFITS	**75,188**	**75,188**	0	**75,188**
5400	300	PURCHASED SERVICES	**163,384**	**168,384**	17,200	**185,584**
5400	500	MATERIALS & SUPPLIES	**249,745**	**244,045**	(27,680)	**216,365**
5400	600	CAPITAL EXPENDITURES	**484,733**	**484,733**	8,480	**493,213**
5400	700	OTHER EXPENSE	**300**	**1,000**	2,000	**3,000**
	TOTAL	ADULT CONTINUED EDUCATION	**$1,305,371**	**$1,305,371**	$0	**$1,305,371**
		PRE - KINDERGARTEN				
5500	100	SALARIES	**0**	**1,000**	16,707	**17,707**
5500	200	EMPLOYEE BENEFITS	**0**	**0**	3,093	**3,093**
	TOTAL	PRE - KINDERGARTEN	**$0**	**$1,000**	$19,800	**$20,800**
		ATTENDANCE & SOCIAL WORK				
6110	100	SALARIES	**1,355,980**	**1,355,980**	232,849	**1,588,829**
6110	200	EMPLOYEE BENEFITS	**455,051**	**455,051**	78,055	**533,106**
6110	300	PURCHASED SERVICES	**1,811**	**1,811**	2,425	**4,236**
6110	700	OTHER EXPENSE	**0**	**0**	365	**365**
	TOTAL	ATTENDANCE & SOCIAL WORK	**$1,812,842**	**$1,812,842**	$313,694	**$2,126,536**
		GUIDANCE SERVICES				
6120	100	SALARIES	**72,026**	**65,629**	0	**65,629**
6120	200	EMPLOYEE BENEFITS	**20,889**	**20,086**	0	**20,086**
	TOTAL	GUIDANCE SERVICES	**$92,915**	**$85,715**	$0	**$85,715**
		HEALTH SERVICES				
6130	100	SALARIES	**390,291**	**390,291**	0	**390,291**
6130	200	EMPLOYEE BENEFITS	**181,595**	**181,595**	0	**181,595**
6130	300	PURCHASED SERVICES	**604**	**604**	800	**1,404**
	TOTAL	HEALTH SERVICES	**$572,490**	**$572,490**	$800	**$573,290**
		PSYCHOLOGICAL SERVICES				
6140	100	SALARIES	**982,244**	**982,244**	45,193	**1,027,437**
6140	200	EMPLOYEE BENEFITS	**303,845**	**303,845**	9,923	**313,768**
	TOTAL	PSYCHOLOGICAL SERVICES	**$1,286,089**	**$1,286,089**	$55,116	**$1,341,205**
		PARENTAL INVOLVEMENT				
6150	100	SALARIES	**16,436**	**6,289**	366,766	**373,055**
6150	200	EMPLOYEE BENEFITS	**4,981**	**8,464**	123,588	**132,052**
6150	300	PURCHASED SERVICES	**71,290**	**45,169**	7,100	**52,269**
6150	500	MATERIALS & SUPPLIES	**301,082**	**286,530**	5,800	**292,330**
6150	600	CAPITAL OUTLAY	**1,566**	**1,566**	0	**1,566**
	TOTAL	PSYCHOLOGICAL SERVICES	**$395,355**	**$348,018**	$503,254	**$851,272**

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PINELLAS COUNTY SCHOOL BOARD

For the Month Ending
October 31, 2012

FUNC-TION	OBJECT	DESCRIPTION	Original Budget 9/11/2012	BUDGET AMENDMENT No. 1	Increase/ (Decrease)	BUDGET AMENDMENT No. 2
CONTRACTED PROGRAM FUND - APPROPRIATIONS						
		OTHER PUPIL PERSONNEL SVC				
6190	100	SALARIES	**4,094,855**	**4,094,855**	163,048	**4,257,903**
6190	200	EMPLOYEE BENEFITS	**1,204,871**	**1,204,871**	44,703	**1,249,574**
6190	300	PURCHASED SERVICES	**30,666**	**30,666**	92,061	**122,727**
6190	600	CAP. OUTLAY	**0**	**0**	2,942	**2,942**
	TOTAL	OTHER PUPIL PERSONNEL SVC	**$5,330,392**	**$5,330,392**	$302,754	**$5,633,146**
	SUBTOTAL - PUPIL SERVICES		*$9,490,083*	*$9,435,546*	*$1,175,618*	*$10,611,164*
		INSTRUCTIONAL MEDIA				
6200	100	SALARIES	**13,010**	**15,958**	175,439	**191,397**
6200	200	EMPLOYEE BENEFITS	**6,091**	**7,549**	57,885	**65,434**
6200	600	CAP. OUTLAY	**1,536**	**1,536**	0	**1,536**
	TOTAL	INSTRUCTIONAL MEDIA	**$20,637**	**$25,043**	$233,324	**$258,367**
		CURRICULUM & INSTRUCTION				
6300	100	SALARIES	**4,453,463**	**4,533,074**	1,144,209	**5,677,283**
6300	200	EMPLOYEE BENEFITS	**1,294,427**	**1,328,735**	362,930	**1,691,665**
6300	300	PURCHASED SERVICES	**669,919**	**657,672**	90,764	**748,436**
6300	500	MATERIALS & SUPPLIES	**352,024**	**445,091**	(69,499)	**375,592**
6300	600	CAPITAL EXPENDITURES	**75,032**	**84,292**	2,245	**86,537**
6300	700	OTHER EXPENSE	**21,475**	**21,972**	3,220	**25,192**
	TOTAL	CURRICULUM & INSTRUCTION	**$6,866,340**	**$7,070,836**	$1,533,869	**$8,604,705**
		STAFF DEVELOPMENT				
6400	100	SALARIES	**2,553,219**	**2,729,326**	4,716,633	**7,445,959**
6400	200	EMPLOYEE BENEFITS	**672,252**	**730,304**	1,441,822	**2,172,126**
6400	300	PURCHASED SERVICES	**1,232,089**	**1,231,861**	58,213	**1,290,074**
6400	500	MATERIALS & SUPPLIES	**1,891,790**	**1,821,674**	(695,772)	**1,125,902**
6400	600	CAPITAL EXPENDITURES	**61,406**	**63,971**	(45)	**63,926**
6400	700	OTHER EXPENSE	**16,340**	**16,340**	0	**16,340**
	TOTAL	STAFF DEVELOPMENT	**$6,427,096**	**$6,593,476**	$5,520,851	**$12,114,327**
		INSTRUCTIONAL RELATED TECHNOLOGY				
6500	100	SALARIES	**43,616**	**43,616**	152,627	**196,243**
6500	200	EMPLOYEE BENEFITS	**19,076**	**19,076**	68,068	**87,144**
	TOTAL	INSTRUCTIONAL RELATED TECHNOLOGY	**$62,692**	**$62,692**	$220,695	**$283,387**
	SUBTOTAL - INSTRUCTIONAL SUPPORT SERVICES		*$13,376,765*	*$13,752,047*	*$7,508,739*	*$21,260,786*
		GENERAL ADMINISTRATION				
7200	100	SALARIES	**0**	**0**	132,584	**132,584**
7200	200	EMPLOYEE BENEFITS	**0**	**0**	44,025	**44,025**
7200	300	PURCHASED SERVICES	**65,632**	**65,632**	0	**65,632**
7200	500	MATERIALS & SUPPLIES	**13,000**	**13,000**	0	**13,000**
7200	700	OTHER EXPENSE	**1,323,863**	**1,330,298**	110,295	**1,440,593**
	TOTAL	GENERAL ADMINISTRATION	**$1,402,495**	**$1,408,930**	$286,904	**$1,695,834**
		SCHOOL ADMINISTRATION				
7300	100	SALARIES	**92,737**	**85,474**	52,734	**138,208**
7300	200	EMPLOYEE BENEFITS	**29,994**	**30,519**	6,766	**37,285**
7300	300	PURCHASED SERVICES	**3,281**	**8,347**	310	**8,657**
7300	500	MATERIALS & SUPPLIES	**6,943**	**257**	100	**357**
7300	600	CAPITAL EXPENDITURES	**80**	**560**	0	**560**
7300	700	OTHER EXPENSE	**725**	**942**	0	**942**
	TOTAL	SCHOOL ADMINISTRATION	**$133,760**	**$126,099**	$59,910	**$186,009**

Attachment: Budget Amendment No. 2 (October 2012) (3778 : Budget Amendment No. 2 (October 2012))

FUNC-TION	OBJECT	DESCRIPTION	Original Budget 9/11/2012	BUDGET AMENDMENT No. 1	Increase/ (Decrease)	BUDGET AMENDMENT No. 2
CONTRACTED PROGRAM FUND - APPROPRIATIONS						
		FACILITIES ACQ. & CONST.				
7400	600	CAPITAL EXPENDITURES	**468,686**	**468,686**	0	**468,686**
	TOTAL	FACILITIES ACQ. & CONST.	**$468,686**	**$468,686**	$0	**$468,686**
		FISCAL SERVICES				
7500	100	SALARIES	**35,778**	**35,778**	0	**35,778**
7500	200	EMPLOYEE BENEFITS	**15,495**	**15,495**	0	**15,495**
	TOTAL	FISCAL SERVICES	**$51,273**	**$51,273**	$0	**$51,273**
		FOOD SERVICE				
7600	300	PURCHASED SERVICES	**$4,725**	**$4,725**	0	**$4,725**
7600	500	MATERIALS & SUPPLIES	**$1,409**	**$1,409**	0	**$1,409**
7600	600	CAPITAL EXPENDITURES	**$27,478**	**$27,478**	0	**$27,478**
	TOTAL	FOOD SERVICE	**$33,612**	**$33,612**	$0	**$33,612**
		PLANNING, RESEARCH & EVALUATION				
7710	100	SALARIES	**0**	**0**	57,492	**57,492**
7710	200	EMPLOYEE BENEFITS	**0**	**0**	16,176	**16,176**
7710	300	PURCHASED SERVICES	**437,995**	**437,995**	10,000	**447,995**
	TOTAL	PLANNING, RESEARCH & EVAL.	**$437,995**	**$437,995**	$83,668	**$521,663**
		INFORMATION SERVICES				
7720	300	PURCHASED SERVICES	**11,125**	**11,155**	0	**11,155**
7720	500	MATERIALS & SUPPLIES	**0**	**0**	1,000	**1,000**
	TOTAL	INFORMATION SERVICES	**$11,125**	**$11,155**	$1,000	**$12,155**
		STAFF SERVICES				
7730	100	SALARIES	**233,004**	**239,004**	0	**239,004**
7730	200	EMPLOYEE BENEFITS	**43,724**	**44,494**	0	**44,494**
7730	500	MATERIALS & SUPPLIES	**74,549**	**36,935**	0	**36,935**
7730	600	CAPITAL EXPENDITURES	**5,400**	**5,400**	0	**5,400**
7730	700	OTHER EXPENSE	**42,540**	**42,540**	0	**42,540**
	TOTAL	STAFF SERVICES	**$399,217**	**$368,373**	$0	**$368,373**
		PUPIL TRANSPORTATION				
7800	100	SALARIES	**10,829**	**10,829**	12,040	**22,869**
7800	200	EMPLOYEE BENEFITS	**6,419**	**6,419**	1,397	**7,816**
7800	300	PURCHASED SERVICES	**13,800**	**14,195**	13,108	**27,303**
7800	400	ENERGY SERVICES	**14,115**	**0**	1,080	**1,080**
7800	500	MATERIALS & SUPPLIES	**0**	**0**	2,500	**2,500**
	TOTAL	PUPIL TRANSPORTATION	**$45,163**	**$31,443**	$30,125	**$61,568**
		OPERATION OF PLANT				
7900	100	SALARIES	**0**	**0**	49,702	**49,702**
7900	200	EMPLOYEE BENEFITS	**0**	**0**	15,179	**15,179**
7900	300	PURCHASED SERVICES	**65,769**	**68,889**	8,505	**77,394**
7900	400	ENERGY SERVICES	**36,100**	**36,100**	0	**36,100**
	TOTAL	OPERATION OF PLANT	**$101,869**	**$104,989**	**$73,386**	**$178,375**
	SUBTOTAL - GEN SUPPORT SERVICES		*$3,085,195*	*$3,042,555*	*$534,993*	*$3,577,548*
		ADMIN TECHNOLOGY SERVICES				
8200	100	SALARIES	**15,101**	**53,755**	240,247	**294,002**
8200	200	EMPLOYEE BENEFITS	**4,348**	**15,697**	96,975	**112,672**
8200	300	PURCHASED SERVICES	**111,895**	**111,896**	(48,281)	**63,615**
8200	600	CAPITAL EXPENDITURES	**659,237**	**659,237**	0	**659,237**
	TOTAL	ADMIN TECHNOLOGY SERVICES	**$790,581**	**$840,585**	$288,941	**$1,129,526**
	SUBTOTAL - MAINT OF PLNT / ADMIN TECH SVS		*$790,581*	*$840,585*	*$288,941*	*$1,129,526*
		COMMUNITY SERVICES				
9100	300	PURCHASED SERVICES	**617,675**	**18,125**	625	**18,750**
9100	500	MATERIALS & SUPPLIES	**656,443**	**657,843**	5,000	**662,843**
9100	600	CAPITAL EXPENDITURES	**14,026**	**14,026**	1,995	**16,021**
9100	700	OTHER EXPENSE	**3,858,789**	**4,478,619**	25,000	**4,503,619**
	TOTAL	COMMUNITY SERVICES	**$5,146,933**	**$5,168,613**	$32,620	**$5,201,233**
	TOTAL	APPROPRIATIONS	**$72,170,163**	**$72,912,737**	**$22,784,128**	**$95,696,865**

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PINELLAS COUNTY SCHOOL BOARD

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FUNC-TION	OBJECT	DESCRIPTION	Original Budget 9/11/2012	BUDGET AMENDMENT No. 1	Increase/ (Decrease)	BUDGET AMENDMENT No. 2
AMERICAN RECOVERY AND REINVESTMENT ACT TARGETED ASSISTANCE & RTTT- REVENUE						
		FEDERAL THRU STATE				
3210	000	FEDERAL STABILIZATION REVENUE	**350,190**	**350,190**	0	**350,190**
3214	000	RACE TO THE TOP	**7,329,497**	**7,329,497**	0	**7,329,497**
3226	000	EISENHOWER MATH & SCIENCE	**734,960**	**734,960**	0	**734,960**
3230	000	DISABILITIES EDUCATION ACT(IDEA)	**53,464**	**53,464**	0	**53,464**
3240	000	ELEM SECONDARY EDUC (TITLE I)	**980,149**	**3,549,789**	0	**3,549,789**
3290	000	OTHER FEDERAL THRU STATE	**205,869**	**205,869**	0	**205,869**
	TOTAL	FEDERAL THRU STATE	**$9,654,129**	**$12,223,769**	**$0**	**$12,223,769**
	TOTAL	ESTIMATED REVENUE	**$9,654,129**	**$12,223,769**	**$0**	**$12,223,769**
AMERICAN RECOVERY AND REINVESTMENT ACT TARGETED ASSISTANCE & RTTT- APPROPRIATIONS						
		REGULAR EDUCATION				
5100	100	SALARIES	**455,485**	**408,366**	895,086	**1,303,452**
5100	200	EMPLOYEE BENEFITS	**63,888**	**58,982**	210,982	**269,964**
5100	300	PURCHASED SERVICES	**23,742**	**4,239**	69,796	**74,035**
5100	500	MATERIALS & SUPPLIES	**964,545**	**3,516,615**	(1,839,070)	**1,677,545**
5100	600	CAPITAL EXPENDITURES	**284,321**	**565,022**	70,235	**635,257**
5100	700	OTHER EXPENSE	**16,575**	**10**	518	**528**
	TOTAL	REGULAR EDUCATION	**$1,808,556**	**$4,553,234**	($592,453)	**$3,960,781**
		SPECIAL EDUCATION				
5200	300	PURCHASED SERVICES	**9,974**	**6,248**	0	**6,248**
5200	500	MATERIALS & SUPPLIES	**4,548**	**4,399**	0	**4,399**
5200	600	CAPITAL EXPENDITURES	**27,430**	**27,430**	0	**27,430**
	TOTAL	SPECIAL EDUCATION	**$41,952**	**$38,077**	$0	**$38,077**
		VOCATIONAL EDUCATION				
5300	100	SALARIES	**$49,389**	**$49,389**	0	**$49,389**
5300	200	EMPLOYEE BENEFITS	**$15,611**	**$15,611**	0	**$15,611**
5300	300	PURCHASED SERVICES	**$31,988**	**$29,892**	0	**$29,892**
5300	400	ENERGY SERVICES	**$5,754**	**$0**	0	**$0**
5300	500	MATERIALS & SUPPLIES	**$83,752**	**$74,464**	(128)	**$74,336**
5300	600	CAPITAL EXPENDITURES	**$248,576**	**$254,783**	128	**$254,911**
5300	700	OTHER EXPENSE	**$0**	**$10,931**	0	**$10,931**
	TOTAL	VOCATIONAL EDUCATION	**$435,070**	**$435,070**	$0	**$435,070**
		GUIDANCE				
6120	100	SALARIES	**$13,166**	**11,175**	78,550	**89,725**
6120	200	EMPLOYEE BENEFITS	**$5,917**	**4,764**	27,678	**32,442**
	TOTAL	GUIDANCE	**$19,083**	**$15,939**	$106,228	**$122,167**
		PARENTAL INVOLVEMENT				
6150	100	SALARIES	**52,246**	**0**	0	**0**
6150	200	EMPLOYEE BENEFITS	**4,329**	**0**	0	**0**
6150	300	PURCHASED SERVICES	**400**	**400**	4,000	**4,400**
6150	500	MATERIALS & SUPPLIES	**2,475**	**2,475**	1,500	**3,975**
6150	600	CAPITAL EXPENDITURES	**450**	**450**	0	**450**
	TOTAL	PARENTAL INVOLVEMENT	**$59,900**	**$3,325**	$5,500	**$8,825**

Attachment: Budget Amendment No. 2 (October 2012) (3778 : Budget Amendment No. 2 (October 2012))

PINELLAS COUNTY SCHOOL BOARD

For the Month Ending
October 31, 2012

FUNC-TION	OBJECT	DESCRIPTION	Original Budget 9/11/2012	BUDGET AMENDMENT No. 1	Increase/ (Decrease)	BUDGET AMENDMENT No. 2
AMERICAN RECOVERY AND REINVESTMENT ACT TARGETED ASSISTANCE & RTTT- APPROPRIATIONS						
		INSTRUCTIONAL MEDIA				
6200	500	MATERIALS & SUPPLIES	**$690**	**$0**	0	**$0**
6200	600	CAPITAL EXPENDITURES	**$326**	**$0**	0	**$0**
	TOTAL	INSTRUCTIONAL MEDIA	**$1,016**	**$0**	$0	**$0**
		INSTRUCTION AND CURRICULUM				
6300	100	SALARIES	**2,744,145**	**$2,746,654**	121,747	**$2,868,401**
6300	200	EMPLOYEE BENEFITS	**370,302**	**$374,056**	41,211	**$415,267**
6300	300	PURCHASED SERVICES	**36,139**	**$19,811**	(499)	**$19,312**
6300	500	MATERIALS & SUPPLIES	**$15,275**	**$39,982**	(33,778)	**$6,204**
6300	600	CAPITAL EXPENDITURES	**$11,855**	**$5,555**	(3)	**$5,552**
6300	700	OTHER EXPENSE	**0**	**19,000**	0	**19,000**
	TOTAL	INSTRUCTION AND CURRICULUM	**$3,177,716**	**$3,205,058**	$128,678	**$3,333,736**
		STAFF DEVELOPMENT				
6400	100	SALARIES	**731,621**	**618,286**	96,740	**715,026**
6400	200	EMPLOYEE BENEFITS	**143,258**	**134,347**	33,039	**167,386**
6400	300	PURCHASED SERVICES	**921,171**	**894,656**	4,546	**899,202**
6400	500	MATERIALS & SUPPLIES	**66,815**	**68,268**	6,816	**75,084**
6400	600	CAPITAL EXPENDITURES	**5,830**	**10,051**	185	**10,236**
6400	700	OTHER EXPENSE	**2,500**	**2,490**	0	**2,490**
	TOTAL	STAFF DEVELOPMENT	**$1,871,195**	**$1,728,098**	$141,326	**$1,869,424**
		INSTRUCTIONAL RELATED TECH				
6500	300	PURCHASED SERVICES	**536,936**	**$536,936**	0	**$536,936**
	TOTAL	INSTRUCTIONAL RELATED TECH	**$536,936**	**$536,936**	$0	**$536,936**
		GENERAL ADMINISTRATION				
7200	100	SALARIES	**112,806**	**104,559**	0	**104,559**
7200	200	EMPLOYEE BENEFITS	**36,103**	**32,045**	0	**32,045**
7200	300	PURCHASED SERVICES	**54,582**	**54,582**	0	**54,582**
7200	500	MATERIALS & SUPPLIES	**11,087**	**11,087**	0	**11,087**
7200	600	CAPITAL EXPENDITURES	**17,868**	**17,868**	0	**17,868**
7200	700	OTHER EXPENSE	**547,520**	**595,773**	0	**595,773**
	TOTAL	GENERAL ADMINISTRATION	**$779,966**	**$815,914**	$0	**$815,914**
		SCHOOL ADMINISTRATION				
7300	100	SALARIES	**$159,129**	**$148,535**	169,844	**$318,379**
7300	200	EMPLOYEE BENEFITS	**$18,465**	**$17,125**	48,191	**$65,316**
7300	500	MATERIALS & SUPPLIES	**$16,575**	**$16,575**	(7,314)	**$9,261**
7300	600	CAPITAL EXPENDITURES	**$100**	**$0**	0	**$0**
	TOTAL	SCHOOL ADMINISTRATION	**$194,269**	**$182,235**	$210,721	**$392,956**
		FISCAL SERVICES				
7500	100	SALARIES	**$14,477**	**$14,477**	0	**$14,477**
7500	200	EMPLOYEE BENEFITS	**$9,005**	**$9,005**	0	**$9,005**
	TOTAL	FISCAL SERVICES	**$23,482**	**$23,482**	$0	**$23,482**
		FOOD SERVICE				
7600	600	CAPITAL EXPENDITURES	**37,597**	**$37,597**	0	**$37,597**
	TOTAL	FOOD SERVICE	**$37,597**	**$37,597**	$0	**$37,597**
		PLANNING, RESEARCH & EVALUATION				
7710	100	SALARIES	**120,000**	**120,000**	0	**120,000**
7710	200	EMPLOYEE BENEFITS	**32,832**	**32,832**	0	**32,832**
7710	600	CAPITAL EXPENDITURES	**7,124**	**$0**	0	**$0**
	TOTAL	PLANNING, RESEARCH & EVALUATION	**$159,956**	**$152,832**	$0	**$152,832**
		INFO. SCV.				
7720	300	PURCHASED SERVICES	**6,800**	**6,800**	0	**6,800**
7720	500	MATERIALS & SUPPLIES	**500**	**500**	0	**500**
7720	600	CAPITAL EXPENDITURES	**0**	**7,124**	0	**7,124**
	TOTAL	INFO. SCV.	**$7,300**	**$14,424**	$0	**$14,424**

Attachment: Budget Amendment No. 2 (October 2012) (3778 : Budget Amendment No. 2 (October 2012))

PINELLAS COUNTY SCHOOL BOARD

For the Month Ending
October 31, 2012

FUNC-TION	OBJECT	DESCRIPTION	Original Budget 9/11/2012	BUDGET AMENDMENT No. 1	Increase/ (Decrease)	BUDGET AMENDMENT No. 2
AMERICAN RECOVERY AND REINVESTMENT ACT TARGETED ASSISTANCE & RTTT- APPROPRIATIONS						
		STAFF PERSONNEL SERVICES				
7730	100	SALARIES	66,668	66,668	0	66,668
7730	200	EMPLOYEE BENEFITS	22,468	22,468	0	22,468
7730	300	PURCHASED SERVICES	53,297	53,297	0	53,297
7730	500	MATERIALS & SUPPLIES	12,100	12,100	0	12,100
	TOTAL	STAFF PERSONNEL SERVICES	$154,533	$154,533	$0	$154,533
		PUPIL TRANSPORTATION				
7800	100	SALARIES	500	$0	0	$0
7800	300	PURCHASED SERVICES	12,000	$12,000	0	$12,000
7800	400	ENERGY	16,790	$0	0	$0
	TOTAL	PUPIL TRANSPORTATION	$29,290	$12,000	$0	$12,000
		OPERATION OF PLANT				
7900	100	SALARIES	1,252	101	0	101
7900	200	EMPLOYEE BENEFITS	159	13	0	13
	TOTAL	OPERATION OF PLANT	$1,411	$114	$0	$114
		ADMINISTRATIVE TECHNOLOGY				
8200	100	SALARIES	68,732	68,732	0	68,732
8200	200	EMPLOYEE BENEFITS	17,688	17,688	0	17,688
8200	600	CAPITAL EXPENDITURES	83,719	83,719	0	83,719
	TOTAL	ADMINISTRATIVE TECHNOLOGY	$170,139	$170,139	$0	$170,139
		COMMUNITY SERVICES				
9100	500	MATERIALS & SUPPLIES	1,846	1,846	0	1,846
9100	600	CAPITAL EXPENDITURES	66,492	66,492	0	66,492
9100	700	OTHER EXPENSES	76,424	76,424	0	76,424
	TOTAL	COMMUNITY SERVICES	$144,762	$144,762	$0	$144,762
	TOTAL APPROPRIATIONS		$9,654,129	$12,223,769	$0	$12,223,769

Attachment: Budget Amendment No. 2 (October 2012) (3778 : Budget Amendment No. 2 (October 2012))

PINELLAS COUNTY SCHOOL BOARD

For the Month Ending October 31, 2012

FUNC-TION	OBJECT	DESCRIPTION	Original Budget 9/11/2012	BUDGET AMENDMENT No. 1	Increase/ (Decrease)	BUDGET AMENDMENT No. 2
FOOD SERVICE FUND & HIGH SCHOOL BEVERAGE - ESTIMATED REVENUE						
		FEDERAL THRU STATE				
3261	000	SCHL LUNCH REIMBURSEMENT	20,662,563	20,662,563	0	20,662,563
3262	000	SCH BRKFST REIMBURSEMENT	5,719,568	5,719,568	0	5,719,568
3263	000	AFTER SCHOOL SNACK REIMBURSEMENT	306,447	306,447	0	306,447
3265	000	USDA DONATED COMMODITIES	2,141,877	2,141,877	0	2,141,877
3267	000	SUMMER FOOD SERVICE PROGRAM	259,833	259,833	0	259,833
	TOTAL	FEDERAL THRU STATE	$29,090,288	$29,090,288	$0	$29,090,288
		STATE SOURCES				
3337	000	SCHOOL BREAKFAST SUPPLEMENT	225,766	225,766	0	225,766
3338	000	SCHOOL LUNCH SUPPLEMENT	291,866	291,866	0	291,866
	TOTAL	STATE SOURCES	$517,632	$517,632	$0	$517,632
		LOCAL SOURCES				
3431	000	INTEREST INCOME	165,000	165,000	0	165,000
3451	000	STUDENT LUNCHES	5,724,885	5,724,885	0	5,724,885
3453	000	ADULT BREAKFAST/LUNCHES	308,445	308,445	0	308,445
3454	000	STUDENT AND ADULT AL A CART	5,494,036	5,494,036	0	5,494,036
3455	000	STUDENT SNACKS	153,880	153,880	0	153,880
3456	000	OTHER FOOD SALES	28,994	28,994	0	28,994
3490	000	MISC LOCAL SOURCES	2,570,936	2,570,936	0	2,570,936
	TOTAL	LOCAL SOURCES	$14,446,176	$14,446,176	$0	$14,446,176
	TOTAL	ESTIMATED REVENUE	$44,054,096	$44,054,096	$0	$44,054,096
		FUND BALANCE				
2850	050	BUDGET FUND BALANCE - BEGIN				
		NONSPENDABLE	1,186,079	1,186,079	0	1,186,079
		RESTRICTED	14,376,783	14,376,783	0	14,376,783
	TOTAL	BEGINNING FUND BALANCE	$15,562,862	$15,562,862	$0	$15,562,862
	TOTAL	ESTIMATED REVENUE AND FUND BALANCE	$59,616,958	$59,616,958	$0	$59,616,958
FOOD SERVICE FUND & HIGH SCHOOL BEVERAGE - APPROPRIATIONS						
		FOOD SERVICE				
7600	100	SALARIES	14,670,695	14,670,695	0	14,670,695
7600	200	EMPLOYEE BENEFITS	5,003,893	5,003,893	0	5,003,893
7600	300	PURCHASED SERVICES	4,617,809	4,617,809	0	4,617,809
7600	400	ENERGY SERVICES	1,097,600	1,097,600	0	1,097,600
7600	500	MATERIALS & SUPPLIES	20,574,230	20,574,230	0	20,574,230
7600	600	CAPITAL EXPENDITURES	4,861,217	4,861,217	0	4,861,217
7600	700	OTHER EXPENSE	959,545	959,545	0	959,545
	TOTAL	FOOD SERVICE	$51,784,989	$51,784,989	$0	$51,784,989
	TOTAL	APPROPRIATIONS	$51,784,989	$51,784,989	$0	$51,784,989
		FUND BALANCE				
2768	090	BUDGET FUND BALANCE-END				
		COMMITTED				
		NONSPENDABLE	1,091,853	1,091,853	0	1,091,853
		EQUIPMENT RESERVE			0	
		SUBTOTAL - COMMITTED	$1,091,853	$1,091,853	$0	$1,091,853
		UNOBLIGATED				
		RESTRICTED	6,740,116	6,740,116	0	6,740,116
	TOTAL	ENDING FUND BALANCE	$7,831,969	$7,831,969	$0	$7,831,969
	TOTAL	APPROPRIATIONS & FD BALANCE	$59,616,958	$59,616,958	$0	$59,616,958

Attachment: Budget Amendment No. 2 (October 2012) (3778 : Budget Amendment No. 2 (October 2012))

PINELLAS COUNTY SCHOOL BOARD

For the Month Ending
October 31, 2012

FUNC-TION	OBJECT	DESCRIPTION	Original Budget 9/11/2012	BUDGET AMENDMENT No. 1	Increase/ (Decrease)	BUDGET AMENDMENT No. 2
INTERNAL SERVICE FUND - ESTIMATED REVENUE						
		LOCAL SOURCES				
3484	020	PREMIUM REVENUE (WC)	6,000,000	6,000,000	0	6,000,000
	TOTAL	LOCAL SOURCES	$6,000,000	$6,000,000	$0	$6,000,000
	TOTAL	ESTIMATED REVENUE	$6,000,000	$6,000,000	$0	$6,000,000
2780		BUDGET FUND BALANCE-BEGIN				
		ASSIGNED	4,223,682	4,223,682	0	4,223,682
	TOTAL	BEGINNING FUND BALANCE	$4,223,682	$4,223,682	$0	$4,223,682
	TOTAL	ESTIMATED REVENUE AND FUND BALANCE	$10,223,682	$10,223,682	$0	$10,223,682
INTERNAL SERVICE FUND - APPROPRIATIONS						
		SCHOOL BOARD				
7100	700	OTHER EXPENSE(Workers Compensation)	6,000,000	6,000,000	0	6,000,000
	TOTAL	SCHOOL BOARD	$6,000,000	$6,000,000	$0	$6,000,000
		TRANSFER OF FUNDS				
9700	900	TRANSFER	$2,244,682	$2,244,682	0	$2,244,682
	TOTAL	TRANSFER OF FUNDS	$2,244,682	$2,244,682	$0	$2,244,682
	TOTAL	APPROPRIATIONS	$8,244,682	$6,000,000	$0	$6,000,000
2768		FUND BALANCE				
		ASSIGNED	1,979,000	1,979,000	0	1,979,000
	TOTAL	ENDING FUND BALANCE	$1,979,000	$1,979,000	$0	$1,979,000
	TOTAL	APPROPRIATIONS & FD BALANCE	$10,223,682	$10,223,682	$0	$10,223,682

Attachment: Budget Amendment No. 2 (October 2012) (3778 : Budget Amendment No. 2 (October 2012))

01/15/13 10:30 AM
Regular School Board Meeting
301 Fourth Street SW
Largo, FL 33770

Pinellas County Schools

ADOPTED

REQUEST FOR APPROVAL (ID # 3779)

January 15, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

FROM: MICHAEL A. GREGO, Ed.D., SUPERINTENDENT

SUBJECT: Request Approval of the Financial Statements for the Month Ending October 31, 2012 for Fiscal Year 2012/2013

BACKGROUND:
The Financial Statements are a summary of the financial condition and financial activities of the school board. These statements provide a district-wide view of financial operations.

STRATEGIC DIRECTION/GOAL: **Managing Productive Systems**-implement process and methodology of decision making; improve level of productivity and control; establish accountability systems

ALTERNATIVES:
1. Approve the request for approval of financial statements.
2. Do not approve the request.

RECOMMENDATION:
Alternative No. 1 is recommended.

RATIONALE:
The financial records and accounts of the school board are maintained under the direction of the superintendent with approval of the board.

IMPACT STATEMENT:
There is no effect on schools or budgets.

DATA SOURCE:
Kevin W. Smith, CPA, Associate Superintendent, Finance & Business Services
Cathy Davidson, CPA, Director of Accounting

SUBMITTED BY:
Kevin W. Smith, CPA, Associate Superintendent, Finance & Business Services

ATTACHMENTS:

- Financial Statements (October 2012) (PDF)

PINELLAS COUNTY SCHOOLS

OPERATING SUMMARY BY FUNCTION

For the Month Ending October 31, 2012

BUDGET 2012-2013 Account Number	Description	Original 12-13 Budget*	Amended 09-12 Budg Amend No 2	Year to Date Rev/Expend	Encumbrances	Budget Balances
	REVENUES					
100	FEDERAL	$320,000	$320,000	$66,335	---	$253,665
200	FEDERAL THROUGH STATE	2,766,870	2,824,481	57,611	---	$2,766,870
300	STATE	322,209,154	322,851,479	104,194,794	---	$218,656,685
400	LOCAL	400,324,349	402,392,055	5,347,289	---	$397,044,766
700	NON REVENUE SOURCES	25,800,000	25,965,532	238,449	---	$25,727,083
	NON-SPENDABLE	10,486,932	10,486,932			$10,486,932
	RESTRICTED	20,910,265	20,910,265			$20,910,265
	ASSIGNED	22,614,477	22,614,477			$22,614,477
	UNASSIGNED	6,667,953	6,667,953			$6,667,953
	TOTAL REVENUE					
	AND FUND BALANCE	$812,100,000	$815,033,174	$109,904,478	---	$705,128,697
	EXPENDITURES					
5000	INSTRUCTIONAL SERVICES	$503,744,062	$505,284,567	$124,351,491	$4,479,394	$376,453,682
6100	PUPIL SERVICES	29,493,074	29,596,797	6,991,192	255,890	$22,349,715
6200	INSTRUCTIONAL MEDIA	8,932,578	8,864,740	2,067,853	148,432	$6,648,455
6300	INSTR & CURRIC DEVELOPMENT	8,731,594	8,702,926	2,424,067	98,522	$6,180,337
6400	INSTRUCTIONAL STAFF DEVELOP	4,312,093	4,485,127	1,084,548	20,259	$3,380,319
6500	INSTRUCTIONAL TECHNOLOGY	2,209,189	2,234,496	671,512	1,120	$1,561,863
7100	BOARD OF EDUCATION	2,861,592	2,861,592	1,087,503	38,518	$1,735,571
7200	GENERAL ADMINISTRATION	2,552,686	2,537,112	681,973	28,707	$1,826,432
7300	SCHOOL ADMINISTRATION	48,691,473	48,714,761	13,350,239	532,789	$34,831,733
7400	FACILTIES ACQ & CONSTRUCTION	1,924,856	1,947,129	596,660	38,781	$1,311,688
7500	FISCAL SERVICES	3,868,669	3,875,968	1,093,375	318,100	$2,464,493
7600	FOOD SERVICES	60,400	60,400	11,837		$48,563
7700	CENTRAL SERVICES	11,408,770	11,745,247	3,392,483	752,149	$7,600,614
7800	TRANSPORTATION	30,689,891	30,919,930	8,802,765	73,899	$22,043,266
7900	OPERATION OF PLANT	73,414,312	73,502,126	28,047,934	519,500	$44,934,692
8100	MAINTENANCE OF PLANT	20,365,438	20,509,966	7,324,334	2,018,530	$11,167,101
8200	ADMINISTRATIVE TECHNOLOGY	6,311,364	6,325,573	1,300,243	350,445	$4,674,885
9100	COMMUNITY SERVICES	424,959	479,996	273,879	1,263	$204,854
9200	DEBT SERVICE	3,000	3,000			$3,000
9700	TRANSFERS					$0
	Totals: Appropr., Expend. & Encumb.	*$760,000,000*	*$762,651,453*	*$203,553,890*	*$9,676,300*	*$549,421,263*
	NON-SPENDABLE	3,800,000	3,800,000			3,800,000
	RESTRICTED	18,500,000	18,500,000			18,500,000
	ASSIGNED	16,600,000	16,600,000			16,600,000
	UNASSIGNED	13,200,000	13,481,721			13,481,721
	TOTAL EXPENDITURES					
	AND FUND BALANCE	$812,100,000	$815,033,174	$203,553,890	$9,676,300	$601,802,984
	EXCESS OF EXPENDITURES OVER REVENUE			($93,649,412) **		

*Approved at Second Public Hearing on September 11, 2012

The "Permanent Fund" is included in the "Operating Fund".

Subject to minor rounding

Attachment: Financial Statements (October 2012) (3779 : Financial Statements (October 2012))

PINELLAS COUNTY SCHOOLS

OPERATING SUMMARY BY OBJECT

For the Month Ending October 31, 2012

BUDGET
2012-2013

Account Number	Description	Original 12-13 Budget*	Amended 09-12 Budg Amend No 2	Year to Date Rev/Expend	Encumbrances	Budget Balances
	REVENUES					
100	FEDERAL	$320,000	$320,000	$66,335	---	$253,665
200	FEDERAL THROUGH STATE	2,766,870	2,824,481	57,611	---	$2,766,870
300	STATE	322,209,154	322,851,479	104,194,794	---	$218,656,685
400	LOCAL	400,324,349	402,392,055	5,347,289	---	$397,044,766
700	NON REVENUE SOURCES	25,800,000	25,965,532	238,449	---	$25,727,083
	NON-SPENDABLE	10,486,932	10,486,932			$10,486,932
	RESTRICTED	20,910,265	20,910,265			$20,910,265
	ASSIGNED	22,614,477	22,614,477			$22,614,477
	UNASSIGNED	6,667,953	6,667,953			$6,667,953
	TOTAL REVENUE AND FUND BALANCE	$812,100,000	$815,033,174	$109,904,478	---	$705,128,697
	EXPENDITURES					
100	SALARIES	$478,283,994	$488,392,054	111,841,636		$376,550,418
200	EMPLOYEE BENEFITS	148,214,755	153,219,618	44,621,072		$108,598,546
300	PURCHASED SERVICES	58,828,437	60,103,549	23,561,467	7,184,608	$29,357,474
400	ENERGY SERVICES	28,326,776	29,323,281	9,712,491		$19,610,790
500	MATERIALS AND SUPPLIES	31,730,662	16,421,745	10,064,353	1,105,965	$5,251,427
600	EQUIPMENT OTHER EXPENSES	10,679,650	12,057,384	2,353,874	1,247,294	$8,456,216
700	OTHER EXPENSES	3,935,726	3,133,823	1,398,998	138,433	$1,596,392
900	TRANSFERS					0
	Totals: Appropr., Expend. & Encumb.	*$760,000,000*	*$762,651,453*	*$203,553,890*	*$9,676,300*	*$549,421,263*
	NON-SPENDABLE	3,800,000	3,800,000			3,800,000
	RESTRICTED	18,500,000	18,500,000			18,500,000
	ASSIGNED	16,600,000	16,600,000			16,600,000
	UNASSIGNED	13,200,000	13,481,721			13,481,721
	TOTAL EXPENDITURES AND FUND BALANCE	$812,100,000	$815,033,174	$203,553,890	$9,676,300	$601,802,984
	EXCESS OF EXPENDITURES OVER REVENUE			($93,649,412) **		

**The negative during the beginning months of the year is due to the fact that revenue from tax collections does not start coming in until November of each year.

*Approved at Second Public Hearing on September 11, 2012

The "Permanent Fund" is included in the "Operating Fund".

Subject to minor rounding

Attachment: Financial Statements (October 2012) (3779 : Financial Statements (October 2012))

PINELLAS COUNTY SCHOOLS

FOOD SERVICE SUMMARY

For the Month Ending October 31, 2012

BUDGET
2012-2013

Account Number	Description	Original 12-13 Budget*	Amended 09-12 Budg Amend No 2	Year to Date Rev/Expend	Encumbrances	Budget Balances
	REVENUES					
100	FEDERAL				---	$0
200	FEDERAL THROUGH STATE	29,090,288	29,090,288	8,303,682	---	$20,786,606
300	STATE	517,632	517,632	143,130	---	$374,502
400	LOCAL	14,446,176	14,446,176	3,692,788	---	$10,753,388
700	NON REVENUE SOURCES				---	$0
	NON-SPENDABLE	1,186,079	1,186,079			$1,186,079
	RESTRICTED	14,376,783	14,376,783			$14,376,783
	TOTAL ESTIMATED REVENUE				---	0
	AND FUND BALANCE	$59,616,958	$59,616,958	$12,139,600	---	$47,477,358
	EXPENDITURES					
100	SALARIES	$14,670,695	$14,670,695	3,916,401		$10,754,294
200	EMPLOYEE BENEFITS	5,003,893	5,003,893	1,346,244		3,657,649
300	PURCHASED SERVICES	4,617,809	4,617,809	859,843	1,677,428	2,080,538
400	ENERGY SERVICES	1,097,600	1,097,600	362,785		734,815
500	MATERIALS AND SUPPLIES	20,574,230	20,574,230	4,920,758	23,505	15,629,968
600	EQUIPMENT OTHER EXPENSES	4,861,217	4,861,217	1,001,534	798,077	3,061,607
700	OTHER EXPENSES	959,545	959,545	209,585		749,960
900	TRANSFERS					0
	Totals: Appropr., Expend. & Encumb.	*$51,784,989*	*$51,784,989*	*$12,617,149*	*$2,499,010*	*$36,668,831*
	NONSPENDABLE	1,091,853	1,091,853			1,091,853
	RESTRICTED	6,740,116	6,740,116			6,740,116
	TOTAL EXPENDITURES AND FUND BALANCE	$59,616,958	$59,616,958	$12,617,149	$2,499,010	$44,500,799
	EXCESS OF EXPENDITURES OVER REVENUES			($477,549)		

*Approved at Second Public Hearing on September 11, 2012

Subject to minor rounding

Attachment: Financial Statements (October 2012) (3779 : Financial Statements (October 2012))

PINELLAS COUNTY SCHOOLS

FINANCIAL SUMMARY - ALL FUNDS

For the Month Ending October 31, 2012

	2012-2013 Original Budget*	2012-2013 Amended Budget Budg Amend No 2	Year-to-Date Expenditures	Percent of Budget Expended	Percent of Approp. Expended	Encumbrances	Budget Balance	Percent of Budget Remaining
Operating	$812,100,000	$815,033,174	$203,553,890	*25.1%*	*26.7%*	$9,676,300	$601,802,984	*73.8%*
Debt Service	4,918,684	4,918,684		*0.0%*	*0.0%*		$4,918,684	*100.0%*
Capital Outlay	301,950,331	302,115,863	22,465,318	*7.4%*	*10.7%*	12,520,634	$267,129,911	*88.4%*
School Food Service	59,616,958	59,616,958	12,617,149	*21.2%*	*24.4%*	2,499,010	$44,500,799	*74.6%*
Contracted Programs	72,170,163	95,696,865	15,204,371	*21.1%*	*15.9%*	4,577,969	$75,914,525	*79.3%*
ARRA Targeted Assistance	1,775,025	4,344,665	756,067	*42.6%*	*0.8%*	512,986	$3,075,612	*70.8%*
ARRA Race to the Top	7,528,914	7,528,914	494,142	*6.6%*	*7.7%*	59,621	$6,975,151	*92.6%*
ARRA Other Stimulus	350,190	350,190	70,052	*20.0%*	*0.0%*	45,531	$234,608	*67.0%*
Worker's Compensation	8,485,656	8,485,656	383,692	*4.5%*	*6.0%*		$8,101,964	*95.5%*
Liability Insurance	1,738,026	1,738,026	28,228	*1.6%*	*1.6%*		1,709,798	*98.4%*
Totals- All Funds	$1,270,633,947	$1,299,828,995	$255,572,910	*20.1%*	*22.3%*	$29,892,050	$1,014,364,035	*78.0%*

*Approved at Second Public Hearing on September 11, 2012

The "Permanent Fund" is included in the "Operating Fund".

Subject to minor roundir

Attachment: Financial Statements (October 2012) (3779 : Financial Statements (October 2012))

PINELLAS COUNTY SCHOOLS

COMBINED BALANCE SHEET

ALL FUND TYPES AND ACCOUNT GROUPS

For the Month Ending October 31, 2012

ASSETS AND OTHER DEBITS		LIABILITIES AND FUND EQUITIES	
CASH	$4,691,954	WAGES PAYABLE	$536,920
INVESTMENTS	182,275,017	PAYROLL DEDUCTIONS PAYABLE	11,740,074
		ACCOUNTS PAYABLE	15,873,265
TAXES RECEIVABLE	0	CONSTRUCTION CONTRACTS PAYABLE	0
OTHER RECEIVABLES	11,444,349	DUE TO OTHERS	28,628,682
ALLOWANCE FOR DOUBTFUL ACCOUNTS		RETAINAGE PAYABLE	1,395,331
DUE FROM OTHERS	33,889,297	MATURED BONDS & INTEREST PAYABLE	884
DEPOSITS RECEIVABLE	0	DEPOSITS AND SALES TAX PAYABLE	134,008
		BONDS PAYABLE & NOTES PAYABLE	24,760,000
INVENTORY	4,314,402	CAPITAL LEASE OBLIG. & JUDGEMENTS	20,126,433
PREPAID EXPENSES/ACCRUED INTERES	308,723	DEFERRED REVENUE	6,740,614
		COMPENSATED ABSENCES	91,944,355
LAND	128,209,390		
BUILDINGS/FIXED EQUIPMENT	2,223,366,092	TOTAL LIABILITIES	$201,880,565
FURNITURE, FIXTURES & EQUIPMENT	140,883,512	INVESTMENT IN FIXED ASSETS	$2,601,251,976
VEHICLES	52,163,419	NET ASSETS, RESTRICTED	4,223,682
		RESERVE FOR ENCUMBRANCES	29,892,050
CONSTRUCTION IN PROGRESS	9,186,110	OTHER DESIGNATED BALANCES	90,378,089
CAPITAL LEASES	47,443,453	OTHER UNDESIGNATED BALANCES	7,831,969
		NON-SPENDABLE (OPERATING)	3,800,000
COMPENSATED ABSENCES	91,944,355	RESTRICTED (OPERATING)	18,500,000
OTHER AMOUNTS TO BE PROVIDED	44,886,433	ASSIGNED (OPERATING)	16,600,000
		UNASSIGNED (OPERATING)	13,481,721
		TOTAL FUNDS EQUITIES	$2,785,959,487
TOTAL ASSETS AND OTHER DEBITS	$2,975,006,505		
		TOTAL LIABILITIES AND FUND EQUITIES	$2,987,840,052
ESTIMATED REVENUE	$1,003,923,409		
ENCUMBRANCES	29,892,050	APPROPRIATIONS	$1,145,013,534
EXPENDITURES	255,572,910	REVENUE	131,541,289
GRAND TOTAL	$4,264,394,874	GRAND TOTAL	$4,264,394,874

*Approved at Second Public Hearing on September 11, 2012

Subject to minor rounding

Attachment: Financial Statements (October 2012) (3779 : Financial Statements (October 2012))

01/15/13 10:30 AM
Regular School Board Meeting
301 Fourth Street SW
Largo, FL 33770

Pinellas County Schools

ADOPTED

REQUEST FOR APPROVAL (ID # 3798)

January 15, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY SCHOOL

FROM: MICHAEL A. GRECO, Ed.D, Superintendent

SUBJECT: Request Approval of the Agreement Between Pinellas County Heritage Village and the School Board of Pinellas County, Florida for Community Based Vocational Experience

BACKGROUND:
Pinellas County Schools offers non-paid, community-based vocational experiences for ESE extended transition students. This agreement with Pinellas County, Florida expands these opportunities for students to work at Heritage Village.

STRATEGIC DIRECTION/GOAL: Student Achievement

ALTERNATIVES:
1. Approve the agreement.
2. Do not approve the agreement.

RECOMMENDATION:
Alternative No. 1 is recommended.

RATIONALE:
This type of agreement provides opportunities not otherwise available to students to experience authentic community-based work.

IMPACT STATEMENT:
There is no cost to the district.

DATA SOURCE:
Cindy Bania-Carter, Executive Director, Exceptional Student Education
JoAnn Goldrich, Coordinator, Transition Programs
David Koperski, School Board Attorney

SUBMITTED BY:
William Lawrence, Associate Superintendent, Teaching and Learning Services

ATTACHMENTS:

- Consent - Pinellas County Heritage Village Agreement (PDF)

AGREEMENT
BETWEEN
PINELLAS COUNTY HERITAGE VILLAGE
AND
THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA
(COMMUNITY-BASED VOCATIONAL EXPERIENCE)

THIS AGREEMENT, made and entered into this 15 day of January, 2013, by and between THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA, 301 Fourth Street SW, Largo, Florida, 33770, hereinafter referred to as the Board, and PINELLAS COUNTY HERITAGE VILLAGE, hereinafter referred to as the Provider.

WITNESSETH:

WHEREAS, the Board through its Exceptional Student Education (ESE) Division offers a Vocational Experience Program for certain of its ESE students referred to as ("the Program"); and

WHEREAS, the Board desires to implement the Program at one or more of the Provider's facilities; and

WHEREAS, the Provider desires to cooperate with the Board by hosting the Program at one or more of its facilities;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the Provider and the Board, agree as follows:

I. Provider Agrees:

a) To partner with Board personnel to identify training experiences for students.
b) To provide students vocational experiences in situations where students are not paid for their assignments.
c) To assign an employee to act as the liaison with Board personnel.
d) To provide on-site orientation to the Provider's emergency and safety procedures and employment or volunteer policies, as appropriate, including expectations about conduct and attire.
e) To ensure that the activities of the students participating in the vocational experience will not result in an immediate advantage to the business.
f) To consider students who meet competency requirements for future employment, but be under no obligation to hire students at the conclusion of the vocational experience.
g) To comply with the Board's policies regarding non-discrimination.

II. The Board Agrees:

a) To identify students and develop individualized training plans for these students.
b) To determine what training would be best for the students.
c) To share with the Provider the skills targeted by the individualized training plans.
d) To provide qualified Board personnel to adequately train and supervise the students, including accompanying the students to the workplace as long as the student(s)are on Provider's property.
e) To train the students in emergency and crisis procedures, and share Board response steps and procedures for qualified Board personnel to follow with the Provider.

Attachment: Consent - Pinellas County Heritage Village Agreement (3798 : Pinellas County Heritage Village Agreement for Community Based

f) To provide for transportation arrangements for the students to and from the vocational experience site.
g) To maintain and be responsible for all records relative to students' performance.
h) To maintain close and open communication with the Provider's employee.
i) To require students, and if appropriate, their parent/guardian to acknowledge in writing the student will be a non-paid trainee.
j) To ensure that the U.S. Department of Labor and Board policy guidelines for community-based vocational experience programs are understood and followed.
k) To ensure compliance with Pinellas County Volunteer Services policies and rules.

III. The Parties Both Agree:

a) To be fully responsible for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages proximately caused thereby; provided, however, that the liability of the Board and its employees and agents, and the Provider, if it is a public agency, is subject to the monetary limitations and defenses imposed by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by the Board, or the Provider if it is a public agency, nor shall anything herein be construed as consent by the parties to be sued by any third party for any cause or matter arising out of or related to this Agreement. For the purposes of this Agreement, students participating in the Program shall be deemed agents of the Board.

b) This agreement shall be effective upon execution and shall continue from year to year unless terminated. Either party may terminate this Agreement without cause upon at least sixty (60) days written notice to the other.

c) That this Agreement shall be construed and governed by Florida law, and venue for any judicial or administrative action or cause arising hereunder shall lie in Pinellas County, Florida, if a state court action, and the U.S. District Court for the Middle District of Florida, Tampa Division, if a federal court action.

PINELLAS COUNTY, FLORIDA, acting by

and through its COUNTY Administrator

By: Robert A LaSala CH
Robert S. LaSala, County Administrator

Date: 11-28-12

Approved as to form:

Pinellas County Attorney's Office

THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

By: _____
Its Chairperson

Date: _____

ATTEST: _____
Superintendent

Approved as to form:

Office of School Board Attorney

Attachment: Consent - Pinellas County Heritage Village Agreement (3798 : Pinellas County Heritage Village Agreement for Community Based

01/15/13 10:30 AM
Regular School Board Meeting
301 Fourth Street SW
Largo, FL 33770

Pinellas County Schools

ADOPTED

REQUEST FOR APPROVAL (ID # 3781)

January 15, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

FROM: MICHAEL A. GREGO, Ed.D., SUPERINTENDENT

SUBJECT: Request Approval of 2011/2012 School Safety and Security Self-Assessment

BACKGROUND:
Section 1006.07(6) of Florida Statutes requires school districts to use the Safety & Security Best Practices developed by the Office of Program Policy and Government Accountability (OPPAGA) to conduct a self-assessment of the school district's current safety and security practices.

According to the law, each school board must receive the Best Practices Safety and Security Self-Assessment results at a publicly noticed school board meeting so as to provide the public an opportunity to hear the school board members discuss and take action on the report findings. Each superintendent shall report the self-assessment results and school board action to the Commissioner of Education within 30 days following the school board meeting.

The District Safety & Security council is responsible for the completion of the annual self-assessment. The self-assessment will be used to align district safety and security efforts to the safe learning environment strategic direction and to consolidate safety and security activities under one leadership group.

The complete 2011/2012 School Safety and Security Self-Assessment results are attached.

STRATEGIC DIRECTION: Safe Learning Environment

ALTERNATIVES:
1. Approve the 2011/2012 School Safety and Security Self-Assessment
2. Do not approve the 2011/2012 School Safety and Security Self-Assessment

RECOMMENDATION:
Alternative No. 1 is recommended.

RATIONALE:
The district is required to file an annual Safety and Security Self-Assessment with the Commissioner of Education. The assessment is a valuable tool that provides a framework to align, coordinate and guide the district's efforts to ensure a safe environment for students, employees and visitors. The individuals who are best suited to evaluate the district's safety and security efforts completed the assessment.

IMPACT STATEMENT:
There is no impact to the district as the district conducted its own self-assessment.

DATA SOURCE:
Carol Madura, Resource Teacher
District Safety and Security Council
Facilities, Operations Division
Office of School Safety & Security
Risk Management & Insurance Department
Schools Police

SUBMITTED BY:
Michael Bessette, Associate Superintendent, Operational Services

ATTACHMENTS:

- 2012bpi OPPAGA (PDF)

Attachment: 2012bpi OPPAGA (3781 : 2011-2012 School Safety & Security Self-Assessment-OPPAGA)

School Safety & Security Best Practices With Their Associated Indicators
2011-2012 School Safety and Security Self-Assessment Form

Efficiency and Effectiveness

1. **The district has established and implemented accountability mechanisms to ensure the performance, efficiency, and effectiveness of the safety and security program.**

Indicators of Meeting the Best Practice

		Yes	No	In Progress	N/A
a.	The district has clearly stated goals and outcome-based, measurable, objectives for the program that reflect the intent (purpose) of the program and address the major aspects of the program's purpose and expenditures.	x			
b.	The district uses appropriate performance and cost-efficiency measures and interpretive benchmarks to evaluate the school safety and security program and uses these in management decision making. [1, 2]	x			
c.	The district regularly conducts an assessment of performance and cost of the safety program and analyzes the potential cost savings of alternatives, such as outside contracting and privatization. [3]	x			

Related Statutes and Rules

Does the District Meet the Best Practice(explain if applicable)	Yes	No	In Progress	N/A
Annual goals are developed and implemented. Progress on these goals is reviewed throughout the year by the District Safety and Security Council (DSSC). In addition, the Office of Operational Services provides ongoing oversight of the school safety and security program at each school and non-school site.	x			

Strategies and Actions to Be Taken

Fiscal Impact and Timeline

[1] This means that in budgeting and shifting resources the district considers several factors including goals, objectives, critical safety needs, and past performance of safety initiatives.

[2] Performance measures should include appropriate comparisons with peer districts in areas such as safety and discipline incidents, etc.

[3] This assessment would include examining whether the overall safety program and individual safety initiatives (such as DARE or Crime Watch) are achieving the outcomes they are expected to achieve.

Attachment: 2012bpi OPPAGA (3781 : 2011-2012 School Safety & Security Self-Assessment-OPPAGA)

School Safety & Security Best Practices With Their Associated Indicators
2011-2012 School Safety and Security Self-Assessment Form

Efficiency and Effectiveness

2. **The district ensures the accuracy of its discipline and safety and security related data and reports accurate data to the Department of Education.**

Indicators of Meeting the Best Practice

a. The district and its schools have a process in place to collect, revise, and update the appropriate data for the School Environmental Safety Incident Report (SESIR) system. [4]	Yes	No	In Progress x	N/A
b. The district and its schools have a process in place to collect, revise, update and ensure the accuracy of the discipline data.	Yes	No	In Progress x	N/A
c. The district has established and implemented strategies to ensure the reliability of SESIR, discipline, and other safety and security program data.	Yes	No	In Progress x	N/A

Related Statutes and Rules

ss. 1006.09(8) and 1006.13(3), *F.S.*

Does the District Meet the Best Practice(explain if applicable)	Yes	No	In Progress	N/A
Due to transition in staff and the closing of the safe & drug free schools' office, training for schools had been suspended. SESIR reporting is now the responsibility of the Area Superintendents and training will begin again in January , 2013 for schools.			x	

Strategies and Actions to Be Taken

Fiscal Impact and Timeline

[4] The district uses the state-approved reporting form if available. If the state form is not available, the district develops its own form based on some standardized criteria such as the Uniform Crime Reports.

Attachment: 2012bpi OPPAGA (3781 : 2011-2012 School Safety & Security Self-Assessment-OPPAGA)

School Safety & Security Best Practices With Their Associated Indicators
2011-2012 School Safety and Security Self-Assessment Form

Efficiency and Effectiveness

3. **The district regularly reviews the organizational structure and staffing levels of the safety and security program and minimizes unnecessary administrative layers and processes.**

Indicators of Meeting the Best Practice

a. The district has a process in place to determine the staffing levels necessary to ensure that staff can respond to safety crises.	Yes x	No	In Progress	N/A
b. On at least an annual basis, the district uses applicable comparisons and/or benchmarks and reviews the program's organizational structure and staffing levels to minimize administrative layers and processes.	Yes x	No	In Progress	N/A
c. The program structure includes reasonable lines of authority and spans of control given the responsibilities of each organizational unit.	Yes x	No	In Progress	N/A
d. In conducting its staffing review, the district obtains broad stakeholder input.	Yes x	No	In Progress	N/A
e. The district reports organizational structure and administrative staffing review findings in writing and distributes these findings to school board members.	Yes x	No	In Progress	N/A

Related Statutes and Rules

Does the District Meet the Best Practice(explain if applicable)	Yes	No	In Progress	N/A
The Associate Superintendent, Operational Services is responsible for school safety and security. This office oversees construction, maintenance, School's Police, transportation and four safety and security managers assigned to four regions in the district,. This organizational structure and lines of authority allows for one division to identify issues and develop and implement corrective measures in a timely manner.	x			

Strategies and Actions to Be Taken

Fiscal Impact and Timeline

Attachment: 2012bpi OPPAGA (3781 : 2011-2012 School Safety & Security Self-Assessment-OPPAGA)

School Safety & Security Best Practices With Their Associated Indicators
2011-2012 School Safety and Security Self-Assessment Form

Safety Planning

4. **The district has implemented a school safety plan that includes district wide emergency and safety procedures and identifies those responsible for them.**

Indicators of Meeting the Best Practice

	Yes	No	In Progress	N/A
a. The district has a school safety plan that includes goals and procedures to ensure that students are in orderly, disciplined classrooms conducive to learning.	x			
b. The district has implemented a comprehensive school safety plan that establishes emergency and safety procedures for school and district employees and students to follow. At a minimum, the plan addresses • the evaluation of the principal's performance regarding school safety, monitoring and evaluating the implementation of the plan at the school level, and coordinating with local law enforcement and the Department of Juvenile Justice; [5] • the roles and responsibilities of the school principal and other administrators, teachers, and other school personnel for restoring, if necessary, and maintaining a safe, secure, and orderly school environment; • the roles and responsibilities of the transportation staff for restoring, if necessary, and maintaining a safe, secure, disciplined, and orderly bus environment; • the goals and objectives of the school resource officers, if any; • the mechanisms for identifying and serving the needs of students most at risk for engaging in disruptive and disorderly behavior; • arrangements to work with local emergency officials; [6] • safety issues and policies at school-sponsored events; [7] and • processes by which the district will instruct parents and the local community as to how to respond to an emergency situation. [8]	Yes x	No	In Progress	N/A

Related Statutes and Rules

ss. 1006.10 and 1002.20(22), *F.S.*

Does the District Meet the Best Practice(explain if applicable)	Yes	No	In Progress	N/A
The Office of Operational Services works collaboratively with school based administrators and district staff to ensure a comprehensive school safety plan is implemented with fidelity. Regional personnel meet regularly with school based administrators, review relevant data and support the implementation of the school safety plan,.Any identified concerns are shared with appropriate staff within the Office of Operational Services.	x			

Strategies and Actions to Be Taken

Fiscal Impact and Timeline

[5] Principals may be evaluated on criteria such as the school climate report and school incident reports.

[6] Including, but not limited to, law enforcement, fire department, emergency management, hospital, mental health, health and social services agencies, court officials and the media.

[7] Such as when students are off campus at official school events.

[8] Parents and the community should be provided this information prior to an emergency through such mechanisms as newsletters and the district's website.

Attachment: 2012bpi OPPAGA (3781 : 2011-2012 School Safety & Security Self-Assessment-OPPAGA)

School Safety & Security Best Practices With Their Associated Indicators
2011-2012 School Safety and Security Self-Assessment Form

Safety Planning

5. The district develops and maintains its school safety plan and emergency response procedures with stakeholder input.

Indicators of Meeting the Best Practice

a. A broad cross-section of stakeholders including parents, community representatives, local emergency agencies, teachers, staff and students were involved in developing the comprehensive school safety plan and emergency procedures.	Yes x	No	In Progress	N/A
b. The comprehensive school safety plan and emergency procedures have been shared with appropriate emergency response agencies.[9]	Yes x	No	In Progress	N/A
c. The comprehensive school safety plan and emergency procedures have been distributed to designated administrators and staff.[10]	Yes x	No	In Progress	N/A
d. The comprehensive school safety plan and emergency procedures are reviewed and revised annually or more often if events warrant.	Yes x	No	In Progress	N/A
e. The district seeks input from local law enforcement on the level of local youth gang activity and incorporates relevant recommendations from the Florida Gang Reduction Strategy 2008 – 2012 into its safety plan.[11]	Yes x	No	In Progress	N/A

Related Statutes and Rules

s. 119.071, *F.S.*

Does the District Meet the Best Practice(explain if applicable) The critical incident plan is reviewed annually by the Office of Operational Services. Every three years, the complete plan is evaluated and revised with input from first responders and the county emergency management office. All school and non-school sites are provided a copy of the comprehensive plan.	Yes x	No	In Progress	N/A

Strategies and Actions to Be Taken

Fiscal Impact and Timeline

[9] Emergency response agencies may include the fire department, police department, hospitals, social service, and health agencies.

[10] In accordance with s. 119.071, *F.S.*, the district should take steps to ensure the confidentiality of security-related information. The district should identify those administrators and staff directly responsible for emergency response procedures, such as principals and school resource officers, and ensure that they have received copies of the safety plans. Districts may chose to disclose descriptive information regarding the safety and security plans to teachers, advisory councils, and the public. However, the district must still protect sensitive security information so as not to compromise the district's safety efforts.

[11] Please see http://www.floridagangreduction.com/flgangs.nsf/pages/Strategy, pages 34-35.

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Safety Planning

6. The district conducts an annual review of all relevant health and safety issues for each educational facility. [12]

Indicators of Meeting the Best Practice

a. The district ensures that each educational facility conducts an assessment of the safety hazards faced at that facility by a qualified person.[13]	Yes x	No	In Progress	N/A
b. A certified fire safety inspector conducts an annual fire safety inspection of all educational and ancillary plants to ensure compliance with Florida law.	Yes x	No	In Progress	N/A
c. The district ensures that they report to the State Fire Marshall that the fire safety inspection has been completed.[14]	Yes x	No	In Progress	N/A
d. An annual inspection is conducted to determine whether educational facilities comply with the State Requirements for Educational Facilities (SREF) Chapter 5 and State Fire Marshal's Rule Chapter 69A-58, Florida Administrative Code.	Yes x	No	In Progress	N/A
e. The board submits annual fire safety reports to the State Fire Marshal's Office by June 30 of each year.	Yes x	No	In Progress	N/A

Related Statutes and Rules

ss. 1006.07(6), 1013.12(1)(b), 1013.12(2)(b), 1013.12(2)(c), *F.S.*, and Rule 69A-58.004(6), *F.A.C.*

Does the District Meet the Best Practice(explain if applicable)	Yes	No	In Progress	N/A
The District employs certified fire inspectors and a Fire Marshal. Inspections are conducted and comply with the requirements for SREF and the State Fire Marshal. Inspections are also done by local municipalities by the State Fire Marshal.	x			

Strategies and Actions to Be Taken

Fiscal Impact and Timeline

[12] Conducting this self-assessment does not meet the requirements of this practice.

[13] The safety assessment should include a review of the unique safety considerations at a given school site. In reviewing potential hazards, the district should consider those listed in Best Practice 8 along with any others appropriate to that school.

[14] Please see http://www.fldoe.org/edfacil/sref.asp. Note that life-threatening deficiencies must be corrected immediately or the facility is withdrawn from use.

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Safety Planning

7. The district has developed emergency response procedures.

Indicators of Meeting the Best Practice

a. The district has developed a districtwide plan for potential attacks against school sites or students and incorporates the appropriate school responses in the emergency procedures checklist.	Yes x	No	In Progress	N/A
b. The district has procedures for contacting all schools simultaneously in the event of a districtwide emergency.	Yes x	No	In Progress	N/A
c. The district has an emergency crisis team available to each school that provides counseling and other support to aid in dealing with people's reactions, making the adjustment after the emergency, and re-entering the school environment.	Yes x	No	In Progress	N/A
d. The district has developed a media response plan and distributed it to each educational facility and each support service administrator. At a minimum, the plan addresses • communicating necessary information to the media and parents; [15] • identifying established separate staging areas (e.g., specified locations) for media and parents; and • providing guidelines on how to respond to media questions and interviews.	Yes x	No	In Progress	N/A
e. The district ensures that all appropriate district personnel are familiar with the Statewide Policy for Strengthening Domestic Security in Florida Public Schools to ensure schools are NIMS compliant. The policy requirements include 6 major elements: • Access Control • Emergency Equipment • Training • Communication & Notification Procedures • Coordination with Partners • Vulnerability Assessment	Yes x	No	In Progress	N/A

Related Statutes and Rules

Does the District Meet the Best Practice(explain if applicable)	Yes	No	In Progress	N/A
The district has a district-wide emergency response team which assumes the responsibility for contacting all schools in case of an emergency. Crisis teams are deployed to schools to respond to any emergency as needed. All appropriate personnel are familiar with the policy on Strengthening Domestic Security in Florida Public Schools.	x			

Strategies and Actions to Be Taken

Fiscal Impact and Timeline

[15] Necessary information should include where parents should go or whom they should contact to find out about their children and where to get further information.

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School Safety & Security Best Practices With Their Associated Indicators
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Safety Planning

8. The district has provided each school with an emergency checklist.

Indicators of Meeting the Best Practice

a. A checklist that explains step-by-step emergency procedures is readily available in every classroom. The emergency situations include, at a minimum, [16] • weapons and hostage situations; • terrorist acts; • bomb threats; • hazardous materials or toxic chemical spills; • weather emergencies including hurricanes, tornadoes, severe storms, and flooding; and • exposure as a result of a manmade emergency.	Yes x	No	In Progress	N/A
b. The emergency checklist includes emergency contact numbers and provisions for backup communication with faculty, support service administrators, and emergency agencies.	Yes x	No	In Progress	N/A
c. The emergency checklist includes evacuation, lockdown, and shelter-in-place procedures developed with school transportation personnel, the local fire authority, law enforcement agencies, and other local agencies as appropriate, and includes procedures for evacuating students with disabilities. [17]	Yes x	No	In Progress	N/A

Related Statutes and Rules

s. 1006.07(4), *F.S.*

Does the District Meet the Best Practice(explain if applicable) The district has a crisis plan for all schools and are updated annually and revised every four years. The district also provides training in emergency response to administrators and student services staff.	Yes x	No	In Progress	N/A
Strategies and Actions to Be Taken				
Fiscal Impact and Timeline				

[16] Schools cannot have lists for every possible emergency. However, to be comprehensive, the plan should address other issues such as suicide threats/acts; bomb threats; out-of-control person/student; fighting; sexual assault; health emergency, serious injury, homicide of student; child abuse; trespassing; exposure to blood-borne pathogens; armed robbery; removal/attempted removal of a student; and utility emergency.

[17] In the event of an evacuation, schools should have separate areas for student assembly, parent request/release, and media operations.

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Safety Planning

9. The district and each school regularly practice emergency responses based on potential safety concerns at each site and develops an improvement plan based on the event/drill.

Indicators of Meeting the Best Practice

a. The district school board has developed and implemented procedures for emergency drills in accordance with state law.	Yes x	No	In Progress	N/A
b. The district uses its annual self-assessment to identify the potential hazards for each educational facility and has developed and implemented procedures for practicing responses to identified hazards. [18]	Yes x	No	In Progress	N/A
c. The district has implemented procedures for verifying that required and planned emergency drills have been conducted.	Yes x	No	In Progress	N/A
d. Each school varies the conditions under which required emergency drills are performed such as time of day, location of hazard, etc. to ensure that students and staff are prepared for a range of scenarios.	Yes x	No	In Progress	N/A

Related Statutes and Rules

s. 1006.07(4), *F.S.*

Does the District Meet the Best Practice(explain if applicable)	Yes	No	In Progress	N/A
All schools have crisis plans and identified personnel to assume responsibility in crisis management situations. All schools participate in fire drills, tornado drills and duck and cover drills. All drills and times involved are reported on a monthly safety reporting form which are reviewed by the respective Facility Managers.	x			
Strategies and Actions to Be Taken				
Fiscal Impact and Timeline				

[18] This will include fire drills, but should also include responses to any other hazards identified in Best Practice 6.

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Safety Planning

10. **The district provides emergency response agencies with floor plans and blueprints as appropriate..**

Indicators of Meeting the Best Practice

a. The district provides floor plans of each educational facility to local law enforcement agencies and fire departments.	Yes x	No	In Progress	N/A
b. The district has construction documents (plans and specifications) of each educational facility readily available for review during an emergency.	Yes x	No	In Progress	N/A
c. A back-up set of construction documents is stored in at least one other remote, secure location off-site.	Yes x	No	In Progress	N/A

Related Statutes and Rules

ss. 1013.01 and 1013.13, *F.S.*

Does the District Meet the Best Practice(explain if applicable)	Yes	No	In Progress	N/A
Annually a disk containing floor plans of all facilities is provided to all law enforcement agencies and fire departments. Additionally, each law enforcement agency has access to the district's security camera system at all locations in their jurisdiction.	x			

Strategies and Actions to Be Taken

Fiscal Impact and Timeline

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Safety Planning

11. The district's Master Plan for In-Service Training identifies district and school personnel training needs and provides for appropriate levels of safety training, including classroom management and violence and alcohol, tobacco, and other drugs training, for all appropriate personnel.

Indicators of Meeting the Best Practice

		Yes	No	In Progress	N/A
a.	The district has a process in place and has identified the training required for all types of school staff as well as the staff that require specialized safety training and incorporates those needs in its Master Plan for In-Service Training. [19, 20] This training should include classroom management and violence and alcohol, tobacco, and other drugs training for appropriate personnel.	x			
b.	The district's required training in school-wide discipline, classroom management, conflict resolution, and other safety training components are included in the district's Master Plan for In-service Training.	x			
c.	The district reviews and uses the relevant training opportunities provided by the Department of Education and other appropriate organizations.	x			
d.	School principals can demonstrate that staff has received training based on the needs identified in the Master Plan for In-Service Training, the school's safety assessment, and the staff members' roles and responsibilities. [21]	x			
e.	The district supplies trained personnel with the appropriate safety equipment. [22]	x			
f.	Teachers at each grade level are provided in-service training to teach students positive social skills and violence prevention, conflict resolution, and communication/decision making skills.	x			
g.	The district has a procedure for providing instruction to parents, teachers, school administrators, counseling staff, bus operators, and school volunteers on identifying, preventing, and responding to bullying or harassment.	x			
h.	In counties where local law enforcement has identified youth gang activity, the district provides teachers and school personnel with appropriate training such as gang awareness, conflict resolution, de-escalating methods for verbal conflicts, diversity training, self-defense training, and safe techniques to intervene in a fight.	x			

Related Statutes and Rules

ss. 1006.147(4)(l), 1012.98 (4)(b)4. and 1012.98(4)(b)5., *F.S.*

Does the District Meet the Best Practice(explain if applicable)	Yes	No	In Progress	N/A
Training and resources are provided in the areas of pro-social skills, classroom management, character education, and drug/violence/bullying prevention. All trainings are aligned with Research and Best Practice.	x			
Strategies and Actions to Be Taken				
Fiscal Impact and Timeline				

[19] Training should include both instructional and non-instructional staff as well as substitute teachers and bus drivers. Districts may want to establish the minimum number of working days a substitute must have before being provided with training.

[20] Specialized training may include suicide prevention and responses for specific emergency situations as outlined in the emergency checklist in Best Practice 8.

[21] Depending on their duties, staff training can include emergency planning and intervention, classroom management, conflict resolution, CPR and first aid, the use of life-saving equipment, sexual harassment and abuse, and the early warning signs of violence, to the personnel identified in 11a.

[22] This includes equipment such as first aid kits, fire extinguishers, or portable defibrillators.

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School Safety & Security Best Practices With Their Associated Indicators
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Discipline Policies and Code of Student Conduct

12. The district and each school have a code of student conduct based on stakeholder input and revised on an annual basis.

Indicators of Meeting the Best Practice

a. The school district is in compliance with relevant laws and regulations regarding discipline policies, including the code of student conduct. [23]	Yes x	No	In Progress	N/A
b. The district school board and school administrators annually review discipline policies and revise those policies with input from teachers, staff, parents, and students.	Yes x	No	In Progress	N/A
c. The code of student conduct is clearly written and avoids the use of technical terminology.	Yes x	No	In Progress	N/A
d. Parents are an integral part of the student discipline procedures and actions. They are made aware of expectations of students and are informed of changes in a timely manner.	Yes x	No	In Progress	N/A
e. Each year the discipline policies are clearly and thoroughly communicated to students, parents, and other stakeholders. [24]	Yes x	No	In Progress	N/A

Related Statutes and Rules

ss. 1006.07(2) and 1006.07(2)(c), *F.S.*

Does the District Meet the Best Practice(explain if applicable)	Yes	No	In Progress	N/A
The Code of Student Conduct is reviewed annually with a major revision conducted every 3 years and is available in hard copy and on the district website. Input is obtained from a variety of sources, The cross-functional committee is comprised of parents and variety of stakeholders. State mandates, new statutes along with policy revisions are included in the updates with assistance from the School Board Attorney..	x			
Strategies and Actions to Be Taken				
Fiscal Impact and Timeline				

[23] This includes laws and regulations such as respect for authority, respect for school property, respect for others, daily attendance, use of obscenities, and harming or demeaning others.

[24] This can be done by sending student handbooks to parents and posting to the school and district websites.

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Discipline Policies and Code of Student Conduct

13. The district's code of student conduct and other policies provide clear procedures for handling disciplinary actions.

Indicators of Meeting the Best Practice

		Yes	No	In Progress	N/A
a.	The district, in cooperation with local law enforcement agencies, promotes and enforces a zero tolerance policy for crime, substance abuse, and victimization that requires the district to report all violations subject to Florida law to a local law enforcement agency.	x			
b.	Alternatives to suspension and expulsion have been built into the disciplinary policy and are appropriately and consistently used.	x			
c.	The district has a process in place to relocate students who are regularly dismissed from their classroom.	x			
d.	Disciplinary policies include statements regarding anti-harassment, anti-bullying, and anti-violence policies and due process rights in accordance with state and federal laws.	x			
e.	Disciplinary policies include procedures regarding interviewing students by law enforcement agencies and the Department of Children and Families.	x			
f.	Disciplinary policies include procedures governing locker searches.	x			
g.	The district's discipline policies are consistent with the state and federal requirements for students with disabilities.	x			

Related Statutes and Rules

ss. 1006.09(9) and 1006.13(3), *F.S.*

Does the District Meet the Best Practice(explain if applicable) All of the above requirements are included in the Code of Student Conduct. As indicated previously, district personnel work closely with the School Board Attorney to include any updates with new mandates, statutes and other requirements pertaining to due process and students with disabilities.	Yes x	No	In Progress	N/A

Strategies and Actions to Be Taken

Fiscal Impact and Timeline

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School Climate and Community Outreach

14. The district has a process in place to minimize danger to students from community members, staff, or other students, and minimize danger to teachers from students.

Indicators of Meeting the Best Practice

a.	The district requires each student to disclose at registration legally required information regarding the student's prior disciplinary history of expulsions, arrest resulting in a charge, and juvenile justice actions.[25]	Yes x	No	In Progress	N/A
b.	The district requires all school personnel to report to the principal or the principal's designee any suspected unlawful use, possession, or sale by a student of any controlled substance.	Yes x	No	In Progress	N/A
c.	The district uses available information to track charges and convictions of students and employees from within the district as well as other school districts. [26, 27]	Yes x	No	In Progress	N/A
d.	The district has a policy to encourage and facilitate principals, or their designees, to regularly monitor websites that identify registered sex offenders who reside in the vicinity of their school community. [28] The district has a policy to share information on sexual predators and offenders who reside in close proximity of the school with school crossing guards, custodians and other persons who work or volunteer in student drop-off and pick-up areas or have a responsibility in access control. Additionally, the information is also made available to after school programs and other youth events that occur on the school's campus.	Yes x	No	In Progress	N/A
e.	The district school board outlines the standards for use of reasonable force by school personnel that complies with relevant state laws in order to maintain an orderly environment.	Yes x	No	In Progress	N/A
f.	The district school board, superintendent, and principal fully support the authority of each teacher and school bus driver to remove disobedient, disrespectful, violent, abusive, uncontrollable, or disruptive students from the classroom and the school bus, and the school board, superintendent, and principal have the authority to place such students in an alternative educational setting, when appropriate and available. [29]	Yes x	No	In Progress	N/A
g.	Each school has established a process to determine placement of a student when a teacher withholds consent to the return of a student to the teacher's class. Each school principal has notified each teacher in that school about the availability, the procedures, and the criteria for the placement review committee as outlined in s. 1003.32, *F.S.*[30]	Yes x	No	In Progress	N/A
h.	The school district has a procedure to ensure that, prior to any decision to appoint or employ any person to volunteer at any place where children regularly congregate, a search of that person's name or information is made against the FDLE sexual offender/predator database.	Yes x	No	In Progress	N/A

[25] The student should be given the opportunity to provide his/her account of the incident(s) and this should be included in the student's file. All such information should be kept confidential and disclosed only to those individuals specifically required by law.

[26] Charges and convictions tracked should be limited to felonies, abuse of a minor, and sale or possession of a controlled substance.

[27] Agencies that should be consulted for this information include the Department of Juvenile Justice, the Florida Department of Law Enforcement, other appropriate law enforcement agencies, state attorneys, the courts, and the Department of Education.

[28] The information regarding sexual offenders, such as photographs, should be shared with bus drivers, teachers, front office staff, custodial staff, and cafeteria staff.

[29] The policy should allow a teacher to send a student to the principal's office to maintain effective discipline in the classroom and to recommend an appropriate consequence consistent with the district code of student conduct. In the event that the principal does not employ the teacher's recommended consequence (or a more serious disciplinary action if the student's history of disruptive behavior warrants it), the principal should consult with the teacher prior to taking a lesser disciplinary action.

[30] As part of this process, the principal reports on a quarterly basis to the district school superintendent and district school board each incidence of a teacher's withholding consent for a removed student to return to the teacher's class and the disposition of the incident, and the superintendent annually reports these data to the Florida Department of Education.

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i.	The district promotes the use of state and national criminal history record background checks on volunteers who have unsupervised access to students on a one-on-one basis such as mentors.	Yes x	No	In Progress	N/A
j.	The school district shall explore ways to infuse Internet safety into the curriculum. Specifically the curriculum should address crimes against children facilitated through the Internet, computer, or other technologies	Yes x	No	In Progress	N/A
k.	The district has a DOE certified policy prohibiting bullying and harassment of students and staff on school grounds, on school transportation, at school sponsored events, and through school computer networks.	Yes x	No	In Progress	N/A

Related Statutes and Rules

ss. 775.21, 943.0435, 943.04351, 944.607, 1006.07(1)(a), 1006.08(2), 1006.09(8), 1006.11, 1006.13, 1006.147(4), 1012.799, 1003.31, and 1003.32, *F.S*

Does the District Meet the Best Practice(explain if applicable)	Yes	No	In Progress	N/A
All of the above requirements are included in the Code of Student Conduct. As indicated previously, district personnel work closely with the School Board Attorney to include any updates with new mandates, statutes and other requirements pertaining to due process and students with disabilities.	x			

Strategies and Actions to Be Taken

Fiscal Impact and Timeline

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School Climate and Community Outreach

15. Each school has a system in place to identify students that exhibit early warning signs of, or pose a threat of, future violent behavior.

Indicators of Meeting the Best Practice

		Yes	No	In Progress	N/A
a.	The district teaches instructional and non-instructional staff and students the early warning signs associated with students who pose a threat of future violent behavior, how to recognize them, and what to do once they are suspected. [31, 32]	x			
b.	The district facilitates and encourages requests for assistance with students who exhibit early warning signs, or pose a threat of future violent behavior. [33]	x			
c.	The district provides timely access to a team of specialists trained in evaluating behavioral and academic concerns and provides school staff training regarding such support.	x			
d.	Schools in the district have a Student Assistance Program/Team that provides assistance for students experiencing learning and/or behavioral difficulties.	x			
e.	The district makes available appropriate psychological counseling for students exhibiting early warning signs or posing a threat of future violent behavior..	x			
f.	The district has procedures in place to maintain legal confidentiality of information regarding students exhibiting early warning signs or posing a threat of future violent behavior. [34]	x			
g.	The district reviews and revises, as needed, the process to identify the warning signs of student violence.	x			

Related Statutes and Rules

s. 1002.22(3)(d), *F.S.*

Does the District Meet the Best Practice(explain if applicable)	Yes	No	In Progress	N/A
The district assigns social workers, psychologists, and guidance counselors to every school. Behavior specialists are assigned to schools based upon the staffing model of the district. The teams meet regularly to develop plans for struggling students.	x			

Strategies and Actions to Be Taken

Fiscal Impact and Timeline

[31] Part of this training should explain that the warning signs are indicators that a student may need help and that it is imperative to avoid jumping to conclusions.

[32] Districts may not be able to explain ALL of the early warning signs, but they should design a program to help parents, students, and staff understand the major signs.

[33] This could range from guidance on what to do to help with actual intervention.

[34] This may not be something the district can prove directly but could be measured by the absence of confidentiality breaches.

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School Climate and Community Outreach

16. The district identifies and implements parent and community outreach strategies to promote safety in the home and community.

Indicators of Meeting the Best Practice

a. The district has developed, in accordance with state law, a cooperative agreement with the Department of Juvenile Justice.	Yes x	No	In Progress	N/A
b. The district works proactively with students, parents, law enforcement, the community and the media to address safety and security issues including issues related to Internet safety to specifically address crimes against children facilitated through the Internet, computer, or other technologies.	Yes x	No	In Progress	N/A
c. The district works with local community agencies and businesses to identify ways to increase support in keeping schools safe. [35]	Yes x	No	In Progress	N/A
d. The district provides information to parents regarding the necessary school-entry health examinations and immunizations for all students.	Yes x	No	In Progress	N/A
e. The district has crime watch programs and school safety hotline(s) in place and available in all schools.	Yes x	No	In Progress	N/A
f. The district has procedures in place to inform students, parents, and other community partners about its crime watch programs and school safety hotline(s).	Yes x	No	In Progress	N/A
g. The district provides safety-related information, such as the safety and security self-assessment results, in an annual report to the public and other stakeholders. [36]	Yes x	No	In Progress	N/A

Related Statutes and Rules

ss. 1003.22(1), 1003.22(4), 1006.13(3), and 1006.141, *F.S.*.

Does the District Meet the Best Practice(explain if applicable) The Office of Strategic Partnerships works with parents, businesses and community members to improve communication and enhance the resources for improved student achievement.	Yes x	No	In Progress	N/A
Strategies and Actions to Be Taken				
Fiscal Impact and Timeline				

[35] This is accomplished through activities such as through public-private partnerships.

[36] Information must not be sanitized. It should include such information as incidents of crime and misbehavior, trends over time, comparisons to the community, and steps taken to improve safety.

School Safety & Security Best Practices With Their Associated Indicators
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Safety Programs and Curricula

17. The district fosters a positive learning climate and culture by assessing the school climate and implementing relevant scientifically based curricula and programs at each school.[37]

Indicators of Meeting the Best Practice

a. School climate surveys include questions relating to discipline, bullying, threats perceived by students, and other safety or security related issues.	Yes x	No	In Progress	N/A
b. Curricula and programs for improving the school culture and climate are incorporated into the classroom. The curricula and programs should address such issues as • pro-social skills; • character education; • conflict resolution; • peer mediation; and • prevention of bullying and harassment.	Yes x	No	In Progress	N/A
c. Curricula and special programs on violence and drug prevention, health, safety, and security are available to students, school staff, and parents.	Yes x	No	In Progress	N/A
d. The district regularly reviews the school climate at each school and revises, eliminates, or adds programs accordingly.	Yes x	No	In Progress	N/A
e. Middle and secondary students participate in scheduled administrations of standardized surveys of risk behaviors and situations such as the Florida Substance Abuse Youth Survey, the Florida Youth Tobacco Survey, and the Florida Youth Risk Behavior Survey, and the results are used in assessing prevention needs.	Yes x	No	In Progress	N/A

Related Statutes and Rules

ss. 1004.04, 1004.05, and 1006.147(4)(l), *F.S.*

Does the District Meet the Best Practice(explain if applicable) The district regularly assesses the climate and culture of the schools and uses this data to implement appropriate programs and curriculum in all schools.	Yes x	No	In Progress	N/A
Strategies and Actions to Be Taken				
Fiscal Impact and Timeline				

[37] Article IX, Section 1, Florida Constitution.

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School Safety & Security Best Practices With Their Associated Indicators
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Safety Programs and Curricula

18. The district has an approved Safe and Drug-Free School Plan that has been developed with appropriate stakeholder input.

Indicators of Meeting the Best Practice

a. The district has a district Safe and Drug-Free School (SDFS) advisory council or committee that participates in the development of the SDFS plan.	Yes	No	In Progress x	N/A
b. The district has an approved Safe and Drug-Free School (SDFS) plan and regularly reviews and updates the plan.	Yes	No	In Progress x	N/A
c. Coaches and athletes adhere to established policies prohibiting tobacco and drug, including alcohol, use.	Yes x	No	In Progress	N/A
d. The district regularly reviews and revises, as needed, the safe and drug-free programs and publishes a performance review of the programs supported by safe and drug free schools funds. [38]	Yes	No	In Progress x	N/A

Related Statutes and Rules

Does the District Meet the Best Practice(explain if applicable) The SDFS Office no longer receives federal funding. Due to severe State and District budget cuts, the SDFS department was eliminated and their responsibilities were divided up and transferred to different student services departments.	Yes	No	In Progress x	N/A

Strategies and Actions to Be Taken

Oversight of the SDFS program falls under the purview of the Division of Teaching & Learning which is in the process of establishing the SDFS committee and updating the plan.

Fiscal Impact and Timeline

[38] As part of this review, the district should have performance-related data for each of these programs.

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School Safety & Security Best Practices With Their Associated Indicators
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Safety Programs and Curricula

19. Based on the district's prevention needs assessment process, the district implements scientifically based violence and drug prevention programs and curricula for each school. [39]

Indicators of Meeting the Best Practice

a. The district reviews and makes available to its schools sources of violence and drug prevention and other safety-related programs and curricula. [40,41]	Yes x	No	In Progress	N/A
b. The school board and each school adopt violence and drug prevention, safety and health curricula and programs designed to reduce violence, increase safety, and reduce the number of violence risk factors. [42, 43]	Yes x	No	In Progress	N/A
c. The district and schools involve students in the planning and implementation of violence and drug prevention programs and other student efforts that contribute to school safety.	Yes x	No	In Progress	N/A
d. The district has considered a dress code or school uniform policy. [44]	Yes x	No	In Progress	N/A
e. Students at each grade level are taught violence prevention, conflict resolution, bullying/harassment prevention, and communication/decision making skills.	Yes x	No	In Progress	N/A
f. In developing, implementing, and maintaining its safe and drug-free schools programs, the district collaborates with other governmental and private agencies as needed. [45]	Yes x	No	In Progress	N/A
g. The district regularly reviews the performance of its intervention programs and revises, eliminates, or adds programs accordingly.	Yes x	No	In Progress	N/A
h. The school district shall ensure that Internet safety is infused into the curriculum. Specifically, the curriculum should address crimes against children facilitated through the Internet, computer, or other technologies.	Yes x	No	In Progress	N/A

Related Statutes and Rules

s. 1003.32 and 1006.147(4)(l), *F.S.*

Does the District Meet the Best Practice(explain if applicable) Due to the loss of the SDFS Program, violence and drug programs are currently coordinated through the Health Education Program.	Yes x	No	In Progress	N/A
Strategies and Actions to Be Taken				
Fiscal Impact and Timeline				

[39] These programs should be designed to improve overall student performance, reduce risk factors and warning signs, prevent bullying or harassment, and improve student behavior.

[40] This includes programs such as "Blueprints" from the Center for the Study and Prevention of Violence, the Safe and Drug Free Schools Resource Center. NOTE: There are many sites for these kinds of programs, so the district may use something else.

[41] Such sources would include the K-20 Education Safety Partnership's electronic clearinghouse and the Department of Education's Program Inventory.

[42] These programs should be designed to ensure the safety of students, teachers, and administrators.

[43] These include programs such as closed-campus lunches in high schools, structured playground activities, behavioral monitoring, behavioral counseling, student empowerment programs, extended day programs and school reorganizations, tutoring, mentors, and Saturday classes.

[44] Schools do not have to have a dress code, but they should be able to describe their reasoning if they have not adopted one. Dress code examples include prohibiting baggy pants, un-tucked shirts, overcoats and long jackets, and gang colors or symbols.

[45] The Department of Juvenile Justice and the Department of Education are examples of such agencies.

Attachment: 2012bpi OPPAGA (3781 : 2011-2012 School Safety & Security Self-Assessment-OPPAGA)

School Safety & Security Best Practices With Their Associated Indicators
2011-2012 School Safety and Security Self-Assessment Form

Safety Programs and Curricula

20. Each school has a system in place to identify, assess, and minimize the risk for students indicating a threat of or exhibiting suicidal behavior.

Indicators of Meeting the Best Practice

a. The district teaches instructional and non-instructional staff warning signs associated with students who pose a risk for suicidal behavior.	Yes x	No	In Progress	N/A
b. The district facilitates and encourages requests for assistance with students who pose a risk for suicidal behavior.	Yes x	No	In Progress	N/A
c. The district provides timely access to professional staff trained to evaluate student risk for suicidal behavior and provides training and consultation for appropriate staff.	Yes x	No	In Progress	N/A
d. The district has developed procedures for the appropriate management of students determined to be at risk for suicidal behavior, including supervision, duty to warn, and community-based referrals.	Yes x	No	In Progress	N/A
e. The district has developed procedures for guiding the support of students re-entering the school environment following hospitalization, suicide attempt, or those surviving the suicide attempt of a peer.	Yes x	No	In Progress	N/A

Related Statutes and Rules

Does the District Meet the Best Practice(explain if applicable)	Yes	No	In Progress	N/A
The district employs 2 social workers assigned as Baker Act specialists. They provide both assessments and follow-up for every student that is hospitalized. The district also has formed a team including the Baker Act specialist, threat assessment coordinator and bully specialist to identify and provide services to common students.	x			

Strategies and Actions to Be Taken

Fiscal Impact and Timeline

Attachment: 2012bpi OPPAGA (3781 : 2011-2012 School Safety & Security Self-Assessment-OPPAGA)

School Safety & Security Best Practices With Their Associated Indicators
2011-2012 School Safety and Security Self-Assessment Form

Facilities and Equipment

21. The district designs educational facilities and sites to enhance security and reduce vandalism through the use of "safe school design" principles.

Indicators of Meeting the Best Practice

	Yes	No	In Progress	N/A
a. The district incorporates Crime Prevention Through Environmental Design (CPTED) principles in the maintenance, renovation, and construction of district educational facilities. CPTED principles include • natural access and control of schools and campuses; • natural surveillance of schools and campuses both from within the facility and from adjacent streets by removing obstructions or trimming shrubbery; • school and campus territorial integrity, such as securing courtyards, site lighting, building lighting; • audio and motion detection systems covering ground floor doors, stairwells, offices and areas where expensive equipment is stored; • exterior stairs, balconies, ramps, and upper level corridors around the perimeter of buildings that have open-type handrails or other architectural features to allow surveillance; • open areas, such as plazas, the building's main entrance, parking lots, and bicycle compounds that are designed so they are visible by workers at work stations inside the buildings; and • designs that will promote the prevention of school crime and violence, such as exterior architectural features without footholds or handholds on exterior walls, tamper-proof doors and locks, and non-breakable glass or shelter window protection systems. Landscaping and tree placement should be designed so they do not provide access to roofs by unauthorized persons. Sections of schools commonly used after hours should be separated by doors or other devices from adjacent areas to prevent unauthorized access. Locks should be installed on roof hatches and slippery finishes should be applied to exterior pipes.	x			
b. The district can demonstrate that Crime Prevention Through Environmental Design and other appropriate safety features are incorporated into the design of all new construction. [46, 47]	x			
c. The district can demonstrate that whenever facilities are renovated or remodeled, safety needs are assessed and safety designs are revised or added to the facility. [48]	x			
d. The district can demonstrate that facility maintenance incorporates principles of Crime Prevention Through Environmental Design. [49]	x			

Related Statutes and Rules

Does the District Meet the Best Practice(explain if applicable)	Yes	No	In Progress	N/A
The District has employed personnel in the Facilities, Design & Construction Dept. who are knowledgeable and experienced of Crime Prevention through environmental design. All schools construction is reviewed for compliance of educational specifications. The district continues to identify capital outlay funds to address the cost of retrofitting to enhance security.	x			
Strategies and Actions to Be Taken				
Fiscal Impact and Timeline				

[46] CPTED design principles include natural surveillance of school grounds, access control, and territoriality. CPTED design features include, but are not limited to, controlled access entrances, fencing, sufficient entrances and exits, signage, and front desks having views of the entrance. For more information, consult the Florida Safe School Design Guidelines (http://www.fldoe.org/edfacil/safe_schools.asp).

[47] Training in Crime Prevention Through Environmental Design is available from the state's Department of Education.

[48] These needs and designs include lighting, break-proof doors, security systems, and fencing. Essentially, is safety reviewed and addressed as part of the renovation or remodeling process?

[49] Such as territoriality and ownership.

Attachment: 2012bpi OPPAGA (3781 : 2011-2012 School Safety & Security Self-Assessment-OPPAGA)

School Safety & Security Best Practices With Their Associated Indicators
2011-2012 School Safety and Security Self-Assessment Form

Facilities and Equipment

22. The district has procedures that govern access to each educational facility and its students, and access is limited to authorized students and visitors.

Indicators of Meeting the Best Practice

a. Access to campuses and educational facilities is limited to authorized individuals.	Yes x	No	In Progress	N/A
b. Each educational facility has a clearly marked central point for receiving and screening all visitors. [50]	Yes x	No	In Progress	N/A
c. Each educational facility has a procedure regarding the release of students to parents, guardians, or other persons. [51]	Yes x	No	In Progress	N/A
d. Buildings are secured when unoccupied, but security devices shall not prevent egress from the building at any time. [52]	Yes x	No	In Progress	N/A
e. There is a key control program to account for all keys to all buildings, rooms, and gates.	Yes x	No	In Progress	N/A

Related Statutes and Rules

Does the District Meet the Best Practice(explain if applicable)	Yes	No	In Progress	N/A
Through the efforts of the Office of the School Architect and local law enforcement, all campuses comply with the security guidelines through SEPTED. All schools are monitored through Sonitrol.	x			

Strategies and Actions to Be Taken

Fiscal Impact and Timeline

[50] This will require signs throughout the school telling visitors where to check in and training staff to ensure that visitors check in at the appropriate location.

[51] This would include procedures such as identification checks.

[52] This would include times the building is or should be unoccupied such as after being closed for the night or the weekend.

Attachment: 2012bpi OPPAGA (3781 : 2011-2012 School Safety & Security Self-Assessment-OPPAGA)

School Safety & Security Best Practices With Their Associated Indicators
2011-2012 School Safety and Security Self-Assessment Form

Facilities and Equipment

23. The district ensures that playgrounds are properly constructed, maintained, and supervised so as to reduce the risk of injury.

Indicators of Meeting the Best Practice

a. The district follows US Consumer Product Safety Commission guidelines and consults with other authorities regarding playground construction materials and regulations.	Yes x	No	In Progress	N/A
b. District personnel conduct regular maintenance checks of playground equipment and ground cover surfaces, and document conditions in need of repair, replacement, or maintenance.	Yes x	No	In Progress	N/A
c. The district identifies and corrects playground deficiencies in a timely manner.	Yes x	No	In Progress	N/A
d. Playground areas are supervised when children are present and using the areas during school hours.	Yes x	No	In Progress	N/A
e. Playgrounds are located away from any public ways, service driveways, parking lots, or public sidewalks.	Yes x	No	In Progress	N/A

Related Statutes and Rules

Does the District Meet the Best Practice(explain if applicable)	Yes	No	In Progress	N/A
The District's specifications for playground equipment follow the industry's standards and are IPEMA Certified for safety. The equipment exceeds ASTM and SPSC safety guidelines and is built to ADA standards. All playgrounds are inspected by school staff daily and certified district inspector annually.	x			

Strategies and Actions to Be Taken

Fiscal Impact and Timeline

Attachment: 2012bpi OPPAGA (3781 : 2011-2012 School Safety & Security Self-Assessment-OPPAGA)

School Safety & Security Best Practices With Their Associated Indicators
2011-2012 School Safety and Security Self-Assessment Form

Facilities and Equipment

24. Each educational facility has appropriate equipment to protect the safety and security of property and records.

Indicators of Meeting the Best Practice

a. Each educational facility has a security system that was selected or designed with input from security professionals. [53, 54]	Yes x	No	In Progress	N/A
b. The district can demonstrate that current security equipment is inspected and reviewed annually by safety and security professionals.	Yes x	No	In Progress	N/A
c. Each educational facility maintains evacuation and disaster recovery kits that include copies of all necessary records as well as basic equipment, as required by district emergency response procedures. [55, 56 57]	Yes x	No	In Progress	N/A
d. The district ensures that school buses and other fleet equipment are adequately secured when not in use. [58]	Yes x	No	In Progress	N/A

Related Statutes and Rules

Does the District Meet the Best Practice(explain if applicable)	Yes	No	In Progress	N/A
The District has installed, upgraded and maintains a security system for all facilities including cameras, security fencing and alarm monitoring at a central location in School's Police. Annual safety and fire inspections are conducted by Facility Managers who also work with municipal and private companies for security improvements.	x			

Strategies and Actions to Be Taken

Fiscal Impact and Timeline

[53] This may include alarm systems as well as equipment such as fencing. Not all schools will require electronic security so the selection of security systems should be based on hazard analyses with input from security professionals.

[54] This would include professionals such as local fire authority, police, and security experts.

[55] One kit should be in the main office, but another should be kept at the opposite side of the site in case the office is inaccessible or damaged.

[56] This includes records such as of staff and student medical records, student and staff rosters, school floor plan, school safety plan, personnel trained in CPR, cell phone, first aid kit, emergency medicine, weather gear, and bullhorn.

[57] Refer to the 2006-07 Disaster & Crisis Management Guidebook: http://www.ncef.org/pubs/edfacilities-disaster-management-guidebook-2007.pdf

[58] Bus compounds should have adequate fencing, lighting, or other security measures to ensure adequate access control.

Attachment: 2012bpi OPPAGA (3781 : 2011-2012 School Safety & Security Self-Assessment-OPPAGA)

School Safety & Security Best Practices With Their Associated Indicators
2011-2012 School Safety and Security Self-Assessment Form

Facilities and Equipment

25. The district provides appropriate safety equipment and information to prevent injuries to students and others.

Indicators of Meeting the Best Practice

a. Each educational facility is equipped with fully stocked first aid kits and fire extinguishers with current inspection tags.	Yes x	No	In Progress	N/A
b. The district has provided appropriate safety equipment in instructional areas with dangerous equipment or chemicals. [59]	Yes x	No	In Progress	N/A
c. The district can demonstrate that students and school personnel are trained in the appropriate safety procedures for dealing with dangerous tools, equipment, or chemicals.	Yes x	No	In Progress	N/A
d. The district supplies all necessary protective equipment to minimize the number of injuries related to athletic activities. All athletic equipment is maintained in a safe condition. [60]	Yes x	No	In Progress	N/A

Related Statutes and Rules

ss. 1006.063, 1006.165 *F.S.*

Does the District Meet the Best Practice(explain if applicable)	Yes	No	In Progress	N/A
First Aid Kits, Defibrillators & fire extinguishers are tested/certified annually with monthly inspections conducted by the HPO & are immediately available during all school functions/sporting events. Appropriate safety equipment and training is provided for all employees. Athletic equipment in annually inventoried and the condition is assessed. Safety inspections are conducted annually on site based field equipment.	x			

Strategies and Actions to Be Taken

Fiscal Impact and Timeline

[59] Dangerous equipment or chemicals includes machinery such as saws or drills for shop class, chemicals for chemistry classes, scalpels for biology, and so forth.

[60] For example, the district ensures that automated external defibrillators are available as required in statute and that athletes wear the proper protective equipment and are properly supervised during practices.

Attachment: 2012bpi OPPAGA (3781 : 2011-2012 School Safety & Security Self-Assessment-OPPAGA)

School Safety & Security Best Practices With Their Associated Indicators
2011-2012 School Safety and Security Self-Assessment Form

Facilities and Equipment

26. The district follows environmental and food safety health practices and regulations.

Indicators of Meeting the Best Practice

a. The district follows all appropriate food safety health practices and regulations.	Yes x	No	In Progress	N/A
b. The district documents that appropriate personnel have received information and materials pertaining to their safety-related duties, rights, and responsibilities under Florida law, federal law, and OSHA.	Yes x	No	In Progress	N/A
c. The district complies with all appropriate federal and state requirements for facility safety. [61]	Yes x	No	In Progress	N/A
d. The district maintains a copy of the state and local health regulations. All school sites have a copy of the local health regulations.	Yes x	No	In Progress	N/A
e. The district distributes written emergency procedures and plans to each *cafeteria site* for reporting, investigating, and correcting the cause of any food safety incidents and these documents are distributed to the principal and made available to all employees.	Yes	No	In Progress	N/A
f. The district distributes written emergency procedures and plans to each *school site* for reporting, investigating, and correcting the cause of any environmental incidents and these documents are distributed to the principal and made available to all employees.	Yes x	No	In Progress	N/A

Related Statutes and Rules

Does the District Meet the Best Practice(explain if applicable)	Yes	No	In Progress	N/A
District personnel monitor all safety related procedures to maintain optimum safety procedures for all staff and students.	x			

Strategies and Actions to Be Taken

Fiscal Impact and Timeline

[61] Examples include EPA guidelines, Occupational Safety and Health Administration's Hazardous Communication Standards, federal and state regulations regarding hazardous materials plans, Asbestos Hazardous Emergency Response Act rules, and other mandated environmental and safety issues.

School Safety & Security Best Practices With Their Associated Indicators
2011-2012 School Safety and Security Self-Assessment Form

Facilities and Equipment

27. The district has worked with staff or members of the Campus Security component of the Regional Domestic Security Task Force to develop a Pre-incident Security Enhancement plan. [62]

Indicators of Meeting the Best Practice

a. The district ensures that all appropriate district personnel are familiar with the National Infrastructure Protection Plan.[63]	Yes x	No	In Progress	N/A
b. A vulnerability assessment has been conducted on all educational and ancillary facilities.[64]	Yes x	No	In Progress	N/A
c. The Security Plan is NIMS compliant (see Best Practice #7 under Safety Planning) and is aligned with the School Safety Plan (Best Practice #4).	Yes x	No	In Progress	N/A
d. The district has participated in a regional domestic security task force exercise.[65]	Yes x	No	In Progress	N/A

Related Statutes and Rules

Does the District Meet the Best Practice(explain if applicable) Vulnerability assessments have been conducted & the findings distributed to school based & side based personnel & identified deficiencies have been/being corrected. SB Policy requires district compliance as defined in the Statewide Policy for Strengthening Domestic Security in Florida's Public Schools. PC Schools Police regularly participate in scenarios based training exercises which include terrorism related incidents.	Yes x	No	In Progress	N/A

Strategies and Actions to Be Taken

Fiscal Impact and Timeline

[62] Information related to the Domestic Security Task Force can be found on the Florida Department of Law Enforcement website: http://www.fdle.state.fl.us/Content/Domestic-Security/Menu/Domestic-Security-Organization.aspx.

[63] Can be included with the In-Service Training described in Best Practice #11.

[64] See Best Practice #7.

[65] Exercises may include the following types: workshop, tabletop, drill, functional, or full scale.

Attachment: 2012bpi OPPAGA (3781 : 2011-2012 School Safety & Security Self-Assessment-OPPAGA)

School Safety & Security Best Practices With Their Associated Indicators
2011-2012 School Safety and Security Self-Assessment Form

Transportation

28. The district has procedures to create a safe and orderly process for students arriving at or leaving each school campus.

Indicators of Meeting the Best Practice

a. School bus service driveways at each school meet the requirements of the State Requirements for Educational Facilities (SREF) Chapter 5.	Yes x	No	In Progress	N/A
b. The district and charter schools have procedures to ensure the safety of children arriving at each school or leaving each school campus, including those who walk, ride bicycles, ride in buses, or are passengers or drivers in private vehicles.	Yes x	No	In Progress	N/A
c. Whenever feasible, existing schools are renovated to provide for separate drop-off and pick-up areas for school buses and parents' and other private passenger vehicles.	Yes x	No	In Progress	N/A
d. Whenever feasible existing schools are renovated to provide for separation of vehicular and pedestrian traffic. [66]	Yes x	No	In Progress	N/A
e. Whenever feasible existing schools are renovated to provide for separation of bicycle access and bicycle parking from vehicular and pedestrian traffic.	Yes x	No	In Progress	N/A

Related Statutes and Rules

ss. 1006.21, 1006.22, 1006.23, *F.S.;* Rules 6A-2.001 and 6A-3.0171(2)(e)2.b., *F.A.C.*

Does the District Meet the Best Practice(explain if applicable)	Yes	No	In Progress	N/A
SREF/Fire Inspections are conducted annually including driveways. Facility Managers work with school staff and STEPS committee to ensure safe arrival/dismissal for all students as well as safe passageway for all vehicle, pedestrian and bicycle traffic.	x			

Strategies and Actions to Be Taken

Fiscal Impact and Timeline

[66] In general, 27c and 27d should be feasible except where prohibited by the physical structure of the school or county regulations.

10.10.a

Attachment: 2012bpi OPPAGA (3781 : 2011-2012 School Safety & Security Self-Assessment-OPPAGA)

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Transportation

29. The district has implemented policies, procedures, and practices that ensure the safety of transported students.

Indicators of Meeting the Best Practice

a.	The district and charter schools have procedures to ensure the safety of designated school bus routes and to ensure that bus stops are designated in the most reasonably safe locations. [67]	Yes x	No	In Progress	N/A
b.	All persons transporting students, including school personnel, charter school personnel, and contractors, are properly licensed, trained, and qualified.	Yes x	No	In Progress	N/A
c.	The district and each charter school monitor school bus operators' driving records and have adopted a safe driver plan that defines the threshold for unacceptable levels and types of violations by all persons transporting students and specifies consequences for those who exceed the threshold.	Yes x	No	In Progress	N/A
d.	Each school principal ensures that all transported students receive instruction in safe riding practices and rules of conduct and that these safety practices and rules are communicated to parents or guardians. This includes the parents' or guardians' shared responsibility for the safety of their children when they are not under district supervision while traveling to and from school or the bus stop.[68]	Yes x	No	In Progress	N/A
e.	The district clearly communicates, such as through a checklist, what steps district staff will take in response to transportation accidents or other transportation emergencies. [69]	Yes x	No	In Progress	N/A
f.	The school district has implemented procedures to ensure compliance with laws and rules related to limiting proximity of bus stops to statutorily specified sexual offenders under conditional release.	Yes x	No	In Progress	N/A
g.	The school district has a procedure to communicate to bus drivers information regarding registered sexual offenders and predators who reside near designated bus stops.	Yes x	No	In Progress	N/A
h.	The school district has a procedure to ensure that students are safely transported to and from schools and released only at approved locations and under approved circumstances.	Yes x	No	In Progress	N/A
i.	The school district has implemented procedures for timely review and correction of safety hazards reported at bus stop locations; such procedures shall include consideration of the risks to students who are unaccompanied at bus stop locations.	Yes x	No	In Progress	N/A
j.	The school district and charter schools inform parents, guardians and students at least annually in writing of their responsibilities and related district policies to ensure safe travel and conduct of students not under the custody and control of the school district or charter school.	Yes x	No	In Progress	N/A

Related Statutes and Rules

ss. 316.6145, 775.21, 943.0435, 944.607, 947.1405(7)(a), 1006.147(2)(b), 1006.22(12)(c), and 1012.45, *F.S.;* Rules 6A-3.0141, 6A-3.0151, and 6A-3.0171, *F.A.C.*

Does the District Meet the Best Practice(explain if applicable)	Yes	No	In Progress	N/A
The District follows all statutes, policies and rules set forth by the state and local school board. Written guidelines and procedures are in place within both the routing, training and operational areas of the department	x			

[67] Procedures should include such requirements as timely reporting and identification of potential hazards by bus operators, reliable intake of reports of potential hazards by parents and other community members, physical reviews of each route and stop location by transportation personnel at least annually, and correction of agreed hazards.

[68] Student training should include at least the following: safe practices while waiting for, boarding, and disembarking from the bus; safe behavior while riding in the bus; school bus evacuation procedures; safe behavior at railroad crossings; and use of safety restraints (if applicable).

[69] District staff should include both bus drivers as well as other affected staff.

Attachment: 2012bpi OPPAGA (3781 : 2011-2012 School Safety & Security Self-Assessment-OPPAGA)

School Safety & Security Best Practices With Their Associated Indicators

2011-2012 School Safety and Security Self-Assessment Form

Strategies and Actions to Be Taken
Fiscal Impact and Timeline

Attachment: 2012bpi OPPAGA (3781 : 2011-2012 School Safety & Security Self-Assessment-OPPAGA)

School Safety & Security Best Practices With Their Associated Indicators
2011-2012 School Safety and Security Self-Assessment Form

Transportation

30. School buses, including buses operated by schools, charter schools, and contractors, are inspected and maintained in accordance with state laws and state Department of Education rules.

Indicators of Meeting the Best Practice

		Yes	No	In Progress	N/A
a.	School bus operators perform pre-trip inspections of school bus safety items and correct deficiencies before buses are used to transport students, and school bus operators perform post-trip inspections to ensure no students are left on buses.	x			
b.	School bus inspections are performed at least each 30 school days, and inspectors are trained and certified, consistent with the required procedures and criteria in the *Florida School Bus Safety Inspection Manual*. [70]	x			
c.	District procedures for school bus repair, maintenance, and quality control ensure that buses are only returned to service to transport students when all safety and mechanical systems meet the requirements of the *Florida School Bus Safety Inspection Manual*.	x			
d.	The district uses a quality control process to review, on a selective basis, the routine servicing and repair work done on vehicles in connection with the 30-day inspections and confirm the completeness of the service record.	x			

Related Statutes and Rules

s. 1006.22, *F.S.*, and Rules 6A-3.0171(2)(e) and 6A-3.0171(8), *F.A.C.*

Does the District Meet the Best Practice(explain if applicable)	Yes	No	In Progress	N/A
An AVL/GPS system has been installed in all buses to enable the department to monitor/insure all bus drives are following the required pre and post trip function inspections correctly. All school buses are inspected on a 25-day cycle to insure the 30 day requirement is met. All mechanics are required to maintain state certification as "School Bus Inspector."	x			
Strategies and Actions to Be Taken				
Fiscal Impact and Timeline				

[70] Staff should maintain a secure file that includes complete records of these inspections and all work done in connection with the inspections, confirming that all buses are inspected according to the established 30-day inspection schedule.

01/15/13 10:30 AM
Regular School Board Meeting
301 Fourth Street SW
Largo, FL 33770

Pinellas County Schools

ADOPTED

REQUEST FOR APPROVAL (ID # 3785)

January 15, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

FROM: MICHAEL A. GREGO, Ed.D., SUPERINTENDENT

SUBJECT: Request Approval of the Renewal of the Agreement With SCI Funeral Services of Florida, Inc. to Permit Continued SCI Access Across a Portion of the School District's V-6 Site

BACKGROUND:
In 1990 the school board acquired approximately 30 acres of vacant land, the V-6 site, in Largo. The site is located on the north side of Wilcox Road, east of Indian Rocks Road, next to Serenity Gardens Memorial Park. The site is being held for future school use.

A dirt/shell driveway located on the southwest corner of the subject site was used by Serenity Gardens for service vehicle access before the school district purchased the V-6 site. After the school district purchased the site, the board entered into an agreement in 1991 with Serenity Gardens permitting the continued use of the driveway by Serenity Gardens' vehicles. In exchange, Serenity Gardens mows a portion of the V-6 site. The agreement is for a period of ten (10) years beginning February 27, 2013 and ending February 26, 2023.

STRATEGIC DIRECTION: Community Relations

ALTERNATIVES:
1. Approve the renewal of the agreement.
2. Do not approve the renewal of the agreement.

RECOMMENDATION:
Alternative No. 1 is recommended.

RATIONALE:
This agreement permits an adjacent business, SCI Funeral Services of Florida, Inc., also known as Serenity Gardens, access through an unused school district site, and in exchange, Serenity Gardens mows a portion of the school district site at no cost to the school district.

IMPACT STATEMENT:
The agreement does not require any commitment of funds by the School Board.

DATA SOURCE:
David Koperski, School Board Attorney
Debbie Forster, Real Estate Analyst
Rick Chesler, Serenity Gardens Memorial Park
Imgard Johnson, SCI Funeral Services of Florida, Inc.

SUBMITTED BY:
Michael Bessette, Associate Superintendent, Operational Services

ATTACHMENTS:

- SCI Funeral Services (PDF)

AGREEMENT

THIS AGREEMENT, made this _____ day of _____ 2013 by and between the SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA, herein referred to as the "Board" and SCI FUNERAL SERVICES OF FLORIDA, INC., P O Box 130548, Houston, TX 77219-0548, or 1929 Allen Parkway, Houston, TX 77019, herein referred to as "SCI;"

WHEREAS, the Board is the owner of real property herein referred to as the "V-6 Site" located in Largo, Florida, as described in the attached Exhibit "A"; and

WHEREAS, SCI owns and operates Serenity Gardens Memorial Park, "Serenity Gardens," 13401 Indian Rocks Road, Largo, Florida; and

WHEREAS, SCI desires temporary ingress and egress to Serenity Gardens through a portion of the V-6 Site, as denoted on Exhibit "B", for the purpose of vehicular access; and

WHEREAS, the Board and SCI are willing to cooperate in this matter under certain conditions and provisions;

NOW, THEREFORE, in consideration of the covenants herein contained, and other good and valuable consideration, the Board will permit SCI access for temporary ingress and egress across a portion of the V-6 Site according to the terms, conditions and covenants herein contained. The parties hereto further covenant and agree as follows:

1. **Term of Agreement:** The term of the Agreement will be for a period of ten (10) years beginning February 27, 2013 and ending February 26, 2023.

2. **Grant of Access:** The Board permits SCI temporary ingress and egress across a portion of the V-6 Site for maintenance, construction and delivery vehicle ingress and egress, at the location as shown on Exhibit "B." It is understood by the parties that this grant will also apply to emergency vehicle access.

Attachment: SCI Funeral Services (3785 : Renewal of Agreement Wi/ SCI Funeral Services FL Inc./V-6 Site)

3. **Mowing of V-6 Site:** SCI will mow a portion of the V-6 Site not less than twice nor more than four times during each year of this Agreement, on that portion of the V-6 site and per a mowing schedule as agreed to by the Board's Maintenance Department Manager of Facility Services and the General Manager for Serenity Gardens, or their designees.

4. **Improvements to Access Road:** SCI will be permitted to make improvements to the access road as shown on Exhibit "B" only after plans for said improvements have been approved by the Board's Real Estate Department. SCI will also be permitted to dredge the creek in the area of the access road when needed.

5. **Hold Harmless:** SCI shall save harmless and indemnify the Board, its officers, agents and employees, on account of the negligent acts of SCI's employees, agents, volunteers, invitees, oversees, licensees, or participants or on account of any unsafe conditions that may exist as a result of the negligent operation of the subject facilities. SCI agrees to be responsible for the safety of their own employees, agents, volunteers, invitees, oversees, licensees, or participants in their respective programs in cases of accidental injury, except as noted above. The Board will be responsible for its own negligence in connection with its ownership and use of the subject property, subject to the limitation and defenses provided by Section 768.28, F.S.

6. **Proof of Insurance/Required Limits of Liability:** SCI will provide the Board a certificate of insurance evidencing comprehensive general liability insurance in the minimum amount of $1,000,000 for the duration of this Agreement. The Board will be listed as additional insured on the certificate and the Board's Real Estate Department will be listed as certificate holder on said certificate. Failure to provide proof of insurance may result in the immediate termination of this Agreement without prior notice. The Board will provide to SCI, if requested, proof of insurance coverage or self-insurance in the amounts set forth in Florida statutes.

Attachment: SCI Funeral Services (3785 : Renewal of Agreement Wi/ SCI Funeral Services FL Inc./V-6 Site)

7. **Termination of Lease:** This Agreement will remain in effect unless terminated by either party as follows:

a. Upon breach of this Agreement by a party, the other party will give written notice of termination of this Agreement specifying the claimed breach and the action required to cure the breach. If the breaching party fails to cure the breach within five (5) days from receipt of said notice, then the Agreement will terminate ten (10) days from receipt of the written notice;

b. Either party may terminate this Agreement, without cause, by giving written notice to the other party that the Agreement will terminate 180 days from the receipt of said notice by the other party.

8. **Assignment:** This Agreement may not be assigned by SCI without the written permission of the Board's Superintendent of Schools, or the Superintendent's designee.

9. **No Improper Use:** SCI agrees to make no unlawful, improper, or offensive use of the V-6 Site. SCI will not use or permit the V-6 Site to be used for any purpose other than temporary ingress and egress for construction, maintenance and delivery vehicles of SCI, or its contractors. SCI will not use or permit any usage that results in a material alteration of the V-6 Site real property without the written consent of the Board's Real Estate Department. SCI will not perform any act that may be prohibited under standard forms of liability or fire insurance policies, nor use the real property for any such purposes prohibited therein. In addition, no use will be made that will result in: 1) waste on the real property; or 2) damage to the real property; 3) a public or private nuisance or any other act that may disturb the quiet enjoyment of others.

10. **Unforeseen Questions:** Unforeseen questions will be decided by SCI's Vice President of the Real Estate Department or the Vice President's designee and the Board's Superintendent

Attachment: SCI Funeral Services (3785 : Renewal of Agreement Wi/ SCI Funeral Services FL Inc./V-6 Site)

of Schools, or the Superintendent's designee.

11. **Possession of Property:** SCI will keep said gate locked at all times, except to permit access for its vehicles. In no case will SCI permit the gate to be open prior to 6:00 a.m. or after 6:00 p.m., except that earlier or later times for Easter, Memorial Day or Christmas services; or on other days specifically requested by SCI and agreed to by the Board's Real Estate Department. SCI will be responsible for the removal of illegal dumping that may occur on the property as the result of SCI's failure to properly secure the ingress/egress gate when said gate is not being used. The Board will be permitted access to its real property at any time during the term of this lease.

12. **Notices:** All written notices to SCI and the Board concerning the Agreement will be sufficient if sent by the parties in the United States mail, certified mail, return receipt requested, postage paid, to the addresses as follows:

For Board:
School Board of Pinellas County, Fl
Attn: Real Estate Department
11111 S. Belcher Road
Largo, Florida 33773

For SCI:
Vice President
Real Estate Department
SCI Management Corporation
P O Box 130548
Houston, TX 77219-0548

Copy to:
Serenity Gardens Memorial Park
13401 Indian Rocks Road
Largo, FL 33370

13. **Headings:** The headings of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope of intent of this Agreement or any part hereof, or in any way affect the same, or construe any provision hereof.

Attachment: SCI Funeral Services (3785 : Renewal of Agreement Wi/ SCI Funeral Services FL Inc./V-6 Site)

WITNESS our hands and seals this _____ day of _____, 2013.

Signed, sealed and delivered in the presence of:

SCI FUNERAL SERVICES OF FLORIDA, INC.

_____
Representative

_____
Attest

SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

_____
Chairperson

_____
Superintendent

Approved as to Form

_____
School Board Attorney

Attachment: SCI Funeral Services (3785 : Renewal of Agreement Wi/ SCI Funeral Services FL Inc./V-6 Site)

EXHIBIT "A" - LEGAL DESCRIPTION

PROPERTY LOCATION

Along the north side of Wilcox Road, approximately 617 feet west of Vonn Road, Largo, Florida.

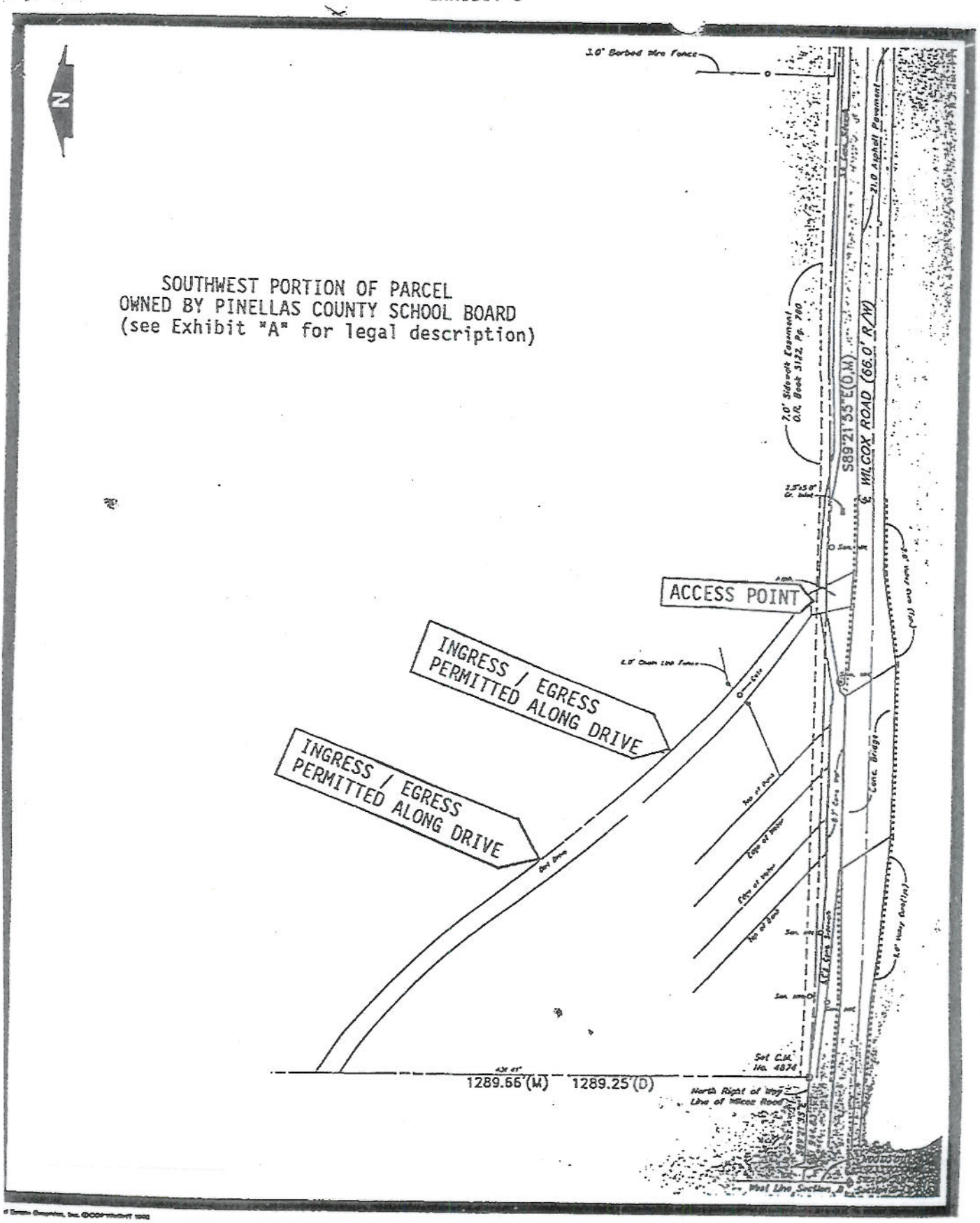
LEGAL DESCRIPTION

A PORTION OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 30 SOUTH, RANGE 15 EAST OF PINELLAS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF THE NW. 1/4 OF THE NW. 1/4 OF SECTION 8, TOWNSHIP 30 SOUTH, RANGE 15 EAST, RUN NORTH 00.05'01" EAST ALONG A LINE COMMON TO SECTIONS 7 AND 8, 33.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF WILCOX ROAD; THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 89.21'55" EAST 944.83 FEET TO THE POINT, OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT OF WAY LINE SOUTH 89.21'55" EAST 1060.21 FEET; THENCE NORTH 00.13'58" EAST 627.28 FEET; THENCE SOUTH 89.19'47" EAST, 52.84 FEET; THENCE NORTH 00.14'44" EAST, 330.14 FEET; THENCE NORTH 89.18'45" WEST, 275.35 FEET; THENCE NORTH 00.14'42" EAST, 330.40 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 8; THENCE ALONG SAID SECT10N LINE NORTH 89.17'11" WEST, 839.54 FEET; THENCE SOUTH 00.01'25" EAST, 1289.25 FEET TO THE POINT OF BEGINNING, LESS THAT PART SOLD TO PINELLAS COUNTY FOR RIGHT OF WAY IN OFFICIAL RECORD BOOK 6891, PAGE 1255, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

Attachment: SCI Funeral Services (3785 : Renewal of Agreement Wi/ SCI Funeral Services FL Inc./V-6 Site)

EXHIBIT B



Attachment: SCI Funeral Services (3785 : Renewal of Agreement Wi/ SCI Funeral Services FL Inc./V-6 Site)

01/15/13 10:30 AM
Regular School Board Meeting
301 Fourth Street SW
Largo, FL 33770

Pinellas County Schools

ADOPTED

REQUEST FOR APPROVAL (ID # 3784)

January 15, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

FROM: MICHAEL A. GREGO, Ed. D., SUPERINTENDENT

SUBJECT: Request Approval of the Renewal of the Agreement With Ruth Eckerd Hall, Inc.

BACKGROUND:
In 2008, the School Board entered into an agreement with Ruth Eckerd Hall to provide a consistent contractual format for the use of Ruth Eckerd Hall facilities. The renewal of this agreement is for a period of five (5) years beginning February 12, 2013 and ending February 11, 2018.

STRATEGIC DIRECTION: Managing Productive Systems

ALTERNATIVES:
1. Approve the agreement.
2. Do not approve the agreement.

RECOMMENDATION:
Alternative No. 1 is recommended.

RATIONALE:
Ruth Eckerd Hall has been used for graduations and other school district events for decades. Approval of the renewal of the agreement will enable multiple school district departments to continue the use of Ruth Eckerd Hall facilities under one Board-approved agreement, without the need to take each use as a separate agenda item to the School Board.

IMPACT STATEMENT:
The agreement does not require any commitment of funds by the School Board.

DATA SOURCE:
David Koperski, School Board Attorney
Debbie Forster, Real Estate Analyst
Jeffrey Hartzog, Ruth Eckerd Hall, Inc.
Lisa Taylor, Ruth Eckerd Hall, Inc.

SUBMITTED BY:
Michael Bessette, Associate Superintendent, Operational Services

ATTACHMENTS:

- Ruth Eckerd Hall (PDF)

AGREEMENT

This Agreement, made and entered into this _____ day of _____, 2013, by and between RUTH ECKERD HALL, INC., herein referred to as the "Center," located at 1111 McMullen Booth Road, Clearwater, Florida, and the SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA, located at 301 Fourth Street SW, Largo, Florida, herein referred to as the "Board;"

W I T N E S S E T H:

WHEREAS, the Board owns and operates public schools throughout Pinellas County, Florida; and

WHEREAS, any particular public school, hereinafter referred to as "School," may desire to use the Center for various School-related activities; and

WHEREAS, the Center is agreeable to use of the Center for such School-related activities under certain conditions and provisions as set forth below;

NOW, THEREFORE, in consideration of the covenants herein contained and other good and valuable consideration, the Board and the Center, agree as follows:

1. Term:

The term of this Agreement will be for a period of five (5) years beginning February 12, 2013, and ending February 11, 2018. This Agreement may be extended for additional five-year periods under the same terms and conditions set forth herein, or upon such other terms and conditions as the parties mutually agree in writing.

2. Use Approval Process:

The Center may be used at dates and times as approved by the School Principal and Center Director, or their specified designees. After the use has been approved, the Center Director, or specified designee, will contact the Board's Real Estate Department to initiate a Facility Use Authorization Form (see sample as Exhibit "A"), which when fully executed by the Board's Real Estate Department and the Center's Director, or their specified designees, will be considered an amendment to this Agreement. Each Facility Use Authorization Form will state the dates and times of use, and costs to be paid by the School. An Estimated Expenses form prepared by the Center will be added to the Facility Use Authorization Form. It is understood by the parties that only the Board's Superintendent of Schools, Real Estate Department, or their specified designees, may execute the Facility Use Authorization Form for the School.

3. Liability and Insurance:

The parties will each be responsible for their own acts of negligence, or their respective employees', agents', or volunteers' acts of negligence when acting within the scope of their assigned responsibilities, arising out of or related to the maintenance, use or operation of the subject facilities, with Board liability being limited by the monetary limitations and defenses

Attachment: Ruth Eckerd Hall (3784 : Renewal of Agreement with Ruth Eckerd Hall, Inc.)

contained in Section 768.28. F.S. The Center will provide the Board a certificate of comprehensive general liability insurance coverage in the amount of at least $1,000,000, listing the School Board of Pinellas County, Florida, as additional insured. The Board will provide the Center, if requested, proof of insurance coverage or self-insurance, listing Ruth Eckerd Hall, Inc. as additional insured, in an amount sufficient to cover the Board's exposure to liability as set forth in Section 768.28, F.S.

4. Deposits:

Schools will pay a deposit to the Center within thirty (30) days of execution of the Facility Use Authorization Form for that School's event. The amount of the advance payment will be as agreed to by the Center and the School.

5. Final Payments:

Final payments must be made to the Center no later than 15 days after the performance date. If payments are not made by this time a 1% interest rate per month will automatically be added to the School's bill. Additionally, no future dates will be held until final payment has been made. Any unused portion of the reimbursable costs will be returned to the School with final settlement statements as soon thereafter as possible.

6. State Sales Tax:

The Board is state sales tax exempt.

7. Non-Taxable Services:

The Board is state sales tax exempt.

8. Cancellation of Event By School:

Should a School desire to cancel a use of the Center, notification must be given in writing to the Center as least six (6) months prior to the date of scheduled event. In the case of cancellation by the School with less than six (6) months' notice, the Center may require the full deposit made by the School, as liquidated damages, and the School and the Center will be relieved of any further obligations under the Facility Use Authorization Form and this Agreement with respect to said use. Notwithstanding the foregoing, if the Center is able to re-let the Center's facilities which are the subject of the School's use, the School will only be subject to liquidated damages if the re-let results in the Center not receiving at least the amount of the deposit from the re-let, and then only to the extent of the balance of the deposit, if any, after offsetting the amount received from the re-let.

9. Cancellation of Event By Center:

Should the Center desire to cancel a use or be unable to perform under this Agreement, notification will be given to the School at least six (6) months prior to the date of scheduled use. The Center will return any rent payments and the School and the Center will be relieved of any

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further obligations under this Agreement.

10. Performance Bond:

Not required.

11. Union Agreements:

Schools will abide by any agreements or contracts currently in force between the Center and any labor unions.

12. Reasons For Termination of Agreement:

This Agreement will remain in effect unless terminated by either party as follows:

A. Upon breach of this Agreement by a party, the other party will give written notice of termination of this Agreement specifying the claimed breach and the action required to cure the breach. If the breaching party fails to cure the breach within fifteen (15) days from receipt of said notice, then this Agreement shall terminate and be of no further force or effect other than the cancellation provisions in Section 8.

B. Either party may terminate this Agreement without cause at any time during the five (5) year term by giving written notice to the other party that the Agreement will terminate thirty (30) days from the receipt of said notice by the other party; provided, however, that any presently scheduled use shall either proceed as scheduled or shall be canceled in accordance with the terms of this Agreement.

13. Assignation of Rights:

Neither party will assign this Agreement or any rights hereunder, nor sublet Center's premises without the written consent of the parties.

14. Usage Policy:

Each School will observe and abide by the Center's usage policies, as listed herein.

A. Usage Policy; Introduction:

i. The Center's usage policies must be adhered to by the Schools.

ii. Should the School be found in violation of any of the provisions of this Agreement, the Center will immediately consider the Facility Use Authorization Form for the School's event null and void, and the School will forfeit all advance payments made to the Center and be liable for all rental fees and other expenses incurred whether or not the performance actually occurs.

iii. The Center's office is located at 1111 McMullen-Booth Road; phone number (727) 791-7060.

Attachment: Ruth Eckerd Hall (3784 : Renewal of Agreement with Ruth Eckerd Hall, Inc.)

iv. It shall be the responsibility of the School to completely inform the proper agents, employees of the School, contractors and subcontractors hired by the School, concerning the terms and conditions of this Agreement. For the Center's explanation or clarification of its rules, call the Assistant Director of Operations at (727) 712-2776.

v. Due to the varied nature of Center operations, all requirements and production costs cannot be completely defined within this Agreement. Additional specifications and costs may be determined after arrangements for each event have been established with the Center, as agreed to by the Center and the School.

vi. Checks for deposits, rent, maintenance and depreciation surcharge, and other expenses billed to the School should be made payable to Ruth Eckerd Hall, Inc. The Center reserves the right to request payment by cashier's check.

B. Usage Policy; Areas of Special Interest:

The following is a summation of School expenses, both fixed and optional. Also included is a listing of where an explanation of each expense can be found in the contents of this Agreement.

Fixed Expenses	Paragraph 14 Usage Policy
Royalties.....	Section C
Stagehands.....	Section D
Maintenance and Depreciation Surcharge	Section E.
Traffic Control & Parking Guards.....	Section E.
Security Guards.....	Section E.

Optional Expenses	
Video/Audio Recording.....	Section E
Food & Beverage Service.....	Section E
Advertising.....	Section F
Ticket Office Services.....	Section G

Rental Fees are as agreed to by the parties and are included in the Facility Use Authorization Form.

C. Usage Policy; Basic Provisions:

i. The School accepts the Center's premises as is: The Center or Center's agents have made no representation or promises with respect to the said building or leased premises except as herein expressly set forth. The utilization of the leased premises by the School shall be conclusive evidence, as against School, the School accepts same "as is" and that said premises and the building of which the same form a part were in good and satisfactory condition at the time such possession was so taken.

Attachment: Ruth Eckerd Hall (3784 : Renewal of Agreement with Ruth Eckerd Hall, Inc.)

a. Heat, etc.: As part of this Agreement, the Center will provide heat and air conditioning in compliance with the Federal energy guidelines, electrical power, water, and normal pre-and post-event cleaning, except restoring & cleaning of stage, which shall be the responsibility of the School.

b. Sublet/Use: The School may not sublet any rented space(s), or in any way assign the rented space(s) to any other person or organization. The School may not utilize the rented space(s) for any purpose or time period other than what is specified in the Agreement.

ii. Compliance with laws and licensing:

a. Compliance with laws: No activities in violation of federal, state, or local laws or of the board of health shall be permitted in Center premises, and it shall be the responsibility of the School, while under the terms and period of this Agreement, to enforce this provision.

b. Licenses, permits and copyrights: The School shall obtain and pay the fee for all licenses and permits necessary to conduct operations specified by this Agreement. The School will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices processes or dramatic rights used on or incorporated in the event. The Center may require evidence of such licenses being in effect, such as ASCAP, BMI and SESAC, etc.

c. Fire and safety codes: All sets, costumes, props, flashpots, laser lighting equipment, and any other material used by the School must conform to all existing fire and safety codes. The provisions of fire prevention code that prohibits smoking, flammable decorations, open flames, explosive or inflammable fluids, gases and compounds must be observed. The Center requires written evidence that all such codes have been observed and that operators have the required license(s). When pyrotechnics are used, the School must provide a "Clearwater Fire Department, Class A, Explosives Permit", along with a copy of the federal license of the person responsible for devising, supervising and discharging display. Payment of the "Fire Watch" with a minimum of two Fire Marshals will be the responsibility of the School.

d. Smoking: In compliance with Florida Clean Indoor Air Act, Section 386.201 of Florida Statutes, the Richard B. Baumgardner Center for the Performing Arts, including Ruth Eckerd Hall, is a non-smoking facility. However, smoking is permitted outside the Margarete Heye Great Room entrance and adjacent balconies. The School will fully cooperate in enforcing the "No Smoking" law at all times.

e. Non-resident aliens: Should the artist(s) to be presented by the School be a non-resident alien individual, partnership or corporation, the School expressly agrees to perform all obligations and to assume all liabilities as the withholding agent pursuant to the requirement of Section 1441 and 1442 of the Internal Revenue

Attachment: Ruth Eckerd Hall (3784 : Renewal of Agreement with Ruth Eckerd Hall, Inc.)

Code and federal regulations promulgated thereunder.

iii. The School will provide Center Management:

a. Tax exemption: The Board is state sales tax exempt.

b. Signed contract for act: The School agrees to furnish the Center, at the time of School Facility Use Authorization Form signing, a copy of the signed contract between School and the Act to be presented. Portions of this signed contract concerning financial arrangement with the School may be excised.

c. Royalty licenses: If the School holds any or all of the ASCAP, BMI, and SESAC licenses, a copy of these licenses must be provided; otherwise royalty charges will be assessed on the Final Expense Report.

iv. Public safety:

The School shall neither encumber nor obstruct the sidewalk in front of premises (or entrance to halls, stairs, lobbies, and audience chambers), nor allow the same to be obstructed or encumbered in any manner. The School further agrees not to bring onto the premises any material, substances, equipment, or object which is likely to endanger the life of, or cause bodily injury to any person on the premises, or which is likely to constitute a hazard to property thereon, without the prior approval of the Center Director. The Center shall have the right to refuse to allow any such material, substances, equipment or object be brought onto the premises and the further right to require its immediate removal therefrom if found thereon.

v. Cancellation:

In case of cancellation by the School, it shall be the responsibility of the School to make a reasonable amount of public announcements, at the School's expense, concerning the cancellation, as soon as possible following the cancellation and including all daily newspapers, news departments at all commercial television stations, and at any radio stations in which paid or unpaid advertisements for the event were run.

vi. Interruption or termination of event:

The Center shall retain the right to cause the interruption of any event in the interest of public safety, and to likewise cause the termination of such event when, in the sole judgment of the Center, such act is necessary in the interest of public safety.

vii. Evacuation of facility:

Should it become necessary, in the judgment of Center staff, to evacuate the

Attachment: Ruth Eckerd Hall (3784 : Renewal of Agreement with Ruth Eckerd Hall, Inc.)

premises because of a bomb threat or for other reasons of public safety, the School will retain possession of the premises for sufficient time to complete presentation of this activity without additional rental charge providing such time does not interfere with another event scheduled at the Center. If, at the discretion of Center Management, it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the discretion of Center Management based on the situation, and the School hereby waives any claim for damages or compensation from the Center.

viii. Bonding and additional security:

The Center, at its discretion, may require such bonding as is deemed necessary and may require additional security guards to be charged to the School.

ix. Damage and clean-up responsibility:

The School shall be responsible for any and all damages to Center premises caused by acts of the School or School's agents, employees, contractors, subcontractors, patrons, guests and artists whether accidental or otherwise. The School further agrees to leave REH premises in the same condition as existed on the date the School took possession, ordinary wear and use excepted. Additional charges incurred because of an unusual amount of post-event clean-up will be borne by the School. Restoring and cleaning of stage will be the responsibility of the School.

D. Usage Policy; Technical:

i. Stage manager:

The School agrees to furnish a qualified stage manager to run the event backstage or to accept the employment of a stage manager from the Center.

ii. Personnel:

Compensation will be at the prevailing stagehand rate and will include overtime, all insurance fees and taxes. The Center is a Union Hall, and all stagehands are arranged through I.A.T.S.E. local. The Center recognizes the Union as the sole representative for all employees employed in carpentry, electrical, property, sound, projection, wardrobe, truck loading, rigging and other related or incidental work in support of all stage performances. All terms and conditions as required by the Union concerning minimum hours, breaks, meal penalties, and minimum staffing will be observed by the School and enforced by the Center. Rates for stagehand labor are subject to change at any time. Questions concerning the Union requirements should be directed to the Center Technical Director at (727) 712-2711.

iii. Stagehand Calls:

Attachment: Ruth Eckerd Hall (3784 : Renewal of Agreement with Ruth Eckerd Hall, Inc.)

a. It is the Center's policy to require twenty-four (24) hours notice of cancellation of stagehand calls. If less than twenty-four (24) hours is given, the School will be charged a minimum five (5) hour call at the prevailing rates for each stagehand. Additional information regarding technical specifications may be obtained by contacting the Center Technical Director (727) 712-2711.

b. Only authorized professional personnel, as determined by Center management, are allowed to operate any theatre equipment.

iv. Delivery of goods:

a. Sets, costumes, and other materials belonging to the School delivered prior to contracted time will not be accepted by Center staff without written arrangements and additional charges to the School. The Center makes no guarantee that space would be available to receive materials arriving early.

b. The Center will not accept any goods shipped to the hall for the School, or for any person claiming to be acting for the School, if any sum is to be paid the carrier upon his delivery thereof.

c. The Center is not responsible for lost, damaged or stolen items.

v. Sound and lighting consoles:

Clearwater Fire Department regulations strictly limit the installation and operation of sound and/or lighting control consoles in the audience chamber of the auditorium.

vi. Time:

Time shall be of the essence of this Agreement and the time granted shall not be extended for the occupancy of use of the premises or for the installation or removal of equipment without the permission of the Center, and all such additional time shall be paid for according to the schedule of fees fixed by the Center, if such permission is granted.

vii. Telephone and fax charges:

Any expenses incurred by the Center for telephone and fax charges made necessary to properly execute the School's event will be paid by the School.

viii. Dressing room keys:

For each dressing room key required, the School agrees to pay a $500.00 deposit, which will be returned as keys are returned back to the Center Technical Director.

E. Usage Policy; House Performance:

Attachment: Ruth Eckerd Hall (3784 : Renewal of Agreement with Ruth Eckerd Hall, Inc.)

i. School representative:

The School will furnish to the Assistant Director of Operations the name, address and phone number of the School's representative. This representative will be the sole person authorized to make decisions or to negotiate with staff of the Center. This representative, who must be present at each performance, will be the sole person authorized to resolve problems and conflicts or to negotiate any alterations in performance procedure with the staff of the Center.

ii. Acts & Intermission:

The School agrees that for all programs lasting one (1) hour or more, excepting religious services or other engagements specifically excluded by the parties, an intermission of not less than 15 minutes be held, subject to modification by the Center, when necessary to meet unusual conditions. The length of acts and intermissions must be made known to the Assistant Director of Operations two weeks prior to the performance.

iii. Deposits and date confirmations:

A deposit of approximately 50% of total estimated costs and a signed contract will confirm rental dates. Until a completely executed Facility Use Authorization Form and deposit are received by the Center, the proposed date of the event is subject to change. The Center reserves the right to hold ticketing monies to cover event operational expenses in the event the balance due is not received within 15 days following the event.

iv. Maintenance and depreciation surcharge (facility fee):

The School will be charged a fee per ticket sold or per person in attendance, or a percentage of ticket sales, whichever is greater, to offset the expense of the maintenance and depreciation of the Center and its premises.

v. Traffic control:

Center management will arrange for, at the School's expense, a traffic officer to control the traffic light at the intersection of McMullen-Booth Road and Ruth Eckerd Hall Drive. The fee will be at the prevailing rate. To maintain patron safety, the Center reserves the right to make all traffic control arrangements deemed necessary. All traffic control arrangements made by the Center will be billed to the School.

vi. Parking guards:

Parking guards direct traffic in the parking areas. Parking guard expense will be at the prevailing rate.

vii. Security guard:

A security guard is required to be on duty for the duration of the School's event. Security guard expense will be at the prevailing rate.

Attachment: Ruth Eckerd Hall (3784 : Renewal of Agreement with Ruth Eckerd Hall, Inc.)

viii. Ushers:

The Center reserves the right to supervise, through its Assistant Director of Operations and House Manager, the services of all ushers (their numbers, appearance, training, etc.).

ix. Time:

House will be opened to audience one-half hour prior to scheduled performance time. The program will begin at the time printed on the tickets. If the program is one hour or longer, there shall be an intermission of at least 15 minutes. Specific arrangements to the contrary can be made with the Assistant Director of Operations.

x. Video and audio:

Non-production related activities (NPRA) include activities such as photographing, audio recording and video recording during rehearsals and/or performance at the Center. Unless prior arrangements are made, no less than 7 days in advance, and approved by the Center, these activities are prohibited. The NPRA rate is an element of rent based on the rental schedule. This fee is applicable when such activities are performed by the School or School's agents, employees, patrons, guests, artists or, at the request of the School, by Center personnel. Rates may be obtained by contacting the Assistant Director of Operations.

xi. Broadcast rights:

The Center reserves all rights and privileges for outgoing radio and television broadcasts originating from the Center during the term of this Agreement. Should the Center grant to the School such privilege, the Center has the right to require advance payment of any estimated related costs to the Center. The Center may also require payment seven days in advance for said privilege, in addition to rental fee. Such permission must be obtained in writing in advance of broadcast date. The Center must receive credit for all broadcasts/cablecasts of the taped event. The broadcast requirements may be obtained from the Center's Assistant Director of Operations.

xii. Security:

All security arrangements deemed necessary by the Center will be made by the Center and will be billed to the School. Firearms of any kind may not be carried, displayed, or used by any person, other than security personnel authorized by the Center.

xiii. List of performers:

The School shall provide a list of names of performers to be left with the security guard at the artists' entrance. Only those persons on the list will be admitted on that afternoon or evening of the performance.

Attachment: Ruth Eckerd Hall (3784 : Renewal of Agreement with Ruth Eckerd Hall, Inc.)

xiv. Public areas:

The School agrees to abide by the discretion of the Assistant Director of Operations concerning activities, dress, etc., of those persons acting on behalf of the School in public areas.

xv. Concurrent use:

The Center reserves the right to rent other parts of the hall at the same time as the School's rental of said premises, and the use of the lobby, vestibules, hallways, ticket office, lounges and other public rooms and facilities, at the discretion of the Center shall be concurrent with the use of such others as the Center may determine (provided that such renting to others shall not unreasonably interfere with the use of said premises by the School).

The School understands and acknowledges that the School has no rights whatsoever to enter or use the areas in the said building compromising the administrative offices of the Center, the mechanical rooms or any other areas except such as are designated in this Agreement or otherwise specified by the Center in writing.

xvi. Staff right to entry:

The School will afford Center personnel the right to enter any part of the hall at any time if they are performing an official function of the Center.

xvii. Future attractions:

The Center reserves the right to distribute to the audience, announcements and literature concerning future attractions to be held in the hall whether such attractions are under the auspices of the School or not.

xviii. Open rehearsals:

Any rehearsal attended by more than twenty-five (25) non-production personnel will be considered a performance and the Assistant Director of Operations must be advised thirty (30) days in advance in order to provide adequate staffing.

ixx. Seating on stage:

The School will not permit or cause to permit seating on the stage, stage wings or in the aisles. The sole exception to this restriction is when the audience is a planned and integral part of the action.

xx. Food and beverages:

a. For cast: The School agrees that when food and beverages are required on premises for cast and/or crew, the Food and Beverage Department will be contacted in reference to provision and location of these food and beverage items. Food or beverage service will not be provided in any area of the Center without approval of the Food and Beverage Department. Under no circumstances are food and beverages permitted in the auditorium or on stage. All alcoholic beverages must be administered through Ruth Eckerd Hall, Inc. as required by the state liquor license.

Attachment: Ruth Eckerd Hall (3784 : Renewal of Agreement with Ruth Eckerd Hall, Inc.)

b. Non-alcoholic bar service: Non-alcoholic bar service will be provided for all performances unless specifically not requested by the School. Please contact the Food and Beverage Manager at (727) 712-2759 for further details.

c. Catering: The Center's Food and Beverage Department will handle food and beverage service as required by the Facility Use Authorization Form if the School so desires. Arrangements to have the Food and Beverage Department professionally handle this area, as well as the fees involved, can be made through the Food and Beverage Department at (727) 712-2759.

xxi. Lodging forbidden:

The School, or any person or persons claiming to be acting for the School, is prohibited from using the Center as a sleeping or lodging accommodation.

xxii. Animals:

The School will not allow animals to be kept in the hall. Upon written permission of the Center Director, animals used in performance may be brought in to the Center only during actual rehearsal or performance.

xxiii. Collections:

No collections, donations or solicitations of money or goods of any kind, whether for charity or otherwise, shall be made or attempted on Center premises, including parking areas, without first obtaining written permission of the Center Director no later than one week in advance.

xxiv. Merchandise (Concessions):

The Center reserves and retains to itself the right to operate, license and/or permit others to operate, any and all concessions at or in all the facilities on the site of Center, during the period of this Agreement.

a. The Center reserves the right to use such areas as are, in its opinion, necessary for such concessions and where these concessions will be made available.

b. The Center will determine which concessions will be in operation during the period of the Agreement.

c. When written permission is granted to the School to operate a concession of any kind, the Center will receive twenty-five (25) percent of all net sales of any object or document. If the Center is required to provide a seller for said concessions, the Center will receive thirty (30) percent of all net sales.

Attachment: Ruth Eckerd Hall (3784 : Renewal of Agreement with Ruth Eckerd Hall, Inc.)

d. No free samples of food, beverage or any product may be given away or otherwise distributed without prior written approval of the Center at least one week in advance.

e. At no time will concession sales be permitted in the auditorium.

F. Usage Policy; Publicity and Promotion:

i. Promotion and publicity:

The School agrees to withhold all publicity and promotion of the School's event until a date is established and a Facility Use Authorization Form executed, for initiation of ticket sales and all publicity and promotion can indicate such date. Failure to designate the specific date that tickets are to go on sale may result in additional charges for Center ticket office services.

ii. Advertising:

In all advertising, the School has the authority to use the Center ticket office number only when, in the judgment of Center management, the School has made available for advance sale a sufficient number of tickets, in all price categories, so that the Center ticket office can properly accommodate and satisfy the demands of the ticket-buying public. Center management must review and approve all advertising and announcement copy that relates to the use of the Center ticket office telephone number.

iii. Correct advertising copy:

The School agrees that all advertising – newspaper, radio, television, posters, heralds, flyers, brochures, etc. – will contain the following information:

a. The true and correct name of the presenting agency or organization: i.e. "Country Music Stars, Inc., presents…" (abbreviations are not acceptable).

b. The specific and correct name of the audience chamber in which the event will take place: i.e. Ruth Eckerd Hall, or Margarete Heye Great Room.

c. The correct institutional name of the theater complex: i.e. Ruth Eckerd Hall at the Richard B. Baumgardner Center for the Performing Arts information and tickets: Ruth Eckerd Hall Ticket Office, (727) 791-7400.

iv. Posters, signage, etc.:

The School will display no posters, photographs, models, etc., without written permission of the Assistant Director of Operations, and then only in such areas as specified and such material as are approved in advance by the Center Director of Marketing and Communications. Further, the School is prohibited from driving any tack, nail or screw into the ceilings, walls or floors of the Center so as to mar, deface or injure Center property. The School is prohibited from displaying any signs, models, etc. on Center premises including parking areas, entrance and adjacent roadway without the written permission of the Center Director.

Attachment: Ruth Eckerd Hall (3784 : Renewal of Agreement with Ruth Eckerd Hall, Inc.)

v. Objectionable material:

Should the show contain any materials that may be viewed by any segment of the community as being morally objectionable, the management reserves the right to require of the School the inclusion in all advertising of a phrase, acceptable to Center management that alerts the potential ticket-buyer to the maturity of the theme or actions.

vi. Mail procedure for lessee:

a. All mailing for Schools using the Center's list must be approved by Center Management. Not all lists are available for use. Center lists are not available for purchase.

b. All mailings done for the Center will be mailed by and paid for by the School. The Center's bulk permit is not available for School use by law. The School may pick up mailings at the Center at the time and place designated by the Marketing Department.

c. All materials mailed by the Center using the Center's lists must be approved by the Director of Marketing and Communications before they are printed. The Center reserves the right to refuse mailing material which is incorrect or was not approved prior to printing.

d. The Center charges a fee for this mailing service which is set by the Director of Marketing and Communications with the approval of the President and CEO of the Center.

e. No copy of the Center's mailing list will be supplied to the School.

G. Usage Policy; Ticket and Ticket Office:

i. Ticket office services:

Full ticket office services are available at an additional charge. Ticket sales on Center premises are handled by Center ticket office staff only. No pre-printed tickets will be sold. Base charge includes initial and ongoing consultation between the School and Director of Ticketing/Information Services on program, price, configurations, capacities, audit, ticket ordering and administration. Contact the Assistant Director of Operations for prevailing rates.

ii. Third party ticket agencies:

Attachment: Ruth Eckerd Hall (3784 : Renewal of Agreement with Ruth Eckerd Hall, Inc.)

a. Should the School opt to utilize an outside ticket agency, Director of Ticketing/Information Services must be consulted regarding wheelchair, companion, house, director and Center sales.

b. The School will provide a list of satellite locations to the ticket office by the first day of public sale. This information will be available to the public.

c. When the Center sells in conjunction with outside agencies, the Director of Ticketing/Information Services will coordinate allotments. Any ticket agency fees incurred through the sale of tickets at outlets other than the Center ticket office will be borne entirely by the School.

iii. Consignment:

There is no charge for the initial consignment of tickets. All unsold tickets will be returned to the ticket office 72 hours prior to performance. The School will be charged for all consigned tickets not returned within 72 hours of the performance. Discounted or complimentary tickets must be consigned as such or will be considered sold at face value.

iv. Ticket ordering:

a. The School must provide the Director of Ticketing/Information Services with the name, address and phone number of one (1) authorized person as a contact for the ticket office. The School's Representative will then be the sole person to deal with the Director of Ticketing/Information Services.

b. All communications between contact person and Director of Ticketing/Information Services must be written whenever possible. No verbal messages are to be given to the ticket office cashiers. No requests for audit reports on show are to be made at the window. Cashiers are not authorized to give out such information. Audit information, number of tickets sold, and any pre-performance information should be through a ticket office supervisor or Director of Ticketing/Information Services only. The School will indicate prior to public sale any special seating needs for individual shows, i.e. blocked seats, group seats, company seats, etc.

c. The School will provide a description of the performance to the Director of Ticketing/Information Services, through the use of the Publicity calendar of events and ticket office services form, to enable ticket office staff to better inform the public about the School's event. Ticket Office services can not be initiated until the publicity calendar of events and ticket office services form is completed.

v. Refund of ticket revenue:

Attachment: Ruth Eckerd Hall (3784 : Renewal of Agreement with Ruth Eckerd Hall, Inc.)

a. In keeping with the Center policy of retaining public faith, the Center retains the right to make determination of ticket refunds for cause. Reasons can include, but are not limited to, seats blocked by equipment when exchange for comparable location is not possible, failure of projection equipment, or failure of act to show or to go on stage within reasonable time of schedule provided by the School.

b. The Center will exert every caution against bad checks from customers and will make every effort to collect such, but ultimate responsibility is that of the School.

vi. Ticket distribution:

Any tickets that leave the ticket office must be (1) paid for, (2) complimentary or (3) consignment. (The School understands that it is fully responsible for any tickets consigned.)

a. Complimentary: The Center reserves the right to monitor the use, number and distribution of complimentary tickets by the School. Complimentary ticket requests must be in writing to the ticket office manager not less than one week before the performance. Complimentary tickets, Center seats and house seats not used by the Center will be returned for sale. The Center will use extreme discretion in distributing complimentary tickets and/or sale of the house seats, and Center seats, and will discount to the School for their use.

b. Discounts: The School must advise Director of Ticketing/Information Services, in writing, when initial ticket information is given, of its intention to sell tickets at a discount. Such information must include the precise amount of discount, number of tickets, restrictions, and the scale categories and seat numbers involved.

c. Group discounts: The School must identify the group discount and the restrictions that apply, i.e. minimum numbers, locations, cancellations, and fees in writing to the ticket office.

d. Ticket giveaways: Arrangements for all ticket giveaways must be made through the box office three weeks in advance.

e. Director's seats: The Center reserves the right to hold six (6) Director's seats for performances.

Attachment: Ruth Eckerd Hall (3784 : Renewal of Agreement with Ruth Eckerd Hall, Inc.)

f. Disability locations: The Center reserves the right to control the distribution of wheelchair and companion seating in the Hall's ticket office.

g. Center seats: The Center reserves the right to hold and distribute up to one (1) percent of the total seats of House capacity for its use.

vii. Ticket office access and supervision:

Access is restricted to authorized personnel of the Center only. Supervision of sales is under the sole discretion of ticket office management.

viii. Ticket office receipts:

a. Performance audit will be taken at closing of ticket office. A preliminary audit on "run of show" will be presented by the Center to the School within 48 hours after the final performance and will include a recapitulation of each performance. Sales tax on ticket revenue will be withheld and submitted by the Center (where applicable).

b. All receipts will be immediately deposited in the Center account. A check will be presented to the School with final audit in accordance with terms of this agreement.

ix. Final settlement:

A Final Revenue/Expense Report will be issued within 10 working days of the School's date of performance. Revenue due to School will be paid within 30 days of final settlement, and final payment of School's expenses will be paid within the same time period. Day of show final settlement may be arranged by contacting the Assistant Director of Operations at (727) 712-2776, no later than 30 days before the day of show.

15. Food and Beverage Policy:

Each School will abide by the Center's food and beverage policies as listed herein.
It shall be the responsibility of the School to completely inform the proper parties, agents or employees of the School concerning these rules and regulations. For clarification of individual rules, call the Center's food and beverage manager.

A. Food and Beverage Policy; Alcoholic Beverages:

i. No alcohol beverages will be served at school-sponsored events, in accordance with Board policy.

Attachment: Ruth Eckerd Hall (3784 : Renewal of Agreement with Ruth Eckerd Hall, Inc.)

B. Food and Beverage Policy; Public Safety:

i The School will abide by fire and safety codes established for the facility.

ii. Smoking is not permitted in the Margarete Heye Great Room. Smoking, however, is permitted outside the Margarete Heye Great Room entrance and adjacent balconies.

C. Food and Beverage Policy; Delivery of Goods:

i. Materials and goods belonging to or being rented by the School or School's agents, employees, patrons or guests delivered prior to contracted time will not be accepted by the Center staff without written arrangements and possible additional charge to the School. The Center makes no guarantee that space will be available to receive materials arriving early.

ii. The Center will not accept any goods shipped to the Center for the School, or for any person claiming to be acting for the School, if any sum is to be paid the carrier upon his delivery thereof.

D. Food and Beverage Policy; Collections and Gaming:

i. No collections, donations, or solicitations of money or goods of any kind, whether for charity or otherwise, shall be made or attempted on the Center premises without first obtaining written permission.

ii. The School and the School's agents will conduct their activities to conform with all local and stage laws. Specifically, the School and School's agents will conduct their activities to conform with Chapter 849, Florida Statutes, which prohibits certain gambling activities within the State of Florida.

iii. The School will submit a Letter of Intent to the Pinellas County Sheriff's Department, the Clearwater Police Department, and the Center. The Letter of Intent shall outline in detail the operational procedures of the activities the School wishes to conduct in the Center and it shall request the legal advisors of the Pinellas County Sheriff's Department and the Clearwater Police Department to provide their opinions as to the legality of the proposed activities. The Letter of Intent must be submitted to the above parties within four weeks of the date of the execution of the Facility Use Authorization Form.

iv. The Center must receive written responses from the legal advisors of the Pinellas County Sheriff's Department and the legal advisors of the Clearwater Police Department which set forth the opinions and conclusions of the legal advisors regarding the legality of the actions the School wishes to conduct at the Center. Specifically, the written responses must address and provide an opinion and conclusion as to the legality of the proposed activities in light of Chapter 849, Florida Statutes. The written responses must be received by the Center within four (4) weeks of the date of the execution of the Facility Use Authorization Form. If any of the written responses indicate that the proposed

Attachment: Ruth Eckerd Hall (3784 : Renewal of Agreement with Ruth Eckerd Hall, Inc.)

activities are illegal or that their legality is questionable then the Facility Use Authorization Form will be void.

v. If the School intends to conduct a "Monte Carlo" type event, the following operational guidelines must be followed and by executing the Facility Use Authorization Form, the School warrants that:

a. No device, implement, apparatus or paraphernalia ordinarily or commonly used or designed to be used in the operation of gambling houses or establishments will be brought onto the premises. Any items brought onto the premises will be designed and commonly used only for entertainment purposes.

b. The activities the School conducts at the Center will not consist of persons playing or engaging in any game of chance, by any device whatever, for money or any other thing of value.

c. No admission fee will be required for admission, but donations may be requested. Donations may not, however, be required in exchange for a raffle ticket.

d. The School will otherwise conduct its activities to conform with Chapter 849, Florida Statutes.

E. Food and Beverage Policy; Time:

i. Time shall be of the essence in this Agreement and the time herein granted shall not be extended for the occupancy or use of the premises or for the installation or removal of equipment without the permission of the Center and all such additional time shall be paid for according to the schedule of fees fixed by the Center.

ii. All time blocks include three additional hours before the scheduled time of the event for setup.

F. Food and Beverage Policy; Concurrent Use:

i. The Center reserves the right to rent other parts of the Center at the same time as the rental of said premises to the School.

ii. Specifically, School uses of the Heye Great Room and said School's guests, employees, caterer, agents or patrons shall not be allowed to enter the galleries, auditorium, lobbies or backstage areas. Permission to use any area beyond the Great Room must be obtained in writing. Such use may result in an additional charge.

iii. The School is not allowed in kitchen for obvious safety reasons. Center staff on duty will gladly handle communication with Caterer.

Attachment: Ruth Eckerd Hall (3784 : Renewal of Agreement with Ruth Eckerd Hall, Inc.)

iv. The School and/or the School's agents (with the exception of the School's event caterer) may not use the Center's kitchen or prepare or deliver food of any kind without prior written approval from Center management.

G. Food and Beverage Policy; Cancellation:

In case of cancellation the School:

i. The School shall be liable for reimbursement to the Center for Center staff time expended in preparation of the event, for any office materials used for the event, and for the Center's loss of revenue in being unable to book the room due to School's prior booking.

ii. If notice of cancellation is given prior to six months in advance of the contracted date of event, a fee of $50.00 will be kept by the Center for handling and processing expenses.

H. Food and Beverage Policy; Damage and Cleanup Responsibility:

The School shall be responsible for any and all damages to the Center premises caused by acts of the School or the School's agents, employees, patrons, guests and artists whether accidental or otherwise. The School must leave the Center premises in the same condition as existed on the date the School took possession, ordinary wear and use excepted. Any additional charges incurred because of an unusual amount of post-evening cleanup will be borne by the School. The premises referred to in above statements include the parking lot(s) used by the School and the School's guests.

I. Food and Beverage Policy; Decorating:

i. The School must obtain written permission from the Center to attach or suspend any decorative item(s) from or to the Center's property.

ii. All decorations must be cleared away at the end of the School's contracted time period.

iii. If all decorations are not removed at the end of the School's contracted time period, a fee of $150 may be charged to the School.

iv. No substances, such as birdseed, silly string, etc., will be sprayed or thrown.

J. Food and Beverage Policy; Caterers:

i. The facility assesses a 10% facility and maintenance fee to caterers on the approved caterers list.

ii. The School may choose a caterer not on the list. The caterer must agree to sign an agreement with the Center, obligating the caterer to carry liability insurance for each event and provide proof of licensure along with a signed final invoice from event.

Attachment: Ruth Eckerd Hall (3784 : Renewal of Agreement with Ruth Eckerd Hall, Inc.)

iii. Caterers may only provide coffee, tea, iced tea and water service with their services. Any other beverages must be approved by the Center in writing prior to the event

iv. The School must inform the Center as to the caterer for their function at least two weeks in advance of the event. The Center assumes no responsibility for food service or preparation. Agreements made between the School and Caterer will have no force or effect on Center.

K. Food and Beverage Policy; Late Penalty:

Payments not made at least 10 days prior to the event will be charged a late penalty.

L. Food and Beverage Policy; Final setup:

Final setup plans must be filed in the food and beverage office no later than 10 days prior to the School's function. Special request must be made by this time. Any floor plan changes within 72 hours of the function will result in a $75.00 charge. Failure to give this office an accurate guaranteed count within one (1) week of function will also result in a $150.00 charge.

M. Food and Beverage Policy; Fire Law Regulations:

Room capacity per Fire Law Regulations requires:

i.	Dining with tables, stage, dance floor	270
ii.	Dining with tables only	350
iii.	Reception (standing)	450
iv.	Theater-style seating	400

N. Food and Beverage Policy; Setup arrival:

Any persons arriving before the contracted time (for setups or supervising) must use the stage entrance to the hall. The front doors of the Great Room will not be unlocked until the contracted start of the event. If School expects anyone to arrive early to assist in setup, please communicate this to the Food & Beverage Department one day before the event. All Great Room functions have three (3) hours prior to start of function for set up. Any more time needed above this will be at the rate of $300.00 per hour.

O. Food and Beverage Policy; Parking:

School guests should park in the North Parking lot. Guests may be dropped off at the door. Please instruct guests to present invitation to parking guard to waive parking fee. Parking charges are waived for all private and community events.

P. Food and Beverage Policy; Invitations:

Invitations should inform guests the location of the reception as follows:
"THE MARGARETE HEYE GREAT ROOM at the RUTH ECKERD HALL"

Attachment: Ruth Eckerd Hall (3784 : Renewal of Agreement with Ruth Eckerd Hall, Inc.)

Q. Food and Beverage Policy; Security for Children:

Security measures will be taken, at the expense of the School, for any event at which more than fifteen (15) children will be in attendance.

R. Food and Beverage Policy; Smoking:

Smoking is not permitted in the Margarete Heye Great Room. Smoking, however, is permitted outside the Margarete Heye Great Room entrance and adjacent balconies.

S. Food and Beverage Policy; Concession Sales:

At no time will concession sales be permitted on the premises with out written agreements for sales tax collection and percentage of sales to the Center.

16. Billing:

Final headcount and payment are required ten (10) days prior to the event. The headcount may be increased up to 72 hours prior to the event. The count may not be decreased. Any other charges incurred must be paid at the conclusion of the event.

17. Advertising:

The Center's Communication Department must approve all advertising prior to publication. The Center must not be described as a supporter or sponsor of event. Schools are prohibited from displaying signs, posters, models, or other promotional material in parking areas, entrance and adjacent road without the written consent of the Center.

18. Questions:

In the event of questions arising out of the use of the facilities or otherwise arising under this Agreement, the questions will be settled in writing between the Superintendent of Schools and the Center Director, or the specific designee of either for resolution of such questions.

19. Notices:

All written notices to the Board and the Center concerning the Agreement will be sufficient if sent by the parties in the United Sates mail, postage paid, to the addresses as follows:

For Board:

Real Estate Department
Pinellas County Schools
Walter Pownall Service Center
11111 S. Belcher Road
Largo, Florida 33773

Attachment: Ruth Eckerd Hall (3784 : Renewal of Agreement with Ruth Eckerd Hall, Inc.)

For Center:

General Manager/CFO
Ruth Eckerd Hall/PACT, Inc.
1111 McMullen Booth Rd.
Clearwater, FL 33759

20. Venue:

This Agreement is governed by the laws of the State of Florida. The School irrevocably submits itself to the jurisdiction of the Courts of Pinellas County and the State of Florida for the purpose of any suit, action or other proceeding arising out of or based upon this agreement or the subject matter thereof.

21. Sole Agreement:

This agreement together with Exhibit "A" is the sole agreement between the parties unless specifically modified in writing by the parties.

22. Headings:

The headings of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope of intent of this Agreement or any part hereof, or in any way affect the same, or construe any provision hereof.

Attachment: Ruth Eckerd Hall (3784 : Renewal of Agreement with Ruth Eckerd Hall, Inc.)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written.

Ruth Eckerd Hall, Inc.

By:_____
President

Attest:_____

School Board of Pinellas County, Florida

By:_____
Chairperson

Attest:_____
Superintendent

Approved as to Form:

_____
School Board Attorney

Attachment: Ruth Eckerd Hall (3784 : Renewal of Agreement with Ruth Eckerd Hall, Inc.)

Exhibit "A"

FACILITY USE AUTHORIZATION FORM

Date: January 15, 2013
To: Ruth Eckerd Hall, Inc.
Subject: Additional Use Request under the Agreement Between the School Board of Pinellas County and Ruth Eckerd Hall, Inc., **effective date**

Requestor:
Description of Use:
Facility(ies):
SAMPLE – Note: This form will be completed by the Real Estate Department and submitted for signatures.
Dates & Times:
Supervision By:

Coordinator (& Phone #) for School Board:
Coordinator (& Phone #) for Agency:

The following estimated costs will be incurred as a result of the said use:

See attached Ruth Eckerd Hall Estimated Expense Sheet

The facility owner/representative, **Ruth Eckerd Hall Inc**. will invoice **Pinellas County School Board (requesting school)** for the above-described costs, which may vary if the actual use of facilities differs from that shown above. This form, when executed by the authorized representative for the School Board and the authorized agency representative, will be authorization to use the above described facility on the dates and times set forth herein. This additional use is granted under the terms and conditions of the above said agreement.

Additional conditions, if any:

Ruth Eckerd Hall, Inc.

Authorized Representative for Agency — Date

School Board of Pinellas County, Florida

Authorized Representative for School Board — Date
11111 S. Belcher Rd., Largo, Fl 33773

With copies to:
Superintendent of Schools
Director, Accounting
Director, Auditing
Area (1-4) Superintendent
School Representative
School Bookkeeper
Agency Representative

RPC #

Attachment: Ruth Eckerd Hall (3784 : Renewal of Agreement with Ruth Eckerd Hall, Inc.)

01/15/13 10:30 AM
Regular School Board Meeting
301 Fourth Street SW
Largo, FL 33770

Pinellas County Schools

ADOPTED

REQUEST FOR APPROVAL (ID # 3800)

January 15, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

FROM: MICHAEL A. GREGO, Ed.D., SUPERINTENDENT

SUBJECT: Request Approval of the Facility Use Agreement Between Rogers Blue Jays Baseball Partnership and Pinellas County School Board

BACKGROUND:
The Dunedin High School Boys Falcon Baseball team has been using the Dunedin Stadium and Complex for practice and games for many years. The Rogers Blue Jays Baseball Partnership that manages both sites has asked that a formal agreement be processed. District staff has worked with the Rogers Blue Jays Baseball Partnership to develop indemnity language suitable to both parties.

STRATEGIC DIRECTION: Managing Productive Systems

ALTERNATIVES:
1. Approve the agreement.
2. Do not approve the agreement.

RECOMMENDATION:
Alternative No. 1 is recommended
.

RATIONALE:
Approval of this Facility Use Agreement allows the Dunedin High School baseball team to use the Dunedin Stadium and Complex for the purpose of baseball practice and games between January 14, 2013 and May 21, 2013.

IMPACT STATEMENT:
The agreement does not require any commitment of funds by the school board. All fees incurred will be the responsibility of the Dunedin High School Boys Falcon Baseball Booster Club, Inc.

DATA SOURCE:
David Koperski, School Board Attorney
Tom Brittain, Dunedin High School
Debbie Forster, Real Estate Analyst

SUBMITTED BY:
Michael Bessette, Associate Superintendent, Operational Services

ATTACHMENTS:

- Blue Jays Agreement (PDF)

Attachment: Blue Jays Agreement (3800 : Blue Jays Baseball)

FACILITY USE AGREEMENT
THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

THIS AGREEMENT (the "**Facility Use Agreement**") is made the 15th day of January, 2013, between Rogers Blue Jays Baseball Partnership, an Ontario partnership having its primary offices at One Blue Jays Way, Suite 3200, Toronto, Ontario, M5V 1J1, Fax: (416) 341-1427 and also operating offices at 373 Douglas Avenue, Dunedin, Florida, U.S.A., 34698, Fax: (727) 734-7661 (hereinafter referred to as the "**Club**") and The School Board of Pinellas County, Florida, a public corporation of the State of Florida with its offices at 301 Fourth St. SW, Largo, Florida, U.S.A., 33770 U.S.A., Fax: (727) 588-6514 (hereinafter referred to as the "**Company**").

WHEREAS, the Company wishes to use the Dunedin Facilities (as defined below) for the purpose of certain baseball-related activities;

AND WHEREAS, the Club operates the Dunedin Facilities pursuant to a License Agreement with the City of Dunedin;

AND WHEREAS, the Club wishes to obtain certain assurances, releases and indemnities in respect of any use of the Dunedin Facilities by the Company;

AND WHEREAS, the Company wishes to provide the Club with the aforementioned assurances, releases and indemnities;

THEREFORE, the parties agree as follows:

1. **Definitions**. For the purposes of this Facility Use Agreement:

(a) "**Dunedin Facilities**" means the Complex and Dunedin Stadium;

(b) "**Complex**" means the property located at 1700 Solon Ave., Dunedin, Florida, 34698 which includes, but is not limited to, baseball diamonds, bleachers, parking lots, concession stands, washrooms and outdoor practice facilities; and

(c) "**Dunedin Stadium**" means the property located at 373 Douglas Avenue, Dunedin, Florida, 34698 which includes, but is not limited to, the stadium, baseball diamonds, bleachers, parking lots, concession stands, washrooms and outdoor practice facilities.

2. **Consideration**. In addition to the valuable commitments provided by the Company to the Club, below, the Company will pay the Club the sum of USD $2.00.

3. **Company Events**. Subject to the limitations and restrictions specified in this Facility Use Agreement, the Club hereby agrees to permit the Company to use the following specified Dunedin Facilities for the following specified events (the "**Company Events**") during the Term:

(a) Use of one (1) field at the Complex, as determined by the Club, for the purpose of Dunedin High School Baseball Team (the "**High School Team**") practices. The practices will be permitted between January 14, 2013 and May 21, 2013 on the following days/times:

(i.) Monday to Friday: 4 pm to 7 pm, and
(ii.) Saturday: 2 pm to 6 pm.

The Club will be entitled to cancel any High School Team practice(s) due to other reasonable concerns, including concerns related to the state of the playing fields. In addition, the Club and the Company may agree at any time to cancel or reschedule any of the foregoing practices. The Company shall supervise all practices. The Company shall leave the Complex at the end of each practice in the same state as when it arrived (including cleaning up any waste).

Attachment: Blue Jays Agreement (3800 : Blue Jays Baseball)

(b) Use of Dunedin Stadium and/or the Complex, in the discretion of the Club, for High School Team regular season games (as specified below). The games will be permitted on the following dates/times and at the following locations:

(i.)	February 22, 2013:	5:30 to 10:30,
(ii.)	March 1, 2013:	5:30 to 10:30
(iii.)	March 5, 2013:	5:30 to 10:30,
(iv.)	March 12, 2013:	5:30 to 10:30,
(v.)	April 3, 2013:	5:30 to 10:30,
(vi.)	April 5, 2013:	5:30 to 10:30,
(vii.)	April 9, 2013:	5:30 to 10:30, and
(viii.)	April 12, 2013	5:30 to 10:30.

The Club shall be entitled to cancel any of the foregoing games due to reasonable concerns, including concerns related to the state of the playing field, provided that the Club makes reasonable efforts to try to reschedule any cancelled game. Notwithstanding the foregoing, the Club will not be required to reschedule any game that is cancelled due to weather or other similar events outside of the Club's reasonable control. In addition, the Club and the Company may agree at any time to cancel or reschedule any of the foregoing games. The Company shall:

- Supervise the games,
- Provide all food and/or beverages (no alcohol) for any games played at Dunedin Stadium, and, regardless of game location, all personnel required to sell tickets, check tickets, collect payments and/or distribute/sell food and/or beverages, and
- Leave the Dunedin Facilities following each game in the same state as when it arrived (including cleaning up any waste and any food or beverages that the Company or its designee provides for attendees).

(c) Use of one or more fields at the Complex for the purpose of hosting a maximum of twenty five (25) games as part of the "44th Annual Dunedin High School Spring Classic Baseball Tournament" (the "**Classic Tournament**"). The baseball games of the Classic Tournament are anticipated to take place in accordance with the following schedule of dates/times and to require the use of the specified number of fields:

(i.) Monday, March 25, 2013: six (6) games:
(1) Three (3) games/fields at 5:00 p.m., and
(2) Three (3) games/fields at 8.00 p.m.,

(ii.) Tuesday, March 26, 20132013: six (6) games
(1) Three (3) games/fields at 5:00 p.m., and
(2) Three (3) games/fields at 8.00 p.m.,

(iii.) Wednesday, March 27, 2013: five (5) games:
(1) Either three (3) games/fields at 5:00 p.m. and two (2) games/fields at 8.00 p.m., or
(2) Two (2) games/fields at 5:00 p.m. and three (3) games/fields at 8.00 p.m.,

(iv.) Thursday, March 28, 2013: five (5) games:
(1) Either three (3) games/fields at 5:00 p.m. and two (2) games/fields at 8.00 p.m., or
(2) Two (2) games/fields at 5:00 p.m. and three (3) games/fields at 8.00 p.m.,

(v.) Friday, March 29, 2013: three (3) games:
(1) Two (2) games/fields at 5:00 p.m., and
(2) One (1) game/field at 8.00 p.m., and

(vi.) Saturday, March 30, 2013, 2013: RAIN DATE.

The Club shall be entitled to cancel any of the foregoing games due to reasonable concerns, including concerns related to the state of the playing field, provided that the Club makes reasonable efforts to try to reschedule any cancelled game. Notwithstanding the foregoing, the Club will not be required to reschedule any game that is cancelled due to weather or other similar events outside of the Club's reasonable control. In addition, the Club and the Company may agree at any time to cancel or reschedule any of the foregoing games. No parking will be available at the Complex for the Classic Tournament. The Company shall:

- Supervise the event,
- Provide all food and/or beverages (no alcohol) if and as required (the Club does not guarantee that the Company will be able to provide food and beverages), and all personnel required to sell tickets, check tickets, collect payments, clean and maintain washrooms and/or distribute/sell food and/or beverages, and
- Leave the Complex following each day of the Classic Tournament in the same state as when it arrived (including cleaning up any waste and any food or beverages that the Company or its designee provides for attendees).

(d) Use of one (1) field at the Complex for the purpose of hosting the 2013 regional high school baseball playoffs, provided that the High School Team is a participant in same. The baseball games of the playoffs are anticipated to take place in accordance with the following schedule of dates/times:

(i.) Thursday, May 2, 2013: Quarterfinals (time to be determined),
(ii.) Tuesday, May 7, 2013: Semifinals (time to be determined), and
(iii.)Friday, May 10, 2013: Finals (time to be determined).

The Club shall be entitled to cancel any of the foregoing games due to reasonable concerns, including concerns related to the state of the playing field, provided that the Club makes reasonable efforts to try to reschedule any cancelled game. Notwithstanding the foregoing, the Club will not be required to reschedule any game that is cancelled due to weather or other similar events outside of the Club's reasonable control. In addition, the Club and the Company may agree at any time to cancel or reschedule any of the foregoing games. The Company shall:

- Supervise the event,
- Provide all food and/or beverages (no alcohol), and all personnel required to sell tickets, check tickets, collect payments, clean and maintain washrooms and/or distribute/sell food and/or beverages, and
- Leave the Complex following each day of the regional high school baseball playoffs in the same state as when it arrived (including cleaning up any waste and any food or beverages that the Company or its designee provides for attendees).

4. **Priority of Club Needs.** The parties acknowledge that the needs of the Club and its Major and Minor League baseball teams, players and staff take priority over all Company uses herein and that, notwithstanding anything else in this agreement, the Club shall be entitled to cancel or postpone any of the practices, games or events specified in Section 3, above, due to the needs of any of the Club's Major League or Minor League baseball teams. In addition, the Club shall have the right, acting reasonably, to reschedule or otherwise modify the dates and/or times of the practices or games specified in Section 3, above, in order to meet the needs of other persons or entities to whom the Club has granted use of the Dunedin Facilities, including Little League.

5. **Fees and Costs**. Provided there is no material change in the requirements and responsibilities for the events described in Sections 3(a) and 3(b), the Club agrees not to charge the Company a fee on account of lighting or security staff in respect of same. With respect to the events described in Sections 3(c) and 3(d), above, the Company shall be responsible to pay for the following:

(a) The amount of USD $17.50 per field per hour, plus applicable taxes, for field lighting. As of the date hereof, the parties estimate that sixty three (63) hours of field lighting will be required, for a total cost of USD $1,102.50, plus taxes,

Attachment: Blue Jays Agreement (3800 : Blue Jays Baseball)

(b) The amount of USD $115 per day or part thereof, plus applicable taxes, for each security staff member. As of the date hereof, the Club is estimating that there will five (5) dates for which one (1) security staff member is required, for a total cost of USD $575, plus taxes,

(c) The amount of USD $14.5 per hour, plus applicable taxes, for other staffing. As of the date hereof, the Club is estimating that there will be seventy seven (77) other staff hours required, for a total cost of USD $1,116.50, plus taxes, and

(d) The approximate amount of USD $600, plus applicable taxes, for supplies and materials.

Unless otherwise directed by the Club, (i) payments on account of lighting will be payable to the City of Dunedin and (ii) all other payments will be payable to the Club. With respect to amounts payable to the Club, the Company shall pay the estimated amounts to the Club within five (5) days following the applicable event. If the actual costs are higher than the stated estimates, the Company shall be responsible to promptly pay the additional amounts to the City of Dunedin or the Club, as applicable. In the event that the Club provides any additional services or supplies (including services to repair or restore the fields or other elements at the Dunedin Facilities due to any damage other than ordinary wear and tear), it shall be entitled to charge the Company for same and the Company shall promptly pay those amounts to the Club.

6. **Promotional Association.** During the Term, the Company shall publicly acknowledge the *Toronto Blue Jays®* as sponsor or supporter of the High School Team. The Club shall have the right to develop and produce a reasonably-sized banner promoting the foregoing. During each practice and game played by the High School Team at the Dunedin Facilities during the Term, the Company shall ensure that the banner or other promotional material is prominently displayed in the vicinity of the High School Team's dugout. Throughout the Classic Tournament, the Company shall ensure that the banner is prominently displayed in a visible location at the tournament site.

7. **Term.** The term of this Facility Use Agreement will commence on January 14, 2013 and will end on May 21, 2013 (the "**Term**").

8. **Termination**. The Club will be entitled to terminate this Facility Use Agreement immediately, without any requirement of notice to the Company in the event that:

(a) the Company, or any of its employees, students, officers, directors, volunteers, agents or representatives or any person attending at or participating in any of the Company Events causes any intentional damage to the Dunedin Facilities or any of the property or personnel of the Club or anyone else, or

(b) The Company is in breach of the Facility Use Agreement and the breach has not been corrected to the satisfaction of the Club within five (5) days of written notice thereof.

These rights of termination are in addition to any rights available to the applicable party at law or equity.

9. **Representations and Warranties**. The Company represents and warrants that it has all rights and consents necessary to stage and operate the Company Events. The Company further represents and warrants that it has all rights and consents necessary to make or permit to be made any reproductions thereof and to use all identifying names, trademarks and other properties in connection therewith, including all copyrights, performance, trade-mark and moral rights. The Company shall be solely responsible for, and shall pay all fees in connection with, the use of patented, trademarked, copyright or franchised materials, devices, processes, music, dramatic and other rights used in connection with the Company Events, including all royalties and fees associated with BMI and ASCAP or similar organization(s) or rights holders, and shall indemnify the Club-Related Entities (as defined below) in connection therewith. The Club has not contracted to permit the Company to use any of its equipment. In the event that the Club does permit the use of any of its equipment by the Company, such equipment is provided on "as is, where is" basis at Company's sole risk and peril, and without any express or implied agreement or representation and warranty of any kind whatsoever, whether legal, statutory or conventional, as to the physical condition or fitness for use.

10. **Release.** The Company hereby releases and forever discharges the Club, Major League Baseball, the City of Dunedin and their respective affiliates, and their respective successors, assigns, officers, directors, shareholders, employees, partners, volunteers, contractors, agents and representatives (collectively, the "**Club-Related Entities**"), with respect to any and all liability for injury, disability, death or loss or damage to person or property suffered or incurred by the Company, or any of its employees, students, officers, directors, employees, volunteers, agents and representatives or any person attending at or participating in any of the Company Events (collectively, the "**Company-Related Entities**") whether or not such injury, disability, death or loss or damage to person or property was caused or contributed to by the negligence of any of the Club-Related Entities. For clarity, the foregoing release and discharge does not extend to acts of intentional misconduct by the Club-Related Entities. The Company hereby agrees not to make any claim or to take any actions or proceedings of any type in respect of any matter referred to above against any of the Club-Related Entities or against any other person, corporation, firm or government authority who or which might claim contribution, indemnity or relief from or over the Club-Related Entities or any of them. This section will survive the expiry or early termination of this Facility Use Agreement.

11. **Indemnification**. The Company agrees to indemnify and hold harmless the Club and any of the Club-Related Entities from and against any claims, losses, liabilities, demands, costs or expenses (including legal fees) whatsoever (collectively "**Claims**"), including Claims for injury, disability, death or loss or damage to person or property resulting from or arising directly or indirectly from the acts or omissions of the Company and any of the Company-Related Entities, in whole or in part, from or out of or in connection with any of the Company Events at any of the Dunedin Facilities. The parties expressly agree that the indemnity provision applies not only to acts or omissions by the Company or any of the Company-Related Entities giving rise to Claims, but applies also to any and all Claims based on acts or omissions of the Club or any Club-Related Entities whether said acts or omissions may give rise to a Claim against the Club or any Club-Related Entities based solely and exclusively on the fault or negligence of the Club or any Club-Related Entities or whether the act or omission may result in joint liability with the Club , any Club-Related Entities and/or any other party. IT IS THE CLEAR AND UNEQUIVOCAL INTENT OF THE PARTIES THAT BY THIS INDEMNITY AGREEMENT THE COMPANY AGREES TO INDEMNIFY AND HOLD THE CLUB AND CLUB-RELATED ENTITIES HARMLESS FOR THE CLUB'S AND/OR ANY CLUB-RELATED ENTITIES' OWN ACTS OR OMISSIONS WHICH MAY GIVE RISE TO A CLAIM FOR LIABILITY AS WELL AS FOR ANY ACTS OR OMISSIONS OF THE COMPANY, ANY COMPANY-RELATED ENTITIES OR ANY OTHER PARTY WHICH MAY GIVE RISE TO A CLAIM FOR LIABILITY AGAINST THE CLUB OR ANY CLUB-RELATED ENTITIES ARISING OUT OF THE SCOPE OF ACTIVITIES CONTAINED IN THIS FACILITY USE AGREEMENT. Notwithstanding the foregoing, the Company's indemnification obligation hereunder does not extend to indemnifying the Club in respect of any Claims based solely on the intentional misconduct of the Club. The parties agree that Company's liability and responsibility under this paragraph and under this Agreement are subject to the monetary limitations and defenses imposed by Florida Statute 768.28. Nothing herein is intended to serve as a waiver of sovereign immunity by the Company, nor shall anything herein be construed as consent by either party to be sued by any third party for any cause or matter arising out of or relating to this Agreement. This section will survive the expiry or early termination of this Facility Use Agreement.

12. **Insurance**.

(a) Company shall obtain, and continuously maintain without lapse, at its own expense, the following insurance policies:

(i.) Workers' Compensation in compliance with state statutory laws, including Employers' Liability covering employees, volunteers, temporary workers and leased workers with minimum limits of:

(1) USD $1,000,000 Each Accident,
(2) USD $1,000,000 Disease - Each Employee,
(3) USD $1,000,000 Disease - Policy Limit;

(ii.) An Insurance Services Office occurrence based Commercial General Liability Insurance Policy, for claims of bodily injury (including, but not limited to abuse, molestation and other forms of bodily injury) and death, property damage and personal and advertising injury , including contractual

liability coverage, participant accident and legal liability and spectator accident and legal liability coverage and products/completed operations coverage with minimum limits of:

(1) USD $2,000,000 Each Occurrence,
(2) USD $5,000,000 General Aggregate,
(3) USD $5,000,000 Products/Completed Operations Aggregate; and

(iii.) If applicable, Automobile Liability Insurance, covering owned, leased or hired automobiles, with a minimum combined single limit of $1,000,000 Each Accident.

Coverage limits for (ii), above, may be satisfied through a combination of primary and umbrella/excess policies. Umbrella/excess policies shall follow form of the underlying coverage. All insurance policies must be issued by an admitted insurance carrier with an A.M. Best rating of A-8 or better. The Club, and each of its subsidiaries or affiliated entities, any entity which, now or in the future, controls, is controlled by, or is under common control with the Club, and its and their directors, officers and employees and the City of Dunedin ("**Additional Insureds**") must be named as Additional Insureds under the Commercial General Liability and Commercial Automobile Liability Policies. All liability insurance policies must contain Cross Liability Endorsements, or their equivalents. Further, coverage for the Additional Insureds shall apply on a primary basis irrespective of any other insurance, whether collectible or not. No policy shall include a self-insured retention, no policy shall include a deductible in excess of USD $25,000 and Company shall remain solely responsible for payment of any deductibles. All policies shall be endorsed to provide a waiver of subrogation in favor of the "Additional Insureds". All policies shall be endorsed to provide that in the event of cancellation, non-renewal or material modification Club shall receive at least thirty (30) days written notice thereof. Company shall furnish Club with certificates of insurance evidencing compliance with all insurance provisions noted above at least five (5) days prior to the commencement of the use of the Dunedin Facilities.

Notwithstanding any of the foregoing, the Club shall have the absolute right, on the Company's behalf, to obtain event-based insurance coverage to address some or all of the foregoing insurance requirements. In the event that the Club does so, the Club shall have the right to require the Company to either pay the premiums directly to the applicable insurer or to promptly reimburse the Club the costs of such insurance, up to a maximum amount of $6,500.

The Company (or, if the Club places any insurance policies, the Club) shall ensure that all of the foregoing insurance policies contain an endorsement that specifically waives any right of subrogation that the insurer may have against the Club or any of the Club-Related Entities.

(b) Company acknowledges that neither Club nor the City of Dunedin insures or protects Company's property and Company shall insure the property of Company, its employees, agents, exhibitors, performers, sub-licensees, personnel, members, and guests while at the Dunedin Facilities. Company waives all claims against Club and the City of Dunedin for loss or damage thereto no matter how caused. Company further agrees to obtain a waiver of subrogation provision in the policies insuring its property.

13. **Confidentiality.** The parties agree that the details of this Agreement shall be confidential and each shall undertake whatever measures are reasonably necessary to preserve that confidentiality. Any release of information concerning this Agreement shall be approved by both parties prior to being released or published. Notwithstanding the foregoing, either party shall be entitled to make such disclosure concerning it as is required by law and the Club shall be entitled to make such disclosure as may be required by the rules of Major League Baseball or Minor League Baseball or for corporate reporting purposes.

14. **Waiver.** The waiver by any party of a breach of any provisions of this agreement, which waiver must be in writing to be effective, shall not operate as or be construed as a waiver of any subsequent breach.

15. **Entire Agreement.** This Facility Use Agreement constitutes the full and complete understanding of the parties hereto and will supersede all prior agreements and understandings, oral or written, with respect to the subject matter hereof. This Facility Use Agreement may not be modified or amended except by an instrument in writing signed by the party against whom or which enforcement may be sought.

16. **Assignment.** The parties agree that this Facility Use Agreement shall not be assignable by the Company without the prior written consent of the Club. The Club may, without consent, assign its rights and obligations under this Facility Use Agreement to a person that directly or indirectly controls, is controlled by or is under common control with the Club, or to a transferee of all or substantially all of the assets of the Club.

17. **Severability**. If one or more of the provisions or paragraphs of the Facility Use Agreement shall be held to be illegal or otherwise void or invalid, the remainder of the Facility Use Agreement shall not be affected and shall remain in full force and effect.

18. **Choice of Law and Jurisdiction.** All issues pertaining to the validity, construction, execution and performance of this Facility Use Agreement will be construed and governed in accordance with the laws of the State of Florida and the laws of the United States of America applicable therein, without giving effect to the conflict or choice of law provisions thereof. The parties hereby attorn to the exclusive jurisdiction of the courts of the State of Florida for the purposes of any action arising out of this Facility Use Agreement.

19. **Independent Legal Advice**. Each party has had the opportunity to receive independent legal advice regarding this Facility Use Agreement and fully understands and agrees to the contents of this Facility Use Agreement.

20. **Counterparts**. This Facility Use Agreement may be executed in one or more counterparts, all of which will be considered one and the same agreement, and will become effective when one or more counterparts will have been signed by each party and delivered to the other party. Delivery of an executed counterpart of this agreement by facsimile or transmitted electronically in either a tagged image format file ("**TIFF**") or portable document format ("**PDF**") shall be equally effective as delivery of a manually executed counterpart of this Agreement.

Accepted and agreed this 15th day of January, 2013 by:

ROGERS BLUE JAYS BASEBALL PARTNERSHIP

By:_____
Name:
Title:

By:_____
Name:
Title:

THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

By:_____
Carol J. Cook
Chairperson

ATTEST

By:_____
Michael A. Grego, Ed.D.
Superintendent

Approved as to Form:

David Koperski
Office of School Board Attorney

01/15/13 10:30 AM
Regular School Board Meeting
301 Fourth Street SW
Largo, FL 33770

Pinellas County Schools

ADOPTED

REQUEST FOR APPROVAL (ID # 3786)

January 15, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

FROM: MICHAEL A. GREGO, Ed.D., SUPERINTENDENT

SUBJECT: Request Approval to Enter Into a Commercial Contract With Lou DeFabrizio for the Sale of the Euclid Center

BACKGROUND:
On April 19, 2011 the School Board gave permission for the sale of the Euclid Center, a two acre parcel of land and building located at 1090 10th Street North, St. Petersburg, Florida. At the September 25, 2012 School Board meeting the School Board gave approval to designate the Euclid Center unnecessary for educational purposes and released it for sale.

STRATEGIC DIRECTION: Managing Productive Systems

ALTERNATIVES:
1. Approve the sale of the Euclid Center to Lou DeFabrizio and authorize the School Board Attorney to close the transaction.
2. Do not approve the sale of the property.

RECOMMENDATION:
Alternative No. 1 is recommended.

RATIONALE:
The selling of the site will eliminate ongoing maintenance expenses, potential demolition cost and liability exposure. It is in the best interest of the public to sell this unused property and use the proceeds to support on-going educational efforts of the school board.

IMPACT STATEMENT:
The sale of this property will result in a one-time income of $526,000 minus closing cost.

DATA SOURCE:
David Koperski, School Board Attorney
Debbie Forster, Real Estate Analyst
Pat Haas, Real Estate Agent
Derek Keys, Real Estate Broker

SUBMITTED BY:
Michael Bessette, Associate Superintendent, Operational Services

ATTACHMENTS:

- Euclid Purchase Offer (PDF)

Commercial Contract

FloridaRealtors

1. **PARTIES AND PROPERTY:** Lou DeFabrizio ~~or Assigns~~ ("Buyer")
agrees to buy and SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA ("Seller")
agrees to sell the property as: Street Address: 1090 10TH STREET NORTH
ST. PETERSBURG, FL 33705
Legal Description: Bartlett Court, Block B, Lots 1 to 15 Incl.
13-31-16-02880-002-0010
and the following Personal Property: As Is

(all collectively referred to as the "Property") on the terms and conditions set forth below.

2. PURCHASE PRICE: $ ~~475,000.00~~ 526,000.

(a) Deposit held in escrow by Jon B. Coats Jr Attorney ("Escrow Agent") (checks are subject to actual and final collection) $

Escrow Agent's address: 1519 MLK N. St Petersburg FL 33704 Phone: 727/456-4462

(b) Additional deposit to be made to Escrow Agent within 3 days after Effective Date $ 10,000.00

(c) Additional deposit to be made to Escrow Agent within ____ days after Effective Date $

(d) Total financing (see Paragraph 5) $

(e) Other See Note: 2nd Deposit 1 day after Expiration of Diligence Period $ 30,000.00

(f) All deposits will be credited to the purchase price at closing. Balance to close, subject to adjustments and prorations, to be paid with locally drawn cashier's or official bank check(s) or wire transfer. $ ~~435,000.00~~ 486,000.

3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME: Unless this offer is signed by **Seller** and **Buyer** and an executed copy delivered to all parties on or before see note 1, this offer will be withdrawn and the **Buyer's** deposit, if any, will be returned. The time for acceptance of any counter offer will be 3 days from the date the counter offer is delivered. **The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer.** Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays. Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next business day. **Time is of the essence in this Contract.**

4. CLOSING DATE AND LOCATION:

(a) Closing Date: This transaction will be closed on See Note 2 (Closing Date), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing up to 5 days after the insurance underwriting suspension is lifted.

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Attachment: Euclid Purchase Offer (3786 : Commercial Cotnract W/ Lou DeFabrizio - Sale of Euclid Center)

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(b) Location: Closing will take place in Pinellas County, Florida. (If left blank, closing will take place in the county where the property is located.) Closing may be conducted by mail or electronic means.

5. THIRD PARTY FINANCING:

BUYER'S OBLIGATION: Within _____ days (5 days if left blank) after Effective Date, **Buyer** will apply for third party financing in an amount not to exceed _____% of the purchase price or $ _____, with a fixed interest rate not to exceed _____% per year with an initial variable interest rate not to exceed _____%, with points or commitment or loan fees not to exceed _____% of the principal amount, for a term of _____ years, and amortized over _____ years, with additional terms as follows:

_____.

Buyer will timely provide any and all credit, employment, financial and other information reasonably required by any lender. **Buyer** will use good faith and reasonable diligence to (i) obtain Loan Approval within _____ days (45 days if left blank) from Effective Date (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval, and (iii) close the loan. **Buyer** will keep **Seller** and Broker fully informed about loan application status and authorizes the mortgage broker and lender to disclose all such information to **Seller** and Broker. **Buyer** will notify **Seller** immediately upon obtaining financing or being rejected by a lender. **CANCELLATION:** If **Buyer**, after using good faith and reasonable diligence, fails to obtain Loan Approval by Loan Approval Date, **Buyer** may within _____ days (3 days if left blank) deliver written notice to **Seller** stating **Buyer** either waives this financing contingency or cancels this Contract. If **Buyer** does neither, then **Seller** may cancel this Contract by delivering written notice to **Buyer** at any time thereafter. Unless this financing contingency has been waived, this Contract shall remain subject to the satisfaction, by closing, of those conditions of Loan Approval related to the Property. **DEPOSIT(S) (for purposes of Paragraph 5 only):** If **Buyer** has used good faith and reasonable diligence but does not obtain Loan Approval by Loan Approval Date and thereafter either party elects to cancel this Contract as set forth above or the lender fails or refuses to close on or before the Closing Date without fault on **Buyer's** part, the Deposit(s) shall be returned to **Buyer**, whereupon both parties will be released from all further obligations under this Contract, except for obligations stated herein as surviving the termination of this Contract. If neither party elects to terminate this Contract as set forth above or **Buyer** fails to use good faith or reasonable diligence as set forth above, **Seller** will be entitled to retain the Deposit(s) if the transaction does not close.

6. TITLE: **Seller** has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty deed ☐ other _____, free of liens, easements and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____

_____;

provided there exists at closing no violation of the foregoing and none of them prevents **Buyer's** intended use of the Property as residential single family and multifamily redevelopment and development.

(a) Evidence of Title: The party who pays the premium for the title insurance policy will select the closing agent and pay for the title search and closing services. **Seller** will, at (check one) ☒ **Seller's** ☐ **Buyer's** expense and within 5 days ☒ after Effective Date ☐ or at least ___ days before Closing Date deliver to **Buyer** (check one)

☒ (i.) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before Closing and, upon **Buyer** recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to exceptions stated above. If **Buyer** is paying for the evidence of title and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

☐ (ii.) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller** then (i.) above will be the evidence of title.

(b) Title Examination: **Buyer** will, within 15 days from receipt of the evidence of title deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (1) **Buyer** fails to deliver proper notice of defects or

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Attachment: Euclid Purchase Offer (3786 : Commercial Cotnract W/ Lou DeFabrizio - Sale of Euclid Center)

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(2) **Buyer** delivers proper written notice and **Seller** cures the defects within ~~45~~ 90 days from receipt of the notice ("Curative Period"). If the defects are cured within the Curative Period, closing will occur within 10 days from receipt by **Buyer** of notice of such curing. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, **Buyer** will have 10 days from receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) Survey: (check applicable provisions below)

☒ (i.)**Seller** will, within 3 days from Effective Date, deliver to **Buyer** copies of prior surveys, plans, specifications, and engineering documents, if any, and the following documents relevant to this transaction: Permits, inspections, environmental, reports, roof, electric, HVAC, building plans plumbing prepared for **Seller** or in **Seller's** possession, which show all currently existing structures. In the event this transaction does not close, all documents provided by **Seller** will be returned to **Seller** within 10 days from the date this Contract is terminated.

☐ **Buyer** will, at ☒ **Seller's** ☐ **Buyer's** expense and within the time period allowed to deliver and examine title evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments on the Property or that the improvements encroach on the lands of another, ☒ **Buyer** will accept the Property with existing encroachments ~~☒ such encroachments will constitute a title defect to be cured within the Curative Period.~~

(d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.

7. PROPERTY CONDITION: Seller will deliver the Property to **Buyer** at the time agreed in its present "as is" condition, ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. **Seller** makes no warranties other than marketability of title. In the event that the condition of the Property has materially changed since the expiration of the Due Diligence Period, **Buyer** may elect to terminate the Contract and receive a refund of any and all deposits paid, plus interest, if applicable. By accepting the Property "as is", **Buyer** waives all claims against **Seller** for any defects in the Property. (Check **(a)** or **(b)**)

☐ **(a) As Is: Buyer** has inspected the Property or waives any right to inspect and accepts the Property in its "as is" condition.

☒ **(b) Due Diligence Period: Buyer** will, at **Buyer's** expense and within 15 days from Effective Date ("Due Diligence Period"), determine whether the Property is suitable, in **Buyer's** sole and absolute discretion, for **Buyer's** intended use and development of the Property as specified in Paragraph 6. During the Due Diligence Period, **Buyer** may conduct any tests, analyses, surveys and investigations ("Inspections") which **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that **Buyer** deems appropriate to determine the suitability of the Property for **Buyer's** intended use and development. **Buyer** will deliver written notice to **Seller** prior to the expiration of the Due Diligence Period of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property in its present "as is" condition. **Seller** grants to **Buyer**, its agents, contractors and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections; provided, however, that **Buyer**, its agents, contractors and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a mechanic's lien being filed against the Property without **Seller's** prior written consent. In the event this transaction does not close, (1) **Buyer** will repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and (2) **Buyer** will, at **Buyer's** expense release to **Seller** all reports and other work generated as a result of the Inspections. Should **Buyer** deliver timely notice that the Property is not acceptable, **Seller** agrees that **Buyer's** deposit will be immediately returned to **Buyer** and the Contract terminated.

(c) Walk-through Inspection: Buyer may, on the day prior to closing or any other time mutually agreeable to the

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parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and to ensure that all Property is on the premises.

8. OPERATION OF PROPERTY DURING CONTRACT PERIOD: Seller will continue to operate the Property and any business conducted on the Property in the manner operated prior to Contract and will take no action that would adversely impact the Property, tenants, lenders or business, if any. Any changes, such as renting vacant space, that materially affect the Property or **Buyer's** intended use of the Property will be permitted [X] only with **Buyer's** consent [ ] without **Buyer's** consent.

9. CLOSING PROCEDURE: Unless otherwise agreed or stated herein, closing procedure shall be in accordance with the norms where the Property is located.

(a) Possession and Occupancy: Seller will deliver possession and occupancy of the Property to **Buyer** at closing. **Seller** will provide keys, remote controls, and any security/access codes necessary to operate all locks, mailboxes, and security systems.

(b) Costs: Buyer will pay **Buyer's** attorneys' fees, taxes and recording fees on notes, mortgages and financing statements and recording fees for the deed. **Seller** will pay **Seller's** attorneys' fees, taxes on the deed and recording fees for documents needed to cure title defects. If **Seller** is obligated to discharge any encumbrance at or prior to closing and fails to do so, **Buyer** may use purchase proceeds to satisfy the encumbrances.

(c) Documents: Seller will provide the deed; bill of sale; mechanic's lien affidavit; originals of those assignable service and maintenance contracts that will be assumed by **Buyer** after the Closing Date and letters to each service contractor from **Seller** advising each of them of the sale of the Property and, if applicable, the transfer of its contract, and any assignable warranties or guarantees received or held by **Seller** from any manufacturer, contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium documents, if applicable; assignments of leases, updated rent roll; tenant and lender estoppels letters; tenant subordination, non-disturbance and attornment agreements (SNDAs) required by the **Buyer** or **Buyer's** lender; assignments of permits and licenses; corrective instruments; and letters notifying tenants of the change in ownership/rental agent. If any tenant refuses to execute an estoppels letter, **Seller** will certify that information regarding the tenant's lease is correct. If **Seller** is an entity, **Seller** will deliver a resolution of its Board of Directors authorizing the sale and delivery of the deed and certification by the appropriate party certifying the resolution and setting forth facts showing the conveyance conforms to the requirements of local law. **Seller** will transfer security deposits to **Buyer**. **Buyer** will provide the closing statement, mortgages and notes, security agreements, and financing statements.

(d) Taxes and Prorations: Real estate taxes, personal property taxes on any tangible personal property, bond payments assumed by **Buyer**, interest, rents (based on actual collected rents), association dues, insurance premiums acceptable to **Buyer**, and operating expenses will be prorated through the day before closing. If the amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at request of either party, be readjusted upon receipt of current year's tax bill; this provision will survive closing.

(e) Special Assessment Liens: Certified, confirmed, and ratified special assessment liens as of the Closing Date will be paid by **Seller**. If a certified, confirmed, and ratified special assessment is payable in installments, **Seller** will pay all installments due and payable on or before the Closing Date, with any installment for any period extending beyond the Closing Date prorated, and **Buyer** will assume all installments that become due and payable after the Closing Date. **Buyer** will be responsible for all assessments of any kind which become due and owing after Closing Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially completed as of the Closing Date but has not resulted in a lien before closing, **Seller** will pay the amount of the last estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and does not apply to condominium association special assessments.

(f) Foreign Investment in Real Property Tax Act (FIRPTA): If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** agree to comply with Section 1445 of the Internal Revenue Code. **Seller** and **Buyer** will complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or

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Social Security Numbers to the closing agent. If **Buyer** does not pay sufficient cash at closing to meet the withholding requirement, **Seller** will deliver to **Buyer** at closing the additional cash necessary to satisfy the requirement.

10. ESCROW AGENT: Seller and **Buyer** authorize Escrow Agent or Closing Agent (collectively "Agent") to receive, deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance with the terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option, (a) hold the escrowed items until the parties mutually agree to its disbursement or until a court of competent jurisdiction or arbitrator determines the rights of the parties or (b) deposit the escrowed items with the clerk of the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the parties of such action, Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If Agent is a licensed real estate broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent interpleads the escrowed items or is made a party because of acting as Agent hereunder, Agent will recover reasonable attorney's fees and costs incurred, with these amounts to be paid from and out of the escrowed items and charged and awarded as court costs in favor of the prevailing party.

11. CURE PERIOD: Prior to any claim for default being made, a party will have an opportunity to cure any alleged default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-complying party specifying the non-compliance. The non-complying party will have 5 days (5 days if left blank) after delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.

12. RETURN OF DEPOSIT: Unless otherwise specified in the Contract, in the event any condition of this Contract is not met and **Buyer** has timely given any required notice regarding the condition having not been met, **Buyer's** deposit will be returned in accordance with applicable Florida Laws and regulations.

13. DEFAULT:

(a) In the event the sale is not closed due to any default or failure on the part of **Seller** other than failure to make the title marketable after diligent effort, **Buyer** may either (1) receive a refund of **Buyer's** deposit(s) or (2) seek specific performance. If **Buyer** elects a deposit refund, **Seller** will be liable to Broker for the full amount of the brokerage fee.

(b) In the event the sale is not closed due to any default or failure on the part of **Buyer**, **Seller** may either (1) retain all deposit(s) paid or agreed to be paid by **Buyer** as agreed upon liquidated damages, consideration for the execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek specific performance. If **Seller** retains the deposit, **Seller** will pay the Brokers named in Paragraph 20 fifty percent of all forfeited deposits retained by **Seller** (to be split equally among the Brokers) up to the full amount of the brokerage fee. If **Buyer** fails to timely place a deposit as required by this Contract, **Seller** may either (1) terminate the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without waiving any remedy for **Buyer's** default.

14. ATTORNEY'S FEES AND COSTS: In any claim or controversy arising out of or relating to this Contract, the prevailing party, which for purposes of this provision will include **Buyer**, **Seller** and Broker, will be awarded reasonable attorneys' fees, costs, and expenses.

15. NOTICES: All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice, document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker) representing a party will be as effective as if given by or delivered to that party.

16. DISCLOSURES:

(a) Commercial Real Estate Sales Commission Lien Act: The Florida Commercial Real Estate Sales Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of commercial real estate for any commission earned by the broker under a brokerage agreement. The lien upon the owner's net

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proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not attach to any interest in real property. This lien right cannot be waived before the commission is earned.

(b) Special Assessment Liens Imposed by Public Body: The Property may be subject to unpaid special assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such liens, if any, shall be paid as set forth in Paragraph 9(e).

(c) Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

(d) Energy-Efficiency Rating Information: Buyer acknowledges receipt of the information brochure required by Section 553.996, Florida Statutes.

17. RISK OF LOSS:

(a) If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, **Seller** will bear the risk of loss and **Buyer** may cancel this Contract without liability and the deposit(s) will be returned to **Buyer**. Alternatively, **Buyer** will have the option of purchasing the Property at the agreed upon purchase price and **Seller** will credit the deductible, if any and transfer to **Buyer** at closing any insurance proceeds, or **Seller's** claim to any insurance proceeds payable for the damage. **Seller** will cooperate with and assist **Buyer** in collecting any such proceeds. **Seller** shall not settle any insurance claim for damage caused by casualty without the consent of the **Buyer**.

(b) If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the right of eminent domain, or proceedings for such taking will be pending or threatened, **Buyer** may cancel this Contract without liability and the deposit(s) will be returned to **Buyer**. Alternatively, **Buyer** will have the option of purchasing what is left of the Property at the agreed upon purchase price and **Seller** will transfer to the **Buyer** at closing the proceeds of any award, or **Seller's** claim to any award payable for the taking. **Seller** will cooperate with and assist **Buyer** in collecting any such award.

18. ASSIGNABILITY; PERSONS BOUND: This Contract may be assigned to a related entity, and otherwise ☒ is ☐ not assignable ☒ ~~is assignable~~. If this Contract may be assigned, **Buyer** shall deliver a copy of the assignment agreement to the **Seller** at least 5 days prior to Closing. The terms **"Buyer," "Seller"** and "Broker" may be singular or plural. This Contract is binding upon **Buyer**, **Seller** and their heirs, personal representatives, successors and assigns (if assignment is permitted).

19. MISCELLANEOUS: The terms of this Contract constitute the entire agreement between **Buyer** and **Seller**. Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be construed under Florida law and will not be recorded in any public records.

20. BROKERS: Neither **Seller** nor **Buyer** has used the services of, or for any other reason owes compensation to, a licensed real estate Broker other than:

(a) Seller's Broker: Morris Gregory Haas LLC (Company Name) Patricia Haas (Licensee)

504 Royal GreensTemple Terrace FL 33617 813.629.4459 pat@morrishaas.com
(Address, Telephone, Fax, E-mail)

who ☒ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensated by ☐ **Seller** ☐ **Buyer** ☐ both parties pursuant to ☒ a listing agreement ☐ other (specify) _____

_____

Buyer (AD) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page, which is Page 6 of 8 Pages.

Attachment: Euclid Purchase Offer (3786 : Commercial Cotnract W/ Lou DeFabrizio - Sale of Euclid Center)

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288* **(b) Buyer's Broker:** Derek Keys Commercial Real Estate LLC (Company Name) Derek Keys (Licensee)
289
290* 1 Beach Dr #803 St Petersburg FL 33701 813/334-3018 derek@derekkeys.com
291 (Address, Telephone, Fax, E-mail)
292* who ☐ is a single agent ☒ is a transaction broker ☐ has no brokerage relationship and who will be compensated
293* by ☐ **Seller's Broker** ☒ **Seller** ☐ **Buyer** ☐ both parties pursuant to ☒ an MLS offer of compensation ☐ other (specify)
294*
295 (collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to
296 inquiries, introductions, consultations, and negotiations resulting in this transaction. **Seller** and **Buyer** agree to
297 indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including
298 reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is
299 inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to
300 Paragraph 10, (3) any duty accepted by Broker at the request of **Seller** or **Buyer**, which is beyond the scope of
301 services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and
302 expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of **Seller** or **Buyer**.

303 **21. OPTIONAL CLAUSES:** (Check if any of the following clauses are applicable and are attached as an addendum to
304 this Contract):

305* ☐ Arbitration	☐ Seller Warranty	☐ Existing Mortgage
306* ☐ Section 1031 Exchange	☐ Coastal Construction Control Line	☐ Buyer's Attorney Approval
307* ☐ Property Inspection and Repair	☐ Flood Area Hazard Zone	☐ Seller's Attorney Approval
308* ☐ Seller Representations	☐ Seller Financing	☐ Other _____

309 **22. ADDITIONAL TERMS:**

310* Note1: TIME FOR ACCEPTANCE; EFFECTIVE DATE: The effective date shall be the date upon which the contract
311* is approved by the Pinellas County School Board.
312*
313* Title Company Note: Seller has selected is Somers Title Company, 1290 Court St, Clearwater FL 33756
314* Attention Mikell St Germain Phone 727/441-1088 Fax: Fax: 727/449-1359
315*
316* Note 2: Closing shall be 30 days after expiration of Diligence Period.
317* Deposit Note: 2nd Deposit by Buyer to be made only if buyer concludes Diligence and delivers notice to Seller that
318* property is acceptable.
319* Note Survey: Seller to provide a boundary Survey of the property. Survey to be recent, within last 90 days.
320*

321 **THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE**
322 **ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL**
323 **FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE**
324 **PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE**
325 **EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR**
326 **REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER**
327 **ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL**
328 **REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER**
329 **REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF**
330 **THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS**
331 **AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE**
332 **AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.**

333* **Buyer** (AD) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page, which is Page 7 of 8 Pages.

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Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other party that such signatory has full power and authority to enter into and perform this Contract in accordance with its terms and each person executing this Contract and other documents on behalf of such party has been duly authorized to do so.

_____ Date: Nov 21 2012

Lou DEFABRIZIO Tax ID No: _____

(Typed or Printed Name of **Buyer**)

Title: _____ Telephone: 727 455-9292.

_____ Date: _____

_____ Tax ID No: _____

(Typed or Printed Name of **Buyer**)

Title: _____ Telephone: _____

Buyer's Address for purpose of notice: Attorney

Facsimile: _____ Email: _____

_____ Date: _____

_____ Tax ID No: _____

(Typed or Printed Name of **Seller**)

Title: _____ Telephone: _____

_____ Date: _____

_____ Tax ID No: _____

(Typed or Printed Name of **Seller**)

Title: _____ Telephone: _____

Seller's Address for purpose of notice: _____

Facsimile: _____ Email: _____

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Buyer (___) and **Seller** (___) (___) acknowledge receipt of a copy of this page, which is Page 8 of 8 Pages.

Approved As To Form:

School Board Attorney

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01/15/13 10:30 AM
Regular School Board Meeting
301 Fourth Street SW
Largo, FL 33770

Pinellas County Schools

ADOPTED

REQUEST FOR APPROVAL (ID # 3787)

January 15, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

FROM: MICHAEL A. GREGO, Ed.D., SUPERINTENDENT

SUBJECT: Request Approval of Agreement With George F. Young, Inc. for Civil Engineering and Contract Administration Services in Connection With Traffic, Parking, and Drainage Improvements in the Amount of $71,881 at Clearwater High School, Project No. 9395

BACKGROUND:
Pursuant to Section 287.055 Florida Statutes, negotiations were conducted for engineering services in connection with modifications to bus, student, staff, and visitor parking and traffic flow; replacement of collapsed storm structures and lines; elimination of localized flooding at Clearwater High School.

The estimated total cost of this project is $560,000. The agreement is the result of negotiations with the Project Architect/Engineer (PA/E). The cost of this agreement is $71,881 including additional services. A copy of the agreement is attached.

STRATEGIC DIRECTION: Safe Learning Environment

ALTERNATIVES:
1. Approve the agreement.
2. Do not approve the agreement.

RECOMMENDATION:
Alternative No. 1 is recommended.

RATIONALE:
Approval of the agreement is necessary to proceed with Phase I of the design at Clearwater High School.

IMPACT STATEMENT:

Construction Cost (Construction Manager Services)	$0	
Construction Cost Sub-Total		$0
Project Architect/Engineering Design Cost (PA/E)	$71,881	
PA/E Sub-Total		$71,881
Administrative/Planning Costs (Miscellaneous)		
Miscellaneous Sub-Total		$0
Furniture, Equipment and Technology (FE & T)	$0	
FE & T Sub-Total		$0
Estimated Total Project Cost to Date		$71,881
The source of this funding is District Capital Outlay School Tax.		

DATA SOURCE:
David Koperski, School Board Attorney
Joe Maceda, Financial Reporting Analyst
Nick Hriciga, Technical Projects Coordinator
Jon Gotwald, George F. Young, Inc.

SUBMITTED BY:
Michael Bessette, Associate Superintendent, Operational Services

/bj

ATTACHMENTS:

- Clearwater HS PAE AGREEMENT (PDF)

AGREEMENT

THIS AGREEMENT, made and entered into this **15th day of January, 2013**, by and between THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA, hereinafter referred to as the "Board" and **George F. Young, Inc.**, hereinafter referred to as the "Project Architect/Engineer" or the PA/E:

WITNESSETH

WHEREAS, the Board intends to construct **traffic, parking and drainage improvements at Clearwater High School, Project No. 9395,** hereinafter referred to as the "Project;" and

WHEREAS, an estimated construction budget of **$560,000** has been established for the Project; and

WHEREAS, the PA/E has been selected by the Board pursuant to Section 287.055, Florida Statutes (the Consultants' Competitive Negotiations Act, hereinafter referred to as "CCNA") to enter into negotiations to provide professional architectural/engineering services to the Board for this Project; and

WHEREAS, the PA/E certifies that he is properly licensed in the State of Florida and in Pinellas County to render the professional services required by this Agreement; and

WHEREAS, the Board has requested the PA/E to prepare Schematic, and Construction Documents in accordance with the scope of the Project herein: entitled **traffic, parking and drainage improvements at Clearwater High School** hereinafter referred to as the "Project" and scheduled for approval by the Board on the **15TH day of January, 2013** and to provide construction administration during the construction of the Project and cooperate with the Office of the School Board Architect.

NOW, THEREFORE, the Board and the PA/E, for the consideration hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

Attachment: Clearwater HS PAE AGREEMENT (3787 : Agreement W/ George F. Young, Inc. - Clearwater High)

I. BASIC SERVICES. The PA/E's basic services shall comply with the Florida Building Code, applicable as of the date of this Agreement, and all supplemental rules issued thereto; the Project Program or Educational Specifications; and the Office of the School Board Architect's "Project Architect and Engineer's Handbook," (hereinafter referred to as the PA/E Handbook) in effect on the date of this Agreement. The PA/E shall follow the requirements of the PA/E Handbook and shall bear responsibility for same except for those specific instances in which he has protested to and received written approval from the Office of the School Board Architect for an exception. The Basic Services shall consist of four phases described in Articles I.A through I.D of this Agreement, unless otherwise expressly stated herein, and shall include, but not necessarily be limited to, civil and electrical engineering.

Civil Engineering site design shall be defined for purposes of this Agreement as those services the PA/E would normally provide to designate paved and walkway areas, spot elevations or contour lines of surrounding grades sufficient to indicate surface rain water run-off.

The PA/E shall prepare and file documents required for approval by governmental authorities having jurisdiction over the Project, except that under Basic Services the PA/E will not be required to serve as an expert witness at public hearings or legal proceedings, nor will the PA/E be required to prepare or file a Development of Regional Impact (DRI) study with the Tampa Bay Regional Planning Council. The PA/E shall prepare detailed information for the Department of Environmental Protection, (hereinafter referred to as the "DEP"), and for the Southwest Florida Water Management District, and local or other environmental agencies as required. Such services shall be provided by the PA/E at the Board's request as an Additional Service. The PA/E shall, however, meet with the District Staff and make presentations to the Board as deemed necessary in the sole discretion of the Office of the School Board Architect as a part of the basic services.

A. Schematic Design Phase I. The PA/E shall review the program and the Project budget requirements as established by the Board, and the proposed site selected by the Board, and shall investigate the conditions at the Project site in order to prepare appropriate schematic

Attachment: Clearwater HS PAE AGREEMENT (3787 : Agreement W/ George F. Young, Inc. - Clearwater High)

architectural and engineering documents in accordance with the program. In the event that an ambiguity or contradiction exists between the program, this Agreement, the PA/E Handbook, or the Florida Building Code, the PA/E shall apply for and receive from the Office of the School Board Architect a written interpretation which will bind both parties. Upon such written request, the Office of the School Board Architect will respond within thirty (30) working days after the date appearing on the request. Upon application of and receipt from the Office of the School Board Architect of an interpretation of the program, the parties to this Agreement and subsequent agreements will be bound by such interpretation.

Upon the Board's approval of a building site, the PA/E shall provide architectural site design which will provide for ingress and egress. During the Schematic Design Phase I, the PA/E shall prepare alternate approaches to design and construction; shall review such with designated representatives of the Owner; and shall continue in these efforts to resolve problems and develop an acceptable design solution to a degree which the Office of the School Board Architect will personally approve for presentation to the Board. Only changes after the Office of the School Board Architect's approval of such schematic design solution may entitle the PA/E to additional compensation.

Based upon the approved program (and any revisions made thereto during the Schematic Design Phase), budget requirements and building site considerations, the PA/E shall prepare and submit for approval by the Board the Schematic Design Document Phase I, consisting of drawings and other documents as defined in the PA/E Handbook illustrating the scale and relationship of the Project components, along with a statement of probable construction cost based upon current area, volume or other unit costs.

Beginning with the Schematic Design Phase I and with each subsequent submittal (Preliminary Design Phase II, if required) and Construction Documents Phase III, the PA/E shall submit an estimated statement of probable construction cost. In the event the estimate exceeds the approved budget sum, the PA/E shall identify the work which can be accomplished for a base bid sum equal to or less than the budgeted sum, and shall identify alternate bids to be bid,

Attachment: Clearwater HS PAE AGREEMENT (3787 : Agreement W/ George F. Young, Inc. - Clearwater High)

together with the estimated costs for such alternate bids. The Board may elect to accept an estimate of construction costs higher than previously established in the budget or previously approved during a phase estimate, or the Board may elect to proceed with the base bid equal to or less than the budgeted sum, along with additive alternate bids, or the Board may reject that phase submittal. Acceptance of the higher estimate of probable construction costs shall establish a new construction sum for the Project towards which the PA/E shall endeavor to design the project in order to not exceed the estimated construction costs of the new budget adopted by the Board.

B. Construction Document Phase III. The PA/E shall continue to investigate the existing conditions at the Project site after the Board approves the Preliminary Design Phase II submittal and shall make further minor adjustments to the scope or quality of the Project, as authorized by the Board in the previous submittals or by adjustments made to the budget for the Project. Based upon the approved Preliminary Design Phase II submittal as authorized by the Board, and in accordance with Office of the School Board Architect review requirements, the PA/E shall prepare for the Board and/or Department of Education (DOE) approval, the Construction Documents Phase III submittal consisting of final plans (drawings) and specifications setting forth in detail the requirements for the construction of the Project, as defined in the PA/E Handbook. The PA/E shall advise the Board of any adjustments to the previous statements of probable construction cost. The PA/E shall assist the Board in connection with the Board's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

C. Bidding Phase IV. The PA/E shall assist the Board in preparing necessary bidding forms and conditions of the Contract and the form of Agreement between the Board and the Construction Manager or Contractor shall convene, attend and conduct the prebid conference at the job site or any other place designated by the PA/E, and shall assist the Board in obtaining sufficient bids for the Project.

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D. Construction Phase V. The construction phase will commence with the award of the Contract for construction. The PA/E will administer the construction contract by making periodic visits to the site at intervals appropriate to the progress of the construction (or otherwise agreed to by the PA/E in writing). The administration of the construction contract shall include but not be limited to the following:

1. convene, attend and conduct the preconstruction conference,

2. prepare and print minutes of all meetings and distribute to the appropriate parties,

3. provide special inspections required by the Office of the School Board Architect in accordance with the contract documents,

4. review shop drawings for compliance with contract documents,

5. attend job site meetings on a weekly or bi-monthly basis as dictated by the scope and size of the construction project,

6. review monthly or other periodic applications for payment by the Construction Manager or Contractor,

7. prepare change orders and/or field orders,

8. prepare punch lists, inspect completed work and edit punch lists as conditions warrant,

9. issue and sign Certificates of Substantial Completion,

10. issue and sign Certificates of Final Inspection,

11. review and approve project close-out documents.

The PA/E shall be the representative of the Board during the construction phase and shall advise and consult with the Board as to all phases of construction. Instructions from the Office of the School Board Architect or Board to the Construction Manager or Contractor shall be forwarded through the PA/E. The PA/E shall have authority to act on behalf of the Board only to the extent provided for in the contract documents, unless otherwise modified by written mutual agreement. The PA/E shall visit the site at intervals appropriate to various stages of construction and become generally familiar with the progress and quality of the work performed by the Construction Manager or Contractor and determine and advise the Board whether the

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work is proceeding in accordance with the contract documents. The PA/E shall review, approve, or take other appropriate action upon the Construction Manager's or Contractor's submittal of documents, including, but not limited to, shop drawings, project data and samples, but only for compliance with the design concept of the work and with the information given in the contract documents. Such action by the PA/E shall be taken with reasonable promptness so as to cause no delay to the Project. The PA/E's approval of specific items shall not indicate approval of any assembly of which the item is a component. The PA/E shall certify the Construction Manager's or Contractor's monthly application for payment based upon the percentage of the construction completed at the Project in accordance with the plans and specifications. The PA/E shall determine the amounts owing to the Construction Manager or Contractor based on observations at the site. After evaluating the Construction Manager's or Contractor's application for payment, if the PA/E approves, the PA/E shall sign the certificate and forward it to the Office of the School Board Architect inspector. The failure of the PA/E to forward to the Board the completed submittal and all required back-up data, or if the certificate (or request for payment) is incorrectly prepared or contains arithmetic errors, the Board may reject the Construction Manager's or Contractor's pay application and return it to the PA/E without penalty to the Board because of delay or error.

The PA/E shall invite and include the Office of the School Board Architect to review meetings and to review inspections during the time when the Construction Manager's or Contractor's applications for payment are evaluated by the PA/E.

The PA/E shall provide appropriate administration of the Project including special inspections and testing of materials and systems at Board expense that are included in the construction contract.

The PA/E shall prepare change orders and keep the Board (through the Office of the School Board Architect) informed monthly as to the progress and quality of the work and endeavor to guard the Board against defects and deficiencies in the work by the Construction Manager, Contractor or his subcontractors and material suppliers.

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The PA/E shall conduct appropriate observations to determine the dates of substantial and final completion, receive and forward to the Board written warranties and documents required by the construction contract and certify the final certificate of payment in affidavit form, certifying that to the best of his knowledge the Project has been constructed according to the final plans and specifications, Florida Building Code, ADA and all other applicable codes, and that all mandatory requirements have been satisfied.

The PA/E shall have the authority and duty to reject work by the Construction Manager or Contractor which does not conform to the contract documents. If the PA/E observes faulty materials or workmanship at the Project, or if the PA/E observes the use of improper material or any work not being accomplished in a satisfactory manner by the Construction Manager, Contractor or subcontractors, the PA/E shall immediately notify the Construction Manager or Contractor and the Office of the School Board Architect.

Although the PA/E does not guarantee the performance of the construction contract, the PA/E shall, nevertheless, exercise due diligence to protect the Board against defects and deficiencies in the work and use of improper materials by the Construction Manager or Contractor and subcontractors.

After substantial completion of the work, the PA/E shall furnish the Board with a certified statement, in affidavit form, that in his professional opinion, the Project has been performed and completed according to the contract documents, Florida Building Code, ADA and all other applicable codes, and that all mandatory requirements have been satisfied.

The PA/E shall interpret the requirements of the construction contract documents. The PA/E shall render such interpretations as are necessary with reasonable promptness when written request is made by the Board, Construction Manager or Contractor. The PA/E shall render written decisions, within seven (7) calendar days, on all claims, disputes and other matters questioned by the Construction Manager, Contractor or Office of the School Board Architect relating to the execution or progress of the work or the interpretation of the contract documents.

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The PA/E shall diligently assist the Board in obtaining correct and accurate as-built or record drawings from the Construction Manager or Contractor.

In the event the Board, Office of the School Board Architect, Construction Manager or Contractor requests the PA/E to visit the Project after substantial completion is accepted by the Board or during the warranty periods, review or observations which are conducted in connection with punch lists or warranty issues shall not be considered Additional Services. However, in the event that the PA/E continues to provide contract administration, because of the failure of the Construction Manager or Contractor to complete the Project within 110% of the calendar days allotted for construction in the contract for construction and in subsequent change orders, after the original construction contract completion date and extensions have been approved and the cause of the delay is the Construction Manager's or Contractor's and is not attributable to the PA/E, the PA/E may request the Board to withhold from the Construction Manager's or Contractor's partial or final payment sufficient sums in order to compensate the PA/E for extended contract administration. If the PA/E certifies that he has provided such extended contract administration and the delay in construction is the fault of the Construction Manager or Contractor and is not attributable to the PA/E, the additional contract administration shall be regarded as Additional Services for which the PA/E shall be entitled to negotiate additional compensation based on an hourly rate.

E. In the event of a claim by the Construction Manager or Contractor based upon error, omission, act, or failure to act, or failure to act in a timely manner on the part of the PA/E, the PA/E shall be liable to the Owner to the extent the Owner is, in turn, obligated to the Construction Manager or Contractor for these errors, omissions, acts, or failure to act, or failure to act in a timely fashion, together with costs, and reasonable attorney's fees, if any, incurred by the Owner as a result of such error, omissions, act, or failure to act or failure to timely act.

F. If the estimated construction budget (adjusted as provided in the third paragraph on page 1 of this Agreement) is exceeded by the Guaranteed Maximum Price (GMP), the Board shall have the option in the Board's best interest to:

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1. give written approval of an increase in such fixed limit; or,

2. if the Project is abandoned, terminate in accordance with Paragraph X; or,

3. cooperate in revising the Project scope and/or quality and/or design as required to reduce the construction cost.

If the Board chooses to proceed under Paragraph G.3. above, the PA/E, without additional charge, shall modify the Contract Documents as necessary to comply with the fixed limit established as a condition of this Agreement and/or subsequently approved by the Board. A full faith effort (as approved by the Owner) on the part of the PA/E in the modification of the Contract Documents shall be the limit of the PA/E's responsibility arising out of the original establishment of the fixed limit and/or as subsequently approved by the Board. The PA/E shall be entitled to compensation in accordance with this Agreement for all other services actually performed whether or not the Construction Phase is commenced, without considering work in this paragraph to be Additional Services.

II. ADDITIONAL ENGINEERING SERVICES. Additional services, if performed by the PA/E at the request of the Board, shall entitle the PA/E to additional compensation to be negotiated at the time that the Board requests such services. The following are considered additional services: detailed construction cost estimator, acoustician, landscape architect, site irrigation consultant, graphic design consultant, on-site civil engineering, off-site civil engineering, third bid proceeding, expert testimony, public hearing, legal proceedings (unless subpoenaed by the tribunal or a third party), full-time Project representative, program writing, special feasibility studies, evaluation of more than one site, master planning, bidding and coordination of separate contracts, expanded services caused by fire or similar causes or the default of the Construction Manager, Contractor or Board making measured drawings, travel out-of-county requested by the Board, threshold building inspections as required by the Board and the law, Florida Energy Evaluation Technique (FLEET), development of regional impact study, applications to DEP, application to Southwest Florida Water Management District, making revisions inconsistent with prior Board approval, and other services not otherwise included in this Agreement. For further explanation of Additional Services, the PA/E shall refer

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to the PA/E's Handbook. Generally, if the Board requests Additional Services, the PA/E shall furnish such services requested with the fees to be negotiated between the PA/E and the Board. Under no circumstances will the principals of the PA/E and the principals of his consultants be paid a fee in excess of **$125** per hour.

III. BOARD RESPONSIBILITIES. The Board shall provide a program (or Educational Specifications) which outlines its design objectives, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment and systems and site requirements.

The Board shall furnish, if necessary, a legal description and land survey of the site, and if applicable, grades and lines of the streets, alleys, pavements, adjoining property, rights-of-way, easements, boundaries and contours of the site, locations, dimensions and complete data pertaining to the existing buildings on the site, and, if necessary, site information as to trees and shrubs and such information as is necessary concerning available services and utility lines above and below grade, including inverts and depths.

The Board shall furnish information and render approvals and decisions as expeditiously as necessary for the orderly progress of the PA/E's services.

IV. COMPENSATION.

The total payment for services will be **$71,881** and is itemized as follows:

A. Payment for Basic Services. For the "Basic Services" to be performed pursuant to this Agreement, the PA/E will be paid a fee of **$38,635** to be paid periodically according to Article V of this Agreement.

B. Payment for Additional Services. The PA/E shall be entitled to additional compensation for those services which the PA/E agrees to perform set forth as follows:

Survey Services	$12,296
Reimbursable	$ 1,000
NPDES Fee	$ 250
Geotechnical Subconsultant	$ 6,050

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Video Subconsultant	$ 3,850
Lighting Subconsultant	$ 9,800

C. Reuse of Documents. Notwithstanding anything contained in this Agreement or any Document referenced herein to the contrary, the drawing, specifications and other documents prepared by the PA/E for this Project are instruments of the PA/E's service, but the drawings and specifications shall be owned by the Board. The PA/E shall assign to the Board all common law, statutory and other reserved rights, including the copyright. The Board shall be permitted to retain copies, including reproducible copies, of the PA/E's drawings, specifications and other documents for information and reference in connection with the Board's use and occupancy of the Project. The Board may reuse the drawings, specifications or other documents on other projects in accordance with Sec. 1013.45(4), F.S.

V. PAYMENT SCHEDULE. Compensation (the Basic Services fee) shall be paid to the PA/E based upon Article IV and shall be paid as follows and upon receipt of proper billing:

A. Schematic Design Phase (Phase 1):

1. 100% complete Phase I Documents (30%)…… .$21,564.30
(Upon review and approval by the Office of the School Board Architect)

B. Construction Documents Phase (Phase III): Documents shall be submitted and payment will be due within 30 days of each submittal as follows:

1. 100% complete Phase III Documents (Upon DOE or Office of the School Board Architect's approval including satisfaction of the permit review mandatory's)…….....…..$28,752.30

C. Bidding Phase IV……..$_____

D. Construction Phase (Phase V): During the construction phase of the Project, the PA/E will be paid the fee of $21,564.30 to be paid periodically in proportion to the percentage of construction completed on the project.

VI.TIMELINE. Time is of the essence in performing the services required pursuant to this Agreement. The following time schedule shall govern the Project and Agreement, except to

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the extent waived by the Board or the Office of the School Board Architect in writing or otherwise expressly stated herein:

A. Following approval of this Agreement, the Schematic Design Phase I submittal for the Project shall be submitted to the Office of the School Board Architect on or before **15** calendar days for submittal to the Board.

B. Following approval of the Preliminary Design Phase ~~II~~ I submittal by the Board, the Construction Documents Phase III 100% complete submittal shall be presented to the Office of the School Board Architect on or before **thirty (30)** calendar days for submittal to the Board.

C. If major revisions to the final design phase documents are requested and made or the Board makes major revisions in the program scope or Educational Specifications, the parties shall negotiate a reasonable fee for such major revisions or changes.

VII. EXTRA COMPENSATION. The Board shall pay no fees, other than described above, to the PA/E unless authorized by the Board as follows:

A. If the scope of the Project or site is changed, the Board and the PA/E shall negotiate a reasonable fee based upon the probable estimated construction cost in changing the scope of the work and the approximate percentage of the estimated construction cost which was used to negotiate this Agreement if, and, as such may be applicable.

B. If the DOE or Board requires the PA/E to make major or costly changes to the Schematic, Preliminary or Construction Document Phase submittals, which changes are not caused by architectural or engineering error or oversight, the PA/E shall be paid to redesign for additional expenses in an amount agreed to by the parties. Under no circumstances will the principals of the PA/E and the principals of his consultants be paid a fee in excess of **$125** per hour.

VIII. DOCUMENTS. The Board will reimburse the PA/E for reproduction costs of plans and specifications as set forth in the PA/E Handbook.

IX. ASSIGNMENTS AND AMENDMENTS. Neither the PA/E nor the Board shall

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assign, sublet or transfer any interest in this Agreement without the consent of both parties. This Agreement may be amended only by written instrument signed by both the PA/E and the Superintendent of Schools, as approved by the Board.

X. TERMINATION. This Agreement may be terminated by either party upon seven (7) days' written notice by U. S. Certified Mail that the other party failed substantially to perform in accordance with the terms and conditions of this Agreement through no fault of the party initiating termination. This Agreement may be terminated without cause by either party upon thirty (30) days' written notice by U. S. Certified Mail. Termination of this Agreement may only be accomplished as provided herein. In the event this Agreement is terminated by the Board without cause, compensation shall be paid to the PA/E for all services performed to the date of termination. If terminated by the PA/E without cause, the PA/E shall be liable to the Board for direct and consequential damages resulting from the PA/E not completing the contract.

XI. COOPERATION WITH THE OFFICE OF THE SCHOOL BOARD ARCHITECT. The PA/E shall work in cooperation with the Office of the School Board Architect on all phases of the Project. The Office of the School Board Architect shall be the liaison between the Board and the PA/E, and whenever this Agreement requires the PA/E to tender any item, article or work product to the Board, such tender shall be accomplished upon timely presentation of such item or work product to the Office of the School Board Architect which shall include transmittal of each design phase submittal in order to present this submittal to the Board in accordance with Article VI. The PA/E shall rely on any written statement from the Office of the School Board Architect that the Board or Superintendent of the School District has taken some action required or allowed by this Agreement. Questions of design, budget, construction, unforeseen problems and related matters shall be submitted to the Office of the School Board Architect for transmittal to the Board and/or the PA/E.

XII. PROHIBITION AGAINST CONTINGENT FEE. The PA/E warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the PA/E, to solicit or secure this Agreement, and that he has not paid or agreed to pay any

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person, company, corporation, individual or firm, other than a bona fide employee working solely for the PA/E, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement (287.055, Florida Statutes). For a breach or violation of this provision, the Board shall have the right to terminate the Agreement without liability and, at its discretion, deduct from the Contract price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

XIII. TRUTH-IN-NEGOTIATION. The PA/E shall provide a truth-in-negotiation certificate stating that wages and other factual unit costs supporting the negotiated fee were accurate, complete and current at the execution of the Agreement. The Agreement price shall be adjusted to exclude any significant sums the Board determines inflated the Agreement price due to inaccurate, incomplete wage rates or noncurrent wage rates and other factual unit costs. All adjustments shall be made within one (1) year following issuance of a Certificate of Final Inspection and/or termination of this Agreement.

XIV. PROFESSIONAL LIABILITY INSURANCE. The Board will not purchase a blanket professional liability insurance policy to cover the PA/E and its consultants. It is the responsibility of the PA/E to provide, and PA/E will provide, liability insurance in the amount of $1,000,000 with a $25,000 deductible. The PA/E may provide more insurance and/or a lower deductible at his/her discretion.

XV. INDEMNITY AND LIMITATION OF THE PA/E'S LIABILITY TO THE BOARD. The PA/E agrees to indemnify and hold harmless the Board from and against all claims, damages and related expenses including attorney fees arising out of the negligent acts, errors and omissions of the PA/E or its consultants on this project.

XVI. INABILITY TO FUND THE PROJECT. Upon written certification by the Board that the Project cannot be funded from the Board's budget, performance under this Agreement shall be suspended. In the event this Agreement is suspended as provided in this Article, compensation will be made to the PA/E for all services performed to the date on which the Board provides the PA/E with written certification of "lack of funding," and such compensation

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will be in complete satisfaction of any claim or right of action which the PA/E may possess for damages for non-performance by the Board of any executory term of this Agreement.

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IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the day and year first written.

THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

By:_____
Carol J. Cook, Chairperson

Attest:_____
Michael A. Grego, Ed. D.
Superintendent

George F. Young, Inc.
299 Dr. Martin Luther King, Jr. Street North
St. Petersburg, FL 33701

By: _____

Title: _____

_____
print or type name

Approved as to Form:

_____
School Board Attorney

Rev. 03/8/10

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01/15/13 10:30 AM
Regular School Board Meeting
301 Fourth Street SW
Largo, FL 33770

Pinellas County Schools

ADOPTED

REQUEST FOR APPROVAL (ID # 3788)

January 15, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

FROM: MICHAEL A. GREGO, Ed.D., SUPERINTENDENT

SUBJECT: Request Approval of Agreement With Hoffman Architects, P.A. for Architectural/ Engineering and Contract Administration Services in Connection With the Replacement of Windows, Storefronts, Doors, Hardware, Casework, Lighting Upgrades, Heating, Ventilation and Air Conditioning (HVAC) Upgrades, Interior Renovations of Administration Building Main Entry, Relocation of Guidance Suite and Design for Setup of Temporary Portable Classrooms in the Amount of $254,589.00 at Skyview Elementary, Project No. 9027

BACKGROUND:
Pursuant to Section 287.055 Florida Statutes, negotiations were conducted for architectural/ engineering services in connection with the replacement of windows, storefronts, doors, hardware, casework, lighting upgrades, HVAC upgrades, interior renovations of administration building main entry, relocation of guidance suite and design for setup of temporary portable classrooms at Skyview Elementary.

It is anticipated that the total cost of the project, including administration, design and construction will be $3,393,000. The agreement is the result of negotiations with the Project Architect/Engineer (PA/E). The cost of this agreement is $254,589.00. A copy of the agreement is attached.

STRATEGIC DIRECTION: Safe Learning Environment

ALTERNATIVES:
1. Approve the agreement.
2. Do not approve the agreement.

RECOMMENDATION:
Alternative No. 1 is recommended.

RATIONALE:
Approval of the agreement is necessary to proceed with the design at Skyview Elementary.

IMPACT STATEMENT:

Construction Cost (Construction Management)	$0	
Construction Cost Sub-Total		$0
Project Architect/Engineering Design Cost (PA/E)	$254,589	
PA/E Sub-Total		$254,589
Administrative/Planning Costs (Miscellaneous)	$0	
Miscellaneous Sub-Total		$0
Furniture, Equipment and Technology (FE & T)	$0	
FE & T Sub-Total		$0
Estimated Total Project Cost to Date		$254,589
The source of this funding is PECO and District Capital Outlay School Tax.		

DATA SOURCE:
David Koperski, School Board Attorney
Joe Maceda, Financial Reporting Analyst
Mike Parkinson, Senior Construction Coordinator
Edward C. Hoffman, Hoffman Architects, P.A.

SUBMITTED BY:
Michael Bessette, Associate Superintendent, Operational Services

ATTACHMENTS:

- Skyview El PAE AGREEMENT (PDF)

AGREEMENT

THIS AGREEMENT, made and entered into this **15th day of January, 2013,** by and between THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA, hereinafter referred to as the "Board" and **Hoffman Architects, P.A.,** hereinafter referred to as the "Project Architect/Engineer" or the PA/E:

WITNESSETH

WHEREAS, the Board intends to construct **replacement of windows, storefronts, doors, hardware, casework, lighting upgrades, heating, ventilation and air conditioning (HVAC) upgrades, interior renovations of administration building main entry and relocation of guidance suite and design for setup of temporary portable classrooms for Skyview Elementary School, Project No. 9027,** hereinafter referred to as the "Project;" and

WHEREAS, the Board has established a construction budget of **$2,706,232** for the Project; and

WHEREAS, the PA/E has been selected by the Board pursuant to Section 287.055, Florida Statutes (the Consultants' Competitive Negotiations Act, hereinafter referred to as "CCNA") to enter into negotiations to provide professional architectural/engineering services to the Board for this Project; and

WHEREAS, the PA/E certifies that he is properly licensed in the State of Florida and in Pinellas County to render the professional services required by this Agreement; and

WHEREAS, the Board has requested the PA/E to prepare Schematic, Preliminary and Construction Documents in accordance with the scope of the Project herein: entitled **replacement of windows, storefronts, doors, hardware, casework, lighting upgrades, heating, ventilation and air conditioning (HVAC) upgrades, interior renovations of administration building main entry and relocation of guidance suite and design for setup of temporary portable classrooms for Skyview Elementary School, Project No. 9027,**

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hereinafter referred to as the “Project” and scheduled for approval by the Board on the **15th day of January, 2013** and to provide construction administration during the construction of the Project and cooperate with the Office of the School Board Architect.

NOW, THEREFORE, the Board and the PA/E, for the consideration hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

I. BASIC SERVICES. The PA/E's basic services shall comply with the Florida Building Code, applicable as of the date of this Agreement, and all supplemental rules issued thereto; the Project Program or Educational Specifications; and the Office of the School Board Architect’s "Project Architect and Engineer's Handbook,” (hereinafter referred to as the PA/E Handbook) in effect on the date of this Agreement. The PA/E shall follow the requirements of the PA/E Handbook and shall bear responsibility for same except for those specific instances in which he has protested to and received written approval from the Office of the School Board Architect for an exception. The Basic Services shall consist of five phases described in Articles I.A through I.E of this Agreement, unless otherwise expressly stated herein, and shall include, but not necessarily be limited to, normal architectural site design, architectural design, structural, mechanical and electrical engineering.

Architectural site design shall be defined for purposes of this Agreement as those services the PA/E would normally provide to designate paved and walkway areas, establish a building footprint, designate building floor elevations and spot elevations or contour lines of surrounding grades sufficient to indicate surface rain water run-off.

Civil engineering, except provided above as an architectural site design, will be considered as “additional services” as defined in Article II.

The PA/E shall prepare and file documents required for approval by governmental authorities having jurisdiction over the Project, except that under Basic Services the PA/E will not be required to serve as an expert witness at public hearings or legal proceedings, nor will the PA/E be required to prepare or file a Development of Regional Impact (DRI) study with the

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Tampa Bay Regional Planning Council, nor prepare detailed information for the Department of Environmental Protection, (hereinafter referred to as the "DEP"), nor for the Southwest Florida Water Management District, nor local or other environmental agencies. Such services may be provided by the PA/E at the Board's request as an Additional Service. The PA/E shall, however, meet with the District Staff and make presentations to the Board as deemed necessary in the sole discretion of the Office of the School Board Architect as a part of the basic services.

A. Schematic Design Phase I. The PA/E shall review the program and the Project budget requirements as established by the Board, and the proposed site selected by the Board, and shall investigate the conditions at the Project site in order to prepare appropriate schematic architectural and engineering documents in accordance with the program. In the event that an ambiguity or contradiction exists between the program, this Agreement, the PA/E Handbook, or the Florida Building Code, the PA/E shall apply for and receive from the Office of the School Board Architect a written interpretation which will bind both parties. Upon such written request, the Office of the School Board Architect will respond within thirty (30) working days after the date appearing on the request. Upon application of and receipt from the Office of the School Board Architect of an interpretation of the program, the parties to this Agreement and subsequent agreements will be bound by such interpretation.

Upon the Board's approval of a building site, the PA/E shall provide architectural site design which will provide for ingress and egress. During the Schematic Design Phase I, the PA/E shall prepare alternate approaches to design and construction; shall review such with designated representatives of the Owner; and shall continue in these efforts to resolve problems and develop an acceptable design solution to a degree which the Office of the School Board Architect will personally approve for presentation to the Board. Only changes after the Office of the School Board Architect's approval of such schematic design solution may entitle the PA/E to additional compensation.

Based upon the approved program (and any revisions made thereto during the Schematic Design Phase), budget requirements and building site considerations, the PA/E shall

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prepare and submit for approval by the Board the Schematic Design Document Phase I, consisting of drawings and other documents as defined in the PA/E Handbook illustrating the scale and relationship of the Project components, along with a statement of probable construction cost based upon current area, volume or other unit costs.

Beginning with the Schematic Design Phase I and with each subsequent submittal (Preliminary Design Phase II, if required) and Construction Documents Phase III, the PA/E shall submit an estimated statement of probable construction cost. In the event the estimate exceeds the approved budget sum, the PA/E shall identify the work which can be accomplished for a base bid sum equal to or less than the budgeted sum, and shall identify alternate bids to be bid, together with the estimated costs for such alternate bids. The Board may elect to accept an estimate of construction costs higher than previously established in the budget or previously approved during a phase estimate, or the Board may elect to proceed with the base bid equal to or less than the budgeted sum, along with additive alternate bids, or the Board may reject that phase submittal. Acceptance of the higher estimate of probable construction costs shall establish a new construction sum for the Project towards which the PA/E shall endeavor to design the project in order to not exceed the estimated construction costs of the new budget adopted by the Board.

B. Preliminary Design Phase II. From the Schematic Design Phase I submittal approved by the Board, and in accordance with the Office of the School Board Architect review requirements, the PA/E will prepare the Preliminary Design Phase II for submission to and approval. During this phase, the PA/E shall develop appropriate drawings and outline specifications and other documents as required by the PA/E Handbook to establish and describe the size and character of the entire Project with regard to the architectural site design, architectural, structural, mechanical and electrical systems, materials and other such elements as may be appropriate, and shall submit a refined statement of probable construction costs as defined by Article I.A.

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C. Construction Document Phase III. The PA/E shall continue to investigate the existing conditions at the Project site after the Board approves the Preliminary Design Phase II submittal and shall make further minor adjustments to the scope or quality of the Project, as authorized by the Board in the previous submittals or by adjustments made to the budget for the Project. Based upon the approved Preliminary Design Phase II submittal and in accordance with Office of the School Board Architect review requirements, the PA/E shall prepare for the Board and/or Department of Education (DOE) approval, the Construction Documents Phase III submittal consisting of final plans (drawings) and specifications setting forth in detail the requirements for the construction of the Project, as defined in the PA/E Handbook. The PA/E shall advise the Board of any adjustments to the previous statements of probable construction cost. The PA/E shall assist the Board in connection with the Board's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

D. Bidding Phase IV. The PA/E shall assist in preparing necessary bidding forms and conditions of the Contract and the form of Agreement between the Board and the Construction Manager or Contractor shall convene, attend and conduct the prebid conference at the job site or any other place designated by the PA/E, and shall assist in obtaining sufficient bids for the Project.

E. Construction Phase V. The construction phase will commence with the award of the Contract for construction. The PA/E will administer the construction contract by making periodic visits to the site at intervals appropriate to the progress of the construction (or otherwise agreed to by the PA/E in writing). The administration of the construction contract shall include but not be limited to the following:

1. convene, attend and conduct the preconstruction conference,

2. prepare and print minutes of all meetings and distribute to the appropriate parties,

3. provide special inspections required by the Office of the School Board Architect in accordance with the contract documents,

4. review shop drawings for compliance with contract documents,

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5. attend job site meetings on a weekly or bi-monthly basis as dictated by the scope and size of the construction project,

6. review monthly or other periodic applications for payment by the Construction Manager or Contractor,

7. prepare change orders and/or field orders,

8. prepare punch lists, inspect completed work and edit punch lists as conditions warrant,

9. issue and sign Certificates of Substantial Completion and Occupancy,

10. issue and sign Certificates of Final Inspection,

11. review and approve project close-out documents.

The PA/E shall be the representative of the Board during the construction phase and shall advise and consult with the Board as to all phases of construction. Instructions from the Office of the School Board Architect or Board to the Construction Manager or Contractor shall be forwarded through the PA/E. The PA/E shall have authority to act on behalf of the Board only to the extent provided for in the contract documents, unless otherwise modified by written mutual agreement. The PA/E shall visit the site at intervals appropriate to various stages of construction and become generally familiar with the progress and quality of the work performed by the Construction Manager or Contractor and determine and advise the Board whether the work is proceeding in accordance with the contract documents. The PA/E shall review, approve, or take other appropriate action upon the Construction Manager's or Contractor's submittal of documents, including, but not limited to, shop drawings, project data and samples, but only for compliance with the design concept of the work and with the information given in the contract documents. Such action by the PA/E shall be taken with reasonable promptness so as to cause no delay to the Project. The PA/E's approval of specific items shall not indicate approval of any assembly of which the item is a component. The PA/E shall certify the Construction Manager's or Contractor's monthly application for payment based upon the percentage of the construction completed at the Project in accordance with the plans and specifications. The PA/E shall determine the amounts owing to the Construction Manager or Contractor based on observations at the site. After evaluating the Construction Manager's or

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Contractor's application for payment, if the PA/E approves, the PA/E shall sign the certificate and forward it to the Office of the School Board Architect inspector. The failure of the PA/E to forward to the Board the completed submittal and all required back-up data, or if the certificate (or request for payment) is incorrectly prepared or contains arithmetic errors, the Board may reject the Construction Manager's or Contractor's pay application and return it to the PA/E without penalty to the Board because of delay or error.

The PA/E shall invite and include the Office of the School Board Architect to review meetings and to review inspections during the time when the Construction Manager's or Contractor's applications for payment are evaluated by the PA/E.

The PA/E shall provide appropriate administration of the Project including special inspections and testing of materials and systems at Board expense that are included in the construction contract.

The PA/E shall prepare change orders and keep the Board (through the Office of the School Board Architect) informed monthly as to the progress and quality of the work and endeavor to guard the Board against defects and deficiencies in the work by the Construction Manager, Contractor or his subcontractors and material suppliers.

The PA/E shall conduct appropriate observations to determine the dates of substantial and final completion, receive and forward to the Board written warranties and documents required by the construction contract and certify the final certificate of payment in affidavit form, certifying that to the best of his knowledge the Project has been constructed according to the final plans and specifications, Florida Building Code, ADA and all other applicable codes, and that all mandatory requirements have been satisfied.

The PA/E shall have the authority and duty to reject work by the Construction Manager or Contractor which does not conform to the contract documents. If the PA/E observes faulty materials or workmanship at the Project, or if the PA/E observes the use of improper material or any work not being accomplished in a satisfactory manner by the Construction Manager,

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Contractor or subcontractors, the PA/E shall immediately notify the Construction Manager or Contractor and the Office of the School Board Architect.

Although the PA/E does not guarantee the performance of the construction contract, the PA/E shall, nevertheless, exercise due diligence to protect the Board against defects and deficiencies in the work and use of improper materials by the Construction Manager or Contractor and subcontractors.

After substantial completion of the work, the PA/E shall furnish the Board with a certified statement, in affidavit form, that in his professional opinion, the Project has been performed and completed according to the contract documents, Florida Building Code, ADA and all other applicable codes, and that all mandatory requirements have been satisfied.

The PA/E shall interpret the requirements of the construction contract documents. The PA/E shall render such interpretations as are necessary with reasonable promptness when written request is made by the Board, Construction Manager or Contractor. The PA/E shall render written decisions, within seven (7) calendar days, on all claims, disputes and other matters questioned by the Construction Manager, Contractor or Office of the School Board Architect relating to the execution or progress of the work or the interpretation of the contract documents.

The PA/E shall diligently assist the Board in obtaining correct and accurate as-built or record drawings from the Construction Manager or Contractor.

In the event the Board, Office of the School Board Architect, Construction Manager or Contractor requests the PA/E to visit the Project after substantial completion is accepted by the Board or during the warranty periods, review or observations which are conducted in connection with punch lists or warranty issues shall not be considered Additional Services. However, in the event that the PA/E continues to provide contract administration, because of the failure of the Construction Manager or Contractor to complete the Project within 110% of the calendar days allotted for construction in the contract for construction and in subsequent change orders, after the original construction contract completion date and extensions have been approved and the

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cause of the delay is the Construction Manager's or Contractor's and is not attributable to the PA/E, the PA/E may request the Board to withhold from the Construction Manager's or Contractor's partial or final payment sufficient sums in order to compensate the PA/E for extended contract administration. If the PA/E certifies that he has provided such extended contract administration and the delay in construction is the fault of the Construction Manager or Contractor and is not attributable to the PA/E, the additional contract administration shall be regarded as Additional Services for which the PA/E shall be entitled to negotiate additional compensation based on an hourly rate.

F. In the event of a claim by the Construction Manager or Contractor based upon error, omission, act, or failure to act, or failure to act in a timely manner on the part of the PA/E, the PA/E shall be liable to the Owner to the extent the Owner is, in turn, obligated to the Construction Manager or Contractor for these errors, omissions, acts, or failure to act, or failure to act in a timely fashion, together with costs, and reasonable attorney's fees, if any, incurred by the Owner as a result of such error, omissions, act, or failure to act or failure to timely act.

G. If the estimated construction budget (adjusted as provided in the third paragraph on page 1 of this Agreement) is exceeded by the Guaranteed Maximum Price (GMP), the Board shall have the option in the Board's best interest to:

1. give written approval of an increase in such fixed limit; or,

2. if the Project is abandoned, terminate in accordance with Paragraph X; or,

3. cooperate in revising the Project scope and/or quality and/or design as required to reduce the construction cost.

If the Board chooses to proceed under Paragraph G.3. above, the PA/E, without additional charge, shall modify the Contract Documents as necessary to comply with the fixed limit established as a condition of this Agreement and/or subsequently approved by the Board. A full faith effort (as approved by the Owner) on the part of the PA/E in the modification of the Contract Documents shall be the limit of the PA/E's responsibility arising out of the original establishment of the fixed limit and/or as subsequently approved by the Board. The PA/E shall

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be entitled to compensation in accordance with this Agreement for all other services actually performed whether or not the Construction Phase is commenced, without considering work in this paragraph to be Additional Services.

II.ADDITIONAL ARCHITECTURAL SERVICES. Additional services, if performed by the PA/E at the request of the Board, shall entitle the PA/E to additional compensation to be negotiated at the time that the Board requests such services. The following are considered additional services: detailed construction cost estimator, acoustician, landscape architect, site irrigation consultant, graphic design consultant, on-site civil engineering, off-site civil engineering, third bid proceeding, expert testimony, public hearing, legal proceedings (unless subpoenaed by the tribunal or a third party), full-time Project representative, program writing, special feasibility studies, evaluation of more than one site, master planning, bidding and coordination of separate contracts, expanded services caused by fire or similar causes or the default of the Construction Manager, Contractor or Board making measured drawings, travel out-of-county requested by the Board, threshold building inspections as required by the Board and the law, Florida Energy Evaluation Technique (FLEET), development of regional impact study, applications to DEP, application to Southwest Florida Water Management District, making revisions inconsistent with prior Board approval, and other services not otherwise included in this Agreement. For further explanation of Additional Services, the PA/E shall refer to the PA/E's Handbook. Generally, if the Board requests Additional Services, the PA/E shall furnish such services requested with the fees to be negotiated between the PA/E and the Board. Under no circumstances will the principals of the PA/E and the principals of his consultants be paid a fee in excess of **$125** per hour.

III. BOARD RESPONSIBILITIES. The Board shall provide a program (or Educational Specifications) which outlines its design objectives, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment and systems and site requirements.

The Board shall furnish, if necessary, a legal description and land survey of the site, and

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if applicable, grades and lines of the streets, alleys, pavements, adjoining property, rights-of-way, easements, boundaries and contours of the site, locations, dimensions and complete data pertaining to the existing buildings on the site, and, if necessary, site information as to trees and shrubs and such information as is necessary concerning available services and utility lines above and below grade, including inverts and depths.

The Board shall furnish information and render approvals and decisions as expeditiously as necessary for the orderly progress of the PA/E's services.

IV. COMPENSATION.

The total payment for services will be **$254,589.00** and is itemized as follows:

A. Payment for Basic Services. For the "Basic Services" to be performed pursuant to this Agreement, the PA/E will be paid a fee of **$219,549.00** to be paid periodically according to Article V of this Agreement.

B. Payment for Additional Services. The PA/E shall be entitled to additional compensation for those services which the PA/E agrees to perform set forth as follows:

Additional Service	**Fee**	**Payment**
Portables (Design for Setup)	$10,350.00	Lump Sum/Upon Approval
Measured CAD Drawings	$18,690.00	Lump Sum/Upon Approval
FEEC	$1,000.00	Lump Sum/Upon Approval
Air & Water Intrusion Study (If Required)	$5,000.00	Lump Sum/Upon Approval (If Required)
Total	**$35,040.00**	

C. Reuse of Documents. Notwithstanding anything contained in this Agreement or any Document referenced herein to the contrary, the drawing, specifications and other documents prepared by the PA/E for this Project are instruments of the PA/E's service, but the drawings and specifications shall be owned by the Board. The PA/E shall assign to the Board all common law, statutory and other reserved rights, including the copyright. The Board shall be permitted to retain copies, including reproducible copies, of the PA/E's drawings, specifications and other documents for information and reference in connection with the Board's use and

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occupancy of the Project. The Board may reuse the drawings, specifications or other documents on other projects in accordance with Sec. 1013.45(4), F.S.

V. PAYMENT SCHEDULE. Compensation (the Basic Services fee) shall be paid to the PA/E based upon Article IV and shall be paid as follows and upon receipt of proper billing:

A. Schematic Design Phase (Phase I):

1. Upon review and approval by the Office of the School Board Architect Phase I Documents …….. **$54,887.25**

B. Preliminary Design Phase (Phase II):

1. Upon review and approval by the Office of the School Board Architect approval of Phase II Documents ……**$54,887.25**

C. Construction Documents Phase (Phase III):

1.100% complete Phase III Documents (Upon DOE or Office of the School Board Architect's approval including satisfaction of the permit review mandatory's……..**$54,887.25**

D. Construction Phase (Phase V): During the construction phase of the Project, the PA/E will be paid the fee of **$54,887.25** to be paid periodically in proportion to the percentage of construction completed on the project.

VI.TIMELINE. Time is of the essence in performing the services required pursuant to this Agreement. The following time schedule shall govern the Project and Agreement, except to the extent waived by the Board or the Office of the School Board Architect in writing or otherwise expressly stated herein:

A. Following approval of this Agreement, the Schematic Design Phase I submittal for the Project shall be submitted to the Office of the School Board Architect on or before **45** calendar days for submittal to the Board.

B. Following approval of the Schematic Design Phase I submittal by the Board, the Preliminary Design Phase II submittal for the Project shall be submitted to the Office of the School Board Architect on or before **45** calendar days for submittal to the Board.

C. Following approval of the Preliminary Design Phase II submittal by the Board, the

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Construction Documents Phase III 100% complete submittal shall be presented to the Office of the School Board Architect on or before **30** calendar days for submittal to the Board.

D. Any required revisions to a design phase to obtain State of Florida (DOE), Board, or Office of the School Board Architect approval shall extend the above timelines for a reasonable period of time in order to comply with the required revisions.

E. If major revisions to the final design phase documents are requested and made or the Board makes major revisions in the program scope or Educational Specifications, the parties shall negotiate a reasonable fee for such major revisions or changes.

VII. EXTRA COMPENSATION. The Board shall pay no fees, other than described above, to the PA/E unless authorized by the Board as follows:

A. If the scope of the Project or site is changed, the Board and the PA/E shall negotiate a reasonable fee based upon the probable estimated construction cost in changing the scope of the work and the approximate percentage of the estimated construction cost which was used to negotiate this Agreement if, and, as such may be applicable.

B. If the DOE or Board requires the PA/E to make major or costly changes to the Schematic, Preliminary or Construction Document Phase submittals, which changes are not caused by architectural or engineering error or oversight, the PA/E shall be paid to redesign for additional expenses in an amount agreed to by the parties. Under no circumstances will the principals of the PA/E and the principals of his consultants be paid a fee in excess of **$125** per hour.

VIII. DOCUMENTS. The Board will reimburse the PA/E for reproduction costs of plans and specifications as set forth in the PA/E Handbook.

IX. ASSIGNMENTS AND AMENDMENTS. Neither the PA/E nor the Board shall assign, sublet or transfer any interest in this Agreement without the consent of both parties. This Agreement may be amended only by written instrument signed by both the PA/E and the Superintendent of Schools, as approved by the Board.

X. TERMINATION. This Agreement may be terminated by either party upon seven (7)

Attachment: Skyview El PAE AGREEMENT (3788 : Agreement W/ Hoffman Architects - Skyview Elementary)

days' written notice by U. S. Certified Mail that the other party failed substantially to perform in accordance with the terms and conditions of this Agreement through no fault of the party initiating termination. This Agreement may be terminated without cause by either party upon thirty (30) days' written notice by U. S. Certified Mail. Termination of this Agreement may only be accomplished as provided herein. In the event this Agreement is terminated by the Board without cause, compensation shall be paid to the PA/E for all services performed to the date of termination. If terminated by the PA/E without cause, the PA/E shall be liable to the Board for direct and consequential damages resulting from the PA/E not completing the contract.

XI. COOPERATION WITH THE OFFICE OF THE SCHOOL BOARD ARCHITECT. The PA/E shall work in cooperation with the Office of the School Board Architect on all phases of the Project. The Office of the School Board Architect shall be the liaison between the Board and the PA/E, and whenever this Agreement requires the PA/E to tender any item, article or work product to the Board, such tender shall be accomplished upon timely presentation of such item or work product to the Office of the School Board Architect which shall include transmittal of each design phase submittal in order to present this submittal to the Board in accordance with Article VI. The PA/E shall rely on any written statement from the Office of the School Board Architect that the Board or Superintendent of the School District has taken some action required or allowed by this Agreement. Questions of design, budget, construction, unforeseen problems and related matters shall be submitted to the Office of the School Board Architect for transmittal to the Board and/or the PA/E.

XII. PROHIBITION AGAINST CONTINGENT FEE. The PA/E warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the PA/E, to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the PA/E, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement (287.055, Florida Statutes). For a breach or violation of this provision, the Board shall have the right to terminate the Agreement

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without liability and, at its discretion, deduct from the Contract price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

XIII. TRUTH-IN-NEGOTIATION. The PA/E shall provide a truth-in-negotiation certificate stating that wages and other factual unit costs supporting the negotiated fee were accurate, complete and current at the execution of the Agreement. The Agreement price shall be adjusted to exclude any significant sums the Board determines inflated the Agreement price due to inaccurate, incomplete wage rates or noncurrent wage rates and other factual unit costs. All adjustments shall be made within one (1) year following issuance of a Certificate of Final Inspection and/or termination of this Agreement.

XIV. PROFESSIONAL LIABILITY INSURANCE. The Board will not purchase a blanket professional liability insurance policy to cover the PA/E and its consultants. It is the responsibility of the PA/E to provide, and PA/E will provide, liability insurance in the amount of $1,000,000 with a $25,000 deductible. The PA/E may provide more insurance and/or a lower deductible at his/her discretion.

XV. INDEMNITY AND LIMITATION OF THE PA/E'S LIABILITY TO THE BOARD. The PA/E agrees to indemnify and hold harmless the Board from and against all claims, damages and related expenses including attorney fees arising out of the negligent acts, errors and omissions of the PA/E or its consultants on this project.

XVI. INABILITY TO FUND THE PROJECT. Upon written certification by the Board that the Project cannot be funded from the Board's budget, performance under this Agreement shall be suspended. In the event this Agreement is suspended as provided in this Article, compensation will be made to the PA/E for all services performed to the date on which the Board provides the PA/E with written certification of "lack of funding," and such compensation will be in complete satisfaction of any claim or right of action which the PA/E may possess for damages for non-performance by the Board of any executory term of this Agreement.

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Attachment: Skyview El PAE AGREEMENT (3788 : Agreement W/ Hoffman Architects - Skyview Elementary)

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the day and year first written.

THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

By:_____
Carol J. Cook, Chairperson

Attest:_____
Michael A. Grego, Ed. D.
Superintendent

Hoffman Architects, P.A.
29 West Orange Street
Tarpon Springs, FL 34689

By: _____

Title: _____

_____
print or type name

Approved as to Form:

_____
School Board Attorney

Rev. 03/8/10

Attachment: Skyview El PAE AGREEMENT (3788 : Agreement W/ Hoffman Architects - Skyview Elementary)

01/15/13 10:30 AM
Regular School Board Meeting
301 Fourth Street SW
Largo, FL 33770

Pinellas County Schools

ADOPTED

REQUEST FOR APPROVAL (ID # 3791)

January 15, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

FROM: MICHAEL A. GREGO, Ed.D., SUPERINTENDENT

SUBJECT: Request Approval of Vehicle Use Agreement to a Non-profit Organization for a Period of one Year

BACKGROUND:
Town of Belleair has requested a vehicle use agreement. A copy of the agreement is attached.

Under Florida Statute 1006.261, a school district may provide to any non-profit organization the option to contract for the use of school buses to transport school age children if they can provide liability protection for the district with the minimum amounts of $100,000 per person/$325,000 per occurrence. It requires the organization to hold the district harmless from liability in exchange for services provided at cost. This agreement also stipulates that the use of buses by this group will not conflict with regular school board transportation schedules.

STRATEGIC DIRECTION: Student Services and Community Relations

ALTERNATIVES:
1. Approve the agreement.
2. Do not approve the agreement.

RECOMMENDATION:
Alternative No. 1 is recommended.

RATIONALE:
The district will continue providing this type of transportation service to non-profit organizations, but shall not subject itself to additional liability exposures.

IMPACT STATEMENT:
This agreement does not require any commitment of funds by the school board. The organizations hiring these services will be billed for costs associated with services provided.
Users may contact the school board's transportation department at any time to inquire as to the current rates.

DATA SOURCE:
David Koperski, School Board Attorney
Rick McBride, Director, Transportation
Joe Maceda, Financial Reporting Analyst
Rachel Schneider, Recreation Supervisor, Town of Belleair

SUBMITTED BY:
Michael Bessette, Associate Superintendent, Operational Services

ATTACHMENTS:

- Town of Belleair Vehicle Use Agreement _0690 (PDF)

VEHICLE USE AGREEMENT

THIS AGREEMENT, entered into this 15 day of JANUARY 2013 by and between **THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA**, hereinafter referred to as the "**School Board**," and the Town of Belleair, a municipal corporation, hereinafter referred to as **"User"**. The parties agree as follows:

1. The School Board will provide shuttle bus transportation to **User** for the contract period ending August 23, 2013, for the purpose of transporting school-age children, with chaperones, who participate in **User's** sponsored programs. User shall make all requests for specific uses during the contract period to the **School Board's** Transportation Department, who will determine whether buses are available pursuant to paragraph 3 below.

2. Transportation is for the sole purpose of transporting school-age children, with chaperones, who participate in **User's** sponsored programs to and from locations in Pinellas and adjacent counties.

3. The bus or buses will be operated by an employee of the **School Board**, who is licensed to drive a school bus, and shall be assigned by the Director of Transportation or designee. Buses may be used under this agreement only if they are available at the times requested, and such use shall not interfere with or impair regular school transportation. The **School Board's** Transportation Department shall be the final authority as to the availability of buses.

4. **(A)** **User** shall pay to the **School Board**, for the use of said school bus service that begins weekdays before 4:00 p.m., a sum per bus of the current rate per hour to include 15 minutes before and 15 minutes after the use, plus the surcharge rate per mile. There shall be a minimum charge of two hours. The current rate per hour and surcharge rate per mile will be that rate used by the **School Board**, in its sole discretion, as of the date of the bus usage. **User** may investigate the current rates by either contacting the **School Board's** Transportation Department or visiting their website .

   (B) If requests extend to service that begins weekdays after 4:00 p.m., weekends and any non-school day, **User** shall pay a sum per bus of the current rate per hour to include 30 minutes before and 30 minutes after the use, plus the surcharge rate per mile. There shall be a minimum charge of four hours. The current rate per hour and surcharge rate per mile will be that rate used by the **School Board**, in its sole discretion, as of the date of the bus usage. User may investigate the current rates by either contacting the **School Board's** Transportation Department or visiting their website .

   (C) "Weekend" is defined as a Saturdays and Sundays. "Weekend" shall also include Fridays during the time that the **School Board** is on its summer calendar schedule. "Weekday" is defined as all days not meeting the definition of "Weekend". "Non-school day" is defined as a weekday when students are not scheduled to attend classes.

5. This agreement is made pursuant to section 1006.261, Florida Statutes, and the parties agree that they will comply with the provisions therewith. The **User** will provide certificate of required liability insurance or a certificate of self-insurance to the **School Board** prior to the time of any transportation under this Agreement, showing the **School Board** of Pinellas County, Florida as an additional insured.

IN WITNESS WHEREOF, the parties have executed this agreement at Largo, Pinellas County, Florida, the date first above written.

THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

By: _____
Chairperson

Attest: _____
Superintendent

Approved as to form: David Koperski
School Board Attorney's Office

Organization

Town of Belleair
Organization Name

Rachel Schneider, Recreation Supervisor
Print Name and Title

Rachel Schneider
Signature

Attachment: Town of Belleair Vehicle Use Agreement _0690 (3791 : Vehicle Use Agreement - Town of Belleair)

01/15/13 10:30 AM
Regular School Board Meeting
301 Fourth Street SW
Largo, FL 33770

Pinellas County Schools

ADOPTED

REQUEST FOR APPROVAL (ID # 3792)

January 15, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

FROM: MICHAEL GREGO, Ed.D., SUPERINTENDENT

SUBJECT: Request Approval of Selling Surplus and Obsolete Equipment on the PublicSurplus.com and Interschola.com Internet Auction Sites

BACKGROUND:
Working surplus property is being posted in a forum at the public folders site in Outlook and offered to schools and departments for reuse before disposal by means of auction sales or recycling.

STRATEGIC DIRECTION: Managing Productive Systems

ALTERNATIVES:
1. Approve selling surplus and obsolete equipment.
2. Do not approve selling surplus and obsolete equipment.

RECOMMENDATION:
Alternative 1 is recommended.

RATIONALE:
To remove surplus and obsolete equipment from the district's inventory.

IMPACT STATEMENT:
The surplus and obsolete property that is sold at auction will generate revenue for the district.

DATA SOURCE:
Bonnie Jenks, Supervisor, Property Records
Art Dunham, Director, Food Services
Joe Zihala, Manager, Warehouse

SUBMITTED BY:
Michael Bessette, Associate Superintendent, Operational Services

ATTACHMENTS:

- AGENDA PREP - BOARD January 15, 2013 (PDF)

Surplus Property Food Service Surplus Equipment Disposal List as of December 5, 2012

Tag Number	Item Description	Comparison	Disposition
001-2966	Hobart 60 Qt. Mixer	C-1	Sell
008-2464	Hobart 60 Qt. Mixer	C-1	Sell
020-2902	Blakeslee 60 Qt. Mixer	C-2	Sell
018-4921	Blakeslee 60 Qt. Mixer	C-2	Sell
002-6788	Hobart 30 Qt. Mixer	C-3	Sell
003-8490	Hobart 30 Qt. Mixer	C-3	Sell
004-6441	Hobart 20 Qt. Mixer	C-4	Sell
002-7327	Globe Slicer	C-5	Sell
004-4659	Globe Slicer	C-5	Sell
029-3157	Hobart Slicer		Sell
001-1396	Hobart 30 Qt. Mixer		Sell
008-7382	Robot Coup		Sell
012-1286			
012-1287	Blodgett Double Stack Oven		Sell
012-1809			
012-1810	Blodgett Double Stack Oven		Sell
023-5684	Franklin Oven		Sell
016-5299	Scale		Sell
018-9238	Scale		Sell
018-9243	Scale		Sell
018-9241	Scale		Sell
009-0947	Tilt Skillet	C-7	Sell
007-0650	Green Tilt Skillet	C-7	Sell
025-5162	Garland Tilt Skillet		Sell
023-3585	Groen Steam Jacket		Sell
025-3006	Filter Magic II Fryer		Sell
026-2161	Dean Fryer		Sell
023-3599			
023-3688	Garland Double Stack Oven		Sell
013-6374	Cashier Stand		Sell
014-6012	Cashier Stand		Sell
014-5923	Cashier Stand		Sell
012-0553	Cashier Stand		Sell
031-0089	Scotsman Ice Machine		Sell
029-2251	Manitowak Ice Machine		Sell
022-8920	Traulsen Cooler		Sell
018-4923	Blodgett Oven		Sell
023-3587			
023-3588	Garland Double Stack Oven		Sell
008-2459			
008-2458	Garland Double Stack Oven		Sell
028-5864	General Food Slicer		Sell
002-9667	Globe Slicer		Sell

Attachment: AGENDA PREP - BOARD January 15, 2013 (3792 : Selling Surplus/Obsolete Equip. - Food Service)

Tag Number	Item Description	Comparison	Disposition
023-7345	Hobart Slicer		Sell
009-6705	Berkel Slicer		Sell
001-5838	Hobart SLicer		Sell
010-0031	Globe Slicer		Sell
011-0066	Shelley Glass Table		Sell
002-9920	Hobart 60 Qt. Mixer		Sell
018-4925	Blakeslee 20 Qt. Mixer		Sell
008-5283	Hobart 20 Qt. Mixer		Sell
002-0305	Hobart 20 Qt. Mixer		Sell
009-0551	Hobart 20 Qt. Mixer		Sell
002-1653	Hobart 60 Qt. Mixer		Sell
021-1807	Univex 60 Qt.		Sell
004-3662	Hobart 60 Qt. Mixer		Sell
007-8544	Hobart 60 Qt. Mixer		Sell
011-6353	Berkel Slicer		Sell
000-6425	Berkel Slicer		Sell
022-8494	Hobart Slicer		Sell
025-3217	Globe Slicer		Sell
034-4353	AMS Snack Machine		Sell
033-2848	Dixie Narco		Sell
033-2850	Dixie Narco		Sell
033-2853	Dixie Narco		Sell
033-2846	Dixie Narco		Sell
033-2852	Dixie Narco		Sell
038-1821	Kool-It Refrigerated Display Case		Sell
023-2298	Beverage A/ir Milk Cooler		Sell
028-7849	Beverage A/ir Milk Cooler		Sell
025-3018	Beverage A/ir Milk Cooler		Sell
023-0485	Norlake Milk Cooler		Sell
023-3675	Hobart Oven Single		Sell
032-0794	Winston CVAP Steamer		Sell
033-1426	Winston CVAP Steamer		Sell
026-1833			
026-3582	Rapid Steam (Double)		Sell
037-3246			
037-3247	Rapid Steam (Double)		Sell
012-3051	Serving Line Precision		Sell
014-5414	Serving Line Precision		Sell
007-5117	Serving Line Shelley		Sell
007-5114	Serving Line Shelley		Sell
025-3486	Serving Line Shelley		Sell
024-7864	Crescor Pizza Cart		Sell
024-6363	Tilt Skillet		Sell
008-8031	Groen Steam Kettle		Sell
009-6701	Frymaster Deep Fryer		Sell
023-3596	Pitco Frialutor		Sell

Attachment: AGENDA PREP - BOARD January 15, 2013 (3792 : Selling Surplus/Obsolete Equip. - Food Service)

Tag Number	Item Description	Comparison	Disposition
024-8000	Cleveland Steamer		Sell
024-1808	Filter Magic Fryer		Sell
029-4015	Dean Fryer		Sell
025-2992	Scale Fairbanks		Sell
024-4188	Blue Salad Bar Cambro		Sell
019-2631	Red Salad Bar Cambro		Sell
010-9756	Utensil Cart		Sell
023-5410	Hobart Single Oven		Sell
001-3378	Blodgett Double Stack Oven		Sell
004-9556			
004-9557	Garland Double Stack Oven		Sell
025-2090			
025-2091	Silver Star Double Oven		Sell
023-5802	Blodgett Single Oven		Sell
010-6493			
010-6494	Blodgett Double Stack Oven		Sell
029-8570	Ice Dispenser Servend		Sell
026-4637	Ice Dispenser Servend		Sell
023-3644	Ice Dispenser Servend		Sell
025-3020	Ice Dispenser Servend		Sell
028-4520	Manitowak Ice Machine		Sell
025-5471	Ice-O-Matic Ice Maker		Sell
025-5725	Freezer		Sell
025-6857	Freezer		Sell
025-6805	Excellence Freezer		Sell
280-1265	Excellence Freezer		Sell
280-1563	Speed Queen Clothes Dryer		Sell
025-5620	Hubert Freezer/Fridge Combo		Sell
015-0289	Traulsen Cooler		Sell
015-0290	Traulsen Cooler		Sell
030-2647	Scotsman Ice Machine		Sell
038-1822	Kool-It Refrigerated Display Case		Sell
033-2851	Dixie Narco		Sell
033-2849	Dixie Narco		Sell
033-2854	Dixie Narco		Sell
033-2847	Dixie Narco		Sell
033-2855	Dixie Narco		Sell
034-4352	AMS Snack Machine		Sell
031-7587	AMS Snack Machine		Sell
034-3520	AMS Snack Machine		Sell
031-7592	AMS Snack Machine		Sell
031-7593	AMS Snack Machine		Sell
031-7594	Beverage Max		Sell
034-3524	Beverage Max		Sell
034-3525	Beverage Max		Sell
034-3521	AMS Snack Machine		Sell

Attachment: AGENDA PREP - BOARD January 15, 2013 (3792 : Selling Surplus/Obsolete Equip. - Food Service)

Tag Number	Item Description	Comparison	Disposition
033-2440	AMS Snack Machine		Sell
033-2444	AMS Snack Machine		Sell
033-2445	AMS Snack Machine		Sell
033-2441	Beverage Max		Sell
031-7591	Beverage Max		Sell
031-7583	AMS Snack Machine		Sell

Attachment: AGENDA PREP - BOARD January 15, 2013 (3792 : Selling Surplus/Obsolete Equip. - Food Service)

01/15/13 10:30 AM
Regular School Board Meeting
301 Fourth Street SW
Largo, FL 33770

Pinellas County Schools

ADOPTED

REQUEST FOR APPROVAL (ID # 3780)

Request Approval of Bids to Vendors at Prices in Bid Documents in Accordance with Bid Policies and Statutes

ATTACHMENTS:

- Bids 1-15-13 (PDF)

PURCHASING AGENDA SUMMARY

January 15, 2013

(School Board Meeting Date)

Key to Bid Categories: **CAN** = Bid Cancellation, **CB** = Co-op Bid, CT = Contract Termination, **DN** = Direct Negotiation, **ER =** Emergency Ratification, **EX** = Bid Extension, **HPS** = Highest Point Score, **LRB** = Lowest Responsive Bid, **PB** = Piggy-Back Bid, **PS** = Professional Services, **RA** = Revised Award, **RB** = Re-Award Bid, **REJ** = Bid Rejection, **RFP** = Request for Proposal, **RN** = Bid Renewal, **SC** = State Contract, **SP** = Sale of Property, **SS** = Sole Source

BID NUMBER	*BID TITLE*	*BID CAT.*	*BID TERM*	*DESTINATION / REQUESTER*	**FUND/ CC*	***PROJECT /SUBPROJ*	*RECOMMENDED VENDOR*	*TOTAL $ by VENDOR*	*TOTAL $ of BID*	*COMMENTS*
13-968-115	Closed Circuit Television System Installation	HPS	1yr.	County Wide Rodger Williams	Various	Various	Cablelink Network Services, Inc. Integrated Systems of Florida, Inc. A-Tech Consulting, Inc.	Unknown	750,000.00 (maximum estimate)	***Rationale:*** New installations and upgrades of surveillance security systems.
13-340-111	Fire Protection Systems: Maintenance,& Repair Services, Water Based	HPS	2 yrs.	County Wide Rodger Williams	Various	Various	Piper Fire Protection, Inc.	200,000.00	200,000.00 (maximum estimate)	
13-968-108	Access Control Systems: Installation, Maintenance & Repairs	HPS	1yr.	County Wide Rodger Williams	Various	Various	Integrated Systems of Florida	125,000.00	125,000.00 (maximum estimate)	
13-200-110	Shoes, Slip-Resistant (Re-Bid)	LRB	2 yr.	Food Service Dept. Art Dunham	0410/5470	9502	Shoes For Crews	101,000.00	101,000.00 (maximum estimate)	

Key to Fund Sources:

00: General Operating 0150: Workforce Development 03XX: Capital 0410: Food Service 0420: Contracted Programs 043X: ARRA Stimulus

ey to Categorical Sources:

XX: Referendum Funds

513agensum.doc)

Packet Pg. 353

10.19.a

Attachment: Bids 1-15-13 (3780 : Bids)

PURCHASING AGENDA SUMMARY

January 15, 2013

(School Board Meeting Date)

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BID NUMBER	*BID TITLE*	*BID CAT.*	*BID TERM*	*DESTINATION / REQUESTER*	**FUND/ CC*	***PROJECT /SUBPROJ*	*RECOMMENDED VENDOR*	*TOTAL $ by VENDOR*	*TOTAL $ of BID*	*COMMENTS*
13-340-112	Fire Protection Systems: Inspection & Testing Services, Water Based	LRB	2 yrs.	County Wide Rodger Williams	0371/5370	3000/3000	Hansel Innovations, Inc.	85,000.00	85,000.00 (maximum estimate)	
13-345-085	First Aid Supplies	LRB	1 yr.	Warehouse Dept. Joe Zihala	0100/5800		Clearwater Distribution, Inc. d/b/a Gulfstar Supply Co. Henry Schein, Inc. Suncoast Surgical & Medical Supply, LLC Zee Medical Service	Unknown	53,000.00 (maximum estimate)	
13-422-129-PB	Furniture, Classroom	PB	2 yrs.	WPSC Warehouse County Wide Joe Zihala Linda Balcombe	Various	Various	Virco, Inc.	120,000.00	120,000.00 (maximum estimate)	***Rationale:*** Utilizing U.S. Communities Master Agreement No. 0204011.

**Key to Fund Sources:*

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Packet Pg. 354

10.19.a

Attachment: Bids 1-15-13 (3780 : Bids)

PURCHASING AGENDA SUMMARY

January 15, 2013

(School Board Meeting Date)

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BID NUMBER	*BID TITLE*	*BID CAT.*	*BID TERM*	*DESTINATION / REQUESTER*	**FUND/ CC*	***PROJECT /SUBPROJ*	*RECOMMENDED VENDOR*	*TOTAL $ by VENDOR*	*TOTAL $ of BID*	*COMMENTS*
13-422-083-RA	Furniture, All Types	RA	3 yrs.	County Wide Joe Zihala Linda Balcombe	Various	Various	Ernie Morris Enterprises, Inc.	N/A	N/A	***Rationale:*** The original renewal of bid 13-422-083-RN was board approved on November 13, 2012 and did not include the renewal from Ernie Morris Enterprises, Inc.
13-165-124-RN	Convection Ovens	RN	1 yr.	Food Service Dept. Art Dunham	0410/5470	9502	Beltram Edge Tool Supply, Inc. d/b/a Beltram Food Service Group	500,000.00	500,000.00 (maximum estimate)	
13-200-107-RN	Uniform Rental: Vehicle Maintenance Personnel	RN	1 yr.	Vehicle Maintenance Dept. Wade Hutchins	0100/5900		G & K Services, Inc.	25,000.00	25,000.00 (maximum estimate)	
13-422-133-SC	Furniture, Workstations	SC	N/A	Career, Technical and Adult Education Dept. Laura Sargent	0150/5750	9902	D C Jaegar Corporation	150,127.90	150,127.90	***Rationale:*** Utilizing State of Florida Contract No. 420-420-10-1.

*Key to Fund Sources:

00: General Operating 0150: Workforce Development 03XX: Capital 0410: Food Service 0420: Contracted Programs 043X: ARRA Stimulus

ey to Categorical Sources:

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513agensum.doc)

Attachment: Bids 1-15-13 (3780 : Bids)

PURCHASING AGENDA SUMMARY

January 15, 2013

(School Board Meeting Date)

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BID NUMBER	*BID TITLE*	*BID CAT.*	*BID TERM*	*DESTINATION / REQUESTER*	**FUND/ CC*	***PROJECT /SUBPROJ*	*RECOMMENDED VENDOR*	*TOTAL $ by VENDOR*	*TOTAL $ of BID*	*COMMENTS*
13-480-135-SS	Sole Source Testing Materials	SS	N/A	Assessment, Accountability & Research Dept. Behrokh Ahmadi	0100/5460	2674/6017	NCS Pearson, Inc.	223,778.80	223,778.80	***Rationale:*** This vendor is the sole distributor for the Stanford Achievement Test and associated materials.
13-205-132-SS	Sole Source Web-Based Library Subscription Service Annual Software Maintenance & Support	SS	1 yr.	Technology & Information Systems Dept. Norm Kelton	0100/5140	2150	Follett Software Company	72,569.26	72,569.26	***Rationale:*** The vendor is the developer and holds the copyrights to this software.
13-205-134-SS	Sole Source 5000i Scanner Speed Upgrade Plus Custom Training & Application Development	SS	N/A	Technology & Information Systems Dept. Norm Kelton	0372/5140 0100/5140	3299/3299 2150	Scantron Corporation	58,548.00	58,548.00	***Rationale:*** The vendor is the sole provider for the iNSIGHT scanner as well as maintenance and support.

Key to Fund Sources:

00: General Operating 0150: Workforce Development 03XX: Capital 0410: Food Service 0420: Contracted Programs 043X: ARRA Stimulus

ey to Categorical Sources:

XX: Referendum Funds

513agensum.doc)

Attachment: Bids 1-15-13 (3780 : Bids)

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **January 15, 2013**

Bid No:	13-968-115	***Bid Title:***	Closed Circuit Television System Installation

Original Bid No: N/A

Recommend approval of this agenda item under the specific category checked below.

Agenda Item Categories:

☐ Lowest Responsive Bid ☐ Request for Proposal ☐ Reject Bids ☐ Piggy-Back Bid per 6A-1.012 (6) ☐ Sale of Property
☐ Revised Award * ☒ Highest Point Score ☐ Re-Award (partial/whole) * ☐ State Contract per 6A-1.012 (5)
☐ Renewal of Contract ☐ Contract/Bid Termination * ☐ Contract Extension * Term: ____ ☐ Co-Op Bid
☐ Professional Services per FS 287.055 ☐ Direct Negotiation per 6A-1.012 (14) ☐ Emergency Ratification *

Contract Period: 1/16/13 thru 1/15/14 ☐ N/A - One Time Purchase

Contract Value: **$** 750,000.00

Contract Type: ☒ Estimated Dollar Amount ☐ Firm, Fixed Dollar Amount ☒ Firm, Fixed Unit Prices ☐ Firm, Fixed Fees or Discounts

Renewal Options:	No. of Terms Remaining	☐ Length of Each Term	☒ Length of Each Term	☐ None
	2	6-months	1 - year	

**** Rationale/Reason***

____

☐ ***Reason for Submittal to Board Under Separate Cover:***

____

Bidders Solicited: 340 **Bids Received:** 7 **Late Bids**: 1 **Rejected Bids**: 0 ☐ **N/A - Bids Not Required**

Submitted By: Linda M. Balcombe, CPPO, CPPB ***For:*** County Wide
Title: Director, Purchasing Department

Requested By: Michael Hewett ***Buyer:*** Christine Roney
Title: Director, Maintenance Department

Recommended award by vendor as follows: (*see attached)*

(13-115pr455tab.doc)

Attachment: Bids 1-15-13 (3780 : Bids)

Provide and install Closed Circuit Television (CCTV) Systems at various facilities, county wide, per specifications.

		A-TECH CONSULTING INC.	CABLELINK NETWORK SERVICES, INC.	INTEGRATED SYSTEMS OF FLORIDA
	Description	**Hourly Rates**	**Hourly Rates**	**Hourly Rates**
1	Hourly rate for Lead Technician	$44.00	$38.00	$45.00
2	Hourly rate for Helper	$31.00	$29.50	$25.00
3	Hourly rate for Engineer (to include CD, as-builts, CAD)	$55.00	$19.00	$19.00
4	Hourly rate for Project Management	$55.00	$19.00	$19.00
	Description	**Unit Pricing & Parts Discount**	**Unit Pricing & Parts Discount**	**Unit Pricing & Parts Discount**
	PELCO			
5	EH3515 Housing	$81.00	$45.00	$88.52
6	EM1400 Mount	$32.00	$22.00	$36.26
7	EH2100 Housing, Low Profile Ceiling Tile Enclosure	$89.00	$65.00	$94.00
8	E-2100 Indexing Plate	$63.00	$30.00	$61.14
9	EH-2020, Security Rated In-Ceiling Camera Enclosure	$87.00	$68.00	$91.26
10	Low Profile Ceiling Tile Enclosure	$87.00	$30.00	$102.95
11	MS508-DT Manual Switcher 8 x 1	$181.00	$178.00	$188.91
12	MS504-DT Manual Switcher 4 x 1	$124.00	$160.00	$146.24
13	MS512-DT Manual Switcher 12 x 1	$226.00	$227.00	$238.19
14	V5104 Sequencer	$137.00	$129.00	$144.19
15	FTV10M1ST 1 Ch. Transmitter	$171.00	$190.00	$182.52
16	FRV20M2ST 2 Ch. Receiver	$308.00	$301.00	$328.54
17	FTV40M1ST 4 Ch. Transmitter	$771.00	$1100.00	$821.34

Attachment: Bids 1-15-13 (3780 : Bids)

		A-TECH CONSULTING INC.	CABLELINK NETWORK SERVICES, INC.	INTEGRATED SYSTEMS OF FLORIDA
18	FRV40M1ST 4 Ch. Receiver	$771.00	$1100.00	$821.34
19	FTV80M1ST 8 Ch. Transmitter	$1,760.00	$2000.00	$1916.46
20	FRV80M1ST 8 Ch. Receiver	$1,760.00	$2000.00	$1916.46
21	USRACK Fiber Card Cage/PS	$465.00	$495.00	$501.93
22	**Percentage Discount from Pelco's Retail Price List for parts, supplies, and equipment not listed above**	20%	38%	48%
	VIDEOALARM			
23	Dome Model RC-200 Flush or Drop Ceiling Mount	$153.00	$170.00	$159.00
24	**Percentage Discount from VideoAlarm's Retail Price List for parts, supplies and equipment not listed**	20%	38%	48%
	ALTRONIX			
25	R2416600UL Rack-mount 24VAC @25Amp Power Supply	$246.00	$241.00	$274.02
26	ALTV244175 Wall-mount 24VAC @7.25Amp Power Supply	$68.00	$74.49	$74.61
27	ALTV248300 Wall-mount 24VAC @14Amp Power Supply	$113.00	$98.50	$124.98
28	**Percentage Discount from Altronix's Retail Price List for parts, supplies and equipment not listed**	20%	46%	48%
	DITEK			
29	DTK-iBNC28 BNC "inline" protector	$33.00	$36.00	$37.23
30	DTK-VSPBNCA/BNC Protectors	$34.00	$45.00	$37.43
31	DTK-6F Power Protectors	$14.00	$14.00	$14.63

Attachment: Bids 1-15-13 (3780 : Bids)

		A-TECH CONSULTING INC.	CABLELINK NETWORK SERVICES, INC.	INTEGRATED SYSTEMS OF FLORIDA
32	DTK8FS Power Protectors	$16.00	$15.00	$17.28
33	1LVP, 2-Wire Protectors	$24.00	$36.00	$25.26
34	3LVLP, 6-Wire Protectors	$38.00	$36.00	$39.89
35	4LVLP, 8-Wire Protectors	$100.00	$44.00	$45.21
36	RM16 19” Rack Mount 16 port CCTV TVSS	$220.00	$260.00	$256.60
37	**Percentage Discount from DITEK’s Retail Price List for parts, supplies and equipment not listed**	20%	46%	50%
	INTERLOGICS			
38	TVR-6016-8T, 16CH DVR DVD.CD 8TB	$3,756.00	$3495.00	4035.60
39	**Percentage Discount from Interlogics Retail Price List for parts, supplies and equipment not listed**	20%	21%	44%
	TAMRON			
40	TM-13VG1040ASIR-SQ Auto Iris DC Zoom Lens 10-40 MM	$92.00	$96.00	92.47
41	TM-13VG2812AS-SQ Lens 2.8-12 MM F/1.4 varifocal	$41.00	$57.00	41.51
42	**Percentage Discount from Tamron’s Retail Price List for parts, supplies and equipment not listed**	0%	21%	50%
	EVERFOCUS			
43	EFV-358 DC 3.5-8 MM DC CS 1/3 Varifocal Auto Iris Lens	$31.00	$33.49	$39.20
44	EFV-550 DC 5-50 MM DC CS 1/3 Varifocal Auto Iris Lens	$50.00	55.50	$64.07

Attachment: Bids 1-15-13 (3780 : Bids)

		A-TECH CONSULTING INC.	CABLELINK NETWORK SERVICES, INC.	INTEGRATED SYSTEMS OF FLORIDA
45	**Percentage Discount from EVERFOCUS's Retail Price List for parts, supplies and equipment not listed**	20%	46%	50%
	CRC			
46	CRC-BN502 560 TVL "Box" Camera	$110.00	$109.00	$89.61
47	CRC-BS512 620 TVL WDR "Box" Camera	$209.00	$180.00	$172.54
48	CRC-VN502VR 560 TVL Dome Camera (int/ext)	$215.00	$161.98	$157.83
49	CRC-VS512VF 620 TVL WDR Dome Camera (int/ext)	$235.00	$212.000	$165.20
50	AC-VWMT500 Wall-Mount (Pendant)	$110.00	$53.00	$45.48
51	**Percentage Discount from CRC Retail Price List for parts, supplies and equipment not listed**	10%	28%	32%
	GANZ			
52	YCX-05WN 700 TVL 1/3" WDR "Box" Camera	$238.00	$229.00	$232.83
53	ZC-DW8312NBA 690 TVL 3.3-12mm WDR dome (interior)	$238.00	$229.00	$244.53
54	ZC-DNT8312NBA 690TVL 3.3-12mm WDR dome (exterior)	$214.00	$198.99	$291.33
55	ZC-DW5550NXA 700TVL 5-50mm WDR dome	$381.00	$385.00	$373.23
56	ZC-OH5 Dome Outdoor Housing	$59.00	$48.00	$80.73
57	ZC-CB2 Dome Housing Conduit Base		$49.00	$31.59
58	ZC7-WM1 Wall-Mount (Pendant) (interior)	$47.00	$46.00	$45.63
59	ZC8-WM2A Wall-Mount (Pendant) (exterior)	$54.00	$52.49	$65.52

Attachment: Bids 1-15-13 (3780 : Bids)

		A-TECH CONSULTING INC.	CABLELINK NETWORK SERVICES, INC.	INTEGRATED SYSTEMS OF FLORIDA
60	ZC-FM3 Flush-Mount Ceiling Housing (interior)	$31.00	$30.00	$29.25
61	**Percent Discount from GANZ's Retail Price List for parts, Supplies and equipment not listed.**	20%	30%	45%
	AMER.COM			
62	SD8N Switch	$17.00	$80.00	49.14
63	**Percent Discount from AMER.COM's Retail Price List for parts, Supplies and equipment not listed.**	20%	46%	48%
	MISCELLANEOUS			
64	RG-59 Coaxial Cable, 95% copper shield with bare copper center conductor, 1000' roll	$174.00	$159.00	113.49
65	RG-6 Coaxial Cable, 95% copper shield with bare copper center conductor, 1000' roll	$219.00	$179.00	$237.51
66	Manual Switcher- BNC in/out 4-8 ports	$124.00	$39.00	$72.00
67	RG-59 18/2 Siamese Cable	$254.00	$219.00	$252.12
68	18/2 Cable, stranded 1000' roll	$116.00	$70.00	$95.23
69	CD-CPF1UG882 BNC Twist-on Connectors (lot 100)	$55.00	$89.00	$213.50
70	70" Vertical Equipment Cabinet with locking doors (front & back) Standard 19" racking	$1,045.00	$900.00	$409.50
71	1000va UPS (Uninterruptible Power Supply) rack-mount	$431.00	$498.00	$572.13
72	650VA, UPS (Uninterruptible Power Supply)	$89.00	$145.00	$91.58

Attachment: Bids 1-15-13 (3780 : Bids)

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **January 15, 2013**

Bid No:	13-340-111	***Bid Title:***	Fire Protection Systems: Repair & Maintenance Services, Water Based

Original Bid No: N/A

Recommend approval of this agenda item under the specific category checked below.

Agenda Item Categories:

☐ Lowest Responsive Bid ☐ Request for Proposal ☐ Reject Bids ☐ Piggy-Back Bid per 6A-1.012 (6) ☐ Sale of Property
☐ Revised Award * ☒ Highest Point Score ☐ Re-Award (partial/whole) * ☐ State Contract per 6A-1.012 (5)
☐ Renewal of Contract ☐ Contract/Bid Termination * ☐ Contract Extension * Term: ____ ☐ Co-Op Bid
☐ Professional Services per FS 287.055 ☐ Direct Negotiation per 6A-1.012 (14) ☐ Emergency Ratification *

Contract Period: 1/16/13 thru 1/15/15 ☐ N/A - One Time Purchase

Contract Value: **$** 200,000.00

Contract Type: ☒ Estimated Dollar Amount ☐ Firm, Fixed Dollar Amount ☒ Firm, Fixed Unit Prices ☐ Firm, Fixed Fees or Discounts

Renewal Options:	No. of Terms Remaining	☐ Length of Each Term	☒ Length of Each Term	☐ None
	2	6-months	1 - year	

**** Rationale/Reason***

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☐ ***Reason for Submittal to Board Under Separate Cover:***

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Bidders Solicited: 30 **Bids Received:** 6 **Late Bids**: 0 **Rejected Bids**: 0 ☐ **N/A - Bids Not Required**

Submitted By: Linda M. Balcombe, CPPO, CPPB ***For:*** County Wide
Title: Director, Purchasing Department

Requested By: Michael Hewett ***Buyer:*** Christine Roney
Title: Director, Maintenance Department

Recommended award by vendor as follows: (*see attached)*

Attachment: Bids 1-15-13 (3780 : Bids)

PIPER FIRE PROTECTION, INC. (V-3447)

Provide labor & material to perform maintenance and repair services on fire sprinkler systems at various locations, county wide, per the specifications.

Hourly Rates	Unit Price
Certified Journeymen Technician	
Straight time	$75.00
Nights, Weekends	$75.00
Emergencies: Nights, Weekends	$75.00
Helper	
Straight time	$25.00
Nights, Weekends	$25.00
Emergencies: Nights, Weekends	$25.00
Supervisor	
Straight time	N/C
Nights, Weekends	N/C
Emergencies: Nights, Weekends	N/C
Materials & Supplies	
Cost + Mark-Up Percentage	30%

Attachment: Bids 1-15-13 (3780 : Bids)

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **January 15, 2013**

Bid No:	13-968-108	***Bid Title:***	Access Control Systems: Installation, Maintenance & Repair

Original Bid No: N/A

Recommend approval of this agenda item under the specific category checked below.

Agenda Item Categories:

☐ Lowest Responsive Bid ☐ Request for Proposal ☐ Reject Bids ☐ Piggy-Back Bid per 6A-1.012 (6) ☐ Sale of Property
☐ Revised Award * ☒ Highest Point Score ☐ Re-Award (partial/whole) * ☐ State Contract per 6A-1.012 (5)
☐ Renewal of Contract ☐ Contract/Bid Termination * ☐ Contract Extension * Term: ____ ☐ Co-Op Bid
☐ Professional Services per FS 287.055 ☐ Direct Negotiation per 6A-1.012 (14) ☐ Emergency Ratification *

Contract Period: 1/16/13 thru 1/15/14 ☐ N/A - One Time Purchase

Contract Value: **$** 125,000.00

Contract Type: ☒ Estimated Dollar Amount ☐ Firm, Fixed Dollar Amount ☒ Firm, Fixed Unit Prices ☐ Firm, Fixed Fees or Discounts

Renewal Options:	No. of Terms Remaining	☐ Length of Each Term	☒ Length of Each Term	☐ None
	2	6-months	1 - year	

**** Rationale/Reason***

____

☐ ***Reason for Submittal to Board Under Separate Cover:***

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Bidders Solicited: 294 **Bids Received:** 4 **Late Bids**: 0 **Rejected Bids**: 1 ☐ **N/A - Bids Not Required**

Submitted By: Linda M. Balcombe, CPPO, CPPB ***For:*** County Wide
Title: Director, Purchasing Department

Requested By: Michael Hewett ***Buyer:*** Christine Roney
Title: Director, Maintenance Department

Recommended award by vendor as follows: (*see attached)*

Attachment: Bids 1-15-13 (3780 : Bids)

INTEGRATED SYSTEMS OF FLORIDA, INC.

Provide, deliver and install intrusion alarm system and card access equipment, maintenance and repair services per agreement.

	LABOR DESCRIPTION	HOURLY RATES	
	Straight Time (M-F 7:00 AM – 4:00 PM)		
1	Technician	$ 42.00	
2	Helper	$ 25.00	
	Nights and Weekends (After Normal Hours)		
3	Technician	$ 42.00	
4	Helper	$ 22.00	
	Emergencies (Nights and Weekends – After Normal working Hours)		
5	Technician	$ 42.00	
6	Helper	$ 22.00	
	PART DESCRIPTION	**MANUFACTURER**	**UNIT PRICES**
7	Door Access Controller	Paxton Net 2 Plus	$332.71
8	Door Controller Power Supply	Paxton	$414.53
9	Door Transformer for Power Supply	Paxton	$135.59
10	I/O Power Supply	Paxton	$278.96
11	I/O Power Supply Transformer	Paxton	$66.00
12	I/O Module	Paxton	$278.96
13	Proximity Card (Clamshell)	Paxton	$1.87
14	Proximity Card (Fob)	Paxton	$2.51
15	Proximity Card (ISO)	Paxton	$1.87
16	2 X 6 Mini Prox Reader	Paxton	$95.45
17	Single Door Mag Lock	SDC	$153.48
18	Delayed Egress Mag Lock	Dynalock	$716.39
19	Delayed Egress Controller	SDC	$484.79
20	Delayed Egress Power Supply	Securatron	$118.79
21	Egress Push Button	Alarm Control	$34.79
22	Egress PIR	Detection Systems	$61.72
23	Door Strike – RIM (Example: HES 9600)	HES	$27.59
24	Door Strike – Concealed Mount (Example: HES 8000)	HES	$109.19
25	Door Contact – Recessed	Sentrol	$6.95
26	Door Contact – Surface Mount	Sentrol	$4.02
27	Wireless Receiver for Door Release	Linear	$52.20
28	Wireless transmitter for Door Release	Linear	$33.59
29	Hard-Wired Door Release	Alarm Control	$21.60
30	Single-Arm Pedestal	ISOF	$48.00

Attachment: Bids 1-15-13 (3780 : Bids)

	PART DESCRIPTION	MANUFACTURER	UNIT PRICES
31	¾" EMT Conduit (per 10')	Electric Supply	$4.15
32	1 ½" EMT Conduit (per 10')	Electric Supply	$14.46
33	2" EMT Conduit (per 10')	Electric Supply	$16.23
34	¾" Rigid Conduit (per 10')	Electric Supply	$15.25
35	1 ½" Rigid Conduit (per 10')	Electric Supply	$39.98
36	2" Rigid Conduit (per 10')	Electric Supply	$47.17
37	¾" PVC Conduit (per 10')	Electric Supply	$2.52
38	1 ½" PVC Conduit (per 10')	Electric Supply	$6.48
39	2" PVC Conduit (per 10')	Electric Supply	$7.67
40	Wiremold V700 (3/4" X 21/32")	Electric Supply	$13.98
41	Wiremold V500 (3/4" X 17/32")	Electric Supply	$12.32
42	Data Fiber Converters	IFS	$234.00
43	Fiber Patch Cords	ISOF ST to ST 62.5	$13.70
44	Wire: 18 Gauge – 2 Conductor	Various Manuf.	$107.18
45	Wire: 18 Gauge – 2 Conductor (Plenum)	Various Manuf.	$119.52
46	Wire: 18 Gauge – 2 Conductor (Direct Burial)	Various Manuf.	$230.08
47	Wire: 18 Gauge – 4 Conductor	Various Manuf.	$191.96
48	Wire: 18 Gauge – 4 Conductor (Plenum)	Various Manuf.	$228.47
49	Wire: 18 Gauge – 4 Conductor (Direct Burial)	Various Manuf.	$394.38
50	Wire: 22 Gauge – 2 Conductor	Various Manuf.	$67.29
51	Wire: 22 Gauge – 2 Conductor (Plenum)	Various Manuf.	$71.22
52	Wire: 22 Gauge –2 Conductor (Direct Burial)	Various Manuf.	$122.97
53	Wire: 22 Gauge – 4 Conductor	Various Manuf.	$96.23
54	Wire: 22 Gauge – 4 Conductor (Plenum)	Various Manuf.	$120.36
55	Wire: 22 Gauge – 4 Conductor (Direct Burial)	Various Manuf.	$132.60
56	Wire: 22 Gauge – 6 Conductor	Various Manuf.	$160.54
57	Wire: 22 Gauge – 6 Conductor (Plenum)	Various Manuf.	$192.66
58	Wire: 22 Gauge – 6 Conductor (Direct Burial)	Various Manuf.	$226.62

Attachment: Bids 1-15-13 (3780 : Bids)

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **January 15, 2013**

Bid No: 13-200-110 ***Bid Title:*** Shoes, Slip-Resistant (Re-Bid)

Original Bid No: N/A

Recommend approval of this agenda item under the specific category checked below.

Agenda Item Categories:

☒ Lowest Responsive Bid ☐ Request for Proposal ☐ Reject Bids ☐ Piggy-Back Bid per 6A-1.012 (6) ☐ Sale of Property
☐ Revised Award * ☐ Highest Point Score ☐ Re-Award (partial/whole) * ☐ State Contract per 6A-1.012 (5)
☐ Renewal of Contract ☐ Contract/Bid Termination * ☐ Contract Extension * Term: ____ ☐ Co-Op Bid
☐ Professional Services per FS 287.055 ☐ Direct Negotiation per 6A-1.012 (14) ☐ Emergency Ratification *

Contract Period: 1/15/13 thru 1/14/15 ☐ N/A - One Time Purchase

Contract Value: **$** 101,000.00

Contract Type: ☒ Estimated Dollar Amount ☐ Firm, Fixed Dollar Amount ☒ Firm, Fixed Unit Prices ☐ Firm, Fixed Fees or Discounts

Renewal Options:

No. of Terms Remaining	☐ Length of Each Term	☒ Length of Each Term	☐ None
2	6-months	1 - year	

**** Rationale/Reason***

☐ ***Reason for Submittal to Board Under Separate Cover:***

Bidders Solicited: 116 **Bids Received:** 2 **Late Bids**: 0 **Rejected Bids**: 0 ☐ **N/A - Bids Not Required**

Submitted By: Linda M. Balcombe, CPPO, CPPB ***For:*** Food Service Department
Title: Director, Purchasing Department

Requested By: Art Dunham ***Buyer:*** Jena Grage
Title: Director, Food Service Department

Recommended award by vendor as follows:

Attachment: Bids 1-15-13 (3780 : Bids)

SHOES FOR CREWS, LLC (V-30487)

Provide & deliver Slip-Resistant Shoes for approximately 1000 district Food Service employees at locations county wide, on an as needed basis, at the firm, net unit pricing listed below for the contract period.

ITEM NO	DESCRIPTION	SIZES	AVAILABLE SIZES	BRAND & STYLE BID	UNIT PRICE
1.	SHOES FOR CREWS® Slip-Resistant Shoes Aurora #9043 or approved equal.	Women Only	Med. 5-9.5, 10 & 11 Wide 6.5-9.5, 10 & 11	SFC Aurora #9043	$54.98
2.	SHOES FOR CREWS® Slip-Resistant Shoes Revolution #9041 or approved equal.	Women Only	Med. 4, 5-9.5, 10 & 11 Wide 6.5-9.5, 10 & 11	SFC Revolution #9041	49.98
3.	SHOES FOR CREWS® Slip-Resistant Shoes Dreamer #9033 or approved equal.	Women Only	Med. 4, 5-9.5, 10 & 11 Wide 6.5-9.5, 10 & 11	SFC Dreamer #9033	45.98
4.	SHOES FOR CREWS® Slip-Resistant Shoes SFC Avenger #8043 or approved equal.	Men Only	Med. 7-11.5, 12, 13 & 14 Wide 8.5-11.5, 12, 13 & 14	SFC Avenger #8043	54.98
5.	SHOES FOR CREWS® Slip-Resistant Shoes Evolution #8028 or approved equal.	Men Only	Med. 7-11.5, 12, 13, 14, 15 & 16 Wide 8-11.5, 12, 13, 14, 15 & 16	SFC Evolution #8028	49.98
6.	SHOES FOR CREWS® Slip-Resistant Shoes Metro II #8582 or approved equal.	Men Only	Med. 7-11.5, 12, 13, 14, 15 & 16 Wide 8-11.5, 12, 13, 14, 15 & 16	SFC Metro II #8582	52.98
7.	SHOES FOR CREWS® Slip-Resistant Shoes Eastside #6050 & #7050 or approved equal.	Men	Med. 7-11.5, 12, 13, 14 & 15	SFC Eastside #6050	39.98
		Women	Med. 5-9.5, 10 & 11	SFC Eastside #7050	39.98
8.	SHOES FOR CREWS® Slip-Resistant Shoes Falcon #6007 & #7007 or approved equal.	Men	Med. 7-10.5, 11, 12, 13, 14 & 15 Wide 8-10.5, 11, 12, 13 & 14	SFC Falcon #6007	34.98
		Women	Med: 4, 5-9.5, 10, 11 & 12 Wide: 6.5-9.5, 10 & 11	SFC Falcon #7007	34.98
9.	SHOES FOR CREWS® CrewGuard Slip-Resistant Overshoes Black Style #50 or approved equal.	Men	3-17	SFC CrewGuard Slip Resistant Over Shoes Black Style #50	11.98
		Women	3-12.5	SFC CrewGuard Slip Resistant Over Shoes Black Style #50	11.98

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **January 15, 2013**

Bid No:	13-340-112	***Bid Title:***	Fire Protection Systems: Inspection & Testing Services, Water Based

Original Bid No: N/A

Recommend approval of this agenda item under the specific category checked below.

Agenda Item Categories:

☐ Lowest Responsive Bid ☐ Request for Proposal ☐ Reject Bids ☐ Piggy-Back Bid per 6A-1.012 (6) ☐ Sale of Property
☐ Revised Award * ☒ Highest Point Score ☐ Re-Award (partial/whole) * ☐ State Contract per 6A-1.012 (5)
☐ Renewal of Contract ☐ Contract/Bid Termination * ☐ Contract Extension * Term: ____ ☐ Co-Op Bid
☐ Professional Services per FS 287.055 ☐ Direct Negotiation per 6A-1.012 (14) ☐ Emergency Ratification *

Contract Period: 1/16/13 thru 1/15/15 ☐ N/A - One Time Purchase

Contract Value: **$** 85,000.00

Contract Type: ☒ Estimated Dollar Amount ☐ Firm, Fixed Dollar Amount ☒ Firm, Fixed Unit Prices ☐ Firm, Fixed Fees or Discounts

Renewal Options:	No. of Terms Remaining	☐ Length of Each Term	☒ Length of Each Term	☐ None
	2	6-months	1 - year	

**** Rationale/Reason***

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☐ ***Reason for Submittal to Board Under Separate Cover:***

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Bidders Solicited: 30 **Bids Received:** 4 **Late Bids**: 0 **Rejected Bids**: 0 ☐ **N/A - Bids Not Required**

Submitted By: Linda M. Balcombe, CPPO, CPPB ***For:*** County Wide
Title: Director, Purchasing Department

Requested By: Michael Hewett ***Buyer:*** Christine Roney
Title: Director, Maintenance Department

Recommended award by vendor as follows: (*see attached)*

(13-112pr454tab.doc)

Attachment: Bids 1-15-13 (3780 : Bids)

HANSEL INNOVATIONS, INC.

Provide labor & material to perform quarterly inspections on fire sprinkler systems at various locations, county wide, per the specifications.

INSPECTIONS	UNIT PRICE
Service:	
Inspection per riser, (4 times per year), exclude trip charge.	$28.00
Inspection per riser with pump, (4 times per year), exclude trip charge.	$30.00
Inspection per fire hydrant, (1 time per year), exclude trip charge.	$35.00
Maintenance Charges per visit:	
Trip charge per riser	$40.00
Trip charge per riser after 5pm	$60.00
weekends, holidays	
Fire pump maintenance charge	$400.00
Trip charge for hydrants	$20.00
Trip charge for hydrants after 5pm	$40.00
Fire hydrant maintenance charge	$40.00

Attachment: Bids 1-15-13 (3780 : Bids)

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **January 15, 2013**

Bid No: 13-345-085 ***Bid Title:*** First Aid Supplies

Original Bid No: N/A

Recommend approval of this agenda item under the specific category checked below.

Agenda Item Categories:

☒ Lowest Responsive Bid ☐ Request for Proposal ☐ Reject Bids ☐ Piggy-Back Bid per 6A-1.012 (6) ☐ Sale of Property
☐ Revised Award * ☐ Highest Point Score ☐ Re-Award (partial/whole) * ☐ State Contract per 6A-1.012 (5)
☐ Renewal of Contract ☐ Contract/Bid Termination * ☐ Contract Extension * Term: ____ ☐ Co-Op Bid
☐ Professional Services per FS 287.055 ☐ Direct Negotiation per 6A-1.012 (14) ☐ Emergency Ratification *

Contract Period: 2/09/13 thru 2/08/14 ☐ N/A - One Time Purchase

Contract Value: **$** 53,000.00

Contract Type: ☒ Estimated Dollar Amount ☐ Firm, Fixed Dollar Amount ☒ Firm, Fixed Unit Prices ☐ Firm, Fixed Fees or Discounts

Renewal Options:

No. of Terms Remaining	☐ Length of Each Term	☒ Length of Each Term	☒ None
	6-months	- year	

**** Rationale/Reason***

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☐ ***Reason for Submittal to Board Under Separate Cover:***

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Bidders Solicited: 133 **Bids Received:** 11 **Late Bids**: 0 **Rejected Bids**: 2 ☐ **N/A - Bids Not Required**

Submitted By: Linda M. Balcombe, CPPO, CPPB ***For:*** Warehouse Department
Title: Director, Purchasing Department

Requested By: Joe Zihala ***Buyer:*** Jena Grage
Title: Warehouse Coordinator

Recommended award by vendor as follows: (*see attached)*

(13-085pr051tab.doc)

Attachment: Bids 1-15-13 (3780 : Bids)

Provide and deliver first aid supplies with firm pricing for the contract period.

CLEARWATER DISTRIBUTION, INC DBA GULFSTAR SUPPLY CO. (V-1018)

Item	TERMS Item Number	Description	Unit Price
11	34542088	**GLOVES, PROTECTIVE, LATEX FREE & DEHP FREE** – Powder free non-sterile, smooth and beaded, extra large size, 100/bx., **Sempermed #VPF105**	$2.39 bx.
12	34542086	**GLOVES, PROTECTIVE, LATEX FREE & DEHP FREE** – Powder free non-sterile, smooth and beaded, large size, 100/bx., **Sempermed #VPF104**	2.37 bx.
13	34542087	**GLOVES, PROTECTIVE, LATEX FREE & DEHP FREE** – Powder free non-sterile, smooth and beaded, medium size, 100/bx., **Sempermed #VPF103**	2.37 bx.
14	34542085	**GLOVES, PROTECTIVE, LATEX FREE & DEHP FREE** – Powder free non-sterile, smooth and beaded, small size, 100/bx., **Sempermed #VPF102**	2.39 bx.

HENRY SCHEIN, INC. (V-16541)

Item	TERMS Item Number	Description	Unit Price
5	34542027	**BANDAID, FLEXIBLE** – 1" x 3" strip-sterile, form fitting, coverlet adhesive dressing, 100/bx., **Henry Schein #9004500**	$1.28 bx.
7	34542060	**COTTON BALLS** – Absorbent sterile, 130/bx., **US Cotton #7800007**	3.59 bx.
10	34542050	**EYE PATCHES** – Covex eye protector, pirates patch, 12/bx., **Henry Schein #3726551**	14.54 bx.
23	34542141	**PROBE COVERS** – Instant ear thermometer. (Ear Use), 200/bx., **Braun Thermoscan #PC200 by Welch Allyn / Henry Schein #6782442**	11.99 bx.

SUNCOAST SURGICAL & MEDICAL SUPPLY, LLC (V-25793)

Item	TERMS Item Number	Description	Unit Price
1	34542001	**ALCOHOL** – (Rubbing) 70% Isopropyl, 16 oz. bottle, 12/cs., **Swan #4700067**	$13.28 cs.
2	34542015	**APPLICATORS, COTTON TIPPED** – 3" long, 100/pkg. **Dynarex #4301**	0.24 pkg.
3	34542149	**BACITRACIN OINTMENT** – (Packets, 1.0 grams), 144 pkgs./bx., Bacitracin only - NOTE: Not triple antibiotic. **Moore #82465**	10.20 bx.
4	34542026	**BANDAGE, ROLL** – 2" wide x 4.5 to 5 yards stretched, sterile, each packaged separately, 12/pkg., **Dynarex #3112**	2.44 pkg.
6	34542028	**BANDAID, FLEXIBLE** – 2" x 4.5" long, sterile, 50/bx., **Dynarex #3614**	2.93 bx.
8	34542163	**CUP, MEDICINE** – Graduated to 1 oz., plastic, 100 cups/tube, 50 tubes/case., **Dynarex 4252**	32.80 cs.

Attachment: Bids 1-15-13 (3780 : Bids)

SUNCOAST SURGICAL & MEDICAL SUPPLY, LLC (V-25793) cont.

Item	TERMS Item Number	Description	Unit Price
9	34542082	**GAUZE SPONGE** – 3" x 3", 12 ply, 25/bx., absorbent sterile, **Dynarex D70-3333**	1.27 bx.
15	34542167	**HAND SANITIZER** – Antibacterial – 62% ethyl alcohol, 8 oz. pump bottle, 12/cs., **Perrigo #P90-VJ00068**	18.69 cs.
17	34542151	**HAND WIPES** – Alcohol, Sani Hands, ALC, individual packets, antimicrobial, alcohol gel 65.9% by vol., **P.D.I. #D43600**	0.04 ea.
18	34542150	**HANDIWIPES** – BZK antiseptic – For professional and hospital use, 100/bx., **Dynarex #1303**	1.58 bx.
19	34542164	**KOLD COMPRESS** – Reuseable, 6.5" x 4.25" size, non toxic if ingested, **Cold Star/Jack Frost**	0.49 ea.
20	34542095	**MASK** – N95 particulate respirator, cone style, 20/bx., **Medline #NON24506**	12.00 bx.
21	34542128	**PAPER, COT** – White, 18" x 125', individually wrapped-crepe., 12/cs., **Pro Advantage NDC #P751018**	16.68 cs.
22	34542160	**PEDICU STICKS** – 6" wood, disposable. Examination sticks, 1000/bx., **Dynarex #4323**	2.27 bx.
24	34542139	**PROBE COVERS** – Plastic Tubular for use with the Filac 1500 thermometer, 500/bx., **Kendall #8884221000**	15.80 bx.
25	34542138	**PROBE COVER** – Paper, disposable for digital thermometer, 100/bx., **Moore #63347**	2.29 bx.
26	34542135	**TAPE, ADHESIVE** – ½" x 10 yards, 24/bx., **Dynarex 3551**	3.25 bx.
27	34542136	**TAPE, PLASTIC** – 1" x 10 yard roll, demiclear transparent, 12/bx., **Dynarex #3572**	5.55 bx.
28	34542162	**THERMOMETER, DIGITAL** – 60 second sensing probe, LCD display, Fahrenheit measurement. **Lumiscope #G24-1858**	1.60 ea.
29	34542035	**TONGUE BLADES** – Jr. size, 5-1/2", 500/bx., **Dynarex #4311**	3.24 bx.
30	34542142	**TWEEZERS** – Individual packing, stainless, approx. 3 – 4-1/2", **Kentron #KI-257**	0.55 ea.
31	34542153	**SAFETY PINS** – #2 size, 144 pkgs./gr., **Grafco #G24-30392C**	1.25 gr.
33	34542080	**SPONGES**– 3" x 3", economy non-woven. 200/bag, **Dynarex #3253**	1.50 bag

ZEE MEDICAL SERVICE (V-2490)

Item	TERMS Item Number	Description	Unit Price
16	34542165	**HAND RINSE** – 4 oz. bottle, 72/case, **Cal Stat Plus #10118103**	320.40 cs.

Item #32, Shampoo, Lice, Rid has been eliminated from award and will be purchased on the open market as needed.

Attachment: Bids 1-15-13 (3780 : Bids)

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **January 15, 2013**

Bid No: 13-422-129-PB ***Bid Title:*** Furniture, Classroom

Original Bid No: N/A

Recommend approval of this agenda item under the specific category checked below.

Agenda Item Categories:

☐ Lowest Responsive Bid ☐ Request for Proposal ☐ Reject Bids ☒ Piggy-Back Bid per 6A-1.012 (6) ☐ Sale of Property
☐ Revised Award * ☐ Highest Point Score ☐ Re-Award (partial/whole) * ☐ State Contract per 6A-1.012 (5)
☐ Renewal of Contract ☐ Contract/Bid Termination * ☐ Contract Extension * Term: ____ ☐ Co-Op Bid
☐ Professional Services per FS 287.055 ☐ Direct Negotiation per 6A-1.012 (14) ☐ Emergency Ratification *

Contract Period: 1/15/13 thru 12/31/14 ☐ N/A - One Time Purchase

Contract Value: **$** 120,000.00

Contract Type: ☒ Estimated Dollar Amount ☐ Firm, Fixed Dollar Amount ☒ Firm, Fixed Unit Prices ☐ Firm, Fixed Fees or Discounts

Renewal Options:

No. of Terms Remaining	☐ Length of Each Term	☐ Length of Each Term	☒ None
	6-months	- year	

**** Rationale/Reason***

Utilizing U.S. Communities Master Agreement No. 0204011.

☐ ***Reason for Submittal to Board Under Separate Cover:***

____

Bidders Solicited: ___ **Bids Received:** ___ **Late Bids:** __ **Rejected Bids:** __ ☐ **N/A - Bids Not Required**

Submitted By: Linda M. Balcombe, CPPO, CPPB ***For:*** County Wide
Title: Director, Purchasing Department

Requested By: Joe Zihala ***Buyer:*** Jaime Haney
Title: Warehouse Coordinator

Requested By: Linda M. Balcombe, CPPO, CPPB
Title: Director, Purchasing Department

Recommended award by vendor as follows: (*see attached)*

Attachment: Bids 1-15-13 (3780 : Bids)

VIRCO, INC.

Provide, deliver, and if requested, install classroom furniture, county wide. Pricing will be based on the following tiered percentage discounts per the U.S. Communities Master Agreement for Zone 10:

Net Order Size	Standard Delivery (delivered tailgate)	Inside Delivery (No installation)	Full Service (Delivered & Installed)
$0 to $2,499	65.50%	N/A	N/A
$2,500 to $7,499	66.60%	61.48%	58.13%
7,500 to $14,999	70.00%	66.80%	62.00%
$15,000 to $29,999	71.50%	68.65%	65.80%
$30,000 to $99,999	72.50%	71.00%	69.75%
$100,000 +	72.50%	71.00%	70.25%

Attachment: Bids 1-15-13 (3780 : Bids)

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **November 13, 2012**

Bid No: 13-422-083-RA ***Bid Title:*** Furniture, All Types (Partial Renewal)

Original Bid No: 13-422-083

Recommend approval of this agenda item under the specific category checked below.

Agenda Item Categories:

☐ Lowest Responsive Bid ☐ Request for Proposal ☐ Reject Bids ☐ Piggy-Back Bid per 6A-1.012 (6) ☐ Sale of Property
☐ Revised Award * ☐ Highest Point Score ☐ Re-Award (partial/whole) * ☐ State Contract per 6A-1.012 (5)
☒ Renewal of Contract ☐ Contract/Bid Termination * ☐ Contract Extension * Term: ____ ☐ Co-Op Bid
☐ Professional Services per FS 287.055 ☐ Direct Negotiation per 6A-1.012 (14) ☐ Emergency Ratification *

Contract Period: 1/15/13 thru 12/31/15 ☐ N/A - One Time Purchase

Contract Value: **$** N/A

Contract Type: ☒ Estimated Dollar Amount ☐ Firm, Fixed Dollar Amount ☒ Firm, Fixed Unit Prices ☒ Firm, Fixed Fees or Discounts

Renewal Options:

No. of Terms Remaining	☐ Length of Each Term	☐ Length of Each Term	☒ None
	6-months	- year	

**** Rationale/Reason***

The original renewal board approved November 13, 2012 and did not include the renewal from Ernie Morris Enterprises, Inc.

☐ ***Reason for Submittal to Board Under Separate Cover:***

____

Bidders Solicited: ___ **Bids Received:** ___ **Late Bids**: __ **Rejected Bids**: __ ☒ **N/A - Bids Not Required**

Submitted By: Linda M. Balcombe, CPPO, CPPB ***For:*** County Wide
Title: Director, Purchasing Department

Requested By: Joseph Zihala ***Buyer:*** Jaime Haney
Title: Warehouse Coordinator

Requested By: Linda M. Balcombe, CPPO, CPPB
Title: Director, Purchasing Department

Recommended award by vendor as follows: (*see attached)*

(13-083pr183tab.doc)

Attachment: Bids 1-15-13 (3780 : Bids)

BID "A" – CLASSROOM STUDENT FURNITURE:

The current vendor has chosen not to renew. This section will either be re-bid or a co-operative contract will be utilized.

BID "B" – CAFETERIA TABLES

ITEM DESCRIPTION	*TERMS ITEM NO.*	*BID ITEM NO.*	*BRAND & MODEL BID*	*UNIT PRICE DEL'D*	*UNIT PRICE INST.*	*RECOMMENDED VENDOR*
						SCHOOL SPECIALTY, INC. (V-1987)
30" x 12' Bench Table	42122019	6a	AmTab MBT12DR	714.89	720.26	
30" x 12' 12 Stool Table	42122022	6b	AmTab MST 1212DR	687.60	692.97	
30" x 12' 16 Stool Table	42122023	6c	AmTab MST1216DR	816.00	821.37	
29" x 8' Convertible Bench Table	42122030	6d	AmTab MCB8DRCD	353.05	358.42	
60" Octagon Table	42122040	6e	AmTab MDC60DR	324.47	329.84	

BALANCE OF LINE DISCOUNTS

MANUFACTURER NAME	*DISCOUNT OFFERED - INSIDE DELIVERY*	*DISCOUNT OFFERED - DELIVERED & INSTALLED*
AmTab	***35%***	***32%***

BID "C" OFFICE FURNITURE – THE HON COMPANY

ITEM DESCRIPTION HON MODEL #	*TERMS ITEM #*	*UNIT PRICE INSIDE DELIVERY*	*UNIT PRICE DELIVERED & INSTALLED*	*RECOMMENDED VENDOR*
5721 – Task Chair, w/o arms Price Code III fabric, Standard Caster, Black Frame	42522014	95.59	100.37	**OFFICE FURNITURE CENTER, INC. (V-1655)**
105885R – Small Office Desk, Laminate	42241191	273.87	288.96	
314P – 4 Drawer Vertical File Cabinet	42441834	N/A	N/A	**Unable to renew at line item pricing, balance of line discounts will be applied to this item**
105532 – 2 Shelf Bookcase, Laminate	42522160	136.40	143.89	
105333 – 3 Shelf Bookcase, Laminate	42522161	176.14	185.82	
105334- 4 Shelf Bookcase, Laminate	42541077	208.36	219.10	
105335- 5 Shelf Bookcase Laminate	42541082	250.24	262.75	

BALANCE OF LINE DISCOUNTS

MANUFACTURER NAME	*DISCOUNT OFFERED INSIDE DELIVERY*	*DISCOUNT OFFERED DELIVERED AND INSTALLED*
The HON Company	*58.5%*	*56.25%*

BID "D" – DISCOUNT FROM LIST PRICES

MANUFACTURER NAME	*DISCOUNT OFFERED INSIDE DELIVERY*	*DISCOUNT OFFERED DELIVERED & INSTALLED*	*RECOMMENDED VENDOR*
Atlantic Metal Industries, Inc.	50.1%	47.8%	**ERNIE MORRIS ENTERPRISES, INC. (v-761)**
Fleetwood Group, Inc.	36%	31%	**SCHOOL SPECIALTY, INC. (V-1987)**
Georgia Chair Co.	36%	32%	**SCHOOL SPECIALTY, INC. (V-1987)**
National Public Seating	46%	42%	**SCHOOL SPECIALTY, INC. (V-1987)**
Oklahoma Sound	45%	41%	**SCHOOL SPECIALTY, INC. (V-1987)**
Waddell Display Cases	22%	18%	**ERNIE MORRIS ENTERPRISES, INC. (V-761)**

Attachment: Bids 1-15-13 (3780 : Bids)

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **January 15, 2013**

Bid No: 13-165-124-RN ***Bid Title:*** Convection Ovens

Original Bid No: 12-165-130

Recommend approval of this agenda item under the specific category checked below.

Agenda Item Categories:

☐ Lowest Responsive Bid ☐ Request for Proposal ☐ Reject Bids ☐ Piggy-Back Bid per 6A-1.012 (6) ☐ Sale of Property
☐ Revised Award * ☐ Highest Point Score ☐ Re-Award (partial/whole) * ☐ State Contract per 6A-1.012 (5)
☒ Renewal of Contract ☐ Contract/Bid Termination * ☐ Contract Extension * Term: ____ ☐ Co-Op Bid
☐ Professional Services per FS 287.055 ☐ Direct Negotiation per 6A-1.012 (14) ☐ Emergency Ratification *

Contract Period: 2/08/13 thru 2/07/14 ☐ N/A - One Time Purchase

Contract Value: **$** 500,000.00

Contract Type: ☒ Estimated Dollar Amount ☐ Firm, Fixed Dollar Amount ☒ Firm, Fixed Unit Prices ☐ Firm, Fixed Fees or Discounts

Renewal Options:

No. of Terms Remaining	☐ Length of Each Term	☒ Length of Each Term	☐ None
1	6-months	1 - year	

**** Rationale/Reason***

____

☐ ***Reason for Submittal to Board Under Separate Cover:***

____

Bidders Solicited: ___ **Bids Received:** ___ **Late Bids:** __ **Rejected Bids:** __ ☒ **N/A - Bids Not Required**

Submitted By: Linda M. Balcombe, CPPO, CPPB ***For:*** Food Service Department
Title: Director, Purchasing Department

Requested By: Art Dunham ***Buyer:*** Jena Grage
Title: Director, Food Service Department

Recommended award by vendor as follows: (*see attached)*

Attachment: Bids 1-15-13 (3780 : Bids)

BELTRAM EDGE TOOL SUPPLY, INC D/B/A BELTRAM FOOD SERVICE GROUP

Provide and deliver natural gas and electric convection ovens for the food service department per specifications.

CATEGORY – 1

DESCRIPTION	UNIT PRICE
Electrolux Air-O-Convect Natural Gas Hybrid Convection Oven 102 Model 269753	$11,088.70
Single 304 stainless steel full-size grid (21”x26”) PNC 922076	39.86
Open base w/rack guides PNC 922198	802.27

CATEGORY – 2

DESCRIPTION	UNIT PRICE
Electrolux Air-O-Convect Electric Hybrid Convection Oven 102 Model 269283	$9,777.47
Single 304 stainless steel full-size grid (21”x26”) PNC 922076	39.86
Open base w/rack guides PNC 922198	802.27

Attachment: Bids 1-15-13 (3780 : Bids)

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **January 15, 2013**

Bid No:	13-200-107-RN	***Bid Title:***	Uniform Rental: Vehicle Maintenance Personnel

Original Bid No: 12-200-099

Recommend approval of this agenda item under the specific category checked below.

Agenda Item Categories:

☐ Lowest Responsive Bid ☐ Request for Proposal ☐ Reject Bids ☐ Piggy-Back Bid per 6A-1.012 (6) ☐ Sale of Property
☐ Revised Award * ☐ Highest Point Score ☐ Re-Award (partial/whole) * ☐ State Contract per 6A-1.012 (5)
☒ Renewal of Contract ☐ Contract/Bid Termination * ☐ Contract Extension * Term: ____ ☐ Co-Op Bid
☐ Professional Services per FS 287.055 ☐ Direct Negotiation per 6A-1.012 (14) ☐ Emergency Ratification *

Contract Period: 2/20/13 thru 2/19/14 ☐ N/A - One Time Purchase

Contract Value: **$** 25,000.00

Contract Type: ☒ Estimated Dollar Amount ☐ Firm, Fixed Dollar Amount ☒ Firm, Fixed Unit Prices ☐ Firm, Fixed Fees or Discounts

Renewal Options:	No. of Terms Remaining	☐ Length of Each Term	☒ Length of Each Term	☐ None
	1	6-months	1 - year	

**** Rationale/Reason***

____

☐ ***Reason for Submittal to Board Under Separate Cover:***

____

Bidders Solicited: ___ **Bids Received:** ___ **Late Bids**: ___ **Rejected Bids**: ___ ☒ **N/A - Bids Not Required**

Submitted By: Linda M. Balcombe, CPPO, CPPB ***For:*** Vehicle Maintenance Department
Title: Director, Purchasing Department

Requested By: Rick McBride ***Buyer:*** Jena Grage
Title: Director, Transportation Department

Recommended award by vendor as follows: (*see attached)*

Attachment: Bids 1-15-13 (3780 : Bids)

G & K SERVICES, INC. (V-10827)

Provide firm weekly rental prices for uniform rental services for approximately (67) District vehicle maintenance department personnel on an annual basis as specified herein.

Uniform Item	Cost Per Week/ Per Employee
Industrial Work Pant	$ 1.91
Jean-Cut Work Pant	1.91
Shorts	1.91
Industrial Work Shirt, Short Sleeve	1.91
Industrial Work Shirt, Long Sleeve	1.91

Provide uniform jackets as a one (1) time purchase for approximately (67) District vehicle maintenance department personnel on an annual basis as specified herein.

Uniform Item	Cost Per Employee
Jacket	$ 28.56

Attachment: Bids 1-15-13 (3780 : Bids)

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **January 15, 2013**

Bid No: 13-422-133-SC ***Bid Title:*** Furniture, Workstations

Original Bid No: N/A

Recommend approval of this agenda item under the specific category checked below.

Agenda Item Categories:

☐ Lowest Responsive Bid ☐ Request for Proposal ☐ Reject Bids ☐ Piggy-Back Bid per 6A-1.012 (6) ☐ Sale of Property
☐ Revised Award * ☐ Highest Point Score ☐ Re-Award (partial/whole) * ☒ State Contract per 6A-1.012 (5)
☐ Renewal of Contract ☐ Contract/Bid Termination * ☐ Contract Extension * Term: ____ ☐ Co-Op Bid
☐ Professional Services per FS 287.055 ☐ Direct Negotiation per 6A-1.012 (14) ☐ Emergency Ratification *

Contract Period: thru ☒ N/A - One Time Purchase

Contract Value: **$** 150,127.90

Contract Type: ☐ Estimated Dollar Amount ☒ Firm, Fixed Dollar Amount ☐ Firm, Fixed Unit Prices ☐ Firm, Fixed Fees or Discounts

Renewal Options:	No. of Terms Remaining	☐ Length of Each Term	☐ Length of Each Term	☒ None
		6-months	- year	

**** Rationale/Reason***

Utilizing State of Florida Contract # 420-420-10-1

☐ ***Reason for Submittal to Board Under Separate Cover:***

____

Bidders Solicited: ___ **Bids Received:** ___ **Late Bids:** __ **Rejected Bids:** __ ☒ **N/A - Bids Not Required**

Submitted By: Linda M. Balcombe, CPPO, CPPB ***For:*** Career, Technical and Adult Education Department

Title: Director, Purchasing Department

Requested By: Laura Sargent ***Buyer:*** Jaime Haney

Title: Managing Officer, Adult Education

Recommended award by vendor as follows: (*see attached)*

Attachment: Bids 1-15-13 (3780 : Bids)

D C JAEGAR CORPORATION

Testing Carrels for GED testing labs at the following locations:

Qty	Description	Total Price
5	Clearwater Adult Education Center	$12,049.00
4	Dixie Hollins Adult Education Center	$9,638.00
2	Tomlinson Adult Learning Center	$4,819.00
2	Lakewood Community School	$4,819.00
1	Northeast Community School	$2,410.00
26	pTEC Clearwater	$62,649.00
61	pTEC St. Petersburg	$146,984.00
	Furniture	**$243,368.00**
Discount		
1	Discount per State Contract	($93,240.00)
	(Discount on furniture only, not installation)	
Installation		
1	Delivery, Installation and Set-Up @ $700 each also includes One-Year On-Site Warranty for all parts and labor (included in price)	
	Total for 101 Workstations	**$150,128.00**

Attachment: Bids 1-15-13 (3780 : Bids)

PURCHASING AGENDA ITEM for SOLE SOURCE COMMODITY and/or SERVICE

School Board of Pinellas County, Florida

School Board Meeting of: **January 15, 2013**

Bid File No:	13-480-135-SS	***Bid File Title:***	Sole Source Testing Materials

Contract Period: thru ☒ N/A - One Time Purchase

Contract Value: **$** 223,778.80

Contract Type: ☐ Estimated Dollar Amount ☐ Firm, Fixed Dollar Amount ☒ Firm, Fixed Unit Prices ☐ Firm, Fixed Fees or Discounts

**** Rationale/Reason***

This vendor is the sole distributor for the Stanford Achievement Test and associated materials..

Submitted By: Linda M. Balcombe, CPPO, CPPB ***For:*** Assessment, Research & Accountability Department

Title: Director, Purchasing Department

Requested By: Dr. Behrokh Ahmadi ***Buyer:*** Linda Balcombe

Title: Executive Director, Assessment, Resarch & Accountability Department

Recommended award by vendor as follows: (*see attached)*

Attachment: Bids 1-15-13 (3780 : Bids)

NCS PEARSON, INC.

SAT 10 – COMPLETE BATTERY LOCAL SCAN FORM A

Qty	Item #	SAT 10 Local Scan Booklets	Unit Price	Total Price
800	015-8771-907	SAT 10 Local Scan Book 1 Grade 1 Primary 1 (pkg. of 10)	60.00	48,000.00
800	015-8771-923	SAT 10 Local Scan Book 1 Grade 2 – Primary 2 (pkg. of 10)	60.00	48,000.00
		SAT 10 Directions for Administration		
320	015-8774-23X	SAT 10 Local Scan Directions Grade 1 – Primary 1	21.00	6,720.00
320	015-8774-248	SAT 10 Local Scan Directions Grade 2 – Primary 2	21.00	6,720.00
		SAT 10 Ruler Packs (pkg. of 40)		
400	999-8103-312	SAT Primary 1/2/3	5.00	2,000.00
			Materials	$111,440.00
			S & H	9,472.40
			Total	$120,912.40

SAT 10 – ANCILLARY MATERIALS

Qty.	Item #	SAT 10 Practice Tests	Unit Price	Total Price
800	015-8770-331	SAT 10 Practice Test Primary 1 (pkg. of 10)	11.50	9,200.00
800	015-8770-34X	SAT 10 Practice Test Primary 2 (pkg. of 10)	11.50	9,200.00
		SAT 10 Practice Test Directions		
320	015-8770-102	SAT 10 Practice Directions Primary 1	8.50	2,720.00
320	015-8770-110	SAT 10 Practice Directions Primary 2	8.50	2,720.00
			Sub Total	$23,840.00
			S & H	2,026.40
			Total	$25,866.40

SCORING & REPORTING SERVICES – COMPLETE BATTERY LOCAL SCAN FORM A

Qty	Ready Results.net Local Scoring	Unit Price	Total Price
1	Ready Results.net Annual Norms License	1,000.00	$1,000.00
16000	Ready Results.net SAT 10 Usage Credits	4.75	$76,000.00

Attachment: Bids 1-15-13 (3780 : Bids)

PURCHASING AGENDA ITEM for SOLE SOURCE COMMODITY and/or SERVICE

School Board of Pinellas County, Florida

School Board Meeting of: **January 15, 2013**

Bid File No:	13-205-132-SS	***Bid File Title:***	Sole Source Web-Based Library Subscription Service Annual Software Maintenance & Support

Contract Period: 2/1/13 thru 1/31/14 ☐ N/A - One Time Purchase

Contract Value: **$** 72,569.26

Contract Type: ☐ Estimated Dollar Amount ☒ Firm, Fixed Dollar Amount ☐ Firm, Fixed Unit Prices ☐ Firm, Fixed Fees or Discounts

**** Rationale/Reason***

The vendor is the developer and holds the copyrights to this software..

Submitted By: Linda M. Balcombe, CPPO, CPPB ***For:*** County Wide
Title: Director, Purchasing Department

Requested By: Norm Kelton ***Buyer:*** Jaime Haney
Title: Chief of Technology and Information Systems

Recommended award by vendor as follows:

FOLLETT SOFTWARE COMPANY (V-887)

Provide "Destiny™" web-based library subscription circulation solution for (120) library media centers/sites county wide. The number of schools may vary up or down depending upon new school introduction and existing school closure for renovation or construction.

Annual Software Maintenance and Support Fee

• Destiny™ annual software maintenance and support fee for 120 sites (February 1, 2013 to January 31, 2014)	$ 41,167.20
• TitlePeek	11,464.80
• Reading Programs	11,932.13
• Lexiles	8,005.13
Total:	**$72,569.26**

Attachment: Bids 1-15-13 (3780 : Bids)

PURCHASING AGENDA ITEM for SOLE SOURCE COMMODITY and/or SERVICE

School Board of Pinellas County, Florida

School Board Meeting of: **January 15, 2013**

Bid File No:	13-205-134-SS	***Bid File Title:***	Sole Source 5000i Scanner Speed Upgrade Plus Custom Training & Application Development

Contract Period: thru ☒ N/A - One Time Purchase

Contract Value: **$** 58,548.00

Contract Type: ☐ Estimated Dollar Amount ☒ Firm, Fixed Dollar Amount ☐ Firm, Fixed Unit Prices ☐ Firm, Fixed Fees or Discounts

**** Rationale/Reason***

The vendor is the sole provider for the iNSIGHT scanner as well as maintenance and support..

Submitted By: Linda M. Balcombe, CPPO, CPPB ***For:*** Technology and Information Systems

Title: Director, Purchasing Department

Requested By: Norm Kelton ***Buyer:*** Mark Shuman, CPPO

Title: Chief of Technology and Information Systems

Recommended award by vendor as follows:

SCANTRON CORPORATION V-26509

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	5000I Scanner Speed Upgrade: increase speed, reset sheet count, new computer with Windows operating system, replace internal components, onsite install, ScanTools Plus Application Development with Score, 100 day warranty.	$38,020.00	$38,020.00
	Annual Onsite Maintenance After Warranty Period		
1	Scanner Maintenance	18,781.00	18,781.00
1	Transport Printer Maintenance	1,085.00	1,085.00
1	Bar Code Reader Maintenance	662.00	662.00
		Net Total:	**$58,548.00**

(13-134tab.doc)

Attachment: Bids 1-15-13 (3780 : Bids)

SCANTRON
www.scantron.com

Proposal for:

5000i Speed Upgrade Solution Plus
Custom Training & Application Development

Prepared for:

Pinellas County Schools
301 4th Street SW
Largo, FL 33770

Date:

December 3, 2012

Submitted by:

Michael Adkins
Education Account Executive
Scantron Corporation
Telephone: 800-722-6876, Ext. 6480
michael_adkins@scantron.com
www.scantron.com

Attachment: Bids 1-15-13 (3780 : Bids)

Overview and Benefits of Scanner Upgrade

Scantron appreciates the opportunity to provide this proposal for the upgrade of Pinellas County Schools' 5000i Scanner.

Upgrading your existing 5000i Scanner is equivalent to purchasing a new Scantron iNSIGHT 150 scanner that operates 50% faster and is running on the most current operating system. The current price of the iNSIGHT 150 with Transport Printer and Bar-Code Reader is $111,440; over three times the investment to upgrade your current scanner. The upgrade is quite extensive, as outlined in the bulleted services below, and typically takes the field technician up to 2 days to complete. And after the upgrade, we will continue to maintain and support this scanner for years to come.

The 5000i Speed Upgrade would comprise a major overhaul in general. We will incorporate your 10,000,000 scans overhaul, as this would eventually be required by our Technical Services (HTS) team to be able to support your onsite maintenance going forward. This alone, is a value of just under $10,000. The upgrade consists of a complete kit as follows:

- Scan speed upgrade from 7,500 to 15,000 clicks/scans per hour
- Replacement of most circuit boards in the scanner to sustain the speed enhancement
- Addition of a new processor to support faster data processing
- Replacement of every camera
- Replacement of most moving parts - paper pull/feed moving parts, rollers, pulleys & mechanism in general
- Replacement of all aluminum wear & tear parts
- 10,000,000 clicks/scan certification to ensure continued support and onsite maintenance

Scanner Warranty and Maintenance

The upgrade comes with a 100 day warranty. Quoted below is the fee to continue this warranty for an additional full year of operation.

Upgrade References

References for Scantron customers that have benefited from their 5000i upgrades are readily available and will gladly be shared when requested.

Attachment: Bids 1-15-13 (3780 : Bids)

Education Pricing

Description	Price
5000i Scanner Speed Upgrade Includes: • Increasing speed of 5000i Scanner to 15,000 sheets/hour • Resetting sheet count on 5000i Scanner to zero • New Computer with Windows Operating System and 17" flat panel monitor • Replacement of internal components and mechanisms noted in the preceding overview • Freight to ship Upgrade Kit • Onsite Installation	$36,000.00
ScanTools Plus Application Development with Score	$1,995.00
Shipping & handling for ScanTools Plus software	$25.00
Total System Solution Price for Upgrade	$38,020.00

Annual Onsite Maintenance After Warranty Period	Price
Scanner Maintenance	$18,781.00
Transport Printer Maintenance	$1,085.00
Bar-Code Reader Maintenance	$662.00
Total Annual Maintenance	$20,528.00

Additional Solutions & Services	Price
DesignExpert - Forms Design Software with one year of support	$1,895.00
DesignExpert 2-day Training at a Scantron facility	$1,000.00
DesignExpert 2-day Onsite Training at a district facility	$4,295.00
SAT 10 Application Development - per application	$4,500.00
Onsite Technical Mentoring/Training - per day	$2,750.00
Custom Scan Forms Design - 81/2 X 11, 1-sided form	$524.00
Custom Scan Forms Design - 81/2 X 11, 2-sided form	$791.00

Attachment: Bids 1-15-13 (3780 : Bids)

Ordering Information:

- For additional information, please contact: Michael Adkins at 800-722-6876, Ext. 6480
- Lead time to schedule Upgrade is 7-10 days after P.O. received
- Scantron is the Sole-Source Manufacturer and Provider of the 5000i scanner - proudly manufactured in the USA, and the Speed Upgrade Service. Sole-Source Letter available upon request.
- To place an order, please email Purchase Order to: michael_adkins@scantron.com

Attachment: Bids 1-15-13 (3780 : Bids)

SCANTRON®

TERMS AND CONDITIONS OF SALE

1. Orders. This is a legal agreement (the "Agreement") between the entity which ordered products and/or services (our "Customer") and Scantron Corporation ("Scantron") As used herein "Scantron Schedules" mean the Scantron product and/or service schedules, proposals or other descriptions providing the terms pursuant to which Scantron and/or its affiliates and subcontractors will provide and Customer will purchase the products and services described therein. "Product" means the hardware, software, forms printed by Scantron (the "Forms"), third party products or other items provided by Scantron and/or its affiliates and subcontractors as described in the applicable Scantron Schedule "Service" means the installation, training, consulting, support or other services provided by Scantron and/or its affiliates and subcontractors as described in the applicable Scantron Schedule The "Products" and "Services" include any documentation and click-through license agreement accompanying the applicable Product or Service ("Documentation") Products and Services purchased by Customer will be set forth in an applicable purchase order or other applicable order document (collectively, a "purchase order") This Agreement, including any Scantron Schedules, and the purchase order form the complete contract for this transaction between Scantron and Customer If you do not agree to the terms of this Agreement, promptly return the unopened Product package and accompanying items for a refund of the applicable fee A purchase order is not effective until accepted by Scantron and, once accepted, is firm and noncancellable Terms of any Customer issued order forms or any other communication which are additional to or inconsistent with this Agreement are not binding unless Scantron expressly assents to such terms in writing Scantron will use its best commercially reasonable efforts to deliver the Products and Services specified in an applicable purchase order to Customer on or before the specified delivery dates Customer will promptly inspect and accept or reject the Products and/or Services upon delivery Absent Customer's earlier written acceptance, Products and Services are accepted 30 days following delivery

2. Software License Grant. To the extent that software Products are acquired by Customer under this Agreement (the "Software"), Scantron grants a non-exclusive, non-transferable license to the Software (the "License Grant") Documentation is included in and with the license for the Software Each License Grant is only for the United States and Canada and provides Customer with the right to use the Software object code (not source code) for Customer's internal purposes only, to perform services in the normal course of Customer's business, and consistent with the applicable Documentation, which define any additional or alternative terms and conditions of the License Grant. Scantron or its designated agents shall have the right to enter and inspect Customer's records and/or its computer systems for the purpose of auditing Customer's usage of the Software Access will be permitted with reasonable advance notice during business hours

3 Title, Risk of Loss, Delivery. To the extent that hardware Products are purchased by Customer under this Agreement, Scantron transfers title to Customer upon shipment of the hardware Products However, Scantron retains a purchase money security interest in the hardware Products until paid for in full by Customer Customer agrees to execute appropriate documents to permit Scantron to perfect its purchase money security interest. Scantron bears the risk of loss for Products up to and including their date of shipment. Thereafter, Customer assumes the risk of loss All Products will be shipped FOB Origin. If Customer is to lease any of the hardware Products, a separate leasing agreement must be executed

4 Services. To the extent any Services are purchased by Customer under this Agreement, all technical information, custom software (in object code only), know-how and other intellectual property that may be supplied by Scantron to Customer in the course of performing any Services (the "Work Product") is licensed to Customer in accordance with the provisions of this Agreement and Documentation. Upon delivery, such custom software shall be "Software" under the terms of this Agreement. The Scantron Schedule for software assurance service, software support and/or product maintenance is available upon request. Products must be continuously under warranty and then service, support and/or maintenance (as applicable) or a reinstatement fee may apply in order to obtain such Services in the future CUSTOMER ACKNOWLEDGES THAT AS PART OF ANY INSTALLATION SERVICES, SCANTRON MAY "ACCEPT" CLICK-THROUGH AGREEMENTS FOR THE PRODUCTS AND THIRD PARTY PRODUCTS ON BEHALF OF CUSTOMER Hardcopies of such click-through agreements are available upon request.

5 Compensation. In addition to applicable Product fees and Services fees, Customer will reimburse Scantron's out-of-pocket costs including shipping and reasonable travel and living expenses Invoices shall be paid within 45 days of receipt without deduction, withholding or offset. Scantron may suspend any License Grant and/or Services provided under this Agreement until payments are brought current. Amounts not paid when due are subject to finance charges of 1% per month or the highest rate permitted by law (whichever is lower) Customer will pay or reimburse Scantron for all duties, taxes (other than taxes on Scantron's income), fees or other similar amounts assessed or imposed by governmental authorities Scantron may at any time change fees for Products, Services or other items respecting future orders Fees for Services not scheduled within 9 months of invoice date will be forfeited, unless extended in writing by Scantron.

6. Term, Termination. This Agreement remains in effect until Services are complete and all License Grants extended under this Agreement, if any, cease, *or until terminated as provided herein Either party may terminate the Agreement without cause by providing 30-day written notice to the other party* If a party fails to cure a default within 30 days after written notice explaining the default, the non-defaulting party may immediately terminate any License Grants, Services (including Work Products) or other items to which the default relates Termination of this Agreement terminates further performance If the termination is based upon a default of any License Grant, Customer will immediately stop using all Software, promptly remove it from any hardware on which the Software is installed, and within 20 days of termination return to Scantron or destroy all copies of any Software and Documentation in Customer's possession or control and certify the return or destruction of all Software and Documentation. Early termination does not relieve Customer of any payment obligations which arise prior to the effective date of such termination.

7. Proprietary Rights; Confidentiality/Privacy/Security A. Proprietary Rights The Products and Services (including any Work Product) are protected by copyright, trade secret and other proprietary rights of Scantron and its suppliers Software and Work Product are licensed, not sold, to Customer Scantron reserves all rights in Products, Services, Work Product and Documentation not expressly granted to Customer **B Limitations on Use.** Customer will not reproduce Products or Services, sell or sublicense Products or Services, permit the use of Software, Services or Documentation by others or otherwise operate Software for third parties (e g , as a service bureau or data processing service), modify or translate Software, disassemble, reverse engineer or decompile Software or otherwise attempt to discover trade secrets related to Software, use the Software in excess of the licenses granted and license fees paid **C Confidentiality** Both parties may acquire certain information that is confidential, proprietary or trade secret information of the other party or a third party ("Confidential Information") in the performance of this Agreement. The party receiving Confidential Information will use such information solely for performance under this Agreement, not disclose such information to any third party (excluding agents and, in the case of Scantron, its affiliated companies), and otherwise protect such information from any unauthorized use or disclosure The receiving party shall bind its employees, agents and affiliates having access to Confidential Information to confidentiality obligations consistent with this provision. Neither party will be obligated to keep confidential any information that is publicly available through no fault of such party; received by such party from a third party not under a confidentiality obligation regarding the information, independently developed by such party without referring to the Confidential Information, or required by applicable law to be disclosed by such party Scantron may reflect the Customer's name in a customer list and the respective products involved **D. Privacy/Security** Scantron will maintain and monitor policies and procedures to meet the data security objectives of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Gramm-Leach-Bliley Act, the Fair and Accurate Credit Transactions Act, the Fair Credit Reporting Act, and other related laws and regulations (collectively, the "Privacy Laws"), by addressing administrative, technical and physical safeguards designed to (i) ensure the security and confidentiality of nonpublic personal information relating to Customer's customers, (ii) protect against any anticipated threats or hazards to the security or integrity of such information, and (iii) protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to Customer With reasonable advance notice, Scantron will permit a review during regular business hours to assess whether appropriate key controls are in place, or will provide reasonable documentation to verify compliance with its obligations under this paragraph If Customer is a "covered entity" under HIPAA, Scantron agrees to execute a business associate agreement upon the reasonable request of Customer and to the extent required by law Upon execution by both parties, such business associate agreement shall be incorporated herein by this reference

8. Warranties A. Software In addition to the warranty (if any) provided in the Documentation, Scantron warrants the CD, DVD downloaded files or other media carrying the Software against defects in materials or manufacture for a period of 90 days following the delivery of the Software During such warranty period, Scantron will, at its expense, replace any defective media provided that Scantron is promptly notified upon discovery of such defects during the warranty period, the defective item is returned to Scantron, there is no evidence that such defects have been caused by misuse, neglect, alteration, accident or by any cause external to the media If Scantron is unable to comply with the foregoing limited warranty, Customer's sole and exclusive remedy shall be to terminate the License Grant by returning the Software for a refund of the Software fees In addition, Scantron warrants to Customer that on the date any custom software is delivered by Scantron for installation on Scantron approved hardware, it will substantially meet the specifications stated in the Statement of Work and/or final Functional Specifications agreed upon by the parties in writing Customer must notify Scantron in writing of any claim under this limited warranty within 30 days after delivery It is Customer's responsibility to demonstrate to Scantron the errors for which Customer requests warranty service While there can be no assurance that the performance of the custom software will be uninterrupted or error-free, Scantron will undertake to identify and correct such custom software and/ or documentation errors as Customer may timely bring to Scantron's attention Scantron's sole obligation, and Customer's sole remedy, shall be the making of such corrections by Scantron, which may include reasonable "work-around" solutions If Scantron personnel discover that the failure reported is attributable to user error, or to Customer's failure to provide an acceptable operating environment, or to any other non-warranted cause, then Customer will be obligated to pay Scantron for its time and expenses incurred in diagnosing the cause, at Scantron's then-standard rates **B Forms** Scantron warrants that the Forms will function in all material respects consistent with specifications appearing in the applicable Documentation. If a problem occurs with the Forms caused by an error in Scantron's manufacturing process, Scantron will replace any defective Forms Scantron reserves the right to examine all Forms claimed to be defective If Scantron determine the Forms to be defective, Scantron will take the necessary steps to correct the problem by reprinting or using alternative data capture methods **C Hardware Products** For a period of 30 days (or such other period as agreed in the Scantron Schedules) following the delivery of any hardware Product (including additions, upgrades and parts), Scantron warrants that such hardware Product will function in all material respects consistent with specifications appearing in the applicable Documentation. Scantron will use reasonable efforts to correct any hardware Product (by either repair or replacement, at Scantron's sole discretion) that fail to comply with the foregoing limited warranty, provided that Customer gives Scantron prompt written notice of such failure during the given warranty period, and Scantron is able to reproduce the noncompliance Customer will provide reasonably assistance to Scantron in reproducing the failure For Depot warranty repairs, Customer shall ship, at its own expense, the hardware Products to the Scantron Depot Service Center The cost of return shipping shall be paid by Scantron For Central Exchange warranty repairs, Customer shall promptly call Scantron's Call Center for diagnosis and consultation. Upon Scantron's diagnosis, Scantron will ship a replacement for the hardware Product. Customer shall install the replacement per Scantron's specifications Within 5 business days of receipt of the replacement, Customer shall return the original, faulty Products to Scantron via the enclosed shipping label In the event Customer fails to return the failed Products within 10 business days, Customer shall be charged the full retail value of the Products For On-Site warranty repairs, Scantron shall provide the repair services at Customer's premises (during Scantron's regular business hours) **D Services.** Scantron warrants that the Services will be provided in a professional and workmanlike manner consistent with the definition of the Services to be performed Provided that Customer gives Scantron written notice of failure to meet the foregoing warranty within 30 days after completion of Services, Scantron will use reasonable efforts to correct any Services that fail to comply with the foregoing warranty If Scantron is unable to correct or re-perform the Services, Customer's sole and exclusive remedy shall be a refund of the reasonable portion of the fees paid with respect to such Services **E. Third Party Products.** Some Products and Services may include or operate in conjunction with computer programs, data or hardware supplied by a third party Other than third party programs or data that are embedded in, and delivered as, an inseparable part of the Product or Services, all third party computer programs, data and hardware ("Independent Third Party Products") are supplied "AS IS" by Scantron If Independent Third Party Products are supplied with separate warranty and support terms that can be passed through to Customer, the third party that supplies such programs and data is responsible for fulfilling such warranty and support terms, and Scantron makes no warranty and assumes no obligation with respect to such items **F Exclusive Warranties and Remedies.** Scantron does not warrant that the Products are free from all bugs, errors or omissions The foregoing warranties do not extend to any failure of the Products caused by modification or change not made by Scantron, noncompliance because of use of the Products or Services in combination with items furnished by anyone other than Scantron or not approved in writing for use with the Products or Services by Scantron, or use of the Products in an operating environment other than as specified in writing by Scantron. THE WARRANTIES AND REMEDIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND ARE IN SUBSTITUTION FOR ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES OF SCANTRON, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE

9 Limitations of Liability SCANTRON'S ENTIRE LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY, FOR ANY CLAIM ARISING FROM OR RELATED TO THIS AGREEMENT OR ANY PRODUCTS, SERVICES, DELIVERABLES OR OTHER ITEMS FURNISHED OR TO BE FURNISHED UNDER THIS AGREEMENT, WILL IN NO EVENT EXCEED THE LESSER OF (i) THE FEES PAID TO SCANTRON BY CUSTOMER FOR THE APPLICABLE ITEM WHICH IS THE BASIS FOR THE CLAIM, OR (ii) THE FEES PAID TO SCANTRON BY CUSTOMER FOR THE APPLICABLE ITEM WHICH IS THE BASIS FOR THE CLAIM DURING THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CAUSE OF ACTION NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY NO ACTION RELATED TO THIS AGREEMENT MAY BE BROUGHT MORE THAN 2 YEARS AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CAUSE OF ACTION IN NO EVENT WILL SCANTRON BE LIABLE TO CUSTOMER OR TO ANY OF CUSTOMER S CUSTOMERS OR ANY OTHER PERSON OR ENTITY FOR LOST DATA, LOST PROFITS, INTEREST OR COST OF MONEY, OR FOR COVER, OR FOR ANY PUNITIVE, INDIRECT,

Attachment: Bids 1-15-13 (3780 : Bids)

INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF SCANTRON'S PERFORMANCE OR NONPERFORMANCE OR THE USE OF, INABILITY TO USE OR RESULTS OF USE OF ANY PRODUCTS, SERVICES, DELIVERABLES, OR OTHER ITEMS

10. Defense of Infringement Claims. Scantron will defend Customer against any claim based upon infringement of any U S patent, copyright or trademark by the Products (not including the Independent Third Party Products), provided that Customer promptly notifies Scantron of such proceeding, Scantron has exclusive control over the defense and settlement of the proceeding, Customer provides reasonably requested assistance in the defense and settlement of the proceeding, and Customer complies with any settlement or court order made in connection with such proceeding. Scantron will indemnify Customer against any and all damages, costs and attorneys' fees finally awarded against Customer in any such proceeding, reimburse Customer's reasonable, out-of-pocket expenses incurred in providing assistance requested by Scantron, pay any amounts agreed by Scantron in settlement of any claims of infringement. Scantron's obligations under this Section will not apply to any infringement arising out of use or combination of the Products with products, goods, services or other items not furnished or approved in writing for use with the Products and/or Services by Scantron modification or change not made or authorized in writing by Scantron, use of an infringing version of the Products when a comparable noninfringing version has been made available to Customer; or Products developed to specifications which Customer has supplied or required of Scantron. In the event that Scantron reasonably believes it will be required to discontinue offering the Products, Scantron will, at its option, do one of the following obtain for Customer the right to continue use of the Products, modify the Products to make them noninfringing, or if Scantron is not reasonably able to accomplish the foregoing, terminate Customer's right to use the infringing Products and refund to Customer a pro-rata portion of the fees Customer paid to Scantron for such Products, amortized on a three-year straight line basis from the date of delivery THIS SECTION STATES THE ENTIRE LIABILITY OF SCANTRON WITH RESPECT TO INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHT BY ANY PRODUCTS, SERVICES, DELIVERABLES OR OTHER ITEMS FURNISHED OR TO BE FURNISHED UNDER THIS AGREEMENT

11 Miscellaneous. A No Waiver. The failure of either party to enforce any rights under this Agreement or to take action against the other party will not be deemed a waiver by that party as to subsequent enforcement of rights **B Assignment.** This Agreement may not be assigned or transferred in any way by Customer without Scantron's prior written consent. Attempted assignments without Scantron consent are void **C Notices** Notices shall be in writing and delivered by hand, mail or courier and will be deemed delivered only upon receipt. **D. Applicable Law.** This Agreement will be interpreted, construed and enforced in all respects in accordance with the local laws of the State of *Florida*, USA, without reference to its choice of laws principles Customer and Scantron each waive application of the 1980 UN Convention on Contracts for the International Sale of Goods **E. Dispute Resolution** Any dispute arising from or related to this Agreement will be settled exclusively by binding arbitration conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Any arbitration will be held in the State of Florida, USA. Arbitration will be before a single arbitrator active in a state bar with experience in business respecting the subject matter of the dispute The award of the arbitrator will be final and binding, and judgment may be entered upon it in any court having jurisdiction. In no event will the arbitrator award punitive damages or an award in excess of the amount of direct compensatory damages consistent with the limitations of liability in this Agreement. Except as required by law, the parties, may not disclose the contents or results of any arbitration hereunder without the prior written consent of all parties Either party may seek equitable relief from any court having jurisdiction to the extent necessary to prevent irreparable harm **F. Equal Employment Opportunity, Affirmative Action.** In connection with Scantron's performance under this Agreement, unless exempt, the Equal Opportunity Clauses as set forth in Section 202 of Executive Order 11246, as amended, 41 C F R § 1 4(a), Section 402 of the Vietnam Era Veterans Readjustment Act of 1974, as amended, 41 C F R § 250 5(a), Section 503 of the Rehabilitation Act of 1973, as amended, and 41 C F R. § 741 5(a) are incorporated by reference Scantron has developed and maintains an affirmative action program. **G Insurance.** Scantron shall carry and maintain commercial general liability insurance in an amount not less than $1 million per occurrence with a $2 million aggregate covering claims for bodily injury, death, personal injury or property damage **H. Restricted Rights.** If Customer is the United States Government or any agency or instrumentality thereof, the Software and Documentation are provided with RESTRICTED RIGHTS Use, duplication or disclosure by the United States Government is subject to restriction as set forth in (i) subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 252.227-7013 (October 1988), if Customer is subject to Department of Defense Federal Acquisition Regulations, or (ii) FAR 52.227-19 (June 1987), if Customer is not subject to the DFAR, but is the United States Government or any agency or instrumentality thereof The "manufacturer" or "contractor", for purposes of such provisions, is Scantron Corporation, 1313 Lone Oak Road, Eagan, MN 55121-1334 The Software is a "commercial item" as that term is defined at 48 C F R. 2 101 (Oct 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C F R 12.212 (Sept 1995) Consistent with 48 C F R. 12.212 and 48 C F R. 227-7202-1 through 227 7202-4 (June 1995), all U S Government End Users acquire the Software and Documentation with only those rights set forth herein **I Compliance with Laws.** Customer shall, at all times, use the Products and Services in compliance with all applicable laws, including observing the terms and conditions of its own privacy policies and applicable copyright laws when requesting the design and printing of forms **J Entire Agreement.** This Agreement in conjunction with the applicable purchase order and Scantron Schedules supersedes any and all prior agreements among the parties related to the Products, the Services and any other items provided hereunder No modification of any of the provisions of this Agreement will be valid unless set forth in a written instrument signed by both parties. **- END -**

Attachment: Bids 1-15-13 (3780 : Bids)

Additional Quote Terms

- Pricing is valid for 30 days from date on this quote, unless extended in writing by Scantron.
- Pricing does not include sales tax or shipping, if applicable
- Payment terms are net 45 with a valid purchase order (on approved credit), or pre-paid with a credit card
- All products will be shipped F.O.B. Origin
- If Customer requests changes to the scope of the project, Scantron reserves the right to make related changes to price, hardware, software or services, and to adjust deliverable dates
- Fees for services not scheduled within 9 months of invoice date will be forfeited, unless extended in writing by Scantron
- In addition to the terms set forth herein, all sales in this quote shall be governed by Scantron Corporation's Terms and Conditions of Sale attached hereto
- Scantron provides a limited warranty for Scantron products and services as further detailed in the Terms and Conditions Independent third party products are supplied by Scantron "AS-IS" The third party may have a separate warranty and support terms that apply (e.g , ABBYY's Flexicapture software is subject to an end user license agreement, a copy of which is located at http //www scantron com/legal/flexicaptureterms aspx, and Turning Technologies provides a one year warranty and support for its student response systems, details of which are included in its product packaging)
- THE LIMITATIONS OF LIABILITY CONTAINED IN THE TERMS AND CONDITIONS APPLY TO THIS QUOTE AND STATE IN PART THAT SCANTRON SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, AND THAT SCANTRON'S ENTIRE LIABILITY FOR ANY CLAIM ARISING FROM OR RELATED TO THIS QUOTE WILL NOT EXCEED THE LESSER OF (i) THE FEES PAID TO SCANTRON FOR THE APPLICABLE ITEM WHICH IS THE BASIS FOR THE CLAIM, OR (ii) THE FEES PAID TO SCANTRON FOR THE APPLICABLE ITEM WHICH IS THE BASIS FOR THE CLAIM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CAUSE OF ACTION
- The terms of any Customer issued purchase order or any other communication which are additional to or inconsistent with this quote are not binding unless expressly agreed to in writing by Scantron
- Customer's agreement with the terms of this quote shall be indicated by either a signature hereon, or by issuance of a purchase order confirming Customer's intent to purchase the products and/or services included on this quote Once accepted by Scantron, all sales in this quote are final.

Accepted by

_____ _____

Customer's Authorized Signature Date

[Required if value is greater than $25,000 or if no purchase order is to be issued by the customer]

_____

Company Name

_____

Title of Person Who Signed

_____

Print Name of Person Who Signed

Quote_terms Rev 02 24-2012

Approved As To Form:

School Board Attorneys Office

Attachment: Bids 1-15-13 (3780 : Bids)

01/15/13 10:30 AM
Regular School Board Meeting
301 Fourth Street SW
Largo, FL 33770

Pinellas County Schools

ADOPTED

REQUEST FOR APPROVAL (ID # 3794)

January 15, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

FROM: MICHAEL A. GREGO, Ed.D., SUPERINTENDENT

SUBJECT: Request Approval of a Five-Year Charter Renewal for NewStart High School and to Change the School Name from NewStart High School to Enterprise High School

BACKGROUND:
The School Board approved an amendment to change the name from Life Skills Center to NewStart on April 26, 2011. The original charter contract expires on June 30, 2013. NewStart is a dropout prevention school that serves students between grades 9 and 12.
STRATEGIC DIRECTION/GOAL: Student Achievement

ALTERNATIVES:
1. Approve the five-year charter renewal.
2. Do not approve the five-year charter renewal.

RECOMMENDATION:
Alternative # 1 is recommended.

RATIONALE:
NewStart's request for renewal was received October 2012. District staff used Florida State Statute 1002.33 (7) 19(b) and (c) to assist in determining whether or not the charter school's request for the renewal of its charter should be recommended for approval or denied. This statute defines the causes a sponsor has to consider not renewing a charter as: failure of the charter school to participate in Florida's accountability system, failure to meet the requirements for student performance stated in the charter, failure to meet generally accepted standards of fiscal management, or violation of law. The renewal process included the charter school providing the school's latest comprehensive annual financial report and a renewal application that provides documentation of the school's continuing efforts to meet all the requirements of its charter.

District staff then examined NewStart Charter School's FCAT data, school evaluation report, the renewal application and the annual financial report. Participants involved in this process were Dorothy Clark, Coordinator of Partnership Schools; Kevin Smith, Associate Superintendent, Finance and Business Services; Steve Swartzel, Director, Governmental Services; David Koperski, School Board Attorney and appropriate personnel from teaching and learning.

The findings from the renewal process are that NewStart Charter School continues to fulfill its purpose to provide a creative and positive environment by incorporating multiple intelligences learning strategies and cooperative learning structures to the learning environment.

In addition to renewing the charter, the school's board is requesting:

- Change school name from NewStart High School to Enterprise High School starting in the 2013-14 school year.

- New Start High School will enroll all students that have the potential of graduating up to age 20. The school will also enroll ESE Students through their 22nd year and withdraw or graduate before their 23rd birthday.
- Annual Accountability Reports will be submitted online to DOE by deadline date set each year.
- The Charter dictates that each graduate needs to turn in 120 hours of work time, volunteer time, mentor time or job shadowing time. If a student joins the school with less than a full year until graduation: the work time needed will be pro-rated to align with their enrollment date at the school.
- ESOL Curriculum to eliminate Power Glide and will use Apex with accommodations and translation capabilities.
- Remove course catalog and replace with current one.

A copy of the renewal application is available in the school board office for review. Attached is the proposed renewal charter agreement.

FISCAL IMPACT:
Approval of the charter renewal will continue to result in a reduction of district funds by an estimated $2,032,917 annually, at the current enrollment levels.

DATA SOURCES:
Superintendent's Cabinet
David Koperski, School Board Attorney
Kevin Smith, Associate Superintendent, Finance and Business Services
Behrokh Ahmadi, Executive Director, Assessment, Accountability and Research
Octavio Salcedo, Director, Assessment & Accountability
Dorothy Clark, Coordinator, Partnership Schools

SUBMITTED BY:
Steve Swartzel, Director, Governmental Services

ATTACHMENTS:

- NewStart -Enterprise High Agreement (PDF)

RENEWAL CHARTER SCHOOL AGREEMENT

Between

PINELLAS EDUCATION ORGANIZATION, INC.

and

THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

for

Enterprise High School Charter School

(f/k/a NewStart High School Charter School,
f/k/a LifeSkills North Charter School)

December 11, 2012

Attachment: NewStart -Enterprise High Agreement (3794 : NewStart High School)

RENEWAL CHARTER SCHOOL AGREEMENT

Pinellas Education Organization, Inc.

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I Charter School Renewal Application (2012)

Attachment: NewStart -Enterprise High Agreement (3794 : NewStart High School)

RENEWEAL CHARTER SCHOOL AGREEMENT

THIS RENEWAL CHARTER SCHOOL AGREEMENT (the "Agreement" or "Charter") entered into this 11th day of December, 2012, by and between THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA, a body corporate operating and existing under the laws of the State of Florida (hereinafter referred to as the "Sponsor"), and PINELLAS EDUCATION ORGANIZATION, a Florida nonprofit corporation (hereinafter referred to as the "School").

WHEREAS, the parties executed a Charter School Agreement on or about July 29, 2008, and School has been operating continuously since the 2008-09 school year first as Life Skills North Charter School and then as NewStart High School Charter School; and

WHEREAS, the 2008 Agreement expires on June 30, 2013, and School has submitted the proper renewal application documentation seeking a renewal of the 2008 Agreement, including a school name change, which is attached hereto and incorporated herein by reference as Appendix I; and

WHEREAS, the parties intend that this Charter serve as the agreement for the continued sponsorship and operation of the School.

NOW, THEREFORE, in consideration of the mutual covenants and terms herein set forth, the parties agree as follows:

ARTICLE 1.0 GENERAL PROVISIONS

1.1 **Recitals:** The foregoing recitals are true and correct and are incorporated herein by reference.

1.2 **Renewal Application:** The School's renewal application to continue to operate a charter school is appended hereto as Appendix I and incorporated herein by reference. If any provision of this Agreement is inconsistent with Appendix I, the provision of this Agreement shall prevail.

1.3 **Effective Date and Renewals:** The effective date of this Agreement shall be as set forth below.

1.3.1 **Effective Date/Term:** This Agreement shall become effective on July 1, 2013, and shall end on June 30, 2018 (5 school year term), except as otherwise provided in this Agreement.

1.3.2 **Timetable:** The timetable for implementation of this Agreement is as follows:

December 11, 2012 Public hearing/Approval of Renewal Agreement

The School shall provide the Sponsor copies of the following facility approvals, certificates, and other documents upon Sponsor's request:

Attachment: NewStart -Enterprise High Agreement (3794 : NewStart High School)

- final facility approval documentation pursuant to s. 1002.33, F.S., including but not limited to certificates of occupancy and all other applicable zoning, health/safety, fire, and other applicable code approval documentation; and
- a signed statement from an authorized agent of the applicable municipal and/or county planning authority that such authority, after conducting its applicable reviews, approves of the placement of the school at the proposed site.

If the School has not secured at least temporary facility approvals as delineated noted above from the appropriate authorities at least thirty (30) calendar days prior to the initial day of student attendance at School for the 2013-14 school year, then this Charter will automatically terminate without the necessity of any notice or hearing. The Sponsor, at its sole discretion, may grant, upon request, an additional planning year during which the School shall not enroll any students and shall not be eligible to receive any funding from the Sponsor.

1.4 **Modifications:** This Agreement may be modified during its term by mutual agreement of the parties, provided such modifications are agreed to in writing and executed by both parties.

1.5 **Non-Renewal:** At the end of the term of the Agreement, in accordance with procedures relating to non-renewal found in sections 1.6 et seq. below, the Sponsor may choose not to renew the School's Agreement for any of the reasons set forth in s. 1002.33(8), F.S., and/or any other reason set forth as follows:

(a) Failure by the School to meet the requirements for student performance stated in this Agreement;

(b) Failure by the School to meet generally accepted standards of fiscal management which includes, but is not limited to: a negative fund balance in any governmental fund as reported in a budget or audit report; negative net assets as reported in a budget or audit report; failure to timely file reports required by the Sponsor; improper expenditure of grant funds; failure to maintain required insurance; failure to correct audit findings within sixty (60) days; spending in excess of approved appropriations; and material discrepancies (five percent (5%) or greater) between unaudited annual financial report and audited statements;

(c) Any action by the School that is detrimental to the welfare of its students and is not timely cured after notice;

(d) Failure to achieve seventy-five percent (75%) of the goals and outcomes of any School Improvement Plan developed for the School;

(e) Violation of law by the School;

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(f) Failure of the School to timely meet or satisfy the financial, academic, and safety/security standards established by this Agreement, and the School's application, attached as Appendix I, which shall be treated as indicators of the School's success or failure in adhering to its guiding principles and/or in fulfilling its stated purposes; or

(g) Any other good cause, as defined by law or this Agreement.

1.6 **Non-Renewal or Termination:** Termination during the term of the Agreement or non-renewal of the Agreement shall be permitted in accordance with the provisions of the law and as described below.

1.6.1 **Immediate Termination**: This Agreement may be terminated immediately by the Sponsor pursuant to s. 1002.33(8)(d), F.S., if it determines that good cause has been shown or if the health, safety or welfare of the students is threatened. In making the determination as to whether good cause exists for immediate termination, the Sponsor will consider whether the totality of the circumstances warrant a decision to forego the procedures for a ninety (90) day termination.

Upon receipt of notice of immediate termination, the School shall immediately provide the Sponsor all of the keys to the School's facilities along with all security system access codes and access codes for all computers in the School's facilities, and shall immediately make accessible all educational and administrative records of the School so the Sponsor may immediately take any appropriate actions. Moreover, within two (2) business days, the School shall turn over to the Sponsor all records and information regarding the accounts of all of the public funds held by the School and turn over to the Sponsor all of the School's public property and public funds.

Unless the School has already ceased operations, the Sponsor shall assume operation of the School upon immediate termination and shall continue operating the School at least throughout any timely appeal by the School to the State Board of Education (or, if none is filed, until the time for filing an appeal has expired). The Sponsor shall hold and conserve all property and assets, including cash and investments, in trust until the School has exhausted all appellate rights to the State Board of Education. The Sponsor shall only disburse School funds in order to pay the normal expenses of the School as they accrue in the ordinary course of business. Normal expenses shall include, but not be limited to, the payment of employee salaries and benefits. During the pendency of any appeal, the Sponsor shall forward to the chair of School's governing board copies of any correspondence or other written communications related to the extension or termination of any of the School's contracts or business relationships.

The School's instructional and operational employees will be required to continue working in the School until such time as the School exhausts it appellate remedies. Notwithstanding the general policy of requiring such employees to continue serving in their regular capacities during that time, the Sponsor reserves the right to take any appropriate personnel action as to such employees if any cause for personnel discipline should arise or be discovered during the Sponsor's

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assumed operation of the School (after the Sponsor provides any required due process to such employees if they are not terminable at-will).

Any unencumbered public funds from the School, and Sponsor property and improvements, furnishings, and equipment purchased with public funds, or financial or other records pertaining to the School, in the possession of any person, entity or holding company, other than the School, shall be held in trust upon the Sponsor's request, until any appeal status is resolved.

If the School prevails in an appeal held pursuant to s. 1002.33(8), F.S., the Sponsor shall immediately return to School all keys, security codes, all educational and administrative records of the School, and the School's facility. In that case, the School's employees will resume status as employees of the School and the School's governing board shall resume operation and oversight of the School. However, nothing herein shall be construed as an obligation on the part of the Sponsor to secure the extension of a lease term during the pendency of an appeal or to pay with Sponsor's fund any debts incurred by the School in order to avert a foreclosure or eviction. During the pendency of any appeal, the Sponsor will forward to the chair of the School's governing board all correspondence or any written communication related to any lease or mortgage held by the School. In addition, since the issue on appeal shall be limited to whether there existed grounds for the immediate termination of the Agreement, this Agreement may still be terminated upon ninety (90) days notice or non-renewed in accordance with s. 1002.33(8), F.S., during the pendency of an appeal.

If the School appeals and is unsuccessful in the appeal (or if the School fails to timely file an appeal), the Sponsor shall allow the School's governing body and its employees, agents and assigns to retrieve any of their respective personal belongings from the School's facility, but all property and improvements, furnishings, and equipment purchased with public funds shall automatically revert to full ownership by the Sponsor, subject to complete satisfaction of any lawful liens or encumbrances; and the School shall be dissolved pursuant to s. 1002.33(8), F.S.

1.6.2 **Ninety (90) Day Termination**: During the term of this Agreement, the Sponsor may terminate the Agreement for any of the grounds listed in law or this Agreement. This Agreement may be terminated by the Sponsor before the expiration of its term if the Sponsor determines, after due notice and opportunity to be heard, that good cause, as defined by the law and this Agreement, exists. School may appeal such termination in accordance with s. 1002.33(8), F.S., with Sponsor electing whether to conduct a direct hearing or refer the hearing to the Division of Administrative Hearings for entry of a recommended order for Sponsor's consideration.

1.6.3 **Grounds for Good Cause**: "Good cause" for termination or non-renewal shall include, but not be limited to, the following:

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(a) a failure by the School to implement a reading curriculum that is consistent with effective teaching strategies grounded in scientifically-based reading research;

(b) a failure by the School to achieve adequate student performance;

(c) the School's receipt, from the Florida Department of State, of a school grade of "F" in any single school year or a grade of "D" in any two successive school years;

(d) a failure by the School to satisfy the objectives listed for School in its Annual Measurable Objectives;

(e) the willful or reckless inclusion within the Application by the School or its representatives of information that constitutes a material fraud or a material misrepresentation;

(f) a failure by the School to implement a Corrective Action Plan when required to do so;

(g) a failure by the School to make contributions to the Florida Retirement System (FRS), if the School has elected to participate in the FRS;

(h) a failure by the School to pay payroll taxes to the Internal Revenue Service;

(i) the School's delinquency in payments for its debts;

(j) the School's filing for voluntary bankruptcy, adjudication of bankruptcy or of insolvency, or other state of financial impairment such that the School can no longer operate or is no longer economically viable;

(k) the failure of the School's annual audit to comply with the requirements specified in this Agreement or the School's failure to timely submit financial reports or other reports required by s. 1002.33, F.S., or by this Agreement;

(l) the School's failure to meet generally accepted accounting principles;

(m) the School's willful or reckless failure to manage public funds in accordance with the law;

(n) the School's failure to comply with the maximum class size requirements of Article IX, Florida Constitution, and applicable

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State statute and regulation, which the School expressly acknowledges hereby that it will comply with;

(o) the School's failure to maintain insurance coverage as described in this Agreement;

(p) the School's failure to provide the Sponsor with the required access to records;

(q) the School's violation of any court order;

(r) a criminal conviction upon matters involving the School against either the School's governing board, its members (collectively or individually), or by the management company contracted by the School;

(s) the School's failure to submit to the Sponsor a Financial Recovery Plan with the appropriate supporting documents that is determined by the Sponsor to be acceptable within thirty (30) days following a determination of financial emergency pursuant to s. 218.503, F.S.;

(t) the School's failure to implement any financial recovery plan approved by the Commissioner of Education pursuant to s. 218.503, F.S.;

(u) the School's failure to (1) cooperate with representatives of a financial emergency board seeking to inspect and review the School's records, information, reports and assets; (2) consult with representatives of a financial emergency board regarding any steps necessary to bring the School's books of account, accounting systems, financial procedures, and reports into compliance with state requirements; (3) permit the representatives of a financial emergency board to review the School's operations, management, efficiency, productivity, and financing of functions and operation; or (4) provide periodic progress reports as required by any financial recovery plan issued pursuant to s. 218.503, F.S.; or

(v) any other good cause shown, which shall include, without limitation, any material breach or violation of the terms, conditions, standards, requirements, or procedures of this Agreement, including but not limited to:

(1) the School's failure to timely submit all financial statements in the format specified by the Sponsor;

(2) the School's failure to fulfill all the requirements for highly qualified instructional personnel as defined by federal and state law;

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(3) the School's failure to comply with the conflict of interest provisions of this Agreement relating to the receipt by a governing board member of financial benefit from the School's operations, including, without limitation, the receipt of grant funds or any violation of s. 1002.33(24), F.S.;

(4) the School's failure to timely submit the annual report to the Sponsor;

(5) the School's failure to timely submit the School Improvement Plan to the Sponsor;

(6) the School's failure to participate in all state assessment programs;

(7) the School's failure to allow the Sponsor reasonable access to facilities and records to review data sources, including collection and recording procedures;

(8) the School's failure to comply with the education goals established by s. 1000.3(5), F.S.;

(9) the School's failure by a secondary school to comply with Sections 1003.43 and the student progression standards in 1008.25, F.S.;

(10) the School's failure to use records and grade procedures that adequately provide the information required by the Sponsor;

(11) the School's failure to provide Exceptional Student Education (ESE) students and English Language Learners (ELL) with programs and services in accordance with federal, state and local policies;

(12) the School's failure to obtain proof of consent to enroll each student from the student's parent/guardian or from the student if the student is eighteen years of age or older;

(13) the School's failure to timely submit the annual financial audit as required by s. 218.39, F.S.;

(14) the School's failure to comply with the Florida Building Code (including Chapter 423, F.S.) and the Florida Fire Prevention Code, including reference documents, applicable state laws and rules, and federal laws and rules;

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(15) the School's failure to comply with all applicable laws, ordinances and codes of federal, state and local governance including, without limitation, the Individuals with Disabilities Education Act (IDEA) and s. 504 of the Rehabilitation Act of 1973;

(16) the School's failure to obtain all necessary licenses, permits, zoning, use approval, facility certifications, and any other approval required by the local government or any other governmental authorities having jurisdiction at any time during the term of this Agreement;

(17) the School's failure to provide evidence of required insurance at any time during the term of this Agreement; or

(18) the violation by a member of the School's governing board of Sections 112.313(2), (3), (7) or (12), or 112.3143, F.S., or any other applicable portion of the Code of Ethics for Public Officers and Employees that is not promptly remedied upon notification of the violation to the School's governing board.

1.6.5 **Termination Findings**: If this Agreement is terminated by the Sponsor under any of the foregoing circumstances, the Sponsor shall provide written findings setting forth in reasonable detail the basis for the termination and the Sponsor shall assume the operation of the School. The School agrees to submit all School records without delay in the event the Agreement is terminated pursuant to this Article.

1.6.5 **Notice from School**: The School shall notify the Sponsor in writing at least ninety (90) days prior to the expiration of the Agreement as to the School's intent to renew or not renew.

1.6.6 **Debts Upon Non-Renewal**: If this Agreement is not renewed, expires or is terminated, the governing body of the School shall be responsible for all the debts of the School. The parties acknowledge that the Sponsor may not assume the debt arising from any contract for services made between the governing body of the School, the management company (if applicable), and/or third parties, except for a debt that is previously detailed and agreed upon (in writing and executed with the same formalities as this Agreement) by both the Sponsor, the governing body of the School and/or the management company (if applicable) and that may not reasonably be assumed to have been satisfied by the Sponsor.

1.6.7 **Student Enrollment Upon Non-Renewal**: Any student enrolled in the School at the time of the termination, expiration or non-renewal of this Agreement may

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apply to and be enrolled in a public school operated by Sponsor in accordance with the Sponsor's normal application and enrollment procedures.

1.6.8 **Leases upon Non-Renewal**: In the event of termination, expiration or non-renewal of this Agreement, any and all leases existing between the Sponsor and the School shall be automatically cancelled. However, it is agreed that the Sponsor shall have, for a period of thirty (30) days subsequent to a termination or non-renewal, the right of first refusal to secure the lease on, or to purchase or possess the facilities used as the School's site. The School agrees that any lease obtained by the School with any third person shall include a provision that will grant the Sponsor such a right of first refusal. However, in no event shall the Sponsor be responsible under any assignment of a lease for any debts or obligations of the School incurred prior to such assignment.

1.6.9 **Assets upon Non-Renewal**: Except as otherwise provided by law, all assets, supplies and equipment purchased with public funds by the School or which would otherwise be due and payable to the School shall instead be delivered to, *retained and owned by the Sponsor and all school property and improvements*, furnishings and equipment shall automatically revert or transfer, as the case may be, to full ownership by the Sponsor (subject to any lawful liens and encumbrances). If the School's accounting records fail to clearly establish, to the satisfaction and in the sole discretion of the Sponsor's Superintendent, whether a particular asset was purchased with public funds or non-public funds, then it shall be presumed that it was purchased with public funds and ownership of the asset shall automatically revert to the Sponsor. Property and assets purchased with public funds shall be defined as those goods purchased directly with grants and funds provided by a governmental entity. Property and assets purchased by an educational management organization in conjunction with operating the School shall not be deemed to have been purchased with public funds.

1.7 **Statutory Requirements:** The School will comply with s. 1002.33, F.S., as it may be amended, and any regulations adopted by the State Board of Education or other state agency, pertaining to charter schools, and all applicable federal, state and local laws pertaining to civil rights and student health, safety and welfare, including, but not limited to:

- Title VI of the Civil Rights Act of 1964 which prohibits discrimination on the basis of race, color, religion or national origin;
- Title VII of the Civil Rights Act of 1964, as amended, which prohibits discrimination in employment on the basis of race, color, religion, gender or national origin;
- Title IX of the Education Amendments of 1972 which prohibits discrimination on the basis of gender;
- The Age Discrimination in Employment Act of 1967 (ADEA), as amended, which prohibits discrimination on the basis of age with respect to individuals who are at least 40;
- Section 504 of the Rehabilitation Act of 1973 which prohibits discrimination against the disabled;

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- The Americans with Disabilities Act of 1990 (ADA) which prohibits discrimination against individuals with disabilities in employment, public service, public accommodations and telecommunications;
- The Family and Medical Leave Act of 1993 (FMLA) which required covered employers to provide up to twelve (12) weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons;
- The Florida Educational Equity Act which prohibits discrimination against a student or employee on the basis of race, gender, national origin, marital status, or handicap;
- The Florida Civil Rights Act of 1992 which secures freedom from discrimination on the basis of race, color, religion, gender, national origin, age, handicap or marital status for all individuals within the State; and
- P.L. 93-508 (Federal Law) and section 295.07, F.S., which provide categorical preferences for employment and re-employment rights to veterans.

1.7.1 **Public Records:** The School shall comply with the provisions of Chapter 119, F.S., in all of its financial, business and membership matters. All the School's records, except personally identifiable student records, shall be public records and subject to provisions of Chapter 119, F.S., including those relating to records retention.

1.7.2 **Public Meetings:** All meetings of the School's governing body shall be open to the public pursuant to s. 286.011, F.S. As to all meetings of the School for which minutes are required pursuant to Florida law, the School shall forward a copy of minutes to the Sponsor within thirty (30) days after the meeting.

1.8 **Dispute Resolution:** Subject to the applicable provisions of s. 1002.33, F.S., as amended from time to time, disagreements and disputes relating to or arising out of this Agreement which the parties are unable to resolve informally, shall be resolved according to the dispute resolution process below, except that Sponsor may initiate termination proceedings under the law and this Agreement without use of the dispute resolution process.

1.8.1 **Identify Problem:** The grieving party will write to the other party to identify the problem, state the perceived grievance, suggest a proposed resolution and the reasons on which it relies to justify and suggest support for its position.

1.8.2 **Response; Informal Meeting:** The other party will respond in writing within fifteen (15) calendar days, accepting the proposed resolution or offering alternative solution(s) to the problem. An informal meeting of representatives of the parties may be held to attempt to reach agreement on the solution and subsequent action if requested by representatives of either party.

1.8.3 **Mediation:** If parties are unable to reach agreement, they will jointly appoint Florida Board Certified Civil Mediator, who will meet with the parties separately or together to assist them in resolving the problem. If the parties cannot agree on

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a mediator, then a Florida Board Certified Civil Mediator will be selected through a neutral mediation service. If free mediation services are available through Florida State Resolution Center or other entity, the parties may mutually agree to use such services. The parties shall share cost of mediation equally.

1.8.4 **Resolution:** Upon resolution of the problem, a responsible person for both parties will develop a joint written explanation-indicating resolution. This document will be retained with this Agreement. If an amendment to this Agreement is necessary, both parties will submit the amendment for action.

1.8.5 **Legal Remedies:** If all efforts at agreement within a reasonable time are unsuccessful, the parties will have recourse to their available legal remedies or may mutually agree to arbitration of the dispute using the services of the American Arbitration Association.

ARTICLE 2.0 STUDENTS

2.1 **Community:** The community to be served by School is defined in Appendix I to this agreement and in specific provisions herein.

2.2 **Racial/Ethnic Balance:** Subject to the restrictions of applicable Florida law and federal and state constitutional principles, the School agrees that it shall develop and implement a written plan demonstrating strategies to achieve a racial and ethnic balance reflective of the community it serves. The School shall provide a copy of its written plan to Sponsor upon request. Sponsor may include materials regarding School in its school advertisements and publications, but School may not rely upon Sponsor's school-based personnel for recruitment or referrals.

2.3 **Non-Discrimination:** The School agrees that it will not discriminate against students with disabilities who are served in the Exceptional Student Education (ESE) programs and students were served in English for Speakers of Other Languages (ESOL) programs; and that shall not violate the anti-discrimination provisions of s. 1000.05, F.S., the Florida Educational Equity Act.

2.4 **Non-Sectarian:** The School's admissions policies shall be non-sectarian.

2.5 **Students with Disabilities and Gifted Students:** Students with disabilities who are enrolled in the School shall be provided programs implemented in accordance with federal and state laws and local policies and procedures. Current applicable laws are the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973; ss. 1000.05 and 1003.57, F.S.; Chapter 6A-6 of the Florida Administrative Code, the Sponsor's Special Programs and Procedures document; and sections of the Sponsor's policies and Code of Student Conduct dealing with students with disabilities.

2.5.1 **Non-Discrimination:** The School shall adopt and implement a nondiscriminatory policy regarding placement, assessment, identification and selection of students.

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2.5.2 **Free Appropriate Public Education (FAPE):** The School shall provide a FAPE to each exceptional student enrolled in the School.

2.5.3 **Individual Education Plans (IEPs) and Education Plans (EPs):** The School will utilize all of the Sponsor's forms and procedures related to pre-referral activities, referral, evaluation and re-evaluation for ESE eligibility, IEP development, EP development, and placement. The School and the Sponsor will schedule and conduct an IEP or EP meeting with the students' families at mutually agreeable times for each eligible exceptional student enrolled in the School.

2.5.4 **Local Education Agency (LEA):** the Sponsor will serve as the LEA at all eligibility staffings and IEP meetings for all students. The School will provide the Sponsor with the names of School representatives who will participate, pursuant to state and federal law, in IEP meetings as School-based personnel.

2.5.5 **Least Restrictive Environment:** Students with disabilities enrolled in the School will be educated in the least restrictive environment appropriate to their needs, and will be segregated only if the nature and severity of the disability is such the education in regular classes with the use of supplementary aides and services cannot be achieved satisfactorily.

2.5.6 **Cooperation:** School staff will work closely with the Sponsor's staff to discuss the needed services (including all related services and programs) of the School's students with disabilities. The Sponsor reserves the right to and will provide legal representation to the School in any legal or quasi-legal activity regarding the educational program or placement afforded ESE students attending or admitted to the School, such as mediation, due process hearings, appeal, other court action, or a formal complaint. The School will reimburse the Sponsor for reasonable, at-cost associated legal costs, including but not limited to, reasonable attorney's fees and expert witness fees. The Sponsor may waive such reimbursement if it deems such action to be appropriate.

2.5.7 **Procedural Safeguards:** Parents of students with disabilities shall be afforded notice of procedural safeguards in the native language, as provided by the Florida Department of Education.

2.5.8 **ESOL/ESE Students:** Students enrolled at the School who are limited proficiency in English will be served by ESOL-certified personnel and who will follow the Sponsor's District Plan for limited English Proficient Students. The School will meet the requirements of the Consent Decree entered in *Lulac, et al. v. State Board of Education* and subsequent amendments thereto.

2.5.9 **Federal and State Reports:** Unless otherwise exempted by F.S., the School will complete federal and state reports in accordance with the time lines and specifications of the Sponsor and the Florida Department of Education. Failure to comply with this provision shall be considered good cause for termination or non-renewal of this Agreement.

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2.5.10 **Due Process Proceedings**: The School will assist the Sponsor in any legal or quasi-legal activity regarding the educational program or placement afforded an ESE student attending or admitted to the School, such as a due process hearing request or formal complaint. The School shall be responsible for all expenses, costs, attorney's fees and compensatory services awarded in a due process hearing, civil suit or appellate proceeding pertaining to the education of an ESE student enrolled at the School. All expenses, costs and attorney's fees incurred by the Sponsor in the defense of a due process hearing request of formal complaint pertaining to the education of an exceptional student enrolled at the School shall be reimbursed by the School within thirty (30) days of the submission of a written invoice to School by the Sponsor.

2.6 **Enrollment Process:** The School shall be open to any student residing in the Pinellas County School District as well as to any student who would otherwise be eligible to attend one of Sponsor's traditional schools through Sponsor's special attendance permit process, which includes approval by the district of residence and approval by Sponsor. The School agrees to enroll eligible students by accepting timely applications, unless the number of applications exceeds the capacity of a grade level or other facility utilized. In such case, all applicants will have an equal chance of being admitted through a random selection process. The School may request and the Sponsor shall conduct such random selection processes using the same database, methods and procedures it uses to conduct random selection processes for non-charter schools. Should the School deny an application other than through the random selection process, the School shall immediately report to the Sponsor the name of the student, the reason for the denial, and furnish the Sponsor such supporting documentation as Sponsor may request.

2.6.1 **Preference for Siblings and Children of Employees and Board Members:** Preference may be given to siblings of students enrolled in the School, children of employees of the School, and children of board members of the School.

2.6.2 **Access to Students for Recruiting:** The School shall have the same access to students as the Sponsor's magnet and academy programs.

2.6.3 **Recruitment of Students:** The School shall not directly or indirectly give current or prospective students or their families anything of value in order to induce or reward enrollment in the School.

2.7 **Enrollment - Health Safety & Welfare:** Enrollment is subject to compliance with the provisions of s. 1003.22, F.S., concerning school entry health examinations and immunizations. The School will ensure that any administration of medication to students by School personnel shall be in compliance with s. 1006.062, F.S. The School will develop a written plan(s) to ensure the safety and security of students and staff, and will send a copy of such plan(s) to the Sponsor by July 15 of each year.

2.8 **Discipline:** The School agrees to adopt policies designed to maintain a safe learning environment at all times, and will develop plans to identify, minimize, and protect others from violent or disruptive student behavior. The School will comply with Florida State law and the Sponsor's Code of Student Conduct. School agrees it will not, without the

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written authorization of the Sponsor's Superintendent or designee, enroll students who have been (1) expelled from a Sponsor school or another public school during the period of such expulsion, or (2) reassigned, for disciplinary reasons, from one of Sponsor's schools to another, during the period of such reassignment; the parties agree that this practice would frustrate the disciplinary nature of Sponsor's action or the action of another public school district.

2.9 **Dismissal of Students**: The School agrees to dismiss students as described in Sponsor's Code of Student Conduct and Appendix I. The School's board of directors shall recommend expulsions to the Sponsor. Only the Sponsor has the ultimate authority in cases of student expulsion.

2.10 **Number of Students and Grades Served:** The School shall serve a maximum of 150 students in grades K-6. School shall have and maintain a minimum of 75 students. The School acknowledges and agrees that this minimum is necessary in order to generate sufficient FTE to ensure financial viability of the School, and that failure to maintain these minimum enrollments shall constitute good cause for termination of the Agreement.

2.11 **Records:** The School shall maintain all records on enrolled students and shall provide parents, or parents' designee, with copies of such records as requested. The Sponsor has a right, with reasonable notice, to review any documentation maintained by the School.

ARTICLE 3.0: ACADEMIC ACCOUNTABILITY

3.1 **Educational Program Goals:** The School agrees to implement the curriculum and educational and related programs as specified in Appendix I. Any change in such programs shall require the advance written approval of the Sponsor. Reading will be a primary focus of the School's curriculum, and the reading curriculum will be based on scientific reading research that is consistent with the most current standards at the time, whether they be the Common Core Standards or the Next Generation Sunshine State Standards. The School will provide adequate resources to identify and address the needs of students who are reading below grade level. Sponsor shall have access to all curriculum resources utilized by School, including read-only access to any on-line curriculum, in order to discharge its duties to monitor compliance with School's obligations.

3.1.1 **School Calendar**: The School will adopt a calendar to provide instruction for at least the number days required by law for public schools.

3.1.2 **Class Size:** The School is subject to the limitations on maximum class size set forth in Article IX, Florida Constitution, and s. 1003.03, F.S., and will implement all appropriate measures to comply with that law. The School expressly acknowledges hereby that it will comply with the class size requirements of the law.

3.2 **Outcome Measurement:** The Sponsor will provide student academic performance data to the School for each of its students coming from the Sponsor's school system. The Sponsor and the School will annually agree to the following by October 15: the current

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incoming baseline standard of student academic achievement, the outcomes to be achieved, and the method of measurement that will be used. The criteria shall include a detailed description for each of the following:

- How the baseline student academic achievement levels and prior rates of academic progress will be established;
- How these baseline rates will be compared to rates of academic progress achieved by these same students while attending the School; and
- To the extent possible, how these rates of progress will be evaluated and compared with rates of progress of other closely comparable student populations.

3.3 **Student Assessment:** Accountability criteria shall be based upon the School's assessment system and appropriate required statewide assessments.

3.3.1 **Assessment Programs:** Students in the School will participate in an assessment program that mirrors the countywide assessment of the Sponsor's public-school students enrolled in comparable grades/schools, including assessments required of the public schools by the Florida Department of Education. To facilitate participation, the Sponsor will provide consultation by its applicable district staff and those services/support activities that are routinely provided by the Sponsor's staff regarding implementation of district and state required assessment activities (e.g. staff training, dissemination and collection of materials, scoring, analysis, and summary reporting). The School shall be responsible for giving the test to its students and adhering to procedures published for each test. The School agrees that its students will be assessed within the time frame for the other public schools in the Sponsor's district, if appropriate.

3.3.2 **Sponsor Access to Data:** The School agrees to allow the Sponsor reasonable access to review data sources, including collection and reporting procedures, in order to assist the Sponsor in making a valid determination about the degree to which student performance requirements have been met.

3.3.3 The School shall not receive an "F" grade from the State's system of grading Schools, or receive two "D" grades in consecutive years. If the School does receive an "F" or two consecutive "D" grades, the Agreement may be terminated for good cause as provided herein.

3.4 **Records and Grading Procedures:** Due to the possibility that students enrolled in the School may transfer to other public schools within Sponsor's school system, the School shall utilize the records and grading procedures that can be transferred to the Sponsor's current records and grading procedures. The Sponsor shall provide a copy of these procedures by July 1 of the year that the School opens.

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3.4.1 **Maintain Records:** The School shall maintain both active and archival records for current/former students in accordance with F.S.

3.4.2 **Category A:** All permanent (Category A) records of students leaving the School whether by graduation transfer to the public school system or withdrawal to attend another school shall be promptly transferred and delivered by the School to Central Records at 400 Chestnut Street, Oldsmar, FL 34677.

3.4.3 **Category B:** Records of student progress (Category B) shall be promptly transferred and delivered by the School to the appropriate school if a student withdraws to attend another public school within the Sponsor's school system or to another school system. The School may retain copies of the departing student's academic records created attendance at the School during the student's attendance at the School.

3.4.4 **Report:** An annual report from the School shall be transmitted and delivered by the School to the Sponsor, listing all students enrolled during the school year and the disposition of each student's permanent records (i.e., stored on site, transmitted to the Sponsor or other disposition, if appropriate). This report for the immediately preceding school year shall be transmitted and delivered each year prior to July 1st.

3.5 **Progress Monitoring:** Florida law requires the Sponsor to monitor and review the progress of the School towards the goals established for the School.

3.5.1 **Annual Progress Reports:** The School shall make annual progress reports to the Sponsor that, upon verification, shall be forwarded to the Commissioner of Education, at the same time as other annual school accountability reports are submitted. The School's annual progress report shall be submitted to the Sponsor no later than September 15 each year for the immediately preceding school year. The report shall contain at least the following items:

- The School's progress toward achieving the goals outlined in its application;
- The information required in the annual public school accountability report pursuant to Florida Law;
- Financial records of the School shall be submitted in accordance with the requirements specified in Article 4.0 below;
- Salary and benefit levels of the School's employees; and
- Other elements required by law or desired by the School.

3.6 **Annual Program Cost Report for Charter Schools:** The School shall provide the Annual Program Cost Report for Charter Schools in the format as prescribed by the Florida Department of Education no later than August 15th of each year.

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3.7 **Annual Records Report.** The School will submit an annual report prior to July 1st of each year to the Sponsor's contact listed in paragraph 8.10 below listing all students enrolled during the school year, and the disposition of each student's permanent records (i.e., stored on site; transmitted to the Sponsor, or other disposition if appropriate).

3.8 **Accreditation:** The School, if a high school, must obtain within four (4) years of the date of this Agreement and maintain applicable certification/accreditation of its educational program in order to ensure transferability of courses completed by the students at the School.

ARTICLE 4.0 FINANCIAL ACCOUNTABILITY

4.1 **Revenue:** The Sponsor agrees to fund the School for the students enrolled as if they are in a basic program or a special program in a school in the Sponsor's District. The basis for the funding shall be the sum of the Sponsor's operating funds from the Florida Education Finance Program (FEFP) as provided in s. 1011.62, F.S., and the General Appropriations Act, including gross State and local funds, discretionary lottery funds, and funds from the Sponsor's current District operating discretionary millage levy, divided by the total funded weighted full-time equivalent students (WFTE) in the sponsor's District, multiplied by the WFTE of the School.

4.1.1 **Distribution of Funds:** The Sponsor shall make every reasonable effort to ensure that the School receives timely and efficient distribution of funds. The Sponsor's payment to the School shall be issued not later than ten (10) working days after the Sponsor receives a distribution of State or Federal funds. If a warrant for payment is not issued within thirty (30) working days after receipt of funding by the Sponsor, the Sponsor shall pay to the school, in addition to the amount of the scheduled disbursement, interest at a rate of one (1%) percent per month, calculated on a daily basis, on the unpaid balance from the expiration of the thirty-day (30-day) period until such time as the warrant is issued.

4.1.1.1 **First Distribution:** The first distribution of funds to the School each fiscal year shall be contingent on the following:

(a) final facility inspection and approval, pursuant to paragraph 1.3.3 above; and

(b) the Sponsor's verification of the School's electronic enrollment of its students into Sponsor's student information system.

4.1.1.2 **Subsequent Distributions:** The results of full-time equivalent student membership surveys will be used in adjusting the amount of funds distributed monthly to the School.

4.1.2 **Administrative Fee:** The Sponsor shall retain five percent (5%) allowed by Florida law from the public revenues to be paid to the School by the Sponsor for Sponsor's administrative costs, including processing the application and the

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academic and financial monitoring required of the Sponsor by law, contract management services, FTE and data reporting, exceptional student education administration, test administration, processing of teacher certificate data, and information services. Additional services shall be billed and paid in accordance with paragraph 5.8 below.

4.2 **Cost Accounting:** The School agrees that it will submit to the Sponsor, in a timely manner, the information specified in s. 1010.20, F.S., Cost Accounting and Reporting.

4.3 **Categorical Funding:** If the School's students or programs meet the eligibility criteria in law, the School shall be entitled to its proportionate share of categorical program funds included in the total funds available in the FEFP by the Legislature, including transportation. The School shall provide the Sponsor with documentation that categorical funds received by the School were expended for purposes for which the categoricals were established by the Florida Legislature. The School shall reimburse the sponsor for any impermissible expenditure.

4.4 **Funding, Calculation Revisions:** Total funding for the School shall be recalculated during the year to reflect the revised calculations under the FEFP by the State and the actual WFTE students reported by the School during the full time equivalent survey periods designated by the Commissioner of Education. Additionally, funding for the School shall be adjusted during the year as follows:

4.4.1 **Holdback/Proration:** In the event of a State holdback or proration which reduces the Sponsor's District funding, the School's funding will be reduced proportionately.

4.4.2 **Exceeding State Cap:** In the event the Sponsor's District exceeds the State Cap for WFTE in any expenditure category in any programs established by the Legislature, resulting in unfunded WFTE for the District, then the School's funding shall be reduced to reflect its proportionate share of any unfunded WFTE.

4.5 **Federal Funding:** In any programs or services provided by the Sponsor which are funded by Federal funds and for which Federal funds follow the eligible student, the Sponsor agrees, upon adequate documentation from the School, to provide the School with the Federal funds received by the Sponsor's District if the same level of service is provided by the School, provided that no Federal law or regulation prohibits this transfer of funds.

4.6 **Funding Adjustment for Noncompliance:** If the Sponsor receives notice of an FTE funding adjustment, or any other State or Federal adjustments, which is attributable to noncompliance by the School, the sponsor shall deduct such assessed amount from the next available payment otherwise due to the School. If the assessment is charged near the end of or after the term of the Agreement, where no further payments are due to the School, the Sponsor shall provide prompt notice of the School and the School will reimburse the full amount to the Sponsor within thirty (30) days.

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4.7 **Annual Audit:** The School agrees to obtain an annual financial audit in compliance with Federal, State and School District regulations showing all revenues received, from all sources, and all expenditures. The audit shall be conducted by the Auditor General or by an independent auditor selected and paid for by the School. The School shall provide the Sponsor with a copy of such an audit within four (4) months of the School's fiscal year end, as well as any responses to the auditor's findings. The Sponsor reserves the right to perform additional audits or reviews as part of the Sponsor's financial monitoring responsibilities as it deems necessary, at the Sponsor's expense. The Sponsor will notify the School of this procedure in a timely manner. If an audit indicates a deficient fund balance two consecutive years, it will be cause for termination at the end of the second deficient year because of the School's lack of financial viability and stability.

4.7.1 **Compliance Supplement:** In addition to the annual audit, the School's independent auditor shall perform additional procedures in accordance with the Charter School Compliance Supplement. The Charter School Compliance Supplement shall test for the same annual period as the Annual Audit. The additional audit procedures shall be paid for by the School.

4.8 **Fiscal Monitoring:** Section 1002.33(5)(b), F.S., requires the Sponsor to monitor the revenues and expenditures of the School.

4.8.1 **Monthly Financial Report:** The School will provide a monthly financial report to the Sponsor, to be delivered to the Sponsor no later than the twentieth (20^{th}) working day of the following month and shall be included in the School's annual progress reports. The School shall utilize the standard State codification of accounts as contained in the Financial and Program Cost Accounting and Reporting for Florida Schools, as the means of codifying all transaction pertaining to its operations.

4.8.2 **Annual Financial Report:** Section 1002.33(9)(i), F.S., requires the School to provide annual financial report and program cost report information in the State-required formats for inclusion in the sponsor reporting in compliance with s. 1011.60(1), F.S. The School shall provide the Sponsor with an unaudited annual financial report by August 15. The unaudited financial report must be prepared in accordance with Governmental Accounting Standards Board Statement No. 34, Basic Financial Statements – and Management's Discussion and Analysis – for State and Local Government. The School agrees to complete Florida Department of Education Form ESE 145, or successor, using its unaudited financial statements for the year ending June 30^{th} of each year of the term. Form ESE 145, or its successor, should be provided no later than August 15^{th} of each year.

4.8.3 **Fixed Asset Reporting:** The School shall inventory, register, and tag all tangible personal property purchased with public funds and implement a fixed asset management system recording such inventory as registered and tagged. The School shall develop guidelines for the inclusion and exclusion of items from fixed asset inventory system and identify to the sponsor the person responsible for maintaining the fixed asset inventory system. The School shall update its fixed asset inventory system and provide a written fixed asset inventory (accurate and

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balanced) to the Sponsor with each annual financial report. The School shall comply with the requirements of F.S. and Rules of the Auditor General. The School shall not sell, dispose, or trade any property received from the Sponsor without written permission of the Sponsor.

4.8.4 **Financial Emergency:** If the School is deemed to be operating in a state of financial emergency, the Sponsor may take any and all necessary steps to determine if the School will be allowed to continue to operate in such manner. A state of financial emergency is when any one of the following conditions occurs:

(a) Failure to pay short-term loans from banks within the same fiscal year in which due or failure to make debt service payments when due.

(b) Failure to transfer at the appropriate time, due to lack of funds:

(1) Taxes withheld on the income of employees; or

(2) Employer and employee contributions for:

(a) Federal Social Security; or

(b) Any pension, retirement, or benefit plan of an employee.

(c) Failure for one pay period to pay, due to lack of funds:

(1) Wages and salaries owed to employees;

(2) Retirement benefits owed to former employees.

(d) Operating with a negative fund balance.

The School shall immediately notify the Sponsor in writing when one or more of the conditions of financial emergency have occurred or will occur. Failure to provide required financial reports by their appointed time may result in the Sponsor withholding FEFP funds and/or termination/nonrenewal of the Agreement.

Financial audits that reveal a state of financial emergency as defined in s. 218.503, F.S., and are conducted by a certified public accountant or auditor in accordance with s. 218.39, F.S., shall be provided to the governing body of the School within 7 working days after finding that a state of financial emergency exists. The School shall comply with the requirements of s. 218.501, F.S., regarding fiscal responsibility. The internal auditor shall report such findings in the form of an exit interview to the principal/director of the School and the chair of the governing board within seven (7) working days after finding the state of financial emergency or deficit position. Pursuant to s. 1002.33(7)(a)(10) F.S., the final report shall be provided to the entire governing board of the School, the Sponsor and the Department of Education within fourteen (14) working days after

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the exit interview. The Commissioner of Education may require and approve a financial recovery plan and/or corrective action plan pursuant to s. 218.503, F.S. Each financial recovery plan and/or corrective action plan will be prepared in accordance with guidelines established by the Department of Education and shall prescribe actions that will resolve or prevent the condition(s) that constitute a financial emergency. The governing board of the School shall be responsible for performing the duties in s. 1002.345, F.S., including monitoring a financial recovery plan and/or corrective action plan.

4.8.5 **Reports:** The parties agree that the Sponsor, with notice, may request at any time, and the School shall promptly provide, reports on the School's operations and student performance. Such report shall be in addition to those required elsewhere in this Agreement. Failure to provide required financial reports by their appointed time may result in the Sponsor withholding FEFP funds, without incurring interest as provided for in paragraph 4.1.1 of this Agreement, until such time as the reports are received.

4.9 **Title I Compliance:** The School shall timely and fully comply with an adhere to its Title I Plan and Title I Budget as submitted to and approved by Sponsor. The School shall also adhere to all applicable requirements under the NCLB, implementing regulations, as amended from time to time.

4.10 **Reversion Upon Termination:** In the event the School ceases operation or is dissolved or this Agreement is not renewed or is otherwise terminated, any public unencumbered funds of the School shall revert to the Sponsor. In that event, all of the School's property and improvements, furnishings and equipment purchased with public funds shall be peacefully delivered to the Sponsor and automatically revert to full ownership by the Sponsor. If the School's accounting records fail to clearly establish whether a particular asset was purchased with public funds or non-public funds, ownership of the asset will revert to the Sponsor. Any assets existing at the time of termination or non-renewal of this Agreement which have been funded by both public funds and funds from other sources shall be equitably divided between the parties. Any disputes concerning such equitable division of assets shall be addressed through the dispute resolution provisions available through s. 1002.33, F.S. The financial and auditing personnel and staff of the Sponsor and of the School shall cooperate in and coordinate the proper identification and sources of funding for the property and improvements, furnishings and equipment purchased for the School and the appropriate record keeping of same, during the term hereof or any extensions of this Agreement. It is expressly understood by the parties hereto that the real property, facilities, improvements and fixtures are the sole property of the School.

4.11 **Access to Inventory**: The School agrees to allow the Sponsor reasonable access and the opportunity to review the inventory of public assets and records of such inventory. The inventory records should include; at minimum, the date of purchase, description of purchase, serial number of asset, cost of asset, funding source and current location of item.

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4.12 **Receipt of Capital Outlay Funds**: After Sponsor certification of a Capital Outlay plan submitted by the School, Sponsor shall deliver public capital outlay funds (hereafter "CO Funds") allocated and prorated to the School by the Commissioner of Education within ten (10) days of the delivery of such funds to Sponsor by the Commissioner of Education.

4.13 **Reversion of Property Purchased with Capital Outlay Funds**: The property and/or improvements purchased by the School using the CO Funds and any unencumbered CO Funds shall be subject to reversion to Sponsor pursuant to Sections 1002.33(8)(e) and 1013.62(3), F.S., and shall automatically revert to full ownership by Sponsor, subject to complete satisfaction of any other lawful liens and encumbrances, upon: (a) the termination or non-renewal of the Agreement existing between the parties, or (b) the material breach of this Agreement by the School. Any property and improvements, furnishings and equipment purchased without CO Funds or public funds for the School which have not been reimbursed by CO Funds or public funds shall be property of the School should the Agreement terminate or not be renewed. However, ownership of an asset revert shall to Sponsor in the event of termination or non-renewal of the Agreement if the School's accounting records fail to clearly establish whether a particular asset was purchased with CO Funds or public funds or from another funding source.

4.14 **Third Party Claims:** Except as otherwise provided herein and except for any interest conferred upon Sponsor by applicable law or this Agreement and except for other lawful liens or encumbrances, the School shall not rent, hire, or lend any of the property and/or improvements purchased with CO Funds. Sponsor acknowledges that the facilities leased with CO Funds may be leased by the School for community and educational services for use when School is not in session. If the School leases such facilities to third persons as provided herein, any funds paid pursuant to such lease shall be the property of the School. The parties agree that a failure to satisfy the obligations imposed by this s. shall constitute a material breach of the Agreement.

4.15 **Sale or Disposal of Property**: The property and/or improvements purchased by the School using CO Funds shall not be sold, transferred or encumbered, other than as provided herein, or disposed of by the School without obtaining the prior written consent of Sponsor.

4.16 **Invoices and Obsolete Property**: The School shall provide Sponsor's Accounting Department copies of invoices for the property and/or improvements purchased with CO Funds. The School shall provide Sponsor's Accounting Department lists of any property and/or improvements purchased with CO Funds that the School may subsequently propose to dispose of as surplus property.

4.17 **Inaccurate Data:** If the School submits data relevant to FTE funding that is later determined through the audit procedure to be inaccurate, the School shall be responsible for any reimbursement to the State arising as a result of any errors or omissions for which the School is responsible.

4.18. **Fiscal Year:** The fiscal year of the School shall be the same as the fiscal year of the Sponsor.

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ARTICLE 5.0 ADMINISTRATIVE MANAGEMENT

5.1 **Proof of Start-up Funding:** N/A.

5.2 **Tuition or Fees:** The School further agrees that it will not charge tuition or fees, except those fees normally charged by the other public schools, or levy taxes or issue bonds secured by tax revenues.

5.3 **Reporting of Students:** The School will accurately report its student enrollment to the Sponsor as required in s. 1011.62, F.S., and in accordance with the definitions in s. 1011.61, F.S., at the agreed upon intervals and using the method used by the Sponsor when recording and reporting cost data by program. The Sponsor agrees to include the School's enrollment in the Sponsor's district report of student enrollment. In order to receive full funding, the School shall provide all required information within the same schedule required for all other of Sponsor's schools.

5.3.1 **Automated Data System:** The Sponsor will utilize its existing automated reporting system to collect data required for various reports required by the Department of Education. The Sponsor agrees to provide necessary training and the School agrees to release appropriate staff for such training at mutually convenient times. Upon request of the Sponsor, the School agrees to enter the necessary data required for such reports into the Sponsor's automated student data system, via electronic remote access with IBM-compatible hardware. The data elements shall include but not be limited to, the following:

a. Demographic information;
b. ESE data;
c. Grade level assignment;
d. Required health information;
e. Required discipline codes/incident data;
f. Daily attendance;
g. Transportation;
h. Student schedules;
i. Teacher demographics;
j. Master schedule;
k. ESOL/migrant codes;
l. Grades/grading period/grading scale;
m. ERW (entry, re-entry, withdrawal information);
n. Test scores;
o. Academic history and transcripts; and
p. Student lunch information as required.

5.4 **School Food Service:** Food service to the School is the responsibility of the School and must be provided according to applicable district, state and federal rules and regulations. The School shall provide healthy snacks as described in the approved Agreement application. The School is solely responsible for funding any deficits it incurs in such services and programs and the Sponsor shall have no liability for same.

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The School shall distribute Free and Reduced Price Meal application forms to students and shall certify student eligibility for such programs using required Federal rules and procedures. These records may be used to certify eligibility for participation in other State/Federally-funded programs (i.e., Title I). All records must be accurately completed and maintained for review by State/Federal auditors for three (3) years plus current year.

5.4.1 **Meal Service Options and Definitions:** The School shall provide food service to its students by one of the following means:

a. Enter into an agreement with the Florida Department of Education, Food and Nutrition Management Division, to administer the National School Lunch and National Breakfast Program at the School; and determine if the meals are to be hot or cold, bulk serving or individually packed. Under this option, the School shall complete and submit reimbursement claims to the Department of Education.

b. Enter into an agreement with a third party vendor to have food service provided either to the site of the School or pick-up, and determine if the meals are to be hot or cold, bulk serving or individually packed. Under this option, the School shall complete and submit reimbursement claims to the Department of Education; or

c. Request meal service be provided by the Sponsor as an additional site under the Sponsor's existing agreement with the Department of Education. Under this arrangement, the Sponsor would provide the menu pattern (breakfast, lunch or both; hot or cold); the Sponsor would define the delivery system; the Sponsor would establish the per meal charges to the School; the Sponsor would provide the School Free and Reduced Price Meal applications which would be distributed by the School to students for completion after the School's representatives attend a required training program; the School would provide to Sponsor and keep current a master list of students and their eligibility status for free, reduced or fully paid meals; the Sponsor would approve a point of sale meal accountability procedure to be used by the School; the sponsor would provide meal service for pick-up by the School or pre-packaged meal delivery to the School. The Sponsor would complete and submit reimbursement claims to the Department of Education; and the School would pay the Sponsor for the non-reimbursed portion of meals served on a monthly basis, upon receipt of a billing from Sponsor's Finance Department, by the tenth (10^{th}) of each month.

5.5 **Facilities Lease or Ownership:** The School will be located at 2461 McMullen Booth road, Clearwater, Florida 33759. The lease or proof of ownership of the facilities that will house the School's program will be provided to the Sponsor. In the event School constructs its facility or improves an existing structure to use as its facility, it shall comply with all requirements applicable to Sponsor contained in law and the State Requirements for Educational Facilities (2007). The School will operate its facility in a safe manner and will ensure that its facility is properly maintained during the term of this

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Agreement. School shall ensure that it shall, at all times during the term of this Agreement, comply with all charter facility guidelines published by the Florida Department of Education's Office of Educational Facilities

Any proposed change in location must be requested in writing to the Sponsor's notice contact. If the proposed new location is less than two (2) miles (determined via Google Maps website) from the current location, the Sponsor's decision will be made by the Superintendent in his/her sole discretion and, if approved, a letter signed by the School and the Superintendent will memorialize the change. If the proposed new location is two (2) or more miles from the current location, then such change must be approved as an amendment to this Charter by the Sponsor at a regularly scheduled School Board meeting. Factors the Sponsor and Superintendent will consider in all requests for relocations include, but are not limited to, updated documentation of a certificate of occupancy, fire inspection, health inspection, and local planning department approval at the new location.

5.5.1 **Facilities Upon Termination**: In the event the School is dissolved or this Agreement is terminated, all of the Sponsor's property and improvements, furnishings and equipment purchased with public funds shall be peacefully and promptly delivered to the Sponsor and shall automatically revert to full ownership by the Sponsor following the School's exhaustion of its appellate remedies, if timely invoked. Any property and improvements, furnishings and equipment purchased without public funds for the School which have not been reimbursed by public funds shall be the property of the School should this Agreement terminate or not be renewed. However, ownership of an asset will revert to Sponsor in the event of termination or non-renewal of the Agreement if the School's accounting records fail to clearly establish whether a particular asset was purchased with public funds or from another funding source. Any assets existing at the time of termination or non-renewal of this Agreement which have been funded by both public funds and non-public funds shall be equitably divided between the parties. Any disputes concerning such equitable division of assets shall be addressed through the dispute resolution provisions available through s. 1002.33, F.S., or this Agreement. The financial and auditing personnel and staff of the Sponsor and the School shall cooperate in and coordinate the proper identification and sources of funding for the property and improvements, furnishings, and equipment purchased for the School and the appropriate record keeping of same, during the term hereof or any extensions of this Agreement.

5.5.2 **Additions, Changes & Renovations:** The School must provide notice to the Sponsor any proposed material additions, changes and renovations to be made to the educational facilities described in the original proposal. Such additional changes or renovated facilities may not be utilized for student activities until the Sponsor is provided copies of certificates of occupancy issued for such facilities and (if applicable) written approval obtained from the local authority as to traffic control and pedestrian travel associated with said facilities. A "material addition, change or renovation" is defined as any improvement to real property that alters the square footage of the educational facility.

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5.5.3 **Facility Inspections:** The School will be responsible for providing or hiring companies to perform inspections as required and forwarding results to the Sponsor. All facilities, including leased facilities, must be inspected annually by the local Fire Authority having jurisdiction. The Sponsor shall conduct annual site visits for the purpose of reviewing and documenting, as appropriate, compliance with applicable health and safety requirements. Other inspection agencies may include: Children and Family Services to do inspections of the kitchens and related spaces, and the Department of Labor and Employment to inspect for OSHA compliance. The School must show proof of the annual inspections prior to the first day of operations.

5.6 **Human Resources:** The parties agree to the provisions relating to Human Resources at the School as set forth below.

5.6.1 **Employees:** The parties to this Agreement agree that the School shall select its own employees and that it will be a private employer.

- The School agrees that its employment practices shall be nonsectarian.
- The School shall not violate the anti-discrimination provisions of s. 1000.05, F.S., The Florida Educational Equity Act.
- In an effort to exhibit fiscal responsibility with public funds, School agrees to comply with the provisions of s. 215.425(4), F.S., with respect to the employment contracts of its employees and to require the same provisions be followed by any educational support provider or management company that hires its own employees to perform work at or on behalf of the School.
- The School agrees to implement the practices and procedures for hiring and dismissal; policies governing salaries, contracts, and benefit packages; and targeted staff size, staffing plan, and projected student-teacher ratio as described in Appendix I. Modifications to these elements shall be in accordance with paragraph 1.4 of this Agreement.

5.6.2 **Teacher Certification:** The teachers employed by or under contract to the School shall be certified or highly qualified, as required by Florida law. The School may employ or contract with skilled, selected non-certified personnel to provide instructional services or to assist instructional staff members as teacher's aides in the manner set forth in s. 1012.55, F.S., or as otherwise allowed by law. The School may not employ an individual to provide instructional services or to serve as a teacher's aide if the individual's certification or licensure as an educator is suspended or revoked by this or any other state.

5.6.3 **Qualifications Disclosure:** The School agrees to annually disclose to the parents of its students and to the Sponsor the qualifications of its teachers.

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5.6.4 **Teacher Contracts:** The School shall comply with the provisions of s. 1012.335, F.S., relating to probationary and annual contracts for teachers employed by or under contract to the School.

5.6.5 **Fingerprinting:** The School shall require all employees and members of its Board of Directors, as well as all of its "contractual personnel" as defined by the Florida Jessica Lunsford Act (s. 1012.465, et seq., F.S.), to comply with the fingerprinting requirements of s. 1012.32, F.S., including a level 2 screening. All persons failing to pass the level 2 screening will not be employed, hired, or allowed on school grounds, and, if presently employed or hired, will be immediately removed from school grounds.

5.6.6 **Drug-Free:** If the School employs persons to operate commercial motor vehicles, it will comply with the requirements of the Omnibus Transportation Employee Testing Act of 1991 (Pub. L. 102-143, Title V), regulations at 49 CFR Parts 40 and 382 and s. 1012.45, F.S. The School may establish and maintain an alcohol and drug-free workplace at its own expense.

5.6.7 **Teacher and Principal Evaluations:** The teachers and principal(s) employed by or under contract to the School shall be annually evaluated in accordance with s. 1012.34, F.S., including the use of the requisite percentage of student learning growth in the evaluations and the required categories of effectiveness.

5.7 **Transportation**: The parties agree that transportation shall not be a barrier to equal access for any student residing with a reasonable distance of the school. Transportation is the responsibility of the School. If the School transports students or provides for the transportation of students, it shall do so in a manner consistent with the requirements of applicable state and federal law, and shall maintain records sufficient for pre and post auditing purposes. Transportation may be arranged under the terms of 5.7.1 or 5.7.2 below, a combination thereof or as otherwise allowed by law. The School acknowledges that the McKinney-Vento Homeless Assistance Act (42 U.S.C. s. 11431, et. seq.) requires that each child of a homeless individual and each homeless youth be afforded equal access to the same free, appropriate public education as provided to other children and youths. At the request of the parent or guardian, the School will provide transportation for a homeless student. The School will provide the Sponsor the name of the Sponsor-approved private transportation firm and the School's final transportation plan. Any brochure, flyers or other multi-media and telecommunications information furnished/published by the School shall communicate that the School will provide transportation and the manner in which it will be made available to the School's students. The School agrees to monitor the status of the commercial drivers licenses of each School bus driver employed or hired by the School (hereafter "School Bus Drivers") unless it contracts with Sponsor to provide such services. The School will provide the Sponsor, via the contact noted in paragraph 8.10 below, an updated list each quarter of all School Bus Drivers providing commercial driver's license numbers, current license status and license expiration dates. Unless it contracts with the Sponsor for the provision of School bus transportation, the School is required to ensure that each School bus transporting the School's students meets applicable federal motor vehicle safety standards and other specifications.

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5.7.1 **Transportation reimbursement:** The School may provide transportation for students, in which case, it shall be entitled to any and all state and federal reimbursement for travel costs for such transportation.

5.7.2 **Transportation assistance:** The Sponsor may assist in providing transportation to the School under the terms of a mutually acceptable agreement between the parties that may be negotiated prior to the opening of school for the initial school term and thereafter negotiated prior to May 15th of each year. This shall not be interpreted as prohibiting a multi-year contract.

5.8 **Additional Sponsor Services:** Unless otherwise agreed, the Sponsor will charge the School for the Sponsor's staff time and other services provided to the School that is not provided pursuant to s. 1002.33(20), F.S., at the following rates:

- For staff time: the Sponsor's actual cost as calculated by multiplying the hourly rate, including benefits, of the Sponsor's personnel performing the service by the number of hours spent for services to the School;
- For warehouse, printing, learning resource center services: the Sponsor's actual cost;
- For copies of documents: the Sponsor's actual cost.

The Sponsor will invoice the School monthly for these services, if any. The School shall issue payment no later than thirty (30) working days after receipt of an invoice. If the Sponsor does not receive payment within forty-five (45) working days after receipt of the invoice by the School, such non-payment shall constitute good cause for termination of this Agreement.

ARTICLE 6.0 INDEMNIFICATION AND INSURANCE

6.1 **Indemnification of Sponsor and Liability:** The School agrees to indemnify, defend, and hold the Sponsor, its members, officers, employees and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from:

- the negligence, intentional wrongful act, misconduct or culpability of the School's employees or other agents in connection with and arising out of their services within the scope of this Agreement;
- the School's material breach of this Agreement or law;
- any failure by the School to pay its employees, contractors, suppliers or any subcontractors;
- the failure of the School's officers, directors or employees to comply with any laws, statutes, ordinances or regulations of any governmental authority or subdivision that

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apply to the operation of the School or the providing of educational services set forth in this Agreement. However, the School shall not be obligated to indemnify the Sponsor against claims, damages, expenses or liabilities to the extent these may result from the negligence of the Sponsor, its members, officers, employees, subcontractors or others acting on its behalf.

6.1.1 The duty to indemnify for professional liability as insured by the School Leaders Errors and Omissions policy described in this Agreement shall continue in full force and effect notwithstanding the expiration or early termination of this Agreement with respect to any claims based on facts or conditions which occurred prior to termination.

6.1.2 In no way shall the School's Errors and Omissions limitation on post-termination claims of professional liability impair the Sponsor's claims to indemnification with respect to a claim for which the School is insured or for which the School should have been insured under Commercial General Liability Insurance, Automobile Liability Insurance or Employer's Liability Insurance.

6.1.3 The School shall also indemnify, defend and protect and hold harmless against all claims and actions brought against the Sponsor by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, software, machine or appliance used by the School.

6.1.4 The parties agree to be fully responsible for their own acts of negligence and their employees' and agents' acts of negligence committed in the scope of employment or agency, and agree to be liable for any damages proximately caused thereby. The parties agree that their liability is subject to the monetary limitations and defenses imposed by s. 768.28, F.S. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity or of the monetary limitation and defenses imposed by s. 768.28, F.S., by the parties.

6.2 ***Limitation of Liability:*** *The School acknowledges the following principles codified in* s. 1002.33(5), F.S.:

- Sponsor shall not be liable for civil damages under state law for personal injury, property damage, or death resulting from an act or omission of an officer, employee, agent, or governing body of the School;

- Sponsor shall not be liable for civil damages under state law for any employment actions taken by an officer, employee, agent, or governing body of the School; and

- Sponsor's duties to monitor the School shall not constitute the basis for a private cause of action.

6.3 **Sovereign Immunity/Limitations of Liability:** Notwithstanding anything herein to the contrary, neither party waives any of its sovereign immunity nor consents to be sued by any third party. Only the Sponsor and School shall be subject to liability under this

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agreement. No member of either Sponsor's school board or the School's Board of Directors shall have any personal liability pursuant to or under this Agreement, except as permitted or required under Chapter 617, F.S.

6.4 **Notice of Claims:** The School and the Sponsor shall notify each other of the existence of any third party claim, demand or other action giving rise to a claim for indemnification under this provision (a "Third Party Claim") and shall give each other a reasonable opportunity to defend the same as its own expense and with its own counsel, provided that if the School or Sponsor shall fail to undertake or to so defend, the other party shall have the right, but not the obligation, to defend and to compromise or settle (exercising reasonable business judgment) the Third Party Claim for the account and at the risk and expense of the School or Sponsor, which they agree to assume. The School and Sponsor shall make available to each other, at their expense, such information and assistance as each shall request in connection with the defense of a Third Party Claim.

6.5 **Evidence of Insurance:** The School shall, at the School's sole expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth in this Article 6. The School shall provide evidence of such insurance in the following manner:

6.5.1 **Time to Submit:** The School shall furnish the Sponsor with fully completed certificates(s) of insurance, signed by an authorized representative of the insurer(s) providing the coverage, before the initial opening day of classes. The insurance shall be maintained in force, without interruption, until this Agreement is terminated.

6.5.2 **Notice of Cancellation:** Each certificate of insurance shall provide and require that the Sponsor be given no less than sixty (60) days written notice prior to cancellation, except when notice of cancellation of one policy is accompanied by notice of a replacement policy, without interruption of coverage.

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

6.6 **Acceptable Insurers:** Insurers providing the insurance required of the School by this Agreement must meet the following minimum requirements:

6.6.1 **Insurer's Ratings:** Be authorized by certificates of authority from the Department of Insurance of the State of Florida, or an eligible surplus lines insurer under F.S. In addition, the insurer must have a Best's Rating of "A" or better and a Financial Size Category of "VI" or better according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company.

6.6.2 **Replacement Insurance:** If, during the period when an insurer is providing insurance required by this Agreement, an insurer shall fail to comply with the

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foregoing minimum requirements, the School shall, as soon as it has knowledge of any such failure, immediately notify the Sponsor and immediately replace the insurance with new insurance from an insurer meeting the requirements.

6.7 **Commercial General Liability Insurance:** The School shall, at its sole expense, maintain and keep in force Commercial General Liability insurance which shall conform to the following requirements:

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

6.7.2 **Minimum Limits:** The minimum limits to be maintained by the School (inclusive of any amounts provided by an umbrella or excess policy) shall be one million ($1,000,000) dollars per occurrence/two million ($2,000,000) dollars annual aggregate.

6.7.3 **Deductible/Retention:** Except with respect to coverage for Property Damage Liability, the Commercial General Liability coverage shall apply without application of any deductible or self-insured retention. The coverage for Property Damage Liability may be subject to a maximum deductible or self-insured retention. The coverage for Property Damage Liability may be subject to a maximum deductible of One Thousand ($1,000) Dollars per occurrence.

6.7.4 **Occurrence/Claims:** Subject to reasonable commercial availability, coverage shall be on an occurrence basis. If on a claims-made basis, the School shall maintain, without interruption, the Liability insurance until four (4) years after expiration or termination of this Agreement.

6.7.5 **Additional Insureds:** The School shall include the Sponsor and its members, officers, and employees and agents as "Additional insured" on the required Liability Insurance. The coverage afforded such Additional Insured shall be no more restrictive than that which would be afforded by adding the Sponsor as Additional Insured using the latest Additional Insured – Owners, Lessees or Contractors (Form B) Endorsement (ISO Form CG20 10). The certificate of insurance shall be clearly marked to reflect "The Sponsor, its members, officers, employees and agents as additional insured."

6.8 **Automobile Liability Insurance:** The School shall, at its sole expense, procure, maintain and keep in force Automobile Liability Insurance that shall conform to the following requirements:

6.8.1 **Liabilities Covered:** The School's insurance shall cover the School for those sources of liability which would be covered by s. II of the latest occurrence

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edition of the standard Business Auto Policy (ISO Form CA 001), including coverage for liability contractually assumed, and filed for use in the State of Florida by the Insurance Services Office. Coverage shall be included on all owned, non-owned and hired autos and buses used in connection with this Agreement.

6.8.2 **Occurrence/Claims:** Subject to reasonable commercial availability, coverage shall be on an occurrence basis. If on a claims-made basis, the School shall maintain, without interruption, the Automobile Liability Insurance until four (4) years after termination of this Contract.

6.8.3 **Minimum Limits:** The minimum limits to be maintained by the School (inclusive of any amount provided by tan umbrella or excess policy) shall be One Million ($1,000,000) Dollars per occurrence, and if subject to an annual aggregate, Two Million ($2,000,000) Dollars annual aggregate.

6.9 **Worker's Compensation/Employer's Liability:** The School shall, at its sole expense, provide, maintain and keep in force Worker's Compensation/Employer's Liability Insurance which shall conform to the following requirements:

6.9.1 **Coverages:** The School's insurance shall cover the School (and to the extent its subcontractors and its sub-subcontractors are not otherwise insured, its subcontractors and sub-subcontractors) for those sources of liability which would be covered by the latest edition of the Standard Worker's Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Worker's Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable federal and state law.

6.9.2 **Minimum Limits:** Subject to restrictions found in the standard Worker's Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Worker's Compensation Act or any other coverage customarily insured under part One of the standard Worker's Compensation Policy. The minimum amount of coverage for those coverages customarily insured under Part Two of the standard Worker's Compensation Policy (inclusive of any amounts provided by any umbrella or excess policy) shall be One Million ($1,000,000.00) Dollars per occurrence/Two Million ($2,000,000.00) Dollars annual aggregate. If the School leases employees, it shall provide certified proof that the corporation from which it leases service maintains appropriate Worker's Compensation Coverage.

6.10 **School Leader's Error and Omission Insurance:** Subject to reasonable commercial availability, the School shall, at its sole expense, procure, maintain and keep in force School Leader's Errors and Omissions Liability Insurance which shall conform to the following requirements:

6.10.1 **Form of Coverage:** The School Leader's Errors and Omissions Liability Insurance shall be on a form acceptable to the Sponsor and shall cover the School

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for those sources of liability arising out of the rendering of or failure to render professional services in the performance of this Agreement, including all provisions of indemnification which are part of this Agreement.

6.10.2 **Coverage Limits:** The insurance shall be subject to a maximum deductible not to exceed Five Thousand ($5,000.00) Dollars per claim. The minimum limits to be maintained by the School (inclusive of any amounts provided by an umbrella or excess policy) shall be one million ($1,000,000) dollars per claim/two million ($2,000,000) dollars annual aggregate.

6.10.3 **Occurrence/Claims:** Subject to reasonable commercial availability, coverage shall be on an occurrence basis. If on a claims-made basis, the School shall maintain, without interruption, the Liability insurance until four (4) years after expiration or termination of this Agreement.

6.10.4 **Alternative:** If the School Leader's Errors and Omissions liability insurance is not commercially available, the School shall provide Officers, Directors and Employees Errors and Omissions liability insurance in lieu thereof, with the same minimum limits of coverage as set forth above. Subject to commercial availability, coverage shall be on an occurrence basis. If such insurance is on a claims-made basis, the School shall maintain, without interruption, the insurance until four (4) years after termination of this Agreement.

6.11 **Property Insurance:** The School shall maintain hazard insurance on its own buildings and property during the term of this Agreement. The School will provide proof of such insurance and its renewals to Sponsor if requested.

6.12 **Applicable to all Coverages:** The following provisions apply to all insurance coverages required under this Agreement.

6.12.1 **Other Coverages:** The insurance provided by the School shall apply on a primary basis, and any other insurance or self-insurance maintained by the Sponsor or its members, officers, employees or agents shall be in excess of the insurance provided by or on behalf of the School.

6.12.2 **Deductibles/Retention:** Liability and Worker's Compensation Insurance required by this Agreement shall apply on a first-dollar basis, without the application of a deductible or self-insurance retention. Reasonable deductibles or self-insurance retention may be allowed on property or other insurance not to exceed one thousand ($1,000) dollars. The School may provide liability insurance by means of a base policy in one or more umbrella policies.

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

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

6.12.5 **Approval by Sponsor:** Neither approval by the Sponsor nor failure to disapprove the insurance furnished by the School shall relieve the School of its full responsibility to provide the insurance as required by this Agreement.

6.12.6 **Combined Coverage:** Combined services coverage under this Agreement shall be permitted, subject to approval by the Sponsor's Risk Management Department.

6.12.7 **Default Upon Non-Compliance:** The School shall be in material default of this Agreement for failure to procure, maintain and keep in effect the insurance as required by this Agreement. If the Sponsor becomes aware that the School does not have in effect any required insurance coverage, it shall give written notice to the School, and the School shall procure such insurance and provide a certificate of insurance to the Sponsor, as soon as reasonably possible, but no later than two (2) school days after receipt of such notice.

ARTICLE 7.0 GOVERNANCE STRUCTURE

7.1 **Nonprofit Organization:** As indicated in Appendix I, School is a nonprofit organization but may contract for management with a separate corporation as further described in this Article 7.0. The School shall furnish to the Sponsor a copy of its articles of incorporation or articles or organization, bylaws, and any amendments thereto.

7.1.1 School may file a fictitious name application with the Florida Department of State to operate using a name associated with the geographic location of the School or other community-related theme as determined by the School. However, prior to publicly operating under any name than that contained in this Agreement, School must first obtain written permission of the Sponsor's Superintendent or designee.

7.2 **Governing Body:** The School shall be governed by a governing board, a majority of whose members shall at all times during the term of this Agreement be residents of Pinellas County, Florida. The governing board and each of its members shall adhere to the following rules.

7.2.1 Board Members cannot be employees of the School.

7.2.2 No member of the governing board of the School will receive financial benefit from the School's operations including, without limitation, the receipt of any grant funds. A violation of this provision shall constitute a material breach of the Agreement. All governing board members shall comply with Sections 112.313(2), (3), (7) and (12), and 112.3143, F.S., and other applicable portion of the Code of Ethics for Public Officers and Employees. The governing board chair shall annually provide to the Sponsor a statement confirming that:

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- No board member acting in his/her private capacity shall sell services directly or indirectly to the School.
- A prohibited conflict of interest would exist if the spouse, parent, child, stepchild, sibling, or employee of any board member were a member of the governing board.
- An employee of the School or of the management company operating the School shall not be a member of the governing board.

7.2.3 Governing board members shall be able to demonstrate financial competence and adequate professional experience.

7.2.4 The governing board of the School is empowered within this Agreement and in conformance with law and the terms of this Agreement to determine the rules and regulations needed for the effective operation and general improvement of the School, as well as the authority to make all decision relating to the School as provided to it by law.

7.2.5 It is recognized that in accordance with the responsibility of the School, contracts with management companies must not usurp the authority of the governing board. The Sponsor will look to the governing board directly for accountability.

7.2.6 The governing board will provide reasonable public notice of the date, time, and place of its meetings and will maintain detailed minutes of its meetings, which shall be regularly scheduled, and which shall be held in Pinellas County. Such meetings will be open to the public, and the minutes shall be available for public review. A signed copy of the minutes will be on file at the School site for review and a copy will be forwarded to the Sponsor. Meetings of the governing board shall be open to the media and public and comply with s. 286.011, F.S., unless confidentiality is required by law.

7.2.7 To the extent applicable, the officers and directors of the School will comply with Part III, Ch. 112, F.S. (the Code of Ethics for Public Officers and Employees). The Sponsor shall be provided copies of any financial disclosure forms filed by the School's officers and directors.

7.2.8 The officers, directors, and employees of the School who have the authority to receive and expend funds on behalf of the School shall be bonded to the same degree as officers and employees of the Sponsor. All bonds shall run to the School, the not-for-profit corporation, and the Sponsor and shall be on file for inspection at all times.

7.2.9 All directors and the chief administrator of the School must submit to a background check prior to joining the governing board or becoming the chief administrator.

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7.2.10 The governing board shall review and approve policies and procedures of the School and recommend expulsions to the Sponsor.

7.2.11 The governing board cannot delegate its responsibility to the Sponsor to any other agency, management company or other contracted service provider.

7.2.12 The governing board of the School shall annually adopt and maintain an operating budget. This annual budget must be reviewed and approved by of the governing board and submitted to the Sponsor by July 1st of each year along with a copy of the minutes of the meeting showing approval of the budget by the governing board.

7.2.13 If after adopting the budget, a member of the governing board in his/her obligated diligence believes that any other member of the Board or any vendor, vendor's employee, management company, or management company agent or employee is directly responsible or wrongfully advises the members of the board to expend monies not detailed in the budget or not available because of other necessary expenses or limitation of funds, that individual should notice the sponsor, Department of Education, and if deemed proper, the Attorney General, or any other proper authority immediately.

7.2.14 The names of the governing board members must be held current at all times and the Sponsor shall be notified immediately of any changes. The replacement of the initial governing board members must be done in staggered terms to ensure continuity in leadership and oversight, said terms of replacement should be properly stated in the Board's By-Laws.

7.2.15 The School shall provide the parents in writing the names of the members of the governing board and a means by which they may be contacted.

7.2.16 The School shall provide the parents in the writing the process for placing an item on the agenda for the governing board meeting.

7.3 **Selection of Directors and Officers or Managers:** The selection of the School's directors and officers or managers shall be as set forth in Appendix I. The School shall provide to the Sponsor a current list of the names and addresses of its directors and officers no later than the first day of school each year.

7.4 **Duties of Directors or Managers:** The duties of the School's directors or managers shall be as set forth in Appendix I.

7.5 **Public Meetings/Minutes:** The governing body will provide reasonable public notice of the date, time and place of its meetings, which shall be held in Pinellas County, and will maintain minutes of its meetings. Such meetings will be open to the public, and the minutes shall be available for public review. As to all meetings of the School for which minutes are required pursuant to Florida law, the School shall forward a copy of minutes to the Sponsor within thirty (30) days after the meeting.

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7.6 **Conflict of Interest:** The School shall use no public funds received from or through the Sponsor to purchase or lease a property, goods or services from any director, officer or employee of the School or the spouse, parent, child, stepchild, or sibling of any director, officer or employee, or from any business in which any officers or employee has an interest, nor shall the School use any property, goods or services purchased or leased by public funds for the private benefit of any person or entity. The School may establish a policy to reimburse employees and board members for the actual and reasonable out-of-pocket expenses incurred in the performance of services for the School. The School may reimburse a member of the governing body for payment of the School's reasonable contractual or other obligations, and for expenses, incurred before the granting of this Agreement.

7.7 **Contracted Management Services:** The School may enter into a contract for management services ("the Contract") with a separate corporation registered to do business in the State of Florida ("the Company"). The School, upon request of the Sponsor, shall provide documentation to the Sponsor demonstrating that any Company the School wishes to hire possesses the professional experience and competence to provide the services at issue. If School opens to students without a Contract with any Company and subsequently wished to enter into a Contract, it must first obtain written approval of Sponsor's Superintendent.

7.7.1 Terms of the Contract shall specifically require strict compliance with this Agreement and amendments thereto, and with all applicable laws, ordinances, rules and regulations. The contract between the School and the Company must allow the School the ability to terminate the contract with the management company. Employees of the Company and family members of employees of management companies may not sit on the School's governing board or serve as officers of the School. For the purposes of this section, "family members" shall be defined to include spouses, mothers, fathers, sisters, brothers, mothers-in-law, fathers-in-law, sisters-in-law, brothers-in-law, daughters, sons, daughters-in-law and sons-in-law. If the School desires to contract with a Company subsequent to the execution of this Agreement, the proposed contract between the Company and the School shall be submitted to the Sponsor for review prior to its execution by the School.

7.7.2 An executed copy of the Contract shall be provided for Sponsor review prior to July 15, 2013. If the Sponsor's representatives should have questions concerning the Contract, representatives of the parties and of the Company shall meet to clarify those issues prior to the School opening. The Contract shall not be amended without notice to Sponsor and, in the case of material amendments, including but not limited to assignments and monthly or annual cost increases of 10% or more, shall not be amended without approval of Sponsor's administrative representative.

7.7.3 The School's Board of Directors shall assure that operating officers of the Company shall meet standards applicable to service on the School's Board, including, if required, criminal background checks required by Florida law.

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7.7.4 At least sixty (60) days prior to opening of the School, management officials of the Company, including those directly charged with management of the School, shall meet with Sponsor's representatives to discuss details of the operation of the School and of this Agreement.

7.7.5 Should the Sponsor's representative object to any detail of operation of the School by the Company, it shall so inform the School's Board of Directors in writing. Within thirty (30) days the School's Board of Directors shall respond in writing as to what corrective action(s), if any, will be taken or, if no corrective action is to be taken, the reasons it declines to do so. Failure to correct an objection with this Agreement or amendments thereto may be good cause for immediate termination of this Agreement.

7.7.6 In the event a Company is retained by the School, the management fee paid to such management entity shall not exceed fourteen and one-half percent (14.5%) FEFP operational revenues in any given School year and shall not accrue from year to year. For the purposes of this provision, "FEFP operational revenue" is defined as the General Fund revenue for operations received from the State of Florida based on FTE, including categorical revenues for such matters including, without limitation, instructional materials, FAI, and class size reduction, but shall not include any Federal or local revenues, or State funds for capital purposes.

7.7.7 Any default or breach of the terms of this Agreement by the Company shall constitute a default or breach by the School under the terms of this Agreement between the School and the Sponsor.

7.8 **School Administrator/Principal:** The School will provide the services of a full-time Administrator/Principal at the School during hours that students are on the School site except when participating in a reasonable number of training or professional in-service activities. The Administrator/Principal shall stay fully informed of all Sponsor, state, and federal rules and regulations applicable to the operation of the School and the performance of this Agreement. The Administrator/Principal shall not accept outside employment that would materially interfere with the performance of his/her duties and obligations under this Agreement and all Sponsor, state, or federal rules and regulations.

7.9 **Restriction on Employment of Relatives**: School personnel may not appoint, employ, promote, or advance, or advocate for appointment, employment, promotion, or advancement, in or to a position in the School in which the School personnel exercises jurisdiction or control any individual who is a relative. An individual may not be appointed, employed promoted, or advanced in or to a position in the School if such appointment, employment, promotion, or advancement has been advocated by School personnel who serve in a exercise jurisdiction or control over the School and who is a relative of the individual or if such appointment, employment, promotion, or advancement is made by the governing board of which a relative of the individual is a member.

For the purposes of this section, the following definitions shall be used:

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"School personnel" means the School's owner, president, chairperson of the governing board of directors, superintendent, governing board member, principal, assistant principal, or any other person employed by the School who has equivalent decision making authority has been delegated, to appoint, employ, promote, or advance individuals or to recommend individuals for appointment, employment promotion, or advancement in connection with employment in the School, including the authority as a member of a governing body of the School to vote on the appointment, employment, promotion, or advancement of individuals.

"Relative" means father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother- in-law, son-in-law, daughter-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister.

ARTICLE 8.0 MISCELLANEOUS

8.1 **Titles:** Any and all titles to Articles and paragraphs are for convenience and reference only and in no way define, limit or describe the scope of the Agreement, and shall not be considered in the interpretation of the Agreement or any provision hereof.

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

8.3 **Entire Agreement:** This Agreement and the appendices hereto shall constitute the full, entire and complete agreement between the parties. All prior representations, understandings and agreements are superseded and replaced by this Agreement. Except as any Florida or United States statute may change the obligations of either the School or the Sponsor, this Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties. Any amendment to this Agreement shall require approval of the Sponsor.

8.3.1 **Amendment Required:** Notwithstanding any provision of Florida law providing a different procedure, the School will submit to the Sponsor an application to amend this Agreement for any change in the provisions of this Agreement unless the Agreement specifically provides for the change without the need for an amendment.

8.4 **Assignment:** This Agreement may not be assigned by either party.

8.5 **Waiver:** No waiver of any provision of this Agreement shall be deemed to be or shall constitute a waiver of any other provision, unless expressly stated.

8.6 **Warranties:** All representations and warranties made herein shall survive termination of this Agreement.

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8.7 **Partial Invalidity:** If any provision or part of this Agreement is determined to be unlawful, void or invalid, that determination shall not affect any other provision or part of any other provision of this Agreement, and all such provisions shall remain in full force and effect.

8.8 **Third Party Beneficiary:** This Agreement is not intended to create any rights of a third-party beneficiary.

8.9 **Applicable Law and Venue:** This Agreement is made and entered into the State of Florida and shall be interpreted according to the laws of that state. Proper venue for any litigation arising under this Agreement shall lie in the Sixth Judicial Circuit Court in Pinellas County, if a state court action, or the U.S. District Court for the Middle District of Florida, Tampa Division, if a federal court action. The School shall adhere to any additional requirements applicable to charter schools under state law or as mandated by the Florida Department of Education or any other agencies regulating the School.

8.10 **Notice:** Every notice, approval or consent authorized or required by this Agreement shall not be effective unless it is in writing and sent postage prepaid by the United States certified mail, directed to the other party at its address hereinafter provided or such other address as either party may designate by notice from time to time in accordance herewith:

School:	Enterprise High School Charter School
Attention:	Donna Hulbert
Address:	2461 McMullen Booth Road Clearwater, Florida 33759
Sponsor:	The School Board of Pinellas County, Florida
Attention:	Dot Clark, Coordinator of Partnership Schools
Address:	301 4th Street S.W., Largo, Florida 33779-2942

8.11 **Legal Representation:** The parties acknowledge that each has been offered the opportunity to be represented by legal counsel in connection with the negotiation and execution of this Agreement and each is satisfied with the legal representation received.

8.12 **Law, Rule or Regulation as Amended:** Whenever reference is made to a statutory law, rule or regulation herein, such reference shall mean such law, title or regulation as it may be from time to time amended.

8.13 **Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one Agreement.

8.14 **Authorization:** Each of the persons executing this Agreement has the full power and authority to execute the Agreement on behalf of the party for whom he or she signs.

8.15 **Other**: The School acknowledges and agrees that it shall abide by and be bound by, to the same extent as the Sponsor, any and all court orders relating to desegregation in the Sponsor's district.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized agents, the day and year first above written.

School:

BOARD OF DIRECTORS OF PINELLAS EDUCATION ORGANIZATION, INC.

By: _____

Its: _____

Attest: _____

By its: _____

Sponsor:

THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

By: _____
Chairperson

Attest: _____
Superintendent

Approved as to Form:

_____
Office of School Board Attorney

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