Pinellas County Schools

Regular School Board Meeting

Tuesday, April, 9, 2013 10:30 AM
School Administration Building
301 Fourth Street SW
Largo, FL 33770
https://www.pcsb.org

Vision:
100% Student Success

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 Paul Pecchie, St. Patrick's Catholic Church, 2121 16th Avenue SW, Largo 33770

III. Pledge of Allegiance

A. National Anthem

B. Video: School Improvement Grant: Extra Support for Seven Deserving Schools

IV. Introduction of Professional and Community Organization Reps

A. Melaine Marquez Parra - Public Information Officer

V. Presentation by Student Rights and Responsibilities

A. Dixie Hollins High School

VI. Public Comments on Agenda Items

VII. Adoption of Agenda

VIII. Special Order Agenda

1. Presentation of the Proclamation from Governor Rick Scott of School Library Month, April, 2013, Presented by Bonnie Kelley, Specialist, PK-12 Library/Media/Technology 8
   - Presentation of the Proclamation from Gov. Rick Scott of School Library Month (PDF)

IX. Unfinished Business

1. Public Hearing to Consider the Amendment to Policy 1140.01 – DELEGATION TO SUPERINTENDENT- DISCIPLINARY SUSPENSION WITHOUT PAY AND PROBATIONARY DISMISSAL, Policy 3140.01 – DELEGATION TO SUPERINTENDENT DISCIPLINARY SUSPENSION WITHOUT PAY, PROBATIONARY DISMISSAL, and RETURN TO ANNUAL CONTRACT, and Policy 4140.01 – DELEGATION TO SUPERINTENDENT- DISCIPLINARY SUSPENSION AND PROBATIONARY DISMISSAL (This is the Second Reading.) 10
   - Unfinished Business - Policy 1140.01 Delegation to Superintendent-Disciplinary Suspension Without Pay and Probationary Dismissal (PDF)
   - Unfinished Business - Policy 3140.01 Delegation to Superintendent-Disciplinary Suspension Without Pay, Probationary Dismissal, and Return to Annual Contract (PDF)
   - Unfinished Business - Policy 4140.01 Delegation to Superintendent-Disciplinary Suspension Without Pay and Probationary Dismissal (PDF)

X. Consent

1. Approval of Minutes: to Approve the Minutes of the Regular Meeting of March 12, 2013; And, the Workshop of March 12, 2013 15
   - Regular Meeting 3-12-13 (PDF)
   - w13Mar12 (PDF)
2. Request Approval of Personnel Recommendations 30
   - Apr 9 2013 FINAL HR Board Agenda Sets A & B (PDF)
3. Request Approval to Revise And/Or Create the Following Job Descriptions, Which Will be Effective July 1, 2012 63
   - 1 Professional Development Specialist PTS (PDF)
   - 2 Senior Auditor PTS (PDF)
   - 3 Senior Human Resources Coordinator PTS (PDF)
   - 4 Police Dispatcher - PBA (PDF)
4. Request Approval of 2013/2014 Property, Boiler & Machinery Insurance Program 79
   - PCS 2013 Proposal - 3-8-2013 Revised (PDF)
   - PCS Boiler 4-15-2013 to 2014 Proposal (PDF)
5. Request Approval of the Recommendation to Dismiss Mr. Lenard Allen, Sr., Employed as a Bus Driver with Transportation Department 114
   - Allen Lenard charge letter dismissal (PDF)
6. Request Approval of the Recommendation to Dismiss Ms. Belinda Ivey, Employed as a Bus Driver with Transportation Department 117
   - Ivey Belinda charge letter dismissal (PDF)
7. Request Approval of the Following Special Projects: 121
   - A Title III , Part A amendment 040913 (PDF)

8. Request Approval of Budget Amendment No. 5 (January 2013) to the District's 2012/13 Budget 124

- Budget Amendment No.5 (January 2013) (PDF)

9. Request Approval of the Financial Statements for the Month Ending January 31, 2013 for Fiscal Year 2012/13 147

- Financial Statements January 2013(PDF)

10. Request Approval of the Operational Compliance Audit Report of the District's Property Inventory, Schools' Payroll, Schools' Internal Fund Accounts for Fiscal Year 2011/2012; and the Financial Audit Report of the Schools' Internal Fund Accounts for Fiscal Year Ending June 30, 2012 153

- Yearly Auditing Reports as of June 30 2012 (PDF)

11. Request Approval of the Annual Agreements for Advancement Via Individual Determination (AVID) Program Licensure, Materials, and Professional Development 198

- AVID Implementation Agreement 2013 (PDF)
- AVID Attachment A (PDF)
- AVID Attachment B (PDF)

12. Request Approval of the Health Agreement Between BayCare Health Systems, Inc. And the School Board of Pinellas County 233

- Consent - Bay Care Agreement (PDF)

13. Request Approval to Acknowledge and Accept the Change of Condition for Three Rooms at Southside Fundamental Middle School (112), Allowing the Site and Buildings to be Declared Unnecessary for Educational Purposes 253

14. Request Approval for the Resolution to Designate the Closed Southside Fundamental Middle School Unnecessary for Educational Purposes and Release it for Sale, Contingent Upon School Board's Approval of Charter School Agreement with University Preparatory Academies, Inc. 255

- Resolution for Southside Mid (PDF)

15. Request Approval to Enter into an Agreement with University Preparatory Academies, Inc. for the Sale of the Closed Southside Fundamental Middle School, Contingent Upon School Board's Approval of Charter School Agreement with University Preparatory Academies, Inc. 260

- Sales K Southside UPA 040213 (PDF)

16. Request Approval of a License Agreement with Pinellas County to Use the County's Right-Of-Way for Parking Area Improvements at Plumb Elementary School 270

- PC.Plumb.LicenseAgr (PDF)

17. Request Approval of Agreement with Skanska USA Building, Inc. for Construction Management Services in Connection with Repairs to Moisture Intrusion through Exterior Walls and Windows, Repairs to Concrete Sills, and Repairs to Interior Wall Finishes in the Amount of $569,545 at Azalea Middle School, Project No.9325 283

- Azalea Mid CM AGREEMENT (PDF)

18. Request Approval of Amendment No. 1 to Agreement with Hoffman Architects, P.A., for Architectural and Contract Administration Services in Connection with Remodeling of Building 25 and Replacement of Two Air Handlers for Building 5 in the Amount of $14,508 at Northeast High School, Project No. 4505 330

- Northeast HS AMENDMENT TO AGREEMENT (PDF)

19. Request Approval of Amendment No. 1 to Agreement with Creative Contractors Inc. for a Partial Guaranteed Maximum Price (GMP) in Connection with Windows, Storefront, Exterior Doors, and Roof Replacement for Building 1 and Painting of the Campus in the Amount of $500,000 at Osceola Fundamental High School, Project No. 9049 334

- Osceola Fundamental HS Amendment to AGREEMENT (PDF)

20. Request Acceptance of Substantial Completion for Selected Heating, Ventilation and Air Conditioning Replacement as of February 18, 2013 at Madeira Beach Fundamental K-8, Project No. 9051 340

- Madeira Beach Fund sub comp form - Final.doc (PDF)

21. Request Approval of Vehicle Use Agreements to Non-Profit Organizations for a Period of One Year 343

- VUA Art 2 4 Life Academy 2013 (PDF)
- VUA ST Paul UMC 2013 (PDF)
- VUA Suncoast Hospice 2013 (PDF)

22. Request Approval of Reimbursement of Isolated Transportation for J.J. During the 2012/2013 School Year 348

23. Request Approval of Selling the District's Surplus and Obsolete Equipment on the PublicSurplus.Com Internet Auction Site 349

- Warehouse Auction Items 4-9 mtg (PDF)

24. Request Approval of Selling Surplus and Obsolete Food Service Equipment on the PublicSurplus.Com Internet Auction Site 354

- FOOD SERVICE SURPLUS - BOARD April 9, 2013 2 (PDF)

25. Request Approval of Bids to Vendors at Prices in Bid Documents in Accordance with Bid Policies and Statutes 358

- Bids April 9, 2013 (PDF)

XI. Nonconsent

1. Setting a Public Hearing and Authorizing the Advertisement of the Public Hearing to Consider the Amendment to Policy 2130 – DISTRICT MONITORING AND ADVISORY COMMITTEE (DMAC) (This is the First Reading.) 406

- Non-Consent - Policy 2130 Public Hearing to Consider an Amendment - revised (PDF)

2. Request Approval of Amendment to Change Pinellas Primary Academy Charter School from a K-4 to a K-3 Charter School and Reach Maximum Enrollment at an Accelerated Pace 423

- Pinellas Primary Amendment (PDF)

3. Request Approval of an Amendment to Increase Enrollment at Pinellas Preparatory Academy Charter School, a High Performing Charter School 426

- Pinellas Prep Amendment (PDF)

4. Request Approval of an Amendment to Increase Enrollment at Academie Da Vinci Charter School, a High-Performing Charter School 429

- Academie Da Vinci Amendment (PDF)

5. Request Approval of an Amendment to Increase Enrollment and Update Procedures for Non-Renewal or Termination at St. Petersburg College Collegiate High School a High-Performing Charter School 432

- SPCHS Amendment (PDF)

6. Request Approval of the Five-Year Charter School Agreement with University Preparatory Academies, Inc., for University Preparatory Academy Charter School, Contingent Upon School Board's Approval of Agreement with University Preparatory Academies, Inc., for Sale of the Closed Southside Fundamental Middle School Site 436

- UPA charter K Agreement final (PDF)
- UPA App II final (PDF)
- Florida Charter School Application Evaluation Instrument (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 April 9, 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

04/09/13 10:30 AM
Regular School Board Meeting
301 Fourth Street SW
Largo, FL 33770

Pinellas County Schools

SCHEDULED

PRESENTATION (ID # 3929)

April 9, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Presentation of the Proclamation from Governor Rick Scott of School Library Month, April, 2013, Presented by Bonnie Kelley, Specialist, PK-12 Library/Media/Technology

Governor Rick Scott recognizes the state of Florida's observance of School Library Month for April 2013. The 2013 theme is **Communities Matter @ Your Library**.

Research studies conducted in 19 states, including Florida, found that school library programs make a measurable difference in student academic achievement. School library programs prepare students for lifelong learning and enhance their reading enjoyment.

School Library Month is the American Association of School Librarians' (AASL) celebration of the programs, services and resources provided by school library media/technology specialists. This celebratory month of April provides opportunities across the state to highlight school library contributions to Florida public education, especially in a student's educational career.

We are proud to recognize April as School Library Month.

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

ATTACHMENTS:

- Presentation of the Proclamation from Gov. Rick Scott of School Library Month (PDF)

RICK SCOTT
GOVERNOR

SCHOOL LIBRARY MEDIA MONTH

WHEREAS, school library media programs are an important asset in the education of the youth of the state; and

WHEREAS, school library media programs significantly contribute to student achievement by providing instructional support resources and services; and

WHEREAS, school library media centers provide access to information in a variety of formats within the school, including access to digital resources beyond the classroom; and

WHEREAS, learning to become effective users of information and ideas is essential as Florida's youth prepare for a future filled with challenges and change; and

WHEREAS, promoting competencies in using new and emerging technologies is an integral part of school library media programs; and

WHEREAS, school library media programs promote literacy and the enjoyment of reading; and

WHEREAS, library media specialists are instructional partners and consultants in the teaching and learning process.

NOW, THEREFORE, I, Rick Scott, Governor of the State of Florida, do hereby extend greetings and best wishes to all observing April 2011 as *School Library Media Month.*

IN WITNESS WHEREOF, I have set my hand and caused the Great Seal of the State of Florida to be affixed at Tallahassee, the Capital, this 16th day of March, in the year two thousand eleven.

Governor

THE CAPITOL
TALLAHASSEE, FLORIDA 32399 • (850) 488-2272 • FAX (850) 922-4292

Attachment: Presentation of the Proclamation from Gov. Rick Scott of School Library Month (3929 : Presentation of the Proclamation from

04/09/13 10:30 AM
Regular School Board Meeting
301 Fourth Street SW
Largo, FL 33770

Pinellas County Schools

ADOPTED

REQUEST FOR APPROVAL (ID # 3930)

April 9, 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 1140.01 – DELEGATION TO SUPERINTENDENT- DISCIPLINARY SUSPENSION WITHOUT PAY AND PROBATIONARY DISMISSAL, Policy 3140.01 – DELEGATION TO SUPERINTENDENT DISCIPLINARY SUSPENSION WITHOUT PAY, PROBATIONARY DISMISSAL, and RETURN TO ANNUAL CONTRACT, and Policy 4140.01 – DELEGATION TO SUPERINTENDENT- DISCIPLINARY SUSPENSION AND PROBATIONARY DISMISSAL (This is the second reading.)

BACKGROUND:
Pursuant to Chapter 120, Florida Statutes, an amendment to policy (rule) is being proposed regarding Policy 1140.01– DELEGATION TO SUPERINTENDENT- DISCIPLINARY SUSPENSION WITHOUT PAY AND PROBATIONARY DISMISSAL, Policy 3140.01 – DELEGATION TO SUPERINTENDENT DISCIPLINARY SUSPENSION WITHOUT PAY, PROBATIONARY DISMISSAL, and RETURN TO ANNUAL CONTRACT, and Policy 4140.01 – DELEGATION TO SUPERINTENDENT DISCIPLINARY SUSPENSION WITHOUT PAY AND PROBATIONARY DISMISSAL

This is the second reading of the proposed amendment to policy. There have been no changes made since the first reading. The policy amendments delegate authority to the superintendent to dismiss employees who are within their probationary period of employment and also delegates authority to the superintendent to enter into agreements where employees agree to a suspension without pay.

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

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: Managing Productive Systems

ALTERNATIVES:
1. Adopt the proposed amendment to policy
2. Modify and adopt the amendment to policy.
3. Do not adopt the proposed amendment to policy.

RECOMMENDATION:

Alternative 1 is recommended.

RATIONALE:
The proposed amendments facilitate employment decisions and improve efficiency by expressly delegating to the superintendent decisions to dismiss an employee within his/her probationary period and to accept an employee's agreement to be suspended without pay.

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:
Ron Ciranna, J.D., Chief of Human Resource Services
David Koperski, School Board Attorney - reviewed as to form and legality
Laurie Dart, Staff Attorney
Mary Beth Corace, Ph.D., Director, Strategic Planning and Policy

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

ATTACHMENTS:

- Unfinished Business - Policy 1140.01 Delegation to Superintendent-Disciplinary Suspension Without Pay and Probationary Dismissal (PDF)
- Unfinished Business - Policy 3140.01 Delegation to Superintendent-Disciplinary Suspension Without Pay, Probationary Dismissal, and Return to Annual Contract (PDF)
- Unfinished Business - Policy 4140.01 Delegation to Superintendent-Disciplinary Suspension Without Pay and Probationary Dismissal (PDF)

1140.01 – DELEGATION TO SUPERINTENDENT- DISCIPLINARY SUSPENSION WITHOUT PAY AND PROBATIONARY DISMISSAL

The School Board hereby delegates authority to the Superintendent to suspend administrative staff without pay for a period not exceeding three (3) days.

A. An employee who is suspended under the authority of this policy shall be granted all due process rights accorded by the Florida statutes and applicable collective bargaining agreements.

B. The Superintendent shall regularly notify the Board of actions taken.

The Board also delegates authority to the Superintendent to terminate administrators during their probationary period and to accept written agreements from administrators wherein they agree to matters affecting their employment including a suspension without pay.

F.S. Chapter 120, 1012.27(5)

Approved as to form and legality:

School Board Attorney

Attachment: Unfinished Business - Policy 1140.01 Delegation to Superintendent-Disciplinary Suspension Without Pay and Probationary

3140.01 – DELEGATION TO SUPERINTENDENT-DISCIPLINARY SUSPENSION WITHOUT PAY, PROBATIONARY DISMISSAL, AND RETURN TO ANNUAL CONTRACT

The School Board hereby delegates authority to the Superintendent to suspend instructional staff without pay for a period not exceeding three (3) days.

A. An employee who is suspended under the authority of this policy shall be granted all due process rights accorded by the Florida statutes and applicable collective bargaining agreements.

B. The Superintendent shall regularly notify the Board of actions taken.

The Board also delegates authority to the Superintendent to terminate instructional staff holding a probationary contract and to accept written agreements from instructional staff wherein they agree to matters affecting their employment including a suspension without pay or a return to annual contract status.

F.S. Chapter 120, 1012.27(5)

Approved as to form and legality:

David Koperski
School Board Attorney

Attachment: Unfinished Business - Policy 3140.01 Delegation to Superintendent-Disciplinary Suspension Without Pay, Probationary Dismissal,

4140.01 – DELEGATION TO SUPERINTENDENT- DISCIPLINARY SUSPENSION WITHOUT PAY AND PROBATIONARY DISMISSAL

The School Board hereby delegates authority to the Superintendent to suspend support staff without pay for a period not exceeding three (3) days.

A. An employee who is suspended under the authority of this policy shall be granted all due process rights accorded by the Florida statutes and applicable collective bargaining agreements.

B. The Superintendent shall regularly notify the Board of actions taken.

The Board also delegates authority to the Superintendent to terminate support staff during their probationary period and to accept written agreements from support staff wherein they agree to matters affecting their employment including a suspension without pay.

F.S. Chapter 120, 1012.27(5)

Approved as to form and legality:

David Koperski
School Board Attorney

Attachment: Unfinished Business - Policy 4140.01 Delegation to Superintendent-Disciplinary Suspension Without Pay and Probationary

04/09/13 10:30 AM

Regular School Board Meeting

301 Fourth Street SW
Largo, FL 33770

Pinellas County Schools

ADOPTED

REQUEST FOR APPROVAL (ID # 3906)

ATTACHMENTS:

- Regular Meeting 3-12-13 (PDF)
- w13Mar12 (PDF)

Regular School Board Meeting

Tuesday, March, 12, 2013 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 that they may speak to the Board at this time on topics of a general nature.

The following individuals presented their comments to the Board:

1. June Caruso

   Ms. Caruso, district employee, addressed the Board to share her input as to how the communication piece related to the new teacher appraisal process could be improved.

2. Mark Klutho

   Mr. Klutho addressed the Board to say that the type of lighting we have in this building is incorrect; that the money being spent on the elderly diminishes the money that should be spent on children; and, that the change in the climate is caused by our "stupid" buildings.

There were no additional presentations from the audience; and, this session ended at 10:09 a.m.

Attachment: Regular Meeting 3-12-13 (3906 : Approval of Minutes)

Regular School Board Meeting

Tuesday, March, 12, 2013 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 March 12, 2013 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/Operational Services	Present	
Kevin Smith	Pinellas County Schools	Associate Superintendent/Finance Business Services	Present	
David Koperski	Pinellas County Schools	Board Attorney	Present	
Rene Flowers	Pinellas County Schools	Board Member	Present	
Robin Wikle	Pinellas County Schools	Board Member	Present	
Carol Cook	Pinellas County Schools	Chairperson	Present	
Janet Clark	Pinellas County Schools	Board Member	Present	
Terry Krassner	Pinellas County Schools	Board Member	Present	
Linda Lerner	Pinellas County Schools	Board Member	Present	
Peggy O' Shea	Pinellas County Schools	Vice Chairperson	Present	

II. Amendments to the Agenda

At this time, the Chairperson shared with the public the following changes that have taken place in the agenda subsequent to its publication seven days ago:

Attachment: Regular Meeting 3-12-13 (3906 : Approval of Minutes)

Mrs. Cook stated that the Pre-Closing Use Agreement has been added to Consent Item #5 - Request Approval of the Property Use Agreement with University Preparatory Academy, Inc. Mrs. Cook stated that she has found good cause to amend the agenda accordingly.

Dr. Grego, following the National Anthem, announced that the employee in Consent Item #4, Ms. Rose Decanay, has requested an administrative hearing; thus, his recommendation has changed to Alternative #2, to read as follows: Suspend Ms. Dacanay without pay effective March 13, 2013, until the conclusion of the hearing process and direct the Staff Attorney to submit the request to the Division of Administrative Hearings. Mrs. Cook stated that she found good cause to amend the agenda accordingly.

III. Invocation

1. Pastor Becky Robbins-Penniman, Church of the Good Shepherd, 639 Edgewater Dr., Dunedin 34698

The invocation was delivered by Pastor Robbins-Penniman.

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 Clearwater High School Concert Chorus performing the National Anthem.

V. Introduction of Professional and Community Organization Reps

A. Melanie Marquez Parra-Public Information Officer

Ms. Marquez Parra introduced the following individuals: Nelly Henjes, PESPA; Bruce Proud, PCTA/PESPA: Rick Brant and Sonya Roundtree, SEIU/Florida Public Services Union; Annie Johnson, Pinellas Arts for a Complete Education Coalition; and, Lisa Gartner, The Tampa Bay Times.

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

VI. Presentation by Student Rights and Responsibilities

A. Lakewood High School

Julia Pohlmann and Lamia Hinton, Students Rights and Responsibilities representatives from Lakewood High School addressed the Board to share information regarding programs and achievements taking place at their school. Julia and Lamia used a PowerPoint presentation to share this information with the School Board.

Attachment: Regular Meeting 3-12-13 (3906 : Approval of Minutes)

VII. Video: The Braille Challenge: Confidence in Literacy and Beyond for Visually-Impaired Students

A video was shown highlighting the instruction of Braille that is being offered to our visually-impaired students, as well as to those who are not.

VIII. Public Comments on Agenda Items

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

1. Mark Klutho

Consent Item #6 - Mr. Klutho stated that this is the hiring of another lawyer because the Board is having problems with running this educational system.

Consent Items #13 and 16 - Mr. Klutho stated that these items are projects related to HVAC and that the district is pumping money into Progress Energy.

Consent Item #15 - Mr. Klutho stated that this project is for pTEC at a cost of $733,261; and, that he has not seen the district get one building correct.

IX. Adoption of Agenda

PULL: Consent Item #5

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

X. Special Order Agenda

1. Presentation of the Proclamation of Child Water Safety Awareness Week Presented by Peggy Johns, Specialist, Pre K-12 Health Education

Ms. Peggy Johns presented the Proclamation for approval.

Mrs. O'Shea read the Proclamation aloud.

It was moved by Ms. Flowers and seconded by Mrs. Krassner to approve the Proclamation designation May 25-31, 2013 as Child Water Safety Awareness Week.

Ms. Flowers stated that she had the opportunity to meet with Mr. Simons from Florida Gulf Coast Center For Fishing Foundation, Inc.; and, congratulated the organization for bringing the issue forward.

Mr. James R. Simons, President of Florida Gulf Coast Center For Fishing Foundation, Inc., congratulated the School Board for their support; and, provided the Board with an overview of the expansion of this program, first in our high schools and then in our middle schools. Mr. Simons shared that elementary schools are now requested the opportunity to have this program in their schools. Mr. Simons shared that there are approximately 4000 students presently involved in the program.

Attachment: Regular Meeting 3-12-13 (3906 : Approval of Minutes)

Ms. Shoemaker, Outreach Coordinator- Safe Kids, All Children's Hospital, shared data on the number of children who have died from water-related accidents; and, stated that two of our schools have a program that provides their students with the opportunity to learn how to swim. Ms. Shoemaker thanked the district for being proactive in this area.

The motion provided by Ms. Flowers and seconded by Mrs. Krassner to approve the Proclamation designation May 25-31, 2013 as Child Water Safety Awareness Week was carried with a 7-0 vote.

(Copy to be found in Supplemental Minute Book #148.)

2. Recognition of Transportation Driver for Heroic Deed Presented by Michael Bessette, Associate Superintendent, Operational Services

Mr. Bessette presented Mr. Letos, Bus Driver, to the Board for recognition of his action in rescuing an unattended toddler from the side of US 19 while on duty transporting Palm Harbor Middle School students. Mr. Letos was greeted and congratulated by the School Board Members.

3. Recognition of Bus Assistants for Heroic Deeds Presented by Michael Bessette, Associate Superintendent, Operational Services

Mr. Bessette presented Ms. Emma Frazier Redmond and Ms. Livondra Dandy, school bus assistants, to the Board for recognition of their quick action taken following the involvement of their bus in an accident resulting in injury to the driver. Ms. Redmond and Ms. Dandy were greeted and congratulated by the School Board Members.

XI. Unfinished Business

1. Public Hearing to Consider the Amendment to Policy 0151 – ORGANIZATIONAL MEETING (This is the Second Reading.)

Dr. Grego stated that this was the second reading for this Amendment which will allow the School Board some flexibility in scheduling their organization meeting.

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

XII. Consent

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 3-12-13 (3906 : Approval of Minutes)

1. Approval of Minutes: to Approve the Minutes of the Regular Meeting of February 26, 2013; And, the Workshop of February 21, 2013

   Approved, as submitted.

2. Request Approval of Personnel Recommendations

   Approved, as submitted.

   (Copy to be found in Supplemental Minute Book #148.)

3. Request Approval to Revise the Following Job Description

   Approved, as follows:

   Director, Human Resources (C09)

4. Request Approval of the Recommendation to Dismiss Ms. Rose Dacanay, ESE Associate, Employed at Paul B. Stephens, ESEC

   Ms. Dacanay has requested an administrative hearing; thus, the recommendation approved by the Board reads, as follows:
   Suspend Ms. Dacanay without pay effective March 13, 2013, until the conclusion of the hearing process and direct the Staff Attorney to submit the request to the Division of Administrative Hearings.

5. Request Approval of Property Use Agreement with University Preparatory Academy, Inc.

   This item was pulled for further discussion by both Mrs. Wikle and Mrs. Lerner. Please refer to XIII. Consent Agenda - Items Pulled #1.

6. Request Approval of Agreement for Heather Wallace as Assistant School Board Attorney

   Approved, as submitted.

   (Copy to be found in Supplemental Minute Book #148.)

7. Request Approval of the Following Special Projects:

   Approved, as follows:

   A. Contract with Agile Mind for Common Core Professional Development for Secondary Algebra1, Geometry, and Algebra 2 Teachers

   (Copy to be found in Supplemental Minute Book #148.)

8. Request Approval of Budget Amendment No. 4 (December 2012) to the District's 2012/2013 Budget

   Approved, as submitted.

9. Request Approval of the Financial Statements for the Month Ending December 31, 2012 for Fiscal Year 2012/2013

   Approved, as submitted.

10. Request Adoption of the Investment Portfolio Financial Statements For the Quarter Ended December 31, 2012

    Approved, as submitted.

Attachment: Regular Meeting 3-12-13 (3906 : Approval of Minutes)

11. Request Approval of Florida Inventory of School Houses (FISH) Certification of Facilities Data

    Approved, as submitted.

    (Copy to be found in Supplemental Minute Book #148.)

12. Request Approval of Agreement with Ajax Building Corporation for Construction Management Services in Connection with Sewer Replacement and Restroom Renovation for the Entire Campus in the Amount of $952,924, Which Includes an Initial Construction Allocation, at Oakhurst Elementary School, Project No. 9084

    Approved, as submitted.

    (Copy to be found in Supplemental Minute Book #148.)

13. Request Approval of Agreement with Ajax Building Corporation for Construction Management Services in Connection with Replacement of Roofs, Replacement of Heating, Ventilation, and Air Conditioning (HVAC) System, and Lighting System Upgrades in the Amount of $2,826,241, Which Includes an Initial Construction Allocation at Oldsmar Elementary School, Project No. 9060

    Approved, as submitted.

    (Copy to be found in Supplemental Minute Book #148.)

14. Request Approval of Agreement with Ajax Building Corporation for Construction Management Services in Connection with Sewer Replacement and Restroom Renovation for the Entire Campus in the Amount of $557,952, Which Includes an Initial Construction Allocation, at Ponce De Leon Elementary School, Project No. 9089

    Approved, as submitted.

    (Copy to be found in Supplemental Minute Book #148.)

15. Request Approval of Agreement with Walbridge Aldinger Company for Construction Management Services in Connection with Pre-School Children's Center in the Amount of $733,261, Which Includes an Initial Construction Allocation at PTEC - St. Petersburg Campus, Project No. --4507

    Approved, as submitted.

    (Copy to be found in Supplemental Minute Book #148.)

16. Request Approval of Amendment to Agreement with Phoenix Engineering Group, Inc. for Architectural and Contract Administration Services in Connection with Heating, Ventilation and Air Conditioning (HVAC) System Replacement in the Amount of $17,040 at Tarpon Springs Middle School, Project No. 9095

    Approved, as submitted.

    (Copy to be found in Supplemental Minute Book #148.)

17. Request Approval of Vehicle Use Agreement to a Non-Profit Organization for a Period of One Year

    Approved, as submitted.

    (Copy to be found in Supplemental Minute Book #148.)

Attachment: Regular Meeting 3-12-13 (3906 : Approval of Minutes)

18. Request Approval of Selling the District's Surplus and Obsolete Equipment on the PublicSurplus.Com Internet Auction Site

Approved, as submitted.

19. 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 Supplemental Minute Book #148.)

XIII. Consent Agenda - Items Pulled

1. Consent Item #5 - Request Approval of Property Use Agreement with University Preparatory Academy, Inc.

Mrs. Wikle stated that her concern is with the process; that the property is the responsibility of the School Board; and, that this item allows for remodeling abatement without the Board first having taken action on the sale of this property. Mrs. Wikle stated that we have a charter application, but the charter has not been approved; and, that the appraisal that the district has is two years old.

Mrs. Lerner stated that she has many of the same concerns; that she is excited about and supportive of the charter; but, that she has concern with the allowing the charter to begin the abatement process on the building prior to a sales agreement being negotiated and approved by the School Board. Mrs. Lerner stated that for that reason she will be voting against this item.

Discussion followed by School Board Members and Mr. Koperski.
(Copy to be found in Supplemental Minute Book #148.)

RESULT:	**APPROVED [5 TO 2]**
MOVER:	Terry Krassner, Board Member
SECONDER:	Rene Flowers, Board Member
AYES:	Flowers, Cook, Clark, Krassner, O' Shea
NAYS:	Robin Wikle, Linda Lerner

XIV. Nonconsent

1. Setting a Public Hearing and Authorizing the Advertisement of the Public Hearing to Consider the Amendment to Policy 7300 – PROPERTY CUSTODIANSHIP AND INSURANCE (This is the First Reading.)

Mr. Koperski presented a brief overview of the proposed Amendment.

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

Attachment: Regular Meeting 3-12-13 (3906 : Approval of Minutes)

XV. New Business

A. Items Introduced by Superintendent

Dr. Grego's report included the following:

1) Announced that the East Lake High School's Robotics Team achieved First Place in the Orlando FIRST Robotics Regional Competition. Dr. Grego shared that the team's win now allows them to go to the FIRST Robotics World Championship in St. Louis at the end of April. Dr. Grego commended Mr. Paul Whanish for his leadership at East Lake High School with the robotics instruction.

2) Shared that approximately 300 students competed in the Pinellas History Day. Dr. Grego stated that those who placed first and second in this competition will advance to the Florida History Fair to be held on May 5-7 in Tallahassee.

3) Stated that there is a new art exhibit honoring nearly three decades, 1988 - 2012, of artistry from students from the Pinellas County Center for the Arts program at Gibbs High School. Dr. Grego shared that the show includes works by a dozen current and former teachers, art by alumni from classes of 1988 to 2012, as well as senior thesis exhibitions by students from this year's graduating class. The exhibit was designed to celebrate Pinellas County's first arts magnet, which opened in 1984 and is nearing its 30th anniversary.

4) Shared that students from Dunedin Highland Middle School came in First Place in the overall team and team ciphering competitions at the regional Math Counts competition. Dr. Grego shared that the team will now travel to Orlando to participate in the state competition; and, that the winners of that competition will travel to Washington, DC in May to participate in the national event which will be aired on ESPN3.

5) Shared that he had a productive meeting yesterday with our new Commissioner of Education regarding various topics, i.e., Common Core, Teacher Pay, etc.

6) Shared that he had another wonderful Parent Leadership Cadre last evening at Gibbs High School; and, that he has now met with every PTA in Pinellas.

7) Shared that last week he presented to the Palm Harbor Chamber of Commerce and thanked Mrs. O'Shea for attending that event.

8) Thanked the Board Members who were able to participate in the recent Town Hall meeting in St. Petersburg organized by the NAACP.

9) Thanked the many Board Members who were able to participate in the Dr. Seuss Read Across America. Dr. Grego also thanked PCTA for their support of this special day emphasizing the importance of reading.

10) Shared that he had breakfast at Walsingham Elementary School to celebrate National Breakfast Day. Dr. Grego extended kudos to all of our lunchroom workers.

11) Shared that he had the opportunity to visit the following schools since our last meeting: Pinellas Park Middle, Belcher Elementary, Calvin Hunsinger and Clearwater Intermediate. Dr. Grego stated that he sees such tremendous commitment in our schools.

Attachment: Regular Meeting 3-12-13 (3906 : Approval of Minutes)

12) Stated that he is leaving in the morning to join members of FADSS (Florida Association of District School Superintendents) to monitor the discussions by Legislators, and specifically the discussion and action on the high school bill that will be taken up by the House. Dr. Grego stated that the bill looks a lot like what we are doing in Pinellas; and, that he is hoping that the House will pass this bill.

B. Items Introduced by School Board Attorney

Mr. Koperski stated he had no report.

C. Items Introduced by the Board

Ms. Clark - 1) Shared that she enjoyed participating in Read Across America at Eisenhower Elementary School. 2) Shared that she volunteered last week at the Special Olympics Summer Games at Lakewood High School. Ms. Clark commended the work and support provided to the Special Olympics games by Dr. James Hampsey, Sharon Billings, Nurse Practitioner, and Lorraine Allen, LPN. Ms. Clark shared that these professionals have provided free sports physicals for the students participating in the Special Olympic games for many years.

Mrs. Lerner - 1) Stated that the Board recognized a bus driver and two bus assistants earlier and suggested that framed certificates be prepared for them. 2) Shared that she had the opportunity to judge the History Day at Largo High School. Mrs. Lerner stated that this event was amazing; and, that she judged the middle school documentaries. Mrs. Lerner stated that as we talk about STEM, the importance of teaching history also needs to be stressed. Mrs. Lerner thanked Linda Whitley and Teresa Bergstrom for being involved in this event. 3) Shared that she, also, attended the International World Language Day at Meadowlawn Middle School. Mrs. Lerner thanked Ms. Jan Kucerik for her support and involvement in that event. 4) Encouraged Board Members to visit the Center for Fishing, if they haven't already. Mrs. Lerner stated that there are wonderful things being done there; and, that it is important to allow students the time to be involved in extracurricular activities. Mrs. Lerner also commended Dr. Grego for taking on these important issues. 5) Shared during Ms. Flowers' report that when she visited Bay Point Middle, she was encouraged that the student checking in visitors insisted that Mrs. Lerner show a form of identification that contained a photo, other than district badge, in order to be allowed into the school.

Mrs. O'Shea - 1) Stated that she, too, had participated in the Dr. Suess Read Across America event by reading to two pre-kindergarten classes. Mrs. O'Shea shared that these students thoroughly enjoyed this time and wanted to hear more. 2) Thanked the NAACP for putting on the Town Hall event in south county. 3) Stated that she always receives such a lift when she's in schools and close to the students.

Ms. Flowers - 1) Thanked Dr. Grego and others who supported the Town Hall Meeting in St. Petersburg. 2) Stated that she visited three schools, Morgan Fitzgerald Middle, Gulfport Elementary and Boca Ciega High; and, shared the exciting things she saw at those schools. Ms. Flowers shared that in trying to enter the Boca Ciega campus from the back, she was encouraged to see that the campus was well secured. 3) Shared that she presented at a

Attachment: Regular Meeting 3-12-13 (3906 : Approval of Minutes)

professional women's group where she pitched the Summer Bridge program. Ms. Flowers stated that this group was very excited to hear of this new initiative. 4) Shared that she also met with a group from Progress Energy who questioned how they could help our district. Ms. Flowers stated that she shared with them the opportunity to adopt a school.

Mrs. Wikle - 1) Expressed her agreement with Mrs. Lerner's request that certificates be prepared and provided to the bus driver and the bus assistants who were recognized earlier in this meeting. 2) Gave a shout-out to PCCPTA (Pinellas County Council PTA) for continuing to be advocates for students. 3) Stated that she asked whether the Monday Updates were shared with teachers and received assurance that they were. Mrs. Wikle encouraged teachers to check those updates as, like yesterday's report, they sometimes contain information on grants that are available to teachers and classrooms.

Mrs. Krassner - 1) Gave kudos to Tarpon Springs High School Culinary Arts Program for achieving First Place in a competition against 64 other schools. Mrs. Krassner stated that they received as their prize $200,000 in scholarship dollars. 2) Shared that she attended the All County Music Festival this past Saturday. Mrs. Krassner stated that this was an incredible event; and, that many people spoke of their appreciation for the referendum dollars benefiting our music program. Mrs. Krassner acknowledged Ms. Erica Riggins, Bay News 9, for acting as the emcee for this event. 3) Shared that she, along with Pam Moore and Lori Hefner, attended the Madeira Beach Elementary and Middle School PTA meeting to share information on Common Core and End-of-Year exam. Mrs. Krassner encouraged parents to go to our website to view information regarding these important issues.

Mrs. Cook - 1) Stated that the PTA organization has been mentioned several times this evening. Mrs. Cook thanked Dr. Grego for putting PTA at the forefront and for making them a priority. 2) Stated that the timing of the superintendents' visit to Tallahassee this week and the school boards' next week provides opportunity to percolate the issues important to school districts. Mrs. Cook shared that she has a better feeling going into session this year than in the past. 3) Stated that she represents the Board on the district's website redesign committee; that the committee is moving forward; and, that they will be meeting tomorrow. Mrs. Cook stated that the input provided by the Board at our last meeting was shared with the committee; and, that the committee's effort is to make the website more user-friendly. 4) Stated that the Board's workshop today will begin at 1:00 p.m. 5) Shared that she attended the Value Adjustment Board (VAB) earlier today; and, that the legislation being considered would make it more difficult for VAB to meet in a timely manner. Mrs. Cook explained that the new wording would require that the authority be given over to a magistrate to meet with the membership of VAB, rather than the legal counsel; and, requested that the Board Members keep alert on this potential change.

D. Review of Board Requests

Mr. Bessette offered the following summary of requests presented during this meeting:

1) Staff will prepare and deliver certificates of appreciation to the bus driver and the bus assistants recognized earlier in this meeting.

Attachment: Regular Meeting 3-12-13 (3906 : Approval of Minutes)

E. School Board Meeting Evaluation

The evaluation of the meeting followed the adjournment of the meeting and the results are as follows:

Pluses

- Efficient meeting
- Sound issue fixed
- SR& R report
- Board Reports
- Bus Drivers

Opportunities

- Lack of certificates

XVI. Adjournment

There being no further business to be brought before the School Board, this meeting adjourned at 12:10 p.m.

_____

Chairperson

_____

Superintendent and Ex Officio Secretary

Public Comments

Following the adjournment of the meeting, the following individuals presented their comments:

1. Dan Caccamo

   Mr. Caccamo addressed the Board to state that the School Health Advisory Committee (SHAC) had been created to promote health and academic success through collaboration and partnership. Mr. Caccamo shared that he is a parent of a student at St. Petersburg High School student and a member of the Action for Healthy Kids Executive Committee whose efforts are to update the Board on advocacy and planning initiatives to address child obesity, as well as child wellness and nutrition. Mr. Caccamo applauded the Board and the superintendent for their foresight in including wellness in the 2012/13 Strategic Plan.

This session ended at 12:14 p.m.

Attachment: Regular Meeting 3-12-13 (3906 : Approval of Minutes)

SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA
WORKSHOP – March 12, 2013

The School Board of Pinellas County, Florida, conducted a workshop on Tuesday, March 12, 2013 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 topic was discussed:

- **Sale of Southside Fundamental Property –** Mr. David Koperski presented the following summary on the steps that have taken place to-date regarding the Southside site: A workshop discussion took place on February 21, 2013, during which time the majority of the Board indicated that the process should go forward with the sale, not lease, of this property; the next day, Mr. Bessette, Ms. Dart and Mr. Koperski had a discussion with the charter group to share the direction requested by the Board and to request that they submit their offer; the district staff requested that the 2011 appraisal of property be updated which was performed and came back with a combined appraisal value of $1.435M, $775,000 for the land alone and with improvements taking the value to $1.435M; district staff made several efforts through e-mails and phone calls to receive an offer from the charter group; an offer was finally received the evening of March 11, 2013, for $700,000, saying that their appraisal was returned to them at $505,000; and, according to Mr. Guy Burns, the offer submitted was based on vacant land. Mr. Koperski advised the Board to not get into a discussion at this point regarding a negotiated price; but, requested that the Board allow Dr. Grego, Mr. Bessette, Ms. Dart and him to discuss this further and return to the Board at their April 2nd workshop with their recommendation. Board Members, through consensus, provided Dr. Grego and staff with direction to continue to move forward on this; bring the results of their discussion to the April 2nd workshop; and, place a finalized sale agreement on the agenda of the April 9th Regular Meeting, if warranted.
- **Leadership Discussion:**
  - **Superintendent's Update –**
    1) Shared with the Board that he will have the opportunity to attend the House committee meeting tomorrow to discuss the high school bill. Dr. Grego distributed to the Board relative information produced by Ms. Rita Vasquez and Ms. Judith Vigue. Dr. Grego stated that once the House committee votes on the high school bill tomorrow further action can be taken.
    2) Stated that he and a few other superintendents had a meeting with the new Commissioner of Education yesterday. Mrs. Lerner expressed concern with the requirement of IQ tests being used to set a course of study for all students; and, stated that this needs to be addressed. Mrs. Krassner stressed the need to educate our Legislators on VAM.

Attachment: w13Mar12 (3906 : Approval of Minutes)

- **Mrs. Lerner** – Stated that she serves on the education committee for the Holocaust Museum and that she was asked to arrange a visit for the Board and the Superintendent to tour the museum. Mrs. Lerner suggested April 26th for a quick tour since many of the Board Members and Dr. Grego will be at the Museum of Fine Arts that morning. Board Members agreed to have this scheduled for 9:30 a.m. on April 26th.
- **Mrs. Cook** – Stated that when the Board met with Students Rights & Responsibilities Committee, the students brought up issues related to advanced placement and honor courses. Dr. Grego shared that he and staff are working on this and will provide the Board with an update.
- **Mrs. Cook –** Requested that the Board Members set workshop dates through the summer months. Those finalized workshop dates are as follows: Thursday, June 27th; Tuesday, July 16th; and, Tuesday, August 6th. These dates will be placed on the Board Members' calendars.
- **Mrs. O'Shea –** Stated that many of the Board Members will be traveling to Tallahassee next week and suggested that the Board determine a unified direction regarding the $2500 raise being proposed for all teachers by the Governor. Board Members, through consensus, agreed that should this amount be allocated through the Governor's budget, it should be sent to the districts for an across-the-board distribution. Mr. Koperski reminded them that the monies would still need to go through bargaining with the teachers' union. Mrs. Cook stated that the Consortium will hold their meeting on the evening of Wednesday, March 20th. Mrs. Cook also shared that Mr. Swartzel will be arranging appointments with our legislators for the Board Members who are traveling to Tallahassee; and, that he will meet with the Board Members to determine how the Board should address issues with the legislators.
- **Ms. Flowers** – Stated that she would like to continue the efforts initiated by both Mrs. Mary Brown and Mr. Lew Williams during their tenure on the Board of making sure that the community knows how to do business with the district. Ms. Flowers shared that she had discussed this with Mr. Bessette, Ms. Linda Balcombe and Mr. Ed Ural; and that, as a result, there will be an event on April 15th, 5:30 p.m. to 7:00 p.m., hosted by the Urban League to share information and answer questions. Discussion followed and it was decided that this would be a district-sponsored event; and, that the appropriate district staff will be asked to organize and properly promote this event. Board Members expressed concern that the proper process should be followed by Board Members wishing to organize such an event, specifically bringing their request forward for a workshop discussion first.
- **Mrs. Krassner –** Distributed a sheet of paper listing of links and websites that contain important information for families that appear on our district's website.

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 1:54 p.m.

_____ _____

Chairperson Secretary

/db W13Mar12

Attachment: w13Mar12 (3906 : Approval of Minutes)

04/09/13 10:30 AM

Regular School Board Meeting

301 Fourth Street SW
Largo, FL 33770

Pinellas County Schools

ADOPTED

REQUEST FOR APPROVAL (ID # 3920)

ATTACHMENTS:

- Apr 9 2013 FINAL HR Board Agenda Sets A & B (PDF)

Set A

MEMORANDUM April 9, 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		
Termination		
Retirement	1	A
Instructional		
Appointments of Probationary Contract	29	1-2
Appointments of Annual Contract	16	3-4
Contract Change	1	4
Leaves of Absence	18	4-5
Terminations		
Job Abandonment	1	6
Resignations	27	6-8
Retirements	10	8-9
Adjustments	7	9-10
Payment of Contracted Services	19	10-12
Substitute Appointments	22	12
Extended Learning Appointments	72	13-15
Part Time Hourly	27	15-16
Teaching Out of Field	5	16-17

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: Apr 9 2013 FINAL HR Board Agenda Sets A & B (3920 : Request Approval of Personnel Recommendations)

RECOMMENDATION OF SUPERINTENDENT
ON ADMINISTRATIVE PERSONNEL

2012/2013

April 9, 2013

ADMINISTRATIVE TERMINATION

NAME	POSITION	EFFECTIVE DATE
	Retirement	
Gavin, Thomas A. (W)	Chief of Schools Police, Pinellas County Schools Police Department	March 8, 2013

Attachment: Apr 9 2013 FINAL HR Board Agenda Sets A & B (3920 : Request Approval of Personnel Recommendations)

RECOMMENDATION OF SUPERINTENDENT ON
INSTRUCTIONAL PERSONNEL

2012/2013

April 9, 2013

APPOINTMENTS OF PROBATIONARY CONTRACT

NAME OF TEACHER	COST CENTER	GRADE/SUBJECT	BEGINNING DATE
Blume, Robert D. (W)	Maximo Elementary	Elementary	02/25/13
Buchanan, Allen A. (B)	Bay Point Middle	Language Arts	03/12/13
Collens, Abigail S. (W)	Campbell Park Elementary	Library Media/ Technology Specialist	03/04/13
DeLachapelle, Sara R. (W)	Fairmount Park Elementary	Elementary	02/27/13
Denney, Scott R. (W)	Calvin Hunsinger	Physical Education	02/25/13
Duncan, Lori (W)	Pinellas Virtual K-12	Varying Exceptionalities	03/11/13
Escobar, Mauricio E. (W)	St. Petersburg High	Foreign Language	03/07/13
Ford, Alisha J. (W)	School Social Work/Full Service Schools	Social Work	03/05/13
Frank, Alison A. (W)	Madeira Beach Fundamental	Reading	02/25/13
Garris, Heather M. (W)	Shore Acres Elementary	Elementary	02/27/13
George, Jr., Jeff L. (B)	Lealman Intermediate	Alternative Education	03/05/13
Griffith, Ruth E. (B)	Belleair Elementary	Emotional/Behavioral Disorder	02/19/13
Grubbs, Daniell M. (W)	Palm Harbor University High	Social Studies	01/22/13
Hoops, Danielle L. (W)	Safety Harbor Middle	Physical Education	02/21/13

Attachment: Apr 9 2013 FINAL HR Board Agenda Sets A & B (3920 : Request Approval of Personnel Recommendations)

APPOINTMENTS OF PROBATIONARY CONTRACT

(Continued)

NAME OF TEACHER	COST CENTER	GRADE/SUBJECT	BEGINNING DATE
Hurley, John M. (W)	Hamilton Disston	Emotional/Behavioral Disorder	02/25/13
January, Sally M. (W)	Pinellas Secondary	Social Studies	01/22/13
Kress, Sue M. (W)	Exceptional Student Education	Teacher on Special Assignment	01/22/13
Locascio, Theodore M. (W)	Osceola High	Art	02/19/13
Lumb, Christopher M. (W)	North Shore Elementary	Elementary	02/18/13
Moore, JoAnna M. (W)	Fuguitt Elementary	Varying Exceptionalities	02/25/13
Ogburn, Shirley R. (W)	Ridgecrest Elementary	Gifted	03/11/13
Pace, Kevin T. (W)	Osceola High	Social Studies	03/06/13
Pohley, Cheryl A. (W)	Largo Middle	Science	02/26/13
Richie, Matthew E. (W)	Azalea Middle	Science	02/28/13
Robalino, Alexandra (W)	Dunedin Highland Middle	Foreign Language	03/04/13
Schafer, Dustin S. (W)	Lealman Intermediate	Alternative Education	02/25/13
Sosa-Cook, Laura E. (H)	Madeira Beach Fundamental	Foreign Language	03/04/13
Sponaugle, Kristin E. (W)	Lake St. George Elementary	Kindergarten	02/04/13
Walker, IV, Reginald G. (W)	Fitzgerald Middle	Business Education	03/04/13

Attachment: Apr 9 2013 FINAL HR Board Agenda Sets A & B (3920 : Request Approval of Personnel Recommendations)

APPOINTMENTS OF ANNUAL CONTRACT

NAME OF TEACHER	COST CENTER	GRADE/SUBJECT	BEGINNING DATE
Al, Tara J. (W)	Lynch Elementary	Elementary	03/01/13
Austin, Cristina M. (W)	Communication Disorders	Speech Correction	03/15/13
Brown, Irene D. (W)	Communication Disorders	Visually Impaired	04/02/13
Davidson, Kelly B. (W)	School Social Work/Full Service Schools	Social Work	04/01/13
Gerding, Ruth P. (W)	Melrose Elementary	Elementary	03/04/13
Green, Bonnie A. (W)	Seminole Elementary	Pre K Emotional/Behavioral Disorder	04/24/13
Hinkley, Diana L. (W)	Nina Harris Exceptional Student Educational Center	Visually Impaired	04/23/13
Hood, Michelle R. (B)	Hospital/Homebound	Hospital/Homebound	03/19/13
Jocelyn, Michelle C. (W)	Melrose Elementary	Kindergarten	03/06/13
Kukoleck, Haley M. (W)	Lakewood Elementary	Pre K Handicapped	04/18/13
Lannewehr, Linda A. (W)	Stephens Exceptional Student Education Center	Exceptional Student Education	03/20/13
Miller, Pamela A. (W)	Sandy Lane Elementary	Varying Exceptionalities	04/08/13
Peterson, Scott D. (W)	Osceola High	Varying Exceptionalities	03/06/13
Rushing, Latoyia C. (B)	Fairmount Park Elementary	Elementary	04/01/13

Attachment: Apr 9 2013 FINAL HR Board Agenda Sets A & B (3920 : Request Approval of Personnel Recommendations)

APPOINTMENTS OF ANNUAL CONTRACT

(Continued)

NAME OF TEACHER	COST CENTER	GRADE/SUBJECT	BEGINNING DATE
Stokes, Sarianna K. (W)	Communication Disorders	Speech Correction	03/20/13
Wilson, Rebecca D. (W)	Psychological Services	Psychologist	04/02/13

CHANGE OF CONTRACT STATUS

NAME	COST CENTER	TO	FROM	EFFECTIVE DATE
Conely, Nydia E. (H)	OT-PT/Medicaid	Full Time	6/7 Contract	02/25/13

LEAVES OF ABSENCE

NAME OF TEACHER	COST CENTER	DATES	REASON
Chemnitz, Brandy L.	McMullen Booth Elementary	02/25/13-05/10/13	Maternity/FMLA
Dreaden, Andrea D.	Oldsmar Elementary	03/07/13-06/05/13	Maternity/FMLA
Fernandez, Nina A.	Clearwater Fundamental Middle	03/04/13-05/30/13	Maternity/FMLA
Ferretti, Mary Jo A.	OT-PT/Medicaid	02/21/13-05/21/13	Maternity/FMLA
Glinski, Diana M.	Tarpon Springs High	03/04/13-05/31/13	Maternity/FMLA

Attachment: Apr 9 2013 FINAL HR Board Agenda Sets A & B (3920 : Request Approval of Personnel Recommendations)

LEAVES OF ABSENCE

(Continued)

NAME OF TEACHER	COST CENTER	DATES	REASON
Haynes, Caleshia C.	Gibbs High	01/07/13-03/01/13	Illness/FMLA
Haynes, Richard N.	Clearwater High	01/22/13-03/15/13	Illness/FMLA
Isaacs, Erin M.	Pasadena Fundamental Elementary	02/20/13-05/20/13	Maternity/FMLA
Long, Elizabeth S.	Area 3 Exceptional Student Education	02/19/13-05/17/13	Illness/FMLA
Nicholas, Maxine M.	Boca Ciega High	02/19/13-06/07/13	Maternity
Niven, Heather G.	Ozona Elementary	02/14/13-04/05/13	Illness/FMLA
Painter, Sarah A.	Eisenhower Elementary	03/01/13-05/29/13	Maternity/FMLA
Ryburn, Colleen S.	Carwise Middle	02/28/13-05/24/13	Illness/FMLA
Swonguer, Cara	Clearwater High	02/25/13-06/07/13	Maternity/FMLA
Williamson, Carol J.	Cypress Woods Elementary	03/07/13-06/07/13	Illness/FMLA
Winkler, Barbara C.	Bauder Elementary	01/28/13-06/07/13	Illness/FMLA
Zimmermann, Carl F.	Countryside High	03/04/13-05/03/13	Personal
Zorsky, Elizabeth	Dunedin Highland Middle	02/13/13-04/30/13	Maternity/FMLA

Attachment: Apr 9 2013 FINAL HR Board Agenda Sets A & B (3920 : Request Approval of Personnel Recommendations)

TERMINATIONS

NAME OF TEACHER	COST CENTER	DATE	REASON
	Job Abandonment		
Tannoia, Michelle D. (W)	Northwest Elementary	04/09/13	
	Resignations		
Brock, Melanie D. (W)	East Lake High	03/20/13	Personal
Brousseau, Dana N. (W)	Pasadena Fundamental Elementary	06/07/13	Resigning from leave
Cole, Kara L. (W)	High Point Elementary	06/07/13	Resigning from leave
Dubois, Jill D. (W)	Leila Davis Elementary	06/07/13	Resigning from leave
Dunn, Jonathan J.	Pinellas Park High	03/21/13	Resigned in lieu of recommendation for dismissal
Elkins, Aaron J. (W)	Mildred Helms Elementary	06/07/13	Resigning from leave
Gibson, Kyle (W)	Pinellas Secondary	02/14/13	Resigned in lieu of recommendation for dismissal
Grant, Erin (W)	Ponce de Leon Elementary	06/07/13	Resigning from leave
Hatchell, Stephanie V. (W)	Osceola High	02/22/13	To accept another job outside system
Hummel, Brittany J. (W)	Fuguitt Elementary	06/07/13	Resigning from leave
Lefkowicz, Magen E. (W)	Fitzgerald Middle	03/22/13	Moving

Attachment: Apr 9 2013 FINAL HR Board Agenda Sets A & B (3920 : Request Approval of Personnel Recommendations)

TERMINATIONS

(Continued)

NAME OF TEACHER	COST CENTER	DATE	REASON
	Resignations (Continued)		
Mariano, Jill L. (W)	Southern Oak Elementary	06/07/13	Resigning from leave
Mistretta, Amanda M. (W)	Lakewood Elementary	06/07/13	Resigning from leave
Myers, Beth C. (W)	Gulfport Elementary	06/07/13	Resigning from leave
Oliphant, Kristen D. (W)	Seminole Middle	03/22/13	Resigning from leave
Ostebo, Heather M. (W)	Skycrest Elementary	06/07/13	Resigning from leave
Palazzo, Erika A. (W)	Bay Point Middle	03/05/13	Resigning from leave
Pellicane, Keith J. (W)	Fitzgerald Middle	03/01/13	Moving
Ryan, Terry S. (W)	Fairmount Park Elementary	03/01/13	Probationary employee resignation
Shores, Candice J. (W)	John Hopkins Middle	02/27/13	Personal
Sica, Amy M. (W)	Garrison Jones Elementary	06/07/13	Resigning from leave
Sule, Stephanie A. (W)	Plumb Elementary	06/07/13	Resigning from leave
Torrioni, Katie M. (W)	Tarpon Springs Elementary	06/07/13	Resigning from leave
Tuck, Marian H. (W)	East Lake High	02/01/13	To accept another job outside system
Walls, Melissa M. (W)	Sexton Elementary	06/07/13	Resigning from leave

Attachment: Apr 9 2013 FINAL HR Board Agenda Sets A & B (3920 : Request Approval of Personnel Recommendations)

TERMINATIONS

(Continued)

NAME OF TEACHER	COST CENTER	DATE	REASON
	Resignations (Continued)		
White, Mary (W)	Palm Harbor Middle	03/22/13	To accept another job outside system
Wilson, Nicholas E. (W)	Largo High	03/18/13	To accept another job outside system
	Retirements		
Cole, Lorna J. (W)	Madeira Beach Fundamental	02/15/13	Normal retirement
Dessoffy, Judith A. (W)	Psychological Services	06/07/13	Normal retirement
Elrom, Stella (W)	East Lake High	03/04/13	Retirement from DROP
Etheridge, Sara L. (W)	Brooker Creek Elementary	02/25/13	Retirement from DROP
Hoest, David A. (W)	Northeast High	06/10/13	Retirement from DROP
Huekler, Russell W. (W)	Pinellas Park High	02/08/13	Disability – non job related
Mahoney, Catherine A. (W)	Ridgecrest Elementary	03/08/13	Normal retirement
Phelps, Jr., Rex V. (W)	Clearwater High	03/04/13	Retirement from DROP
Ross, Susan B. (W)	Palm Harbor University High	03/01/13	Retirement from DROP

Attachment: Apr 9 2013 FINAL HR Board Agenda Sets A & B (3920 : Request Approval of Personnel Recommendations)

TERMINATIONS

(Continued)

NAME OF TEACHER	COST CENTER	DATE	REASON
	Retirements (Continued)		
Suarez, Mercedes (H)	Madeira Beach Fundamental	02/28/13	Retirement from DROP

ADJUSTMENTS

NAME OF TEACHER	COST CENTER	ADJUSTMENT
Dunn, Kimberly A.	Sexton Elementary	Adjustment to the January 29, 2013 Board Agenda, Set A: Leaves of Absence; change end date to 06/07/13 from 03/12/13.
Everson, Margaret D.	Curlew Creek Elementary	Adjustment to the January 15, 2013 Board Agenda, Set A: Leaves of Absence; change end date to 03/08/13 from 02/19/13.
Fernandez, Catherine C.	Clearwater Fundamental Middle	Adjustment to the February 12, 2013 Board Agenda, Set A: Leaves of Absence; change end date to 03/28/13 from 03/08/13.
Fievet, Catherine T.	Lynch Elementary	Adjustment to the February 12, 2013 Board Agenda, Set A: Leaves of Absence; change end date to 03/20/13 from 03/01/13.
Jackson, Irie L.	Seminole High	Adjustment to the March 12, 2013 Board Agenda, Set A: Leaves of Absence; change end date to 04/23/13 from 03/28/13.

Attachment: Apr 9 2013 FINAL HR Board Agenda Sets A & B (3920 : Request Approval of Personnel Recommendations)

ADJUSTMENTS
(Continued)

NAME OF TEACHER	COST CENTER	ADJUSTMENT
Humes, Stephanie M.	Belcher Elementary	Adjustment to the January 15, 2013 Board Agenda, Set A: Leaves of Absence; change end date to 06/07/13 from 02/22/13.
Neel, Cynthia L.	Safety Harbor Middle	Adjustment to the February 26, 2013 Board Agenda, Set A: Leaves of Absence; change end date to 06/07/13 from 01/31/13.

PAYMENT TO CONTRACTED SERVICES EMPLOYEES

Funding Source: Band

CLEARWATER HIGH

Judge pre-music performance assessment

Dunsizer, Madeline F	02/19/13 - 02/19/13	$71.50

LARGO MIDDLE

Instrumental coaching

Lewis, Eowyn LF	03/01/13 - 03/05/13	$195.00

Brass instructor for band

Postich, Brad P	02/07/13 - 02/15/13	$546.00

Funding Source: Choral

PINELLAS PARK HIGH

Accompanist for chorus

Fannon, Nancy A	02/18/13 - 05/31/13	$1,200.00

Attachment: Apr 9 2013 FINAL HR Board Agenda Sets A & B (3920 : Request Approval of Personnel Recommendations)

PAYMENT TO CONTRACTED SERVICES EMPLOYEES

(Continued)

Funding Source: Internal School Funds

CLEARWATER HIGH

Private tutor for concert band students

Geisler, John Joseph	02/01/13 - 05/30/13	$800.00

Set up and maintain Clearwater High web site

Kirk, Jodi J	01/21/13 - 04/26/13	$494.00

COUNTRYSIDE HIGH

Assistant coach girls' basketball

Klemmer, Anthony J	10/22/12 - 01/01/13	$700.05

PALM HARBOR UNIVERSITY HIGH

Assistant coach for baseball season

Sciolino, Christopher D	01/14/13 - 05/01/13	$1,500.00

PINELLAS PARK HIGH

Daily supervision and instruction of football weight training and conditioning program after school and film editing

Crawford, Kenneth D	04/01/13 - 04/26/13	$600.00
Solone, Michael Robert	04/01/13 - 04/26/13	$500.00

SEMINOLE HIGH

Rehearsal and performance accompanist for district

SKYVIEW ELEMENTARY

Paint numbers and mascot on outside court

Deering, James R	10/17/12 - 11/01/12	$300.00

ST PETERSBURG HIGH

Assistant baseball coach

St John III, Hugo	01/01/13 - 05/31/13	$300.00

Funding Source: Magnet

ST PETERSBURG HIGH

Assisting the International Baccalaureate class with support to students whose teacher retired on short notice

Obrien, Ana N	03/01/13 - 06/05/13	$980.00
Risco, Rita E	03/01/13 - 06/05/13	$980.00

Attachment: Apr 9 2013 FINAL HR Board Agenda Sets A & B (3920 : Request Approval of Personnel Recommendations)

PAYMENT TO CONTRACTED SERVICES EMPLOYEES

(Continued)

Funding Source: Reimbursable Salary and Fringe

THURGOOD MARSHALL FUND MIDDLE

Accompany students for Florida Bandmasters Association event		
Banks, Kendra J	01/22/13 - 02/10/13	$637.00
Works with clarinet players doing solo ensemble		
Metropoulos, Nikoletta E	01/31/13 - 02/01/13	$130.00
Works with all brass and woodwind students for concert and solo ensemble		
Postich, Brad P	12/17/12 - 12/19/12	$225.00

Funding Source: School Shared Leases

LEALMAN AVE ELEMENTARY

After school music program for students		
Ryan, Teresa L	02/12/13 - 06/06/13	$162.50

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
Abril, Fereniki N	Bell, Darien L
Camp, Matthew W	Cardwell, Joshua L
Diroma, Mary S	Duncan Jr, John T
Evans, Christine W	Finegold, Arthur M
Hagberg, Andrea J	Harrison, Hannah E
Hartnett, Melissa A	Kaalberg, Gloria G
Peterson, Deborah	Plouf, Amy S
Shores, Candice J	Sidote, Thomas J
Stein, Roger R	Swekosky, Jennifer J
Van Buskirk Feldt, Faith K	Waldron, Elizabeth S
Walker, Jane E	Willis, Stacey L

Attachment: Apr 9 2013 FINAL HR Board Agenda Sets A & B (3920 : Request Approval of Personnel Recommendations)

EXTENDED LEARNING PROGRAM APPOINTMENTS

NAME	COST CENTER
Ash, April L	Lakewood Elementary
Barber, Susan C	Oakhurst Elementary
Bellan, Kimberly M	Blanton Elementary
Biama, Brunilda N	Skyview Elementary
Biedermann, Carla G	Sunset Hills Elementary
Bissonnette, Rebecca	Boca Ciega High
Blackham, Sherry L	Sandy Lane Elementary
Bodine, Margaret G	Bayside High
Bumgarner, Jennifer L	Highland Lakes Elementary
Bushery, Jesstina Sonny	Blanton Elementary
Carlson, Ana I	Blanton Elementary
Carson, Shirley A	Blanton Elementary
Chandler, Charissa N	Sandy Lane Elementary
Clark, Jean R	Lakewood Elementary
Connell, Angel C	Blanton Elementary
Costantino, Anne M	Dunedin High
Crowe, Rhiannon M	Garrison Jones Elementary
Cuzzucoli, Gregg M	Oakhurst Elementary
Daily, Suzanne B	Garrison Jones Elementary
Darity, Morgan	Bay Point Middle
Daw, Jessica A	Lakewood Elementary
Ewald, Sally A	Oakhurst Elementary
Fahey, Karen L	Garrison Jones Elementary
Fresia, Michael J	Countryside High
Fryberger, Cristiana N	Blanton Elementary
Fugate, Deborah S	Seminole Elementary
Gaige, Anne Marie C	Garrison Jones Elementary
Gold, Shannen J	Blanton Elementary
Gonzales, Melissa R	Oakhurst Elementary
Gotwald, Gail O	New Heights Elementary
Hall, Donna S	Lakewood Elementary
Henderson, Sarah M	St Petersburg High

Attachment: Apr 9 2013 FINAL HR Board Agenda Sets A & B (3920 : Request Approval of Personnel Recommendations)

EXTENDED LEARNING PROGRAM APPOINTMENTS

(Continued)

NAME	COST CENTER
Henrion, Shelley L	Oakhurst Elementary
Hixson, Kelley M	Boca Ciega High
Izzo, Roseann M	Meadowlawn Middle
Jenkins, Nikita M	James B. Sanderlin Pk-8
Jones, Heather C	Blanton Elementary
Kindig, Melanie	Bayside High
Klawitter, Amy M	Blanton Elementary
Lancheros, Irma L	Pinellas Central Elementary
Langes, Kortney R	Oakhurst Elementary
Lister, Kelley R	Garrison Jones Elementary
Livingston, Melissa A	Blanton Elementary
Lobley, Christine M	Garrison Jones Elementary
Mack, Courtney C	Blanton Elementary
McLaughlin, Brittany N	Garrison Jones Elementary
Menning, Sheila M	Oakhurst Elementary
Mercado, Justin D	Sandy Lane Elementary
Nickse, Janet K	Oakhurst Elementary
Obando, Jennifer	Lakewood Elementary
Ottersbach, Christina M	Ridgecrest Elementary
Peters, Nancy D	Bayside High
Pinder, Matthew F	Palm Harbor University High
Price, Debbie L	Skyview Elementary
Price, Lynn M	Lakewood Elementary
Ramos, Vanessa	Garrison-Jones Elementary
Reynolds, Marion P	Sandy Lane Elementary
Riani, Joann E	Garrison Jones Elementary
Robinson, Jennie A	Ridgecrest Elementary
Roegiers Jensen, Alexis D	Lakewood Elementary
Roth, Kelly Haley	Blanton Elementary
Serra III, Joseph J	Boca Ciega High
Shea, Cigi L	Blanton Elementary

Attachment: Apr 9 2013 FINAL HR Board Agenda Sets A & B (3920 : Request Approval of Personnel Recommendations)

EXTENDED LEARNING PROGRAM APPOINTMENTS

(Continued)

NAME	COST CENTER
Sica, David C	Countryside High
Siemon, Margaret R	Highland Lakes Elementary
Springer, Melissa A	Garrison Jones Elementary
Springer, Michael K	Countryside High
Stanton, Patrice M	Countryside High
Swango, Katie M	Bay Point Middle
Winner, Mikayla C	Madeira Beach Fundamental
Zeitler, Jennifer A	Blanton Elementary
Zwissler, Karen D	Skyview Elementary

PART-TIME HOURLY APPOINTMENTS

NAME	COST CENTER
Boland, Beth L	Palm Harbor Community
Britt, Lawrence W	Tomlinson Adult Learning Center
Campbell, Amanda N	Family & Community Relations
Cohenour, Heather A	Family & Community Relations
Druckamiller, Nicole Lee	Gulfport Elementary
England, Kirsten Kelly	Gulfport Elementary
Gardner, Robin A	Bardmoor Elementary
Geanaros, Rebecca A	Family & Community Relations
Guglielmo, Jill S	Family & Community Relations
Henson, Jeffery P	Tomlinson Adult Learning Center
Hlavacka, Joseph V	pTEC/St Petersburg
Lane, Edward S	Family & Community Relations
Lapham, Keeley D	K-12 Guidance
Little, Katherine A	Family & Community Relations
Lowe, Jennifer Ann	pTEC/St Petersburg
Macona, Charlotte B	Blanton Elementary

Attachment: Apr 9 2013 FINAL HR Board Agenda Sets A & B (3920 : Request Approval of Personnel Recommendations)

PART-TIME HOURLY APPOINTMENTS

(Continued)

NAME	COST CENTER
Marshall, Karen Patricia	Tyrone Middle
Newman, Meghan E	Bardmoor Elementary
Pepe, Nicole C	Family & Community Relations
Poulakidas, Evangelia B	Palm Harbor Community
Pryor, Michelle N	Fairmount Park Elementary
Puhr, Jesse	Family & Community Relations
Richards, Anne	Tomlinson Adult Learning Center
Strand, Rachael A	Tarpon Springs Elementary
Ward, Courtney D	K-12 Guidance
Wilkinson, Nicole E	Family & Community Relations
Zwissler, Karen D	Family & Community Relations

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
Hamilton Disston	
Hurley, John Michael	Middle Grades Science, English & Social Studies
New Heights Elementary	
Humesky, Natalie F.	Pre K Disabilities

Attachment: Apr 9 2013 FINAL HR Board Agenda Sets A & B (3920 : Request Approval of Personnel Recommendations)

TEACHERS OUT-OF-FIELD

(Continued)

COST CENTER/TEACHER	SUBJECT
Nina Harris Exceptional Student Educational Center	
Thonen, Douglas A.	Elementary Education & Autism Spectrum Disorder
Pinellas Secondary	
January, Sally M.	Social Science
Paige, Charles F.	Reading

APPROVED: _____

Michael A. Grego, Ed.D.
Superintendent of Schools

Attachment: Apr 9 2013 FINAL HR Board Agenda Sets A & B (3920 : Request Approval of Personnel Recommendations)

Set B

MEMORANDUM April 9, 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

		Page
Supporting Services		
Appointments	16	1-2
Part Time Appointments	10	2
Substitute Appointments	26	3
Status Changes	42	3-7
Job Changes	13	7-8
Cost Center Changes	7	8-9
Terminations:		
Job Abandonment	1	9
Probationary Dismissal	1	9
Resignations	21	9-10
Retirements	9	11
Adjustments	3	12

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: Apr 9 2013 FINAL HR Board Agenda Sets A & B (3920 : Request Approval of Personnel Recommendations)

RECOMMENDATION OF SUPERINTENDENT
ON SUPPORTING SERVICES

2012-2013

April 9, 2013

APPOINTMENTS

NAME OF EMPLOYEE	COST CENTER	POSITION	START DATE
Carstarphen, Amanda O. (B)	Azalea Middle	ESE Associate	02/27/13
Catlin, Jason R. (W)	High Point Elementary	ESE Associate	02/27/13
Comiskey, Nancy M. (W)	Seventy-Fourth Street Elementary	ESE Associate	02/27/13
Davis, William H. (W)	East Lake High	Plant Operator	02/27/13
Douglas, Maranda S. (B)	Ridgecrest Elementary	Teacher Assistant	03/06/13
Evancho, Marianne (W)	Bear Creek Elementary	Teacher Assistant	03/06/13
Florence, Zema J. (B)	Bayside High	Plant Operator	03/06/13
Gonzalez, Evelyn (H)	High Point Elementary	ESE Associate	02/27/13
Jahoda, Kelly M. (W)	Plumb Elementary	Teacher Assistant	03/06/13
Macke, Jennifer A. (W)	Nina Harris Exceptional Student Educational Center	ESE Associate	03/06/13
Murphy, Kevin (W)	Maintenance	Heating/Air Conditioning Mechanic-Journeyman Intern	02/20/13
Peliyagoda, Sudarshana B. (A)	Countryside High	ESE Associate	02/21/13
Phillips, Robert D. (W)	Nina Harris Exceptional Student Educational Center	ESE Associate	02/27/13
Riley, Laronda (B)	New Heights Elementary	ESE Associate	02/25/13

Attachment: Apr 9 2013 FINAL HR Board Agenda Sets A & B (3920 : Request Approval of Personnel Recommendations)

APPOINTMENTS
(Continued)

NAME OF EMPLOYEE	COST CENTER	POSITION	START DATE
Ross, Melissa A. (W)	Pinellas Central Elementary	ESE Associate	03/06/13
Wise, Denia D. (B)	Melrose Elementary	Teacher Assistant	02/27/13

PART-TIME APPOINTMENTS

NAME OF EMPLOYEE	COST CENTER	POSITION	START DATE
Alston, Pamela A. (W)	Bear Creek Elementary	Clerical Assistant	03/06/13
Avila, Anel A. (H)	Pinellas Park High	Family & Community Liaison	03/06/13
Bench, Bette L. (W)	Marjorie Kinnan Rawlings Elementary	Teacher Assistant	02/27/13
Boria, Heidi C. (W)	Lynch Elementary	ESE Associate Temp	02/20/13
Gauzens, Joanne B. (W)	Dunedin High	Family & Community Liaison	02/27/13
Gonxhi, Eqerem (W)	Coachman Service Center	Plant Operator	02/20/13
Johnson, Cathy M. (W)	Gulfport Elementary	ESE Associate	03/06/13
Morgan, Jessica A. (W)	Fuguitt Elementary	ESE Associate Temp	03/06/13
Ware, Donquan M. (B)	John Hopkins Middle	Family & Community Liaison	03/06/13
Whiteman, Rosann E. (W)	Starkey Elementary	ESE Associate	02/27/13

Attachment: Apr 9 2013 FINAL HR Board Agenda Sets A & B (3920 : Request Approval of Personnel Recommendations)

SUBSTITUTE APPOINTMENTS

NAME	NAME	NAME
Countywide Food Service Assistants		
Davis, Lakesha R.	Fach, James R.	Hill, Pamela T.
Josi, Matthew G.	Mancini, Randi B.	Mayer, Luz M.
Roman, Jennifer		
Countywide Assistants/Clerical		
Blackburn, Devon M.	Bryant, Jharryle C.	Churchill, Mary Ann
Davidson, Jody I.	Hijazi, Khadije A.	Van Aulen, Elaine M.
Countywide Plant Operators		
Chase, Shawn M.	Colbath, Brian A.	DeMartino, William J.
Dotson, David J.	Espinoza, Eric E.	Geissler, Jill E.
Jelic, Dragan	McCullough, David J.	Meacham, Brent A.
Takach, Steven A.	Whitcomb, Mitchell L.	White, Debra S.
Wynn, Aram E.		

STATUS CHANGES

NAME OF EMPLOYEE	TO POSITION/COST CENTER	FROM POSITION/COST CENTER	DATE
Beckers, Elizabeth A. D.	School Bookkeeper I FT Safety Harbor Middle	Clerical Substitute Class I Human Resources	03/11/13
Bowen, Nicole L.	ESE Associate FT Skyview Elementary	Classroom Assistant Substitute Human Resources	03/04/13
Bryant, Jharryle C.	ESE Associate FT Northwest Elementary	Classroom Assistant Substitute Human Resources	03/05/13
Burger, Nancy L.	Food Service Assistant PT Fitzgerald Middle	Food Service Assistant Substitute Food Services	02/25/13

Attachment: Apr 9 2013 FINAL HR Board Agenda Sets A & B (3920 : Request Approval of Personnel Recommendations)

STATUS CHANGES
(Continued)

NAME OF EMPLOYEE	TO POSITION/COST CENTER	FROM POSITION/COST CENTER	DATE
Chinea-Miro, Maria D.	ESE Associate FT Eisenhower Elementary	Classroom Assistant Substitute Human Resources	02/25/13
Chumley, Carrie A.	Pending Placement Employee Human Resources	Plant Operator McMullen Booth Elementary	03/07/13
Cooper, Brian E.	Clerical Assistant PT Boca Ciega High	Alternative Staff Lakewood High	02/25/13
Faircloth, Jonathon A.	Plant Operator FT Blanton Elementary	Plant Operator Substitute Human Resources	02/25/13
Ford, Charles J.	Property Control Clerk Auditing & Property Records	ESE Associate Dixie Hollins High	03/11/13
Fowler, Tina M.	Food Service Assistant FT Dixie Hollins High	Food Service Assistant Substitute Food Services	02/25/13
Fromentin-Collins, Faola	Food Service Assistant PT Dunedin High	Food Service Assistant Substitute Food Services	02/25/13
Furlott, Jennifer R.	Senior Human Resources Specialist (R/R) Professional Development	Educational Diagnostician Diagnostic Services	03/18/13
Gainer, Kenneth L.	Plant Operator FT Lake St. George Elementary	Plant Operator Substitute Human Resources	03/18/13

Attachment: Apr 9 2013 FINAL HR Board Agenda Sets A & B (3920 : Request Approval of Personnel Recommendations)

STATUS CHANGES
(Continued)

NAME OF EMPLOYEE	TO POSITION/COST CENTER	FROM POSITION/COST CENTER	DATE
Gil, Humilse S.	Food Service Assistant PT New Heights Elementary	Food Service Assistant Substitute Food Services	02/25/13
Hadley, Jannese	Food Service Assistant PT Meadowlawn Middle	Food Service Assistant Substitute Food Services	02/25/13
Harteis, Reed H.	Food Service Assistant PT Skyview Elementary	Food Service Assistant Substitute Food Services	02/25/13
Jackson, Carla J.	Data Management Technician Northeast Community	Secretary II Pre-Kindergarten Handicapped	03/11/13
Jennings, Elizabeth F.	Secretary II Pre-Kindergarten Handicapped	Clerk Typist II FDLRS Gulfcoast Association Center	03/11/13
Jones, Valerie R.	Clerical Assistant PT Doug Jamerson Elementary	Classroom Assistant Substitute Human Resources	02/25/13
Joy, Laura A.	Clerical Assistant PT Mildred Helms Elementary	Data Management Technician FT Mildred Helms Elementary	03/04/13
Mickey, Jennifer L.	ESE Associate FT Calvin Hunsinger	Teacher Substitute Human Resources	03/04/13
Mohamed, Bibi A.	Food Service Assistant PT New Heights Elementary	Food Service Assistant Substitute Food Services	02/25/13
Moore, Kathleen M.	Data Management Technician Mildred Helms Elementary	ESE Associate Plumb Elementary	03/04/13

Attachment: Apr 9 2013 FINAL HR Board Agenda Sets A & B (3920 : Request Approval of Personnel Recommendations)

STATUS CHANGES
(Continued)

NAME OF EMPLOYEE	TO POSITION/COST CENTER	FROM POSITION/COST CENTER	DATE
Neuscheler, Krystine M.	ESE Associate FT Southern Oak Elementary	ESE Associate PT Southern Oak Elementary	03/11/13
Nigro, William J.	Night Foreman II Northwest Elementary	Plant Operator Osceola High	02/25/13
Northrup, Shan	ESE Associate Hospital/Homebound	Teacher Assistant Eisenhower Elementary	03/04/13
Outlaw, Tiffiny L.	Clerical Assistant PT Seminole High	ESE Associate FT Seminole High	03/11/13
Parker, Amanda	Food Service Assistant PT Seminole High	Food Service Assistant Substitute Food Services	02/25/13
Piwowarczyk, Diane E.	Pending Placement Employee Human Resources	ESE Associate Clearwater High	02/26/13
Richardson, Shirley A.	Food Service Assistant PT Boca Ciega High	Food Service Assistant Substitute Food Services	02/25/13
Rueter, Renate C.	ESE Associate PT pTEC/St Petersburg	Classroom Assistant Substitute Human Resources	03/06/13
Schell, Catherine A.	Food Service Assistant FT Clearwater High	Food Service Assistant PT Clearwater High	02/25/13
Shepherd, Debra A.	Clerk Typist I FT Oakhurst Elementary	Clerical Assistant PT Seminole High	03/11/13
Sherman, Tayla D.	Data Management Technician FT Seminole Elementary	Family & Community Liaison PT Temp Seminole Elementary	03/04/13

Attachment: Apr 9 2013 FINAL HR Board Agenda Sets A & B (3920 : Request Approval of Personnel Recommendations)

STATUS CHANGES
(Continued)

NAME OF EMPLOYEE	TO POSITION/COST CENTER	FROM POSITION/COST CENTER	DATE
Sokolowski, Kristina M.	Clerk Typist Evening PT Temp K-12 Guidance	Clerk Typist Evening PT K-12 Guidance	02/28/13
Swann, Cynthia R.	Pending Placement Employee Human Resources	Food Service Assistant Seminole Elementary	03/04/13
Tartaglia, Jacqueline A.	Food Service Assistant PT Stephens Exceptional Student Education Center	Food Service Assistant Substitute Food Services	02/25/13
Walker, Pamela	Food Service Assistant PT New Heights Elementary	Food Service Assistant Substitute Food Services	02/25/13
Weaver, Jody L.	Data Management Technician FT Safety Harbor Middle	Clerical Substitute Class I Human Resources	03/04/13
Wright, Rachel C.	Interpreter for Deaf/Hard of Hearing II FT Meadowlawn Middle	Interpreter for Deaf/Hard of Hearing I Substitute Communication Disorders	02/19/13
Yagle, Ann N.	Paraprofessional FT Madeira Beach Fundamental	ESE Associate PT Madeira Beach Fundamental	03/04/13
Zayas, Robert J.	Night Foreman II Bayside High	Plant Operator Dunedin High	03/18/13

JOB CHANGES ONLY

NAME OF EMPLOYEE	TO	FROM	DATE
Attinella, Kristen S.	Assistant Manager Health Services	Registered Nurse	03/11/13

Attachment: Apr 9 2013 FINAL HR Board Agenda Sets A & B (3920 : Request Approval of Personnel Recommendations)

JOB CHANGES ONLY
(Continued)

NAME OF EMPLOYEE	TO	FROM	DATE
Coco, Maria L.	Food Service Specialist	Food Service Specialist Intern	02/22/13
Flores Ortiz, Eileen	Food Service Specialist	Food Service Specialist Intern	02/22/13
Geldern, Natalie A.	Certification Clerk	Clerk Specialist II	03/04/13
Harrison, Brent H.	Paraprofessional	ESE Associate	03/11/13
Howard, Bradley D.	Small Engine Mechanic-Journeyman	Small Engine Mechanic-Journeyman Intern	03/25/13
Johnson, Craig L.	Plant Operator	Food Service Assistant	03/04/13
Lloyd, Cynthia A.	School Office Clerk I	ESE Associate	02/27/13
Noeske, John A.	Food Service Specialist	Food Service Specialist Intern	03/05/13
Parks, Harold E.	Night Foreman II	Plant Operator	03/04/13
Senn, Heather M.	Food Service Specialist	Food Service Specialist Intern	02/22/13
Somanath, Karen T.	Family & Community Liaison	ESE Associate	02/25/13
Tjia Lim, Amy A.	Food Service Specialist	Food Service Specialist Intern	03/01/13

COST CENTER CHANGES ONLY

NAME OF EMPLOYEE	TO	FROM	DATE
Bathurst, Kimberley R.	Largo Middle	Nina Harris Exceptional Student Educational Center	03/18/13

Attachment: Apr 9 2013 FINAL HR Board Agenda Sets A & B (3920 : Request Approval of Personnel Recommendations)

COST CENTER CHANGES ONLY
(Continued)

NAME OF EMPLOYEE	TO	FROM	DATE
Calhoun, Alvester D.	Fitzgerald Middle	Azalea Middle	04/01/13
Cembrale, Lynne M.	Palm Harbor University High	Sutherland Elementary	03/05/13
Fischer, Douglas P.	Palm Harbor University High	Lake St. George Elementary	03/13/13
France, Ruth A.	Ridgecrest Elementary	Seminole Middle	04/01/13
Robinson, Demetria M.	Dropout Prevention	Bayside High	04/01/13
Session Jr., Larry	Clerk Specialist I	Clerk Typist I	03/11/13

TERMINATIONS

NAME OF EMPLOYEE	COST CENTER	DATE	REASON
	Job Abandonment		
Kerns, Lisa D. (W)	Transportation	04/09/13	
	Probationary Dismissal		
Sills, Tommy L. (W)	Palm Harbor University High	04/09/13	
	Resignations		
Burns, Cristen J. (W)	Oakhurst Elementary	03/12/13	Probationary employee resignation
Christy, Tina M. (W)	Stephens Exceptional Student Education Center	02/22/13	To accept another position
Dacic, Zeljka R. (W)	Safety Harbor Middle	02/28/13	Health

Attachment: Apr 9 2013 FINAL HR Board Agenda Sets A & B (3920 : Request Approval of Personnel Recommendations)

TERMINATIONS
(Continued)

NAME OF EMPLOYEE	COST CENTER	DATE	REASON
	Resignations (Continued)		
DeSantis, Robert (W)	Pre K-12 Extra Curricular Student Activities	03/06/13	Probationary employee resignation
Eshleman, Diana R. (W)	Stephens Exceptional Student Education Center	03/07/13	Probationary employee resignation
Gentile, Joseph J. (W)	Southern Oak Elementary	03/04/13	Dissatisfied with pay
Gonzalez, Evelyn (H)	High Point Elementary	02/28/13	Personal
Hires, James D. (B)	Bay Point Elementary	03/21/13	Resigned in lieu of recommendation for dismissal
Marquez, Susana E. (H)	Pre K-12 World Languages/ESOL	02/19/13	Personal
McKelvey, Beverly G. (W)	Northeast Community	08/24/12	End of project
Nardozzi, Kristen E. (W)	Bear Creek Elementary	03/01/13	Moving
Ortega, Vanessa B. (W)	Cypress Woods Elementary	02/15/13	Moving
Parker, Sheila D. (B)	Sanders Exceptional	02/22/13	Health
Perretti, Lore M. (W)	Human Resources	02/27/13	Personal
Picone, Cathy T. (W)	Transportation	02/20/13	Personal
Rope, Maria (B)	Nina Harris Exceptional Student Educational Center	03/08/13	Resigned under investigation

Attachment: Apr 9 2013 FINAL HR Board Agenda Sets A & B (3920 : Request Approval of Personnel Recommendations)

TERMINATIONS
(Continued)

NAME OF EMPLOYEE	COST CENTER	DATE	REASON
	Resignations (Continued)		
Russo-Wells, Rosemary (W)	Meadowlawn Middle	03/01/13	To accept another position
Smilko, Monica (W)	Transportation	02/22/13	Moving
Timmons, Preston L. (B)	Transportation	02/28/13	Health
Vandurme, Amy D. (W)	Blanton Elementary	03/01/13	To accept another position
Wincelowicz, Loretta E. (W)	Human Resources	02/27/13	Personal
	Retirements		
Brown, Jean W. (W)	Human Resources	02/28/13	Retirement from Investment Plan
Bregu, Selam (W)	Bayside High	02/22/13	Retirement from Investment Plan
Burgess, Wanda K. (B)	Campbell Park Elementary	05/31/13	Normal retirement
Jarrett, Martha A. (W)	Auditing & Property Records	03/29/13	Retirement from DROP
Scott, Annie (B)	Ridgecrest Elementary	04/01/13	Retirement from DROP
Smith, Gloria C. (W)	Professional Development	02/28/13	Retirement from DROP
Somers, Dianna R. (W)	Cross Bayou Elementary	03/01/13	Retirement from DROP
Waluk, Stephen H. (W)	Safety Harbor Elementary	11/08/12	Disability – job related
White Jr., Freddie L. (B)	Gulfport Elementary	03/22/13	Retired under investigation

Attachment: Apr 9 2013 FINAL HR Board Agenda Sets A & B (3920 : Request Approval of Personnel Recommendations)

ADJUSTMENTS

NAME OF EMPLOYEE	COST CENTER	ADJUSTMENT
Makuchan, Richard P.	Sanders Exceptional	Adjustment to the February 12, 2013 Board Agenda, Set B; Terminations: Change date to 02/15/13 from 01/31/13.
Nagy, Joann A.	Human Resources	Adjustment to the March 12, 2013 Board Agenda, Set B, Supporting Services Status Changes: Change date to 02/19/13 from 02/18/13.
Newman, Kimberly D.	Risk Management and Insurance	Adjustment to the February 26, 2013 Board Agenda, Set B, Supporting Services Status Changes: Change date to 03/04/13 from 02/18/13.

APPROVED:_____
Michael A. Grego, Ed.D.
Superintendent of Schools

Attachment: Apr 9 2013 FINAL HR Board Agenda Sets A & B (3920 : Request Approval of Personnel Recommendations)

04/09/13 10:30 AM
Regular School Board Meeting
301 Fourth Street SW
Largo, FL 33770

Pinellas County Schools

ADOPTED

REQUEST FOR APPROVAL (ID # 3901)

April 9, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval to Revise and/or Create the Following Job Descriptions, Which Will be Effective July 1, 2012:

- Supervisor, Professional Development to *Professional Development Specialist* PTS (E07)
- Senior Auditor PTS (E04)
- Senior Human Resources Specialist (Retention/Recruitment) to *Senior Human Resources Coordinator* PTS (E04)
- Police Dispatcher PBA (D11)

BACKGROUND:
With the Florida Association of District School Superintendents (FADSS) recommendations and the Board approved proposed organizational charts, the review and revision of all job descriptions has started and will continue under the guidelines of the Compensation Comprehensive Action Plan.
STRATEGIC DIRECTION/GOAL: Managing Systems for Effective and Efficient Operations

ALTERNATIVES:
1. Approve the revisions and creation of the job descriptions
2. Do not approve the revisions and creation of the job descriptions

RECOMMENDATION:
Alternative #1 is recommended

RATIONALE:
The Compensation Comprehensive Action Plan was designed to review, update, and revise all job classifications. This will assure that Pinellas County School Board job descriptions reflect the updated titles, major functions, essential responsibilities, qualifications, and pay grades, including who the individuals report to and supervise. This will eliminate the possibility of the duplication of efforts and define and delineate position roles and responsibilities.

IMPACT STATEMENT:
No impact to funding

DATA SOURCE:
All applicable individuals currently in the position and their administrator
Carmen Kizer, Senior Compensation Analyst

Lill McKendry, Compensation Analyst

SUBMITTED BY:
Ron Ciranna, J.D., Chief of Human Resources Services

ATTACHMENTS:

- 1 Professional Development Specialist PTS (PDF)
- 2 Senior Auditor PTS (PDF)
- 3 Senior Human Resources Coordinator PTS (PDF)
- 4 Police Dispatcher - PBA (PDF)

PINELLAS COUNTY SCHOOL DISTRICT, FLORIDA

PCSB: 0689
Pay Grade: ~~C~~E07

FLSA: Exempt
PTS

~~SUPERVISOR,~~ PROFESSIONAL DEVELOPMENT SPECIALIST

REPORTS TO:
Director, Professional Development

SUPERVISES:
Support staff

QUALIFICATIONS:
Bachelor's degree from an accredited college or university and five (5) years of progressively responsible related professional and/or educational experience. Demonstrated experience in organizing and coordinating programs or processes. ~~Master's degree with Florida Certification in Administration/Supervision, Educational Leadership, School Principal, or an equivalent certification as defined by the Florida Department of Education. Five (5) years related professional experience~~. Demonstrated awareness of contemporary trends and programs in professional development. Demonstrated experience in planning and organizing professional development training. Demonstrated knowledge of the school improvement and quality movement.

PREFERRED:
Master's degree with Florida Certification in ~~Administration/Supervision~~, Educational Leadership, ~~School Principal~~, or an equivalent certification as defined by the Florida Department of Education. ~~Background in assessment centers as an evaluator of administrative, leadership and managerial assessments.~~ Knowledge and expertise in adult learning theory. Experience as a school-based administrator.

MAJOR FUNCTION

This is an administrative and supervisory position that reports directly to the ~~Assistant Superintendent, Organizational Instructional and Student Support or designee~~ Director, Professional Development. This position requires leadership responsibility for assisting with the districtwide responsibility for professional development aligned to the district strategic plan. The position also requires leadership for management of the district's professional development. This includes the planning, organization, communication, and evaluation of all program components related to the education and development of all district employees. Responsibility includes the supervision of the professional development staff~~,~~ and other personnel as assigned by the ~~Assistant Superintendent, Organizational Instructional and Student Support or designee and the professional development activities of all site-based Academy for Leadership Development facilitators.~~ Director, Professional Development.

ESSENTIAL RESPONSIBILITIES

- Assists the Director, Professional Development. ~~Assistant Superintendent, Organizational Instructional and Student Support or designee~~ in the coordination and alignment of the work of the Professional Development Department
- Assists the Director, Professional Development ~~Assistant Superintendent, Organizational Instructional and Student Support~~ or designee in the establishment and alignment of standards for employee development systems with the district strategic directions, goals, and core values
- Acts as a strategic consultant to schools, areas, divisions, departments, and to selected external customers
- Communicates, manages, coordinates, and facilitates the delivery of professional ~~education~~ learning opportunities for all district personnel
- Allocates resources to plan and facilitate implementation of ~~all~~ training ~~and implementation~~ throughout the district

Attachment: 1 Professional Development Specialist PTS (3901 : Request Approval to Revise And/Or Create the Following Job Descriptions)

~~SUPERVISOR,~~ PROFESSIONAL DEVELOPMENT SPECIALIST

ESSENTIAL RESPONSIBILITIES (Continued)

- Assists with the management of all professional development operations
- Provides leadership in the implementation of the Professional Development~~'s~~ Department goals
- ~~Serves on the Professional Development Advisory Council~~
- ~~Plans Professional Development meetings and directs/coordinates activities of the Professional Development Advisory Council~~
- ~~Works with the Council to develop, implement, and evaluate a model for Academy operation~~
- ~~Utilizes needs assessments in order to provide appropriate education for all Academy client groups~~
- Provides systematic evaluation and analysis of the effectiveness of ~~Academy training~~ professional learning activities and programs
- ~~Prepares and recommends the Academy's budget in collaboration with client groups and Professional Development Advisory Council~~
- ~~Manages the Professional Development finances, including the budget and record keeping processes~~
- ~~Authorizes and monitors~~ Participates in the professional development ~~expenditures~~ budget planning and recordkeeping processes
- Collaborates with Pinellas Classroom Teachers Association (PCTA) in the delivery of professional development to all employee groups
- Maintains district ~~Academy education~~ professional development records in compliance with federal, state, and local requirements
- Provides direction and supervision in the planning, development, and implementation of the district's Master Inservice Plan in accordance with Florida Law and State Board Rules
- Approves Master Inservice Plan components; develops criteria for Master Inservice Plan components; and compiles and submits to the Florida Department of Education the Master Inservice Plan and the five-year plan for professional development
- Performs duties necessary to obtain external grants/endowments for the ~~center~~ department
- Develops programs and activities that reflect input from needs assessments, advisory council members, program directors, teachers, administrators, parents, and business leaders
- Administers, directs, and coordinates program components of ~~the~~ professional development related to support services training, teacher training, management training, leadership development, restructuring, school improvement, and state-mandated programs
- Provides leadership in working with principals and district-level staff in planning and implementing district training programs and addressing related district goals and objectives
- Promotes innovative approaches in education that significantly restructure the teaching/learning process
- Establishes the Professional Development Department as the nucleus of communication for all district professional ~~education~~ learning.
- Acts as a liaison between the Professional Development Department and the Florida Department of Education in fulfilling criteria of state law and FLDOE regulations
- Interfaces with the business community, institutions of higher learning, and professional organizations ~~to identify Academy education materials and resources that can be shared~~
- Serves as ~~the~~ a school district liaison for effective communication of the professional development objectives and programs to the local and broader community
- Disseminates information regarding district training, certification requirements, and available resources
- Supervises ~~center~~ staff and other personnel as assigned by the ~~Assistant Superintendent, Organizational Instructional and Student Support or designee~~ Director, Professional Development
- ~~Oversees the site-based Academy education facilitators program~~
- ~~Coordinates district and adjunct trainers not assigned to the center~~
- Coordinates development and implementation of evaluation systems
- Coordinates external training consultants
- Performs other related duties as required

Attachment: 1 Professional Development Specialist PTS (3901 : Request Approval to Revise And/Or Create the Following Job Descriptions)

~~SUPERVISOR,~~ PROFESSIONAL DEVELOPMENT SPECIALIST

TERMS OF EMPLOYMENT
Salary and benefits shall be paid consistent with the district's approved compensation plan. Length of the work year and hours of employment shall be established by the District. *Performance of the job will be evaluated in accordance with provisions of the School Board's policy on evaluation of personnel.* *The above statements are intended to describe the general nature and level of work being performed by employees assigned to this classification. They are not intended to be construed as an exhaustive list of all responsibilities and duties required of those in this classification.*
HISTORY OF JOB CLASSIFICATION
ISSUED: 7/03 AK; BOARD APPROVED: 7/29/03; REVISED FORMAT, SALARY SCHEDULE, TITLE, QUALS, MF, ER, ADA, 3/13 LM; BOARD APPROVED:

Attachment: 1 Professional Development Specialist PTS (3901 : Request Approval to Revise And/Or Create the Following Job Descriptions)

~~SUPERVISOR,~~ PROFESSIONAL DEVELOPMENT SPECIALIST

WORKING CONDITIONS & PHYSICAL EFFORT:	Seldom Or Never	Monthly	Weekly	Daily	Hourly
1. Lift objects weighing up to 20 pounds		X			
2. Lift objects weighing 21 to 50 pounds	X				
3. Lift objects weighing 51 to 100 pounds	X				
4. Lift objects weighing more than 100 pounds	X				
5. Carry objects weighing up to 20 pounds	X				
6. Carry objects weighing 21 to 50 pounds	X				
7. Carry objects weighing 51 to 100 pounds	X				
8. Carry objects weighing 100 pounds or more	X				
9. Standing up to one hour at a time				X	
10. Standing up to two hours at a time		X			
11. Standing for more than two hours at a time		X			
12. Stooping and bending			X		
13. Ability to reach and grasp objects					X
14. Manual dexterity or fine motor skills					X
15. Color vision, the ability to identify and distinguish colors		X			
16. Ability to communicate orally					X
17. Ability to hear					X
18. Pushing or pulling carts or other such objects			X		
19. Proofreading and checking documents for accuracy					X
20. Using a computer to enter and transform words or data					X
21. Using various technology tools					X
22. Working in a normal office environment with few physical discomforts					X
23. Working in an area that is somewhat uncomfortable due to drafts, noise, temperature variation, or other conditions	X				
24. Working in an area that is very uncomfortable due to extreme temperature, noise levels, or other conditions	X				
25. Working with equipment or performing procedures where carelessness would probably result in minor cuts, bruises or muscle pulls	X				
26. Operating automobile, vehicle, or van	X				
27. Other physical, mental or visual ability required by the job	X				

Attachment: 1 Professional Development Specialist PTS (3901 : Request Approval to Revise And/Or Create the Following Job Descriptions)

PINELLAS COUNTY SCHOOL DISTRICT, FLORIDA

PCSB: 6435 FLSA: Exempt
Pay Grade: ~~C04~~ E04

SENIOR AUDITOR

REPORTS TO:
Director, Auditing and Property Records

SUPERVISES:
Not Applicable

QUALIFICATIONS:
Bachelor's degree from an ~~four-year~~ accredited college or university with a major in accounting or related field plus three (3) years of progressively responsible related experience. ~~governmental-type auditing experience or an equivalent combination of education, training and related experience.~~ Demonstrated proficiency in computer software spreadsheets and word processing programs. Possession of a valid state of Florida Class E noncommercial driver's license.

PREFERRED:
Experience in public school finance or governmental accounting. CPA designation. Demonstrated computer skills with emphasis on personal computers and related software, in particular Excel.

MAJOR FUNCTION

Performs highly responsible professional duties conducting audits of internal funds and food service programs in schools. Audits all accounts and assumes a leadership role. Evaluates degree of internal control exercised by each principal and the overall fiscal program in terms of sound management principles. Performs analytical work involving the interpretation of financial data and translating into meaningful information for communication purposes. Work is performed independently with consistent exercise of discretion and judgment and is reviewed through conferences and reports.

ESSENTIAL RESPONSIBILITIES

- Plans and conducts internal audits in order to review the reliability and integrity of financial and operating information and the means used to identify, measure, classify, and report such information
- Oversees the audits of school internal accounts
- Provides process review of auditing procedures and audit reports format and content
- Applies governmental auditing standards, practices, and procedures to School Board audit processes
- Examines, analyzes, and tests financial records and operational areas to ensure conformity with generally accepted accounting principles (GAAP)
- Visits schools periodically to conduct continuous audit
- Audits all accounts according to prescribed auditing standards; reviews all records for compliance with School Board policies, state laws, and Florida Department of Education regulations
- Instructs principals and bookkeepers in accounting procedures and School Board policies; confers with principals to suggest ways to strengthen financial management program.
- Applies knowledge of current accounting practices, procedures, and principles in analyzing, interpreting, translating, and communicating with full disclosure, the financial position and results of financial operations of related funds and account groups; prepares and submits corresponding financial reports.
- Applies knowledge of auditing~~,~~ of School Board policies~~,~~ and state rules and regulations
- Utilizes state chart of accounts in the preparation of revenue and expenditure statements and reports by fund

Attachment: 2 Senior Auditor PTS (3901 : Request Approval to Revise And/Or Create the Following Job Descriptions)

SENIOR AUDITOR

ESSENTIAL RESPONSIBILITIES (Continued)
• Develops information and reports for management's use in financial decision-making • Utilizes microcomputer software applications as necessary in developing financial statements, spreadsheets, and reports • Assists in reviewing and writing final audit reports and audit rebuttals to the schools • Maintains neat, accurate, detailed, and comprehensive papers in proper form with understandable notes in such a manner as to assure final report reflects facts and conditions at a given time • Assists school bookkeepers with school accounting software and accounting activities as needed • May act as liaison with accounting software vendor • Communicates with governmental agencies to provide clarity and consistency of application of bookkeeping, auditing, sales tax collection, and other processes • Prepares periodic written reports to inform Director, Auditing and Property Records of any problems encountered • Prepares concise reports; makes mathematical calculations rapidly and accurately; diagnoses questionable practices and determines accuracy • Performs the responsibilities of audit team leader, which includes assigning tasks, giving direction, counseling, reviewing work, and training staff • May provide microcomputer support to members of the auditing staff • Performs related work as required
TERMS OF EMPLOYMENT
Salary and benefits shall be paid consistent with the district's approved compensation plan. Length of the work year and hours of employment shall be established by the District. *Performance of the job will be evaluated in accordance with provisions of the School Board's policy on evaluation of personnel.* *The above statements are intended to describe the general nature and level of work being performed by employees assigned to this classification. They are not intended to be construed as an exhaustive list of all responsibilities and duties required of those in this classification.*
HISTORY OF JOB CLASSIFICATION
ISSUED: 3/00 AK; BOARD APPROVED: 6/13/00; REVISED MF & D&R: 4/04 AK; REVISED FORMAT, SALARY SCHEDULE, QUALIFICATIONS, ADA, 11/12 LM; BOARD APPROVED:

Senior Auditor

Attachment: 2 Senior Auditor PTS (3901 : Request Approval to Revise And/Or Create the Following Job Descriptions)

SENIOR AUDITOR

WORKING CONDITIONS & PHYSICAL EFFORT:	Seldom Or Never	Monthly	Weekly	Daily	Hourly
1. Lift objects weighing up to 20 pounds		X			
2. Lift objects weighing 21 to 50 pounds	X				
3. Lift objects weighing 51 to 100 pounds	X				
4. Lift objects weighing more than 100 pounds	X				
5. Carry objects weighing up to 20 pounds		X			
6. Carry objects weighing 21 to 50 pounds	X				
7. Carry objects weighing 51 to 100 pounds	X				
8. Carry objects weighing 100 pounds or more	X				
9. Standing up to one hour at a time	X				
10. Standing up to two hours at a time	X				
11. Standing for more than two hours at a time	X				
12. Stooping and bending		X			
13. Ability to reach and grasp objects				X	
14. Manual dexterity or fine motor skills					X
15. Color vision, the ability to identify and distinguish colors				X	
16. Ability to communicate orally					X
17. Ability to hear					X
18. Pushing or pulling carts or other such objects	X				
19. Proofreading and checking documents for accuracy					X
20. Using a computer to enter and transform words or data					X
21. Using various technology tools					X
22. Working in a normal office environment with few physical discomforts					X
23. Working in an area that is somewhat uncomfortable due to drafts, noise, temperature variation, or other conditions	X				
24. Working in an area that is very uncomfortable due to extreme temperature, noise levels, or other conditions	X				
25. Working with equipment or performing procedures where carelessness would probably result in minor cuts, bruises or muscle pulls	X				
26. Operating automobile, vehicle, or van			X		
27. Other physical, mental or visual ability required by the job	X				

Senior Auditor- PTS

Attachment: 2 Senior Auditor PTS (3901 : Request Approval to Revise And/Or Create the Following Job Descriptions)

PINELLAS COUNTY SCHOOL DISTRICT, FLORIDA

PCSB: 7284 FLSA: Exempt
Pay Grade: ~~C~~ E04

SENIOR HUMAN RESOURCES COORDINATOR ~~SPECIALIST (Recruitment / Retention)~~

REPORTS TO:
Director, Human Resources

SUPERVISES:
Not applicable

QUALIFICATIONS:
Bachelor's degree from an accredited college or university and five (5) years of progressively responsible related professional and/or educational experience. Demonstrated experience in organizing and coordinating programs or processes.

PREFERRED:
Human Resources experience in the recruitment or selection of personnel and/or classroom teaching experience or demonstrated knowledge of federal teacher quality requirements

MAJOR FUNCTION

~~This professional position~~ The Senior Human Resources Coordinator is responsible~~,~~ for the development and coordination of the district's recruitment and retention program, ~~certification~~ credentialing services, NCLB Compliance, and substitute placement for the district. ~~/or the programs to comply with state and federal teacher quality requirements~~. Work is performed independently and is reviewed through observation and evaluation.

ESSENTIAL RESPONSIBILITIES

- Works independently within their areas of expertise
- Collaborates as liaison between stakeholders and the district in the areas of retention/recruitment, credentialing, NCLB compliance, and substitute placement
- Works with Technology and Information Services and other departments to ensure accuracy and effective and efficient processes are being utilized for all credentialing services
- Coordinates processes with the Director, Human Resources and site and departmental administrators
- Performs related duties as required

~~Certification~~ Credentialing:

- Coordinates the ~~certification~~ credentialing process of new, prospective, and existing instructional and administrative personnel
- ~~Supervises, trains and evaluates assisting personnel;~~ Provides leadership to credentialing team; oversees the general, daily operations of the certification staff and assists them in the performance of their duties as needed
- Researches and analyzes state and local regulations for impact upon district and reports findings to the Director, Human Resources
- Analyzes transcripts, course contents, Board policy, personnel records, work histories and other pertinent data, and counsels employees regarding ~~certification~~ credentialing status and alternatives
- Analyzes and interprets ~~certification~~ credentialing and compliance standards
- ~~p~~Provides information on teacher ~~certification~~ credentialing to administrators, teachers, applicants, staff, and the public

Attachment: 3 Senior Human Resources Coordinator PTS (3901 : Request Approval to Revise And/Or Create the Following Job Descriptions)

SENIOR HUMAN RESOURCES COORDINATOR ~~SPECIALIST (Recruitment / Retention)~~

ESSENTIAL RESPONSIBILITIES (Continued)

~~Certification~~ Credentialing (Continued):

- Maintains close liaison and coordination with FLDOE certification ~~section~~ officials, building administrators, staff, and counselors at both public and private area colleges and universities
- Provides data, reports, and presentations as need for all district, school-based, and charter school personnel
- Provides credentialing services for charter schools
- Applies in-depth knowledge and stays current with all aspects of academic and vocational ~~certification~~ credentialing for instructional, support and administrative personnel
- Applies an understanding of the intent of applicable statutes, ~~State~~ Florida Department of Education regulations, and other legal requirements for certification in performance of job responsibilities
- Serves as the district's certification liaison to the ~~State~~ Florida Department of Education, Bureau of Teacher Certification, and other Florida school districts
- ~~Performs related duties as required~~

~~Federal Teacher Quality:~~ NCLB Compliance:

- Coordinates the district's teacher ~~certification~~ credentialing program for instructional personnel to ensure compliance with Florida certification requirements to meet federal highly qualified teacher requirements
- Projects future teacher ~~certification~~ credentialing needs and develops the plan to meet those needs in compliance with federal teacher quality requirements
- Coordinates district ~~certification~~ credentialing activities with state colleges of education and the FLDOE as an aid in meeting federal teacher quality requirements
- Coordinates, researches, and provides assistance and documentation required by various audits
- Prepares written material regarding Florida certification requirements and federal teacher quality requirements, and other appropriate materials
- Oversees human resources systems to document individual teacher compliance with federal teacher quality requirements
- ~~Performs other related duties as required.~~

Recruitment/Retention:

- Coordinates the district's recruitment and retention program for instructional personnel
- Establishes effective collaboration with the district's recruitment and retention plan for minorities, ~~and~~ critical shortage areas, and high needs schools
- Selects and trains a cadre of recruiters in coordination with Area Superintendents
- Conducts analyses of employment trends, job market forecasts, and the potential impact on the district
- Maintains and analyzes recruitment and retention data and uses data to develop comprehensive district plan
- Projects future district employment needs and develops plan to meet those needs
- Serves as the department liaison in working with employee recognition programs such as National Board Certification and Certificate of Distinction
- Serves as the district liaison with state colleges of education and the Florida Department of Education (FLDOE)
- Coordinates and participates in recruitment trips to selected colleges and universities, job fairs, and other appropriate events
- Recommends offers of advance contracts or binders for instructional personnel
- Prepares recruitment displays and other appropriate materials
- Organizes and coordinates local job/placement fairs
- ~~Performs other related duties as required~~

Attachment: 3 Senior Human Resources Coordinator PTS (3901 : Request Approval to Revise And/Or Create the Following Job Descriptions)

SENIOR HUMAN RESOURCES COORDINATOR ~~SPECIALIST (Recruitment / Retention)~~

ESSENTIAL RESPONSIBILITIES (Continued)
Substitute Placement • Verifies all references for substitutes • Reviews and approves all substitute applications • Reviews and approves all long-term substitute recommendations • Plans and conducts substitute orientations and workshops • Facilitates new employee orientation (NEO) for all employee groups • Assists administrators in identifying appropriately certified substitutes for long-term assignments • Approves and signs off on substitute vault files • Reviews and approves substitute waiver requests • Facilitates a teacher shadowing experience for new substitutes • Facilitates enrollment in Response to Intervention: Behavior (RTI:B) training for substitutes • Advises and assists substitutes, administrators, and school staff on various issues related to substitutes • Provides leadership to substitute placement team • Works in collaboration with Director, Human Resources • Works in collaboration with the Office of Professional Standards • Analyzes teacher absentee trends • Provides teacher absentee data and substitute use data upon request • Attends appropriate meetings and professional development
TERMS OF EMPLOYMENT
Salary and benefits shall be paid consistent with the district's approved compensation plan. Length of the work year and hours of employment shall be established by the District. *Performance of the job will be evaluated in accordance with provisions of the School Board's policy on evaluation of personnel.* *The above statements are intended to describe the general nature and level of work being performed by employees assigned to this classification. They are not intended to be construed as an exhaustive list of all responsibilities and duties required of those in this classification.*
HISTORY OF JOB CLASSIFICATION
ISSUED: 6/00 PBL; BOARD APPROVED: 6/13/00; REVISED PREFERRED: 8/05 AK; REVISED MF, D&R, PREFERRED: 7/06 AK; REVISED MF, D&R: 1/07 AK; REVISED FORMAT, TITLE, SALARY SCHEDULE, MF, ER, ADA, 2/13 LM; BOARD APPROVED:

Attachment: 3 Senior Human Resources Coordinator PTS (3901 : Request Approval to Revise And/Or Create the Following Job Descriptions)

SENIOR HUMAN RESOURCES COORDINATOR ~~SPECIALIST (Recruitment / Retention)~~

WORKING CONDITIONS & PHYSICAL EFFORT:	Seldom Or Never	Monthly	Weekly	Daily	Hourly
1. Lift objects weighing up to 20 pounds		X			
2. Lift objects weighing 21 to 50 pounds	X				
3. Lift objects weighing 51 to 100 pounds	X				
4. Lift objects weighing more than 100 pounds	X				
5. Carry objects weighing up to 20 pounds		X			
6. Carry objects weighing 21 to 50 pounds	X				
7. Carry objects weighing 51 to 100 pounds	X				
8. Carry objects weighing 100 pounds or more	X				
9. Standing up to one hour at a time			X		
10. Standing up to two hours at a time	X				
11. Standing for more than two hours at a time	X				
12. Stooping and bending		X			
13. Ability to reach and grasp objects				X	
14. Manual dexterity or fine motor skills					X
15. Color vision, the ability to identify and distinguish colors				X	
16. Ability to communicate orally					X
17. Ability to hear					X
18. Pushing or pulling carts or other such objects	X				
19. Proofreading and checking documents for accuracy					X
20. Using a computer to enter and transform words or data					X
21. Using various technology tools					X
22. Working in a normal office environment with few physical discomforts					X
23. Working in an area that is somewhat uncomfortable due to drafts, noise, temperature variation, or other conditions	X				
24. Working in an area that is very uncomfortable due to extreme temperature, noise levels, or other conditions	X				
25. Working with equipment or performing procedures where carelessness would probably result in minor cuts, bruises or muscle pulls	X				
26. Operating automobile, vehicle, or van	X				
27. Other physical, mental or visual ability required by the job	X				

Attachment: 3 Senior Human Resources Coordinator PTS (3901 : Request Approval to Revise And/Or Create the Following Job Descriptions)

PINELLAS COUNTY SCHOOL DISTRICT, FLORIDA

PCSB: 6475 FLSA: Non-Exempt
Pay Grade: D11

POLICE DISPATCHER

REPORTS TO:
Chief of Schools Police

SUPERVISES:
Not Applicable

QUALIFICATIONS:
Graduation from high school or possession of a GED and demonstrated good communication and listening skills. Must be able to work different shifts that will include weekends and holidays. Must be able to remain calm in emergency situations and use sound judgment. Must pass an extensive background investigation. Law enforcement certification by FDLE (Florida Dept. of Law Enforcement) using FCIC (Florida Crime Information Center), NCIC (National Crime Information Center) and NLETS (International Public Safety Network) within 6 months of employment, and certification as a 911 Public Safety Telecommunicator; both certifications require a minimum of 3 years law enforcement/911 emergency dispatching experience prior to 2009. ~~Within six (6) months of employment, incumbent must obtain FCIC certification.~~

PREFERRED:
Previous police or emergency dispatching (911) experience. ~~and/or intrusion alarm monitoring~~. ~~and~~ Currently certified as a Police dispatcher. ~~Basic typing and computer skills~~. Demonstrated experience in basic keyboarding, proficiency in computer literacy, and extensive communication skills. A strong background and experience in customer service/related stressful situations.

MAJOR FUNCTION

Performs responsible and technically oriented work in receiving and dispatching emergency and non-emergency telephone calls and radio transmissions. The Police Dispatcher is also responsible for monitoring intrusion and emergency alarms for schools and other Board facilities. Work is performed independently, under general supervision.

ESSENTIAL RESPONSIBILITIES

- Dispatches police units in an accurate and timely manner and maintains accurate records of police units' location and the status of these units
- Answers incoming calls for service; determines course of action based on the situation
- Monitors intrusion alarm systems for all schools and centers 24 hours, utilizing visual and listening skills, ~~and~~ notifying the closest responding police and fire agencies
- Monitors and operates computerized Emergency Notification System for all emergencies, especially those that are weather-related ~~weather equipment to include weather radar software and emergency notification equipment~~
- Dispatches school maintenance personnel after hours for emergencies
- Catalogs information for Police, Intrusion Alarms, and School Board incidents
- ~~Follows instructions via telephone from intrusion alarm field technicians and performs necessary programming tasks~~
- ~~Dispatches school maintenance personnel after hours for emergencies~~
- ~~Operates State and National Crime Information Center computers~~
- ~~Catalogs information for police, intrusion alarms and School Board incidents~~

Attachment: 4 Police Dispatcher - PBA (3901 : Request Approval to Revise And/Or Create the Following Job Descriptions)

POLICE DISPATCHER

ESSENTIAL RESPONSIBILITIES (Continued)
• Monitors transportation~~, maintenance~~ and ~~plant operations~~ radio communications after hours • Performs clerical-related work such as maintaining shift log, report log, arrest logs, police dispatch records, incident tickets, and personnel notifications ~~and other related clerical tasks~~ • Process court documents such as Subpoenas, police reports from other agencies, and video evidence requests from district facilities and other agencies • Search local and national data bases for officers when requesting criminal information • Liaison between local, county, and federal law enforcement agencies • Prepare and forward case files for the State Attorney's Office • Validate and maintain local and federal Florida Crime Information Center, (FCIC) / National Crime Information Center (NCIC) / Florida Department of Law Enforcement (FDLE) files • Performs related duties as required
TERMS OF EMPLOYMENT
Salary and benefits shall be paid consistent with the district's approved compensation plan. Length of the work year and hours of employment shall be established by the District. *Performance of the job will be evaluated in accordance with provisions of the School Board's policy on evaluation of personnel.* *The above statements are intended to describe the general nature and level of work being performed by employees assigned to this classification. They are not intended to be construed as an exhaustive list of all responsibilities and duties required of those in this classification.*
HISTORY OF JOB CLASSIFICATION
ISSUED: 8/79 SSN; REVISED: 1/80 SSN; FORMAT REVISED: 3/88; MQ'S REVISED: 2/93 PBL; BOARD APPROVED: 2/24/93; REVISED: 8/93 BMP; BOARD APPROVED: 10/13/93; TITLE, MF, D&R, MQs REVISED: 9/02 AK; BOARD APPROVED: 9-24-02; WC REVISED: 8/04 AK; REVISED FORMAT, QUALS, PREF, ER, ADA, 8/12, LM; BOARD APPROVED:

Attachment: 4 Police Dispatcher - PBA (3901 : Request Approval to Revise And/Or Create the Following Job Descriptions)

WORKING CONDITIONS & PHYSICAL EFFORT:	Seldom Or Never	Monthly	Weekly	Daily	Hourly
1. Lift objects weighing up to 20 pounds			X		
2. Lift objects weighing 21 to 50 pounds	X				
3. Lift objects weighing 51 to 100 pounds	X				
4. Lift objects weighing more than 100 pounds	X				
5. Carry objects weighing up to 20 pounds			X		
6. Carry objects weighing 21 to 50 pounds	X				
7. Carry objects weighing 51 to 100 pounds	X				
8. Carry objects weighing 100 pounds or more	X				
9. Standing up to one hour at a time		X			
10. Standing up to two hours at a time	X				
11. Standing for more than two hours at a time	X				
12. Stooping and bending			X		
13. Ability to reach and grasp objects					X
14. Manual dexterity or fine motor skills					X
15. Color vision, the ability to identify and distinguish colors					X
16. Ability to communicate orally					X
17. Ability to hear					X
18. Pushing or pulling carts or other such objects		X			
19. Proofreading and checking documents for accuracy				X	
20. Using a computer to enter and transform words or data					X
21. Using various technology tools					X
22. Working in a normal office environment with few physical discomforts				X	
23. Working in an area that is somewhat uncomfortable due to drafts, noise, temperature variation, or other conditions	X				
24. Working in an area that is very uncomfortable due to extreme temperature, noise levels, or other conditions	X				
25. Working with equipment or performing procedures where carelessness would probably result in minor cuts, bruises or muscle pulls	X				
26. Operating automobile, vehicle, or van	X				
27. Other physical, mental or visual ability required by the job	X				

Attachment: 4 Police Dispatcher - PBA (3901 : Request Approval to Revise And/Or Create the Following Job Descriptions)

04/09/13 10:30 AM
Regular School Board Meeting
301 Fourth Street SW
Largo, FL 33770

Pinellas County Schools

ADOPTED

REQUEST FOR APPROVAL (ID # 3902)

APRIL 9, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval of 2013/2014 Property, Boiler & Machinery Insurance Program

BACKGROUND:
Pinellas County Schools have approximately $2.5 billion in insurable values. Our 2012/2013 Property and Boiler & Machinery Insurance premium was $7.5 million for $100 million in coverage. Although Super Storm Sandy caused major property losses, 2012 catastrophic losses were less than previous years producing a stable insurance and reinsurance market. As a result, 2013 property insurance pricing is stable with little or no change over 2012. The total Property, Boiler & Machinery Insurance premium for 2013/2014 is estimated to be $7.3 million, a decrease of 2.3% over 2012/2013.

The district's property insurance premium has been positively impacted by the modeling project initiated by Risk Management and Facilities. This project recodes district buildings resulting in more accurate underwriting and better pricing. This is a detailed and time consuming project which should be completed by the end of 2013.

The new Risk Management Solutions (RMS) Model 11.0 projects Pinellas County Schools 100-Year Probable Maximum Loss (PML) to be $203 million, a reduction from the $243 million in 2012. Note that our loss limit is currently $100 million and that under current budget constraints the district is unable to purchase additional coverage.
STRATEGIC DIRECTION/GOAL: Managing Systems for Effective and Efficient Operations

ALTERNATIVES:
. Approve the 2013/2014 Property, Boiler & Machinery Insurance Program.
. Do not approve the 2013/2014 Property, Boiler & Machinery Insurance Program.

RECOMMENDATION:
Alternative #1 is recommended.

RATIONALE:
The Property, Boiler & Machinery Insurance Program provides coverage for property, boiler and machinery losses that are not appropriate for the Board to fully retain as self-insured exposures. The insurance coverage meets the requirements of the Federal Emergency Management Agency (FEMA) which would allow the district to apply for federal funds should a catastrophic loss occur.

The Risk Management Insurance Review Committee comprised of the Associate Superintendent Operational Services; Chief Human Resources Services; Associate

Superintendent Finance & Business Services; Executive Director Budget & Resource Allocation; Director Facilities, Plans, Design & Construction; Director of Risk Management & Insurance; and Safety & Loss Prevention Specialist recommends approval of the 2013/2014 Property, Boiler & Machinery Insurance Program.

IMPACT STATEMENT:
The total Property, Boiler & Machinery Insurance premium for 2013/2014 is estimated to be $7.3 million, a decrease of 2.3% over 2012/2013. The premium will be paid from Risk Management & Insurance's property and casualty insurance budget.

USI Insurance Group, the district's Property Insurance Broker and Am WINS Group, Incorporated, markets the district's property insurance program, assists with property valuation, coordinates property insurance claims, and provides loss control services. Fees for these services are paid through the commissions earned on the placement of insurance policies.

DATA SOURCE:
Michael Bessette, Associate Superintendent Operational Services
Kevin Smith, Associate Superintendent Finance & Business Services
Karen Coffey, Executive Director Budget & Resource Allocation
Ed Ural, Director Facilities, Plans, Design & Construction
Ted Pafundi, Director of Risk Management & Insurance
Skip Paquette, Safety & Loss Prevention Specialist
USI Insurance Group
AM WINS Group, Incorporated

SUBMITTED BY:
Ron Ciranna, J.D., Chief Human Resources Services

ATTACHMENTS:

- PCS 2013 Proposal - 3-8-2013 Revised (PDF)
- PCS Boiler 4-15-2013 to 2014 Proposal (PDF)

Attachment: PCS 2013 Proposal - 3-8-2013 Revised (3902 : Request Approval of 2013/2014 Property, Boiler & Machinery Insurance Program)

UNDERSTAND. SERVICE. INNOVATE.

PROPERTY INSURANCE PROPOSAL

Prepared for:

Pinellas County School Board

Policy Period: **4/15/2013 to 4/15/2014**

Presented by: **Lawrence J. Babbitt, ARM Senior VP–USI**
Dee Lorenz, CPIW, AAI Senior VP – USI
Joe Amanno, ARM, Senior VP– Property Risk Specialist – USI
Alison Oliphant, Executive VP– AmWINS

Date Prepared: **March 8, 2013**

This is a coverage summary, not a legal contract. This summary is provided to assist in your understanding of your insurance program. Please refer to the actual policies for specific terms, conditions, limitations and exclusions that will govern in the event of a loss. Specimen copies of all policies are available for review prior to the binding of coverage.

Higher limits and additional coverage may be available. Please contact us if you are interested in additional quotes.

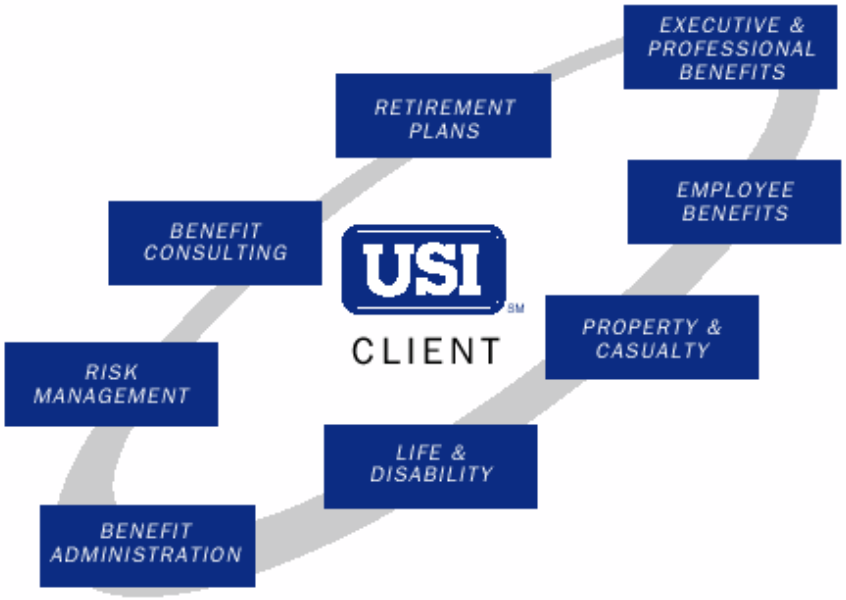
USI Insurance Services, LLC · 1715 N. Westshore Blvd., Suite 700 · Tampa, FL 33607 · 813.321.7500 · www.usi.biz

Copyright © 2009 USI Insurance Services LLC

About USI

THE POWER OF ONE

What makes USI different from other traditional brokers and consultants?



A single source.

One point of contact. One service administrator.
One source for all of your insurance and financial services.

USI's unique delivery design gives you unparalleled single-source access to a complete array of linked solutions from our nationwide network of strategic partnerships – and a corresponding, cohesive service program that is not just convenient, but responsive to your risk management profile.

Copyright © 2009 USI Insurance Services LLC

Attachment: PCS 2013 Proposal - 3-8-2013 Revised (3902 : Request Approval of 2013/2014 Property, Boiler & Machinery Insurance Program)

Narrative

We are pleased to provide the 4/15/2013 -2014 Property Renewal Proposal for Pinellas County Schools review.

Pinellas County Schools has in excess of $2.5 billion in insurable values. The 2012/13 property insurance was $7.3 million for $100,000,000 in coverage. Because the number of catastrophic losses in the last year was reduced from the previous year, the property insurance market has somewhat stabilized the insurance and reinsurance rates. This is in spite of Hurricane Sandy.

The District's property insurance costs have also been impacted by risk management modeling. The improvements in the modeling has come from recoding some of our structures. This has been an extensive project which should be finished by the end of the 2013 year and should help develop data which should benefit future premium costs.

Please note that the Terms and Conditions are as expiring. Lexington will continue to be the lead on the primary layer. You will notice that the structure document is a little different from expiring (see page 16). This structure change allowed us to obtain some reduced pricing since we were able to add some new players on this years renewal at lower pricing.

The current proposed renewal premium for Property and Boiler & Machinery is $7,328,983 including taxes/fees This is a 2.3% reduction from the expiring premium of $7,502,690 translating to premium savings of $173,707.

We have obtain two estimated increased limit options on the property for your consideration.

- *$10,000,000 excess of $100,000,000 limit at estimated premium of $250,000 plus taxes/fees*
- *$15,000,000 excess of $100,000,000 limit at estimated premium of $375,000 plus taxes/fees*

If you are interested in purchasing one of these additional limit options, please let us know and we will firm up the pricing with carrier(s).

As respects possible payment options for the 4/15/2013 renewal, we are still working with the carrier to formalize. Some of the carriers are agreeable to a down payment in order to bind with remainng amount due on 7/1/2013. However, some carriers may not agree to payment plan. We hope to have the payment plan information finalized by 3/11/2013 and will provide specifics regarding the premium payment at that time.

Copyright © 2009 USI Insurance Services LLC

QUOTE

THE TERMS AND CONDITIONS OF THIS AUTHORIZATION MAY NOT COMPLY WITH THE SPECIFICATIONS SUBMITTED FOR CONSIDERATION. PLEASE READ THIS AUTHORIZATION CAREFULLY AND REVIEW THE POLICY FORMS FOR THE ACTUAL COVERAGES PROVIDED

Insured: Pinellas County School Board
301 4th Street SW
Largo, FL 33770

Company: Various (see Summary)

Effective Date: 4/15/2013 to 4/15/2014

Perils: Risks of Direct Physical Loss or Damage, Including Flood & Earthquake and Excluding Equipment Breakdown/Boiler & Machinery

Coverage: All Real & Personal Property, Business Interruption, Builder's Risk, Auto Physical Damage, and as more fully described and limited in the policy form

Limit of Liability: $100,000,000 per Occurrence, Blanket

100% Program Sublimits:	$100,000,000	Per Occurrence and Annual Aggregate as respects Earthquake
	$100,000,000	Per Occurrence and Annual Aggregate as respects Flood, except
	$ 50,000,000	Per Occurrence and Annual Aggregate as respects Flood at locations wholly or partially situated within Special Flood Hazard Areas (100 Year Flood Zones), as defined by FEMA
	$ 25,000,000	Property in the Course of Construction
	$ 5,000,000	Electronic Data Processing Equipment, unless scheduled otherwise
	$ 5,000,000	Electronic Data Processing Media
	$ 5,000,000	Electronic Data Processing Extra Expense
	$ 25,000,000	Newly Acquired Property, subject to 180 Days Reporting
	$ 10,000,000	Un-intentional Errors & Omissions
	$ 25,000,000	Extra Expense
	$ 5,000,000	Mold/Fungus as a result of a covered cause of loss
	$ 50,000	Professional Fees
	INCLUDED	Building Ordinance or Law, value of the undamaged portion of the building
	$ 50,000,000	Demolition & Increased Cost of Construction
	$ 2,500,000	Valuable Papers
	$ 2,500,000	Accounts Receivable
	$ 15,000,000	Service Interruption (Excluding T&D Lines), 24 hours waiting period
	$ 10,000,000	Miscellaneous Un-named Locations
	$ 2,500,000	Outdoor Property, unless scheduled otherwise
	$ 2,500,000	Business Interruption, unless scheduled otherwise
	$20,0000,000	Debris Removal
	$ 500,000	Rental, unless scheduled otherwise

Copyright © 2009 USI Insurance Services LLC

Attachment: PCS 2013 Proposal - 3-8-2013 Revised (3902 : Request Approval of 2013/2014 Property, Boiler & Machinery Insurance Program)

$	500,000	Per Vehicle, subject to a $500,000 maximum per Occurrence as respects Transit
$	1,000,000	Fine Arts, unless scheduled otherwise
$	1,000,000	Off Site Storage Locations
$	500,000	Contractor's Equipment, unless scheduled otherwise
$	1,000,000	Pollutant Clean Up & Removal, Annual Aggregate
$	100,000	Fire Brigade & Extinguishing Charges
$	50,000	Personal Property of the Insured's Officers and Employees while on the premises of the Insured, subject to a maximum of $5,000 for any one Officer or Employee
$	50,000	Trees, Shrubs & Plants, subject to a maximum of $2,500 any one item
	60 Days	Civil Authority, 24 hour waiting period
	60 Days	Ingress/Egress, 24 hour waiting period
	180 Days	Extended Period of Indemnity

There is no recovery under the excess coverage as respects those coverages which are sub-limited within the primary policy(ies). However, the Insurers to the excess coverage recognize that the primary policy(ies') limits can be eroded or exhausted, wholly or partially, by application of said sub-limits.

Locations: Per Schedule submitted, totaling $2,520,702,428

Territory: USA and its Territories and Possessions

TIV: $2,520,702,428

Coinsurance: NIL – Agreed Amount

Valuation: Replacement Costs – Real Property & Personal Property
Actual Loss Sustained – Time Element
Actual Cash Value - Vehicles

Deductibles:

$	100,000	Per Occurrence for All Perils, except
	5%	Of the Total Values declared at inception, per unit of insurance, subject to a minimum of $500,000 per Occurrence, as respects Named Windstorm/Hail
$	100,000	Per Occurrence for All Other Wind/Hail loss
	5%	Of the Total Values declared at inception, per unit of insurance,, subject to a minimum of $1,000,000 per Occurrence, as respects Flood in Special Flood Hazard Areas
	5%	Of the Total Values declared at inception, per unit of insurance,, subject to a minimum of $100,000 per Occurrence, as respects Flood as a result of a Named Storm
$	100,000	Per Occurrence for All Other Flood Loss
$	100,000	Per Occurrence as respects Earthquake

Copyright © 2009 USI Insurance Services LLC

Attachment: PCS 2013 Proposal - 3-8-2013 Revised (3902 : Request Approval of 2013/2014 Property, Boiler & Machinery Insurance Program)

For the purpose of application of Deductibles, the following shall be considered a separate unit of insurance: (1) each separate building; (2) each separate structure; (3) the contents of each separate building or structure; (4) property in each yard.

Policy Forms: Lexington Manuscript Form
AmWINS Excess Follow Form, following Lexington Primary Form

Cancellation: 90 Days Notice of Cancellation, except 10 Days for Non-Payment of Premium

Terms & Conditions:

Lexington Insurance Company:

- Occurrence Limit of Liability, with removal of 2b
- Pollution, Contamination, Debris Removal Exclusion
- Lexington Standard Property Conditions
- Coverage Territory Endorsement (OFAC)
- Cancellation Provisions Extension Endorsement (Wind Minimum Earned)
- Mold/Fungus Exclusion
- Data Corruptions Property Endorsement (PR9514) as expiring
- Accounts Receivable Coverage Endorsement
- Property Millennium Endorsement
- War Risk and Terrorist Exclusion
- Standard Fire Policy Provisions
- Terrorism Exclusion Certified & Non-Certified
- Subject to no deterioration of loss experience prior to policy inception
- Addition of Broad Named Insured wording – automatic inclusion of Loss Payees, Mortgagees and Additional Insureds
- Addition of Option to rebuild elsewhere
- Addition of foundations included as covered property
- Increase of Newly Acquired time limit to 180 days
- Amendment of Earthquake event to 168 hours

Lloyds of London (Primary):

- Co-insuring Form NMA2074 Amended following all terms, details and conditions of Leading Co-insuring Company (Lexington)
- New Short Rate Cancellation Table Endorsement
- Electronic Date Recognition Exclusion
- Terrorism Exclusion Endorsement
- Biological or Chemical Materials Exclusion
- Mold, Mildew & Fungus Clause – (Ensuing Loss Coverage)
- Electronic Data Endorsement B
- Land, Water and Air Exclusion
- U.S. Terrorism Risk Insurance Act of 2002 as amended Not Purchased Clause
- Lines Clause

Copyright © 2009 USI Insurance Services LLC

Attachment: PCS 2013 Proposal - 3-8-2013 Revised (3902 : Request Approval of 2013/2014 Property, Boiler & Machinery Insurance Program)

- (Re)Insurers Liability Clause
- Minimum Earned Premium Clause (35%)
- Preservation of Property Clause
- Fraudulent Claims Clause, as attached
- Assigned Adjuster: CJW & Associates
- Loss Payee(s) and/or Mortgagees Interest Clause
- Service of Suit Clause NMA 1998 naming Mendes & Mount LLP
- Asbestos Exclusion
- Application of Sub-limits Endorsement

Allied World Assurance Company:

- Manuscript Form (Lexington Expiring Form)
- 35% Minimum Earned Premium, subject to the Special CAT Earned Premium provision
- Standard Conditions
- Property Schedule of Fire Locations
- Property Millennium Endorsement
- Terrorism Exclusion
- Pollution, Contamination Exclusion
- Mold Exclusion
- Data Corruption Endorsement
- CAT Earned Premium Endorsement
- Newly Acquired Locations Limitation

Lloyds of London (Excess):

- THB1a Excess Physical Damage Form, following the same terms, conditions and exclusions as Lexington primary policy, as far as applicable, except as otherwise provide herein
- Business Interruption Extension 664THB00062
- New Short Rate Cancellation Table Endorsement
- Electronic Date Recognition Exclusion
- Terrorism Exclusion Endorsement
- Biological or Chemical Materials Exclusion
- Electronic Data Endorsement B
- Land, Water and Air Exclusion
- Seepage and/or Pollution and/or Contamination Exclusion USA and Canada
- U.S. Terrorism Risk Insurance Act of 2002 as amended Not Purchased Clause
- Mold, Mildew & Fungus Clause and Microorganism Exclusion
- Lines Clause
- (Re)Insurers Liability Clause
- Permission for Excess Insurance
- Minimum Earned Premium Clause (35%)
- Preservation of Property Clause
- Fraudulent Claims Clause, as attached

Copyright © 2009 USI Insurance Services LLC

- 90 Days Cancellation Clause Law
- Loss Payee(s) and/or Mortgagees Interest Clause
- The Sub-limits are as stated in this quote, not as stated in the Primary policy
- It is noted and agreed that item 11 Occurrence Limit of Liability is deleted and the occurrence definition is as per Primary policy
- It is hereby noted and agreed that the Attestation clause contained in the LMA3044A is replaced by the Attestation clause contained in the LMA 3333
- Service of Suit Clause NMA 1998 naming Mendes & Mount LLP
- Application of Sub-limits Endorsement

Houston Specialty Insurance Company:

- Excess Follow Form, following the same terms, conditions and exclusions as Lexington primary policy, as far as applicable, except as otherwise provide herein
- Business Interruption Extension 664THB00062
- New Short Rate Cancellation Table Endorsement
- Electronic Date Recognition Exclusion
- Terrorism Exclusion Endorsement
- Biological or Chemical Materials Exclusion
- Electronic Data Endorsement B
- Land, Water and Air Exclusion
- Seepage and/or Pollution and/or Contamination Exclusion USA and Canada
- U.S. Terrorism Risk Insurance Act of 2002 as amended Not Purchased Clause
- Mold, Mildew & Fungus Clause and Microorganism Exclusion
- Lines Clause
- (Re)Insurers Liability Clause
- Permission for Excess Insurance
- Minimum Earned Premium Clause (35%)
- Preservation of Property Clause
- Fraudulent Claims Clause, as attached
- 90 Days Cancellation Clause Law
- Loss Payee(s) and/or Mortgagees Interest Clause
- The Sub-limits are as stated in this quote, not as stated in the Primary policy
- It is noted and agreed that item 11 Occurrence Limit of Liability is deleted and the occurrence definition is as per Primary policy
- It is hereby noted and agreed that the Attestation clause contained in the LMA3044A is replaced by the Attestation clause contained in the LMA 3333
- Service of Suit Clause NMA 1998 naming Mendes & Mount LLP
- Application of Sub-limits Endorsement

Copyright © 2009 USI Insurance Services LLC

Ironshore Insurance Co Ltd:

- THB1a Excess Physical Damage Form, following the same terms, conditions and exclusions as Lexington primary policy, as far as applicable, except as otherwise provide herein
- Business Interruption Extension 664THB00062
- New Short Rate Cancellation Table Endorsement
- Electronic Date Recognition Exclusion
- Terrorism Exclusion Endorsement
- Biological or Chemical Materials Exclusion
- Electronic Data Endorsement B
- Land, Water and Air Exclusion
- Seepage and/or Pollution and/or Contamination Exclusion USA and Canada
- U.S. Terrorism Risk Insurance Act of 2002 as amended Not Purchased Clause
- Mold, Spores or Fungus Exclusion
- Lines Clause
- (Re)Insurers Liability Clause
- Permission for Excess Insurance
- Minimum Earned Premium Clause (35%)
- Preservation of Property Clause
- Fraudulent Claims Clause, as attached
- 90 Days Cancellation Clause Law
- Loss Payee(s) and/or Mortgagees Interest Clause
- The Sub-limits are as stated in this quote, not as stated in the Primary policy
- It is noted and agreed that item 11 Occurrence Limit of Liability is deleted and the occurrence definition is as per Primary policy
- It is hereby noted and agreed that the Attestation clause contained in the LMA3044A is replaced by the Attestation clause contained in the LMA 3333
- Service of Suit Clause NMA 1998 naming Mendes & Mount LLP
- EIFS Exclusion
- Arbitration and Choice of Law Clause
- Application of Sub-limits Endorsement

Westchester Surplus Lines Insurance Company:

- AmWins Excess Follow Form
- Surplus Lines Declarations
- Common Policy Declarations
- Ace Producer Compensation Practices & Policies
- Additional Exclusions – Fungus, Wet Rot, Dry Rot and Bacteria
- Asbestos Material Endorsement
- California Earthquake Exclusion
- Cancellation Clause
- Claims Adjuster Endorsement – CJW & Associates – the Company reserves the right to substitute and/or engage its own adjusters, investigators and experts at its sole discretion and expense.

Copyright © 2009 USI Insurance Services LLC

- Claims Directory – Property & Inland Marine
- Disclosure Pursuant to Terrorism Risk Insurance Act
- Electronic Data Amendment Endorsement
- Fungus, Wet Rot, Dry Rot and Bacteria Exclusion
- Excess Schedule and Manuscript Form
- General Endorsement – Additional Exclusions and Amendments
- General Endorsement – Underlying Deductibles
- Nuclear, Biological, Chemical, Radiological Exclusion Endorsement
- Pollution and Pollutants Clean-Up and Removal Exclusion Endorsement
- Service of Suit Endorsement
- Signature Endorsement
- Trade or Economic Sanctions Endorsement
- OFAC Disclosure Notice
- Terrorism Exclusion, if rejected
- Minimum Earned Premium – 25%
- Primary Lexington policy form changes: Need to amend Demolition and Increased Cost of Construction to include the wording "in force at the time of loss".
- Subject to Inspection and compliance with any recommendations deemed essential by the Company

Starr Special Risk (Chubb & GSINDA):

- AmWINS Excess Follow Form
- Asbestos Exclusion
- Biological or Nuclear Exclusion
- Data Distortion/Corruption Exclusion
- Millennium Endorsement
- Mold Exclusion
- Terrorism Exclusion
- OFAC Notice
- Service of Suit Clause
- Occurrence Limit of Liability, with removal of 2b

Aspen Insurance UK Ltd:

- AmWINS Excess Follow Form
- Service of Suit Endorsement
- Cancellation Clause
- Aspen Definition of Occurrence (will see if they will remove and follow primary definition)
- Occurrence Limit of Liability with removal of 2b
- Common Policy Conditions
- Commercial Property Conditions
- Policyholders Guide to Reporting a Claim
- Exclusion and Limited Additional Coverage for Fungus

Copyright © 2009 USI Insurance Services LLC

- Exclusion of Certain Computer-Related Losses
- Exclusion of War, Military Action & Terrorism
- Electronic Data Endorsement
- Biological or Chemical Materials Exclusion
- Seepage and/or Pollution and/or Contamination Exclusion
- Designated Adjuster Amendment
- Loss Adjustment Endorsement
- Florida Changes
- A satisfactory loss control report conducted by Aspen Specialty Insurance Company and compliance with any recommendations
- Minimum Earned Premium Clause 35%, subject to,
- Wind Minimum Earned Premium Endorsement
- Any new additions will be subject to re-rate/underwriting based on occupancy and location

Liberty E & S Ins Corp:

- Manuscript Form
- Commercial Property Conditions
- Asbestos Exclusion
- Occurrence Limit of Liability Endorsement, 2.b. to be removed
- Permission for Excess Insurance
- Exclusion of Pathogenic or Poisonous Biological or Chemical Materials
- Nuclear Reaction or Nuclear Radiation or Radioactive Contamination Exclusion
- Electronic Data – Limited Coverage Endorsement
- Fungus, Wet Rot, Dry Rot and Bacteria Limited Coverage Endorsement
- Pollutant Exclusions
- Excludes Equipment Breakdown (Boiler & Machinery)
- Minimum Earned Premium – 35%, subject to Hurricane Minimum Earned/ Insureds with Coastal Property Endorsement
- Terrorism Exclusion
- Service of Suit
- Claims Notification

Torus Specialty Insurance Co:

- Manuscript Form
- Commercial Property Declarations
- Electronic Data Endorsement
- Electronic Date Recognition Exclusion
- Microorganism Exclusion
- Standard Fire Policy Endorsement
- Terrorism Exclusion
- Biological or Chemical Materials Exclusion

Copyright © 2009 USI Insurance Services LLC

- Subject to removal of X. Waiver of Insurer Conditions on page 29 of the manuscript policy form
- 35% Minimum Earned Premium, except 80% will apply between June 1, 2013 and November 30, 2013
- Occurrence Limit of Liability Endorsement – removal of 2.b subject to receipt of signed SOV

Arch Specialty Insurance Co:

- AmWINS Excess Follow Form
- Claims Handling Procedures
- Common Policy Conditions
- Minimum Earned Premium Clause – Dollar equivalent to 35%, subject to Wind Minimum Earned
- Electronic Vandalism Exclusion
- Fungus Limitation/Exclusion
- Seepage/Contamination/Pollution Exclusion
- Terrorism Exclusion
- Occurrence Limit of Liability, with removal of 2b
- Subject to No Other Arch Group Participation

Landmark American Ins Co:

- AmWINS Excess Follow Form
- Exclusion and Limited Additional Coverage – Electronic Data
- Exclusion and Limited Additional Coverage for Fungus
- Exclusion of Pathogenic or Poisonous Biological or Chemical Material
- Certificates of Insurance Clause
- Service of Suit
- Cancellation Clause
- Exclusion of Terrorism
- Flood Exclusion – Specified Locations – A & V Zones
- Common Policy Conditions
- Florida Changes – Cancellation & Non-renewal
- Wind Minimum Earned Premium

Essex Insurance Company:

- AmWINS Excess Follow Form
- Policy Jacket
- Common Policy Declarations
- Supplemental Property Declarations
- Service of Suit
- 25% Minimum Earned, subject to,
- Hurricane Minimum Earned Premium Endorsement
- Florida Notices
- Essex Collapse Definition

Copyright © 2009 USI Insurance Services LLC

Attachment: PCS 2013 Proposal - 3-8-2013 Revised (3902 : Request Approval of 2013/2014 Property, Boiler & Machinery Insurance Program)

- Essex Additional Property Exclusions and Policy Conditions
- Excludes: Boiler & Machinery, All Foreign Locations & Exposures, Pollution/Contamination, Asbestos, Nuclear, Biological, Radiological, Chemical, Terrorism, Mold, Electronic Data/Cyber Risk Losses and related Computer Losses.

Alterra E&S Insurance Co (formerly Max Specialty):

- AmWINS Excess Follow Form
- Policy Declarations
- Permission for Excess Insurance
- Occurrence Limit of Liability, with removal of 2b, subject to signed SOVAbsolute Pollutant and Asbestos Exclusions
- Mold Limitation Endorsement
- Terrorism Exclusion
- Electronic Data – Limited Coverage Endorsement
- Commercial Property Conditions
- Minimum Earned Premium – 50%
- Excludes all foreign locations & exposures
- Excludes Pollution/Contamination, Asbestos, Boiler & Machinery, Terrorism, Mold, Electronic Data/Cyber Risk Losses and related Computer Losses, War, Nuclear, Chemical, and Biological Materials
- No new business or increased coverage on in force business shall be bound on properties within 100 miles of tidal waters when a tropical storm or hurricane is within the boundaries West of 70 degrees West Longitude and North of 15 degrees North Latitude

Colony Insurance Co:

- AmWINS Excess Follow Form
- Commercial Property Coverage Part Declarations
- Common Policy Declarations
- Privacy Notice
- Policyholder Disclosure Notice of Terrorism
- Terrorism Exclusion, if rejected
- Schedule of Forms and Endorsements
- Service of Suit
- Policy Jacket
- Minimum Policy Premium – 25%
- Common Policy Conditions
- FL Changes Cancellation & Nonrenewal
- Electronic Data & Computer Systems Limited Coverage Endorsement
- Mold, Mildew, Spores or Fungi Exclusion
- Hazardous Materials Exclusion
- Excess Limit of Liability and Participation Clause
- Sublimited Coverages Exclusion

Copyright © 2009 USI Insurance Services LLC

Attachment: PCS 2013 Proposal - 3-8-2013 Revised (3902 : Request Approval of 2013/2014 Property, Boiler & Machinery Insurance Program)

- Territory Coverage Limitation
- Claims Reporting Notice
- Signature Page
- Coverage does not apply to any building with exterior construction of EIFS, Dryvits and other related materials

First Specialty Insurance Corp (SwissRe):

- Swiss Re Excess Follow Form
- Excluding CA, AK, HI, PR Earthquake
- 25% Minimum Earned Premium, subject to,
- Hurricane Minimum Earned Premium
- Joint Loss Agreement
- Nuclear, Chemical and Biological Exclusion
- Mold Exclusion
- Absolute Pollution Exclusion
- Below Grade Property Exclusion (excludes property that is below the surface of the ground, for Flood)
- Certificates of Insurance Wording
- War Risk Exclusion
- Cyber Risk Exclusion/Electronic Data Exclusion/Electronic Data Processing Media Valuation
- Property Insurance Quote Conditions

Minimum Earned Premium: 35% (unless noted otherwise in the specific terms above), subject to Wind Minimum Earned Premium Endorsements, as noted

Assigned Claims Adjuster:
CJW & Associates
1420 Edgewater Dr, Suite 200
Orlando, FL 32804

Subject To:

- Signed Statement of Values within 30 days of effective date
- Completed Diligent Effort Statement at binding
- Signed Terrorism Disclosure Notices at binding

BOILER & MACHINERY LIMIT $200,000,000 (SEE SEPARATE PROPOSAL FOP TERMS/DEDUCTIBLES)

Copyright © 2009 USI Insurance Services LLC

Attachment: PCS 2013 Proposal - 3-8-2013 Revised (3902 : Request Approval of 2013/2014 Property, Boiler & Machinery Insurance Program)

SURPLUS LINES DISCLOSURE

Florida

This insurance is issued pursuant to the Florida Surplus Lines Law. Persons insured by surplus lines carriers do not have the protection of the Florida Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent unlicensed insurer.

NOTE: ***THE COVERAGE OUTLINED ABOVE MAY NOT CONFORM TO THE TERMS AND CONDITIONS YOU REQUESTED. PLEASE CHECK CAREFULLY. THIS DOCUMENT IS INTENDED FOR USE AS EVIDENCE OF THE CARRIERS INTENTIONS, AS DESCRIBED HEREIN, BUT SHALL BE SUBJECT TO ALL TERMS AND CONDITIONS OF POLICY(IES) WHICH WILL BE ISSUED AND THAT, IN THE EVENT OF ANY INCONSISTENCY HEREWITH, THE TERMS AND PROVISIONS OF SUCH POLICY(IES) SHALL PREVAIL.***

Copyright © 2009 USI Insurance Services LLC

Attachment: PCS 2013 Proposal - 3-8-2013 Revised (3902 : Request Approval of 2013/2014 Property, Boiler & Machinery Insurance Program)

Premium : (Property $7,124,409 + Boiler & Machinery $34,897 + fees 169,677) = $7,328,983

Layer	Carrier	Carrier Rating	% of Participation	Limit	Premium
$10,000,000 Primary	Lexington Insurance Co	A XV	50%	$5,000,000	$1,112,50
	Underwriters @ Lloyds of London	A XV	25%	$2,500,000	$521,25
	Allied World Assurance Co	A XV	25%	$2,500,000	$518,75
	TOTAL LAYER:		**100%**	**$10,000,000**	**$2,152,50**
$15,000,000 xs $10,000,000	Lexington Insurance Co	A XV	50%	$7,500,000	$637,50
	Underwriters @ Lloyds of London	A XV	25%	$3,750,000	$318,75
	Houston Specialty Insurance Co	A- VIII	25%	$3,750,000	$318,75
	TOTAL LAYER:		**100%**	**$15,000,000**	**$1,275,00**
$25,000,000 xs $25,000,000	Westchester S/L Ins Co	A+ XV	22%	$5,500,000	$350,90
	Underwriters @ Lloyds of London	A XV	33%	$8,250,000	$528,00
	Ironshore Insurance Co Ltd	A- XIII	10%	$2,500,000	$163,46
	Aspen Insurance	A XV	10%	$2,500,000	$160,00
	Torus Specialty Ins Co	A- XI	10%	$2,500,000	$155,00
	Liberty Surplus Ins Co	A XV	5%	$1,250,000	$77,50
	CV Starr (Chubb Custom Ins Co.)	A++ XV	6.6667%	$1,666,667	$109,26
	CV Starr -General Security Ind Co AZ	A XV	3.3333%	$ 833,333	$54,63
	TOTAL LAYER:		**100%**	**$25,000,000**	**$1,598,70**
$25,000,000 xs $50,000,000	Arch Specialty Ins Co	A+ IX	34%	$8,500,000	$391,00
	CV Starr -Chubb Custom Ins Co	A++ XV	6.6667%	$1,666,667	$77,00
	CV Starr -General Security Ind Co AZ	A XV	3.3333%	$ 833,333	$38,70
	Underwriters @ Lloyds of London	A XV	10.5%	$2,625,000	$120,75
	Landmark American Ins Co	A XIII	22.75%	$5,687,500	$260,70
	Essex Insurance Company	A XIV	10%	$2,500,000	$115,00
	Alterra E&S Insurance Co	A XV	10%	$2,500,000	$115,00
	Liberty Surplus Ins Corp	A XV	2.75%	$687,500	$30,25
	TOTAL LAYER:		**100%**	**$25,000,000**	**$1,148,80**
$25,000,000 xs $75,000,000	Colony Insurance Company	A XII	13%	$3,250,000	$110,50
	First Specialty Ins (SwissRe)	A+ XV	30%	$7,500,000	$270,00
	Underwriters @ Lloyds of London	A XV	44%	$11,000,000	$420,20
	Liberty Surplus Ins Corp	A XV	13%	$3,250,000	$113,75
	TOTAL LAYER:		**100%**	**$25,000,000**	**$914,45**

TRIA Premium (Not including applicable taxes and fees): $350,000 --/L Taxes/Fees/FET: 169,677

Citizen's Assessment	**$70,895**
FL Hurricane CAT Fund	**$92,164**
EMPA	**$ 80**
FET on Ironshore premium	**$ 6,538**

Copyright © 2009 USI Insurance Services LLC

Attachment: PCS 2013 Proposal - 3-8-2013 Revised (3902 : Request Approval of 2013/2014 Property, Boiler & Machinery Insurance Program)

Premium Summary

Coverage	Carrier	Best Rating	Admitted	Minimum Earned	Expiring Premium	Proposed Premium
Property						
$100,000,000 Limit (same as expiring) excluding terrorism	Various See AmWINS quote summary	Various See AmWINS quote summary	No	Yes Varies by Carrier	$7,299,600.00	$7,124,409.00
Boiler & Machinery	Travelers		Yes	No	$35,111.00	$34, 897.00
Taxes & Fees					$167,979.00	$169,677.00
Total Estimated Annual Property Premium					**$7,502,690.00**	**$$7,328,983.00**

Terrorism Option:
Due to the Terrorism Risk Insurance Act of 2002, you now have the right to purchase coverage for losses arising out of the Acts of Terrorism, as defined in Section 102 (1) of the act. Under Federal Law you may purchase this terrorism coverage for an additional premium as follows. Please note the additional premium is not included in the above quote. We will require written confirmation at the time of binding if you elect or reject this coverage.

Coverage	Additional Premium
Terrorism in excluded can be purchased for additional premium of $350,000	

Payment Terms:
- Annual

Binding Requirements:
- "Client Authorization To Bind" signed by the insured
- Signed updated Statement of Values within 30 days of effective date
- Signed Terrorism Disclosure Notices at binding

AmWINS to file required S/L Taxes & Fees

Copyright © 2009 USI Insurance Services LLC

Attachment: PCS 2013 Proposal - 3-8-2013 Revised (3902 : Request Approval of 2013/2014 Property, Boiler & Machinery Insurance Program)

Note: This is a coverage summary, not a legal contract. This summary is provided to assist in your understanding of your insurance program. Please refer to the actual policies for specific terms, conditions, limitations and exclusions that will govern in the event of a loss. Specimen copies of all policies are available for review prior to the binding of coverage.

In evaluating your exposure to loss, we have been dependent upon information provided by you. If there are other areas that need to be evaluated prior to binding of coverage, please bring these areas to our attention. Should any of your exposures change after coverage is bound, such as your beginning new operation, hiring employees in new states, buying additional property, etc., please let us know so proper coverage(s) can be discussed.

Higher limits may be available. Please contact us if you would like a quote for higher limits.

Copyright © 2009 USI Insurance Services LLC

USI Disclosures

SURPLUS LINES DISCLAIMER: Insurance is issued pursuant to the Surplus Lines Laws. Persons insured by Surplus Lines Carriers do not have the protection of the Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent unlicensed insurer. Surplus Lines policies that are subject to audit provide for additional premium charges, but may not allow for return premium.

INFORMATION CONCERNING OUR FEES: As a licensed insurance producer, USI is authorized to confer with or advise our clients and prospective clients concerning substantive benefits, terms or conditions of insurance contracts, to sell insurance and to obtain insurance coverages for our clients. Our compensation for placement of insurance coverage, unless otherwise specifically negotiated and agreed to with our client, is customarily based on commission calculated as a percentage of the premium collected by the insurer and is paid to us by the insurer. We may also receive from insurers and insurance intermediaries (which may include USI affiliated companies) additional compensation (monetary and non-monetary) based in whole or in part on the insurance contract we sell, which is contingent on volume of business and/or profitability of insurance contracts we supply to them and/or other factors pursuant to agreements we may have with them relating to all or part of the business we place with those insurers or through those intermediaries. Some of these agreements with insurers and/or intermediaries include financial incentives for USI to grow its business or otherwise strengthen the distribution relationship with the insurer or intermediary. Such agreements may be in effect with one or more of the insurers with whom your insurance is placed, or with the insurance intermediary we use to place your insurance. You may obtain information about the nature and source of such compensation expected to be received by us, and, if applicable, compensation expected to be received on any alternative quotes pertinent to your placement upon your request.

REVIEWING CLIENT CONTRACTS DISCLAIMER: As a service to our clients, upon their request, USI will review those portions of your contract regarding the insurance and indemnity requirements as they relate to your insurance program and provide comments and/or recommendations based upon such review. This service should not be taken as legal advice and it does not replace the need for review by the insured's own legal counsel.

Copyright © 2009 USI Insurance Services LLC

Attachment: PCS 2013 Proposal - 3-8-2013 Revised (3902 : Request Approval of 2013/2014 Property, Boiler & Machinery Insurance Program)

USI Privacy Notice

Our Privacy Promise to You

USI provides this notice to you, our customer, so that you will know what we will do with the personal information, personal financial and health information (collectively referred to as the "protected information") that we may receive from you directly or receive from your health care provider or receive from another source that you have authorized to send us your protected information. We at USI are concerned about your privacy and assure you that we will do what is required of us to safeguard your protected information.

What types of information will we be collecting?

USI collects information from you required both for our business and pursuant to regulatory requirements. Without it, we cannot provide our products and services for you. We will be collected protected information about you from:

- Applications or other forms, such as name, address, Social Security number, assets and income, employment status and dependent information;
- Your transactions with us or your transactions with others, such as account activity, payment history, and products and services purchased;
- Consumer reporting agencies, such as credit relationships and credit history. These agencies may retain their reports and share them with others who use their services;
- Other individuals, businesses and agencies, such as medical and demographic information; and
- Visitors to our websites, such as information from on-line forms, site visitorship data and on-line information collection devices, commonly called "cookies."

What will we do with your protected information?

The information USI gathers is shared within our company to help us maximize the services we can provide to our customers. We will only disclose your protected information as is necessary for us to provide the insurance products and services you expect from us. USI does not sell your protected information to third parties, nor does it sell or share customer lists.
We may also disclose all of the information described above to third parties with which we contract for services. In addition, we may disclose your protected information to medical care institutions or medical professionals, insurance regulatory authorities, law enforcement or other government authorities, or to affiliated or nonaffiliated third parties as is reasonably necessary to conduct our business or as otherwise permitted by law.

Our Security Procedures

At USI, we have put in place the highest measures to ensure the security and confidentiality of customer information. We will handle the protected information we receive by restricting access to the protected information about you to those employees and agents of ours who need to know that information to provide you with our products or services or to otherwise conduct our business, including actuarial or research studies. Our computer database has multiple levels of

Copyright © 2009 USI Insurance Services LLC

security to protect against threats or hazards to the integrity of customer records, and to protect against unauthorized access to records that may harm or inconvenience our customers. We maintain physical, electronic, and procedural safeguards that comply with federal and state regulations to safeguard all of your protected information.

Our Legal Use of Information

We retain the right to use ideas, concepts, know-how, or techniques contained in any nonpublic personal information you provide to us for our own purposes, including developing and marketing products and services.

Your Right to Review Your Records

You have the right to review the protected information about you relating to any insurance or annuity product issued by us that we could reasonably locate and retrieve. You may also request that we correct, amend or delete any inaccurate information by writing to us at the above address.

Copyright © 2009 USI Insurance Services LLC

A.M. Best Non-Admitted Carrier Notification

Events of the past several years have brought many changes and challenges to the international insurance market. These changes in the market have affected the ability of all brokers to locate insurance coverage at a scope and cost of insurance placed in prior years. In addition, insurance carriers have suffered significant losses that may jeopardize their financial stability.

As a matter of policy, USI endeavors to obtain quotations and indications from insurance companies who meet or exceed the USI minimum guidelines for A. M. Best Ratings of companies. Due to the current insurance market conditions, USI has increased its minimum standard for insurers to A-.

Certain of your insurance coverages are being issued by an insurer that is not licensed by the State of Florida. We placed these coverages for you with these insurers because the coverages could not be obtained through an insurer licensed to do business here. The Insurance Code permits placement of coverage with such non-admitted or surplus lines carriers, as long as it is in accordance with the conditions set forth in the insurance code for that state.

Surplus Lines insurers are not covered by the State's Guaranty Fund, which covers certain losses due to insolvency of insurance companies licensed to do business in our state. We are providing you with the above information so that you can make an informed decision as to whether you wish to continue your coverage with with these insurers.
.
In the event you choose to stay with insurers, please sign below and return this letter it to our office. If we do not hear from you within 10 days, we will assume that you do not request any changes in your coverages. Please contact our office if you would

Pinellas County School Board, has reviewed and acknowledged the above.

By: _____ Date: _____

Copyright © 2009 USI Insurance Services LLC

Coverage Options

We have included coverage options listed below as highlights resulting from our interviews and conversations. These coverage options **have not** been included as part of your proposed coverage and premium. This listing should not be construed as all encompassing for every exposure your business could have.

Program Options are included in proposal.

Copyright © 2009 USI Insurance Services LLC

Attachment: PCS 2013 Proposal - 3-8-2013 Revised (3902 : Request Approval of 2013/2014 Property, Boiler & Machinery Insurance Program)

Insurance Carrier Ratings

As a service to our clients, USI is furnishing an assessment by a financial rating service of the insurance companies included in our proposal. We are including the legends used by this service.

All ratings are subject to periodic review, therefore, it is important to obtain updated ratings from each service. Should you desire further information concerning the financial statements of any of the insurance companies being proposed, so that you can make your own assessment of the financial strength of the companies being offered, it is available from USI at your request.

USI has made no attempt to determine independently the financial capacity of the insurance companies that we are including in our proposal as we believe the nationally recognized services are better equipped to comment.

A. M. BEST RATINGS

A++ and A+	Superior	**B and B-**	Fair
A and A-	Excellent	**C++, C+**	Marginal
B++, B+	Very Good	**C and C-**	Weak
D	Poor	**F**	In Liquidation
E	Under Regulatory Supervision	**S**	Rating Suspended

FINANCIAL SIZE CATEGORY

(In $ Thousands)

Class I	Less than		1,000
Class II	1,000	to	2,000
Class III	2,000	to	5,000
Class IV	5,000	to	10,000
Class V	10,000	to	25,000
Class VI	25,000	to	50,000
Class VII	50,000	to	100,000
Class VIII	100,000	to	250,000
Class IX	250,000	to	500,000
Class X	500,000	to	750,000
Class XI	750,000	to	1,000,000
Class XII	1,000,000	to	1,250,000
Class XIII	1,250,000	to	1,500,000
Class XIV	1,500,000	to	2,000,000
Class XV	2,000,000		or greater

RATING "NOT ASSIGNED" CLASSIFICATIONS

NR-1 Insufficient Data
NR-2 Insufficient Size and/or Operating Experience
NR-3 Rating Procedure Inapplicable
NR-4 Company Request
NR-5 Not Formally Followed

Copyright © 2009 USI Insurance Services LLC

Attachment: PCS 2013 Proposal - 3-8-2013 Revised (3902 : Request Approval of 2013/2014 Property, Boiler & Machinery Insurance Program)

Client Authorization to Bind

Important Information: Please keep in mind coverage cannot be bound when severe weather is threatening regardless of the expiration date.

After careful consideration of your proposal dated March 8, 2013, we accept your insurance program as presented with the following exceptions, changes, and/or recommendations:

_____ _____

Client Signature Date Signed

PINELCOU2

Copyright © 2009 USI Insurance Services LLC

Attachment: PCS 2013 Proposal - 3-8-2013 Revised (3902 : Request Approval of 2013/2014 Property, Boiler & Machinery Insurance Program)

Attachment: PCS Boiler 4-15-2013 to 2014 Proposal (3902 : Request Approval of 2013/2014 Property, Boiler & Machinery Insurance Program)

UNDERSTAND. SERVICE. INNOVATE.

BOILER & MACHINERY INSURANCE PROPOSAL

Prepared for:

Pinellas County School Board

Policy Period: **4/15/2013 to 4/15/2014**

Presented by: **Lawrence J. Babbitt, ARM, Sr VP–USI**
Dee Lorenz, CPIW, AAI, VP, Account Executive – USI
Joe Amanno, ARM, Sr VP– Property Risk Specialist – USI
Alison Oliphant, Executive VP– AmWINS

Date Prepared: **March 8, 2013**

This is a coverage summary, not a legal contract. This summary is provided to assist in your understanding of your insurance program. Please refer to the actual policies for specific terms, conditions, limitations and exclusions that will govern in the event of a loss. Specimen copies of all policies are available for review prior to the binding of coverage.

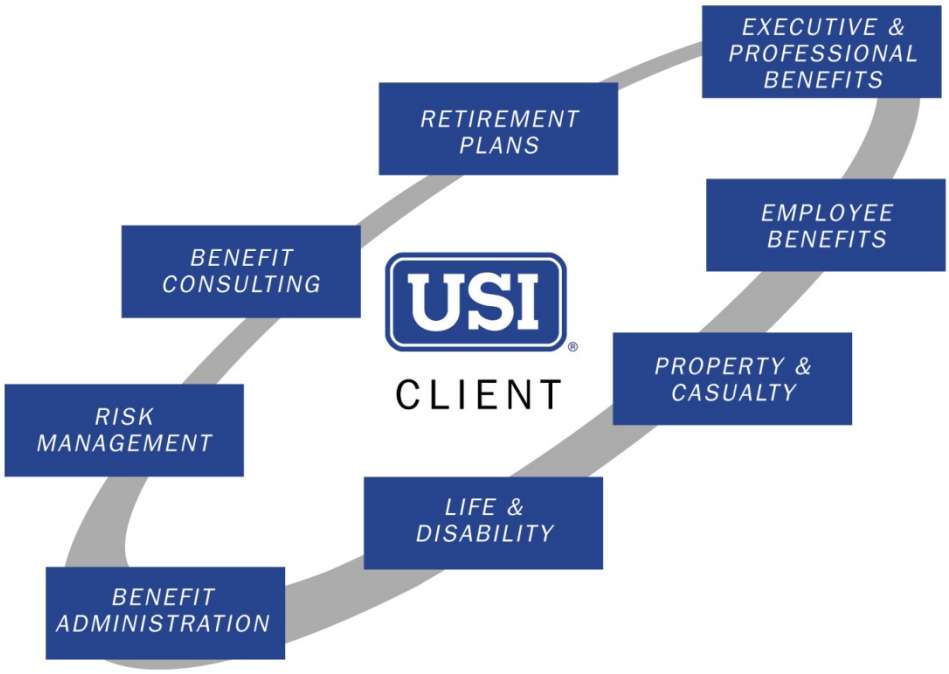
Higher limits and additional coverage may be available. Please contact us if you are interested in additional quotes.

USI Insurance Services, LLC · 1715 N. Westshore Blvd., Suite 700 · Tampa, FL 33607 · 813.321.7500 · www.usi.biz

About USI

THE POWER OF ONE

What makes USI different from other, traditional brokers and consultants?



A single source.

One point of contact. One service administrator
One source for all of your insurance and financial services.

USI's unique delivery design gives you unparalleled single-source access to A complete array of linked solutions from our nationwide network of strategic Partnerships – and a corresponding, cohesive service program that is not just convenient, but responsive to your risk management profile.

Attachment: PCS Boiler 4-15-2013 to 2014 Proposal (3902 : Request Approval of 2013/2014 Property, Boiler & Machinery Insurance Program)

NARRATIVE

We are pleased to provide the 4/15/2013 -2014 Boiler & Machinery renewal quote for Pinellas County Schools. The terms and conditions are as expiring with a slight decrease in the premium from $35,111 to $34,897.

Travelers has also provided few enhancements to the renewal policy this year:

- *The Error in Description limit has been changed from $1,000,000 to reflect Included in the Total Limit per Breakdown*
- *Fungus, Wet Rot & Dry Rot is included at $15,000 Limit for the property and the Business Income & Extra Expense included for 30 days*
- *Green Coverage Enhancements Endorsement is included on renewal as follows:*
    - *Property Damage 5% Factor*
    - *Property Damage limit $25,000*
    - *Business Income/Extra Expense 30 days*

As reminder Travelers Engineers in Florida ALL HAVE their Level II Security Clearances. They all currently have a Transaction Control Number (TCN). This badge and number are used for all the School Districts serviced by Travelers Engineers. All of their Engineers have had background checks in addition to fingerprinting.

Attachment: PCS Boiler 4-15-2013 to 2014 Proposal (3902 : Request Approval of 2013/2014 Property, Boiler & Machinery Insurance Program)

Boiler & Machinery

NAMED INSURED: *Pinellas County Schools*

POLICY PERIOD: *April 15, 2013 - 20141*

POLICY NUMBER: *TBD*

INSURANCE CARRIER: *Travelers Property Casualty Company of America*
Admitted - Best Rating A+ XV

TIV: *$2,520,702,428*

PREMIUM: *$34,897 (includes state required fees)*

LIMITS OF INSURANCE:

Equipment Breakdown Limit	*$200,000,000.*
Property Damage	*Included in Total Limit*
Business Income	*Included in Total Limit*
Extra Expense	*Combined with Business Income*
Spoilage	*$1,000,000.*
Utility Interruption	*$10,000,000.*
Brands & Labels	*$100,000.*
Contingent Business Income	*$50,000.*
Data & Media	*$500,000.*
Error in Description	***Included in Total Limit per Breakdown.***
Expediting Expense	*$1,000,000.*
Newly Acquired Locations	*$1,000,000.*
Ammonia Contamination	*$1,000,000.*
Hazardous Substances	*$1,000,000.*
Water Damage	*$1,000,000.*
Fungus, Wet Rot & Dry Rot Coverage	
Property	***$ 15,000***
Business Income/Extra Expense	***30 Days***
Ordinance or Law, Demolition &Increased Cost of Construction	*$1,000,000.*

Attachment: PCS Boiler 4-15-2013 to 2014 Proposal (3902 : Request Approval of 2013/2014 Property, Boiler & Machinery Insurance Program)

DEDUCTIBLES: *$ 50,000.00 Combined*
24 Hour Waiting period for Utility Interruption

TERMS, CONDITIONS & EXCLUSIONS INCLUDED BUT NOT LIMITED TO:

- *Covered equipment also includes telephone systems, office equipment, fiber optic cables and air conditioning units/systems.*
- *Utility Service Interruption -- Waiting Period 24 Hours*
- *Business Income Period of Restoration Extension 30 Days*
- *Extra Expense Period of Restoration Extension 30 Days*
- *Newly Acquired Locations 365 Days*
- *No "solely supplying" requirement for Utility Interruption*
- *Joint or Disputed Loss Agreement clause Included*
- *New Generation Valuation Included*
- *Ordinary Payroll Included*
- *Production Machines Included*
- *Repair or Replacement Valuation Included*
- *Perils Elimination Endorsement BB T4 39 Included*
- *Certified Acts of Terrorism Included*
- *Green Coverage Enhancement*
  - *Property Damage 5% factor*
  - *Property Damage Limit $25,000*
  - *Business Income/Extra Expense 30 days*
- *Business Income Co-insurance not suspended*
- *Earth Movement Exclusion*
- *Water Exclusion*
- *War & Military Action Exclusion*
- *Nuclear Hazard Exclusion*
- *Mold Exclusion*
- *Deliberate Acts Exclusion*
- *Diagnostic Equipment Excluded*

VALUATION: *Repair or Replacement Cost*

NOTICE OF CANCELLATION AND NON-RENEWAL: *90 Days/10 Days for Non-Payment of Premium*

Attachment: PCS Boiler 4-15-2013 to 2014 Proposal (3902 : Request Approval of 2013/2014 Property, Boiler & Machinery Insurance Program)

Premium Summary

Coverage	Carrier	AM Best Rating	* Non-Admitted	Minimum Earned	Current	Renewal
Boiler & Machinery	Travelers	A+ XV	No	No	$35,111.00*	$34,897.00*
*includes fees						
Total Estimated Annual Premium					$35,111.00*	$34,897.00*

Proposed Policy Term: Annual

Payment Terms: 4/15/2013-2014

Binding Requirements:

- "Client Authorization To Bind" signed by the insured

INFORMATION CONCERNING OUR FEES: Unless otherwise specifically negotiated and agreed to with our client, our professional fees are customarily based on commission calculated as a percentage of the premium collected by the insurer and are paid to us by the insurer. We may also receive from insurers and insurance intermediaries additional compensation (monetary and non-monetary), which is contingent on volume, profitability or other factors pursuant to agreements we may have with them relating to all or part of the business we place with those insurers or through those intermediaries. Such agreements may be in effect with one or more of the insurers with whom your insurance is placed, or with the insurance intermediary we use to place your insurance. We will be pleased to discuss with you further details of any contingent compensation agreements pertinent to your placement upon your request.

INFORMATION CONCERNING OUR FEES: You have agreed to pay compensation to USI, for the placement of insurance, pursuant to a written agreement. USI may also receive from insurers and insurance intermediaries additional compensation (monetary or non-monetary), which is contingent on volume, profitability or other factors pursuant to agreements USI may have with them relating to all or part of the business USI places with those insurers or through those intermediaries. Such agreements may be in effect with one or more of the insurers with whom your insurance is placed, or with the insurance intermediary USI uses to place your insurance. USI will be pleased to discuss with you further details of any contingent compensation agreements pertinent to your placement upon your request.

Note: This is a coverage summary, not a legal contract. This summary is provided to assist in your understanding of your insurance program. Please refer to the actual policies for specific terms, conditions, limitations and exclusions that will govern in the event of a loss. Specimen copies of all policies are available for review prior to the binding of coverage.

In evaluating your exposure to loss, we have been dependent upon information provided by you. If there are other areas that need to be evaluated prior to binding of coverage, please bring these areas to our attention. Should any of your exposures change after coverage is bound, such as your beginning new operation, hiring employees in new states, buying additional property, etc., please let us know so proper coverage(s) can be discussed.

Higher limits may be available. Please contact us if you would like a quote for higher limits.

Attachment: PCS Boiler 4-15-2013 to 2014 Proposal (3902 : Request Approval of 2013/2014 Property, Boiler & Machinery Insurance Program)

USI PRIVACY NOTICE

Our Privacy Promise to You

USI provides this notice to you, our customer, so that you will know what we will do with the personal information, personal financial and health information (collectively referred to as the "protected information") that we may receive from you directly or receive from your health care provider or receive from another source that you have authorized to send us your protected information. We at USI are concerned about your privacy and assure you that we will do what is required of us to safeguard your protected information.

What types of information will we be collecting?

USI collects information from you required both for our business and pursuant to regulatory requirements. Without it, we cannot provide our products and services for you. We will be collecting protected information about you from:

- Applications or other forms, such as name, address, Social Security number, assets and income, employment status and dependent information;
- Your transactions with us or your transactions with others, such as account activity, payment history, and products and services purchased;
- Consumer reporting agencies, such as credit relationships and credit history. These agencies may retain their reports and share them with others who use their services;
- Other individuals, businesses and agencies, such as medical and demographic information; and
- Visitors to our websites, such as information from on-line forms, site visitorship data and on-line information collection devices, commonly called "cookies."

What will we do with your protected information?

The information USI gathers is shared within our company to help us maximize the services we can provide to our customers. We will only disclose your protected information as is necessary for us to provide the insurance products and services you expect from us. USI does not sell your protected information to third parties, nor does it sell or share customer lists.

We may also disclose all of the information described above to third parties with which we contract for services. In addition, we may disclose your protected information to medical care institutions or medical professionals, insurance regulatory authorities, law enforcement or other government authorities, or to affiliated or nonaffiliated third parties as is reasonably necessary to conduct our business or as otherwise permitted by law.

Our Security Procedures

At USI, we have put in place the highest measures to ensure the security and confidentiality of customer information. We will handle the protected information we receive by restricting access to the protected information about you to those employees and agents of ours who need to know that information to provide you with our products or services or to otherwise conduct our business, including actuarial or research studies. Our computer database has multiple levels of security to protect against threats or hazards to the integrity of customer records, and to protect against unauthorized access to records that may harm or inconvenience our customers. We maintain physical, electronic, and procedural safeguards that comply with federal and state regulations to safeguard all of your protected information.

Our Legal Use of Information

We retain the right to use ideas, concepts, know-how, or techniques contained in any nonpublic personal information you provide to us for our own purposes, including developing and marketing products and services.

Your Right to Review Your Records

You have the right to review the protected information about you relating to any insurance or annuity product issued by us that we could reasonably locate and retrieve. You may also request that we correct, amend or delete any inaccurate information by writing to us at the above address.

Attachment: PCS Boiler 4-15-2013 to 2014 Proposal (3902 : Request Approval of 2013/2014 Property, Boiler & Machinery Insurance Program)

Client Authorization To Bind

Important Information: Please keep in mind coverage cannot be bound when severe weather is threatening regardless of the expiration date.

After careful consideration of your proposal dated March 8, 2013, we accept your insurance program as presented with the following exceptions, changes, and/or recommendations:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____ _____

Client Signature Date Signed

Pinellas County School Board

USI PROTECT. MANAGE. GROW.

Attachment: PCS Boiler 4-15-2013 to 2014 Proposal (3902 : Request Approval of 2013/2014 Property, Boiler & Machinery Insurance Program)

04/09/13 10:30 AM
Regular School Board Meeting
301 Fourth Street SW
Largo, FL 33770

Pinellas County Schools

ADOPTED

REQUEST FOR APPROVAL (ID # 3921)

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. Lenard Allen, Sr., Employed as a Bus Driver with Transportation Department

BACKGROUND:
Mr. Lenard Allen violated the Pinellas County School Board Policy 8600.02 "Requirements for School Bus Drivers." by failing to abide by Section 2.02, V of the School Bus Driver Handbook and termination is recommended.

STRATEGIC DIRECTON: Managing Productive Systems

ALTERNATIVES:
1. Accept the Superintendent's recommendation to dismiss Mr. Allen Sr. effective the close of business on April 9, 2013.
2. If an administrative hearing is requested, suspend Mr. Allen Sr. without pay effective April 10, 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:
On the morning of February 28, 2013, a transportation dispatcher received a call at approximately 7:15 a.m. informing them that a student fell asleep on the bus and when he woke up he did not know his location. The dispatcher called Mr. Allen directing him to check his bus which was parked at the compound. Mr. Allen found the student on his bus. Mr. Allen told dispatch that he had checked his bus after his run as required but did not see the student at the time. Dispatch directed Mr. Allen to drive his bus back to the school and walk the student inside the school.

The school bus digital video recorder (DVR) revealed that Mr. Allen failed to walk to the rear of the bus and return up the isle checking each seat as required. The DVR further revealed that after his morning run, Mr. Allen returned to the compound, parked his bus and disembarked. After approximately eight (8) minutes, dispatch called Mr. Allen and requested that he return to his bus where he found the student.

This recommendation to dismiss Mr. Allen is based on the fact that he violated Pinellas County School Board Policies 4140 A (9a), "Failure to perform the duties of the position," 4140 A (22), "Misconduct or Misconduct in office," 4140 A (24), "Failure to comply with board policy, State law, or appropriate contractual agreement" and 8600.02 "Requirements for School Bus Drivers."

EMPLOYMENT HISTORY:

07/10/03 Bus Driver Intern, Transportation Department
07/26/04 Bus Driver, Transportation Department

EVALUATIONS:
Mr. Allen's performance appraisals have been satisfactory with the following exceptions:
02/09/05 Needs Improvement: Judgment
02/14/06 Needs Improvement: Attendance, Judgment
01/24/07 Needs Improvement: Attendance
Unsatisfactory: Judgment
02/19/08 Needs Improvement: Attendance, Judgment

DISCIPLINE:
12/09/04 Conference Summary, Supervisor, Disparaging Remarks
08/31/05 Conference Summary, District, Misconduct
02/20/07 Suspended three (3) days without pay, District, for Safe Driver Plan

EMPLOYEE STATEMENT:
On March 6, 2013, a Union Representative, Transportation Supervisor and an Office of Professional Standards (OPS) Administrator, met with Mr. Allen to discuss the allegation. Mr. Allen admitted he did not walk his bus and stated that, "he forgot and made a mistake." He also stated," after his morning run he was running late to pick up his bus assistant who was located at Walter Pownall Service Center (WPSC)." Mr. Allen stated he is a good relief driver who comes to work every day. He also stated that he averages more than ten (10) hours work in a day.

CONCLUSION:
Mr. Allen's actions are a violation of the policies listed above and constitute grounds for his dismissal.

IMPACT STATEMENT:
Mr. Allen's annual salary is $19, 952.64.

DATA SOURCE:
Valencia Walker, Administrator, Office of Professional Standards
Richard McBride, Director, Transportation Department

SUBMITTED BY:
Laurie Dart, Staff Attorney – reviewed as to form

Case number 13B- 011

ATTACHMENTS:

- Allen Lenard charge letter dismissal (PDF)

PINELLAS COUNTY SCHOOLS

ADMINISTRATION BUILDING
301 Fourth St. SW
P.O. Box 294
Largo, FL 33779-294
Ph. (727) 588-60(

SCHOOL BOARD
PINELLAS COUNTY, FLORI
Chairpers
Carol J. Co
Vice Chairpers
Peggy L. O'Sh
Janet R. Cl
Rene Flow
Terry Krass
Linda S. Ler
Robin L. Wi
Superintend
Michael A. Grego, Ed

March 19, 2013

CERTIFIED AND REGULAR MAIL

Mr. Lenard Allen, Sr.
3700 – 9th Avenue North, Apt. A15
St. Petersburg, Florida 33713

Dear Mr. Allen:

This is to advise you that at the regularly scheduled Pinellas County School Board meeting on April 9, 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 April 9, 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 April 9, 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 David Koperski, School Board Attorney, no later than Monday, April 8, 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 Mr. Koperski at 588-6219.

Respectfully,

Michael A. Grego, Ed.D.
Superintendent

cc: Laurie Dart – Staff Attorney
Michael Bessette – Associate Superintendent, Operational Services
Richard McBride – Director, Transportation Department
Marilyn Lusher – Director, Human Resources Department
Suzan Hartman – Risk Management
Mickey Converse – Payroll Department
Personnel File
Invest File

_____
Signature/Date

Attachment: Allen Lenard charge letter dismissal (3921 : Lenard Allen Sr. 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.

04/09/13 10:30 AM
Regular School Board Meeting
301 Fourth Street SW
Largo, FL 33770

Pinellas County Schools

ADOPTED

REQUEST FOR APPROVAL (ID # 3922)

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval of the Recommendation to Dismiss Ms. Belinda Ivey, Employed as a Bus Driver with Transportation Department

BACKGROUND:
Ms. Belinda Ivey continually failed to cooperate in the investigation of two serious allegations concerning the safety and welfare of students. Despite her failure to cooperate in the investigation, it was determined that Ms. Ivey engaged in reckless conduct and violated school board policies.

STRATEGIC DIRECTON: Managing Productive Systems

ALTERNATIVES:
1. Accept the Superintendent's recommendation to dismiss Ms. Belinda Ivey effective the close of business on April 9, 2013.
2. If an administrative hearing is requested, suspend Ms. Ivey without pay effective April 10, 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:
On the morning of February 4, 2013, Ms. Ivey notified a transportation dispatcher that she may have hit a student that was running late. She did not make the mandatory call to a transportation dispatcher until thirty minutes after the incident. Thereafter, she failed to maintain contact with transportation dispatcher for a period of one (1) hour. Upon contact with Ms. Ivey after numerous attempts, the dispatcher directed her to return to the scene of the possible accident to meet with transportation supervisors. The supervisor utilized the route sheet to identify the student who would have been picked up at that stop and met with her at her school. The supervisor and interpreter met with the student who admitted she "jumped back, tripped and fell on her arm and was sore but okay."

In the course of investigating the February 4th incident, a transportation supervisor learned that Ms. Ivey's commercial driving privileges had been placed on a medical hold on January 23, 2013. Ms. Ivey called out sick for the remainder of the afternoon of January 23, 2013 but drove her morning and afternoon runs on January 24, 2013. Ms. Ivey called out sick all day on Friday, January 25, 2013. During this time frame, Ms. Ivey failed to notify her supervisors of the medical hold. As of February 1, 2013, Ms. Ivey did receive medical clearance.

Ms. Ivey was noticed to appear to the OPS on three (3) occasions, February 20, 28 and March 4, 2013. On the first meeting, Ms. Ivey turned her back to the OPS administrator and faced the

door and otherwise refused to speak. On the second meeting, Ms. Ivey asked to use the restroom and never returned to the office to complete the meeting. On the third meeting she refused to report to OPS necessitating a supervisor to drive her to the administration building where she covered her face with her hands, closed her eyes and refused to speak. She did, however pass a note to the administrator stating "….The way that I saw (the student's name) in the car that day she did look like she was in pain."

This recommendation to dismiss Ms. Ivey is based on the fact that she violated Pinellas County School Board Policies 4140 – Discipline of Support Staff, "All Board employees shall cooperate fully with appropriate authorities who are conducting investigations into employee conduct," 4140 A (9), "Incompetence as evidenced by inability or lack of fitness to discharge the required duty," 4140 A (9a), "Failure to perform the duties of the position," 4140 A (19), "Failure to correct performance deficiencies," 4140 A (20), "Insubordination, which is defined as a continuing or failure to obey a direct order, reasonable in nature, and given by and with proper authority," 4140 A (22), "Misconduct or Misconduct in office" and 4140 A (24), "Failure to comply with board policy, State law, or appropriate contractual agreement."

EMPLOYMENT HISTORY:

09/05/00	Bus Driver Substitute, Transportation Department
09/14/00	Resigned
09/22/05	Bus Driver Substitute, Transportation Department
10/17/05	Bus Driver, Transportation Department

EVALUATIONS:

M. Ivey's performance appraisals have been satisfactory with the following exceptions:

02/01/09	Needs Improvement: Job Knowledge, Judgment
01/31/11	Needs Improvement: Quality of Work
02/08/12	Needs Improvement: Judgment

DISCIPLINE:

02/08/10	Conference Summary, Supervisor, Failure to correct performance deficiencies
02/18/10	Conference Summary, Supervisor, Failure to comply with board policy, State law, or appropriate contractual agreement
10/20/11	Caution, Supervisor, Failure to comply with board policy, State law, or appropriate contractual agreement and Misconduct
05/23/12	Reprimand, Supervisor, Failure to perform the duties of the position and Failure to correct performance deficiencies
12/15/12	Reprimand, Supervisor, Failure to perform the duties of the position and Failure to correct performance deficiencies
02/20/13	Conference Summary, Supervisor, Failure to perform the duties of the position and Failure to correct performance deficiencies

EMPLOYEE STATEMENT:

During the three (3) meetings with OPS, Ms. Ivey refused to cooperate and when she did speak her statements were incoherent.

CONCLUSION:

Ms. Ivey's actions are a violation of the policies listed above and constitute grounds for her dismissal.

IMPACT STATEMENT:
Ms. Ivey's annual salary is $19, 860.48.

DATA SOURCE:
Valencia Walker, Administrator, Office of Professional Standards
Richard McBride, Director, Transportation Department

SUBMITTED BY:
Laurie Dart, Staff Attorney – reviewed as to form

Case number 13B- 010

ATTACHMENTS:

- Ivey Belinda charge letter dismissal(PDF)

PINELLAS COUNTY SCHOOLS

ADMINISTRATION BUILDING
301 Fourth St. SW
P.O. Box 294
Largo, FL 33779-294
Ph. (727) 588-60

SCHOOL BOARD
PINELLAS COUNTY, FLORI
Chairpers
Carol J. Co

Vice Chairpers
Peggy L. O'Sh

Janet R. Cl
Rene Flow
Terry Krass
Linda S. Ler
Robin L. Wi

Superintend
Michael A. Grego, Ed

March 19, 2013

CERTIFIED AND REGULAR MAIL

Ms. Belinda Ivey
3612 Tifton Street North
St. Petersburg, Florida 33713

Dear Ms. Ivey:

This is to advise you that at the regularly scheduled Pinellas County School Board meeting on April 9, 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 April 9, 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 April 9, 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 David Koperski, School Board Attorney, no later than Monday, April 8, 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 Mr. Koperski at 588-6221.

Respectfully,

Michael A. Grego, Ed.D.
Superintendent

cc: Laurie Dart – Staff Attorney
Michael Bessette – Associate Superintendent, Operational Services
Richard McBride – Director, Transportation Department
Marilyn Lusher – Director, Human Resources Department
Suzan Hartman – Risk Management
Mickey Converse – Payroll Department
Personnel File
Invest File

_____
Signature/Date

Attachment: Ivey Belinda charge letter dismissal (3922 : Belinda Ivey 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.

04/09/13 10:30 AM
Regular School Board Meeting
301 Fourth Street SW
Largo, FL 33770

Pinellas County Schools

ADOPTED

REQUEST FOR APPROVAL (ID # 3923)

April 9, 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 Title III, Part A – English Language Acquisition Grant $65,774.44 Additional (new total: $699,340.26)

BACKGROUND:

A. Title III provides supplemental educational services for English language learners (ELL). Roll forward funds in the amount of $65,774.44 will be added to the budget approved on July 24, 2012 resulting in a new grant total of $699,340.26. Additional funds will be used to purchase iPads for classrooms with ELL students to supplement and enhance their learning experiences and equip ELLs with the 21st Century skills.
STRATEGIC DIRECTION/GOAL: Student Achievement and Technology

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 SOURCE:

Jan Urbanski, Ed. D., Director, Special Projects (Item A)
Natasa Karac, Ed. D., ESOL Program Coordinator (Item A)

SUBMITTED BY:

Steven Swartzel, Director, Governmental Services

ATTACHMENTS:

- A Title III , Part A amendment 040913 (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: April 9, 2013.

A. Title of Project: Amendment (additional funds) to Title III, Part A – English Language Acquisition 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: $ 65,774.44 additional (new total: $699,340.26)

Status of Project:

New: Renewal: Amendment: X

If Amendment:

Additional Funds: Reduced Funds: Time Extension: Other: X

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 and Technology

Program Description:
Title III provides supplemental educational services for English language learners (ELL). Roll forward funds in the amount of $65,774.44 will be added to the budget approved on July 24, 2012 resulting in a new grant total of $699,340.26. Additional funds will be used to purchase iPads for classrooms with ELL students to supplement and enhance their learning experiences and equip ELLs with the 21st Century skills. An educational app Volume Voucher will be purchased for use with iPads in order to secure the supplemental language learning apps for iPads. Funding will also provide for a full day of professional development to teachers of ELLs who will be using the iPads in their classrooms.

Attachment: A Title III , Part A amendment 040913 (3923 : Special Projects)

Page 2:

Usage in other districts: Yes X No

Visits by PCS Staff: N/A Date: Person:

Students to be served/Target Audience: English Language Learner (ELL) students

Performance Data, Research Findings, or Improvement Results:
Increase in English language proficiency as measured by the state, standardized Comprehensive English Language Learning Assessment (CELLA); increased ELL student achievement as measured by the Annual Measurable Objectives (AMOs)

Contact Person: Natasa Karac, Ed. D., ESOL Program Coordinator

Grant Proposal/Contract Developer(s): Natasa Karac, Ed. D., ESOL Program Coordinator

NO COST TO DISTRICT OPERATING FUNDS

Target Schools: Schools with high ELL population

Budget:

Personnel (Salaries & Fringe) • Stipends for teachers	$ 4,685.11
Materials & Supplies • App volume voucher	$ 5,000.00
Equipment and Other Capital Costs	$ 51,874.44
Other Purchased Services • Apple professional Development	$ 2,900.00
Indirect Costs (Federal Funds Only)	$ 1,314.89
TOTAL	**$ 65,774.44**

SUPERINTENDENT TO SIGN 0 COPIES AS MARKED

BOARD CHAIRMAN TO SIGN 0 COPIES AS MARKED

Attachment: A Title III , Part A amendment 040913 (3923 : Special Projects)

04/09/13 10:30 AM
Regular School Board Meeting
301 Fourth Street SW
Largo, FL 33770

Pinellas County Schools

ADOPTED

REQUEST FOR APPROVAL (ID # 3903)

April 9, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval of Budget Amendment No. 5 (January 2013) to the District's 2012/13 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, & Race to the Top (RTTT)
(1) 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 2012/13 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 $72,227 which has corresponding appropriations in various functions.
- Miscellaneous State increased $56,817 which includes $13,240 for Childcare Workers Trust, $1,139 for CPR/First Aid Training and $42,438 for Fuel Tax Refunds.
- Rental income increased $12,477 with corresponding offsets to appropriations.
- Student fees increased $155,880 with corresponding appropriations mainly in 5300 function.
- Miscellaneous local sources increased $375,029 which represents revenue received from miscellaneous school based collections.
- Capital Outlay Transfers increased by $92,613 which represents revenue for Charter School Capital Outlay.

Total estimated revenues and transfers increased $765,043. Appropriations increased $755,406. There was no change in non-spendable, restricted or assigned fund balance. Unassigned fund balance increased $9,637.

DATA SOURCE:
Kevin W. Smith, CPA, Associate Superintendent, Finance & Business Services
Karen L. Coffey, Executive Director, Budget & Resource Allocations
Catherine N. 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.5 (January 2013) (PDF)

PINELLAS COUNTY SCHOOL BOARD

For the Month Ending
January 31, 2013

FUNC-TION	OBJECT	DESCRIPTION	Original Budget 9/11/2012	BUDGET AMENDMENT No. 4	Increase/ (Decrease)	BUDGET AMENDMENT No. 5
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	2,955,220	72,227	3,027,447
3230	000	DISABILITIES EDUCATION ACT	13,870	13,870	0	13,870
	TOTAL	FEDERAL THRU STATE	$2,766,870	$2,969,090	$72,227	$3,041,317
		STATE SOURCES				
3310	000	FLORIDA EDUCATION FINANCE PROGRAM	79,822,585	76,529,241	0	76,529,241
3310	000	SAFE SCHOOLS	3,081,379	3,093,450	0	3,093,450
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	4,711,946	0	4,711,946
3310	000	DJJ SUPPLEMENTAL ALLOCATION	554,429	454,112	0	454,112
3310	000	VIRTUAL EDUCATION CONTRIBUTION	155,094	128,070	0	128,070
3310	000	FLORIDA TEACHERS LEAD PROGRAM	1,212,609	1,212,609	0	1,212,609
3310	000	INSTRUCTIONAL MATERIALS	7,940,760	7,833,596	0	7,833,596
3310	000	TRANSPORTATION	13,543,323	12,927,015	0	12,927,015
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	113,737,963	0	113,737,963
3361	000	SCHOOL RECOGNITION	5,067,913	5,067,913	0	5,067,913
3371	000	VOLUNTARY PRE K PROGRAM	70,711	649,783	0	649,783
3399	000	MISCELLANEOUS STATE REVENUE	4,598,755	5,046,567	56,817	5,103,384
	TOTAL	STATE SOURCES	$322,209,154	$320,764,872	$56,817	$320,821,689
		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	1,416,221	12,477	1,428,698
3430	000	INTEREST INCOME	2,500,000	2,500,000	0	2,500,000
346X	000	STUDENT FEES	2,404,534	2,567,791	155,880	2,723,671
3481	000	CHARGES FOR SERVICES	1,300,000	1,300,000	0	1,300,000
349X	000	MISCELLANEOUS LOCAL SOURCES	8,361,153	10,808,365	375,029	11,183,394
	TOTAL	LOCAL SOURCES	$400,324,349	$403,146,504	$543,386	$403,689,890
		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	$727,500,466	$672,430	$728,172,896

Attachment: Budget Amendment No.5 (January 2013) (3903 : Budget Amendment No. 5 (January 2013))

PINELLAS COUNTY SCHOOL BOARD

For the Month Ending
January 31, 2013

FUNC-TION	OBJECT	DESCRIPTION	Original Budget 9/11/2012	BUDGET AMENDMENT No. 4	Increase/ (Decrease)	BUDGET AMENDMENT No. 5
OPERATING (GENERAL) FUND - ESTIMATED REVENUE						
		OTHER FINANCING SOURCES				
		TRANSFERS				
3630	000	TRANS. FROM CAPITAL PROJECTS	23,255,318	23,532,937	92,613	23,625,550
3670	000	TRANS FROM INTERNAL SERVICE FUND	2,244,682	2,244,682	0	2,244,682
	TOTAL	TRANSFERS	$25,500,000	$25,777,619	$92,613	$25,870,232
	TOTAL	*OTHER FINANCING SOURCES*	$25,500,000	$25,777,619	$92,613	$25,870,232
	TOTAL	ESTIMATED RESOURCES	$751,420,373	$753,278,085	$765,043	$754,043,128
		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	$813,957,712	$765,043	$814,722,755
		TOTAL COMBINED ESTIMATED REVENUE AND FUND BALANCE	$812,100,000	$813,957,712	$765,043	$814,722,755

Attachment: Budget Amendment No.5 (January 2013) (3903 : Budget Amendment No. 5 (January 2013))

PINELLAS COUNTY SCHOOL BOARD

For the Month Ending
January 31, 2013

FUNC-TION	OBJECT	DESCRIPTION	Original Budget 9/11/2012	BUDGET AMENDMENT No. 4	Increase/ (Decrease)	BUDGET AMENDMENT No. 5
OPERATING (GENERAL) FUND - APPROPRIATIONS						
		REGULAR EDUCATION				
5100	100	SALARIES	**253,958,801**	**254,552,070**	779	**254,552,849**
5100	200	EMPLOYEE BENEFITS	**71,436,759**	**71,478,631**	(8)	**71,478,623**
5100	300	PURCHASED SERVICES	**29,974,172**	**31,636,292**	189,441	**31,825,733**
5100	400	ENERGY SERVICES	**8,412**	**15,552**	1,947	**17,499**
5100	500	MATERIALS & SUPPLIES	**10,369,161**	**6,831,190**	(636,853)	**6,194,337**
5100	600	CAPITAL EXPENDITURES	**7,888,540**	**8,977,436**	114,896	**9,092,332**
5100	700	OTHER EXPENSE	**124,722**	**138,301**	4,278	**142,579**
	TOTAL	REGULAR EDUCATION	**$373,760,567**	**$373,629,472**	($325,520)	**$373,303,952**
		SPECIAL EDUCATION				
5200	100	SALARIES	**76,828,837**	**77,143,244**	30,159	**77,173,403**
5200	200	EMPLOYEE BENEFITS	**24,915,573**	**24,928,510**	(238)	**24,928,272**
5200	300	PURCHASED SERVICES	**999,735**	**1,047,952**	18,259	**1,066,211**
5200	500	MATERIALS & SUPPLIES	**383,052**	**299,934**	(15,599)	**284,335**
5200	600	CAPITAL EXPENDITURES	**63,862**	**240,900**	16,346	**257,246**
5200	700	OTHER EXPENSE	**0**	**7,200**	4,000	**11,200**
	TOTAL	SPECIAL EDUCATION	**$103,191,059**	**$103,667,740**	$52,927	**$103,720,667**
		VOCATIONAL EDUCATION				
5300	100	SALARIES	**13,909,591**	**13,913,538**	20,074	**13,933,612**
5300	200	EMPLOYEE BENEFITS	**4,178,258**	**4,178,302**	125	**4,178,427**
5300	300	PURCHASED SERVICES	**0**	**8,592**	7,564	**16,156**
5300	400	ENERGY SERVICES	**100**	**100**	0	**100**
5300	500	MATERIALS & SUPPLIES	**662,439**	**589,637**	4,283	**593,920**
5300	600	CAPITAL EXPENDITURES	**64,910**	**498,199**	88,721	**586,920**
5300	700	OTHER EXPENSE	**408**	**6,550**	17,629	**24,179**
	TOTAL	VOCATIONAL EDUCATION	**$18,815,706**	**$19,194,918**	$138,396	**$19,333,314**
		ADULT CONTINUED EDUCATION				
5400	100	SALARIES	**4,428,829**	**4,675,291**	32,659	**4,707,950**
5400	200	EMPLOYEE BENEFITS	**1,503,538**	**1,601,770**	(48)	**1,601,722**
5400	300	PURCHASED SERVICES	**4,766**	**12,855**	176	**13,031**
5400	500	MATERIALS & SUPPLIES	**39,834**	**71,988**	3,241	**75,229**
5400	600	CAPITAL EXPENDITURES	**9,071**	**18,733**	1,992	**20,725**
5400	700	OTHER EXPENSE	**0**	**3,000**	0	**3,000**
	TOTAL	ADULT CONTINUED EDUCATION	**$5,986,038**	**$6,383,637**	$38,020	**$6,421,657**
		PRE KINDERGARTEN				
5500	100	SALARIES	**1,334,188**	**1,977,701**	0	**1,977,701**
5500	200	EMPLOYEE BENEFITS	**640,424**	**939,803**	0	**939,803**
5500	300	PURCHASED SERVICES	**930**	**940**	0	**940**
5500	500	MATERIALS & SUPPLIES	**12,840**	**47,804**	0	**47,804**
5500	600	CAPITAL EXPENDITURES	**2,310**	**11,836**	0	**11,836**
	TOTAL	PRE KINDERGARTEN	**$1,990,692**	**$2,978,084**	$0	**$2,978,084**
		OTHER INSTRUCTION				
5900	100	SALARIES	**0**	**32,308**	59,893	**92,201**
5900	200	EMPLOYEE BENEFITS	**0**	**200**	0	**200**
	TOTAL	OTHER INSTRUCTION	**$0**	**$32,508**	$59,893	**$92,401**
		SUBTOTAL - INSTRUCTIONAL SERVICES	*$503,744,062*	*$505,886,359*	*($36,284)*	*$505,850,075*

Attachment: Budget Amendment No.5 (January 2013) (3903 : Budget Amendment No. 5 (January 2013))

PINELLAS COUNTY SCHOOL BOARD

For the Month Ending
January 31, 2013

FUNC-TION	OBJECT	DESCRIPTION	Original Budget 9/11/2012	BUDGET AMENDMENT No. 4	Increase/ (Decrease)	BUDGET AMENDMENT No. 5
OPERATING (GENERAL) FUND - APPROPRIATIONS						
		ATTENDANCE & SOCIAL WORK				
6110	100	SALARIES	**3,268,966**	**3,307,440**	9,617	**3,317,057**
6110	200	EMPLOYEE BENEFITS	**934,301**	**948,946**	0	**948,946**
6110	300	PURCHASED SERVICES	**35,948**	**34,920**	(9,910)	**25,010**
6110	500	MATERIALS & SUPPLIES	**11,566**	**0**	5,497	**5,497**
6110	600	CAPITAL EXPENDITURES	**0**	**27,250**	0	**27,250**
6110	700	OTHER EXPENSE	**25**	**25**	0	**25**
	TOTAL	ATTENDANCE & SOCIAL WORK	**$4,250,806**	**$4,318,581**	$5,204	**$4,323,785**
		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**	**16,729**	1,000	**17,729**
6120	500	MATERIALS & SUPPLIES	**36,147**	**33,883**	(303)	**33,580**
6120	600	CAPITAL EXPENDITURES	**23,669**	**23,969**	0	**23,969**
6120	700	OTHER EXPENSE	**654**	**984**	0	**984**
	TOTAL	GUIDANCE SERVICES	**$14,677,297**	**$14,695,062**	$697	**$14,695,759**
		HEALTH SERVICES				
6130	100	SALARIES	**1,310,015**	**1,339,214**	0	**1,339,214**
6130	200	EMPLOYEE BENEFITS	**452,786**	**461,312**	0	**461,312**
6130	300	PURCHASED SERVICES	**592,261**	**588,824**	11	**588,835**
6130	500	MATERIALS & SUPPLIES	**9,262**	**13,885**	5,384	**19,269**
6130	600	CAPITAL OUTLAY	**6,421**	**13,421**	0	**13,421**
6130	700	OTHER EXPENSE	**3,240**	**5,796**	0	**5,796**
	TOTAL	HEALTH SERVICES	**$2,373,985**	**$2,422,452**	$5,395	**$2,427,847**
		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**	**76,808**	0	**76,808**
6140	500	MATERIALS & SUPPLIES	**63,524**	**72,670**	(203)	**72,467**
6140	600	CAPITAL EXPENDITURES	**6,820**	**6,820**	2,535	**9,355**
6140	700	OTHER EXP.	**125**	**125**	0	**125**
	TOTAL	PSYCHOLOGICAL SERVICES	**$4,349,789**	**$4,357,029**	$2,332	**$4,359,361**
		PARENTAL INVOLVEMENT				
6150	100	SALARIES	**682,733**	**704,641**	4,834	**709,475**
6150	200	EMPLOYEE BENEFITS	**248,336**	**247,806**	575	**248,381**
6150	300	PURCHASED SERVICES	**0**	**605**	0	**605**
6150	500	MATERIALS & SUPPLIES	**0**	**2,950**	0	**2,950**
	TOTAL	PARENTAL INVOLVEMENT	**$931,069**	**$956,002**	$5,409	**$961,411**
		OTHER PUPIL PERSONNEL SVC				
6190	100	SALARIES	**2,070,656**	**2,066,335**	4,000	**2,070,335**
6190	200	EMPLOYEE BENEFITS	**722,684**	**718,508**	0	**718,508**
6190	300	PURCHASED SERVICES	**58,418**	**61,481**	802	**62,283**
6190	500	MATERIALS & SUPPLIES	**26,142**	**18,420**	(802)	**17,618**
6190	600	CAPITAL EXPENDITURES	**32,028**	**32,617**	0	**32,617**
6190	700	OTHER EXPENSE	**200**	**2,825**	0	**2,825**
	TOTAL	OTHER PUPIL PERSONNEL SVC	**$2,910,128**	**$2,900,186**	$4,000	**$2,904,186**
	SUBTOTAL - PUPIL SERVICES		*$29,493,074*	*$29,649,312*	*$23,037*	*$29,672,349*

Attachment: Budget Amendment No.5 (January 2013) (3903 : Budget Amendment No. 5 (January 2013))

PINELLAS COUNTY SCHOOL BOARD

For the Month Ending
January 31, 2013

FUNC-TION	OBJECT	DESCRIPTION	Original Budget 9/11/2012	BUDGET AMENDMENT No. 4	Increase/ (Decrease)	BUDGET AMENDMENT No. 5
OPERATING (GENERAL) FUND - APPROPRIATIONS						
		INSTRUCTIONAL MEDIA				
6200	100	SALARIES	**6,200,561**	**6,199,186**	(920)	**6,198,266**
6200	200	EMPLOYEE BENEFITS	**1,853,010**	**1,856,131**	(551)	**1,855,580**
6200	300	PURCHASED SERVICES	**55,053**	**56,635**	868	**57,503**
6200	400	ENERGY SERVICES	**2,500**	**1,500**	0	**1,500**
6200	500	MATERIALS & SUPPLIES	**136,446**	**149,755**	3,403	**153,158**
6200	600	CAPITAL EXPENDITURES	**684,416**	**610,811**	(6,517)	**604,294**
6200	700	OTHER EXPENSE	**592**	**7,092**	(800)	**6,292**
	TOTAL	INSTRUCTIONAL MEDIA	**$8,932,578**	**$8,881,110**	($4,517)	**$8,876,593**
		CURRICULUM & INSTRUCTION				
6300	100	SALARIES	**6,456,413**	**6,034,316**	447,511	**6,481,827**
6300	200	EMPLOYEE BENEFITS	**1,794,285**	**1,803,119**	(782)	**1,802,337**
6300	300	PURCHASED SERVICES	**181,761**	**261,515**	23,527	**285,042**
6300	500	MATERIALS & SUPPLIES	**0**	**0**	234,508	**234,508**
6300	600	CAPITAL EXPENDITURES	**268,809**	**369,389**	(249,099)	**120,290**
6300	700	OTHER EXPENSE	**30,326**	**35,541**	364	**35,905**
	TOTAL	CURRICULUM & INSTRUCTION	**$8,731,594**	**$8,503,880**	$456,029	**$8,959,909**
		STAFF DEVELOPMENT				
6400	100	SALARIES	**3,134,354**	**3,197,735**	50,163	**3,247,898**
6400	200	EMPLOYEE BENEFITS	**808,478**	**817,221**	6,543	**823,764**
6400	300	PURCHASED SERVICES	**137,774**	**271,908**	10,567	**282,475**
6400	500	MATERIALS & SUPPLIES	**217,398**	**200,057**	(8,137)	**191,920**
6400	600	CAPITAL EXPENDITURES	**7,901**	**9,928**	2,016	**11,944**
6400	700	OTHER EXPENSE	**6,188**	**8,387**	(380)	**8,007**
	TOTAL	STAFF DEVELOPMENT	**$4,312,093**	**$4,505,236**	$60,772	**$4,566,008**
		INSTRUCTIONAL TECHNOLOGY				
6500	100	SALARIES	**1,665,307**	**1,664,921**	0	**1,664,921**
6500	200	EMPLOYEE BENEFITS	**491,779**	**491,379**	0	**491,379**
6500	300	PURCHASED SERVICES	**1,806**	**3,806**	0	**3,806**
6500	500	MATERIALS & SUPPLIES	**50,021**	**71,779**	(25,617)	**46,162**
6500	600	CAPITAL EXPENDITURES	**276**	**2,218**	26,099	**28,317**
	TOTAL	INSTRUCTIONAL TECHNOLOGY	**$2,209,189**	**$2,234,103**	$482	**$2,234,585**
	SUBTOTAL - INSTRUCTIONAL SUPPORT		*$24,185,454*	*$24,124,329*	*$512,766*	*$24,637,095*
		SCHOOL BOARD				
7100	100	SALARIES	**796,335**	**796,375**	0	**796,375**
7100	200	EMPLOYEE BENEFITS	**1,743,109**	**1,743,112**	0	**1,743,112**
7100	300	PURCHASED SERVICES	**266,434**	**261,132**	3,000	**264,132**
7100	500	MATERIALS & SUPPLIES	**17,243**	**17,243**	(1,000)	**16,243**
7100	600	CAPITAL EXPENDITURES	**624**	**4,622**	0	**4,622**
7100	700	OTHER EXPENSE	**37,847**	**39,108**	0	**39,108**
	TOTAL	SCHOOL BOARD	**$2,861,592**	**$2,861,592**	$2,000	**$2,863,592**
		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**	**112,496**	16,365	**128,861**
7200	500	MATERIALS & SUPPLIES	**279,348**	**251,009**	(4,815)	**246,194**
7200	600	CAPITAL EXPENDITURES	**3,244**	**7,205**	165	**7,370**
7200	700	OTHER EXPENSE	**33,188**	**33,708**	0	**33,708**
	TOTAL	GENERAL ADMINISTRATION	**$2,552,686**	**$2,531,912**	$11,715	**$2,543,627**

Attachment: Budget Amendment No.5 (January 2013) (3903 : Budget Amendment No. 5 (January 2013))

PINELLAS COUNTY SCHOOL BOARD

For the Month Ending
January 31, 2013

FUNC-TION	OBJECT	DESCRIPTION	Original Budget 9/11/2012	BUDGET AMENDMENT No. 4	Increase/ (Decrease)	BUDGET AMENDMENT No. 5
OPERATING (GENERAL) FUND - APPROPRIATIONS						
		SCHOOL ADMINISTRATION				
7300	100	SALARIES	**36,055,299**	**36,087,491**	20,099	**36,107,590**
7300	200	EMPLOYEE BENEFITS	**11,756,573**	**11,761,284**	7,142	**11,768,426**
7300	300	PURCHASED SERVICES	**559,034**	**579,407**	6,121	**585,528**
7300	500	MATERIALS & SUPPLIES	**242,870**	**221,072**	6,794	**227,866**
7300	600	CAPITAL EXPENDITURES	**56,764**	**62,613**	1,123	**63,736**
7300	700	OTHER EXPENSE	**20,933**	**21,251**	16	**21,267**
	TOTAL	SCHOOL ADMINISTRATION	**$48,691,473**	**$48,733,118**	$41,295	**$48,774,413**
		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**	**68,817**	0	**68,817**
7400	400	ENERGY SERVICES	**6,000**	**8,000**	0	**8,000**
7400	500	MATERIALS & SUPPLIES	**13,564**	**10,903**	1,930	**12,833**
7400	600	CAPITAL EXPENDITURES	**226,609**	**315,139**	(83,116)	**232,023**
7400	700	OTHER EXPENSE	**0**	**90**	0	**90**
	TOTAL	FACILITIES ACQ. & CONST.	**$1,924,856**	**$2,041,747**	($81,186)	**$1,960,561**
		FISCAL SERVICES				
7500	100	SALARIES	**2,482,475**	**2,482,487**	0	**2,482,487**
7500	200	EMPLOYEE BENEFITS	**776,704**	**776,704**	0	**776,704**
7500	300	PURCHASED SERVICES	**274,890**	**285,347**	100	**285,447**
7500	500	MATERIALS & SUPPLIES	**50,529**	**43,420**	150	**43,570**
7500	600	CAPITAL EXPENDITURES	**8,330**	**9,901**	0	**9,901**
7500	700	OTHER EXPENSE	**275,741**	**277,193**	0	**277,193**
	TOTAL	FISCAL SERVICES	**$3,868,669**	**$3,875,052**	$250	**$3,875,302**
		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**	56	**678,443**
7710	200	EMPLOYEE BENEFITS	**177,419**	**177,419**	240	**177,659**
7710	300	PURCHASED SERVICES	**183,907**	**211,082**	0	**211,082**
7710	500	MATERIALS & SUPPLIES	**27,001**	**250,721**	0	**250,721**
7710	600	CAPITAL EXPENDITURES	**11,532**	**15,056**	(296)	**14,760**
7710	700	OTHER EXPENSE	**865**	**225**	0	**225**
	TOTAL	PLANNING, RESEARCH & EVAL	**$1,079,111**	**$1,332,890**	$0	**$1,332,890**
		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**	**101,086**	100	**101,186**
7720	500	MATERIALS & SUPPLIES	**25,333**	**29,045**	(655)	**28,390**
7720	600	CAPITAL EXPENDITURES	**0**	**22,652**	0	**22,652**
7720	700	OTHER EXPENSE	**885**	**1,277**	200	**1,477**
	TOTAL	INFORMATION SERVICES	**$1,167,310**	**$1,227,942**	($355)	**$1,227,587**

Attachment: Budget Amendment No.5 (January 2013) (3903 : Budget Amendment No. 5 (January 2013))

PINELLAS COUNTY SCHOOL BOARD

For the Month Ending
January 31, 2013

FUNC-TION	OBJECT	DESCRIPTION	Original Budget 9/11/2012	BUDGET AMENDMENT No. 4	Increase/ (Decrease)	BUDGET AMENDMENT No. 5
OPERATING (GENERAL) FUND - APPROPRIATIONS						
		STAFF PERSONNEL SERVICES				
7730	100	SALARIES	**2,665,602**	**2,746,883**	0	**2,746,883**
7730	200	EMPLOYEE BENEFITS	**1,042,533**	**1,064,922**	0	**1,064,922**
7730	300	PURCHASED SERVICES	**1,018,692**	**1,049,412**	54,148	**1,103,560**
7730	500	MATERIALS & SUPPLIES	**201,888**	**299,631**	(58,679)	**240,952**
7730	600	CAPITAL EXPENDITURES	**110,137**	**115,807**	1,137	**116,944**
7730	700	OTHER EXPENSE	**8,160**	**8,662**	11,100	**19,762**
	TOTAL	STAFF PERSONNEL SERVICES	**$5,047,012**	**$5,285,317**	$7,706	**$5,293,023**
		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**	5,000	**841,341**
7760	400	ENERGY SERVICES	**34,106**	**34,106**	0	**34,106**
7760	500	MATERIALS & SUPPLIES	**277,913**	**277,757**	528	**278,285**
7760	600	CAPITAL EXPENDITURES	**38,859**	**39,012**	0	**39,012**
7760	700	OTHER EXPENSE	**78,067**	**89,671**	24,130	**113,801**
	TOTAL	INTERNAL SERVICES	**$3,553,997**	**$3,592,598**	$29,658	**$3,622,256**
		OTHER CENTRAL SERVICES				
7790	100	SALARIES	**380,694**	**380,706**	0	**380,706**
7790	200	EMPLOYEE BENEFITS	**114,596**	**114,596**	0	**114,596**
7790	300	PURCHASED SERVICES	**32,071**	**32,048**	0	**32,048**
7790	500	MATERIALS & SUPPLIES	**17,770**	**17,473**	(214)	**17,259**
7790	600	CAPITAL EXPENDITURES	**359**	**369**	0	**369**
7790	700	OTHER EXPENSE	**15,850**	**15,850**	0	**15,850**
	TOTAL	OTHER CENTRAL SERVICES	**$561,340**	**$561,042**	($214)	**$560,828**
	SUBTOTAL - CENTRAL SERVICES		*$11,408,770*	*$11,999,789*	*$36,795*	*$12,036,584*
		PUPIL TRANSPORTATION				
7800	100	SALARIES	**16,855,187**	**16,902,055**	32,118	**16,934,173**
7800	200	EMPLOYEE BENEFITS	**6,333,663**	**6,334,360**	(697)	**6,333,663**
7800	300	PURCHASED SERVICES	**1,099,948**	**1,232,968**	98,007	**1,330,975**
7800	400	ENERGY SERVICES	**4,792,173**	**4,860,153**	57,642	**4,917,795**
7800	500	MATERIALS & SUPPLIES	**1,578,783**	**1,603,847**	1,756	**1,605,603**
7800	600	CAPITAL EXPENDITURES	**4,637**	**7,252**	0	**7,252**
7800	700	OTHER EXPENSE	**25,500**	**24,827**	450	**25,277**
	TOTAL	PUPIL TRANSPORTATION	**$30,689,891**	**$30,965,462**	$189,276	**$31,154,738**
		OPERATION OF PLANT				
7900	100	SALARIES	**21,219,560**	**21,218,198**	479	**21,218,677**
7900	200	EMPLOYEE BENEFITS	**11,551,043**	**11,551,115**	55	**11,551,170**
7900	300	PURCHASED SERVICES	**15,451,405**	**15,772,064**	(17,509)	**15,754,555**
7900	400	ENERGY SERVICES	**24,097,893**	**24,097,545**	0	**24,097,545**
7900	500	MATERIALS & SUPPLIES	**791,252**	**789,317**	(31,886)	**757,431**
7900	600	CAPITAL EXPENDITURES	**119,721**	**289,655**	26,937	**316,592**
7900	700	OTHER EXPENSE	**183,438**	**184,414**	0	**184,414**
	TOTAL	OPERATION OF PLANT	**$73,414,312**	**$73,902,308**	($21,924)	**$73,880,384**
	SUBTOTAL - GENERAL SUPPORT		*$175,472,649*	*$176,971,380*	*$178,221*	*$177,149,601*

Attachment: Budget Amendment No.5 (January 2013) (3903 : Budget Amendment No. 5 (January 2013))

PINELLAS COUNTY SCHOOL BOARD

For the Month Ending
January 31, 2013

FUNC-TION	OBJECT	DESCRIPTION	Original Budget 9/11/2012	BUDGET AMENDMENT No. 4	Increase/ (Decrease)	BUDGET AMENDMENT No. 5
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	5,082,642	34,395	5,117,037
8100	400	ENERGY SERVICES	299,340	330,240	25,000	355,240
8100	500	MATERIALS & SUPPLIES	3,404,003	3,952,076	26,657	3,978,733
8100	600	CAPITAL EXPENDITURES	55,647	112,199	11,796	123,995
8100	700	OTHER EXPENSE	2,197,539	1,506,445	(40,000)	1,466,445
	TOTAL	MAINTENANCE OF PLANT	$20,365,438	$20,427,634	$57,848	$20,485,482
		ADMINISTRATIVE TECHNOLOGY				
8200	100	SALARIES	3,138,308	3,137,422	0	3,137,422
8200	200	EMPLOYEE BENEFITS	853,977	853,564	0	853,564
8200	300	PURCHASED SERVICES	1,318,330	1,287,858	(2,938)	1,284,920
8200	400	ENERGY SERVICES	1,442	8,357	0	8,357
8200	500	MATERIALS & SUPPLIES	36,936	49,872	2,097	51,969
8200	600	CAPITAL EXPENDITURES	961,670	986,171	1,570	987,741
8200	700	OTHER EXPENSE	701	960	0	960
	TOTAL	ADMINISTRATIVE TECHNOLOGY	$6,311,364	$6,324,204	$729	$6,324,933
	SUBTOTAL - MAINTENANCE / ADMIN TECHNOLOGY		*$26,676,802*	*$26,751,838*	*$58,577*	*$26,810,415*
		COMMUNITY SERVICES				
9100	100	SALARIES	187,193	221,844	25,815	247,659
9100	200	EMPLOYEE BENEFITS	75,054	75,054	(250)	74,804
9100	300	PURCHASED SERVICES	127,938	126,270	(6,260)	120,010
9100	500	MATERIALS & SUPPLIES	25,494	22,172	(16)	22,156
9100	600	CAPITAL EXPENDITURES	400	592	0	592
9100	700	OTHER EXPENSE	8,880	58,284	(200)	58,084
	TOTAL	COMMUNITY SERVICES	$424,959	$504,216	$19,089	$523,305
		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	$763,890,434	$755,406	$764,645,840

Operating (General) Fund Continued on the Following Page

Attachment: Budget Amendment No.5 (January 2013) (3903 : Budget Amendment No. 5 (January 2013))

PINELLAS COUNTY SCHOOL BOARD

For the Month Ending
January 31, 2013

FUNC-TION	OBJECT	DESCRIPTION	Original Budget 9/11/2012	BUDGET AMENDMENT No. 4	Increase/ (Decrease)	BUDGET AMENDMENT No. 5
		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	11,167,278	9,637	11,176,915
	TOTAL	UNASSIGNED	$13,200,000	$11,167,278	$9,637	$11,176,915
	TOTAL	ENDING FUND BALANCE	$52,100,000	$50,067,278	$9,637	$50,076,915
	TOTAL	APPROPRIATIONS & FD BALANCE	$812,100,000	$813,957,712	$765,043	$814,722,755
	TOTAL	COMBINED APPROPRIATIONS & ENDING FUND BALANCE	$812,100,000	$813,957,712	$765,043	$814,722,755

Attachment: Budget Amendment No.5 (January 2013) (3903 : Budget Amendment No. 5 (January 2013))

PINELLAS COUNTY SCHOOL BOARD

For the Month Ending
January 31, 2013

FUNC-TION	OBJECT	DESCRIPTION	Original Budget 9/11/2012	BUDGET AMENDMENT No. 4	Increase/ (Decrease)	BUDGET AMENDMENT No. 5
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.5 (January 2013) (3903 : Budget Amendment No. 5 (January 2013))

PINELLAS COUNTY SCHOOL BOARD

For the Month Ending
January 31, 2013

FUNC-TION	OBJECT	DESCRIPTION	Original Budget 9/11/2012	BUDGET AMENDMENT No. 4	Increase/ (Decrease)	BUDGET AMENDMENT No. 5
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**	**332,937**	92,613	**425,550**
	TOTAL	STATE SOURCES	**$813,576**	**$1,091,195**	$92,613	**$1,183,808**
		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**	**$87,694,369**	$92,613	**$87,786,982**
		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**	**$302,227,950**	**$92,613**	**$302,320,563**
CAPITAL OUTLAY FUND - APPROPRIATIONS						
		FACILITIES ACQ. & CONST.				
7400	600	CAPITAL EXPENDITURES	**165,310,897**	**168,587,251**	(315,362)	**168,271,889**
	TOTAL	FACILITIES ACQ. & CONST.	**$165,310,897**	**$168,587,251**	($315,362)	**$168,271,889**
		DEBT SERVICE				
9200	700	OTHER EXPENSE	**20,633,303**	**19,761,616**	(999)	**19,760,617**
	TOTAL	DEBT SERVICE	**$20,633,303**	**$19,761,616**	($999)	**$19,760,617**
		TRANSFER OF FUNDS				
9700	900	TRANSFERS	**23,255,318**	**23,532,937**	92,613	**23,625,550**
	TOTAL	TRANSFER OF FUNDS	**$23,255,318**	**$23,532,937**	$92,613	**$23,625,550**
	TOTAL	APPROPRIATIONS	**$209,199,518**	**$211,881,804**	($223,748)	**$211,658,056**
		FUND BALANCE				
2768	000	BUDGET FUND BALANCE-END				
		RESTRICTED	**89,480,272**	**85,251,016**	316,361	**85,567,377**
		ASSIGNED	**3,270,541**	**5,095,130**	0	**5,095,130**
	TOTAL	ENDING FUND BALANCE	**$92,750,813**	**$90,346,146**	$316,361	**$90,662,507**
	TOTAL	APPROPRIATIONS & FD BALANCE	**$301,950,331**	**$302,227,950**	**$92,613**	**$302,320,563**

Attachment: Budget Amendment No.5 (January 2013) (3903 : Budget Amendment No. 5 (January 2013))

PINELLAS COUNTY SCHOOL BOARD

For the Month Ending
January 31, 2013

FUNC-TION	OBJECT	DESCRIPTION	Original Budget 9/11/2012	BUDGET AMENDMENT No. 4	Increase/ (Decrease)	BUDGET AMENDMENT No. 5
CONTRACTED PROGRAM FUND - ESTIMATED REVENUE						
		FEDERAL DIRECT				
3199	000	OTHER MISC FEDERAL DIRECT	**8,655,317**	**10,245,215**	500,000	**10,745,215**
	TOTAL	FEDERAL DIRECT	**$8,655,317**	**$10,245,215**	$500,000	**$10,745,215**
		FEDERAL THRU STATE				
3201	000	VOCATIONAL EDUCATION ACT	**1,845,151**	**1,845,151**	48,253	**1,893,404**
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**	**41,895,267**	0	**41,895,267**
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**	**8,270,846**	0	**8,270,846**
	TOTAL	FEDERAL THRU STATE	**$63,514,846**	**$89,890,255**	$48,253	**$89,938,508**
	TOTAL	ESTIMATED REVENUE	**$72,170,163**	**$100,135,470**	**$548,253**	**$100,683,723**
CONTRACTED PROGRAM FUND - APPROPRIATIONS						
		REGULAR EDUCATION				
5100	100	SALARIES	**1,149,191**	**9,766,723**	282,961	**10,049,684**
5100	200	EMPLOYEE BENEFITS	**270,793**	**2,369,474**	27,190	**2,396,664**
5100	300	PURCHASED SERVICES	**2,715,802**	**5,655,859**	3,051	**5,658,910**
5100	500	MATERIALS & SUPPLIES	**19,416,312**	**16,639,863**	(254,052)	**16,385,811**
5100	600	CAPITAL EXPENDITURES	**1,646,404**	**3,349,040**	101,952	**3,450,992**
5100	700	OTHER EXPENSE	**54,898**	**47,702**	1,290	**48,992**
	TOTAL	REGULAR EDUCATION	**$25,253,400**	**$37,828,661**	$162,392	**$37,991,053**
		SPECIAL EDUCATION				
5200	100	SALARIES	**7,690,591**	**8,986,939**	0	**8,986,939**
5200	200	EMPLOYEE BENEFITS	**3,307,520**	**3,651,226**	539	**3,651,765**
5200	300	PURCHASED SERVICES	**839,182**	**802,869**	5,157	**808,026**
5200	500	MATERIALS & SUPPLIES	**315,725**	**1,069,881**	(3,331)	**1,066,550**
5200	600	CAPITAL EXPENDITURES	**338,455**	**921,665**	1,684	**923,349**
5200	700	OTHER EXPENSE	**250**	**2,335**	467	**2,802**
	TOTAL	SPECIAL EDUCATION	**$12,491,723**	**$15,434,915**	$4,516	**$15,439,431**
		VOCATIONAL EDUCATION				
5300	100	SALARIES	**239,193**	**223,852**	26,064	**249,916**
5300	200	EMPLOYEE BENEFITS	**40,251**	**42,218**	3,370	**45,588**
5300	300	PURCHASED SERVICES	**396,733**	**352,291**	(3,314)	**348,977**
5300	500	MATERIALS & SUPPLIES	**168,201**	**178,314**	(3,799)	**174,515**
5300	600	CAPITAL EXPENDITURES	**210,179**	**231,233**	2,401	**233,634**
5300	700	OTHER EXPENSE	**175,555**	**126,979**	(5,069)	**121,910**
	TOTAL	VOCATIONAL EDUCATION	**$1,230,112**	**$1,154,887**	$19,653	**$1,174,540**

Attachment: Budget Amendment No.5 (January 2013) (3903 : Budget Amendment No. 5 (January 2013))

PINELLAS COUNTY SCHOOL BOARD

For the Month Ending
January 31, 2013

FUNC-TION	OBJECT	DESCRIPTION	Original Budget 9/11/2012	BUDGET AMENDMENT No. 4	Increase/ (Decrease)	BUDGET AMENDMENT No. 5
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**	**193,184**	15,000	**208,184**
5400	500	MATERIALS & SUPPLIES	**249,745**	**167,765**	(17,200)	**150,565**
5400	600	CAPITAL EXPENDITURES	**484,733**	**534,213**	(500)	**533,713**
5400	700	OTHER EXPENSE	**300**	**3,000**	500	**3,500**
	TOTAL	ADULT CONTINUED EDUCATION	**$1,305,371**	**$1,305,371**	($2,200)	**$1,303,171**
		PRE - KINDERGARTEN				
5500	100	SALARIES	**0**	**17,707**	0	**17,707**
5500	200	EMPLOYEE BENEFITS	**0**	**3,093**	0	**3,093**
	TOTAL	PRE - KINDERGARTEN	**$0**	**$20,800**	$0	**$20,800**
		ATTENDANCE & SOCIAL WORK				
6110	100	SALARIES	**1,355,980**	**1,588,829**	(41,713)	**1,547,116**
6110	200	EMPLOYEE BENEFITS	**455,051**	**533,106**	(14,193)	**518,913**
6110	300	PURCHASED SERVICES	**1,811**	**4,236**	0	**4,236**
6110	700	OTHER EXPENSE	**0**	**365**	0	**365**
	TOTAL	ATTENDANCE & SOCIAL WORK	**$1,812,842**	**$2,126,536**	($55,906)	**$2,070,630**
		GUIDANCE SERVICES				
6120	100	SALARIES	**72,026**	**65,629**	0	**65,629**
6120	200	EMPLOYEE BENEFITS	**20,889**	**20,086**	0	**20,086**
6120	500	MATERIALS & SUPPLIES	**0**	**78**	4	**82**
	TOTAL	GUIDANCE SERVICES	**$92,915**	**$85,793**	$4	**$85,797**
		HEALTH SERVICES				
6130	100	SALARIES	**390,291**	**391,704**	0	**391,704**
6130	200	EMPLOYEE BENEFITS	**181,595**	**181,776**	0	**181,776**
6130	300	PURCHASED SERVICES	**604**	**1,404**	0	**1,404**
	TOTAL	HEALTH SERVICES	**$572,490**	**$574,884**	$0	**$574,884**
		PSYCHOLOGICAL SERVICES				
6140	100	SALARIES	**982,244**	**1,027,437**	0	**1,027,437**
6140	200	EMPLOYEE BENEFITS	**303,845**	**313,768**	0	**313,768**
	TOTAL	PSYCHOLOGICAL SERVICES	**$1,286,089**	**$1,341,205**	$0	**$1,341,205**
		PARENTAL INVOLVEMENT				
6150	100	SALARIES	**16,436**	**463,311**	(6,237)	**457,074**
6150	200	EMPLOYEE BENEFITS	**4,981**	**162,346**	5,301	**167,647**
6150	300	PURCHASED SERVICES	**71,290**	**56,834**	6,964	**63,798**
6150	500	MATERIALS & SUPPLIES	**301,082**	**286,639**	(5,549)	**281,090**
6150	600	CAPITAL OUTLAY	**1,566**	**1,662**	440	**2,102**
	TOTAL	PARENTAL INVOLVEMENT	**$395,355**	**$970,792**	$919	**$971,711**

Attachment: Budget Amendment No.5 (January 2013) (3903 : Budget Amendment No. 5 (January 2013))

FUNC-TION	OBJECT	DESCRIPTION	Original Budget 9/11/2012	BUDGET AMENDMENT No. 4	Increase/ (Decrease)	BUDGET AMENDMENT No. 5
CONTRACTED PROGRAM FUND - APPROPRIATIONS						
		OTHER PUPIL PERSONNEL SVC				
6190	100	SALARIES	**4,094,855**	**4,262,903**	29,000	**4,291,903**
6190	200	EMPLOYEE BENEFITS	**1,204,871**	**1,254,215**	8,126	**1,262,341**
6190	300	PURCHASED SERVICES	**30,666**	**122,727**	0	**122,727**
6190	500	MATERIALS & SUPPLIES	**0**	**70**	59	**129**
6190	600	CAP. OUTLAY	**0**	**3,294**	(59)	**3,235**
	TOTAL	OTHER PUPIL PERSONNEL SVC	**$5,330,392**	**$5,643,209**	$37,126	**$5,680,335**
	SUBTOTAL - PUPIL SERVICES		*$9,490,083*	*$10,742,419*	*($17,857)*	*$10,724,562*
		INSTRUCTIONAL MEDIA				
6200	100	SALARIES	**13,010**	**182,494**	27,773	**210,267**
6200	200	EMPLOYEE BENEFITS	**6,091**	**62,844**	13,009	**75,853**
6200	600	CAP. OUTLAY	**1,536**	**1,536**	0	**1,536**
	TOTAL	INSTRUCTIONAL MEDIA	**$20,637**	**$246,874**	$40,782	**$287,656**
		CURRICULUM & INSTRUCTION				
6300	100	SALARIES	**4,453,463**	**6,477,466**	54,268	**6,531,734**
6300	200	EMPLOYEE BENEFITS	**1,294,427**	**1,809,849**	2,628	**1,812,477**
6300	300	PURCHASED SERVICES	**669,919**	**788,600**	2,079	**790,679**
6300	500	MATERIALS & SUPPLIES	**352,024**	**461,800**	(1,390)	**460,410**
6300	600	CAPITAL EXPENDITURES	**75,032**	**87,920**	354	**88,274**
6300	700	OTHER EXPENSE	**21,475**	**25,953**	225	**26,178**
	TOTAL	CURRICULUM & INSTRUCTION	**$6,866,340**	**$9,651,588**	$58,164	**$9,709,752**
		STAFF DEVELOPMENT				
6400	100	SALARIES	**2,553,219**	**7,879,008**	83,565	**7,962,573**
6400	200	EMPLOYEE BENEFITS	**672,252**	**2,260,150**	10,631	**2,270,781**
6400	300	PURCHASED SERVICES	**1,232,089**	**1,606,986**	(19,305)	**1,587,681**
6400	500	MATERIALS & SUPPLIES	**1,891,790**	**1,048,415**	(2,362)	**1,046,053**
6400	600	CAPITAL EXPENDITURES	**61,406**	**67,584**	10	**67,594**
6400	700	OTHER EXPENSE	**16,340**	**20,322**	8,426	**28,748**
	TOTAL	STAFF DEVELOPMENT	**$6,427,096**	**$12,882,465**	$80,965	**$12,963,430**
		INSTRUCTIONAL RELATED TECHNOLOGY				
6500	100	SALARIES	**43,616**	**196,243**	0	**196,243**
6500	200	EMPLOYEE BENEFITS	**19,076**	**87,144**	0	**87,144**
	TOTAL	INSTRUCTIONAL RELATED TECHNOLOGY	**$62,692**	**$283,387**	$0	**$283,387**
	SUBTOTAL - INSTRUCTIONAL SUPPORT SERVICES		*$13,376,765*	*$23,064,314*	*$179,911*	*$23,244,225*
		GENERAL ADMINISTRATION				
7200	100	SALARIES	**0**	**132,584**	0	**132,584**
7200	200	EMPLOYEE BENEFITS	**0**	**44,025**	0	**44,025**
7200	300	PURCHASED SERVICES	**65,632**	**157,887**	0	**157,887**
7200	500	MATERIALS & SUPPLIES	**13,000**	**19,000**	0	**19,000**
7200	600	CAPITAL EXPENDITURES		**5,000**	0	**5,000**
7200	700	OTHER EXPENSE	**1,323,863**	**1,571,948**	6,910	**1,578,858**
	TOTAL	GENERAL ADMINISTRATION	**$1,402,495**	**$1,930,444**	$6,910	**$1,937,354**
		SCHOOL ADMINISTRATION				
7300	100	SALARIES	**92,737**	**320,672**	0	**320,672**
7300	200	EMPLOYEE BENEFITS	**29,994**	**87,585**	0	**87,585**
7300	300	PURCHASED SERVICES	**3,281**	**18,563**	8,445	**27,008**
7300	500	MATERIALS & SUPPLIES	**6,943**	**357**	0	**357**
7300	600	CAPITAL EXPENDITURES	**80**	**7,781**	0	**7,781**
7300	700	OTHER EXPENSE	**725**	**1,071**	0	**1,071**
	TOTAL	SCHOOL ADMINISTRATION	**$133,760**	**$436,029**	$8,445	**$444,474**

Attachment: Budget Amendment No.5 (January 2013) (3903 : Budget Amendment No. 5 (January 2013))

FUNC-TION	OBJECT	DESCRIPTION	Original Budget 9/11/2012	BUDGET AMENDMENT No. 4	Increase/ (Decrease)	BUDGET AMENDMENT No. 5
CONTRACTED PROGRAM FUND - APPROPRIATIONS						
		FACILITIES ACQ. & CONST.				
7400	600	CAPITAL EXPENDITURES	**468,686**	**468,686**	500,000	**968,686**
	TOTAL	FACILITIES ACQ. & CONST.	**$468,686**	**$468,686**	$500,000	**$968,686**
		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**	**$27,469**	0	**$27,469**
	TOTAL	FOOD SERVICE	**$33,612**	**$33,603**	$0	**$33,603**
		PLANNING, RESEARCH & EVALUATION				
7710	100	SALARIES	**0**	**57,492**	0	**57,492**
7710	200	EMPLOYEE BENEFITS	**0**	**16,176**	0	**16,176**
7710	300	PURCHASED SERVICES	**437,995**	**514,251**	(332,872)	**181,379**
	TOTAL	PLANNING, RESEARCH & EVAL.	**$437,995**	**$587,919**	($332,872)	**$255,047**
		INFORMATION SERVICES				
7720	300	PURCHASED SERVICES	**11,125**	**17,857**	2,500	**20,357**
7720	500	MATERIALS & SUPPLIES	**0**	**1,000**	0	**1,000**
	TOTAL	INFORMATION SERVICES	**$11,125**	**$18,857**	$2,500	**$21,357**
		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**	**22,869**	0	**22,869**
7800	200	EMPLOYEE BENEFITS	**6,419**	**7,816**	0	**7,816**
7800	300	PURCHASED SERVICES	**13,800**	**33,303**	0	**33,303**
7800	400	ENERGY SERVICES	**14,115**	**1,080**	0	**1,080**
7800	500	MATERIALS & SUPPLIES	**0**	**2,500**	0	**2,500**
	TOTAL	PUPIL TRANSPORTATION	**$45,163**	**$67,568**	$0	**$67,568**
		OPERATION OF PLANT				
7900	100	SALARIES	**0**	**49,702**	0	**49,702**
7900	200	EMPLOYEE BENEFITS	**0**	**15,179**	0	**15,179**
7900	300	PURCHASED SERVICES	**65,769**	**77,394**	6,000	**83,394**
7900	400	ENERGY SERVICES	**36,100**	**36,100**	0	**36,100**
	TOTAL	OPERATION OF PLANT	**$101,869**	**$178,375**	**$6,000**	**$184,375**
	SUBTOTAL - GEN SUPPORT SERVICES		*$3,085,195*	*$4,141,127*	*$190,983*	*$4,332,110*
		ADMIN TECHNOLOGY SERVICES				
8200	100	SALARIES	**15,101**	**307,002**	0	**307,002**
8200	200	EMPLOYEE BENEFITS	**4,348**	**112,672**	0	**112,672**
8200	300	PURCHASED SERVICES	**111,895**	**151,871**	0	**151,871**
8200	600	CAPITAL EXPENDITURES	**659,237**	**659,237**	0	**659,237**
	TOTAL	ADMIN TECHNOLOGY SERVICES	**$790,581**	**$1,230,782**	$0	**$1,230,782**
	SUBTOTAL - MAINT OF PLNT / ADMIN TECH SVS		*$790,581*	*$1,230,782*	*$0*	*$1,230,782*
		COMMUNITY SERVICES				
9100	300	PURCHASED SERVICES	**617,675**	**20,200**	(2,260)	**17,940**
9100	500	MATERIALS & SUPPLIES	**656,443**	**662,843**	0	**662,843**
9100	600	CAPITAL EXPENDITURES	**14,026**	**16,021**	0	**16,021**
9100	700	OTHER EXPENSE	**3,858,789**	**4,513,130**	13,115	**4,526,245**
	TOTAL	COMMUNITY SERVICES	**$5,146,933**	**$5,212,194**	$10,855	**$5,223,049**
	TOTAL	APPROPRIATIONS	**$72,170,163**	**$100,135,470**	**$548,253**	**$100,683,723**

Attachment: Budget Amendment No.5 (January 2013) (3903 : Budget Amendment No. 5 (January 2013))

FUNC-TION	OBJECT	DESCRIPTION	Original Budget 9/11/2012	BUDGET AMENDMENT No. 4	Increase/ (Decrease)	BUDGET AMENDMENT No. 5
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	1,367,720	(129,847)	1,237,873
5100	200	EMPLOYEE BENEFITS	63,888	283,408	(9,935)	273,473
5100	300	PURCHASED SERVICES	23,742	77,221	(593)	76,628
5100	500	MATERIALS & SUPPLIES	964,545	1,552,578	(4,770)	1,547,808
5100	600	CAPITAL EXPENDITURES	284,321	705,984	4,770	710,754
5100	700	OTHER EXPENSE	16,575	612	0	612
	TOTAL	REGULAR EDUCATION	$1,808,556	$3,987,523	($140,375)	$3,847,148
		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	(6)	$49,383
5300	200	EMPLOYEE BENEFITS	$15,611	$15,611	6	$15,617
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	$33,089	0	$33,089
5300	600	CAPITAL EXPENDITURES	$248,576	$343,191	(3,084)	$340,107
5300	700	OTHER EXPENSE	$0	$11,416	0	$11,416
	TOTAL	VOCATIONAL EDUCATION	$435,070	$482,588	($3,084)	$479,504
		GUIDANCE				
6120	100	SALARIES	$13,166	89,725	0	89,725
6120	200	EMPLOYEE BENEFITS	$5,917	32,327	0	32,327
	TOTAL	GUIDANCE	$19,083	$122,052	$0	$122,052
		PARENTAL INVOLVEMENT				
6150	100	SALARIES	52,246	0	0	0
6150	200	EMPLOYEE BENEFITS	4,329	0	0	0
6150	300	PURCHASED SERVICES	400	4,000	0	4,000
6150	500	MATERIALS & SUPPLIES	2,475	3,500	0	3,500
6150	600	CAPITAL EXPENDITURES	450	450	0	450
	TOTAL	PARENTAL INVOLVEMENT	$59,900	$7,950	$0	$7,950
		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

Attachment: Budget Amendment No.5 (January 2013) (3903 : Budget Amendment No. 5 (January 2013))

FUNC-TION	OBJECT	DESCRIPTION	Original Budget 9/11/2012	BUDGET AMENDMENT No. 4	Increase/ (Decrease)	BUDGET AMENDMENT No. 5
AMERICAN RECOVERY AND REINVESTMENT ACT TARGETED ASSISTANCE & RTTT- APPROPRIATIONS						
		INSTRUCTION AND CURRICULUM				
6300	100	SALARIES	**2,744,145**	**$2,878,913**	0	**$2,878,913**
6300	200	EMPLOYEE BENEFITS	**370,302**	**$417,228**	0	**$417,228**
6300	300	PURCHASED SERVICES	**36,139**	**$22,937**	0	**$22,937**
6300	500	MATERIALS & SUPPLIES	**$15,275**	**$2,963**	0	**$2,963**
6300	600	CAPITAL EXPENDITURES	**$11,855**	**$8,252**	0	**$8,252**
6300	700	OTHER EXPENSE	**0**	**40,000**	0	**40,000**
	TOTAL	INSTRUCTION AND CURRICULUM	**$3,177,716**	**$3,370,293**	$0	**$3,370,293**
		STAFF DEVELOPMENT				
6400	100	SALARIES	**731,621**	**608,324**	110,395	**718,719**
6400	200	EMPLOYEE BENEFITS	**143,258**	**161,349**	30,055	**191,404**
6400	300	PURCHASED SERVICES	**921,171**	**829,464**	(75)	**829,389**
6400	500	MATERIALS & SUPPLIES	**66,815**	**75,084**	0	**75,084**
6400	600	CAPITAL EXPENDITURES	**5,830**	**16,236**	0	**16,236**
6400	700	OTHER EXPENSE	**2,500**	**80,653**	0	**80,653**
	TOTAL	STAFF DEVELOPMENT	**$1,871,195**	**$1,771,110**	$140,375	**$1,911,485**
		INSTRUCTIONAL RELATED TECH				
6500	100	SALARIES	**0**	**$50,433**	0	**$50,433**
6500	200	EMPLOYEE BENEFITS	**0**	**$14,872**	0	**$14,872**
6500	300	PURCHASED SERVICES	**536,936**	**$536,936**	0	**$536,936**
6500	600	CAPITAL EXPENDITURES	**0**	**$83,719**	0	**$83,719**
	TOTAL	INSTRUCTIONAL RELATED TECH	**$536,936**	**$685,960**	$0	**$685,960**
		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**	**54,382**	0	**54,382**
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**	**$815,714**	$0	**$815,714**
		SCHOOL ADMINISTRATION				
7300	100	SALARIES	**$159,129**	**$318,379**	0	**$318,379**
7300	200	EMPLOYEE BENEFITS	**$18,465**	**$65,316**	0	**$65,316**
7300	500	MATERIALS & SUPPLIES	**$16,575**	**$6,264**	0	**$6,264**
7300	600	CAPITAL EXPENDITURES	**$100**	**$3,684**	0	**$3,684**
	TOTAL	SCHOOL ADMINISTRATION	**$194,269**	**$393,643**	$0	**$393,643**
		FACILITIES				
7400	600	CAPITAL EXPENDITURES	**$0**	**$0**	3,084	**$3,084**
	TOTAL	FACILITIES	**$0**	**$0**	$3,084	**$3,084**
		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.5 (January 2013) (3903 : Budget Amendment No. 5 (January 2013))

FUNC-TION	OBJECT	DESCRIPTION	Original Budget 9/11/2012	BUDGET AMENDMENT No. 4	Increase/ (Decrease)	BUDGET AMENDMENT No. 5
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	$0	0	$0
7800	400	ENERGY	16,790	$0	0	$0
	TOTAL	PUPIL TRANSPORTATION	$29,290	$0	$0	$0
		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	18,299	0	18,299
8200	200	EMPLOYEE BENEFITS	17,688	2,816	0	2,816
8200	600	CAPITAL EXPENDITURES	83,719	0	0	0
	TOTAL	ADMINISTRATIVE TECHNOLOGY	$170,139	$21,115	$0	$21,115
		COMMUNITY SERVICES				
9100	500	MATERIALS & SUPPLIES	1,846	1,846	0	1,846
9100	600	CAPITAL EXPENDITURES	66,492	57,492	0	57,492
9100	700	OTHER EXPENSES	76,424	85,424	0	85,424
	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.5 (January 2013) (3903 : Budget Amendment No. 5 (January 2013))

PINELLAS COUNTY SCHOOL BOARD

For the Month Ending
January 31, 2013

FUNC-TION	OBJECT	DESCRIPTION	Original Budget 9/11/2012	BUDGET AMENDMENT No. 4	Increase/ (Decrease)	BUDGET AMENDMENT No. 5
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	4,657,809	0	4,657,809
7600	400	ENERGY SERVICES	1,097,600	1,097,600	0	1,097,600
7600	500	MATERIALS & SUPPLIES	20,574,230	20,534,230	0	20,534,230
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.5 (January 2013) (3903 : Budget Amendment No. 5 (January 2013))

PINELLAS COUNTY SCHOOL BOARD

For the Month Ending
January 31, 2013

FUNC-TION	OBJECT	DESCRIPTION	Original Budget 9/11/2012	BUDGET AMENDMENT No. 4	Increase/ (Decrease)	BUDGET AMENDMENT No. 5
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	$8,244,682	$0	$8,244,682
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.5 (January 2013) (3903 : Budget Amendment No. 5 (January 2013))

04/09/13 10:30 AM
Regular School Board Meeting
301 Fourth Street SW
Largo, FL 33770

Pinellas County Schools

ADOPTED

REQUEST FOR APPROVAL (ID # 3904)

April 9, 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 January 31, 2013 for Fiscal Year 2012/13

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 January 2013(PDF)

PINELLAS COUNTY SCHOOLS

OPERATING SUMMARY BY FUNCTION

For the Month Ending January 31, 2013

BUDGET 2012-2013 Account Number	Description	Original 12-13 Budget*	Amended 12-13 Budg Amend No 5	Year to Date Rev/Expend	Encumbrances	Budget Balances
	REVENUES					
100	FEDERAL	$320,000	$320,000	$166,614	---	$153,386
200	FEDERAL THROUGH STATE	2,766,870	3,041,317	402,416	---	$2,638,901
300	STATE	322,209,154	320,821,689	181,824,183	---	$138,997,507
400	LOCAL	400,324,349	403,689,889	335,796,567	---	$67,893,322
700	NON REVENUE SOURCES	25,800,000	26,170,232	566,945	---	$25,603,287
	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	$814,722,755	$518,756,725	---	$295,966,029
	EXPENDITURES					
5000	INSTRUCTIONAL SERVICES	$503,744,062	$505,850,075	$276,187,794	$5,003,479	$224,658,801
6100	PUPIL SERVICES	29,493,074	29,672,349	15,814,716	251,734	$13,605,900
6200	INSTRUCTIONAL MEDIA	8,932,578	8,876,593	4,940,150	247,281	$3,689,161
6300	INSTR & CURRIC DEVELOPMENT	8,731,594	8,959,908	5,108,788	67,930	$3,783,190
6400	INSTRUCTIONAL STAFF DEVELOP	4,312,093	4,566,008	2,150,663	22,566	$2,392,779
6500	INSTRUCTIONAL TECHNOLOGY	2,209,189	2,234,585	1,256,837	26,835	$950,913
7100	BOARD OF EDUCATION	2,861,592	2,863,592	1,434,242	38,328	$1,391,023
7200	GENERAL ADMINISTRATION	2,552,686	2,543,627	1,239,810	40,040	$1,263,777
7300	SCHOOL ADMINISTRATION	48,691,473	48,774,413	26,602,125	465,340	$21,706,948
7400	FACILTIES ACQ & CONSTRUCTION	1,924,856	1,960,561	1,114,279	15,523	$830,760
7500	FISCAL SERVICES	3,868,669	3,875,302	2,117,029	152,726	$1,605,547
7600	FOOD SERVICES	60,400	60,400	32,882		$27,518
7700	CENTRAL SERVICES	11,408,770	12,036,584	6,298,477	844,793	$4,893,314
7800	TRANSPORTATION	30,689,891	31,154,738	16,899,795	55,737	$14,199,206
7900	OPERATION OF PLANT	73,414,312	73,880,384	44,608,056	448,749	$28,823,579
8100	MAINTENANCE OF PLANT	20,365,438	20,485,482	12,272,259	1,332,752	$6,880,472
8200	ADMINISTRATIVE TECHNOLOGY	6,311,364	6,324,933	2,592,498	174,819	$3,557,616
9100	COMMUNITY SERVICES	424,959	523,305	392,931	2,018	$128,357
9200	DEBT SERVICE	3,000	3,000			$3,000
9700	TRANSFERS					
	Totals: Appropr., Expend. & Encumb.	*$760,000,000*	*$764,645,840*	*$421,063,330*	*$9,190,648*	*$334,391,862*
	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	11,176,915			11,176,915
	TOTAL EXPENDITURES					
	AND FUND BALANCE	$812,100,000	$814,722,755	$421,063,330	$9,190,648	$384,468,776
	EXCESS OF REVENUES OVER EXPENDITURES			$97,693,395		

*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 January 2013 (3904 : Financial Statements (January 2013))

PINELLAS COUNTY SCHOOLS

OPERATING SUMMARY BY OBJECT

For the Month Ending January 31, 2013

BUDGET
2012-2013

Account Number	Description	Original 12-13 Budget*	Amended 12-13 Budg Amend No 5	Year to Date Rev/Expend	Encumbrances	Budget Balances
	REVENUES					
100	FEDERAL	$320,000	$320,000	$166,614	---	$153,386
200	FEDERAL THROUGH STATE	2,766,870	3,041,317	402,416	---	$2,638,901
300	STATE	322,209,154	320,821,689	181,824,183	---	$138,997,507
400	LOCAL	400,324,349	403,689,889	335,796,567	---	$67,893,322
700	NON REVENUE SOURCES	25,800,000	26,170,232	566,945	---	$25,603,287
	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	$814,722,755	$518,756,725	---	$295,966,029
	EXPENDITURES					
100	SALARIES	$478,283,994	$489,226,090	261,499,251		$227,726,839
200	EMPLOYEE BENEFITS	148,214,755	153,387,333	85,747,056		$67,640,277
300	PURCHASED SERVICES	58,828,437	61,551,662	36,504,942	5,661,038	$19,385,683
400	ENERGY SERVICES	28,326,776	29,440,142	16,982,576		$12,457,566
500	MATERIALS AND SUPPLIES	31,730,662	15,750,955	13,617,627	1,885,770	$247,558
600	EQUIPMENT OTHER EXPENSES	10,679,650	12,788,080	4,611,623	1,534,428	$6,642,028
700	OTHER EXPENSES	3,935,726	2,501,579	2,100,255	109,413	$291,911
900	TRANSFERS					
	Totals: Appropr., Expend. & Encumb.	*$760,000,000*	*$764,645,840*	*$421,063,330*	*$9,190,648*	*$334,391,862*
	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	11,176,915			11,176,915
	TOTAL EXPENDITURES					
	AND FUND BALANCE	$812,100,000	$814,722,755	$421,063,330	$9,190,648	$384,468,776
EXCESS OF REVENUES OVER EXPENDITURES				$97,693,395		

*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 January 2013 (3904 : Financial Statements (January 2013))

PINELLAS COUNTY SCHOOLS

FOOD SERVICE SUMMARY

For the Month Ending January 31, 2013

BUDGET
2012-2013

Account Number	Description	Original 12-13 Budget*	Amended 12-13 Budg Amend No 5	Year to Date Rev/Expend	Encumbrances	Budget Balances
	REVENUES					
100	FEDERAL				---	$0
200	FEDERAL THROUGH STATE	29,090,288	29,090,288	16,728,023	---	$12,362,265
300	STATE	517,632	517,632	293,128	---	$224,504
400	LOCAL	14,446,176	14,446,176	6,963,553	---	$7,482,623
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	$23,984,704	---	$35,632,254
	EXPENDITURES					
100	SALARIES	$14,670,695	$14,670,695	7,734,575		$6,936,120
200	EMPLOYEE BENEFITS	5,003,893	5,003,893	2,409,458		2,594,435
300	PURCHASED SERVICES	4,617,809	4,617,809	1,651,157	1,266,185	1,700,467
400	ENERGY SERVICES	1,097,600	1,097,600	649,187		448,413
500	MATERIALS AND SUPPLIES	20,574,230	20,574,230	10,290,517	82,584	10,201,129
600	EQUIPMENT OTHER EXPENSES	4,861,217	4,861,217	1,525,094	820,710	2,515,413
700	OTHER EXPENSES	959,545	959,545	367,058		592,487
900	TRANSFERS					0
	Totals: Appropr., Expend. & Encumb.	*$51,784,989*	*$51,784,989*	*$24,627,046*	*$2,169,479*	*$24,988,464*
	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	$24,627,046	$2,169,479	$32,820,432
	EXCESS OF EXPENDITURES OVER REVENUES			($642,343)		

*Approved at Second Public Hearing on September 11, 2012

Subject to minor rounding

Attachment: Financial Statements January 2013 (3904 : Financial Statements (January 2013))

PINELLAS COUNTY SCHOOLS

FINANCIAL SUMMARY - ALL FUNDS

For the Month Ending January 31, 2013

	2012-2013 Original Budget*	2012-2013 Amended Budget Budg Amend No 5	Year-to-Date Expenditures	Percent of Budget Expended	Percent of Approp. Expended	Encumbrances	Budget Balance	Percent of Budget Remaining
Operating	$812,100,000	$814,722,755	$421,063,330	*51.8%*	*55.1%*	$9,190,648	$384,468,776	*47.2%*
Debt Service	4,918,684	4,918,684		*0.0%*	*0.0%*		$4,918,684	*100.0%*
Capital Outlay	301,950,331	302,320,563	29,209,488	*9.7%*	*13.8%*	16,636,547	$256,474,528	*84.8%*
School Food Service	59,616,958	59,616,958	24,627,046	*41.3%*	*47.6%*	2,169,479	$32,820,432	*55.1%*
Contracted Programs	72,170,163	100,683,723	33,580,892	*46.5%*	*33.4%*	3,375,796	$63,727,035	*63.3%*
ARRA Targeted Assistance	1,775,025	4,344,665	1,484,613	*83.6%*	*1.5%*	501,664	$2,358,388	*54.3%*
ARRA Race to the Top	7,528,914	7,528,914	991,203	*13.2%*	*15.4%*	246,219	$6,291,492	*83.6%*
ARRA Other Stimulus	350,190	350,190	89,756	*25.6%*	*0.0%*	37,611	$222,824	*63.6%*
Worker's Compensation	8,485,656	8,485,656	940,451	*11.1%*	*14.6%*		$7,545,205	*88.9%*
Liability Insurance	1,738,026	1,738,026	55,412	*3.2%*	*3.1%*		1,682,614	*96.8%*
Totals- All Funds	$1,270,633,947	$1,304,710,133	$512,042,190	*40.3%*	*44.4%*	$32,157,964	$760,509,979	*58.3%*

*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 January 2013 (3904 : Financial Statements (January 2013))

PINELLAS COUNTY SCHOOLS

COMBINED BALANCE SHEET

ALL FUND TYPES AND ACCOUNT GROUPS

For the Month Ending January 31, 2013

ASSETS AND OTHER DEBITS		LIABILITIES AND FUND EQUITIES	
CASH	$20,516,499	WAGES PAYABLE	$268,460
INVESTMENTS	445,329,163	PAYROLL DEDUCTIONS PAYABLE	30,919,892
		ACCOUNTS PAYABLE	15,273,917
TAXES RECEIVABLE	0	CONSTRUCTION CONTRACTS PAYABLE	0
OTHER RECEIVABLES	9,900,631	DUE TO OTHERS	40,395,937
ALLOWANCE FOR DOUBTFUL ACCOUNTS		RETAINAGE PAYABLE	1,447,209
DUE FROM OTHERS	44,974,093	MATURED BONDS & INTEREST PAYABLE	884
DEPOSITS RECEIVABLE	0	DEPOSITS AND SALES TAX PAYABLE	129,801
		BONDS PAYABLE & NOTES PAYABLE	24,760,000
INVENTORY	4,253,960	CAPITAL LEASE OBLIG. & JUDGEMENTS	20,126,433
PREPAID EXPENSES/ACCRUED INTERES	675,154	DEFERRED REVENUE	9,897,164
		COMPENSATED ABSENCES	91,944,355
LAND	128,209,390		
BUILDINGS/FIXED EQUIPMENT	2,223,366,092	TOTAL LIABILITIES	$235,164,051
FURNITURE, FIXTURES & EQUIPMENT	141,534,142	INVESTMENT IN FIXED ASSETS	$2,602,223,523
VEHICLES	52,484,336	NET ASSETS, RESTRICTED	4,223,682
		RESERVE FOR ENCUMBRANCES	32,157,964
CONSTRUCTION IN PROGRESS	9,186,110	OTHER DESIGNATED BALANCES	89,323,658
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)	11,176,915
		TOTAL FUNDS EQUITIES	$2,785,837,711
TOTAL ASSETS AND OTHER DEBITS	$3,264,703,810		
		TOTAL LIABILITIES AND FUND EQUITIES	$3,021,001,762
ESTIMATED REVENUE	$1,008,804,547		
ENCUMBRANCES	32,157,964	APPROPRIATIONS	$1,153,253,909
EXPENDITURES	512,042,190	REVENUE	643,452,840
GRAND TOTAL	$4,817,708,511	GRAND TOTAL	$4,817,708,511

*Approved at Second Public Hearing on September 11, 2012

Subject to minor rounding

Attachment: Financial Statements January 2013 (3904 : Financial Statements (January 2013))

04/09/13 10:30 AM
Regular School Board Meeting
301 Fourth Street SW
Largo, FL 33770

Pinellas County Schools

ADOPTED

REQUEST FOR APPROVAL (ID # 3934)

April 9, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval of the Operational Compliance Audit Report of the District's Property Inventory, Schools' Payroll, Schools' Internal Fund Accounts for Fiscal Year 2011/2012; and the Financial Audit Report of the Schools' Internal Fund Accounts for Fiscal Year Ending June 30, 2012

BACKGROUND:
State Board of Education Rule 6A-1.087(2) provides for an annual audit of school internal funds and requires that a report of the audit findings be presented to the district school board while in regular session.

The audit program is conducted on a continual basis, with reports submitted periodically. The attached summary represents the financial and operational compliance audit reports of the internal fund accounts, and the schools' payrolls submitted for fiscal year 2011/2012, and contain an indication, by school, of the degree of compliance with Florida Statutes, State Board of Education Rules, and Pinellas County School Board policy. Audit deficiencies were presented to school principals and appropriate staff immediately following the completion of actual audit field work and office review for the 2011/12 audits.

The individual reports have been sent to department heads, school principals, and area superintendents. The school principals are asked to formally respond to each of the audit deficiencies and recommendations. The response then becomes a part of the final audit report for each school. A complete set of the individual reports for the post-secondary schools and centers, high schools, middle schools, elementary schools, exceptional centers and multi-grade level centers/schools are available for review in the school board office.

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 audit summary and audit report, as presented.
2. Do not approve the audit summary and audit report.

RECOMMENDATION:
Alternative No. 1 is recommended.

RATIONALE:
This report is necessary to comply with State Board Rule. Where deficiencies exist, the appropriate area superintendent or division head oversees the development of procedures for correcting the deficiencies and also monitors the resulting implementation. Staff from the Division of Finance and from Auditing & Property Records in particular; provide technical assistance to the schools and area superintendents in this process.

IMPACT STATEMENT:
School funds that are administered at the facility level are audited in detail and balanced to monthly reports. There is no direct fiscal impact resulting from the audit report itself.

DATA SOURCE:
Kevin W. Smith, CPA, Associate Superintendent, Finance & Business Services
Patricia E. Riggs, CPA, Director, Auditing & Property Records

SUBMITTED BY:
Kevin W. Smith, CPA, Associate Superintendent, Finance & Business Services

ATTACHMENTS:

- Yearly Auditing Reports as of June 30 2012 (PDF)

PINELLAS COUNTY SCHOOL DISTRICT

OPERATIONAL COMPLIANCE AUDIT REPORT OF THE DISTRICT PROPERTY INVENTORY THE SCHOOLS PAYROLL AND THE SCHOOLS INTERNAL FUND ACCOUNTS FOR FISCAL YEAR 2011/2012

FINANCIAL AUDIT REPORT OF THE SCHOOLS INTERNAL FUND ACCOUNTS FOR FISCAL YEAR ENDING JUNE 30, 2012

Attachment: Yearly Auditing Reports as of June 30 2012 (3934 : Audit Report of District's Property Inventory)

TABLE OF CONTENTS

		PAGE NUMBER
1.	**INTRODUCTORY SECTION**	
	Background	5
	Scope, Objectives and Methodology	6
2.	**FINANCIAL AUDIT REPORT of the SCHOOLS INTERNAL FUND ACCOUNTS**	7
3.	**OPERATIONAL COMPLIANCE**	8
	Schools Internal Fund Accounts	
	Schools Payroll	
	Schools/Departments Property – Tagged Fixed Assets	
4.	**SUMMARY OF AUDIT DEFICIENCIES & RECOMMENDATIONS**	
	Schools/Departments Inventories	10
	Schools Operational Compliance Payroll Processes	13
	Schools Internal Fund Accounts (Operational Compliance)	15
	Schools Internal Fund Accounts (Financial)	17
5.	**DETAILED SUMMARY OF DEFICIENCIES CHARTS**	
	Schools Fixed Assets Property Inventory	21
	Departments Fixed Assets Property Inventory	25
	Operational Compliance Audit of Schools Payroll	30
	Comprehensive Operational Compliance Audit of Schools Internal Funds	31
	Limited Scope Audit of Schools Internal Funds Expenditures	32
	Financial Audit Report of Schools Internal Fund Accounts	35
	Schools Financial Statements	39

Complete reports of the district fixed assets inventories by schools and departments, operational compliance audits of selected schools payroll processes, operational compliance audits of selected schools internal funds and a complete financial audit of the schools internal funds are available in electronic format and have been sent to the School Board office and to the area offices. These reports include all of the following schools and departments if applicable, post-secondary (Pinellas Technical Education Centers, Vocational and Community Adult Education Centers), high schools, middle schools, elementary schools, exceptional and multi-grade level centers/schools.

Attachment: Yearly Auditing Reports as of June 30 2012 (3934 : Audit Report of District's Property Inventory)

LIST OF PINELLAS COUNTY SCHOOLS AND CENTERS

Post-Secondary Schools - Vocational and Adult Community Education Centers

- Clearwater Adult Education Center
- Dixie Hollins Adult Education Center
- Lakewood Community Center
- Northeast Community Center
- Palm Harbor Community Center
- Pinellas Technical Education Centers
- Tomlinson Adult Learning Center
- Career Technical & Adult Education

High Schools

- Bayside
- Boca Ciega
- Clearwater
- Countryside
- Dixie Hollins
- Dunedin
- East Lake
- Gibbs
- Lakewood
- Largo
- Northeast
- Osceola Fundamental
- Palm Harbor University
- Pinellas Park
- Seminole
- Seminole Vocational Education
- St. Petersburg
- Tarpon Springs

Middle Schools

- Azalea
- Bay Point
- Clearwater Fundamental
- Clearwater Intermediate
- Dunedin Highland
- John Hopkins
- Joseph L. Carwise
- Largo
- Lealman Intermediate
- Meadowlawn
- Morgan Fitzgerald
- Oak Grove
- Osceola
- Palm Harbor
- Pinellas Park
- Safety Harbor
- Seminole
- Tarpon Springs
- Thurgood Marshall Fundamental
- Tyrone

ESE and Multi-Grade Level Centers / Schools

- Calvin Hunsinger
- Gus A. Stavros Institute
- Hamilton Disston
- Harris Center
- James Sanderlin
- Madeira Beach Fundamental
- Nina Harris
- Paul B. Stephens
- Pinellas Secondary
- Richard L. Sanders

Attachment: Yearly Auditing Reports as of June 30 2012 (3934 : Audit Report of District's Property Inventory)

LIST OF PINELLAS COUNTY SCHOOLS AND CENTERS

Elementary Schools

Anona
Azalea
Bardmoor
Bauder
Bay Point
Bay Vista Fundamental
Bear Creek
Belcher
Belleair
Blanton
Brooker Creek
Campbell Park
Cross Bayou
Curlew Creek
Curtis Fundamental
Cypress Woods
Douglas Jamerson
Dunedin
Eisenhower
Fairmount Park
Forest Lakes
Frontier
Fuguitt
Garrison-Jones
Gulfport
High Point
Highland Lakes
John M. Sexton
Lake St. George
Lakeview Fundamental
Lakewood
Lealman Avenue
Leila G. Davis
Lynch
Marjorie K. Rawlings
Maximo
McMullen-Booth
Melrose
Mildred Helms
Mount Vernon
New Heights
North Shore
Northwest
Oakhurst
Oldsmar
Orange Grove
Ozona
Pasadena Fundamental
Perkins
Pinellas Central
Pinellas Park
Plumb
Ponce de Leon
Ridgecrest
Safety Harbor
San José
Sandy Lane
Sawgrass Lake
Seminole
Seventy-Fourth Street
Shore Acres
Skycrest
Skyview
Southern Oak
Starkey
Sunset Hills
Sutherland
Tarpon Springs
Tarpon Springs Fundamental
Walsingham
Westgate
Woodlawn

Closed Schools with Equipment Inventories

John F. Kennedy Middle
Southside Fundamental Middle
Clearview Avenue Elementary
Gulf Beaches Elementary
Kings Highway Elementary
Madeira Beach Elementary
Rio Vista Elementary

Attachment: Yearly Auditing Reports as of June 30 2012 (3934 : Audit Report of District's Property Inventory)

INTRODUCTORY SECTION

BACKGROUND

Internal auditing is an independent appraisal function established within an organization to examine and evaluate its activities as a service to the organization. The objective of internal auditing is to assist members of the organization in the effective discharge of their responsibilities. To this end, internal auditing furnishes them with analysis, appraisals, recommendations, counsel, and information concerning the activities reviewed. The audit objective includes promoting effective control at reasonable cost.

The Department of Auditing & Property Records, as an independent agent for the Board, conducts audits of schools/departments payroll processes, conducts and oversees the annual tagged equipment inventories of all schools/departments, and audits the schools internal fund accounts for operational compliance and financial reporting.

Payroll audits are conducted in accordance with Chapter 1012.68, Florida Statutes to provide a means of ensuring that adequate internal controls are in place over the payroll process. Salaries paid to employees make up a major portion of the district's budget. For fiscal year 2011/2012, over $555 million was spent on salaries. In addition, the balance as of June 30, 2012 for compensated absences liability was more than $91.9 million, of which approximately $11.6 million become payable within one year. As part of the operational compliance audit of payroll, applicable School Board Policies are used as criteria guidelines in reviewing the payroll practices.

The Department of Auditing & Property Records verifies all tagged equipment and software; maintains the data records and issues property tags to comply with the Florida Statutes Title XVIII Public Lands and Property, Chapter 274, which requires each governmental unit to maintain an adequate record of its property.

Principals and department heads, as the custodians of their equipment, along with their staff members at each center, are charged with the responsibility of maintaining and properly accounting for all tagged equipment assigned to their cost center, and the documentation required when those items are transferred from one cost center to another. This is in accordance with the above Florida Statute, and The Policy Manual of the School Board of Pinellas County, Florida which include the procedures described in the *Manual of Property Equipment Accounting and Control*

The annual financial audit of the schools internal fund accounts is completed in accordance with the State Board of Education Rule 6A-1.087(2), which states, *"The School Board shall be responsible for the administration and control of the internal funds of the school system, and in connection therewith shall: Provide for an annual audit of internal funds by a person certified by the state board of accountancy as a certified public accountant or a public accountant, or qualified internal auditing staff employed by the board. The auditor shall submit a signed, written report to the school board covering internal funds, which shall include any notations of any failure to comply with requirements of Florida Statutes, state board rules and policies of the school board, and commentary as to financial management and irregularities. Such audit shall be presented to the school board while in session and filed as a part of the public record."*

According to State Board of Education Rule 6A-1.087(1), the district's school system is to *"Adopt written policies governing the receipt and disbursement of all internal funds and for the accounting for property to Chapters 1001.42 and 274, Florida Statutes."* Funds collected and expended within a school are used

Attachment: Yearly Auditing Reports as of June 30 2012 (3934 : Audit Report of District's Property Inventory)

for financing programs of student activities not otherwise financed by the District. These funds provide necessary services and materials for school activities, and other purposes consistent with the school program as established and approved by the school board. Funds derived from school athletic events, admissions for drama/musical productions and other school activities, as well as, gifts and donations made by outside support organizations (boosters), parent-teacher associations, individuals, civic organizations, business entities and all other similar funds, properties, or benefits may be included in the internal fund accounts of the school.

The principal and staff of each individual school are charged with the responsibility of performing the actual internal accounting functions in accordance with applicable Florida Statutes, Florida Board of Education Administrative Rules, Department of Education's *Financial and Program Cost Accounting and Reporting For Florida Schools* referred to as the Redbook as incorporated by reference in Rule 6A-1.001, F.A.C., and the *Bylaws & Policies of The School Board of Pinellas County,* which include procedures as described in the *Manual of Internal Fund Accounting.*

Various fundraising activities are conducted by the schools through class and/or club sponsored participation. Fundraisers are also conducted in the name of the school by independent, school-related organizations such as parent-teacher associations and incorporated booster clubs. If fundraising activities are conducted entirely by an incorporated outside support organization and no school board employee handles or has custody of the funds or merchandise, these activities may be accounted for by these separate entities. According to the *Bylaws & Policies of The School Board of Pinellas County,* 9210 - *Parent Organizations* and *Bylaws & Policies of The School Board of Pinellas County,* 9211 - *Parent Organizations, Booster Clubs, and other Fund-Raising Activities,* PTA/PTSAs and incorporated outside support organizations are required to provide the principal, at the beginning of each school year, a detailed financial accounting of all fundraising activity revenue and their expenses.

Review of the financial records is the responsibility of the schools' administrators before granting the PTA/PTSA and incorporated outside support organizations permission to continue to operate in the name of the school.

SCOPE, OBJECTIVES AND METHODOLOGY

The internal audit function is responsible for establishing the audit objectives and scope of work. Audit procedures are the means to obtain audit objectives. Audit objectives and procedures, taken together; define the scope of the internal audit work. In the planning stage of each audit, a risk assessment is performed to identify significant areas of the auditable activity.

The primary objective in planning and performing a scope of work is to provide reasonable assurance as to whether the financial statements are free of material misstatement as well as unbiased, timely, and relevant information which can be used by the schools administrators in managing the schools internal fund accounts.

The operational compliance audit program for the schools payroll audit focuses primarily on the internal controls and sound business practices in place related to the documentation of employees' attendance records and employees' absences. Sound business practices and a system of internal controls to include reliable and accurate documentation to adequately support the district compensated absences liability is of utmost importance to the district's budget.

Attachment: Yearly Auditing Reports as of June 30 2012 (3934 : Audit Report of District's Property Inventory)

A complete physical inventory of all district fixed assets is conducted annually with the inventoried date entered into the property records. In addition, the physical inventory is compared with the property records database, and all discrepancies traced and reconciled. Property control and district processes as described in the *Manual of Property Equipment Accounting and Control* are reviewed and verified.

As part of the annual financial audit of the schools internal funds, the scope of the audit program includes operational compliance criteria. In addition, schools, on a rotating basis, receive a comprehensive operational compliance audit based on the school's risk assessment, which takes into consideration changes made in key school personnel, the types and number of past deficiencies as well as deficiencies that continue to be repeats. Periodically, the Auditing Department receives requests from area superintendents, school principals and the Office of Professional Standards to conduct audits of specific concerns.

FINANCIAL AUDIT REPORT OF THE SCHOOLS INTERNAL FUND ACCOUNTS

The Auditing & Property Records Department has audited the schools internal fund financial statements for the fiscal year ended June 30, 2012. State Board of Education Rule 6A-1.087(2), Florida Administrative Code, requires school boards to provide for audits of the school internal fund accounts. The financial statements were prepared on the basis of cash receipts and cash disbursements, which is considered a comprehensive basis of accounting rather than generally accepted accounting principles. These financial statements are the responsibility of the school administration. Our responsibility is to express an opinion on these financial statements based on our audit.

The objectives of the audit are to:

- Express an opinion on the internal fund financial statements of the schools.
- Evaluate compliance of the internal fund financial statements with regard to applicable laws, rules, policies and procedures.
- Evaluate the internal control system at the schools to determine the extent to which selected control environment factors promote and encourage the achievement of administration's control objectives in the categories of reliability of financial records and reports, and safeguards over the schools assets.

We conducted our audit in accordance with generally accepted auditing standards, and Government Auditing Standards issued by the Comptroller General of the United States. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. Using sampling techniques, we selected and tested adjustments and transfers of funds that affected receipts and disbursements. We analyzed selected activities where the revenues and disbursements had a significant change for the 2011/2012 fiscal year compared to 2010/2011.

Auditing procedures also included inquiries and interviews of school personnel, notably the site administrator, the completion of an internal control questionnaire and the completion of a self-risk assessment of fraud of their site which addresses what steps have been implemented to identify weaknesses and how staff members are provided information as to the district's posture regarding fraud, which is outlined in School Board Policy 8700 Anti-Fraud. In addition, the audit assessed the accounting

Attachment: Yearly Auditing Reports as of June 30 2012 (3934 : Audit Report of District's Property Inventory)

principles used, as well as evaluated the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

FINANCIAL STATEMENTS

In our opinion, the financial statements contained in this report present fairly, in all material respects, the changes in fund balances arising from cash transactions of the schools during the 2011/2012 fiscal year, on the cash basis of accounting.

Refer to pages 39 through 44 of this report for the summary of the schools internal fund account balances as of June 30, 2012.

Note: For the 2011/2012 fiscal year, the schools receipted $21,254,631.22 and expended $20,553,528.21. Reference is to Board Agenda Approval of the Principals' Yearly Financial Report for the Year Ending June 30, 2012 that was dated September 25, 2012.

OPERATIONAL COMPLIANCE

The District's Administration is responsible for establishing the systems designed to ensure compliance with such requirements as applicable laws, administrative rules, school board policies, regulations, procedures and other guidelines. Internal auditors are responsible for determining whether the systems are adequate and effective and if the activities audited comply with the appropriate requirements.

In addition to the procedures performed during the audit of the schools financial statements, we tested compliance with laws, school board policy and procedures cited in the Department of Education's *Financial and Program Cost Accounting and Reporting For Florida Schools* referred to as the Redbook, and the *Bylaws & Policies of The School Board of Pinellas County*, which include procedures as described in the *Manual of Internal Fund Accounting*. The results of our tests of compliance indicate that, with respect to the items tested, the schools generally complied with the laws, District's policies and procedures.

If matters came to our attention related to noncompliance, they are reported in the AUDIT DEFICIENCIES section of this audit report for schools where instances occurred. Identification of noncompliance issues for each school is also noted in the SUMMARY OF AUDIT DEFICIENCIES AND RECOMMENDATIONS subsection of this report.

Internal Control

The purpose of the review for adequacy of internal control is to ascertain whether the system established by the administration provides reasonable assurance that the school's objectives and goals will be met efficiently and economically. Reasonable assurance is provided when cost-effective actions are taken to restrict deviations to a tolerable level. This implies, for example, that material errors and improper or illegal acts of fraud will be detected and corrected within a timely period by employees in the normal course of performing their assigned duties.

Fraud prevention is the responsibility of each site's administration. An essential element to the prevention of fraud is for the department head or principal to set the right tone for an effective internal control framework. The auditor is responsible for assisting in the deterrence of fraud by examining and evaluating the adequacy and effectiveness of the internal control.

Attachment: Yearly Auditing Reports as of June 30 2012 (3934 : Audit Report of District's Property Inventory)

In planning and performing our audit, we obtained an understanding of the system of internal control established by the site's administration. As part of the process in gaining an understanding of the site's environment, the site administrator is requested to complete an internal control accounting questionnaire and a fraud risk questionnaire. Time taken in completing the questionnaires by the site's administrator provides them with an effective tool and an opportunity, if used properly, for more awareness in identifying areas of weaknesses that need to be addressed.

With respect to internal control, we obtained an understanding of the design of significant internal control policies and procedures relevant to payroll, inventory control and receipting and disbursing of the internal funds. We determined whether a system of internal control had been placed in operation and assessed the control risk. Our purpose in obtaining an understanding of the system of internal control and assessing the level of control risk is to determine the nature, timing, and extent of substantive tests of procedures to be performed. Such tests are relative to the administration's assertions of compliance with applicable laws, administrative rules, school board policies, the reliability of financial records, the safeguards over assets, and to evaluate compliance with the system of internal control.

A material deficiency is a reportable condition in which the design or operation of one or more of the internal control elements does not reduce the risk to a relatively low level where errors or fraud could occur that would be material in relation to the site's assets. Fraud may occur and not be detected within a timely period by district employees in the normal course of performing their assigned functions.

If reportable deficiencies came to our attention, due to noncompliance with Florida Statutes, Department of Education's *Financial and Program Cost Accounting and Reporting For Florida Schools* and/or *Bylaws & Policies of The School Board of Pinellas County*, these are noted in the AUDIT DEFICIENCIES section of this audit report for the site where the conditions were noted.

Our consideration of the system of internal control would not necessarily disclose all matters that might be considered reportable deficiencies and, accordingly, would not necessarily disclose all reportable conditions that are also considered to be material deficiencies.

At the elementary school level, the system of internal control, as designed and implemented by the administration, includes the lack of segregation of incompatible accounting duties performed by the secretary/bookkeeper. Even though incompatible accounting duties exist, compensating controls can be implemented and are strongly recommended.

Upon request from the School Broad, when a school continues to have similar deficiencies from one year to the next, it has been noted in bold print as part of the audit comment: ***"A similar deficiency was noted in the previous year's audit report."*** or ***"Similar deficiencies were noted in the previous (i.e. two, three etc.) years' audit reports."***

Other Functions Reviewed

In addition to the audit of payroll and internal funds, we conducted certain auditing procedures to improve accountability at the school or department level and to provide assurances to the administration about the operation of activities related to property management.

Property - Tagged Fixed Assets

To verify compliance with *Bylaws & Policies of The School Board of Pinellas County* and the *Manual of Property Equipment Accounting and Control*, an inventory of all tagged equipment with an individual

Attachment: Yearly Auditing Reports as of June 30 2012 (3934 : Audit Report of District's Property Inventory)

historical cost of $750 or more, with the exception of computers, laptops and other technology devices regardless of price, was conducted at each school and cost center. The district administration requires follow-up on all items not located.

The results of the property inventory for the individual schools and departments are included within this report. A summary of deficiencies that were common to departments and post-secondary schools and centers, high schools, middle schools, elementary schools, exceptional centers and multi-grade level centers are found in the SUMMARY OF AUDIT DEFICIENCIES AND RECOMMENDATIONS OF COST CENTERS INVENTORIES subsection below. The results of the individual sites audits are listed on pages 10 through 12 of this report.

SUMMARY OF AUDIT DEFICIENCIES AND RECOMMENDATIONS OF SCHOOLS / DEPARTMENTS INVENTORIES

The Auditing & Property Records Department has completed the inventories of tagged fixed assets of departments, post-secondary schools and centers, high schools, middle schools, elementary schools, exceptional centers and multi-grade level schools/centers for the 2011/2012 fiscal year. In addition to missing equipment, deficiencies in the following inventory procedures are included in the final inventory report: the tagging/retagging of equipment, returning verification of tagging forms and serial numbers, requests for tagging of equipment purchased with internal purchase orders, requests for tagging of donated equipment, completion of asset transfers when tagged equipment changes location, completion of correct form for theft and/or damage to equipment, proper documenting of temporary equipment removals, requests made for trade-in or vendor exchange of equipment, submission of uncapitalized inventory spreadsheet and annual summary report of their uncapitalized inventory, maintenance of Software Tracking Notebook, proper Key Management procedures and submission of fall key inventory, and other miscellaneous deficiencies, such as a high percent of a specific type of equipment as missing (example: laptops or band instruments).

Of the above procedures reviewed at each cost center, the following deficiencies and recommendations are applicable to a significant number of schools and are often repeat findings for the individual schools.

ASSET TRANSFERS OF TAGGED PROPERTY

School Board Policy 7320.01 – Disposal, Sale or Exchange of Tangible Property states, *"Schools or departments participating in the transfer shall complete the property asset transfer forms in order to maintain accountability for taggable property."*

Online asset transfers are not always being completed or are entered after tagged equipment has already left the school. Consequently, the equipment cannot always be traced to its new location after-the-fact for verification and frequently results in having to list the equipment as missing. An online asset transfer must be entered in the fixed assets module of the Total Education Resource Management System, referred to as TERMS, and a checklist receipt must accompany transfers of tagged equipment from one cost center to another.

Recommendation made is for the online asset transfer to be entered and approved in TERMS Fixed Assets module prior to pick up and that the checklist receipt must be sent with tagged property to the new cost center or to surplus property. The cost center is to keep a copy of the checklist receipt to document a transfer in progress, and to obtain a signature from the warehouse driver or other transporter at the time of pick-up and the date. This gives property records an audit trail to follow if the online transfer does not get completed.

Attachment: Yearly Auditing Reports as of June 30 2012 (3934 : Audit Report of District's Property Inventory)

Timely online approvals or acceptance of equipment received to complete the online asset transfers are not always done. The administrators at both the sending and the receiving cost centers must approve the online transfer of equipment before the items are physically transported. The receiving center then has the responsibility of receiving each item in the online transfer screen to close the transfer and to facilitate the change of the cost center number the equipment is assigned to in the TERMS fixed assets system. This delay is causing equipment to be listed as missing at the sending cost center.

Recommendation made is that the D04 - Asset Transfer Requests Query screen in the TERMS fixed asset system must be monitored at least once or twice a week for pending online transfers needing approvals by administrators and/or receipt of items listed in order to close these transfers in a timely manner and facilitate the movement of the equipment.

TEMPORARY PROPERTY REMOVAL BY EMPLOYEES/STUDENTS

School Board Policy 7530 – Lending of District-Owned Equipment states, *"No item of district-owned equipment shall be loaned for non school use off school property. … equipment may be removed from property by staff members only when such equipment is necessary to accomplish tasks arising from their school or job responsibilities. A Property Removal Contract* (PCS Form 3-1943) *must be completed and approved by the principal or appropriate department head before equipment is removed from property. … equipment may be removed from property by students, only when such equipment is necessary to accomplish tasks related to class assignments. A Property Removal Contract … must be completed, signed by the student's parent, and approved by the principal before equipment is removed from property."*

District owned equipment removed temporarily from its assigned site by either cost center employees or students is not always supported by a completed *Property Removal Contract,* which documents the removal and proper authorization of use. Cost centers do not always maintain *Property Removal Contract* forms on file for property such as laptops, iPads, cameras, or computer systems taken home or traveling with employees or students. This contract not only indicates the purpose for the use of this equipment, since this equipment cannot be for personal use, but it also documents the authorizing signature of a supervisor or principal. Not having a record of who is using equipment off site could result in listing it as missing when the annual inventory is conducted.

Recommendation made is for each cost center to assign one person to be responsible for maintaining a folder of these contract forms to insure that they are completed and the use is authorized. Laptop computers are especially mobile and all need to be assigned through the use of this form.

RETURN OF VERIFICATION OF TAGGING INFORMATION TO PROPERTY RECORDS

Verification of tagging and serial numbers for newly tagged equipment are not always returned to Property Records. Since equipment and other tangible personal property purchased by the Pinellas County School District is shipped directly to the departments and schools and not to a centralized receiving warehouse, we must send new property tags to the schools and departments to tag their own equipment. A copy of this tagging form must be returned to Property Records verifying when the equipment was tagged and by whom. Required to be sent along with this verification are serial numbers from all the new equipment.

The tagging of capitalized equipment and the recording of serial numbers is required by the Florida Administrative Code, Rule Chapter 69I-73. The serial number information is especially important for leased computers and laptops, since the property tag number cannot be written on these items because the

Attachment: Yearly Auditing Reports as of June 30 2012 (3934 : Audit Report of District's Property Inventory)

technology vendors would charge the District a defacement fee when the items are returned to them at the end of the lease agreement. If the tag gets removed, the serial number is the only other identifier that exists for this leased equipment.

Recommendation made is for one person at each cost center to be assigned the duty of insuring that the verification of tagging forms are completed and returned to Property Records within one week after the tagging of the equipment. This process should be coordinated with the school bookkeeper or department secretary, since the property tags are always sent to their attention and attached to a copy of the purchase order.

RETAGGING OF PROPERTY BY SCHOOL PERSONNEL

According to Florida Administrative Code, Rule 69I-73.004 - Marking of Property Records, property items are to be marked for identification purposes and accountability.

Replacement property tags that were left with the cost centers at their previous year's inventory exit conference were not attached to the equipment. As annual inventories are conducted, each property control clerk makes a list of missing or defaced tags and tags attached in an inappropriate place on equipment. Property Records reprints these tags and they are either given to department or school staff member at the return visit to verify equipment from the "initial unlocated list" or to the department head or principal at the exit conference attached to a spreadsheet noting building and room locations to aid in retagging by cost center personnel.

A number of cost centers do not attach these replacement tags; instead, these tags are handed back to the property control clerk at the following year's inventory. During the prior year, some of this equipment may have been sent to surplus property or another cost center, which resulted in the transfers not being properly documented due to the lack of property tags on the items transferred. Thus, the items remain on the original cost center's inventory and become classified as missing items when the next inventory occurs.

Another example of retagging is when a computer lease contract ends and the computers are bought out by the district instead of returning the computers to the vendor. Departments and schools are sent white district property tags to replace the colored lease tags which have been retired due to the buy-out. This replacement of lease tags is not always being done in a timely manner to coincide with the buy-out.

Since equipment does frequently move within a cost center, the recommendation made is that retagging be done as soon as possible while current building/room locations are still applicable. Neglecting to retag a piece of equipment also has a direct effect on the number of missing items at a cost center because an online asset transfer must be entered to document the transfer of all taggable equipment from one cost center to another.

Complete individual audit reports for all the departments, post-secondary (Pinellas Technical Education Centers, Vocational and Community Adult Education Centers), high schools, middle schools, elementary schools, exceptional centers and multi-grade level centers are available in the School Board office.

The results of the schools/departments inventories are listed on pages 21 through 29 of this report.

Attachment: Yearly Auditing Reports as of June 30 2012 (3934 : Audit Report of District's Property Inventory)

SUMMARY OF AUDIT DEFICIENCIES AND RECOMMENDATIONS OF THE SCHOOLS OPERATIONAL COMPLIANCE OF PAYROLL PROCESSES

Internal Control

School Board Policy 6480(3)(e) – Payroll Procedures states, *"Principals and department heads shall be responsible for submitting accurate payroll records and approving on-line time payrolls in accordance with established time schedules and procedures."*

When the payroll is approved, the site administrator does not have adequate documentation to support the exceptions entered into the TERMS payroll screen or have documentation to insure that all exceptions have in fact been entered. In order to verify whether the exceptions reported in the payroll system for absences and additional hours worked are correct, the site administrator must have the supporting documentation for proof and comparison. Consequently, the failure to reconcile the cost center's payroll to the computerized payroll system could put them at risk of an overpayment to an employee or improper recording of absences.

Recommendation made to site administrators, who are the payroll approvers, is to reconcile TERMS payroll screen to the detailed supporting documents as directed by the Payroll Time and Attendance User Guide. The payroll approver is certifying the time exceptions that have been entered are complete and correct to the best of his/her knowledge. Additional recommendations included procedures be implemented to insure that proper documentation is maintained for all additional and extra time paid to employees that include a signed timesheet with the date and the hours worked.

Florida Statutes 1012.61 5(b) - Sick leave states in part, *"Claim must be filed. … Any district school board employee shall, before claiming and receiving compensation for the time absent from his or her duties while absent because of sick leave as prescribed in this section, make and file within 5 working days following his or her return from such absence with the district school superintendent of the district in which he or she is so employed a written certificate which shall set forth the day or days absent … ."*

At some sites, the Certificate of Absence forms were completed by the site's secretary, instead of being completed by the employees who were reporting their absences. Per State guidelines, employees are responsible for reporting their own absences.

Attendance Records

Chapter 1012.68, Florida Statutes - Records of absences states, *"The administrator of each designated organizational unit shall see that both the days present and the days absent for each employee are reported to the school superintendent at least once each month in the manner prescribed for that purpose. This report shall include the exact dates of, and the reasons for, each absence. Each school superintendent shall establish procedures to ensure maintenance of the complete records of all such absences."*

For some of the cost centers that received a payroll audit, a limited scope audit was performed due to the lack of attendance records for the administrative, instructional and support staff employees. According to the District's Human Resources and Management of Informational Services Departments, only 38 percent of the district's employees document their attendance on the district's electronic software system, referred to as Outboard. Auditing has noted that some cost centers use a paper sign in and sign out record for their department staff, faculty and support service employees for documenting their attendance. However, this method is unreliable as employees sign in for others or sign in for the entire

Attachment: Yearly Auditing Reports as of June 30 2012 (3934 : Audit Report of District's Property Inventory)

week at beginning of the week. Since the district paid during 2011/2012 fiscal year over $555 million in employees' salaries, the lack of documentation to support the majority of the employees' attendance is a significant issue.

Without proper documentation to support the payroll system report, we could not provide assurance that all absences were accurately reported or in fact reported at all. As a result, the departments and schools are not in compliance with the State of Florida law that is applicable for all School Board employees.

Recommendation made to site administrators is for them to implement procedures, such as the district's software for recording attendance, to insure that payroll records are accurate and cannot be easily manipulated. In addition, the reports generated from the Outboard system or some other attendance software program needs to be used when preparing the payroll, thus providing documentation to support that the payroll records are correct.

Reporting Issues

Timesheets not calculated correctly for bus rider assistants, which resulted in under or over payment. As part of the audit, a comparison was made from the Transportation Route Reports furnished to the school by the Transportation Department to the amount paid on the Payroll Time Report for the two-week pay period audited. As a result, bus rider assistants were overpaid in some cases as well as underpaid for X number of hours. Recommendations made were for the school staff members to use the online form provided by the Payroll Department to document bus assistants' time. This form, once completed, must also be approved by an immediate supervisor or by an administrator.

Site administrator did not approve the Payroll run in the District's payroll system nor was a hand signed copy available to support that proper approval was completed. Recommendation made was to have a backup approver perform the task of approving the payroll electronically when the site administrator is unable to do so or screen print the payroll screen and have the approver sign it keeping a copy on file and the other one sent to the Payroll Department.

The exception code reported on the employees' Certificate of Absence forms did not always agree to the code reported on the Payroll Time Report. The amount of sick time recorded on the Payroll Time Report did not agree with the amount of time reported on the Certificate of Absence form.

Recommendations made to the sites with these reportable deficiencies were to establish adequate procedures and controls to balance the exception documentation to the attendance records to the entries made in the payroll system prior to the payroll being signed by the payroll preparer.

E-Time (extra) / A-Time (additional)

Documentation to support A-time was inadequate. The hours worked for covering a class when a substitute could not be secured were not always indicated, nor was a supervisor's signature always documented on a timesheet granting approval. E-time was paid to bus riders and to hourly teachers without always having a supervisor's signature on the timesheets. Recommendation made was for the site administrators to develop and implement procedures to insure that A-time and E-time timesheets are completed properly and approved by an immediate supervisor. An effective system of internal control includes procedures that provide reasonable assurance that the cost centers payroll is being recorded accurately.

The results of the operational compliance payroll audits are listed on page 30 of this report.

Attachment: Yearly Auditing Reports as of June 30 2012 (3934 : Audit Report of District's Property Inventory)

SUMMARY OF AUDIT DEFICIENCIES AND RECOMMENDATIONS OF THE SCHOOLS INTERNAL FUND ACCOUNTS (OPERATIONAL COMPLIANCE)

RECEIPTS AND DEPOSITS

Redbook, Chapter Eight School Internal Funds SECTION I 11 - PRINCIPLES; and SECTION III 1.4(b) and 1.4(c) - STANDARDS, PRACTICES AND PROCEDURES state, *"An adequate system of internal controls shall be maintained in order to safeguard the assets of the school internal funds." "Insofar as is practicable, all money should be collected in the school office. Collections made outside of the school office must be turned in to the school office no later than the next business day." "All money collected must be deposited intact to a depository as frequently as feasible and as dictated by sound business practices. IN ANY EVENT, FUNDS COLLECTED MUST BE DEPOSITED WITHIN FIVE (5) WORKING DAYS AFTER RECEIPT."*

Examples of deficiencies commonly noted: **Funds collected outside the school business office were held by school staff and not submitted to the bookkeeper by the next business day. Bank deposits were not always made in a timely manner.** (**Note:** Each of these first two deficiencies increased the risk to loss or theft of the funds collected.)

Receipting forms, which are sequentially numbered and had been issued to school staff for the collection of funds, were missing. Receipting forms having alterations were not initialed by the individual making the change on the document. Thus, no determination could be made as to whether money had been, in fact, collected and subsequently deposited into the school's bank account.

Recommendations made to school personnel were to review procedures with regard to proper documentation requirements for the collection and timely remittance of funds, as well as to exercise due diligence in the control and safeguards over the official receipting documents for proper financial accountability. Whenever cash is handled, the utmost importance needs to be placed on the system of internal control and the safeguards over assets should be closely monitored.

FINANCIAL REPORTING AND MANAGEMENT

Redbook, Chapter Eight School Internal Funds SECTION I 8 – PRINCIPLES; and SECTION III 2.3(b) and 2.3(e) - STANDARDS, PRACTICES AND PROCEDURES state, *"Collecting and expending of school internal account funds shall be in accordance with the Florida Constitution, Florida Statutes, State Board of Education rules, and school board rules. Sound business practices should be observed in all transactions." "The sponsor of each school club or organization is responsible for providing adequate financial documents and records to the principal and is responsible for retaining duplicates of said documents and records. These records may include an organization budget; duplicate receipts for all income from dues, fundraising activities, entertainments, assessments, or donations; and approved requests for payments." "A financial report shall be filed with the principal's office at the close of each fund-raising activity. …"*

Adjustments were made to the accounting records without always being properly approved by the administrator. Documentation was missing to support adjustments made. Recommendations made were to refer the staff responsible for these transactions to the procedures which are outlined in the Manual of Internal Fund Accounting, Chapter 13. These procedures state that all transactions affecting receipts and disbursements of the internal funds must be approved by the administrator before entering them into the accounting system. Documentation to support these transactions must be maintained on file.

Attachment: Yearly Auditing Reports as of June 30 2012 (3934 : Audit Report of District's Property Inventory)

School Board Policy 7230 – GIFTS TO THE SCHOOL DISTRICT states, *"The Superintendent is authorized to accept gifts or donations to the school district, on behalf of the School Board, of money, equipment, supplies and materials. The Superintendent or designee may accept the terms and conditions of any such gift or donation, as deemed appropriate, and shall have the discretion to accept or deny the gift or donation on the basis of those terms and conditions. Lists of such gifts or donations shall be compiled semi-annually. … The principal or director of a school or center is authorized to accept individual gifts or donations of money for field trips, student donations and spontaneous donations of up to $500 for each such gift. … "*

Donations received for more than $500 were not consistently reported to the area superintendents for approval and acceptance. Gift cards were not always supported with receipts when used by school personnel. Recommendation made to the site administrator and staff members was to review School Board Policy and follow the procedures outlined. In addition, items of value (specifically gift cards) must be itemized on PCS Form 3 -2896 and accounted for as to their disposition, by signature and supporting documentation when applicable.

PURCHASES AND EXPENDITURES

Redbook, Chapter Eight School Internal Funds SECTION I 8 – PRINCIPLES, SECTION II 2 - GENERAL PRACTICES; and SECTION III 3.2a, and 3.5 2, 3.5 3, 3.5 4, and 3.5 5 - STANDARDS, PRACTICES AND PROCEDURES; School Board Policy 6100 - Uniform Records and Accounts; and Manual of Internal Fund Accounting, Chapter Six - Purchases and Expenditures state in part, *"Collecting and expending of school internal account funds shall be in accordance with the Florida Constitution, Florida Statutes, State Board of Education rules, and school board rules. Sound business practices should be observed in all transactions." "Purchases from internal funds must be authorized in writing by the principal or designee …" "The school principal is fully responsible for all purchases and purchase commitments requiring present or future disbursements of internal fund monies. A signed commitment from the principal or designee(s) must be on file before any purchase is made … ." "The following expenditures from internal funds are deemed inappropriate and shall not be made except from trust funds collected for a specifically identified purpose. … Curricular-related travel; professional, technical, or consultant services; or other items for which school board funds are available. Articles for the personal use of any student, employee, or other person, except those items that are identifiable as being in recognition of service or promotion of school activities and those items identified under Rule 6A-1.0143, F.A.C., Promotion and Public Relations Expenditures. Personal memberships or subscriptions. Salaries or other compensation for duties or assignments which are the responsibility of the school district." "School and department internal funds shall be audited at least annually by an internal auditor employed by the Board or an independent CPA firm. These audits shall be based on generally accepted auditing standards, Federal and State laws and regulations, District policies and the Manual of Internal Fund Accounting dated December 8, 2009, amended July 27, 2010, which is incorporated herein by reference." "The Internal Purchase Requisition form (PCS Form 3-2902) is the first document prepared in the purchasing process. A properly completed purchase requisition accomplishes the following: Identifies the person(s) making the request and contains his/her signature(s). Records the purpose of the purchase. Describes the item(s) to be purchased and cost, either exact or estimated. Indicates the account name and account number to be charged. Provides written documented approval(s) and date of approval."*

Internal purchase requisitions and/or purchase orders were not always completed or not completed in full. Missing information included, but was not limited to, the date of approval by the principal or designee. Purposes for completing the requisition and purchase order forms are to document what is going to be purchased, for obtaining proper written authorization, to determine that funds are available before the expenditures are initiated and then to encumber the funds.

Attachment: Yearly Auditing Reports as of June 30 2012 (3934 : Audit Report of District's Property Inventory)

Improper purchases (such as food, gift cards and personal memberships or subscriptions) were made for the personal use of faculty and staff from funds designated specifically for students use. Purchases for personal use are only permitted from the staff's vending machines, hospitality accounts or trust funds in which donations were given specifically for that purpose.

Payments were made to vendors without original vendors' invoices. Additionally, payments made to vendors were not always processed in a timely manner. Sales tax was not always paid when applicable, which resulted in obligations owed to the State. The delay in paying invoices gives the appearance that the school is unable to meet its outstanding obligations and also may incur a late fee.

Recommendations made to schools personnel were for them to review State guidelines, School Board policies and procedures in regards to purchasing and expending funds from the internal fund accounts.

EXTRA CURRICULAR AND FUNDRAISING ACTIVITIES

Redbook, Chapter Eight School Internal Funds SECTION 11 - PRINCIPLES; and SECTION III 1.4a and 1.4f - STANDARDS, PRACTICES AND PROCEDURES state in part, *"An adequate system of internal control shall be maintained in order to safeguard the assets of the school internal funds." "All money collected by the school must be substantiated by pre-numbered receipts, consecutively numbered class receipt records, reports of monies collected, pre-numbered tickets, reports of tickets issued and sold or other auditable records." "All checks, receipt forms and tickets shall be pre-numbered and perpetual inventories of each shall be maintained. Inventories shall show the beginning and ending numbers of all documents acquired and issued. In all cases where tickets are used, ticket reports and unsold tickets must be available for audit. Any pre-numbered documents shall be accompanied by a certified statement of the numbers received."*

Ticket Sales Reports were not always completed accurately. The total number of tickets sold was not correctly reported; thus, they did not match funds collected.

Ticket inventory procedures were not consistently being followed. Examples: Ticket acquisitions were not recorded on the ticket inventory form in a timely manner; instead, the tickets were not recorded into the inventory until the ticket rolls were used. This resulted in a lack of adequate internal controls over the schools' ticket inventory. Recommendations made to the schools were to strengthen their procedures to insure that Ticket Sales Reports and the ticket inventories were completed correctly.

The results of the operational audits of schools internal funds selected are listed on pages 31 through 34 of this report.

SUMMARY OF AUDIT DEFICIENCIES AND RECOMMENDATIONS OF THE SCHOOLS INTERNAL FUND ACCOUNTS (FINANCIAL)

The Auditing & Property Records Department has completed the audits of post-secondary schools and centers, high schools, middle schools, elementary schools, exceptional centers and multi-grade level centers for the 2011/2012 fiscal year. Included in this audit report are the following deficiencies and recommendations that are applicable and often are repeat deficiencies for individual schools.

INTERNAL CONTROL

Attachment: Yearly Auditing Reports as of June 30 2012 (3934 : Audit Report of District's Property Inventory)

According to Department of Education's *Financial and Program Cost Accounting and Reporting for Florida Schools* ("Redbook"), Chapter Eight School Internal Funds SECTION I 11 – PRINCIPLES and SECTION II 8 - GENERAL PRACTICES *"An adequate system of internal controls shall be maintained in order to safeguard the assets of the school internal funds." "Bank statements shall be reconciled as soon as received, preferably by a person other than the person who receipts and disburses funds."*

The system of internal control that represents the control environment of the District's schools is characterized by a lack of segregation of duties in the handling of funds. The collecting, depositing and disbursing processes are performed by the secretary/bookkeeper or bookkeeper, as well as recording the financial activity to the accounting system, issuing of checks and preparing the monthly *Bank Reconciliation Statement* (PCS Form 3-2912).

The school's administrator is to review the processes in place and implement compensating controls such as having someone independent of the receipting and purchasing procedures to prepare the bank reconciliation statement or, at the very least, have someone independent of the bookkeeping function review and approve the bank reconciliation statement. The reviewer must be adequately trained and equipped to perform this function, and preferably be one of the school's administrators.

School personnel (administrators along with support staff) attend the District's bank reconciliation classes. These classes offer the opportunity for the participants to gain a greater understanding of the bank reconciliation process so that they are better equipped to perform this task. **Note:** In some cases, even after school personnel attends training, the internal control deficiency continues to exist due to the preparer or the reviewer not detecting errors made or were unable to provide an explanation as to the reason why the bank reconciliation did not reconcile. Recommendations made to school personnel are for them to attend a refresher bank reconciliation class to better understand how to identify all amounts listed, to make sure they are clearly supported and have been verified by the preparer as well as by the reviewer when reconciling the monthly bank statement.

Because the internal fund accounting system does not connect to the District's servers and is referred to as a standalone software system, the school bookkeepers are required to back up their accounting records on days when financial activity takes place. A one month period is reviewed of the computerized accounting system backup log. Audit t**est results indicated that schools' computerized accounting systems were not always being backed up on days when financial activity took place.** As a result, there is an increased risk of loss of financial data and the security of financial reporting. Recommendation to the staff is to make every effort to complete a backup of the accounting software on days when activity takes place to prevent the loss of financial activity.

FINANCIAL REPORTING AND MANAGEMENT

Redbook, Chapter Eight School Internal Funds SECTION I 8 PRINCIPLES and III 4.1(a) - STANDARDS, PRACTICES AND PROCEDURES; and School Board Policy 6610 - Internal Account Funds state, *"Collecting and expending of school internal account funds shall be in accordance with the Florida Constitution, Florida Statutes, State Board of Education rules, and school board rules. Sound business practices should be observed in all transactions." "The principal's financial report and any other interim reports shall be prepared and submitted according to the schedule and format prescribed in district adopted procedures." "Trust funds shall be expended only for the purpose for which they were collected. When the purpose of the trust fund has been accomplished or becomes inoperative, unused trust funds shall be returned to the person(s) from whom collected, if practicable. Donors may designate an alternative purpose. Funds which cannot be returned shall be transferred to a trust account to benefit economically disadvantaged students or the student body as a whole."*

Attachment: Yearly Auditing Reports as of June 30 2012 (3934 : Audit Report of District's Property Inventory)

The Principal's Monthly Financial Report(s) are not submitted to the Auditing & Property Records Department in a timely manner. The financial statements and/or accompanying required documentation were not submitted by the 12th of the month following the month being reported. The schools' Principal's Monthly Financial Report need to be submitted timely. Any delays in submitting the financial reports to the School Board may affect the relevance of this information. According to the procedures outlined in the *Manual of Internal Fund Accounting*, Chapter Ten - Financial Statements, Subheading - Monthly Reports, it states that *"The Auditing & Property Records Department shall receive the principal's monthly financial report on or before the 12th day of the calendar month following the reporting period."*

Adjustment and transfer transactions were not posted in a timely manner; processed incorrectly or were deemed improper transactions per sound business practices or School Board Policy. Adjustments that are processed incorrectly effects the total receipts and expenditures for those accounts involved**.** Funds transferred from trust accounts to other account types are not allowed due to the fact that trust accounts are established for a specific purpose and as such, the funds are to be spent accordingly.

Transfers and adjustments are entries used to ensure reliability of financial records and each type of entry has its own specific use. Adjustments not only change account balances but also affect the total receipts and disbursements reported in the respective accounts. It is imperative that these transactions are performed correctly to ensure the reliability of the school's financial records.

Redbook, Chapter Eight School Internal Funds SECTION I 10 - PRINCIPLES and SECTION III 2.4(c) and 4.1(b) - STANDARDS, PRACTICES AND PROCEDURES state in part, *"Purchases from internal accounts shall not exceed the resources of the applicable student activity/project account … ." "At no time shall a trust account have a deficit." "At the close of the school year the annual report shall be prepared as procedures provide, and shall be attested to by the principal and the preparer by their signatures as to its accuracy in reflecting the year's activity and year-end balances to be included in the Annual Financial Report."*

Purchases were made from trust accounts that did not have sufficient funds to cover the expenditures. This is considered an internal control weakness in the financial management of the internal funds. As a result, trust accounts had deficit balances. Recommendation made was for the school personnel to monitor closely these trust accounts to ensure that at no time they have deficit balances.

Accounts receivables reported at year end were incomplete or inaccurate. Textbook obligations, commissions, refunds owed to the school, returned checks that have not been deemed uncollectible are all classified as accounts receivables. As a result, the final amount reported to the District was understated. The schools are provided detailed guidelines in the Year-end Activities and Schedules memo regarding accounts receivable reporting. In addition, the *Manual of Internal Fund Accounting*, Chapter 10 - Financial Statements, clearly states the following: *"At the close of the school fiscal year, the following reports are required in addition to the monthly reports ... Accounts Receivable Report - Money owed to the school at year-end including, but not limited to, refunds due from vendors, student obligations and non-sufficient checks. ... Complete and submit the Accounts Receivable Report."*

OUTSIDE SUPPORT ORGANIZATIONS (PTA/PTSAs, Booster Clubs, and PTOs)

School Board Policy 9210 and 9211 - *Parent Organizations, Booster Clubs, and other Fund-Raising Activities* state in part, *"The PTA/PTSA will provide the Principal with a copy of the following at the beginning of each school year: annual budget … annual report from the previous year, financial review*

Attachment: Yearly Auditing Reports as of June 30 2012 (3934 : Audit Report of District's Property Inventory)

from the previous year … Bank statements will be sent to the school's address, copies of the bank statements and the treasurer's report shall be provided to the principal on a monthly basis. … All PTA/PTSAs must operate within liability insurance either obtained through PCCPTA or secured separately." "The Board authorizes principals to give written permission to OSOs to use the name, logo, mascot, or trademark of their school as part of the OSO's name or in its fundraising or other activities. … To assure proper accounting of funds and to protect volunteers in the OSO, an OSO agrees to comply with provisions of this policy. … The OSO will use its own accounting procedures, bookkeeping system, and a single bank account. Copies of the bank statements and treasurer's reports shall be provided to the principal on a monthly basis. … Bank statements will be sent to the OSO at the school's address. The OSO will provide the principal an annual financial statement with backup documentation for the previous year no later than the beginning of classes each year. … Organizations engaged in fund raising activities shall provide insurance designated by Risk Management."

School administrators were not consistently keeping track of their outside support organizations compliance to School Board Policy requirements. Required financial documentation was not provided to the school administration. This included, but was not limited to, proof of liability insurance coverage, monthly bank statements and treasurer's reports. Recommendations made to the school principals were to hold the outside support organizations accountable and diligently pursue the documentation requirements as prescribed by the *Bylaws & Policies of The School Board of Pinellas County*, 9210 and 9211. Furthermore, the school principal needs to exercise the option to revoke the authorization of an outside support organization to use the school's name, logo, mascot or trademark if they fail to comply.

The results of the schools financial audits are listed on pages 35 through 43 of this report.

Attachment: Yearly Auditing Reports as of June 30 2012 (3934 : Audit Report of District's Property Inventory)

PINELLAS COUNTY SCHOOL DISTRICT
Post Secondary and Vocational Schools, and High Schools
Fixed Assets Property Inventory Results
For Fiscal Year 2011/2012

Cost Center	School	Total School Inventory Items	Total Historical Cost of School Inventory	No. of Items Unlocated First Year (M1)*	Historical Cost	M1 Cost Percentage	No. of Items Unlocated Second Year (M2)**	Historical Cost	M2 Cost Percentage	Total Number of Deficiencies ***	Number of Repeat Deficiencies
POST SECONDARY and VOCATIONAL											
0712	Clearwater Adult Ed.	241	$ 334,006.14	0	$ -	0.00%	0	$ -	0.00%	0	0
1032	Dixie Hollins Adult Ed.	311	$ 408,335.34	0	$ -	0.00%	1	$ 2,508.34	0.61%	1	0
2032	Lakewood Comm.	152	$ 201,350.95	0	$ -	0.00%	0	$ -	0.00%	2	0
2642	Northeast Comm.	139	$ 192,331.97	0	$ -	0.00%	0	$ -	0.00%	0	0
4682	Palm Harbor Comm.	162	$ 214,424.68	0	$ -	0.00%	0	$ -	0.00%	0	0
4541	PTEC - Clearwater	2,367	$ 5,889,429.93	4	$ 6,234.40	0.11%	5	$ 8,190.99	0.14%	2	2
3801	PTEC - St. Petersburg	1,489	$ 4,158,782.09	2	$ 5,490.77	0.13%	4	$ 8,631.31	0.21%	1	0
2471	Tomlinson Adult	454	$ 565,188.64	0	$ -	0.00%	0	$ -	0.00%	0	0
5750	Career Tech & Adult Ed.	111	$ 200,016.21	0	$ -	0.00%	0	$ -	0.00%	2	0
	TOTALS	5,426	$ 12,163,865.95	6	$ 11,725.17	0.10%	10	$ 19,330.64	0.16%	8	2
	HIGH SCHOOLS										
0251	Bayside	1,042	$ 1,364,998.47	3	$ 4,487.70	0.33%	0	$ -	0.00%	1	0
0431	Boca Ciega	1,962	$ 3,055,639.41	22	$ 35,737.70	1.17%	18	$ 30,490.23	1.00%	4	4
0711	Clearwater	1,727	$ 2,438,267.36	13	$ 20,870.90	0.86%	11	$ 16,636.41	0.68%	3	1
0751	Countryside	2,036	$ 2,827,191.94	5	$ 4,879.89	0.17%	1	$ 1,229.60	0.04%	2	0
1031	Dixie Hollins	2,072	$ 3,273,614.93	11	$ 13,608.29	0.42%	9	$ 11,433.31	0.35%	1	0
1081	Dunedin	1,559	$ 2,213,075.89	14	$ 18,053.60	0.82%	6	$ 6,615.30	0.30%	2	1
6181	East Lake	2,051	$ 2,658,797.83	24	$ 29,421.30	1.11%	10	$ 12,872.95	0.48%	5	3
1531	Gibbs	3,277	$ 4,565,818.78	53	$ 76,128.69	1.67%	47	$ 74,356.20	1.63%	6	3
2031	Lakewood	2,596	$ 3,555,533.79	58	$ 77,486.13	2.18%	22	$ 41,391.91	1.16%	7	3
2081	Largo	2,035	$ 2,484,573.71	4	$ 4,510.81	0.18%	4	$ 4,411.68	0.18%	3	0
2641	Northeast	2,090	$ 2,895,788.97	11	$ 14,571.30	0.50%	5	$ 5,168.32	0.18%	3	2
3031	Osceola	1,789	$ 2,523,163.00	6	$ 7,126.53	0.28%	2	$ 2,077.79	0.08%	4	0
4681	Palm Harbor University	1,915	$ 2,647,477.33	3	$ 4,807.94	0.18%	4	$ 3,980.00	0.15%	2	0
3421	Pinellas Park	2,339	$ 3,424,120.87	8	$ 9,486.42	0.28%	2	$ 2,087.00	0.06%	1	0
3921	Seminole	2,093	$ 2,725,992.89	1	$ 1,939.00	0.07%	2	$ 3,077.67	0.11%	1	1
3371	Seminole Vo-Ed Cntr.	442	$ 864,673.08	0	$ -	0.00%	0	$ -	0.00%	1	0
3781	St. Petersburg	1,974	$ 2,399,814.56	10	$ 11,571.38	0.48%	11	$ 11,072.17	0.46%	5	1
4521	Tarpon Springs	2,073	$ 3,604,656.48	20	$ 30,149.22	0.84%	20	$ 28,200.99	0.78%	1	1
	TOTALS	35,072	$ 49,523,199.29	266	$ 364,836.80	0.74%	174	$ 255,101.53	0.52%	52	20

*M1 property refers to items unlocated for the first time this year. These items will be active for one more year.

**M2 property has been unlocated for two consecutive years and was retired as "missing" with Board approval in September 2012.

***Deficiencies only include procedural comments, not missing equipment.

Attachment: Yearly Auditing Reports as of June 30 2012 (3934 : Audit Report of District's Property Inventory)

PINELLAS COUNTY SCHOOL DISTRICT
Middle Schools, ESE and Multi - Grade Centers
Fixed Assets Property Inventory Results
For Fiscal Year 2011/2012

Cost Center	School	Total School Inventory Items	Total Historical Cost of School Inventory	No. of Items Unlocated First Year (M1)*	Historical Cost	M1 Cost Percentage	No. of Items Unlocated Second Year (M2)**	Historical Cost	M2 Cost Percentage	Total Number of Deficiencies ***	Number of Repeat Deficiencies
	MIDDLE SCHOOLS										
0121	Azalea	1,098	$ 1,335,302.61	0	$ -	0.00%	0	$ -	0.00%	1	0
0171	Bay Point	1,578	$ 2,028,224.92	3	$ 5,910.00	0.29%	6	$ 8,329.07	0.41%	2	1
0731	Clearwater Fundamental	1,096	$ 1,285,682.03	0	$ -	0.00%	0	$ -	0.00%	0	0
3341	Clearwater Intermediate	688	$ 850,301.45	0	$ -	0.00%	1	$ 1,000.00	0.12%	1	1
1091	Dunedin Highland	1,617	$ 2,027,664.80	8	$ 8,809.21	0.43%	6	$ 7,248.43	0.36%	4	1
4061	John Hopkins	1,580	$ 2,182,417.57	24	$ 33,563.29	1.54%	51	$ 69,308.21	3.18%	8	5
0531	Joseph L. Carwise	1,307	$ 1,382,128.73	1	$ 1,524.67	0.11%	0	$ -	0.00%	1	0
0141	Largo	1,118	$ 1,490,435.03	5	$ 5,734.26	0.38%	2	$ 2,758.67	0.19%	1	0
2151	Lealman Intermediate	989	$ 1,256,931.53	1	$ 952.50	0.08%	0	$ -	0.00%	1	0
2321	Meadowlawn	1,620	$ 2,343,165.06	34	$ 46,875.34	2.00%	12	$ 17,864.97	0.76%	5	1
1281	Morgan E. Fitzgerald	2,454	$ 2,201,127.29	9	$ 10,033.93	0.46%	2	$ 2,443.27	0.11%	3	2
2861	Oak Grove	1,651	$ 2,061,447.64	0	$ -	0.00%	0	$ -	0.00%	1	0
3041	Osceola	2,376	$ 2,234,401.71	1	$ 1,547.50	0.07%	0	$ -	0.00%	0	0
3191	Palm Harbor	949	$ 1,173,992.51	1	$ 558.00	0.05%	0	$ -	0.00%	0	0
3411	Pinellas Park	1,313	$ 1,650,448.36	3	$ 5,205.55	0.32%	1	$ 1,499.00	0.09%	3	0
3741	Safety Harbor	1330	$ 1,812,442.56	1	$ 799.00	0.04%	1	$ 1,702.00	0.09%	0	0
3931	Seminole	1,122	$ 1,449,494.60	1	$ 819.47	0.06%	1	$ 760.97	0.05%	0	0
4581	Tarpon Springs	1,031	$ 1,183,491.64	3	$ 2,255.00	0.19%	1	$ 1,000.00	0.08%	0	0
4631	Thurgood Marshall	1170	$ 1,723,239.07	0	$ -	0.00%	1	$ 1,567.00	0.09%	1	0
4611	Tyrone	906	$ 1,275,296.41	4	$ 3,222.80	0.25%	4	$ 7,927.26	0.62%	3	1
	TOTALS	26,993	$ 32,947,635.52	99	$ 127,810.52	0.39%	89	$ 123,408.85	0.37%	35	12
	ESE AND MULTI-GRADE LEVEL CENTERS/SCHOOLS										
1801	Calvin Hunsinger	393	$ 512,402.82	0	$ -	0.00%	3	$ 4,776.52	0.93%	0	0
6351	Gus A. Stavros Institute	264	$ 364,734.60	0	$ -	0.00%	1	$ 1,221.64	0.33%	0	0
0981	Hamilton Disston	638	$ 705,809.04	4	$ 3,760.50	0.53%	4	$ 5,950.24	0.84%	3	1
3761	James B. Sanderlin IB	672	$ 914,796.09	8	$ 10,196.33	1.11%	1	$ 1,549.67	0.17%	2	0
2261	Madeira Bch Fund. K-8	1,367	$ 1,598,683.56	2	$ 2,136.67	0.13%	1	$ 1,499.00	0.09%	4	2
2581	Nina Harris	612	$ 1,026,360.97	1	$ 798.00	0.08%	0	$ -	0.00%	0	0
0681	Paul B. Stephens	744	$ 1,170,520.69	0	$ -	0.00%	0	$ -	0.00%	0	0
2821	Pinellas Secondary	691	$ 900,887.90	6	$ 7,250.52	0.80%	0	$ -	0.00%	3	2
3231	Richard L. Sanders ESE	738	$ 1,003,949.96	18	$ 24,233.08	2.41%	1	$ 493.73	0.05%	6	1
	TOTALS	6,119	$ 8,198,145.63	39	$ 48,375.10	0.59%	11	$ 15,490.80	0.19%	18	6

*M1 property refers to items unlocated for the first time this year. These items will be active for one more year.
**M2 property has been unlocated for two consecutive years and was retired as "missing" with Board approval in September 2012.
***Deficiencies only include procedural comments, not missing equipment.

Attachment: Yearly Auditing Reports as of June 30 2012 (3934 : Audit Report of District's Property Inventory)

PINELLAS COUNTY SCHOOL DISTRICT
Elementary Schools
Fixed Assets Property Inventory Results
For Fiscal Year 2011/2012

Cost Center	School	Total School Inventory Items	Total Historical Cost of School Inventory	No. of Items Unlocated First Year (M1)*	Historical Cost	M1 Cost Percentage	No. of Items Unlocated Second Year (M2)**	Historical Cost	M2 Cost Percentage	Total Number of Deficiencies ***	Num Re Defici
	ELEMENTARY										
0051	Anona	392	$ 403,592.30	1	$ 533.73	0.13%	4	$ 3,638.55	0.90%	1	
0111	Azalea	462	$ 496,186.80	1	$ 787.22	0.16%	3	$ 2,226.79	0.45%	1	
0131	Bardmoor	588	$ 660,786.73	1	$ 1,257.89	0.19%	1	$ 1,243.67	0.19%	0	
0151	Bauder	645	$ 603,241.97	1	$ 523.27	0.09%	5	$ 7,195.00	1.19%	1	
0161	Bay Point	556	$ 799,560.62	0	$ -	0.00%	0	$ -	0.00%	1	
0231	Bay Vista Fundamental	548	$ 595,202.94	1	$ 787.22	0.13%	0	$ -	0.00%	0	
0271	Bear Creek	406	$ 1,075,465.87	0	$ -	0.00%	0	$ -	0.00%	0	
0321	Belcher	437	$ 512,932.92	2	$ 1,847.12	0.36%	2	$ 2,797.66	0.55%	0	
0371	Belleair	507	$ 644,275.12	8	$ 4,057.62	0.63%	1	$ 523.27	0.08%	3	
0391	Blanton	649	$ 1,264,321.42	1	$ 1,266.00	0.10%	3	$ 3,382.85	0.27%	0	
0441	Brooker Creek	476	$ 534,787.26	0	$ -	0.00%	0	$ -	0.00%	1	
0481	Campbell Park	464	$ 999,328.96	1	$ 680.14	0.07%	2	$ 1,705.99	0.17%	1	
0811	Cross Bayou	603	$ 712,927.56	0	$ -	0.00%	1	$ 1,792.00	0.25%	1	
0851	Curlew Creek	876	$ 860,182.46	0	$ -	0.00%	0	$ -	0.00%	2	
3131	Curtis Fundamental	1,059	$ 1,527,529.07	0	$ -	0.00%	0	$ -	0.00%	0	
6261	Cypress Woods	669	$ 828,503.45	1	$ 523.27	0.06%	0	$ -	0.00%	0	
1821	Douglas L. Jamerson	932	$ 1,203,893.94	5	$ 3,073.00	0.26%	2	$ 2,674.19	0.22%	1	
1071	Dunedin	1,463	$ 1,878,280.50	2	$ 3,266.13	0.17%	0	$ -	0.00%	0	
1131	Eisenhower	884	$ 1,140,669.63	0	$ -	0.00%	0	$ -	0.00%	0	
1211	Fairmount Park	511	$ 696,124.35	1	$ 1,340.52	0.19%	4	$ 4,935.78	0.71%	2	
1331	Forest Lakes	714	$ 716,217.07	0	$ -	0.00%	1	$ 2,399.00	0.33%	0	
1341	Frontier	575	$ 588,592.06	0	$ -	0.00%	0	$ -	0.00%	0	
1361	Fuguitt	441	$ 641,129.57	0	$ -	0.00%	0	$ -	0.00%	0	
1481	Garrison-Jones	596	$ 641,461.64	1	$ 1,162.59	0.18%	1	$ 1,299.00	0.20%	1	
1691	Gulfport	632	$ 868,239.59	0	$ -	0.00%	0	$ -	0.00%	3	
1781	Highland Lakes	804	$ 765,409.96	0	$ -	0.00%	1	$ 523.27	0.07%	2	
1811	High Point	1,176	$ 1,793,494.67	1	$ 991.90	0.06%	0	$ -	0.00%	3	
1261	John M. Sexton	713	$ 816,907.12	0	$ -	0.00%	0	$ -	0.00%	1	
6281	Lake St George	533	$ 740,267.73	2	$ 2,984.55	0.40%	0	$ -	0.00%	0	
1961	Lakeview Fundamental	364	$ 793,849.09	0	$ -	0.00%	0	$ -	0.00%	2	
2021	Lakewood	752	$ 989,495.88	2	$ 3,377.36	0.34%	1	$ 1,049.00	0.11%	1	
2141	Lealman Avenue	569	$ 742,214.95	0	$ -	0.00%	0	$ -	0.00%	0	
0991	Leila G. Davis	658	$ 853,451.72	0	$ -	0.00%	0	$ -	0.00%	2	
1421	Lynch	724	$ 969,292.51	1	$ 750.00	0.08%	3	$ 4,720.00	0.49%	1	
4351	Marjorie K. Rawlings	556	$ 522,124.81	0	$ -	0.00%	2	$ 4,332.00	0.83%	0	
2281	Maximo	613	$ 750,522.05	1	$ 1,224.01	0.16%	0	$ -	0.00%	2	

*M1 property refers to items unlocated for the first time this year. These items will be active for one more year.

**M2 property has been unlocated for two consecutive years and was retired as "missing" with Board approval in September 2012.

***Deficiencies only include procedural comments, not missing equipment.

Attachment: Yearly Auditing Reports as of June 30 2012 (3934 : Audit Report of District's Property Inventory)

PINELLAS COUNTY SCHOOL DISTRICT
Elementary Schools
Fixed Assets Property Inventory Results
For Fiscal Year 2011/2012

Cost Center	School	Total School Inventory Items	Total Historical Cost of School Inventory	No. of Items Unlocated First Year (M1)*	Historical Cost	M1 Cost Percentage	No. of Items Unlocated Second Year (M2)**	Historical Cost	M2 Cost Percentage	Total Number of Deficiencies ***	Numl Rep Defici
	ELEMENTARY										
2301	McMullen-Booth	618	$ 750,646.76	0	$ -	0.00%	0	$ -	0.00%	0	
2371	Melrose	810	$ 804,995.37	8	$ 5,974.29	0.74%	1	$ 1,469.00	0.18%	3	
2431	Mildred Helms	606	$ 703,647.68	1	$ 1,647.00	0.23%	0	$ -	0.00%	1	
2531	Mount Vernon	428	$ 552,729.14	1	$ 1,450.92	0.26%	5	$ 5,081.27	0.92%	0	
4591	New Heights	1,497	$ 2,032,820.97	1	$ 493.73	0.02%	4	$ 5,061.36	0.25%	2	
2691	North Shore	416	$ 446,750.85	0	$ -	0.00%	0	$ -	0.00%	1	
2791	Northwest	586	$ 658,783.58	0	$ -	0.00%	0	$ -	0.00%	0	
2921	Oakhurst	628	$ 672,108.16	0	$ -	0.00%	1	$ 787.22	0.12%	0	
2961	Oldsmar	554	$ 685,891.37	2	$ 2,402.12	0.35%	2	$ 1,974.00	0.29%	0	
3021	Orange Grove	334	$ 318,460.93	0	$ -	0.00%	0	$ -	0.00%	0	
3071	Ozona	718	$ 778,172.32	0	$ -	0.00%	8	$ 8,247.13	1.06%	0	
3281	Pasadena Fundamental	292	$ 372,212.44	1	$ 1,263.00	0.34%	0	$ -	0.00%	0	
1471	Perkins	925	$ 1,259,748.66	10	$ 15,807.27	1.25%	2	$ 2,949.00	0.23%	1	
3361	Pinellas Central	747	$ 868,158.37	0	$ -	0.00%	1	$ 999.00	0.12%	0	
3391	Pinellas Park	705	$ 933,382.32	2	$ 2,391.15	0.26%	0	$ -	0.00%	0	
3431	Plumb	781	$ 856,202.82	0	$ -	0.00%	0	$ -	0.00%	0	
3461	Ponce de Leon	597	$ 676,509.60	1	$ 523.27	0.08%	4	$ 5,639.27	0.83%	2	
3511	Ridgecrest	574	$ 789,144.62	1	$ 523.27	0.07%	1	$ 1,045.66	0.13%	0	
3731	Safety Harbor	672	$ 762,734.12	1	$ 787.22	0.10%	1	$ 1,392.62	0.18%	2	
3851	San Jose	543	$ 566,830.78	1	$ 615.00	0.11%	1	$ 1,229.60	0.22%	0	
3871	Sandy Lane	752	$ 924,076.81	0	$ -	0.00%	1	$ 503.28	0.05%	2	
3751	Sawgrass Lake	672	$ 767,039.19	6	$ 5,162.70	0.67%	1	$ 770.00	0.10%	3	
3911	Seminole	567	$ 649,925.59	0		0.00%	0		0.00%	2	
3961	Seventy-Fourth Street	473	$ 577,221.37	1	$ 1,243.67	0.22%	1	$ 910.86	0.16%	0	
4021	Shore Acres	1,178	$ 1,327,265.11	9	$ 10,360.85	0.78%	4	$ 4,279.73	0.32%	1	
4121	Skycrest	717	$ 1,263,679.11	1	$ 1,484.80	0.12%	2	$ 3,444.66	0.27%	0	
4171	Skyview	418	$ 483,476.42	15	$ 10,851.34	2.24%	0	$ -	0.00%	0	
6251	Southern Oak	563	$ 608,431.37	1	$ 1,220.30	0.20%	0	$ -	0.00%	0	
4331	Starkey	632	$ 765,011.55	1	$ 1,392.62	0.18%	2	$ 2,188.88	0.29%	0	
4381	Sunset Hills	637	$ 783,474.24	1	$ 787.22	0.10%	0	$ -	0.00%	0	
6271	Sutherland	392	$ 472,830.52	0	$ -	0.00%	1	$ 939.00	0.20%	0	
4491	Tarpon Springs	1499	$ 2,085,168.02	1	$ 1,403.77	0.07%	1	$ 1,043.77	0.05%	1	
4661	Tarpon Springs Fund	426	$ 676,663.45	0	$ -	0.00%	0	$ -	0.00%	1	
4701	Walsingham	606	$ 787,305.11	2	$ 2,106.07	0.27%	5	$ 5,048.81	0.64%	1	
4771	Westgate	606	$ 720,428.22	0	$ -	0.00%	0	$ -	0.00%	0	
4931	Woodlawn	548	$ 711,474.99	0	$ -	0.00%	0	$ -	0.00%	0	
	TOTALS	42,889	$ 54,432,275.45	91	$ 90,759.18	0.17%	76	$ 89,830.51	0.17%	48	

*M1 property refers to items unlocated for the first time this year. These items will be active for one more year.
**M2 property has been unlocated for two consecutive years and was retired as "missing" with Board approval in September 2012.
***Deficiencies only include procedural comments, not missing equipment.

Attachment: Yearly Auditing Reports as of June 30 2012 (3934 : Audit Report of District's Property Inventory)

PINELLAS COUNTY SCHOOL DISTRICT
Departments Fixed Assets Property Inventory Results
For Fiscal Year 2011/2012

Cost Center	Department	Total Dept Inventory Items	Total Historical Cost of Dept Inventory	No. of Items Unlocated First Year (M1)*	Historical Cost	M1 Cost Percentage	No. of Items Unlocated Second Year (M2)**	Historical Cost	M2 Cost Percentage	Total Number of Deficiencies ***	Number of Repeat Deficiencies
	ADMINISTRATION BLDG										
0040	Administration Building	65	$ 103,929.71	0	$ -	0.00%	0	$ -	0.00%	1	0
5000	Office of General Counsel	38	$ 50,174.65	0	$ -	0.00%	0	$ -	0.00%	0	0
5010	Accounting	45	$ 59,312.30	0	$ -	0.00%	0	$ -	0.00%	0	0
5040	Superintendent's Office	32	$ 53,793.74	0	$ -	0.00%	0	$ -	0.00%	0	0
5050	Pre K-12 Visual Arts	23	$ 57,481.59	0	$ -	0.00%	0	$ -	0.00%	1	0
5060	Pre K-12 Library Media	142	$ 569,549.25	1	$ 863.00	0.15%	0	$ -	0.00%	0	0
5070	K-8 Science	30	$ 40,921.41	0	$ -	0.00%	0	$ -	0.00%	0	0
5090	Budget & Resource Allocation	33	$ 50,242.94	0	$ -	0.00%	0	$ -	0.00%	0	0
5100	Other Spec. Rev. - Contracted Programs	16	$ 21,253.39	0	$ -	0.00%	0	$ -	0.00%	0	0
5110	T.V. Operations	583	$ 2,465,061.49	0	$ -	0.00%	8	$ 26,233.13	1.06%	0	0
5130	Race to the Top	9	$ 36,456.50	0	$ -	0.00%	0	$ -	0.00%	0	0
5140	Data Processing	243	$ 13,384,058.91	189	$ 273,818.31	2.05%	54	$ 75,219.21	0.56%	2	1
5150	Cash Management	17	$ 30,760.86	0	$ -	0.00%	0	$ -	0.00%	1	0
5170	Office of Professional Standards	12	$ 19,301.97	0	$ -	0.00%	0	$ -	0.00%	0	0
5190	Family & Community Relations	33	$ 50,745.51	0	$ -	0.00%	0	$ -	0.00%	0	0
5200	Prevention Office	49	$ 72,792.19	1	$ 1,761.99	2.42%	0	$ -	0.00%	1	1
5210	Doorways	4	$ 5,460.91	0	$ -	0.00%	0	$ -	0.00%	0	0
5220	Data Solutions	2	$ 4,461.80	0	$ -	0.00%	0	$ -	0.00%	0	0
5230	Secondary Lang. Arts & Reading	52	$ 340,066.11	0	$ -	0.00%	0	$ -	0.00%	0	0
5240	Pre K-12 World Languages/ESOL	71	$ 110,284.30	2	$ 2,214.81	2.01%	1	$ 486.73	0.44%	0	0
5260	K-12 Guidance	17	$ 17,628.93	0	$ -	0.00%	0	$ -	0.00%	2	1
5280	Academic Computing	363	$ 4,593,774.91	3	$ 2,366.12	0.05%	0	$ -	0.00%	1	0
5290	Teaching & Learning	17	$ 25,694.06	0	$ -	0.00%	0	$ -	0.00%	1	0
5300	Dropout Prevention	741	$ 800,833.15	9	$ 10,590.81	1.32%	6	$ 7,586.46	0.95%	1	1
5310	Risk Management & Insurance	54	$ 80,226.71	0	$ -	0.00%	0	$ -	0.00%	0	0

*M1 property refers to items unlocated for the first time this year. These items will be active for one more year.
**M2 property has been unlocated for two consecutive years and was retired as "missing" with Board approval in September 2012.
***Deficiencies only include procedural comments, not missing equipment.

Attachment: Yearly Auditing Reports as of June 30 2012 (3934 : Audit Report of District's Property Inventory)

PINELLAS COUNTY SCHOOL DISTRICT
Departments Fixed Assets Property Inventory Results
For Fiscal Year 2011/2012

Cost Center	Department	Total Dept Inventory Items	Total Historical Cost of Dept Inventory	No. of Items Unlocated First Year (M1)*	Historical Cost	M1 Cost Percentage	No. of Items Unlocated Second Year (M2)**	Historical Cost	M2 Cost Percentage	Total Number of Deficiencies ***	Number of Repeat Deficiencies
	ADMINISTRATION BLDG										
5320	Auditing & Property Records	62	$ 103,413.47	0	$ -	0.00%	0	$ -	0.00%	0	0
5350	Math/Science 9-12	43	$ 50,981.32	6	$ 7,017.84	13.77%	0	$ -	0.00%	0	0
5360	Pre K-12 Performing Arts	73	$ 144,057.21	0	$ -	0.00%	0	$ -	0.00%	1	0
5380	K-8 Mathematics	35	$ 35,225.52	1	$ 909.00	2.58%	0	$ -	0.00%	0	0
5390	Psychological Services	191	$ 226,198.11	0	$ -	0.00%	1	$ 1,333.21	0.59%	0	0
5400	Human Resources	136	$ 345,654.90	0	$ -	0.00%	0	$ -	0.00%	0	0
5430	Pre K-12 Health Education	35	$ 52,473.79	0	$ -	0.00%	0	$ -	0.00%	1	0
5440	Purchasing	28	$ 46,037.90	0	$ -	0.00%	0	$ -	0.00%	0	0
5450	Diagnostic Services	26	$ 35,151.54	0	$ -	0.00%	0	$ -	0.00%	0	0
5460	Research and Accountability	54	$ 119,536.27	0	$ -	0.00%	0	$ -	0.00%	0	0
5480	Mailroom/Administration Building	14	$ 280,970.25	0	$ -	0.00%	0	$ -	0.00%	0	0
5510	Elementary Education	18	$ 20,012.07	0	$ -	0.00%	0	$ -	0.00%	1	0
5530	School Health Services	125	$ 168,382.53	1	$ 1,487.09	0.88%	1	$ 818.91	0.49%	0	0
5580	Financial Aid/Admissions Advise					#DIV/0!			#DIV/0!		
5600	Central Printing Services	45	$ 465,105.18	0	$ -	0.00%	0	$ -	0.00%	0	0
5610	Partnership Schools & Child Care Program	3	$ 3,557.51	0	$ -	0.00%	0	$ -	0.00%	0	0
5630	Early Childhood Education	19	$ 34,672.84	0	$ -	0.00%	0	$ -	0.00%	0	0
5640	Pre K-12 Extracurricular Student Activities	21	$ 29,313.18	0	$ -	0.00%	0	$ -	0.00%	1	0
5650	School Soc Wk/Full Service School	194	$ 218,061.51	1	$ 1,864.51	0.86%	0	$ -	0.00%	0	0
5670	Payroll	17	$ 22,887.20	0	$ -	0.00%	0	$ -	0.00%	1	0
5680	Pre K-12 Curriculum	25	$ 35,818.26	0	$ -	0.00%	0	$ -	0.00%	0	0
5690	Family and Consumer Sciences	58	$ 81,865.62	0	$ -	0.00%	0	$ -	0.00%	0	0
5700	Career, Technical, & Adult Education	60	$ 41,279.18	0	$ -	0.00%	0	$ -	0.00%	0	0
5720	Business Tech & CTAE	19	$ 37,105.05	0	$ -	0.00%	0	$ -	0.00%	0	0

*M1 property refers to items unlocated for the first time this year. These items will be active for one more year.
**M2 property has been unlocated for two consecutive years and was retired as "missing" with Board approval in September 2012.
***Deficiencies only include procedural comments, not missing equipment.

PINELLAS COUNTY SCHOOL DISTRICT
Departments Fixed Assets Property Inventory Results
For Fiscal Year 2011/2012

Cost Center	Department	Total Dept Inventory Items	Total Historical Cost of Dept Inventory	No. of Items Unlocated First Year (M1)*	Historical Cost	M1 Cost Percentage	No. of Items Unlocated Second Year (M2)**	Historical Cost	M2 Cost Percentage	Total Number of Deficiencies ***	Number of Repeat Deficiencies
	ADMINISTRATION BLDG										
5730	Middle School Education	7	$ 12,790.81	0	$ -	0.00%	0	$ -	0.00%	0	0
5750	Workforce Education/ Post Secondary	111	$ 200,016.21	0	$ -	0.00%	0	$ -	0.00%	2	0
5780	Industrial Tech & Agri Bus Ed	46	$ 69,436.66	0	$ -	0.00%	0	$ -	0.00%	0	0
5810	Elementary Language Arts & Reading	46	$ 62,595.14	0	$ -	0.00%	0	$ -	0.00%	0	0
5840	Office of Equal Opportunity	4	$ 4,924.01	0	$ -	0.00%	0	$ -	0.00%	0	0
5850	High School Education	13	$ 15,517.32	0	$ -	0.00%	0	$ -	0.00%	0	0
5860	Chief Financial Office	10	$ 11,466.33	0	$ -	0.00%	0	$ -	0.00%	0	0
5870	Governmental Services	6	$ 8,268.86	0	$ -	0.00%	0	$ -	0.00%	1	0
5880	Professional Development	139	$ 400,315.50	0	$ -	0.00%	0	$ -	0.00%	0	0
5890	Health Science Education	1	$ 1,130.81	0	$ -	0.00%	0	$ -	0.00%	0	0
5920	Pre K-12 Social Studies	28	$ 42,867.28	0	$ -	0.00%	0	$ -	0.00%	0	0
5940	Student Assignment	26	$ 42,079.25	0	$ -	0.00%	0	$ -	0.00%	1	1
5990	Planning & Policy	9	$ 17,188.18	0	$ -	0.00%	0	$ -	0.00%	0	0
6030	Advanced Studies/ Academic Excellence	24	$ 31,336.62	0	$ -	0.00%	0	$ -	0.00%	0	0
6050	Office of Strategic Communications	11	$ 22,205.60	0	$ -	0.00%	0	$ -	0.00%	0	0
6600	Elementary & Exceptional Student Ed.	291	$ 339,637.15	2	$ 2,537.00	0.75%	2	$ 3,009.00	0.89%	0	0
6620	Gifted & Able Learners	7	$ 9,753.64	0	$ -	0.00%	0	$ -	0.00%	0	0
6640	Communication Disorders	851	$ 1,338,822.54	5	$ 7,585.00	0.57%	9	$ 9,930.54	0.74%	0	0
6650	Low Prevalence	199	$ 227,352.57	0	$ -	0.00%	0	$ -	0.00%	1	0
6680	Pre-Kindergarden Handicapped	95	$ 136,053.39	2	$ 4,220.32	3.10%	0	$ -	0.00%	1	0
6690	OT-PT/Medicaid	365	$ 509,093.27	0	$ -	0.00%	1	$ 1,314.60	0.26%	0	0
7000	School Board	27	$ 31,270.43	0	$ -	0.00%	0	$ -	0.00%	0	0
7070	Race To The Top	11	$ 15,790.24	0	$ -	0.00%	0	$ -	0.00%	1	0
	TOTALS	5,532	$ 27,845,602.23	216	$ 309,308.96	1.11%	82	$ 124,598.58	0.45%	19	5

* property refers to items unlocated for the first time this year. These items will be active for one more year.
2 property has been unlocated for two consecutive years and was retired as "missing" with Board approval in September 2012.
Deficiencies only include procedural comments, not missing equipment.

Attachment: Yearly Auditing Reports as of June 30 2012 (3934 : Audit Report of District's Property Inventory)

PINELLAS COUNTY SCHOOL DISTRICT
Departments Fixed Assets Property Inventory Results
For Fiscal Year 2011/2012

Cost Center	Department	Total Dept Inventory Items	Total Historical Cost of Dept Inventory	No. of Items Unlocated First Year (M1)*	Historical Cost	M1 Cost Percentage	No. of Items Unlocated Second Year (M2)**	Historical Cost	M2 Cost Percentage	Total Number of Deficiencies ***	Number of Repeat Deficiencies
	Walter Pownall Service Center										
0450	Walter Pownall Service Center	30	$ 61,148.99	0	$ -	0.00%	0	$ -	0.00%	2	0
5370	Maintenance	1314	$ 10,338,569.92	8	$ 8,192.02	0.08%	0	$ -	0.00%	2	0
5420	Pinellas County Schs Police Dept.	231	$ 1,203,111.40	0	$ -	0.00%	0	$ -	0.00%	0	0
5470	Food Service	4,874	$ 16,549,705.35	5	$ 7,343.00	0.04%	1	$ 780.00	0.00%	5	1
5490	Facilities & Operations (Inst. Svcs)	14	$ 24,486.59	0	$ -	0.00%	0	$ -	0.00%	0	0
5560	Utility Management	2	$ 2,666.88	0	$ -	0.00%	0	$ -	0.00%	0	0
5590	Transportation	1596	$ 47,220,536.22	3	$ 4,005.91	0.01%	0	$ -	0.00%	2	1
5620	Instructional Materials	9	$ 82,628.79	0	$ -	0.00%	0	$ -	0.00%	0	0
5800	Warehousing	37	$ 1,310,061.67	0	$ -	0.00%	0	$ -	0.00%	1	0
5820	Real Estate & Concurrency Services	8	$ 17,346.68	0	$ -	0.00%	0	$ -	0.00%	0	0
5900	Vehicle Maintenance	219	$ 968,499.07	0	$ -	0.00%	0	$ -	0.00%	0	0
5930	Office of School Board Architect	24	$ 201,763.55	0	$ -	0.00%	1	$ 1,643.18	0.81%	1	0
6080	School Safety & Security	26	$ 152,282.35	0	$ -	0.00%	0	$ -	0.00%	1	0
6240	Business Management	434	$ 821,466.22	0	$ -	0.00%	0	$ -	0.00%	0	0
6250	Building Operations	5	$ 14,014.94	0	$ -	0.00%	0	$ -	0.00%	1	1
6800	Surplus Property		(not inventoried this year)			-			-		
	TOTALS	8,823	$ 78,968,288.62	16	$ 19,540.93	0.02%	2	$ 2,423.18	0.00%	15	3

*M1 property refers to items unlocated for the first time this year. These items will be active for one more year.

**M2 property has been unlocated for two consecutive years and was retired as "missing" with Board approval in September 2012.

*** ciencies only include procedural comments, not missing equipment.

PINELLAS COUNTY SCHOOL DISTRICT
Departments Fixed Assets Property Inventory Results
For Fiscal Year 2011/2012

Cost Center	Department	Total Dept Inventory Items	Total Historical Cost of Dept Inventory	No. of Items Unlocated First Year (M1)*	Historical Cost	M1 Cost Percentage	No. of Items Unlocated Second Year (M2)**	Historical Cost	M2 Cost Percentage	Total Number of Deficiencies ***	Number of Repeat Deficiencies
	SERVICE CENTERS										
0680	BERNICE JOHNSON STUDENT SVC CNTR	8	$ 28,171.63	0	$ -	0.00%	0	$ -	0.00%	0	0
0730	COACHMAN SERVICE CENTER	32	$ 61,734.49	0	$ -	0.00%	0	$ -	0.00%	1	1
7023	DISTRICT VIRTUAL SCHOOL	90	$ 55,327.64	0	$ -	0.00%	1	$ 503.28	0.91%	0	0
7121	ECKERD WILDERNESS CAMPS	10	$ 10,041.08	3	$ 2,931.23	29.19%	1	$ 759.00	7.56%	1	0
6660	FDLRS GULFCOAST	179	$ 217,886.79	0	$ -	0.00%	0	$ -	0.00%	0	
7080	HOSPITAL HOMEBOUND	325	$ 373,480.94	0	$ -	0.00%	0	$ -	0.00%	0	0
0060	LAKEVIEW ANNEX	1	$ 15,032.00	0	$ -	0.00%	0	$ -	0.00%	0	0
2320	MEADOWLAWN SERV CNTR	1	$ 12,929.00	0	$ -	0.00%	0	$ -	0.00%	0	0
2960	OLDSMAR SCHOOL SERV CNTR	3	$ 12,172.00	0	$ -	0.00%	0	$ -	0.00%	0	0
3070	OZONA SERVICE CENTER	9	$ 27,145.82	0	$ -	0.00%	0	$ -	0.00%	0	0
9082	PINELLAS ED FOUNDATION	33	$ 51,950.23	0	$ -	0.00%	0	$ -	0.00%	0	0
7051	PINELLAS TELESCHOOL	1	$ 2,649.00	0	$ -	0.00%	0	$ -	0.00%	0	0
5160	RECORDS MANAGEMENT	22	$ 78,595.27	0	$ -	0.00%	0	$ -	0.00%	0	0
6670	REGION 1 & 2 ESE	96	$ 95,149.93	0	$ -	0.00%	0	$ -	0.00%	1	1
6610	REGION 3 & 4 ESE	155	$ 173,497.11	0	$ -	0.00%	0	$ -	0.00%	0	0
6630	REGION 5 & 6 ESE	78	$ 88,511.28	1	$ 1,229.60	1.39%	1	$ 1,477.14	1.67%	2	1
0860	ROBINSON SCHOOL SERV CNTR	5	$ 12,835.55	0	$ -	0.00%	0	$ -	0.00%	0	0
2880	SECONDARY ANNEX	0	$ -	0	$ -	0.00%	0	$ -	0.00%	0	0
5330	TITLE I - PROJECT READ ESEA	586	$ 903,036.47	7	$ 5,629.67	0.62%	5	$ 5,165.36	0.57%	0	0
	BAYSIDE SERVICE CENTER										
7060	REGION 1	19	$ 25,809.57	0	$ -	0.00%	0	$ -	0.00%	1	0
7020	REGION 2	16	$ 19,694.51	0	$ -	0.00%	0	$ -	0.00%	0	0
7010	REGION 3	13	$ 17,721.80	0	$ -	0.00%	0	$ -	0.00%	1	0
7050	REGION 4	15	$ 19,167.80	0	$ -	0.00%	0	$ -	0.00%	0	0
7030	REGION 5	22	$ 31,957.64	0	$ -	0.00%	0	$ -	0.00%	0	0
7040	REGION 6	1	$ 1,761.99	0	$ -	0.00%	1	$ 1,761.99	100.00%	0	0
	TOTALS	1,720	$ 2,336,259.54	11	$ 9,790.50	0.42%	9	$ 9,666.77	0.41%	7	3

1 property refers to items unlocated for the first time this year. These items will be active for one more year.
2 property has been unlocated for two consecutive years and was retired as "missing" with Board approval in September 2012.
Deficiencies only include procedural comments, not missing equipment.

Attachment: Yearly Auditing Reports as of June 30 2012 (3934 : Audit Report of District's Property Inventory)

PINELLAS COUNTY SCHOOL DISTRICT
Operational Compliance Audit of Schools Payroll
Summary of Deficiencies for Fiscal Year 2011/2012

				Types of Deficiencies			
Cost Center	Cost Center Name	Total Deficiencies Per School OC/Payroll	Total Repeat Deficiencies OC/Payroll	Internal Controls	Attendance Records	Reporting Issues	E-Time / A-Time
1691	Gulfport El	**13**		4	4	2	3
0681	Paul B. Stephens ESE	**3**		1	2	0	0
3421	Pinellas Park High	**6**		3	3	0	0
3751	Sawgrass Lake El	**16**		6	9	0	1
4611	Tyrone Middle	**12**		5	2	3	2
Totals		**50**	**0**	**19**	**20**	**5**	**6**

Attachment: Yearly Auditing Reports as of June 30 2012 (3934 : Audit Report of District's Property Inventory)

PINELLAS COUNTY SCHOOL DISTRICT

Comprehensive Operational Compliance Audit of Schools Internal Funds

Summary of Deficiencies for Fiscal Year 2011/2012

				Types of Deficiencies				
Cost Center	**School Name**	Total Deficiencies Per School OC	Total Repeat Deficiencies OC	Internal Controls	Receipts & Deposits	Financial Reporting & Management	Purchasing & Expenditures	Extra Curricular & Fund Raising Activities
0371	Belleair EL	**10**		0	3	1	6	0
0481	Campbell Park EL	**17**		0	4	3	10	0
2961	Oldsmar El	**7**		0	2	1	4	0
3041	Osceola Middle	**23**		0	6	4	9	4
3391	Pinellas Park Middle	**17**	**5**	0	3	2	6	6
	Totals	**74**	**5**	**0**	**18**	**11**	**35**	**10**

PINELLAS COUNTY SCHOOL DISTRICT

Limited Scope Audit of Schools Internal Funds Expenditures

Summary of Deficiencies for Fiscal Year 2011/2012

Cost Center	School Name	Total Deficiencies Per School OC	Total Repeat Deficiencies OC	Purchasing & Expenditures
0051	Anona EL	**4**	**3**	4
0111	Azalea EL	**4**		4
0121	Azalea Middle	**3**		3
0151	Bauder EL	**1**	**1**	1
0161	Bay Point EL	**6**		6
0171	Bay Point Middle	**2**		2
0231	Bay Vista Fundamental EL	**7**	**4**	7
0251	Bayside High	**3**		3
0271	Bear Creek EL	**3**		3
0321	Belcher EL	**5**	**3**	5
0391	Blanton EL	**8**		8
0431	Boca Ciega High	**4**		4
0441	Brooker Creek EL	**9**		9
1801	Calvin Hunsinger ESE	**1**		1
0711	Clearwater High	**11**	**2**	11
0751	Countryside High	**6**		6
0811	Cross Bayou EL	**3**		3
0851	Curlew Creek EL	**5**		5
3131	Curtis Fundamental EL	**2**		2
1821	Doug Jamerson EL	**7**	**2**	7
1071	Dunedin EL	**0**		0
1081	Dunedin High	**1**		1
1091	Dunedin Highland Middle	**3**	**2**	3
6181	East Lake High	**5**	**2**	5
1131	Eisenhower EL	**6**		6
1211	Fairmount Park EL	**5**	**3**	5
1341	Frontier EL	**2**		2
1361	Fuguitt EL	**6**		6
1481	Garrison-Jones EL	**9**	**9**	9
1691	Gulfport EL	**6**		6
1811	High Point EL	**4**		4
1781	Highland Lakes EL	**0**		0
3761	James Sanderlin (K-8)	**1**		1
1261	John Sexton EL	**6**		6

Attachment: Yearly Auditing Reports as of June 30 2012 (3934 : Audit Report of District's Property Inventory)

PINELLAS COUNTY SCHOOL DISTRICT

Limited Scope Audit of Schools Internal Funds Expenditures

Summary of Deficiencies for Fiscal Year 2011/2012

Cost Center	School Name	Total Deficiencies Per School OC	Total Repeat Deficiencies OC	Purchasing & Expenditures
6281	Lake St. George EL	**4**		4
1961	Lakeview Fundamental EL	1	**1**	1
2031	Lakewood High	**7**	**2**	7
0141	Largo Middle	**4**		4
2141	Lealman Avenue EL	**4**		4
2151	Lealman Intermediate Middle	**2**		2
0991	Leila Davis EL	**7**	**4**	7
4351	Marj Rawlings EL	**1**		1
2281	Maximo EL	**4**	**3**	4
2321	Meadowlawn Middle	**9**		9
2371	Melrose EL	**4**	**3**	4
2431	Mildred Helms EL	**4**		4
1281	Morgan Fitzgerald Middle	**6**		6
2531	Mt. Vernon EL	**4**		4
4591	New Heights EL	**7**	**1**	7
2691	North Shore EL	**3**		3
2641	Northeast High	**4**		4
2791	Northwest EL	**4**		4
2861	Oak Grove Middle	**6**		6
2921	Oakhurst EL	**3**		3
3021	Orange Grove EL	**3**	**1**	3
3031	Osceola High	**9**		9
3071	Ozona EL	**6**	**5**	6
3191	Palm Harbor Middle	**2**	**2**	2
0681	Paul B. Stephens ESE	**2**		2
3281	Pasadena Fundamental EL	**7**	**4**	7
1471	Perkins EL	**0**		0
3391	Pinellas Park EL	**5**	**3**	5
3431	Plumb EL	**5**		5
3461	Ponce de Leon EL	**7**	**3**	7
4541	PTEC-Clearwater Campus	**5**		5
3801	PTEC-St. Pete. Campus	**2**		2
3231	Richard L. Sanders ESE	**3**		3
3511	Ridgecrest EL	**9**		9

Attachment: Yearly Auditing Reports as of June 30 2012 (3934 : Audit Report of District's Property Inventory)

PINELLAS COUNTY SCHOOL DISTRICT

Limited Scope Audit of Schools Internal Funds Expenditures

Summary of Deficiencies for Fiscal Year 2011/2012

Cost Center	School Name	Total Deficiencies Per School OC	Total Repeat Deficiencies OC	Purchasing & Expenditures
3731	Safety Harbor EL	**3**		3
3741	Safety Harbor Middle	**8**	**3**	8
3851	San Jose EL	**1**		1
3871	Sandy Lane EL	**8**		8
3751	Sawgrass Lake EL	**4**	**4**	4
3921	Seminole High	**1**		1
3931	Seminole Middle	**2**		2
3371	Seminole Vo Ed Ctr	**3**		3
3961	Seventy-Fourth Street EL	**2**		2
4021	Shore Acres EL	**5**	**2**	5
4121	Skycrest EL	**2**	**1**	2
4171	Skyview EL	**3**		3
6251	Southern Oak EL	**6**		6
3781	St. Petersburg High	**13**	**5**	13
4381	Sunset Hills EL	**8**	**4**	8
4661	Tarpon Springs Fund EL	**5**	**4**	5
4521	Tarpon Springs High	**4**		4
4611	Tyrone Middle	**3**		3
4771	Westgate EL	**3**	**2**	3
4931	Woodlawn EL	**6**		6
Totals		**391**	**88**	**391**

Attachment: Yearly Auditing Reports as of June 30 2012 (3934 : Audit Report of District's Property Inventory)

PINELLAS COUNTY SCHOOL DISTRICT

Financial Audit of Schools Internal Fund Accounts

Summary of Deficiencies for 2011/2012 Fiscal Year

				Types of Deficiencies			
Cost Center	**Schools**	Total Deficiencies Per School	Total Repeat Audit Deficiencies	Internal Control	Banking	Financial Reporting & Management	OSO
0051	Anona Elementary	**0**		0	0	0	0
0111	Azalea Elementary	**7**	**2**	**1**	**3**	**3**	0
0121	Azalea Middle	**0**		0	0	0	0
0131	Bardmoor Elementary	**3**		0	0	3	0
0151	Bauder Elementary	**0**		0	0	0	0
0161	Bay Point Elementary	**1**	**1**	0	0	**1**	0
0171	Bay Point Middle	**7**	**2**	0	**3**	**4**	0
0231	Bay Vista Fundamental	**2**	**2**	0	0	**2**	0
0251	Bayside High	**1**		0	0	**1**	0
0271	Bear Creek Elementary	**2**		0	0	**2**	0
0321	Belcher Elementary	**3**		0	0	**3**	0
0371	Belleair Elementary	**1**		0	0	**1**	0
0391	Blanton Elementary	**4**	**2**	**1**	0	**3**	0
0431	Boca Ciega High	**4**	**1**	0	0	**4**	0
0441	Brooker Creek Elementary	**6**	**4**	0	0	**6**	0
1801	Calvin Hunsinger ESE	**1**		0	0	**1**	0
0481	Campbell Park Elementary	**6**	**2**	0	**2**	**4**	0
5750	Career Technical & Adult Ed.	**0**		0	0	0	0
0712	Clearwater Adult	**0**		0	0	0	0
0731	Clearwater Fundamental Middle	**1**		0	0	**1**	0
0711	Clearwater High School	**2**		0	0	**2**	0
3341	Clearwater Intermediate Middle	**1**		0	0	**1**	0
0751	Countryside High School	**1**		0	0	**1**	0
0811	Cross Bayou Elementary	**0**		0	0	0	0
0851	Curlew Creek Elementary	**0**		0	0	0	0
3131	Curtis Fundamental Elementary	**2**	**1**	0	**1**	**1**	0
6261	Cypress Woods Elementary	**0**		0	0	0	0
1032	Dixie Hollins Adult	**1**	**1**	0	0	1	0
1031	Dixie Hollins High	**0**		0	0	0	0
1821	Douglas Jamerson Elementary	**2**	**1**	0	0	**2**	0
1071	Dunedin Elementary	**2**		0	0	**2**	0
1081	Dunedin High	**8**	**7**	0	0	**3**	**5**
4061	Dunedin Highland Middle	**1**		0	0	**1**	0

* OSO = Outside Support Organization, which include boosters and PTAs & PTSAs

Attachment: Yearly Auditing Reports as of June 30 2012 (3934 : Audit Report of District's Property Inventory)

PINELLAS COUNTY SCHOOL DISTRICT

Financial Audit of Schools Internal Fund Accounts

Summary of Deficiencies for 2011/2012 Fiscal Year

			Types of Deficiencies				
Cost Center	**Schools**	Total Deficiencies Per School	Total Repeat Audit Deficiencies	Internal Control	Banking	Financial Reporting & Management	OS
6181	East Lake High	**1**		0	0	**1**	
1131	Eisenhower Elementary	**3**	**2**	0	0	**3**	
1211	Fairmount Park Elementary	**4**		0	**1**	**1**	
1331	Forest Lakes Elementary	**0**		0	0	0	
1341	Frontier Elementary	**0**		0	0	0	
1361	Fuguitt Elementary	**0**		0	0	0	
1481	Garrison-Jones Elementary	**3**	**1**	0	0	**3**	
1531	Gibbs High	**0**		0	0	0	
1691	Gulfport Elementary	**5**		**1**	0	**4**	
6351	Gus A. Stavros Institute	**0**		0	0	0	
0981	Hamilton Disston ESE	**0**		0	0	0	
1811	High Point Elementary	**1**		0	0	**1**	
1781	Highland Lakes Elementary	**4**	**1**	0	0	**4**	
3761	James Sanderlin K-8	**3**	**1**	**1**	0	**2**	
0531	John Hopkins Middle	**3**		**2**	0	**1**	
1261	John M. Sexton Elementary	**9**	**2**	0	**3**	**6**	
3341	Joseph L. Carwise Middle	**1**		0	0	**1**	
6281	Lake St. George Elementary	**1**		**1**	0	0	
1961	Lakeview Fundamental Elementary	**6**	**3**	**1**	**1**	**4**	
2032	Lakewood Community	**2**	**1**	0	0	**2**	
2021	Lakewood Elementary	**3**	**1**	0	0	**3**	
2031	Lakewood High	**7**		**1**	**1**	**4**	
2081	Largo High	**2**		0	0	**2**	
0141	Largo Middle	**0**		0	0	0	
2141	Lealman Avenue Elementary	**5**	**1**	0	0	**4**	
2151	Lealman Intermediate Middle	**2**	**1**	**1**	0	**1**	
0991	Leila G. Davis Elementary	**5**	**2**	0	**1**	**4**	
1421	Lynch Elementary	**0**		0	0	0	
2261	Madeira Beach Fund. K-8	**4**	**1**	0	0	**4**	
4351	Marjorie K. Rawlings Elementary	**0**		0	0	0	
2281	Maximo Elementary	**1**	**1**	0	0	**1**	
2301	McMullen-Booth Elementary	**4**	**1**	0	0	**4**	
2321	Meadowlawn Middle	**3**	**2**	**1**	0	**2**	
2371	Melrose Elementary	**0**		0	0	0	
2413	Mildred Helms Elementary	**3**	**2**	0	0	**3**	
1281	Morgan Fitzgerald Middle	**1**		**1**	0	0	
2531	Mount Vernon Elementary	**2**	**1**	**1**	0	**1**	

Attachment: Yearly Auditing Reports as of June 30 2012 (3934 : Audit Report of District's Property Inventory)

* OSO = Outside Support Organization, which include boosters and PTAs & PTSAs

PINELLAS COUNTY SCHOOL DISTRICT

Financial Audit of Schools Internal Fund Accounts

Summary of Deficiencies for 2011/2012 Fiscal Year

				Types of Deficiencies			
Cost Center	**Schools**	Total Deficiencies Per School	Total Repeat Audit Deficiencies	Internal Control	Banking	Financial Reporting & Management	OS
4591	New Heights Elementary	**2**	**1**	0	0	**2**	0
2581	Nina Harris ESE	**0**		0	0	0	0
2691	North Shore Elementary	**1**		**1**	0	0	0
2642	Northeast Community	**1**		0	0	**1**	0
2641	Northeast High	**3**		0	0	**3**	0
2791	Northwest Elementary	**2**		0	0	**2**	0
2861	Oak Grove Middle	**6**		0	0	**6**	0
2921	Oakhurst Elementary	**1**		**1**	0	0	0
2961	Oldsmar Elementary	**0**		0	0	0	0
3021	Orange Grove Elementary	**0**		0	0	0	0
3031	Osceola Fundamental High	**2**	**1**	0	0	**2**	0
3041	Osceola Middle	**2**		0	0	**2**	0
3071	Ozona Elementary	**1**		0	0	**1**	0
4682	Palm Harbor Community	**1**		0	0	**1**	0
3191	Palm Harbor Middle	**2**		0	0	**2**	0
4681	Palm Harbor University High	**0**		0	0	0	0
3281	Pasadena Fundamental Elementary	**1**		0	0	**1**	0
0681	Paul B. Stephens ESE	**0**		0	0	0	0
1471	Perkins Elementary	**0**		0	0	0	0
3361	Pinellas Central Elementary	**2**		**1**	0	**1**	0
3391	Pinellas Park Elementary	**0**		0	0	0	0
3421	Pinellas Park High	**1**		0	0	0	1
3411	Pinellas Park Middle	**4**	**3**	**1**	**2**	**1**	0
7091	Pinellas Secondary	**2**		0	0	**2**	0
3431	Plumb Elementary	**0**		0	0	0	0
3451	Ponce de Leon Elementary	**6**	**1**	**1**	**2**	**3**	0
4541	PTEC Clearwater	**0**		0	0	0	0
3801	PTEC St Petersburg	**1**		0	0	**1**	0
3231	Richard L. Sanders ESE	**2**	**1**	**1**	0	**1**	0
3511	Ridgecrest Elementary	**3**		0	0	**3**	0

* OSO = Outside Support Organization, which include boosters and PTAs & PTSAs

Attachment: Yearly Auditing Reports as of June 30 2012 (3934 : Audit Report of District's Property Inventory)

PINELLAS COUNTY SCHOOL DISTRICT

Financial Audit of Schools Internal Fund Accounts

Summary of Deficiencies for Fiscal Year 2011/2012

		Types of Deficiencies					
Cost Center	**Schools**	Total Deficiencies Per School	Total Repeat Audit Deficiencies	Internal Control	Banking	Financial Reporting & Management	OSO*
3731	Safety Harbor Elementary	**2**		0	0	**2**	0
3741	Safety Harbor Middle	**4**	**2**	**1**	0	**3**	0
3851	San Jose' Elementary	**4**	**2**	0	0	**4**	0
3871	Sandy Lane Elementary	**2**		0	0	**2**	0
3751	Sawgrass Lake Elementary	**2**	**1**	0	0	**2**	0
3911	Seminole Elementary	**1**	**1**	0	0	**1**	0
3921	Seminole High	**0**		0	0	0	0
3931	Seminole Middle	**6**	**2**	0	**2**	**4**	0
3371	Seminole Vocational Ed	**1**		0	0	**1**	0
3961	Seventy-Fourth Street Elementary	**0**		0	0	0	0
4021	Shore Acres Elementary	**2**	**1**	0	**1**	**1**	0
4121	Skycrest Elementary	**4**	**3**	0	**2**	**2**	0
4171	Skyview Elementary	**0**		0	0	0	0
6251	Southern Oak Elementary	**3**		**1**	0	**2**	0
3781	St. Petersburg High	**12**	**5**	**2**	**2**	**8**	0
4331	Starkey Elementary	**7**	**2**	0	**5**	**2**	0
4381	Sunset Hills Elementary	**3**	**1**	0	0	**3**	0
6271	Sutherland Elementary	**3**		0	**1**	**2**	0
4491	Tarpon Springs Elementary	**2**		0	0	**2**	0
4661	Tarpon Springs Fundamental Elementary	**1**		0	0	**1**	0
4521	Tarpon Springs High	**7**	**1**	0	0	**1**	**6**
4581	Tarpon Springs Middle	**2**	**1**	0	0	**2**	0
6151	Thurgood Marshall Fundamental Middle	**0**		0	0	0	0
2471	Tomlinson Adult	**2**	**1**	0	**1**	**1**	0
4611	Tyrone Middle	**4**	**2**	0	0	**1**	**3**
4701	Walsingham Elementary	**1**		0	0	**1**	0
4771	Westgate Elementary	**1**		0	**1**	0	0
4931	Woodlawn Elementary	**1**		**1**	0	0	0
Totals Deficiencies		**280**	**82**	**24**	**35**	**202**	**19**

* OSO = Outside Support Organization, which include boosters and PTAs & PTSAs

Attachment: Yearly Auditing Reports as of June 30 2012 (3934 : Audit Report of District's Property Inventory)

PINELLAS COUNTY SCHOOLS
FINANCIAL STATEMENTS
JUNE 30, 2012

SCHOOL NAME	Athletics	Music	Classes	Clubs	Departments	Trusts	General	Total	School District Trust	Principal's Monthly Total
Adult & Vocational Schools										
CLEARWATER ADULT ED CTR	0.00	0.00	0.00	0.00	809.78	0.00	12,235.98	13,045.76	0.00	13,045.76
DIXIE HOLLINS ADULT ED CTR	0.00	0.00	0.00	0.00	0.00	3,175.87	869.32	4,045.19	7,794.00	11,839.19
LAKEWOOD COMMUNITY	0.00		0.00	0.00	0.00	0.00	1,427.40	1,427.40	0.00	1,427.40
NORTHEAST COMMUNITY	0.00	0.00	0.00	0.00	0.00	26.00	438.04	464.04	1,617.60	2,081.64
PALM HARBOR COMMUNITY	0.00	0.00	0.00	0.00	0.00	580.00	2,390.21	2,970.21	2,228.00	5,198.21
PTEC/CLEARWATER*	0.00	0.00	9,574.46	23,279.77	312,232.00	137,184.61	128,239.41	610,510.25	72,212.06	682,723.32
PTEC/ST PETERSBURG**	0.00	0.00	3,751.63	31,207.59	355,513.64	79,898.61	128,771.22	599,142.69	-3,457.99	595,652.20
TOMLINSON ADULT LEARNING CTR	0.00	0.00	0.00	0.00	805.79	5,774.87	9,386.98	15,967.64	7,063.67	23,031.31
WORKFORCE DEVELOPMENT	0.00	0.00	1,524.65	0.00	8,304.92	0.00	37,265.91	47,095.48	4,027.82	51,123.30
High Schools										
BAYSIDE HIGH SCHOOL	0.00	0.00	1,204.21	66.19	2,677.03	535.67	12,375.27	16,858.37	0.00	16,858.37
BOCA CIEGA HIGH	20,673.73	916.94	2,051.29	19,732.83	22,235.31	7,859.73	30,124.53	103,594.36	0.00	103,594.36
CLEARWATER HIGH	8,034.08	7,857.16	11,260.56	23,600.32	31,298.60	18,449.94	13,795.59	114,296.25	34,266.06	148,562.31
COUNTRYSIDE HIGH	8,246.92	1,116.53	3,678.05	8,450.69	22,402.62	50,026.92	31,959.93	125,881.66	0.00	125,881.66
DIXIE HOLLINS HIGH	19,006.68	2,798.19	8,739.46	19,312.70	17,531.54	21,974.02	46,677.65	136,040.24	262.55	136,302.79
DUNEDIN HIGH	11,292.66	26,506.40	29,444.56	12,644.22	45,551.18	16,162.25	24,481.65	166,082.92	2,500.00	168,582.92
EAST LAKE HIGH	15,462.44	10,123.56	21,171.36	50,913.23	23,653.32	31,796.83	72,351.44	225,472.18	60.00	225,532.18
GIBBS HIGH	3,646.66	32,328.50	9,574.61	18,427.16	53,964.78	10,717.97	13,580.03	142,239.71	249.92	142,489.63
LAKEWOOD HIGH	16,719.66	3,216.03	14,655.11	42,393.37	36,770.48	26,956.33	8,193.48	148,904.46	237.12	149,141.58
LARGO HIGH	8,882.08	5,712.87	9,975.67	8,277.53	38,093.57	15,776.11	61,896.87	148,614.70	0.00	148,614.70
NORTHEAST HIGH	13,681.29	1,376.34	15,781.34	15,722.23	71,819.40	76,133.99	83,271.18	277,785.77	1,313.19	279,098.96
OSCEOLA HIGH	44,816.45	2,696.07	28,045.05	24,659.27	116,670.47	16,361.55	38,547.27	271,796.13	5.00	271,801.13
PALM HARBOR UNIVERSITY HIGH	25,415.97	4,505.56	13,156.84	44,623.65	46,757.55	52,902.02	54,198.02	241,559.61	177.95	241,737.56
PINELLAS PARK HIGH	26,725.07	1,416.81	10,233.55	24,378.02	41,016.15	27,793.93	70,878.39	202,441.92	0.00	202,441.92
SEMINOLE HIGH	43,549.91	36,269.31	19,180.58	32,952.43	55,987.69	39,335.04	234,638.55	461,913.51	2,652.04	464,565.55
SEMINOLE VOCATIONAL ED CTR	0.00	0.00	0.00	8,118.70	16,616.60	3,494.47	3,780.31	32,010.08	0.00	32,010.08
ST PETERSBURG HIGH	31,690.23	3,949.06	10,467.13	49,638.82	66,997.38	22,323.61	51,949.89	237,016.12	0.00	237,016.12
TARPON SPRINGS HIGH	14,583.54	12,345.39	23,706.08	20,700.65	51,684.57	26,458.92	68,661.78	218,140.93	0.00	218,140.93

Attachment: Yearly Auditing Reports as of June 30 2012 (3934 : Audit Report of District's Property Inventory)

PINELLAS COUNTY SCHOOLS
FINANCIAL STATEMENTS
JUNE 30, 2012

SCHOOL NAME	Athletics	Music	Classes	Clubs	Departments	Trusts	General	Total	School District Trust	Principal's Monthly Total
Middle Schools										
AZALEA MIDDLE	2,235.87	2,579.96	76.77	829.87	3,322.51	14,419.03	6,441.49	29,905.50	2.03	29,907.53
BAY POINT MIDDLE	213.63	596.40	4,481.60	4,538.09	5,138.81	20,398.21	6,037.86	41,404.60	0.00	41,404.60
CLEARWATER INTERMEDIATE	0.00	169.21	128.47	201.75	290.52	3,146.71	3,171.64	7,108.30	0.00	7,108.30
CLEARWATER FUND. MIDDLE	0.00	16,002.87	600.19	10,380.57	16,047.93	51,210.27	14,407.13	108,648.96	0.00	108,648.96
DUNEDIN HIGHLAND MIDDLE	1,359.99	10,824.70	276.43	2,411.36	18,235.14	28,392.70	14,318.59	75,818.91	0.00	75,818.91
JOHN HOPKINS	984.72	1,770.44	0.00	1,765.55	9,485.12	8,722.49	9,026.26	31,754.58	315.00	32,069.58
JOSEPH L. CARWISE MIDDLE	692.05	8,651.16	0.00	7,445.28	17,258.66	13,749.56	14,658.49	62,455.20	0.00	62,455.20
LARGO MIDDLE	3,219.40	4,677.22	5,999.82	1,268.97	14,547.01	6,529.21	9,065.40	45,307.03	0.00	45,307.03
LEALMAN INTERMEDIATE	0.00	0.00	267.35	1,079.85	3,973.25	3,083.21	7,998.75	16,402.41	0.00	16,402.41
MEADOWLAWN MIDDLE	1,393.42	11,162.39	14.97	8,007.48	7,841.47	18,790.36	24,285.11	71,495.20	0.00	71,495.20
MORGAN E. FITZGERALD MIDDLE	122.22	19,309.33	0.00	2,461.72	8,629.93	4,940.92	6,518.55	41,982.67	0.00	41,982.67
OAK GROVE MIDDLE	228.41	6,270.24	3.46	3,390.05	15,927.08	21,570.00	8,423.35	55,812.59	42.75	55,855.34
OSCEOLA MIDDLE	301.16	3,743.57	0.00	2,729.54	5,741.52	11,661.31	6,328.82	30,505.92	0.00	30,505.92
PALM HARBOR MIDDLE	2,429.38	3,264.17	0.00	9,329.43	17,251.91	21,634.60	35,572.28	89,481.77	0.00	89,481.77
PINELLAS PARK MIDDLE	429.01	204.90	0.00	1,523.82	2,962.87	9,227.06	3,324.88	17,672.54	0.00	17,672.54
SAFETY HARBOR MIDDLE	3,168.38	15,409.16	0.00	2,753.17	6,653.67	31,435.19	33,013.80	92,433.37	0.00	92,433.37
SEMINOLE MIDDLE	3,144.46	14,351.38	0.00	1,608.07	12,624.73	11,060.86	32,980.47	75,769.97	0.00	75,769.97
TARPON SPRINGS MIDDLE	1,657.38	5,158.36	1,245.00	3,350.62	9,822.93	14,476.21	22,965.69	58,676.19	0.00	58,676.19
THURGOOD MARSHALL FUND. MIDDLE	4.56	9,628.00	422.35	1,697.91	14,763.77	9,387.78	8,848.46	44,752.83	0.00	44,752.83
TYRONE MIDDLE	262.75	612.73	625.10	205.69	3,286.60	13,587.32	2,559.05	21,139.24	230.83	21,370.07
ESE and Multi-Grade Level Centers										
CALVIN A. HUNSINGER	0.00	0	0	30.29	2419.36	5613.11	4334.18	12,396.94	0	12,396.94
GUS A. STAVROS	0.00	0	0	0	26455.05	101.87	21071.12	47,628.04	0	47,628.04
HAMILTON DISSTON	0.00	0.00	0.00	0.00	873.62	776.25	1,979.08	3,628.95	0.00	3,628.95
JAMES B. SANDERLIN K-8	0.00	2,615.67	17.14	1,232.94	0.00	5,858.78	3,706.32	13,430.85	0.00	13,430.85
MADEIRA BEACH FUND. K-8	-1,193.45	8,259.23	472.26	2,939.30	26,919.39	42,476.25	18,951.94	98,824.92	0.00	98,824.92
NINA HARRIS ESE CENTER	0.00	0.00	0.00	301.63	4,567.50	16,059.96	14,833.89	35,762.98	9.30	35,772.28
PINELLAS SECONDARY	0.00	0.00	0.00	484.35	96.29	8,981.42	28,306.76	37,868.82	0.00	37,868.82
PAUL B. STEPHENS ESE CENTER	0.00	155.05	36.00	0.00	2,770.61	22,064.91	14,613.90	39,640.47	0.00	39,640.47
RICHARD L. SANDERS ESE CTR	0.00	0.00	0.00	16.00	1,965.93	1,565.13	564.10	4,111.16	0.00	4,111.16

PINELLAS COUNTY SCHOOLS
FINANCIAL STATEMENTS
JUNE 30, 2012

SCHOOL NAME	Athletics	Music	Classes	Clubs	Departments	Trusts	General	Total	School District Trust	Principal's Monthly Total
Elementary Schools										
ANONA ELEMENTARY	0.00	4.00	0.00	82.85	2,911.79	8,686.51	17,885.27	29,570.42	0.00	29,570.42
AZALEA ELEMENTARY	0.00	167.41	0.00	33.01	2,793.42	4,536.46	6,684.65	14,214.95	0.00	14,214.95
BARDMOOR ELEMENTARY	0.00	0.00	164.38	643.32	888.22	7,336.83	13,923.78	22,956.53	10.00	22,966.53
BAUDER ELEMENTARY	0.00	277.38	15.09	931.07	762.45	33,138.57	19,122.57	54,247.13	0.00	54,247.13
BAY POINT ELEMENTARY	0.00	263.00	78.44	218.00	6,966.50	8,351.45	47,191.76	63,069.15	170.00	63,239.15
BAY VISTA FUND. ELEMENTARY	0.00	472.70	161.86	828.64	2,380.18	14,825.09	7,922.63	26,591.10	0.00	26,591.10
BEAR CREEK ELEMENTARY	0.00	16.62	153.34	181.62	830.54	3,250.61	7,274.81	11,707.54	0.00	11,707.54
BELCHER ELEMENTARY	0.00	294.63	0.00	8.00	3,978.23	11,562.42	9,064.91	24,908.19	0.00	24,908.19
BELLEAIR ELEMENTARY	0.00	0.00	0.00	0.00	280.72	10,403.76	12,969.44	23,653.92	16.95	23,670.87
BLANTON ELEMENTARY	0.00	1,968.19	0.00	92.85	458.74	9,069.24	6,285.66	17,874.68	23.00	17,897.68
BROOKER CREEK ELEMENTARY	0.00	32.77	0.00	0.00	6,512.58	15,660.91	37,261.12	59,467.38	84.38	59,551.76
CAMPBELL PARK ELEMENTARY	0.00	7.54	302.66	186.30	39.36	2,535.31	3,485.50	6,556.67	0.00	6,556.67
CROSS BAYOU ELEMENTARY	0.00	17.60	3.46	0.00	2,849.97	7,590.43	5,257.52	15,718.98	0.30	15,719.28
CURLEW CREEK ELEMENTARY	0.00	3,267.96	0.00	9.43	4,992.04	11,205.75	2,667.31	22,142.49	340.00	22,482.49
CURTIS FUND. ELEMENTARY	0.00	0.00	0.00	0.00	5,606.76	6,148.87	15,652.80	27,408.43	10.00	27,418.43
CYPRESS WOODS ELEMENTARY	0.00	3,026.75	0.00	140.43	5,282.69	33,563.87	23,231.49	65,245.23	0.00	65,245.23
DOUGLAS L. JAMERSON EL	0.00	1,364.41	2,898.21	2,349.04	90.04	22,112.95	7,831.69	36,646.34	0.00	36,646.34
DUNEDIN ELEMENTARY	0.00	0.00	445.53	0.00	970.88	6,611.11	18,063.00	26,090.52	0.00	26,090.52
EISENHOWER ELEMENTARY	0.00	0.00	0.00	0.00	3,887.45	3,966.04	9,482.15	17,335.64	0.00	17,335.64
FAIRMOUNT PARK ELEMENTARY	0.00	0.00	380.82	248.61	152.02	2,167.66	2,556.75	5,505.86	0.00	5,505.86
FOREST LAKES ELEMENTARY	0.00	150.98	0.00	776.67	5,218.17	16,307.01	5,771.88	28,224.71	0.00	28,224.71
FRONTIER ELEMENTARY	0.00	0.00	3,087.32	129.79	6,994.97	20,705.25	8,511.92	39,429.25	0.00	39,429.25
FUGUITT ELEMENTARY	0.00	72.00	59.47	210.02	3,040.23	8,477.22	8,312.04	20,170.98	0.00	20,170.98
GARRISON-JONES ELEMENTARY	0.00	3,361.14	220.16	2,638.63	230.93	23,296.07	7,460.68	37,207.61	0.72	37,208.33
GULFPORT ELEMENTARY	0.00	0.00	0.00	0.00	2,055.10	5,226.81	11,221.43	18,503.34	385.00	18,888.34
HIGH POINT ELEMENTARY	0.00	0.00	0.00	165.90	2,231.51	8,857.51	6,179.64	17,434.56	6.00	17,440.56
HIGHLAND LAKES ELEMENTARY	0.00	0.00	39.12	0.00	2,246.53	4,539.58	11,690.18	18,515.41	1.00	18,516.41
JOHN M. SEXTON ELEMENTARY	0.00	199.59	472.64	571.57	3,533.61	8,965.59	4,127.57	17,870.57	0.00	17,870.57
LAKE ST. GEORGE ELEMENTARY	0.00	2,349.34	493.09	165.35	5,631.42	13,167.03	2,753.31	24,559.54	6.00	24,565.54
LAKEVIEW FUNDAMENTAL ELEM	0.00	76.76	0.00	2,149.30	4,406.12	5,831.58	14,583.04	27,046.80	0.00	27,046.80
LAKEWOOD ELEMENTARY	0.00	2,158.47	0.00	60.00	4,171.23	3,164.72	5,434.38	14,988.80	0.00	14,988.80

SCHOOL NAME	Athletics	Music	Classes	Clubs	Departments	Trusts	General	Total	School District Trust	Principal's Monthly Total
Elementary Schools Continued										
LEALMAN AVE ELEMENTARY	0.00	117.04	365.51	0.46	3,596.85	4,840.69	8,505.21	17,425.76	0.00	17,425.76
LEILA G. DAVIS ELEMENTARY	0.00	271.07	496.74	266.22	11,794.08	20,658.54	4,417.83	37,904.48	1,385.01	39,289.49
LYNCH ELEMENTARY	0.00	471.35	0.00	0.00	2,572.30	2,011.28	46,266.87	51,321.80	0.00	51,321.80
MARJORIE K. RAWLINGS ELEM	0.00	0.00	1,027.99	0.00	3,335.56	9,327.82	8,530.50	22,221.87	0.00	22,221.87
MAXIMO ELEMENTARY	0.00	1,038.54	0.00	78.30	2,888.75	6,472.28	7,940.48	18,418.35	0.00	18,418.35
MCMULLEN-BOOTH ELEMENTARY	0.00	0.00	6,347.21	601.98	6,770.37	11,076.66	8,802.77	33,598.99	0.00	33,598.99
MELROSE ELEMENTARY	0.00	0.00	0.00	0.00	2,159.87	5,090.54	3,844.57	11,094.98	0.00	11,094.98
MILDRED HELMS ELEMENTARY	0.00	400.54	0.00	0.00	4,617.28	6,630.26	21,408.55	33,056.63	0.00	33,056.63
MOUNT VERNON ELEMENTARY	0.00	118.22	1,190.15	399.02	2,245.79	11,390.03	18,368.35	33,711.56	320.00	34,031.56
NEW HEIGHTS ELEMENTARY	0.00	971.00	63.89	1.24	3,902.07	3,697.67	4,310.53	12,946.40	0.00	12,946.40
NORTH SHORE ELEMENTARY	0.00	64.01	613.06	0.00	6,815.69	4,853.02	4,776.00	17,121.78	0.00	17,121.78
NORTHWEST ELEMENTARY	0.00	31.71	0.10	0.00	3,627.23	2,407.65	7,211.21	13,277.90	28.00	13,305.90
OAKHURST ELEMENTARY	0.00	1,993.11	0.00	128.66	3,459.62	16,970.18	10,414.81	32,966.38	0.00	32,966.38
OLDSMAR ELEMENTARY	0.00	0.00	1,331.22	4.29	4,635.67	17,856.09	17,733.69	41,560.96	0.00	41,560.96
ORANGE GROVE ELEMENTARY	0.00	485.02	0.00	0.00	678.28	13,759.92	13,055.16	27,978.38	0.00	27,978.38
OZONA ELEMENTARY	0.00	0.00	145.53	637.53	8,311.47	42,423.85	15,173.00	66,691.38	0.00	66,691.38
PASADENA FUND. ELEM	0.00	437.91	332.95	0.00	2,713.63	13,547.03	12,900.49	29,932.01	0.00	29,932.01
PERKINS ELEMENTARY	0.00	5,696.45	0.00	161.08	2,154.31	6,945.93	14,083.66	29,041.43	0.00	29,041.43
PINELLAS CENTRAL ELEMENTARY	0.00	0.00	0.00	1,212.39	31.76	9,072.30	8,976.69	19,293.14	0.00	19,293.14
PINELLAS PARK ELEMENTARY	0.00	9.00	12.00	79.58	3,976.25	7,348.13	4,796.31	16,221.27	0.00	16,221.27
PLUMB ELEMENTARY	0.00	0.00	321.71	2.19	5,928.21	18,889.80	11,399.56	36,541.47	0.00	36,541.47
PONCE DE LEON ELEMENTARY	0.00	0.00	1,156.43	0.00	3,234.99	19,318.17	5,836.65	29,546.24	0.00	29,546.24
RIDGECREST ELEMENTARY	0.00	345.94	0.00	1,204.26	19,888.97	12,821.01	8,880.61	43,140.79	0.00	43,140.79
SAFETY HARBOR ELEMENTARY	0.00	43.07	1,433.08	1,246.71	2,680.01	18,849.94	14,420.48	38,673.29	0.00	38,673.29
SAN JOSE ELEMENTARY	0.00	64.36	0.00	539.72	1,236.71	3,445.27	1,743.95	7,030.01	0.00	7,030.01
SANDY LANE ELEMENTARY	0.00	0.00	12.25	118.97	1,042.57	6,503.32	15,009.95	22,687.06	0.00	22,687.06
SAWGRASS LAKE ELEMENTARY	0.00	26.50	1.63	0.00	6,367.06	2,119.02	15,461.68	23,975.89	0.00	23,975.89
SEMINOLE ELEMENTARY	0.00	41.13	0.00	1,186.52	27,196.83	7,163.02	13,978.53	49,566.03	0.00	49,566.03
SEVENTY-FOURTH ST ELEMENTARY	0.00	401.82	0.00	40.00	2,652.49	8,028.32	11,686.26	22,808.89	0.00	22,808.89
SHORE ACRES ELEMENTARY	0.00	0.00	21.97	0.00	3,681.75	4,157.64	3,931.90	11,793.26	0.00	11,793.26
SKYCREST ELEMENTARY	0.00	3,248.25	4.25	1,975.77	3,038.63	3,725.73	4,862.47	16,855.10	0.00	16,855.10

PINELLAS COUNTY SCHOOLS
FINANCIAL STATEMENTS
JUNE 30, 2012

SCHOOL NAME	Athletics	Music	Classes	Clubs	Departments	Trusts	General	Total	School District Trust	Principal's Monthly Total
SKYVIEW ELEMENTARY	0.00	3.87	12.43	313.71	915.11	3,912.65	14,908.63	20,066.40	0.00	20,066.40
SOUTHERN OAK ELEMENTARY	0.00	0.00	0.00	0.00	2,731.97	1,986.31	9,169.76	13,888.04	0.00	13,888.04
STARKEY ELEMENTARY	0.00	256.67	32.05	118.15	7,698.97	7,792.72	20,483.31	36,381.87	0.00	36,381.87
SUNSET HILLS ELEMENTARY	0.00	0.00	0.00	0.00	2.96	11,699.62	5,979.32	17,681.90	1,110.00	18,791.90
SUTHERLAND ELEMENTARY	0.00	8.95	1,273.00	6,170.33	5,343.27	18,973.47	13,417.91	45,186.93	0.00	45,186.93
TARPON SPRINGS ELEMENTARY	0.00	768.09	85.54	346.60	11,159.96	17,059.06	8,542.04	37,961.29	18.91	37,980.20
TARPON SPRINGS FUND ELEMENTARY	0.00	0.00	0.00	1,795.72	3,871.40	8,827.88	3,904.97	18,399.97	0.00	18,399.97
WALSINGHAM ELEMENTARY	0.00	0.00	27.40	21.95	163.84	2,717.65	7,786.44	10,717.28	0.00	10,717.28
WESTGATE ELEMENTARY	0.00	0.00	0.00	0.00	0.00	2,729.04	19,047.81	21,776.85	0.00	21,776.85
WOODLAWN ELEMENTARY	0.00	0.00	33.54	123.69	505.01	1,323.55	16,259.77	18,245.56	0.00	18,245.56
TOTAL	333,080.71	335,413.72	287,160.32	582,678.11	1,981,289.49	1,852,305.21	2,448,783.22	7,820,710.77	137,724.17	7,958,403.45

* PTEC/Clearwater/Account Receivable amount of $1.01 is incorported in the total.

* *PTEC/St. Petersburg/Account Receivable amount of $-32.50 is incorported in the total.

04/09/13 10:30 AM
Regular School Board Meeting
301 Fourth Street SW
Largo, FL 33770

Pinellas County Schools

ADOPTED

REQUEST FOR APPROVAL (ID # 3931)

April 9, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval of the Annual Agreements for Advancement Via Individual Determination (AVID) Program Licensure, Materials, and Professional Development

BACKGROUND:
Secondary students in the academic middle enrolled at the 35 schools will be provided the opportunity, through AVID, to take a more rigorous level of coursework and be supported in that coursework via a well trained staff and the AVID elective teacher. We also have five elementary schools, benefiting all 4th and 5th graders at those schools. This agreement allows participating schools to utilize all of AVID's online and personnel resources to provide the necessary curriculum and support to these identified students as well as the school as a whole. Participating schools will also receive an annual subscription to the AVID Weekly publication to support reading across the curriculum aligned to the Common Core State Standards. Following successful participation in the AVID program, students will be capable of attending a two or four year college or university with a high level of success.

STRATEGIC DIRECTION: Student Services … Student Success

ALTERNATIVES:
1. Approve the agreements.
2. Do not approve the agreements.

RECOMMENDATION:
Alternative #1 is recommended.

RATIONALE:
These agreements provide 40 district AVID schools with the site license, copyrighted materials, summer training, and electronic support of the AVID Center for the 2013-2014 school year. Lodging will also be provided for staff from 5 second year AVID schools and 9 year three or beyond schools to attend a three day AVID Summer Institute conference in Orlando, Florida. AVID is an integral part of the district's school improvement efforts and the Bradley Memorandum of Understanding to increase the participation and success of underrepresented student populations, in rigorous accelerated courses leading to improved high school grades under the state accountability system.

IMPACT STATEMENT:
The total impact of these agreements is $129,242.00. AVID program costs are paid from State Categorical Supplemental FTE generated by Advanced Placement Exam scores of three and above.

DATA SOURCE:
Y'Desha Alsup, AVID District Director
Judith Vigue, Director, Advanced Studies and Academic Excellence
David Koperski, School Board Attorney

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

ATTACHMENTS:

- AVID Implementation Agreement 2013 (PDF)
- AVID Attachment A (PDF)
- AVID Attachment B (PDF)

AVID® IMPLEMENTATION AGREEMENT

This AVID Implementation Agreement ("Agreement") for AVID membership, materials, and training is entered into by and between the AVID Center, a California non-profit corporation ("AVID Center") and the school system named in Attachment A ("School System").

Article I. AVID Membership Benefits

1.1 AVID Mission and Purpose:

AVID's mission is to close the achievement gap by preparing all students for college readiness and success in a global society.

AVID Center is a non-profit corporation formed to strengthen and support the AVID community through: a focus on service to schools to ensure the quality implementation of the AVID College Readiness System; national leadership in education; and innovation through current research.

1.2 AVID Membership:

"AVID Members" or "AVID Member School Sites" are those School Sites listed in Attachment A as implementing one or more AVID programs—Elementary and/or Secondary—and with a Site Status of either "New" or "Existing". Annual membership runs concurrently with the Term of this Agreement. Sites listed in Attachment A as "planning" are not considered AVID Members and are not eligible for membership.

1.3 AVID College Readiness System and Materials:

School System is entitled to implement the applicable AVID program(s) only at the AVID Member School Sites listed in Attachment A, and to use the licensed AVID trademarks, libraries, and student materials for the AVID Member School Sites' AVID College Readiness System pursuant to the provisions of this Agreement.

Sections with "Secondary" or "District Director" in the header title herein will only apply if Secondary is listed in any AVID Member School Site's Program Name on Attachment A. Sections with "Elementary" or "Elementary Liaison" in the header title herein will only apply if Elementary is listed in any AVID Member School Site's Program Name on Attachment A.

Attachment: AVID Implementation Agreement 2013 (3931 : Request Approval of the Annual Agreements for Advancement Via Individual

1.4 AVID Center Support for Secondary:

AVID Center agrees to provide support to School System for its Secondary AVID Member School Sites through the District Director and in conjunction with AVID Center's national and/or divisional offices. Membership for School System and Member School Sites implementing the Secondary Program includes support from AVID Center's national and/or divisional offices in the following ways:

- access to training for the AVID site team(s) and AVID elective teacher(s) through AVID Summer Institute;
- access to training for the District Director through the two-year AVID District Leadership Training (ADL), divisional/state meetings and Summer Institute;
- access to other quality continuing professional learning trainings or services such as AVID Path Trainings, AVID Weekly, AVID Test Prep, and others;
- coordination with School System's District Director to collect, report, and analyze data from School System and Member School Sites;
- review the quality of implementation through the Certification process;
- access to ongoing AVID College Readiness System development through various divisional workshops and online offerings;
- permission to use the AVID Trademarks as described in Section 4.2 below;
- electronic newsletters and access to the resources available through the password-protected MyAVID area of AVID Center's website;
- an AVID yearbook and ACCESS academic journals for School System and each Member School Site listed in Attachment A as implementing the Secondary Program; and
- assistance in disseminating information about AVID to potential new AVID middle school and high school sites within School System.

1.4a AVID Center Support for AVID Elementary:

AVID Center agrees to provide support to School System for its Elementary AVID Member School Sites through the Elementary Liaison and in conjunction with AVID Center national and/or divisional offices. AVID Elementary support includes:

- access to training for the AVID Elementary site team(s) through AVID Summer Institute;
- access to training for the AVID Elementary Liaison at AVID Summer Institute and through the two-year AVID Elementary Leadership Training;
- coaching and implementation guidance during coaching visits;
- AVID Center technical assistance for the Elementary Liaison;
- coordination with School System's Elementary Liaison to collect, report, and analyze data from Member School Sites;
- permission to use the AVID Trademarks as described in Section 4.2 below;
- Elementary AVID Weekly membership, an AVID yearbook, and ACCESS academic journals for each Member School Site listed in Attachment A as implementing the Elementary program; and
- assistance in disseminating information about AVID to potential new AVID Elementary sites within School System.

Attachment: AVID Implementation Agreement 2013 (3931 : Request Approval of the Annual Agreements for Advancement Via Individual

1.5 AVID Reports:

AVID Center agrees to provide School System with reports on AVID data collected in School System.

1.6 AVID Summer Institute:

AVID Center agrees to provide School System and its listed AVID Member School Sites access to AVID Summer Institute. School System and its listed AVID Member School Sites may attend strands at AVID Summer Institutes including the Implementation strands appropriate for their level of implementation (i.e. Elementary and/or Secondary). Planning districts and sites are restricted from attending any of the Implementation strands offered but can attend all other strands offered for their program level.

1.7 Licensing Benefits:

Membership includes a license to use the AVID Trademarks to promote the Member School Sites' implementation of the AVID College Readiness System, to use and implement the AVID Methodologies, and to copy the student activity sheets from the AVID Materials for educational purposes relating to AVID, all pursuant to the provisions of this Agreement. Licensing runs concurrently with the Term of this Agreement.

1.8 Annual Membership/License Fee:

School System agrees to pay AVID Center an annual membership/license fee based on the total number of Member School Sites in School System's AVID program according to the pricing schedule set forth in Attachment A.

Article II. School System Responsibilities

2.1 AVID Secondary Methodology:

School System agrees to implement AVID according to AVID guidelines and teaching methodologies (collectively "AVID Methodologies") set forth in the AVID publications, guidebooks, and materials (collectively "AVID Materials") or otherwise established by AVID Center, as the same may be modified and/or updated by AVID from time to time at AVID's discretion. School System will implement the AVID Methodologies in the AVID elective class and in academic subject area classes. School System will not materially deviate from the AVID Methodologies without the prior written consent of the Executive Director of AVID Center. School System is responsible for each of its AVID Member School Sites' compliance with this Agreement.

Attachment: AVID Implementation Agreement 2013 (3931 : Request Approval of the Annual Agreements for Advancement Via Individual

2.1a AVID Elementary Methodology:

AVID Elementary classrooms will embed the AVID Methodologies across the curriculum and school day as designated in the implementation resources. School System will not materially deviate from the AVID Methodologies without the prior written consent of the Executive Director of AVID Center.

2.2 AVID Secondary Student Selection:

School System agrees to select students for AVID in accordance with the selection criteria established in the AVID Eleven Essentials. AVID Eleven Essentials may be modified and/or updated by AVID from time to time at AVID's sole discretion. Any modifications or updates will be made available to the School System and its AVID Member School Sites via the MyAVID portal.

2.2a AVID Elementary Student Selection:

AVID Elementary serves all students of the AVID Member School Sites listed on Attachment A as implementing the Elementary program and does not require a student selection process.

2.3 AVID Secondary Qualified Staff:

School System agrees to maintain, at its expense, at least one AVID District Director. The District Director will enroll in and complete or have previously completed the two year AVID District Leadership (ADL) training. School System also agrees to pay the ADL training, materials and support cost ("District Director Professional Learning Services Price") set forth in Attachment A for its District Director(s). AVID District Director responsibilities are listed in Article III below. School System will ensure that its District Director(s) comply with all of the provisions of Article III below.

2.3a AVID Elementary Qualified Staff:

School System agrees to maintain, at its expense, at least one Elementary Liaison. AVID Center recommends that the School System maintains one Elementary Liaison for every 10-15 AVID Member School Sites implementing the AVID Elementary program. The Elementary Liaison will receive training at an AVID Summer Institute and will enroll in and complete the two year AVID Elementary Leadership Training. School System also agrees to pay the AVID Elementary Leadership training, materials, and support cost ("Elementary Liaison Professional Learning Services Price") set forth in Attachment A. AVID Elementary Liaison responsibilities are listed in Article III below and include providing AVID Member School Sites implementing the AVID Elementary program with on-site support, articulation and data collection as it relates to AVID Elementary.

Attachment: AVID Implementation Agreement 2013 (3931 : Request Approval of the Annual Agreements for Advancement Via Individual

2.4 AVID Secondary Staff Training:

School System agrees to provide, at its expense, ongoing training for site coordinators and AVID site teams at AVID Member School Sites.

A. AVID Summer Institute: School System agrees to ensure that each secondary site in their initial year of implementing AVID and listed as "new" on Attachment A send a team of eight (8) members to an AVID Summer Institute. AVID Center recommends sending a site team that includes the principal, counselor, AVID coordinator, and core subject area teachers. AVID Center recommends AVID Member School Sites implementing the second year of the Secondary program send teams of at least five (5) members and encourages AVID Member School Sites to continue to send teams to its Summer Institute in subsequent years to maintain and enhance the quality of AVID at their sites. The AVID District Director may attend at no additional cost and shall not be included in the minimum number of participants required per site team.

The AVID Summer Institute has three different registration rates--"Early Bird," "Regular," and "Late." All rates can be found online at www.avid.org. If School System signs and returns this Agreement on or after May 2, 2013, the Regular Registration rate will apply to each participant listed on Attachment A. School System understands that travel, lodging, per diem costs and any other costs are not included in the price of the participant registration.

B. School System Professional Learning: School System agrees to conduct AVID professional learning for AVID Member School Sites in the School System based on AVID's national model of providing site coordinator workshops and site team conferences. Agenda for professional learning sessions will be based on school needs, on AVID's national model for coordinator workshops, on topics and agendas provided in the AVID District Leadership training materials, and on the content areas related to educational reform initiatives in public schools in School System's state.

Attachment: AVID Implementation Agreement 2013 (3931 : Request Approval of the Annual Agreements for Advancement Via Individual

2.4a AVID Elementary Staff Training:

School System agrees to provide at its expense, ongoing training for all AVID Elementary administrators, classroom teachers and support staff through AVID Summer Institute teams.

A. AVID Summer Institute: All AVID Member School Sites in Year 1 or Year 2 of implementing the AVID Elementary program will send a minimum of four (4) members to an AVID Summer Institute. The AVID Elementary site team will include a site administrator and lead teachers. The AVID Elementary Liaison may attend at no additional cost and shall not be included in the minimum number of participants required per site team.

The AVID Summer Institute has three different registration rates, "Early Bird," "Regular," and "Late." All rates can be found online at www.avid.org. If School System signs and returns this Agreement on or after May 2, 2013, the Regular Registration rate will apply to each participant listed on Attachment A. School System understands that travel, lodging, per diem costs and any other costs are not included in the price of the participant registration.

B. AVID Elementary Coaching Package: School Systems that have AVID Member School Sites in Year 1 and/or Year 2 of implementation of the AVID Elementary program will be required to schedule an AVID Elementary Coaching Package. This package of two (2) consecutive on-site days allows for individualized coaching to address unique needs of each district and Elementary Liaison. AVID Center will work with the Elementary Liaison to schedule the days. The School System may request additional days at the rate of $1,800.00 per day.

2.5 Data Collection:

On at least an annual basis, according to the timeline established by AVID Center, School System shall collect data pertaining to student demographics, course enrollment, site characteristics and related outcomes specified by AVID Center and provide that data to AVID Center via their secure web portal. School System shall also submit such individual student academic and disciplinary data concerning AVID participants as AVID Center may specify. AVID Center's data collection process conforms to the privacy protections specified in the federal Family Educational Rights and Privacy Act (FERPA). AVID Center will maintain as confidential any personally identifiable student information or information that is privileged or confidential under federal or state law and that is conspicuously marked by School System as "privileged" or "confidential" before School System delivers to AVID Center. AVID Center will destroy all individual student data when it is no longer needed for reporting purposes. School System reserves the right to withhold, revise, and/or edit certain confidential data such as student names, Social Security numbers and any other information the disclosure of which would violate FERPA. AVID Center agrees not to use any of the data collected under this Paragraph 2.5 in a manner that would violate, or cause School System to violate, any applicable provision of FERPA.

Attachment: AVID Implementation Agreement 2013 (3931 : Request Approval of the Annual Agreements for Advancement Via Individual

2.6 AVID Curriculum Library:

The AVID teachers and students benefit from the classroom strategies and activities provided in the AVID Curriculum Library. Each type of Curriculum Library—Elementary, Middle Level, High School—consists of a set of AVID publications and materials.

2.6a Curriculum Library, Secondary:

School System agrees to purchase at least one (1) complete AVID Curriculum Library for each AVID Member School Site implementing the Secondary program and listed as "new" in Attachment A prior to each AVID Member School Site's initial implementation of AVID. AVID Curriculum Library prices are set forth in Attachment A. School System shall be entitled to use AVID Secondary libraries only at the AVID Member School Sites listed in Attachment A with the Program Name including Secondary and for which the materials were originally purchased. AVID libraries are non-transferable. School System and its individual AVID Member School Sites agree to ensure that each AVID classroom has adequate AVID curriculum materials. The use of the AVID Curriculum Libraries, which are part of the AVID Materials, will also be subject to the provisions of Article IV below.

2.6b Curriculum Library, Elementary:

School System agrees to purchase at least one (1) complete AVID Elementary Implementation Library for each AVID Member School Site implementing the Elementary program and listed as "new" in Attachment A prior to each AVID Member School site's initial implementation of AVID. Curriculum Library prices are set forth in Attachment A. School System shall be entitled to use AVID Elementary Implementation Libraries only at the AVID Member School Sites listed in Attachment A with the Program Name including Elementary and for which the materials were originally purchased. AVID Elementary Implementation Libraries are non-transferable. School System and its AVID Member School Sites agree to ensure that each AVID classroom has adequate AVID materials. The use of the Curriculum Libraries, which are part of the AVID Materials, will also be subject to the provisions of Article IV below.

Attachment: AVID Implementation Agreement 2013 (3931 : Request Approval of the Annual Agreements for Advancement Via Individual

2.6c Curriculum Shipment(s):

AVID Center will ship curriculum libraries upon full execution of this agreement, once materials have been produced, if conditions of Article VII herein are fulfilled, and in accordance with the delivery date requested by School System as indicated on Attachment A as the "Requested Delivery Date". Curriculum will be shipped to the addresses listed on Attachment A as provided by School System. School System confirms that this date and location reflect the best time and location for receipt of shipment. School System should allow a few weeks on either side of the Requested Delivery Date as unforeseen circumstances may occur in the supply chain. Please allow additional time if Requested Delivery Date is within three (3) weeks of AVID Center's receipt of a fully executed copy of this Agreement. The Requested Delivery Date is provided for School System's convenience only. AVID Center's collection and School System's provision of such date does not constitute an affirmation of fact or promise nor does it create an obligation of law or in equity on behalf of AVID Center if materials do not arrive within the given timeframe. School System agrees that AVID Center makes no remedial promise and does not expressly intend to create a warranty or guarantee for any loss or damage, whether material or immaterial, arising from the late or early shipment of materials.

Article III. AVID District Director (Secondary) and/or Elementary Liaison

3.1 Role of the AVID District Director (Secondary):

In order to disseminate the AVID Secondary program effectively and to build a strong District AVID College Readiness System, AVID Center coordinates training and networking of district leaders known as AVID District Directors. The primary role of the AVID District Director is to coordinate support for the AVID Secondary program within School System. These individuals accept responsibility for ensuring the implementation of the AVID Secondary program according to the AVID Methodologies and for facilitating the development of site conditions that ensure effective AVID implementation. AVID District Directors attend four (4) sequential AVID District Leadership trainings (ADL) in various locations to be announced throughout a two-year period. Included in ADL Sessions 1-4 are site visits to AVID Member School Sites and curriculum which develop district and regional capacity to deepen existing programs, build new programs, and provide ongoing support and professional learning to the AVID College Readiness System and coordinators.

Attachment: AVID Implementation Agreement 2013 (3931 : Request Approval of the Annual Agreements for Advancement Via Individual

3.1a Role of the AVID Elementary Liaison:

In order to implement quality grade level effectiveness and to build strong AVID Feeder Patterns, AVID Center coordinates training and networking of district leaders known as Elementary Liaisons. The primary role of the Elementary Liaison is to coordinate support and provide articulation opportunities for AVID Elementary sites. These individuals accept responsibility for ensuring the implementation of AVID Elementary key components according to the AVID Elementary Essentials and for facilitating the development of AVID Feeder Patterns and site conditions that ensure effective elementary implementation. Elementary Liaisons attend four (4) sequential AVID Elementary Leadership trainings throughout a two-year period. Trainings consist of AVID Methodologies, understanding the role and responsibilities of the Elementary Liaison, and learning about AVID's online resources, data collection, certification, and continued professional learning. Elementary Liaisons attend the Elementary Administrator and/or Elementary Liaison Strands at AVID Summer Institute with their teams and help develop the feeder patterns vision and plan for quality implementation. The Elementary Liaison attends and supports ongoing professional learning through AVID Coaching Packages.

3.2 Time Allocation for the AVID District Director:

The ability of the District Director to plan and conduct AVID activities is impacted by what proportion of the Director's job responsibilities is designated for AVID. Should School System have five (5) or more AVID Member School Sites, AVID Center recommends that a substantial portion of the District Director's time be allocated to AVID oversight. AVID Center recommends that full-time allocation or multiple District Directors be considered for rural districts with ten (10) or more AVID Member School Sites, and for urban or suburban districts with twenty (20) or more AVID Member School Sites.

3.2a Time Allocation for the AVID Elementary Liaison:

The ability of the Elementary Liaison to plan and conduct AVID activities is impacted by what proportion of the Elementary Liaison's job responsibilities is designated for AVID. Should School System have five (5) or more AVID Member School Sites, AVID Center recommends that a substantial portion of the Elementary Liaison's time be allocated to AVID Elementary oversight. AVID Center recommends that full-time allocation or multiple AVID Elementary Liaisons be considered for rural districts with ten (10) or more AVID Elementary Sites and for urban or suburban districts with twenty (20) or more AVID Elementary Sites.

3.3 Secondary Professional Learning:

The District Director coordinates workshops for AVID coordinators, training for AVID tutors, site team conference(s) for AVID site teams, and site team participation in the AVID Summer Institute(s).

Attachment: AVID Implementation Agreement 2013 (3931 : Request Approval of the Annual Agreements for Advancement Via Individual

3.3a Elementary Professional Learning:

The Elementary Liaison coordinates feeder pattern articulation meetings (with administrators, teachers, and support staff), site support, and participates in the AVID Summer Institute(s) according to the elementary training cycle.

3.4 Secondary Technical Support to Sites:

The District Director periodically visits each AVID Member School Site, at minimum, once per academic quarter. A site visit includes AVID classroom observation and coaching of the AVID coordinator, observation of subject area teachers who have participated in AVID professional learning, meeting with the AVID site team to facilitate progress towards goals identified in the Site Team Plan, and meeting with the principal to promote administrative support for and institutionalization of AVID.

3.4a Elementary Technical Support to Sites:

The Elementary Liaison visits sites, observes classrooms, coaches administration, teachers and support staff to facilitate progress toward goals identified, and to promote institutionalization of AVID Elementary Essentials. The Elementary Liaison attends AVID Elementary Leadership Training and provides ongoing professional learning for all AVID Elementary sites.

3.5 Data Collection and Research:

The District Director and/or Elementary Liaison coordinates the collection of data as requested by the national AVID Center, and uses resources within the School System or region, as available, in order to monitor progress and success of regional AVID College Readiness Systems.

3.6 Building a Structure of Support:

The District Director and/or Elementary Liaison coordinates the establishment of an AVID District team or advisory group that is made up of top-level district administration, site-level representation and representatives from local post-secondary institutions. The AVID District team or advisory group ensures the implementation and fidelity of the AVID system and collaborates on issues regarding student access to, and success in, rigorous college preparatory courses.

3.7 Outreach:

The District Director and/or Elementary Liaison responds to inquiries from his or her community regarding AVID dissemination by providing information sessions and publicity.

Attachment: AVID Implementation Agreement 2013 (3931 : Request Approval of the Annual Agreements for Advancement Via Individual

3.8 Secondary Partnerships with Postsecondary Institutions:

The District Director works with college and university staff to coordinate student outreach, tutor employment, AVID summer bridge programs, and support for secondary AVID students at AVID Member School Sites enrolling at the postsecondary institutions.

3.9 Secondary Special Events:

The District Director facilitates AVID events (e.g. AVID student writing contest, AVID student conference, AVID family conference).

3.9a Elementary Special Events:

The Elementary Liaison facilitates AVID elementary events (e.g. end of year recognition events, transition events and feeder pattern articulation meetings).

3.10 Partnership with AVID Center:

The District Director and/or Elementary Liaison coordinates communication with AVID Center regarding contracts for consultant services, technical assistance for district or regional planning, and the AVID certification process. The District Director also maintains open communication and collaboration with AVID Center by mailing information about regional AVID activities, by participating in AVID conferences, by networking via phone/ FAX/ email, by contributing to the AVID international academic journal, etc.

Attachment: AVID Implementation Agreement 2013 (3931 : Request Approval of the Annual Agreements for Advancement Via Individual

3.11 AVID District Leadership Training for District Directors (Secondary):

AVID District Leadership Training (ADL) Sessions are designed to prepare and support the AVID District Director. The four sessions are taken in sequential order over a two year period at various facilities throughout the country (the School System should periodically check www.avid.org or their divisional contact for listings). The District Director is to maintain a portfolio and additionally participate in online and web-hosted meetings coordinated by AVID Center. Upon completion of all four sessions, the District Director becomes certified by AVID as a District Director and continues their training by attending ongoing national, divisional, or state AVID Center meetings.

A. AVID provides AVID District Leadership (ADL) Training as part of the District Director Professional Learning Services fee. ADL training is for district level personnel responsible for start-up and quality assurance of the AVID Secondary program as described above and takes place over two years. ADL includes two small-group trainings per year which consist of AVID methodologies, understanding the role and responsibilities of the District Director; and learning about our online resources, data collection, certification, and continued professional learning.

The District Director Professional Learning Services Fee is $15,000.00 per District Director, payable over two years at $9,000.00 for the first year and $6,000.00 for the second year. If additional district level training is required due to turnover or supplemental support, the School System may be eligible to receive a discount at the discretion of AVID Center. The service fee does not include travel, meals, or any other expenses.

The ADL Training Schedule is split into two years. Year 1 of training includes Summer Institute, Session 1, and Session 2. Time allocated for these trainings consists of three (3) days over the summer for Summer Institute and two and a half (2½) days for each session, one (1) in the fall and one (1) in the spring. Year 2 of training includes two (2) Summer Institutes, Session 3, and Session 4. Time allocated for these trainings consists of three (3) days over the summer between training years, and two and a half (2 ½) days for each session, one (1) in the fall and one (1) in the spring, followed by a final three (3) days over the summer.

B. Summer Institute – District Director leads the district's AVID site team facilitation at the AVID Summer Institute. The District Director attends Summer Institute as part of their ongoing training; therefore, the Summer Institute registration fee for the District Director is included in the total District Director Professional Services Price.

C. Materials – After attending the first ADL session, the District Director will be provided with a sample set of all Middle Level and High School curriculum, materials, binders, CDs, and supplemental materials needed for district support.

D. AVID National Office & Divisional Support – AVID Center will provide support from our national office, divisional offices, and state offices. This support will consist of phone calls, emails, and district visits at the discretion of AVID Center.

Attachment: AVID Implementation Agreement 2013 (3931 : Request Approval of the Annual Agreements for Advancement Via Individual

3.11a AVID Elementary Leadership Training:

AVID Elementary Leadership Training Sessions are designed to prepare and support the Elementary Liaison. The four sessions are taken in sequential order over a two year period. The location of the trainings may vary (the School System should periodically check www.avid.org or contact the AVID Elementary team for listings).

A. AVID provides the following services to the district for start-up and quality assurance of the program: AVID Elementary Leadership Training is for the designated Elementary Liaison and takes place over two years. AVID Elementary Leadership Training includes two small-group trainings per year which consist of AVID methodologies, understanding the role and responsibilities of the Elementary Liaison, and learning about the AVID College Readiness System, as well as our online resources, data collection, certification, and professional learning opportunities.

The Elementary Liaison Professional Learning Services Fee is $9,000.00 per Liaison, payable over two years at $5,400.00 for the first year and $3,600.00 for the second year. The service fee does not include travel, meals, or any other expenses.

The Elementary Leadership Training Schedule is split into two years. Year 1 of training includes Summer Institute, Session 1, and Session 2. Time allocated for these trainings consist of three (3) days over the summer for Summer Institute and two and a half (2½) days for each session, one (1) in the fall and one (1) in the spring. Year 2 of training includes two (2) Summer Institutes, Session 3, and Session 4. Time allocated for these trainings consist of three (3) days over the summer between both training years, and two and a half (2 ½) days for each session, one (1) in the fall and one (1) in the spring, followed by a final three (3) days over the summer.

B. Summer Institute - The Elementary Liaison is required to attend Summer Institute with new implementing elementary sites. The Elementary Liaison attends Summer Institute as part of their ongoing training; therefore, the Summer Institute registration fee for the Elementary Liaison is included in the total Elementary Liaison Professional Learning Services Price.

C. Materials –the Elementary Liaison will be provided with an Elementary Implementation Library set at about the same time the site(s) will get their order per the signed Agreement.

D. AVID National, Divisional, State Office Support – AVID Center will provide support from our national office, divisional offices, state offices, and/or independent consultants. This support will consist of phone calls, emails, and visits at the discretion of AVID Center.

Article IV. Licenses and Proprietary Rights

Attachment: AVID Implementation Agreement 2013 (3931 : Request Approval of the Annual Agreements for Advancement Via Individual

4.1 Copyright License:

Subject to School System's performance of all the provisions of this Agreement, AVID Center hereby grants to School System during the Term a non-exclusive, non-transferable license, without the right to sublicense, to distribute, reproduce, and display the AVID Materials and the AVID Methodologies solely to implement AVID at the Member School Sites as listed in Attachment A, and for no other purpose. For each Member School Site listed in Attachment A, this license extends only to the AVID Materials and AVID Methodologies corresponding to the AVID Program Name(s) (e.g. Elementary, Secondary, etc.) listed for that AVID Member School Site.

A. School System may distribute, reproduce, and display the AVID Materials only to appropriate staff and students of the AVID Member School Sites listed in Attachment A, for the sole purpose of implementing the specified AVID Programs at the AVID Member School Sites and for no other purpose. School System will not permit any of the AVID Materials or AVID Methodologies to be used by anyone other than the AVID Member School Sites.

B. Further, School System will only distribute, display, photocopy, reproduce or otherwise duplicate, those AVID Materials and AVID Methodologies corresponding to the specific AVID Program(s) listed for each AVID Member School Site in Attachment A. (For example, if Attachment A specifies both the Elementary and Secondary AVID Programs at ABC School Site, but only specifies the Elementary AVID Program at XYZ School Site, School System will not distribute, display, photocopy, reproduce, duplicate, or otherwise make available the Secondary AVID Program Materials and Methodologies to XYZ School Site).

C. School System and its individual school sites will not distribute, display, photocopy, reproduce or otherwise duplicate, all or any part of the AVID Materials or AVID Methodologies to anyone other than the AVID Member School Sites without AVID Center's prior written consent.

D. Should School System wish to make any of the AVID Materials or AVID Methodologies accessible to its AVID Member School Sites through the Internet, it will do so on a password-protected website, and it will ensure that only appropriate staff and students of the AVID Member School Sites are allowed access to the website.

E. Should School System wish to make electronic versions of any of the AVID Materials or AVID Methodologies available for download by its AVID Member School Sites, it will ensure that only appropriate staff and students of the AVID Member School Sites are allowed access to those materials, and it will require that those staff and students agree not to distribute, reproduce, display, or transfer those materials to anyone other than appropriate staff and students of the AVID Member School Sites before downloading those materials.

F. School System and its individual school sites shall not modify or otherwise alter the AVID Materials or AVID Methodologies in any way, or create or distribute any derivative works of the AVID Methodologies or the AVID Materials in any way. School System also agrees not to use or adopt the AVID Methodologies or AVID Materials with respect to any educational or other program except solely to implement AVID under the provisions of this Agreement.

G. School System and its individual school sites acknowledge that they do not have the right to sell, sublicense, transfer, or lease any of the AVID Materials or AVID Methodologies to any person or entity.

Attachment: AVID Implementation Agreement 2013 (3931 : Request Approval of the Annual Agreements for Advancement Via Individual

4.2 Trademark License:

Subject to School System's performance of all the provisions of this Agreement, AVID Center hereby grants to School System during the Term a non-exclusive, non-transferable, indivisible license, without the right to sublicense, to use the AVID® trademarks (collectively "AVID Trademarks"), (a) only as they are incorporated in the AVID Materials, and (b) only on advertising flyers and written promotional materials created by School System or the AVID Member School Sites listed in Attachment A in order to promote and implement AVID at those Member School Sites. School System agrees that it will use its best efforts to use the AVID Trademarks in a professional manner in order to preserve and enhance AVID Center's substantial goodwill associated with the AVID Trademarks. School System agrees that it or its individual school sites will not use any of the AVID Trademarks as a corporate or business entity name, as a fictitious business name or as a trade name, and will not use any name in such capacity that is confusingly similar to the AVID Trademarks. School System further acknowledges and agrees that it and its AVID Member School Sites cannot modify or otherwise alter any of the AVID Trademarks or use any other designs or logos in conjunction with its use of the AVID Trademarks. School System cannot use the AVID Trademarks for any educational or other program other than to implement AVID at the Member School Sites listed in Attachment A consistent with the above license. School System and its AVID Member School Sites will always use the proprietary symbol ® immediately adjacent to the respective AVID Trademarks as noted above with respect to their use of the AVID Trademarks. If School System or its Member School Sites desire to use or place the AVID Trademarks on any products, things, or other merchandising items in order to promote AVID, it must first seek and obtain permission from AVID Center by completing AVID Center's Request to Use AVID Center Trademark Form and complying with any of AVID Center's conditions for approval. Any such additional uses of the AVID Trademarks approved by AVID Center shall also be subject to the terms of this license and the other provisions of this Article IV.

4.3 Rights Reserved:

Notwithstanding anything to the contrary in this Agreement, all rights not specifically granted in this Agreement to School System shall be reserved and remain always with AVID Center.

4.4 Proprietary Rights:

The parties agree that AVID Center shall solely own and have exclusive worldwide right, title and interest in and to the AVID Trademarks, AVID Materials and AVID Methodologies, to all modifications, enhancements and derivative works thereof, and to all United States and worldwide trademarks, service marks, trade names, trade dress, logos, copyrights, rights of authorship, moral rights, patents, know-how, trade secrets and all other intellectual and industrial property rights related thereto ("Intellectual Property Rights"). School System shall not challenge, contest or otherwise impair AVID Center's ownership of the AVID Trademarks, AVID Materials or AVID Methodologies, or any of AVID Center's applications or registrations thereof, or the validity or enforceability of AVID Center's Intellectual Property Rights related thereto. School System also agrees not to submit any applications or otherwise attempt to register for itself or others any of the AVID Trademarks, AVID Materials or AVID Methodologies.

Attachment: AVID Implementation Agreement 2013 (3931 : Request Approval of the Annual Agreements for Advancement Via Individual

4.5 Enforcement:

The parties agree that except to the limited extent expressly set forth in Paragraphs 4.1 and 4.2 above, AVID Center will be irreparably harmed and money damages would be inadequate compensation to AVID Center in the event School System breaches any material provision of Article IV. Accordingly, all of the provisions of this Agreement shall be specifically enforceable by injunctive and other relief against School System without the requirement to post a bond, in addition to any other remedies available to AVID Center, for School System's breach of any provision of this Agreement.

4.6 Proprietary Notices:

School System agrees not to remove, alter or otherwise render illegible any trademark, copyright or other proprietary right notices or other identifying marks from the AVID Materials or any permitted copies thereof.

4.7 Infringement:

School System agrees to notify AVID Center of any conduct or actions on the part of third parties of which it becomes aware that might be deemed an infringement or other violation of AVID Center's rights in the AVID Trademarks, AVID Materials or AVID Methodologies. In such event, AVID Center shall have the sole right to bring an action for infringement or other appropriate action with respect thereto. AVID Center shall exclusively control the prosecution and settlement of any such action. School System agrees to fully cooperate with AVID Center in any such action and provide AVID Center with all information and assistance reasonably requested by AVID Center.

4.8 Compliance with Laws:

School System agrees that the AVID Trademarks, AVID Materials and AVID Methodologies will be used in accordance with all applicable laws and regulations and in compliance with any regulatory or governmental agency that has jurisdiction over School System and its educational programs.

4.9 Compliance with Public Records Act:

School System's obligations under paragraph 4 are subject to its legal obligations under Section 119.07(1), F.S.

Attachment: AVID Implementation Agreement 2013 (3931 : Request Approval of the Annual Agreements for Advancement Via Individual

Article V. Quality Control Procedures

5.1 Quality Standards:

To ensure the successful implementation of AVID, School System agrees to comply with the quality standards described in the AVID Materials and in the AVID training sessions or otherwise established by AVID Center from time to time (collectively "AVID Quality Standards").

5.2 Annual Certification:

School System agrees to participate in AVID Center's annual certification process whereby each AVID Member School Site completes a self-study that is certified by School System's AVID District Director. AVID Center will train School System's AVID District Director in the certification process and will provide consultation and review. School System will forward the results of this annual certification to AVID Center in a timely fashion. AVID Center will make the final determination of each Member School Site's certification status.

5.3 AVID Quality Assurances:

AVID Center has the right in its sole discretion to review School System's compliance with the AVID Quality Standards, including, without limitation, the annual certification process described above. The Certification process provides a two-year timeline to encourage site level program improvement, if necessary, in AVID Member School Sites. If as part of the Annual Certification process or otherwise AVID Center suggests certain changes be made to School System's AVID College Readiness System, School System agrees to implement such changes. As per Certification guidelines, AVID Member School Sites that do not meet the AVID Quality Standards or do not implement AVID Center's suggested changes may be designated "affiliate" AVID Member School Sites. Should AVID Member School Sites and/or School System not meet the AVID Quality Standards or implement AVID Center's suggested changes for multiple years, they may be asked to discontinue AVID at the end of a school year.

Article VI. Period of Agreement

6.1 Term:

The Term ("Term") of this Agreement shall be as set forth in Attachment A unless earlier terminated as provided herein.

Attachment: AVID Implementation Agreement 2013 (3931 : Request Approval of the Annual Agreements for Advancement Via Individual

6.2 Cessation of the AVID College Readiness System:

AVID Center requests that if School System determines that it will permanently cease using or implementing the AVID College Readiness System at the end of the school year, School System should notify AVID Center in writing by May 31 of that year. AVID Center retains the right to verify that any School System that conducted the AVID College Readiness System in prior years but has indicated it is discontinuing or has discontinued AVID has: (a) ceased to offer the particular AVID Program at the school site(s), (b) ceased any further use of the AVID Materials and AVID Methodologies, and (c) ceased any further use or display of the AVID Trademarks.

Article VII. Compensation

7.1 Agreement and Purchase Order:

School System must include, along with this signed Agreement, a fully and completely executed Purchase Order for the entire Agreement as detailed on Attachment A and any other applicable and incorporated attachments. AVID Center will not fulfill any services or materials, including the shipment of any libraries without a fully executed Purchase Order and this signed Agreement. The terms and conditions of this Agreement shall control for all Purchase Orders issued pursuant to this Agreement; no terms and conditions on Purchase Orders will apply to this Agreement.

7.2 Fulfillment, Invoicing, Payment Terms:

AVID Center will invoice School System for the entire Agreement upon receiving this executed Agreement and the executed Purchase Order as detailed in Attachment A and any other applicable and incorporated attachments. School System hereby agrees to pay AVID Center for any and all fees detailed in Attachment A and any other applicable and incorporated attachments. The School System agrees to pay the total invoice amount which is due net 30 days from the date of the invoice. If School System requires any special invoicing other than as indicated above, School System MUST request so in writing at the time of execution of this Agreement.

Attachment: AVID Implementation Agreement 2013 (3931 : Request Approval of the Annual Agreements for Advancement Via Individual

7.3 Fulfillment, Invoicing, Payment Terms: If No Purchase Order Is Required by School System:

If the policy of the School System states that no Purchase Order is required for purchases or that this executed Agreement suffices as the School System's authorization for purchase, the School System must initial below representing and warranting to AVID Center that the School System is fully able to pay any and all fees as invoiced on Attachment A and any other applicable and incorporated attachments without an additional Purchase Order. AVID Center will invoice School System for the entire Agreement, as detailed on Attachment A and any other applicable and incorporated attachments, upon receiving this executed Agreement. The School System agrees to pay the total invoice amount which is due net 30 days from the date of the invoice. If School System requires any special invoicing other than as indicated above, School System MUST request so in writing at the time of execution of this Agreement.

_____ **INITIALS**

Article VIII. Status of Parties

8.1 Independent Contractors:

AVID Center and School System are independent contractors and their relationship is that of a licensor and licensee. This Agreement is not intended to create a relationship of employment, agency, partnership, joint venture, or similar arrangement between the parties. Neither party shall have any power or authority to bind or commit the other party in any respect, contractually or otherwise. In no event shall either party, or any of its respective officers, agents, or employees, be considered the officers, agents, or employees of the other party.

Article IX. Authority

9.1 AVID Center Warranty:

AVID Center warrants that the person signing this Agreement is authorized to enter into this Agreement on behalf of the non-profit AVID Center and to bind AVID Center to perform all of its obligations under this Agreement. AVID Center warrants that it is a 501 (c)(3) non-profit educational corporation and the developer and sole source distributor of the AVID College Readiness System.

9.2 School System Warranty:

School System warrants that it has obtained all necessary approvals and taken all necessary steps to enter into this Agreement. The person signing on behalf of School System warrants that he or she has the authority to enter into this Agreement on behalf of School System and to bind School System to perform all of its obligations under this Agreement.

Attachment: AVID Implementation Agreement 2013 (3931 : Request Approval of the Annual Agreements for Advancement Via Individual

Article X. Termination

10.1 Termination for Cause:

Subject to the last sentence of this Paragraph 10.1, either party has the right to terminate this Agreement at any time if the other party is in material breach of any warranty, term, condition or covenant of this Agreement (including, but not limited to, School System being materially out of compliance with the intellectual property licenses and related provisions of this Agreement, or with the AVID Quality Standards) and (i) fails to cure that breach within thirty (30) days (or ten (10) days in the case of a breach involving the nonpayment of fees) of receiving notice from the non-breaching party which specifies such material breach and demands cure thereof, or (ii) fails to provide the non-breaching party assurance that the breach will be cured within a longer period of time which is acceptable to the non-breaching party. In the case of a breach by School System that is not cured as described above, AVID Center shall have the right to terminate School System's right to conduct all programs or part of an AVID program at one or more specific AVID Member School Sites, by giving written notice to School System of the sites so terminated, without terminating this Agreement with respect to the other programs at the particular AVID Member School Site and/or other AVID Member School Site(s) subject to this Agreement. Any termination under this Paragraph 10.1 will become effective automatically upon expiration of the cure period in the absence of a cure or mutually agreed-upon resolution. Notwithstanding the foregoing, any breach by School System of any of the provisions of Article IV shall be deemed non-curable and AVID Center shall have the right to immediately terminate this Agreement upon the breach by School System of its obligations under Article IV.

10.2 Other Terminations:

Notwithstanding Paragraph 10.1 above, either party may terminate this Agreement: (a) immediately upon the bankruptcy, dissolution, or insolvency of the other party, or (b) upon thirty (30) days' prior written notice to the other party.

10.3 Cessation of Use:

Upon termination or expiration of this Agreement: (a) the licenses in Article IV shall automatically terminate and revert to AVID Center, (b) School System shall thereafter immediately discontinue AVID in all of its school sites, and cease using the AVID Materials, AVID Methodologies or the AVID Trademarks in any way, and (c) School System shall pay any unpaid balances to AVID Center and remain liable for its obligations or other actions that accrued or occurred prior to the termination date.

10.4 Cumulative Remedies:

All rights and remedies conferred herein shall be cumulative and in addition to all of the rights and remedies available to each party at law, equity or otherwise. In addition, Sections 4.3, 4.4, 4.5, 4.6, 7.1, 7.2, 7.3 and all of the provisions of Articles X and XI shall survive the termination or expiration of this Agreement.

Attachment: AVID Implementation Agreement 2013 (3931 : Request Approval of the Annual Agreements for Advancement Via Individual

Article XI. General Provisions

11.1 Governing Law and Venue: Term intentionally deleted by mutual consent of School System and AVID Center.

11.2 Entire Agreement:

All Attachments to this Agreement are fully incorporated herein. This Agreement, including Attachments, constitutes the entire agreement between the parties regarding this subject matter hereof and supersedes all prior oral or written agreements or understandings regarding this subject matter. This Agreement can only be amended by a written document signed by both parties.

11.3 Limitation of Liability: Term intentionally deleted by mutual consent of School System and AVID Center.

11.4 Severability:

If any provision of this Agreement is judicially determined to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect.

11.5 Attorney's Fees: Term intentionally deleted by mutual consent of School System and AVID Center.

11.6 Assignment:

School System acknowledges that the favorable terms of this Agreement were granted solely to School System, and that the substitution of any party by School System would destroy the intent of the parties. Accordingly, School System shall have no right to assign, delegate, transfer or otherwise encumber this Agreement or any portion thereof without AVID Center's prior written consent, which can be withheld in its sole discretion.

11.7 Notice:

All notices, requests or other communications under this Agreement shall be in writing, and shall be sent to the designated representatives of the parties at the addresses set forth below their signatures on this Agreement or in Attachment A, and shall be deemed to have been duly given on the date of service if sent by facsimile or electronic mail, or on the day following service if sent by overnight air courier service with next day delivery and with written confirmation of delivery, or five (5) days after mailing if sent by first class, registered or certified mail, return receipt requested. Each party is required to notify the other party in the above manner of any change of address.

Attachment: AVID Implementation Agreement 2013 (3931 : Request Approval of the Annual Agreements for Advancement Via Individual

11.8 Counterparts:

This Agreement may be executed in several counterparts that together shall be originals and constitute one and the same instrument.

11.9 Waiver:

The failure of a party to enforce any of its rights hereunder or at law or in equity shall not be deemed a waiver or a continuing waiver of any of its rights or remedies against the other party, unless such waiver is in writing and signed by the party to be charged.

11.10 Facsimile and Electronic Signatures:

The parties hereto (i) each agree to permit the use, from time to time and where appropriate under the circumstances, of signatures sent via facsimile or electronically in a .pdf file or other digital format in order to expedite the transaction(s) contemplated by this Agreement; (ii) each intend to be bound by its respective signature sent by that party via facsimile or electronically in a .pdf file or other digital format; (iii) are each aware that the other, and the other's agents and employees, will rely on signature pages sent via facsimile or electronically in a .pdf file or other digital format; and (iv) each acknowledge such reliance and waive any defenses to the enforcement of this Agreement or of other documents effecting the transactions contemplated by this Agreement based on the signature page being a facsimile, .pdf copy or other digital format. The parties covenant to each other that each time they send a signature page via facsimile or electronically in a .pdf file or other digital format; they will in a timely manner send the other party the countersigned signature page(s).

Article XII. Additional Products and Services

Attachment: AVID Implementation Agreement 2013 (3931 : Request Approval of the Annual Agreements for Advancement Via Individual

12.1 AVID Weekly:

AVID Weekly is only available to AVID Member School Sites. AVID Weekly is included in the purchase of an AVID curriculum library, which is required in an AVID Member Site' s first year of implementation. School Systems or AVID Member School Sites can also purchase AVID Weekly a la carte. Subscriptions cannot be shared with other schools and/or School Systems. Each school site needs to purchase its own subscription.

AVID Weekly is a curriculum tool that helps teach critical reading skills that have been proven to be a strong key to success in college and beyond.

A subscription to AVID Weekly provides:

1. Up to 20 usernames/passwords for various school personnel to access articles and lessons anytime, valid for one academic year.
2. Ten new articles available for viewing/downloading on the first of each month (September through June)
3. A sample instructional model/lesson in both full-length and summary versions is provided each month
4. A viewable and downloadable grid each month that shows the title, level of difficulty, content area and applicable critical reading strategies for each month
5. Access to all articles, grids, sample lessons and instructions on critical reading strategies posted during the current school year.

The School System is responsible for completing an order form for each school site ordering AVID Weekly. Please visit our website at avidweekly.org to obtain a copy of the order form.

Attachment: AVID Implementation Agreement 2013 (3931 : Request Approval of the Annual Agreements for Advancement Via Individual

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates below their respective signatures, but such dates shall not alter the Term of this Agreement as specified in Attachment A

AVID Center, a California Non-Profit Corporation 501(c)(3)	The School Board of Pinellas County FL
_____ Signature: AVID Center Authorized	By: _____ Carol J. Cook, Chairperson
_____ Printed or Typed Name	ATTEST By: _____ Michael A. Grego, Ed.D., Supt.
_____ Title	Date: _____
_____ Date	Approved as to form: _____ Office of School Board Attorney

AVID Center
9246 Lightwave Avenue, Suite 200
San Diego, CA 92123
Employer ID # 33-0522594

Attachment: AVID Implementation Agreement 2013 (3931 : Request Approval of the Annual Agreements for Advancement Via Individual

Attachment A

AVID Implementation Pricing Schedule:

1. **School System:**

Legal Name of Entity:	The School Board of Pinellas County
Federal Employer ID #:	01-508844
District NCES #:	1201560

2. **Term of Agreement:** July 1, 2013 to June 30, 2014

3. **Agreement Processing and Billing Procedures:**

Contact for Contracts:	Y'Desha Alsup
Title:	District Director
District Name:	The School Board of Pinellas County
Business Address:	301 Fourth Street SW
City, State, Zip Code, Country:	Largo, FL, 33770, USA
Telephone:	727-588-6044
E-Mail:	alsupy@pcsb.org

Billing Contact:	Y'Desha Alsup
Title:	District Director
District Name:	The School Board of Pinellas County
Business Address:	301 Fourth Street SW
City, State, Zip Code, Country:	Largo, FL, 33770, USA
Telephone:	727-588-6044
E-Mail:	alsupy@pcsb.org

Attachment: AVID Attachment A (3931 : Request Approval of the Annual Agreements for Advancement Via Individual Determination Program)

4. District Director:

AVID District Director (DD):	Y'Desha Alsup
Title:	District Director
District Name:	The School Board of Pinellas County
Business Address:	301 Fourth Street SW
City, State, Zip Code, Country:	Largo, FL, 33770, USA
Telephone:	727-588-6044
E-mail:	alsupy@pcsb.org

Co - AVID District Director:	Jennifer Vragovic
Title:	Co-District Director
District Name:	The School Board of Pinellas County
Business Address:	301 Fourth Street SW
City, State, Zip Code, Country:	Largo, FL, 33770, USA
Telephone:	727-588-6558
E-mail:	vragovicj@pcsb.org

5. Elementary Liaison:

AVID Elementary Liaison (EL):	Y'Desha Alsup
Title:	District Director
District Name:	The School Board of Pinellas County
Business Address:	301 Fourth Street SW
City, State, Zip Code, Country:	Largo, FL, 33770, USA
Telephone:	727-588-6044
E-mail:	alsupy@pcsb.org

Attachment: AVID Attachment A (3931 : Request Approval of the Annual Agreements for Advancement Via Individual Determination Program)

6. Member Schools:

School System will offer the AVID program in forty (40) total school(s) during the 2013 - 2014 school year.

School Name	Grades AVID Program Implemented	Program Name	Site Status
Azalea Middle School	6, 7, 8	Secondary	Existing
Bay Point Middle School	6, 7, 8	Secondary	Existing
Bear Creek Elementary School	4, 5	Elementary	Existing
Boca Ciega High School	9, 10, 11, 12	Secondary	Existing
Carwise Middle School	6, 7, 8	Secondary	Existing
Clearwater Fundamental Middle School	6, 7, 8	Secondary	Existing
Clearwater High School	9, 10, 11, 12	Secondary	Existing
Countryside High School	9, 10, 11, 12	Secondary	Existing
Dixie M. Hollins High School	9, 10, 11, 12	Secondary	Existing
Dunedin High School	9, 10, 11, 12	Secondary	Existing
Dunedin Highland Middle School	6, 7, 8	Secondary	Existing
East Lake High School	9, 10, 11, 12	Secondary	Existing
Fairmount Park Elementary School	4, 5	Elementary	Existing
Gibbs High School	9, 10, 11, 12	Secondary	Existing
John Hopkins Middle School	6, 7, 8	Secondary	Existing
Lakewood Elementary School	4, 5	Elementary	Existing
Lakewood High School	9, 10, 11, 12	Secondary	Existing
Largo High School	9, 10, 11, 12	Secondary	Existing
Largo Middle School	6, 7, 8	Secondary	Existing
Madeira Beach Fundamental Middle School	6, 7, 8	Secondary	Existing
Meadowlawn Middle School	6, 7, 8	Secondary	Existing
Morgan Fitzgerald Middle School	6, 7, 8	Secondary	Existing
New Heights Elementary School	4, 5	Elementary	Existing
Northeast High School	9, 10, 11, 12	Secondary	Existing
Oak Grove Middle School	6, 7, 8	Secondary	Existing
Osceola High School	9, 10, 11, 12	Secondary	Existing

Attachment: AVID Attachment A (3931 : Request Approval of the Annual Agreements for Advancement Via Individual Determination Program)

Osceola Middle School	6, 7, 8	Secondary	Existing
Palm Harbor Middle School	6, 7, 8	Secondary	Existing
Palm Harbor University High School	9, 10, 11, 12	Secondary	Existing
Pinellas Park High School	9, 10, 11, 12	Secondary	Existing
Pinellas Park Middle School	6, 7, 8	Secondary	Existing
Safety Harbor Middle School	6, 7, 8	Secondary	Existing
Seminole High School	9, 10, 11, 12	Secondary	Existing
Seminole Middle School	6, 7, 8	Secondary	Existing
St. Petersburg High School	9, 10, 11, 12	Secondary	Existing
Tarpon Springs High School	9, 10, 11, 12	Secondary	Existing
Tarpon Springs Middle School	6, 7, 8	Secondary	Existing
Thurgood Marshall Middle School	6, 7, 8	Secondary	Existing
Tyrone Middle School	6, 7, 8	Secondary	Existing
Woodlawn Elementary School	4, 5	Elementary	Existing

Subtotal Schools

Elementary	5
Secondary	35
Total Schools:	40

Attachment: AVID Attachment A (3931 : Request Approval of the Annual Agreements for Advancement Via Individual Determination Program)

7. Fee Schedule:

# of Schools	AVID Secondary Membership/License Fee per School Site	AVID Elementary Membership/License Fee per School Site
1 to 9	$3,385.00	$2,260.00
10 to 19	$3,095.00	$2,240.00
20 to 29	$2,820.00	$2,220.00
30 to 39	$2,155.00	$2,150.00
40 to 59	$2,010.00	$2,010.00
60 to 79	$2,010.00	$2,010.00
80 to 99	$1,850.00	$1,850.00
100 to 119	$1,850.00	$1,850.00

Five (5) Elementary school(s) X $2,010.00 =	$10,050.00
Thirty Five (35) Secondary school(s) X $2,010.00 =	$70,350.00
Total Membership Price =	$80,400.00

8. Summer Institute Fees:

Early Bird Registration

Azalea Middle School: 1 Secondary site team X 2 participant(s) X $669 =	$1,338.00
Bay Point Middle School: 1 Secondary site team X 2 participant(s) X $669 =	$1,338.00
Carwise Middle School: 1 Secondary site team X 4 participant(s) X $669 =	$2,676.00
Clearwater Fundamental Middle School: 1 Secondary site team X 4 participant(s) X $669 =	$2,676.00
Dixie M. Hollins High School: 1 Secondary site team X 1 participant(s) X $669 =	$669.00
Dunedin Highland Middle School: 1 Secondary site team X 2 participant(s) X $669 =	$1,338.00
Madeira Beach Fundamental Middle School: 1 Secondary site team X 4 participant(s) X $669 =	$2,676.00
Oak Grove Middle School: 1 Secondary site team X 1 participant(s) X $669 =	$669.00
Palm Harbor Middle School: 1 Secondary site team X 4 participant(s) X $669 =	$2,676.00
Pinellas Park Middle School: 1 Secondary site team X 1 participant(s) X $669 =	$669.00
Safety Harbor Middle School: 1 Secondary site team X 1 participant(s) X $669 =	$669.00
Seminole High School: 1 Secondary site team X 1 participant(s) X $669 =	$669.00
Seminole Middle School: 1 Secondary site team X 4 participant(s) X $669 =	$2,676.00
Tarpon Springs Middle School: 1 Secondary site team X 2 participant(s) X $669 =	$1,338.00
Total Summer Institute Price if signed and returned on or before May 1 =	$22,077.00

OR

Regular Registration

Azalea Middle School: 1 Secondary site team X 2 participant(s) X $739 =	$1,478.00
Bay Point Middle School: 1 Secondary site team X 2 participant(s) X $739 =	$1,478.00
Carwise Middle School: 1 Secondary site team X 4 participant(s) X $739 =	$2,956.00

Attachment: AVID Attachment A (3931 : Request Approval of the Annual Agreements for Advancement Via Individual Determination Program)

Clearwater Fundamental Middle School: 1 Secondary site team X 4 participant(s) X $739 =	$2,956.00
Dixie M. Hollins High School: 1 Secondary site team X 1 participant(s) X $739 =	$739.00
Dunedin Highland Middle School: 1 Secondary site team X 2 participant(s) X $739 =	$1,478.00
Madeira Beach Fundamental Middle School: 1 Secondary site team X 4 participant(s) X $739 =	$2,956.00
Oak Grove Middle School: 1 Secondary site team X 1 participant(s) X $739 =	$739.00
Palm Harbor Middle School: 1 Secondary site team X 4 participant(s) X $739 =	$2,956.00
Pinellas Park Middle School: 1 Secondary site team X 1 participant(s) X $739 =	$739.00
Safety Harbor Middle School: 1 Secondary site team X 1 participant(s) X $739 =	$739.00
Seminole High School: 1 Secondary site team X 1 participant(s) X $739 =	$739.00
Seminole Middle School: 1 Secondary site team X 4 participant(s) X $739 =	$2,956.00
Tarpon Springs Middle School: 1 Secondary site team X 2 participant(s) X $739 =	$1,478.00
Total Summer Institute Price if signed between May 2 and late fee start date =	$24,387.00

9. District Director Professional Learning Services:

District Director(s)	ADL Training Status
Y'Desha Alsup :	Year 2, will attend Sessions 3 & 4
Jennifer Vragovic :	Year 2, will attend Sessions 3 & 4

Y'Desha Alsup: Year 2 (40% Discount on $6,000.00)(Additional 20% Discount)	$2,880.00
Jennifer Vragovic: Year 2 (40% Discount on $6,000.00)(Additional 20% Discount)	$2,880.00
Total District Director Professional Learning Services Price =	$5,760.00

10. Elementary Liaison Professional Learning Services:

Elementary Liaison(s)	Elementary Leadership Training Status
Y'Desha Alsup :	Year 2, will attend Sessions 3 & 4

Y'Desha Alsup: Year 2 (20% Discount on $3,600.00)	$2,880.00
Total Elementary Liaison Professional Learning Services Price =	$2,880.00

Attachment: AVID Attachment A (3931 : Request Approval of the Annual Agreements for Advancement Via Individual Determination Program)

11. Elementary Coaching Package:

Elementary Coaching Package of Two (2) days X $1,800	
Total Elementary Coaching Package Price =	$3,600.00

TOTAL 2013-2014 IMPLEMENTATION PRICE

Contract signed and returned on or before May 1, 2013	**$114,717.00**
	Plus applicable taxes
OR	
Contract signed and returned between May 2, 2013 and late fee start date	**$117,027.00**
	Plus applicable taxes

Attachment: AVID Attachment A (3931 : Request Approval of the Annual Agreements for Advancement Via Individual Determination Program)

Attachment B

Additional Products and Services

1. School System:

Legal Name of Entity: **The School Board of Pinellas County**

2. AVID Weekly:

School System will purchase subscriptions of AVID Weekly for the following **Thirty-Five (35)** school(s) during the 2013-14 School Year:

1. Azalea Middle School	$415.00
2. Bay Point Middle School	$415.00
3. Boca Ciega High School	$415.00
4. Carwise Middle School	$415.00
5. Clearwater Fundamental Middle School	$415.00
6. Clearwater High School	$415.00
7. Countryside High School	$415.00
8. Dixie Hollins High School	$415.00
9. Dunedin High School	$415.00
10. Dunedin Highland Middle School	$415.00
11. East Lake High School	$415.00
12. Gibbs High School	$415.00
13. John Hopkins Middle School	$415.00
14. Lakewood High School	$415.00
15. Largo High School	$415.00
16. Largo Middle School	$415.00
17. Madeira Beach Fundamental Middle School	$415.00
18. Meadowlawn Middle School	$415.00
19. Morgan Fitzgerald Middle School	$415.00
20. Northeast High School	$415.00
21. Oak Grove Middle School	$415.00
22. Osceola Fundamental High School	$415.00
23. Osceola Middle School	$415.00
24. Palm Harbor Middle School	$415.00
25. Palm Harbor University High School	$415.00
26. Pinellas Park High School	$415.00
27. Pinellas Park Middle School	$415.00
28. Safety Harbor Middle School	$415.00
29. St. Petersburg High School	$415.00
30. Seminole High School	$415.00
31. Seminole Middle School	$415.00
32. Tarpon Springs High School	$415.00
33. Tarpon Springs Middle School	$415.00
34. Thurgood Marshall Fundamental Middle School	$415.00
35. Tyrone Middle School	$415.00
Total AVID Weekly Price:	**$14,525.00**

Attachment: AVID Attachment B (3931 : Request Approval of the Annual Agreements for Advancement Via Individual Determination Program)

Total Cost of Additional Products and Services: **$14,525.00**

REVISED TOTAL 2013-2014 AVID IMPLEMENTATION PRICE:

Contract signed and returned on or before May 1, 2013 **$129,242.00**
Plus applicable taxes

OR

Contract Signed and returned between May 2, 2013 and late fee start date **$131,552.00**
Plus applicable taxes

Attachment: AVID Attachment B (3931 : Request Approval of the Annual Agreements for Advancement Via Individual Determination Program)

04/09/13 10:30 AM
Regular School Board Meeting
301 Fourth Street SW
Largo, FL 33770

Pinellas County Schools

ADOPTED

REQUEST FOR APPROVAL (ID # 3932)

April 9, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval of the Health Agreement Between BayCare Health Systems, Inc. and the School Board of Pinellas County

BACKGROUND:
Pinellas County Schools offers health science education classes and clinical experiences at the health facilities in the community. Clinical opportunities offer our students real world, hands-on experiences that cannot be duplicated in a classroom or career technical lab and are a required part of the health science curriculum. The above listed agency has signed an agreement for Pinellas County Schools' health science education program students to obtain the necessary clinical experience at the agency.
STRATEGIC DIRECTION/GOAL: Student Achievement

ALTERNATIVES:
1. Approve the agreement.
2. Do not approve the agreement.

RECOMMENDATION:
Alternative # 1 is recommended.

RATIONALE:
This type of agreement is routine and provides opportunities not otherwise available to students to experience work with patients.

IMPACT STATEMENT:
There is no cost to the district.

DATA SOURCES
David Koperski, School Board Attorney
David Barnes, Executive Director, Career, Technical and Adult Education
Susan Goldman, Supervisor, Family and Consumer Sciences and Health Science Education

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

ATTACHMENTS:

- Consent - Bay Care Agreement (PDF)

AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT ("**Agreement**") is effective as of the date of last signature hereto ("**Effective Date**"), by and between BayCare Health System, Inc., a Florida not-for-profit corporation ("**BayCare**"), and The School Board of Pinellas County, Florida ("**School**").

RECITALS

WHEREAS, BayCare operates hospitals, ambulatory surgical centers, outpatient clinics, residential programs, and other medical facilities throughout the western coast of Florida, including: **Morton Plant Hospital Association, Inc. d/b/a Morton Plant Hospital and Morton Plant North Bay Hospital; Trustees of Mease Hospital, Inc. d/b/a Mease Countryside Hospital and Mease Dunedin Hospital; St. Anthony's Hospital, Inc.; St. Joseph's Hospital, Inc. d/b/a St. Joseph's Children's Hospital, St. Joseph's Women's Hospital, and St. Joseph's Hospital - North; South Florida Baptist Hospital, Inc.; BayCare Alliant Hospital, Inc.; BayCare Behavioral Health Inc. d/b/a The Harbor Behavioral Health Care Institute, Inc.; Behavioral Health Management Services, Inc. d/b/a BayCare Life Management, Inc.; BayCare Home Care, Inc.; SC Physicians, LLC; St. Anthony's Specialists, LLC; St. Anthony's Primary Care, LLC; Morton Plant Mease Primary Care, Inc.; and HealthPoint Medical Group, Inc.** (each, a "**Site**," and collectively, the "**Sites**").

WHEREAS, School offers various programs of study for students ("**School Programs**"), which programs are more particularly described on Attachment A (School Programs); and

WHEREAS, School desires that Students (as defined below) in the School Programs obtain experience at the Sites, and BayCare desires to provide such experience to Students (as defined below).

NOW, THEREFORE, the parties agree as follows:

ARTICLE I
DEFINITIONS

1.1 **De-Identified Information**. "De-Identified Information" means health information that does not identify an individual and with respect to which there is no reasonable basis to believe that the information can be used to identify an individual. De-Identified Information does not contain: (i) names; (ii) addresses containing more than a State and/or the first three (3) digits of a zip code; (iii) any element of a date, including date of birth and admission/discharge date; (iv) an individual's age if greater than eight-nine (89); (v) numbers (e.g., telephone, fax, social security, account, medical record, or license); (vi) e-mail addresses; (vii) full face photographs, et al. (Ref HIPAA 45 CFR §164.514).

Attachment: Consent - Bay Care Agreement (3932 : Request Approval of the Health Agreement with BayCare Health Systems, Inc.)

1.2 **Faculty Member**. "Faculty Member" means a faculty member of School who is on-site at a Site pursuant to this Agreement.

1.3 **Policies**. "Policies" means the bylaws, rules, regulations, protocols, policies, and procedures of BayCare, a Site, or a Site's medical staff.

1.4 **Student**. "Student" means a student who is participating in a School Program and who obtains training at a Site pursuant to this Agreement.

ARTICLE II
TERM

2.1 **Term**. This Agreement shall commence on the Effective Date and continue for a term of two (2) years, unless terminated sooner as provided herein. This Agreement may be renewed upon the mutual written agreement of the parties.

2.2 **Termination**. The Agreement may be terminated as follows:

(a) **Termination for Cause**. Either party shall be entitled to terminate this Agreement for cause upon thirty (30) days advance written notice to the other party; provided, however, the breaching party has not cured the breach within such thirty (30) day period. Such notice shall specify with reasonable detail the nature and extent of the breach.

(b) **Automatic Termination**. This Agreement will be terminated automatically and immediately if one of the following events occurs: (i) for a period of thirty (30) days or longer, the suspension or restriction of licenses, accreditation, certificates, or other authorities of the Sites or of School that are needed to provide services pursuant to this Agreement; (ii) inability of the Sites to operate due to: (a) loss of license or accreditation, or (b) an act of God, natural disaster, fire, strike, labor dispute, or any other reason beyond the Sites' control which results in the inability of the Sites to operate for a period of thirty (30) consecutive days; (iii) the failure of School to cooperate on a reasonable basis with BayCare's risk management, quality improvement, or peer review programs (or otherwise abide by the Policies) after School has been given at least thirty (30) days written notice from BayCare and School has then failed to take reasonable steps to ensure that such a failure does not occur in the future; and (iv) exclusion or sanction of School from a Governmental Program as set forth in Section 4.6 (Excluded Provider).

(c) **Termination without Cause**. Either party may terminate this Agreement at any time without cause and without penalty by giving the other party at least thirty (30) days prior written notice.

(d) **Effects of Termination**. Upon termination of this Agreement, neither party will have any further obligation, except: (i) each party shall be responsible for obligations incurred prior to the date of termination, (ii) each party shall be responsible for provisions of this Agreement which by their express or implied terms are intended to survive termination of this Agreement, and (iii) any Student(s) currently enrolled in a School Program shall be entitled to

Attachment: Consent - Bay Care Agreement (3932 : Request Approval of the Health Agreement with BayCare Health Systems, Inc.)

continue to participate in Site Activities (as hereinafter defined) until the end of School's then-current academic semester, under the same terms and conditions as set forth in this Agreement.

ARTICLE III
BAYCARE RESPONSIBILITIES, COVENANTS, AND AUTHORITY

3.1 Assignment. BayCare agrees that School may assign Students and Faculty Members to observe and/or obtain practice experience in programs or departments of the Sites (each, a "**Site Activity**" and collectively, the "**Site Activities**"); provided, however, that each Student and each Faculty Member must be accepted by BayCare, in its sole discretion, before he or she may participate in a Site Activity. BayCare shall not be obligated to offer any Student or Faculty Member the opportunity to participate in a Site Activity based solely on the existence of this Agreement. Each patient shall have the right to determine whether a Student or Faculty Member may participate in his or her care as a Site Activity.

3.2 Access to Sites. BayCare agrees to allow Students and Faculty Members to access the Sites in order to meet the goals and objectives of a School Program. BayCare also agrees to provide Students and Faculty Members with classroom space, subject to availability, and to permit Faculty Members and/or School clinical coordinator(s) to visit the Sites to ensure that School's educational objectives for each Student are being met.

3.3 Accessibility of Policies. BayCare shall ensure that applicable Policies are at all times accessible to Students and Faculty Members.

3.4 Responsibility for Patient Care. BayCare, at all times, shall have the sole and absolute authority to determine who will be accepted as a patient to a Site and shall have ultimate responsibility for the care and treatment of any patients of a Site.

3.5 Responsibility for Student Health and Safety. BayCare shall arrange for immediate emergency care in the event of a Student's accidental injury or illness, but shall not be responsible for any costs incurred as a result of such injury or illness, including, but not limited to, follow-up care or hospitalization.

3.6 BayCare's Removal of Students and Faculty Members. BayCare, at any time, in its sole discretion, may suspend or remove from participating in Site Activities any Student and/or any Faculty Member whose conduct or work with patients or personnel is not in accordance with the Policies and/or standards of performance.

ARTICLE IV
SCHOOL RESPONSIBILITIES, COVENANTS, AND AUTHORITY

4.1 School Program Curriculum. School shall be responsible for the content and quality of Student education at the Sites; provided, however, that BayCare shall be allowed to access the current curriculum, course objectives, and syllabus of the School Program.

Attachment: Consent - Bay Care Agreement (3932 : Request Approval of the Health Agreement with BayCare Health Systems, Inc.)

4.2 **Scheduling**. The parties shall mutually agree on the number of Students and Faculty Members who may participate in each Site Activity, on the time at which each Site Activity shall take place, and on a detailed schedule, which shall include the name and phone number of each participating Student and Faculty Member, and the dates and times of the Site Activity(ies) in which he or she will be participating. School shall only allow those Students and Faculty Members to participate who have received appropriate training and have an appropriate level of knowledge and skill. School shall create the schedule without regard to race, creed, color, sex, religion, national origin, or veteran status.

4.3 **Compliance with Policies**. School shall require each Student and Faculty Member to comply with the Policies and to participate in any orientation or educational activity as requested or required by BayCare. School shall also require each Student and each Faculty Member to comply with the terms of BayCare's Employee Health Requirements for Clinical Contractors, which is attached hereto as Attachment B (Employee Health Requirements for Students and Faculty Members), and BayCare's Team Resources Contractor Requirements, which is attached hereto as Attachment C (Team Resources Contractor Requirements for Students and Faculty Members). Upon BayCare's request, School shall provide BayCare with verification of compliance with Attachment B (Employee Health Requirements for Students and Faculty Members) and Attachment C (Team Resources Contractor Requirements for Students and Faculty Members). Notwithstanding the foregoing, BayCare shall provide the necessary compliance verification of any Student who is employed by BayCare or a Site.

4.4 **Supervision and Evaluation**. At all times during the Term of this Agreement, School shall have sole responsibility for Students and Faculty Members. School shall be responsible for providing appropriate and adequate instruction, supervision, guidance, and evaluation of its Students, and shall ensure that all procedures performed by the Students are performed under the direct supervision of a Faculty Member; provided, however, that if no Faculty Member is on-site at a Site, all procedures performed by the Students shall be performed under the direct supervision of an employee or independent contractor of BayCare. For purposes of this Section, the term "direct supervision" shall mean supervision by a health care practitioner or other applicable professional who is immediately available.

4.5 **School's Removal of Students and Faculty Members**. If School determines that a Student's or a Faculty Member's progress, conduct, or work does not meet the standards of BayCare, any Site, any Site's medical staff, or School, School shall suspend or remove the Student or Faculty Member from participating in Site Activities, and shall promptly notify BayCare of such suspension or removal.

4.6 **Excluded Provider**. School represents that neither it, nor any of its employees, agents, independent contractors, Students, or Faculty Members have: (i) been excluded, debarred, suspended or been otherwise determined to be, or identified as, ineligible to participate in any governmental program, including but not limited to, the Medicare and Medicaid Programs (collectively, the "**Governmental Program**") or is about to be excluded, debarred, suspended or otherwise determined to be, or identified as, ineligible to participate in any Governmental Program, (ii) received any information or notice, or become aware, by any means or methods, that it is the subject of any investigation or review regarding its participation in any

Attachment: Consent - Bay Care Agreement (3932 : Request Approval of the Health Agreement with BayCare Health Systems, Inc.)

Governmental Program, or (iii) been convicted of any crime relating to any Governmental Program. School agrees to notify BayCare immediately if it becomes aware of any of the foregoing information, notice, actions, or events during the Term. In the event that School is excluded from any Governmental Program, the Agreement shall immediately terminate. In the event that any of School's subcontractors, employees, Students, or Faculty Members is excluded from any Governmental Program, School must immediately remove that subcontractor, employee, Student, or Faculty Member from participating in Site Activities.

4.8 Ownership of Reports, Records, and Documents. School acknowledges that all reports, records, and supporting documents prepared in connection with this Agreement (including, but not limited to, case histories, x-ray films, and files and records of any type concerning patients consulted, interviewed, or treated or cared for by a Site, any Student, or any Faculty Member) are the sole property of BayCare, and BayCare shall be deemed the records owner of all such reports, records, and supporting documents. School shall ensure that Students and Faculty Members diligently and timely complete and sign all entries in the Sites' patient records, and not remove any such property from the Sites. BayCare acknowledges that only those records created specifically by School shall be the sole property of School.

4.9 Access to Books, Documents, and Records. Until the expiration of four (4) years after participating in Site Activities pursuant to this Agreement, School agrees, and will cause School's employees, agents, independent contractors, Students, and Faculty Members to agree, to make available upon the written request of the Secretary of Health and Human Services or the Comptroller General of the United States, or any of their duly authorized representatives, copies of this Agreement and any books, documents, records, and other data of School, and School's employees, agents, independent contractors, Students, or Faculty Members that are necessary to certify the nature and extent of costs incurred for such Site Activities. If this Agreement permits the use of subcontractors, and School carries out any of its duties under this Agreement through a subcontract with a value or cost of $10,000 or more over a twelve-month period, School will cause such subcontract to contain a clause to the effect that, until the expiration of four (4) years after participating in Site Activities pursuant to said contract, subcontractor will make available, upon written request of the Secretary of Health and Human Services or the Comptroller General of the United States, or any of their respective duly authorized representatives, copies of records of subcontractor that are necessary to certify the nature and extent of costs incurred for such Site Activities. If any such request for books, documents, and records is made, School, and School's employees, agents, independent contractors, Students, or Faculty Members are required to immediately give notice of such request to BayCare and provide BayCare with a copy of such request. School agrees, thereafter, to cooperate, and cause School's employees, agents, independent contractors, Students, or Faculty Members to cooperate, with BayCare concerning the proper response to such request. School is required to, and will cause its employees, agents, independent contractors, Students, or Faculty Members to provide BayCare or its designees with a copy of each such book, document, and record made available to the aforementioned bodies and their duly authorized representatives or to identify each such book, document, and record and grant BayCare or its designees access thereto for review and copying. In the event that School, or School's employees, agents, independent contractors, Students, or Faculty Members fail to make such books and records available to the Comptroller General or the Secretary of Health and Human Services upon

Attachment: Consent - Bay Care Agreement (3932 : Request Approval of the Health Agreement with BayCare Health Systems, Inc.)

request, and BayCare or a Site is denied reimbursement as a result of such failure, School agrees to indemnify BayCare or the Site (as applicable) for such loss of or reduction in reimbursement, subject to any sovereign immunity statutes, monetary limitations, defenses, rules, or regulations applicable to School.

ARTICLE V
CONFIDENTIALITY

5.1 Confidential Information. The parties each acknowledge that, as a result of this Agreement, they may become informed of, and have access to, valuable and confidential information of the other party, including, without limitation, pricing information, fees, budgets, charges, protocols, policies, staffing, business planning, and strategies ("**Confidential Information**"). Accordingly, except as required by law, each party and its employees, agents, independent contractors, Students, and Faculty Members will not, at any time, either during or subsequent to the Term, use, reveal, report, publish, copy, transcribe, transfer, or otherwise disclose to any person, corporation, or other entity, any of the Confidential Information of the other party without the prior written consent of the other party, with the exception of disclosure to responsible officers and employees of the party receiving the Confidential Information, state licensing agencies, the Joint Commission, and other responsible persons who are in a contractual or fiduciary relationship with the receiving party. Each party's obligations and agreements under this Section shall not apply to any Confidential Information that: (i) was known to either party prior to the disclosure by the other, (ii) is or becomes generally available to the public other than by breach of this Agreement, or (iii) otherwise becomes lawfully available on a non-confidential basis from a third party who is not under an obligation of confidence to either party.

5.2 Confidential Terms of Agreement. School will not, at any time, either during or subsequent to the Term, reveal, directly or indirectly, the terms of this Agreement to any person, corporation, or other entity without BayCare's prior written consent, except when required by law or court order or as necessary to enforce this Agreement. If BayCare gives School written consent to disclose the terms of this Agreement to School's agent, employee, Student, or Faculty Member, School shall obtain from that agent, employee, Student, or Faculty Member a confidentiality agreement containing the same terms (and imposing upon such person the same obligations with respect to the terms) as are contained herein. School shall deliver such agreement to BayCare.

5.3 HIPAA. In connection with this Agreement, School, and School's employees, agents, independent contractors, Students, and Faculty Members may receive from BayCare or a Site "protected health information" ("**PHI**"), as that term is defined in the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder (as amended) (collectively, "**HIPAA**"). School agrees to use and disclose such PHI only for purposes of participating in Site Activities under this Agreement and for other purposes allowed by HIPAA. Neither School nor School's employees, agents, independent contractors, Students, or Faculty Members may use or disclose the PHI in a manner that would violate the requirements of HIPAA. School, and School's employees, agents, independent contractors, Students, and Faculty Members may only use De-Identified Information (as defined by HIPAA and in Section 1.1 (De-Identified Information)) for the purpose of meeting the obligations outlined in the course

Attachment: Consent - Bay Care Agreement (3932 : Request Approval of the Health Agreement with BayCare Health Systems, Inc.)

objectives, curriculum, and/or course syllabus. Students may not copy, print, or remove from the Site any portion of a medical record containing individually identifiable information unless identifiable PHI is the minimum necessary required to be used outside of the Site for such purposes, and a valid HIPAA authorization, as defined in 45 CFR §164.508, is obtained prior to such use and disclosure of the PHI outside of the Site.

5.4 Request for Confidential Information or Terms. If School receives a request to disclose either Confidential Information or the terms of this Agreement under the terms of a subpoena or other order by a court of competent jurisdiction or by a governing agency, School will: (i) consult with BayCare on the advisability of taking steps to resist or narrow that request; (ii) if disclosure is required, furnish only such portion of the Confidential Information or the terms of this Agreement as School's counsel determines, in writing, that School is legally required to disclose; and (iii) cooperate with BayCare in its efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to that portion of the Confidential Information or the terms of this Agreement that is required to be disclosed.

5.5 Return of Confidential Information. All tangible Confidential Information and other documentation supplied either directly or indirectly pursuant to this Agreement, including all copies thereof, or reproductions or drawings made therefrom, shall remain the property of the disclosing party and shall be returned immediately upon written request by the disclosing party or upon expiration of this Agreement.

5.6 Breach of Confidentiality. In the event that either party breaches any of the provisions in Article V (Confidentiality), the extent of actual damages sustained will be difficult to ascertain, and compensation at law will be inadequate. Therefore, each party expressly agrees that it shall have the right to injunctive relief for breach of such provisions. The breaching party shall pay all attorneys' fees and court costs regarding any legal or equitable action that the non-breaching party takes to enforce the provisions of Article V (Confidentiality).

ARTICLE VI
INDEMNIFICATION

6.1 Indemnification by School. Subject to the provisions of Section 768.28, F.S., and its monetary limitations and defenses, School agrees to indemnify, defend, and hold harmless BayCare, as well as its officers, directors, employees, and agents and their respective successors and assigns, from any claim, damage, loss, expense, liability, obligation, action, or cause of action (including reasonable attorneys' fees and costs) that BayCare, or its officers, directors, employees, and agents or their respective successors or assigns, may or might sustain, pay, or suffer, by reason of any act, omission, or negligence of School, a Faculty Member, or a Student arising under this Agreement. BayCare and School further agree that nothing contained herein shall be construed as a waiver of sovereign immunity of the State of Florida beyond that provided in Section 768.28, F.S. Thus, if School is a state agency and cannot enter into indemnification agreements, any clause requiring indemnification by School is hereby null and void. This provision shall survive the expiration or termination of the Agreement.

Attachment: Consent - Bay Care Agreement (3932 : Request Approval of the Health Agreement with BayCare Health Systems, Inc.)

6.2 **Indemnification by BayCare**. To the extent permitted by Florida law, BayCare agrees to be fully responsible for, and agrees to indemnify and hold harmless School from and against all claims, losses, liabilities, damages, injuries, or expenses (including reasonable attorneys' fees and costs) resulting from or arising in connection with: (i) any breach by BayCare of its obligations under this Agreement, or (ii) any claim made by a third party based upon a negligent or willful act or omission by BayCare or BayCare's employees in connection with BayCare's obligations under this Agreement. This provision shall survive the expiration or termination of the Agreement.

ARTICLE VII
INSURANCE

7.1 **School's Insurance Requirement**. School shall obtain and maintain professional liability and general liability insurance in the minimum amounts of One Million Dollars ($1,000,000.00) per occurrence and Three Million Dollars ($3,000,000.00) in the aggregate per annum that provides coverage for the activities that any Student or Faculty Member participates in pursuant to this Agreement. Such insurance shall be written through an insurance company satisfactory to BayCare, which approval should not be unreasonably withheld, and evidence of professional and general liability insurance coverage shall be provided to BayCare annually unless requested earlier. School shall give BayCare thirty (30) days prior written notice to the extent School has such notice of impending cancellation or termination of such insurance and, upon cancellation or termination thereof, shall immediately notify BayCare. In the event that School maintains claims-made coverage, and School's coverage is terminated within eight (8) years of the date on which School ceases to participate or have its Students or Faculty Members participate in Site Activities pursuant to this Agreement, School shall obtain "tail coverage," or other prior acts coverage, if such coverage is available, in the amount stated above until the expiration of eight (8) years from the last date on which School, a Student, or a Faculty Member participated in a Site Activity, as contemplated by this Agreement. Failure to secure and maintain the insurance coverage required by this Section shall constitute a material default and the Agreement may be terminated by BayCare as provided in Section 2.2 (Termination). If School fails to purchase the required tail or prior acts coverage, or ensure that the alternate coverage as described herein is obtained, BayCare may, but will have no obligation to do so, purchase such tail coverage on behalf of School.

7.2 **BayCare's Insurance Requirement**. BayCare shall obtain and maintain professional liability and general liability insurance in the minimum amounts of One Million Dollars ($1,000,000.00) per occurrence and Three Million Dollars ($3,000,000.00) in the aggregate per annum that provides coverage for activities that the Sites and their employees participate in pursuant to this Agreement. Such insurance shall be written through an insurance company satisfactory to School, which approval should not be unreasonably withheld, and evidence of professional and general liability insurance coverage shall be provided to School annually unless requested earlier. BayCare shall give School thirty (30) days prior written notice to the extent BayCare has such notice of impending cancellation or termination of such insurance and, upon cancellation or termination thereof, shall immediately notify School. In the event that BayCare maintains claims-made coverage, and BayCare's coverage is terminated within eight (8) years of the date on which School ceases to participate or have its Students or Faculty

Attachment: Consent - Bay Care Agreement (3932 : Request Approval of the Health Agreement with BayCare Health Systems, Inc.)

Members participate in Site Activities pursuant to this Agreement, BayCare shall obtain "tail coverage," or other prior acts coverage, if such coverage is available, in the amount stated above until the expiration of eight (8) years from the last date on which on which School, a Student, or a Faculty Member participated in a Site Activity, as contemplated by this Agreement. Failure to secure and maintain the insurance coverage required by this Section shall constitute a material default and the Agreement may be terminated by School as provided in Section 2.2 (Termination). If BayCare fails to purchase the required tail or prior acts coverage, or ensure that the alternate coverage as described herein is obtained, School may, but will have no obligation to do so, purchase such tail coverage on behalf of BayCare.

ARTICLE VIII
FINANCIAL SUPPORT

BayCare is not responsible for financial support of the Students, the Faculty Members, or the School Programs.

ARTICLE IX
MISCELLANEOUS

9.1 Independent Contractor. School acknowledges that it is at all times acting as an independent contractor under this Agreement. Nothing in this Agreement shall be deemed to create a joint venture, partnership, agency, employment, or similar relationship. School has no authority to enter into any contract or incur any other obligation on behalf or in the name of BayCare. School will be solely responsible for all the acts, inactions, and/or claims relating to itself and its employees, agents, subcontractors, Students, and/or Faculty Members, including, but not limited to: compliance with laws governing workers' compensation, Social Security, and withholding; payment of any and all federal, state and local personal income taxes; disability insurance; unemployment; and any other taxes for such persons. Except as expressly provided for in this Agreement, BayCare will not exercise control or discretion over the manner or method by which School provides training to Students pursuant to this Agreement, provided always that such training will be provided in a manner consistent with professional standards governing that training.

9.2 Assignment. No assignment of this Agreement or the rights and obligations hereunder will be valid without the specific written consent of both parties hereto, except that this Agreement may be assigned by BayCare to a parent, affiliate (whether by contract or ownership), subsidiary, or successor in interest of BayCare.

9.3 Notices. Any notice required or permitted to be delivered under this Agreement shall be sufficient if in writing, and if delivered personally or sent by certified mail, return receipt requested and postage prepaid, to the parties at the following addresses:

If to School:

School Board of Pinellas County
301 4th Street
Largo, FL 33779
Attn: Lisa Packard

Attachment: Consent - Bay Care Agreement (3932 : Request Approval of the Health Agreement with BayCare Health Systems, Inc.)

With a copy to:	N/A
If to BayCare:	BayCare Health System, Inc. Attention: Education Services – Team Resources 16255 Bay Vista Drive Clearwater, Florida 33760
With a copy to:	BayCare Health System, Inc. Attention: Legal Services Department 16255 Bay Vista Drive Clearwater, Florida 33760

Any notice delivered in person shall be deemed delivered on the date of personal delivery. Any notice sent by certified mail shall be deemed delivered when received or in any event not later than five (5) days after deposit in the United States mail, with proper postage. Any party wishing to change such party's address from that set forth in this Section may do so by delivering written notice in compliance with the provisions of this Section.

9.4 Governing Law. This Agreement has been executed and delivered (and will be construed and enforced) in accordance with the laws of the State of Florida, without regard to Florida's conflicts of laws principles.

9.5 Venue and Jurisdiction. All disputes directly or indirectly related to this Agreement shall be litigated solely in the state and federal courts with jurisdiction over Pinellas County, Florida and no other place, and School and BayCare hereby agree to waive any jurisdictional, venue, or inconvenient forum objections to such courts. Each party waives all rights to any trial by jury in all litigation relating to or arising out of this Agreement.

9.6 Force Majeure. Neither party shall be liable for any delay or failure in performance under this Agreement deemed to be a result, directly or indirectly, of any act of God, acts of civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of public transportation, or any similar or dissimilar cause beyond the reasonable control of either party.

9.7 No Waiver. Failure by either party to insist upon the strict performance of any covenant, agreement, term, or condition of this Agreement or to exercise a right or remedy shall not operate as, or be construed to be, a waiver of any existing or subsequent breach of the same or other provision of this Agreement.

9.8 Severability. If any provision of this Agreement is deemed to be invalid or unenforceable, the remainder of the Agreement shall be valid and enforceable.

Attachment: Consent - Bay Care Agreement (3932 : Request Approval of the Health Agreement with BayCare Health Systems, Inc.)

9.9 Amendments. This Agreement may not be modified, amended, or renewed except in writing, signed by both parties.

9.10 Entire Agreement. This Agreement, and all Attachments and documents referenced herein, supersedes all previous contracts concerning the subject matter herein, and constitutes the entire agreement between the parties regarding the subject matter hereof. As between the parties, no oral statements or prior written material not specifically referenced in this Agreement will be of any force and effect.

9.11 Execution. This Agreement may be executed in one or more counterparts, each of which when so executed and delivered (whether by facsimile, e-mail, or other electronic means) shall be deemed to be an original, and all of which taken together shall constitute one and the same instrument. A facsimile, PDF, or other electronic signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed), and shall be deemed an original signature for all purposes under this Agreement.

9.12 Survival. Any provisions which remain to be performed, or by their nature are intended to be applicable, following any expiration or termination of this Agreement shall remain in full force and effect after such expiration or termination.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date.

BAYCARE HEALTH SYSTEM, INC.

By:_____
Craig Brethauer
VP - Team Resources

Date:_____

Bonnie E. Martin
Witness

SCHOOL BOARD OF PINELLAS COUNTY

By:_____
Chairperson

Name:_____

Date:_____

Attest:_____
Superintendent

Approved as to Form:

_____
School Board Attorney's Office

Attachment: Consent - Bay Care Agreement (3932 : Request Approval of the Health Agreement with BayCare Health Systems, Inc.)

ATTACHMENT A

SCHOOL PROGRAMS

The following School Programs have been approved for clinical rotations at a Site pursuant to this Agreement:

NAME OF PROGRAM	DIPLOMA/CERT/DEGREE
Student Internships – Allied Health	
Executive Internship Program	

Attachment: Consent - Bay Care Agreement (3932 : Request Approval of the Health Agreement with BayCare Health Systems, Inc.)

ATTACHMENT B

EMPLOYEE HEALTH REQUIREMENTS FOR STUDENTS AND FACULTY MEMBERS

Definitions:

"**Student**" means a student(s) who is (are) participating in a School Program and who participates in activities at a BayCare Site pursuant to this Agreement.
"**Faculty Member**" means a faculty member of the School who is on-site at a BayCare Site pursuant to this Agreement.

Responsibilities of the School: The School shall ensure that all Faculty Members and Students, prior to working at a BayCare Site, will comply with State and Federal rules and regulations and are in compliance with any criteria provided by BayCare.

i. All Students and Faculty Members in a clinical environment will:

a) Receive, or provide declination regarding, the Hepatitis B Vaccination series, and receive instruction in occupational exposure to bloodborne pathogens, protective practices to avoid contamination, and procedures for decontamination in case of exposure, or potential exposure, to infectious materials or potentially infectious materials.

b) In the case of Faculty Members, receive written direction from School in regards to authorization and follow up procedures for post exposure medical evaluation and treatment for a blood/bloody body fluid exposure. Each Faculty Member will report an exposure to School and then to BayCare Infection Control. A "Patient/Visitor Occurrence Report" should be completed. Follow up care will be provided by School's designated worker's compensation provider. After a review of the exposure details, BayCare Infection Control or their designee may facilitate patient/source testing consistent with state and federal law at no cost to the patient/source. Source patient results and other information remain confidential between the organization, authorized treating provider, and the exposed healthcare worker.

c) In the case of Students, receive written direction from School in regards to follow up procedures for post exposure medical evaluation and treatment for a blood/bloody body fluid exposure. Each Student will report an exposure to School and then to BayCare Infection Control. A "Patient/Visitor Occurrence Report" should be completed. Follow up care will be provided by the Student's or School's provider as defined by School. After a review of the exposure details, BayCare Infection Control or their designee may facilitate patient/source testing consistent with state and federal law at no cost to the patient/source. Source patient results and other information remain confidential between the organization, authorized treating provider, and the exposed healthcare worker.

Attachment: Consent - Bay Care Agreement (3932 : Request Approval of the Health Agreement with BayCare Health Systems, Inc.)

d) Be tested for Hepatitis B Antigen and Hepatitis C antibody. Any Student or Faculty Member who is positive for Hepatitis B antigen or Hepatitis C antibody, and will be performing exposure prone procedures (EPP) on patients of BayCare, shall also be required to have polymerase chain reaction (PCR) and/or viral load testing performed to determine their viral load prior to performing any EPP. The Student or Faculty Member will be required to follow the BayCare policies and procedures in regard to healthcare workers who are diagnosed with Hepatitis B or Hepatitis C. *(Reference: CDC-MMWR RR, vol. 61, No. 3; July 6 2012).*

e) Complete C.D.C. recommendations for exposure to airborne pathogens and/or other airborne contaminants if the possibility of exposure exists. This includes instruction in occupational exposure to pathogens contaminants, protective practices to avoid contamination. BayCare will provide respiratory mask fitting after proof of medical clearance is shown.

f) Provide proof of vaccination or testing for immunity to Rubella, Rubeola, Mumps and Varicella (Chicken Pox) consistent with CDC and HHS recommendations.

g) Possess documentation of a physical examination indicating they are able to physically perform the essential duties of the position, with or without reasonable accommodations, and are free of communicable disease, which could be transmitted, to a patient, visitor, or BayCare team member during the performance of their normal job duties.

h) Have completed two (2) TB Skin Tests (TST) in the previous 12-month period with the most current being within twelve (12) weeks of placement. If the Student or Faculty Member has been associated with School with no break of association and has completed the two-step TST on initial testing and annually thereafter, a current TST within the past year will be acceptable. If the Student or Faculty Member has documentation of a previously positive test, the results of a chest x-ray within 1 year will be required, as well as completion of a TB questionnaire documenting the absence of unexplained TB symptoms. School will determine frequency of re-screening for the Student or Faculty Member based on C.D.C. recommendations, but will be required annually at a minimum. After the initial chest x-ray, School should also determine if further annual x-rays are required by completing annual assessment and documentation of the student's or faculty member's respiratory (TB) status.

i) Possess a negative five (5) panel urine drug screen on file with no break in service of more than thirty (30) days. BayCare or School may require a new drug screen and/or alcohol testing at any time for reasonable suspicion. If required, School will ensure the reasonable suspicion test is performed within two (2) hours of the request and the Student or Faculty Member will not work at BayCare's facility until a negative result is determined. Positive results will be handled by School according to Florida state law and any applicable professional regulatory guidelines.

Attachment: Consent - Bay Care Agreement (3932 : Request Approval of the Health Agreement with BayCare Health Systems, Inc.)

j) Receive instruction regarding, and understand, the appropriate process to be followed in the event of injury, illness, or exposure to pathogens. BayCare assumes no responsibility for School's treatment or workers' compensation process for its Students and/or Faculty Members or for any charges arising from any Student or Faculty Member injury/illness.

k) Follow BayCare's guidelines, protocols, and procedures for Contagious Diseases and Influenza Like Illness. This includes personal protective equipment usage, proper hand washing, and exposure and symptom reporting and work status. Any School faculty or student who has any flu-like symptoms or influenza-like-illness (ILI) defined as fever greater than 100°, sore throat, cough, rhinorrhea or runny nose, congestion, vomiting and diarrhea are NOT permitted to report to any BayCare facility.

ii. Non-Clinical Students or Faculty Members will:

a) Have completed two (2) TB Skin Tests (TST) in the previous 12-month period with the most current being within twelve (12) weeks of placement. If the Student or Faculty Member has been associated with School with no break of association and has completed the two-step TST on initial testing and annually thereafter, a current TST within the past year will be acceptable. If the Student or Faculty Member has documentation of a previously positive test, the results of a chest x-ray within 1 year, will be required, as well as completion of a TB questionnaire documenting the absence of unexplained TB symptoms. School will determine frequency of re-screening for the Student or Faculty Member based on C.D.C. recommendations, but will be required annually at a minimum. After the initial chest x-ray, School should also determine if further annual x-rays are required by completing annual assessment and documentation of the student's or faculty member's respiratory (TB) status.

b) Possess a negative five (5) panel urine drug screen on file with no break in service of more than thirty (30) days. BayCare or School may require a new drug screen and/or alcohol testing at any time for reasonable suspicion. If required, School will ensure the reasonable suspicion test is performed within two (2) hours of the request and the faculty and/or student will not work at BayCare's Sites until a negative result is determined. Positive results will be handled by School according to Florida state law.

c) Receive instruction regarding, and understand, the appropriate workers' compensation process to be followed in the event of injury, illness, or exposure to pathogens. BayCare assumes no responsibility for School's treatment or workers' compensation process for a School worker or for any charges arising from any School worker's injury/illness.

d) Follow the BayCare guidelines, protocols, and procedures Contagious Diseases and Influenza Like Illness. This includes personal protective equipment usage, proper hand washing, and exposure and symptom reporting and work status. Any School worker who has any flu-like symptoms or influenza-like-illness (ILI) defined as fever

Attachment: Consent - Bay Care Agreement (3932 : Request Approval of the Health Agreement with BayCare Health Systems, Inc.)

greater than 100°, sore throat, cough, rhinorrhea or runny nose, congestion, vomiting and diarrhea are NOT permitted to report to any BayCare Site.

Attachment: Consent - Bay Care Agreement (3932 : Request Approval of the Health Agreement with BayCare Health Systems, Inc.)

ATTACHMENT C

TEAM RESOURCES CONTRACTOR REQUIREMENTS FOR STUDENTS AND FACULTY MEMBERS

Definitions:

"**Student**" means a student(s) who is (are) participating in a School Program and who participates in an activity at a BayCare Site pursuant to this Agreement.
"**Faculty Member**" means a faculty member of School who is on-site at a BayCare Site pursuant to this Agreement.

Responsibilities of the School: The School shall ensure that all School Faculty Members and Students, prior to working at a BayCare Site, will comply with state and federal rules and regulations and are in compliance with any criteria provided by BayCare

School shall:

a) Screen all Students and Faculty Members to determine qualifications and competence before making any assignment. School will provide only competent Students and Faculty Members to BayCare. Upon request, school will provide documentation of competence and certification for Students and Faculty Members.

b) Check backgrounds (including, but not limited to FDLE, employment references, education verification, and fingerprinting if applicable) and share information with BayCare upon request.

c) Send only Students and Faculty Members whose state background checks have been returned without conviction and there is no history of adjudication withheld, unless the background check has been reviewed and approved by BayCare Team Resources. State background checks should include all states worker lived in the past seven (7) years.

d) Comply with OIG sanction report requirements.

e) Provide each Student and Faculty Members with an identification badge, which must be worn while on BayCare's property.

f) Make available to BayCare, if requested, completed documentation on each Student or Faculty Member, to include:

ii) Skills checklist;
iii) Any applicable license or certification verification (to be maintained on an ongoing basis);

Attachment: Consent - Bay Care Agreement (3932 : Request Approval of the Health Agreement with BayCare Health Systems, Inc.)

iv) Verification of license for Faculty Members via primary source upon hire and upon re-licensure close to the time of the license renewal;
v) State background check information;
vi) Annual in-service educational programs;
vii) Laboratory work;
viii) Performance appraisals; and
ix) Job descriptions.

g) Provide Insurance. As described in Article VII (Insurance).

h) Provide Professional Liability/General Liability Insurance: As described in Article VII (Insurance).

i) Obtain and keep on file the necessary documents on each Student and Faculty Member required by the Immigration Reform and Control Act of 1986 to prove either U.S. citizenship or possession of legitimate work documents.

j) Allow for periodic audit by BayCare of those records pertinent to Student and Faculty Member requirements including required immunization and lab work and to such extent as is required by federal law and regulation.

k) Ensure the Students and Faculty Members understand and will be compliant with BayCare's standard to have a smoke-free environment as it pertains to each Site.

l) Provide close verbal communications with BayCare to handle any unforeseen situation that might possibly arise.

m) Upon receipt of written documentation, immediately remove any Student and/or Faculty Member, if requested by BayCare, for behavior and/or performance deemed unsatisfactory by BayCare. Students and Faculty Members will be required to comply with BayCare's policies and procedures as well as department-specific requirements.

n) Complete BayCare's annual online training program located at www.baycare.org/onlinetraining (or such other website as may be distributed to School from time to time), and if requested, provide proof of such completion to BayCare prior to placement and on an annual basis thereafter.

Attachment: Consent - Bay Care Agreement (3932 : Request Approval of the Health Agreement with BayCare Health Systems, Inc.)

Responsibilities of BayCare:

BayCare shall:

a) Not discriminate in the assignment of students on the basis of race, creed, color, national origin, sex, age, disability, citizenship status or veteran status.

b) Not "actively" recruit any personnel presently employed by School.

c) Orient Students and Faculty Members to BayCare's corporate compliance process ("Doing the Right Thing").

d) Recognize holidays as being New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas.

Attachment: Consent - Bay Care Agreement (3932 : Request Approval of the Health Agreement with BayCare Health Systems, Inc.)

04/09/13 10:30 AM
Regular School Board Meeting
301 Fourth Street SW
Largo, FL 33770

Pinellas County Schools

ADOPTED

REQUEST FOR APPROVAL (ID # 3907)

April 9, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval to Acknowledge and Accept the Change of Condition for Three Rooms at Southside Fundamental Middle School (112), Allowing the Site and Buildings to be Declared Unnecessary for Educational Purposes

BACKGROUND:
Pinellas County Educational Plant Survey was completed in June 2010 and included remodeling recommendations for Southside Fundamental Middle School. This school has been listed as a Capital Outlay Classification C-3 for many years. Present available data reflects it as having been unsatisfactory, except for three rooms, since before 1969. A school listed as C-3 is unsatisfactory in one or more major aspects. Generally: inadequate site or declining enrollment where the needs of students may be better and more economically served at other educational plants; and abandoned educational plants not currently housing students.

This agenda item will allow the district to acknowledge and accept the Florida Department of Education's (FLDOE) revision of Florida Inventory of School Houses (FISH), declaring Southside Fundamental Middle School's three satisfactory rooms as unsatisfactory. This change of condition was executed by FLDOE on March 15, 2013 for Building 1, Rooms 043A (covered walk) and 043B (custodial service closet) as well as Building 5, Room 050 (flammable storage). The action taken by FLDOE revises FISH to reflect zero student stations and all spaces as unsatisfactory.

Approval of this action affords the statutory required authorization, by resolution of the board, allowing Southside Fundamental Middle School to be declared unnecessary for educational purposes. Refer to additional board agenda items: "Request Approval for the Resolution to Designate the Closed Southside Fundamental Middle School Unnecessary for Educational Purposes and Release it for Sale" and "Request Approval to Enter Into an Agreement With University Preparatory Academies, Inc. for the Sale of the Closed Southside Fundamental Middle School".

STRATEGIC DIRECTION: Managing Productive Systems

ALTERNATIVES:
1. Approve change of condition.
2. Do not approve change of condition.

RECOMMENDATION:
Alternative No. 1 is recommended.

RATIONALE:

Based on input from the school district and action by FLDOE staff, this change allows the opportunity to sell this 5.83 acre property, including buildings 1, 2, 3 and 5, along with the removal of 674 unsatisfactory student stations from FISH, better meeting the needs of the Pinellas County School District.

IMPACT STATEMENT:
The approval of this change has no direct financial impact.

DATA SOURCE:
Franklin G. Frail, Educational Specifications Specialist
Mark W. Jeter, FLDOE Educational Consultant, District Surveys
Cynthia Dzien, General Manager, Planning
Karen L. Coffey, Executive Director Budget and Resource Allocation
Debbie Forster, Real Estate Analyst

SUBMITTED BY:
Michael Bessette, Associate Superintendent, Operational Services

04/09/13 10:30 AM
Regular School Board Meeting
301 Fourth Street SW
Largo, FL 33770

Pinellas County Schools

ADOPTED

REQUEST FOR APPROVAL (ID # 3908)

April 9, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval for the Resolution to Designate the Closed Southside Fundamental Middle School Unnecessary for Educational Purposes and Release it for Sale, Contingent Upon School Board's Approval of Charter School Agreement With University Preparatory Academies, Inc.

BACKGROUND:
The land for the Southside Fundamental Middle School was acquired in 1926 and the facility was closed in 2009. The school sits on 5.8 acres. No substantial renovations have been performed on the buildings and they can no longer be safely occupied. The Capital Outlay classification is currently a C-3, not recommended for continued use as stated in the board agenda item: Request Approval of Supplemental Survey for Southside Fundamental Middle School (112), found elsewhere on the agenda.

STRATEGIC DIRECTION: Managing Productive Systems

ALTERNATIVES:
1. Approve the request for the Resolution and authorize the Superintendent, School Board Attorney or designee to coordinate the release of this property as-is for sale and authorize the Superintendent, School Board Attorney or designee to execute the agreement for sale of the property on behalf of the School Board, close the transaction or extension thereof, and disburse funds for closing costs associated with the sale of this property. This approval is contingent upon School Board's approval of the Charter School Agreement with University Preparatory Academies, Inc., in the Non-Consent Agenda of today's meeting.
2. Do not approve the request.

RECOMMENDATION:
Alternative No. 1 is recommended.

RATIONALE:
Because of the building conditions, the school district has no plans to use or expend funds on this facility. It would take a large amount of money to bring it into acceptable condition. Currently it is costing the district approximately $8,600.00 per year for electric and phone for Sonitrol, monthly water meter charges, monitoring the site for vandalism, as well as boarding up broken windows and removing graffiti as necessary. The selling of the site will eliminate potential demolition or liability exposure. It is in the best interest of the public to sell this unused property to support on-going educational efforts of the school board.

IMPACT STATEMENT:

The selling of the Southside Fundamental Middle School does not require any commitment of funds by the School Board but rather will net the school district the purchase price of the property, less closing costs.

DATA SOURCE:
David Koperski, School Board Attorney
Debbie Forster, Real Estate Analyst
Franklin G. Frail, Educational Specifications Specialist

SUBMITTED BY:
Michael Bessette, Associate Superintendent, Operational Services

ATTACHMENTS:

- Resolution for Southside Mid (PDF)

Resolution

THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

THE SCHOOL BOARD OF PINELLAS COUNTY, Florida, a body corporate under Florida Statutes (the "Board"), does hereby adopt the following Resolution:

WHEREAS, the Board is the governing body of the Pinellas County School District and constitutes a body corporate pursuant to section 1001.40, F.S.; and

WHEREAS, pursuant to sections 1001.42 and 1013.28, F.S, the Board has the power to control property and convey the title to real and personal property and to declare a property unnecessary for educational purposes and to adopt and provide for the execution of plans for the establishment, organization and operation of the schools of the Pinellas County School District; and

WHEREAS, in compliance with its statutory duties under section 1001.42(4)(b), F.S., the Board has the power to provide for the elimination of school centers and consolidation of schools; and

WHEREAS, the Board has closed the Southside Fundamental School, as shown on Schedule "A", with no plan to repopulate the school; and

WHEREAS, the condition of the property is deteriorating since it is no longer operational and could become a liability concern for the district; and

WHEREAS, the Board has determined it is in the best interest of the public to sell this unused property to support on-going educational efforts of the School Board (see section 1013.28(1)(a), F.S.);

NOW, THEREFORE, BE IT RESOLVED:

1. Those matters set forth in the foregoing recitals are hereby adopted, ratified and found;

2. After consideration of the factors described in the foregoing recitals, the Board designates the property described on Schedule "A" unnecessary for education purposes; and

3. The Superintendent is hereby authorized and directed to accept purchase offers for the property described in Schedule "A" consistent with all applicable statutes and laws of the State of Florida, including but not limited to Chapters 1001 and 1013, F.S.; and to recommend appropriate action to the Board.

Attachment: Resolution for Southside Mid (3908 : Resolution to Designate Southside Fund. Unnecessary for Ed.)

IN WITNESS WHEREOF, the undersigned School Board of Pinellas County, Florida adopts this Resolution effective this _____ day of _____, 2013.

THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

By: _____
Chairperson

BOARD (SEAL)

Attest: _____
Superintendent

Approved as to Form:

David Koperski
_____
School Board Attorney

Attachment: Resolution for Southside Mid (3908 : Resolution to Designate Southside Fund. Unnecessary for Ed.)

Schedule "A"

THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

Parcel Number:

25-31-16-84492-000-0010

Attachment: Resolution for Southside Mid (3908 : Resolution to Designate Southside Fund. Unnecessary for Ed.)

04/09/13 10:30 AM
Regular School Board Meeting
301 Fourth Street SW
Largo, FL 33770

Pinellas County Schools

ADOPTED

REQUEST FOR APPROVAL (ID # 3910)

April 9, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval to Enter Into an Agreement With University Preparatory Academies, Inc. for the Sale of the Closed Southside Fundamental Middle School, Contingent Upon School Board's Approval of Charter School Agreement With University Preparatory Academies, Inc.

BACKGROUND:
The land for the Southside Fundamental Middle School was acquired in 1926 and the facility was closed in 2009. The school sits on a 5.8 acre parcel of land and is located at 1701 10th Street South, St. Petersburg, Florida. The classification is currently C-3, not recommended for continued use, and the School Board has been asked elsewhere in the agenda to give approval to the Resolution to designate the property unnecessary for educational purposes and release it for sale.

STRATEGIC DIRECTION: Managing Productive Systems

ALTERNATIVES:
1. Approve the sale of Southside Fundamental Middle to University Preparatory Academies, Inc. and authorize the School Board Attorney to close the transaction. This approval is contingent upon School Board's approval of the Charter School Agreement with University Preparatory Academies, Inc., in the Non-Consent Agenda of today's meeting.
2. Do not approve the sale of the property.

RECOMMENDATION:
Alternative No. 1 is recommended.

RATIONALE:
The selling of the property 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 $1,100,000, less closing cost.

DATA SOURCE:
David Koperski, School Board Attorney
Franklin G. Frail, Educational Specifications Specialist
Debbie Forster, Real Estate Analyst

SUBMITTED BY:
Michael Bessette, Associate Superintendent, Operational Services

ATTACHMENTS:

- Sales K Southside UPA 040213 (PDF)

AGREEMENT FOR PURCHASE OF PROPERTY

THIS AGREEMENT made and entered into the _____ day of _____, 20__ between the **SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA,** hereinafter referred to as **"Seller" or "PCSB",** and **UNIVERSITY PREPARATORY ACADEMIES, INC.**, hereinafter referred to as **"Buyer."**

1. **DESCRIPTION OF THE PROPERTY:** In consideration of the payment hereinafter agreed to be paid by the Buyer to the Seller, and in consideration of the covenants of the respective parties hereto, each to the other to be performed by them at the time and in the manner hereinafter provided, the **Seller does hereby agree to sell and the Buyer does hereby agree to buy "As Is"** the following property located in Pinellas County, Florida and legally described as:

ADDRESS (LOCATION): 1701 10th Street South, St. Petersburg, FL, and adjoining property

LEGAL DESCRIPTION: *(See attached Exhibit A, pages 1 and 2.)*

2. **PURCHASE PRICE: Seller agrees** to sell the above described Property for the Purchase Price of $1,100,000.00.

Purchase Price	$1,100,000.00
Deposit to be Paid upon Vote of Approval by PCSB	$ 10,000.00
Total Paid by Buyer at Closing	$1,090,000.00

This transaction is payable in cash at closing, less any Buyer's credits that shall be applied as advance payment toward the purchase price and shall be deducted therefrom at closing. If the closing does not occur due to no fault of the **Seller**, **Buyer** shall be refunded the deposit, less any title or other closing costs incurred by **Seller**; otherwise, **Buyer** shall be refunded the full deposit.

Property of Buyer

Any items not specifically mentioned herein to be removed by Seller shall become the property of the Buyer and are included in the contract price for purchase of property.

3. **CONTINGENCIES:** In addition to any other term of this Agreement, this Agreement is contingent upon the following:

A. The sale will be contingent upon a charter school contract for UPA being approved by the Pinellas County School Board no later than the meeting of April 9, 2013. If a charter contract is not approved by PCSB on or before April 9, 2013 in a form acceptable to UPA, any contract to purchase the Southside Site will expire.

B. The contract and offer expire, unless accepted by PCSB, by majority vote of the School Board, on or before April 9, 2013. Closing will occur within ten (10) days thereafter, or before April 19, 2013.

4. **TIME FOR ACCEPTANCE/EFFECTIVE DATE:** If this Contract is not executed by the **Seller** on or before April 10, 2013 and by the **Buyer** on or before April 2, 2013, it shall be null and void. The date of Contract ("Effective Date") shall be the date when the Contract is approved and executed by both the **Buyer** and **Seller**.

5. **CLOSING DATE:** This transaction shall be closed and the deed and all other closing papers delivered 10 days after the satisfaction of the contingencies, on or before April 19, 2013, unless otherwise extended in writing by **Buyer** and **Seller** or their representative.

Attachment: Sales K Southside UPA 040213 (3910 : Agreement - University Preparatory Academy/Southside Fund.)

6. **POSSESSION:** **Seller** represents that sole possession of the premises herein described shall pass to **Buyer** at closing.

7. **EVIDENCE OF TITLE:** On or before April 12 , 2013, **Seller** shall, at **its own expense,** deliver to **Buyer** or **Buyer's** attorney, a title insurance commitment issued by a Florida licensed title insurer agreeing to issue to **Buyer**, upon recording of the deed to **Buyer**, an owner's policy of title insurance in the amount of the purchase price, insuring **Buyer's** good and marketable title to the property, subject only to those standard exceptions appearing in the owner's title policy which, from **Buyer's** standpoint, do not unduly affect title, and those items which shall be discharged by **Seller** at or before closing. **Buyer** shall have two (2) days from date of receiving title commitment to examine same. If title is found defective, **Buyer** shall immediately notify **Seller** in writing via email to the School Board Attorney specifying defect(s), or the same shall be deemed to have been accepted by **Buyer**. If said defects render title uninsurable, **Seller** will have two (2) days from receipt of notice within which to remove said defect(s), and if **Seller** is unsuccessful in removing them within said time, **Buyer** shall have the option of either accepting the title as it is then, or **Buyer** and **Seller** shall be released, as to one another, of all further obligations under this Contract. However, **Seller** agrees that **Seller** will, if title is found to be uninsurable, use diligent effort to correct the defect(s) in title within the time provided therefore, including the bringing of necessary suits.

8. **UPDATED TITLE COMMITMENT:** **Buyer** shall have been furnished with the Title Commitment, as required by Section 7 of this Agreement, and such commitment shall be updated **at Seller's expense** at closing with such update showing no change in the status of title as previously approved by buyer.

9. **CLOSING DOCUMENTS:** **Seller** shall furnish to **Buyer**, at least seven (7) days prior to closing, copies of all deeds, affidavits, closing statements, or other documents which will be executed and delivered by **Seller** at such closing, which documents shall be subject to the reasonable approval of **Buyer's** attorney.

10. **INGRESS AND EGRESS:** **Seller** warrants that there is ingress and egress to the property.

11. **EXPENSES:** Values for recording purposes shall be the price set out herein.

A. Seller will assume responsibility for documentary stamps on deed and the fees for recording the deed.

B. Seller will pay for the title insurance.

C. Buyer will pay for any survey and all other expenses of closing.

12. **PRORATIONS:** Taxes shall be prorated as of the date of closing.

13. **DOCUMENTS FOR CLOSING:** **Seller** shall furnish Closing Statement, and **Buyer** shall provide payment in cash at closing. Upon the **Buyer** meeting the terms of purchase, the **Seller** will promptly execute and deliver to the **Buyer** a general warranty deed conveying the property to the **Buyer**. The property shall be free and clear of all liens and encumbrances.

14. **PLACE OF CLOSING:** Closing shall be held in the county wherein the property is located, at the School Board Attorney's Office, or at the office of a designated closing agent as agreed by **Seller** and **Buyer**.

15. **TIME:** Time is of the essence of this Contract. Any reference herein to time periods of less than six (6) days shall, in the computation thereof, exclude Saturdays, Sundays and legal holidays, and any time period provided for herein which shall end on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. of the next full business day.

16. **RESTRICTIONS, EASEMENTS, LIMITATIONS:** The **Buyer** shall take title subject to restrictions in matters appearing on the plat or otherwise common to any subdivision and public utility easements of record.

Attachment: Sales K Southside UPA 040213 (3910 : Agreement - University Preparatory Academy/Southside Fund.)

17. **REQUESTS FROM THE CITY:** PCSB will cooperate with all pre-closing requests regarding permitting, surveying, etc. and will cooperate in any pre-closing requests or proposals made by UPA to the City of St. Petersburg for the use of the City's adjoining property. After closing, PCSB will not oppose, either directly or indirectly, such requests or proposals made to the City by UPA.

18. **SUCCESSORS AND ASSIGNS:** The covenants, provisions and agreements herein contained shall in every case be binding on and inure to the benefit of the parties hereto, respectively, and their respective heirs, executors, administrators, successors, and assigns.

19. **OTHER AGREEMENTS:** No prior or present agreements or representations shall be binding upon **Buyer** or **Seller** unless included in this Contract. No modification or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the party or parties to be bound thereby. Typewritten or handwritten provisions inserted herein or attached hereto as addenda shall control all printed provisions of this Contract in conflict therewith.

20. **RELATIONSHIP OF THE PARTIES:** Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or a partnership or joint venture between the parties hereto, it being understood and agreed that neither the method of computation of purchase price, nor any other provision contained herein, nor any acts of the parties herein shall be deemed to create any relationship between the parties hereto other than the relationship of **Buyer** and **Seller**. Whatever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

21. **BROKERAGE COMMISSIONS:** Each party represents to the other that no person or firm has acted as broker in this transaction. The parties hereby agree that if any claims for brokerage commissions or fees are ever made against either party in connection with this transaction, all such claims shall be handled and paid by the party whose actions are the basis for such claims for brokerage commissions. The provisions of this section shall survive the closing and the delivery of the deed and other related documents.

22. **SOIL TESTS:** Buyer and its agent and representatives shall be entitled to enter upon the property for inspection, soil test, including soil lead tests, examination and land-use planning prior to the closing. Such entry and testing on the property shall not interfere with the **Seller's** use of the property. **Buyer** hereby holds **Seller** harmless from any damages or liabilities, including attorney's fees, arising from injuries caused by **Buyer**, its agents or representatives in pursuing the property inspection, soil testing and planning activities, etc. permitted under this Section of the said Contract.

23. **ENGINEERING PLANS AND STUDIES:** Upon the execution of this Contract, **Seller** shall furnish to **Buyer**, for copying at **Buyer's** sole expense, all engineering plans and surveys which **Seller** has, if any, relating to the property, and all such information may be used by **Buyer** in such manner as it desires, provided that in the event **Buyer** fails to purchase the property for any reason, all such information shall be returned to **Seller** together with any information that **Buyer** may have compiled with respect to the property.

24. **WARRANTIES AND REPRESENTATIONS:**

A. **Seller** represents and warrants that to the best of **Seller's** knowledge, the property has not been used by any prior owner in the past as a hazardous waste or toxic chemical storage facility (including any underground storage tanks) or dump site. **Seller** further represents and warrants that the property is not now being used and has not been used by **Seller** or, to the best of **Seller's** knowledge, by any prior owner in the past as a garbage dump or landfill area. Seller further represents and warrants that the property has been exempt from ad valorem real estate taxes and that no unpaid taxes or assessments of any type are outstanding.

B. **Seller** further represents that to the best of **Seller's** knowledge, during the period of **Seller's** ownership, that toxic chemicals, hazardous substances (including hazardous wastes) or substances likely to infiltrate the soil or groundwater have not been spilled or buried on the subject sites.

Attachment: Sales K Southside UPA 040213 (3910 : Agreement - University Preparatory Academy/Southside Fund.)

C. **Seller** represents and warrants that to the best of **Seller's** knowledge, the property is not in violation of any federal, state or local law, rule, ordinance or regulation relating to hazardous substances or wastes, or to environmental conditions on, under or about the property, including, but not limited to, soil and groundwater condition.

25. **CONDEMNATION PENDING OR THREATENED:** The **Seller** warrants there is no pending or threatened condemnation or similar proceeding affecting the property or any portion thereof, nor has **Seller** knowledge that any such action is presently contemplated by parties other than the **Buyer**.

26. **COMPLIANCE WITH LAWS:** To **Seller's** knowledge, **Seller** has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to and affecting the property. Performance of this Contract will not result in any breach of, or constitute any default under, or result in the imposition of any lien or encumbrance upon the property under any agreement or other instrument to which **Seller** is a party or by which **Seller** or the property might be bound.

27. **PENDING LITIGATION:** **Seller** warrants that there are no legal actions, suits or other legal or administrative proceedings affecting the property or any portion thereof, nor has **Seller** knowledge that any such action is presently contemplated.

28. **RISK OF LOSS:** The risk of loss or damage to said premises by fire or otherwise, until the delivery of the deed or conveyance, is assumed by the **Seller**, unless any fire or other event is caused by **Buyer** or its agent(s).

29. **MAINTENANCE/INSPECTION OF PROPERTY:** The **Seller** and **Buyer** agree that all property sold under this Contract is being sold in an "As Is" condition and the grounds will be maintained between the date of this Contract and the date of closing in the condition as they existed on the date of this Contract, ordinary wear and tear excepted.

30. **DEFAULT OF BUYER OR SELLER:** If the **Buyer** fails to perform this Contract within the time specified, **Seller,** at its option, may proceed in equity to enforce his rights under the Contract or releases all parties from all obligations under this Contract. If **Seller** fails, for any reasons other than failure to render his title marketability after diligent effort, to perform this Contract, the **Buyer** may seek specific performance without waiving any action for damages resulting from **Seller's** breach. Failure or refusal of **Buyer** or **Seller** to execute the deed and other documents required hereunder shall be deemed default on the part of the **Buyer** and **Seller**.

31. **MISCELLANEOUS PROVISIONS:** This Contract may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and the same Contract. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender and the neuter, and vice versa. In case any one or more of the provisions contained in this Contract shall for any reason be held to the invalid, illegal or unenforceable in any respect, such invalidity, illegality or illegal or unenforceable provision had never been contained herein. The parties hereby agree that each has played an equal part in the negotiations and drafting of this Contract, and in the event any ambiguities should be realized in the construction or interpretation of this Contract, the result of those ambiguities shall be equally assumed and realized by each of the parties to this Contract. The waiver of one or more defaults by any party to this Contract shall not be deemed a waiver of any subsequent default of that provision of the Agreement, or of a default under any other provision of this Contract.

32. **ASSIGNMENTS:** **Buyer** may assign its rights under this contract to any affiliated entity as **Buyer**, in its sole discretion, deems necessary or appropriate to satisfy its legal and financial circumstances.

33. **NOTICES:** Any notice to be given or to be served upon any party hereto, in connection with this Contract, must be in writing and may be given by certified mail, and shall be deemed to have been given and received when a certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail; and, if given otherwise than by certified mail, it shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Such notices shall be given to the parties hereto at the following address:

Attachment: Sales K Southside UPA 040213 (3910 : Agreement - University Preparatory Academy/Southside Fund.)

FOR SELLER:

David Koperski, School Board Attorney
Pinellas County School Board
301 4th Street Southwest
Largo, FL 33770
Email: koperskid@pcsb.org

FOR BUYER:

Cheri Shannon, President
University Preparatory Academies, Inc.
401 East Las Olas Boulevard #130-536
Ft. Lauderdale, FL 33301
Email: cshannon@upaflorida.org

Copy to: Guy M. Burns
403 E. Madison St., Ste. 400
Tampa, FL 33602-4614

THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.

Attachment: Sales K Southside UPA 040213 (3910 : Agreement - University Preparatory Academy/Southside Fund.)

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Real Estate Contract the day and year first above written.

SELLER

School Board of Pinellas County, Florida

WITNESS: _____
Witness

By: _____
Chairperson

Print Name: Michael A. Grego, Ed.D.
Superintendent

Print Name: Carol J. Cook

Date: _____

Approved As To Form:
_____
School Board Attorneys Office

BUYER

University Preparatory Academy, Inc.

WITNESS: _____
Witness

By: Cheri Shannon

Print Name: _____

Print Name: Cheri Shannon, President

WITNESS: _____
Witness

Date: April 2, 2013

Print Name: _____

Attachment: Sales K Southside UPA 040213 (3910 : Agreement - University Preparatory Academy/Southside Fund.)

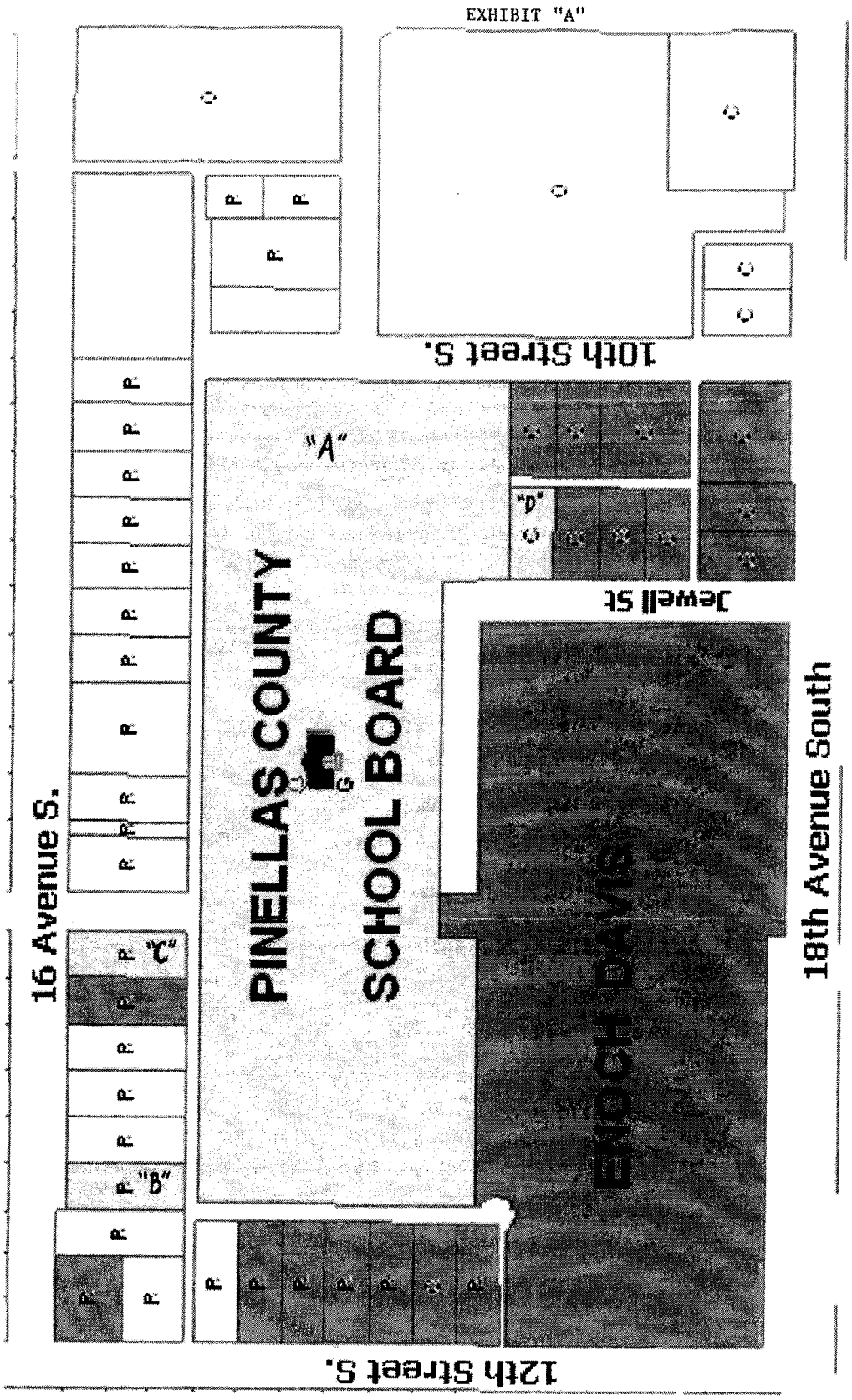


Exhibit A – Page 1

Attachment: Sales K Southside UPA 040213 (3910 : Agreement - University Preparatory Academy/Southside Fund.)

PARCEL "A":

Parcel No.:	25/31/16/84492/000/0010
Site Address:	1701 10th Street South, St. Petersburg, FL
Plat / Page:	019 / 072
Legal:	South Side Junior High School-School Site Un Numbered Lot, as recorded in Plat Book 19, Page 72, of the Public Records of Pinellas County, FL.
Land Area:	253,760 SF MOL or 5.82± acres

PARCEL "B":

Parcel No.:	25/31/16/40734/008/0060
Site Address:	16th Avenue South, St. Petersburg, FL
Plat / Page:	0H7 / 018
Legal:	Lot 6, Block 8, Less the North 10 feet thereof conveyed to the City of St. Petersburg for street purposes, Revised Map of Hollywood Addition, according to the Plat thereof, as recorded in Plat Book 7, Page 18 of the Public Records of Hillsborough County, Florida, of which Pinellas County was formerly a part. Being the same property as conveyed in O.R. Book 5072, page 1139, Public Records of Pinellas County, FL.

PARCEL "C":

Parcel No.:	25/31/16/40734/008/0010
Site Address:	16th Avenue South, St. Petersburg, FL
Plat / Page:	0H7 / 018
Legal:	Lot 1, less the North ten (10) feet thereof, Block 8, Hollywood Addition, according to the Plat thereof; as recorded in Plat Book 7, Page 18 of the Public Records of Hillsborough County, Florida, of which Pinellas County was formerly a part.

PARCEL "D":

Parcel No.:	25/31/16/87084/000/0010
Site Address:	1701 Jewell Street South, St. Petersburg, FL
Plat / Page:	001 / 017
Legal:	Lot 1, Sunnyside Sub., according to the plat thereof recorded in Plat Book 1, Page 17, Public Records of Pinellas County, Florida.

Attachment: Sales K Southside UPA 040213 (3910 : Agreement - University Preparatory Academy/Southside Fund.)

04/09/13 10:30 AM
Regular School Board Meeting
301 Fourth Street SW
Largo, FL 33770

Pinellas County Schools

ADOPTED

REQUEST FOR APPROVAL (ID # 3909)

April 9, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval of a License Agreement With Pinellas County to use the County's Right-of-Way for Parking Area Improvements at Plumb Elementary School

BACKGROUND:
The school district wishes to improve the parking lot, parent pick-up and bus loop at Plumb Elementary School to relieve the congested traffic on Lakeview Road. Pinellas County has a right-of-way area adjacent to the school site that the school district will need to use to complete the project.

STRATEGIC DIRECTION: Safe Learning Environment

ALTERNATIVES:
1. Approve the requested easement.
2. Do not approve the requested easement.

RECOMMENDATION:
Alternative No. 1 is recommended.

RATIONALE:
Approval of the requested License Agreement will allow the school district to design, construct and maintain a parking area, five driveway connections, a bus loop, pedestrian crosswalks and a storm water collection system.

IMPACT STATEMENT:
Granting the License Agreement does not require any commitment of funds by the School Board.

DATA SOURCE:
David Koperski, School Board Attorney
Debbie Forster, Real Estate Analyst
Nick Hriciga, Technical Projects Coordinator
Gene Crosson, Pinellas County Utilities Field Inspector
Chuck Lane, City of Clearwater Real Estate Services Manager

SUBMITTED BY:
Michael Bessette, Associate Superintendent, Operational Services

ATTACHMENTS:

- PC.Plumb.LicenseAgr (PDF)

LICENSE AGREEMENT
Parking Area

THIS LICENSE AGREEMENT, hereinafter referred to as "License," is made this _____ day of _____, 20____, between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY," and the SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA, hereinafter referred to as "SCHOOL BOARD" (collectively the "Parties").

WITNESSETH:

WHEREAS, COUNTY has an interest in Lakeview Road located in the City of Clearwater; and

WHEREAS, the SCHOOL BOARD wishes to design, construct and maintain a parking area, five driveway connections, a bus loop, pedestrian crosswalks and a storm water collection system; and

WHEREAS, COUNTY and SCHOOL BOARD, believe construction of this parking area will benefit the citizens;

NOW, THEREFORE, for good and valuable consideration the receipt and adequacy of which is hereby acknowledged, and the promises and covenants contained herein, the Parties agree as follows:

1. PREMISES: In consideration of the covenants of the respective Parties hereto, each to the other to be performed by them at the time and in the manner hereinafter provided, COUNTY grants permission to SCHOOL BOARD to use County right-of-way located in the City of Clearwater, within Pinellas County, Florida, legally described and hereinafter, referred to as "Premises," as detailed in Exhibit "A" attached hereto and incorporated herein.

2. USE: SCHOOL BOARD shall use Premises for the purposes of the design, construction and maintenance of a parking area, five driveway connections, a bus loop, pedestrian crosswalks and a storm water collection system. The grant of this License shall restrict the right of the SCHOOL BOARD in the use of the rights-of-way areas adjacent to the premises to the extent that no new structures (which excludes pavement, curbing, fences/walls, dumpster pads, etc.) or

Attachment: PC.Plumb.LicenseAgr (3909 : License Agreement - Pinellas County/Plumb Elementary)

trees shall be allowed on the rights of way areas. A 5'-0" wide concrete sidewalk for public use will be constructed along the centerline of the Lakeview Road right-of-way adjacent to the existing roadway. An on-site stormwater pond will be permitted through SWFWMD and then constructed by the SCHOOL BOARD. The SCHOOL BOARD will identify and protect all of the utilities that currently exist within the project limits, and additional design features will be considered to ensure the preservation of the COUNTY's existing underground drainage pipes that will remain in place. Should damages occur to the COUNTY's existing underground drainage pipes as a result of the implementation and/or use of this License, the SCHOOL BOARD will be liable for the costs of any repair. Additionally, COUNTY shall not be liable to the SCHOOL BOARD for any damages or repairs to any SCHOOL BOARD improvements on the Premises which result from the COUNTY needing to access, maintain, repair or replace its pipes and/or right-of-way. SCHOOL BOARD further covenants that said Premises during the continuance of the License, shall be used solely for the purposes described herein, and for no other purpose or purposes, without the written consent of COUNTY. SCHOOL BOARD shall not allow Premises to be used for activities that are prohibited in all COUNTY-owned or COUNTY-occupied buildings or land under the provisions of Federal, State or local laws, rules, regulations or ordinances. The COUNTY retains the right to authorize use of the rights-of-way by private and other public utilities or entities as needed to provide service or facilities as deemed necessary or appropriate by the COUNTY. All improvements shall adhere to the requirements of the COUNTY'S right-of-way Use Permit process.

3. TERM. The initial term of this License shall be for five (5) years ("Initial Term") and will begin upon full signature by all Parties.

4. RENEWAL. Unless terminated early or revoked as set forth herein, this License shall renew for up to five (5) additional five (5) year terms, hereinafter ("Renewal Term").

5. REVOCATION: At any time, the COUNTY may revoke this License, without cause by providing written notification to the SCHOOL BOARD within one hundred eighty (180) days prior to such revocation.

6. MAINTENANCE: SCHOOL BOARD shall keep said Premises and other improvements thereon in a clean, neat, orderly, sanitary, and safe condition.

7. INDEMNIFICATION: Subject to the monetary limitation and defenses of Section 768.28, F.S., SCHOOL BOARD covenants and agrees that it will indemnify and hold harmless

Attachment: PC.Plumb.LicenseAgr (3909 : License Agreement - Pinellas County/Plumb Elementary)

COUNTY and all of COUNTY'S officers and employees from any claim, loss, damage, cost, charge or expense, arising out of any act, action, neglect or omission by SCHOOL BOARD, its officers, employees, agents, contractors, or subcontractors during the performance of this License, and any extensions thereof, whether direct or indirect, and whether to any person or property to which COUNTY or said Parties may be subject including COUNTY'S costs and attorneys fees incurred in defending such claims, except that neither SCHOOL BOARD nor any of its officers, agents, employees, contractors or subcontractors will be liable under this section for damages, or the portion thereof, arising out of injury or damage to persons or property directly caused by or resulting from the negligence of COUNTY or any of its officers or employees.

8. INSURANCE: See Exhibit "B" attached hereto and made a part hereof.

A. Comprehensive General Liability including, but not limited to, Independent Contractor, Contractual, Premises/Operations, and Personal Injury covering liability assumed under indemnification provisions of this License, with limits of liability for personal injury and/or bodily injury, including death, of not less than $1,000,000 each occurrence; and property damage of not less than $500,000, each occurrence. (Combined single limits of not less than $1,000,000 each occurrence, will be acceptable.) Coverage shall be on an "occurrence" basis. Coverage to include explosion, collapse and underground coverage.

B. Comprehensive Automobile and Truck liability covering owned, hired, leased, rented or borrowed vehicles with minimum limits of $1,000,000 for bodily injury, including death, each occurrence, and property damage of not less than $100,000 each occurrence. (Combined Single Limits of not less than $1,000,000 each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards. Applicable deductibles not to exceed $500,000 shall be the sole responsibility of SCHOOL BOARD.

C. Workers' Compensation and Employers' Liability, where applicable, in at least the limits required by Florida law, and Employers' Liability, where applicable, shall be the sole responsibility of SCHOOL BOARD under its Self-Insurance Program, fully qualified under Florida State Statute 440.

D. An updated certificate of insurance shall be filed annually upon the insurance expiration date to the Real Property Division, 509 East Avenue South, Clearwater, FL 33756.

Attachment: PC.Plumb.LicenseAgr (3909 : License Agreement - Pinellas County/Plumb Elementary)

SCHOOL BOARD shall notify COUNTY within twenty-four (24) hours after receipt of any notice of expiration, cancellation, non-renewal or material change in coverage. Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of SCHOOL BOARD. Pinellas County Board of County Commissioners shall be endorsed to the required policy or policies as an additional insured, except for Workers' Compensation. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self Insured Retentions of whatever nature.

E. SCHOOL BOARD shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to contractors, or subcontractors.

9. LIABILITY OF SCHOOL BOARD: All property of any kind that may be on Premises during continuance of this License shall be at the sole risk of SCHOOL BOARD and COUNTY shall not be liable to SCHOOL BOARD, its employees, contractors, subcontractors, or any other person for any injury, loss, or damage to property to any person on said Premises.

10. NOTICES: Official correspondence and other documentation required under this License shall be forwarded to COUNTY at the following address:

Real Estate Management Department
Real Property Division
509 East Avenue South
Clearwater, FL 33756

All notices to COUNTY shall be forwarded to the foregoing addresses by registered or certified mail, return receipt requested unless SCHOOL BOARD is notified otherwise in writing. All notices given to SCHOOL BOARD hereunder shall be forwarded to the following address:

Pinellas County School Board
Attn: Real Estate Department
Walter Pownall Service Center
11111 S. Belcher Road
Largo, FL 33773

by registered or certified mail, return receipt requested unless COUNTY is notified otherwise in writing.

Attachment: PC.Plumb.LicenseAgr (3909 : License Agreement - Pinellas County/Plumb Elementary)

11. EQUIPMENT: All expenses for equipment on site will be paid for by SCHOOL BOARD. Parties agree that all equipment and other associated personal property will remain the sole property of SCHOOL BOARD. Improvements made to real property shall become property of COUNTY unless such improvement can be removed by SCHOOL BOARD without damage or as such damage can be repaired to same or better condition.

12. HAZARDOUS SUBSTANCES. SCHOOL BOARD shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Premises. SCHOOL BOARD shall not do, nor allow anyone else to do, anything affecting the Premises that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Premises of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal maintenance use.

SCHOOL BOARD shall promptly give COUNTY written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Premises and any Hazardous Substance or Environmental Law of which SCHOOL BOARD has actual knowledge. If SCHOOL BOARD learns or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Premises is necessary, SCHOOL BOARD shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this Paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Paragraph, "Environmental Law" means Federal Laws and laws of the jurisdiction where the Premises is located that relate to health, safety or environmental protection.

13. PERMITS: All work done pursuant to this License must be in keeping with all applicable standards and permitting requirements of the State or COUNTY or its agents. SCHOOL BOARD retains responsibility for obtaining all applicable State, County and local permits.

14. QUIET ENJOYMENT: Grant of this License shall not restrict the right and interest of COUNTY in general use, maintenance, and quiet enjoyment of Property.

Attachment: PC.Plumb.LicenseAgr (3909 : License Agreement - Pinellas County/Plumb Elementary)

15. DEFAULT: The Parties covenant and agree that if either Party shall violate any of the covenants of this License, the other Party shall provide written notice to the defaulting Party and the defaulting Party shall have thirty (30) days from receipt of notice to correct same.

16. ASSIGNMENT: SCHOOL BOARD shall not permit any claim, lien or other encumbrances arising from the use of the Property to accrue against or attach to the Property. SCHOOL BOARD agrees not to assign or in any manner transfer this License or any estate or interest therein without the previous written consent of COUNTY, and not to sublicense said Property or any part or parts thereof or allow anyone to come in with, through or under it without like consent. Such consent is at the sole discretion of COUNTY. Consent by COUNTY to one or more assignments of this License or to one or more sublicensing of said Property shall not operate as a waiver of COUNTY'S rights under the section.

17. INSPECTION/AUDIT: SCHOOL BOARD agrees to maintain complete and accurate records of all business related to this License. All records shall be maintained in accordance with COUNTY policy, and inspection of records shall be pursuant to Chapter 119, F.S. In addition, COUNTY reserves the right to audit such records pursuant to Pinellas County Code, Chapter 2. SCHOOL BOARD agrees to retain all business records required by this paragraph for at least three (3) years beyond the term of the License or any extensions thereof.

18. LICENSES AND TAXES: SCHOOL BOARD shall, during the continuance of this Agreement, pay all licenses and taxes of any type applicable on said property.

19. GOVERNING LAW: This License shall be governed by the Laws of the State of Florida. Venue shall be in Pinellas County, Florida.

20. COVENANT AGAINST LIENS: SCHOOL BOARD shall have no power or authority to create any lien or permit any lien to attach to the Premises herein licensed, and all materialmen, contractors, mechanics and laborers, and other persons contracting with SCHOOL BOARD with respect to this License or to any part thereof, are hereby charged with notice that they must look to the SCHOOL BOARD to secure payment of any bill for work done or material furnished or for any other purpose during the term of the License.

21. COMPLIANCE WITH LAWS: As applicable, SCHOOL BOARD shall comply with all laws of the United States of America, the State of Florida, the Pinellas County Code and applicable municipal ordinances. SCHOOL BOARD shall obtain all necessary permits and

Attachment: PC.Plumb.LicenseAgr (3909 : License Agreement - Pinellas County/Plumb Elementary)

licenses and keep the same in force during the term of this License and SCHOOL BOARD shall not permit or commit any strip or waste of Premises.

22. BINDING AGREEMENT: The terms and provisions of this License shall be binding upon the Parties hereto, their successors and assigns.

23. FISCAL FUNDING: In the event funds are not budgeted and appropriated by COUNTY in any succeeding fiscal year for purposes described herein, then this Agreement shall be deemed to terminate at the expiration of the fiscal year for which funds were appropriated and expended.

24. ENTIRE AGREEMENT: The License as hereinabove set forth, including all exhibits and riders, if any, incorporates all covenants, promises, agreements, conditions and understandings between the Parties. All previous Agreements and subsequent Amendments shall terminate upon the Commencement Date of this License Agreement. No covenant, promise, agreement, condition or understanding, either written or oral, not specifically set forth herein shall be effective to alter the performance or the rights of the Parties as hereinbefore stated.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Attachment: PC.Plumb.LicenseAgr (3909 : License Agreement - Pinellas County/Plumb Elementary)

IN WITNESS WHEREOF, the Parties have set their hands and seals as of the day and year first above written.

WITNESS:

SCHOOL BOARD
of Pinellas County, Florida

Title: Superintendent

Print Name:

Title: Chairperson

Print Name:

Corporate Seal

APPROVED AS TO FORM

School Board Attorney

WITNESS:

Print Name:

Print Name:

PINELLAS COUNTY, FLORIDA

Print Name: Robert S. LaSala

Title: County Administrator

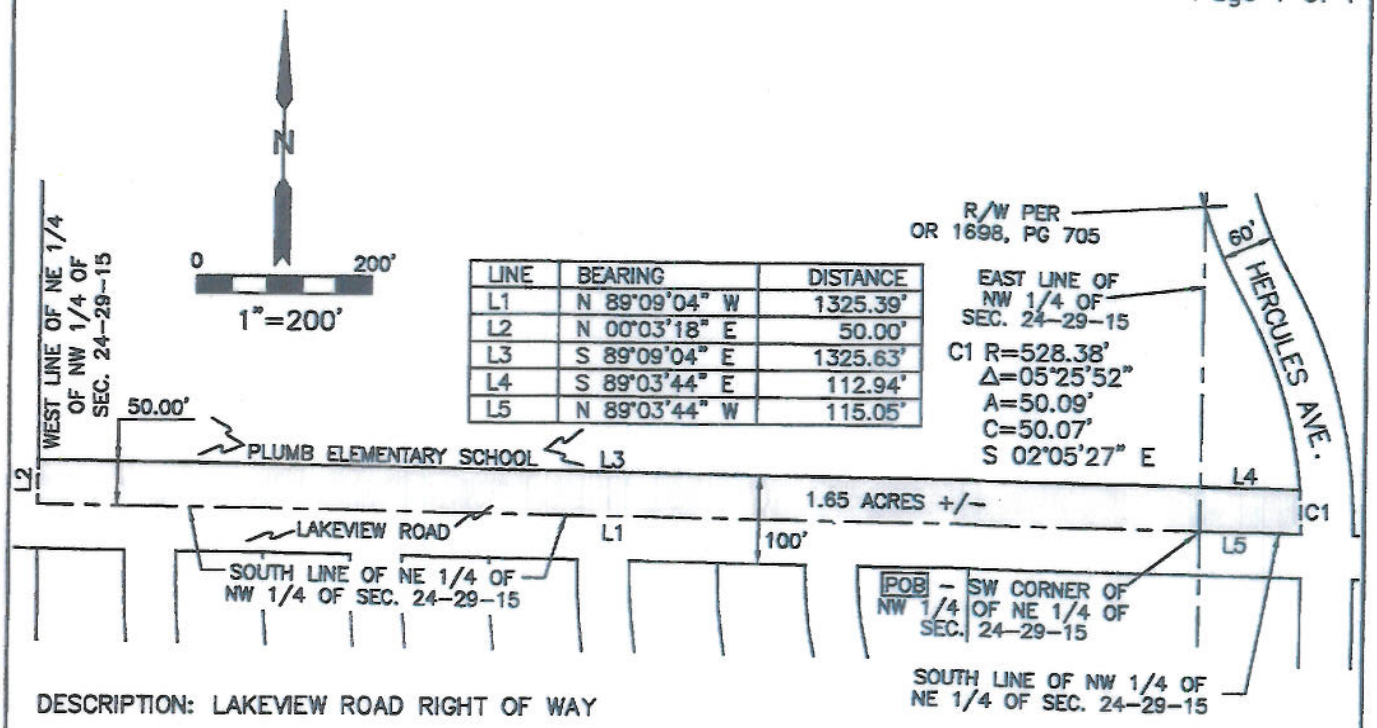
APPROVED AS TO FORM
OFFICE OF THE COUNTY ATTORNEY

By:
Senior Assistant County Attorney

Attachment: PC.Plumb.LicenseAgr (3909 : License Agreement - Pinellas County/Plumb Elementary)

EXHIBIT "A"

Section 24–29–15 City of Clearwater, Pinellas County, Fl



LINE	BEARING	DISTANCE
L1	N 89°09'04" W	1325.39'
L2	N 00°03'18" E	50.00'
L3	S 89°09'04" E	1325.63'
L4	S 89°03'44" E	112.94'
L5	N 89°03'44" W	115.05'

DESCRIPTION: LAKEVIEW ROAD RIGHT OF WAY

Being that certain strip of land, fifty (50) feet in width, that was conveyed to the City of Clearwater as right of way by the Warranty Deed that is recorded in Official Records Book 2142 on page 329 of the Public Records of Pinellas County, Florida and lying within Section 24, Township 29 South, Range 15 East, City of Clearwater, Pinellas County, Florida and being further described as follows:

BEGIN at the Southwest corner of the Northwest quarter of the Northeast quarter of Section 24, Township 29 South, Range 15 East; thence N89°09'04"W, along the South line of the Northeast quarter of the Northwest quarter of said Section 24, for 1325.39 feet; thence N00°03'18"E along the West line of the Northeast quarter of the Northwest quarter of said Section 24, for 50.00 feet; thence S89°09'04"E, along a line being 50.00 feet north of and parallel to said South line, for 1325.63 feet to a point on the East line of the Northwest quarter of said Section 24; thence S89°03'44"E, along a line being 50.00 feet north of and parallel to the South line of the Northwest quarter of the Northeast quarter of said Section 24, for 112.94 feet to a point on a curve concave to the west and the West right of way line of Hercules Avenue according to the Fee Simple Deed that is recorded in Official Records Book 1698, on page 705 of the Public Records of Pinellas County, Florida; thence southerly along said West line and the arc of said curve having a radius of 528.38 feet, a central angle of 05°25'52", an arc length of 50.09 feet and a chord bearing S02°05'27"E, for 50.07 feet to a point on said South line; thence N89°03'44"W, along said South line, for 115.05 feet to the POINT OF BEGINNING, and containing 1.65 acres, more or less.

LAKEVIEW ROAD RIGHT-OF-WAY

Reviewed by: CH SBB 1295 SO1-1429

Date: 11-20-12 Job No. 1099AN.5

DATES
6-08-11

ZBI

ZARRA BOYD, INC.

Land Surveying and Mapping
1480 Beltrees, Dunedin, Florida 34698
(727)738-9010 Fax: (727)733-0083

LB 6472

I hereby certify that this description & sketch meets the minimum technical standards as set forth by the Florida Board of Professional Land Surveyors in Chapter 5J-17.051, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes

Description & sketch not valid without the signature and the original raised seal of a Florida Licensed surveyor and mapper

Mark S. Lischalk
PROFESSIONAL LAND SURVEYOR # 5727
STATE OF FLORIDA

Attachment: PC.Plumb.LicenseAgr (3909 : License Agreement - Pinellas County/Plumb Elementary)

EXHIBIT "B"

ATTACHMENT B – INSURANCE REQUIREMENTS

The Contracted vendor shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Contractor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better. Within ten (10) calendar days after contractor's receipt of notice of award, the Contractor shall provide the County with properly executed and approved Certificates of Insurance to evidence compliance with the insurance requirements of the agreement. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph three (3) for Additional Insured shall be attached to the certificate(s).**

No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsements, at any time during the RFP and/or contract period.

All policies providing liability coverage(s), other than professional liability and worker's compensation policies obtained by the Contractor and any sub-contractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.

If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificates of Insurance and endorsements shall be furnished by the Contractor to the County at least thirty (30) days prior to the expiration date.

Contracted vendor shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Contractor from its insurer. Notice shall be given by certified mail to: Pinellas County Purchasing Department, 400 S. Ft. Harrison Avenue, 6th Floor, Clearwater, Florida 33756; and nothing contained herein shall absolve Contractor of this requirement to provide notice.

Should the Contractor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Contractor for such purchase. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

Each insurance policy shall include the following terms and/or conditions in the policy:

(1) The Named Insured on the Certificate of Insurance must match the entity's name that responded to the RFP and/or is signing the agreement with the County.

(2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.

(3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.

(4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.

(5) All policies shall be written on a primary, non-contributory basis.

(6) Any certificate of insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the certificate of insurance. The County shall have the right, but not the obligation to determine that the contractor is only using employees named on such list to perform work for the County. Should employees not named be utilized by contractor, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the contractor to be in default and take such other protective measures as necessary.

(7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Contractor and sub-contractor(s).

Attachment: PC.Plumb.LicenseAgr (3909 : License Agreement - Pinellas County/Plumb Elementary)

ATTACHMENT B – INSURANCE REQUIREMENTS

(8) SCHOOL BOARD shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to contractors, or subcontractors.

The insurance requirements for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(A) Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	$ 500,000
Per Employee Disease	$ 500,000
Policy Limit Disease	$ 500,000

(B) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operation and Personal Injury.

Limits	
Each Occurrence	$ 1,000,000
Products/Completed Operations Aggregate	$ 1,000,000
Personal Injury and Advertising Injury	$ 1,000,000
General Aggregate	$ 2,000,000

(C) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired and non-owned vehicles. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Contractor can show that this coverage exists under the Commercial General Liability policy.

Limit	
Per Accident	$ 1,000,000

(D) Excess or Umbrella Liability Insurance excess of the primary coverage required , in paragraphs (A), (B), and (C) above:

Limits	
Each Occurrence	$ 1,000,000
General Aggregate	$ 1,000,000

(E) Pollution Legal/Environmental Legal Liability Insurance for pollution losses arising from all services performed to comply with this contract. Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage. Coverage should include and be for the at least the minimum limits listed below:

1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean up costs, and the loss of use of tangible property that has not been physically injured or destroyed;

2) Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.

3) Cost of Cleanup/Remediation.

Attachment: PC.Plumb.LicenseAgr (3909 : License Agreement - Pinellas County/Plumb Elementary)

ATTACHMENT B – INSURANCE REQUIREMENTS

Limits

Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000

For acceptance of Pollution Legal/Environmental Legal Liability coverage included within another policy coverage required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Pollution Legal/Environmental Legal Liability and other coverage combined.

For herbicide and pesticide spraying operations only, an endorsement to the Commercial General Liability policy that provides Pollution Liability coverage for herbicide and pesticide spraying is acceptable.

(F) Property Insurance Contractor will be responsible for all damage to its own property, equipment and/or materials.

Attachment: PC.Plumb.LicenseAgr (3909 : License Agreement - Pinellas County/Plumb Elementary)

04/09/13 10:30 AM
Regular School Board Meeting
301 Fourth Street SW
Largo, FL 33770

Pinellas County Schools

ADOPTED

REQUEST FOR APPROVAL (ID # 3911)

April 9, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval of Agreement With Skanska USA Building, Inc. for Construction Management Services in Connection With Repairs to Moisture Intrusion Through Exterior Walls and Windows, Repairs to Concrete Sills, and Repairs to Interior Wall Finishes in the Amount of $569,545 at Azalea Middle School, Project No.9325

BACKGROUND:
Pursuant to Section 287.055 Florida Statutes, a competitive selection process was used and negotiations were conducted with the selected firm for Construction Manager (CM) services in connection with repairs to moisture intrusion through exterior walls and windows, repairs to concrete sills, and repairs to interior wall finishes at Azalea Middle School. The estimated total cost of the project is $2,730,000.

The CM services will consist of scheduling, cost estimating, constructability reviews and value engineering. This agreement includes the CM's compensation for preconstruction (design) phase services, construction phase administrative services, profit and overhead. Once the design documents are sufficiently complete, a Guaranteed Maximum Price (GMP) for the cost of the construction will be established and agreed upon. The cost of the work, either in parts or as a whole, will be added to this agreement by amendments as they are established. 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 CM services for this project at Azalea Middle School.

IMPACT STATEMENT:

Construction Cost (CM Fees & Initial Allocation)	$569,545	
Construction Cost Sub-Total		$569,545
Project Architect/Engineering Design Cost (PA/E)	$262,461	
PA/E Sub-Total		$262,461
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		$832,006
The source of this funding is District Capital Outlay School Tax.		

DATA SOURCE:
David Koperski, School Board Attorney
Joe Maceda, Financial Reporting Analyst
Mike Parkinson, Senior Construction Coordinator
Paul Portal, Long & Associates Inc.
O.T. Delancy, Skanska USA Building, Inc.

SUBMITTED BY:
Michael Bessette, Associate Superintendent, Operational Services

ATTACHMENTS:

- Azalea Mid CM AGREEMENT (PDF)

Pinellas County Schools

AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER

PROJECT NO.: **9325**

PROJECT NAME AND LOCATION: **Repairs to Moisture Intrusion Through Exterior Walls and Windows, Repairs to Concrete Sills, and Repairs to Interior Wall Finishes.**

Azalea Middle School

7855 22nd Avenue N.

St. Petersburg, FL 33710

CONSTRUCTION MANAGER: **Skanska USA Building, Inc.**

4030 W. Boy Scout Blvd., Suite 200

Tampa, FL 33607

813-282-7100

ARCHITECT-ENGINEER: **Long & Associates Architects/Engineers, Inc.**

4525 S. Manhattan Avenue

Tampa, FL 33611

813-839-0506

Attachment: Azalea Mid CM AGREEMENT (3911 : Agreement - Skanska USA/Azalea Middle School)

TABLE OF CONTENTS

ARTICLE	DESCRIPTION	PAGE
1.0.0	THE CONSTRUCTION TEAM AND EXTENT OF AGREEMENT	1
1.1.0	The Construction Team	1
1.2.0	Extent of Agreement	1
1.3.0	Definitions	2
2.0.0	CONSTRUCTION MANAGER'S SERVICES	3
2.1.0	Project Manual	3
2.2.0	Pre-Construction Services – Design Review and Recommendations	4
2.3.0	Construction Services	7
2.4.0	Reporting Requirements	14
2.4.1	General	14
2.4.2	Narrative Reporting Subsystem	14
2.4.3	Scheduled Control Subsystem	15
2.4.4	Cost Control Subsystem	16
2.4.5	Project Accounting Subsystem	16
2.4.6	Accounting and Payment Subsystem	17
2.4.7	Action Reports	17
3.0.0	SUBCONTRACTS	17
3.1.0	Definition	17
3.2.0	Procedures	17
3.3.0	Required Subcontractors' Qualifications and Subcontract Conditions	17
3.3.1	Subcontractual Relations	17
3.3.2	Subcontract Requirements	18
3.4.0	Responsibilities for Acts and Omissions	18
3.5.0	Subcontracts to be Provided	18
4.0.0	OWNER'S RESPONSIBILITIES	18
4.1.0	Owner's Information	18
4.2.0	Owner's Representative	18
4.3.0	Architect and Engineer's Agreement	18
4.4.0	Site Survey and Reports	19
4.5.0	Approvals and Easements	19
4.6.0	Legal Services	19
4.7.0	Cost of Surveys & Reports	19
4.8.0	Drawings and Specifications	19
4.9.0	Project Fault Defects	19
4.10.0	Funding	19
4.11.0	Lines of Communication	19
4.12.0	Lines of Authority	19
4.13.0	Permitting & Code Inspections	19
5.0.0	INSPECTION	19
5.1.0	Code Inspections	19
6.0.0	GUARANTEED MAXIMUM PRICE FOR CONSTRUCTION	20
6.1.0	Guaranteed Maximum Price (GMP) Proposal	20
6.2.0	Taxes	20
6.3.0	Cost of Work and Contingency	20
6.4.0	Reduction of Contingency	20
7.0.0	SCHEDULE, TIME OF COMMENCEMENT, SUBSTANTIAL COMPLETION AND PENALTIES	20
7.1.0	Project Substantial Completion Date, Project Final Completion Date And Owner Occupancy Date	20
7.2.0	Contract Completion, Delay, Penalties	21

Attachment: Azalea Mid CM AGREEMENT (3911 : Agreement - Skanska USA/Azalea Middle School)

TABLE OF CONTENTS CONTINUED

ARTICLE	DESCRIPTION	PAGE
7.2.1	Liquidated Damages for Substantial Completion	21
7.2.2	Liquidated Damages for Final Completion	21
7.3.0	Partial Use or Occupancy	21
7.4.0	Owner Occupancy and Warranty Commencement	22
8.0.0	CONSTRUCTION MANAGER'S COMPENSATION	22
8.1.0	Compensation	22
8.1.1	Compensation for Pre-Construction Services	22
8.1.2	Compensation for Construction Services	22
8.1.3	Overhead and Profit for Construction Phase	24
8.1.4	Limitation on Construction Manager's Compensation	24
9.0.0	COST OF THE PROJECT	24
9.1.0	Definition	24
9.2.0	Direct Cost Items	24
10.0.0	CHANGE IN THE PROJECT	26
10.1.0	Change Orders	26
10.1.1	Change Order Definition	26
10.1.2	Methods of Determining Change in GMP Due to Change Orders	26
10.1.3	Itemized Accounting of Costs Due to Change Orders	26
10.1.4	Equitable Adjustments in Unit Prices Due to Quantity Changes	27
10.1.5	Concealed Conditions	27
10.2.0	Claims for Additional Cost or Time	27
10.3.0	Audit Rights	27
10.4.0	Minor Changes in the Project	28
10.5.0	Emergencies	28
10.6.0	Hazardous Materials	28
10.6.1	Report to Owner	28
10.6.2	Owner's responsibility	28
10.7.0	Safety	28
11.0.0	DISCOUNTS AND PENALTIES	28
11.1.0	Discounts and Penalties	28
12.0.0	PAYMENTS TO THE CONSTRUCTION MANAGER	28
12.1.0	Monthly Statements	29
12.2.0	Final Payment	29
12.2.1	Compliance with s. 218.735, Florida Statutes	29
12.3.0	Payments to Subcontractors	29
12.4.0	Delayed Payments by Owner	30
12.5.0	Payments for Materials and Equipment	30
12.6.0	Withholding Payments to Subcontractors	30
12.7.0	Audit Rights	30
13.0.0	INSURANCE, INDEMNITY AND WAIVER OF SUBROGATION	31
13.1.0	Indemnity	31
13.2.0	Insurance	31
13.3.0	Waiver of Subrogation	34
13.3.2	Endorsement of Policies	34
14.0.0	TERMINATION OF THE AGREEMENT AND OWNER'S RIGHT TO PERFORM CONSTRUCTION MANAGER'S OBLIGATION	34

Attachment: Azalea Mid CM AGREEMENT (3911 : Agreement - Skanska USA/Azalea Middle School)

TABLE OF CONTENTS CONTINUED

14.1.0	Termination by the Construction Manager	34

ARTICLE	DESCRIPTION	PAGE
14.2.0	Owner's Right to Perform Construction Manager's Obligations and Termination by Owner for Cause	34
14.3.0	Termination by Owner Without Cause	35
14.4.0	Termination by Construction Manager for Cause	36
15.0.0	ASSIGNMENT AND GOVERNING LAW	36
15.1.0	No Assignment Without Consent	36
15.2.0	Governing Laws	36
16.0.0	NOTICE OF CLAIM; WAIVER OF REMEDIES; NO DAMAGES FOR DELAY	36
16.1.0	Claims, Procedure	36
16.2.0	Written Determination of Claim	36
16.3.0	Exclusive Remedy for Delays	36
16.4.0	Alternative Remedy	37
16.5.0	Mediation	37
17.0.0	MISCELLANEOUS	37
17.1.0	Interest	37
17.2.0	Harmony	37
17.3.0	Apprentices	37
17.4.0	Current Funding Limitations	37
17.5.0	Invoices	37
17.6.0	Construction Manager's Project Records	37
17.7.0	Construction Manager's Payment Rights	37
17.8.0	Public Entity Crime Information Statement	38
17.9.0	Unauthorized Aliens	38
17.10	Electronic Mail Capabilities	38
17.11	Authority	38
17.12	Prohibition on Contingent Fees	38

EXHIBIT

A	Construction Manager’s Personnel	40
B	Construction Manager’s Labor Burden	41
C	Partial GMP (if necessary)	42

Attachment: Azalea Mid CM AGREEMENT (3911 : Agreement - Skanska USA/Azalea Middle School)

AGREEMENT
BETWEEN OWNER AND CONSTRUCTION MANAGER

THIS AGREEMENT made this **9TH** day of **April** in the year **2013**, by and between **The School Board of Pinellas County, Florida**, hereinafter called the "Owner", and

Skanska USA Building, Inc.
4030 W. Boy Scout Blvd., Suite 200
Tampa, FL 33607
PHONE: 813-282-7100 FEDERAL TAX I.D. NUMBER: 22-3752540

hereinafter called the "Construction Manager."

WHEREAS, Owner is the owner of certain real property located in Pinellas County, Florida and Owner desires to have:

Project No. 9325, Repairs to moisture intrusion through exterior walls and windows, repairs to concrete sills, and repairs to interior wall finishes, Azalea Middle School, 7855 22nd Avenue N., St. Petersburg, FL 33710 (hereafter the "Project")

constructed pursuant to drawings, specifications and other documents prepared by or to be prepared by,

Long & Associates Architects/ Engineers, Inc. 4525 S. Manhattan Ave., Tampa, FL 33611, 813-839-0506

hereinafter called the "Architect-Engineer", in consultation with the Construction Manager.

WHEREAS, the Construction Manager desires to perform the Project in accordance with the Contract Documents and all applicable laws, codes and ordinances.

NOW THEREFORE, in exchange for the mutual covenants and promises set forth herein and the sums of money agreed to be paid by the Owner to the Construction Manager, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1
THE CONSTRUCTION TEAM AND EXTENT OF AGREEMENT

The Construction Manager accepts the relationship of trust and confidence established between the Construction Manager and the Owner by this Agreement. The Construction Manager covenants with the Owner to furnish the Construction Manager's best skill and judgment and to cooperate with the Architect-Engineer in furthering the interests of the Owner. The Construction Manager shall perform the Project in a good and workmanlike manner with sufficient manpower to meet the time and quality requirements set forth in this Agreement and the Contract Documents. The Construction Manager agrees to furnish efficient business administration and superintendence and use the Construction Manager's best efforts to complete the project in the best and soundest way and in the most expeditious and economical manner consistent with the interest of the Owner.

The Owner's engagement of the Construction Manager is based upon the Construction Manager's representations to the Owner that it (i) is financially solvent and has sufficient working capital to perform its obligations under this Agreement; (ii) is experienced in providing construction management services for projects of similar size and complexity to the Project; (iii) is authorized and licensed to perform the type of labor and services for which it is being engaged in the State and locality in which the Project is located; (iv) is qualified, willing and able to perform construction management services for the Project; and (v) has the expertise and ability to provide construction management services which will meet the Owner's objectives and requirements and which will comply with the requirements of all governmental, public and quasi-public authorities and agencies having or asserting jurisdiction over the Project.

1.1 The Construction Team The Construction Manager, the Owner and the Architect-Engineer, called the "Construction Team", shall work jointly during design and through final construction completion, including all warranty periods, and shall be available thereafter should additional services be required. The Architect-Engineer will provide leadership during the design phase with support from the Construction Manager and the Construction Manager shall provide leadership to the Construction Team on all matters relating to construction.

Attachment: Azalea Mid CM AGREEMENT (3911 : Agreement - Skanska USA/Azalea Middle School)

1.2 Extent of Agreement - This Agreement for **Project No. 9325, Repairs to moisture intrusion through exterior walls and windows, repairs to concrete sills, and repairs to interior wall finishes, Azalea Middle School, 7855 22nd Avenue N., St. Petersburg, FL 33710** between the Owner and the Construction Manager supersedes any prior negotiations, representations or agreements with respect to the Project. When the drawings, specifications and other Construction Documents are sufficiently complete to allow the Construction Manager to begin Construction Phase Services, an amendment to this Agreement shall be signed by the Owner and Construction Manager acknowledging a Partial Guaranteed Maximum Price (Partial GMP) and the Construction Documents on which such Partial GMP is based. When drawings, specifications and other descriptive documents defining the work to be included in the guaranteed maximum price (GMP) are complete, an Amendment to the Agreement shall be signed by the Owner and the Construction Manager, acknowledging the GMP amount and the drawings, specifications and other descriptive documents upon which the GMP is based. To expedite the preparation of this GMP Amendment by the Owner, the Construction Manager shall obtain three (3) sets of signed, sealed and dated drawings, specifications and other documents upon which the GMP is based from the Architect-Engineer. The Construction Manager shall acknowledge, by signature, on the face of each document of each set that it is the set upon which the Construction Manager based its GMP and shall send one set of the documents to the Owner's Contracts Administrator along with its GMP proposal, while keeping one set for itself and returning one set to the Architect-Engineer.

This Agreement together with the Contract Documents and Construction Documents enumerated herein, including any GMP or Partial GMP Addendum, embodies the entire agreement between Owner and Construction Manager and supersedes all other writings, oral agreements or representations.

This Agreement shall prevail in the event of any disagreement with and shall not be superseded by any provisions of the Contract Documents or Construction Documents and may be amended only by written instrument signed by both Owner and Construction Manager.

1.3 Definitions:

Construction Documents – The drawings, specifications, and other descriptive documents necessary to perform the Construction Phase Services hereunder; such documents are to be identified in the Partial GMP Amendment or GMP Amendment required above by section 1.2.

Contract Documents – Shall be defined as and consist of the following:

Agreement Between Owner and Construction Manager
Design drawings and specifications
Documents specifically identified at the time of execution of this Agreement.

Estimate - The Construction Manager's latest estimate of probable project construction cost.

Owner - The School Board of Pinellas County, Florida, acting through its Superintendent or those persons designated by the Superintendent to act in the Superintendent's behalf.

Project Coordinator - The person designated by the Owner to provide direct interface with the Construction Manager and the Architect-Engineer with respect to the Owner's responsibilities.

Project Inspector - The inspector assigned to the project by the Owner.

Code - The Florida Building Code, and all other codes designated as applicable by the Florida Building Code. To the extent there is any conflict between codes, the most stringent shall always apply. Notwithstanding any other provision of this Agreement to the contrary, any substantially affected person may appeal any building code dispute or interpretation of the chief building official of the Owner in writing to the Florida Building Commission as set forth in Florida Statute s. 1013.37 (2007) and the Florida Building Code, as amended.

Permits - According to the requirements of the Pinellas County School District Facilities Design and Construction department requirements or as defined and required in the Florida Building Code.

Authority Having Jurisdiction (AHJ) – The Owner shall be the Authority Having Jurisdiction over code compliance and issuance of building permits.

Attachment: Azalea Mid CM AGREEMENT (3911 : Agreement - Skanska USA/Azalea Middle School)

Project - The Project is the total work to be performed under this Agreement. The Project consists of planning, design, permitting, construction and code inspection for **Project No. 9325, Repairs to moisture intrusion through exterior walls and windows, repairs to concrete sills, and repairs to interior wall finishes, Azalea Middle School, 7855 22nd Avenue N., St. Petersburg, FL 33710** necessary to build the component parts of the project.

ARTICLE 2
CONSTRUCTION MANAGER'S SERVICES

The services which the Construction Manager shall provide include, but are not limited to, those described or specified herein. The services described or specified shall not be deemed to constitute a comprehensive specification having the effect of excluding services not specifically mentioned. The Construction Manager shall comply with all federal, state and local governmental laws, rules and regulations applicable to the services to be performed under this Agreement as well as the requirements of the Florida Building Code (FBC) and Florida Fire Prevention Code, in effect as of the date the building permit(s) is issued. The Construction Manager acknowledges that the Owner shall be the Authority Having Jurisdiction to decide and determine all questions under the Florida Building Code and the requirements of this Agreement regarding construction of the project herein described.

Upon execution of this Agreement, the construction Manager shall commence performance of Pre-Construction Services and upon execution of a Partial GMP Amendment (see Article 1.2), the Construction Manager shall commence provision of Construction Services. The parties acknowledge that (i) the Owner may determine not to proceed with Construction Services, (ii) performance of Pre-Construction Services may overlap performance of Construction Services, (iii) categories of work performed during Construction Services may be performed in separate phases, and (iv) payment of the Construction Manager for Pre-Construction Services shall be separate from payment, if any, for Construction Services.

2.1 PROJECT MANUAL

(1) Within 30 days after the execution of this Agreement, the Construction Manager shall develop a comprehensive Project Manual describing the services set forth in this Agreement. This shall provide a plan for the control, direction, coordination and evaluation of work performed throughout the project organization including identification of Key personnel, responsibilities of Construction Manager, Owner and Architect-Engineer; work flow diagrams; and strategy for subcontracting the work. The Project Manual shall be updated as necessary throughout the design, construction and Owner occupancy phases. Three copies of the Project Manual and any updates shall be submitted to the Owner and Architect-Engineer. In developing the Project Manual, the Construction Manager shall coordinate with the Owner and the Architect-Engineer.

(2) Contents of Project Manual - The Project Manual shall describe in detail the procedures for executing the work and the organizations participating. The Project Manual shall include as a minimum the following sections:

(a) Project Definition - The known characteristics of the project or subprojects shall be described in general terms which will provide the participants a basic understanding of the project or sub-projects.

(b) Project Goals - The schedule, budget, physical, technical and other objectives for the project shall be defined.

(c) Project Strategy - A narrative description of the project delivery methods which will be utilized to accomplish the project goals.

(d) Project Work Plan - A matrix display of the program of work to be performed by the Construction Manager, the Architect-Engineer and the Owner during each phase of the project.

(e) Project Organization - A summary organization chart showing the interrelationships between the Owner, the Construction Manager and the Architect-Engineer, and other supporting organizations and permitting review agencies. Detailed charts, one each for the Construction Manager, the Architect-Engineer, and the Owner showing organizational elements participating in the project.

Attachment: Azalea Mid CM AGREEMENT (3911 : Agreement - Skanska USA/Azalea Middle School)

(f) Responsibility Performance Chart - A detailed matrix showing the specific responsibilities and interrelationships of the Owner, the Architect-Engineer, and Construction Manager. The Responsibility Performance Chart shall indicate major responsibility, and minor responsibility, for each specific task required to deliver the project. The Construction Manager shall develop a similar chart for the personnel within its own organization who are assigned to the project, and also for the personnel of the Owner and the Architect-Engineer from data supplied by each.

(g) Flow Diagrams - These charts shall display the flow of information and the decision process for the review and approval of shop drawings and submittals, progress and change orders.

(h) Written Procedures - The Construction Manager will provide written procedures for communications and coordination required between Construction Team members throughout the project. Procedures shall cover such items as correspondence, minutes, reports, inspections, team meetings, technical reviews, design reviews, and other necessary communications.

2.2 PRE-CONSTRUCTION SERVICES - DESIGN REVIEW AND RECOMMENDATIONS

(1) Review and Recommendations and Warranty. - The Construction Manager shall familiarize itself thoroughly with the project requirements, educational specifications, construction site, preliminary budget and the evolving architectural, structural, civil, mechanical, plumbing and electrical plans and specifications and shall follow the development of design from Schematics through Working Drawings. The Construction Manager shall make recommendations with respect to the selection of systems and materials and cost reducing alternatives, including value engineering and including assistance to the Architect-Engineer and Owner in evaluating alternative comparisons versus long term cost effects. The evaluation shall speak to the benefits of the speed of erection and early completion of the project. The Construction Manager shall furnish pertinent information as to the availability of materials and labor that will be required. It shall submit to the Owner and Architect-Engineer such comments as may be appropriate concerning construction feasibility and practicality. Without assuming any design or engineering responsibilities, the Construction Manager shall call to the Owner's and the Architect-Engineer's attention any apparent defects in the design, drawings and specifications or other documents, including, without limitation, any issues regarding constructability and/or compliance with applicable laws, rules, codes, design standards, and ordinances. The Construction Manager shall prepare an estimate of the construction cost utilizing the unit quantity survey method. The Construction Manager shall provide such information in a written report to the Owner prior to final payment for this phase.

(2) Where the project involves the renovation of existing facilities, the Construction Manager shall participate in and assist the Architect-Engineer in preparing an analysis of the condition of existing structures, existing finishes and existing equipment, code deficiencies, energy use, and life expectancy of other building systems. The Construction Manager shall provide recommendations, including as to constructability and value engineering, cost estimates and preliminary schedules in connection with this renovation analysis. Such information shall be provided to the Owner and Architect-Engineer in the form of a written report prior to final payment for this phase.

(3) Review Reports and Warranty - Within 45 days after receiving the Construction Documents for each phase of the project, the Construction Manager shall perform a specific review thereof, focused upon factors of a nature encompassed in Paragraph (1) above and on factors set out in Paragraph (6) below. Promptly after completion of the review, it shall submit to the Owner, with copies to the Architect-Engineer, a written report covering suggestions or recommendations previously submitted, additional suggestions or recommendations as it may deem appropriate, and all actions taken by the Architect-Engineer with respect to same, any comments it may deem to be appropriate with respect to separating the work into separate contracts, alternative materials, and all comments called for under Article 2.2(6). The information required by this part shall be provided prior to final payment for this phase.

UPON COMPLETION OF THE CONSTRUCTION MANAGER'S REVIEW OF THE PLANS AND SPECIFICATIONS, AND IN NO EVENT LATER THAN 60 DAYS AFTER RECEIVING THE CONSTRUCTION DOCUMENTS, EXCEPT ONLY AS TO SPECIFIC MATTERS AS MAY BE IDENTIFIED BY APPROPRIATE COMMENTS PURSUANT TO THIS SECTION, THE CONSTRUCTION MANAGER SHALL WARRANT, WITHOUT ASSUMING ANY

Attachment: Azalea Mid CM AGREEMENT (3911 : Agreement - Skanska USA/Azalea Middle School)

ARCHITECTURAL OR ENGINEERING RESPONSIBILITY, THAT THE PLANS AND SPECIFICATIONS ARE CONSISTENT, PRACTICAL, FEASIBLE AND CONSTRUCTIBLE. CONSTRUCTION MANAGER SHALL WARRANT THAT THE WORK DESCRIBED IN THE PLANS AND SPECIFICATIONS IS CONSTRUCTIBLE WITHIN THE SCHEDULED CONSTRUCTION TIME.

DISCLAIMER OF WARRANTY: - THE OWNER DISCLAIMS ANY WARRANTY THAT THE PLANS AND SPECIFICATIONS FOR THE PROJECT ARE ACCURATE, PRACTICAL, CONSISTENT OR CONSTRUCTIBLE.

(4) Procurement - The Construction Manager shall review the design for the purpose of identifying procurement items (machinery, equipment, materials and supplies). When each item is identified, the Construction Manager shall notify the subcontractors, the Owner and the Architect-Engineer of the required procurement and schedule. Such information shall be included in the subcontract documents and made a part of all affected subcontracts. As soon as the Architect-Engineer has completed drawings and technical specifications and as soon as reasonably practicable, the Construction Manager shall prepare requests for subcontractor proposals. The Construction Manager shall keep itself informed of the progress of the respective subcontractors or suppliers, manufacturing or fabricating such items and immediately advise the Owner and the Architect-Engineer of any problems or prospective delay in delivery. The information required by this part shall be provided prior to final payment for this phase.

(5) Separate Contracts Planning - The Construction Manager shall review the design with the Architect-Engineer and make recommendations to the Owner and to the Architect-Engineer with respect to dividing the work in such manner as will permit the Construction Manager to take bids and award separate construction subcontracts on the current schedule while the design is being completed. It shall take into consideration such factors as natural and practical lines of severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, availability of labor and materials, community relations and any other factors pertinent to saving time and cost by overlapping design and construction that are authorized by the Owner.

(6) Interfacing

(a) The Construction Manager shall take such measures as are appropriate to provide that all construction requirements will be covered in the separate subcontracts for procurement of long lead items, the separate construction subcontracts and the general conditions items performed without duplication or overlap, sequenced to maintain completion of all work on schedule. Particular attention shall be given to provide that each bid package clearly identifies the work included in that particular separate subcontract, its schedule for start and completion and its relationship to other separate contractors.

(b) Without assuming any Design responsibilities of the Architect-Engineer, the Construction Manager shall include in the reports required under Article 2.2(3), comments on overlap with any other separate subcontracts, omissions, lack of correlation between drawings, and any other deficiencies noted, in order that the Owner and Architect-Engineer may arrange for necessary corrections.

(7) Job-Site Facilities - The Construction Manager shall arrange for all job-site facilities necessary to enable the Construction Manager, the Owner's representatives and the Architect-Engineer to perform their respective duties in the management, inspection, and supervision of construction.

Tangible personal property, otherwise referred to as Job-Site facilities, include but are not limited to such things as trailers, toilets, typewriters, computers and any other equipment necessary to carry on the project. The method of acquiring such job-site facilities which are planned to become the property of the owner at the conclusion of the project shall be evaluated based on cost over the life of the project. Owning versus leasing shall be considered by the Construction Manager obtaining at least three (3) proposals for leasing and at least three (3) proposals for purchasing and then analyzing which is least expensive over the usage life of the item. The Construction Manager shall present its evaluation with recommendation to the owner for approval.

When the Construction Manager wishes to lease Job-Site Facilities from its own equipment pool, it

Attachment: Azalea Mid CM AGREEMENT (3911 : Agreement - Skanska USA/Azalea Middle School)

shall first evaluate buy versus lease as discussed in the paragraph above. If leasing is found to be the least expensive approach, then it may lease such Job-Site Facilities from its own equipment pool at a price not greater than the lowest of the three (3) lease proposals obtained.

For all Job-Site facilities purchased, which may become the property of the Owner at the conclusion of the project, the Construction Manager shall maintain ownership responsibilities of such facilities until the project conclusion. At that time, the Construction Manager shall provide the Owner with a complete inventory for each unit of equipment. The inventory shall describe the equipment and identify the purchase price, serial number, model number and condition. Where said equipment has a title, said title shall be properly transferred to the Owner.

The Construction Manager is responsible for proper care and maintenance of all equipment while in its control. At the time of transfer to the owner, the owner may refuse acceptance of the equipment if the owner determines in its sole discretion that the equipment has not been properly cared for by the Construction Manager or that such acquisition would not otherwise be in the best interest of the Owner. In such event, the Construction Manager will be reimbursed for such item in accordance with Article 9.2(4) hereof.

(8) Weather Protection - The Construction Manager shall ascertain what temporary enclosures, if any, of building areas should be provided for and may be provided as a practical matter, in order to assure orderly progress of the work in periods when extreme weather conditions are likely to be experienced. The Construction Manager shall submit to the Construction Team its recommendations as to needed requirements of this nature and as to the contract or contracts in which they should be included.

(9) Market Analysis and Stimulation of Interest

(a) The Construction Manager shall monitor conditions in the construction market to identify factors that will or may affect costs and time for completing the project; it shall make analysis as necessary to (1) determine and report on availability of labor, material, equipment, potential subcontractors/suppliers, and possible impact of any shortages or surpluses of labor or material, and (2) in light of such determinations, make recommendations as may be appropriate with respect to long lead procurement, separation of construction into bid packages, sequencing of work, use of alternative materials, equipment or methods, other economics in design or construction, and other matters that will promote cost savings and completion within the scheduled time.

(b) Within the time frame set forth in section 2.2(3) above, the Construction Manager shall submit a written "Construction Market Analysis and Prospective Subcontractors/Suppliers Report" setting out recommendations and providing information as to prospective subcontractors/suppliers. As various subcontract packages are prepared, the Construction Manager shall submit to the Owner and the Architect-Engineer a list of potential subcontractors/suppliers. The Construction Manager shall be responsible to stimulate interest in the local market place and identify and encourage competition.

(c) The Construction Manager shall carry out an active program of stimulating interest of qualified subcontractors/suppliers in the work and of familiarizing those subcontractors/suppliers with the requirements of this project.

(d) The information required by this part shall be provided to the Owner in the form of a written report prior to final payment for this phase.

(10) Requests for Proposals/Quotations

(a) Without assuming responsibilities of the Architect-Engineer, the Construction Manager shall prepare requests for proposals or quotations when applicable, for all procurements of long lead items, materials and services, and for Subcontractor contracts. Such requests shall be prepared in accordance with the following guidelines:

1. Contracts over $1,000 but not exceeding $10,000 may be entered into by the Construction Manager with the firm which submits the lowest verbal quotation. The Construction Manager shall obtain a minimum of three (3) verbal quotations. These

Attachment: Azalea Mid CM AGREEMENT (3911 : Agreement - Skanska USA/Azalea Middle School)

quotations shall be entered on a bid tabulation sheet and a copy of such tabulation sent to the Owner, Architect-Engineer. The successful quotation shall be confirmed by written contract or purchase order to the low bid firm defining the scope and quality of work to be provided.

2. Contracts exceeding $10,000 but not exceeding $200,000 may be entered into by the Construction Manager with the firm who is qualified and submits the lowest responsive proposal. The Construction Manager shall obtain from at least three (3) firms written proposals based on written drawings and/or specifications. The written proposals shall be received at the location, date and time named by the Construction Manager in its request for proposal. A tabulation of the results shall be furnished to the Owner, Architect-Engineer and to each firm.

3. Contracts exceeding $200,000 may be entered into by the Construction Manager with the firm who is qualified and submits the lowest responsive proposal. The Construction Manager shall obtain from at least three (3) firms written proposals based on approved plans and specifications. The proposals shall be received at the location, date and time named by the Construction Manager in its request for proposal. A tabulation of the results shall be furnished to the Owner, Architect-Engineer and to each firm.

4. Individual purchases of materials or rentals or leases of equipment amounting to less than $1,000.00 each may be made without quotes when reasonably necessary to expedite work on the project, however, the Construction Manager shall not divide or separate a procurement in order to avoid the requirements set forth above.

5. Site utilities may be acquired at market rates from the entity(ies) providing such in the franchise area.

(b) As part of such preparation, the Construction Manager shall review the specifications and drawings prepared by the Architect-Engineer. Ambiguities, conflicts or lack of clarity of language, use of illegally restrictive requirements, and any other defects in the specifications or in the drawings noted by the Construction Manager shall be brought to the attention of the Owner and Architect-Engineer in written form.

(c) For each separate construction contract exceeding $25,000, the Construction Manager shall, unless waived by Owner, conduct a pre-request conference with prospective firms, the Architect-Engineer and the Owner. In the event questions are raised which require an interpretation of the drawings or specifications or otherwise indicate a need for clarification or correction of the request, the Construction Manager shall transmit these to the Architect-Engineer and upon receiving clarification or correction in writing shall prepare an addendum to the affected document, and issue same to all of the prospective firms.

(d) For all contracts exceeding $25,000, the Construction Manager shall establish a pre-qualification procedure for applicable subcontract trades.

(e) For all subcontracts exceeding $10,000, the Construction Manager shall publicly advertise the request for proposal or quotation, and further, shall require that all subcontractors submit sealed subcontractor bids to be opened in the presence of the Owner or its designated agent.

2.3 CONSTRUCTION SERVICES

Prior to initiating any construction services, the Construction Manager shall represent and warrant to the Owner that the Construction Manager has visited the jobsite and examined its nature and location, including without limitation: the surface conditions of the site and any structure or obstruction both natural and man-made; the surface water conditions and water ways of the site and surrounding area; the subsurface conditions of the land as disclosed by soil test borings if provided by the Owner, and the location of electric and utility lines and water, sanitary, sewer and storm drain lines if provided by the Owner. The Construction Manager acknowledges receipt and has reviewed the site geotechnical report provided by the Owner.

(1) Construction Manager's Staff - The Construction Manager shall maintain sufficient off-site support staff, and competent full time staff at the Project site authorized to act on behalf of the Construction

Attachment: Azalea Mid CM AGREEMENT (3911 : Agreement - Skanska USA/Azalea Middle School)

Manager to coordinate, inspect and provide general direction of the work and progress of the subcontractors and it shall provide no less than those personnel during the respective phases of construction that are set forth in Exhibit "A" to this agreement. The Construction Manager shall not change any of those persons named in Exhibit "A" unless mutually agreed to by the Owner and Construction Manager. In such case, the Owner shall have the right of approval of the qualifications of replacement personnel. Such approval will not be unreasonably withheld.

(2) Lines of Authority - The Construction Manager shall establish and maintain lines of authority for this personnel, and shall provide this definition to the Owner and all other affected parties such as the code inspectors, the subcontractors, the Architect-Engineer and the Owner's representatives, to provide general direction of the work and progress of the various phases and subcontractors. The Owner and Architect-Engineer may attend meetings between the Construction Manager and its Subcontractors, however, such attendance shall not diminish either the authority or responsibility of the Construction Manager to administer the Subcontractor.

(3) Schedule and Project Manual Provisions - The Construction Manager shall provide to the Owner, its representatives and the Architect-Engineer copies of the Project Manual (total number of copies not to exceed 5) developed and updated as required by Article 2.1 expanded for the Construction Phase employing their respective milestones, beginning and finishing dates, their respective responsibilities for performance and the relationships of their work with respect to subcontractors and suppliers. The Construction Manager shall also continue to provide current scheduling information and provide direction and coordination regarding milestones, beginning and finishing dates, responsibilities for performance and the relationships of the Construction Manager's work to the work of its subcontractors and suppliers to enable them to perform their respective tasks so that the development of construction progresses in a smooth and efficient manner in conformance with the overall project schedule. The schedule shall include all phases of the construction work, material supplies, long lead procurement, approval of shop drawings, change orders in progress, schedules for change orders, and performance testing requirements. The Construction Manager shall advise the Owner, its representatives and the Architect-Engineer of their required participation in any meeting or inspection giving each at least one week notice unless such notice is made impossible by conditions beyond its control. The Construction Manager shall hold job-site meetings at least once each month with the Construction Team and at least once each week with the subcontractors and the Architect-Engineer's Field Representative, or more frequently as required by work progress, to review progress, discuss problems and their solutions and coordinate future work with all subcontractors.

(4) Bonds – Whenever the contract award amount exceeds $100,000, the Construction Manager shall provide to the Owner, a 100% Performance Bond and a 100% Labor and Material Payment Bond, meeting the requirements of Section 255.05, F.S., on forms approved by the Owner, each in an amount not less than the total construction cost as defined in Article 9 and inclusive of the Construction Manager's fees. All bonds shall identify the School Board of Pinellas County, Florida as owner and shall identify the specific project for which the bond is submitted. All bonds shall be signed or countersigned by a Florida licensed resident agent per Section 624.425, Florida Statues. The agent signing the bond must hold a current Power of Attorney from the surety company issuing the bond. A copy of such Power of Attorney must be attached to the bond and shall contain no restrictions preventing payment and should specify the city and state where the agent is located.

The form of the aforementioned Performance Bond shall be in accordance with AIA Document A312, 1984 Edition, except that paragraphs 9 and 11 of the Performance Bond form shall be stricken from the form.

General guidelines applicable to all bonds:

1. The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida, Department of Insurance, authorizing it to write surety bonds in the State of Florida.

2. The Surety Company shall have currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.

3. The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.

Attachment: Azalea Mid CM AGREEMENT (3911 : Agreement - Skanska USA/Azalea Middle School)

4. The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the bond is issued.

5. If the contract award amount exceeds $500,000, the Surety Company shall also comply with the following:

   A. The Surety Company shall have at least the following minimum ratings in the latest issue of Best's Key Rating Guide.

CONTRACT AMOUNT	POLICY HOLDER'S RATING	REQUIRED FINANCIAL RATING
$ 500,000 TO 1,000,000	A	CLASS I
1,000,000 TO 2,000,000	A	CLASS II
2,000,000 TO 5,000,000	A	CLASS III
5,000,000 TO 10,000,000	A	CLASS IV
10,000,000 TO 25,000,000	A	CLASS V
25,000,000 TO 50,000,000	A	CLASS VI
50,000,000 TO 100,000,000	A	CLASS VII

   B. The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:

      (a) Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Insurance, to do business in this state have been met.

      (b) In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

(5) Quality Control - The Construction Manager shall develop and maintain a program, acceptable to the Owner and Architect-Engineer, to assure quality control of the construction. The Construction Manager shall supervise the work of all subcontractors providing instructions to each when their work does not conform to the requirements of the plans and specifications and shall continue to exert influence and control over each subcontractor to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the work. Should disagreement occur between the Construction Manager and Architect-Engineer over acceptability of work and conformance with the requirements of the specifications and plans, the Owner shall be the final judge of performance and acceptability.

(6) Subcontractor Interfacing - The Construction Manager shall be the single point of interface with all subcontractors for the Owner and all of its agents and representatives including the Architect-Engineer. It shall negotiate all change orders, field orders and request for proposals, with all affected subcontractors and shall review the costs of those proposals and advise the Owner and Architect-Engineer of their validity and reasonableness, acting in the Owner's best interest prior to requesting approval of each change order from the Owner. Before any work is begun on any change order, a written authorization from the Owner must be issued. Performance by the Construction Manager of work described in a proposed change order or construction change directive prior to the Construction Manager's receipt of a change order or construction change directive signed by the Owner, shall constitute the Construction Manager's agreement to the scope of work, the adjustment to the GMP and/or Construction Manager's Fee, if any, and the adjustment to the contract time, if any, contained in the proposed change order or construction change directive. However, when health and safety are threatened, the Construction Manager shall act immediately to remove the threat to health and safety. It shall also carefully review all shop drawings and then forward the same to the Architect-Engineer for review and actions. The Architect-Engineer will transmit them back to the Construction Manager who will then issue the shop drawings to the affected subcontractor for fabrication or revision. The Construction Manager shall maintain a suspense control system to promote expeditious handling of all communication

Attachment: Azalea Mid CM AGREEMENT (3911 : Agreement - Skanska USA/Azalea Middle School)

matters. The Construction Manager shall request the Architect-Engineer to make interpretations of the drawings or specifications requested of the Construction Manager by the subcontractors and shall maintain a suspense control system to promote timely response to all such requests for interpretation. The Construction Manager shall advise the Owner and Architect-Engineer when timely response is not occurring on any of the above and the impact of any communication failures on the progress of the performance of the work.

(7) Permits and Licenses - The Construction Manager shall secure all necessary permits and all necessary utility connection permits, the cost of which will be considered a direct cost item. The Construction Manager shall verify that subcontractors are at all times properly licensed to perform the work or supply the materials pursuant to Chapter 489, F.S., and shall provide evidence thereof to the Owner in accordance with subsection 10.3.

(8) Job Site Requirements

The Construction Manager shall provide for each of the following activities as a part of its Construction Phase Compensation:

1. Maintain a log of daily activities, including manpower records, weather, delays, major decisions, etc.

2. Maintain a roster of companies on the project with names and telephone numbers of key personnel.

3. Establish and enforce job rules governing parking, clean-up, use of facilities and worker discipline.

4. Provide labor relations management for a harmonious, productive project.

5. Provide a safety program for the project to meet OSHA requirements. Monitor for subcontractor compliance without relieving them of responsibilities to perform work in accordance with the best acceptable practice.

6. Provide a quality control program as developed under Article 2.3(5) hereinabove.

7. Miscellaneous office supplies that support the construction efforts which are consumed by its own forces.

8. Travel to and from its home office to the project site as the project requires.

(9) Job Site Administration - The Construction Manager shall provide as part of its Construction Phase Compensation, job site administrative functions during construction to assure proper documentation, including but not limited to such things as the following:

(a) Job Meetings - Hold weekly progress and coordination meetings to provide for an easy flowing project. Implement procedures and assure timely submittals, expedite processing approvals and return of shop drawings, samples, etc. Coordinate and expedite critical ordering including direct tax saving purchases and delivery of materials, work sequences, inspection and testing, labor allocation, etc. Review and coordinate each subcontractor's work. Review and implement revisions to the schedule. Monitor and promote safety requirements. In addition, regular project status meetings will be held between the Architect-Engineer, Owner and Construction Manager either weekly, biweekly or monthly, whichever is designated by the Owner.

Use the job site meeting as a tool for preplanning of work and enforcing schedules and for establishing procedures, responsibilities, and identification of authority for all to clearly understand.

Identify party or parties responsible for follow up on any problems, delay items or questions and record course for solution. Revisit each pending item at each subsequent meeting until resolution is achieved. Require all present to make any problems or delaying event known to those present for appropriate attention and resolution.

Attachment: Azalea Mid CM AGREEMENT (3911 : Agreement - Skanska USA/Azalea Middle School)

(b) Shop Drawing Submittals/Approvals - Provide staff to check shop drawings and to implement procedures for submittal and transmittal to the Architect-Engineer of such drawings for action, and closely monitor their submittal and approval process.

(c) Material and Equipment Expediting - Provide staff to closely monitor material and equipment deliveries, critically important checking and follow-up procedures on supplier commitments of all subcontractors.

(d) Payments to subcontractors - Develop and implement a procedure for review, processing, and payment of applications by subcontractors for progress and final payments.

(e) Document Interpretation - Refer all questions for interpretation of the documents prepared by the Architect-Engineer to the Architect-Engineer.

(f) Reports and Project Site Documents - Record the progress of the project. Submit written progress reports to the Owner and the Architect-Engineer including information on the subcontractor's work, and the percentage of completion. Keep a daily log available to the Owner and the Architect-Engineer.

(g) Subcontractor's Progress - Prepare periodic punch lists for subcontractor's work including unsatisfactory or incomplete items and schedules for their completion.

(h) Substantial Completion - Ascertain when the work or designated portions thereof are ready for the Architect-Engineer's substantial completion inspection. From the Architect-Engineer's list of incomplete or unsatisfactory items, prepare a schedule for their completion indicating completion dates for the Owner's review. If the Construction Manager wishes the Architect-Engineer to conduct a pre-substantial completion inspection in conjunction with its own forces, the Architect-Engineer will prepare the presubstantial punch list from which the Construction Manager will develop a completion schedule. The Architect-Engineer will issue a certificate of substantial completion when the work on its presubstantial punch list has been accomplished.

(i) Final Completion - Monitor the Subcontractor's performance on the completion of the project and provide notice to the Owner and Architect-Engineer that the work is ready for final inspection. Secure and transmit to the Owner, through the Architect-Engineer, all required guarantees, affidavits, releases, bonds and waivers, manuals, record drawings, and maintenance books.

(j) Start-Up - With the Owner's personnel, direct the checkout of utilities, operations, systems and equipment for readiness and assist in their initial start-up and testing by the trade Construction Managers.

(k) Record Drawings - During the progress of the work, the Construction Manager shall require the site, plumbing, air conditioning, heating, ventilating, elevator, and electrical subcontractors to record on their field sets of drawings the exact locations, as installed, of all conduit, pipe and duct lines whether concealed or exposed which were not installed exactly as shown on the contract drawings. The Construction Manager shall also record all drawing revisions that have been authorized by change order that effect wall or partition locations, door and window locations and other template changes. The exact routing of piping, conduit runs shall be shown on these drawings.

Upon completion of the work, this data shall be recorded to scale utilizing a computer aided design and drafting application (CADD). Two (2) sets of disk files will be furnished to the Construction Manager by the Architect-Engineer, but the cost shall be borne by the Construction Manager. Each drawing shall be noted "As Built" and shall bear the date and name of the subcontractors that performed the work. Where the work was installed exactly as shown on the contract drawings the sheets shall not be disturbed except as noted above.

The Construction Manager shall review the completed As-Built drawings and ascertain that all data furnished on the drawings are accurate and truly represent the work as actually installed. When manholes, boxes, underground conduits, plumbing, hot or chilled water lines, inverts, etc. are involved as part of the work, the Construction Manager shall furnish true elevations

Attachment: Azalea Mid CM AGREEMENT (3911 : Agreement - Skanska USA/Azalea Middle School)

and locations, all properly referenced by using the original bench mark used for the project The disks shall be submitted to the Architect-Engineer when completed, together with two sets of blue line or black line prints for certification and forwarding to the Owner at the time of final completion.

(l) Project Closeout - In addition to the foregoing, on or before final completion of the project, the Construction Manager shall provide the following to the Owner:

(1) "As-built" Drawings by Construction Manager (as per Article 9) as follows:
- Two sets signed by Construction Manager as approved by the Architect-Engineer on paper (Preferred drawing size to be "D" 24" x 36" or "E" for larger buildings).
- One Auto Cad CD
- One PDF - CD

(2) Two hard copy sets of construction process submittals (including manufacturer's equipment specifications) and equipment service manuals organized by specifications divisions. Construction Manager shall provide two – four (4) drawer file cabinets (no lateral files) with locks, one for the school/facility and one for DOC Center (as per Article 9).

(3) A "Warranty, Training and Equipment Transfer Book" including the following items:
- A Master List of each warranty
- Original copy of signed warranties as listed on Master List
- Copy of Construction Manager, General Contractors, and Subcontractors warranties with their phone # and address
- List of training to be per specifications
- List of portable equipment being transferred to school/Maintenance Department and its cost

(4) Original certifications of the following:
A. Original Engineer approval of HVAC test and balance report; and CD copy of test and balance report - by test and balance company
B. HVAC controls test with point to point validation
C. Elevator inspection report from state
D. Fire alarm tests report
E. Boiler inspection report from state
F. Paint manufacture, paint color codes, and drawdown cards
G. All glass wind protection shelter certification
H. Division 17, copies of initial testing, preliminary system performance testing, preliminary equalization of completed systems and final proof of performance testing of completed system
I. Water treatment test report
J. Absence of Friable Materials Certification
K. Copy of Certificate of Completion or Certificate of Occupancy

(5) Five aerial photos of new completed facilities to be provided in Digital CD format (5 mega pixel minimum with a direct overhead photo and four compass point photos at 45 degrees) plus all construction related photos.

(6) Copy of Final Punch List and Certificate of Final Completion.

(10) Administrative Records - The Construction Manager will maintain at the job site, unless agreed to otherwise by the Owner, on a current basis, files and records such as, but not limited to the following:

Contracts or Purchase Orders
Shop Drawing Submittal/Approval Logs
Equipment Purchase/Delivery Logs-
Contract Drawings and Specifications with Addenda
Warranties and Guarantees
CM Cost Accounting Records:
Sales Tax Recovery Status Report
Labor Costs
Material Costs

Attachment: Azalea Mid CM AGREEMENT (3911 : Agreement - Skanska USA/Azalea Middle School)

Equipment Costs
Cost Proposal Requests
Payment Request Records
Meeting Minutes
Cost-Estimates
Bulletin Quotations
Lab Test Reports
Insurance Certificates and Bonds
Contract Changes
Purchase Orders
Material Purchase Delivery Logs
Technical Standards
Design Handbooks
As-Built" Marked Prints
Operating & Maintenance Instruction
Daily Progress Reports
Monthly Progress Reports
Correspondence Files
Transmittal Records
Inspection Reports
Bid/Award Information
Bid Analysis and Negotiations
Punch Lists
PMIS Schedule and Updates
Suspense (Tickler) Files of Outstanding Requirements
Project Manual

The project records shall be available at all times to the Owner and Architect-Engineer for reference or review.

(11) Owner Occupancy - The Construction Manager shall provide services during the design and construction phases, which will provide a smooth and successful Owner occupancy of the project. The Construction Manager shall provide consultation and project management to facilitate Owner occupancy and provide transitional services to get the work, as completed by the Construction Managers, "on line" in such conditions as will satisfy Owner operational requirements.

The Construction Manager shall conduct a preliminary punch list inspection and coordinate the completion of all punch list work to be done with Owner occupancy requirements in mind.

The Construction Manager shall catalog operational and maintenance requirements of equipment to be operated by maintenance personnel and convey these to the Owner in such a manner as to promote their usability. The Construction Manager shall provide operational training, in equipment use, for building operators.

The Construction Manager shall secure required guarantees and warranties, assemble and deliver same to the Owner in a manner that will facilitate their maximum enforcement and assure their meaningful implementation.

The Construction Manager shall continuously review "As-Built" Drawings and mark up progress prints to provide as much accuracy as possible.

(12) Warranty - Where any work is performed by the Construction Manager's own forces or by subcontractors under contract with the Construction Manager, the Construction Manager shall warrant that all materials and equipment included in such Work will be new except where indicated otherwise in Contract Documents, and that such Work will be of good quality, free from improper workmanship and defective materials and in conformance with the Drawings and Specifications. With respect to the same Work, the Construction Manager further agrees to correct all work found by the Owner to be defective in material and workmanship or not in conformance with the Drawings and Specifications for a period of one year from the Date of Substantial Completion or for such longer periods of time as may be set forth with respect to specific warranties contained in the trade sections of the Specifications. The Construction Manager shall collect and deliver to the Owner any specific written warranties given by others as required by the Contract Documents. Also, the

Attachment: Azalea Mid CM AGREEMENT (3911 : Agreement - Skanska USA/Azalea Middle School)

Construction Manager shall conduct, jointly with the Owner and the Architect-Engineer, a warranty inspection six (6) months after the date of Substantial Completion, and a further warranty inspection twelve (12) months after the date of Substantial Completion. At the conclusion of each warranty inspection, the Construction Manager shall provide the Owner a written report detailing any observation of defects of any kind and a proposed remediation plan.

2.4 REPORTING REQUIREMENTS - PROJECT MANAGEMENT INFORMATION SYSTEM (PMIS)

2.4.1 General:

(1) Commencing immediately after execution of this Agreement, the Construction Manager shall implement and shall utilize throughout the life of this Agreement all subsystems of the Project Management Information System hereinafter referred to as PMIS.

(2) The reports, documents, and data to be provided shall represent an accurate assessment of the current status of the Project and of the work remaining to be accomplished and it shall provide a sound basis for identifying variances and problems and for making management decisions. It shall be prepared and furnished to the Owner and the Architect-Engineer monthly and shall accompany each pay request as a prerequisite of payment.

(3) If requested by the Owner, the Construction Manager shall conduct a comprehensive workshop in Pinellas County for participants designated by the Owner and additional seminars as required to provide instruction. This workshop and the seminars shall facilitate each participant's and the Owner's representatives' use and understanding of PMIS; shall support, in-part, the function of organizing in concert with the Architect-Engineer for the design and construction of the Project; and shall establish, with the full concurrence of the Owner and the Architect-Engineer, procedures for accomplishing the management control aspect of the Project.

(4) The PMIS shall be described in terms of the following major subsystems:
(a) Narrative Reporting, on a monthly basis,
(b) Schedule Control, on a monthly basis,
(c) Cost Control, and estimating,
(d) Project Accounting,
(e) Accounting and Payment, and
(f) Action Reports.

2.4.2 Narrative Reporting Subsystem

(1) The Construction Manager shall prepare written reports as described hereunder. No other PMIS narrative reports shall be required. All reports shall be in 8 1/2" X 11" format.

(2) The Narrative Reporting Subsystem shall include the following reports:

(a) A Monthly Executive Summary which provides an overview of current issues and pending decisions, future developments and expected achievements, any problems or delays, including code violations, and proposed solutions to alleviate any existing problems or delays.

(b) A Monthly Cost Narrative describing the current construction cost estimate status of the Project.

(c) A Monthly Scheduling Narrative summarizing the current status of the overall project schedule. This report shall include an analysis of the various project schedules, a description of the critical path, and other analyses as necessary to compare planned performance with actual performance.

(d) A Monthly Accounting Narrative describing the current cost and payment status of the entire project. This report shall relate current encumbrances and expenditures to the budget allocations.

(e) A Monthly Construction Progress Report during the construction phase summarizing the work of the various subcontractors. This report shall include information from the weekly job site meetings as applicable such as general conditions, long lead supplies, current deliveries,

Attachment: Azalea Mid CM AGREEMENT (3911 : Agreement - Skanska USA/Azalea Middle School)

safety and labor relations programs permits, construction problems and recommendations, and plans for the succeeding month.

(f) On a monthly basis, and included with the monthly report, the Construction Manager shall provide aerial photographs of construction site. The photographs shall consist of three (3) 8" x 10" prints of three different views with a project specific title block identifying the project.

(g) A Daily Construction Diary during the construction phase describing events and conditions on the site as well as manpower totals and hours worked per person on an individual basis.

(3) The reports outlined in subsection (2)(a) through (f) above shall be bound with applicable computer reports and submitted monthly during design and construction phases and shall be current through the end of the preceding month. Copies shall be transmitted to the Owner and the Architect-Engineer and others designated by the Owner with the monthly pay requisition.

Additional copies of the report outlined in subsection (2)(a) shall be bound separately and distributed monthly as directed by the Owner.

(4) The Daily Construction Diary outlined in subsection (2)(g) above shall be maintained at the site available to the Owner and Architect-Engineer. A bound copy of the complete diary shall be submitted to the Owner at the conclusion of the project.

2.4.3 Scheduled Control Subsystem

(1) Master Project Schedule – Within 30 days of the execution of this Agreement, the Construction Manager shall prepare and submit a Master Project Schedule covering the planning and design approvals, construction, Owner occupancy, and substantial completion of the Project. This schedule will serve as the framework for the subsequent development of all detailed schedules. The Master Project Schedule shall be produced and updated monthly throughout the project.

(2) Within thirty (30) days after the date of the Owner's issuance of the Building Permit, the Construction Manager shall prepare and submit to the Architect-Engineer a construction schedule in quadruplicate graphically depicting the activities contemplated to occur as a necessary incident to performance of the work required to complete the project, showing the sequence in which the Construction Manager proposes for each such activity to occur and duration (dates of commencement and completion, respectively) of each such activity. The Architect-Engineer shall determine whether the construction schedule developed and submitted by the Construction Manager meets the requirements stated above and such determination shall be binding on the Construction Manager. Failure of the Construction Manager to develop and submit a construction schedule as aforesaid shall be sufficient grounds for the Architect-Engineer to find the Construction Manager in substantial default and certify to the Owner that sufficient cause exists to terminate this Agreement or to withhold any payment.

Following development and submittal of the construction schedule as aforesaid, the Construction Manager shall, at the end of each calendar month occurring thereafter during the period of time required to finally complete the subject project and at the time any partial or final Guaranteed Maximum Price is established (as provided for herein), or at such earlier intervals as circumstances may require, update and revise the construction schedule to show the actual progress of the work performed and the occurrence of all events which have affected the progress of performance of the work already performed or will affect the progress of the performance of the work yet to be performed in contrast with the planned progress of performance of such work, as depicted on the original construction schedule and all updates and revisions thereto as reflected in the updated and/or revised construction schedule last submitted prior to submittal of each such monthly update and revision. All updated and revised schedules shall reflect any and all delays carried over from prior submitted construction schedules, unless such delay has been abated prior to the submission of an updated and revised construction schedule. Each such update and revision to the construction schedule shall be submitted to the Architect-Engineer in duplicate. Failure of the Construction Manager to update, revise, and submit the construction schedule as aforesaid shall be sufficient grounds for the Architect-Engineer to find the Construction Manager in substantial default and certify to the Owner that sufficient cause exists to terminate this Agreement or to withhold payment to the Construction Manager until a schedule or schedule update acceptable to the Architect-Engineer is submitted.

Attachment: Azalea Mid CM AGREEMENT (3911 : Agreement - Skanska USA/Azalea Middle School)

(3) The Construction Manager shall prepare and incorporate into the schedule database, at the required intervals, the following schedules:

(a) Pre-Subcontract Schedules (Subnetworks) - The Construction Manager shall prepare a construction schedule for work encompassed in each subcontract package. The schedule shall be sufficiently detailed as to be suitable for inclusion in the package as a framework for contract completion by the subcontractor. It shall show the interrelationships between the work of the subcontractor and that of other subcontractors, and shall establish milestones keyed to the Master Project Schedule.

(b) Subcontractor Construction Schedules (Subnetworks) - Upon the execution of each subcontract, the Construction Manager shall jointly with the subcontractor, develop a schedule which is more detailed than the pre-subcontract schedule included in the specifications, taking into account the work schedule of the other subcontractors. The construction schedule shall include as many activities as necessary to make the schedule an effective tool for construction planning and for monitoring the performance of the subcontractor. The construction schedule shall also show pertinent activities for material purchase orders, manpower supply, shop drawing schedules and material delivery schedules.

(c) Occupancy Schedule - The Construction Manager shall jointly develop with the Architect-Engineer and Owner a detailed plan, inclusive of punch lists, final inspections, maintenance training and turn-over procedures, to be used for ensuring accomplishment of a smooth and phased transition from construction to Owner occupancy. The Occupancy Schedule shall be produced and updated monthly from its inception through final Owner occupancy.

2.4.4 Cost Control Subsystem - The operation of this subsystem shall provide sufficient timely data and detail to permit the Construction Team to control and adjust the project requirements, needs, materials, equipment and systems by building and site elements so that construction will be completed at a cost which, together with all other project costs, will not exceed the maximum total project budget. Requirements of this subsystem include as a minimum the following submissions at the following phases of the project:

Estimates

(a) At completion of Schematic Design Phase I, for Each Item or scope of work.

(b) At Completion of Preliminary Design Phase II, for Each Item or scope of work.

(c) At Completion of 66% Construction Documents Phase III, for Each Item or scope of work.

(d) At establishment of any partial and final Guaranteed Maximum Price.

(e) Construction Documents Estimates - Prior to the establishment of a partial and/or final Guaranteed Maximum Price, when the working drawings and specifications are complete, the Construction Manager shall prepare and submit a cost estimate on the basis of a quantitative material take-off with current local cost for each scope of work.

(f) The information required by this part shall be provided in writing prior to final payment for each phase.

2.4.5 Project Accounting Subsystem - The operation of this subsystem shall enable the Construction Team to plan effectively and to monitor and control the funds available for the project, cash flow, costs, change orders, payments, and other major financial factors by comparison of budget, estimate, total commitment, amounts invoiced, and amounts payable. This subsystem will be produced and updated monthly and includes the following reports :

(a) Costs Status Report presenting the budget, estimate, and base commitment (awarded contracts and purchase orders) for any given contract or budget line item. It shall show approved change orders for each contract which when added to the base commitment will become the total commitment. Pending change orders will also be shown to produce the total estimated probable cost to complete the work.

(b) A Payment Status Report showing the value in place (both current and cumulative), the amount

Attachment: Azalea Mid CM AGREEMENT (3911 : Agreement - Skanska USA/Azalea Middle School)

invoiced (both current and cumulative), the retainage (both current and cumulative), the amount payable (both current and cumulative), and the balance remaining. A summary of this report shall accompany each pay request.

(c) A Detailed Status Report showing the complete activity history of each item in the project accounting structure. It shall include the budget, estimate and base commitment figures for each contract. It shall give the change order history including change order numbers, description, proposed and approved dates, and the proposed and approved dollar amounts. It shall also show all pending or rejected change orders.

(d) A Cash Flow Diagram showing the projected accumulation of cash payments against the project. Cash flow projections shall be generated for anticipated monthly payments as well as cumulative payments.

(e) A Job Ledger shall be maintained as necessary to supplement the operation of the project accounting subsystem. The job ledger will be used to provide construction cost accountability for general conditions work, on-site reimbursable expenses, and costs requiring accounting needs.

(f) A Direct Tax Savings Purchase Plan shall be developed and submitted to the Owner for approval. Upon acceptance, this plan will be part of the Construction Manager's services.

2.4.6 Accounting and Payment Subsystem – The Construction Manager shall provide the Owner with reports of its internal accounting and payment systems on forms provided by the Construction Manager subject to the Owner's approval.

2.4.7 Action Reports – The Construction Manager shall provide the Owner with reports of the Construction Manager's internal activities on forms provided by the Construction Manager subject to the Owner's approval.

ARTICLE 3
SUBCONTRACTS

3.1 Definition - A Subcontractor is a person or organization who has a direct contract with the Construction Manager to perform any of the work at the site. Nothing contained in the Contract Documents shall create any contractual relation between the Owner or Architect-Engineer and any subcontractor.

3.2 Procedures - The Construction Manager shall develop procedures which are acceptable to the Owner for the prequalification of Subcontractors. Subject to Article 9 and, in accordance with Article 2.2(10), the Construction Manager shall request and receive proposals from subcontractors and suppliers and will award those contracts to the qualified firm after it has reviewed each proposal and is satisfied that the subcontractor is qualified to perform the work.

3.3 Required Subcontractors' Qualifications and Subcontract Conditions

3.3.1 Subcontractual Relations - By an appropriate written agreement, the Construction Manager shall require each Subcontractor to the extent of the work to be performed by the Subcontractor, to be bound to the Construction Manager by the terms of the Contract Documents, and to assume toward the Construction Manager all the obligations and responsibilities which the Construction Manager by these Documents, assumes toward the Owner and the Architect-Engineer. Said agreements shall preserve and protect the rights of the Owner and Architect-Engineer under the Contract Documents with respect to the Work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights. Where appropriate, the Construction Manager shall require each Subcontractor to enter into similar agreements with its Sub-subcontractor.

The Construction Manager shall make available to each proposed Subcontractor, prior to the execution of the Subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Article 3.3 and identify to the Subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents. Each Subcontractor shall similarly make copies of such Documents available to its Sub-subcontractors.

3.3.2 Subcontract Requirements

(1) On all subcontracts where the bid exceeds $50,000, the Construction Manager may require

Attachment: Azalea Mid CM AGREEMENT (3911 : Agreement - Skanska USA/Azalea Middle School)

Subcontractors to provide a 100% performance bond and a 100% labor and material payment bond from a surety company authorized to do business in the State of Florida by the Department of Insurance. If the Construction Manager wishes to award subcontracts to subcontractors unable to supply this bonding, it may request special authorization to do so. Upon providing justifiable background information, such authorization shall not be withheld unreasonably.

(2) All Subcontracts shall provide:

LIMITATION OF REMEDY - NO DAMAGES FOR DELAY
That the subcontractor's exclusive remedy for delays in the performance of the contract caused by events beyond its control, including delays claimed to be caused by the Owner or Architect-Engineer or attributable to the Owner or Architect-Engineer and including claims based on breach of contract or negligence, shall be an extension of its contract time.

In the event such change in the work is completed by a subcontractor or a sub-subcontractor, the contractor actually performing the work shall be limited to a maximum mark up of 10% on its actual cost of material, labor, and equipment costs. Additionally, if the work is performed by a sub-subcontractor, the subcontractor will be limited to a mark up of 5% on the actual cost passed through from the sub-subcontractor. The total cumulative mark up on all changes in the work shall not exceed 15%.

Each subcontract shall require the subcontractor to expressly agree that the foregoing constitute the sole and exclusive remedies for delays and changes in the work and thus eliminate any other remedies for claim for increase in the contract price, damages, losses or additional compensation.

Each subcontract shall require that any claims by subcontractor for extension of contract time due to delay or for adjustments due to changes in the scope of work must be submitted to Construction Manager within the time and in the manner in which the Construction Manager must submit such claims to the Owner, and that failure to comply with the conditions for giving notice and submitting claims shall result in the waiver of such claims.

3.4 Responsibilities for Acts and Omissions - The Construction Manager shall be responsible to the Owner for the acts and omissions of its employees and agents and its subcontractors, their agents and employees, and all other persons performing any of the work or supplying materials under a contract to the Construction Manager.

3.5 Subcontracts to be Provided - If requested by the Owner, the Construction Manager shall include a copy of each subcontract, including the general and supplementary conditions, in the Project Manual.

ARTICLE 4
OWNER'S RESPONSIBILITIES

4.1 Owner's Information - The Owner shall provide full information regarding its requirements for the project.

4.2 Owner's Representative - The Owner shall designate a representative who shall be fully acquainted with the project and shall define the lines of Owner authority to approve Project Construction Budgets, and changes in Project. It shall render decisions promptly and furnish information expeditiously.

4.3 Architect and Engineer's Agreement - The Owner shall retain an Architect-Engineer for design and to prepare construction documents for the project. The Architect-Engineer's services, duties and responsibilities are described in the Agreement between the Owner and the Architect-Engineer, a copy of which will be furnished to the Construction Manager. The Agreement between the Owner and the Architect-Engineer shall not be modified without written notification to the Construction Manager.

4.4 Site Survey and Reports - The Owner shall provide for the furnishing for the site of the project all surveys describing the physical characteristics including asbestos surveys, as required, soil reports, and subsurface investigations, legal limitations, utility locations, and a legal description.

4.5 Approvals and Easements - The Owner shall pay for necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

Attachment: Azalea Mid CM AGREEMENT (3911 : Agreement - Skanska USA/Azalea Middle School)

4.6 Legal Services - The Owner shall furnish such legal services as may be necessary for providing the items set forth in Article 4.5 and such auditing services as it may require.

4.7 Cost of Surveys & Reports - The services, information, surveys and reports required by the above paragraphs shall be furnished with reasonable promptness in accordance with the approved schedule at the Owner's expense, and the Construction Manager shall be entitled to rely upon the accuracy and completeness thereof.

4.8 Drawings and Specifications - The Owner will make available to the Construction Manager a reproducible set of all copies of Drawings and Specifications reasonably necessary and ready for printing.

4.9 Project Fault Defects - If the Owner becomes aware of any fault or defect in the Project or non-conformance with the drawings and specifications, it shall give prompt written notice thereof to the Construction Manager and Architect-Engineer.

4.10 Funding - The Owner shall furnish in accordance with the established schedule, reasonable evidence satisfactory to the Construction Manager that sufficient funds will be available and committed for the cost of each part of the Project. The Construction Manager shall not commence any work, unless authorized in writing by the Owner.

4.11 Lines of Communication - The Owner and Architect-Engineer shall communicate with the Subcontractors or suppliers only through the Construction Manager while such method of communication is effective in maintaining project schedules and quality.

4.12 Lines of Authority - The Owner shall establish and maintain lines of authority for its personnel and shall provide this definition to the Construction Manager and all other affected parties.

4.13 Permitting & Code Inspections - The Owner recognizes and coordinates with the appropriate Permitting Authority and expects the Construction Manager to do the same.

ARTICLE 5
INSPECTION

Construction will be inspected for code compliance, compliance with drawings and specifications, and quality by inspectors working for the Owner.

5.1 Code Inspections - All projects require detailed code compliance inspections during construction in disciplines determined by the Owner and the Architect-Engineer. These disciplines normally include, but are not necessarily limited to, structural, mechanical, electrical, plumbing and general building.

Inspection personnel will be provided by the Owner and the Architect-Engineer. Names, addresses, and phone numbers of the inspectors will be provided to the Construction Manager. The Construction Manager shall communicate and cooperate with outside agencies for inspections as required.

The Construction Manager shall notify the appropriate inspector(s), no less than 48 hours in advance that the work is ready for inspection and before the work is covered up. Work not inspected and approved prior to cover-up shall be uncovered for inspection. All costs for uncovering and reconstruction shall be borne by the Construction Manager.

All inspections shall be made for conformance with the applicable building codes, compliance with drawings and specifications, and quality.

Cost for all re-inspections of work found defective and subsequently repaired shall be borne by the Construction Manager.

ARTICLE 6
GUARANTEED MAXIMUM PRICE FOR CONSTRUCTION

6.1 Guaranteed Maximum Price (GMP) Proposal - When the Design Documents, as generally defined by a design document listing to be provided by the Architect-Engineer and Construction Manager upon execution of this Agreement for use as a guide in developing the specifications and plan data necessary to

Attachment: Azalea Mid CM AGREEMENT (3911 : Agreement - Skanska USA/Azalea Middle School)

establish a Guaranteed Maximum Price, are sufficiently complete to establish the scope of work for the Project or any portion thereof, or at such time thereafter designated by the Owner, the Construction Manager will establish and submit in writing for the Owner's approval, a Guaranteed Maximum Price ("GMP") or Partial GMP, guaranteeing the maximum price to the Owner, for the construction cost of the Project as a whole (GMP) or designated part thereof (Partial GMP). Such GMP, or Partial GMP, as applicable, will be subject to modification for changes in the Project as provided in Article 10. However, the actual price paid for the work by the Owner shall be the lesser of (1) the GMP (or Partial GMP where appropriate); or (2) the sum of the following: the actual cost of all subcontracts, supply contracts, direct labor costs, direct supervision costs, and direct job costs as defined under Article 9 necessary for the completion of the Project or applicable part thereof in the case of a Partial GMP, and the Construction Manager's compensation under Article 8. If a Partial GMP is needed, see Exhibit C. This Partial GMP, including cost of the work in the amount of **$250,000** has been reviewed and approved.

OWNER SHALL NOT BE LIABLE FOR NOR SHALL IT PAY CONSTRUCTION MANAGER ANY SUMS IN EXCESS OF THE GUARANTEED MAXIMUM PRICE. CONSTRUCTION MANAGER SHALL PAY ALL SUMS IN EXCESS OF THE GUARANTEED MAXIMUM PRICE WITHOUT REIMBURSEMENT FROM THE OWNER. CONSTRUCTION MANAGER AGREES THAT ANY AND ALL SAVINGS BELONG AND/OR REVERT BACK TO THE OWNER.

6.2 Taxes - The GMP will only include those taxes in the cost of the project which are legally enacted at the time the GMP is established.

6.3 Cost of Work and Contingency - At the time of submission of a Guaranteed Maximum Price, the Construction Manager will verify the time schedule for activities and work which were adopted by the Construction Team and used to determine the Construction Manager's cost of work. In addition to the cost of work, a GMP will include an agreed upon sum as the construction contingency which is included for the purpose of defraying the expenses due to unforeseen circumstances relating to construction. The Construction Manager will be required to furnish documentation evidencing expenditures charged to this contingency prior to the release of funds by the Owner. Documentation for use of the contingency shall be determined by the Construction Team, included in the Project Manual and displayed monthly in the PMIS. The Architect-Engineer shall verify the actual costs. If subcontracts or supply contracts are received below the applicable line items in the GMP, the surplus will be added to the contingency.

If subcontracts or supply contracts are received above the applicable line item in the GMP the deficiency may be taken from the contingency, however such events shall not be cause to increase the GMP.

If subcontracts or supply contracts are not received for a portion of the work at or below the applicable line item amount in the GMP, the Construction Manager reserves the right to perform that portion of the work as acknowledged by the Owner or negotiate for its performance for the specified line item lump sum amount or less.

6.4 Reduction of Contingency - When 100% of the contracts with subcontractors and suppliers have been executed, the contingency within the GMP may be decreased in proportion to the percent of the work completed. In other words, if 10% of the work has been completed and the Owner requests that the contingency within the GMP be adjusted, then 10% of the contingency within the GMP will be removed from the GMP by change order. At such time that the contingency equals 10% of its original sum, no further deductions will occur until the project is 100% complete and accepted.

ARTICLE 7
SCHEDULE, TIME OF COMMENCEMENT, SUBSTANTIAL COMPLETION AND PENALTIES

7.1 At the earlier of the time a Guaranteed Maximum Price (GMP) or a Partial GMP is established, as provided for in Article 7, a project substantial completion date, a project final completion date and an Owner Occupancy date for completion of the project in accordance with the Master Project Schedule, shall also be established by the Construction Team. The Construction Manager agrees to complete the construction in accordance with the agreed upon substantial completion date, final completion date and Owner Occupancy date.

7.2 The Owner and Construction Manager acknowledge that failure to complete the project within the construction time set forth in the approved schedule will result in substantial damages to the Owner including, without limitation, delay damages, inconvenience, additional overhead and costs likely to be sustained by the Owner. Penalties for failure to comply with the terms of this Agreement, as provided for

Attachment: Azalea Mid CM AGREEMENT (3911 : Agreement - Skanska USA/Azalea Middle School)

by Florida Statutes s. 1013.47, will be determined and identified by the Owner's designated representative at the time a GMP is established for all of the project, or a Partial GMP is established for a portion of the project, as appropriate.

7.2.1 Liquidated Damages for Substantial Completion - The Construction Manager shall pay the Owner the sum of: **Two hundred fifty dollars ($250)** per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth in the Contract Documents for Substantial Completion of each phase, if phased, or the Project, if not phased.

Owner and Construction Manager acknowledge that any sums due and payable hereunder by the Construction Manager shall be payable, not as a penalty, but as liquidated damages representing a reasonable estimate of delay damages, inconvenience, additional overhead and costs likely to be sustained by the Owner as estimated at the time of executing this Agreement. If the Owner reasonably believes in its discretion that Substantial Completion will be delayed, the Owner shall be entitled, but not required, to withhold any amounts otherwise due the Construction Manager an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when in the Owner's discretion the Construction Manager overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Construction Manager those funds withheld, but no longer applicable, as liquidated damages.

Substantial Completion, in the context of this Agreement, does not refer to any prior dates wherein the Owner employs other contractors to work on the same site of the Project.

7.2.2 Liquidated Damages for Final Completion - If the Construction Manager fails to achieve final completion within 60 days of the date of Substantial Completion, the Construction Manager shall pay the Owner the sum of **Two hundred fifty dollars ($250)** per day for each and every calendar day of unexcused delay in achieving final completion beyond the date set forth for final completion of the Project.

Any sums due and payable hereunder by the Construction Manager shall be payable, not as a penalty, but as liquidated damages representing a reasonable estimate of delay damages, inconvenience, additional overhead and costs likely to be sustained by the Owner as estimated at or before the time of executing this Agreement. When the Owner reasonably believes that final completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Construction Manager an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays.

Prior being entitled to receive final payment, and as a condition precedent thereto, the Construction Manager shall provide the Owner, in the form and manner required by Owner, if any, the following:

1. An affidavit that Construction Manager's obligations to all subcontractors, laborers, equipment or suppliers, or other third parties in connection with the Project, have been paid or otherwise satisfied;
2. Such other documents as required by the Project Manual from each subcontractor, lower tier subcontractor, laborer, supplier or other person or entity who has or might have a claim against the Owner including but not limited to final release of lien;
3. All product warranties, operating manuals, instruction manuals and other documents customarily required of the Construction Manager or reasonably required by Owner, including but not limited to those required elsewhere in the Contract Documents, as part of its Project Closeout procedures.

7.3 Partial use or occupancy of the Project shall not result in the Project being deemed substantially completed, and such partial use or occupancy shall not be evidence of Substantial Completion.

7.4 The date of Owner Occupancy shall occur as described in Articles 2.3(11) and 7.1 hereinabove. Warranties called for by this Agreement or by the Drawings and Specifications shall commence on the date of project Substantial Completion.

ARTICLE 8
CONSTRUCTION MANAGER'S COMPENSATION

8.1 In consideration of the performance of this Agreement the Owner agrees to pay the Construction Manager as compensation for its services the fees set forth below in Subparagraphs 8.1.1, 8.1.2 and 8.1.3.

Attachment: Azalea Mid CM AGREEMENT (3911 : Agreement - Skanska USA/Azalea Middle School)

8.1.1 Compensation for Pre-Construction Services - For the performance of the services set forth under paragraphs 2.4.3(1), 2.4.4(a)(b)(c)(d), 2.2(1), 2.2(2) and 2.2(3) and for profit and overhead related to these services, a fixed amount lump sum total **$ 32,453.91** shall be due upon satisfactory completion of the work associated with the following phases according to the following breakdown:

(a)	Schematic Design Phase I	**$10,817.97**
(b)	Preliminary Design Phase II	**$10,817.97**
(c)	Construction Documents Phase III / Establishment of GMP	**$10,817.97**
	TOTAL:	**$32,453.91**

The Construction Manager's personnel to be assigned during this phase, their duties and responsibilities to this project, and the duration of their assignments are shown on Exhibit "A." However, the Owner retains the right to review the need and effectiveness of any employee or employees assigned by the Construction Manager.

8.1.2 Compensation for Construction Services - Prior to commencement of the Construction Phase, the Owner will direct the Construction Manager in writing to proceed into the Construction Phase by issuing the Notice to Proceed.

The Construction Manager's compensation for work or services performed during the Construction Phase shall be **$287,091.** This is based on an anticipated construction duration of **eleven (11)** months. The total Construction Phase Compensation shall be paid on a monthly basis based on the duration of the project. The first monthly payment shall become due thirty days following the submission by the Construction Manager of a GMP or Partial GMP as provided for in Article 6 above. If construction is authorized only for a part of the project or if the Construction Manager is performing work under a Partial GMP, the compensation shall be proportionate to the amount of work authorized by the Owner or included within the Partial GMP.

(1) Costs and Expenses Included - The following are included in the Construction Manager's compensation for services during the Construction Phase:

(a) Salaries or other compensation of the Construction Manager's managerial and/or supervisory employees at its principal office and branch offices. The Construction Manager's managerial and/or supervisory personnel, included in this provision, who are to be assigned to the Project during the construction phase, their duties and responsibilities to this Project, and the duration of their assignments are shown on Exhibit A.

(b) General operating expenses of the Construction Manager's principal and branch offices related to this Project.

(c) The costs of all data processing staff.

(d) Salaries or other compensation of the Construction Manager's managerial and/or supervisory employees at the job site. The Construction Manager's managerial and/or supervisory personnel to be assigned to the site during the Construction Phase to be included in this provision, as well as their duties and responsibilities and the duration of their assignment are shown on Exhibit "A."

(e) General operating expenses incurred in the management and supervision of the project, except as expressly included in Article 9.

(f) Those services set forth in Article 2.3(8), and (9).

(g) Relocation expenses for Construction Manager's personnel.

(h) The cost of administering the Direct tax saving purchase program. This cost shall include all expenses necessary for the Construction Manager to safeguard, store, and insure all Owner Direct tax saving purchases.

Attachment: Azalea Mid CM AGREEMENT (3911 : Agreement - Skanska USA/Azalea Middle School)

For purposes of calculating the costs associated with subparagraph (a) and (d), above, the Construction Manager's Labor Burden, to be included in such cost, shall not exceed the percentage set forth within the Labor Burden Calculation Form attached hereto as Exhibit "B." For purposes hereof, Labor Burden means the actual cost of benefits and taxes that Construction Manager must pay or chooses to pay its employees and shall not include any profit, markup or expense unrelated to employee compensation. With respect to benefits Construction Manager chooses to pay, the categories of such benefits must be approved by Owner. The following types of fringe benefits shall not be included in Labor Burden: incentive compensation, bonuses, personnel support costs, and extraordinary retirement benefits. Fringe benefits shall be reimbursable only as specified in Exhibit "B."

(2) Adjustments in Compensation - For changes in the project as provided in Article 10, the construction phase compensation shall be adjusted as follows:

(a) The Construction Manager shall be paid additional compensation subject to negotiation if the Construction Manager is placed in charge of reconstruction of an insured or uninsured loss excluding any condition that may have been caused by the negligent acts of the Construction Manager or anyone for whom the Construction Manager is responsible under this Agreement.

(b) If, at the time of the establishment of the GMP, or Partial GMP as applicable, as described in Article 6, the duration of construction differs from the above (measured by reference to the Owner Occupancy date referenced in Article 7 above), the construction phase compensation shall be re-negotiated and revised.

(c) Construction Manager's Exclusive Remedy (No Fault by Construction Manager): To the extent that the construction Substantial or Final Completion date is extended due to an act or neglect of the Owner or the Architect-Engineer, and without the fault of the Construction Manager, or where such extension is solely attributable to the Owner or the Architect-Engineer, the Construction Manager's sole and exclusive remedy is an extension of the construction completion date and payment of additional Compensation for Construction Services and additional Overhead necessitated by such delay. It is expressly understood by the parties that this provision is intended only to compensate the Construction Manager for expenses actually incurred as direct costs of construction exclusively related to the scope of work suffering delay and is not intended to provide additional profit or compensation to the Construction Manager except as may be agreed to by the Owner.

(d) Construction Manager's Exclusive Remedy (Contributory Fault of Construction Manager and Owner and/or Architect-Engineer): To the extent that the construction Substantial or Final Completion date is extended due to any act or neglect or confluence of acts or events for which both the Owner (and/or Architect-Engineer) and the Construction Manager are at fault, regardless of the proportion of fault attributable to either, the Construction Manager's sole and exclusive remedy is an extension of the construction completion date and such additional Compensation for Construction Services subject to negotiation with the Owner, except that any such additional compensation SHALL NOT include any provision for profit to the Construction Manager.

8.1.3 Overhead and Profit for Construction Phase - For overhead, profit and general expenses of any kind, except as may be expressly included in Article 9, for services provided during and related to the construction phase, the total amount of compensation shall be **5% of the Cost of the Project as defined in Article 8.1.4** and shall be paid proportionally to the ratio of the cost of the work in place, including stored materials and less retainage (see Article 12.1), as it bears on the latest estimate of the total construction cost or to the GMP or to the Owner's Construction Budget, whichever is less. The balance shall be paid when construction of the project is finally completed and occupancy of the project accepted by the Owner. If construction is authorized only for a part of the project, or if the Construction Manager is performing work under a Partial GMP, the amount of compensation shall be proportionate to the amount of work authorized by the Owner or included within in the Partial GMP.

8.1.4 Limitation on Construction Manager's Compensation – To the extent any provision of this Article 8 requires the calculation of the Construction Managers' compensation with reference to a percentage of the Cost of the Project, including, without limitation, any fees, overhead, profit or other compensation, the Cost

Attachment: Azalea Mid CM AGREEMENT (3911 : Agreement - Skanska USA/Azalea Middle School)

of the Project shall be deemed to exclude the following: preconstruction services, performance/payment bond, builder's risk insurance, liability insurance, guarantee, unused owner's contingency and overhead & profit, such amounts to be excluded prior to the calculation of any percentage based compensation,

ARTICLE 9
COST OF THE PROJECT

9.1 Definition - The term Cost of the Project shall mean costs necessarily incurred in the Project during the Construction Phase for Construction services and paid by the Construction Manager which are not included in Article 8. Such costs shall include only those items specifically set forth below in this Article.

The Owner agrees to pay the Construction Manager for the Cost of the Project as defined in this Article 9. Such payment shall be in addition to the Construction Manager's compensation stipulated in Article 8.

9.2 Direct Cost Items

(1) Wages paid for labor (as opposed to wages paid to management or supervisory personnel) in the direct employ of the Construction Manager in the performance of its work under this Agreement plus Labor Burden to cover fringe benefits as set forth below.

For purposes of calculating the cost of labor to be reimbursed under the previous paragraph, the Construction Manager's Labor Burden shall not exceed the percentage set forth within the Labor Burden Calculation Form attached hereto as Exhibit "B." For purposes hereof, Labor Burden means the actual cost of benefits and taxes that Construction Manager must pay or chooses to pay its employees and shall not include any profit, markup or expense unrelated to employee compensation. With respect to benefits Construction Manager chooses to pay, the categories of such benefits must be approved by Owner. The following types of fringe benefits shall not be included in the Labor Burden: incentive compensation, bonuses, personnel support costs, and extraordinary retirement benefits. Fringe benefits shall be reimbursable only as specified in Exhibit "B."

(2) Cost of all materials, supplies and equipment incorporated in the Project, including costs of transportation and storage thereof.

(3) Payments due to subcontractors from the Construction Manager or made by the Construction Manager to subcontractors for their work performed pursuant to contract under this Agreement.

(4) Cost including transportation and maintenance of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workmen, which are employed or consumed in the performance of the work, cost on such items used but not consumed which may be turned over to the Owner at the end of the project and cost less salvage value on such items used but not consumed which remain the property of the Construction Manager. For those items to be turned over to the Owner at the end of the project, Article 2.2(7) shall apply.

(5) Rental charges on all necessary machinery and equipment, exclusive of hand tools used at the site of the Project, whether rented from the Construction Manager or other, including installation, repairs and replacements, dismantling, removal, costs of lubrication, transportation and delivery costs thereof, which are used in the support of a sub-Construction Manager or the Construction Manager's own forces in the performance of the work, at rental charges consistent with those prevailing in the area.

(6) Cost of the premiums for all insurance and cost of premiums for all bonds which the Construction Manager is required to procure by this Agreement specifically for the construction project. This includes any sub-contractor bonds the Construction Manager deems appropriate.

(7) Sales, use, gross receipts or similar taxes related to allowable direct costs of the Project imposed by any governmental authority, and for which the Construction Manager is liable.

(8) The cost of corrective work subject, however, to the GMP and except for any corrective work made necessary because of defective workmanship or other causes contributed to by the Construction Manager or its subcontractors or suppliers.

Attachment: Azalea Mid CM AGREEMENT (3911 : Agreement - Skanska USA/Azalea Middle School)

No costs shall be paid by the Owner to the Construction Manager for any expenses made necessary to correct defective workmanship or to correct any work not in conformance with the Plans and Specifications or to correct any deficiency or damage caused by negligent acts by the Construction Manager.

(9) Minor expenses at the site, such as telegrams, long distance telephone calls, telephone service, expressage, postage, and similar petty cash items in connection with the Project to be billed at cost.

(10) Costs for trash and debris control and removal from the site.

(11) Cost incurred due to an emergency affecting the safety of persons and property.

(12) Legal costs reasonably and properly resulting from prosecution of the Project for the Owner, including handling claims for changes by Subcontractors and Vendors, subject to the following limitations:

(a) The Owner approved incurring such costs in advance, which approval shall not be unreasonably denied; and

(b) The legal costs were not incurred as result of the Construction Manager's own negligence or default.

This paragraph does not provide for payment of legal costs incurred in preparing or asserting claim or requests, by Construction Manager itself, for change orders or in enforcing the obligations of this Agreement.

(13) All costs directly incurred in the performance of the Project for the benefit of the Project and not included in the Construction Manager's fees as set forth in Article 8.

(14) If requested by the Owner, the Construction Manager will perform all or a portion of any item in Article 9 for the cost of the work.

(15) If approved by the Owner, the Construction Manager, when qualified, may perform all or a portion of the work for any item listed on the estimate or GMP breakdown where it is deemed advantageous due to schedule or economic benefit for the direct cost of the work.

(16) Transportation greater than 100 miles from the site for those personnel employed directly for the project, not including relocation expenses. Such transportation must be approved in advance by the Owner, and may be in accordance with the Construction Manager's standard personnel policy but not exceeding the limits established by Florida Statutes 112.061.

(17) Costs of all reproductions used for bidding or information purposes required by the project to directly benefit the project.

(18) Costs for watchman and security services for the project.

(19) Costs for efficient logistical control of the site, including horizontal and vertical transportation of materials and personnel. Also, costs for adequate storage and parking space.

(20) Costs for such temporary facilities during construction, as approved by the Owner, including temporary water, heat, power, sanitary facilities, telephones, radios and computers with software.

(21) Costs for any job site items not referenced herein, not normally provided by the subcontractors, which will be provided by the Construction Manager as required to complete the work.

(22) Cost of utilizing a computer aided design and drafting application (CADD) for record drawings as described in Article 2.3(9)(k). Upon completion of the work, the Construction Manager shall obtain two (2) sets of disk files from the Architect-Engineer and record to scale all as-built conditions. The disk shall be submitted to the Architect-Engineer when completed, together with two sets of blue line or black line prints for certification and forwarding to the Client Agency, at the time of final completion.

Attachment: Azalea Mid CM AGREEMENT (3911 : Agreement - Skanska USA/Azalea Middle School)

(23) Costs for scheduling the services of independent testing laboratories and providing the necessary testing of materials to ensure conformance to contract requirements.

(24) Job office supplies – includes paper, pencils, paper clips, file folders, staples, etc…, and janitorial supplies (blue print paper not included).

ARTICLE 10
CHANGE IN THE PROJECT

10.1 Change Orders - The Owner, without invalidating this Agreement, may order Changes in the Project within the general scope of this Agreement consisting of additions, deletions or other revisions, the GMP, and the current construction schedule, being adjusted accordingly. All changes in the Project not covered by an authorized contingency shall be authorized by Change Order signed by the Owner before the change is implemented.

10.1.1 A Change Order is a written order to the Construction Manager signed by the Owner, issued after the execution of this Agreement, authorizing a Change in the Project, the Construction Manager's fee, or the current construction schedule. Each adjustment in the GMP resulting from a Change Order shall clearly separate the amount attributable to the Cost of the Project.

10.1.2 The increase or decrease in the Guaranteed Maximum Price resulting from a change in the Project shall be determined in one or more of the following ways:

(1) by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation by the Architect-Engineer and Owner;

(2) by unit prices stated in the Agreement or subsequently agreed upon;

(3) by cost as defined in Article 9 and a mutually acceptable fixed or percentage fee; or

(4) by the method provided in Subparagraph 10.1.3.

10.1.3 If none of the methods set forth in Clause 10.1.2 is agreed upon, the Construction Manager, provided it receives a written order signed by the Owner, shall promptly proceed with the Work involved. The cost of such Work shall then be determined on the basis of the reasonable expenditures and savings of those performing the Work attributed to the change. However, in the event a Change Order is issued under these conditions, the Architect-Engineer will establish an estimated cost of the work and the Construction Manager shall not perform any work whose cost exceeds that estimate without prior written approval by the Owner. In such case, and also under Article 10.1.2 above, the Construction Manager shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data of the increase in the Cost of the Project as outlined in Article 9. The amount of decrease in the Guaranteed Maximum Price to be allowed by the Construction Manager to the Owner for any deletion or change which results in a net decrease in cost will be the amount of the actual net decrease.

10.1.4 If unit prices are stated in the Agreement or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order that application of the agreed unit prices to the quantities of Work proposed will cause substantial inequity to the Owner or the Construction Manager, the applicable unit prices and Guaranteed Maximum Price shall be equitably adjusted.

10.1.5 Should concealed conditions encountered in the performance of the Work below the surface of the ground or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Drawings, Specifications, or Owner furnished information or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, be encountered, the Guaranteed Maximum Price and the Construction Completion date shall be equitably adjusted by Change Order upon a request for Change Order in accordance with Article 10.2, provided, however, that no such adjustment shall be made if the Construction Manager has failed to comply with the requirements of Article 2.2(2).

10.2 Claims for Additional Cost or Time

Attachment: Azalea Mid CM AGREEMENT (3911 : Agreement - Skanska USA/Azalea Middle School)

All claims for additional cost or time shall be made by request for a change order submitted as provided in Article 16.

If the Construction Manager is delayed at any time in the progress of the work by any act or neglect of the Owner or the Architect or of any employee of either or by any separate contractor employed by the Owner or by any changes ordered in the work or by labor disputes, fire, or unusual delay in transportation, unavoidable casualties or any causes beyond the Construction Manager's control or by delay authorized by the owner pending resolution of disputes, and any such delay affects the critical path of the work as reflected on the most recent Master Project Schedule or revision thereto under the PMIS, the Substantial Completion date shall be extended by Change Order for such reasonable time as the Construction Team may determine.

Only delays which are determined to extend the critical path for the schedule for constructing the project will result in a time extension. Neither the Owner nor the Construction Manager shall be considered to own the schedule float time.

Should events occur during the performance of the project which would justify granting the Construction Manager a time extension under any of the above circumstances causing delay, the Construction Manager shall be entitled to receive only such time extension as is determined by the Project Architect-Engineer to be due the Construction Manager as follows:

.1 In the event the currently published construction schedule indicates completion at or after the contractually established date for Substantial Completion, any time extension shall only be added to the contractually established date for Contract Completion.

.2 The Project Architect-Engineer shall determine its recommendation as to time extensions which shall be determined by application of that portion of delay time directly affecting the critical path of the current accepted construction schedule.

.3 The Construction Manager may not receive a time extension or additional compensation for any delay unless such delay is noted by the Construction Manager on the first construction schedule submitted after the Construction Manager knows or should know of the cause for such delay and the Construction Manager has provided information to the Owner and Project Architect-Engineer as to corrective action to offset such delay.

.4 The Owner will not be obligated to grant time extensions nor the Project Architect-Engineer obligated to recommend such based on improper scheduling of the project or failure to meet schedules, if not indisputably and totally the fault of the Owner or Project Architect-Engineer.

10.3 Audit Rights

Owner shall have the right to conduct an audit of Construction Manager's books and records and to verify the accuracy of Construction Manager's claims with respect to Construction Manager's costs associated with any Change Order or Construction Change Directive and Construction Manager's compliance with this Agreement and applicable law. The Construction Manager agrees to obtain from subcontractors and provide to Owner and Architect-Engineer upon request all documentation and information as is reasonably necessary to enable Owner and Architect-Engineer to evaluate change order requests, including without limitation the breakdown between subcontractor labor, material and profit. Construction Manager shall provide Owner with documentary evidence that all subcontractors are at all times properly licensed pursuant to Chapter 489, F.S., and other applicable law. This provision shall not be construed to reduce the audit rights provided in Article 12.7.

10.4 Minor Changes In The Project

The Architect-Engineer will have authority to order minor changes in the Project not involving an adjustment in the Guaranteed Maximum Price or an extension of the Construction Completion Date and not inconsistent with the intent of the Drawings and Specifications. Such changes shall be effected by written order. Documentation of changes shall be determined by the Construction Team, included in the Project Manual and displayed monthly in the PMIS. Changes shall be approved by the Project Architect-Engineer.

10.5 Emergencies

In any emergency affecting the safety of persons or property, the Construction Manager shall act at its

Attachment: Azalea Mid CM AGREEMENT (3911 : Agreement - Skanska USA/Azalea Middle School)

discretion, to prevent threatened damage, injury or loss. Any increase in the Guaranteed Maximum Price or extension of time claimed by the Construction Manager on account of emergency work shall be determined as provided in Article 10.1.2.

10.6 Hazardous Materials

10.6.1 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Construction Manager, the Construction Manager shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

10.6.2 The Owner shall not be responsible under paragraph 10.6.1 for materials and substances brought to the site by the Construction Manager unless such materials were required by the Contract Documents.

10.7 Safety

The Construction Manager shall be fully and solely (excepting the liabilities and responsibilities of his subcontractors are not hereby eliminated) for all matters of safety of persons and property arising from this Agreement. Neither the Architect-Engineer, nor the Owner or any of their representatives or employees are to be assumed to have any role in matters of safety except they (including the School's Principal or Facility Director) shall have the authority to order suspension of a portion of the Work which they notice may endanger students, faculty, School District employees or the public. In such instances, the Construction Manager shall be entitled to no additional compensation. However, safety shall not be the Principal's or Director's responsibility, but shall be solely the responsibility of the Construction Manager.

ARTICLE 11
DISCOUNTS AND PENALTIES

11.1 All discounts for prompt payment shall accrue to the Owner to the extent the Cost of the project is paid directly by the Owner or from a fund made available by the Owner to the Construction Manager for such payments. To the extent the Cost of the Project is paid with funds of the Construction Manager, all cash discounts shall accrue to the Construction Manager. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment, shall be credited to the Cost of the Project. All penalties incurred due to fault of the Construction Manager for late payment of Cost of the Project will be paid by the Construction Manager.

ARTICLE 12
PAYMENTS TO THE CONSTRUCTION MANAGER

12.1 Monthly Statements - The Construction Manager shall submit to the Owner a statement, sworn to if required, along with the cost reports required under Article 2.4.5, showing in detail all monies paid out, cost accumulated or costs incurred on account of the Cost of the Project during the previous period and the amount of the Construction Manager's compensation due as provided in Article 8. This data shall be attached to the Partial Pay Request form. Ten percent (10%) retainage shall be held on all payments until the Agreement is fifty percent (50%) complete, except that, when approved by the Owner, certain suppliers and subcontractors may be paid the entire amount due when such payment is generally the practice of the industry. 50% completion shall be defined for purposes of this provision as that point in the construction of the project at which time the Architect Engineer has approved for payment to the Construction Manager fifty percent (50%) or more of the Guaranteed Maximum Price of the project as defined herein in Article 6. At 50% completion, the Owner shall approve a reduction of the retainage from 10% to 5% on each subsequent progress payment and, may, upon proper request of the Construction Manager, make payment of up to one-half of the retainage held by the Owner, unless the Owner has appropriate grounds for withholding the payment of retainage, such as the existence of a good faith dispute, claim or demand by the Owner or Construction Manager. Payments by the Owner to the Construction Manager shall be made as described in Article 17.7 hereinafter. The parties acknowledge that the maximum retainage set forth in this provision is subject to current Florida Statutes. In the event of a change in the applicable Florida Statutes affecting the maximum allowable retainage, whether an increase or decrease, such change shall be applied to this Agreement prospectively from the date of such change.

12.2 Final Payment - Final payment constituting the unpaid balance of the Cost of the Project and the Construction Manager's compensation, shall be due and payable as described in Article 17.7after the

Attachment: Azalea Mid CM AGREEMENT (3911 : Agreement - Skanska USA/Azalea Middle School)

Owner has accepted occupancy of the project, provided that the Project is then finally completed, and that this Agreement has been finally performed. However, if there should remain work to be completed, the Construction Manager and the Architect-Engineer shall list those items prior to receiving final payment and the Owner may retain a sum equal to 150% of the estimated cost of completing any unfinished work, provided that said unfinished items are listed separately and the estimated cost of completing any unfinished items are likewise listed separately. The cost of completing unfinished items shall be established by the Architect/Engineer in its sole discretion. Thereafter, Owner shall pay to Construction Manager, monthly, the amount retained for each incomplete item after each of said items is completed. Before issuance of final payment without any retainage, the Construction Manager shall submit satisfactory evidence that all payrolls, material bills and other indebtedness connected with the Project have been paid or otherwise satisfied, warranty information is complete, as-built markups have been submitted and instruction for the Owner's operating and maintenance personnel is complete.

12.2.1 Compliance with s. 218.735, Florida Statutes – The Construction Manager, Owner, and Architect-Engineer shall cooperate in the development of a list of items required to render complete, satisfactory, and acceptable the construction services purchased by the Owner according to the following time table:

1. For construction projects having an estimated cost of less than $10 million, within 30 calendar days after reaching substantial completion of the construction services or upon reaching beneficial occupancy or use, whichever is later;
2. For construction projects having an estimated cost of $10 million or more, within 60 calendar days after reaching substantial completion of the construction services or upon reaching beneficial occupancy or use, whichever is later;
3. In the event the Project calls for construction in phases or involves the construction of more than one building or structure, such a list shall be developed for each phase or building/structure according to the time frames in the preceding paragraphs.
4. It shall be the responsibility of the Construction Manager to submit, for the Architect-Engineer to review, a preliminary list of the type herein described, including both incomplete and incorrect items, no later than the Construction Manager's request for a Substantial Completion inspection. The Architect shall approve, reject, or make recommended revisions to the list within 15 days of the submission. Upon rejection or revision, the Construction Manager shall have 15 days in which to resubmit the list for the Architect to re-review. Upon approval of the form of the list by the Architect, the Owner shall have 30 days to approve, reject or amend the list. Upon rejection or revision by the Owner, the Construction Manager shall have 15 days in which to resubmit the list to the Owner for approval. The final form of the list must be completed prior to the deadlines established in subparagraphs 1-3 above.

12.3 Payments to Subcontractors - The Construction Manager shall promptly, within 10 days after receipt of payment from the Owner, pay all the amount due subcontractors less a retainage of ten percent (10%) until the project is fifty percent (50%) complete, and based on Construction Manager's evaluation of the subcontractor's acceptable performance, the Owner may approve a reduction in retainage from 10% to 5% thereafter. If there should remain items to be completed, the Construction Manager and Architect-Engineer shall list those items required for completion and the Construction Manager shall require the retainage of a sum equal to 150% of the estimated cost of completing any unfinished items, provided that said unfinished items are listed separately and the estimated cost of completing any unfinished items is likewise listed separately. Thereafter, the Construction Manager shall pay to the subcontractors, monthly, the amount retained for each incomplete item after each of said items is completed. Before issuance of final payment without any retainage, the Construction Manager shall require the subcontractor to submit satisfactory evidence that all payrolls, material bills and other indebtedness connected with the Project have been paid or otherwise satisfied, warranty information is complete, as-built markups have been submitted and instruction for the Owner's operating and maintenance personnel is complete.

Final payment may be made to certain select subcontractors whose work is satisfactorily completed prior to the total completion of the Project but only upon approval of the Owner.

12.4 Delayed Payments by Owner – Owner shall comply with the Local Government Prompt Payment Act as set forth in Florida Statutes s. 218.70 et seq.

12.5 Payments for Materials and Equipment - Payments will be made for material and equipment not incorporated in the work but delivered and suitably stored at the site or another location subject to prior approval and acceptance by the Owner on each occasion.

Attachment: Azalea Mid CM AGREEMENT (3911 : Agreement - Skanska USA/Azalea Middle School)

12.6 Withholding Payments To Subcontractors - The Construction Manager shall not withhold payments to subcontractors if such payments have been made to the Construction Manager. If Prompt payment does not occur for any reason, the Construction Manager shall immediately return such monies to the Owner, adjusting pay requests and project bookkeeping as required.

12.7 Audit Rights

Construction Manager's records, which shall include, but not be limited to, accounting records, payroll time sheets, written policies and procedures, computer records, disks and software, videos, photographs, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files, (including documentation covering negotiated settlements), and other supporting evidence necessary to substantiate charges related to this Agreement(all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Construction Manager or any of his payees pursuant to the execution of this Agreement. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs as they may apply to reimbursable costs associated with this Agreement. All records shall be provided by Construction Manager within a reasonable period of time not to exceed 30 days following receipt of Owner's written request.

Construction Manager shall keep all records and supporting documentation which concern or relate to the work hereunder for a minimum of three (3) years from the date of termination of this Agreement or the date the Project is completed, whichever is later or such longer period of time as may be required by law. Construction Manager shall require all of its subcontractors to likewise retain all of their Project records and supporting documentation. Owner and any duly authorized agents or representatives of Owner, shall be provided access to all such records and supporting documentation at any and all times during normal business hours upon request by Owner. Further, Owner, and any duly authorized agents or representatives of Owner, shall have the right to audit, inspect and copy all of Construction Manager's and any subcontractor's Project records and documentation as often as they deem necessary and Construction Manager shall cooperate in any audit, inspection, or copying of the documents.

If at any time, Owner conducts such an audit of Construction Manager's records and documentation and finds that Construction Manager overcharged Owner for any compensation or costs incurred in the Project, Construction Manager shall pay to Owner the Overcharged Amount which is defined as the total aggregate overcharged amount together with interest thereon (such interest to be established at the rate of 12% annum). If the Overcharged Amount is equal to or greater than **$25,000,** Construction Manager shall pay to Owner the Overcharged Amount and the Audit Amount which is defined as the total aggregate of Owner's reasonable audit costs incurred as a result of its audit of Construction Manager. Owner may recover the Overcharged Amount and the Audit Amount, as applicable, from any amount due or owing Construction Manager with regard to the Project or under any other agreement between Construction Manager and Owner. If such amounts owed Construction Manager are insufficient to cover the Overcharged Amount and Audit Amount, as applicable, then Construction Manager hereby acknowledges and agrees that it shall pay such remaining amounts to Owner within seven (7) business days of its receipt of Owner's invoice for such remaining amounts. In no event shall the Overcharged Amount or the Audit Amount be deemed reimbursable to Construction Manager.

Construction Manager shall require all subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this Article by insertion of the requirements hereof in any written contract agreement. Failure to obtain such written contracts, which include such provisions, shall be reason to exclude some or all of the related payees' costs from amounts payable to the Construction Manager pursuant to this Agreement.

This Article, including all access, inspection, copying, auditing, reimbursement and repayment rights, shall survive the termination of this Agreement.

ARTICLE 13
INSURANCE, INDEMNITY AND WAIVER OF SUBROGATION

13.1 Indemnity

(1) The Construction Manager agrees to indemnify and hold harmless the Owner, its officers and employees, and Architect-Engineer from all liabilities, damages, losses and costs, including, but not

Attachment: Azalea Mid CM AGREEMENT (3911 : Agreement - Skanska USA/Azalea Middle School)

limited to, reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Construction Manager and persons employed or utilized by the Construction Manager in the performance of this Agreement.

(2) The Owner shall cause any other Contractor who may have a contract with the Owner to perform construction or installation work in the area where work will be performed under this Agreement, to agree to indemnify and hold harmless the Owner, its officers and employees, under the same terms as required of the Construction Manager under the preceding paragraph.

13.2 Insurance

(1) The Construction Manager shall not commence any construction work in connection with this Agreement until it has obtained all of the following types of insurance and such insurance has been approved by the Owner, nor shall the Construction Manager allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida and minimum AM Best ratings of A-VII.

(2) Worker's Compensation Insurance - The Construction Manager shall take out and maintain during the life of this Agreement Worker's Compensation Insurance for all its employees connected with the work of this Project and, in case any work is sublet, the Construction Manager shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Construction Manager. Such insurance shall comply with the Florida Worker's Compensation Law. In case any class of employees engaged in hazardous work under this Agreement at the site of the Project is not protected under the Worker's Compensation statute, the Construction Manager shall provide adequate insurance, satisfactory to the Owner, for the protection of employees not otherwise protected.

(3) Construction Manager's Public Liability and Property Damage Insurance - The Construction Manager shall take out and maintain during the life of this Agreement Comprehensive General Liability and Comprehensive Automobile Liability Insurance as shall protect it from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operating under this Agreement whether such operations are by the Construction Manager itself or by anyone directly or indirectly employed by the Construction Manager, and the amount of such insurance shall be minimum limits as follows:

(a) Construction Manager's Comprehensive General Liability Coverages, Bodily Injury & Property Damage	$1,000,000 Each Occurrence, Combined Single Limit
(b) Employer's Liability	$1,000,000 Each Occurrence
(c) Automobile Liability Coverages, Bodily Injury & Property Damage	$1,000,000 Each Occurrence, Combined Single Limit
(d) Excess Liability, Umbrella Form	$5,000,000 Each Occurrence

Shall be Excess over policies in Sections 13.2 (3) (a), (b) and (c) and 13.2 (5).

Combined Single Limit

Insurance clause for both BODILY INJURY AND PROPERTY DAMAGE shall be amended to provide coverage on an occurrence basis.

(4) Subcontractor's Public Liability and Property Damage Insurance - The Construction Manager shall require each of its subcontractors to procure and maintain, during the life of any subcontract related to the Project, insurance of the type specified above or insure the activities of its subcontractors in its policy, as specified above.

(5) "XCU" (Explosion, Collapse, Underground Damage - The Construction Manager's Liability Policy shall provide "XCU" coverage for those classifications in which they are excluded.

Attachment: Azalea Mid CM AGREEMENT (3911 : Agreement - Skanska USA/Azalea Middle School)

(6) Broad Form Property Damage Coverage, Products & Completed Operations Coverages -The Construction Manager's Liability Policy shall include Broad Form Property Damage Coverage, Products and Completed Operations Coverages.

(7) Contractual Liability Work Contracts - The Construction Manager's Liability Policy shall include Contractual Liability Coverage designed to protect the Construction Manager for contractual liabilities assumed by the Construction Manager in the performance of this Agreement.

(8) Insurance Conditions

(a) To cover to the fullest extent permitted by law, the Construction Manager's Liability Policy shall insure the Owner and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Construction Manager, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party insured hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right to obligation of indemnity which would otherwise exist as to any party or person described in this Article.

(b) In any and all claims against the Owner or any of their agents or employees by any employee of the Construction Manager, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the insurance obligations under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Construction Manager or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

(c) The obligations of the Construction Manager under this Article 13.2(9) shall not extend to the liability of Architect-Engineer, its agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instruction by Architect-Engineer, its agents or employees providing such giving or failure to give is the primary cause of the injury or damage.

(9) Builder's Risk Coverage - The Owner or Construction Manager shall take out and maintain during the life of this Agreement a "Builder's Risk Policy" completed value form as a cost of the Project, issued to provide coverage on an "all risk" basis, including theft. The entity responsible for the Builder's Risk Coverage will be the entity with the best insurance rate and shall be documented in the GMP. If the CM provides the "Builder's Risk Policy" they shall do so with no mark-up. This coverage shall remain in force regardless of partial occupancy by the Owner prior to final acceptance of the Project. The deductibles for this policy shall be $5,000 per occurrence, except 3% per occurrence for a named windstorm. The "Builders Risk Policy' shall insure the construction and / or renovation, and all materials, supplies equipment and machinery which are charged to the project and which will be incorporated into the construction and / or renovation, except:

(1) Construction Manager's, Contractor's and Subcontractor's tools, machinery, plant and equipment, cranes, lifts or hoists including spare parts and accessories and property of a similar nature not destined to become a part of the completed Project;

(2) Vehicles or equipment licensed for highway use, rolling stock, aircraft or watercraft whether on or off the project site;

(3) Scaffolding, form work, temporary fences, shoring, hoarding, falsework, and temporary buildings and all property of a similar nature unless such property is specifically charged to the project, insurable values are declared, and coverage is agreed to be assumed by Owner;

(4) All property in transit prior to delivery and acceptance in an undamaged state at the project site;

Attachment: Azalea Mid CM AGREEMENT (3911 : Agreement - Skanska USA/Azalea Middle School)

(5) All property in offsite temporary storage unless agreed to be assumed by Owner.

Unless otherwise agreed, for all of the described property listed in Section 13.2, 10, (1) through (5) above, all risks of loss or damage will be retained by the Construction Manager, Contractors, and Subcontractors for their own account.

(10) Construction Manager's Property Insurance Coverage - The Construction Manager shall take out and maintain during the life of the Project, an "all risks" property policy and transit policy, including theft, providing coverage for property specified in Section 13.2, 10, (3) through (5). This coverage shall remain in force regardless of partial occupancy by the Owner prior to final acceptance of the Project. These policies will name the Owner as an Additional Insured and Loss Payee as their respective interest in the insured property may appear. Any applicable deductibles under these policies will be the responsibility of the Construction Manager.

(11) Certificates of Insurance - The Owner shall be furnished proof of coverage of Insurance as follows:

Certificate of Insurance form will be furnished to the Owner along with the Contract Documents. These shall be completed and signed by the authorized Florida Resident Agent, and returned to the Owner. This Certificate shall be dated and show:

(1) The name of the insured Construction Manager, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date.
(2) Owner as Additional Insured under the Construction Manager's policies. Construction Manager as Additional Insured under the Owner's Builders Risk Policy as their respective interest in insured property may appear.

(3) All required Waivers of Subrogation.

(4) Statement that the Insurer will mail notice to the Owner and a copy to the Architect-Engineer at least sixty (60) days prior to any material changes in provisions or cancellation of the policy.

(5) Certificate of Insurance shall be in the form as approved by the Insurance Standards Office (ISO) and such Certificate shall clearly state all the coverages required in this Section commencing at 13.2 and ending with 13.3.4.

(12) Owner's Insurance to be Excess or Secondary to Construction Manager's Insurance - as to any insurable claim for which both the Owner and Construction Manager have applicable insurance, the Construction Manager's policy shall be considered primary and the Owner's shall be secondary or excess only.

13.3 Waiver of Subrogation

13.3.1 The Owner and the Construction Manager waive all rights against each other, for any loss or damages covered by insurance provided under Article 13.2 to the extent covered by such insurance, except:

(1) Such rights as they may have to the proceeds of such insurance held by the Owner and Construction Manager as trustees;
(2) On renovations of existing facilities Owner and their property insurers shall not waive subrogation if property damage to an existing adjacent facility or school is caused by the negligence, recklessness or intentional wrongful misconduct of the Construction Manager or Subcontractors.
(3) Owner and their liability insurers shall not waive subrogation if bodily injury to any person or persons or property damage to others is caused by the negligence, recklessness or intentional wrongful misconduct of the Construction Manager or Subcontractors.
(4) As respects Sections 13.2 (10) Owners Builders Risk Insurance and 13.3.1 (2) & (3) above, Construction Manager and Subcontractors will be responsible to pay Owners deductibles or self insured retentions under Owner's Insurance when loss or damage is caused by the negligence, recklessness or intentional wrongful misconduct of the Construction Manager or Subcontractors.

The Construction Manager shall require similar waivers from all subcontractors and their sub-subcontractors.

Attachment: Azalea Mid CM AGREEMENT (3911 : Agreement - Skanska USA/Azalea Middle School)

13.3.2 If the policies of insurance referred to in this Article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owner of such policies will cause them to be so endorsed.

ARTICLE 14
TERMINATION OF THE AGREEMENT AND OWNER'S RIGHT TO PERFORM CONSTRUCTION MANAGER'S OBLIGATION

14.1 Termination by the Construction Manager - If the Project is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Construction Manager, or if the Project should be stopped for a period of sixty (60) days by the Construction Manager, for the Owner's failure to make payments thereon in violation of the terms of this Agreement, then the Construction Manager may, upon seven days written notice to the Owner, request payment for all work executed, the Construction Manager's fees earned to date, and for any proven loss sustained upon any materials, equipment, tools, construction equipment, and machinery, including reasonable terminal expenses incurred by the Construction Manager.

14.2 Owner's Right to Perform Construction Manager's Obligations and Termination by Owner for Cause.

(1) If the Construction Manager fails to perform any of its obligations under this Agreement, including any obligation it assumes to perform work with its own forces, the Owner may, after seven (7) days written notice during which period the Construction Manager fails to perform such obligation, make good such deficiencies. The GMP, or the actual cost of the Project, whichever is less, shall be reduced by the cost to the Owner of making good such deficiencies and the Construction Manager's Construction Phase Compensation shall be reduced by an amount required to manage the making good of such deficiencies.

(2) If the Construction Manager is adjudged a bankrupt, or if it makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, or if it persistently or repeatedly refuses or fails, except in case for which extension of time is provided, to supply enough properly skilled workmen or proper materials and fails to maintain an established schedule (failure to maintain schedule shall be defined as any activity on the critical path that falls 45 days or more behind schedule) which has been adopted by the Construction Team, or if it fails to make prompt payment to subcontractors for materials or labor, or persistently disregards laws, rules, ordinances, regulations, or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the Agreement, then the Owner may, without prejudice to any right or remedy and after giving the Construction Manager and its surety, if any, seven (7) days written notice, during which period Construction Manager fails to cure the violation, terminate the employment of the Construction Manager and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Construction Manager, and may finish the Project by whatever method it may deem expedient. In such case, the Construction Manager shall not be entitled to receive any further payment until the Project is finished nor shall it be relieved from its obligations assumed under Article 6. Reasonable terminal expenses incurred by the Owner may be deducted from any payments left owing the Construction Manager (excluding monies owed the Construction Manager for subcontract work). The GMP, or the actual cost of the Project, whichever is less, shall be reduced by the cost to the Owner of finishing the project and the Construction Manager's Construction Phase Compensation shall be reduced by an amount required to manage the project through completion.

(3) If the Construction Manager refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the Construction Manager in conjunction with this Agreement, then the Owner may, without prejudice to any right or remedy and after giving the Construction Manager and its surety, if any, seven (7) days written notice, during which period Construction Manager still fails to allow access, terminate the employment of the Construction Manager and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Construction Manager, and may finish the project by whatever method it may deem expedient. In such case, the Construction Manager shall not be entitled to receive any further payment until the Project is finished nor shall it be relieved from its obligations assumed under Article 6. Reasonable terminal expenses incurred by the Owner may be deducted from any payments left owing the Construction Manager (excluding monies owed the Construction Manager for subcontract work). The GMP, or the actual cost of the Project, whichever is less, shall be reduced by the cost to the Owner of

Attachment: Azalea Mid CM AGREEMENT (3911 : Agreement - Skanska USA/Azalea Middle School)

finishing the project and the Construction Manager's Construction Phase Compensation shall be reduced by an amount required to manage the project through completion.

14.3 Termination by Owner Without Cause

Owner may terminate this Agreement at any time in Owner's sole and absolute discretion subject to the following rights of the Construction Manager: If the Owner terminates this Agreement other than pursuant to Article 14.2(2) or Article 14.2(3), it shall reimburse the Construction Manager for any unpaid Cost of the Project due under Article 9, plus that part of the unpaid balance of the Construction Phase Compensation in an amount as will increase the payment on account of its fee to a sum which bears the same ratio to the Construction Phase Compensation as the Cost of the Project at the time of termination bears to the Guaranteed Maximum Price, if established, otherwise to the current Estimate of the actual cost of the Project as of the time of termination. The Owner shall also pay to the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment retained. In case of such termination of Agreement the Owner shall further assume and become liable for obligations, commitments and unsettled contractual claims that the Construction Manager has previously undertaken or incurred in good faith in connection with said Project. The Construction Manager shall, as a condition of receiving the payments referred to in this Article 14, execute and deliver all such papers and take all such steps including the legal assignment of its contractual rights, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such obligations or commitments.

14.4 Any termination for cause by Construction Manager, which is adjudged by a court of competent jurisdiction, arbitration panel, if applicable, or the like, shall be converted to a termination pursuant to section 14.3, above, and the Construction Manager paid accordingly. Construction Manager's rights in such an event shall be treated as if the termination was for convenience from its inception.

ARTICLE 15
ASSIGNMENT AND GOVERNING LAW

15.1 Neither the Owner nor the Construction Manager shall assign its interest in this Agreement without the written consent of the other including the assignment of proceeds. Any assignment of proceeds without the written approval of the Owner signed by the Superintendent of Schools shall be a material breach of this agreement and grounds for immediate termination by the Owner.

15.2 This Agreement shall be governed by the Laws of the State of Florida.

ARTICLE 16
NOTICE OF CLAIM, WAIVER OF REMEDIES, NO DAMAGES FOR DELAY

16.1 The Owner's liability to the Construction Manager for any claims arising out of or related to the subject matter of this Agreement, whether in contract or tort, including, but not limited to, claims for extension of construction time, for payment by the Owner of the costs, damages or losses because of changed conditions under which the work is to be performed, or for additional work, shall be governed by the following provisions:

(a) All claims must be submitted as a Request for Change Order in the manner as provided herein;

(b) The Construction Manager must submit a Notice of Claim to Owner and to the Architect-Engineer within 20 days of when the Construction Manager was or should have been aware of the occurrence of the event giving rise to the claim; and

(c) Within 20 days of submitting its Notice of Claim, the Construction Manager shall submit to the Owner its Request for Change Order, which shall include a written statement of all details of the claim, including a description of the work affected.

The Construction Manager agrees that the Owner shall not be liable for any claim that the Construction Manager fails to submit as provided in this paragraph. Time is of the essence with respect to the time requirements of this paragraph.

16.2 After receipt of a Request for Change Order, the Owner, in consultation with the Architect-Engineer, shall deliver to the Construction Manager its written determination of the claim. As to matters subject to the

Attachment: Azalea Mid CM AGREEMENT (3911 : Agreement - Skanska USA/Azalea Middle School)

determination by final agency action (not actions for breach of contract or tort) the Owner's written decision shall be final agency action unless the Construction Manager requests an administrative proceeding pursuant to Section 120.57, Florida Statutes, by filing a petition in compliance with Rule Chapter 28-106, F.A.C. within twenty-one (21) days of the Construction Manager's receipt of the Owner's determination.

The venue for all civil and administrative actions against the Owner shall be in Pinellas County.

16.3 The Construction Manager's exclusive remedy for delays in performance of the construction caused by events beyond its control, including delays claimed to be caused by or attributable to the Owner or the Architect-Engineer, including claims based on breach of contract or negligence, shall be a claim submitted in compliance with 16.1 above, for an extension of the scheduled construction time, as determined by Article 10.2 of this Agreement, and additional compensation pursuant to Article 8.1.2(2) of this Agreement. The Construction Manager expressly agrees that the foregoing constitute its sole and exclusive remedies for delays and changes in such work, and eliminate any other remedies for claims for increase in the contract price, delays, changes in the work, damages, losses or additional compensation.

16.4 In the event it shall be determined, by a Court of competent jurisdiction, that the preceding provision are inapplicable or enforceable for any reason or cause, then the Construction Manager shall be entitled to the sum of $200 per day for each day it is actually delayed by the action of or neglect of the Owner or Architect-Engineer, or by changes in the Project, or by any other cause of delay which is attributable to the Owner and beyond the Construction Manager's control, avoidance or mitigation and without the fault or negligence of the Construction Manager and/or Subcontractor or supplier at any tier. This provision contemplates anticipated and actual loss caused by any delay and the difficulty in proving the loss. The sum set forth above, on a per diem basis, is the total amount recoverable from the Owner as full and final compensation for all delay damages, consequential damages, loss of profits and/or the like, plus additional construction phase fees as determined by Article 8.1.2.

16.5 Mediation

Any claim arising out of or related to this Agreement, except those which are waived pursuant to the terms of this Agreement, shall, after initial determination by the Owner, in consultation with the Architect-Engineer, or 30 days after the submission of the claim to the Owner, be subject to mediation, in the County wherein the project is located, as a condition precedent to the institution of legal or equitable proceedings by either party.

ARTICLE 17
MISCELLANEOUS

17.1 Interest - Any monies not paid when due to the Construction Manager under this Agreement shall bear interest only as may be required by Section 215.422(3)(b), Florida Statutes (2004), which section provides for interest only on undisputed amounts for which payment has been authorized. In the event of any dispute relating to payments under this Agreement, except in the limited circumstances set forth above, interest shall be calculated based on the annual increase in the Consumer Price Index (CPI-U) as published by the United States Bureau of Labor Statistics for the calendar year first preceding the date on which the dispute arose.

17.2 Harmony - Construction Manager is advised and hereby agrees that it will exert every reasonable and diligent effort to assure that all labor employed by Construction Manager and its Subcontractors for work on the project shall work in harmony with and be compatible with all other labor being used by building and construction contractors now or hereafter on the site of the project.

Construction Manager further agrees that this provision will be included in all subcontracts of the Subcontractors as well as the Construction Manager's own contract; provided, however, that this provision shall not be interpreted or enforced so as to deny or abridge, on account of membership or non-membership in any labor union or labor organization, the right of any person to work as guaranteed by Article 1, Section 6 of the Florida Constitution.

17.3 Apprentices - If the Construction Manager employs apprentices on the project, the behavior of the Construction Manager and the Owner shall be governed by the provisions of Chapter 446, Florida Statutes, and by applicable standards and policies governing apprentice programs and agreements established by the Division of Labor of the State of Florida Department of Labor and Employment Security. The Construction Manager will include a provision similar to the foregoing sentence in each subcontract.

Attachment: Azalea Mid CM AGREEMENT (3911 : Agreement - Skanska USA/Azalea Middle School)

17.4 Current Funding Limitations - The Owner's current funding only allows for an expenditure of the Owner's Construction Budget. Any further services and/or construction requires additional funding and are only to be commenced upon receipt of a specific written authorization from the Owner.

17.5 Invoices - Invoices shall be submitted in detail sufficient for a proper preaudit and postaudit thereof. Invoices for any travel expenses shall be submitted in accordance with procedures specified in Section 112.061 of the Florida Statutes governing payments by the State for travel expenses.

17.6 Construction Manager's Project Records - The Construction Manager's Project Records shall be maintained as prescribed hereinabove for the minimum period required by Federal Law, and shall be made available to the Owner or its authorized representative at mutually convenient times.

17.7 Construction Manager's Payment Rights - Construction Managers providing goods and services to the Owner should be aware of the following time frames. Upon receipt, the Owner has thirty (30) days to inspect and approve the goods and services.

Pay Requests which have to be returned to a Construction Manager because of Construction Manager's preparation errors will result in a delay in the payment. The Pay Requests payment requirements do not start until a properly completed Pay Request is provided to the Owner.

17.8 Public Entity Crime Information Statement - "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Construction Manager, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

17.9 Unauthorized Aliens - The School District shall consider the employment by any Construction Manager of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Agreement.

17.10 Electronic Mail Capabilities - The Construction Manager must have electronic mail capabilities through the World Wide Web. It is the intention of the Owner to use electronic communication for all projects whenever possible. The Construction Manager shall provide their electronic mail address and the name of a contact person responsible for their electronic communications.

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

17.12 Prohibition on Contingent Fees - Construction Manager warrants that Construction Manager has not employed or retained any company or person, other than a bona fide employee working solely for Construction Manager, to solicit or secure this Agreement and that Construction Manager has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Construction Manager, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. At the time this Agreement is executed, Construction Manager shall sign and deliver to the Owner the Truth-in-Negotiation Certificate attached hereto and made a part hereof as Exhibit "C." Construction Manager's compensation shall be adjusted to exclude any sums by which Owner determines that compensation was increased due to inaccurate, incomplete, or non-current wage rates or other factual unit costs.

Balance of page left intentionally blank.

Attachment: Azalea Mid CM AGREEMENT (3911 : Agreement - Skanska USA/Azalea Middle School)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

The School Board of Pinellas County, Florida

By: _____
Carol J. Cook, Chairperson

Attest: _____
Michael A. Grego, Ed.D., Superintendent

Approved as to form:

_____
School Board Attorney

Skanska USA Building, Inc.
4030 W Boy Scout Blvd. Suite 200
Tampa, FL 33607

By: _____

Title: _____

_____
print or type name

Attachment: Azalea Mid CM AGREEMENT (3911 : Agreement - Skanska USA/Azalea Middle School)

EXHIBIT A

Construction Manager's Personnel

Personnel	Title	Duration (Weeks)	Time Available (%)	Hourly Rate	Billable Hours	Burden Rate	Total Compensation
DURING DESIGN							
OFF-SITE STAFF:							
OT Delancy	Preconstruction Director	17	25%	59.13	170	1.34	$ 13,469.81
Roger Stephan	Sr. Vice President	17	5%	86.23	34	1.34	$ 3,928.64
Charlie Bauerlien	Sr Project Manager	17	10%	68.12	68	1.36	$ 6,299.74
Bob Nidzgorski	Estimator	17	15%	64.06	102	1.34	$ 8,755.72
ON-SITE STAFF:							
Total Pre-Construction							$ 32,453.91
DURING CONSTRUCTION							
Charlie Bauerlien	Sr. Project Manager	44	25.0%	68.12	440	1.36	$ 40,763.01
Lauren Bird	Assist. Project Manager	44	50.0%	33.65	880	1.36	$ 40,272.32
Robert Curren	Sr. Superintendent	44	25.0%	56.84	440	1.36	$ 34,013.06
David Hatch	Asst. Superintendent	44	100.0%	44.86	1760	1.36	$ 107,376.90
David Espy	Safety Director	44	10.0%	53.15	176	1.36	$ 12,721.98
Sandy Jonatti	Project Accountant	44	50.0%	27.79	880	1.34	$ 32,769.97
Ron Weber	Scheduler	44	3.0%	73.9	52.8	1.34	$ 5,228.57
OT Delancy	Pre-con Director	44	10.0%	59.13	176	1.34	$ 13,945.22
Total Construction							$ 287,091.02

Attachment: Azalea Mid CM AGREEMENT (3911 : Agreement - Skanska USA/Azalea Middle School)

EXHIBIT B

Construction Manager's Labor Burden

	Management (off-site)	Supervisory (on-site)	Direct Labor
Social Security Tax	6.2	6.2	N/A
Medicare Tax	1.45	1.45	N/A
State Unemployment Tax	3.0	3.0	N/A
Federal Unemployment Tax	0.6	0.6	N/A
Workers Compensation	3.5	3.5	N/A
Health Insurance	11.25	13.25	N/A
Dental	0.9	0.9	N/A
Life Insurance	1.1	1.1	N/A
Retirement	6.0	6.0	N/A
Vacation	N/A	N/A	N/A
Holidays	N/A	N/A	N/A
Sick Days	N/A	N/A	N/A
Corporate Training	N/A	N/A	N/A
Local Training	N/A	N/A	N/A
Total Proposed Rate	**34%**	**36%**	**0%**

401K & SEOP:
On site time staff will be billed 100% to the project and forecasted through completion of the work.

Attachment: Azalea Mid CM AGREEMENT (3911 : Agreement - Skanska USA/Azalea Middle School)

EXHIBIT C

SKANSKA

February 5, 2013

Mr. Mike Parkinson
Sr. Project Coordinator
Walter Pownall Service Center
11111 S. Belcher Road
Largo, FL 34643

Re: Azalea Middle School
Early Partial Guaranteed Maximum Price (GMP)

Dear Mike,

In accordance with our discussions, we have estimated the cost for the first phase of construction, which will also include the procurement of long lead items. The potential scope of work will include on-site exploratory construction activities to support the design progression, early construction of temporary mock-ups, and early testing of existing of existing products. This scope of work will also include the negotiated CM fees, required insurances, and bond.

Construction / Early Exploratory and Mock-up Activities.....**$250,000**
Per the scope listed above

Based on the owner's budget goal of $2,700,000 we would recommend an Early Partial GMP amount of Two Hundred and Fifty Thousand dollars ($250,000).

If you should have any further questions or need any additional information, please do not hesitate to call.

Regards,

OT Delancy
Project Executive

Cc: Charlie Bauerlein; Roger Stephan

Skanska USA Building, Inc.
www.skanska.com
4030 W. Boy Scout Boulevard, Suite 200
Tampa, FL 33607, United States

Attachment: Azalea Mid CM AGREEMENT (3911 : Agreement - Skanska USA/Azalea Middle School)

04/09/13 10:30 AM
Regular School Board Meeting
301 Fourth Street SW
Largo, FL 33770

Pinellas County Schools

ADOPTED

REQUEST FOR APPROVAL (ID # 3913)

April 9, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval of Amendment No. 1 to Agreement With Hoffman Architects, P.A., for Architectural and Contract Administration Services in Connection With Remodeling of Building 25 and Replacement of two air Handlers for Building 5 in the Amount of $14,508 at Northeast High School, Project No. 4505

BACKGROUND:
Amendment No. 1 reconciles the architectural services fee for the project at Northeast High School remodeling of Building 25 and the replacement of two air handlers for Building 5. The agreement for architectural services with Hoffman Architects, P.A. has fees based on 7.5% of the final Guaranteed Maximum Price (GMP) provided by the Construction Manager for this project. The original fee was based on a construction budget of $1,325,000, the final GMP is $1,518,435, an adjustment is required to reconcile the agreement. This amendment shall increase the fee of the Project Architect/Engineer in the amount of $14,508. A copy of the amendment to agreement is attached.

STRATEGIC DIRECTION: Safe Learning Environment

ALTERNATIVES:
1. Approve the amendment.
2. Do not approve the amendment.

RECOMMENDATION:
Alternative No. 1 is recommended.

RATIONALE:
Approval of the amendment to agreement is necessary to obtain the desired additional services.

IMPACT STATEMENT:

Construction Cost (Construction Management Agreement)	$700,000	
Amendment No. 1 to CM Agreement (Construction Allocation)	818,435	
Construction Cost (GMP) Sub-Total		$1,518,435
Food Service Equipment (Delivered and Installed)	$240,872	
Equipment Sub-Total		$240,872
Project Architect/Engineering Design Cost (PA/E)	$99,375	
Amendment No. 1 to PA/E Agreement	14,508	
PA/E Sub-Total		$113,883
Administrative/Planning Costs (Miscellaneous)	$19,765	
Miscellaneous Sub-Total		$19,765

Furniture, Equipment and Technology (FE & T)	$0	
FE & T Sub-Total		$0
Estimated Total Project Cost to Date		$1,892,955
The source of this funding is District Capital Outlay School Tax.		

DATA SOURCE:
David Koperski, School Board Attorney
Joe Maceda, Financial Reporting Analyst
Rick Bevilacqua, Manager, Facilities Construction
Edward Hoffman Jr., Hoffman Architects, P.A.

SUBMITTED BY:
Michael Bessette, Associate Superintendent, Operational Services

ATTACHMENTS:

- Northeast HS AMENDMENT TO AGREEMENT (PDF)

AMENDMENT TO AGREEMENT

THIS AMENDMENT TO AGREEMENT, **Amendment No. 1**, made and entered into this **9th day of April, 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, on October 25, 2011, the Board and the PA/E entered into an Agreement ("Agreement") which provided for the PA/E to furnish architectural and engineering services for the design and preparation of contract documents and administrative services for the construction of the **Remodeling of Building 25 and Replacement of two air Handlers for Building 5 for Northeast High School, Project No. 4505** hereinafter referred to as the "Project;" and

WHEREAS, The agreement provided for fees based on 7.5% of the project Guaranteed Maximum Price (GMP) and allowed for adjustment of the fee.

NOW, THEREFORE, the Board and the PA/E agree, to reconcile the total architectural fee based on the original PA/E Agreement dated October 25, 2011 for a fee of 7.5% of the GMP for the project. The GMP for the project is $1,518,435 which equates out to a total architectural fee of **$113,883**. This reconciliation added $14,508 to the original fee of $99,375 which was based on a construction budget of $1,325,000.

For this reconciliation the PA/E shall be paid an additional **$14,508**, payable as a separate line item in the current payment schedule for Basic Services based on the percentage of work completed as in the original PA/E Agreement.

All terms and conditions of the original Agreement dated October 25, 2011, except as specifically modified herein shall remain in full force and effect.

Balance of page left intentionally blank

Rev. 05/23/08

Attachment: Northeast HS AMENDMENT TO AGREEMENT (3913 : Amend. 1 to Agreement - Hoffman Associates/Northeast High)

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

Attachment: Northeast HS AMENDMENT TO AGREEMENT (3913 : Amend. 1 to Agreement - Hoffman Associates/Northeast High)

04/09/13 10:30 AM
Regular School Board Meeting
301 Fourth Street SW
Largo, FL 33770

Pinellas County Schools

ADOPTED

REQUEST FOR APPROVAL (ID # 3912)

April 9, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval of Amendment No. 1 to Agreement With Creative Contractors Inc. for a Partial Guaranteed Maximum Price (GMP) in Connection With Windows, Storefront, Exterior Doors, and Roof Replacement for Building 1 and Painting of the Campus in the Amount of $500,000 at Osceola Fundamental High School, Project No. 9049

BACKGROUND:
A partial GMP has been obtained from the Construction Manager (CM) to perform this portion of work to include the windows, storefront, exterior doors, & roof replacement for Building 1 and painting of the campus. This amendment to agreement is the result of this second partial GMP in the amount of $500,000. A copy of the amendment to agreement is attached.

STRATEGIC DIRECTION: Safe Learning Environment

ALTERNATIVES:
1. Approve the amendment.
2. Do not approve the amendment.

RECOMMENDATION:
Alternative No. 1 is recommended.

RATIONALE:
Approval of the amendment to agreement is necessary to continue with construction.

IMPACT STATEMENT:

Construction Cost (Construction Manager)	$2,080,207	
Amendment No. 1 to CM Agreement	500,000	
Construction Cost (Partial GMP) Sub-Total		$2,580,207
Project Architect/Engineering Design Cost (PA/E)	$252,000	
PA/E Sub-Total		$252,000
Administrative Fees (Miscellaneous)	$0	
Miscellaneous Sub-Total		$0
Furniture, Equipment and Technology (FE & T)	$0	
FE & T Sub-Total		$0
Total Project Cost to Date		$2,832,207
The source of this funding is District Capital Outlay School Tax.		

DATA SOURCE:
David Koperski, School Board Attorney
Joe Maceda, Financial Reporting Analyst
Rick Bevilacqua, Manager, Facilities Construction
James Cacini, Creative Contractors, Inc.

SUBMITTED BY:
Michael Bessette, Associate Superintendent, Operational Services

ATTACHMENTS:

- Osceola Fundamental HS Amendment to AGREEMENT (PDF)

Attachment: Osceola Fundamental HS Amendment to AGREEMENT (3912 : Amend. 1 to Agreement - Creative Contractors/Osceola Fund. H.)

CONSTRUCTION MANAGEMENT
AMENDMENT TO AGREEMENT

THIS AMENDMENT TO AGREEMENT, **Amendment No. 1**, made and entered into this **9th day of April, 2013,** by and between THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA, hereinafter referred to as the "Board," and **Creative Contractors, Inc.**, hereinafter referred to as the "Construction Management Firm," or the "CM;"

WITNESSETH:

WHEREAS, on February 12, 2013, the Board and the CM Firm entered into an Agreement ("Agreement") which provided for the CM Firm to furnish pre-construction services, construction phase services, and purchasing long lead items for **Windows, Storefront, Exterior Doors, and Roof Replacement for Building 1 and Painting of the Campus for Osceola Fundamental High School, Project No. 9049** hereinafter referred to as the "Project;" and

WHEREAS, it is stipulated in the February 12, 2013 Agreement, that the parties can amend the Agreement; and

WHEREAS, the CM has established a partial Guarantee Maximum Price (GMP) for the project in the amount of **$2,080,207** in order to fund compensation for pre-construction services, compensation for construction services, and procurement of direct purchase of materials/equipment;

WHEREAS, the CM has established a second partial GMP for the project in the amount of **$500,000** in order to contract with a demolition**,** roofing, window, and paint contractor.

NOW, THEREFORE, the Board and the CM agree as follows:

A. The above recitals are true and correct and are incorporated herein as part of this Amendment to Agreement.

B. The CM shall provide construction services required to complete the project in all details in accordance with the partial GMP for **$2,580,207,** submitted by the CM on March 5, 2013, as the attached Exhibit A.

Except as specifically modified herein, all terms and conditions of the Agreement dated February 12, 2013, shall remain in full force and effect.

Balance of page left intentionally blank

Attachment: Osceola Fundamental HS Amendment to AGREEMENT (3912 : Amend. 1 to Agreement - Creative Contractors/Osceola Fund. H.)

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

Creative Contractors, Inc.
620 Drew Street
Clearwater, FL 33755

By: _____

Title: _____

_____
print or type name

Approved as to Form:

_____
School Board Attorney

Rev. 05/08

Attachment: Osceola Fundamental HS Amendment to AGREEMENT (3912 : Amend. 1 to Agreement - Creative Contractors/Osceola Fund. H.)

EXHIBIT A

CREATIVE CONTRACTORS INC.
620 DREW STREET / CLEARWATER, FLORIDA 33755

March 5, 2013

Mr. Rick Bevilacua Project Director
Walter Pownall Service Center
11111 S. Belcher Road
Largo, Fl 34643

Re: Osceola High School
Guaranteed Maximum Price (GMP) Phase 1 (revision)

Dear Rick,

In accordance with our discussions, we have under estimated the cost for the first phase of construction, which will include the procurement of long lead items. The scope of work will include demolition, re-roofing, window replacement, prepping, and painting of the exterior of the school. This scope of work will also include the proportional CM fees and compensation, with contingencies.

Based on the owner's budget goal of **$2,900,000** we would recommend an addition to the Phase 1 GMP amount of **five hundred thousand ($500,000)** which now would bring our total partial GMP to a total of **Two million, five hundred eighty thousand, two hundred and seven thousand dollars ($2,580,207)**, with mobilization to commence immediately upon receipt of Notice to Proceed.

If you should have any further questions or need any additional information, please do not hesitate to call.

Sincerely,

James Cacini
Vice President / Chief Estimator

Cc: Jerry Siminski
Todd Pope

TEL (727) 461-5522 / FAX (727) 447-4808
www.creativecontractors.com

CGC060364

Rev. 05/08

Attachment: Osceola Fundamental HS Amendment to AGREEMENT (3912 : Amend. 1 to Agreement - Creative Contractors/Osceola Fund. H.)

04/09/13 10:30 AM
Regular School Board Meeting
301 Fourth Street SW
Largo, FL 33770

Pinellas County Schools

ADOPTED

REQUEST FOR APPROVAL (ID # 3914)

April 9, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Acceptance of Substantial Completion for Selected Heating, Ventilation and Air Conditioning Replacement as of February 18, 2013 at Madeira Beach Fundamental K-8, Project No. 9051

BACKGROUND:
The project architect has certified this project is substantially complete as of February 18, 2013**.** This date establishes the beginning of the school district's responsibilities for maintenance, cleaning, and insurance for this portion of the work. Warranties for this work shall commence per contract terms and the school district is responsible for oversight of warranty claims. A punch list of work to be completed or corrected was made on the date of substantial completion and such work must be complete before final acceptance. A copy of the substantial completion form is attached.

STRATEGIC DIRECTION: Safe Learning Environment

ALTERNATIVES:
1. Accept substantial completion.
2. Do not accept substantial completion.

RECOMMENDATION:
Alternative No.1 is recommended.

RATIONALE:
The work required under the terms of the contract is substantially complete. The establishment of a date of substantial completion is a requirement of the contract terms.

IMPACT STATEMENT:
This document does not require any commitment of funds by the school board.

DATA SOURCE:
Rich Gauvey, Senior Construction Coordinator
Chris Ateek, Principal, Madeira Beach Fundamental K-8
Curtis Wasko, Long & Associates Architects/Engineers, Inc.
Gus Garza, Air Mechanical & Service Corporation

SUBMITTED BY:
Michael Bessette, Associate Superintendent, Operational Services

ATTACHMENTS:

- Madeira Beach Fund sub comp form - Final.doc (PDF)

AIA® Document G704™ – 2000

Certificate of Substantial Completion

PROJECT:
(Name and address)
Madeira Beach Fundamental School
591 Tom Stuart Causeway
Madeira Beach, FL

PROJECT NUMBER: 201210/
CONTRACT FOR: General Construction
CONTRACT DATE: 08/30/2012

OWNER: ☐
ARCHITECT: ☐
CONTRACTOR: ☐
FIELD: ☐
OTHER: ☐

TO OWNER:
(Name and address)
Pinellas County Schools
11111 Belcher Road South
Largo, FL 33733-5204

TO CONTRACTOR:
(Name and address)
Air Mechanical & Service Corp.
P. O. Box 153179
4311 W. Ida Street
Tampa, FL 33684

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:

Complete use of the installed equipment systems.

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty	**Date of Commencement**
02/18/2013	02/18/2013

Long & Associates Architects/Engineers, Inc.	Curtis Wasko	2/18/2013
ARCHITECT	**BY** Curtis Wasko	**DATE OF ISSUANCE**

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: $500.00

The Contractor will complete or correct the Work on the list of items attached hereto within Thirty (30) days from the above date of Substantial Completion.

Air Mechanical & Service Corp.		2/18/2013
CONTRACTOR	**BY** Gus Garza	**DATE**

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at 12:00 Midnight (time) on 02/18/2013 (date).

Pinellas County Schools		
OWNER Superintendent	**BY** Michael A. Grego, Ed.D.	**DATE**

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:
(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)

Punchlist, if attached		
Principal		3/4/13 Date

AIA Document G704™ – 2000. Copyright © 1963, 1978, 1992 and 2000 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 15:50:38 on 02/14/2013 under Order No.9186521669_1 which expires on 08/27/2013, and is not for resale.
User Notes: (1886080114)

Attachment: Madeira Beach Fund sub comp form - Final.doc (3914 : Substantial Completion - Madeira Beach Fundamental)

04/09/13 10:30 AM
Regular School Board Meeting
301 Fourth Street SW
Largo, FL 33770

Pinellas County Schools

ADOPTED

REQUEST FOR APPROVAL (ID # 3915)

April 9, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval of Vehicle Use Agreements to Non-Profit Organizations for a Period of one Year

BACKGROUND:
ARTZ 4 Life Academy, St. Paul United Methodist Church and Suncoast Hospice have requested vehicle use agreements. Copies of the agreements are 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. These agreements also stipulate 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 agreements.
2. Do not approve the agreements.

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:
These agreements do 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
Jai Hinson, Executive Director, ARTZ4 Life Academy
Sherri A Plate, Director of Children's Ministry, St. Paul United Methodist Church
Rafael J. Sciullo, President and CEO, Suncoast Hospice

SUBMITTED BY:
Michael Bessette, Associate Superintendent, Operational Services

ATTACHMENTS:

- VUA Art 2 4 Life Academy 2013 (PDF)
- VUA ST Paul UMC 2013 (PDF)
- VUA Suncoast Hospice 2013 (PDF)

VEHICLE USE AGREEMENT

THIS AGREEMENT, entered into this 9TH day of APRIL, 2013 by and between **THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA**, hereinafter referred to as the "**School Board**," and the ARTZ 4 LIFE Acad, a Florida corporation not for profit, 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 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

ARTZ 4 life Academy
Organization Name

Jai Hinson Executive Director
Print Name and Title

Jai H
Signature

Attachment: VUA Art 2 4 Life Academy 2013 (3915 : Vehicle Use Agreements - 3 Organizations)

VEHICLE USE AGREEMENT

THIS AGREEMENT, entered into this 9th day of APRIL 2013 by and between **THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA**, hereinafter referred to as the "**School Board**," and the St. Paul UMC, a Florida corporation not for profit, 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 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: _____
School Board Attorney's Office

Organization

St. Paul United Methodist (
Organization Name

Sherri A. Plate, Director of Childr
Print Name and Title

Sherri A. Plate
Signature

Attachment: VUA ST Paul UMC 2013 (3915 : Vehicle Use Agreements - 3 Organizations)

VEHICLE USE AGREEMENT

THIS AGREEMENT, entered into this 9TH day of MARCH, 2013 by and between **THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA**, hereinafter referred to as the "**School Board**," and the Suncoast Hospice, a Florida corporation not for profit, 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 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: _____
School Board Attorney's Office

Organization

SUNCOAST HOSPICE
Organization Name

RAFAEL J. SCIULLO
Print Name and Title

Signature

Attachment: VUA Suncoast Hospice 2013 (3915 : Vehicle Use Agreements - 3 Organizations)

04/09/13 10:30 AM
Regular School Board Meeting
301 Fourth Street SW
Largo, FL 33770

Pinellas County Schools

ADOPTED

REQUEST FOR APPROVAL (ID # 3916)

April 9, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval of Reimbursement of Isolated Transportation for J.J. During the 2012/2013 School Year

BACKGROUND:
Pursuant to Section 1006.21, F.S., State Board of Education Rule 6A-3.017(11)3(b) and School Board Policy 8600, procedures for providing isolated transportation reimbursement, a student meeting the condition listed in Policy 8600 may be transported by private contracted transportation.

STRATEGIC DIRECTION: Student Achievement

ALTERNATIVES:
1. Approve the request.
2. Do not approve the request.

RECOMMENDATION:
Alternative No. 1 is recommended.

RATIONALE:
The payment for private transportation at the rate established by Section 1002.20(22)(c), F.S. is the most economical method for fulfilling the school board's responsibility to provide transportation for this student.

IMPACT STATEMENT:
An additional school bus and driver would be required for this student if reimbursement for isolated transportation were not provided. The cost for an additional school bus and driver at $100.00 per day for 60 days is $6,000.00. Isolated transportation cost, at a rate of $70.00 per day for 60 days is $4,200.00.

DATA SOURCE:
Rick McBride, Director, Transportation
Karen Hodges, ESE Transportation Liaison
Joe Maceda, Financial Reporting Analyst

SUBMITTED BY:
Michael Bessette, Associate Superintendent, Operational Services

04/09/13 10:30 AM
Regular School Board Meeting
301 Fourth Street SW
Largo, FL 33770

Pinellas County Schools

pcs PINELLAS COUNTY SCHOOLS

ADOPTED

REQUEST FOR APPROVAL (ID # 3917)

April 9, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval of Selling the District's Surplus and Obsolete Equipment on the PublicSurplus.com Internet Auction Site

BACKGROUND:
Working surplus property has been posted for 90 days in a forum at the public folders site in Outlook and offered to schools and departments for possible reuse before disposal by means of auction sales.

STRATEGIC DIRECTION: Managing Productive Systems

ALTERNATIVES:
1. Approve selling the district's surplus and obsolete equipment.
2. Do not approve selling the district's 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:
Karen Coffey, Executive Director, Budget & Resource Allocation
Norman Kelton, Chief of Technology & Information Systems
Bonnie Jenks, Property Records Supervisor, Auditing & Property Records
Joe Zihala, Warehouse Coordinator

SUBMITTED BY:
Michael Bessette, Associate Superintendent, Operational Services

ATTACHMENTS:

- Warehouse Auction Items 4-9 mtg (PDF)

Pinellas County Schools Surplus Property Sold at publicsurplus.com

023-6295	GMC Ventura Cargo Van	024-9220	Chevy Astro Work Van
001-2747	Tractor	027-3829	Panasonic VHS/Camcorder
016-9904	Panasonic VHS/Camcorder	021-3227	Magnavox VHS /Camcorder
019-8302	Panasonic VHS/Camcorder	020-4892	Panasonic VHS/Camcorder
025-2171	Panasonic VHS/Camcorder	022-8077	Panasonic VHS/Camcorder
016-1466	Baker Forklift	021-4496	Panasonic VHS/Camcorder
023-1235	Panasonic VHS/Camcorder	023-1236	Panasonic VHS/Camcorder
021-6234	Panasonic VHS/Camcorder	016-4514	Panasonic VHS/Camcorder
018-4055	Panasonic VHS/Camcorder	026-9769	Sony Video – 8
027-3829	Panasonic VHS/Camcorder	023-1239	Panasonic VHS/Camcorder
034-3190	Dell 1300	033-3261	Dell 810
034-0479	Dell 810	034-6424	Dell 820
034-6423	Dell 820	034-0490	Dell 810
033-0779	Dell 810	033-4268	Dell 510 Latitude
033-4251	Dell 510	033-4281	Dell 510
033-4274	Dell 510	033-4254	Dell 510
033-4272	Dell 510	033-4257	Dell 510
033-4255	Dell 510	033-4279	Dell 510
033-4280	Dell 510	032-9895	Dell 510
032-9625	Dell 505	034-9942	Dell 531
034-7669	Dell 520	032-9885	Dell 110 Latitude
031-3254	Dell 505 Latitude	033-4263	Dell 510 Latitude
033-4251	Dell 510 Latitude	033-4260	Dell 510 Latitude
028-6070	Media Form Printer	016-9831	Multichannel Chart Recorder
040-2415	Hitachi CP-A100 Projector	040-2412	Hitachi CP-A100 Projector
040-2414	Hitachi CP-A100 Projector	040-2413	Hitachi CP-A100 Projector
031-1008	Dell CPU	034-4352	Vending Machine
033-2853	Beverage Dispenser	031-7593	Vending Machine
033-2849	Beverage Dispenser	031-7593	Vending Machine
031-7594	Vending Machine	029-7237	Digital Frame
018-7183	Receiver	018-7149	Receiver
018-7101	Receiver	018-7095	Receiver
016-2039	Typewriter-Swintec	006-9791	Typewriter-Swintec
006-9791	Typewriter-Swintec	018-3663	Typewriter-Swintec
014-8835	Typewriter-Swintec	013-0247	Typewriter-Cannon
014-9713	Typewriter-Swintec	034-0476	Laptop Dell – D 810
034-0477	Laptop Dell – D 810	034-0482	Laptop Dell – D 810
014-6179	Panasonic VHS/Camcorder	026-2946	Panasonic VHS/Camcorder
026-2946	Panasonic VHS/Camcorder	026-2949	Panasonic VHS/Camcorder
024-8421	Panasonic VHS/Camcorder	024-6426	Sharp Liquid Crystal Projector
023-4305	Sharp Vision Projector	026-3352	Sharp LCD Projector-Multimedia

Attachment: Warehouse Auction Items 4-9 mtg (3917 : Selling of District Surplus - Internet Auction Site)

Pinellas County Schools Surplus Property Sold at publicsurplus.com

028-7932	Polycom View Station	026-9835	Sharp PG-D12OU Projector
023-9156	Toshiba Satellite Receiver	030-6028	Milk Cooler-Commercial Beverage
026-8656	JVC Video Cassette Player	025-6360	Sony Digital Mavica Camera
027-3349	Canon 2R10 Camcorder	027-8967	Canon 2R10 Camcorder
027-3348	Canon 2R10 Camcorder	027-2574	Sony Mavica Camera
027-4050	Sony Mavica Camera	027-1241	Sony Camera, Digital
029-7292	DVMR Recorder Digital	030-7653	Power Edge 1750 Server CPU
032-9331	Dell Power Edge Server	032-9333	Dell Power Edge Server
032-9329	Dell Power Edge Server	027-9409	Server Power App Cache 100
027-9498	Server Power App Cache 100	027-9461	Server Power App Cache 100
027-9418	Server Power App Cache 100	017-2394	Pioneer Stereo Amplifier
023-1973	Water Quality Meter	023-1900	YSI Instrument
022-9062	In Focus CPU Projector Panel 550	019-8816	Chisolm Looking Glass (LCD)
020-6534	Computer Projection Panel-Gray	018-8590	Sharp Computer Projector
023-8953	Sic Biotech Module (units 7, 8, 9)	023-1902	Air Pollution Detection Kit
027-8965	Canon Digital Video Camcorder	027-6597	JVC Cyber Camera Digital
027-8962	Canon Digital Video Camera	027-2087	Sony Camcorder Digital Handy Cam
028-2786	Sony Digital Mavica Camera	031-2188	Apple CPU System
026-3834	Apple CPU System	010-1607	Laminator 18” GBC
016-9117	TV 19” Samsung TC-98	011-2228	Café Folding Table
006-9546	Refrigerator - Hotpoint	011-6162	Acroprint Time Clock
018-0789	Laminator 25”	026-2236	Printer Laser Jet 210
029-3912	CPU System, Dell Optiplex	028-3554	Laptop CPU Power book 64
029-7880	CPU System, Apple IMAC	031-7385	Laptop, Toshiba M200
030-6028	Milk Cooler	023-2327	Milk Cooler
026-1474	Milk Cooler	023-2256	Milk Cooler
007-9692	Atlas Lathe	017-0921	Radial Arm Saw 12” Dewalt
003-1962	Rockwell Scroll Saw	008-4413	Rockwell Wood Lathe
023-2298	Milk Cooler 8 cs Beverage	015-0289	Refrigerator-Traulson
030-2786	HP Laser Jet Printer	037-7821	Lexmark Printer T640
037-7827	Lexmark Printer T640	037-7832	Lexmark Printer T640
037-7812	Lexmark Printer T640	037-7801	Lexmark Printer T640
037-7807	Lexmark Printer T640	035-9568	Lexmark Printer C534DN
037-7810	Lexmark Printer T640	037-7824	Lexmark Printer T640
012-2642	Tape Recorder Tascam	023-6124	Pioneer Laser CD/DVD Player
020-5908	Pioneer Laser Disc	018-3908	Pioneer Laser Disc
015-4733	GBC Laminator	032-1541	Design Jet Printer
023-9095	CNC Milling Machine	031-4285	Phone Master
034-9830	Digital Presenter	035-2958	Digital Presenter

Attachment: Warehouse Auction Items 4-9 mtg (3917 : Selling of District Surplus - Internet Auction Site)

Pinellas County Schools Surplus Property Sold at publicsurplus.com

018-3438	Ward's LLPH Meter Kit	037-7905	Dell Server
032-2935	Dell CPU Server - Poweredge	029-8393	Dell CPU Server - Poweredge
032-2951	Dell CPU Server - Poweredge	004-4047	Spot Welder w/Timer
032-6535	Dell CPU System	032-1574	Dell CPU System
034-4705	Dell CPU System	030-1868	CPU System - EMAC
027-7978	CPY System - IMAC	032-6540	Dell CPU System
032-6546	Dell CPU System	032-6622	Dell CPU System
019-0200	Piano, Electric Yamaha	023-6124	4 Disc Player - Pioneer
019-4560	Rack Holder	027-4792	Volleyball System
024-6008	Shoot-a-Way	027-8750	12" Delta Radial Arm Saw
024-6009	Rebounder McCall's	010-0511	Rockwell Grinder 7"
010-5503	7 tom Jack Walker	010-4490	Jack Hydraulic Walker
032-1586	Dell CPU System	033-2524	Hitachi Projector
033-2543	Hitachi Projector	031-9665	Dell CPU System – D800
034-1220	Dell Laptop – D520	026-5026	Senior Work Station
022-4317	Football Sleds/ Gauntlet	027-7978	CPU System - IMAC
023-6124	Pioneer Laser Disc-Player	009-9035	Projector S/FS Elmo
036-1741	Dell Server – PE 2800	030-9977	Dell Server – PE 2600
036-1665	Dell Server – PE 2800	030-9969	CPU Server - Poweredge
036-1734	Dell Server – PE 2800	027-9402	Dell CPU Server Cache
028-2066	Wireless Hub, YAGI Directional	028-0338	Hub, 24 Stackable Switch
029-4372	Hub, Ethernet Stack Switch	028-3698	Hub, 2402SM
029-8375	Hub, 2402S2 Switch	029-8372	Hub, 2402S2 Switch
027-1119	Hub, Cabletron	025-4715	Router
029-3912	Dell CPU System, Optiflex	028-3554	Laptop CPU Power Book
029-7880	CPU System, Apple	031-7385	Toshiba Laptop
015-9156	F/S Cass Cab w/4 Drawers	035-5395	Paper Shredder
031-9531	Induction Range	003-1725	Under Counter Food Warmer
039-2429	Shredder	016-7885	Laminator
011-3195	GBC Laminator	014-7065	Duplicator
018-2375	Laminator 25" GBC	016-9594	Stencil Scanner
031-6207	Dell CPU Server	032-9332	Dell CPU Server
024-1322	Portable PA System	008-4360	Viking Zig Zag Sewing Machine
008-4362	Viking Zig Zag Sewing Machine	011-4508	Elna Sewing Machine
011-4516	Elna Sewing Machine	015-3248	Elna Sewing Machine
015-3250	Elna Sewing Machine	011-4511	Elna Sewing Machine
015-3249	Elna Sewing Machine	011-4515	Elna Sewing Machine
018-0789	Laminator 25" GBE	032-7331	Samsung Visual Presenter
033-7338	Samsung Visual Presenter	016-8845	Laminator, 25" GBC

Attachment: Warehouse Auction Items 4-9 mtg (3917 : Selling of District Surplus - Internet Auction Site)

Pinellas County Schools Surplus Property Sold at publicsurplus.com

028-3768	Cisco 2500 Series Router	027-9488	Dell Server CPU
027-9510	Dell Server CPU	027-9459	Dell Server CPU Cache
027-9451	Dell Server CPU Cache	027-9426	Dell Server CPU Cache
027-9410	Dell Server CPU Cache	027-9486	Dell Server CPU Cache
027-9490	Dell Server CPU Cache	026-0004	Roland Electric Piano
015-0134	Yamaha Electric Piano	015-0145	Yamaha Electric Piano - Keyboard
015-0138	Yamaha Electric Piano - Keyboard	015-0139	Yamaha Electric Piano - Keyboard
015-0142	Yamaha Electric Piano - Keyboard	015-0144	Yamaha Electric Piano - Keyboard
025-3358	Canon Visual Presenter	015-0133	Yamaha Electric Piano - Keyboard
028-5635	Airtech Wind Tunnel	010-9348	Yamaha Upright Piano (Walnut)
014-8385	Yamaha Piano (Walnut)	024-1453	Yamaha Piano
026-4978	Canon Video Visual Presenter	034-6553	Samsung Digital Presenter
034-7352	Samsung Digital Presenter	034-6560	Samsung Digital Presenter
033-6568	Samsung Digital Presenter	027-3395	Canon Video Visualizer
019-5105	Sony Camera Head Color	019-5104	Sony Camera Head Color
025-1624	Panasonic Camcorder	025-1740	Panasonic Camcorder
023-1343	RCA Camcorder	023-9097	Panasonic Camcorder
023-6177	Panasonic Camcorder	015-7452	Panasonic Digital 5000 Camera
024-8420	Panasonic VHS Camcorder	Serial #'s	Assorted Equipment/no tags
031-6898	Projector	026-9846	Sharp Projector
031-0031	Dell Poweredge CPU		

Attachment: Warehouse Auction Items 4-9 mtg (3917 : Selling of District Surplus - Internet Auction Site)

04/09/13 10:30 AM
Regular School Board Meeting
301 Fourth Street SW
Largo, FL 33770

Pinellas County Schools

ADOPTED

REQUEST FOR APPROVAL (ID # 3918)

April 9, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

FROM: MICHAEL GREGO, Ed.D., SUPERINTENDENT

SUBJECT: Request Approval of Selling Surplus and Obsolete Food Service Equipment on the PublicSurplus.com Internet Auction Site

BACKGROUND:
Working food service 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 food service equipment.
2. Do not approve selling surplus and obsolete food service equipment.

RECOMMENDATION:
Alternative 1 is recommended.

RATIONALE:
To remove surplus and obsolete food service equipment from the district's inventory.

IMPACT STATEMENT:
The surplus and obsolete food service property that is sold at auction will generate revenue for the district.

DATA SOURCE:
Bonnie Jenks, Supervisor, Auditing & Property Records
Art Dunham, Director, Food Services
Joe Zihala, Warehouse Coordinator

SUBMITTED BY:
Michael Bessette, Associate Superintendent, Operational Services

ATTACHMENTS:

- FOOD SERVICE SURPLUS - BOARD April 9, 2013 2 (PDF)

Surplus Property Food Service Surplus Equipment Disposal List as of March 4, 2013

Tag Number	Item Description	Comparison	Disposition
025-4438	Ice Cream Box		Sell
024-2687 001-9734	Blodgett Double Stack Oven		Sell
025-3003	Hobart Oven		Sell
027-3281 026-9387	Double Stack Oven		Sell
028-1632 004-7927	Blodgett Double Stack Oven		Sell
018-9149	Garland Oven		Sell
010-7338 010-7339	Vulcan Double Stack Ovens		Sell
024-7997 024-7998	Blodgett Double Stack Oven		Sell
004-8712 004-8713	Blodgett Double Stack Oven		Sell
023-3587 023-3588	Garland Double Stack Oven		Sell
025-5638	Ice Cream Freezer		Sell
024-2123	Arctic Air Freezer		Sell
SN# WB51515014	Chest Freezer - No Tag		Sell
025-7232	Arctic Air Refrigerator		Sell
029-5569	Ice Machine		Sell
029-4004	Delfield Cooler		Sell
034-2907	True Milk Cooler		Sell
026-2154	Delfield Cooler		Sell
023-2263	Beverage Air Milk Cooler		Sell
023-2270	Beverage Air Milk Cooler		Sell
028-8919	Manitowic Ice Maker		Sell
009-0931	Condiment Stand		Sell
029-3941	Freezer		Sell
003-9569	Serving Warmer		Sell
007-5116	Shelley Serving Unit		Sell
020-0533	Silverware Stand		Sell
010-5974	Cashier Stand		Sell
011-8743	Cashier Stand		Sell
014-5920	Cashier Stand		Sell
014-5934	Cashier Stand		Sell
014-5713	Cashier Stand		Sell
012-1770	Cashier Stand		Sell
015-0268	Cashier Stand		Sell
014-5989	Cashier Stand		Sell
014-5714	Cashier Stand		Sell

Attachment: FOOD SERVICE SURPLUS - BOARD April 9, 2013 2 (3918 : Selling of Surplus Food Service Items - Internest Auction)

Tag Number	Item Description	Comparison	Disposition
026-4667	Frymaster Fryer		Sell
025-6803	Frymaster Fryer		Sell
024-1690	Frymaster Fryer		Sell
023-3595	Green Tilt Skillet		Sell
032-4253	Steamer		Sell
010-4418	Market Forge Skillet		Sell
025-5379	Frymaster		Sell
025-6748	Legion Skillet		Sell
026-9029	Frymaster		Sell
014-6214	Frymaster		Sell
028-7976	Frymaster		Sell
002-4072	Groen Steam Kettle		Sell
002-4073	Groen Steam Kettle		Sell
003-9565 024-5457	Blodgett Double Stack Oven		Sell
010-6497	Blodgett Oven		Sell
010-6498	Blodgett Oven		Sell
SN# 9/251131/7	Toastmaster		Sell
028-9321	Scotsman Ice Machine		Sell
023-5595	Cambro Cart		Sell
015-8399	Reach In Refrigerator		Sell
010-0455	Traulson Refrigerator		Sell
010-4377	Condiment Stand		Sell
026-9918	Salad Bar		Sell
023-0115	Dish Dolly		Sell
023-3648	Beverage Air Milk Cooler		Sell
024-0652	Cambro Cart		Sell
006-7530	Cambro Cart		Sell
021-9979	Cambro Cart		Sell
030-4784	Scotsman Ice Maker		Sell
023-1469	Hobart Refrigerator		Sell
032-0644	Winston Steamer		Sell
023-0466	Warmer Yellow Color		Sell
008-9581	FWE Warmer		Sell
009-6728	CresCor Warmer		Sell
024-5732	CresCor Warmer		Sell
018-9162	CresCor Warmer		Sell
022-1807	Warmer		Sell
029-7036	Wilder Warmer		Sell
010-7340	Warmer		Sell
015-7904	CresCor Warmer		Sell
027-4643	Market Forge Steamer		Sell
024-5771	CresCor Warmer		Sell
023-0502	CresCor Warmer		Sell
003-0699	CresCor Warmer		Sell
008-9579	Warmer		Sell

Attachment: FOOD SERVICE SURPLUS - BOARD April 9, 2013 2 (3918 : Selling of Surplus Food Service Items - Internest Auction)

Tag Number	Item Description	Comparison	Disposition
024-8672	Alto Sham Warmer		Sell
023-5686	Epco Warmer		Sell
001-3184	Bruner Warmer		Sell
009-6743	Can Rack		Sell
023-2929	Tray Cart		Sell
019-5479	Pizza Press		Sell
280-1863	Arctic Air Freezer		Sell
002-0860 002-0861	Blodgett Double Stack Oven		Sell
021-9986	Utensil Cart		Sell
025-4635	Nieco Broiler		Sell
023-2246	Beverage Air Milk Cooler		Sell
023-3696	Blodgett Oven		Sell
029-4019	Scotsman Ice Machine		Sell
023-3660	Fairbanks Scale		Sell
024-0567	Utensil Cart		Sell
023-6223	Globe Slicer		Sell
024-2111	Hobart Slicer		Sell
022-8494	Hobart Slicer		Sell
010-9330	Globe Slicer		Sell
003-6188	Slicer		Sell
002-9460	Hobart Slicer		Sell
002-0309	Hobart Slicer		Sell
SN#1006283	Hobart Food Processor		Sell
008-7382	Robot Coup		Sell
025-4971	Hobart Slicer		Sell

Attachment: FOOD SERVICE SURPLUS - BOARD April 9, 2013 2 (3918 : Selling of Surplus Food Service Items - Internest Auction)

04/09/13 10:30 AM
Regular School Board Meeting
301 Fourth Street SW
Largo, FL 33770

Pinellas County Schools

ADOPTED

REQUEST FOR APPROVAL (ID # 3919)

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

ATTACHMENTS:

- Bids April 9, 2013 (PDF)

PURCHASING AGENDA SUMMARY

April 9, 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*
13-968-171	Removal & Replacement of Air Cooled Chillers	LRB	N/A	Skycrest E/S Rich Gauvey	0371/4121	3500/3001	Air Mechanical & Service Corporation	105,350.00	105,350.00	
13-968-158	Drainage Outfall Structure Replacement	LRB	N/A	Dunedin H/S Manda Rahgozar	0373/1081	3500/3025	Carl Hankins, Inc.	92,000.00	92,000.00	
13-165-159	Automatic Wrapping Machines (Re-Bid)	LRB	N/A	Food Service Dept. Art Dunham	0410/5470	9502	Robert Reiser & Co., Inc.	90,950.00	90,950.00	
13-968-170	Remove & Install Chilled Water Air Handling Units	LRB	N/A	Perkins E/S Cliff Powers	0373/1471	3500/3001	Q & Q, Inc.	73,700.00	73,700.00	
13-962-148	Aquatic Vegetation Control	LRB	2 yr.	County Wide Gerry Lees	Various	Various	Blue Water Aquatics, Inc.	60,000.00	60,000.00 (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

0913agensum.doc)

Packet Pg. 359

10.25.a

Attachment: Bids April 9, 2013 (3919 : Bids)

PURCHASING AGENDA SUMMARY

April 9, 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*
13-155-193-PB	Type 2B Modular Classroom and Associate Site Work	PB	N/A	Mount Vernon E/S Ridgecrest E/S Anona E/S Belleair E/S Orange Grove E/S Rodger Williams	0371/2531 0376/3511 0372/0051 0372/0371 0370/3021	3000/3940 3000/3940 3000/3940 3000/3940 3000/3940	Mobile Modular Management Corporation	1,762,316.60	1,762,316.60	***Rationale:*** Piggybacking St. Lucie Public Schools RFP contract #07-42.
13-165-045-RA	Cafeteria Refrigeration & Ice Machines	RA	8 mos.	Food Service Dept. Art Dunham Maintenance Dept. Mike Hewett	0410/5470 0100/5370	9502 9503	Beltram Edge Tool Supply, Inc. dba Beltram Foodservice Group International Restaurant Distributors, Inc. Sam Tell and Son, Inc. SRE Culinary Equipment & Supplies, LLC	Various	265,000.00 (estimate)	***Rationale:*** The original contract value board approved on September 25, 2012 was $90,000.00. An additional $175,000.00 is needed for Food Service Dept. in order to cover equipment purchased through the end of the contract period. Piggy-backing Orange County Public Schools Bid #ITB1203046.

**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

0913agensum.doc)

Packet Pg. 360

10.25.a

Attachment: Bids April 9, 2013 (3919 : Bids)

PURCHASING AGENDA SUMMARY

April 9, 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*
13-880-105-RB	Audio Visual & Video Equipment/ Materials	RB	1 yr.	County Wide Corinne McManning	Various	Various	LexJet Corporation	N/A	N/A	***Rationale:*** Original awarded items board approved January 29, 2013. Previous awarded vendor was deemed non-responsive. Award being made to the next lowest responsive bidder.
13-968-149	Ceiling, Lighting, and Ballasts Replacement	REJ	N/A	North Shore E/S David Swafford						***Rationale***: All bids received were over the projected budget New specifications and scope of work will be developed before rebidding.

**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

0913agensum.doc)

Packet Pg. 361

10.25.a

Attachment: Bids April 9, 2013 (3919 : Bids)

PURCHASING AGENDA SUMMARY

April 9, 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*
13-962-180-RN	Delivery Service, Food	RN	1 yr.	Food Service Dept. Art Dunham	0410/1033	9502	M & B Products, Inc.	92,000.00	92,000.00 (estimate)	
13-961-181-RN	Vending Consulting & Support Service	RN	1 yr.	Food Service Dept. Art Dunham	0410/5470	9502	Florida Fresh Vending	50,000.00	50,000.00 (estimate)	
13-525-211-SC	Library Materials	SC	1 yr	County Wide Bonnie Kelley	0100/var. 0100/var.	1121/4771 2343	Baker & Taylor, Inc. Barnes & Noble Brodart Company Central Programs, Inc. dba Gumdrop Books Children's Plus, Inc. Coughlan Companies Inc, dba Capstone Davidson Titles Inc. Delaney Educational Enterprises, Inc. DEMCO, Inc. Earley Learning Systems, Inc. Follett Library Resources, Inc. Ingram Library Services, Inc.	Unknown	889,626.00 (estimate)	***Rationale:*** Utilizing State of Florida Contract 715-001-07-1.

*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:

XX: Referendum Funds

0913agensum.doc)

Packet Pg. 362

10.25.a

Attachment: Bids April 9, 2013 (3919 : Bids)

PURCHASING AGENDA SUMMARY

April 9, 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*
13-525-211-SC	Library Materials						Junior Library Guild Library Video Co. Mackin Book Company dba Mackin Library Media Magazine Subscription Services Agency Midwest Tape, LLC Mumford Library Books Perma-Bound Books ProQuest LLC Quality Books Inc. Rainbow Book Company Salem Press Scholastic Library Publishing, Inc. The Booksource The Gale Group dba Thomson Gale The Rosen Publishing Group, Inc. Unique Books, Inc.			

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

0913agensum.doc)

Packet Pg. 363

10.25.a

Attachment: Bids April 9, 2013 (3919 : Bids)

PURCHASING AGENDA SUMMARY

April 9, 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*
13-525-211-SC	Library Materials						W.E. Falk Books, Inc. W.T. Cox Subscriptions World Book, Inc.			
13-360-213-SC	Floor Coverings with Related Supplies, Equipment & Services	SC	3 yrs.	County Wide Rodger Williams	Various	Various	Bentley Prince Street, Continental Flooring Company, Interface Americas, Milliken Services, Mohawk Carpet Dist. Shaw Industries, Tandus Flooring	Unknown	500,000.00 (estimate)	***Rationale:*** Utilizing State of Florida contract 360-240-12-1 NJPA.
13-205-216-SC	IT Hardware Contract	SC	6 mos.	TIS Department; Dave Galvin	0100/5140	2906/6027	Anixter, Inc, CDW Government LLC, Graybar Electric Co Inc, GovConnection Inc. Insight Public Sector	150,000.00	150,000.00 (estimate)	***Rationale:*** Utilizing State of Florida Contract #250-000-09-1.

**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:

XX: Referendum Funds

0913agensum.doc)

Packet Pg. 364

Attachment: Bids April 9, 2013 (3919 : Bids)

10.25.a

PURCHASING AGENDA SUMMARY

April 9, 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*
13-420-209- SC	Furniture: Library	SC	2 yrs	Countywide Bonnie Kelly	Various	Various	Library Interiors of Florida, Inc.	135,000.00	135,000.00 (estimate)	***Rationale:*** Utilizing State of Florida Contract N: 420-590-07-01
13-205-214-SS	Sole Source Point of Sale Units	SS	N/A	Food Service Dept, Art Dunham	0410/5470	9502	MCS Software	420,000.00	420,000.00	***Rationale:*** MCS Software is the sole provider of Point of Sale products to work with MCS Software.
13-205-208-SS	Sole Source Kindle Wireless Reading Device	SS	1 yr.	County Wide Bonnie Kelley	Various	-Various	Amazon Digital Services, Inc.	263,000.00	263,000.00 (estimate)	***Rationale:*** This vendor is the manufacturer and distributor for the sale of the Kindle Wireless Reading Device. Amazon continues to partner with Pinellas County Schools by providing free management services and support beyond simple sale of the devices.

**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

0913agensum.doc)

Packet Pg. 365

10.25.a

Attachment: Bids April 9, 2013 (3919 : Bids)

PURCHASING AGENDA SUMMARY

April 9, 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*
13-205-219-SS	Sole Source Software & Training	SS	N/A	County Wide H/S Rita Vasquez	0100/5290 0100/5290	1180/6223 2601/5506	Compass Learning, Inc.	183,500.00	183,500.00	***Rationale:*** This vendor is the developer and publisher of the software and training materials.
13-205-210-SS	Sole Source Online Learning System	SS	1 yr.	PTEC Centers Mark Erickson	5300/4541	A460	Blackboard, Inc.	51,800.00	51,800.00	***Rationale:*** The vendor is the only authorized distributor of the ANGEL Learning Management System and holds the copyrights to all software and materials used in this system.

**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

0913agensum.doc)

Packet Pg. 366

10.25.a

Attachment: Bids April 9, 2013 (3919 : Bids)

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **April 9, 2013**

Bid No:	13-968-171	***Bid Title:***	Removal & Replacement of Air Cooled Chillers

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: **$** 105,350.00

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***

____

☐ ***Reason for Submittal to Board Under Separate Cover:***

____

Bidders Solicited: 120 **Bids Received:** 9 **Late Bids**: 0 **Rejected Bids**: 1 ☐ **N/A - Bids Not Required**

Submitted By: Linda M. Balcombe, CPPO, CPPB ***For:*** Skycrest Elementary School
Title: Director, Purchasing Department

Requested By: Edward Ural ***Buyer:*** Christine Roney
Title: Director, Facilities Planning, Design and Construction

Recommended award by vendor as follows:

AIR MECHANICAL & SERVICE CORPORATION

Provide labor and materials to remove and replace existing chillers and associated equipment per plans and specifications provided by Engineering Matrix, Inc.

(13-171tab.doc)

Attachment: Bids April 9, 2013 (3919 : Bids)

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **April 9, 2013**

Bid No: 13-968-158 ***Bid Title:*** Drainage Oufall Replacement

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: **$** 92,000.00

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***

____

☐ ***Reason for Submittal to Board Under Separate Cover:***

____

Bidders Solicited: 337 **Bids Received:** 4 **Late Bids**: 0 **Rejected Bids**: 0 ☐ **N/A - Bids Not Required**

Submitted By: Linda M. Balcombe, CPPO, CPPB ***For:*** Dunedin High School
Title: Director, Purchasing Department

Requested By: Edward Ural ***Buyer:*** Christine Roney
Title: Director, Facilities Planning, Design and Construction

Recommended award by vendor as follows:

CARL HANKINS, INC.

Provide labor and materials to remove and replace the drainage outfall structure and related work as per plans and specifications provided by Land & Water Engineering Science, Inc.

Attachment: Bids April 9, 2013 (3919 : Bids)

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **April 9, 2013**

Bid No: 13-165-159

Bid Title: Automatic Wrapping Machines (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: thru ☒ N/A - One Time Purchase

Contract Value: **$** 90,950.00

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***

____

☐ ***Reason for Submittal to Board Under Separate Cover:***

____

Bidders Solicited: 48 **Bids Received:** 2 **Late Bids**: 0 **Rejected Bids**: 1 ☐ **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)*

(13-159tab.doc)

Attachment: Bids April 9, 2013 (3919 : Bids)

ROBERT REISER & CO., INC.

Provide, deliver and install two (2) automatic wrapping machines per bid specifications.

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
2	Gruppo Fabbri Model 38 – XR Automatic Stretch Wrapping Machine	$44,000.00	$88,000.00
2	Installation of Equipment (to include parts, labor and equipment start-up)	0.00	0.00
1	Freight	2,950.00	2,950.00
			$90,950.00

Additional services as needed:

Cost for Training (minimum of 1 hour):	Technician:	$0.00/hour
Preventative Maintenance	Technician:	$130.00/hour(weekdays) 250.00/hour (weekends) 350.00/hour (holidays)

Attachment: Bids April 9, 2013 (3919 : Bids)

REISER
Leading the food industry in processing and packaging solutions
Reiser
725 Dedham Street
Canton, MA 02021
Tel (781) 821-1290
Fax (781) 821-1316
www.reiser.com

SALES AGREEMENT February 22, 2013

BILL TO:

Accounts Payable Department
Pinellas County School Board
P.O. Box 2942
Largo, FL 33779-2942

SHIP TO:

Art Dunham
Walter Pownall Service Center
11111 South Belcher Road
Largo, Florida 33773

BID NO.: 13-165-159

ONE FABBRI MODEL 38 – XR STRETCH WRAPPER

- With infeed conveyor (1m)
- With outfeed conveyor **(right turn exit)**
- Double film reel system
- With side stretch
- Touch screen controls
- 230 volts/3/60
- European lifter
- European clamps
- Protection cover
- **No moving parts under elevator** ..... $ 44,000.00

Total for two ..... $ 88,000.00

Freight charges (to be prepaid by Pinellas County School Board)..... $ 2,950.00

NOTE: PRICES VALID FOR 30 DAYS.

The above prices are FOB Destination. All freight charges and taxes are for the account of the customer. Our terms are 100% of purchase price due net cash 30 days after installation of the equipment. Delivery runs 60 to 80 days from receipt of your purchase order.

NOTE: Our offer includes a one year warranty for parts and labor on the equipment quoted above, warranty period commencing upon the date of installation.

THE UNDERSIGNED HAS READ & ACCEPTED THE ABOVE INCLUDING THE TERMS AND CONDITIONS ENCLOSED.

ACCEPTED: School Board Pinellas County

BY: _____

DATE: _____

Approved As To Form:
School Board Attorneys Office

Robert Reiser & Co., Inc.

BY: _____

DATE: February 22, 2013

Attachment: Bids April 9, 2013 (3919 : Bids)

REISER

SALES AGREEMENT

TERMS AND CONDITIONS

Robert Reiser & Co , Inc ("Reiser") and the customer named on the reverse side hereof ("Customer") agree that the following terms and conditions shall govern the delivery of the equipment ("Equipment") also set forth on the reverse side hereof.

1. Prices, Taxes, Risk of Loss Prices are exclusive of all sales, use, and like taxes Any such tax Reiser may be required to collect or pay at any time, before, upon, or after the sale or delivery of the equipment shall be paid by the Customer Risk of loss shall pass to Customer upon delivery of Equipment at FOB point.

2. Cancellation. Reiser may cancel this agreement upon five days prior written notice to Customer at any time prior to the expiration of ninety days from the date of acceptance by Reiser. Within ten days after such termination, Reiser shall return to Customer any funds theretofore received hereunder from Customer. Customer may terminate this agreement upon ten days prior written notice to Reiser and upon the payment to Reiser of a cancellation fee in the amount of 25% of either the purchase price for the Equipment or aggregate lease payments, as the case may be, (less the amount of any funds theretofore received by Reiser hereunder from Customer) as liquidated damages and not as a penalty However, any such termination by Customer shall be ineffective in the event that written notice thereof is received by Reiser after the date the Equipment is shipped to Customer.

3. Installation. In connection with the installation and delivery of the Equipment to Customer at its plant, and at any time during the ninety-day period thereafter, Reiser shall, without charge to Customer and no later than thirty days after it receives written notice from Customer that (a) the Equipment is in place at Customer's plant, (b) utilities for the Equipment are available; (c) packaging material and/or product are on hand, make available to Customer's employees at the location of the Equipment a Reiser serviceman to supervise and instruct Customer's employees in the installation, operation and maintenance of the Equipment for a period not to exceed five consecutive business days. Thereafter, service shall be available to Customer at Customer's premises, at Customer's expense, for the then prevailing daily rates plus reasonable travel and lodging expenses of service personnel

4. Warranty; Limitation of Liability. Reiser warrants that the Equipment will, upon delivery to Customer, conform to the description and specifications set forth herein and will be free from defects in material and workmanship Reiser shall repair or replace, at its option, any part or parts comprising the Equipment which become defective during the 12-month period following first delivery of the Equipment to Customer's plant location In addition, either Customer or Reiser may terminate this agreement at any time during the two week period following the date the Equipment is first installed and operable if Customer is not satisfied that the Equipment conforms to the description and specifications set forth herein and Reiser states that it is unable to cure such alleged defect. In such event and no later than ten days following said two week period, Customer shall at Customer's expense, crate and deliver (freight prepaid) the equipment to Reiser's Canton, Massachusetts plant. All risk of loss and damage to the Equipment (while at Customer's plant and while in transit) shall be borne by Customer until delivery to Reiser. If the Equipment is not delivered to Reiser within the period above stated, the Equipment shall be deemed accepted by Customer and to conform to such description and specifications. Reiser will not be liable for personal injury or property damage nor shall it have obligations or liabilities for consequential damages including but not limited to product loss, film loss and lost profits even if advised of the possibility of such. **THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE** Customer further agrees that Reiser's liability hereunder for damages including but not limited to patent and copyright infringement shall not exceed the aggregate sum paid hereunder by Customer to the date the amount of such liability is determined

5. Federal Acceptance. The equipment shall conform to and be in compliance with all known, applicable rules and regulations governing acceptance by the United States Department of Agriculture, FSIS. Inasmuch as the United States Department of Labor does not issue acceptance letters, Reiser cannot guarantee that the Equipment will comply with the Federal Occupational Safety and Health Act and the regulations issued thereunder

6. Patent and Copyright Indemnification. If notified promptly in writing of any action brought against Customer, based on a claim that the Equipment infringes a United States patent or copyright, Reiser will defend such action at its expense and will pay the costs and damages awarded in any such action, provided that Reiser shall have the sole control of the defense of any such action and all negotiations for its settlement or compromise. In the event that a final injunction shall be obtained against the Customer's use of the Equipment by reason of infringement of a United States patent or copyright, Reiser will, at its option and at its expense, either procure for the Customer the right to continue using the Equipment, replace or modify the same so that it becomes noninfringing, or grant Customer a credit for such Equipment as depreciated and accept its return Customer shall hold Reiser harmless against any expense, judgment or loss for infringement of any patents or copyrights which results from Reiser's compliance with Customer's designs, or specifications.

7. Security Interest. Customer hereby grants Reiser a security interest in the Equipment and proceeds thereof, to secure Customer's obligation hereunder. Customer hereby appoints Reiser its attorney-in-fact to execute financing statements to perfect such security interest.

8. Title. Title to the Equipment and a security interest under the Uniform Commercial Code shall remain with Reiser until all required payments, or any judgment therefore, have been fully paid in money when ownership shall pass to Buyer

9. General. If any of the provisions of this agreement are invalid under any applicable statute or rule of law, they are to that extent deemed omitted. The Customer's remedies in this agreement are exclusive Any purchase order or similar form attached hereto is void to the extent that it contains any terms that are contrary to, or inconsistent with, the provisions of this contract The parties agree that this agreement is the complete and exclusive statement of the understanding between the parties, which supersedes all proposals oral or written and all other communications between the parties relating to the subject matter of this agreement. This agreement will be governed by the Laws of the State of Florida.

Attachment: Bids April 9, 2013 (3919 : Bids)

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **April 9, 2013**

Bid No:	13-968-170	***Bid Title:***	Remove & Install Chilled Water Air Handling Units

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: **$** 73,700.00

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***

____

☐ ***Reason for Submittal to Board Under Separate Cover:***

____

Bidders Solicited: 120 **Bids Received:** 5 **Late Bids**: 0 **Rejected Bids**: 0 ☐ **N/A - Bids Not Required**

Submitted By: Linda M. Balcombe, CPPO, CPPB ***For:*** Perkins Elementary School
Title: Director, Purchasing Department

Requested By: Edward Ural ***Buyer:*** Christine Roney
Title: Director, Facilities Planning, Design and Construction

Recommended award by vendor as follows:

Q & Q, INC.

Provide labor and materials to remove and replace chilled water air handling units and related equipment per plans and specifications provided by Global Sanchez, Inc.

(13-170tab.doc)

Attachment: Bids April 9, 2013 (3919 : Bids)

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **April 9, 2013**

Bid No: 13-962-148 ***Bid Title:*** Aquatic Vegetation Control

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: 4/9/13 thru 4/8/15 ☐ N/A - One Time Purchase

Contract Value: **$** 60,000.00

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: 35 **Bids Received:** 2 **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: Edward Ural ***Buyer:*** Christine Roney
Title: Director, Facilities Planning, Design and Construction

Recommended award by vendor as follows: (*see attached)*

(13-148pr347tab.doc)

Attachment: Bids April 9, 2013 (3919 : Bids)

BLUE WATER AQUATICS, INC. (V-173516)

The work shall consist of furnishing all materials, labor, tools, equipment and supervision required to have the capabilities and expertise to provide treatment of wetland mitigation areas and storm water systems

ITEM #	DESCRIPTION	UNIT PRICE
1	Herbicide Application including Spot Spraying (including Rodeo)	$ 85.00 per/hr
2	Removal of Nuisance Species (Hand Pulling or Equivalent & Approved Disposal Area)	$ 85.00 per/hr
3	Labor including: Use of manual or powered equipment including augers, chain saws, shovels, etc.	$ 85.00 per/hr.

SUBMITTED UNIT PRICES FOR ADDITIONAL SERVICES / SUPPLIES

ITEM #	DESCRIPTION	UNIT PRICE
4	Airboat application	$ 90.00 per/hr
5	Herbicide application labor w/land based equipment	$ 85.00 per/hr
6	Vermeer chipper for chipping up trees/brush	$ 200.00 per/day

Attachment: Bids April 9, 2013 (3919 : Bids)

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **April 9, 2013**

Bid No:	13-155-193-PB	***Bid Title:***	Type 2 Modular Classroom and Associated Site Work

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: **$** 1,762,316.60

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***

____

☐ ***Reason for Submittal to Board Under Separate Cover:***

Piggybacking St. Lucie Public Schools RFP contract #07-42.

Bidders Solicited: ___ **Bids Received:** ___ **Late Bids**: ___ **Rejected Bids**: ___ ☒ **N/A - Bids Not Required**

Submitted By: Linda M. Balcombe, CPPO, CPPB ***For:*** Five (5) Elementary Schools
Title: Director, Purchasing Department

Requested By: Michael Hewett ***Buyer:*** Christine Roney
Title: Director, Maintenance Department

Recommended award by vendor as follows: (*see attached)*

(13-193tab.doc)

Attachment: Bids April 9, 2013 (3919 : Bids)

MOBILE MODULAR MANAGEMENT CORPORATION (V-27540)

Deliver and Install twenty six (26) Side Stackable Type II-B classroom units, restroom equipped per DCA Plan approval number CRA 11030.03 and PCS Group 7 specifications at various schools countywide.

SCHOOL LOCATIONS	QUANTITY	UNIT PRICE	TOTAL PRICE
Mount Vernon Elementary	10	67,781.41	677,814.10
Anona Elementary	6	67,781.41	406,688.46
Belleair Elementary	2	67,781.41	135,562.82
Orange Grove Elementary	2	67,781.41	135,562.82
Ridgecrest Elementary	6	67,781.41	406,688.46
TOTAL	**26**		**$1,762,316.60**

Attachment: Bids April 9, 2013 (3919 : Bids)

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **April 9, 2013**

Bid No:	13-165-045-RA	***Bid Title:***	Cafeteria Refrigeration & Ice Machines

Original Bid No: 13-165-045-PB

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: 9/26/12 thru 5/10/13 ☐ N/A - One Time Purchase

Contract Value: **$** 265,000.00 (Revised)

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***

The original contract value board approved on September 25, 2012 was $90,000.00. An additional $175,000.00 is needed for Food Service Department in order to cover equipment purchased through the end of the contract period. Piggy-backing Orange County Public Schools Bid #ITB1203046.

☐ ***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 & Maintenance Department

Title: Director, Purchasing Department

Requested By: Art Dunham ***Buyer:*** Jena Grage

Title: Director, Food Service Department

Requested By: Michael Hewett

Title: Director, Maintenance Department

Recommended award by vendor as follows: (*see attached)*

Attachment: Bids April 9, 2013 (3919 : Bids)

Provide and deliver cafeteria refrigeration & ice machines to the Pinellas County Schools Warehouse and other district locations, on an as needed basis, at the following firm, unit prices or discounts.

BELTRAM EDGE TOOL SUPPLY, INC D/B/A BELTRAM FOOD SERVICE GROUP (V-256)

ITEM #	DESCRIPTION	BRAND	MODEL NUMBER	UNIT PRICE	UNIT OF MEASURE
Lot 1	**Manitowoc Ice Machines Product Line**				
1	Ice Cube Machine, Manitowoc, Model SD-0452A, 345 lb Capacity, 115/60/1	Manitowoc	ID-0452A	$1,732.00	EA
2	Ice Cube Machine, Manitowoc, Model SD-0602A, 650 lb Capacity, 208/230/60/1	Manitowoc	ID-0602A	2,121.00	EA
3	Ice Cube Machine, Manitowoc, Model SD-0852A, 785 lb Capacity, 208/230/60/1	Manitowoc	ID-0852A	2,811.00	EA
4	Ice Cube Machine, Manitowoc, Model SD-1002A, 1050 lb Capacity, 208/230/60/1	Manitowoc	ID-1002A	3,252.00	EA
5	Ice Storage Bin, Manitowoc, S-Series, Stainless Steel Exterior, Model B-400, 290 lb. Capacity	Manitowoc	B-400	589.00	EA
6	Ice Storage Bin, Manitowoc, S-Series, Stainless Steel Exterior, Model B-570, 430 lb. Capacity	Manitowoc	B-570	660.00	EA
7	Ice Storage Bin, Manitowoc, S-Series, Stainless Steel Exterior, Model B-970, 710 lb. Capacity	Manitowoc	B-970	906.00	EA
8	Ice Cube Machine, Manitowoc, Model QD-132A, Undercounter	Manitowoc	QD-132A	1,381.00	EA
9	Adapter, K-00370 for 0852A	Manitowoc	K-00370	135.00	EA
10	% of Discount for Balance on Manitowoc Product Line	Manitowoc		50/10/5/5/5/6%	%
Lot 8	**Continental**				
44	% of Discount for Balance on Continental Product Line	Continental		50/10/10%	%
Lot 9	**Scotsman**				
45	% of Discount for Balance on Scotsman Product Line	Scotsman		50/10/5%	%

INTERNATIONAL RESTAUARANT DISTRIBUTORS, INC. (V-28502)

ITEM #	DESCRIPTION	BRAND	MODEL NUMBER	UNIT PRICE	UNIT OF MEASURE
Lot 2	**Beverage-Air Product Line**				
11	Milk Cooler, Beverage-Air, Single Access, Forced Air, Model SMF34-S, 8 case Capacity, 115/60/1	Beverage-Air	SMF34-S	$1,829.00	EA
12	Milk Cooler, Beverage-Air, Single Access, Forced Air, Model SMF49-S, 12 Case Capacity, 115/60/1	Beverage-Air	SMF49-S	2,169.00	EA
13	Milk Cooler, Beverage-Air, Single Access, Forced Air, Model SMF58-S, 16 Case Capacity, 115/60/1	Beverage-Air	SMF58-S	2,439.00	EA
14	Milk Cooler, Beverage-Air, Dual Access, Forced Air, Model STF49-1-S, 12 Case Capacity, 115/60/1	Beverage-Air	STF49-1-S	2,999.00	EA
15	Milk Cooler, Beverage-Air, Dual Access, Forced Air, Model STF58-1-S, 16 Case Capacity, 115/60/1	Beverage-Air	STF58-1-S	3,009.00	EA
16	Reach-In Refrigerator, Beverage-Air, Single Door, Stainless Steel, Model PR1-1AS-XDX, 115/60/1	Beverage-Air	PR1-1AS-XDX	2,639.00	EA
17	Reach-In Refrigerator, Beverage-Air, Double Door, Stainless Steel, Model PR2-1AS-XDX, 115/60/1	Beverage-Air	PR2-1AS-XDX	3,549.00	EA

Attachment: Bids April 9, 2013 (3919 : Bids)

INTERNATIONAL RESTAURANT DISTRIBUTORS, INC. (V-28502) cont.

ITEM #	DESCRIPTION	BRAND	MODEL NUMBER	UNIT PRICE	UNIT OF MEASURE
18	Reach-In Freezer, Beverage-Air, Single Door, Stainless Steel, Model PF1-1AS-XDX, 115/60/1	Beverage-Air	PF1-1AS-XDX	3,369.00	EA
19	Reach-In Freezer, Beverage-Air, Double Door, Stainless Steel, Model PF2-1AS-XDX, 115/60/1	Beverage-Air	PF2-1AS-XDX	4,489.00	EA
20	% Discount for Balance on Beverage-Air Product Line	Beverage-Air		66.00%	%
Lot 3	**True Refrigeration Product Line**				
21	Milk Cooler, True, Single Access, Forced Air, Model TMC-34-S, 8 Case Capacity, 115/60/1	True	TMC-34-S	$1,779.00	EA
22	Milk Cooler, True, Single Access, Forced Air, Model TMC-49-S, 12 Case Capacity, 115/60/1	True	TMC-49-S	2,089.00	EA
23	Milk Cooler, True, Single Access, Forced Air, Model TMC-58-S, 16 Case Capacity, 115/60/1	True	TMC-58-S	2,299.00	EA
24	Milk Cooler, True, Dual Access, Forced Air, Model TMC-34-DS-SS, 8 Case Capacity, 115/60/1	True	TMC-34-DS-SS	2,639.00	EA
25	Milk Cooler, True, Dual Access, Forced Air, Model TMC-49-DS-SS, 12 Case Capacity, 115/60/1	True	TMC-49-DS-SS	2,989.00	EA
26	Milk Cooler, True, Dual Access, Forced Air, Model TMC-58-DS-SS, 16 Case Capacity, 115/60/1	True	TMC-58-DS-SS	3,119.00	EA
27	Reach-In Refrigerator, True, Single Door, Stainless Steel, Model TS-23, 115/60/1	True	TS-23	2,059.00	EA
28	Reach-In Refrigerator, True, Double Door, Stainless Steel, Model TS-49, 115/60/1	True	TS-49	2,739.00	EA
29	Reach-In Freezer, True, Single Door, Stainless Steel, Model TS-23F, 115/60/1	True	TS-23F	2,569.00	EA
30	Reach-In Freezer, True, Double Door, Stainless Steel, Model TS-49F, 115/60/1	True	TS-49F	3,599.00	EA
31	% Discount for Balance on True Product Line	True		65.00%	%
Lot 6	**Traulsen Product Line**				
40	Reach-In Refrigerator, Traulsen, Double Door, Stainless Steel, Model G22010, 115/60/1	Traulsen	G20010	$2,739.00	EA
41	Reach-In Freezer, Traulsen, Double Door, Stainless Steel, Model G22010 115/60/1	Traulsen	G22010	3,366.00	EA
42	% Discount for Balance on Traulsen Product Line	Traulsen		56.00%	%
Lot 7	**Nor-Lake**				
43	% Discount for Balance on Nor-Lake Product Line.	Nor-Lake		56.00%	%
Lot 10	**Hoshizaki**				
46	% Discount for Balance on Hoshizaki Product Line	Hoshizaki		55.00%	%

Attachment: Bids April 9, 2013 (3919 : Bids)

SAM TELL AND SON, INC. (V-23391)

ITEM #	DESCRIPTION	BRAND	MODEL NUMBER	UNIT PRICE	UNIT OF MEASURE
Lot 5	**Delfield Product Line**				
37	Milk Cooler, Delfield, Model NDF-12, 12 Case Capicity with Plastic Air Curtain, 115/60/1	Delfield	NDF-12	$4,721.49	EA
38	Milk Cooler, Delfield, Model NDF-18, 18 Case Capi city with Plastic Air Curtain, 115/60/1	Delfield	NDF-18	4,970.23	EA
39	% Discount for Balance on Delfield Product Line	Delfield		60.00%	%

SRE CULINARY EQUIPMENT & SUPPLIES LLC. (V-27505)

ITEM #	DESCRIPTION	BRAND	MODEL NUMBER	UNIT PRICE	UNIT OF MEASURE
Lot 4	**Victory Product Line**				
32	Reach-In Refrigerator, Victory, Single Door, Stainless Steel, Model VSR-1, 115/60/1	Victory	VSR-1	$1,941.02	EA
33	Reach-In Refrigerator, Victory, Double Door, Stainless Steel, Model VSR-2, 115/60/1	Victory	VSR-2	2,497.26	EA
34	Reach-In Freezer, Victory, Single Door, Stainless Steel, Model VSF-1, 115/60/1	Victory	VSF-1	2,357.43	EA
35	Reach-In Freezer, Victory, Double Door, Stainless Steel, Model VSF-2, 115/60/1	Victory	VSF-2	3,231.84	EA
36	% Discount for Balance on Victory Product Line	Victory		50/20/23	%

Attachment: Bids April 9, 2013 (3919 : Bids)

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **April 9, 2013**

Bid No:	13-880-105-RB	***Bid Title:***	Audio Visual & Video Equipment / Materials

Original Bid No: 13-880-105

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: 1/26/13 thru 1/25/14 ☐ 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
2	6-months	1 - year	

**** Rationale/Reason***

Original awarded items board approved January 29, 2013. Previous awarded vendor was deemed non-responsive. Award being made to the next lowest responsive bidder.

☐ ***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: Corinne McManning ***Buyer:*** Jaime Haney
Title: ITV Broadcast Maintenance Specialist

Recommended award by vendor as follows: (*see attached)*

Attachment: Bids April 9, 2013 (3919 : Bids)

Previous Award:

Item No.	Item Description	Brand & Model Bid	TERMS Item. No	Unit Price or Discount	Recommended Vendor/TERMS #
24	Laminating Film, 18”	GBC Naplam Model #3000003	88043324	17.87	**Visual Concept Multimedia, Inc V- 30973**
25	Laminating Film, 25”	GBC Naplam Model #3000004	88043325	20.87	**Visual Concept Multimedia, Inc V- 30973**
26	Laminating Film, 27”	GBC Naplam Model 3126061	88043326	23.44	**Visual Concept Multimedia, Inc V- 30973**

Revised Award:

Item No.	Item Description	Brand & Model Bid	TERMS Item. No	Unit Price or Discount	Recommended Vendor/TERMS #
24	Laminating Film, 18”	GBC Naplam Model #3000003	88043324	41.20	**LexJet Corporation V-30971**
25	Laminating Film, 25”	GBC Naplam Model #3000004	88043325	37.12	**LexJet Corporation V-30971**
26	Laminating Film, 27”	GBC Naplam Model 3126061	88043326	51.27	**LexJet Corporation V-30971**

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **April 9, 2013**

Bid No: 13-968-149

Bid Title: Ceiling, Lighting and Ballasts Replacement

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: **$** 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***

____

☐ ***Reason for Submittal to Board Under Separate Cover:***

All bids received were over the projected budget. New specifications and scope of work will be developed before rebidding.

Bidders Solicited: 443 **Bids Received:** 7 **Late Bids**: 0 **Rejected Bids**: 7 ☐ **N/A - Bids Not Required**

Submitted By: Linda M. Balcombe, CPPO, CPPB ***For:*** North Shore Elementary School
Title: Director, Purchasing Department

Requested By: Michael Hewett ***Buyer:*** Christine Roney
Title: Director, Maintenance Department

Recommended award by vendor as follows:

(13-149tab.doc)

Attachment: Bids April 9, 2013 (3919 : Bids)

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **April 9, 2013**

Bid No: 13-962-180-RN ***Bid Title:*** Delivery Service, Food

Original Bid No: 12-962-184

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: 5/13/13 thru 5/12/14 ☐ N/A - One Time Purchase

Contract Value: **$** 92,000.00

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 April 9, 2013 (3919 : Bids)

(13-180pr720tab.doc)

M & B PRODUCTS, INC. (V-1393)

Deliver cold lunch meals to approximately sixty (60) different Pinellas County Schools summer feeding sites on a daily basis.

Category Description	Unit Costs
Truck Rental	$ 116.96/day/truck
Mileage Charge	0.28/mile/truck
Refrigeration Unit Rental	0.94/hour/truck
Driver Daily Rate	**218.66/day/truck

**Includes allowances for fringe benefits, FICA and unemployment tax contributions.

Attachment: Bids April 9, 2013 (3919 : Bids)

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **April 9, 2013**

Bid No:	13-961-181-RN	***Bid Title:***	Vending Consulting & Support Service

Original Bid No: 11-961-136-RFP

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: 4/27/13 thru 4/26/14 ☐ N/A - One Time Purchase

Contract Value: **$** 50,000.00

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***

____

☐ ***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 April 9, 2013 (3919 : Bids)

FLORIDA FRESH VENDING (V-28656)

Provide vending support and service on district owned vending machines. Pricing methodology shown below constitutes the basis for billing. Unit prices and percentage figures are firm for the contract period.

Description Of Service	Schedule of Charges
Consulting Services Based On Percentage Of Gross Sales.	These services billed at hourly rate
Auditing Monthly Reports Based On Percentage Of Gross Sales.	1.75%
Repair Services (hourly rates)	$50.00 /Technician (includes weekends & overtime) $25.00/Helper (includes weekends & overtime)
Discount from manufactures list price for parts & supplies	0%
Personnel Training Per Site (hourly rates)	$50.00 /1-5 Personnel per site location $50.00 /6-10 Personnel per site location $50.00 /11-15 Personnel per site location
Additional Work: (The cost per hour for additional services and parts, if requested)	$50.00

Attachment: Bids April 9, 2013 (3919 : Bids)

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **April 9, 2013**

Bid No: 13-525-211-SC ***Bid Title:*** Library Materials

Original Bid No: 07-525-087-SC

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: 3/1/13 thru 2/28/14 ☐ N/A - One Time Purchase

Contract Value: **$** 889,626.00

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***

Utilizing State of Florida Contract No. 715-001-07-1.

☐ ***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:*** County Wide
Title: Director, Purchasing Department

Requested By: Bonnie Kelley ***Buyer:*** Mary Ann McConahy
Title: Pk-12 Media Services Specialist, Library/Media/Technology Department

Recommended award by vendor as follows: (*see attached)*

Attachment: Bids April 9, 2013 (3919 : Bids)

Contractors

- Baker & Taylor, Inc,
- Barnes & Noble
- Brodart Company
- Central Programs Inc. d/b/a Gumdrop Books
- Children's Plus, Inc.
- Coughlan Companies, Inc dba Capstone
- Davidson Titles, Inc.
- Delaney Educational Enterprises, Inc.
- DEMCO, Inc.
- Earley Learning Systems, Inc.
- Follett Library Resources, Inc.
- Ingram Library Services, Inc.
- Junior Library Guild
- Library Video Co.
- Mackin Book Company d/b/a Mackin Library Media
- Magazine Subscription Services Agency
- Midwest Tape, LLC
- Mumford Library Books
- Perma-Bound Books
- ProQuest,LLC
- Quality Books Inc. (A)
- Rainbow Book Company (A)
- Salem Press
- Scholastic Library Publishing, Inc (A)
- The Booksource (A)
- The Gale Group d/b/a Thomson Gale
- The Rosen Publishing Group, Inc.
- Unique Books, Inc. (A)
- W.E. Falk Books, Inc.
- W.T. Cox Subscriptions
- World Book, Inc.

Attachment: Bids April 9, 2013 (3919 : Bids)

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **April 9, 2013**

Bid No:	13-360-213-SC	***Bid Title:***	Floor Covering with Related Supplies, Equipment & Services

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: 1/18/13 thru 3/19/16 ☐ 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
		6-months	- year	

**** Rationale/Reason***

Utilizing State of Florida Contract 360-240-12-1-NJPA.

☐ ***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: Michael Hewett ***Buyer:*** Christine Roney
Title: Director, Maintenance Department

Recommended award by vendor as follows: (*see attached)*

Attachment: Bids April 9, 2013 (3919 : Bids)

Contractors Awarded:

BENTLEY PRINCE STREET
CONTINENTAL FLOORING COMPANY
INTERFACE AMERICAS
MILLIKEN SERVICES
MOHAWK CARPET DISTRIBUTORS
SHAW INDUSTRIES
TANDUS FLOORING US

Pricing

The State of Florida pricing for the manufacturers listed above are posted on the manufacturer's website and available through the link provided below. Instructions for ordering carpeting are also provided at this same link.
http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/state_contracts_agreements_and_price_lists/alternate_contract_source/floor_coverings_with_related_supplies_equipment_and_services/price_sheets_and_ordering_instructions

Authorized Dealers/Installation Firms & Manufacturer Representation

Bidders shall include a list of authorized dealers and installation firms with mailing address, telephone numbers, email address, and URL. **Bidders are encouraged to use certified Minority Business Enterprise dealers/installers.** This document will then be uploaded back into the space provided in the Forms Section of this RFX.

In an effort to encourage local and minority representation on this contract, the contractor may assign an authorized dealer or installation partner to receive orders on their behalf. It is the Bidder's responsibility to insure that all customers will be given equal representation and service with the approved dealers. If this ordering option is utilized, the following requirements and qualifications apply:

- The Manufacturer is ultimately responsible for the complete project (products and installation), REGARDLESS if the orders are received by the Manufacturer or dealer.
- The Manufacturer shall be held responsible for all requirements of this contract, which include, reporting sales and payment of the 1% transaction fee to MyFloridaMarketPlace.
- Each dealer named will be responsible for delivery and installation of products, as well as providing needed assistance to Eligible Customers, as defined in Section 163.3164, F.S.
- Any contract changes must be submitted by the Manufacturer, not the dealer.
- All contract changes must be approved by State Purchasing prior to implementation.
- All authorized dealers or installers participating in this contract are required to register in MyFloridaMarketPlace if they will be receiving orders on behalf of the manufacturer.
- Upon complaint(s) against the Manufacturer or Manufacturer's authorized dealer, State Purchasing may require the Manufacturer to remove this ordering option from their contract.

Attachment: Bids April 9, 2013 (3919 : Bids)

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **April 9, 2013**

Bid No: 13-205-216-SC ***Bid Title:*** IT Hardware Contract

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: 4/9/13 thru 9/7/13 ☐ N/A - One Time Purchase

Contract Value: **$** 150,000.00

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 State of Florida Contract# 250-000-09-1.

☐ ***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:*** Technology and Information Systems Department

Title: Director, Purchasing Department

Requested By: Dave Galvin ***Buyer:*** Mark Shuman, CPPO, CPPB

Title: Director, Networking and Telecommunications

Recommended award by vendor as follows: (*see attached)*

Attachment: Bids April 9, 2013 (3919 : Bids)

ANIXTER, INC
CDW GOVERNMENT LLC
GRAYBAR ELECTRIC CO., INC.
GOVCONNECTION, INC.
INSIGHT PUBLIC SECTOR

Utilizing State of Florida Contract #250-000-09-1 to purchase APC Uninterruptible Power Supplies (UPS) to install in all MDF (Main Distribution Facility) and IDF(Intermediate Distribution Facilities) throughout the district. Using UPS power supplies maintains stability of the network for both voice and data communications and greatly extends the life of the equipment. Must solicit quotes for each purchase per State Contract.

Attachment: Bids April 9, 2013 (3919 : Bids)

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **April 9, 2013**

Bid No: 13-420-209-SC ***Bid Title:*** Furniture: Library

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: 2/21/13 thru 2/20/15 ☐ N/A - One Time Purchase

Contract Value: **$** 135,000.00

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
0	6-months	- year	

**** Rationale/Reason***

Utilizing State of Florida Contract No. 420-590-07-1

☐ ***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:*** County Wide
Title: Director, Purchasing Department

Requested By: Bonnie Kelley ***Buyer:*** Jaime Haney
Title: Pk-12 Media Services Specialist, Library/Media/Technology Department

Recommended award by vendor as follows:

LIBRARY INTERIORS OF FLORIDA, INC. (V-10535)

Provide and deliver library shelving and furniture on an as needed basis at a 15% to 51% discount off of list price per the State of Florida Educational Furniture Contract.

Attachment: Bids April 9, 2013 (3919 : Bids)

PURCHASING AGENDA ITEM for SOLE SOURCE COMMODITY and/or SERVICE

School Board of Pinellas County, Florida

School Board Meeting of: **April 9, 2013**

Bid File No:	13-205-214-SS	***Bid File Title:***	Sole Source Point of Sale Units

Contract Period: thru ☒ N/A - One Time Purchase

Contract Value: **$** 420,000.00

Contract Type: ☐ Estimated Dollar Amount ☐ Firm, Fixed Dollar Amount ☒ Firm, Fixed Unit Prices ☐ Firm, Fixed Fees or Discounts

**** Rationale/Reason***

MCS Software is the sole provider of Point of Sale products to work with MCS Software. .

Submitted By: Linda M. Balcombe, CPPO, CPPB ***For:*** Food Service Department
Title: Director, Purchasing Department

Requested By: Art Dunham ***Buyer:*** Mark Shuman, CPPO
Title: Director, Food Service Department

Recommended award by vendor as follows:

MCS SOFTWARE (V-19049)

DESCRIPTION	**PRICE**
Point of Sale 17" Touch Dynamic I7, (200 Units @ $2,100.00 ea.)	420,000.00
TOTAL:	**$420,000.00**

Attachment: Bids April 9, 2013 (3919 : Bids)

PURCHASING AGENDA ITEM for SOLE SOURCE COMMODITY and/or SERVICE

School Board of Pinellas County, Florida

School Board Meeting of: **April 9, 2013**

Bid File No:	13-205-208-SS	***Bid File Title:***	Sole Source Wireless Reading Devices

Contract Period: 4/27/13 thru 4/26/14 ☐ N/A - One Time Purchase

Contract Value: **$** 263,000.00

Contract Type: ☐ Estimated Dollar Amount ☒ Firm, Fixed Dollar Amount ☐ Firm, Fixed Unit Prices ☐ Firm, Fixed Fees or Discounts

**** Rationale/Reason***

This vendor is the manufacturer and distributor for the sale of the Kindle Wireless Reading Device . Amazon continues to partner with Pinellas County Schools by providing free management services and support beyond simple sale of the devices..

Submitted By: Linda M. Balcombe, CPPO, CPPB ***For:*** County Wide
Title: Director, Purchasing Department

Requested By: Bonnie Kelley ***Buyer:*** Jaime Haney
Title: Pk-12 Media Services Specialist, Library/Media/Technology Department

Recommended award by vendor as follows:

AMAZON DIGITAL SERVICES, INC.

Provide and deliver Kindle® wireless reading devices to various schools for the contract period. Quantities are projected estimates based on historical purchases.

ESTIMATED QUANTITY	TERMS NUMBER	DESCRIPTION	UNIT PRICE	TOTAL
1000	205K0007	Kindle® electronic reading device; Touch	$89.00	$89,000.00
1000	205K0006	Kindle® electronic reading device; Fire	$174.00	$174,000.00
			TOTAL:	**$263,000.00**

Attachment: Bids April 9, 2013 (3919 : Bids)

PURCHASING AGENDA ITEM for SOLE SOURCE COMMODITY and/or SERVICE

School Board of Pinellas County, Florida

School Board Meeting of: **April 9, 2013**

Bid File No:	13-205-219-SS	***Bid File Title:***	Sole Source Software & Training

Contract Period: thru ☒ N/A - One Time Purchase

Contract Value: **$** 183,500.00

Contract Type: ☐ Estimated Dollar Amount ☒ Firm, Fixed Dollar Amount ☐ Firm, Fixed Unit Prices ☐ Firm, Fixed Fees or Discounts

**** Rationale/Reason***

This vendor is the developer and publisher of the software and training materials.

Submitted By: Linda M. Balcombe, CPPO, CPPB ***For:*** County Wide High Schools

Title: Director, Purchasing Department

Requested By: Rita Vasquez ***Buyer:*** Linda Balcombe

Title: Director, Secondary Education

Recommended award by vendor as follows: (*see attached)*

Attachment: Bids April 9, 2013 (3919 : Bids)

COMPASS LEARNING, INC.

DESCRIPTION	PRODUCT CODE	QUANTITY	UNIT PRICE	TOTAL PRICE
SOFTWARE:				
OHS Biology	SWHSB	16	2500.00	40,000.00
OHS Geometry	SWHSG	16	2500.00	40,000.00
SOFTWARE SUPPORT:				
Hosted Basic	SPTKHB	16	2700.00	43,200.00
PROFESSIONAL DEVELOPMENT:				
Align Tier I	PDA1	2	1750.00	3,500.00
Odyssey Basic Overview Onsite	PDOVO	16	1750.00	28,000.00
Odyssey Instructional Coaching Onsite	PDINC	16	1750.00	28,000.00
PROCESSING FEE:				
Processing Fee	SHIP	16	50.00	800.00
GRAND TOTAL:				$183,500.00

Attachment: Bids April 9, 2013 (3919 : Bids)

AGREEMENT
between
THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA
and
Compass Learning Inc.

THIS AGREEMENT (hereinafter "Agreement") is made and entered into this 1st day of April, 2013, by and between THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA (hereinafter "the School Board") and Compass Learning Inc. (hereinafter "Contractor").

For and in consideration of the mutual promises, covenants and obligations contained herein, the School Board hereby retains the Contractor to undertake the activities described in Attachment A. The parties agree as follows:

1. Term of Project: The project period will begin April 1, 2013 and end June 30, 2014. Software Licenses are owned by The School Board in perpetuity. The parties reserve the right to extend this Agreement for a specified period of time by written amendment signed by both parties.

2. Scope of Work: The scope of work is outlined in SO-086260 labeled as Attachment A.
Compass Learning Odyssey is a proven, Florida and Common Core standards-aligned student achievement program. The program combines scientifically-based curricula, assessment and performance outcome measures, data-driven instruction systems, and professional development to create programs customized to the district's needs. The program can provide a Pre/Post Test and automatically prescribe an individualized learning path of activities based on non-mastered objectives.
The following items are included in the purchase price for the 16 sites listed in Attachment A:
-A perpetual unlimited user site license for Geometry and Biology
-Hosting, Maintenance, Updates and Enhancements, and Technical Support for annual term noted in Attachment A
- Two onsite training days per site as well as district level custom Alignment services

3. Compensation: The School Board agrees to pay the Contractor $183,500.00 for full and satisfactory performance of services under this Agreement. This Agreement is contingent upon continued funding of the Title II, Part A grant by the federal government. The following terms shall govern payments:
a) Payments will be made- net thirty (30) days following the close of each order.
b) Contractor will submit invoices within 30 days following the close of each order.
c) Invoices shall be accompanied by documentation sufficient to demonstrate adequate and timely progress toward completion of deliverables.
d) Contractor shall provide, upon request, expenditure documentation in detail sufficient for a proper pre- and post-audit.
e) All invoices, and deliverables, must be approved in writing by the School Board's Project Contact prior to payment by the School Board.
f) The School Board will issue payment within 15 days of receiving an invoice and all supporting documentation.
g) Execution of this Agreement shall indicate approval.

Attachment: Bids April 9, 2013 (3919 : Bids)

4. Independent Contractors: By this Agreement the parties intend to establish between themselves the relationship of mutually independent contractors. Each party and the officers, employees, agents, subcontractors or other contractors thereof shall not be deemed by virtue of this Agreement to be the officers, agents, or employees of the other party.

5. Non-Discrimination: Work under this Agreement will be in compliance with all applicable statutory requirements and School Board policies, including antidiscrimination policies, and Section 202, Executive Order 11246, as amended by Executive Order11375, and regulations published by the U.S. Department of Labor implementing Section 504 of the Rehabilitation Act of 1973, Public Law 93-112, as amended. The parties agree to comply with all federal, state and local laws prohibiting discrimination and assure each other that neither will discriminate against any employee or applicant for employment or registration in a course of study because of race, color, religion, creed, sex, sexual orientation, national origin, handicap, marital status, or age.

6. Retention of Records: The Contractor agrees to maintain records of all documents relating to this Agreement for three (3) years after final payment is made and any other pending matters are closed, and to submit documentation as requested by the School Board for audit purposes.

7. Termination:

   A. Without Cause: Either party may terminate this Agreement without cause upon at least thirty (30) days written notice to the other party. In the event of termination, the School Board agrees to pay for all goods and services received prior to termination date.

   B. With Cause: The failure of either party to comply with any provision of this Agreement shall place that party in default. Prior to terminating this Agreement, the non-defaulting party shall notify the defaulting party in writing, making specific reference to the provision that gave rise to the default. The defaulting party shall then be entitled to a period of ten (10) working days from receipt of such notice in which to cure the default. If the default is not cured within the ten (10) day period, the non-defaulting party shall serve a written notice of termination on the defaulting party, which shall become effective ten (10) calendar days from that party's receipt of such notice. The failure of either party to exercise this right shall not be considered a waiver of such right in the event of any further default or non-compliance.

8. Intellectual Properties: The Contractor is the owner of the Software and other components of the Services or otherwise has the right to grant to the School Board the License without violating any rights of any third party, and there is currently no actual or threatened suit by any such third party based on an alleged violation of such right by the Contractor. All student data and reporting produced shall remain sole property of the School Board. All source code and intellectual property shall remain sole property of the Contractor.

9. Access to Records: The Contractor shall allow public access by the School Board, the U.S. Department of Education, the Comptroller General of the United States, and others as applicable, to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the Contractor in conjunction with this Agreement.

Attachment: Bids April 9, 2013 (3919 : Bids)

10. Liability: (Note: This paragraph shall apply to Contractors who are not governmental entities to which the doctrine of sovereign immunity applies with respect to the performance of this Agreement.) Contractor agrees for itself, its successors and/or assigns, to indemnify and hold the Board, its officers, agents, and employees, harmless from and against any and all suits, claims, demands, actions, causes of action, judgments, liabilities, losses, damages, attorneys fees, court costs or expenses of any kind arising out of or relating to the negligence of the Contractor, its officers, agents and employees, in connection with the performance of this Agreement.

(Note: This paragraph shall apply to Contractors who are governmental entities to which the doctrine of sovereign immunity applies with respect to the performance of this Agreement.) The Board and Contractor agree 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 resulting from said negligence subject to the monetary limitations and defenses provided by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by the Board and Contractor. Nothing herein shall be construed as consent by the Board and Contractor to be sued by third parties for any matter arising out of or relating to this Agreement.

11. Reporting requirements: The School Board may require annual reporting of expenditures and program activities paid for with program funds.

12. Energy Policy and Conservation Act: The Contractor will comply with mandatory standards and policies relating to energy efficiency contained in the Florida state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub.L. 94-163, 89 Stat. 871.

13. Jessica Lunsford Act: The Contractor agrees to comply, at its own cost, with the Florida Jessica Lunsford Act (see section 1012.465, Florida Statutes), and/or other Florida laws relating to background screening, to the extent those laws are applicable. Contractor may find further information about the Jessica Lunsford Act and its possible applicability on the School Board's website at www.pcsb.org.

14. Contact Persons: The Board and the Contractor designate the following persons to direct this project:

Contractor Contact: Lisa Dreyer, Senior Account Executive
Mailing Address:
Compass Learning
203 Colorado St.
Austin, TX 78701
ldreyer@compasslearning.com

Board Project Contact: Rose Mack and Andrew Oyer,
Program Managers (6-12 Mathematics and Science Specialists)
Mailing Address:
301 4th Street SW
Largo, FL 33770

Attachment: Bids April 9, 2013 (3919 : Bids)

Board Administrative Contact: William Lawrence,
Associate Superintendent Curriculum and Instruction

Mailing Address:
P.O. Box 2942
Largo, FL 33779-2942

15. Prohibition of Lobbying: The funds provided under this Agreement may not be expended for the purpose of lobbying.

16. Notices: Any notice required under this Agreement shall be delivered to the designated representative of the other party by certified mail, return receipt requested, or in person with proof of delivery.

17. Applicable Law; Venue: This Agreement and the rights and obligations of the parties shall be governed by and construed according to the laws of the State of Florida. Venue for purposes of any action brought to enforce or construe this Agreement shall lie in Pinellas County, Florida.

18. Signatures Required: This Agreement is valid and enforceable only upon being fully executed by authorized persons whose signatures are required in order to bind the parties.

19. Captions: The captions to the paragraphs of this Agreement are for the convenience of reference only, do not form a part of this Agreement, and shall not affect its interpretation.

20. Entire Agreement; Modifications: This Agreement constitutes the entire Agreement of the parties, and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with this subject. No modification or amendment to this Agreement shall be binding on the parties unless the same is in writing and signed by the parties.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Attachment: Bids April 9, 2013 (3919 : Bids)

IN WITNESS WHEREOF, the parties have set their hands and seals, on the date first above written.

Witnesses:

_____

_____

THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

By: _____
Carol Cook
Chairperson

Date: _____

Attest: _____
Michael A. Grego, Ed.D., Superintendent

Date: _____

Witness:

_____

Compass Learning Inc.

By: Gina Rivera, Director Business Administration
Compass Learning Inc.

Date: _____

Approved as to Form:

_____
Office of School Board Attorney

Attachment: Bids April 9, 2013 (3919 : Bids)

PURCHASING AGENDA ITEM for SOLE SOURCE COMMODITY and/or SERVICE

School Board of Pinellas County, Florida

School Board Meeting of: **April 9, 2013**

Bid File No:	13-205-210-SS	***Bid File Title:***	Sole Source On-Line Learning System

Contract Period: 2/17/13 thru 2/16/14 ☐ N/A - One Time Purchase

Contract Value: **$** 51,800.00

Contract Type: ☐ Estimated Dollar Amount ☒ Firm, Fixed Dollar Amount ☐ Firm, Fixed Unit Prices ☐ Firm, Fixed Fees or Discounts

**** Rationale/Reason***

The vendor is the only authorized distributor of the ANGEL Learning Management System and holds the copyrights to all software and materials used in this system.

Submitted By: Linda M. Balcombe, CPPO, CPPB ***For:*** PTEC Clearwater & PTEC St Petersburg

Title: Director, Purchasing Department

Requested By: Mark Erickson ***Buyer:*** Jaime Haney

Title: Director, PTEC Clearwater Campus

Recommended award by vendor as follows:

BLACKBOARD, INC. V-30512

Provide on-line learning management system.
One year LMS License and Application Hosting services:

Software Licenses; Angel AHS for LMS, one-year.	$29,400.00
Application Hosting; Angel LMS He 2000 Users, one-year.	$22,400.00
TOTAL	$51,800.00

Attachment: Bids April 9, 2013 (3919 : Bids)

04/09/13 10:30 AM
Regular School Board Meeting
301 Fourth Street SW
Largo, FL 33770

Pinellas County Schools

ADOPTED

REQUEST FOR APPROVAL (ID # 3933)

April 9, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Setting a Public Hearing and Authorizing the Advertisement of the Public Hearing to Consider the Amendment to Policy 2130 – DISTRICT MONITORING AND ADVISORY COMMITTEE (DMAC) (This is the first reading.)

BACKGROUND:
Pursuant to Chapter 120, Florida Statutes, an amendment to policy (rule) is being proposed regarding Policy 2130 – DISTRICT MONITORING AND ADVISORY COMMITTEE (DMAC). This is the first reading of the proposed amendment to policy. No economic impact is expected.

DMAC met at its January 24, 2013, meeting and voted to propose changes to Policy 2130 as described in the attached. In accordance with the relevant Bradley court orders and the policy itself, at this point in time, the School Board may amend the DMAC policy as recommended by DMAC.

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

STRATEGIC DIRECTION/GOAL: Managing Productive Systems

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 public 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:
Revisions to the policy are requested by DMAC to streamline its organization and processes, and to make it a more effective and efficient committee.

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:
Ron Ciranna, J.D. Chief Human Resource Officer
David Koperski, School Board Attorney - reviewed as to form and legality
Mary Beth Corace, Ph.D., Director, Strategic Planning and Policy

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

ATTACHMENTS:

- Non-Consent - Policy 2130 Public Hearing to Consider an Amendment - revised (PDF)

2130 - DISTRICT MONITORING AND ADVISORY COMMITTEE (DMAC)

Philosophy

The School Board believes that in order for the school system to gain and maintain the trust of the community, it must be accountable to the community for maintaining a unitary school system free from the vestiges of the formerly segregated school system in the areas of relative quality of education, student assignment, faculty assignment, administrative staff assignment, facilities and resource allocation, transportation, and extra-curricular activities. To facilitate the accountability, there should be a committee whose members are appointed by various groups that have a recognized interest in the operation of the unitary school system. The committee will monitor the School District's achievement and maintenance of a unitary school system and make recommendations to the Board concerning maintenance of a unitary school system, equity, and diversity.

Creation, Membership and Date of Establishment

The Board establishes the District Monitoring and Advisory Committee (DMAC) consisting of ~~fourteen (14)~~ twelve (12) members appointed as hereinafter provided.

The organizations listed immediately below shall appoint two (2) members each. If one (1) of these organizations ceases to exist or becomes inactive or unrepresentative of the intended constituency another organization shall be substituted. The determination of whether an organization becomes inactive or unrepresentative of the intended constituency shall initially be made by DMAC. Any organization determined by DMAC to have become inactive or unrepresentative of the intended constituency shall have the right to object. Should DMAC make such a determination, DMAC shall inform the Board of its determination and of any objections reviewed by DMAC. Whether such organization has objected to DMAC or not, that organization may register objections with the Board. The Board shall then make a determination of whether any such organization has become inactive or unrepresentative of the intended constituency. Should the Board determine that any organization has become inactive or become unrepresentative of the intended constituency, that determination may be challenged by invoking the alternative dispute resolution process through plaintiff's counsel. If a final determination is made in this process that one (1) of the organizations has become inactive or unrepresentative of the intended constituency, then the Board will designate another group after considering recommendations provided by the remaining DMAC membership. If there are objections to the group designated by the Board, those objections shall be determined subject to the alternative dispute resolution procedures.

A. The Board

B. NAACP North

C. NAACP South

D. Pinellas County Council of PTAs

~~E. Pinellas SAC Association, Inc.~~

~~F.~~E. Pinellas Classroom Teachers Association (PCTA)

~~G.~~F. Pinellas ~~Administrators Association (PAA)~~ Association of School Administrators (PASA)

Each appointing authority, by an essentially elective and publicly disclosed mechanism (e.g., either election or appointment by an elected officer or other elected authority) consistent with the bylaws or governing rules of each organization, shall appoint one (1) black member and one (1) non-black member.

The number of current school system employees serving on DMAC shall be limited to four (4). The PCTA and the ~~PAA~~ PASA shall have the right but are not obligated to appoint employees of the school system. All other appointing authorities must appoint non-employees.

The effective date of the establishment of DMAC shall be October 12, 1999.

Liaison

The Board shall provide a Board member to attend each meeting of DMAC and to act as Board liaison.

The Superintendent shall appoint a liaison to DMAC who shall be responsible for providing clerical assistance and supplies necessary for the operation of DMAC.

The District liaison shall attend all committee meetings and will coordinate the appearance of other staff as deemed appropriate by the Superintendent or upon request of the committee as may be reasonable.

The liaison will ensure that feedback on DMAC recommendations are provided to DMAC members. If recommendations are part of a scheduled school board meeting, feedback will be provided by Friday of the same week of the board meeting. If a recommendation is determined to be discussed at a board workshop, feedback will be given to DMAC as soon as possible after the workshop.

Term of Membership

Each appointing authority shall appoint one member for an initial term of two (2) years and one (1) member for an initial term of four (4) years. All subsequent appointments shall be for a term of four (4) years except that any appointment to fill a vacancy that has occurred prior to the expiration of the term shall be for the expiration of that term.

The chair shall remove any member for non-attendance in violation of duly adopted bylaws of DMAC. Prompt and regular attendance is essential to membership on DMAC.

Open Government Laws

DMAC, as a committee created by the Board for purposes of advising the Board, is subject to the Government in the Sunshine Law (F.S. 286.011) and Florida's Public Records Act (F.S. Chapter 119). All meetings of DMAC shall be open to the public and shall be properly noticed to members of the public. Minutes are required for each meeting. The minutes of each meeting and any written reports, recommendations, or any other records of DMAC shall be open to public inspection.

In accord with the scheduled agenda, DMAC shall provide a reasonable opportunity at each of its meetings for members of the public to address DMAC. This provision shall not apply to any joint workshop with the Board or to any subcommittee meeting. DMAC shall announce to the public before receiving public input that DMAC does not receive and act on any individual complaints or requests and does not act as an appellate body to review any decision of the District or school administrators. DMAC shall also inform the public before receiving input that it acts as a monitoring and advisory committee concerning the achievement and maintenance of a unitary school system.

Meetings

The first meeting of DMAC shall be November 11, 1999.

DMAC shall meet at least four (4) times a year and may set additional meetings as necessary. At the initial meeting of DMAC, the dates of the remaining three (3) meetings of the first year of operation shall be set. Thereafter, DMAC shall set the dates of the minimum four (4) meetings for the subsequent year at the last meeting of each year.

Additional meetings may be set by a majority vote of the committee at any meeting of the committee or special meetings may be called by the chairperson upon a minimum of fifteen (15) days written notice to the membership.

Officers

DMAC shall annually elect a chairperson, vice-chairperson, and secretary from among the membership of the committee.

Quorum

DMAC cannot take any action or carry on a meeting in the absence of a quorum. A quorum at any meeting of DMAC shall consist of attendance by a simple majority of the membership (that is, ~~eight (8)~~ seven (7) of the ~~fourteen (14))~~ twelve (12) or more). The vote of the majority of the members present at a meeting at which a quorum is present is necessary for the adoption of any matter voted on by DMAC.

Training

The Board and the NAACP North and South shall provide training for all new members of DMAC concerning the history of desegregation, the definition and achievement of unitary status, and the functions and purposes of DMAC. Appointees must attend and receive training to assume membership in DMAC. Training topics should include information about Board approved Memoranda of Understanding.

Meeting Space

The Board will provide adequate and dignified meeting space for DMAC at the administration building (or another place, if agreed by DMAC). All meetings for the transaction of business shall occur in Pinellas County. Meetings will be held in various geographic areas of the district.

There should be one annual joint meeting of DMAC and the Board attended by DMAC members, Board members, and the Superintendent.

Bylaws

DMAC may adopt such bylaws and rules of operation as may be necessary for the efficient performance of its functions including the receipt of public comments. Any such bylaws and rules must be consistent with the provisions of this rule and approved by the Board pursuant to the provisions of the APA.

The bylaws shall provide for the appointment of subcommittees if deemed appropriate by DMAC.

Responsibilities of DMAC

DMAC shall function as an advisory body to the Board with respect to the matters set forth in this rule.

Education, Information, and Advice

At least annually, beginning for the school year 1999-2000, the Superintendent or designee(s) will file a report and make a presentation to DMAC on what the School District prescribed and implemented with respect to the plan addressing student achievement, student discipline, and assignment of students to programs developed pursuant to the stipulation between the defendants (the Board, and others) and the plaintiff class dated June 18, 1998, that was filed in Bradley, et al v. Pinellas County School Board. The Superintendent's report to DMAC shall include the following:

A. whether the School District has implemented the plan in good faith;

B. what results the School District has achieved with the plan in effect;

Such report shall contain but not be limited to data in detail disaggregated by race and sex with regard to ~~grades,~~ scores on standardized tests (including learning gains data), drop-out rates, graduation rates, expulsions, suspensions both in-school and out-of-school, referrals, arrests and assignment to special programs or classes. Special programs or classes shall include all programs or classes designed to assist students who appear to need special or additional help, all programs or classes designed for students who appear to be advanced, and all programs or classes designed to provide specialized training.

C. whether such implementation has succeeded in addressing, in a substantial and meaningful way, the issues of student achievement, student discipline, and assignment of students to programs;

D. what changes have been made to the plan to improve it;

E. whether continued good-faith implementation of the plan offers a realistic promise of achieving the goals described in the June 18, 1998, stipulation.

DMAC will receive the reports and presentations from the Superintendent or designee(s) and will review the information, distinguish areas of greater and lesser progress, and advise the Board on practicable means and measures to obtain further success in the three (3) areas (student achievement, student assignment, and student discipline) identified in the stipulation of June 18, 1998.

Facilities and Resources

Prior to Board consideration, the Superintendent or designee(s) will present to DMAC the proposed five (5) year work plan for facilities in sufficient time to allow DMAC to provide the Board its recommendations on the work plan. "Sufficient time" in this context shall be not less than thirty (30) days prior to the hearing at which the Board considers the plan.

DMAC will review the work plan to determine if additions and renovations to existing facilities are being made in a non-discriminatory manner and will make its recommendations to the Board in any areas of concern.

The Superintendent or designee(s) will present any proposed new school to DMAC in sufficient time to allow DMAC to review the proposal and make its recommendations to the Board concerning same.

The Superintendent or designee(s) will report at least annually to DMAC on the allocation of ~~textbooks and other~~ resources and demonstrate to DMAC that such allocations have been made in a manner so that the allocation per weighted FTE for black students shall be at least equal to that for white students. DMAC will review the reports and information and shall advise the Board regarding the allocation of such resources.

~~Until construction is complete, the Superintendent or a designee(s) will report at least four (4) times annually on the School District's progress toward building the three (3) new elementary schools or their equivalent, one (1) new middle school or its equivalent, and additional student stations at the high school level in south Pinellas County south of Central Avenue and east of 58th Street south. The reports shall review progress toward agreed milestones by construction project. DMAC will make recommendations to the Board concerning the progress as it deems appropriate.~~

Faculty

The Superintendent or a designee(s) will present at least annually to DMAC the District's plans and information concerning recruitment, employment, and placement of black educators. The report will include the status of continuing the critical shortage classification of black educators so long as this is required ~~there is a significant difference between the percentage~~ per the court order and Memorandum of Understanding in the areas of Faculty and Administrative Staff.

DMAC will review the report and information received and identify areas of concern and make recommendations to the Board concerning the same as appropriate.

Administrative Staff

The Superintendent or a designee(s) shall report at least annually to DMAC, demonstrating the continued support of minority administrative staff including efforts to maintain the distribution of administrative staff in all school levels and central administration, the general geographic apportionment at least as equitable as levels that existed in the 1998-99 school year, and the continuation of special programs, ~~such as Leadership 2000,~~ which will be identified, that foster development of minority leaders.

DMAC will review the report and information and identify the areas of concern and make recommendations to the Board it deems appropriate.

Extra-Curricular Activities

The Superintendent or designee(s) at least annually will report to DMAC on student participation in all extra-curricular activities by overall District participation and by school. Data shall be disaggregated by race and sex.

DMAC will review the report and information and determine if there are any areas of concern and make recommendations to the Board as it deems appropriate.

Transportation

The Superintendent or a designee(s) at least annually will report to DMAC on the provision of transportation services. The information contained in the report will include:

- Number of routes serving each school and whether the routes are arterial or not
- Average ride times for buses for all school levels
- Any provisions for activity buses.

DMAC will review the report and information and determine if there are any areas of concern relative to the equity of transportation services being provided to minority students and make recommendations to the Board as it deems appropriate.

Student Assignment

The Superintendent or a designee(s) at least annually will report to DMAC concerning the development and implementation of the student assignment plan of the District. The report shall describe the racial composition of each school and the state of compliance with the relevant order.

The report shall include, but not be limited to the following:

A. Until a Choice Plan of Student Assignment has been adopted and implemented, such report, in addition to the racial makeup of each school, shall include identification of school assignment zones, the racial makeup of such school assignment zones, identification of any schools that need changes in school assignment zones to maintain compliance with the court order on student assignment, any changes proposed by the School District to student assignment zones, and data disaggregated by race on applications for Special Attendance Permits (SAPs) and on SAPs granted.

B. Until a Choice Plan of Student Assignment has been adopted and implemented, such report, in addition to the information required in the subsection above shall include an assessment of the progress toward adoption and implementation of a choice plan, including all then-current information on such issues as number of choice zones, locations of choice zone boundaries, identification of preferences for choices (such as program, sibling, diversity, proximity), definition of each preference category, determination of the operation and relationship of preference categories, determination of cross zone/SAP rules, location of zone offices for preference selection/parent-student information, determination of grandfather clauses, identification of zone councils, their make up, duties, selection and bylaws, determination of ratios to be utilized during the "Controlled Choice" phase of the plan, majority-minority transfer policies, determination of types of school programs, including "Attractor Programs", criteria for determination of underchosen schools, determination of criteria for availability and allocation of resources to underchosen schools for improvement, determination of transportation allocation, and definition of phase-in process from "Controlled Choice" to "Clustered Choice".

C. Once a Choice Plan of Student Assignment is adopted, but before implementation, such report shall include a detailed description of the choice plan that has been adopted and details of the implementation schedule of that Choice Plan and schedule of each detailed step of implementation of each and every aspect of that Choice Plan.

D. Once a Choice Plan of Student Assignment has been adopted and implemented, such report shall include data disaggregated by race as to student population at each and every school; data disaggregated by race as to first choice attendance, second choice attendance, third choice attendance, and attendance other than the first three (3) choices; data disaggregated by race for each and every school as to selections of that school as first choice, selection of that school as second choice and selection of that school as third choice; data disaggregated by race by school and disaggregated by preference as to students assigned as a result of the various student assignment preferences; identification of "Attractor Programs"; effectiveness of "Attractor Programs"; for the preceding school years, identification of underchosen schools; giving the criteria by which such schools are identified as underchosen; identification of all plans for improvement of underchosen schools, giving information on resources available and the methods of determining the availability of those resources and for all schools identified as having a student population that does not conform to the ratios in effect for any Controlled Choice year or, for any years after the last year of Controlled Choice, the ratio determined by the methodology used during that last year of Controlled Choice, and description and details of all plans in effect for bringing such schools in conformance with said ratios. It is understood that, after Controlled Choice is no longer in effect and ratios will not be mandatory, diversity of student population at each and every school shall remain a valid and preeminent goal.

E. If the district assigns students to schools using school zones or some other means, an annual report will be presented to DMAC that includes the following information:

- Demographic data for each school in the district
- Application and invitation information on district application programs
- Any plans for rezoning of student populations
- Any plans to close or consolidate schools
- Any plans to eliminate, increase the size of or move an application programs from one school to another
- Any plans for: Assigning students leaving charter schools; for assigning students from a charter school that is scheduled to close; and the impact of any application o renewal of a charter school contract

DMAC will review the report and information and determine if there are any areas of concern and make recommendations to the Board as it deems appropriate.

F. For purposes of this rule, the relevant Court's Order is the Decree of Summary Judgment entered January 15, 1965 and implemented by the Final Order entered July 23, 1971, as amended by the Amended Judgment entered July 30, 1971; the Order of Amendment to Final Order and Amended Judgment entered May 18, 1977, including adoption by reference the Stipulation of October 27, 1976; the Order of Amendment entered November 26, 1980, including adoption by reference the Stipulation of November 19, 1980, and filed November 24, 1980; the Order entered June 3, 1982, adopting by reference the Joint Stipulation of April 28, 1982; the Order entered June 2, 1988, adopting by reference the Joint Stipulation of May 10, 1988; the Order of April 24, 1989, adopting by reference the Stipulation of April 20, 1989; the Order of February 18, 1993; the Order of November 29, 1996, adopting by reference the Joint Stipulation of November 8, 1996; the Order of May 26, 1998; and the order of January 12, 1999. In addition, DMAC will adhere to the requirements of any of the Memoranda of Understanding agreed upon by Plaintiffs and Defendants.

~~Charter Schools~~

~~DMAC shall also review applications for charter schools and amendments, if any, to applications for charter schools; and it may (in accordance with the provisions of Subsection C. ("Charter Schools") of the Student Assignment section of the December 17, 1999 "Stipulation for Unitary Status in the Areas of Extracurricular Activities, Faculty Assignment, Student Assignment, Relative Quality of Education, and Mandatory Injunction," as amended) provide comments to the Board concerning whether the potential impact of the proposed charter may materially or noticeably impair the Board's ability to carry out its obligations under this Amended Order or under the December 17, 1999 Stipulation, as amended.~~

~~In addition, DMAC shall review each proposed charter, each proposed amendment to a charter, and each proposed renewal of a charter prior to consideration by the Board for final approval and may, in accordance with the provisions of Subsection C. ("Charter Schools") of the Student Assignment section of the December 17, 1999 Stipulation, as amended, provide comments concerning whether the potential impact of the proposed charter, the proposed amendment to a charter or proposed renewal of a charter may materially or noticeably impair the Board's ability to carry out its obligations under this Amended Order or the December 17, 1999 Stipulation, as amended.~~

Reports, Recommendations, and Comments from DMAC

All reports, recommendations, and comments from the committee to the Board shall be in writing. Such reports, recommendations, and comments shall be forwarded to the Superintendent for review by the Superintendent and transmittal to the Board within two (2) weeks of receipt.

Any member of DMAC who disagrees with a written report, recommendation, or comment of DMAC shall be permitted to append a signed statement setting forth the basis for such disagreement.

Nothing shall prevent DMAC from presenting a consolidated report on two (2) or more areas identified above.

Nothing shall preclude oral presentations to the Board by DMAC.

Responsibilities of the Superintendent

The Superintendent shall respond as promptly as practicable to all requests for information from DMAC and shall make appropriate staff available for appearance at DMAC meetings to discuss matters coming before the committee. It shall provide DMAC such clerical and other assistance as may reasonably be required for DMAC's timely discharge of its responsibilities.

The Superintendent shall review each report, recommendation, or comment forwarded by DMAC and shall make recommendations to the Board within thirty (30) days of receipt for action on the report, recommendation, or comment of DMAC.
The Superintendent shall provide DMAC with a copy of the Superintendent's recommendation for action by the Board and notify DMAC when the Board will consider and act upon the Superintendent's recommendations.

The Superintendent, or designee, shall keep the members of DMAC informed as to the status of any recommendation made by DMAC to the Board at every regular DMAC meeting.

Nothing shall prevent the Superintendent from presenting a consolidated report on two (2) or more areas identified above.

The superintendent, or designee, will ensure that a DMAC link is contained on the district website and that information on the link is current.

Responsibilities of the Board

The Board shall review each report, recommendation or comment of DMAC and the subsequent recommendation of the Superintendent concerning same and take such action and provide such response as the Board deems appropriate.

DISTRICT MONITORING AND ADVISORY COMMITTEE BYLAWS

The bylaws of the DMAC shall be as follows:

ARTICLE I – Name of Organization

The name of this organization shall be District Monitoring And Advisory Committee (DMAC) per order of the United States District Court for the Middle District of Florida and by rule of the Pinellas County School Board enacted pursuant to Order of the Court, hereinafter referred to as the Committee.

ARTICLE II – Purpose, Function and Basic Policies

Section 1

The purpose and functions of this committee as determined by order of the United States District Court for the Middle District of Florida and Board rule shall be:

A. The committee shall comply with all orders of the United States District Court for the Middle District of Florida as entered in the case of Bradley v. Pinellas County School Board.

B. The committee shall act as the eyes and ears of the community to ensure that the Board is accountable to the community for establishing and maintaining a unitary school system, that is one (1) free from the vestiges of the formerly dual school system in the areas of relative quality of education, student assignment, faculty assignment, administrative staff assignment, facilities and resource allocation, transportation and extracurricular activities. To do so, the committee will offer recommendations to the Board concerning issues of equity, diversity and the school district's achievement and maintenance of the unitary school system.

C. To obtain information from whatever source in order to assess and advise the Board concerning the items in Paragraph B.

D. The committee shall function as an advisory body to the Board with respect to matters set forth in all orders of the United States District Court in the case of Bradley v. Pinellas County School Board and as set forth in this policy.

E. The committee shall submit written reports to the Superintendent making recommendations and comments on each of the seven (7) factors of a unitary school system, as well as on issues of equity and diversity.

1. Any member of the committee who disagrees with a written report, recommendation, or comment of the committee shall be permitted to append a signed statement setting forth the basis for such disagreement. This written statement shall be submitted at the same time as the majority report.

2. Nothing shall prevent the committee from presenting a consolidated report on two (2) or more areas of concern as identified in this policy.

3. Nothing shall preclude oral presentation to the Board by members of the committee.

Section 2

Basic policies

A. The committee shall be non-partisan, non-commercial and non-sectarian.

B. The committee shall conduct its business under the principles of the Government in the Sunshine Law (F.S. 286.0111) and Florida Public Records Act (F.S. Chapter 119).

C. The role of the committee must be performed with the utmost objectivity without regard to personality, position or power, with the educational welfare of all the children of Pinellas County as primary focus.

D. The committee shall work collaboratively with the School District to ensure that systems are provided which ensure a quality with regard to student learning facilities, resources, student assignment, extracurricular activities, transportation, administrative staff and faculty. The committee shall assist the Board in an advisory capacity, as to the Board's responsibility for school improvement and accountability, pursuant to Florida statutes, State administrative regulations, Board policy and orders of United States District Court for the Middle District of Florida as entered in the case of Bradley v. Pinellas County School Board.

E. The committee is not an appellate body, nor is it to take action on individual complaints as to the functioning of the school system. Rather, the committee is solely to function within the parameters as outlined in these bylaws, the rule and policies of the Board and all Orders of the United States District Court for the Middle District of Florida entered in the case of Bradley v. Pinellas County School Board.

F. The name of the committee or names of any members of the committee in their official capacities as members of the committee shall not be used in any connection with any commercial concern.

ARTICLE III – Representation and Membership

Section 1

Representation and membership on the committee shall be as described by the Order of the United States District Court for the Middle District of Florida in the case of Bradley v. Pinellas County School Board, which includes the rule adopted by the Board as policy establishing the committee. The terms of subsequent appointees will be from November 1st of the year the appointment is made to October 31st of the year their term expires.

Section 2

The Board shall provide a member to attend each regular meeting of the committee to act as the Board liaison.

Section 3

The Superintendent shall appoint a liaison to the committee who shall be responsible for providing clerical assistance and supplies necessary for the operation of the committee.

The District liaison shall attend all committee meetings and shall coordinate the appearance of other staff as deemed appropriate by the Superintendent or upon request of the committee as may be reasonable.

Section 4

An appointing authority, pursuant to the Order of the United States District Court for the Middle District of Florida, establishing the rule of the Board as policy with regard to the committee, may appoint a new member if a vacancy occurs within the group of appointees appointed by that appointing authority prior to the completion of that appointee's term. Any such appointment that occurs prior to the expiration of such term shall be for the expiration of that term.

Section 5

If an appointing authority ceases to exist, then the procedure for obtaining another appointing authority shall be as provided in the Order of the United States District Court for the Middle District of Florida in the case of Bradley v. Pinellas County School Board, and which was enacted as rule and policy concerning the creation of the committee.

Section 6

Any committee member who misses two (2) meetings during a school year shall be contacted by the chairperson regarding non-attendance. At the direction of the committee, the chairperson shall remove such member for non-attendance. Further, a member may be removed by majority vote of a quorum of the members present for non-adherence to the basic policies of the committee.

ARTICLE IV – Officers and Their Elections

Section 1

Pursuant to Order of the United States District Court for the Middle District of Florida in the case of Bradley v Pinellas County School Board and the rule of the Board established by such Order as policy, the committee shall annually elect a chairperson, a vice-chairperson and secretary from among its membership.

A. The officers shall represent one (1) of the three (3) groups of the following appointing authorities:

1. NAACP north and south

2. the Pinellas County Council of PTAs ~~and Pinellas SAC Association, Inc.~~

3. Pinellas Classroom Teachers Association, Pinellas ~~Administrators~~ Association of School Administrators and the Board

Each year an officer shall be elected from each of the three (3) foregoing groups.

B. Nominations shall be taken from the floor for the office of chairperson, with a corresponding election of chairperson immediately to follow the nominations. Nominations will then be taken for the office of vice-chairperson with the corresponding election for that office. Finally, nominations will be taken for the position of secretary with the election for that office.

C. Officers shall be elected by ballot at the November meeting of each year. However, if there is only one (1) nomination, the election may be done by voice vote of members.

D. Officers shall assume their duties after the election at the November meeting of each year and serve a term of one (1) year or until a successor has been elected. Terms of office shall be from the November election to October 31st of the year following the election.

E. A person shall not be eligible to serve more than two (2) consecutive terms in the same office.

Section 2

Vacancies in any position of officer shall be filled at the first meeting of the committee that is held after notification of the vacancy.

A. A vacancy in the position of chairperson shall result in that position being filled by the vice-chairperson. A new vice-chairperson shall be elected using the same provisions as stated in Section 1 of this Article.

B. A vacancy in the position of vice-chairperson shall result in a new vice-chairperson being elected using the same provisions as stated in Section 1 of this Article.

C. A vacancy in the position of secretary shall result in a new secretary being elected using the same provisions as stated in Section 1 of this Article.

ARTICLE V – Duties of Officers

Section 1

The chairperson shall preside at all meetings of the committee. The chairperson shall perform such duties as prescribed by these bylaws or as assigned to the chairperson by the committee. The chairperson shall seek clarification, if needed, from the attorneys for the plaintiff and defendant in the case of Bradley v. Pinellas County School Board provided such advice will not result in additional cost to the Board. The chairperson shall coordinate the work of the officers and any subcommittees that may be created, such that the purpose, function and basic policies of the committee may be promoted.

Section 2

The vice-chairperson shall preside over committee meetings in the absence of the chairperson, and shall perform the duties of the chairperson in the absence or disability of the chairperson.

Section 3

The secretary shall record minutes of each meeting of the committee and shall deliver such minutes to the District liaison for distribution to members within ten (10) working days after the meeting date. The secretary shall keep a roster of members of the committee with their original election date, term of office and the date and manner of termination of any such membership. The secretary shall further provide the log to members of the public to sign such that they may be recognized to speak before the committee.

Section 4

All officers agree to abide by these bylaws, by all Orders of the United States District Court for the Middle District of Florida in the case of Bradley v. Pinellas County School Board, the rule of the Board establishing this committee in policy and by parliamentary authority adopted by the committee.

Section 5

All officers shall agree to deliver all official materials to their successor within ten (10) days after the end of their elected term of office.

ARTICLE VI – Meetings

Section 1

All meetings of the committee shall comply with all Orders entered in the United States District Court for the Middle District of Florida in the case of Bradley v. Pinellas County School Board, and specifically that Order establishing the Board rule as policy, enacting the creation of the committee.

A. Committee meetings shall last approximately two (2) hours unless extended by agreement of the committee.

B. Agendas and all materials and data necessary to support the agenda shall be mailed to members at least ten (10) days prior to the date of meeting.

C. Regular meetings shall be set at the last committee meeting of each year. Additional regular meetings may be set by the committee. Special meetings may be called if necessary to complete the business of the committee when approved by the majority vote of the committee.

D. At least 50% of the DMAC meetings will be held at locations other than the school administration building in Largo.

Section 2

The committee shall not take any action or carry on a meeting in the absence of a quorum. A quorum at any committee meeting shall consist of attendance by a simple majority of the membership, that is ~~eight (8)~~ seven (7)

of the ~~fourteen (14)~~ twelve (12) members. The majority of the members present at that meeting, at which a quorum is present, is necessary for the adoption of any matter voted on by the committee.

Section 3

All meetings for the transaction of committee business shall occur in Pinellas County.

Section 4

All meetings of the committee shall be open to the public and shall be properly noticed to members of the public.

Section 5

Agenda planning for each committee meeting will begin at the end of each meeting. Items recorded in the minutes as unfinished will be placed on the agenda for the next meeting as old business. Those items of business recorded in the minutes generated by discussion at the previous meeting will appear as new business. Committee members wishing to place items on the agenda for future meetings may do so at the end of each meeting or by contacting the District liaison at least three (3) weeks prior to the next meeting. Each item of business should be assigned an approximate time limit and be identified on the agenda so that all committee members may aid the chairperson in honoring time limits.

Section 6

Written minutes are required for each meeting. Each meeting shall be audio recorded for the convenience of the committee.

Section 7

Minutes of each meeting and written reports, recommendations and any other records of the committee shall be open to public inspection. To facilitate public information, minutes and reports, as well as the upcoming agenda shall be published on the Board's website.

Section 8

The committee shall provide a reasonable opportunity at each regular meeting for members of the public to address the committee.

The chairperson will announce at the beginning of the meeting the procedure for receiving public comments which are as follows:

A. Members of the public shall be given three (3) minutes to address the committee during the open agenda and public comment portion of the agenda.

B. Members of the public wishing to speak shall identify themselves and the secretary shall record their names and a brief synopsis of their comments for the minutes.

C. The vice chairperson shall serve as timekeeper for the public comment portion of the committee meeting.

Section 9

Meetings shall be conducted according to the "meeting ground rules" which are agreed upon each year by the members of the committee.

Prior to the meeting the chairperson shall announce that the committee is not an appellate body, nor is it to take action on individual complaints as to the functioning of the school system, individual staff members or individual schools.

ARTICLE VII – Subcommittees

Section 1

Subcommittees may be appointed by the committee to develop recommendations pertaining to DMAC's charge as stated in the unitary agreement. Appointment of such groups shall be done so by a majority vote or by consensus of committee members.

ARTICLE VIII – Authority

Section 1

All Orders of the United States District Court for the Middle District of Florida in the case of Bradley v. Pinellas County School Board will take precedence over any rule, policy or bylaw with regard to the committee.

Section 2

The rule enacted as part of one (1) of the Orders of the United States District Court for the Middle District of Florida in the case of Bradley v. Pinellas County School Board, which establishes such rule as the policy of the Board creating the committee, shall take precedence over any of these bylaws.

Section 3

As to interpretation of bylaws and court orders, the committee may consult with the attorneys for the plaintiff and the defendant in the case of Bradley v. Pinellas County School Board provided such advice will not result in additional cost to the Board.

Section 4

With regard to procedural matters, Roberts Rules of Order newly revised shall govern in all cases in which they are applicable and in which they are not in conflict with these bylaws, nor the rule of the Board nor the Order of the United States District Court for the Middle District of Florida in the case of Bradley v. Pinellas County School Board.

ARTICLE IX – Amendments

Section 1

No amendment to these bylaws may conflict with any Order of the United States District Court for the Middle District of Florida as entered in the case of Bradley v. Pinellas County School Board, and with the rule adopted by the Board.

Section 2

Any amendment to these bylaws based upon the rule of the Board established as policy may not, pursuant to Order of the United States District Court for the Middle District of Florida in the case of Bradley v. Pinellas County School Board, be changed in any way except as provided within such Order of the Court.

Section 3

Any provision of these bylaws that is not based upon Order of the Court or rule of the Board may be amended.

A. Amendments to these bylaws shall be presented in writing to all members at least thirty (30) days prior to a vote.

B. Amendments to these bylaws may be adopted at a regular meeting of the committee or a special meeting of the committee as needed, by a majority vote of the quorum present.

C. The amendment shall become effective upon approval of the majority of the quorum present and subsequent approval of the Board.

Section 4

The amendments made to these bylaws and to the rule established as policy by the Board, which became effective on March 15, 2011, were made on the recommendation of DMAC pursuant to the authority granted by Order of the United Stated District Court for the Middle District of Florida entered in the case of Bradley v. Pinellas County School Board on August 30, 1999. Such Order states that after ten (10) years have elapsed following entry of such Order, "the School Board may amend the Rule on DMAC as recommended by DMAC."

Adopted 12/9/09; Revised 3/15/11, / /13

Approved as to form and legality:

School Board Attorney

04/09/13 10:30 AM
Regular School Board Meeting
301 Fourth Street SW
Largo, FL 33770

Pinellas County Schools

ADOPTED

REQUEST FOR APPROVAL (ID # 3924)

April 9, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval of Amendment to Change Pinellas Primary Academy Charter School From a K-4 to a K-3 Charter School and Reach Maximum Enrollment at an Accelerated Pace

BACKGROUND:
Pinellas Primary Academy Charter School is an elementary school with a focus on project-based learning. The school currently enrolls students in grades K through 4. The School Board approved the application on October 12, 2010 and the charter itself on February 8, 2011 for a five-year period expiring on June 30, 2016. Pinellas Primary Academy Charter School is the sister school to Pinellas Preparatory Academy, Inc. Both schools are housed in the same building and are governed by the same governing board.

The school's projected enrollment schedule is 174 students in year one, 246 students in year two, 263 students in year three, 297 students in year four and 314 students in year five, with a maximum allowable enrollment of 350 students.

STRATEGIC DIRECTION/GOAL: Student Achievement

ALTERNATIVES:
1. Approve request of amendment to change Pinellas Primary Academy Charter School charter from a K-4 to a K-3 charter school and reach maximum enrollment at an accelerated pace.
2. Do not approve request of amendment to change Pinellas Primary Academy Charter School charter from a K-4 to a K-3 charter school and reach maximum enrollment at an accelerated pace.

RECOMMENDATION:
Alternative # 1 is recommended

RATIONALE:
At the time that Pinellas Primary Academy Charter School's charter was approved, both schools planned to work with fourth grade students. In practice, the board discovered that the duplication of fourth grade at the two schools created unforeseen confusion for families. Families and staff are in support of the campus housing fourth grade at Pinellas Preparatory, Inc. only. The school's enrollment is growing at a faster rate than was expected and the school has a waiting list in grades K-3.

FISCAL IMPACT:

If approved, the increased maximum enrollment of 350 students is a potential revenue loss to the district of $2,220,042 annually. The estimated cumulative financial impact over the remaining three years of the contract is $6,660,126.

DATA SOURCE:
David Koperski, School Board Attorney
Kevin Smith, Associate Superintendent, Finance and Business Services
Karen Coffey, Executive Director, Budget & Resource Allocation
Dorothy Clark, Coordinator, Partnership Schools

SUBMITTED BY:
Steve Swartzel, Director, Governmental Services

ATTACHMENTS:

- Pinellas Primary Amendment (PDF)

FIRST AMENDMENT
TO CHARTER SCHOOL AGREEMENT

This First Amendment to Charter School Agreement ("Amendment") is made by and between Pinellas Preparatory Academy, Inc., a nonprofit organization ("School"), which is operating the Pinellas Primary Academy Charter School in Pinellas County, and The School Board of Pinellas County, Florida ("School Board"), this 9th day of April, 2013, and provides as follows.

WHEREAS, School Board approved School's Charter School Agreement on February 8, 2011 ("Charter"), which provided sponsorship for School's charter school serving grades K-4;

WHEREAS, School has requested to amend the Charter to change from a K-4 to a K-3 charter school and reach maximum enrollment at an accelerated pace; and

WHEREAS, School Board desires to amend the Charter to allow the requested change.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. *The first sentence of paragraph 2.10 of the Charter is amended to read:* "The School shall serve the following grade levels and total number of students: grades K-3; total number of students – 350."

2. All terms and conditions of the Charter, except as specifically amended herein, shall continue with full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized agents on the date first above written.

Board of Directors of Pinellas Preparatory Academy, Inc. By: _____ Its _____ Attest: _____ Its _____	The School Board of Pinellas County, Florida By: _____ Chairperson Attest: _____ Superintendent Approved as to form: _____ Office of the School Board Attorney

Attachment: Pinellas Primary Amendment (3924 : Pinellas Primary Academy Charter School)

04/09/13 10:30 AM
Regular School Board Meeting
301 Fourth Street SW
Largo, FL 33770

Pinellas County Schools

ADOPTED

REQUEST FOR APPROVAL (ID # 3925)

April 9, 2012

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval of an Amendment to Increase Enrollment at Pinellas Preparatory Academy Charter School, a High-Performing Charter School

BACKGROUND:
Florida Statutes 1002.331 (2)(a), authorizes a high-performing charter school to increase enrollment by 15% each year. The law defines a charter school as high-performing if it receives at least two school grades of "A" and no school grade below "B" during each of the previous three years and received an acceptable annual financial audit in the last three fiscal years. Pinellas Preparatory Academy, Inc. is designated as a high-performing charter school.

STRATEGIC DIRECTION/GOAL: Student Achievement

ALTERNATIVES:
1. Approve an amendment to increase enrollment at Pinellas Preparatory Academy Charter School, a high-performing charter school.
2. Do not approve an amendment to increase enrollment at Pinellas Preparatory Academy Charter School, a high-performing charter school.

RECOMMENDATION:
Alternative # 1 is recommended.

RATIONALE:
A high-performing charter school shall notify its sponsor in writing by March 1 of each year, if it intends to increase enrollment or expand grade levels the following school year. Pinellas Preparatory Academy Charter School, submitted this request in a timely manner to increase its maximum enrollment from 440 to 506.

FISCAL IMPACT:
If approved, the increase of 66 students is a potential revenue loss to the district of $340,341 annually.

DATA SOURCE:
David Koperski, School Board Attorney
Kevin Smith, Associate Superintendent, Finance and Business Services
Karen Coffey, Executive Director, Budget & Resource Allocation
Dorothy Clark, Coordinator, Partnership Schools

SUBMITTED BY:
Steve Swartzel, Director, Governmental Services

ATTACHMENTS:

- Pinellas Prep Amendment (PDF)

FIRST AMENDMENT
TO CHARTER SCHOOL AGREEMENT

This First Amendment to Charter School Agreement ("Amendment") is made by and between Pinellas Preparatory Academy, Inc., a nonprofit organization ("School"), which is operating the Pinellas Preparatory Academy Charter School in Pinellas County, and The School Board of Pinellas County, Florida ("School Board"), this 9th day of April, 2013, and provides as follows.

WHEREAS, School Board approved School's renewed Charter School Agreement on August 10, 2010 ("Charter"), which provided sponsorship for School's charter school serving grades 4-8;

WHEREAS, School has requested to amend the Charter to increase the maximum enrollment from 440 to 506 students; and

WHEREAS, School Board desires to amend the Charter to allow the requested increase in the maximum enrollment.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Paragraph 2.10 of the Charter is hereby deleted in its entirety and replaced with the following:

   2.10 Number of Students and Grades Served: The School shall serve the following grade levels and total number of students: grade levels – 4-8; total *number of students* – 506.

2. All terms and conditions of the Charter, except as specifically amended herein, shall continue with full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized agents on the date first above written.

Board of Directors of Pinellas Preparatory Academy, Inc. By: _____ Its _____ Attest: _____ Its _____	The School Board of Pinellas County, Florida By: _____ Chairperson Attest: _____ Superintendent *Approved as to form:* _____ Office of the School Board Attorney

Attachment: Pinellas Prep Amendment (3925 : Pinellas Preparatory Academy Charter)

04/09/13 10:30 AM
Regular School Board Meeting
301 Fourth Street SW
Largo, FL 33770

Pinellas County Schools

ADOPTED

REQUEST FOR APPROVAL (ID # 3926)

April 9, 2012

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval of an Amendment to Increase Enrollment at Academie Da Vinci Charter School, a High-Performing Charter School

BACKGROUND:
Florida Statutes 1002.331 (2)(a), authorizes a high-performing charter school to increase enrollment by 15% each year. The law defines a charter school as high-performing if it receives at least two school grades of "A" and no school grade below "B" during each of the previous three years and received an acceptable annual financial audit in the last three fiscal years. Academie Da Vinci is designated as a high-performing charter school.

STRATEGIC DIRECTION/GOAL: Student Achievement

ALTERNATIVES:
1. Approve an amendment to increase enrollment at Academie Da Vinci Charter School, a high-performing charter school.
2. Do not approve an amendment to increase enrollment at Academie Da Vinci Charter School, a high-performing charter school.

RECOMMENDATION:
Alternative # 1 is recommended.

RATIONALE:
A high-performing charter school shall notify its sponsor in writing by March 1 of each year, if it intends to increase enrollment or expand grade levels the following school year. Academie Da Vinci submitted this request in a timely manner to increase its maximum enrollment from 238 to 250.

FISCAL IMPACT:
If approved, the increase of 12 students is a potential revenue loss to the district of $74,363 annually.

DATA SOURCE:
David Koperski, School Board Attorney
Kevin Smith, Associate Superintendent, Finance and Business Services
Karen Coffey, Executive Director, Budget & Resource Allocation
Dorothy Clark, Coordinator, Partnership Schools

SUBMITTED BY:
Steve Swartzel, Director, Governmental Services

ATTACHMENTS:

- Academie Da Vinci Amendment (PDF)

SECOND AMENDMENT
TO CHARTER SCHOOL AGREEMENT – RENEWAL

MAR 21 2013

This Second Amendment to Charter School Agreement – Renewal ("Amendment") is made by and between Academie Da Vinci Charter School, Inc., a nonprofit organization ("School"), which is operating the Academie DaVinci Charter School in Pinellas County, and The School Board of Pinellas County, Florida ("School Board"), this 9th day of April, 2013, and provides as follows:

WHEREAS, School Board approved School's Charter School Agreement - Renewal on March 25, 2011 ("Charter"), which provides sponsorship for School's charter school serving grades K-5;

WHEREAS, School has requested to amend the Charter to increase the maximum enrollment from 238 to 250 student; and

WHEREAS, School Board desires to amend the Charter to allow the requested increase in the maximum enrollment.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The first sentence of paragraph 2.10 of the Charter is amended to read: "The School shall serve the following grade levels and total number of students: grade levels – K-5; total number of students – 250."

2. All terms and conditions of the Charter, except as specifically amended herein, shall continue will full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized agents on the date first above written.

Board of Directors of Academie Da Vinci Charter School, Inc.	The School Board of Pinellas County, Florida
By: Terri Davis Its: President Attest: Susan E. Ray, Ed.D. Its: Principals	By: _____ Chairperson Attest: _____ Superintendent Approved as to Form: Daniel Kaprow Office of School Board Attorney

Attachment: Academie Da Vinci Amendment (3926 : Increase Enrollment at Academie Da Vinci Charter)

04/09/13 10:30 AM
Regular School Board Meeting
301 Fourth Street SW
Largo, FL 33770

Pinellas County Schools

ADOPTED

REQUEST FOR APPROVAL (ID # 3927)

April 9, 2012

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval of an Amendment to Increase Enrollment and Update Procedures for Non-Renewal or Termination at St. Petersburg College Collegiate High School, a High-Performing Charter School

BACKGROUND:
Florida Statutes 1002.331(2)(a), authorizes a high-performing charter school to increase enrollment by 15% each year. The law defines a charter school as high-performing if it receives at least two school grades of "A" and no school grade below "B" during each of the previous three years and received an acceptable annual financial audit in the last three fiscal years. St. Petersburg College Collegiate High School is designated as a high performing charter school.

STRATEGIC DIRECTION/GOAL: Student Achievement

ALTERNATIVES:
1. Approve an amendment to increase enrollment and update procedures for non-renewal or termination at St. Petersburg College Collegiate High School, a high-performing charter school.
2. Do not approve an amendment to increase enrollment and update procedures for non-renewal or termination at St. Petersburg College Collegiate High School, a high-performing charter school.

RECOMMENDATION:
Alternative # 1 is recommended.

RATIONALE:
A high-performing charter school shall notify its sponsor in writing by March 1 of each year, if it intends to increase enrollment or expand grade levels the following school year. St. Petersburg College Collegiate High School's submitted this request in a timely manner to increase its maximum enrollment from 200 to 230. The amendment also updates procedures for non-renewal or termination.

FISCAL IMPACT:
If approved, the increase of 30 students is a potential revenue loss to the district of $157,701 annually.

DATA SOURCE:
David Koperski, School Board Attorney
Kevin Smith, Associate Superintendent, Finance and Business Services
Karen Coffey, Executive Director, Budget & Resource Allocation
Dorothy Clark, Coordinator, Partnership Schools

SUBMITTED BY:
Steve Swartzel, Director, Governmental Services

ATTACHMENTS:

- SPCHS Amendment (PDF)

FIRST AMENDMENT
TO CHARTER SCHOOL CONTRACT

This First Amendment to Charter School Contract ("Amendment") is made by and between The Board of Trustees of St. Petersburg College, a Florida public college ("School"), which is operating St. Petersburg College Collegiate High School Charter School, and The School Board of Pinellas County, Florida ("Sponsor"), this 9th day of April, 2013, and provides as follows.

WHEREAS, School Board approved School's renewed Charter School Contract on November 11, 2008 ("Charter"), which provides sponsorship of School's charter school serving grades 10-12;

WHEREAS, School has requested to amend the Charter to increase the maximum enrollment from 200 to 230 students;

WHEREAS, School Board has requested to amend the Charter to update the procedures for non-renewal or termination to comport with current law; and

WHEREAS, the parties agree to amend the Charter as described herein.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Paragraph 2.9 of the Charter is hereby deleted in its entirety and replaced with the following:

   2.9 Number of Students and Grades Served: The School shall serve students in grades 10, 11 and 12 with a maximum total school enrollment of 230 students.

2. Paragraph 1.6.2 of the Charter is deleted in its entirety and replaced with the following:

   1.6.2 Notice from Sponsor; Appeal: Sponsor shall provide School with written notice as required by law for any termination or nonrenewal of the Charter. School may appeal such termination or nonrenewal in accordance with s. 1002.33(8), F.S.

3. All terms and conditions of the Charter, except as specifically amended herein, shall continue with full force and effect.

Attachment: SPCHS Amendment (3927 : St. Petersburg College Collegiate High School)

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized agents on the date first above written.

School:	Sponsor:
The Board of Trustees of St. Petersburg College, on behalf of St. Petersburg College Collegiate High School	The School Board of Pinellas County, Florida
By:_____ President	By: _____ Chairperson
Attest: _____	Attest: _____ Superintendent
Approved as to form:	Approved as to form:
_____ Office of the College Attorney	David Koperski Office of the School Board Attorney

Attachment: SPCHS Amendment (3927 : St. Petersburg College Collegiate High School)

04/09/13 10:30 AM
Regular School Board Meeting
301 Fourth Street SW
Largo, FL 33770

Pinellas County Schools

ADOPTED

REQUEST FOR APPROVAL (ID # 3928)

April 9, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval of the Five-Year Charter School Agreement with University Preparatory Academies, Inc., for University Preparatory Academy Charter School, Contingent Upon School Board's Approval of Agreement With University Preparatory Academies, Inc., for Sale of the Closed Southside Fundamental Middle School Site

BACKGROUND:
The charter application was approved by the School Board on November 13, 2012, for grades K-8. State law requires districts to evaluate charter school applications with the state's Florida Charter School Application Evaluation Instrument. Note that the attached evaluation instrument lists several areas where the applicant partially met one of the required standards. The applicant was asked to address and clarify each "partially meets the standard" section. The proposed charter, including the clarifying appendix, is attached and the original application is available for review in Dot Clark's office.

University Preparatory Academy Charter School will be located at 1701 10th Street South in St. Petersburg.

STRATEGIC DIRECTION/GOAL: Student Achievement

ALTERNATIVES:
1. Approve the five-year charter agreement for University Preparatory Academy Charter School. This approval is contingent upon School Board's approval of the Agreement with University Preparatory Academies, Inc., for the sale of the closed Southside Fundamental Middle School site located in the Consent Agenda of today's meeting.
2. Do not approve the five-year charter agreement for University Preparatory Academy Charter School.

RECOMMENDATION:
Alternative No. 1 is recommended.

RATIONALE:
The application for University Preparatory Academy Charter School was timely submitted on July 30, 2012, and approved by the School Board on November 13, 2012. The application and charter are consistent with the letter of the law and provide for attendance in grades K-8.

FINANCIAL IMPACT:
The school has projected enrollment as follows: 564 students for the 2013-14 school year; 796 students for the 2014-15 school year; 836 students for the 2015-16 school year; 854 students for the 2016-17 school year; and 866 students for the 2017-18 school year. At full enrollment in

year one, this school will potentially reduce district funds by an estimated $3,264,024. The corresponding amount for years two through five is an estimated four year total of $18,895,042 with a cumulative financial impact of $22,159,066 over the contract period.

DATE SOURCE:
Superintendent's Cabinet
David Koperski, School Board Attorney
Kevin Smith, Associate Superintendent, Financial and Business Services
Dot Clark, Coordinator, Partnership Schools

ATTACHMENTS:

- UPA charter K Agreement final (PDF)
- UPA App II final (PDF)
- Florida Charter School Application Evaluation Instrument (PDF)

CHARTER SCHOOL AGREEMENT

Between

UNIVERSITY PREPARATORY ACADEMIES, INC.

and

THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

for

University Preparatory Academy Charter School

April 9, 2013

Attachment: UPA charter K Agreement final (3928 : Approval of University Prep Charter)

CHARTER SCHOOL AGREEMENT

University Preparatory Academies, Inc.

ARTICLE 1.0: GENERAL PROVISIONS

1.1	Recitals	5
1.2	Application and Application Clarification	5
1.3	Effective Date and Renewals	5
1.4	Modifications	6
1.5	Non-Renewal	6
1.6	Non-Renewal or Termination	7
1.7	Statutory Requirements	13
1.8	Dispute Resolution	14

ARTICLE 2.0: STUDENTS

2.1	Community	15
2.2	Racial/Ethnic Balance	15
2.3	Non-Discrimination	15
2.4	Non-Sectarian	15
2.5	Students with Disabilities and Gifted Students	15
2.6	Enrollment Process	17
2.7	Enrollment – Health, Safety & Welfare	17
2.8	Discipline	18
2.9	Dismissal of Students	18
2.10	Number of Students and Grades Served	18
2.11	Records	18

ARTICLE 3.0: ACADEMIC ACCOUNTABILITY

3.1	Educational Programs Goals	18
3.2	Outcome Measurement	19
3.3	Student Assessment	19
3.4	Records and Grading Procedures	20
3.5	Progress Monitoring	20
3.6	Annual Program Cost Report for Charter Schools	21
3.7	Annual Records Report	21
3.8	Accreditation	21

ARTICLE 4.0: FINANCIAL ACCOUNTABILITY

4.1	Revenue	21
4.2	Cost Accounting	22
4.3	Categorical Funding	22
4.4	Funding, Calculation Revision	22
4.5	Federal Funding	23
4.6	Funding Adjustment for Noncompliance	23
4.7	Annual Audit	23
4.8	Fiscal Monitoring	23
4.9	Title I Compliance	25

Attachment: UPA charter K Agreement final (3928 : Approval of University Prep Charter)

4.10 Reversion Upon Termination 25
4.11 Access to Inventory 26
4.12 Receipt of Capital Outlay Funds 26
4.13 Reversion of Property Purchased with Capital Outlay Funds 26
4.14 Third Party Claims 26
4.15 Sale or Disposal of Property 26
4.16 Invoices and Obsolete Property 27
4.17 Inaccurate Data 27
4.18 Fiscal Year 27

ARTICLE 5.0: ADMINISTRATIVE MANAGEMENT
5.1 Proof of Start-Up Funding 27
5.2 Tuition or Fees 27
5.3 Reporting of Students 27
5.4 School Food Service 28
5.5 Facilities Lease or Ownership 29
5.6 Human Resources 30
5.7 Transportation 32
5.8 Additional Sponsor Services 32

ARTICLE 6.0: INDEMNIFICATION AND INSURANCE
6.1 Indemnification of Sponsor and Liability 33
6.2 Limitation of Liability 34
6.3 Sovereign Immunity/Limitations of Liability 34
6.4 Notice of Claims 34
6.5 Evidence of Insurance 34
6.6 Acceptable Insurers 35
6.7 Commercial General Liability Insurance 35
6.8 Automobile Liability Insurance 36
6.9 Workers Compensation/Employer's Liability 37
6.10 School Leader's Errors and Omission Insurance 37
6.11 Property Insurance 38
6.12 Applicable to all Coverages 38

ARTICLE 7.0: GOVERNANCE STRUCTURE
7.1 Nonprofit Organization 39
7.2 Governing Body 39
7.3 Selection of Directors and Officers or Managers 41
7.4 Duties of Directors or Manager 41
7.5 Public Meetings/Minutes 41
7.6 Conflict of Interest 41
7.7 Contracted Management Services 41
7.8 School Administrator/Principal 43
7.9 Restriction on Employment of Relatives 43

ARTICLE 8.0: MISCELLANEOUS
8.1 Titles 44
8.2 Interference with Performance 44

Attachment: UPA charter K Agreement final (3928 : Approval of University Prep Charter)

8.3	Entire Agreement	44
8.4	Assignment	44
8.5	Waiver	44
8.6	Warranties	44
8.7	Partial Invalidity	44
8.8	Third-Party Beneficiary	44
8.9	Applicable Law and Venue	44
8.10	Notice	45
8.11	Legal Representation	45
8.12	Law, Rule or Regulation as Amended	45
8.13	Counterparts	45
8.14	Authorization	45
8.15	Other	46

APPENDIX

I Charter School Application (August 1, 2012)
II Application Clarification

Attachment: UPA charter K Agreement final (3928 : Approval of University Prep Charter)

CHARTER SCHOOL AGREEMENT

THIS CHARTER SCHOOL AGREEMENT (the "Agreement" or "Charter") entered into this 9th day of April, 2013, 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 UNIVERSITY PREPARATORY ACADEMIES, INC., a Florida nonprofit corporation (hereinafter referred to as the "School").

WHEREAS, the Sponsor has the authority pursuant to s. 1002.33, F.S., to grant to a nonprofit organization a charter to operate a charter school with the school district; and

WHEREAS, the School is a nonprofit organization and desires to operate a charter school within the Sponsor's school district for the purposes set forth in the School's charter school application dated August 1, 2012, approved by the Sponsor on November 13, 2012, a copy of which is incorporated herein by reference as Appendix I; and

WHEREAS, the School is approved by the Sponsor to provide educational services in accordance with the terms of a charter school contract; and

WHEREAS, the parties intend that this Charter serve as the agreement for the 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 **Application and Application Clarification:** The School's approved application to operate a charter school is appended hereto as Appendix I and incorporated herein by reference. The parties also agree to the provisions contained in the Application Clarification appended hereto as Appendix II and incorporated herein by reference. If any provision of this Agreement is inconsistent with Appendix I or Appendix II, the provision of this Agreement shall prevail.

1.3 **Effective Date and Renewals:** The effective date of this Agreement and renewals shall be as set forth below.

1.3.1 **Effective Date/Term:** This Agreement shall become effective upon the signing by both parties, and shall end on June 30, 2018 (5 school year term), except as otherwise provided in this Agreement.

1.3.2 **Start-Up-Date:** The initial start-up date of the School shall be commensurate with the Sponsor's start of school for the 2013-14 school year, or other time as mutually agreed upon by the parties.

Attachment: UPA charter K Agreement final (3928 : Approval of University Prep Charter)

1.3.3 **Timetable:** The timetable for implementation of this Agreement is as follows:

November 13, 2012	Sponsor's approval of application
April 9, 2013	Public hearing/Approval of Agreement

The School shall have obtained, and provided the Sponsor copies of, the following facility approvals, certificates, and other documents at least thirty (30) days prior to the school opening to students:

- 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.

The Sponsor shall 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.

1.3.4 **Renewal:** After the initial term of this Agreement pursuant to section 1.3.1 of this Agreement may be renewed by mutual written agreement of the parties, in accordance with Florida law.

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., or as 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: failure to timely file reports required by the Sponsor; improper expenditure of grant funds as determined pursuant to audit by State or Federal governmental entities ; failure to maintain required insurance; failure to correct audit findings within sixty (60) days; and material discrepancies (five percent (5%) or greater) between unaudited annual financial report and audited statements;

Attachment: UPA charter K Agreement final (3928 : Approval of University Prep Charter)

(c) Any unlawful 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) Material violation of law by the School;

(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 for immediate termination 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 the required 120.57 hearing and any timely appeal by the School in accordance with s. 1002.33(8), F.S. (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. 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 hearing or appeal, the Sponsor shall forward to the chair of School's governing board

Attachment: UPA charter K Agreement final (3928 : Approval of University Prep Charter)

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 its 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 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 a hearing or 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. 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 hearing or 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 requests a hearing or 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 request a hearing on such proposed termination in accordance with s.

Attachment: UPA charter K Agreement final (3928 : Approval of University Prep Charter)

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 which shall be deemed a "good cause" basis for termination or non-renewal by the Sponsor only after (i) written notice by the Sponsor to the School, and (ii) the School has been afforded a reasonable opportunity to cure no longer than 30 days unless the Sponsor provides for a shorter or longer reasonable time to cure, to the extent cure of the alleged ground for good cause is feasible:

(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) the School's receipt, from the Florida Department of Education of a school grade of "F" in any two consecutive school years, for which a cure is not feasible;

(c) 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;

(d) a failure by the School to implement a Corrective Action Plan when required to do so;

(e) a failure by the School to make contributions to the Florida Retirement System (FRS), if the School has elected to participate in the FRS;

(f) a failure by the School to pay payroll taxes to the Internal Revenue Service;

(g) the School's delinquency in payments for its debts beyond 90 days;

(h) 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;

(i) 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.;

(j) the School's failure to meet generally accepted accounting principles;

Attachment: UPA charter K Agreement final (3928 : Approval of University Prep Charter)

(k) the School's willful or reckless failure to manage public funds in accordance with the law;

(l) the School's failure to comply with the maximum class size requirements of Article IX, Florida Constitution, and applicable State statute and regulation, which the School expressly acknowledges hereby that it will comply with;

(m) the School's failure to maintain insurance coverage as described in this Agreement;

(n) the School's failure to provide the Sponsor with the required access to records;

(o) the School's violation of any court order;

(p) 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;

(q) 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.;

(r) the School's failure to implement any financial recovery plan approved by the Commissioner of Education pursuant to s. 218.503, F.S.;

(s) comply with applicable provisions of sections 218.50-218.504, F.S., relating to financial emergencies; or

(t) 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 legally required 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;

(3) the School's failure to comply with the conflict of interest provisions of this Agreement relating to the receipt by a

Attachment: UPA charter K Agreement final (3928 : Approval of University Prep Charter)

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 to the extent required by law 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 use records and grade procedures that adequately provide the information required by the Sponsor;

(9) the School's failure to provide Exceptional Student Education (ESE) students and English Language Learners (ELL) with programs and services in accordance with federal, and state policies;

(10) the School's willful 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;

(11) the School's failure to timely submit the annual financial audit as required by s. 218.39, F.S.;

(12) the School's failure to comply with the Florida Building Code not including SREF and the Florida Fire Prevention Code, including reference documents, applicable state laws and rules, and federal laws and rules;

(13) 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;

(14) the School's failure to obtain all necessary licenses, permits, zoning, use approval, facility certifications, and

Attachment: UPA charter K Agreement final (3928 : Approval of University Prep Charter)

any other approval required by the local government or any other governmental authorities having jurisdiction at any time during the term of this Agreement;

(15) the School's failure to provide evidence of required insurance at any time during the term of this Agreement; or

(16) 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.

1.6.4 **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 if it is an immediate termination. 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 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

Attachment: UPA charter K Agreement final (3928 : Approval of University Prep Charter)

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;
- 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;

Attachment: UPA charter K Agreement final (3928 : Approval of University Prep Charter)

- 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, or other records lawfully protected 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., and not limiting the use of the remedies or procedures available thereunder 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 a Florida Board Certified Civil Mediator, or any other individual agreeable to the parties who will meet with the parties separately or together to assist them in resolving the problem. If the parties cannot agree on 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.

Attachment: UPA charter K Agreement final (3928 : Approval of University Prep Charter)

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 it 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.

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.

Attachment: UPA charter K Agreement final (3928 : Approval of University Prep Charter)

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.

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

Attachment: UPA charter K Agreement final (3928 : Approval of University Prep Charter)

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 School's Code of Student Conduct. School agrees it will not, without the 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. Should School implement a student dress code or a student uniform requirement, it shall ensure that families who cannot afford to comply with the requirement be given options or resources to allow them to continue to attend without prejudice.

Attachment: UPA charter K Agreement final (3928 : Approval of University Prep Charter)

2.9 **Dismissal of Students**: The School agrees to dismiss students as described in School's Code of Student Conduct and Appendix I and aligned with the process outlined in the Sponsor's Code of Conduct. 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 the number of students (Year 1 – 694 maximum; Year 2 – 796 maximum; Year 3 – 836 maximum; Year 4 – 854 maximum; and Year 5 – 866 maximum) and grade levels (K-8) as set forth in Appendix I and such amendments to these numbers and grade levels as may from time to time be approved by the Sponsor. School shall have and maintain a minimum of 250 students. The School acknowledges and agrees that these minimums are 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. Any increase in the maximum number of students noted herein above must be approved as an amendment to this Charter by Sponsor at a regularly scheduled School Board meeting, unless otherwise authorized by law and with written notice provided to the district. Further, before Sponsor will consider any proposed increase in the maximum number of students of 100 or more from the number of students noted herein above, whether such increase be in one request or cumulative over time, School must follow the same procedure and meet the same standard located in section 5.5 relating to siting approvals of original locations.

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 substantial 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., as applicable to charter schools and will implement all appropriate measures to comply with that

Attachment: UPA charter K Agreement final (3928 : Approval of University Prep Charter)

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 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 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.

3.4 **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.

3.4.1 **Maintain Records:** The School shall maintain both active and archival records for current/former students in accordance with F.S.

Attachment: UPA charter K Agreement final (3928 : Approval of University Prep Charter)

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 by 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.

Attachment: UPA charter K Agreement final (3928 : Approval of University Prep Charter)

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 ten (10) 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 ten-day (10-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 the maximum administrative fee 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 academic and financial monitoring required of the Sponsor by law,

Attachment: UPA charter K Agreement final (3928 : Approval of University Prep Charter)

contract management services, FTE and data reporting, exceptional student education administration, test administration, processing of teacher certificate data, and information services. Additional services if requested by the School 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 unlawful 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.

4.7 **Annual Audit:** The School agrees to obtain an annual financial audit in compliance with Federal and, State requirements showing all revenues received, from all sources, and all

Attachment: UPA charter K Agreement final (3928 : Approval of University Prep Charter)

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.

4.8 **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 (20th) 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 30th of each year of the term. Form ESE 145, or its successor, should be provided no later than August 15th 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 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

Attachment: UPA charter K Agreement final (3928 : Approval of University Prep Charter)

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) Otherwise as provided by law.

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 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

Attachment: UPA charter K Agreement final (3928 : Approval of University Prep Charter)

elsewhere in this Agreement. Failure to provide required financial reports as required by law 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.

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 financial and other business records of such inventory, which records shall be secured in a locked area that is waterproof and fireproof. 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.

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

Attachment: UPA charter K Agreement final (3928 : Approval of University Prep Charter)

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 real and personal property and/or improvements purchased by the School using CO Funds, FEFP funds, or other public 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 (July 1 to June 30).

ARTICLE 5.0 ADMINISTRATIVE MANAGEMENT

5.1 **Proof of Start-up Funding:** The School may file for a federal or state start-up grant. The School's start-up costs may be funded by such grant and funds due from Sponsor. If the federal or state grant is not approved prior to April 15, 2013, the School shall provide to the Sponsor proof of sufficient funds from an alternate source to assure prompt payment of operation expenses associated with the opening of school, including but not limited to the amount of any teacher and other staff salaries and benefits, and other operational expenses from the beginning of the school year through the first projected income distribution from the Sponsor.

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.

Attachment: UPA charter K Agreement final (3928 : Approval of University Prep Charter)

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.

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.

Attachment: UPA charter K Agreement final (3928 : Approval of University Prep Charter)

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 **1701 10th Street South, St. Petersburg, FL.** The lease or proof of ownership of the facilities that will house the School's program will be provided to the Sponsor. For the first year of operation of the School, such lease or proof of ownership shall be provided on or before May 15^{th}. Separate proof is not required for each year of a multi-year lease or if proof of ownership by the School has been provided. The School will operate its facility in a safe manner and will ensure that its facility is properly maintained during the term of this 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, and any new location must meet the same standards contained herein relating to

Attachment: UPA charter K Agreement final (3928 : Approval of University Prep Charter)

siting approvals of original locations (see section 1.3.3) prior to the new location being considered by Sponsor. 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.

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.

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

Attachment: UPA charter K Agreement final (3928 : Approval of University Prep Charter)

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 in respect to any agreements with its board members.
- 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.

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.

5.6.4 **Teacher Contracts:** The School shall comply as applicable 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

Attachment: UPA charter K Agreement final (3928 : Approval of University Prep Charter)

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, as applicable.

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. The school website and enrollment materials 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.

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

Attachment: UPA charter K Agreement final (3928 : Approval of University Prep Charter)

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 ninety (90) 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 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

Attachment: UPA charter K Agreement final (3928 : Approval of University Prep Charter)

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 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

Attachment: UPA charter K Agreement final (3928 : Approval of University Prep Charter)

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 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:

Attachment: UPA charter K Agreement final (3928 : Approval of University Prep Charter)

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 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

Attachment: UPA charter K Agreement final (3928 : Approval of University Prep Charter)

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 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 Ten Thousand ($10,000.00) Dollars per claim. The minimum limits to be maintained by the School (inclusive of any amounts provided by an umbrella or

Attachment: UPA charter K Agreement final (3928 : Approval of University Prep Charter)

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.

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.

Attachment: UPA charter K Agreement final (3928 : Approval of University Prep Charter)

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 governing board of the nonprofit entity 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:

- 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.

Attachment: UPA charter K Agreement final (3928 : Approval of University Prep Charter)

- 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 decisions 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. 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.

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 nonprofit 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 the governing

Attachment: UPA charter K Agreement final (3928 : Approval of University Prep Charter)

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, 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. School expressly acknowledges it shall comply with all provisions of law relating to its public meetings, including without limitation ss. 768.28, F.S. and 1002.33(7)(d). F.S.

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

Attachment: UPA charter K Agreement final (3928 : Approval of University Prep Charter)

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 must allow the School the ability to terminate the contract with the management company without cause upon no more than 180 days written notice, and shall clearly state the fee and/or consideration to be paid to the Company and how it is calculated. 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.

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.

Attachment: UPA charter K Agreement final (3928 : Approval of University Prep Charter)

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:

"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

Attachment: UPA charter K Agreement final (3928 : Approval of University Prep Charter)

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. If there is any conflict between this Contract and Appendix I or II, this Contract shall control over either Appendix, and Appendix II shall control over Appendix I.

8.3.1 **Amendment Required:** Unless otherwise allowed by law and with written notice provided to the Sponsor, 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.

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

Attachment: UPA charter K Agreement final (3928 : Approval of University Prep Charter)

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:	University Preparatory Academy - Pinellas
Attention:	Cheri L. Shannon
Address:	401 E. Las Olas Blvd. #130-536, Ft. Lauderdale, FL 33301
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.

Attachment: UPA charter K Agreement final (3928 : Approval of University Prep Charter)

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.

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 UNIVERSITY PREPARATORY ACADEMIES, 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

Attachment: UPA charter K Agreement final (3928 : Approval of University Prep Charter)

APPENDIX II – Application Clarification

This Appendix II is incorporated into and made part of the Charter School Agreement ("Agreement") made by and between University Preparatory Academies, Inc. ("UPA"), and the School Board of Pinellas County, Florida ("School Board" or "PCSB"), dated April 9, 2013, and provides additional clarifications in areas of the application evaluation listed by the School Board as requiring clarification. Other areas of the application evaluation requiring clarification have been addressed in the Agreement itself. The parties agree that the additional information contained herein is binding upon the parties and is part of the Agreement.

Section 4 – Curriculum Plan

Concerns and Additional Questions:

Curriculum and textbooks

University Preparatory Academy will follow educational best practices for the development and implementation of curriculum and the selection of all textbooks, including the educational best practices that are utilized by Pinellas County Schools and outlined in PCSB Policy 2210.A, which states:

> Curriculum in the District shall provide for appropriate instruction based upon the State curriculum frameworks, course descriptions, and Sunshine State Standards prescribed by the Florida State Department of Education, Florida's System of School Improvement and Accountability goals and standards, and the District's student expectations.

University Preparatory Academy will seek involvement from staff in the development of curriculum and the selection of textbooks in the same or similar way as it is accomplished in Pinellas County Schools. Input by staff and school leaders in the process of curriculum development and textbook selection is included in the PCSB Policy 2210.B, which states:

> School faculties and School Advisory Councils (SACs) shall work in collaboration with the District curriculum staff in implementing curriculum, developing course modifications, and selecting instructional materials.

The approved charter application provided a list of three possible textbooks for each of the four core content areas. This list can be found in the Curriculum Materials section of the application (p. 67). These materials will be further reviewed by staff for use in the school's educational program. All materials will be aligned with Florida's list of accepted textbooks found in the Catalog of State Adopted Instructional Materials. A Director of Curriculum and Instruction at the school will work with the principal and teachers to further develop the core curriculum and finalize all textbook selections.

Website for Common Core State Standards

The Common Core State Standards for grade K-8 can be found on the DOE website at: http://www.fldoe.org/schools/ccc.asp.

Attachment: UPA App II final (3928 : Approval of University Prep Charter)

Section 6: Exceptional Students

Concerns and Additional Questions:

Gifted and talented students

Students who are gifted also fall under the umbrella of Exceptional Student Education in Florida. Any teacher or parent may refer a student for evaluation for gifted services. Parental consent will be obtained and procedural safeguards will be provided and adhered to. After a formal evaluation has been conducted, a multidisciplinary team will meet to determine eligibility. Eligibility criteria are determined by the state.

If a student is deemed eligible for gifted services, the multidisciplinary team will develop an Educational Plan (EP). The EP will prescribe the services that will be provided to the student along with a statement regarding why the student is in need of services. Delivery of services may range from a variety of modalities such as inclusion, co-teaching, support facilitation, learning labs, and consultation. The EP will also include:

- Present levels of educational performance;
- Measurable Goals and Benchmarks or Short Term Objectives;
- A description of the specially designed instruction to be provided;
- A description of how progress will be measured and how the parent will be informed of the student's progress; and
- Initiation, duration, frequency, and location of services

Services and curriculum for students who are gifted will be aligned with Florida's Frameworks for K -12 Gifted Learners, which provides guidelines for supporting a challenging and rigorous curriculum that enhances the state standards. The goals of the Frameworks are defined by expected outcomes for gifted students. Each goal specifies the mastery expected by the time the student graduates.

Depending on the number of students to be served, gifted services will be provided through one or more of the following models:

- Differentiation and/or cluster groups within the general classroom
- Resource room
- Advanced content area classes

University Preparatory Academy's staff will include highly qualified teachers who hold the gifted endorsement. The staff will also participate in professional development opportunities with the state and school district so that all required guidelines and procedures are implemented with fidelity.

The School is committed to ensuring the academic growth of all students, including students who are gifted. It is expected that students who are gifted will reach mastery of their individual goals and mastery of the general curriculum, displaying both personal and academic growth.

Attachment: UPA App II final (3928 : Approval of University Prep Charter)

Description of the implementation of the state/district requirements for Gifted referral/eligibility

University Preparatory Academy-Pinellas will implement all Florida and Pinellas County district requirements for Gifted referral and eligibility. As identified on the PCSB website, the gifted liaison will administer the Kaufman Brief Intelligence Test (K-BIT 2) or the Naglieri Nonverbal Abilities Test (NNAT). The student will need to score at or above the 90th percentile to be referred for further intellectual evaluation. Standardized test scores may also be used as a screening. If the student's scores are in the 90th percentile or above on his/her most recent standardized testing in reading and math, further evaluation will be recommended. If screening criteria is met then the student will be referred for intellectual testing by a school psychologist.

Description of the development and implementation of Gifted students' Educational Plans
University Preparatory Academy intends to develop and implement EPs for any students that have been identified as being gifted and will follow the PCSB processes and procedures for the development and implementation of gifted students' EPs.

Section 504 procedures and processes
University Preparatory Academy-Pinellas will follow the PCS Section 504 Guidelines and Procedures for PK-12. A Section 504 coordinator will be appointed by the principal of University Preparatory Academy and all identification and eligibility procedures will be followed in accordance with the PCS Guidelines and Procedures manual.

Section 7: English Language Learners

Concerns and Additional Questions:

Annual English Language Proficiency Assessment for English Language Learners
University Preparatory Academy will use all assessments required by the Pinellas County School Board and the Florida Department of Education for the assessment of English Language Learners (ELLs). Florida uses the Comprehensive English Language Learning Assessment (CELLA) to measure the growth of students classified as ELLs in mastering the skills in English they will need to succeed in school. University Preparatory Academy will use this assessment as the annual assessment.

Requirements for Exiting ELLs from the ESOL Program
There are specific requirements regarding students exiting from the ESOL program. University Preparatory Academy will implement the state-approved district plan for ELLs and will follow all federal, state and district mandates. The ESOL exit criteria identified by the PCSB ESOL Exit Criteria (revised June, 2012), which includes proficiency in all CELLA domains and FCAT Reading proficiency, will be used by University Preparatory Academy in all grades K-8.

Post Reclassification of ELLs
University Preparatory Academy will follow the PCSB ESOL Reclassification Flowchart (revised February, 2013) for entry and exit from ESOL programs. University Preparatory Academy will follow Florida law and the LULAC Consent Decree in developing the Post Reclassification plan for ELL students exiting from the ESOL program.

University Preparatory Academy will monitor the progress of students who have exited from the ESOL program by conducting periodic reviews to "ensure parity of participation once they have been reclassified." The exiting students will be monitored for two years following their exit from

Attachment: UPA App II final (3928 : Approval of University Prep Charter)

the program. Students will be reviewed at the time of the student's first report card and semi-annually during the first year after leaving the program. An additional review will take place at the end of the student's second year after exiting. The responsibility for monitoring exiting students will reside with the ELL coordinator.

The following monitoring procedures as outlined in the LULAC Court Decree (http://www.fldoe.org/aala/cdpage2.asp) will be implemented:

1. The performance of former LEP students shall be reviewed periodically to ensure parity of participation once they have been reclassified. These reviews shall take place automatically at the student's first report card and semi-annually during the first year after exiting, and at the end of the second year after exiting. Any consistent pattern of continuing under-performance on appropriate tests and/or grades shall result in the convening of a LEP committee with parental participation to assess the student's need for additional appropriate programming as ESOL or other needed programs. Special weight shall be given to any decline in grades and/or test performance after reclassification, and to parent preference.

2. Such LEP committees shall recommend an appropriate LEP student plan for such students. The basis and nature of such recommendations shall be in writing and maintained in the student's file. Any such plan shall be reevaluated for continued appropriateness after one year, and each year thereafter as necessary.

3. Any student who is determined to be LEP pursuant to this section based on F.1 or with recommendation based on F.2 shall be provided appropriate instruction on the basis of an annual extension pursuant to a documented determination of the student's needs.

4. If a student exits the program and is later reclassified as limited English proficient, the student may be reported in the ESOL program for funding for an additional year, or extend annually for a period not to exceed a total of 6 years pursuant to C. 7., based on an annual evaluation of the student's status.

5. Lack of ESOL funding eligibility does not relieve districts of any obligation they may have under state or federal law to continue to provide appropriate services to LEP children beyond the six years of state ESOL program funding.

Any consistent pattern of continuing under-performance on appropriate tests and/or grades shall result in the convening of a LEP committee with parental participation to assess the student's need for additional appropriate programming as ESOL or other needed programs. Special weight shall be given to any decline in grades and/or test performance after reclassification, and to parent preference.

ELLs Who Enter School Below Grade Level

ELL students may enter University Preparatory Academy below grade level. University Preparatory Academy will follow the plan as outlined by PCSB for providing services for below grade level ELL students.

Attachment: UPA App II final (3928 : Approval of University Prep Charter)

Section 9 – Governance

University Preparatory Academies, Inc., was founded in 2012 as a non-profit corporation to serve as a network of high performing charter schools focused on serving the needs of educationally under-served students living in high poverty neighborhoods. The structure was established in accordance with best practices of non-profit organizations and in collaboration with outside funders including The Charter School Growth Fund, The Walton Family Foundation, and the U.S. government's Federal Race To The Top Grant. All of these funders require that an outside entity following sound fiduciary principles receive their funds rather than disbursing the funds directly to individual schools.

The governance and management of the organization provides support and effective operating structures to ensure the success of the entire network of schools, while allowing school-based administrators to stay focused on the core service of providing a high quality education to the students. The UPA Governing Board will oversee and assume legal and fiscal responsibility for the statewide network of schools and will appoint local UPA Charter Boards to ensure local input at each school in the network, including the appointment of a UPA-Pinellas Charter Board comprised of local board members. Thus, as further described below, each school in the network will have corporate, fiscal, and other entity-level decisions made by the corporate "Governing Board," but will also have a local "Charter Board" to provide advice on curriculum, programs, and other daily management issues, as well as to make personnel recommendations to the Governing Board, which will then act on them..

Governing Board

The Governing Board is responsible for the oversight of the statewide network of University Preparatory Academies. Pinellas County is the first school district to open a University Preparatory Academy. The Governing Board is made up of professionals from throughout the state who are committed to the educational mission and vision of University Preparatory Academy. The Governing Board's responsibilities include:

- Approve all corporate policies and procedures
- Adopt and maintain an annual operating network budget
- Provide financial review and fiduciary oversight
- Approve all personnel recommendations from the local Charter Board
- Hire and evaluate annually the CEO
- Adhere to Florida's Government in the Sunshine laws
- Review and approve alignment of annual school budgets
- Negotiate and execute all contracts
- Ensure compliance with operations in accordance with federal and state laws and rules, the Charter Agreement with PCSB, Department of Education regulations, and other applicable authorities
- Exercise continuing oversight of the network's operations to ensure high student achievement

The Governing Board members possess skills and experience in the areas that are critical to the success of University Preparatory Academy, including but not limited to curriculum, instruction, assessment, finance, facilities, law, management, governance and administration. All Board members are qualified in terms of training, education, and experience, and are persons with credibility and respect. The Board is comprised of professionals who are committed to

Attachment: UPA App II final (3928 : Approval of University Prep Charter)

establishing policies consistent with the School's mission and to ensure that the educational programs and school operations are in compliance with all statutory and regulatory requirements.

The developer and founder of University Preparatory Academy is Ms. Cheri Shannon, and she will serve as CEO for the corporate entity that the Governing Board oversees. Ms. Shannon most recently served as the President and CEO for the Florida Charter School Alliance. Prior to moving to Florida, she was the Superintendent of University Academy in Kansas City, Missouri, a high performing K-12 urban charter school serving high-needs students.

Ms. Shannon will officially represent the Governing Board and will work with each school and each Charter Board to provide the support and assistance needed to focus on building the highest quality educational program possible. During the initial stages, the Ms. Shannon will assist with all start-up tasks for the new schools and will be instrumental in hiring personnel necessary for a successful school opening. Ms. Shannon will also serve, as needed, as the liaison with PCSB for all matters related to the school and will work closely with the principal of University Preparatory Academy in Pinellas County.

The Governing Board shall also have the responsibility of evaluating the CEO in her capacity in performing the roles and responsibilities as Executive Director. This process will involve the evaluation of organizational performance data in multiple areas, such as fiscal operations, academic operations, and organizational structure and effectiveness. The Governing Board will solicit information from principals of schools within the network as well as other employees and Charter Board members. The specific criteria for this evaluation are currently being developed but will have alignment with not-for-profit industry best practices. The evaluation process will also fully align with current state statutes.

Charter Board

The Charter Board for University Preparatory Academy-Pinellas will provide local oversight, and input regarding activities at the school level. This group is made up of local individuals within Pinellas County who are committed specifically to the success of University Preparatory Academy-Pinellas. The Charter Board may have one member serving on the Governing Board. The Charter Board will be responsible for advising on the following:

- Implementing the mission, vision and values of University Preparatory Academy-Pinellas
- The hiring of the school's principal
- School-based policies and procedures
- Recommending a local budget for the school
- The school calendar
- Recommending the parent/student handbook
- School start and end times
- Dealing with parent issues and concerns not able to be addressed by school staff
- School level compensation review
- The staff handbook
- School level fundraising
- School-wide discipline plan
- School mascot and uniforms
- School level data analysis

Attachment: UPA App II final (3928 : Approval of University Prep Charter)

The Governing Board will select at least one member of the Charter Board and not more than three members statewide to serve on the Governing Board. A parent liaison will also be appointed by the Governing Board to the local school, who will provide feedback to both the Charter Board and the Governing Board, in accordance with Florida law (s. 1002.33(7)(d), F.S.). Members of the Charter Board are currently being sought through close contacts with community leaders to identify key individuals. The goal is to have a full local Charter Board in place once a Charter Agreement is approved, or very shortly thereafter. Once local individuals have been identified and recommended, the official membership shall be approved by the Governing Board. After the initial appointment of Charter Board members, the Charter Board will have staggered terms and will select future members based on an application process which has been developed.

One of the Charter Board's primary responsibilities will be to recruit, interview, and recommend for hire the principal for University Preparatory Academy-Pinellas. This key decision will allow the Charter Board to provide appropriate leadership for the day-to-day operations of the school. With the Governing Board and state-wide staff managing the corporate-level business operations, the principal will be able to stay focused on the academic success and day-to-day operations of the school.

The Charter Board, under the direction of the CEO, shall also have the responsibility of providing input into the evaluation of the principal. The Charter Board will seek assistance from the CEO to complete tasks such as observations and evaluations of the principal and the compilation of multiple data points such as the academic progress of the students, staff surveys, parent satisfaction surveys, and the fiscal health of the school. Learning gains of students will comprise at least 50% of the determination of the principal's performance evaluation. Ultimately, while input may be obtained from many sources, it is the Charter Board's responsibility to complete and present the evaluation of the principal to the CEO. The specific criteria and form for this evaluation are currently being developed, but will be in alignment with the Florida Principal Leadership Standards and current state statutes.

The Charter Board shall also be responsible for advising on policies such as the school's behavioral code, attendance, grading policy, emergency procedures, and facility needs. The CEO and any other state-level staff shall be responsible for working with the principal to develop a budget for the school. The Charter Board shall work collaboratively with the Governing Board to support all aspects of the school and shall work with the principal to develop progress reports that will highlight the success and needs of the school. The Charter Board shall also be responsible for reviewing financial reports as they relate to the progress towards meeting the established budget of the school.

Attachment: UPA App II final (3928 : Approval of University Prep Charter)

University Preparatory Academy
Florida Charter School Application Evaluation Instrument

Each section presents criteria for a response that meets the standard, and these criteria should guide the overall rating for the section. The Strengths and Weaknesses boxes provide space to identify data and other evidence that supports the rating. The rationale for each rating is important, especially if some of the data or evidence does not fit neatly into the criteria provided.

The following definitions should guide the ratings:

Meets the Standard:	The response reflects a thorough understanding of key issues and demonstrates capacity to open and operate a quality charter school. It addresses the topic with specific and accurate information that shows thorough preparation and presents a clear, realistic picture of how the school expects to operate.
Partially Meets the Standard:	The response addresses most of the criteria, but the responses lack meaningful detail and require important additional information.
Does Not Meet the Standard:	The response lacks meaningful detail, demonstrates lack of preparation, or otherwise raises substantial concerns about the applicant's understanding of the issue in concept and/or ability to meet the requirement in practice

OVERALL ASSESSMENT – COMPLETE THIS SECTION LAST

Would you recommend approval of this application for a public charter school? Explain your recommendation in the Summary Comments section, below.

DENY	APPROVE
☐	☒

Name of Person Completing Assessment: Dot Clark Date: 11/13/12

Title: Coordinator of Partnership Schools
Signature: _____

Form Number: IEPC-M2
Rule Number: 6A-6.0786
May 2012

Attachment: Florida Charter School Application Evaluation Instrument (3928 : Approval of University Prep Charter)
Attachment: University Preparatory Academy Evaluation (3928 : University Preparatory Academy)

Summary: University Preparatory, a K-5 Charter School application provided sufficient information that ensures that the charter school will fully comply with all legal requirements for the successful operation of a charter school in Pinellas County.

Of the eight sections in the Educational Plan the applicant scored:

- "Meets Expectations"- 4
- "Partially Meets"- 4
- "Does Not Meet" – 0

In the Organizational Plan the applicant scored:

- "Meets Expectations"- 1
- "Partially Meets"- 4
- "Does Not Meet" – 0

In the Business Plan the applicant scored:

- "Meets Expectations"- 3
- "Partially Meets"- 3
- "Does Not Meet" – 0

I. Educational Plan

The education plan should define what students will achieve, how they will achieve it, and how the school will evaluate performance. It should provide a clear picture of what a student who attends the school will experience in terms of educational climate, structure, assessment and outcomes.

1. Mission, Guiding Principles and Purpose

The Mission, Guiding Principles and Purpose section should indicate what the school intends to do, for whom and to what degree.

Statutory References:

s. 1002.33(2)(a); s. 1002.33(2)(b); s. 1002.33(2)(c); s. 1002.33(6)(a)(1); s. 1002.33(7)(a)(1)

Evaluation Criteria:

A response that meets the standard will present:

- A compelling mission statement that defines the purpose and values of the school.
- A set of priorities that are meaningful, manageable and measurable, and focused on improving student outcomes.

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
☒	☐	☐

Strengths	Reference
• The school's mission and core philosophy are well defined. The mission of University Preparatory Academy-Pinellas is to	Page 5

Attachment: Florida Charter School Application Evaluation Instrument (3928 : Approval of University Prep Charter)

provide students with the academic, leadership and social skills that will enable them to attend and graduate from an institution of higher education. • The school will focus on improving student learning through: ➢ A well-designed academic program aligned with state standards. ➢ Systematic assessment of all students ➢ Student progress will be monitored ➢ Age-appropriate prevention and intervention ➢ Early intervention ➢ Time on task will increase for our striving and struggling readers in every classroom. ➢ Research-Based Materials targeting specific student needs ➢ Professional development for teachers A Home-school connection will be promoted through individualized learning plans and frequent communication	
Concerns and Additional Questions	**Reference**

2. Target Population and Student Body

The Target Population and Student Body section should describe the anticipated target population of the school and explain how the school will be organized by grade structure, class size and total student enrollment over the term of the school's charter.

Statutory Reference(s):
s. 1002.33(10)(e); s. 1002.33(6)(b)(2); s. 1002.33(7)(a)(1); s. 1003.03

Evaluation Criteria:
A response that meets the standard will present:

- An understanding of the students the charter school intends to serve.
- If the applicant proposes to target certain populations, the projected student body should align with the overall mission of the school.

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
☒	☐	☐

Strengths	Reference
• The applicant identified the proposed student population as K-8. Projected enrollment data provided. See below. • Projected student body aligns to the school's mission.	

Attachment: Florida Charter School Application Evaluation Instrument (3928 : Approval of University Prep Charter)
Attachment: University Preparatory Academy Evaluation (3928 : University Preparatory Academy)

	Year 1 2013-14	Year 2 2014-15	Year 3 2015-16	Year 4 2016-17	Year 5 2017-18	Year 6 Design
Kindergarten	7 sections 126 students	5 sections 90 students	5 sections 90 students	5 sections 90 students	5 sections 90 students	5 sections 90 students
1st Grade	6 sections 108 students	7 sections 126 students	5 sections 90 students	5 sections 90 students	5 sections 90 students	5 sections 90 students
2nd Grade	3 sections 54 students	6 sections 108 students	7 sections 126 students	5 sections 90 students	5 sections 90 students	5 sections 90 students
3rd Grade	3 sections 54 students	3 sections 54 students	6 sections 108 students	7 sections 126 students	5 sections 90 students	5 sections 90 students
4th Grade	3 sections 66 students	3 sections 66 students	3 sections 66 students	5 sections 110 students	6 sections 132 students	4 sections 88 students
5th Grade	3 sections 66 students	3 sections 66 students	3 sections 66 students	3 sections 66 students	5 sections 110 students	4 sections 88 students
6th Grade	6 sections 132 students	4 sections 88 students	4 sections 88 students	4 sections 88 students	4 sections 88 students	4 sections 88 students
7th Grade	3 sections 66 students	6 sections 132 students	4 sections 88 students	4 sections 88 students	4 sections 88 students	4 sections 88 students
8th Grade	1 sections 22 students	3 sections 66 students	6 sections 132 students	4 sections 88 students	4 sections 88 students	4 sections 88 students
Total	**694 students**	**796 students**	**854 students**	**836 students**	**866 students**	**800 students**

Concerns and Additional Questions	Reference
• It is unclear if the school is open to all eligible students residing in the targeted area. ➢ It is unclear if the school will enroll students if families are not sure if they want to go to college. The application states, "Throughout our marketing materials promoting the University Preparatory Academy we will highlight our desire to serve students who are college bound". During a meeting the applicant clarified this statement by indicating that all students within the targeted zip code would be accepted.	Page 22

3. Educational Program Design

The Educational Program Design section should describe the educational foundation of the school and the teaching and learning strategies that will be employed.

Statutory Reference(s):
s. 1002.33(7)(a)(2)

Evaluation Criteria:
A response that meets the standard will present an educational program design that:

- Is clear and coherent;

Attachment: Florida Charter School Application Evaluation Instrument (3928 : Approval of University Prep Charter)

- Is based on effective, research-based educational practices, teaching methods and high standards for student learning;
- Aligns with the school's mission and responds to the needs of the school's target population; and
- Presents evidence that the proposed approach will lead to improved student performance for the school's target population.

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
☒	☐	☐

Strengths	Reference
• The educational program design is based on effective, research-based educational practices, teaching methods and high standards for student learning; ➢ Identified the length of the K-12 student day as a minimum of 360 minutes for 180 instructional days. If budget allows, the school will add 10 additional days to support the mission of providing the academic, social and leadership skills that students need in order to be successful in an institution of higher education. ➢ The school intends to follow the calendar of the local school district. ➢ The applicant identified six (6) key pillars that will drive the educational program. ➢ The school will provide intensive literacy and math instruction: Double blocks of reading/language arts and math will be implemented in order to remediate and enrich students in these critical areas.	Pages 27-29

Concerns and Additional Questions	Reference

4. Curriculum Plan

The Curriculum Plan section should explain not only *what* the school will teach but also *how* and *why*.

Statutory Reference(s):
s. 1002.33(6)(a)(2); s. 1002.33(6)(a)(4); s. 1002.33(7)(a)(2); s.1002.33(7)(a)(4)

A response that meets the standard will present a curriculum plan that:

Attachment: Florida Charter School Application Evaluation Instrument (3928 : Approval of University Prep Charter)
Attachment: University Preparatory Academy Evaluation (3928 : University Prep Charter)

- Provides a clear and coherent framework for teaching and learning;
- Is research-based;
- Is consistent with the school's mission, educational philosophy and instructional approach;
- Will enable students to attain Sunshine State-Common Core Standards and receive a year's worth of learning for each year enrolled; and
- Will be appropriate for all students at all levels.

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
☐	☒	

Strengths	Reference
• University Prep will review and use the District K-12 Comprehensive Reading Plan as a model to base their reading program, • Each elementary and middle school student will receive additional reading and language arts instruction daily. Middle school students will receive 112 minutes daily focusing on Reading, Writing and Language Arts. Elementary school students will receive 120 minutes of uninterrupted reading, language arts and writing daily.	Page 53 Page 53

Concerns and Additional Questions	Reference
• The school's curriculum and textbooks selections are not fully flushed-out and will need to be presented in full before a charter is negotiated. • The application states that The Common Core State Standards for grades K-8 can be found on the DOE website www.floridastandards.org. This website refers to the current 2007 NGSSS and not the Common Core State Standards (also known as 2010 Next P 72.) • Many Supplemental programs are identified as possible additional curriculum choices. It is unclear how so many can be fully implemented. During a clarification meeting the applicant discussed the training opportunities that would be infused into the school's professional development program. These issues will be resolved before a charter is finalized	

Attachment: Florida Charter School Application Evaluation Instrument (3928 : Approval of University Prep Charter)

5. Student Performance, Assessment and Evaluation

The Student Performance, Assessment and Evaluation section should define what students attending the school should know and be able to do and reflect how the academic progress of individual students, cohorts over time, and the school as a whole will be measured.

Statutory Reference(s):
s. 1002.33(6)(a)(3); s.1002.33(7)(a)(3); s.1002.33(7)(a)(4); s.1002.33(7)(a)(5)

Evaluation Criteria:
A response that meets the standard will present:

- Measurable educational goals and objectives that set high standards for student performance.
- Promotion standards that are based on high expectations and provide clear criteria for promotion from one level to the next, and for graduation (if applicable).
- Evidence that a range of valid and reliable assessments will be used to measure student performance.
- Assessment activities that are sufficiently frequent and a detailed plan to determine whether students are making adequate progress.
- Evidence that data will inform decisions about adjustments to the educational program.
- Plans for sharing student performance information that will keep students and parents well informed of academic progress.

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
☒	☐	☐

Strengths	Reference
Annual goals are specific and set appropriate goals	Page 90
Use of SAT10 to supplement FCAT	Page 90
Attendance and Satisfaction goals are appropriate	Page 91
Placement and promotion standards are appropriate	Pages 91-93
Assessment plan utilizes several alternate methods of assessment to measure baselines, monitor progress, and inform instruction	Pages 94-96
Several appropriate means of communicating student performance are outlines.	Pages 96-97

Concerns and Additional Questions	Reference
• The student information system was not identified. This issue will be resolved before a charter is finalized.	Page 96

6. Exceptional Students

Attachment: Florida Charter School Application Evaluation Instrument (3928 : Approval of University Prep Charter)

The Exceptional Students section should demonstrate an understanding of the requirements of the school to serve all students and provide a concrete plan for meeting the broad spectrum of educational needs and providing all students with a quality education.

Statutory Reference(s):
s. 1002.33(16)(a)(3)

Evaluation Criteria:
A response that meets the standard will present:

- Clear description of the levels of service the school will provide to students with disabilities.
- A clear description of how the school will ensure that students with disabilities (SWD) will have an equal opportunity of being selected for enrollment.
- An understanding and commitment to collaborating with the sponsor to ensure that placement decisions for students with disabilities will be made based on each student's unique needs.
- An appropriate plan for evaluating the school's effectiveness in serving exceptional students, including gifted.
- A realistic enrollment projection (SWD) and a staffing plan that aligns with the projection.

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
☐	☒	☐

Strengths	Reference

• The applicant provides a clear description for some of the levels of service the school will provide to students with disabilities.
  • Accurately summarizes Florida model of PS/RtI
  • Identifies accurate disciplinary protections of students with disabilities.
  • Clearly describes the service delivery model for Gifted education.
  • Identifies a realistic gifted enrollment expectation for grades K-8.
	Pages 35; 44-45; 62-63

Concerns and Additional Questions	Reference
• The applicant does not provide a clear description for some of the levels of service the school will provide to students with disabilities. ➢ Does not provide a clear description of how the school will implement state/district requirements for Gifted referral/eligibility or provide a clear description of the need to develop and implement Gifted students' Educational Plans.	Pages 101, 127 Page 102

Form Number: IEPC-M2
Rule Number: 6A-6.0786
May 2012

Attachment: University Preparatory Academy Evaluation (2736 : University Preparatory Academy)
Attachment: Florida Charter School Application Evaluation Instrument (3928 : Approval of University Prep Charter)

➢ It is unclear what Gifted curriculum guidelines will be used. • Supplemental Aides and SVES bulleted items on page 98 are confusing. • It is unclear how the school will manage Section 504 procedures and process. o The application does not describe how the school will accomplish child find, identification, and eligibility determination for the accommodations and related services that may be necessary for a student. These issues will be resolved before a charter is finalized.	Page 98

7. English Language Learners

The English Language Learners section should demonstrate an understanding of the requirements of the school to serve English Language Learner students and provide a concrete plan for meeting the broad spectrum of educational needs and providing all students with a quality education.

Statutory Reference(s):
s. 1002.33(10)

Evaluation Criteria:
A response that meets the standard will present:

- Demonstrated understanding of state and federal requirements regarding the education of English language learner students.
- Sound plans for educating English language learner students that reflect the full range of programs and services required to provide all students with a high quality education.
- Demonstrated capacity to meet the school's obligations under state and federal law regarding the education of English language learner students.

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
☐	☒	☐

Strengths	Reference
• The applicant demonstrates understanding of some state and federal requirements regarding the education of English language learner students. • Meets requirements for: o Identification, Eligibility, and Programmatic Assessment o Extension of Services in English for Speakers of Other Languages (ESOL) Program o Accommodations of the Statewide Assessment Program Instruments and Procedures for ELLs	

Attachment: Florida Charter School Application Evaluation Instrument (3928 : Approval of University Prep Charter)
Attachment: University Preparatory Academy Evaluation (3750 : University Preparatory Academy)

Attachment: Florida Charter School Application Evaluation Instrument (3928 : Approval of University Prep Charter)

Concerns and Additional Questions	Reference

• The applicant does not demonstrate a complete understanding of some state and federal requirements regarding the education of English language learner students.
  • Does not address the following:
  ○ Annual English Language Proficiency Assessment for English Language Learners.
  ○ Requirements for Exiting ELLs from the ESOL Program.
  ○ Post Reclassification of ELLs.
  ○ ELLs Who Enter School Below Grade Level.
These issues will be resolved before a charter is finalized.	

• The applicant demonstrates capacity to meet the school's obligations under state and federal law regarding the education of English language learner students.
  • Meets requirements for:
  ○ Equal Access for ELLs to Programs Other Than ESOL
  ○ ELL Committee
  ○ ELL Plan
  ○ ESOL Staff Training Requirements
  ○ Translation/ Interpretation/ Bilingual Assistance	

8. School Climate and Discipline

The School Climate and Discipline section should describe the learning environment of the school and provide evidence that the school will ensure a safe environment conducive to learning.

Statutory Reference(s):
s. 1002.33(7)(a)(7); s. 1002.33(7)(a)(11); s. 1002.33(9)

Evaluation Criteria:
A response that meets the standard will present:

- A sound approach to classroom management and student discipline.
- Legally sound policies for student discipline, suspension, and dismissal.

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
☐	☒	☐

Strengths	Reference
• The school will use the Sponsor's calendar. • The application identifies a draft guideline for consequences for misbehavior.	Pages 150-152

Concerns and Additional Questions	Reference
• The Code of Conduct is in draft stages. ➢ The Draft Student-Parent handbook states that the organization may consider recommending a student be reassigned to another school in the School District. This consequence is not identified in the consequence charts located in section 8 or on the charts in the Handbook. This is not a practice endorsed by the Sponsor. ➢ Student will be required to wear uniforms but the application does not identify how the school will address the situation when parents communicate that they cannot afford uniforms. These issues will need to be resolved, as well a review of the final Code of Conduct by PCS staff before a charter is finalized.	Page 150 Appendix Page 291 Page 150 Appendix Page 291

II. Organizational Plan

The Organizational Plan should provide an understanding of how the school will be governed and managed. It should present a clear picture of the school's governance and management priorities, what responsibilities various groups and people will have, and how those groups will relate to one another.

9. Governance

The Governance section should describe how the policy-making and oversight function of the school will be structured and operate.

Attachment: Florida Charter School Application Evaluation Instrument (3928 : Approval of University Prep Charter)
Attachment: University Preparatory Academy Evaluation (3736 : University Preparatory Academy)

Statutory Reference(s):
s. 1002.33(7)(a)(15); s. 1002.33(9)

Evaluation Criteria:
A response that meets the standard will present:

- Documentation of proper legal structure of the governing board, or a plan to organize in conformity with the laws of Florida.
- A clear understanding and description of the governing board's responsibilities.
- Evidence that the proposed governing board will contribute to the wide range of knowledge and skill needed to oversee a charter school.
- A clear, sensible delineation of roles and responsibilities in relation to governance and school management.
- A sensible method for resolving disputes between parents and the school.

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
☐	☒	☐

Strengths	Reference
The applicant plans to create a local board that would have certain responsibilities towards the success of the charter. Members of the Learning Village have had conversations with the applicant and have indicated to us that some would like to be members of the local board. If approved, this area would need clarification to ensure in the charter contract that the local board would have real impact on the operations of the school. Part of the Crowley settlement reads, " The School District also agrees to give full and prompt consideration to applications for charter schools that are located in and designed to serve student needs in the Black Community. By making this commitment, no charter school, even if located in the Black Community, shall be allowed to use race as a criteria for either permitting or excluding admission. Additionally, no such charter school will have any racial ratios or quotas imposed upon it. The School District agrees that an apparitional goal is set by the parties and by this Agreement to have at least 500 new spaces available for black students in such charter schools within five (5) years from the date of this Agreement; provided, however, that such goal is subject to full compliance with Section 1002.33, Fla. Stat., and other applicable law. Existing schools, whether or not they are now designated as Pinellas charter schools, will not be eligible for inclusion within this apparitional goal of 500 new charter school spaces. There will be no prohibition for the granting of charter schools based upon the applicant's approach to its proposed curriculum or program, provided such approach is consistent with Section 1002.33, Fla. Stat., and other applicable law. For example, a charter applicant may propose a	Pages 117-124

Attachment: Florida Charter School Application Evaluation Instrument (3928 : Approval of University Prep Charter)

fundamental program similar to the Defendant's fundamental school program." In a September 19th email from former Superintendent John Stewart to the board, Guy Burns "clarified that Learning Village did not intend to submit a charter school application in its name, but rather, intended to act as the local group together with other community based groups in support of a charter school applicant known as University Prep Academy Charter." This application meets the criteria under this Crowley. The Governing Board meets at least quarterly. The local board will meet every other month or perhaps monthly initially. All meetings will be public and noticed. It is unclear if the local board meetings will be attended by the three founding members.	

Concerns and Additional Questions	Reference
The not for profit organization does not yet have its legal status. The governing board of the applicant includes three members from Florida, none live in Pinellas County. The applicant will be known as University Prep, Inc. which is applying for a charter to operate University Prep-Pinellas. The applicant has applied for charter schools in four other districts. The Organizational chart has two boards, one is the governing board and the other is identified as the local board of directors. The application states that, "Given the importance our leadership has put on local control, we have two different types of Boards which will be involved in the operation of University Prep-Pinellas, the University Prep Governing Board, and the University Prep-Pinellas School Board of Directors." The application also states that the "School Board of Directors will operate in almost every way as a typical charter school governing board, ensuring local control and accountability for University Prep-Pinellas." It would be with the Governing Board. In two phone conferences, the applicant stated the Governing Board is responsible for the hiring and supervision of a University Prep Governing Board Representative and setting an organization budget for the statewide network. The governing board, not the local board, will set certain benchmark indicators that the Governing Board will use to evaluate the success and efficiency of each network school. The local board will report quarterly status reports to the governing board.	

Attachment: Florida Charter School Application Evaluation Instrument (3928 : Approval of University Prep Charter)
Attachment: University Preparatory Academy Evaluation (3736 : University Preparatory Academy)

The Governing Board is responsible for the school-based policies and creating budget. The initial three members of the School Board of Directors will be approved by the University Prep Governing Board. The local board is responsible for monitoring and adjusting the budget as necessary throughout the year. The local board also will be hiring the Principal, monitoring the budget and handling parent and community issues.	

10. Management

The Management section should describe how the day-to-day administration of the school's operations will be structured and fulfilled.

Statutory Reference(s):

s. 1002.33(7)(a)(9); s. 1002.33(7)(a)(14)

Evaluation Criteria:

A response that meets the standard will present:

- A management structure that includes clear delineation of the roles and responsibilities for administering the day-to-day activities of the school.
- A sound plan for the recruitment and selection of the school leader.
- A viable and adequate staffing plan aligned with the projected student enrollment.
- A sound plan for recruiting and retaining qualified and capable staff.

Meet the Standard	Partially Meets the Standard	Does Not Meet the Standard
☐	☒	☐

Strengths	Reference
The applicant has the support of the Charter School Growth Fund which is supplying at least $100,000 to assist the startup of the school. The recruitment plans for selecting a principal are acceptable.	Pages 125-129

Concerns and Additional Questions	Reference
Clarification is needed as to the delineation of roles of the governing board and local board of directors.	

Attachment: University Preparatory Academy Evaluation (3726 : University Preparatory Academy)
Attachment: Florida Charter School Application Evaluation Instrument (3928 : Approval of University Prep Charter)

11. Education Service Providers

The term "education service provider" (ESP) refers to any number of organizations that contract with the governing board of a school to provide comprehensive services. The three major types of ESPs that serve charter schools are education management organizations, comprehensive school design providers, and virtual school management organizations. The Education Service Provider section should describe, if applicable, the contractual arrangement between the school's governing board and such a provider.

Statutory Reference(s):
s. 1002.33(7)(a)(9)

Evaluation Criteria:
A response that meets the standard will present:

- A persuasive explanation of the reasons for contracting with an education service provider.
- A persuasive explanation of how the proposed relationship with the ESP will further the school's mission.
- A clear description of the services to be provided by the ESP.
- A clear delineation of the roles and responsibilities between the school's governing board and the ESP.
- A clearly defined performance-based relationship between the school's governing board and the ESP.

Not Applicable	Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
☐	☐	☒	☐

Strengths	Reference
This is similar to some of the services provided by traditional education services provider.	

Concerns and Additional Questions	Reference
The cost of these services and how the contract will be implemented needs to be clarified in the charter contract if the application is approved. Details need to be clarified on the fees paid for services and how these fees are calculated and/or adjusted.	

12. Employment

The Employment section should define the policies and procedures that frame the school's relationship with its staff.

Statutory Reference(s):
s. 1002.33(7)(a)(14); s. 1002.33(12)

Evaluation Criteria:
A response that meets the standard will present:

Attachment: Florida Charter School Application Evaluation Instrument (3928 : Approval of University Prep Charter)
Attachment: University Preparatory Academy Evaluation (3750 : University Preparatory Academy)

- A compensation plan that will attract and retain quality staff.
- Policies and procedures that hold staff to high professional standards or a sound plan for development of policies and procedures.

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
☐	☒	☐

Strengths	Reference
The school will be a private employer. University Preparatory Services, Inc. plans on contracting with an approved company for a teacher and principal evaluation system.	Pages 132-135

Concerns and Additional Questions	Reference
Staff of University Prep-Pinellas will be employees of the University Preparatory Academy, Inc. Clarification is needed on the process to use if the local board has an issue with the employees of the school.	

13. Student Recruitment and Enrollment

The Student Recruitment and Enrollment section should describe how the school will attract and enroll its student body.

Statutory Reference(s):

s. 1002.33(7)(a)(7); s. 1002.33.(7)(a)(8); s. 1002.33(10)

Evaluation Criteria:

A response that meets the standard will present:

- A student recruitment plan that will enable the school to attract its targeted population.
- An enrollment and admissions process that is open, fair, and in accordance with applicable law.

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
☒	☐	☐

Strengths	Reference
The application understands and will follow the law on enrolling of students. An adequate recruitment plan is included. Parents will not be required to sign a parent contract. The applicant states that it wants to concentrate on the student and feels that some parents of the targeted population may be unable to fulfill the requirements of a typical parent contract.	Pages 137-141

Attachment: Florida Charter School Application Evaluation Instrument (3928 : Approval of University Prep Charter)

Concerns and Additional Questions	Reference

III. Business Plan

The Business Plan should provide an understanding of how the charter operators intend to manage the school's finances. It should present a clear picture of the school's financial viability including the soundness of revenue projections; expenditure requirements; and how well the school's budget aligns with and supports effective implementation of the educational program.

14. Facilities

The Facilities section should provide an understanding of the school's anticipated facilities needs and how the school plans to meet those needs.

Statutory Reference(s):
s. 1002.33(7)(a)(13); s. 1002.33(18)

Evaluation Criteria:
A response that meets the standard will present:

- A realistic plan for acquiring a facility that is appropriate and adequate for the school's program and targeted population.
- Evidence that the school has access to the necessary resources to fund the facilities plan.

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
☐	☒	☐

Strengths	Reference
The targeted area for students is the area between Fairmount Park, Sanderlin and Melrose Elementary Schools. Zip codes of this area are included. The applicant is working with Building Hope, a not for profit foundation that supports the growth of quality charter schools. If provides financing and other business services related to building and financing charter schools. The applicant is looking to build at least a 66,000 square foot facility and is looking for an appropriate site. It is also looking for nearby green space for PE and recreational activities. It is working with a realtor. The Learning Village representatives met with staff and indicted that it would like to consider the vacant Southside Fundamental School as a site for the school. It has had communication with the	Pages 145-147

Attachment: Florida Charter School Application Evaluation Instrument (3928 : Approval of University Prep Charter)
Attachment: University Preparatory Academy Evaluation (3928 : University Prep

applicant. The applicant must have a site chosen as part of the charter contract negotiations, but does not need this to have an application approved. The backup plan is to possibly ask for a planning year. It plans to meet Florida's class size legislation.	

Concerns and Additional Questions	Reference
It mentions that the high school will eventually host competitive sports. The proposal is for a K-8 school, not a high school. The applicant clarified that in the future it may want to create a high school charter, but not in the next five years. This area need clarification as the site will be determined in the charter contract if the application is approved.	

15. Transportation

The Transportation section should describe how the school will address these services for its student body.

Statutory Reference(s):

s. 1002.33(20)

Evaluation Criteria:

A response that meets the standard will present:

- A transportation plan that will serve all eligible students.

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
☒	☐	☐

Strengths: The applicant understands and will comply with Florida law regarding transportation of charter school students. It has done some planning and anticipates transportation costs that are included in the budget.	Reference Page 149

Attachment: Florida Charter School Application Evaluation Instrument (3928 : Approval of University Prep Charter)

Concerns and Additional Questions	Reference

16. Food Service

The Food Service section should describe how the school will address these services for its student body.

Statutory Reference(s):
s. 1002.33(20)(a)(1)

Evaluation Criteria:
A response that meets the standard will present:

- A food service plan that will serve all students.

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
☒	☐	☐

Strengths: The applicant understands and will comply with Federal and Florida laws regarding food service requirements. of charter school students.	Reference Pages 151-152

Concerns and Additional Questions	Reference

17. Budget

The Budget section should provide financial projections for the school over the term of its charter.

Statutory Reference(s):
s. 1002.33(6)(a)(5); s. 1002.33(6)(b)(2)

Evaluation Criteria:
A response that meets the standard will present:

- Budgetary projections which are consistent with all parts of the application, including the school's mission, educational program, staffing plan and facility.
- A realistic assessment of the projected sources of revenue and expenses that ensure the financial viability of the school.
- A sound plan to monitor the budget and make adjustments as necessary.

Attachment: Florida Charter School Application Evaluation Instrument (3928 : Approval of University Prep Charter)
Attachment: University Preparatory Academy Evaluation (3736 : University Preparatory Academy)

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
☐	☒	☐

Strengths	Reference

Concerns and Additional Questions	Reference
Enrollment projections seem high. What is the contingency for less than anticipated enrollment? Projecting enrollment of 6.54% of available local population. Facility lease of more than $500,000 seems high.	Pages 153-161

18. Financial Management and Oversight

The Financial Management and Oversight section should describe how the school's finances will be managed and who will be responsible for the protection of student and financial records.

Statutory Reference(s):

s. 1002.33(6)(a)(5); s. 1002.33(7)(a)(9); s. 1002.33(7)(a)(11)

Evaluation Criteria:

A response that meets the standard will present:

- A clear description of how the school's finances will be managed. The description must include assurances that the governing board retains ultimate control over the school's finances.
- A clear description of strong internal controls. The system of internal controls must be sufficient to safeguard finances.

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
☐	☒	☐

Strengths	Reference

Concerns and Additional Questions	Reference
Records need to be stored not only in locked area but also need to be water and fireproof. The business plan should state that capital assets purchased using other than state dollars may be sold with either the Principal or Board of Directors approval. Assets purchased using FEFP or state dollars would require approval from the district.	Pages 163-165

Attachment: Florida Charter School Application Evaluation Instrument (3928 : Approval of University Prep Charter)

19. Action Plan

The Action Plan should provide a clear roadmap of the steps and strategies that will be employed to prepare the school to be ready to serve its students well on the first day of operation.

Statutory Reference(s):

s. 1002.33(7)(a)(16)

Evaluation Criteria:

A response that meets the standard will present an action plan that:

- Provides a thoughtful and realistic implementation plan that covers major operational items and provides flexibility for addressing unanticipated events.

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
☒		☐

Strengths	Reference
The applicant has provided a time frame for the school start up.	Pages 167-168

Concerns and Additional Questions	Reference

Attachment: Florida Charter School Application Evaluation Instrument (3928 : Approval of University Prep Charter)