

Pinellas County Schools

Regular School Board Meeting

Tuesday, April, 23, 2013 5:30 PM

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. Reverend Abhi Janamanchi, Unitarian Universalist Church, 2470 Nursery Road, Clearwater 33764***

III. Pledge of Allegiance

A. National Anthem

B. Video: New Beginnings: ESE Students Give Discovery Room a Spring Spruce-Up

IV. Introduction of Professional and Community Organization Reps

A. Melanie Marquez Parra - Public Information Officer

V. Presentation by Student Rights and Responsibilities

A. Dunedin High School

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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 23, 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 superintendent's 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 District. 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.

Revised 9/27/12

XIV. Public Comments

SCHEDULED

RECOGNITION (ID # 3942)

April 23, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Recognition of Young Hero Awards, Presented by Valerie Brimm, Ed.D.,
Director, Strategic Partnerships

Young Hero Award winners distinguish themselves in many ways. They have overcome homelessness to excel in academics. They have raised thousands of dollars for cancer research. They have nursed sick parents and siblings. They have given back hundreds of community service hours to help others who could not help themselves. This represents just a few of our past Young Hero Award recipients.

This month we will honor three students for 2nd semester; Ishan Mandani, Curley "CJ" Jones, and Kathleen Brunner. These students have demonstrated excellence through their contributions to the community and by their deeds and strength of character. They will be recognized through video, print and web. Through the generosity of Robert McIntyre, chairman and CEO of DITEK, the Young Heroes Award recipients will receive a \$500 award.

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

04/23/13 05:30 PM

Regular School Board Meeting301 Fourth Street SW
Largo, FL 33770**Pinellas County
Schools****SCHEDULED****RECOGNITION (ID # 3943)**

April 23, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Recognition of Aadith Moorthy for Achieving a Perfect Score on the SAT,
Presented by William Lawrence, Associate Superintendent for Teaching and
Learning Services

The College Board SAT test is one of the benchmark college entrance examinations used by colleges and universities to assess readiness for college. The SAT tests student knowledge in reading, math, and writing with a perfect score of 800 in each subject. Aadith Moorthy achieved a perfect score on each section achieving a perfect 2400, the only Pinellas student of over 2100 juniors and seniors to take the SAT this year. Aadith is currently and junior at Palm Harbor University High School in the International Baccalaureate program and plans to attend an Ivy League University after graduation and research alternative energy. Aadith volunteers at elementary schools to lead afterschool Science, Math, Engineering and Technology extracurricular activities to help younger students prepare to be equally successful. The Board may remember Aadith as the winner of the 2010 National Geography Bee when he was also recognized by the School Board.

Tonight we recognize Aadith for this rare and outstanding accomplishment and provide him the brief opportunity to share his strategies for other Pinellas students to prepare for the SAT and demonstrate readiness for college.

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

SCHEDULED

PRESENTATION (ID # 3958)

April 23, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

FROM: MICHAEL A. GREGO, SUPERINTENDENT OF SCHOOLS

SUBJECT: Presentation of Pinellas Council for Social Studies Teacher of the Year Winners,
Presented by Linda Whitley, Specialist, K-12 Social Studies

The Pinellas Council for the Social Studies has announced its three nominees for the Florida Council for the Social Studies (FCSS) Teacher of the Year recognition program.

Florida Council for the Social Studies is a professional organization of Social Studies educators striving to maintain and enhance the importance of Social Studies in Florida education. The organization, along with the National Council for the Social Studies, sponsors annual conferences to promote public awareness of Social Studies education.

Linda Smith, President, Pinellas Council for Social Studies will present this years district winners.

- **Jennifer McCafferty**, a fifth-grade Reading, Writing and Social Studies teacher at Marjorie Kinnan Rawlings Elementary School in Pinellas Park.
- **Teresa Bergstrom**, a seventh-grade and eighth-grade Social Studies, History and Geography teacher at Dunedin Highland Middle School.
- **Richard Cross**, a ninth-grade teacher at Pinellas Park High School's Criminal Justice Academy.

The teachers will be honored at an awards banquet at the Holocaust Museum in St. Petersburg on May 13 and at the annual FCSS social studies conference in October.

SUBMITTED BY:

William Lawrence, Associate Superintendent, Teaching & Learning Services

04/23/13 05:30 PM

Regular School Board Meeting301 Fourth Street SW
Largo, FL 33770**Pinellas County
Schools****SCHEDULED****RECOGNITION (ID # 3936)**

April 23, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Recognition of Finalists and Semifinalists for 2012-2013 Outstanding Educator Recognition Program, Presented by Lisa Grant, Director, Professional Development

This year, 72 talented educators from Pinellas County Schools were nominated for the Outstanding Educator Recognition Program. The process is an extensive one that recognizes educators for their excellence in the field of public education and their dedication and commitment to our mission of 100 percent student success.

Following a paper screening by a committee of judges including principals, assistant principals, and district supervisors, 12 semifinalists, three from each of the four areas were selected. Finalists were chosen by three-member judging teams consisting of administrators and a business community leader, who observed and interviewed the semifinalists in their classrooms and then selected one finalist from each region. Added this year were two wildcard finalists, bringing the total number of finalists to six. The six finalists were observed and interviewed again in their classrooms and one educator was named the Outstanding Educator of the Year and will represent Pinellas County in the Florida Department of Education Macy's Teacher of the Year Program scheduled later this year.

The 2012-2013 Outstanding Educator was announced during the Evening of Excellence celebration at Ruth Eckerd Hall in Clearwater on Monday, February 25, 2013. The Outstanding Educator Award is a collaborative effort implemented by the Department of Professional Development, the Office of Strategic Communications, and the Pinellas Education Foundation.

We are extremely proud of all of our educators in Pinellas County and are pleased to introduce these outstanding semifinalists and finalists of the education profession.

Semifinalists:

William Barlow	Teacher, Grades 4-7 at James B. Sanderlin IB World School
Michelle Brennan	Fourth Grade Teacher at Safety Harbor Elementary School
James Gill	Guidance Counselor at Seminole Vocational Education Center
Christine Joseph	Second Grade Teacher at Skycrest Elementary School
Debra Maccini	Kindergarten Teacher at Douglas L. Jamerson Elementary School
Dan Regan	Criminal Justice Teacher at Pinellas Park High School

Finalists:

Jennifer Anderson	Language Arts & Reading Teacher at East Lake High School
Becky Bride	Math Teacher at Palm Harbor University High School
Krista Kelleher	Autism Spectrum Disorder Teacher at Sawgrass Lake Elementary School
Jennifer Klimis	K-5 Gifted Program Teacher at Tarpon Springs Fundamental Elementary

Jean Wark Kindergarten Teacher at Perkins Elementary School

2012-2013 Pinellas County Schools Outstanding Educator:

Joanne Wright Reading Teacher at Safety Harbor Middle School

SUBMITTED BY:

Ron Ciranna, J.D., Chief Human Resources Services

SCHEDULED

REQUEST FOR APPROVAL (ID # 3944)

April 23, 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 7300 – PROPERTY CUSTODIANSHIP AND INSURANCE (This is the second reading.)

BACKGROUND:

Pursuant to Chapter 120, Florida Statutes, an amendment to policy (rule) is being proposed regarding Policy 7300 – PROPERTY CUSTODIANSHIP AND INSURANCE. This is the second reading of the proposed amendment to policy. There have been no changes since the first reading. No economic impact is expected.

This amendment changes the description for the process of district reimbursement for lost or damaged property or equipment because the procedure has changed.

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. 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 procedures for reimbursement for lost or damaged property or equipment have been changed. This amendment aligns the policy with other policies and procedures.

IMPACT STATEMENT:

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

DATA SOURCES:

David Koperski, School Board Attorney - reviewed as to form and legality
Mary Beth Corace, Ph.D., Director, Strategic Planning and Policy

SUBMITTED BY:

William Lawrence, Associate Superintendent, Teaching and Learning Services

ATTACHMENTS:

- Unfinished Business - Policy 7300 Property Custodianship and Insurance (2nd read) (PDF)

7300 - PROPERTY CUSTODIANSHIP AND INSURANCE

Insurance

The School Board is self-insured for property losses to its buildings, equipment, and other property as reported on the principal's inventory and fixed assets inventory. The Board maintains a conventional property insurance program for losses to real and business property.

Custodianship

A. Responsibility of the Superintendent

The Superintendent shall act for the Board as custodian of Board property and shall recommend to the Board such programs ~~and procedures~~ as are necessary to protect adequately against loss or damage to Board property and against loss resulting from any liability for which the Board or its officers, agents, or employees may be responsible under law.

B. Responsibility of Principal, Director, and Department Head

The principal, director, department head, or other employee so designated by the Superintendent is responsible for all Board-owned property and equipment assigned to the work site or department over which that employee has responsibility.

C. Delegation of Responsibility

The principal, director, department head, or other employee so designated by the Superintendent may delegate the responsibility to employees under their supervision.

D. Responsibility for Lost or Damaged Property or Equipment

Employees may be held personally accountable for property or equipment assigned to them for use in the normal course and scope of their employment, or temporarily checked out to them for use as needed in the course and scope of their employment.

A Lost Property and Equipment Review Committee shall be appointed by the Superintendent for the purpose of reviewing instances of loss or damage to Board-owned property or equipment. If the Lost Property and Equipment Review Committee determines that the employee was negligent by not adequately securing or otherwise reasonably safeguarding the property or equipment against loss, damage, or theft then the employee will be required to reimburse the District for the amount of the actual damages incurred.

~~If reimbursement is required, arrangements for payment that are acceptable to the Superintendent must be made within two (2) weeks following the committee's decision. At the employee's option, reimbursement may be made by check or through automatic payroll deduction. An extended repayment plan may be arranged in cases of extenuating circumstances.~~

~~The employee shall have five (5) days from the committee's determination to appeal the determination to the Superintendent who shall afford the employee with a reasonable opportunity to be heard. The decision of the Superintendent shall be final.~~

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2 F. S. 1001.42, 1001.51
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4

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6 Approved as to form and legality:
7

8 
9 _____
10 School Board Attorney

SCHEDULED

REQUEST FOR APPROVAL (ID # 3956)

ATTACHMENTS:

- Regular Meeting 4-9-13 (PDF)
- w13Apr2 (PDF)

Regular School Board Meeting

Tuesday, April, 9, 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. Lenore Faulkner

Ms. Faulkner addressed the Board to say that she is the activist for education excellence in middle schools and for a world class career technical school at Pinellas Park Middle School. Ms. Faulkner stated that she will fight for excellence in education till she dies.

2. Thomas Hunter

Mr. Hunter addressed the Board to say that his children attend Madeira Beach Fundamental School; and, to say that parental involvement is important for the academic success of students.

3. Thomas Kinem

Mr. Kinem addressed the Board to say that he is experiencing difficulty in scheduling a meeting with Dr. Grego. Dr. Grego shared with the Board that he has, in fact, met with Mr. Kinem.

4. Joe Morgan

Mr. Morgan addressed the Board to share that some bus drivers experience resistance when asking to use the closest restroom at certain schools. Mr. Morgan also shared information regarding his step-daughter's experience of being bullied while attending a school in Pinellas.

Mrs. Lerner stated that the bathroom issue had been reviewed and resolved, unless something new has occurred.

5. Michael Schaefer

Mr. Schaefer addressed the Board to say that he is a student at St. Petersburg College, Public Policy Program; that he has reviewed the policy related to the transportation of students; and, that he believes that all elementary school students should receive transportation from the district to their respective schools.

Attachment: Regular Meeting 4-9-13 (3956 : Approval of Minutes)

6. Kim Black

Ms. Black, PCTA, addressed the Board to share that Dr. Grego and the PCTA leadership were involved in a productive meeting last week; and, to share that with less than eight weeks left in the school year, teachers are experiencing a lot of pressure. Ms. Black stated that there is a committee working on the issue of chronic absences for students; and, that she is looking forward to the Board's discussion on issue.

7. Mark Klutho

Mr. Klutho addressed the Board to say that an article recently reported that the school district will be looking at school staffing but that they can't even get the lighting right in buildings. Mr. Klutho stated that money is being wasted.

8. Taurean Mathis

Mr. Mathis, School Resource Officer, Tarpon Springs High School, addressed the Board to say that he is a student at St. Petersburg College and that he has been compiling research regarding the graduation rate for African-Americans. Mr. Mathis stated that in his research, he looked at various programs to see what is working. Mr. Mathis stated that the district should look at how to increase the number of African-American teachers; and, provided each Board Member with a copy of some of his research.

There were no additional presentations from the audience; and, this session ended at 10:25 a.m.

Regular School Board Meeting

Tuesday, April, 9, 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 April 9, 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	

Attachment: Regular Meeting 4-9-13 (3956 : Approval of Minutes)

II. Amendments to the Agenda

At this time, Dr. Grego shared with the public the following changes to made to the agenda:

Consent Item #3, page 63 - Correction in effective date contained in the subject line, replacing 2012 with 2013

Consent Item #2, page 38 - Remove the name of Michelle D. Tannoia, page 38. A recommendation will be brought back to the Board at a later date.

Consent Item #6, Recommendation to Dismiss Ms. Belinda Ivey - This employee has requested an administrative hearing; and, the Superintendent's recommendation is changed to Alternative #2, to read, as follows: 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.

Nonconsent #3, page 425, Amendment to Increase Enrollment at Pinellas Preparatory Academy Charter School - The final document has not been received by the Superintendent; therefore, this item is being **withdrawn** from the agenda.

Mrs. Cook stated that, as Chairperson, she finds good cause to amend the agenda by adding the finalized contract including Appendix II to Nonconsent #6, Five-Year Charter School Agreement with University Preparatory Academies, Inc., for University Preparatory Academy Charter School.

III. Invocation

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

The Invocation was delivered by Father Pecchie.

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 district's chorus and orchestra teachers performing the National Anthem.

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

A video was shown highlighting the additional support being provided to four high schools and three elementary schools through the SIG (School Improvement Grant) funds.

V. Introduction of Professional and Community Organization Reps

A. ***Melaine Marquez Parra - Public Information Officer***

Ms. Marquez Parra introduced the following individuals: Kimberly Black, PCTA; Bruce Proud, PCTA/PESPA; Cindy Ehrenzeller, PCCPTA; Rick Davis, COQEBS; Cara Fitzpatrick, The Tampa Bay Times; and, Anastasia Dawson, Tampa Tribune.

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

VI. Presentation by Student Rights and Responsibilities

A. *Dixie Hollins High School*

Al Collazo, Jann Ngo and Natalia Pastwa, Students Rights and Responsibilities representatives from Dixie Hollins High School, addressed the Board to share information regarding programs and achievements taking place at their school.

VII. Public Comments on Agenda Items

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

1. Mark Klutho

Consent Item #17, #18, #20 - Mr. Klutho addressed the Board to express his dissatisfaction with these projects.

Nonconsent Item #2, #3, #4 - Mr. Klutho stated that charter schools siphon money from our schools system.

2. Jane Cerulli

Consent #21 - Ms. Cerulli, student at St. Petersburg College, addressed the Board to encourage their support of this item since it will help provide safety for these organizations.

3. Guy Burns

Nonconsent Item #6 - Mr. Burns, Legal Counsel for University Preparatory Academy Charter, addressed the Board to report on the real estate component of the University Preparatory Academy situation. Mr. Burns shared that the Board had given a head-nod at a workshop to set the asking price of \$1.1M for the Southside Fundamental property; and, that his client is still interested in purchasing the property at that price. Mr. Burns continued by sharing three points that the funding source has asked to have included in the contract.

VIII. Adoption of Agenda

Dr. Grego stated that he is withdrawing the following items from this agenda:

Consent Item #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.

Consent Item #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.

Mrs. Wikle requested that such items in the future not be presented under the Consent agenda.

Mr. Koperski stated that the recommendation in Nonconsent #6 has been changed to add the date of the April 23rd meeting. This item will read as follows: 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 at the April 23, 2013 Board Meeting.

Mrs. Lerner expressed her concern that approving the charter agreement in Nonconsent #6 without the address being finalized would be setting a bad precedent.

PULL: Consent Item #13

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

IX. 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

Ms. Bonnie Kelly, accompanied by Ms. Adele West-Fisher, PALMS President and Library Media/Technology Specialist at Lealman Avenue Elementary School, presented the Proclamation designating the month of April 2013 as School Library Media Month.

Mrs. O'Shea read the Proclamation aloud.

It was moved by Ms. Flowers, seconded by Mrs. Wikle and carried with a 7-0 vote to adopt the Governor's Proclamation designating the month of April 2013 as School Library Media Month.

Ms. West-Fisher addressed the Board to invite them to the Education Media Awards on May 8th and 9th; and, to the Battle of the Books May 14th-17th.

X. 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.)

The following individuals addressed the Board:

Bruce Proud

Mr. Proud, PCTA, addressed the Board to state that this policy change is not profound or unique; but, that it is a change in how probationary employees are handled. Mr. Proud stated that he wants to make sure that the level of review for these employees remains once

the authority has shifted. Mr. Proud added that he is confident that the care will remain with Dr. Grego.

Linden Brown

Mr. Brown addressed the Board to request that the Board reconsider this policy; and, to state that there should be some checks and balances in the process. Mr. Brown expressed his concern regarding the appeal process when an employee is sent to OPS (Office of Professional Standards). Mr. Brown thanked Mr. Bessette for the changes he had made in the bus compound; and, shared that the issue of bus drivers being allowed to use the closest restroom continues to exist at some schools.

Mark Klutho

Mr. Klutho stated that the word, irregardless, used by the Superintendent is not a word and questioned the judgment that he would be providing.

Following the speakers from the audience, Dr. Grego and Ms. Laurie Dart presented an overview of the proposed changes to these policies.

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

XI. Consent

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

1. Approval of Minutes: to Approve the Minutes of the Regular Meeting of March 12, 2013; And, the Workshop of March 12, 2013
Approved, as submitted.
2. Request Approval of Personnel Recommendations
Approved, as amended during the Amendments to the Agenda, Item II. (Copy to be found in Supplemental Minute Book #148.)
3. Request Approval to Revise And/Or Create the Following Job Descriptions, Which Will be Effective July 1, 2012
Approved, as submitted.
4. Request Approval of 2013/2014 Property, Boiler & Machinery Insurance Program
Approved, as submitted.

5. Request Approval of the Recommendation to Dismiss Mr. Lenard Allen, Sr., Employed as a Bus Driver with Transportation Department
Approved, as submitted. (Copy to be found in Supplemental Minute Book #148.)
6. Request Approval of the Recommendation to Dismiss Ms. Belinda Ivey, Employed as a Bus Driver with Transportation Department
This employee has requested an administrative hearing; and, the Superintendent's recommendation is changed to Alternative #2, to read, as follows: 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.
7. Request Approval of the Following Special Projects:
Approved, as follows:
A. Amendment (additional funds) to Title III, Part A - English Language Acquisition Grant
\$65,774.44 Additional (new total: \$699,340.26)
8. Request Approval of Budget Amendment No. 5 (January 2013) to the District's 2012/13 Budget
Approved, as submitted.
9. Request Approval of the Financial Statements for the Month Ending January 31, 2013 for Fiscal Year 2012/13
Approved, as submitted.
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
Approved, as submitted.
11. Request Approval of the Annual Agreements for Advancement Via Individual Determination (AVID) Program Licensure, Materials, and Professional Development
Approved, as submitted. (Copy to be found in Supplemental Minute Book #148.)
12. Request Approval of the Health Agreement Between BayCare Health Systems, Inc. And the School Board of Pinellas County
Approved, as submitted. (Copy to be found in Supplemental Minute Book #148.)
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
Approved, as submitted.
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.
This item was **withdrawn** from the agenda during the Adoption of the Agenda, Item VIII.

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.
This item was **withdrawn** from the agenda during the Adoption of the Agenda, Item VIII.
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
Approved, as submitted. (Copy to be found in Supplemental Minute Book #148.)
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
Approved, as submitted. (Copy to be found in Supplemental Minute Book #148.)
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
Approved, as submitted. (Copy to be found in Supplemental Minute Book #148.)
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
Approved, as submitted. (Copy to be found in Supplemental Minute Book #148.)
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
Approved, as submitted. (Copy to be found in Supplemental Minute Book #148.)
21. Request Approval of Vehicle Use Agreements to Non-Profit Organizations for a Period of One Year
Approved, as submitted. (Copy to be found in Supplemental Minute Book #148.)
22. Request Approval of Reimbursement of Isolated Transportation for J.J. During the 2012/2013 School Year
Approved, as submitted.
23. Request Approval of Selling the District's Surplus and Obsolete Equipment on the PublicSurplus.Com Internet Auction Site
Approved, as submitted.
24. Request Approval of Selling Surplus and Obsolete Food Service Equipment on the PublicSurplus.Com Internet Auction Site
Approved, as submitted.
25. 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.)

XII. Consent Agenda - Items Pulled

1. Consent Item #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

Mrs. Lerner, having pulled this item, stated that she does not see any reason for the Board to approve this item until the items that were removed from this agenda, Consent Items #14 and #15, are brought back for action at a later Board meeting. Discussion by Dr. Grego and Mr. Bessette followed. Dr. Grego stated that he will be happy to **withdraw** this item from this agenda and bring it back at the same meeting that Consent Items #14 and #15 are brought to the Board.

RESULT: WITHDRAWN

XIII. 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.)

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

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

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

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

This item was removed from the agenda during the Amendments to the Agenda, section II.

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

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

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

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

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

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

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

A motion was placed on the table by Mrs. O'Shea and seconded by Mrs. Krassner to approve the charter agreement to read as follows: 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 at the April 23, 2013 Board Meeting.

Mrs. Lerner stated that she supports the charter but explained why she will be voting against this item.

Discussion followed by Board Members, Mr. Koperski and Dr. Grego.

Dr. Grego stated that he will **withdraw** this item and bring it back to the Board with the associated items pulled earlier in this meeting.

Mrs. O'Shea withdrew her motion: and, Mrs. Krassner withdrew her second of the motion to approve this charter.

RESULT: **WITHDRAWN**

XIV. New Business

A. *Items Introduced by Superintendent*

Dr. Grego's report included the following:

- 1) Shared that the attendance committee is going forward and that he has expressed to staff that the lack of interruption is important for the next few weeks.
- 2) Announced that Northeast High School's Academy of Finance has earned one of the highest scores on an assessment conducted by the National Academy Foundation. Dr. Grego stated that this academy has been named as a distinguished academy and recognized as a shining example of what can be accomplished when districts and schools link education and business to benefit their students.

- 3) Acknowledged the passing of Mr. Matt Fischer, former school district employee whose last administrative job was director of SVEC.
- 4) Congratulated Aadith Moorthy, a junior at Palm Harbor University High School, who achieved a perfect SAT score. Dr. Grego stated that he will be bringing this student to a future Board meeting for recognition.
- 5) Shared briefly on the number of meetings and events he has attended, i.e., parent meetings at Clearwater Fundamental, the NOPE (Narcotics Overdose Prevention & Education) meeting at Largo High School, leadership of the Suncoast YMCA meeting held at East Lake High School and the Yes I Can Breakfast. Dr. Grego also shared the names of the several schools he has had the opportunity to visit.
- 6) Stated that he will be attending the FAST meeting on April 16th; that he will continue conducting the parent cadre meetings; and, that he will be speaking at the upcoming 2013 Education Symposium to be held at Tropicana Field on April 25th.

B. *Items Introduced by School Board Attorney*

Mr. Koperski stated he had no report.

C. *Items Introduced by the Board*

Ms. Flowers - 1) Shared that today is the Mayor's Day of Service and that one of his cadres is education. 2) Shared that FSBA provided a wonderful training on Common Core. Ms. Flowers stated that those Board Members who attended the training brought some great information back that they will share with those who were unable to attend. 3) Thanked the Board, Dr. Grego, Mr. Bessette and the staff who helped schedule the How to Do Business with Pinellas County Schools session at Lakewood CAT on April 15th. 4) Shared that she visited pTEC St. Petersburg yesterday and met with David Barnes and Carl Lavender. Ms. Flowers stated that she's very excited to see the changes that are taking place on that campus.

Mrs. Wikle - 1) Requested that the Board receive data on programs prior to being asked to approve a contract for the same program. 2) Gave a shout-out to students and teachers for the upcoming FCAT next week. Mrs. Wikle stated that she will be praying for them.

Mrs. Krassner - 1) Shared that she visited Tyrone Middle School and watched a first-year language arts teacher lead students in a spirit event. 2) Wished students good luck with their FCAT testing.

Ms. Clark - 1) Shared that the Board visited Tallahassee recently and had the opportunity to speak to many of our legislators regarding education issues. Ms. Clark congratulated Senator Fasano and Representative Hooper for crossing party lines and voting against the Parent Trigger Bill.

Mrs. Lerner - 1) Shared that she had the privilege of knowing Mr. Matt Fischer through his years in the district. Mrs. Lerner stated that Mr. Fisher was so happy to be involved with students and that his passing is a great loss. 2) Stated that she has started looking over the climate survey and questioned whether the comments will be included with the results. Dr. Grego stated that he will check on that and update the Board. 3) Stated that she completed and distributed two workshop topic request forms. Mrs. Lerner stated that one is requesting a

thorough budget discussion by the Board and Superintendent, an opportunity for the Board to share their priorities. Mrs. Lerner stated that the other request form describes her request for a discussion on effective programs and resources for our most chronically disruptive students. Board Members agreed to have both topics scheduled for workshop discussions. Dr. Grego, during Mrs. O'Shea's report, stated that the May 14th workshop would be a good date to schedule a budget discussion.

Mrs. O'Shea - 1) Questioned what could be done to increase the number of students enrolling in the Summer Bridge program. Dr. Grego shared that enrollment has been reopened; and, that more students are being enrolled, possibly because we are getting closer to the time the program will begin. Dr. Grego shared information on the additional efforts taking place to increase enrollment numbers for this program. 2) Shared an article from Florida Trend magazine that reported Dr. Grego is a "person to watch." Mrs. O'Shea will place this magazine in the Board Office. 3) Stated that we had many speakers during today's comments from students at St. Petersburg College. Mrs. O'Shea explained for the public that these students are from the Public Policy class there; and, they are required to pick a topic to discuss at one of our meetings as part of their course study.

Mrs. Cook - 1) Shared that she, too, attended the Common Core seminar and that the material presented was geared toward what Board Members need to know on this subject. Mrs. Cook requested that Board Members send their questions pertaining to Common Core into Mrs. Beaty; and, that she will then work with Dr. Grego to determine which questions could receive a written answer and which questions should be scheduled for a workshop discussion.

D. Review of Board Requests

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

- 1) The specific date that the formative data on AVID will be available will be shared with the Board.
- 2) Comments submitted by employees during their taking of the climate survey will be added to the website.

E. School Board Meeting Evaluation

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

Pluses

- Well run with difficult issues
- Preemptive pulling of items
- Laurie Dart and Dot Clark

Opportunities

- Audio issues with front speakers
- Timing on videos

XV. Adjournment

There being no further business to be brought before the School Board, this meeting adjourned at 12:34 p.m.

Chairperson

Superintendent and Ex Officio Secretary

Public Comments

There were no individuals wishing to speak to the Board at this time.

SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA WORKSHOP – April 2, 2013

The School Board of Pinellas County, Florida, conducted a workshop on Tuesday, April 2, 2013 at 9:00 a.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.

During the review of the agenda, the topic of budget update was added
The following topics were discussed:

- **Sale of Southside Fundamental Property** – Mr. David Koperski stated that an agreement has been reached between parties on the Southside Fundamental property; that the sale price of \$1.1M was agreed upon; and, that the finalized agreement will be brought to the Board for their action at the April 9, 2013 Board meeting. Mr. Koperski explained that the agenda items are written as to be contingent upon each other, thus requiring the approval of the Board on all pieces associated with this property. Discussion followed by Board Members, Mr. Koperski and Mr. Bessette. Later in this workshop, Mr. Koperski supplied the Board with an electronic version of the contract for their review.
- **Property Proposals** – Mr. Bessette, accompanied by Ms. Deborah Forster, provided an update on the following three pieces of district-owned property and received direction from the Board, accordingly: 1) Fisher Road/County Road 39 – This piece was appraised at \$1.9M; and, it will be placed on the market in accordance to the cost suggested by the broker of \$2.75M. 2) North Ward-St. Pete – Mr. Bessette and staff have been approached by several interested parties; it was last appraised in 2007 at \$1.3 - \$2.0M; another appraisal will be performed; and, a recommendation from our broker on this property will be brought back to the Board for further discussion. 3) Palm Harbor Elementary - This piece has multiple interested parties, Ms. White being one; an appraisal will be performed; Dr. Grego will visit that site; and, discussions will continue with Ms. White.
- **AdvancED Accreditation** – Dr. Grego, Mr. Bill Lawrence, Dr. Mary Beth Corace and Ms. Judith Vigue presented information to the Board regarding the district's accreditation process that is designed to enhance alignment of strategic planning, school improvement planning and district support.
- **Budget Update** – The Area Superintendents – Dr. Bill Corbett, Dr. Barbara Hires, Mr. Ward Kennedy and Ms. Pat Wright – presented an update to the Board on the efforts to build the district's budget for 2013-14 school year. Mrs. Lerner stressed the need for the Board to see a true staffing model for schools, especially for those that are not quite Title I schools but have a struggling student population. Dr. Hires stated that the new staffing model will be forwarded to the Board. Ms. Flowers stressed the importance of a plan for

communication to parents regarding any changes. Dr. Grego announced that the staffing model for Media Specialist is being returned to its previous model. Dr. Grego explained that the new process for building the budget calls for the Area Superintendents to be more fiscally responsible regarding the dollars that are going to their respective schools. Dr. Grego explained that the Area Superintendents are conducting face-to-face meetings with each of their principals in order to build their school budget by discussing the financial needs and spending for their respective school.

- **Alternative Ed/Dropout Prevention** – Mr. Bill Lawrence, accompanied by Ms. Diana Lenox, presented the plan to enhance both alternative education and dropout prevention programs in our district. Ms. Flowers requested data on the “.5” programs. Mrs. Lerner requested a discussion be scheduled on the district’s plan to address chronically disruptive students. Mrs. O’Shea stated that truancy is another issue of concern among teachers. Mrs. Wikle suggested that the name, Dropout Prevention, be changed. Dr. Grego shared that some of our vacated schools are being looked at to house dropout prevention programs.
- **DMAC – Changes in Policies** – Mr. Koperski provided an overview of the proposed changes in Policy 2130 that resulted from changes approved by members of DMAC. This amendment will be presented to the Board at their April 9, 2013 Board meeting.
- **Transportation Study** – Dr. Grego, Mr. Michael Bessette and Mr. Rick McBride provided the Board with an overview of the Feasibility Study for Student Transportation Services provided by STA. Mrs. Wikle stated that she requested this information since she had been told that we should outsource the transportation of our students and to allow for this type of conversation. Discussion followed. The Board will be provided with a one-page executive summary that will better explain this report for the public.
- **Job Descriptions** – Dr. Ron Ciranna presented the job descriptions that will be placed in the April 9, 2013 agenda book.
- **Board Attorney’s Evaluation Process** – Mr. Koperski provided the Board with his proposed 2012-13 evaluation instrument. Mr. Koperski stated that some of the indicators have been slightly changed; and, that Dr. Ahmadi will be sending this instrument to the Board for completion according to the prescribed timeline. Mrs. Cook suggested, and Mrs. O’Shea agreed, that language be added that would require a Board Member to include a brief explanatory statement to any performance standard that they rated as a 1 or a 2.
- **Leadership Discussion:**
 - **Superintendent’s Update** –
 - 1) Shared with the Board his proposed changes to the organization chart. Dr. Grego shared that his intent is to add the following new positions to the organization: Deputy Superintendent, Associate Superintendent, Student and Community Support Services; Executive Director, Elementary Education; Executive Director, Middle Education; and, Executive Director, High Education. Dr. Grego shared those job descriptions with the Board, as well as information pertaining to positions that are being proposed to be eliminated. Discussion followed by Board Members, Dr. Grego and Dr. Ciranna.
 - 2) Stated that it has been suggested that a facilitator, specifically Dr. Corace, be scheduled for the upcoming joint meeting between the County Commission, Juvenile Welfare Board, the School Board and their respective executive directors. Board Members agreed; and, an invitation was extended to Dr. Corace which was accepted.

- 3) Provided the Board with a “Middle of the Session Report” that identifies the main education bills that have received some attention during the first four weeks of the 2013 Legislative Session.
 - 4) Provided the Board with an update on the Summer Bridge program. Dr. Grego stated that he will be meeting with church leadership in south county because he is very disappointed in the enrollment numbers in that area. Dr. Grego stated that this has been a huge undertaking and commended staff for their efforts. Mrs. Lerner stated that she will be attending the COQEBS meeting tomorrow and requested a one-page summary of the Summer Bridge opportunity that she can share with the members of that group. Dr. Grego stated that Ms. Winchester will provide the Board with that document. Both Mrs. Lerner and Mrs. Krassner stressed the need to thoroughly work this information into the neighborhoods.
 - 5) Provided the Board with updated information on Florida’s CCSS (Common Core State Standards) Timeline.
 - 6) Shared that efforts are taking place to have a job fair for teachers in June.
 - 7) Shared that there will be another Executive PASS Orientation Session this coming Thursday. Dr. Grego invited the Board Members to stop by.
 - 8) Stated that a date is being set for the IT review and that the Board will be notified of the roll-out process. Dr. Grego shared that this review will include the IT arm of the Savings for Classrooms report. Dr. Grego stated that the Board Members will receive a summary of the review and may wish to schedule a workshop discussion.
 - 9) Shared the list of schools that he plans to visit this week and that he will be speaking at the Suncoast YMCA meeting this Thursday evening.
- **Ms. Clark** – Provided a brief overview of the Board’s efforts while attending the FSBA Days in the Legislature.
 - **Mrs. Wikle** - Shared the topics that were discussed during the FSBA Board of Directors meeting, also held in Tallahassee.
 - **Mrs. Cook** – Reminded the Board Members of the following items: The FSBA survey is to be completed and returned by this Friday, in order for the results to be incorporated into the upcoming Master Board Training; Board Members, if they haven’t already, should give the cost for their Bosses Night dinner to Dianna Frazier today; and, the student recognition event is scheduled for next Tuesday, April 9th, with a reception following.
 - **Mrs. Cook** – Shared that Dr. Jeff Walker is being recognized for his contributions to and support of the arts. Mrs. Cook questioned whether the Board would like a congratulatory letter sent to him: Board Members responded affirmatively.
 - **Mrs. Cook** – Questioned whether the Board wanted to pay for an ad to be placed in the program for the upcoming NAACP banquet: Board Members responded in the negative.
 - **Mrs. Lerner** – Distributed to the Board information on the 2013 Annual Child Abuse Prevention Conference being held on April 18, 2013.
 - **Mrs. Wikle** – Suggested that the Board Members find a team shirt to purchase and take to the Master Board training. Discussion followed and a decision was made to have their theme focused on the Rays.
 - **Mrs. Lerner** – Distributed a letter she had received that stressed the need for the Board to address “chronically misbehaving students” and to provide alternative classroom settings for these students. Discussion followed by Dr. Grego and Board Members. Dr. Grego will speak with the Area Superintendents; and, a workshop presentation and discussion will be scheduled.

- **Operations Manual – Mrs. Cook** questioned whether the Board was in agreement with removing Appendix A, Long Term School Board Goals from the Operations Manual: Board Members responded in the affirmative. The newly defined process for communications will be added to the Operations Manual; and, time will be allocated on a future workshop to finalize the review of this document.

No official actions were taken by the Board at this workshop. An audio recording of this workshop is filed in the Board Office archives. This workshop adjourned at 2:45 p.m.

Chairperson

Secretary

/db
W13Apr2

Attachment: w13Apr2 (3956 : Approval of Minutes)

SCHEDULED

REQUEST FOR APPROVAL (ID # 3938)

ATTACHMENTS:

- Apr 23 2013 FINAL HR Board Agenda Sets A & B (PDF)

Set A

MEMORANDUM

April 23, 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: Page

<http://web.pcsb.org/hr/Compensation/jobdescr.htm>

Administrative

Termination

Retirements	3	A
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Instructional

Appointments of Probationary Contract	11	1
Appointments of Annual Contract	1	1
Transfers	6	2
Leaves of Absence	7	2
Terminations		
Resignations	17	3-4
Retirements	7	4
Adjustments	2	5
Payment of Contracted Services	33	5-8
Substitute Appointments	30	8-9
Extended Learning Appointments	58	9-11
Part Time Hourly	14	11
Teaching Out of Field	3	12

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 23 2013 FINAL HR Board Agenda Sets A & B (3938 : Request Approval of Personnel Recommendations)

RECOMMENDATION OF SUPERINTENDENT
ON ADMINISTRATIVE PERSONNEL

2012/2013

April 23, 2013

ADMINISTRATIVE TERMINATIONS

NAME	POSITION	EFFECTIVE DATE
<u>Retirements</u>		
Saginario, Cynthia C. (W)	Assistant Principal, Countryside High	April 1, 2013
Swartzel, Steven B. (W)	Director, Governmental Services, Governmental Services	May 31, 2013
Underwood, Carolyn M. (B)	Assistant Principal, Meadowlawn Middle	March 26, 2013

RECOMMENDATION OF SUPERINTENDENT ON
INSTRUCTIONAL PERSONNEL

2012/2013

April 23, 2013

APPOINTMENTS OF PROBATIONARY CONTRACT

NAME OF TEACHER	COST CENTER	GRADE/SUBJECT	BEGINNING DATE
Feazell, Doriscel B. (B)	Woodlawn Elementary	Pre K Handicapped	04/02/13
Fernandez-Cosme, Leandra C. (H)	Lakewood High	Foreign Language	03/20/13
Humbel, Deborah C. (W)	pTEC/St. Petersburg	Guidance Counselor (11.5 Month Contract)	03/14/13
Kowalski, Anton (W)	Seminole High	Guidance Counselor	03/20/13
Mavrogianis, John T. (B)	Tarpon Springs Middle	Guidance Counselor	04/01/13
Murillo, Juan J. (W)	pTEC/St. Petersburg	Vocational (11.5 Month Contract)	03/14/13
Spagnola, Robert A. (W)	Osceola High	Home Economics	03/18/13
Steinberg, Kyle A. (W)	Osceola Middle	Social Studies	04/01/13
Stiglitz, Molly T. (W)	Dunedin Highland Middle	Emotional/Behavioral Disorder	03/14/13
Thomas, Philip C. (W)	pTEC/St. Petersburg	Vocational (11.5 Month Contract)	03/15/13
Walker, Brandy T. (B)	Fairmount Park Elementary	Elementary	04/01/13

APPOINTMENT OF ANNUAL CONTRACT

NAME OF TEACHER	COST CENTER	GRADE/SUBJECT	BEGINNING DATE
Clark, Pamela J. (W)	Lynch Elementary	Elementary	05/01/13

Attachment: Apr 23 2013 FINAL HR Board Agenda Sets A & B (3938 : Request Approval of Personnel Recommendations)

Recommendation of Superintendent on Instructional Personnel
 April 23, 2013
 2012/2013 School Year

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TRANSFERS

NAME OF TEACHER	TO COST CENTER	FROM COST CENTER	BEGINNING DATE
Cantrell, Christine A. (W)	Title I Center	Professional Development	02/26/13
DuPaul, Ellen E. (W)	Pinellas Secondary	Varying Exceptionalities	03/19/13
Fedenko, Laurie T. (W)	Dropout Prevention	Tarpon Springs Middle	03/25/13
Guagnini, Cody R. (W)	Academic Computing (12 Month Contract)	Campbell Park Elementary (10 Month Contract)	03/11/13
Gulino, Jeanette E. (H)	Dropout Prevention	Pinellas Park High	03/25/13
Roussos, Katerina (W)	Dropout Prevention	Clearwater High	03/25/13

LEAVES OF ABSENCE

NAME OF TEACHER	COST CENTER	DATES	REASON
Blair, Nicole M.	Calvin Hunsinger	03/21/13-06/07/13	Maternity/FMLA
Cummings Johnson, Elizabeth D.	Pre K-12 Visual Arts	03/11/13-05/24/13	Maternity/FMLA
Hogan, Karen H.	Palm Harbor University High	01/07/13-03/28/13	Illness/FMLA
Pharo, Kellie A.	San Jose Elementary	03/06/13-06/07/13	Maternity/FMLA
Phillips, Bonnie M.	Oak Grove Middle	02/11/13-05/10/13	Maternity/FMLA
Rich, Kelly G.	Advanced Studies & Academic Excellence	02/11/13-04/05/13	Maternity/FMLA
Schott, Karen S.	Lakewood High	03/18/13-06/07/13	Personal

Attachment: Apr 23 2013 FINAL HR Board Agenda Sets A & B (3938 : Request Approval of Personnel Recommendations)

Recommendation of Superintendent on Instructional Personnel
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TERMINATIONS

NAME OF TEACHER	COST CENTER	DATE	REASON
<u>Resignations</u>			
Beckert, Michelle K. (W)	Seminole High	04/01/13	To accept another job outside system
Chittum, Jessica R. (W)	Northwest Elementary	06/07/13	Resigning from leave
DeLachapelle, Sara R. (W)	Fairmount Park Elementary	03/18/13	Probationary employee resignation
DeLaney, Katie H. (W)	Clearwater Fundamental Middle	06/07/13	Resigning from leave
Delisle, Georgia A. (W)	Lealman Intermediate	06/07/13	Resigning from leave
Dunton, Kathryn L. (W)	Mount Vernon Elementary	06/07/13	Resigning from leave
Glickley, Ashleigh M. (W)	Ridgecrest Elementary	06/07/13	Resigning from leave
Hall, Nicole F. (B)	Boca Ciega High	06/07/13	To accept another job outside system
Lowther, Laura T. (W)	Pre-K Handicapped	06/07/13	Resigning from leave
McCarthy, Alexandra (W)	Brooker Creek Elementary	06/11/12	Resigning from leave
McCormick, Jaisree (W)	High Point Elementary	06/07/13	Resigning from leave
O'Brien, Alanna C. (A)	Largo High	06/07/13	To continue education
Pedzich, Missy M. (W)	Campbell Park Elementary	06/07/13	Moving

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Recommendation of Superintendent on Instructional Personnel
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TERMINATIONS
 (Continued)

NAME OF TEACHER	COST CENTER	DATE	REASON
<u>Resignations</u> (Continued)			
Prinz, Glenn A. (W)	pTEC/Clearwater	03/15/13	Personal
Smekal, Jessica R. (I)	Ozona Elementary	06/07/13	Resigning from leave
Walker, Tiffany R. (B)	Seventy-Fourth Street Elementary	06/07/13	Resigning from leave
Ziesmann, Pamela P. (W)	Doug Jamerson Elementary	04/05/13	Moving
<u>Retirements</u>			
Boyd, Anne V. (W)	East Lake High	03/29/13	Retirement from Investment Plan
Burson, Anne T. (W)	Tarpon Springs Fundamental Elementary	06/07/13	Retirement from DROP
Danks, Steven L. (W)	Communication Disorders	06/07/13	Retirement from Investment Plan
Jauch, Dennis M. (W)	Dunedin Highland Middle	03/08/13	Early retirement
Kirschbaum, Denise M. (W)	Skyview Elementary	06/07/13	Normal retirement
Regan, Kathleen A. (W)	Elementary Science	05/01/13	Retirement from DROP
Wilson, Christine W. (W)	Belleair Elementary	06/07/13	Normal retirement

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Recommendation of Superintendent on Instructional Personnel
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ADJUSTMENTS

NAME OF TEACHER	COST CENTER	ADJUSTMENT
Jackson, Cheryl L.	Campbell Park Elementary	Adjustment to the February 26, 2013 Board Agenda, Set A: Leaves of Absence; change end date to 03/29/13 from 03/18/13.
Sciolino, Christopher D.	Palm Harbor University High	Adjustment to the April 9, 2013 Board Agenda, Set A: Payment to Contracted Services Employees; Assistant coach for baseball season; 01/14/13-05/01/13; \$1,500.00; remove.

PAYMENT TO CONTRACTED SERVICES EMPLOYEES

Funding Source: Band

Meadowlawn School Service Center

Judge pre-music performance assessment

Urban, Gregory

03/19/13 - 03/19/13

\$71.50

Palm Harbor University High

Color guard instructor

Davison, Alvaro Donald

01/07/13 - 04/30/13

\$1,000.00

Funding Source: Centralized Athletics - Countywide

Pre K-12 Extra Curricular Student Activity

Schedule and monitor master sport schedules for middle and high schools. Track team results and prepare commercial transportation for high school sports and work with athletic office as requested.

Medici, Robert A

07/02/12 - 06/30/13

\$3,497.00

Funding Source: Choral

Osceola High

Individual voice instruction

Leonavicius, Sonia L

01/17/13 - 04/01/13

\$1,500.00

St Petersburg High

Instruct applied voice selected/advanced students

Leonavicius, Sonia L

03/19/13 - 05/29/13

\$800.00

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Recommendation of Superintendent on Instructional Personnel
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PAYMENT TO CONTRACTED SERVICES EMPLOYEES

(Continued)

**Funding Source: District staff developer for middle and high school
 Secondary Math**

District staff developer for middle and high school algebra		
Gillen, Staci A	02/15/13 - 06/10/13	\$4,000.00

**Funding Source: Elementary Music - Countywide
 Pinellas Park Elementary**

Piano accompanist Winter concert		
Shockey, Karen L	12/03/12 - 12/20/12	\$97.50

**Funding Source: English Literacy & Civic English Literacy
 Career Technical Adult Education Post Secondary**

Develop and implement a tutoring program at Palm Harbor Community School		
Yen, Julie Chi Ting	03/11/13 - 06/28/13	\$2,080.00

Funding Source: Internal School Funds

Dunedin Highland Middle

Clerical office work and assist with band events		
Blais, Jennifer L	02/12/13 - 06/09/13	\$4,800.00

East Lake High

Choreographing production of Honk		
Koski, Jarrett William	02/25/13 - 03/18/13	\$800.00

Musical director for the musical Honk		
Meekins, G Frank	02/27/13 - 03/27/13	\$1,500.03

Northeast High

Accompanying chorus		
Fannon, Nancy A	03/11/13 - 03/15/13	\$247.00

Palm Harbor University High

Weight room supervision		
Adkins, Jonathan E	03/04/13 - 03/22/13	\$312.00

Mullaney, Michael T	03/04/13 - 04/12/13	\$507.00
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Vaught, Ryan C	03/04/13 - 04/11/13	\$507.00
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Recommendation of Superintendent on Instructional Personnel
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PAYMENT TO CONTRACTED SERVICES EMPLOYEES

(Continued)

Funding Source: Internal School Funds (Continued)

Palm Harbor University High (Continued)

Sound supervisor set up for plays

Yeazell, Daniel A 03/14/13 - 03/30/13 \$390.00

Pinellas Park High

End of Course liaison

Knight, Penelope B 05/01/13 - 05/30/13 \$2,250.00

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

Nash, Kent M 04/01/13 - 04/26/13 \$500.00

Seminole High

Assist with coaching

Beck, Thomas F 03/18/13 - 04/19/13 \$1,050.00

Johnson, Jeff 03/18/13 - 04/19/13 \$1,050.00

Funding Source: Medical Magnet Carryover

Boca Ciega High

Assist in Certified Nursing Assistant classes

Pridemore, Jocelyn 03/01/13 - 05/30/13 \$600.00

Funding Source: Prek-12 Physical Education / Driver Education

Pre K-12 Extra Curricular Student Activity

Assist with physical education scheduling assignment of
personnel unit allocation

Ewbank, James R 09/04/12 - 06/01/13 \$1,000.00

**Funding Source: Private Schools - Parentally Placed Private School Students
With Disabilities (PPPSSD)**

Area 1 Office

Before and after school speech therapy at a private school location

Gomez, Sherilyn M 02/25/13 - 05/20/13 \$715.00

Private School ESE

Before and after school speech therapy at a private
school location

Burney, Leeann Williams 02/05/13 - 05/30/13 \$1,007.50

Funding Source: Psychological Services

Provide gifted evaluations, attend eligibility
meetings, assist in district compliance

Hamels, Suzanne M 03/01/13 - 05/31/13 \$5,236.00

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Recommendation of Superintendent on Instructional Personnel
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PAYMENT TO CONTRACTED SERVICES EMPLOYEES

(Continued)

Funding Source: Remediation

Secondary Education

Participate in professional development as facilitator for
 a parent session at John Hopkins Middle School

Bell, Ladawn	01/26/13 - 01/26/13	\$104.00
Ewing, Kathleen T	01/26/13 - 01/26/13	\$104.00
Participate in professional development as facilitator parents information session Safety Harbor Middle School		
Santiago, Katherine	01/26/13 - 01/26/13	\$104.00
Participate in professional development as facilitator for parents at Oak Grove Middle		
Vragovic, Jennifer D	01/26/13 - 01/26/13	\$104.00

Funding Source: School Shared Leases

John Hopkins Middle

Responsible for maintaining school website and other
 technology projects

Beasey, Tonio J	03/20/13 - 06/30/13	\$1,560.00
Saturday school activities		
Jackson, Debra R	01/07/13 - 06/01/13	\$750.00

Funding Source: Supplementary Education Services Providers

Family & Community Relations

Supplementary Education Services Instructor

Lane, Edward S	02/15/13 - 03/30/13	\$2,700.00
Supplementary Education Services Instructor		
Vandermeir, Courtney D	02/15/13 - 03/30/13	\$2,700.00

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
Allen, Nancy M	Allison Jr, Lester E
Amaya, Hermann	Baker, Lorianne
Barron, Sarah A	Blue, Lovell B
Bono, Mark F	Bruce, Shanterra R

Recommendation of Superintendent on Instructional Personnel
 April 23, 2013
 2012/2013 School Year

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SUBSTITUTE APPOINTMENTS

(Continued)

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
Burak, Julide F	Crump, Adam D
Dichtas, Gregory L	DiMaggio, Jared M
Dodds, Merrie RS	Dudley, Lisa M
Fearing-Stewart, Rachel A	Florence, Carolyn
Gerber, Kristie K	Gomes, Gabrielle S
Konig, Elena	Landers, Carmen L
Lincoln, Robert D	Maslar, Sarah N
McKenzie, Paige BS	McPherson, Marianne G
Middaugh, Laura J	Reed, Ashley B
Rossie, Betty J	Saez, Jennifer A
Sneary, Curtis R	Whitehurst, Kenneth A

EXTENDED LEARNING PROGRAM APPOINTMENTS

NAME	COST CENTER
Atcher, Catherine J	Northeast High
Boynton, Mary M	Clearwater High
Brooker, Mary J	Dunedin Elementary
Cady, James A	Northeast High
Christena, Sarah M	Woodlawn Elementary
Coleman, Antoinette B	Dunedin Highland Middle
Dewese, Maria L	Curtis Fundamental Elementary
Dierking, Connie S	Curtis Fundamental Elementary
Dodge, Amy L	Skyview Elementary
Dudley, Michelle T	Northeast High
Eken, Christine A	Osceola Middle
Ellis, Constance V	Woodlawn Elementary
Fanning, Nancy M	St Petersburg High
Fisher, Susan J	McMullen-Booth Elementary

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Recommendation of Superintendent on Instructional Personnel
 April 23, 2013
 2012/2013 School Year

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EXTENDED LEARNING PROGRAM APPOINTMENTS

(Continued)

NAME	COST CENTER
Grzesikowski, Thomas J	St Petersburg High
Hedberg, Cynthia Ann	Sexton Elementary
Hester, Steven D	Northeast High
Hutchins, Kiersten M	Dunedin High
Jones, Warren D	Palm Harbor University High
Juergens, Marcene M	Osceola Middle
Kaimala, Beverly C	Azalea Middle
Kard, Jennifer M	Sexton Elementary
Kelly, Kelly	Osceola Middle
Klapperich, Jayme L	Northeast High
Kreger, Jessica C	Northeast High
Kruger, Jenny S	Northeast High
Krupa, Gary J	Northeast High
Lak, Suzanne E	Sexton Elementary
Lawson, Stephanie W	Bay Point Middle
Lepain, Matthew	Palm Harbor University High
Lumb, Christopher M	North Shore Elementary
May, Brenda A	Dunedin High
May, Lisa M	Woodlawn Elementary
McDaniel, Carolyn K	Palm Harbor University High
Melvin, Joel C	Clearwater High
Menne, Sommer W	Northeast High
Mullins, Jennifer M	Sandy Lane Elementary
Myers, Michael T	Madeira Beach Fundamental
Nelson Chorney, Julie L	Northeast High
O'Brien, Renee A	Bay Point Middle
O'Sani, Linda K	Northeast High
Petrucelli, Dayna Marie	Woodlawn Elementary
Picard, Erika N M.	Clearwater High
Pocklington, Judith A	Palm Harbor University High
Price, Samuel	Clearwater High
Ross, Steven J	Brooker Creek Elementary
Sacino, Roseann	Sexton Elementary
Schottler, Kevin C	Northeast High
Smith, Heike A	Woodlawn Elementary
Sorial, Nabil E	Osceola Middle
Stanford, Marwan J	Clearwater High
Steckis, Tara R	Sandy Lane Elementary
Stephens, Paula A	Eisenhower Elementary
Styrzo, Wyatt B	Clearwater High

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Recommendation of Superintendent on Instructional Personnel
 April 23, 2013
 2012/2013 School Year

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EXTENDED LEARNING PROGRAM APPOINTMENTS

(Continued)

NAME	COST CENTER
Walton, Lisa M	Bay Point Middle
Wardell, James M	Dunedin Highland Middle
Wegner, Marsha J	Northeast High
Wentzell, Sally S	Northeast High

PART-TIME HOURLY APPOINTMENTS

NAME	COST CENTER
Barron, April A	pTEC/St Petersburg
Blackburn, Mark C	Lakewood Community
Chavez, Jeanette Y	pTEC/St Petersburg
Eiss, Marshall R	pTEC/Clearwater
Hobbs, Erika M	K-12 Guidance
Johnson, Marie-Anne N	Tomlinson Adult Learning Center
McCauley, Felix	Northeast High
McPherson, Kara H	Family & Community Relations
Myers, Christine D.	Gulfport Elementary
Shedler, Alan	Lakewood Community
Spantidakis, Monika	Westgate Elementary
Summers, Michelle A	Lynch Elementary
Vanderloop, Gregory J	High Point Elementary
Walsh, Linda	Campbell Park Elementary

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Recommendation of Superintendent on Instructional Personnel
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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
Bay Point Middle Lindenburg, Christopher	English, Mathematics, Science & Social Studies
Dunedin Highland Middle Stiglitz, Molly T.	Reading, English, Mathematics, Science & Social Studies
Hamilton Disston Hurley, John Michael	Reading & Exceptional Student Education

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

Set B

MEMORANDUM

April 23, 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: Page

<http://www.pinellas.k12.fl.us/hr/JobDescriptions.html>

Supporting Services

Appointments	29	1-2
Part Time Appointments	6	3
Substitute Appointments	25	3
Status Changes	21	4-6
Job Changes	14	6-7
Cost Center Changes	6	7
Terminations:		
Resignations	13	8
Retirements	14	8-9

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 23 2013 FINAL HR Board Agenda Sets A & B (3938 : Request Approval of Personnel Recommendations)

RECOMMENDATION OF SUPERINTENDENT
ON SUPPORT PERSONNEL

2012-2013

April 23, 2013

APPOINTMENTS

NAME OF EMPLOYEE	COST CENTER	POSITION	START DATE
Alequin, Harvey (W)	Transportation	Bus Driver	03/11/13
Barry-Morales, Kristen A. (W)	Ridgecrest Elementary	ESE Associate	03/18/13
Briggs, Catherine R (W)	Dixie Hollins High	ESE Associate	03/20/13
Campbell, Jacqueline G. (W)	Azalea Middle	Paraprofessional	04/01/13
Campbell, Yinka M. (B)	Fairmount Park Elementary	Teacher Assistant	04/01/13
Coleman, Latesia D. (B)	Seminole High	ESE Associate	03/13/13
Crist, Mary A. (W)	Palm Harbor Middle	ESE Associate	03/13/13
Cross, Joann (W)	Transportation	Bus Driver	03/11/13
Downs Jeffery A. (W)	Forest Lakes Elementary	Plant Operator	03/13/13
Faulkner, David A. (W)	Transportation	Bus Driver	03/11/13
Gaubatz, Jeremy J. (W)	Carwise Middle	Plant Operator	03/13/13
Grage, Brian J. (W)	Transportation	Bus Driver	03/11/13
Hunter, Bryon W. (W)	Transportation	Bus Driver	03/11/13
Kolton, Kayla C. (W)	Belleair Elementary	Plant Operator	03/13/13
Latini, Michael G. (W)	Transportation	Bus Driver	03/11/13
Lewetag, Andrea M. (W)	Nina Harris Exceptional Student Educational Center	ESE Associate	03/14/13

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Recommendation of Superintendent on Support Personnel
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APPOINTMENTS
 (Continued)

NAME OF EMPLOYEE	COST CENTER	POSITION	START DATE
McGinty, Gary J. (W)	Transportation	Bus Driver	03/11/13
Michaud, Victoria M. (W)	Nina Harris Exceptional Student Educational Center	ESE Associate	04/01/13
Oliveros, Javier E. (W)	Transportation	Bus Driver	03/11/13
Reid, Alexander (W)	Transportation	Bus Driver	03/11/13
Rhinehart, Lori K. (W)	Oldsmar Elementary	Family & Community Liaison	03/11/13
Rideout, Linda J. (W)	Marjorie Kinnan Rawlings Elementary	ESE Associate	03/13/13
Skaggs, Trisha A. (W)	Stephens Exceptional Student Education Center	ESE Associate	03/13/13
Sloat, William T. (W)	Transportation	Bus Driver	03/11/13
Turner, Carolyn (B)	Lealman Intermediate	Teacher Assistant	03/18/13
Waters, Keyoshia M. (B)	Transportation	Bus Driver	03/11/13
Wolf, Michael D. (W)	Transportation	Bus Driver	03/11/13
Zimmerman, Debra D. (W)	Calvin Hunsinger	ESE Associate	03/13/13
Zwalley, Michael J. (W)	Transportation	Bus Driver	03/11/13

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Recommendation of Superintendent on Support Personnel
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PART-TIME APPOINTMENTS

NAME OF EMPLOYEE	COST CENTER	POSITION	START DATE
Alleyne, Fitz P. (B)	McMullen Booth Elementary	Plant Operator	03/18/13
Bygrave, Laura E. (W)	Advanced Studies /Academic Excellence	College CO-OP	03/13/13
Coon, Marjorie S. (W)	Cross Bayou Elementary	ESE Associate	03/20/13
Gjyli, Nazmi (W)	Oak Grove Middle	Plant Operator	03/13/13
Petrosky, Trina (W)	Lakewood High	Family & Community Liaison	03/20/13
Williams Jr., Gerald T. (W)	James B. Sanderlin PK-8	ESE Associate	03/21/13

SUBSTITUTE APPOINTMENTS

NAME	NAME	NAME
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Countywide Food Service Assistants

Banoub, Kathren N.	Bates, Christine M.	Bauder, Janine A.
First, David L.	Gammage, Kenitha R.	Gerges, Hanan A.
Hujdurovic, Admira	Ibrahim, Kameel S.M.	Major, Lorraine E.
Manley Woods, Shelly K.	Martin, Annie D.	Ocasio, Lymarie A.
Paulk, Dawn M.	Quaterman, Kaischele V.Y.	Sanchez Flores, Julio E.
Shirvis, Etsuko S.	Staudinger, Gina M.	Styler, David E.
Torres Santos, Roberto A.	Troche, Noemi	Uva, John J.
Vandurme, Stephanie A.		

Countywide Assistants/Clerical

Baucom, Cornelia E.	Carew, Theodore A.
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Countywide Athletic Events Staff

James, Christy M.

Recommendation of Superintendent on Support Personnel
 April 23, 2013
 2012-2013 School Year

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STATUS CHANGES

NAME OF EMPLOYEE	TO POSITION/COST CENTER	FROM POSITION/COST CENTER	DATE
Anderson, Brianna R.	Food Service Assistant PT Dunedin Highland Middle	Food Service Assistant Substitute Food Services	03/11/13
Brandenburg, Jane M.	Food Service Assistant PT Countryside High	Food Service Assistant Substitute Food Services	03/11/13
Burgos Rodriguez, Amarilys	Food Service Assistant PT Ridgecrest Elementary	Food Service Assistant Substitute Food Services	03/11/13
Calhoun, Leticia C.	Secretary II Intern Pre K-12 World Languages/ESOL	ESE Associate Pinellas Park High	04/08/13
Cornelius, Ninamarie	Data Management Technician PT Temp Northeast Community	Data Management Technician FT Northeast Community	03/11/13
Davis, Carrie L.	Family & Community Liaison PT Highland Lakes Elementary	Teacher Substitute Human Resources	03/22/13
Edwards, Cheryl A.	ESE Associate FT Leila Davis Elementary	ESE Associate PT Leila Davis Elementary	03/13/13
Ewanich, Katrice M.	Classroom Assistant Substitute Human Resources	Paraprofessional FT Stephens Exceptional Student Education Center	03/18/13
Gattuso, Jonathan T.	ESE Associate FT Walsingham Elementary	Classroom Assistant Substitute Human Resources	03/19/13
Geissler, Jill E.	Plant Operator FT Countryside High	Plant Operator Substitute Human Resources	03/18/13

Attachment: Apr 23 2013 FINAL HR Board Agenda Sets A & B (3938 : Request Approval of Personnel Recommendations)

Recommendation of Superintendent on Support Personnel
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STATUS CHANGES
 (Continued)

NAME OF EMPLOYEE	TO POSITION/COST CENTER	FROM POSITION/COST CENTER	DATE
McCabe, Bridget M.	Food Service Assistant PT Bayside High	Food Service Assistant Substitute Food Services	03/11/13
Murry, Johnny C.	Plant Operator PT pTEC/St Petersburg	Plant Operator Substitute Human Resources	03/18/13
Pezone Jr., David P.	Food Service Assistant PT Dixie Hollins High	Food Service Assistant Substitute Food Services	03/11/13
Phillips, Gisele R.	Food Service Assistant PT Walter Pownall Service Center	Food Service Assistant Substitute Food Services	03/11/13
Sanders, Cindi M.	Classroom Assistant Substitute Human Resources	Child Development Associate FT New Heights Elementary	03/14/13
Savage, Marcela	Food Service Assistant Substitute Food Services	Food Service Assistant PT Palm Harbor University High	03/18/13
Schiano, Dawn E.	Clerk Specialist II Student Assignment	Data Management Technician Dunedin Highland Middle	04/15/13
Schmidt, Morgan D.	Classroom Assistant Substitute Human Resources	Child Development Associate FT Lealman Avenue Elementary	03/13/13
Scrivens, Edgar W.	ESE Associate FT Azalea Elementary	Classroom Assistant Substitute Human Resources	03/12/13
Sospedra, Marisol	Food Service Assistant PT John Hopkins Middle	Food Service Assistant Substitute Food Services	04/01/13

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Recommendation of Superintendent on Support Personnel
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STATUS CHANGES
 (Continued)

NAME OF EMPLOYEE	TO POSITION/COST CENTER	FROM POSITION/COST CENTER	DATE
Washington, Rashonda D.	Food Service Assistant Substitute Food Services	Food Service Assistant PT Clearwater High	03/14/13

JOB CHANGES ONLY

NAME OF EMPLOYEE	TO	FROM	DATE
Carannante, Frank A.	Plumber-Journeyman	Plumber	03/11/13
Fletcher, Stephanie A.	Data Management Technician	ESE Associate	04/06/13
Furlott, Jennifer R.	Senior Professional Development Coordinator**	Senior Human Resource Specialist (R/R)	03/25/13
Harrison, Brent H.	Paraprofessional	ESE Associate	03/11/13
Hazellief, Michelle L.	Child Development Associate	Teacher Assistant	03/18/13
Herrin, Cameo K.	School Office Clerk I	Paraprofessional	04/01/13
Ingalls, Wayne R.	Carpenter	Carpet & Equipment Maintenance Technician	03/25/13
Jenkins, Jacqueline	Secretary/Bookkeeper	Secretary/Bookkeeper Intern	03/07/13
Mathews Orta, Nelson	Automotive Diesel Mechanic Journeyman	Automotive Diesel Mechanic Journeyman- Intern	03/14/13
Messano, Thomas J.	Painter-Journeyman	Painter	03/19/13

** Titles have been changed but not Board Approved in conjunction with the Compensation Comprehensive Action Plan

Attachment: Apr 23 2013 FINAL HR Board Agenda Sets A & B (3938 : Request Approval of Personnel Recommendations)

Recommendation of Superintendent on Support Personnel
 April 23, 2013
 2012-2013 School Year

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JOB CHANGES ONLY
 (Continued)

NAME OF EMPLOYEE	TO	FROM	DATE
Rivera, Carrie B.	Senior Professional Development Coordinator**	Senior Human Resource Specialist (R/R)	03/25/13
Senn, Heather M.	Food Service Specialist	Food Service Specialist-Intern	02/22/13
Topping, Thomas R.	Senior Professional Development Coordinator**	Senior Human Resource Specialist (R/R)	03/25/13
Ventura, Cassandra A.	Teacher Assistant	ESE Associate	04/01/13

COST CENTER CHANGES ONLY

NAME OF EMPLOYEE	TO	FROM	DATE
Culbreth, Michael S.	Northwest Elementary	Lynch Elementary	04/08/13
Hauser, Anna M.	Oakhurst Elementary	Lake St. George Elementary	04/19/13
Hoisington, Cindy L.	Largo High	Fuguitt Elementary	03/13/13
Humberstone, Patricia S.	Stephens Exceptional Student Education Center	Tarpon Springs Middle	04/01/13
Janeda, Marchelle L.	Largo High	Fuguitt Elementary	03/13/13
Malave, Suzanne M.	Lynch Elementary	Woodlawn Elementary	04/22/13

** Titles have been changed but not Board Approved in conjunction with the Compensation Comprehensive Action Plan

Attachment: Apr 23 2013 FINAL HR Board Agenda Sets A & B (3938 : Request Approval of Personnel Recommendations)

Recommendation of Superintendent on Support Personnel
 April 23, 2013
 2012-2013 School Year

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TERMINATIONS

NAME OF EMPLOYEE	COST CENTER	DATE	REASON
<u>Resignations</u>			
Alonso Jr., Felix (H)	Transportation	03/15/13	Probationary employee resignation
Cleaver, Denise A. (W)	Human Resources	03/12/13	Personal
Delgado, Caryn E. (W)	Ridgecrest Elementary	03/15/13	To accept another position
Dubay, Denise W. (W)	Meadowlawn Middle	03/08/13	Moving
Gjoka, Marsida (W)	Food Services	04/03/13	Probationary employee resignation
Hopkins, Eric C. (B)	Largo Middle	04/01/13	Moving
Howard, Keith M. (W)	East Lake High	03/15/13	To accept another position
Kahn, Jeffery M. (W)	Transportation	03/20/13	Resigned in lieu of recommendation for dismissal
Lippelt, Vikki P. (W)	Cypress Woods Elementary	04/02/13	Personal
Mace-Serratore, Robert A. (W)	Transportation	03/21/13	Probationary employee resignation
Montes, Edgar E. (W)	Doug Jamerson Elementary	03/22/13	Probationary employee resignation
Mundo, Paul R. (H)	Pinellas Park High	03/18/13	To accept another position
Touchton, Philipina B. (W)	Highland Lakes Elementary	03/08/13	Personal
<u>Retirements</u>			
Bonano-Diaz, Mildred A. (H)	Pre K-12 World Languages/ESOL	03/31/13	Retirement from Investment Plan

Attachment: Apr 23 2013 FINAL HR Board Agenda Sets A & B (3938 : Request Approval of Personnel Recommendations)

Recommendation of Superintendent on Support Personnel
 April 23, 2013
 2012-2013 School Year

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TERMINATIONS
 (Continued)

NAME OF EMPLOYEE	COST CENTER	DATE	REASON
<u>Retirements</u> (Continued)			
Cordon, Patricia A. (W)	East Lake High	04/09/13	Normal retirement
Dee, Judith A. (W)	Clearwater High	06/05/13	Normal retirement
Harmon-Fletcher, Billie T. (W)	Bay Point Middle	04/30/13	Normal retirement
Jamin, Dianne Y. (W)	Westgate Elementary	05/31/13	Retirement from DROP
Laxton, Carol A. (W)	Palm Harbor University High	04/30/13	Retirement from DROP
Racine, Linda E. (W)	Ponce de Leon Elementary	06/14/13	Normal retirement
Rainey, Joanne M. (B)	Student Assignment	04/02/13	Normal retirement
Sacchetto, Marian A. (W)	Sandy Lane Elementary	06/06/13	Normal retirement
Stephens, Judy C. (W)	Shore Acres Elementary	06/06/13	Normal retirement
Vance, Alice M. (W)	Tarpon Springs High	06/08/13	Retirement from DROP
Vega, Carmen D. (H)	Osceola High	03/19/13	Retirement from Investment Plan
Wigfall III, Eddie (B)	Ridgecrest Elementary	04/30/13	Early Retirement
Wilcox, Gloria L. (W)	Bay Vista Fundamental Elementary	06/07/13	Retirement from DROP

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

Attachment: Apr 23 2013 FINAL HR Board Agenda Sets A & B (3938 : Request Approval of Personnel Recommendations)

SCHEDULED

REQUEST FOR APPROVAL (ID # 3935)

April 23, 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:

- Executive Director, Pre-K Physical Education, Drivers Education & Extracurricular Activities to *Director, Physical Education, Athletics, and Extracurricular Activities* (ADM C09)
- Network Administrator (PTS E07)
- Supervisor, Payroll to *Managing Officer, Payroll Operations* (PTS E07)
- Executive Assistant to the Superintendent to *Administrative Assistant to the Superintendent* (PTS E05)

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:

- 42313 FADSS JDs (PDF)

PINELLAS COUNTY SCHOOL DISTRICT, FLORIDA

PCSB: 0379
Pay Grade: C44 09

FLSA: Exempt
Administrative

EXECUTIVE DIRECTOR, PRE K-12 PHYSICAL EDUCATION, ATHLETICS, DRIVERS EDUCATION & AND EXTRACURRICULAR ACTIVITIES

REPORTS TO:

Executive Director, K-12 Core Curriculum

SUPERVISES:

Support Staff

QUALIFICATIONS:

Master's degree from an accredited college or university with certification in Administration/Supervision, Educational Leadership, School Principal, or an equivalent certification as defined by the Florida Department of Education. Seven (7) years related professional experience in implementing or administering physical education, driver education, athletics, and extracurricular programs to include two (2) years administrative and/or supervisory experience. Demonstrated organizational and communication skills and knowledge of latest developments in related field. Must show evidence of working knowledge of the principals of quality management or commit to begin training in the area of quality management within the first six (6) months of employment.

MAJOR FUNCTION

~~The Director is responsible for the supervision, planning, organizing, coordinating, and communicating all aspects of the PreK-12 curriculum, instruction, and assessment program in physical education program, JROTC, and driver's education, athletics, and extracurricular activities in Pinellas County Schools, as well as planning, organizing, coordinating, communicating and evaluating the district's extracurricular student activities programs. The Director also monitors these programs for compliance with local, state, and national policies, rules, and regulations. Areas of responsibility include, but are not limited to, interscholastic athletics, cheerleading programs, high school academic teams, and various student clubs and organizations.~~

ESSENTIAL RESPONSIBILITIES

- Leads the research and development of curriculum, instruction and assessment services, and activities and product development related to physical education and drivers education
- ~~e~~Creates a seamless PreK-12 program in physical education
- Serves as consultant to teachers, principals, guidance personnel, central office staff, colleges and universities, professional organizations, and community groups; serves as Curriculum Teaching & Learning Services connector
- Communicates budget needs to the Curriculum Teaching & Learning Services Team
- Develops educational specifications for new facilities; recommends and coordinates additions and changes to playground equipment, facilities, and site improvements; monitors safety to ensure compliance with codes and best practices
- Coordinates professional training for physical education and drivers education teachers including adapted Pphysical Eeducation add-on certification training
- Works with Professional Development ~~personnel~~ to provide inservice workshops for athletic personnel and staff involved in the extracurricular activities programs
- ~~Collaborates to ensure the hiring, placement, orientation, recognition, and career development of high performing physical education and drivers education teachers and physical education (PE) assistants and PE assistant substitutes; distributes PE assistant substitute list; coordinates transfers within the program; recommends placement of interns; recommends staffing models and assigns units in elementary schools~~

EXECUTIVE DIRECTOR, PRE-K-12 PHYSICAL EDUCATION, ATHLETICS, DRIVERS EDUCATION & AND EXTRACURRICULAR ACTIVITIES

ESSENTIAL RESPONSIBILITIES (Continued)

- Participates in the selection of head coaches, activities coordinators, and athletic coordinators ~~and evaluates their performance~~
- Assists schools in securing appropriate instructional materials;
- ~~h~~Helps develop bids for physical education and drivers education supplies and equipment;
- ~~m~~Manages dealership contracts, trade-ins, tag transfers, and car inspections;
- ~~e~~Establishes and maintains curriculum material and equipment loan centers
- Assists schools with articulation of the physical education program from grade to grade and level to level
- Encourages schools to provide activities and opportunities to all students in compliance with appropriate regulating agencies, ~~F~~federal, ~~S~~state, and local laws, and School Board Policy
- Monitors residence guardianships, grade point averages, and special attendance permits for high school and middle school in determining athletic and other activities eligibility; investigates violations
- Establishes, implements, and monitors guidelines pertaining to fund raising activities, bookkeeping procedures and practices, and other business matters involving extracurricular activities including the approval of individual school athletic and other extracurricular activity budgets and controls related expenditures
- Develops parameters for and oversees the scheduling of school extracurricular activities districtwide, particularly athletic events;
- ~~a~~Approves student contests at all school levels and coordinates transportation needs of athletic teams and contest participants; arranges for meals and lodging as needed
- Develops specifications and bid requests for athletic team uniforms and equipment; reviews bids, selects or recommends vendors, and issues related purchase orders. Also meets with athletic equipment vendors as needed
- Serves as school district liaison with the Florida High School ~~Activities~~ Athletics Association (FHSA), the Pinellas County Athletic Conference, and various athletic officials' organizations
- Directs and coordinates the management and organization of external functions utilizing Board-owned athletic stadium facilities including the coordination of crowd management procedures at athletic events with law enforcement agencies
- Responsible for annual review of Athletic Policy and Guidebook
- Performs other 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: 6/06 AK; BOARD APPROVED: 6/20/06; REVISE TITLE, PAY GRADE, MF, ER, ADA, 3/13 LM; BOARD APPROVED:

EXECUTIVE DIRECTOR, PRE-K-12 PHYSICAL EDUCATION, ATHLETICS, DRIVERS EDUCATION & AND EXTRACURRICULAR ACTIVITIES

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				

Executive Director, Pre-K-12 Physical Education, Athletics, Drivers Education & and Extracurricular Activities – ADM

Attachment: 42313 FADSS JDs (3935 : Request Approval to Revise And/Or Create the Following Job Descriptions, Which Will be Effective Jul)

PINELLAS COUNTY SCHOOL DISTRICT, FLORIDA

PCSB: 6884
Pay Grade: ~~C07~~ E07

FLSA: -Exempt
PTS

NETWORK ADMINISTRATOR**REPORTS TO:**

Director, Network and Telecommunications

SUPERVISES:

Support Staff

QUALIFICATIONS:

Bachelor's degree from an accredited college or university in Computer Science or a related field, plus five (5) years progressively responsible experience in ~~an IBM or comparable enterprise class network environment including the design, implementation, and support of WAN/LAN and wireless systems experience. working with major operating system and subsystem software development, to include data base management and knowledge of Microsoft internet information server (IIS) and SQL. Demonstrated knowledge and experience with NT servers and enterprise networks and related hardware and software; or Demonstrated knowledge of working with and configuring major switching, routing, border gateway, and firewall systems in a multi-protocol environment, or an equivalent combination of education, training, and related Pinellas County School Board experience.~~

PREFERRED:

A Cisco Certified Network Associate (CCNA) Certificate or greater Cisco Certified Networking Professional (CCNP) Certificate.

MAJOR FUNCTION

Performs highly complex technical and analytical work in the design, installation, documentation, support, and maintenance of districtwide networks and associated applications. ~~Anticipates future growth requirements and designs systems with appropriate capacity. Responsible for the daily management and integrity of all network systems. Provides guidance to applications personnel in the use and design of systems software, linkage to application programs, servers and to minimize the impact of such systems on the networks.~~

ESSENTIAL RESPONSIBILITIES

- Provides communications network administration, including design, implementation, and use of network software to design network architecture, test communications links, and troubleshoot communication link failures
- Provides overall technical responsibility for network and districtwide applications with in-depth knowledge of a wide variety of communications hardware and software
- Designs, installs, maintains, and documents infrastructure including ~~servers~~ switches, routers, ~~hubs~~, firewalls, intrusion detection/prevention systems as well as and wiring and physical infrastructure
- Oversees network/computer resources and installation of new equipment
- Administers the testing and analysis of all components of network facilities to ensure operational status
- Responsible for and supports a variety of district applications.
- Provides site design and client support
- Supervises and monitors the wide area network services contract
- Participates in the research, design, installation, and operation of the district, LAN, WAN, routers, multi-layer switches, and wireless networks
- Designs, installs, and provides ongoing support for the district network security infrastructure including firewalls, VPNs, system patching, and managed anti-virus systems

NETWORK ADMINISTRATOR

ESSENTIAL RESPONSIBILITIES (Continued)
<ul style="list-style-type: none"> • Provides management and maintenance on network servers and applications on various platforms as it applies to the district network • Provides technology assistance to customers via e-mail, telephone, and in person throughout the district • Creates, maintains, and manages appropriate online documentation resources • Works with other members of the Management <u>Technology and</u> Information Systems (MTIS) Team in resolving complex issues • Maintains technical data on state-of-the-art systems or applications software and computer equipment; applies knowledge, as applicable, in making recommendations to management and/or users for new systems or modifications to existing systems • Provides or assures that technical guidance and resources are available to team members when necessary • Researches, evaluates, and recommends changes in hardware, software, data communications, and techniques that contribute to more effective automated systems capabilities • Serves as team leader/project leader in the development and implementation of complex computer system projects • Prepares and manages team prioritization, project tracking, and resource allocation • Performs <u>other</u> related duties as assigned <u>work as required</u>
TERMS OF EMPLOYMENT
<p><i>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.</i></p> <p><i>Performance of the job will be evaluated in accordance with provisions of the School Board's policy on evaluation of personnel.</i></p> <p><i>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.</i></p>
HISTORY OF JOB CLASSIFICATION
<p>ISSUED: 1/08 AK; BOARD APPROVED: 2/12/08. REVISED FORMAT, SALARY SCHEDULE, QUALIFICATIONS, MF, ER ADA, 3/13 LM; BOARD APPROVED:</p>

NETWORK ADMINISTRATOR

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				

Network Administrator – PTS

PINELLAS COUNTY SCHOOL DISTRICT, FLORIDA

PCSB: 6446
Pay Grade: G E06

FLSA: Exempt
PTS

SUPERVISOR MANAGING OFFICER, PAYROLL OPERATIONS**REPORTS TO:**

Associate Superintendent, Finance and Business Services

SUPERVISES:

Financial Reporting Analyst
Payroll Analyst
Support Staff

QUALIFICATIONS:

Graduation from an accredited college or university with a Bachelor's degree in Accounting, Finance, or Business Administration with a major in Accounting/Finance. Five (5) years progressively responsible experience in payroll, accounting, or financial reporting. Demonstrated computer skills with emphasis on personal computers and related software.

PREFERRED:

Two (2) years supervisory experience.

MAJOR FUNCTION

Performs technical, professional, and supervisory duties in the operation of the Payroll department. Also responsible for reconciliation and reporting of financial data.

ESSENTIAL RESPONSIBILITIES

- Supervises the operations of the Payroll Department
- Works in correlation with the budget and accounting departments and other district departments as needed
- Develops, prepares, and monitors payroll reporting to outside agencies such as the Internal Revenue Service and the State Division of Retirement
- Advises staff and resolves payroll processing problems
- Trains school and department staff in the use of payroll online reporting
- Sets up tax tables, pay types, and runs definitions and calendars via computer programs
- Monitors payroll system functions
- Provides reports and/or data as requested from departments, including but not limited to: compensation, unemployment, subpoenas, public records requests, wage and salary loss, and earning history
- Recommends and implements policies and procedures as directed
- Assesses computer and training needs of the Department
- Researches and configures payroll personal computer applications
- Performs other related work as required

SUPERVISOR MANAGING OFFICER, PAYROLL OPERATIONS**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; BOARD APPROVED: 6/13/00; REVISED FORMAT, SALARY SCHEDULE, TITLE, ER, ADA, 3/13 LM, BOARD APPROVED:

SUPERVISOR MANAGING OFFICER, PAYROLL OPERATIONS

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				

Supervisor Managing Officer, Payroll Operations— PTS

PINELLAS COUNTY SCHOOL DISTRICT, FLORIDA

PCSB: 6029
Pay Grade: G E05

FLSA: Exempt
PTS

EXECUTIVE ADMINISTRATIVE ASSISTANT TO THE SUPERINTENDENT**REPORTS TO:**

Superintendent of Schools

SUPERVISES:

Not Applicable

QUALIFICATIONS:

Graduation from a standard high school or possession of a GED. Six (6) years experience in executive secretarial work. Successful completion of PCSB Secretary IV Test (typing-60 wpm). ~~Demonstrated ability to take dictation and transcribe.~~ Demonstrated proficiency in computer literacy. ~~Demonstrated knowledge of Microsoft Word, Excel, OUTLOOK and the TERMS system.~~

PREFERRED:

Minimum of two (2) years Postsecondary ~~Secondary~~ Education. Business education courses and management training.

MAJOR FUNCTION

Performs highly responsible complex duties as a confidential assistant in relieving the Superintendent of administrative and operational details of his office. Works independently within the scope of established laws, rules, regulations, and procedures, and applies knowledge of departmental organization, programs, and goals of the school system to achieve daily tasks. Direction is received from the Superintendent who confers with the employee on unusual or complex administrative and technical problems.

ESSENTIAL RESPONSIBILITIES

- Manages the operations of the Superintendent's office
- ~~Acts~~ Serves as liaison between the Superintendent and staff, departments, School Board, and public community, business, and governmental entities
- ~~Receives, screens, opens,~~ sorts, distributes, and acknowledges correspondence
- ~~r~~Receives and screens calls and answers inquiries
- Handles incoming correspondence, both personal and confidential
- Initiates and composes correspondence of a routine and/or complex nature and handles non-routine matters, as required
- Makes decisions based on established procedures and practices and handles administrative details independently
- Makes all arrangements for School Board meetings, including preparation of Agenda and compilation of pertinent material for distribution to Board members, staff, and media
- Coordinates meetings, conferences, speaking engagements, and appointments for the Superintendent
- ~~As assigned, a~~Attends Board and Executive meetings, as assigned, to gain knowledge of issues problems, projects, and plans of the Superintendent and to follow through on all requests made up recommended and approved by the Superintendent
- ~~Takes and transcribes dictation; p~~Prepares records, reports, and department budget requests; ~~maintains a comprehensive filing system~~
- Applies knowledge of School Board and system operations and functions as related to informational requests
- Reports regularly to the superintendent any developments or issues within the school system which may require the Superintendent's awareness or action
- Establishes and maintains effective relationships with the public, media, and officials

EXECUTIVE ADMINISTRATIVE ASSISTANT TO THE SUPERINTENDENT**ESSENTIAL RESPONSIBILITIES**

- Maintains and balances budget for the Superintendent's office
- ~~May utilize computer terminal and/or microcomputer for activities such as data entry/retrieval, word processing, and generation of reports~~
- Utilizes advanced technology devices and applications in maintaining the Office of the Superintendent
- Compiles data from a wide variety of sources for the purpose of preparing reports, making recommendations, and/or preparing information
- Prepares, maintains, and reviews records and reports for accuracy and completeness
- Maintains thorough knowledge of school district policies and procedures
- Maintains complex confidential files and records of office correspondence, documents, reports and other material, to include personnel records, for the Superintendent
- Prepares Electronic Board Book
- Performs other 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: 7/78; REVISED: 6/79 SSN; REVISED: 3/82; REVISED: 9/86 RW; BOARD APPROVED: 9/24/86; FORMAT REVISED: 3/88; REVISED: (TITLE) 8/90; BOARD APPROVED: 8/22/90; REVISED: 6/91 BMP (D&R ONLY); REVISED: (TITLE) 4/02, REVISED (D & R/MQ's): 10/02 PBL; BOARD APPROVED: 11/12/02; REVISED FORMAT, TITLE, QUALS, ER, ADA 3/13, LM; BOARD APPROVED:

EXECUTIVE ADMINISTRATIVE ASSISTANT TO THE SUPERINTENDENT

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				

Executive Administrative Secretary to the Superintendent – PTS

04/23/13 05:30 PM

Regular School Board Meeting301 Fourth Street SW
Largo, FL 33770**Pinellas County
Schools****SCHEDULED****REQUEST FOR APPROVAL (ID # 3937)****April 23, 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 April 24, 2013:

- Deputy Superintendent (ADM C14)
- Associate Superintendent, Student and Community Support Services (ADM C13)
- Chief of Human Resources Services to *Assistant Superintendent, Human Resources Services* (ADM C12)
- Chief of Technology and Information Systems to *Assistant Superintendent, Technology and Information Systems* (ADM C12)
- Executive Director, Elementary School Education (ADM C11)
- Executive Director, Middle School Education (ADM C11)
- Executive Director, High School Education (ADM C11)
- Secretary to Deputy Superintendent (NR D14)
- Secretary to Chief of Human Resources Services to *Secretary to Assistant Superintendent, Human Resources Services* (NR D12)
- Secretary to Chief of Technology and Information Systems to *Secretary to Assistant Superintendent, Technology and Information Systems* (NR D12)

BACKGROUND:

A reorganization of positions within the Pinellas County School District initiated by the Superintendent of Schools to align positions to the District Strategic 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:

To better align administrative positions within the district towards a goal to increase student achievement, while ensuring focus of curriculum, instruction, and assessment for continuous improvement of student engagement and academic achievement.

IMPACT STATEMENT:

No impact to funding

DATA SOURCE:

All applicable individuals currently in the position and their administrator
Lill McKendry, Compensation Analyst

SUBMITTED BY:

Ron Ciranna, J.D., Chief of Human Resources Services

ATTACHMENTS:

- 42313 Reorg JDs new (PDF)



PROPOSED ORGANIZATIONAL CHANGES

Superintendent of Schools
Associate Superintendent, of Teaching and Learning
Associate Superintendent, Student and Community Support Services
Effective April 24, 2013

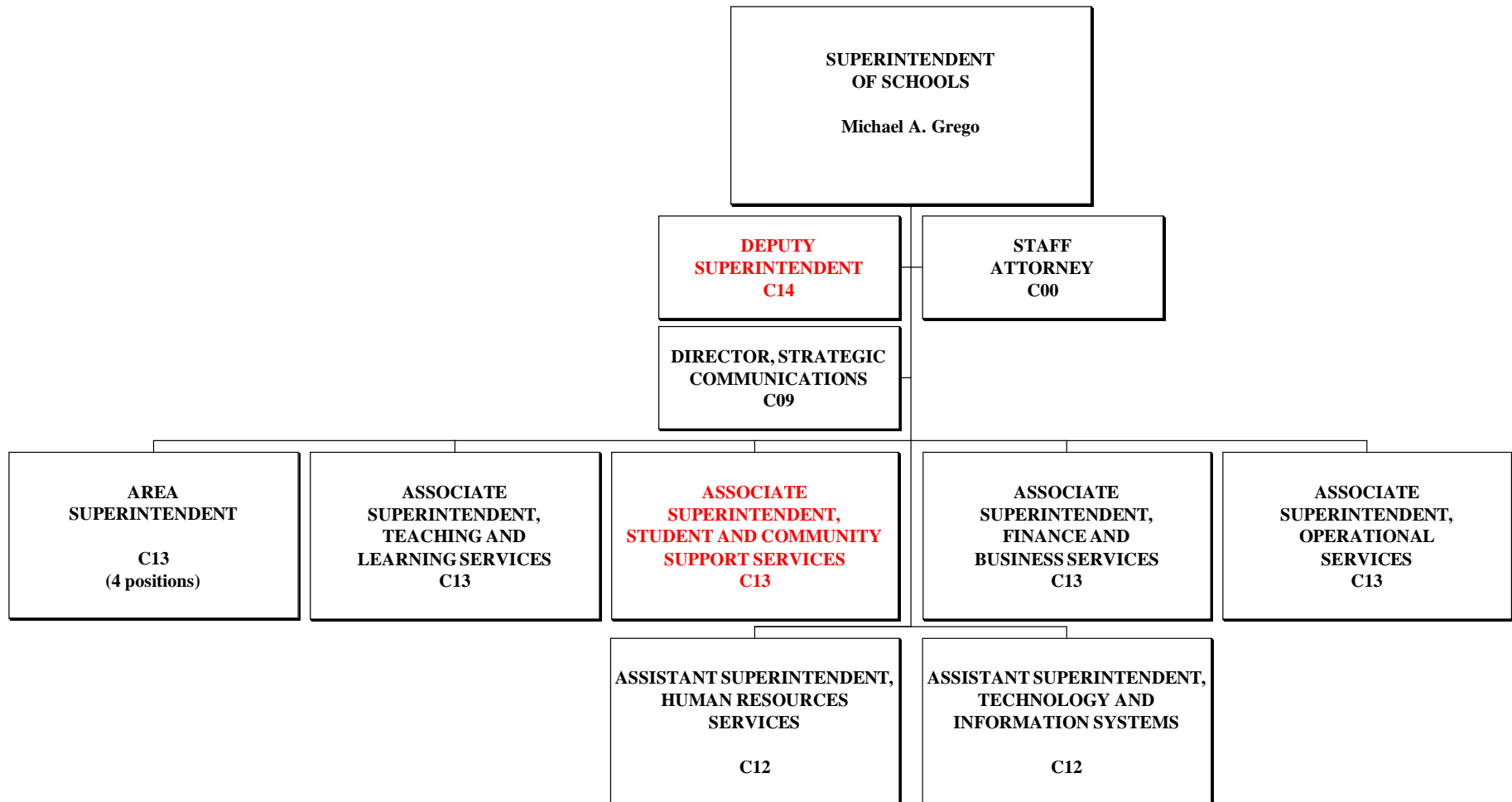
RED Titles indicate new positions

☐ Solid Boxes Indicate Administrators

☐ Dashed Boxes Indicate P/T/S

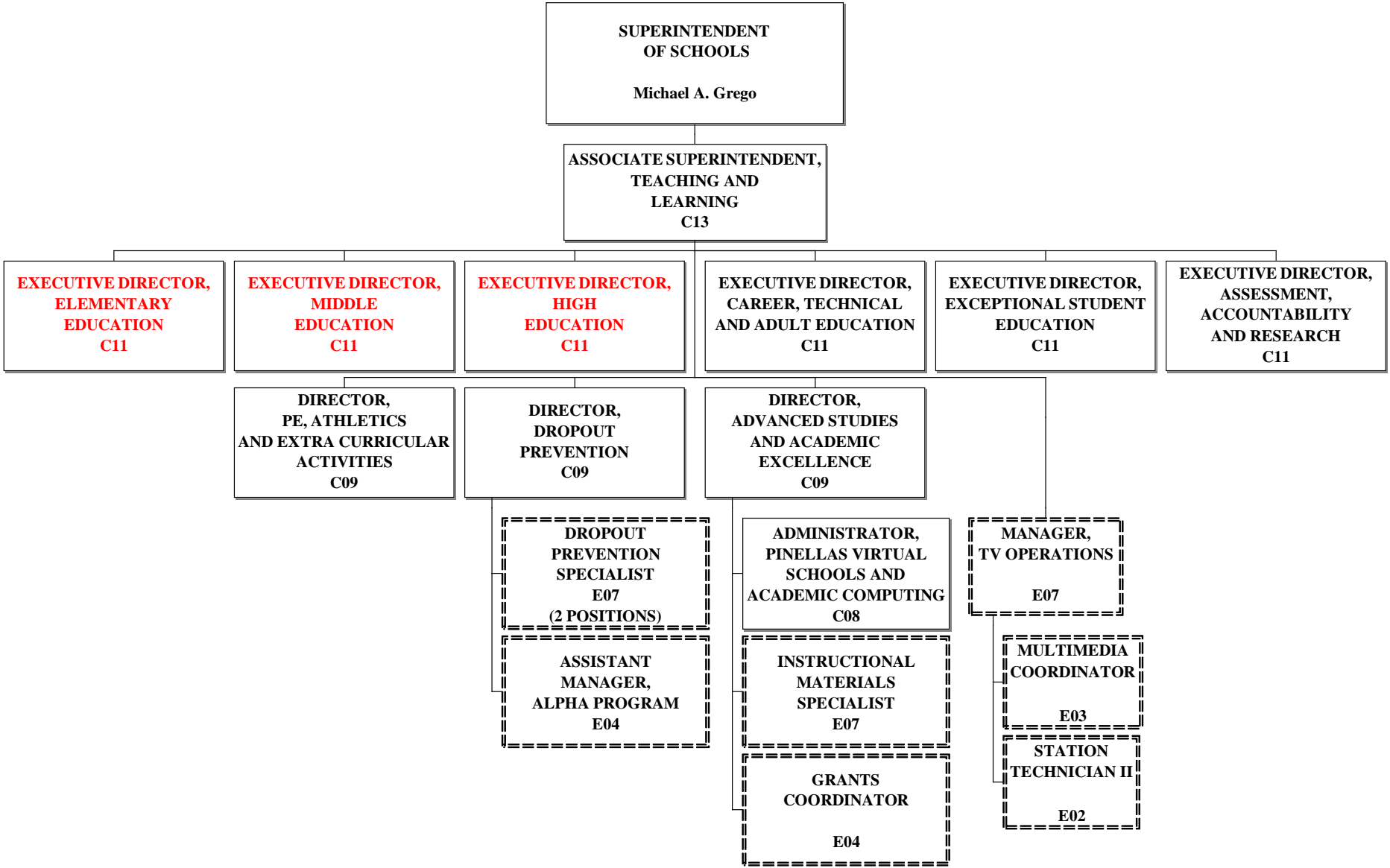
SUPERINTENDENT OF SCHOOLS

10.4.a



Attachment: 42313 Reorg JDs new (3937 : Request Approval to Revise And/Or Create the Following Job

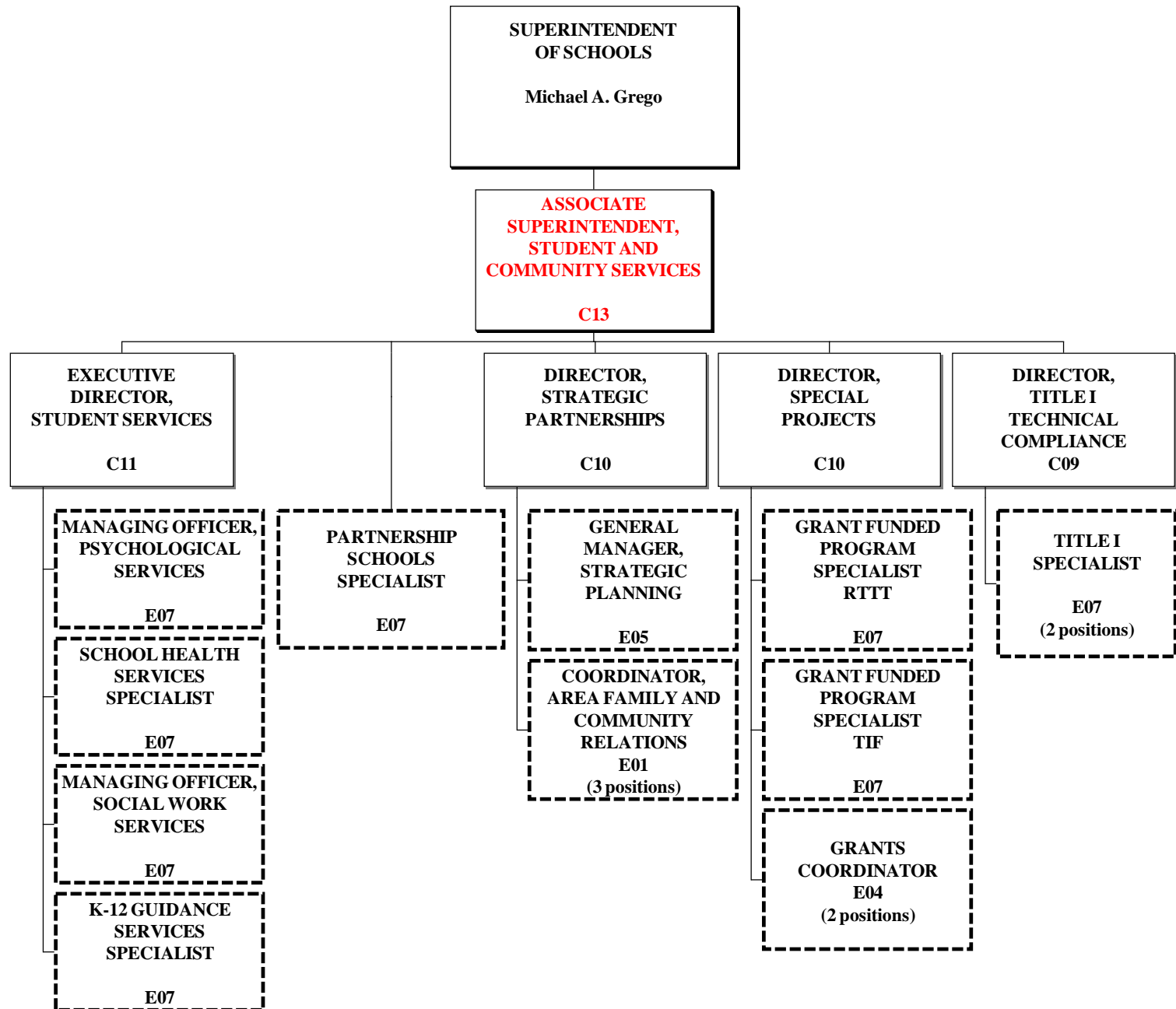
ASSOCIATE SUPERINTENDENT, TEACHING AND LEARNING



Attachment: 42313 Reorg JDs new (3937 : Request Approval to Revise And/OR Create the Following Job

ASSOCIATE SUPERINTENDENT, STUDENT AND COMMUNITY SERVICES

10.4.a



Attachment: 42313 Reorg JDs new (3937 : Request Approval to Revise And/Or Create the Following Job

PINELLAS COUNTY SCHOOL DISTRICT, FLORIDA

PCSB:
Pay Grade: C14

FLSA: Exempt
Administrative

DEPUTY SUPERINTENDENT
REPORTS TO: Superintendent of Schools
SUPERVISES: Support Staff
<p>QUALIFICATIONS: Master's degree from an accredited college or university. At least five (5) years of leadership experience at the district and/or school level in an administrative capacity. Must show evidence of working knowledge of the principles of quality management or commit to begin training in the area of quality management within the first six (6) months of employment.</p> <p>PREFERRED: Doctorate degree from an accredited college or university. Certification in Administration/Supervision at the elementary and/or secondary level, Educational Leadership, or an equivalent certification as defined by the Florida Department of Education.</p>
MAJOR FUNCTION
Serves as Acting Superintendent in the absence of the Superintendent; assumes all the duties and responsibilities of the Superintendent. Serves as a staff officer to the Superintendent, including, but not limited to, keeping the superintendent informed as to all financial, information services, facilities, operational, and personnel issues, and status of the school system. Provides advice as to the appropriate use of all resources of the district; recommends changes in policy and practice; and assists in the preparation of agenda for Board meetings. Directs activities of the district to be in compliance with law, policy, and regulations in a manner that ensures the optimal use of district assets.
ESSENTIAL RESPONSIBILITIES
<ul style="list-style-type: none"> Serves as Acting Superintendent in the absence of the Superintendent; assumes all the duties and responsibilities of the Superintendent Act as Chief of Staff to organize staff functions and monitor progress whether solely in a division or jointly among divisions Disseminates information in order to accomplish the district's goals Coordinates and manages the financial, information services, facilities, and operational activities of the district Advises and counsels with the Superintendent on all areas of responsibility and recommends action Recommends to the Superintendent policies pertaining to the district school system as necessary for the most efficient operation Assists in the preparation of the School Board meeting agenda, preparing related actions items of routine and priority nature, as well as timely reports Recommends to the Superintendent plans for contracting, receiving, purchasing, acquiring by condemnation, leasing, selling, holding, transmitting, and conveying title to real property and personal property Supervises the assembling of data, studies, and surveys essential to the development of a more efficient and effective School District Recommends resulting programs to the Superintendent as the basis for operation within the Pinellas County School District Recommends the establishment, organization, and operation of services as are needed to provide adequate services for all children in the district

ESSENTIAL RESPONSIBILITIES (Continued)

- Oversees the development of fiscal/school year calendars for the operations of the district
- Recommends policies and procedures for the closing of any or all schools/facilities in the event of an emergency
- Recommends to the Superintendent the proper policies and procedures for the attendance and control of pupils at school and for the proper attention to health, safety, and other matters which will best promote the welfare of children
These areas include but are not limited to:
 - Admitting, classifying, promoting, transporting, and graduating pupils to or from various schools in the district
 - Enforcement of all laws and regulations
 - Employment of qualified employees
 - Control, discipline, suspension, and expulsion of pupils
 - Staff duties and responsibilities, which need to be performed and positions which need to be filled
 - Minimum qualifications of personnel for these various positions
 - Nominations for reappointment
 - Adoption of a salary schedule or salary schedules to be used as the basis for paying district employees
- Recommends to the Superintendent a districtwide facilities program including construction, refurbishing, land acquisition, financing, and cost controls
- Oversees the development of annual staffing plans and district budgets
- Recommends to the Superintendent necessary revenue sources, availability, and options
- Ensures accurate accounting for all district funds
- Recommends to the Superintendent policies and procedures related to appropriate and compliant retention
- Coordinates and facilitates communications with federal, state, county, and local agencies and stakeholders of the district
- Recommends to the Superintendent procedures whereby stakeholders are adequately informed of the educational programs, needs, and objectives of public education within the district
- Recommends procedures for implementing and maintaining a system of school improvement and education accountability as provided by statute and state rules
- Provides outstanding customer service and use of positive interpersonal communicational skills
- Ensures compliance with Board rules and applicable federal laws and regulations
- Performs other 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 2/28/13, LM; BOARD APPROVED:

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				

Deputy Superintendent – ADM

PINELLAS COUNTY SCHOOL DISTRICT, FLORIDA

PCSB:
Pay Grade: C13

FLSA: Exempt
Administrative

ASSOCIATE SUPERINTENDENT, STUDENT AND COMMUNITY SUPPORT SERVICES

REPORTS TO:

Superintendent of Schools

SUPERVISES:

Executive Director, Student Services Director, Partnership Schools Director, Strategic Partnerships Director, Special Projects Director, Title I Support Staff

QUALIFICATIONS:

Master's degree from an accredited college or university with certification in Administration and Supervision, Educational Leadership, School Principal, or an equivalent certification as defined by the Florida Department of Education. Five (5) years related professional experience. Three (3) years educational administrative/supervisory experience. Demonstrated organizational and communication skills. Must show evidence of working knowledge of the principles of quality management or commit to begin training in the area of quality management with in the first six (6) months of employment.

MAJOR FUNCTION

The Associate Superintendent, Community and Student Support Services performs a variety of supervisory and administrative tasks in developing, directing, and overseeing the day-to-day operations of the Community and Student Support Services Division including translating the district's educational philosophy, goals, and objectives into active terms that directly benefit students. Is responsible for the administration of the division's departments including the supervision of its personnel, functions, goal setting, communicating, and decision-making while coordinating the delivery of community and student support to the PreK–Adult curriculum. This position works directly with all other Associate Superintendents and Area Superintendents to develop systematic approaches to evaluate and improve community and student support to determine the most effective means of closing the achievement gaps and increasing student achievement for every student in a safe learning environment. Vested with the authority of the Superintendent to resolve issues related to the day-to-day operations of the Division of Student and Community Support Services.
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ESSENTIAL RESPONSIBILITIES

- | |
|---|
| <ul style="list-style-type: none"> • Advocates, facilitates, and monitors the alignment of student and community support services in the accomplishment of district goals and School Improvement Plans • Provides leadership and direction for the development and implementation of strategic plans within the division aligned with and supportive of the district strategic plan • Interprets impact of legislation, state board rule, and policy as it relates to all support services • Monitors and communicates trend, benchmark, and comparison data in the areas of curriculum, instruction, assessment, and improvement activities to assist school personnel in analyzing data for continuous improvement of student achievement • Represents the division on the Superintendent's cabinet, serves on community boards as requested, and acts as liaison with community groups, parents, colleges, universities, and other agencies |
|---|

ASSOCIATE SUPERINTENDENT, STUDENT AND COMMUNITY SUPPORT SERVICES

ESSENTIAL RESPONSIBILITIES (Continued)
<ul style="list-style-type: none"> • Communicates budget parameters from various funding allocations, Florida Education Finance Program (FEFP) alignment information, and legislative mandates • Develops division's annual budget; provides input for school staffing models • Participates in FTE projections, student assignment, and represents division in planning capital outlay projects • Develops and monitors program processes and services based on data and the needs of students, teachers, administrators, families, businesses, and community • Solicits and monitors customer satisfaction results and provides leadership in the evaluation and modification of programs through advisory committees and other groups • Provides direction for the improvement of student achievement system-wide in grades PreK–Adult • Develops, organizes, and implements models of technical assistance for schools with low student achievement • Develops, organizes, and implements model programs and practices for schools with average to high student achievement including acceleration mechanisms • Develops, organizes, and implements models of Multi-Tiered Systems of Support and/or Response To Intervention • Works with Florida Department of Education (FLDOE) and the United States Department of Education (USDOE), as needed • Works collaboratively with Area Superintendents, school system departments, community agencies, local universities, research laboratories, and all other stakeholders • Maintains contact with other school systems to share ideas and information • Represents the Superintendent, upon request • Attends professional meetings (national, state, and local) to keep informed on current developments as they pertain to the division • Performs other related duties as required
TERMS OF EMPLOYMENT
<p><i>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.</i></p> <p><i>Performance of the job will be evaluated in accordance with provisions of the School Board's policy on evaluation of personnel.</i></p> <p><i>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.</i></p>
HISTORY OF JOB CLASSIFICATION
<p>ISSUED: 3/01/13 LM; BOARD APPROVED:</p>

ASSOCIATE SUPERINTENDENT, STUDENT AND COMMUNITY SUPPORT SERVICES

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				

Associate Superintendent, Student and Community Support Services – ADM

PINELLAS COUNTY SCHOOL DISTRICT, FLORIDA

PCSB: 0125
Pay Grade: C12

FLSA: Exempt
Administrative

CHIEF OF ASSISTANT SUPERINTENDENT, HUMAN RESOURCES SERVICES**REPORTS TO:**

~~Associate Superintendent, Operational Services~~ Superintendent of Schools

SUPERVISES:

Director, Human Resources
Director, Professional Development
Director, Employee Benefits, Health and Risk Management
Office of Professional Standards
Office of Equal Opportunity
Senior Compensation Analyst
Support Staff

QUALIFICATIONS:

Master's degree from an accredited college or university in the area of educational administration and supervision, educational leadership, or an equivalent certification as defined by the Florida Department of Education. Five (5) years of administrative experience in a school-based or district office assignment at the level of principal or higher.

OR

Bachelor's degree from an accredited college or university in human resource management or a related field and five (5) years of recent senior level management experience in the field of human resources with a large organization or governmental institution having 500+ employees. Must show evidence of a working knowledge of the principles of quality management or commit to begin training in the area of quality management within the first six (6) months of employment.

PREFERRED:

Juris Doctorate degree, Master's in Business Administration, Doctorate in Business Administration, or Doctorate in Education. Three (3) years or more of successful senior level management experience in a school personnel or human resources department.

MAJOR FUNCTION

~~Chief of Assistant Superintendent, Human Resources Services~~ provides service pertaining to administrative, instructional, supporting services, and applicants from initial contact/recruitment through the hiring process and to retirement. Provides synchronization in all matters of collective bargaining and labor relations. Responsible for the overall coordination and management of Human Resources including Equal Opportunity, Office of Professional Standards, Employee Relations, Compensation, Professional Development, and Risk Management and Insurance. Provides direction to the Human Resources Department, with major objectives of attracting, and retaining qualified personnel, providing competitive salary, encouraging professional development through appropriate training programs, and maintaining good personnel relations.

ESSENTIAL RESPONSIBILITIES

- Represents all areas of Human Resources on the Superintendent's Cabinet
- Represents the School Board of Pinellas County in labor relations activities to include collective bargaining, grievance processing, presentation of arbitration cases, presentation of special master proceedings, and consultation with labor units on proposed changes in wages, hours, or terms, and conditions of employment

CHIEF OF ASSISTANT SUPERINTENDENT, HUMAN RESOURCES SERVICES**ESSENTIAL RESPONSIBILITIES (Continued)**

- Prepares training components for all administrators on labor relations issues
- Provides contract interpretation to all other divisions on matters relating to personnel actions and changes affecting bargaining unit personnel
- Provides leadership and overall direction to the Human Resources and Risk Management teams in developing and implementing goals, objectives, policies, and procedures
- Oversees activities pertaining to employee compensation
- Serves as a member of the Administrative Prescreening/Interviewing Committee
- Develops and manages District Staffing Plan including career and succession planning
- Coordinates all district management development activities including administrative training and development and Targeted Selection Interviewing
- Coordinates the preparation of the Personnel Board List and the development of Board agenda items pertinent to areas of responsibility
- Serves on the Budget Steering Committee
- Works with management team in the development of departmental annual budgets
- Provides timely responses to a variety of inquiries received by the Superintendent and the Board throughout the school year
- Coordinates the development and distribution of the teacher, student, and personnel calendars
- Directs the district's employee relations program
- Develops, implements, and monitors the District Affirmative Action/Equal Opportunity Plan
- Develops, maintains, and audits the district's Education Equity Plan
- Develops policies (subject to approval) for compliance with applicable equal employment and equal education laws; communicates related policies
- Serves as liaison between the school district and government enforcement agencies
- Acts as a liaison with community organizations to communicate the Affirmative Action Plan, Human Resources Initiatives, and the District Strategic Plan
- Oversees the activities of employee recruitment, placement, orientation, transfers, evaluations, terminations, retirements, and records including specialized hiring such as contracted services, additional duty, hourly instructional, substitutes, supplements, and extended school year
- Performs other 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: 3/82; TITLE BOARD APPROVED: 4/9/86; FORMAT REVISED: 7/88; REVISED: 6/96 PBL, TITLE BOARD APPROVED: 6/96; REVISED (MQ's): 10/98 PBL; BOARD APPROVED: 10/13/98; REVISED: 8/99 PBL; BOARD APPROVED: 8/99; D&R REVISED: 11/05 AK; REACTIVATE TITLE; REVISED MF and D&R: 7/10; LM, BOARD APPROVED: 7/27/10; REVISED FORMAT, TITLE, MF, ER, ADA; 5/12, LM; BOARD APPROVED: 6/12/12 REVISED TITLE 3/13, LM; BOARD APPROVED:

CHIEF OF ASSISTANT SUPERINTENDENT, HUMAN RESOURCES SERVICES

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					
26. Operating automobile, vehicle, or van			X		
27. Other physical, mental or visual ability required by the job	X				

Chief Of Assistant Superintendent, Human Resources Services – ADM

PINELLAS COUNTY SCHOOL DISTRICT, FLORIDA

PCSB: 0133
Pay Grade: C12

FLSA: Exempt
Administrative

CHIEF OF ASSISTANT SUPERINTENDENT, TECHNOLOGY AND INFORMATION SYSTEMS**REPORTS TO:**

Superintendent of Schools

SUPERVISES:

Director, Operations and User Support
Director, Network and Telecommunications
Director, Application Support and Development
Senior User Support Analyst (RTTT)
Support Staff

QUALIFICATIONS:

Graduation from an accredited college or university with a degree in computer science with coursework in computer sciences, information management, or a related area of study; or business and industry experience in the field of technology systems, technology systems integration, or information systems; or demonstrated experience in business or industry leading or managing technology information services.

PREFERRED:

Prior successful management and leadership skills desired. Experience with multiple operating systems, software packages, and/or open source environments.

MAJOR FUNCTION

Performs administrative work directing major data processing and information systems activities for the Pinellas County School System. Is responsible for providing productivity improvements in all functional activities through enhanced systems and software capability. Provides support for improving organizational efficiency through improved methods, techniques, and better utilization of resources. Organizes overall data processing and information systems resources to provide efficient and effective services to the school system. Provides technology guidance to the Superintendent and the school system.

ESSENTIAL RESPONSIBILITIES

- Develops and implements long-range technology and information systems plans
- Develops and implements a comprehensive hardware, software, communication, and database strategy placing major focus on reliability, availability, and serviceability leading to efficient and effective systems and services
- Manages personnel, administrative, and data processing technology and information systems activities
- Provides an architecturally coherent path for end users, systems, and applications
- Provides district representation on various state and national management technology and information committees
- Directs the work of department administrators and supervisors and their respective functions ensuring that activities assigned are completed in the most competent, effective, and efficient manner
- Identifies potential areas of improvement that can be achieved by new systems and modification of existing systems
- Develops plans and budgets for technology and information systems and data processing activities and measures, tracks, and meets those plans

CHIEF OF ASSISTANT SUPERINTENDENT, TECHNOLOGY AND INFORMATION SYSTEMS**ESSENTIAL RESPONSIBILITIES (Continued)**

- Recruits outstanding personnel for placement within the technology and information systems function and provides ongoing development for employees
- Applies cost/benefit analysis criteria to current and proposed applications, hardware and software configurations, organizational structuring, and personnel management to ensure acceptable return on investment
- Analyzes resource requirements and utilization, and based on the analysis, initiates programs for improvement in productivity and data management
- Reviews requests for additional technology and information systems services and identifies impacts on current and planned resources
- Evaluates new hardware and software technology and assesses its applicability relative to the requirements of the school system
- Plans and participates in management education in technology and information systems and data processing concepts
- Reports performance of personnel and equipment resources and identifies significant levels and/or problems
- Acts as major focal point and assumes sign-off responsibility for acquisition activities relating to hardware, software, contract service, and consulting services as they relate to technology and information systems and the school system
- Develops, implements, and enforces a complete technology and information systems disaster recovery plan
- Devises, approves, and promulgates technology and information systems policies and standards
- Performs other 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: 8/82; TITLE AND MQ's BOARD APPROVED: 8/11/82; REVISED: 10/85; MQ's REVISED AND BOARD APPROVED: 10/8/86; FORMAT REVISED: 7/88; REVISED: 2/89 MW; BOARD APPROVED: 3/8/89; REVISED (MQ's): 10/98 PBL; BOARD APPROVED: 10/13/98; REVISED MQ'S: 6/07 AK; BOARD APPROVED: 7/31/07; REVISED FORMAT, TITLE, PREF, MF, ER, & ADA, 5/12 LM; BOARD APPROVED: 6/12/12; REVISED TITLE 3/13 LM; BOARD APPROVED:

CHIEF OF ASSISTANT SUPERINTENDENT, TECHNOLOGY AND INFORMATION SYSTEMS

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				

Chief of Assistant Superintendent, Technology and Information Systems – ADM

PINELLAS COUNTY SCHOOL DISTRICT, FLORIDA

PCSB:
Pay Grade: C11

FLSA: Exempt
Administrative

EXECUTIVE DIRECTOR, ELEMENTARY SCHOOL EDUCATION**REPORTS TO:**

Associate Superintendent, Teaching and Learning Services

SUPERVISES:

Content Specialists
Instructional Staff
Support staff

QUALIFICATIONS:

Master's degree with state certification in Supervision at the elementary and/or secondary level, Educational Leadership, Administration, School Principal, or an equivalent certification as defined by the Florida Department of Education. Minimum of three (3) years administrative or supervisory experience and five (5) years related professional experience. Demonstrated experience in program planning and implementation. Demonstrated organizational, communication, and planning skills. Must show evidence of a working knowledge of the principles of quality management or commit to begin training in the area of quality management within the first six (6) months of employment.

MAJOR FUNCTION

The Executive Director, Elementary School Education is responsible for the administration, supervision, and management of curriculum and instruction duties and functions. The duties will be identified and assigned through a cooperative working relationship with the Associate Superintendent, Teaching and Learning Services. Responsibilities include goal setting, planning, organizing, coordinating, decision-making, and communicating with central administration and school-based personnel.

ESSENTIAL RESPONSIBILITIES

- Responsible for the overall design and delivery of the elementary curriculum at all schools
- Works with the Area Superintendents and Associate Superintendent, Teaching and Learning Services to ensure complete fidelity of the curriculum at all elementary schools
- Assists in the development and implementation of the Division Strategic Plan
- Helps define and interpret the district's educational goals, particularly those related to the District's Strategic Plan
- Facilitates cross-functional articulation among work teams and departments within Teaching and Learning Services
- Works to forecast, plan, implement, and improve the elementary instructional program to support school improvement
- Assists with the establishment of budget priorities for elementary programs
- Participates in departmental FTE projections, staffing model recommendations, problem-solving, public relations, and development of policies and procedures
- Assists with the allocation of academic and related-arts teaching units
- Assists in the communication of curriculum information to all principals and content specialists
- Works with the Associate Superintendent, Teaching and Learning Services and Executive Directors in the Teaching and Learning Services Division to coordinate all curriculum tasks

EXECUTIVE DIRECTOR, ELEMENTARY SCHOOL EDUCATION

ESSENTIAL RESPONSIBILITIES (Continued)

- Assists with the development and publication of curriculum materials, textbook recommendations, and course code directories
- Assists with elementary Summer Bridge and Extended Learning planning
- Provides input to the districtwide professional development plan
- Communicates with university personnel to improve teacher-training programs and facilitate intern placement
- Maintains close relationships with community agencies
- Assists with the planning of educational specifications for new facilities
- Monitors elementary academic and related-arts textbook purchases
- Plans and conducts curriculum meetings
- Coordinates elementary school task forces and steering committees
- Plans and conducts elementary assistant principal meetings
- Performs duties and responsibilities as a Teaching and Learning Services team member
- Advocates, facilitates, and monitors the alignment of curriculum, instruction, assessment, and improvement in the accomplishment of district goals
- Assists with the development and implementation of the District Improvement Assistance Plan and the K-12 Reading Plan
- Represents the Associate Superintendent, Teaching and Learning Services on standing committees
- Assists schools in analyzing data to continually improve student achievement
- Contributes toward professional growth and performance through providing professional development opportunities for the members of the elementary school education team
- Participates in the School Improvement Plan review
- Serves on community boards as requested
- Performs other 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: 3/01/13 LM; BOARD APPROVED:

EXECUTIVE DIRECTOR, ELEMENTARY SCHOOL EDUCATION

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				

Executive Director, Elementary School Education – ADM

PINELLAS COUNTY SCHOOL DISTRICT, FLORIDA

PCSB:
Pay Grade: C11

FLSA: Exempt
Administrative

EXECUTIVE DIRECTOR, MIDDLE SCHOOL EDUCATION**REPORTS TO:**

Associate Superintendent, Teaching and Learning Services

SUPERVISES:

Content Specialists
Instructional Staff
Support Staff

QUALIFICATIONS:

Master's degree with state certification in Supervision at the elementary and/or secondary level, Educational Leadership, Administration, School Principal, or an equivalent certification as defined by the Florida Department of Education. Minimum of three (3) years administrative or supervisory experience and five (5) years related professional experience. Demonstrated experience in program planning and implementation. Demonstrated organizational, communication, and planning skills. Must show evidence of a working knowledge of the principles of quality management or commit to begin training in the area of quality management within the first six (6) months of employment.

MAJOR FUNCTION

The Executive Director, Middle School Education is responsible for the administration, supervision, and management of curriculum and instruction duties and functions. The duties will be identified and assigned through a cooperative working relationship with the Associate Superintendent, Teaching and Learning Services. Responsibilities include goal setting, planning, organizing, coordinating, decision-making, and communicating with central administration and school-based personnel.

ESSENTIAL RESPONSIBILITIES

- Responsible for the overall design and delivery of the middle school curriculum at all schools
- Works with the Area Superintendents and Associate Superintendent, Teaching and Learning Services to ensure complete fidelity of the curriculum at all middle schools
- Assists in the development and implementation of the Division Strategic Plan
- Helps define and interpret the district's educational goals, particularly those related to the Highest Student Achievement strategic direction
- Facilitates cross-functional articulation among work teams and departments within Teaching and Learning Services
- Works to forecast, plan, implement, and improve the middle school instructional program to support school improvement
- Assists with the establishment of budget priorities for middle school programs
- Participates in departmental FTE projections, staffing model recommendations, problem-solving, public relations, and development of policies and procedures
- Assists in the communication of curriculum information to all principals and content specialists
- Assists with the coordination of promotion and awards

EXECUTIVE DIRECTOR, MIDDLE SCHOOL EDUCATION

ESSENTIAL RESPONSIBILITIES (Continued)

- Works with the Associate Superintendent, Teaching and Learning Services and Executive Directors in the Teaching and Learning Services Division to coordinate all curriculum tasks
- Assists with the development and publication of curriculum materials, textbook recommendations, and course code directories
- Assists with middle school Summer Bridge and Extended Learning planning
- Provides input to the districtwide professional education plan
- Communicates with university personnel to improve teacher-training programs and facilitate intern placement
- Maintains close relationships with community agencies
- Assists with the planning of educational specifications for new facilities
- Coordinates textbook planning and allocations of funds
- Monitors middle school academic and related-arts textbook purchases
- Plans and conducts curriculum meetings
- Advocates, facilitates, and monitors the alignment of curriculum, instruction, assessment, and improvement in the accomplishment of district goals
- Assists with the development and implementation of the District Improvement Assistance Plan and the K-12 Reading Plan
- Assists schools in analyzing data to continually improve student achievement
- Contributes toward professional growth and performance through providing professional development opportunities for the members of the middle school education team
- Participates in the School Improvement Plan review
- Coordinates middle school task forces and steering committees
- Assists with the assignment of middle school academic and related-arts units
- Represents the Associate Superintendent, Teaching and Learning Services on standing committees
- Plans and conducts middle school assistant principal meetings
- Performs duties and responsibilities as a Teaching and Learning Services team member
- Performs other 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: 3/01/13 LM, BOARD APPROVED:

EXECUTIVE DIRECTOR, MIDDLE SCHOOL EDUCATION

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				

Executive Director, Middle School Education - ADM

PINELLAS COUNTY SCHOOL DISTRICT, FLORIDA

PCSB:
Pay Grade: C11

FLSA: Exempt
Administrative

EXECUTIVE DIRECTOR, HIGH SCHOOL EDUCATION**REPORTS TO:**

Associate Superintendent, Teaching and Learning Services

SUPERVISES:

Content Specialists
Instructional Staff
Support staff

QUALIFICATIONS:

Master's degree with state certification in Supervision at the elementary and/or secondary level, Educational Leadership, Administration, School Principal, or an equivalent certification as defined by the Florida Department of Education. Minimum of three (3) years administrative or supervisory experience and five (5) years related professional experience. Demonstrated experience in program planning and implementation. Demonstrated organizational, communication and planning skills. . Must show evidence of a working knowledge of the principles of quality management or commit to begin training in the area of quality management within the first six (6) months of employment.

MAJOR FUNCTION

The Executive Director, High School Education is responsible for the administration, supervision and management of curriculum and instruction duties and functions. The duties will be identified and assigned through a cooperative working relationship with the Associate Superintendent, Teaching and Learning Services. Responsibilities include goal setting, planning, organizing, coordinating, decision-making, and communicating with central administration and school-based personnel.

ESSENTIAL RESPONSIBILITIES

- Responsible for the overall design and delivery of the high school curriculum at all schools
- Works with the Area Superintendents and Associate Superintendent, Teaching and Learning Services to ensure complete fidelity of the curriculum at all high schools
- Assists in the development and implementation of the Division Strategic Plan
- Helps define and interpret the district's educational goals, particularly those related to the Highest Student Achievement strategic direction
- Facilitates cross-functional articulation among work teams and departments within Teaching and Learning Services
- Works to forecast, plan, implement and improve the high school instructional program to support school improvement
- Assists with the establishment of budget priorities for high school programs
- Participates in departmental FTE projections, staffing model recommendations, problem-solving, public relations, and development of policies and procedures
- Assists in the communication of curriculum information to all principals and content specialists
- Assists with the coordination of graduations and awards

EXECUTIVE DIRECTOR, HIGH SCHOOL EDUCATION

ESSENTIAL RESPONSIBILITIES (Continued)

- Works with the Associate Superintendent, Teaching and Learning Services and Executive Directors in the Teaching and Learning Services Division to coordinate all curriculum tasks
- Assists with the development and publication of curriculum materials, textbook recommendations, and course code directories
- Assists with high school Summer Bridge and Extended Learning planning
- Provides input to the districtwide professional education plan
- Communicates with university personnel to improve teacher-training programs and facilitate intern placement
- Maintains close relationships with community agencies
- Assists with the planning of educational specifications for new facilities
- Coordinates textbook planning and allocations of funds
- Monitors high school academic and related-arts textbook purchases
- Plans and conducts curriculum meetings
- Advocates, facilitates, and monitors the alignment of curriculum, instruction, assessment, and improvement in the accomplishment of district goals
- Assists with the development and implementation of the District Improvement Assistance Plan and the K-12 Reading Plan
- Assists schools in analyzing data to continually improve student achievement
- Contributes toward professional growth and performance through providing professional development opportunities for the members of the high school education team
- Participates in the School Improvement Plan review
- Coordinates high school task forces and steering committees
- Assists with the assignment of high school academic and related-arts units
- Represents the Associate Superintendent, Teaching and Learning Services on standing committees
- Plans and conducts high school assistant principals for curriculum meetings
- Performs duties and responsibilities as a Teaching and Learning Services team member
- Performs other 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: 3/01/13 LM; BOARD APPROVED:

EXECUTIVE DIRECTOR, HIGH SCHOOL EDUCATION

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				

Executive Director, High School Education - ADM

PINELLAS COUNTY SCHOOL DISTRICT, FLORIDA

PCSB: 7250
Pay Grade: D14

FLSA: Non-Exempt

SECRETARY TO DEPUTY SUPERINTENDENT**REPORTS TO:**

Deputy Superintendent

SUPERVISES:

Not applicable

QUALIFICATIONS:

Graduation from a standard high school or possession of a GED, plus six (6) years advanced secretarial experience. Successful completion of PCSB Secretary IV Test (typing 60 wpm). Demonstrated proficiency in computer literacy. Demonstrated knowledge of Microsoft Word, Excel, OUTLOOK, and the TERMS system.

MAJOR FUNCTION

Performs complex, varied, and highly responsible secretarial, clerical, and administrative duties requiring an extensive working knowledge of the organization and programs under the Deputy Superintendent's jurisdiction. Functions are varied in subject matter and level of difficulty and may range from performance of routine clerical assignments to relieving the Deputy Superintendent of administrative details ~~and office management functions~~. Work is performed under general supervision ~~and with~~ only highly technical or confidential assignments ~~are~~ given close attention by the Deputy Superintendent.

ESSENTIAL RESPONSIBILITIES

- ~~Keys correspondence, articles, reports, manuals, forms, and other materials utilizing word processing applications, composes and signs routine correspondence; checks and proofreads typed copy~~
- Receives and routes telephone calls; answers questions which may involve interpretation of policies and procedures
- Handles incoming correspondence, both personal and confidential written and electronic
- Initiates and composes correspondence of a routine and/or complex nature and handles non-routine matters, as required
- ~~Opens, reads, and sorts incoming mail; m~~ Maintains files and records of office correspondence, documents, reports, and other material
- Serves as personal administrative assistant to the Deputy Superintendent ~~by planning, initiating and carrying to completion clerical, secretarial, and administrative activities~~
- Coordinates meetings, conferences, speaking engagements, and appointments for the Deputy Superintendent
- Develops materials for use in public speaking engagements
- ~~As assigned, a~~ Attends conferences as assigned to take notes and ~~to gain knowledge of issues problems, projects, and plans of the Deputy Superintendent and to follow through on all requests made of recommended and approved by the Deputy Superintendent~~
- Makes arrangements for conferences including space, time, and place; informs participants of topics to be discussed and provides background information for these conferences when necessary
- Serves as office receptionist; greets, announces, and routes visitors
- Prepares payrolls, requisitions supplies, and monitors budget; ~~may supervise the activities of other clerical personnel~~

SECRETARY TO DEPUTY SUPERINTENDENT

ESSENTIAL RESPONSIBILITIES (Continued)

- Serves as acting Administrative Assistant to the Superintendent in the absence of the Administrative Assistant to the Superintendent
- Applies knowledge of school system policies, procedures, and regulations in making decisions, solving work problems, and proofreading information
- Reports regularly to the Deputy Superintendent any developments or issues within the school system which may require the Deputy Superintendent's awareness or action
- ~~Utilizes a computer for activities such as data entry/retrieval, word processing, generation of reports, and preparation of visual and print presentations~~
- Utilizes advanced technology devices and applications in maintaining the Office of the Deputy Superintendent
- Compiles data from a wide variety of sources for the purpose of preparing reports, making recommendations, and/or preparing information
- Prepares, maintains, and reviews records and reports for accuracy and completeness
- Performs other 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: 7/79; FORMAT REVISED: 3/88; REVISED: (TITLE) 9/90; BOARD APPROVED: 9/12/90 ; MQ'S REVISED: 2/93 PBL; BOARD APPROVED: 2/24/93; TITLE REVISED: 3/95; PBL; BOARD APPROVED: 4/25/95; REVISED: (D&R & MQ'S) 8/95 PBL; BOARD APPROVED: 9/27/95; REVISED WC: 6/04 LM; REVISED D&R, PREFERRED, & ADA 10/11 LM; REVISED FORMAT, QUALIFICATIONS, ER, MF, ADA 4/13 LM; BOARD APPROVED:

SECRETARY TO DEPUTY SUPERINTENDENT

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				

Secretary to Deputy Superintendent – NR

PINELLAS COUNTY SCHOOL DISTRICT, FLORIDA

PCSB: 7251
Pay Grade: D12

FLSA: Non-Exempt

SECRETARY TO CHIEF OF ASSISTANT SUPERINTENDENT, HUMAN RESOURCES SERVICES

REPORTS TO:

Chief Of Assistant Superintendent, Human Resources Services

SUPERVISES:

Not Applicable

QUALIFICATIONS:

Graduation from a standard high school or possession of a GED, plus four (4) years advanced secretarial experience. Successful completion of PCSB Secretary IV Test (typing-60 wpm). Demonstrated proficiency in computer literacy. Demonstrated knowledge of Microsoft Word, Excel, OUTLOOK and the TERMS system.

PREFERRED:

~~Demonstrated proficiency in computer literacy and~~ experience within the Human Resources area.

MAJOR FUNCTION

Performs highly responsible, varied, and complex secretarial, clerical, and delegated administrative duties requiring considerable knowledge of the Human Resources and district organizations and programs under the Chief of Assistant Superintendent, Human Resources Services' jurisdiction. Functions are varied and the level of difficulty ranges from performance of routine clerical assignments to relieving the Chief of Assistant Superintendent, Human Resources Services of administrative and office management details. Work is performed with considerable independence under general direction. Often requires the use of independent judgment and the application of knowledge of School Board policies and procedures in a variety of work situations. Work is reviewed through conferences and results obtained.

ESSENTIAL RESPONSIBILITIES

- ~~Keys correspondence, articles, reports, manuals forms and other materials utilizing word processing applications; composes and signs routine correspondence; checks and proof reads keyed copy; prepares records and reports~~
- Initiates and composes correspondence of a routine and/or complex nature and handles non-routine matters, as required
- Serves as personal assistant by planning, initiating, and carrying to completion clerical, secretarial, and administrative activities and may have supervisory responsibilities and/or provide lead direction to other clerical personnel over a clerical staff
- Signs routine correspondence; checks and proofreads keyed copy; reads incoming mail and routes to appropriate offices; screens and routes telephone calls; answers inquiries and provides information which may involve interpretation of School Board policies and departmental procedures
- Meets with general public and may release information pertaining to department procedures and policies; refers questions to appropriate employees or departments, when warranted
- Prepares Human Resources agenda items for all School Board meetings
- Maintains and independently researches and assembles information from files and records; prepares reports and summaries requiring specialized knowledge
- ~~Makes arrangements for~~ Coordinates meetings, conferences, appointments, and administrative travel; prepares agendas and compiles/distributes appropriate materials
- Maintains and balances budget for the Human Resources department

SECRETARY TO CHIEF OF ASSISTANT SUPERINTENDENT, HUMAN RESOURCES SERVICES

ESSENTIAL RESPONSIBILITIES (Continued)
<ul style="list-style-type: none"> • Prepares payrolls; requisitions supplies; processes work orders; coordinates budget and contracts; may supervise and/or provide lead direction to other clerical personnel • <u>Reports regularly to the Assistant Superintendent, Human Resources any developments or issues within the district which may require awareness or action</u> • <u>Prepares, maintains, and reviews for accuracy, articles, reports, manuals, forms, and other materials utilizing appropriate computer applications</u> • Applies knowledge of school system policies, procedures, and regulations in making decisions, solving work problems, and providing information • Acts as executive office manager for the Human Resources Department • <u>Utilizes advanced technology devices and applications</u> Utilizes a computer for activities such as data entry/retrieval, word processing, and generation of reports • Performs other related work as required
TERMS OF EMPLOYMENT
<p><i>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.</i></p> <p><i>Performance of the job will be evaluated in accordance with provisions of the School Board's policy on evaluation of personnel.</i></p> <p><i>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.</i></p>
HISTORY OF JOB CLASSIFICATION
<p>ISSUED: 6/12 LM; BOARD APPROVED; 7/24/12; REVISED TITLE 3/13 LM; BOARD APPROVED:</p>

SECRETARY TO CHIEF OF ASSISTANT SUPERINTENDENT, HUMAN RESOURCES SERVICES

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				

Secretary to Chief of Assistant Superintendent, Human Resources Services – NR

PINELLAS COUNTY SCHOOL DISTRICT, FLORIDA

PCSB:
Pay Grade: D12

FLSA: Non-Exempt

SECRETARY TO ASSISTANT SUPERINTENDENT, TECHNOLOGY AND INFORMATION SYSTEMS

REPORTS TO:

Assistant Superintendent, Technology and Information Systems

SUPERVISES:

Not Applicable

QUALIFICATIONS:

Graduation from a standard high school or possession of a GED, plus four (4) years advanced secretarial experience. Successful completion of PCSB Secretary IV Test (typing-60 wpm). Demonstrated proficiency in computer literacy.

PREFERRED:

~~Demonstrated proficiency in computer literacy.~~

MAJOR FUNCTION

Performs highly responsible, varied, and complex secretarial, clerical, and delegated administrative duties requiring ~~considerable~~ extensive knowledge of the organizations and programs under ~~an Assistant Superintendent's~~ the Assistant Superintendent, Technology and Information Systems' jurisdiction. Functions are varied and the level of difficulty ranges from performance of routine clerical assignments to relieving the ~~Area Superintendent~~ Assistant Superintendent, Technology and Information Systems of administrative and office management details. Work is performed with considerable independence under general direction ~~and often requires~~ requiring the use of independent judgment and the application of knowledge of School Board policies, ~~and procedures, and programs~~ in a variety of work situations involving continual inter-departmental relations. Work is reviewed through conferences and ~~results obtained~~ observations of the effectiveness of the work performed.

ESSENTIAL RESPONSIBILITIES

- Keys letters, memoranda, forms, ~~and other materials utilizing; a computer~~ reports, organizational charts, TIS policy and procedures manual, and other materials utilizing word processing applications
- Serves Assistant Superintendent, Technology and Information Systems and the department by planning, initiating, and carrying to completion clerical, secretarial, and administrative activities
- Composes and ~~Signs~~ routine correspondence; checks and proofreads keyed copy; reads incoming mail and routes to appropriate offices; screens and routes telephone calls; answers inquiries and provides information which may involve interpretation of School Board policies and departmental procedures
- Maintains and independently researches and assembles information from files and records; prepares reports and summaries requiring specialized knowledge
- Maintains/updates the Florida Department of Education Master School Identification file for Pinellas County Schools, working closely with the staff at the Florida Department of Education
- Maintains/updates the Florida Department of Education Contact Verification Report
- Makes arrangements for meetings, conferences, appointments and ~~administrative~~ travel for the Assistant Superintendent, Technology and Information Systems, the TIS directors, managers, and other department staff; prepares agendas and compiles/distributes appropriate materials.
- Administers the two technology technician tests, Core Hardware and Operating Systems, to applicants applying for technology positions; keeps detailed record log of test scores

SECRETARY TO ASSISTANT SUPERINTENDENT, TECHNOLOGY AND INFORMATION SYSTEMS**ESSENTIAL RESPONSIBILITIES (Continued)**

- Administers the two programming tests, Diagramming and Reasoning, to all programming applicants; keeps detailed record log of test scores
- Coordinates members for interview committees; schedules interview appointments; coordinates and composes interview questions; distributes interview packets to the committee
- Maintains multiple computer lab calendars; schedules district training sessions and appointments
- Maintains multiple department conference room calendars; schedules appointments and meetings for TIS department and district staff
- Maintains multiple vehicle calendars and log book for TIS vehicles; schedules routine maintenance
- Prepares multiple payrolls for staff in Technology and Information Systems Department and Records Management Department; enters purchase order requisitions for hardware, software, supplies, and other purchased services; processes work orders; monitors budget; assists with the department asset inventory; may supervise and/or provide lead direction to other clerical personnel
- Monitors electronic Outboard; edits/updates department staff names
- Applies knowledge of school system policies, procedures, and regulations in making decisions, solving work problems, and providing information
- Utilizes a computer for activities such as data entry/retrieval, ~~word processing~~, and generation of reports using Word, Excel, Power Point, Visio, TERMS, and FOCUS software applications
- Coordinates consulting staff and schedules; approves and signs off on time sheets
- Meets the general public and may release information pertaining to department procedures and policies; refers questions to appropriate employees or departments, when warranted
- Performs other 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: 11/89 PBL; MQ'S REVISED: 5/90 PBL; BOARD APPROVED: 8/22/90; MQ'S REVISED: 2/93 PBL; BOARD APPROVED: 2/24/93; REVISED WC: 6/04 LM: REVISED D&R, PREFERRED, ADA 10/11 LMCK. REVISED FORMAT, TITLE, MF, ER, ADA, 8/12; LM; BOARD APPROVED:

SECRETARY TO ASSISTANT SUPERINTENDENT, TECHNOLOGY AND INFORMATION SYSTEMS

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				

Secretary to Assistant Superintendent, Technology and Information Systems – NR

SCHEDULED

REQUEST FOR APPROVAL (ID # 3957)

APRIL 23, 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. School Turnaround AmeriCorps Program Grant Application \$500,677.00
- B. Amendment (roll forward funds) to Title I, Part A Grant \$5,983,560.15
- C. Adult Education and Family Literacy Adult General Education Grant Renewal \$1,468,501.00
- D. Adult Education and Family Literacy – English Literacy/Civics Education Grant Renewal \$277,204.00
- E. Carol M. White Physical Education Program (PEP) Grant Application \$2,009,131.00

BACKGROUND:

- A. The School Turnaround AmeriCorps initiative is a collaborative effort of the Corporation for National and Community Service and the U.S. Department of Education to increase educational achievement, high school graduation rates, and college readiness for students in our nation's lowest-performing elementary, middle, and high schools. The project will provide Twenty two full time AmeriCorps members and an additional 75 AmeriCorps member volunteers will support school turnaround efforts in three lowest-performing elementary schools: Fairmount Park, Lakewood, and Woodlawn.

STRATEGIC DIRECTION/GOAL: Student Achievement

- B. Title I Part A roll forward funds in the amount of 5,983,560.15 will be added to the budget approved on June 12, 2012 resulting in a new total of 31,558,421.15. Additional funds will be utilized to provide extended instructional time for students through the Summer Bridge program; supplemental intervention materials for reading and math; and computers, materials and supplies for science labs.

STRATEGIC DIRECTION/GOAL: Student Achievement

- C. This multi-agency project provides adult students with opportunities to acquire academic knowledge and skills to successfully transition into higher education or the workplace. The project's aim is student success by focusing on increased student performance and foundation skills.

STRATEGIC DIRECTION/GOAL: Student Achievement

- D. This project will address limited English proficient adults throughout the district. It provides classes at sites convenient to these individuals and expands services even further through distance learning initiatives. This grant will pay for staffing, supplies, and equipment to provide traditional classes in high need areas and distance classes countywide to serve populations that are high need but may not be large enough to support traditional programs through FTE.

STRATEGIC DIRECTION/GOAL: Student Achievement

- E. The purpose of the Carol M. White Physical Education (PEP) Program is to improve students' health-related fitness and consumption of fruits and vegetables. This project will revise and improve the district's student fitness pilot based on the new Presidential Youth Fitness Program and then deploy the program in middle schools.

STRATEGIC DIRECTION/GOAL: Student Achievement; Safe Learning Environment

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, (All Items)
 Charlene Einsel, Ph. D., Turnaround Officer (Item A)
 Mary R. Conage, Title I Director (Item B)
 Laura Sargent, Adult Education Managing Officer (Items C,D)
 Peggy Johns, Health Education Specialist (Item E)

SUBMITTED BY:

Steven Swartzel, Director, Governmental Services

ATTACHMENTS:

- A AmeriCorps Program Grant Application 042313 (PDF)
- B Title I Part A amendment (roll forward funds) 042313 (PDF)
- C Adult Ed and Family Literacy Adult General Ed grant 042313 (PDF)
- D Adult Ed and Family Literacy 042313 (PDF)
- E Carol M White Physical Ed Program grant 042313 (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 23, 2013.

A. Title of Project: School Turnaround AmeriCorps Program 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: \$500,677.00

Status of Project:

New: X Renewal: Amendment:
If Amendment:

Additional Funds: Reduced Funds: Time Extension: Other:

Fund Source:

State: Federal: X Other:

Length of Project: 36 Months

Starting Date: August 1, 2013 Ending Date: July 31, 2016

Strategic Direction(s): Student Achievement

Program Description: The School Turnaround AmeriCorps initiative is a collaborative effort of the Corporation for National and Community Service and the U.S. Department of Education to increase educational achievement, high school graduation rates, and college readiness for students in our nation’s lowest-performing elementary, middle, and high schools. The proposed project aligns with the goals of the School Improvement Grant for the targeted schools and matches the PCS vision for school turnaround. Twenty two full time AmeriCorps members and an additional 75 AmeriCorps member volunteers will support school turnaround efforts in three lowest-performing elementary schools: Fairmount Park, Lakewood, and Woodlawn. The grant will fund six full time onsite substitute teachers and one parent engagement coordinator at each school. The project will fund a University of South Florida St. Petersburg community liaison to recruit, coordinate, train and monitor 75 student volunteers to support the schools. Additionally, funding will be used to implement the evidence based programs Check and Connect and Fountas & Pinnell Leveled Literacy Intervention System.

Page 2:

Rationale: The higher percentage of failed to fill jobs at the identified schools places a burden on teachers that lose planning time to cover classes with no substitute or disrupts the learning of students who are placed throughout the school in other classrooms to work independently. The grant project will reduce the number of unfilled teaching vacancies when teachers are absent and increase common planning time for instructional staff. Academic engagement and achievement will also improve through additional tutoring and mentoring opportunities.

Usage in other districts: N/A Yes No

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

Students to be served/Target Audience: Students at Fairmount Park, Lakewood, and Woodlawn

Performance Data, Research Findings, or Improvement Results:

Each identified school has a higher percentage of failed to fill jobs, when teachers are absent, than the district average. Total failed to fill jobs%: district (20), Fairmount Park (31), Lakewood (41), and Woodlawn (23). Studies find that teachers are typically absent nine or ten days per year. That means that between K and 12th grade, students are taught by someone else other than their regular teacher for the equivalent of two-thirds of a school year.

Contact Person: Charlene Einsel, Ph.D., Turnaround Officer

Grant Proposal/Contract Developer(s): Michelle Robinson, Special Projects

NO COST TO DISTRICT OPERATING FUNDS

Target Schools: Fairmount Park, Lakewood, and Woodlawn Elementary Schools

Budget

Personnel (Salaries & Fringe)	\$ 461,796.00
• 22 AmeriCorps Service Members	
Materials & Supplies	\$ 7,121.00
Travel & Registrations	\$ 541.00
• Required staff training	
Purchased Services	\$ 8,129.00
• University of Minnesota for Check & Connect	
• External evaluation	
Indirect Costs (Federal Funds Only)	\$ 23,090.00
TOTAL	\$ 500,677.00

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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 23, 2013.

B. Title of Project: Amendment (roll forward funds) to Title I, Part A 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: \$ 5,983,560.15 additional (new total \$31,558,421.15)

Status of Project:

New: Renewal: Amendment: X
If Amendment:

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

Fund Source:

State: Federal: X Other:

Length of Project: 12 Months

Starting Date: July 1, 2012

Ending Date: June 30, 2013

Strategic Direction(s): Student Achievement

Program Description:

Title I Part A roll forward funds in the amount of 5,983,560.15 will be added to the budget approved on June 12, 2012 resulting in a new total of 31,558,421.15. Additional funds will be utilized to provide extended instructional time for students through the Summer Bridge program; supplemental intervention materials for reading and math; and computers, materials and supplies for science labs. As required, a portion of roll forward funds will be used to provide equitable services for participating private schools. This will include summer enrichment programs, supplemental instructional materials, parental involvement activities, and professional development.

Attachment: B Title I Part A amendment (roll forward funds) 042313 (3957 : Special Projects)

Page 2:

Rationale: Approval of this amendment will benefit students attending Title I schools in the following ways:

Summer Bridge- Summer learning loss is a primary factor which perpetuates achievement gaps between economically disadvantaged students and their more affluent peers. Providing additional learning time during the summer will mitigate the effects of what is known as the “summer slide.”

Leveled Literacy Intervention Kits- Early intervention for reading development is foundational to students’ success in all other academic subjects. LLI is a research-based and evidence-based intervention that accelerates students with deficiencies in reading skills. Additional kits will be purchased in order to serve more students in Title I schools.

Science labs and ST Math program- Differentiated, engaging, hands on instruction is essential to addressing academic needs of students who are not meeting grade level expectations in mathematics and science. These resources will be used to plan and provide relevant, project-based, appropriately paced learning activities that will increase students’ content knowledge and skills in math and science.

Professional development activities- Teachers who are empowered with knowledge and skill in content and pedagogy are key to closing achievement gaps for economically and educationally disadvantaged students. Teachers will receive stipends for participation in various professional learning activities, aligned to their Individual Professional Development Plans.

Parental engagement activities- When families are engaged as partners in learning, student achievement is positively impacted. The Title I Family Resource Library will be open during the summer for families to access books, educational games, and other resources. In addition, sets of high interest, grade level appropriate books with a calendar of recommended summer activities will be provided for families of participating private school students.

Page 3:

Usage in other districts: Yes X No

Visits by PCS Staff: NA Date: Person:

Students to be served/Target Audience: Students attending Title I public schools and participating private schools

Performance Data, Research Findings, or Improvement Results: NA, Entitlement program

Contact Person: Mary R. Conage, Title I Director

Grant Proposal/Contract Developer(s): Mary R. Conage, Title I Director

NO COST TO DISTRICT OPERATING FUNDS

Target Schools: 46 Title I schools (elementary and middle) and 28 participating private schools

Budget

Personnel (Salaries & Fringe)	\$ 2,432,272.10
Materials & Supplies	\$ 689,447.00
Technology	\$ 2,056,841.05
Purchased Services	\$ 805,000.00
• Consultants	
• Transportation	
TOTAL	\$ 5,983,560.15

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Attachment: B Title I Part A amendment (roll forward funds) 042313 (3957 : Special Projects)

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

Please approve the following for submission for funding at the School Board Meeting of:
April 23, 2013.

C. Title of Project: Adult Education and Family Literacy Adult General Education Grant

If this is a contractual agreement requiring bids or formal quotes, the director of purchasing has authorized this agreement according to purchasing requirements.

 X The “**Checklist for Contractual Agreements**” form has been signed by the Project Manager and the Director of Purchasing, and submitted to the Director of Special Projects.

Amount of Project: \$ 1,468,501.00

Status of Project:

New: Renewal: X Amendment:
If Amendment:

Fund Source:

State: Federal: X Other:

Length of Project: 12 Months

Starting Date: 7/1/2013

Ending Date: 6/30/2014

Strategic Direction(s): Student Achievement

Program Description:

This multi-agency project provides adult students with opportunities to acquire academic knowledge and skills to successfully transition into higher education or the workplace. The project's aim is student success by focusing on increased student performance and foundation skills. Students will be empowered to make realistic career choices, in order to become self-sufficient and to break intergenerational cycles of illiteracy and poverty. Though a comprehensive program of instruction, support services, and recruitment/retention, the populations of educationally disadvantaged adults (less than 9th grade), undereducated adults (non high-school graduates), incarcerated and adult offenders, institutionalized adults, adults in the workplace, minorities, immigrants, limited English proficient adults, at-risk youths (16 years or older) and family literacy participants will be served. An Agreement between Pinellas County Schools and READ Pinellas, Inc. focuses on support activities for increased student performance, especially among illiterate adults and beginning readers.

Rationale: If approved, grant project will provide the additional funds needed to provide enhanced instructional support services to approximately 10,000 low literate adult students that will help ensure their educational success.

Page 2:

Usage in other districts: Yes No X

Visits by PCS Staff: N/A

Students to be served/Target Audience: Uneducated and undereducated adults (16 and older)

Performance Data, Research Findings, or Improvement Results:

	<u>LCPs</u>	<u>GEDs</u>
09-10	23,175	1,718
10-11	23,592	1,673
11-12	17,052	1,423

LCP = Literacy Completion Point (passing portion of GED test or showing improvement of at least one Functioning Level on standardized TABE or CASAS Test)

Contact Person: Laura Sargent, Adult Education Managing Officer

Grant Proposal/Contract Developer(s): Michelle Steiner, Adult Education Coordinator
Anne Morgan, Adult Education Coordinator

NO COST TO DISTRICT OPERATING FUNDS

Target Schools: Clearwater Adult Education Center, Dixie Hollins Adult Education Center, Lakewood Community School, Northeast Community School, Palm Harbor Community School, Tomlinson Adult Learning Center and PTEC centers.

Budget

Personnel (Salaries & Fringe)	\$ 737,964.00
• Fulltime resource and support (4)	
• Classroom teacher/part-time	
• Curriculum support/part-time	
• Teacher aide/part-time	
• Classroom teacher/Adult Ed/fulltime (4)	
• Fulltime computer support (2)	
Materials & Supplies	\$ 227,220.00
Travel & Registrations	\$ 33,500.00
Equipment and Other Capital Costs	\$ 405,300.00
Purchased Services	\$ 20,000.00
Indirect Costs (Federal Funds Only)	\$ 44,517.00
TOTAL	\$ 1,468,501.00

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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 23, 2013.

D. Title of Project: Adult Education and Family Literacy – English Literacy/Civics
 Education

If this is a contractual agreement requiring bids or formal quotes, the director of
 purchasing has authorized this agreement according to purchasing requirements.

 X The “**Checklist for Contractual Agreements**” form has been signed by the
 Project Manager and the Director of Purchasing, and submitted to the Director of
 Special Projects.

 N/A

Amount of Project: \$ 277,204.00

Status of Project:

New: Renewal: X Amendment:
 If Amendment:

Additional Funds: Reduced Funds: Time Extension: Other:

Fund Source:

State: Federal: X Other:

Length of Project: 12 Months

Starting Date: 7/1/2013

Ending Date: 6/30/2014

Strategic Direction(s): Student Achievement

Program Description: This project will address limited English proficient adults throughout the district. It provides classes at sites convenient to these individuals and expands services even further through distance learning initiatives. Educational services will be provided by Pinellas County Schools and support services such as one-on-one tutoring will be provided through an agreement with the United Methodist Cooperative Ministries. The agreement which delineates the responsibilities of the parties is incorporated as part of the project proposal. This grant will pay for staffing, supplies, and equipment to provide traditional classes in high need areas and distance classes countywide to serve populations that are high need but may not be large enough to support traditional programs through FTE.

Rationale: This project will be in its tenth year. It expands the school district's ability to provide an integrated program of services that incorporates English literacy and civics education for the least literate, most economically disadvantaged limited English proficient adults in our community. To effectively participate in the education, work, and civic opportunities of this county, immigrants, refugees, and asylees must not only master English but be able to understand and navigate governmental, educational, and workplace systems and key institutions, such as banking and health care.

Page 2:

Usage in other districts: N/A Yes No

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

Students to be served/Target Audience: Limited English proficient adults (16 and older)
Immigrants / Refugees / Asylees

Performance Data, Research Findings, or Improvement Results:

<u>YEAR</u>	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>	<u>2012-13</u>
<u>LCPs</u>	1506	1600	1511	1764	1785	1880	1294	in progress

LCP = Literacy Completion Point (showing improvement of one Functioning Level on standardized test)
Please note: decrease in #s consistent with statewide trend due to new tuition fees & new residency rules

Contact Person: Laura Sargent, Adult Education Managing Officer

Grant Proposal/Contract Developer(s): Sandra S. Thursby, Adult ESOL Coordinator

NO COST TO DISTRICT OPERATING FUNDS

Target Schools: Clearwater Adult Education Center, Dixie Hollins Evening Adult School,
Lakewood Community School, Northeast Community School, Palm
Harbor Community School, Tomlinson Adult Learning Center

Budget

Personnel (Salaries & Fringe)	\$ 134,284.00
<ul style="list-style-type: none"> • 4 part-time hourly teachers - existing • 2 CSE teachers for training & curr. devel. - existing • 1 part-time teacher aide - existing • 9 CSE employees for assessment - existing • 1 fulltime distance learning teacher - existing 	
Materials & Supplies	\$ 45,771.00
Travel & Registrations	\$. 2,500.00
Equipment and Other Capital Costs	\$ 29,600.00
Purchased Services	\$ 55,000.00
<ul style="list-style-type: none"> ▪ Agreement with United Methodist Cooperative Ministries ▪ Technical services to place previously developed <i>Living In Pinellas County</i> curriculum on a website 	
Indirect Costs (Federal Funds Only)	\$ 10,049.00
TOTAL	\$ 277,204.00

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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 23, 2013.

E. Title of Project: Carol M. White Physical Education Program (PEP) Grant Application

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: \$ 2,009,131.00

Status of Project:

New: X Renewal: Amendment:
If Amendment:

Additional Funds: Reduced Funds: Time Extension: Other:

Fund Source:

State: Federal: X Other:

Length of Project: 36 Months

Starting Date: October 1, 2013

Ending Date: September 30, 2016

Strategic Direction(s): Student Achievement; Safe Learning Environment

Program Description: The purpose of the Carol M. White Physical Education (PEP) Program is to improve students' health-related fitness and consumption of fruits and vegetables. This project will revise and improve the district's student fitness pilot based on the new Presidential Youth Fitness Program and then deploy the program in middle schools. The project will include new evidenced-based instructional materials and professional development to support high quality implementation of the Next Generation of Sunshine State Standards for Physical Education and nutrition education. Collaborative partnerships with the Pinellas County Health Department, All Children's Hospital, local governments, and community-based organizations will increase students' physical activity and healthy eating outside of the regular school day. Grant funds will also fund new recognition systems and rewards that will incentivize healthier behaviors in students.

Rationale: The superintendent's District Strategic Plan calls for a student fitness pilot. Using the staff from the Communities Putting Prevention to Work (CPPW) grant, a pilot fitness program was developed and is being implemented for the second semester of 2013 in three middle

Page 2:

schools. In an effort to successfully expand this pilot, the following resources are necessary to accomplish this task: 1) Physical Education teacher trainings on instructional strategies for critical thinking, reading strategies, and Common Core State Standards, 2) equipment and resources such as white boards and printed materials to provide instruction in the gym, 3) SMART goal training and materials, 4) training on grading assessment rubrics for both teachers and students to reflect and set appropriate fitness goals.

Usage in other districts: Yes X No

Visits by PCS Staff: NA Date: Person:

Students to be served/Target Audience: Students in 23 targeted middle schools

Performance Data, Research Findings, or Improvement Results:

41.5% of middle school students in targeted schools eat 0 – 2 servings of fruits or vegetables daily
27.6% of middle school students in targeted schools are moderately to vigorously active less than two days per week.

Contact Person: Peggy Johns, Health Education Specialist

Grant Proposal/Contract Developer(s): Peggy Johns, Health Education Specialist

NO COST TO DISTRICT OPERATING FUNDS

Target Schools: All middle schools

Budget

Personnel (Salaries & Fringe)	\$ 553,326.00
• Project Coordinator (new)	
• Teacher on Special Assignment (new)	
• Part time Clerical (new)	
• Contracted Service	
• Stipends	
Materials & Supplies	\$ 510,701.00
Travel & Registrations	\$ 48,000.00
Purchased Services	\$ 817,168.00
• Training Consultants	
• All Children's Hospital	
• The Edible Peace Patch Project	
• City of St. Petersburg Recreation	
• Evaluator	
Indirect Costs (Federal Funds Only)	\$ 79,936.00
TOTAL	\$ 2,009,131.00

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04/23/13 05:30 PM

Regular School Board Meeting301 Fourth Street SW
Largo, FL 33770**Pinellas County
Schools****SCHEDULED****REQUEST FOR APPROVAL (ID # 3939)**

April 23, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval of Budget Amendment No. 6 (February 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 No. 1 is recommended.

RATIONALE:

The Budget Amendment is procedurally necessary to update our budget to reflect the changes outlined under "BACKGROUND".

Operating Fund

- (1) Increases or decreases to state and local revenues, with offsetting increases or decreases to appropriations.
- (2) Adjustments to reflect changes in coding based on actual or proposed expenditures.

Debt Service

No change.

Capital Outlay Fund

- (1) Increases or decreases to state and local revenues, with offsetting increases or decreases to appropriations.
- (2) Adjustments to reflect changes in coding based on actual or proposed expenditures.

Contracted Programs Fund

- (1) Increases or decreases to state and local revenues, with offsetting increases or

decreases to appropriations.

(2) Adjustments to reflect changes in coding based on actual or proposed expenditures.

American Recovery and Reinvestment Act (ARRA) Targeted Assistance & RTTT

(1) Increases or decreases to state and local revenues, with offsetting increases or decreases to appropriations.

(2) Adjustments to reflect changes in coding based on actual or proposed expenditures.

School Food Service Fund & High School Beverage

Adjustments to reflect changes in coding based on actual or proposed expenditures.

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 \$86,134 which has corresponding appropriations in various functions.
- School Recognition revenue decreased \$88,781 as a result of the Florida Education Finance Program (FEFP) Third Calculation.
- Miscellaneous State increased \$36,594 for Florida Student Assistance Grant (FSAG).
- Rental income increased \$591,442 with corresponding offsets to appropriations.
- Student fees increased \$11,889 with corresponding appropriations mainly in 5300 function.
- Miscellaneous local sources increased \$1,893,396 which represents \$66,328 in revenue received from miscellaneous school based collections and \$1,827,068 in e-Rate reimbursements for primary internet access, phone service and WAN.
- Capital Outlay Transfers increased by \$89,518 which represents revenue for Charter School Capital Outlay.

Total estimated revenues and transfers increased \$2,620,192. Appropriations increased \$2,792,085. There was no change in non-spendable, restricted or assigned fund balance. Unassigned fund balance decreased \$171,893.

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

Request for Approval (ID # 3939)

Meeting of April 23, 2013

ATTACHMENTS:

- Budget Amendment No. 6 (PDF)

FUNC- OBJECT TION		DESCRIPTION	Original Budget 9/11/2012	BUDGET AMENDMENT No. 5	Increase/ (Decrease)	BUDGET AMENDMENT No. 6
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	3,027,447	86,134	3,113,581
3230	000	DISABILITIES EDUCATION ACT	13,870	13,870	0	13,870
	TOTAL	FEDERAL THRU STATE	\$2,766,870	\$3,041,317	\$86,134	\$3,127,451
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	(88,781)	4,979,132
3371	000	VOLUNTARY PRE K PROGRAM	70,711	649,783	0	649,783
3399	000	MISCELLANEOUS STATE REVENUE	4,598,755	5,103,384	36,594	5,139,978
	TOTAL	STATE SOURCES	\$322,209,154	\$320,821,689	(\$52,187)	\$320,769,502
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	1,428,698	591,442	2,020,140
3430	000	INTEREST INCOME	2,500,000	2,500,000	0	2,500,000
346X	000	STUDENT FEES	2,404,534	2,723,671	11,889	2,735,560
3481	000	CHARGES FOR SERVICES	1,300,000	1,300,000	0	1,300,000
349X	000	MISCELLANEOUS LOCAL SOURCES	8,361,153	11,183,394	1,893,396	13,076,790
	TOTAL	LOCAL SOURCES	\$400,324,349	\$403,689,890	\$2,496,727	\$406,186,617
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	\$728,172,896	\$2,530,674	\$730,703,570

Attachment: Budget Amendment No. 6 (3939 : Budget Amendment No. 6 (February 2013))

PINELLAS COUNTY SCHOOL BOARD

For the Month Ending
February 28, 2013

FUNC- OBJECT		DESCRIPTION	Original Budget 9/11/2012	BUDGET AMENDMENT No. 5	Increase/ (Decrease)	BUDGET AMENDMENT No. 6
OPERATING (GENERAL) FUND - ESTIMATED REVENUE						
<i>OTHER FINANCING SOURCES</i>						
TRANSFERS						
3630	000	TRANS. FROM CAPITAL PROJECTS	23,255,318	23,625,550	89,518	23,715,068
3670	000	TRANS FROM INTERNAL SERVICE FUND	2,244,682	2,244,682	0	2,244,682
TOTAL TRANSFERS			<u>\$25,500,000</u>	<u>\$25,870,232</u>	<u>\$89,518</u>	<u>\$25,959,750</u>
 <i>TOTAL OTHER FINANCING SOURCES</i>			 <u>\$25,500,000</u>	 <u>\$25,870,232</u>	 <u>\$89,518</u>	 <u>\$25,959,750</u>
TOTAL ESTIMATED RESOURCES			<u>\$751,420,373</u>	<u>\$754,043,128</u>	<u>\$2,620,192</u>	<u>\$756,663,320</u>
 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			<u>\$60,679,627</u>	<u>\$60,679,627</u>	<u>\$0</u>	<u>\$60,679,627</u>
TOTAL ESTIMATED REVENUE AND FUND BALANCE			<u>\$812,100,000</u>	<u>\$814,722,755</u>	<u>\$2,620,192</u>	<u>\$817,342,947</u>
 TOTAL COMBINED ESTIMATED REVENUE AND FUND BALANCE			 <u>\$812,100,000</u>	 <u>\$814,722,755</u>	 <u>\$2,620,192</u>	 <u>\$817,342,947</u>

Attachment: Budget Amendment No. 6 (3939 : Budget Amendment No. 6 (February 2013))

PINELLAS COUNTY SCHOOL BOARD

For the Month Ending
February 28, 2013

FUNG- OBJECT DESCRIPTION			Original Budget 9/11/2012	BUDGET AMENDMENT No. 5	Increase/ (Decrease)	BUDGET AMENDMENT No. 6
OPERATING (GENERAL) FUND - APPROPRIATIONS						
		REGULAR EDUCATION				
5100	100	SALARIES	253,958,801	254,552,849	(126,409)	254,426,440
5100	200	EMPLOYEE BENEFITS	71,436,759	71,478,623	45,159	71,523,782
5100	300	PURCHASED SERVICES	29,974,172	31,825,733	670,753	32,496,486
5100	400	ENERGY SERVICES	8,412	17,499	1,092	18,591
5100	500	MATERIALS & SUPPLIES	10,369,161	6,194,337	(282,192)	5,912,145
5100	600	CAPITAL EXPENDITURES	7,888,540	9,092,332	(232,428)	8,859,904
5100	700	OTHER EXPENSE	124,722	142,579	18,167	160,746
	TOTAL	REGULAR EDUCATION	<u>\$373,760,567</u>	<u>\$373,303,952</u>	<u>\$94,142</u>	<u>\$373,398,094</u>
		SPECIAL EDUCATION				
5200	100	SALARIES	76,828,837	77,173,403	44,453	77,217,856
5200	200	EMPLOYEE BENEFITS	24,915,573	24,928,272	2,952	24,931,224
5200	300	PURCHASED SERVICES	999,735	1,066,211	(2,624)	1,063,587
5200	500	MATERIALS & SUPPLIES	383,052	284,335	15,312	299,647
5200	600	CAPITAL EXPENDITURES	63,862	257,246	34,031	291,277
5200	700	OTHER EXPENSE	0	11,200	122	11,322
	TOTAL	SPECIAL EDUCATION	<u>\$103,191,059</u>	<u>\$103,720,667</u>	<u>\$94,246</u>	<u>\$103,814,913</u>
		VOCATIONAL EDUCATION				
5300	100	SALARIES	13,909,591	13,933,612	(5,400)	13,928,212
5300	200	EMPLOYEE BENEFITS	4,178,258	4,178,427	0	4,178,427
5300	300	PURCHASED SERVICES	0	16,156	451	16,607
5300	400	ENERGY SERVICES	100	100	0	100
5300	500	MATERIALS & SUPPLIES	662,439	593,920	(4,441)	589,479
5300	600	CAPITAL EXPENDITURES	64,910	586,920	500,170	1,087,090
5300	700	OTHER EXPENSE	408	24,179	6,104	30,283
	TOTAL	VOCATIONAL EDUCATION	<u>\$18,815,706</u>	<u>\$19,333,314</u>	<u>\$496,884</u>	<u>\$19,830,198</u>
		ADULT CONTINUED EDUCATION				
5400	100	SALARIES	4,428,829	4,707,950	(17,291)	4,690,659
5400	200	EMPLOYEE BENEFITS	1,503,538	1,601,722	359	1,602,081
5400	300	PURCHASED SERVICES	4,766	13,031	4,479	17,510
5400	500	MATERIALS & SUPPLIES	39,834	75,229	1,150	76,379
5400	600	CAPITAL EXPENDITURES	9,071	20,725	4,636	25,361
5400	700	OTHER EXPENSE	0	3,000	0	3,000
	TOTAL	ADULT CONTINUED EDUCATION	<u>\$5,986,038</u>	<u>\$6,421,657</u>	<u>(\$6,667)</u>	<u>\$6,414,990</u>
		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	<u>\$1,990,692</u>	<u>\$2,978,084</u>	<u>\$0</u>	<u>\$2,978,084</u>
		OTHER INSTRUCTION				
5900	100	SALARIES	0	92,201	0	92,201
5900	200	EMPLOYEE BENEFITS	0	200	0	200
	TOTAL	OTHER INSTRUCTION	<u>\$0</u>	<u>\$92,401</u>	<u>\$0</u>	<u>\$92,401</u>
		SUBTOTAL - INSTRUCTIONAL SERVICES	<u><i>\$503,744,062</i></u>	<u><i>\$505,850,075</i></u>	<u><i>\$678,605</i></u>	<u><i>\$506,528,680</i></u>

Attachment: Budget Amendment No. 6 (3939 : Budget Amendment No. 6 (February 2013))

PINELLAS COUNTY SCHOOL BOARD

For the Month Ending
February 28, 2013

FUNC- OBJECT		DESCRIPTION	Original Budget 9/11/2012	BUDGET AMENDMENT No. 5	Increase/ (Decrease)	BUDGET AMENDMENT No. 6
TION						
OPERATING (GENERAL) FUND - APPROPRIATIONS						
		ATTENDANCE & SOCIAL WORK				
6110	100	SALARIES	3,268,966	3,317,057	0	3,317,057
6110	200	EMPLOYEE BENEFITS	934,301	948,946	0	948,946
6110	300	PURCHASED SERVICES	35,948	25,010	0	25,010
6110	500	MATERIALS & SUPPLIES	11,566	5,497	5,617	11,114
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	\$4,323,785	\$5,617	\$4,329,402
		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	17,729	300	18,029
6120	500	MATERIALS & SUPPLIES	36,147	33,580	(307)	33,273
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	\$14,695,759	(\$7)	\$14,695,752
		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	588,835	0	588,835
6130	500	MATERIALS & SUPPLIES	9,262	19,269	418	19,687
6130	600	CAPITAL OUTLAY	6,421	13,421	809	14,230
6130	700	OTHER EXPENSE	3,240	5,796	0	5,796
	TOTAL	HEALTH SERVICES	\$2,373,985	\$2,427,847	\$1,227	\$2,429,074
		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	72,467	1,794	74,261
6140	600	CAPITAL EXPENDITURES	6,820	9,355	0	9,355
6140	700	OTHER EXP.	125	125	0	125
	TOTAL	PSYCHOLOGICAL SERVICES	\$4,349,789	\$4,359,361	\$1,794	\$4,361,155
		PARENTAL INVOLVEMENT				
6150	100	SALARIES	682,733	709,475	(1,201)	708,274
6150	200	EMPLOYEE BENEFITS	248,336	248,381	3,217	251,598
6150	300	PURCHASED SERVICES	0	605	0	605
6150	500	MATERIALS & SUPPLIES	0	2,950	(495)	2,455
6150	600	CAPITAL EXPENDITURES	0	0	720	720
	TOTAL	PARENTAL INVOLVEMENT	\$931,069	\$961,411	\$2,241	\$963,652
		OTHER PUPIL PERSONNEL SVC				
6190	100	SALARIES	2,070,656	2,070,335	3,037	2,073,372
6190	200	EMPLOYEE BENEFITS	722,684	718,508	964	719,472
6190	300	PURCHASED SERVICES	58,418	62,283	510	62,793
6190	500	MATERIALS & SUPPLIES	26,142	17,618	2,196	19,814
6190	600	CAPITAL EXPENDITURES	32,028	32,617	0	32,617
6190	700	OTHER EXPENSE	200	2,825	183	3,008
	TOTAL	OTHER PUPIL PERSONNEL SVC	\$2,910,128	\$2,904,186	\$6,890	\$2,911,076
		SUBTOTAL - PUPIL SERVICES	\$29,493,074	\$29,672,349	\$17,762	\$29,690,111

Attachment: Budget Amendment No. 6 (3939 : Budget Amendment No. 6 (February 2013))

PINELLAS COUNTY SCHOOL BOARD

For the Month Ending
February 28, 2013

FUNG- OBJECT DESCRIPTION			Original Budget 9/11/2012	BUDGET AMENDMENT No. 5	Increase/ (Decrease)	BUDGET AMENDMENT No. 6
OPERATING (GENERAL) FUND - APPROPRIATIONS						
		INSTRUCTIONAL MEDIA				
6200	100	SALARIES	6,200,561	6,198,266	9,226	6,207,492
6200	200	EMPLOYEE BENEFITS	1,853,010	1,855,580	2,206	1,857,786
6200	300	PURCHASED SERVICES	55,053	57,503	19,594	77,097
6200	400	ENERGY SERVICES	2,500	1,500	0	1,500
6200	500	MATERIALS & SUPPLIES	136,446	153,158	(6,232)	146,926
6200	600	CAPITAL EXPENDITURES	684,416	604,294	(21,158)	583,136
6200	700	OTHER EXPENSE	592	6,292	(2,080)	4,212
	TOTAL	INSTRUCTIONAL MEDIA	<u>\$8,932,578</u>	<u>\$8,876,593</u>	<u>\$1,556</u>	<u>\$8,878,149</u>
		CURRICULUM & INSTRUCTION				
6300	100	SALARIES	6,456,413	6,481,827	(1,425)	6,480,402
6300	200	EMPLOYEE BENEFITS	1,794,285	1,802,337	11,573	1,813,910
6300	300	PURCHASED SERVICES	181,761	285,042	22,515	307,557
6300	500	MATERIALS & SUPPLIES	0	234,508	(11,064)	223,444
6300	600	CAPITAL EXPENDITURES	268,809	120,290	(1,201)	119,089
6300	700	OTHER EXPENSE	30,326	35,905	(755)	35,150
	TOTAL	CURRICULUM & INSTRUCTION	<u>\$8,731,594</u>	<u>\$8,959,909</u>	<u>\$19,643</u>	<u>\$8,979,552</u>
		STAFF DEVELOPMENT				
6400	100	SALARIES	3,134,354	3,247,898	11,569	3,259,467
6400	200	EMPLOYEE BENEFITS	808,478	823,764	1,447	825,211
6400	300	PURCHASED SERVICES	137,774	282,475	15,015	297,490
6400	500	MATERIALS & SUPPLIES	217,398	191,920	(15,553)	176,367
6400	600	CAPITAL EXPENDITURES	7,901	11,944	(6)	11,938
6400	700	OTHER EXPENSE	6,188	8,007	(375)	7,632
	TOTAL	STAFF DEVELOPMENT	<u>\$4,312,093</u>	<u>\$4,566,008</u>	<u>\$12,097</u>	<u>\$4,578,105</u>
		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	301	4,107
6500	500	MATERIALS & SUPPLIES	50,021	46,162	801	46,963
6500	600	CAPITAL EXPENDITURES	276	28,317	800	29,117
	TOTAL	INSTRUCTIONAL TECHNOLOGY	<u>\$2,209,189</u>	<u>\$2,234,585</u>	<u>\$1,902</u>	<u>\$2,236,487</u>
		<i>SUBTOTAL - INSTRUCTIONAL SUPPORT</i>	<u><i>\$24,185,454</i></u>	<u><i>\$24,637,095</i></u>	<u><i>\$35,198</i></u>	<u><i>\$24,672,293</i></u>
		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	264,132	0	264,132
7100	500	MATERIALS & SUPPLIES	17,243	16,243	0	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	<u>\$2,861,592</u>	<u>\$2,863,592</u>	<u>\$0</u>	<u>\$2,863,592</u>
		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	128,861	(1,813)	127,048
7200	500	MATERIALS & SUPPLIES	279,348	246,194	(7,359)	238,835
7200	600	CAPITAL EXPENDITURES	3,244	7,370	7,874	15,244
7200	700	OTHER EXPENSE	33,188	33,708	(1,000)	32,708
	TOTAL	GENERAL ADMINISTRATION	<u>\$2,552,686</u>	<u>\$2,543,627</u>	<u>(\$2,298)</u>	<u>\$2,541,329</u>

Attachment: Budget Amendment No. 6 (3939 : Budget Amendment No. 6 (February 2013))

PINELLAS COUNTY SCHOOL BOARD

For the Month Ending
February 28, 2013

FUNG- OBJECT DESCRIPTION			Original Budget 9/11/2012	BUDGET AMENDMENT No. 5	Increase/ (Decrease)	BUDGET AMENDMENT No. 6
OPERATING (GENERAL) FUND - APPROPRIATIONS						
		SCHOOL ADMINISTRATION				
7300	100	SALARIES	36,055,299	36,107,590	3,393	36,110,983
7300	200	EMPLOYEE BENEFITS	11,756,573	11,768,426	436	11,768,862
7300	300	PURCHASED SERVICES	559,034	585,528	(948)	584,580
7300	500	MATERIALS & SUPPLIES	242,870	227,866	3,691	231,557
7300	600	CAPITAL EXPENDITURES	56,764	63,736	11,729	75,465
7300	700	OTHER EXPENSE	20,933	21,267	(872)	20,395
	TOTAL	SCHOOL ADMINISTRATION	\$48,691,473	\$48,774,413	\$17,429	\$48,791,842
		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	16,340	85,157
7400	400	ENERGY SERVICES	6,000	8,000	0	8,000
7400	500	MATERIALS & SUPPLIES	13,564	12,833	0	12,833
7400	600	CAPITAL EXPENDITURES	226,609	232,023	0	232,023
7400	700	OTHER EXPENSE	0	90	0	90
	TOTAL	FACILITIES ACQ. & CONST.	\$1,924,856	\$1,960,561	\$16,340	\$1,976,901
		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	285,447	(10,125)	275,322
7500	500	MATERIALS & SUPPLIES	50,529	43,570	(140)	43,430
7500	600	CAPITAL EXPENDITURES	8,330	9,901	10,125	20,026
7500	700	OTHER EXPENSE	275,741	277,193	0	277,193
	TOTAL	FISCAL SERVICES	\$3,868,669	\$3,875,302	(\$140)	\$3,875,162
		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	678,443	0	678,443
7710	200	EMPLOYEE BENEFITS	177,419	177,659	0	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	14,760	0	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	101,186	155	101,341
7720	500	MATERIALS & SUPPLIES	25,333	28,390	5,562	33,952
7720	600	CAPITAL EXPENDITURES	0	22,652	0	22,652
7720	700	OTHER EXPENSE	885	1,477	0	1,477
	TOTAL	INFORMATION SERVICES	\$1,167,310	\$1,227,587	\$5,717	\$1,233,304

Attachment: Budget Amendment No. 6 (3939 : Budget Amendment No. 6 (February 2013))

FUNC- OBJECT		DESCRIPTION	Original Budget 9/11/2012	BUDGET AMENDMENT No. 5	Increase/ (Decrease)	BUDGET AMENDMENT No. 6
TION						
OPERATING (GENERAL) FUND - APPROPRIATIONS						
		STAFF PERSONNEL SERVICES				
7730	100	SALARIES	2,665,602	2,746,883	14	2,746,897
7730	200	EMPLOYEE BENEFITS	1,042,533	1,064,922	0	1,064,922
7730	300	PURCHASED SERVICES	1,018,692	1,103,560	(12,313)	1,091,247
7730	500	MATERIALS & SUPPLIES	201,888	240,952	13,760	254,712
7730	600	CAPITAL EXPENDITURES	110,137	116,944	1,785	118,729
7730	700	OTHER EXPENSE	8,160	19,762	0	19,762
	TOTAL	STAFF PERSONNEL SERVICES	\$5,047,012	\$5,293,023	\$3,246	\$5,296,269
		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	841,341	6,500	847,841
7760	400	ENERGY SERVICES	34,106	34,106	0	34,106
7760	500	MATERIALS & SUPPLIES	277,913	278,285	(6,500)	271,785
7760	600	CAPITAL EXPENDITURES	38,859	39,012	0	39,012
7760	700	OTHER EXPENSE	78,067	113,801	0	113,801
	TOTAL	INTERNAL SERVICES	\$3,553,997	\$3,622,256	\$0	\$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	17,259	415	17,674
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	\$560,828	\$415	\$561,243
		<i>SUBTOTAL - CENTRAL SERVICES</i>	<i>\$11,408,770</i>	<i>\$12,036,584</i>	<i>\$9,378</i>	<i>\$12,045,962</i>
		PUPIL TRANSPORTATION				
7800	100	SALARIES	16,855,187	16,934,173	0	16,934,173
7800	200	EMPLOYEE BENEFITS	6,333,663	6,333,663	0	6,333,663
7800	300	PURCHASED SERVICES	1,099,948	1,330,975	44,395	1,375,370
7800	400	ENERGY SERVICES	4,792,173	4,917,795	300	4,918,095
7800	500	MATERIALS & SUPPLIES	1,578,783	1,605,603	431	1,606,034
7800	600	CAPITAL EXPENDITURES	4,637	7,252	5,000	12,252
7800	700	OTHER EXPENSE	25,500	25,277	5,100	30,377
	TOTAL	PUPIL TRANSPORTATION	\$30,689,891	\$31,154,738	\$55,226	\$31,209,964
		OPERATION OF PLANT				
7900	100	SALARIES	21,219,560	21,218,677	0	21,218,677
7900	200	EMPLOYEE BENEFITS	11,551,043	11,551,170	0	11,551,170
7900	300	PURCHASED SERVICES	15,451,405	15,754,555	1,378,838	17,133,393
7900	400	ENERGY SERVICES	24,097,893	24,097,545	0	24,097,545
7900	500	MATERIALS & SUPPLIES	791,252	757,431	521,050	1,278,481
7900	600	CAPITAL EXPENDITURES	119,721	316,592	16,339	332,931
7900	700	OTHER EXPENSE	183,438	184,414	(200)	184,214
	TOTAL	OPERATION OF PLANT	\$73,414,312	\$73,880,384	\$1,916,027	\$75,796,411
		<i>SUBTOTAL - GENERAL SUPPORT</i>	<i>\$175,472,649</i>	<i>\$177,149,601</i>	<i>\$2,011,962</i>	<i>\$179,161,563</i>

Attachment: Budget Amendment No. 6 (3939 : Budget Amendment No. 6 (February 2013))

PINELLAS COUNTY SCHOOL BOARD

For the Month Ending
February 28, 2013

FUNC- OBJECT		DESCRIPTION	Original Budget 9/11/2012	BUDGET AMENDMENT No. 5	Increase/ (Decrease)	BUDGET AMENDMENT No. 6
TION						
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	5,117,037	601	5,117,638
8100	400	ENERGY SERVICES	299,340	355,240	67,000	422,240
8100	500	MATERIALS & SUPPLIES	3,404,003	3,978,733	195,115	4,173,848
8100	600	CAPITAL EXPENDITURES	55,647	123,995	9,124	133,119
8100	700	OTHER EXPENSE	2,197,539	1,466,445	(265,000)	1,201,445
	TOTAL	MAINTENANCE OF PLANT	\$20,365,438	\$20,485,482	\$6,840	\$20,492,322
		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	1,284,920	(25,890)	1,259,030
8200	400	ENERGY SERVICES	1,442	8,357	0	8,357
8200	500	MATERIALS & SUPPLIES	36,936	51,969	25,000	76,969
8200	600	CAPITAL EXPENDITURES	961,670	987,741	1,014	988,755
8200	700	OTHER EXPENSE	701	960	0	960
	TOTAL	ADMINISTRATIVE TECHNOLOGY	\$6,311,364	\$6,324,933	\$124	\$6,325,057
	SUBTOTAL - MAINTENANCE / ADMIN TECHNOLOGY		\$26,676,802	\$26,810,415	\$6,964	\$26,817,379
		COMMUNITY SERVICES				
9100	100	SALARIES	187,193	247,659	0	247,659
9100	200	EMPLOYEE BENEFITS	75,054	74,804	0	74,804
9100	300	PURCHASED SERVICES	127,938	120,010	(152)	119,858
9100	500	MATERIALS & SUPPLIES	25,494	22,156	5,152	27,308
9100	600	CAPITAL EXPENDITURES	400	592	0	592
9100	700	OTHER EXPENSE	8,880	58,084	36,594	94,678
	TOTAL	COMMUNITY SERVICES	\$424,959	\$523,305	\$41,594	\$564,899
		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	\$764,645,840	\$2,792,085	\$767,437,925

Operating (General) Fund Continued on the Following Page

Attachment: Budget Amendment No. 6 (3939 : Budget Amendment No. 6 (February 2013))

PINELLAS COUNTY SCHOOL BOARD

For the Month Ending
February 28, 2013

FUNC- OBJECT		DESCRIPTION	Original Budget 9/11/2012	BUDGET AMENDMENT No. 5	Increase/ (Decrease)	BUDGET AMENDMENT No. 6
		<u>FUND BALANCE</u>				
2768	000	BUDGET FUND BALANCE-END				
		<u>NON-SPENDABLE</u>				
		INVENTORY	3,800,000	3,800,000	0	3,800,000
TOTAL		NON-SPENDABLE	\$3,800,000	\$3,800,000	\$0	\$3,800,000
		<u>RESTRICTED</u>				
		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
		<u>ASSIGNED</u>				
		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
		<u>UNASSIGNED</u>	13,200,000	11,176,915	(171,893)	11,005,022
TOTAL		UNASSIGNED	\$13,200,000	\$11,176,915	(\$171,893)	\$11,005,022
TOTAL		ENDING FUND BALANCE	\$52,100,000	\$50,076,915	(\$171,893)	\$49,905,022
TOTAL		APPROPRIATIONS & FD BALANCE	\$812,100,000	\$814,722,755	\$2,620,192	\$817,342,947
TOTAL		COMBINED APPROPRIATIONS & ENDING FUND BALANCE	\$812,100,000	\$814,722,755	\$2,620,192	\$817,342,947

Attachment: Budget Amendment No. 6 (3939 : Budget Amendment No. 6 (February 2013))

PINELLAS COUNTY SCHOOL BOARD

For the Month Ending
February 28, 2013

FUNC- OBJECT		DESCRIPTION	Original Budget 9/11/2012	BUDGET AMENDMENT No. 5	Increase/ (Decrease)	BUDGET AMENDMENT No. 6
TION						
<u>DEBT SERVICE FUND - ESTIMATED REVENUE</u>						
		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	<u>\$4,012,850</u>	<u>\$4,012,850</u>	<u>\$0</u>	<u>\$4,012,850</u>
	TOTAL	ESTIMATED REVENUE	<u>\$4,012,850</u>	<u>\$4,012,850</u>	<u>\$0</u>	<u>\$4,012,850</u>
		FUND BALANCE				
2800	000	BUDGET FUND BALANCE-BEGIN RESTRICTED	905,834	905,834	0	905,834
	TOTAL	BEGINNING FUND BALANCE	<u>\$905,834</u>	<u>\$905,834</u>	<u>\$0</u>	<u>\$905,834</u>
	TOTAL	ESTIMATED REVENUE AND FUND BALANCE	<u><u>\$4,918,684</u></u>	<u><u>\$4,918,684</u></u>	<u><u>\$0</u></u>	<u><u>\$4,918,684</u></u>
<u>DEBT SERVICE FUND - APPROPRIATIONS</u>						
		DEBT SERVICES				
9200	700	OTHER EXPENSES	4,012,850	4,012,850	0	4,012,850
	TOTAL	DEBT SERVICES	<u>\$4,012,850</u>	<u>\$4,012,850</u>	<u>\$0</u>	<u>\$4,012,850</u>
	TOTAL	APPROPRIATIONS	<u>\$4,012,850</u>	<u>\$4,012,850</u>	<u>\$0</u>	<u>\$4,012,850</u>
		FUND BALANCE				
2750	000	BUDGET FUND BALANCE-END RESTRICTED	905,834	905,834	0	905,834
	TOTAL	ENDING FUND BALANCE	<u>\$905,834</u>	<u>\$905,834</u>	<u>\$0</u>	<u>\$905,834</u>
	TOTAL	APPROPRIATIONS & FD BALANCE	<u><u>\$4,918,684</u></u>	<u><u>\$4,918,684</u></u>	<u><u>\$0</u></u>	<u><u>\$4,918,684</u></u>

Attachment: Budget Amendment No. 6 (3939 : Budget Amendment No. 6 (February 2013))

PINELLAS COUNTY SCHOOL BOARD

For the Month Ending
February 28, 2013

FUNC- OBJECT		DESCRIPTION	Original Budget 9/11/2012	BUDGET AMENDMENT No. 5	Increase/ (Decrease)	BUDGET AMENDMENT No. 6
TION						
<u>CAPITAL OUTLAY FUND - ESTIMATED REVENUE</u>						
		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	425,550	89,518	515,068
	TOTAL	STATE SOURCES	<u>\$813,576</u>	<u>\$1,183,808</u>	<u>\$89,518</u>	<u>\$1,273,326</u>
		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	<u>\$86,603,174</u>	<u>\$86,603,174</u>	<u>\$0</u>	<u>\$86,603,174</u>
	TOTAL	ESTIMATED REVENUE	<u>\$87,416,750</u>	<u>\$87,786,982</u>	<u>\$89,518</u>	<u>\$87,876,500</u>
		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	<u>\$214,533,581</u>	<u>\$214,533,581</u>	<u>\$0</u>	<u>\$214,533,581</u>
	TOTAL	ESTIMATED REVENUE AND FUND BALANCE	<u><u>\$301,950,331</u></u>	<u><u>\$302,320,563</u></u>	<u><u>\$89,518</u></u>	<u><u>\$302,410,081</u></u>
<u>CAPITAL OUTLAY FUND - APPROPRIATIONS</u>						
		FACILITIES ACQ. & CONST.				
7400	600	CAPITAL EXPENDITURES	165,310,897	168,271,889	(94,285)	168,177,604
	TOTAL	FACILITIES ACQ. & CONST.	<u>\$165,310,897</u>	<u>\$168,271,889</u>	<u>(\$94,285)</u>	<u>\$168,177,604</u>
		DEBT SERVICE				
9200	700	OTHER EXPENSE	20,633,303	19,760,617	(385,585)	19,375,032
	TOTAL	DEBT SERVICE	<u>\$20,633,303</u>	<u>\$19,760,617</u>	<u>(\$385,585)</u>	<u>\$19,375,032</u>
		TRANSFER OF FUNDS				
9700	900	TRANSFERS	23,255,318	23,625,550	89,518	23,715,068
	TOTAL	TRANSFER OF FUNDS	<u>\$23,255,318</u>	<u>\$23,625,550</u>	<u>\$89,518</u>	<u>\$23,715,068</u>
	TOTAL	APPROPRIATIONS	<u>\$209,199,518</u>	<u>\$211,658,056</u>	<u>(\$390,352)</u>	<u>\$211,267,704</u>
		FUND BALANCE				
2768	000	BUDGET FUND BALANCE-END				
		RESTRICTED	89,480,272	85,567,377	479,870	86,047,247
		ASSIGNED	3,270,541	5,095,130	0	5,095,130
	TOTAL	ENDING FUND BALANCE	<u>\$92,750,813</u>	<u>\$90,662,507</u>	<u>\$479,870</u>	<u>\$91,142,377</u>
	TOTAL	APPROPRIATIONS & FD BALANCE	<u><u>\$301,950,331</u></u>	<u><u>\$302,320,563</u></u>	<u><u>\$89,518</u></u>	<u><u>\$302,410,081</u></u>

Attachment: Budget Amendment No. 6 (3939 : Budget Amendment No. 6 (February 2013))

PINELLAS COUNTY SCHOOL BOARD

For the Month Ending
February 28, 2013

FUNC- OBJECT TION		DESCRIPTION	Original Budget 9/11/2012	BUDGET AMENDMENT No. 5	Increase/ (Decrease)	BUDGET AMENDMENT No. 6
CONTRACTED PROGRAM FUND - ESTIMATED REVENUE						
3199	000	FEDERAL DIRECT				
		OTHER MISC FEDERAL DIRECT	8,655,317	10,745,215	0	10,745,215
	TOTAL	FEDERAL DIRECT	\$8,655,317	\$10,745,215	\$0	\$10,745,215
		FEDERAL THRU STATE				
3201	000	VOCATIONAL EDUCATION ACT	1,845,151	1,893,404	0	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	50,815	35,306,595
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	498,892	8,769,738
	TOTAL	FEDERAL THRU STATE	\$63,514,846	\$89,938,508	\$549,707	\$90,488,215
	TOTAL	ESTIMATED REVENUE	\$72,170,163	\$100,683,723	\$549,707	\$101,233,430

CONTRACTED PROGRAM FUND - APPROPRIATIONS

		REGULAR EDUCATION				
5100	100	SALARIES	1,149,191	10,049,684	168,255	10,217,939
5100	200	EMPLOYEE BENEFITS	270,793	2,396,664	211,629	2,608,293
5100	300	PURCHASED SERVICES	2,715,802	5,658,910	(6,755)	5,652,155
5100	500	MATERIALS & SUPPLIES	19,416,312	16,385,811	(545,387)	15,840,424
5100	600	CAPITAL EXPENDITURES	1,646,404	3,450,992	(98,558)	3,352,434
5100	700	OTHER EXPENSE	54,898	48,992	0	48,992
	TOTAL	REGULAR EDUCATION	\$25,253,400	\$37,991,053	(\$270,816)	\$37,720,237
		SPECIAL EDUCATION				
5200	100	SALARIES	7,690,591	8,986,939	(1,869)	8,985,070
5200	200	EMPLOYEE BENEFITS	3,307,520	3,651,765	(299)	3,651,466
5200	300	PURCHASED SERVICES	839,182	808,026	4,030	812,056
5200	500	MATERIALS & SUPPLIES	315,725	1,066,550	47,619	1,114,169
5200	600	CAPITAL EXPENDITURES	338,455	923,349	(2,532)	920,817
5200	700	OTHER EXPENSE	250	2,802	247	3,049
	TOTAL	SPECIAL EDUCATION	\$12,491,723	\$15,439,431	\$47,196	\$15,486,627
		VOCATIONAL EDUCATION				
5300	100	SALARIES	239,193	249,916	1,579	251,495
5300	200	EMPLOYEE BENEFITS	40,251	45,588	100	45,688
5300	300	PURCHASED SERVICES	396,733	348,977	(2,887)	346,090
5300	500	MATERIALS & SUPPLIES	168,201	174,515	(31,600)	142,915
5300	600	CAPITAL EXPENDITURES	210,179	233,634	5,511	239,145
5300	700	OTHER EXPENSE	175,555	121,910	(1,377)	120,533
	TOTAL	VOCATIONAL EDUCATION	\$1,230,112	\$1,174,540	(\$28,674)	\$1,145,866

Attachment: Budget Amendment No. 6 (3939 : Budget Amendment No. 6 (February 2013))

PINELLAS COUNTY SCHOOL BOARD

For the Month Ending
February 28, 2013

FUNC- OBJECT		DESCRIPTION	Original Budget 9/11/2012	BUDGET AMENDMENT No. 5	Increase/ (Decrease)	BUDGET AMENDMENT No. 6
TION						
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	208,184	2,099	210,283
5400	500	MATERIALS & SUPPLIES	249,745	150,565	(26,099)	124,466
5400	600	CAPITAL EXPENDITURES	484,733	533,713	24,000	557,713
5400	700	OTHER EXPENSE	300	3,500	0	3,500
TOTAL ADULT CONTINUED EDUCATION			\$1,305,371	\$1,303,171	\$0	\$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	1,547,116	0	1,547,116
6110	200	EMPLOYEE BENEFITS	455,051	518,913	2,539	521,452
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	\$2,070,630	\$2,539	\$2,073,169
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	82	0	82
TOTAL GUIDANCE SERVICES			\$92,915	\$85,797	\$0	\$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	457,074	1,897	458,971
6150	200	EMPLOYEE BENEFITS	4,981	167,647	4,793	172,440
6150	300	PURCHASED SERVICES	71,290	63,798	(2,131)	61,667
6150	500	MATERIALS & SUPPLIES	301,082	281,090	11,178	292,268
6150	600	CAPITAL OUTLAY	1,566	2,102	3,645	5,747
TOTAL PARENTAL INVOLVEMENT			\$395,355	\$971,711	\$19,382	\$991,093

Attachment: Budget Amendment No. 6 (3939 : Budget Amendment No. 6 (February 2013))

PINELLAS COUNTY SCHOOL BOARD

For the Month Ending
February 28, 2013

FUNG- OBJECT DESCRIPTION			Original Budget 9/11/2012	BUDGET AMENDMENT No. 5	Increase/ (Decrease)	BUDGET AMENDMENT No. 6
CONTRACTED PROGRAM FUND - APPROPRIATIONS						
6190	100	OTHER PUPIL PERSONNEL SVC SALARIES	4,094,855	4,291,903	(110,000)	4,181,903
6190	200	EMPLOYEE BENEFITS	1,204,871	1,262,341	29	1,262,370
6190	300	PURCHASED SERVICES	30,666	122,727	0	122,727
6190	500	MATERIALS & SUPPLIES	0	129	0	129
6190	600	CAP. OUTLAY	0	3,235	0	3,235
TOTAL OTHER PUPIL PERSONNEL SVC			\$5,330,392	\$5,680,335	(\$109,971)	\$5,570,364
<i>SUBTOTAL - PUPIL SERVICES</i>			<i>\$9,490,083</i>	<i>\$10,724,562</i>	<i>(\$88,050)</i>	<i>\$10,636,512</i>
6200	100	INSTRUCTIONAL MEDIA SALARIES	13,010	210,267	(1,000)	209,267
6200	200	EMPLOYEE BENEFITS	6,091	75,853	8	75,861
6200	600	CAP. OUTLAY	1,536	1,536	0	1,536
TOTAL INSTRUCTIONAL MEDIA			\$20,637	\$287,656	(\$992)	\$286,664
6300	100	CURRICULUM & INSTRUCTION SALARIES	4,453,463	6,531,734	9,614	6,541,348
6300	200	EMPLOYEE BENEFITS	1,294,427	1,812,477	945	1,813,422
6300	300	PURCHASED SERVICES	669,919	790,679	(13,087)	777,592
6300	500	MATERIALS & SUPPLIES	352,024	460,410	11,222	471,632
6300	600	CAPITAL EXPENDITURES	75,032	88,274	4,017	92,291
6300	700	OTHER EXPENSE	21,475	26,178	372	26,550
TOTAL CURRICULUM & INSTRUCTION			\$6,866,340	\$9,709,752	\$13,083	\$9,722,835
6400	100	STAFF DEVELOPMENT SALARIES	2,553,219	7,962,573	329,134	8,291,707
6400	200	EMPLOYEE BENEFITS	672,252	2,270,781	16,783	2,287,564
6400	300	PURCHASED SERVICES	1,232,089	1,587,681	351,617	1,939,298
6400	500	MATERIALS & SUPPLIES	1,891,790	1,046,053	107,810	1,153,863
6400	600	CAPITAL EXPENDITURES	61,406	67,594	1,125	68,719
6400	700	OTHER EXPENSE	16,340	28,748	21,539	50,287
TOTAL STAFF DEVELOPMENT			\$6,427,096	\$12,963,430	\$828,008	\$13,791,438
6500	100	INSTRUCTIONAL RELATED TECHNOLOGY SALARIES	43,616	196,243	0	196,243
6500	200	EMPLOYEE BENEFITS	19,076	87,144	(2,251)	84,893
TOTAL INSTRUCTIONAL RELATED TECHNOLOGY			\$62,692	\$283,387	(\$2,251)	\$281,136
<i>SUBTOTAL - INSTRUCTIONAL SUPPORT SERVICES</i>			<i>\$13,376,765</i>	<i>\$23,244,225</i>	<i>\$837,848</i>	<i>\$24,082,073</i>
7200	100	GENERAL ADMINISTRATION 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	0	5,000	0	5,000
7200	700	OTHER EXPENSE	1,323,863	1,578,858	24,023	1,602,881
TOTAL GENERAL ADMINISTRATION			\$1,402,495	\$1,937,354	\$24,023	\$1,961,377
7300	100	SCHOOL ADMINISTRATION 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	27,008	0	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	339	1,410
TOTAL SCHOOL ADMINISTRATION			\$133,760	\$444,474	\$339	\$444,813

Attachment: Budget Amendment No. 6 (3939 : Budget Amendment No. 6 (February 2013))

FUNG- OBJECT		DESCRIPTION	Original Budget 9/11/2012	BUDGET AMENDMENT No. 5	Increase/ (Decrease)	BUDGET AMENDMENT No. 6
CONTRACTED PROGRAM FUND - APPROPRIATIONS						
7400	600	FACILITIES ACQ. & CONST.	468,686	968,686	0	968,686
	TOTAL	FACILITIES ACQ. & CONST.	\$468,686	\$968,686	\$0	\$968,686
7500	100	FISCAL SERVICES	35,778	35,778	0	35,778
7500	200	SALARIES	15,495	15,495	0	15,495
	TOTAL	EMPLOYEE BENEFITS	\$51,273	\$51,273	\$0	\$51,273
7600	300	FOOD SERVICE	4,725	4,725	0	4,725
7600	500	PURCHASED SERVICES	\$1,409	\$1,409	0	\$1,409
7600	600	MATERIALS & SUPPLIES	\$27,478	\$27,469	0	\$27,469
	TOTAL	CAPITAL EXPENDITURES	\$33,612	\$33,603	\$0	\$33,603
7710	100	PLANNING, RESEARCH & EVALUATION	0	57,492	0	57,492
7710	200	SALARIES	0	16,176	0	16,176
7710	300	EMPLOYEE BENEFITS	437,995	181,379	0	181,379
	TOTAL	PURCHASED SERVICES	\$437,995	\$255,047	\$0	\$255,047
7720	300	INFORMATION SERVICES	11,125	20,357	0	20,357
7720	500	PURCHASED SERVICES	0	1,000	0	1,000
	TOTAL	MATERIALS & SUPPLIES	\$11,125	\$21,357	\$0	\$21,357
7730	100	STAFF SERVICES	233,004	239,004	0	239,004
7730	200	SALARIES	43,724	44,494	0	44,494
7730	500	EMPLOYEE BENEFITS	74,549	36,935	0	36,935
7730	600	MATERIALS & SUPPLIES	5,400	5,400	0	5,400
7730	700	CAPITAL EXPENDITURES	42,540	42,540	0	42,540
	TOTAL	OTHER EXPENSE	\$399,217	\$368,373	\$0	\$368,373
7800	100	PUPIL TRANSPORTATION	10,829	22,869	0	22,869
7800	200	SALARIES	6,419	7,816	0	7,816
7800	300	EMPLOYEE BENEFITS	13,800	33,303	2,281	35,584
7800	400	PURCHASED SERVICES	14,115	1,080	0	1,080
7800	500	ENERGY SERVICES	0	2,500	0	2,500
	TOTAL	MATERIALS & SUPPLIES	\$45,163	\$67,568	\$2,281	\$69,849
7900	100	OPERATION OF PLANT	0	49,702	0	49,702
7900	200	SALARIES	0	15,179	0	15,179
7900	300	EMPLOYEE BENEFITS	65,769	83,394	0	83,394
7900	400	PURCHASED SERVICES	36,100	36,100	0	36,100
	TOTAL	ENERGY SERVICES	\$101,869	\$184,375	\$0	\$184,375
SUBTOTAL - GEN SUPPORT SERVICES			\$3,085,195	\$4,332,110	\$26,643	\$4,358,753
8200	100	ADMIN TECHNOLOGY SERVICES	15,101	307,002	0	307,002
8200	200	SALARIES	4,348	112,672	(2,251)	110,421
8200	300	EMPLOYEE BENEFITS	111,895	151,871	0	151,871
8200	600	PURCHASED SERVICES	659,237	659,237	0	659,237
	TOTAL	CAPITAL EXPENDITURES	\$790,581	\$1,230,782	(\$2,251)	\$1,228,531
SUBTOTAL - MAINT OF PLNT / ADMIN TECH SVS			\$790,581	\$1,230,782	(\$2,251)	\$1,228,531
9100	300	COMMUNITY SERVICES	617,675	17,940	875	18,815
9100	500	PURCHASED SERVICES	656,443	662,843	1,518	664,361
9100	600	MATERIALS & SUPPLIES	14,026	16,021	2,245	18,266
9100	700	CAPITAL EXPENDITURES	3,858,789	4,526,245	23,173	4,549,418
	TOTAL	OTHER EXPENSE	\$5,146,933	\$5,223,049	\$27,811	\$5,250,860
TOTAL APPROPRIATIONS			\$72,170,163	\$100,683,723	\$549,707	\$101,233,430

PINELLAS COUNTY SCHOOL BOARD

For the Month Ending
February 28, 2013

FUNC- OBJECT TION	DESCRIPTION	Original Budget 9/11/2012	BUDGET AMENDMENT No. 5	Increase/ (Decrease)	BUDGET AMENDMENT No. 6
AMERICAN RECOVERY AND REINVESTMENT ACT TARGETED ASSISTANCE & RTTT- REVENUE					
3210 000	FEDERAL THRU STATE FEDERAL STABILIZATION REVENUE	350,190	350,190	0	350,190
3214 000	RACE TO THE TOP	7,329,497	7,329,497	10,000	7,339,497
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	\$10,000	\$12,233,769
TOTAL ESTIMATED REVENUE		\$9,654,129	\$12,223,769	\$10,000	\$12,233,769

AMERICAN RECOVERY AND REINVESTMENT ACT TARGETED ASSISTANCE & RTTT- APPROPRIATIONS

REGULAR EDUCATION					
5100 100	SALARIES	455,485	1,237,873	2,903	1,240,776
5100 200	EMPLOYEE BENEFITS	63,888	273,473	952	274,425
5100 300	PURCHASED SERVICES	23,742	76,628	0	76,628
5100 500	MATERIALS & SUPPLIES	964,545	1,547,808	42,479	1,590,287
5100 600	CAPITAL EXPENDITURES	284,321	710,754	3,495	714,249
5100 700	OTHER EXPENSE	16,575	612	0	612
TOTAL	REGULAR EDUCATION	\$1,808,556	\$3,847,148	\$49,829	\$3,896,977
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	\$49,383	0	\$49,383
5300 200	EMPLOYEE BENEFITS	\$15,611	\$15,617	0	\$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	\$340,107	(4,487)	\$335,620
5300 700	OTHER EXPENSE	\$0	\$11,416	0	\$11,416
TOTAL	VOCATIONAL EDUCATION	\$435,070	\$479,504	(\$4,487)	\$475,017
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	(1,961)	2,039
6150 500	MATERIALS & SUPPLIES	2,475	3,500	1,961	5,461
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. 6 (3939 : Budget Amendment No. 6 (February 2013))

FUNC- OBJECT TION	DESCRIPTION	Original Budget 9/11/2012	BUDGET AMENDMENT No. 5	Increase/ (Decrease)	BUDGET AMENDMENT No. 6
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	718,719	(2,714)	716,005
6400 200	EMPLOYEE BENEFITS	143,258	191,404	(653)	190,751
6400 300	PURCHASED SERVICES	921,171	829,389	8,945	838,334
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	\$1,911,485	\$5,578	\$1,917,063
	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	(100)	10,987
7200 600	CAPITAL EXPENDITURES	17,868	17,868	100	17,968
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	(34,858)	\$283,521
7300 200	EMPLOYEE BENEFITS	\$18,465	\$65,316	(11,216)	\$54,100
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	(\$46,074)	\$347,569
	FACILITIES				
7400 600	CAPITAL EXPENDITURES	\$0	\$3,084	4,486	\$7,570
TOTAL	FACILITIES	\$0	\$3,084	\$4,486	\$7,570
	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

PINELLAS COUNTY SCHOOL BOARD

For the Month Ending
February 28, 2013

FUNC- OBJECT		DESCRIPTION	Original Budget 9/11/2012	BUDGET AMENDMENT No. 5	Increase/ (Decrease)	BUDGET AMENDMENT No. 6
TION						
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	668	53,965
7730	500	MATERIALS & SUPPLIES	12,100	12,100	0	12,100
	TOTAL	STAFF PERSONNEL SERVICES	<u>\$154,533</u>	<u>\$154,533</u>	<u>\$668</u>	<u>\$155,201</u>
		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	<u>\$29,290</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
		OPERATION OF PLANT				
7900	100	SALARIES	1,252	101	0	101
7900	200	EMPLOYEE BENEFITS	159	13	0	13
	TOTAL	OPERATION OF PLANT	<u>\$1,411</u>	<u>\$114</u>	<u>\$0</u>	<u>\$114</u>
		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	<u>\$170,139</u>	<u>\$21,115</u>	<u>\$0</u>	<u>\$21,115</u>
		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	<u>\$144,762</u>	<u>\$144,762</u>	<u>\$0</u>	<u>\$144,762</u>
	TOTAL APPROPRIATIONS		<u><u>\$9,654,129</u></u>	<u><u>\$12,223,769</u></u>	<u><u>\$10,000</u></u>	<u><u>\$12,233,769</u></u>

Attachment: Budget Amendment No. 6 (3939 : Budget Amendment No. 6 (February 2013))

PINELLAS COUNTY SCHOOL BOARD

For the Month Ending
February 28, 2013

FUNC- OBJECT		DESCRIPTION	Original Budget 9/11/2012	BUDGET AMENDMENT No. 5	Increase/ (Decrease)	BUDGET AMENDMENT No. 6
TION						
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	<u>\$29,090,288</u>	<u>\$29,090,288</u>	<u>\$0</u>	<u>\$29,090,288</u>
		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	<u>\$517,632</u>	<u>\$517,632</u>	<u>\$0</u>	<u>\$517,632</u>
		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	<u>\$14,446,176</u>	<u>\$14,446,176</u>	<u>\$0</u>	<u>\$14,446,176</u>
	TOTAL	ESTIMATED REVENUE	<u>\$44,054,096</u>	<u>\$44,054,096</u>	<u>\$0</u>	<u>\$44,054,096</u>
		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	<u>\$15,562,862</u>	<u>\$15,562,862</u>	<u>\$0</u>	<u>\$15,562,862</u>
	TOTAL	ESTIMATED REVENUE AND FUND BALANCE	<u>\$59,616,958</u>	<u>\$59,616,958</u>	<u>\$0</u>	<u>\$59,616,958</u>
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	(91,302)	20,442,928
7600	600	CAPITAL EXPENDITURES	4,861,217	4,861,217	91,277	4,952,494
7600	700	OTHER EXPENSE	959,545	959,545	25	959,570
	TOTAL	FOOD SERVICE	<u>\$51,784,989</u>	<u>\$51,784,989</u>	<u>\$0</u>	<u>\$51,784,989</u>
	TOTAL	APPROPRIATIONS	<u>\$51,784,989</u>	<u>\$51,784,989</u>	<u>\$0</u>	<u>\$51,784,989</u>
		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	<u>\$1,091,853</u>	<u>\$1,091,853</u>	<u>\$0</u>	<u>\$1,091,853</u>
		UNOBLIGATED				
		RESTRICTED	6,740,116	6,740,116	0	6,740,116
	TOTAL	ENDING FUND BALANCE	<u>\$7,831,969</u>	<u>\$7,831,969</u>	<u>\$0</u>	<u>\$7,831,969</u>
	TOTAL	APPROPRIATIONS & FD BALANCE	<u>\$59,616,958</u>	<u>\$59,616,958</u>	<u>\$0</u>	<u>\$59,616,958</u>

Attachment: Budget Amendment No. 6 (3939 : Budget Amendment No. 6 (February 2013))

PINELLAS COUNTY SCHOOL BOARD

For the Month Ending
February 28, 2013

FUNC- OBJECT TION		DESCRIPTION	Original Budget 9/11/2012	BUDGET AMENDMENT No. 5	Increase/ (Decrease)	BUDGET AMENDMENT No. 6
INTERNAL SERVICE FUND - ESTIMATED REVENUE						
3484	020	LOCAL SOURCES 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	<u>\$10,223,682</u>	<u>\$10,223,682</u>	<u>\$0</u>	<u>\$10,223,682</u>
INTERNAL SERVICE FUND - APPROPRIATIONS						
7100	700	SCHOOL BOARD 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
9700	900	TRANSFER OF FUNDS 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	<u>\$10,223,682</u>	<u>\$10,223,682</u>	<u>\$0</u>	<u>\$10,223,682</u>

Attachment: Budget Amendment No. 6 (3939 : Budget Amendment No. 6 (February 2013))

SCHEDULED

REQUEST FOR APPROVAL (ID # 3940)

April 23, 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 February 28, 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
Catherine N. Davidson, CPA, Director of Accounting

SUBMITTED BY:

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

ATTACHMENTS:

- Financial Statements (February 2013) (PDF)

PINELLAS COUNTY SCHOOLS

OPERATING SUMMARY BY FUNCTION

For the Month Ending February 28, 2013

10.7.a

BUDGET
2012-2013

Account Number	Description	Original 12-13 Budget*	Amended 12-13 Budg Amend No 6	Year to Date Rev/Expend	Encumbrances	Budget Balances
REVENUES						
100	FEDERAL	\$320,000	\$320,000	\$192,023	---	\$127,977
200	FEDERAL THROUGH STATE	2,766,870	3,127,451	488,550	---	\$2,638,901
300	STATE	322,209,154	320,769,502	213,026,277	---	\$107,743,225
400	LOCAL	400,324,349	406,186,616	352,645,831	---	\$53,540,785
700	NON REVENUE SOURCES	25,800,000	26,259,750	677,222	---	\$25,582,528
	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	<u>\$812,100,000</u>	<u>\$817,342,947</u>	<u>\$567,029,903</u>	<u>---</u>	<u>\$250,313,044</u>
EXPENDITURES						
5000	INSTRUCTIONAL SERVICES	\$503,744,062	\$506,528,680	\$321,262,103	\$4,924,236	\$180,342,342
6100	PUPIL SERVICES	29,493,074	29,690,110	18,444,982	126,063	\$11,119,065
6200	INSTRUCTIONAL MEDIA	8,932,578	8,878,149	5,789,485	176,239	\$2,912,426
6300	INSTR & CURRIC DEVELOPMENT	8,731,594	8,979,552	5,890,984	61,553	\$3,027,014
6400	INSTRUCTIONAL STAFF DEVELOP	4,312,093	4,578,105	2,467,802	7,671	\$2,102,631
6500	INSTRUCTIONAL TECHNOLOGY	2,209,189	2,236,487	1,446,310	1,529	\$788,647
7100	BOARD OF EDUCATION	2,861,592	2,863,592	1,603,384	35,514	\$1,224,695
7200	GENERAL ADMINISTRATION	2,552,686	2,541,329	1,403,198	43,501	\$1,094,630
7300	SCHOOL ADMINISTRATION	48,691,473	48,791,842	30,616,625	438,822	\$17,736,396
7400	FACILITIES ACQ & CONSTRUCTION	1,924,856	1,976,901	1,273,952	16,353	\$686,597
7500	FISCAL SERVICES	3,868,669	3,875,162	2,388,515	149,657	\$1,336,990
7600	FOOD SERVICES	60,400	60,400	38,071		\$22,329
7700	CENTRAL SERVICES	11,408,770	12,045,963	7,174,987	821,272	\$4,049,704
7800	TRANSPORTATION	30,689,891	31,209,964	19,675,625	60,111	\$11,474,228
7900	OPERATION OF PLANT	73,414,312	75,796,411	49,895,045	439,187	\$25,462,179
8100	MAINTENANCE OF PLANT	20,365,438	20,492,322	13,847,353	1,229,327	\$5,415,642
8200	ADMINISTRATIVE TECHNOLOGY	6,311,364	6,325,057	2,961,251	162,006	\$3,201,800
9100	COMMUNITY SERVICES	424,959	564,899	452,428	1,149	\$111,322
9200	DEBT SERVICE	3,000	3,000			\$3,000
9700	TRANSFERS					
	Totals: Appropri., Expend. & Encumb.	<u>\$760,000,000</u>	<u>\$767,437,925</u>	<u>\$486,632,099</u>	<u>\$8,694,189</u>	<u>\$272,111,637</u>
	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	11,005,022			11,005,022
	TOTAL EXPENDITURES					
	AND FUND BALANCE	<u>\$812,100,000</u>	<u>\$817,342,947</u>	<u>\$486,632,099</u>	<u>\$8,694,189</u>	<u>\$322,016,659</u>

EXCESS OF REVENUES OVER EXPENDITURES

\$80,397,804

*Approved at Second Public Hearing on September 11, 2012

The "Permanent Fund" is included in the "Operating Fund".

Subject to minor rounding

Packet Pg. 147

Attachment: Financial Statements (February 2013) (3940 : Financial Statements (February 2013))

PINELLAS COUNTY SCHOOLS

OPERATING SUMMARY BY OBJECT

For the Month Ending February 28, 2013

10.7.a

BUDGET
2012-2013

Account Number	Description	Original 12-13 Budget*	Amended 12-13 Budg Amend No 6	Year to Date Rev/Expend	Encumbrances	Budget Balances
<i>REVENUES</i>						
100	FEDERAL	\$320,000	\$320,000	\$192,023	---	\$127,977
200	FEDERAL THROUGH STATE	2,766,870	3,127,451	488,550	---	\$2,638,901
300	STATE	322,209,154	320,769,502	213,026,277	---	\$107,743,225
400	LOCAL	400,324,349	406,186,616	352,645,831	---	\$53,540,785
700	NON REVENUE SOURCES	25,800,000	26,259,750	677,222	---	\$25,582,528
	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	<u>\$812,100,000</u>	<u>\$817,342,947</u>	<u>\$567,029,903</u>	<u>---</u>	<u>\$250,313,044</u>
<i>EXPENDITURES</i>						
100	SALARIES	\$478,283,994	\$489,146,054	305,371,212		\$183,774,842
200	EMPLOYEE BENEFITS	148,214,755	153,455,646	98,158,241		\$55,297,405
300	PURCHASED SERVICES	58,828,437	63,678,545	40,925,826	5,406,035	\$17,346,684
400	ENERGY SERVICES	28,326,776	29,508,534	19,253,470		\$10,255,064
500	MATERIALS AND SUPPLIES	31,730,662	16,214,139	15,172,744	1,903,675	(\$862,280)
600	EQUIPMENT OTHER EXPENSES	10,679,650	13,137,441	5,353,025	1,270,349	\$6,514,067
700	OTHER EXPENSES	3,935,726	2,297,566	2,397,582	114,129	(\$214,145)
900	TRANSFERS					
	<i>Totals: Apprpr., Expend. & Encumb.</i>	<u>\$760,000,000</u>	<u>\$767,437,925</u>	<u>\$486,632,099</u>	<u>\$8,694,189</u>	<u>\$272,111,637</u>
	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	11,005,022			11,005,022
	TOTAL EXPENDITURES					
	AND FUND BALANCE	<u>\$812,100,000</u>	<u>\$817,342,947</u>	<u>\$486,632,099</u>	<u>\$8,694,189</u>	<u>\$322,016,659</u>
EXCESS OF REVENUES OVER EXPENDITURES				<u>\$80,397,804</u>		

*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 (February 2013) (3940 : Financial Statements (February 2013))

PINELLAS COUNTY SCHOOLS

FOOD SERVICE SUMMARY

For the Month Ending February 28, 2013

BUDGET
2012-2013

Account Number	Description	Original 12-13 Budget*	Amended 12-13 Budg Amend No 6	Year to Date Rev/Expend	Encumbrances	Budget Balances
REVENUES						
100	FEDERAL				---	\$0
200	FEDERAL THROUGH STATE	29,090,288	29,090,288	20,058,872	---	\$9,031,416
300	STATE	517,632	517,632	352,361	---	\$165,271
400	LOCAL	14,446,176	14,446,176	8,257,828	---	\$6,188,348
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	<u>\$59,616,958</u>	<u>\$59,616,958</u>	<u>\$28,669,061</u>	<u>---</u>	<u>\$30,947,897</u>
EXPENDITURES						
100	SALARIES	\$14,670,695	\$14,670,695	9,642,318		\$5,028,377
200	EMPLOYEE BENEFITS	5,003,893	5,003,893	2,831,355		2,172,538
300	PURCHASED SERVICES	4,617,809	4,617,809	1,897,077	1,170,028	1,550,704
400	ENERGY SERVICES	1,097,600	1,097,600	731,579		366,021
500	MATERIALS AND SUPPLIES	20,574,230	20,574,230	12,425,271	80,693	8,068,267
600	EQUIPMENT OTHER EXPENSES	4,861,217	4,861,217	1,849,799	688,280	2,323,139
700	OTHER EXPENSES	959,545	959,545	421,254		538,291
900	TRANSFERS					0
	<i>Totals: Appropri., Expend. & Encumb.</i>	<u>\$51,784,989</u>	<u>\$51,784,989</u>	<u>\$29,798,652</u>	<u>\$1,939,001</u>	<u>\$20,047,337</u>
	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	<u>\$59,616,958</u>	<u>\$59,616,958</u>	<u>\$29,798,652</u>	<u>\$1,939,001</u>	<u>\$27,879,306</u>
EXCESS OF EXPENDITURES OVER REVENUES				<u>(\$1,129,590)</u>		

*Approved at Second Public Hearing on September 11, 2012

Subject to minor rounding

Attachment: Financial Statements (February 2013) (3940 : Financial Statements (February 2013))

PINELLAS COUNTY SCHOOLS

FINANCIAL SUMMARY - ALL FUNDS

For the Month Ending February 28, 2013

	2012-2013 Original Budget*	2012-2013 Amended Budget Budg Amend No 6	Year-to-Date Expenditures	Percent of Budget Expended	Percent of Approp. Expended	Encumbrances	Budget Balance	Percent of Budget Remaining
Operating	\$812,100,000	\$817,342,947	\$486,632,099	59.9%	63.4%	\$8,694,189	\$322,016,659	39.4%
Debt Service	4,918,684	4,918,684		0.0%	0.0%		\$4,918,684	100.0%
Capital Outlay	301,950,331	302,410,081	32,509,124	10.8%	15.4%	28,792,304	\$241,108,653	79.7%
School Food Service	59,616,958	59,616,958	29,798,652	50.0%	57.5%	1,939,001	\$27,879,306	46.8%
Contracted Programs	72,170,163	101,233,430	39,137,819	54.2%	38.7%	2,957,011	\$59,138,600	58.4%
ARRA Targeted Assistance	1,775,025	4,344,665	1,600,657	90.2%	1.6%	479,292	\$2,264,715	52.1%
ARRA Race to the Top	7,528,914	7,538,914	1,227,694	16.3%	19.0%	186,865	\$6,124,355	81.2%
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	1,069,521	12.6%	16.6%		\$7,416,135	87.4%
Liability Insurance	1,738,026	1,738,026	59,939	3.4%	3.3%		1,678,087	96.6%
Totals- All Funds	\$1,270,633,947	\$1,307,979,551	\$592,125,260	46.6%	51.2%	\$43,086,273	\$672,768,018	51.4%

*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 (February 2013) (3940 : Financial Statements (February 2013))

PINELLAS COUNTY SCHOOLS

COMBINED BALANCE SHEET

ALL FUND TYPES AND ACCOUNT GROUPS

For the Month Ending February 28, 2013

ASSETS AND OTHER DEBITS

CASH	\$21,880,833
INVESTMENTS	431,534,820
TAXES RECEIVABLE	0
OTHER RECEIVABLES	4,265,566
ALLOWANCE FOR DOUBTFUL ACCOUNTS	
DUE FROM OTHERS	9,319,661
DEPOSITS RECEIVABLE	0
INVENTORY	4,212,226
PREPAID EXPENSES/ACCRUED INTEREST	803,542
LAND	128,209,390
BUILDINGS/FIXED EQUIPMENT	2,223,366,092

FURNITURE, FIXTURES & EQUIPMENT	142,964,381
VEHICLES	52,728,137
CONSTRUCTION IN PROGRESS	9,186,110
CAPITAL LEASES	47,443,453
COMPENSATED ABSENCES	91,944,355
OTHER AMOUNTS TO BE PROVIDED	<u>44,886,433</u>

TOTAL ASSETS AND OTHER DEBITS	<u>\$3,212,744,998</u>
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ESTIMATED REVENUE	\$1,012,073,965
ENCUMBRANCES	43,086,273
EXPENDITURES	<u>592,125,260</u>

GRAND TOTAL	<u>\$4,860,030,496</u>
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LIABILITIES AND FUND EQUITIES

WAGES PAYABLE	\$882,196
PAYROLL DEDUCTIONS PAYABLE	36,178,569
ACCOUNTS PAYABLE	14,882,705
CONSTRUCTION CONTRACTS PAYABLE	0
DUE TO OTHERS	5,343,522
RETAINAGE PAYABLE	1,435,415
MATURED BONDS & INTEREST PAYABLE	884
DEPOSITS AND SALES TAX PAYABLE	28,982
BONDS PAYABLE & NOTES PAYABLE	24,760,000
CAPITAL LEASE OBLIG. & JUDGEMENTS	20,126,433
DEFERRED REVENUE	9,837,514
COMPENSATED ABSENCES	<u>91,944,355</u>

TOTAL LIABILITIES	<u>\$205,420,575</u>
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INVESTMENT IN FIXED ASSETS	\$2,603,897,564
NET ASSETS, RESTRICTED	4,223,682
RESERVE FOR ENCUMBRANCES	43,086,273
OTHER DESIGNATED BALANCES	89,803,528
OTHER UNDESIGNATED BALANCES	7,831,969
NON-SPENDABLE (OPERATING)	3,800,000
RESTRICTED (OPERATING)	18,500,000
ASSIGNED (OPERATING)	16,600,000
UNASSIGNED (OPERATING)	<u>11,005,022</u>

TOTAL FUNDS EQUITIES	<u>\$2,798,748,037</u>
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TOTAL LIABILITIES AND FUND EQUITIES	<u>\$3,004,168,611</u>
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APPROPRIATIONS	\$1,156,215,349
REVENUE	<u>699,646,535</u>

GRAND TOTAL	<u>\$4,860,030,496</u>
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*Approved at Second Public Hearing on September 11, 2012

Subject to minor rounding

Attachment: Financial Statements (February 2013) (3940 : Financial Statements (February 2013))

SCHEDULED

REQUEST FOR APPROVAL (ID # 3945)

April 23, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval of Renewal of the Eckerd Youth Alternatives, Inc. Agreement for Dropout Prevention Services in Department of Juvenile Justice and Department of Children and Families Programs for 2013-2016

BACKGROUND:

The Board agrees to provide educational services in dropout prevention programs at Department of Juvenile Justice and Department of Children and Families facilities. The Board agrees to comply with state statutes for the operation of Department of Juvenile Justice programs and services within the district and to share information with the appropriate 6th Judicial Circuit staff as required by statute.

This agreement is a renewal of the 2010-2013 agreement with Eckerd and includes appropriate updates in titles, dates, and legislative requirements. Eckerd provides services to students in the following categories: Department of Juvenile Justice, substance abuse, and Department of Children and Families.

The Eckerd programs are included in the district Dropout Prevention School for programmatic and accountability monitoring. DJJ, IDEA and Title I, Neglected and Delinquent funding is generated for eligible students.

STRATEGIC DIRECTION: Student Achievement

ALTERNATIVES:

1. Approve the agreement.
2. Do not approve the agreement.

RECOMMENDATION:

Alternative No. 1 is recommended.

RATIONALE:

The State Department of Education Rule 6A-6.05281 and Florida Statute 1003.52 requires the Board to have working agreements with agencies providing services for Dropout Prevention in Department of Juvenile Justice programs.

IMPACT STATEMENT:

The agreements are necessary to receive full-time equivalence funding. The Board retains 10% of funding to cover administrative costs.

DATA SOURCE:

Kevin Smith, Associate Superintendent, Finance and Business Services
Diana Lenox, Director, Dropout Prevention
David Koperski, School Board Attorney

SUBMITTED BY:

William Lawrence, Associate Superintendent, Teaching and Learning Services

ATTACHMENTS:

- Consent - DOP Eckerd Youth Alternative Inc. Agreement (PDF)

COOPERATIVE AGREEMENT
Between
ECKERD YOUTH ALTERNATIVES, INC.
And
THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

EFFECTIVE DATES: July 1, 2013 through June 30, 2016

I. AGREEMENT

Eckerd Youth Alternatives, Inc. (hereafter referred to as "Eckerd") and The School Board of Pinellas County, Florida (hereafter referred to as "the School Board") herewith enter into this Cooperative Agreement for the implementation and operation of the Education Program Component administered by Eckerd. This agreement shall cover the educational programs at the following sites:

Eckerd Youth Challenge Program
 201 Culbreath Road
 Brooksville, FL 34602

Eckerd E-Nini-Hasse
 7027 E. Stage Coach Trail
 Floral City, FL 34436

II. FUNCTIONS AND RESPONSIBILITIES

Eckerd, under cooperative agreement with the School Board, will implement the Educational Program Component through EWES.

Eckerd will be responsible for the following tasks relative to the administration of the educational program:

1. The daily administration and operation of the program, excluding fiscal responsibilities.
2. Provision of educational services in the manner prescribed in the Pinellas County Dropout Prevention Plan, Exceptional Student Education Plan, and Eckerd Policies and Procedures Manual, as applicable.
3. Any deficiencies identified through quality assurance review processes will be corrected in accordance to Eckerd Policy and Procedure on Continuous Quality Improvement procedures and individual program Quality Improvement Committees.
4. Recruitment, hiring, training, and supervision of all personnel assigned to the education program.
5. Provision of space and furnishings for personnel and members of EWES to effectively meet all program objectives.
6. Provision of all assessments, counseling, preparation, and support services activities related to the education program.
7. Compliance with all requirements of state statutes, State Board of Education rules, and federal regulations which are applicable to the programs covered by this Cooperative Agreement.
8. Submission of all data and reports to the School Board as required by the Florida Department of Education and the district's MIS system in a timely fashion. Eckerd is required to maintain sufficient records to support FTE classifications and to make those records available to the School Board upon request.

9. Cooperation in all matters relating to administration and monitoring of this Cooperative Agreement. The School Board shall be able to access all EWES campuses and any other related sites in order to monitor fiscal and programmatic records and School Improvement Plan.
10. Implementation of the following eleven (11) requirements of P.L. 107-110, Section 1425, ("we" as used below refers to Eckerd):
 - a. Where feasible, we will ensure that education programs in the correctional facility are coordinated with the student's home school, particularly with respect to a student with an individualized education program under Part B of the Individuals with Disabilities Education Act;
 - b. If the child or youth is identified as in need of special education services while in the correctional facility, we will notify the local school or youth of such need;
 - c. Where feasible, we will provide transition assistance to help the child or youth stay in school, including coordination of services for the family, counseling, assistance in accessing drug and alcohol abuse prevention programs, tutoring and family counseling;
 - d. We will provide support programs that encourage children and youth who have dropped out of school to reenter school once their term at the correctional facility has been completed, or provide such children and youth the skills necessary to gain employment or see a secondary school diploma or its recognized equivalent;
 - e. We will work to ensure that the correctional facility is staffed with teachers and other qualified staff who are trained to work with children and youth with disabilities taking into consideration the unique needs of such children and youth;
 - f. We will ensure that educational programs in the correctional facility are related to assisting students to meet high academic achievement standards;
 - g. To the extent possible, we will use technology to assist in coordinating educational programs between the correctional facility and the community school;
 - h. Where feasible, we will involve parents in efforts to improve the educational achievement of their children and prevent the further involvement of such children in delinquent activities;
 - i. We will coordinate funds received under Title I, Part D, Subpart 2 of P.L. 107-110 with other local, State and Federal funds available to provide services to participating children and youth, such as funds made available under Title I of Public Law 105-220, and vocational and technical education funds;
 - j. Coordinate programs operated under the Title I, Part D, Subpart 2 of P.L. 107-110 with activities funded under the Juvenile Justice and Delinquency Prevention Act of 1974 and other comparable programs, if applicable; and
 - k. If appropriate, we will work with local business to develop training, curriculum-based Youth entrepreneurship education and mentoring programs for children and youth.

The School Board will cooperate in the program's implementation and operation by:

1. Serving as the fiscal and accountability agent for Eckerd, including participation in the continuous quality improvement initiatives related to EWES school improvement planning.
2. Cooperating in all matters requiring concurrence or approval in order that Eckerd will not unduly delay in performing services described in the Cooperative Agreement
3. Providing technical assistance and sharing district information with Eckerd through a variety of sources including Microsoft Office, E-Mail and PCS Moodle Program.
4. Making payment of 90% of applicable funds as it relates to IDEA and Title I, Part D, Neglected and Delinquent, in a vendor relationship for all Eckerd programs and at the appropriate rate for any unrelated entitlement to federal funds or special allocations according to the schedules established for disbursement to local school districts by the Florida Department of Education, for services covered under this contract. Eckerd will not be eligible for funding in excess of the District's actual FEFP revenue generated for EWES students.

III. GENERAL PROVISIONS

1. Period of Agreement. This Cooperative Agreement shall begin on July 1, 2013 and terminate on June 30, 2016.
2. Eckerd shall be in compliance with the following:
 - (a) All necessary records and reports related to the Cooperative Agreement shall be maintained according to Florida Statutes and State Board of Education Rules;
 - (b) Title 42 United States Code Section 2000d (Section 601, Title VI, Civil Rights Act of 1964, as amended);
 - (c) Title 29 United States Code Section 794 (Section 504, Rehabilitation Act of 1973, as amended);
 - (d) Title 20 United States Code Section 1681 (Section 901, Title IX, Public Law 92-318, prohibiting discrimination on the basis of sex) unless Eckerd has been declared exempt or deferred from these provisions; and
 - (e) Title 20 United States Code Section 1400 et.seq. (Individuals with Disabilities Education Act).
3. In the case of errors or discrepancies in the distribution of Florida Education Finance Program (FEFP) funds, FEFP-generated categorical program funds, federal or Title I funds, or other applicable special allocations for services under this agreement, adjustments will be made in accordance with applicable state statutes and State Board rules. Eckerd shall make any payback adjustment to the School Board within forty-five (45) days.

IV. ADMINISTRATIVE PROCEDURES

1. This Cooperative Agreement shall become effective with the appropriate signatures, and will continue until June 30, 2016 unless Agency heads notify the others in writing that the agreement will be revised or terminated as provided herein.

2. This agreement may be amended by written request of either agency. Any proposed amendments or modifications shall be submitted by either party at least thirty (30) days prior to formal discussion or negotiation of the issue. Any amendments must be agreed to by each agency head or the duly authorized representatives of both parties.
3. If any breach of this agreement exists as determined by either party and after notice of the breach has been given and the breach not remedied in thirty (30) days, then the agreement may be terminated. Such parties shall give advance notice of cancellation ninety (90) days prior to agreement termination. In case of cancellation, only the costs actually accrued to the date of cancellation will be due and payable.
4. Either party may terminate this agreement at any time upon ninety (90) days prior written notice sent or hand-delivered to the other party at the following addresses:

School Board
Attn: Dr. Michael A. Grego
Superintendent
301 4th Street S.W.
Largo, FL 33770
Fax: 727-558-6200

Eckerd Youth Alternatives, Inc.
Martin Peters
Director of Contract Management
100 Starcrest Dr.
Clearwater, FL 33765
Fax: 727-442-5911

APPROVED BY PARTIES:

Randall W. Luecke, Chief Financial Officer

Witness Date

School Board of Pinellas County
Eckerd Youth Alternatives, Inc.

Date

Carol J. Cook, Chairperson
The School Board of Pinellas County, FL

Date

Attest:

Dr. Michael A. Grego, Superintendent

Date

Approves as to form:



School Board Attorney

SCHEDULED

REQUEST FOR APPROVAL (ID # 3947)

April 23, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval of the Agreement for a Community Dental Program Between the Board of Trustees of St. Petersburg College and the School Board of Pinellas County

BACKGROUND:

Many students at Pinellas Park Elementary School have unmet dental needs. The above listed agency wishes to provide dental hygiene education and services at the school and within the school day. Services would include health and nutritional education, oral health screenings, application of dental sealants, and/or application of a fluoride varnish. Services will be provided by second-year dental hygiene students and only upon written parental consent.

STRATEGIC DIRECTION/GOAL: Student Achievement

ALTERNATIVES:

1. Approve the agreement.
2. Do not approve the agreement.

RECOMMENDATION:

Alternative # 1 is recommended.

RATIONALE:

This agreement provides opportunities not otherwise available to students to receive basic dental care at no monetary or time outlay to parents.

IMPACT STATEMENT:

There is no cost to the district. The Community Dental Program will secure all necessary equipment and supplies.

DATA SOURCES

Sara O'Toole, RN, BSN, Managing Officer, School Health Services
Amy Krueger, RDH, BSDH, MS, Faculty, St. Petersburg College
David Koperski, School Board Attorney

SUBMITTED BY:

William Lawrence, Associate Superintendent, Teaching and Learning Services

ATTACHMENTS:

- Consent - SPC Community Dental Program Agreement (PDF)

AGREEMENT
FOR
COMMUNITY DENTAL PROGRAM

This Agreement is made and entered into by and between the Board of Trustees of St. Petersburg College, P.O. Box 12489, St. Petersburg, Florida 33733, hereinafter referred to as "SPC," and the School Board of Pinellas County, Florida, 301 Fourth Street Southwest, Largo, Florida 33770, hereinafter referred to as the "School Board."

WITNESSETH:

Whereas, SPC's College of Dental Hygiene and the School Board wish to collaborate to implement a community dental program for Pinellas Park elementary school students with unmet dental needs.

Now, therefore, in consideration of the mutual promises and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SPC and the School Board, hereinafter collectively referred to as the "Parties," agree as follows:

1. The above recitals are true and correct and are hereby incorporated by reference.
2. **Term.** This Agreement shall commence once signed by the Parties and continue through and until April 30, 2014. Thereafter, the Agreement will automatically renew for successive one-year terms. Either Party may terminate the Agreement at any time upon 90 days prior written notice to the non-terminating Party. In the event SPC is unable to provide dental hygiene students capable of performing SPC's obligations under the Agreement, the Agreement shall automatically terminate without further obligation to either Party.
3. **Location.** Dental hygiene education and services will be provided at Pinellas Park elementary schools.
4. **SPC Responsibilities.** SPC will be responsible for providing second-year dental hygiene students to develop, organize and implement a community dental program for Pinellas Park elementary school students. As part of the plan, SPC students will provide oral-systemic health and nutritional education, oral health screenings, application of dental sealants and/or fluoride varnish. Such services will only be provided upon consent from parents whose elementary students wish to receive care. SPC will also work with the Pinellas Park Rotary Club to obtain a portable dental exam chair and portable equipment required for screening patients and applying sealants and/or fluoride varnish. SPC will also work with local dental supply companies to obtain adequate supplies of dental sealant and varnish materials. In the event SPC is unable to obtain the above-referenced items from the Pinellas Park Rotary Club or local dental supply companies, SPC shall not be responsible for purchasing such supplies and may terminate the Agreement without further obligation.

5. **School Board Responsibilities.** The School Board will be responsible for identifying Pinellas Park elementary school students who have unmet dental needs and who wish to participate in the community dental program. The School Board will obtain written consent from parents wishing to enroll their elementary school students in the education and services provided by SPC.
6. **Confidential Student Records.** Prior to SPC student or agent having access to confidential student records, the School Board will obtain written parental consent for release of such records to SPC students or agents. The Parties agree to protect the rights of students with respect to records created, maintained and used by the Parties in accordance with state and federal law.
7. **Retention of Records.** SPC agrees to maintain records relating to this Agreement for three years and to subject documentation as requested by the School Board for audit purposes. The parties acknowledge they are subject to and agree to comply with the Florida Public Records Law, Chapter 119, Florida Statutes.
8. **Liability.** The Parties 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 this negligence subject to the monetary limitations and defenses provided by Section 768.28, Florida Statutes. Nothing in this Agreement will serve as a waiver of sovereign immunity by the Parties and nothing herein will be construed as consent by the Parties to be sued by third parties for any matter arising out of or relating to this Agreement.
9. **Contact Persons.** SPC and the School Board designate the following persons to direct and implement this program:
- For SPC: Amy Krueger, RDH BSDH MS
Full Time Faculty
St. Petersburg College
(727) 341-3762
Krueger.Amy@spcollege.edu
- For School Board: Sara O'Toole, RN BSN
Managing Officer, School Health Services
Pinellas County Schools
(727) 588-6320
Otooles@pcsb.org
10. **Entire Agreement; Amendment.** This Agreement constitutes the entire agreement of the Parties, and is intended as a complete and exclusive statement of the rights and responsibilities that have been made in connection with this program. Any amendment to this Agreement must be in writing and duly signed by the Parties.

In witness whereof, the Parties hereto, by their authorized representatives, executed this Agreement on the date set forth below their respective signatures.

SCHOOL BOARD OF
PINELLAS COUNTY, FLORIDA

BOARD OF TRUSTEES OF
ST. PETERSBURG COLLEGE

By: _____

By: _____

Name: Carol J. Cook

Name: _____

Title: Chairperson

Title: _____

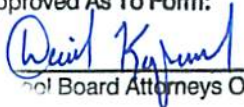
Date: _____

Date: _____

Attest: _____

Michael A. Grego, Ed.D.
Superintendent

Approved As To Form:


School Board Attorneys Office

**ST. PETERSBURG COLLEGE
SCHOOL OF DENTAL HYGIENE
RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY
FOR COMMUNITY DENTAL PROGRAM**

Dear Parent or Guardian:

Dental hygiene students from St. Petersburg College's School of Dental Hygiene will be providing a free educational session on oral healthcare and nutrition at your child's elementary school during April, 2013. Following the educational session, your child has the opportunity to receive a free dental screening, fluoride varnish treatment, and/or dental sealant as determined by the screening, if you consent and sign below.

No anesthesia, medication or X-rays will be administered during the screening. The sealant is a plastic protective coating placed on the chewing surface of the back teeth. The sealant blocks food and bacteria that cause tooth decay (cavities). The fluoride varnish also helps prevent tooth decay. Both products are approved by the American Dental Association.

Only students whose parent/guardian has signed below will be screened and treated. Dental hygiene students will be supervised by a College instructor who is a licensed dental hygienist.

I, _____, parent/guardian (circle one) of _____ (insert name of elementary student) consent to my child receiving free dental screening and care (as needed) as described above. I understand that this program is free and voluntary and that my child is under no obligation to participate. The School of Dental Hygiene reserves the right to refuse or stop treatment at any time if the health, safety or welfare of the staff or elementary student is in question. My child's information follows:

Name of Child _____ Date of Birth _____

Male _____ Female _____ Parent/Child Phone Number _____

Circle one: Asian Black Haitian Hispanic White Other

Is your child healthy? Yes _____ No _____

Has your child had any serious health problems? Yes _____ No _____

If yes, please explain _____

By signing below, I agree to defend, indemnify, hold harmless, release and forever discharge St. Petersburg College, the School Board of Pinellas County, and their respective governing boards, officers, employees and agents of and from any and every claim, demand, action, or right of action, of whatever kind or nature, either in law or in equity arising from or by reason of or including any loss, damage and/or injury that my child may suffer as a result of participating in the program or as a result of negligence by the parties named above. This Release of Liability, Assumption of Risk and Indemnity shall be binding on me, my distributees, beneficiaries, next of kin, personal representatives, executors, administrators and assigns.

I acknowledge that I have read the foregoing, that I understand and acknowledge the significance and consequence of this Release of Liability, Assumption of Risk and Indemnity, and that I am signing this form voluntarily. I also acknowledge that no payment is required for this program.

(Signature of Parent or Guardian)

(Date)

(Printed Name of Parent or Guardian)

Your form must be returned no later than _____ for your child to participate.

04/23/13 05:30 PM

Regular School Board Meeting301 Fourth Street SW
Largo, FL 33770**Pinellas County
Schools****SCHEDULED****REQUEST FOR APPROVAL (ID # 3950)**

April 23, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval of the Listing Agreement With Morris Gregory Haas, LLC.
for the Marketing and Sale of a Vacant Property Known as the Fisher Road
Site

BACKGROUND:

At the April 2, 2013 School Board workshop the School Board directed the Real Estate Department to proceed with the marketing and sale of a vacant property known as the Fisher Road site. The School Board had previously approved the Morris Gregory Haas, LLC firm to market and sell the Euclid Center.

STRATEGIC DIRECTION: Managing Productive Systems

ALTERNATIVES:

1. Approve the agreement.
2. Do not approve the agreement.

RECOMMENDATION:

Alternative No. 1 is recommended.

RATIONALE:

Morris Gregory Haas, LLC., a Real Estate Broker in Tampa, submitted a fair and equitable Broker Agreement to market and sell the vacant land.

IMPACT STATEMENT:

The agreement does not require any commitment of funds by the School Board.

DATA SOURCE:

David Koperski, School Board Attorney
Debbie Forster, Real Estate Analyst

SUBMITTED BY:

Michael Bessette, Associate Superintendent, Operational Services

ATTACHMENTS:

- Broker Agreement (PDF)

MORRIS GREGORY HAAS, LLC.
LISTING AGREEMENT

PARTIES

This agreement is made as of _____, 2013 (the "Effective Date") by and between the SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA located at 301 4th Street Southwest, Largo, FL 33770 ("Owner") and **MORRIS GREGORY HAAS, LLC**, with offices at 504 Royal Greens Drive, Temple Terrace, FL 33617-3846 ("Broker"). In consideration of the covenants herein contained, the parties agree as follows:

EMPLOYMENT

1.1 Owner hereby appoints and employs Broker and Broker hereby agrees to act as broker to sell, as specified and limited below, the Owner's land located at the southeast corner of County Road 39 and Fisher Road in the Palm Harbor area of un-incorporated Pinellas County, Florida further described as parcel numbers 18-26-16-00000-210-0200 and 18-28-16-00000-210-0300, (the "Property").

TERM

2.1 This agreement shall commence upon the Effective Date and continue for one year thereafter. Notwithstanding the foregoing, either party may terminate this agreement upon 60 days notice by providing written notice to the other party of its desire to so terminate. If cancelled by Owner, Owner will cover the actual costs of marketing materials and other documented expenses incurred by Broker, but not to include time expended by salesperson. Provided, however, that if either a contract or closing cannot reasonably be effected within such sixty (60) day period and Broker, Seller or Purchaser are pursuing negotiations in good faith, with diligence and continuity, then Broker shall have such additional time as is reasonably necessary to effect such to finalize the contract or meet contingencies in the contract.

CONTINUING EFFECT OF THIS AGREEMENT

2.2 Within 30 days of the termination or expiration of this Agreement, Agent shall prepare and submit to Owner, in writing, a list of prospective buyers for the Property. For a period of two (2) months following the expiration or effective termination date, Agent shall be entitled to a commission in accordance with the provisions of this Agreement, should any buyer on said list enter into a purchase agreement with Owner and close on the Property.

SALE OF PROPERTY

3.1 Owner authorizes Broker to display "appropriate" signs at Broker's cost on the Property, advertise for sale and solicit offers from potential users, developers and investors for the disposition of the Property. All brochures and advertising, including display signs, shall be subject to approval by Owner's administrative agent. Broker is specifically directed to use a sales contract as approved by Owner. Property will be initially marketed for Two Million Seven Hundred and Fifty Thousand Dollars and No Hundreths (\$2,750,000.00). Owner reserves the right, in Owner's sole and absolute discretion, to change the sale price and terms at any time during the term of this Agreement.

3.2 Broker agrees to use commercially reasonable efforts toward the satisfactory sale of the Property. Broker will pay to other cooperating registered real estate brokers any brokerage "splits" set forth in Paragraph 4.3. In connection therewith, Broker further agrees to accomplish the following at Broker's expense:

- (a) Acquire and maintain knowledge of the local market for properties similar to that of Owner, recommend pricing and marketing strategies for Owner's consideration and establish general marketing guidelines and procedures for approval by Owner's Administrative Agent;
- (b) At Broker's expense, prepare and distribute a brochure to describe the Property and to present, in an accurate and attractive manner, the advantages of the Property;
- (c) Arrange for showing by appointment of the Property to prospective purchasers;
- (d) Submit all offers, applications, proposals, and communications from interested purchasers;
- (e) Unless expressly authorized in writing by Owner, Broker shall not execute on Owner's behalf any documents. No sale may be effected by anyone other than duly authorized employees of Owner;
- (f) The Broker as Agent shall not be responsible for the physical care or condition of the Property.

SALE COMMISSIONS

4.1 As compensation to Broker for its efforts to sell the property in accordance with this Agreement, Owner agrees to pay sales commissions as herein described while this Agreement remains in effect. During the term of this Agreement, the Owner will refer to the Agent any and all inquiries received by the Owner from any source with respect to or concerning said property, together with the name and address of each person or corporation making such inquiry as well as other inquiries or offers received or directed to the Agent.

SALE COMMISSION CALCULATION

As to sales, Broker's commission shall be:

4.2 **SOLE BROKER:** Commissions for a sale procured solely through Broker's efforts will be calculated as follows: 5% of the gross sales price.

4.3 **COOPERATING BROKER:** Commissions for a sale procured through a cooperating broker will be calculated as follows: 7% of the gross sales price. In the event that there are multiple brokers involved, Morris Gregory Haas is to receive no less than 3.5% of the gross sales price as commission.

TIME OF PAYMENT

4.4 Commissions earned and calculated as above provided shall be payable to Broker at Closing.

MISCELLANEOUS

5.1 This Agreement shall bind and inure to the benefit of the parties hereto. The Agreement may not be changed orally, but only in writing signed by both parties hereto.

NOTICES

6.1 All notices given under this Agreement are effective only if sent by certified mail, postage prepaid, addressed to the party to receive notice at the address specified in the first paragraph of this Agreement, or at such other address as may be specified by such party by notice given to the other party in the manner provided by this Paragraph 6.1.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized officers and their corporate seals to be affixed, all as of the day of the year first set forth above.

OWNER/SELLER**PINELLAS BOARD OF PUBLIC INSTRUCTION**

SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

By: _____

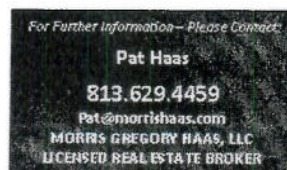
Title: _____

Date: _____

ATTEST:Approved as to form


 School Board Attorney
AGENT**MORRIS GREGORY HAAS, LLC**By: _____
Morris Gregory Haas, Broker

Date: _____



SCHEDULED

REQUEST FOR APPROVAL (ID # 3951)

April 23, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval of an Amendment to Renew the Joint-use-of-Facilities Agreement With Pinellas County

BACKGROUND:

In 1985, an agreement was developed that enabled the board and the county to use each other's facilities for educational, recreational and civic programs. The amendment to renew the joint-use agreement is for a period of five (5) years beginning August 28, 2013 and ending August 27, 2018.

STRATEGIC DIRECTION: Community Relations

ALTERNATIVES:

1. Approve the amendment.
2. Do not approve the amendment.

RECOMMENDATION:

Alternative No. 1 is recommended.

RATIONALE:

One of the school district's managing productive systems is making use of shared and collaborative resources. The amendment to renew the agreement is in the best interest of both parties, since it provides a greater variety of facilities and services to both the community and the school district.

IMPACT STATEMENT:

The amendment to renew the agreement does not require any commitment of funds by the School Board.

DATA SOURCE:

David Koperski, School Board Attorney
Debbie Forster, Real Estate Analyst
Jeanne Armstrong, Pinellas County Sr. Real Property Specialist

SUBMITTED BY:

Michael Bessette, Associate Superintendent, Operational Services

ATTACHMENTS:

- Amendment to PC Agr.13 (PDF)

AMENDMENT TO JOINT USE AGREEMENT

This Amendment to the Joint Use Agreement ("Amendment") is made by and 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," this _____ day of _____, 2013, and provides as follows.

WHEREAS, parties initially entered into a Joint Use Agreement ("Agreement") effective August 28, 2008, ("Agreement") for a five year term; and,

WHEREAS, the Agreement expires on August 27, 2013; and

WHEREAS, the parties desire to amend the Agreement to extend it another five years to August 28, 2018;

NOW, THEREFORE, for an in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

1. The term of the Agreement is extended five years such that the Agreement now expires on August 28, 2018.
2. All terms and conditions of the Agreement, 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.

Pinellas County, Florida

The School Board of Pinellas County,
Florida

By: _____
Print Name: _____
Title: _____

By: _____
Chairperson

Attest: _____
Print Name: _____

Attest: _____
Superintendent

Approved as to form
Office of the County Attorney

Approved as to Form:

By: _____


Office of School Board Attorney

JOINT USE AGREEMENT

THIS AGREEMENT made and entered into this 13 day of August, 2008, by and 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 "Board."

WITNESSETH:

WHEREAS, the Board may request the use of various County-owned facilities for its educational or recreational programs or other Board-related uses; and

WHEREAS, the County may request to use various school facilities owned by the Board, for its recreational programs, public meetings, and other County-related programs; and

WHEREAS, the Board and the County are each willing to cooperate in this matter under certain conditions and provisions; and

WHEREAS, the Board has the authority pursuant to the provisions of Florida Statutes to enter into agreements with other governmental agencies;

NOW, THEREFORE, in consideration of the premises and of the covenants herein contained and other good and valuable consideration, the Board and the County mutually agree to the joint use of their respective facilities under the following terms and conditions:

1. Term. The term of this Agreement will be for a period of five (5) years beginning August 28, 2008, and ending August 27, 2013. This Agreement may be extended for additional five (5) year periods under the same terms and conditions set forth herein, with written agreement and approval by the Board and the County.

2. Scheduling Uses. Short-term uses of facilities may be scheduled with the joint approval of the Superintendent of Schools and County Administrator, or their respective designees by using a Facility Use Authorization Form, a sample of which is attached as "Exhibit

A.” The Facility Use Authorization Form will be prepared by the School Board’s Real Property Management Department. The Facility Use Authorization Form will specify the location and conditions of use, including but not limited to, dates, times, contact names and costs, if any. The Facility Use Authorization Form will be considered an amendment to the Agreement when executed by the Superintendent of Schools and County Administrator, or their respective designees.

3. Facilities Owned by Board. The Board agrees to make its facilities available when the use thereof does not interfere or conflict with any Board programs. Use of said facilities will not be earlier than 8:00 a.m. nor later than 11:00 p.m. for outdoor use and not later than 12:00 midnight for indoor use.

4. Facilities Owned by County. The County agrees to make its facilities available when the use thereof does not interfere or conflict with any County programs. Use of said facilities will conform with the hours the facilities are normally open to the public.

5. Payment for Use of Facilities. The facility owner will determine the charges, if any, to be paid by the facility user.

6. Return Condition of Facility. The party using the facility agrees to return the play field or facilities and surrounding area to a clean and sanitary condition after use by that party or any of its agents or invitees.

7. Supervision of Program. Each party will provide its own personnel for the supervision of the programs it conducts.

8. Restriction of Use. Use of the subject premises, by private parties or organizations or by business enterprises for profit is prohibited, unless specifically approved by the Superintendent of Schools and County Administrator, or their respective designees. The Board and the County further agree to make no unlawful, improper or offensive use of the subject

premises and all rights of the using party hereunder will be terminated by the Board or County in the event that such use is made thereof. All persons using facilities owned by the Board will abide by all Board policies, including Board policies, which state that the consumption of tobacco products or alcoholic beverages on Board property, including any outside areas, is prohibited. All persons using facilities owned by the County will abide by all County policies.

9. Liability. Board and County agree to be fully responsible for their own acts of negligence, or their respective employee's, agents' and invitee's acts of negligence when acting within the scope of their employment or agency, and agree to be liable for any damages proximately caused by said negligence subject to the limitations and defenses provided by Section 768.28, Florida Statutes. Nothing herein is intended, nor shall be the same be construed, to serve as a waiver of sovereign immunity by either Board or County, nor as consent by Board or County to be sued by third parties for any matter arising out of or related to this Agreement. Board and County agree to provide each other, if requested, proof of insurance coverage or self-insurance in the amount set forth in Florida Statutes.

10. Assignment, Inspection, Default and Termination. If either party fails to perform any term, covenant or provision in this Agreement, then the non-defaulting party shall notify the defaulting party of the default in writing and its demand to cure said default. Upon receipt of this notice, the defaulting party shall have thirty (30) days from receipt of the notice to cure the default, provided this thirty (30) day cure period shall be extended for such reasonable period of time as is necessary to cure the default if default is not reasonably capable of cure within said thirty (30) day period, and the defaulting party commences to diligently cure. Upon the defaulting party's failure to cure the default as provided herein, the non-defaulting party may pursue such remedies available to cure the default, which shall be the sole remedy available to either party in the event of default herein.

11. Additional Facilities. Additional Board or County facilities not specifically enumerated herein may be used at appropriate times and place with written approval of the Superintendent of Schools and County Administrator or their respective designees.

12. Unforeseen Questions. The Board and the County agree that in the event of unforeseen questions arising out of the use of the said facilities or questions of use, questions will be settled in writing between the Superintendent and the County Administrator or their respective designees for resolution of such questions concerning this Agreement.

13. Notices. Unless, and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals and other communications which are required to be given by either party shall be in writing and shall be deemed given and delivered on the date delivered in person to the authorized representative of the recipient provided below, or upon the expiration of five (5) days following the date mailed by first class mail to the authorized representative of the recipient provided below, or upon the date delivered by overnight courier (signature required) to the authorized representative of the recipient provided below:

To the County:

Director
Real Estate Department
Lease Mgmt. Division
201 Rogers Street
Clearwater, FL 33756

To the School Board:

Real Estate & Concurrency Svcs.
Walter Pownall Service Center
11111 S. Belcher Road
Largo, FL 33773

Either party may change its authorized representative or address for receipt of notices by providing the other party with written notice of such change. The change shall become effective ten (10) days after receipt by the non-changing party of the written notice or change.

14. Headings. The headings of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope of intent of this Agreement or any part hereof, or in any way affect the same, or construe any provision hereof.

15. Approval Authority. Pursuant to the Pinellas County Code, Section 2-62, the Board of County Commissioners has delegated authority to the Interim County Administrator, for the purposes of entering into and executing said Joint Use Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the respective undersigned and duly authorized officials the day and year first above written.

WITNESS:

By: *Della Klug*

Print Name: Della Klug

PINELLAS COUNTY, FLORIDA

By: *Fred E. Marquis*

Print Name: Fred E. Marquis

Title: Interim County Administrator

APPROVED AS TO FORM
OFFICE OF THE COUNTY ATTORNEY

By: *H. J. G.*

Sr. Asst. County Attorney

WITNESS:

THE SCHOOL BOARD OF
PINELLAS COUNTY, FLORIDA

By: *Nancy Bostock*

Print Name: Nancy N. Bostock

Title: Chairperson

JUL 29 2008

APPROVED AS TO FORM
SCHOOL BOARD OF PINELLAS CTY

By: *James H. Bostock*

School Board Attorney

Exhibit "A"

FACILITY USE AUTHORIZATION FORM

Date: July 29, 2008
 To: Agency
 Subject: Additional Use Request under the Agreement Between the School Board of Pinellas County and Agency, effective date

Requestor:
 Description of Use:
 Facility(ies): **SAMPLE – Note: This form will be completed by Real Estate & Concurrency Services and submitted for signatures.**

Dates & Times:
 Supervision By:

Coordinator (& Phone #) for School Board:
 Coordinator (& Phone #) for Agency:

The following estimated costs will be incurred as a result of the said use:

Wages: \$
 Direct Costs \$ 000.00
 Other (List) \$
 \$ _____

Total \$ 000.00

The facility owner/representative Pinellas County School Board will invoice Agency for the above-described costs, which may vary if the actual use of facilities differs from that shown above. This form, when executed by the authorized representative for the School Board and the authorized agency representative, will be authorization to use the above described facility on the dates and times set forth herein. This additional use is granted under the terms and conditions of the above said agreement.

Additional conditions, if any:

Agency

School Board of Pinellas County, Florida

 Authorized Representative Date
 for Agency

 Authorized Representative Date
 for School Board
 11111 S. Belcher Rd., Largo, FL 33773

With copies to: Superintendent of Schools
 Kevin Smith, Director, Accounting
 Patricia Riggs, Director, Auditing
 Stephen Fairchild, Real Property/Facilities Specialist
 Associate Superintendent (Region I-V)
 School Representative
 School Bookkeeper
 Agency Representative

RPC #
 Juauthorizationform-SAMPLE

Attachment: Amendment to PC Agr.13 (3951 : Amendment to Renew Joint-Use of Facilities - Pinellas County)

04/23/13 05:30 PM

Regular School Board Meeting301 Fourth Street SW
Largo, FL 33770**Pinellas County
Schools****SCHEDULED****REQUEST FOR APPROVAL (ID # 3952)**

April 23, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval of Agreement With Holmes Hepner & Associates Architects, Inc. for Architectural and Contract Administration Services in Connection With the Construction of a Free Standing, one Story, 2,150 Square Foot Building to be Used as a Health Center Clinic, in the Amount of \$30,700 at Pinellas Park High School, Project No. A913

BACKGROUND:

Pursuant to Section 287.055 Florida Statutes, negotiations were conducted for architectural services in connection with the Health Center Clinic Building at Pinellas Park High School.

The estimated total cost of this project is \$600,000. The agreement is the result of negotiations with the PA/E. The cost of this agreement is \$30,700. A copy of the agreement is attached.

STRATEGIC DIRECTION: Safe Learning Environment

ALTERNATIVES:

1. Approve the agreement.
2. Do not approve the agreement.

RECOMMENDATION:

Alternative No. 1 is recommended.

RATIONALE:

Approval of the agreement is necessary to proceed with the design at Pinellas Park High School.

IMPACT STATEMENT:

Construction Cost (Construction Manager)	\$0	
Construction Cost Sub-Total		\$0
Project Architect/Engineering Design Cost (PA/E)	\$30,700	
PA/E Sub-Total		\$30,700
Administrative/Planning Costs (Miscellaneous)	\$0	
Miscellaneous Sub-Total		\$0
Furniture, Equipment and Technology (FE & T)	\$0	
FE & T Sub-Total		\$0
Total Project Cost to Date		\$30,700
The source of this funding is a Federal Health Grant.		

DATA SOURCE:

David Koperski, School Board Attorney
Joe Maceda, Financial Reporting Analyst
Andre L. Poulard, Electrical Engineer
Peter M. Hepner, AIA, Holmes Hepner & Associates Architects, Inc.

SUBMITTED BY:

Michael Bessette, Associate Superintendent, Operational Services

ATTACHMENTS:

- Pinellas Park High PAE AGREEMENT 4.11.13 (PDF)

AGREEMENT

THIS AGREEMENT, made and entered into this **23rd day of April, 2013**, by and between THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA, hereinafter referred to as the "Board" and **Holmes Hepner & Associates Architects, Inc.** hereinafter referred to as the "Project Architect/Engineer" or the PA/E:

WITNESSETH

WHEREAS, the Board intends **to construct a free standing, one story, 2,150 square foot (SF) building to be used as a Health Center Clinic at Pinellas Park High School, Project No. A913**, hereinafter referred to as the "Project;" and

WHEREAS, the Board has established an estimated cost of **\$600,000** for the Project; and

WHEREAS, the PA/E has been selected by the Board pursuant to Section 287.055, Florida Statutes (the Consultants' Competitive Negotiations Act, hereinafter referred to as "CCNA") to enter into negotiations to provide professional architectural/engineering services to the Board for this Project; and

WHEREAS, the PA/E certifies that he is properly licensed in the State of Florida and in Pinellas County to render the professional services required by this Agreement; and

WHEREAS, the Board has requested the PA/E to prepare Schematic, Preliminary and Construction Documents in accordance with the scope of the Project herein: entitled **Free Standing, one story, 2,150 SF building to be used as a Health Center Clinic at Pinellas Park High School, Project No. A913**, scheduled for approval by the Board on the **23rd day of April, 2013** and to provide construction administration during the construction of the Project and cooperate with the Office of the School Board Architect.

NOW, THEREFORE, the Board and the PA/E, for the consideration hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

I. BASIC SERVICES. The PA/E's basic services shall comply with the Florida Building

Code, applicable as of the date of this Agreement, and all supplemental rules issued thereto; the Project Program or Educational Specifications; and the Office of the School Board Architect's "Project Architect and Engineer's Handbook," (hereinafter referred to as the PA/E Handbook) in effect on the date of this Agreement. The PA/E shall follow the requirements of the PA/E Handbook and shall bear responsibility for same except for those specific instances in which he has protested to and received written approval from the Office of the School Board Architect for an exception. The Basic Services shall consist of five phases described in Articles I.A through I.E of this Agreement, unless otherwise expressly stated herein, and shall include, but not necessarily be limited to, normal architectural site design, architectural design, structural, mechanical and electrical engineering.

Architectural site design shall be defined for purposes of this Agreement as those services the PA/E would normally provide to designate paved and walkway areas, establish a building footprint, designate building floor elevations and spot elevations or contour lines of surrounding grades sufficient to indicate surface rain water run-off.

Civil engineering, except provided above as an architectural site design, will be considered as "additional services" as defined in Article II.

The PA/E shall prepare and file documents required for approval by governmental authorities having jurisdiction over the Project, except that under Basic Services the PA/E will not be required to serve as an expert witness at public hearings or legal proceedings, nor will the PA/E be required to prepare or file a Development of Regional Impact (DRI) study with the Tampa Bay Regional Planning Council, nor prepare detailed information for the Department of Environmental Protection, (hereinafter referred to as the "DEP"), nor for the Southwest Florida Water Management District, nor local or other environmental agencies. Such services may be provided by the PA/E at the Board's request as an Additional Service. The PA/E shall, however, meet with the District Staff and make presentations to the Board as deemed necessary in the sole discretion of the Office of the School Board Architect as a part of the basic services.

A. Schematic Design Phase I. The PA/E shall review the program and the Project budget requirements as established by the Board, and the proposed site selected by the Board, and shall investigate the conditions at the Project site in order to prepare appropriate schematic architectural and engineering documents in accordance with the program. In the event that an ambiguity or contradiction exists between the program, this Agreement, the PA/E Handbook, or the Florida Building Code, the PA/E shall apply for and receive from the Office of the School Board Architect a written interpretation which will bind both parties. Upon such written request, the Office of the School Board Architect will respond within thirty (30) working days after the date appearing on the request. Upon application of and receipt from the Office of the School Board Architect of an interpretation of the program, the parties to this Agreement and subsequent agreements will be bound by such interpretation.

Upon the Board's approval of a building site, the PA/E shall provide architectural site design which will provide for ingress and egress. During the Schematic Design Phase I, the PA/E shall prepare alternate approaches to design and construction; shall review such with designated representatives of the Owner; and shall continue in these efforts to resolve problems and develop an acceptable design solution. Only changes after the Office of the School Board Architect's approval of such schematic design solution may entitle the PA/E to additional compensation.

Based upon the approved program (and any revisions made thereto during the Schematic Design Phase), budget requirements and building site considerations, the PA/E shall prepare and submit the Schematic Design Document Phase I, consisting of drawings and other documents as defined in the PA/E Handbook illustrating the scale and relationship of the Project components, along with a statement of probable construction cost based upon current area, volume or other unit costs.

Beginning with the Schematic Design Phase I and with each subsequent submittal (Preliminary Design Phase II, if required) and Construction Documents Phase III, the PA/E shall submit an estimated statement of probable construction cost. In the event the estimate exceeds

the approved budget sum, the PA/E shall identify the work which can be accomplished for a base bid sum equal to or less than the budgeted sum, and shall identify alternate bids to be bid, together with the estimated costs for such alternate bids. The Board may elect to accept an estimate of construction costs higher than previously established in the budget or previously approved during a phase estimate, or the Board may elect to proceed with the base bid equal to or less than the budgeted sum, along with additive alternate bids, or the Board may reject that phase submittal. Acceptance of the higher estimate of probable construction costs shall establish a new construction sum for the Project towards which the PA/E shall endeavor to design the project in order to not exceed the estimated construction costs of the new budget adopted by the Board.

B. Preliminary Design Phase II. From the Schematic Design Phase I in accordance with the Office of the School Board Architect review requirements, the PA/E will prepare the Preliminary Design Phase II. During this phase, the PA/E shall develop appropriate drawings and outline specifications and other documents as required by the PA/E Handbook to establish and describe the size and character of the entire Project with regard to the architectural site design, architectural, structural, mechanical and electrical systems, materials and other such elements as may be appropriate, and shall submit a refined statement of probable construction costs as defined by Article I.A.

C. Construction Document Phase III. The PA/E shall continue to investigate the existing conditions at the Project site and shall make further minor adjustments to the scope or quality of the Project, as authorized by the Board in the previous submittals or by adjustments made to the budget for the Project. Based upon the approved Preliminary Design Phase II, in accordance with Office of the School Board Architect review requirements, the PA/E shall prepare for the Board and/or Department of Education (DOE) approval, the Construction Documents Phase III submittal consisting of final plans (drawings) and specifications setting forth in detail the requirements for the construction of the Project, as defined in the PA/E Handbook. The PA/E shall advise the Office of the School Board Architect of any adjustments

to the previous statements of probable construction cost. The PA/E shall assist the Office School Board Architect in connection with the Board's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

D. Bidding Phase IV. The PA/E shall assist the Office School Board Architect in preparing necessary bidding forms and conditions of the Contract and the form of Agreement between the Board and the Construction Manager or Contractor shall convene, attend and conduct the prebid conference at the job site or any other place designated by the PA/E, and shall assist the Board in obtaining sufficient bids for the Project.

E. Construction Phase V. The construction phase will commence with the award of the Contract for construction. The PA/E will administer the construction contract by making periodic visits to the site at intervals appropriate to the progress of the construction (or otherwise agreed to by the PA/E in writing). The administration of the construction contract shall include but not be limited to the following:

1. convene, attend and conduct the preconstruction conference,
2. prepare and print minutes of all meetings and distribute to the appropriate parties,
3. provide special inspections required by the Office of the School Board Architect in accordance with the contract documents,
4. review shop drawings for compliance with contract documents,
5. attend job site meetings on a weekly or bi-monthly basis as dictated by the scope and size of the construction project,
6. review monthly or other periodic applications for payment by the Construction Manager or Contractor,
7. prepare change orders and/or field orders,
8. prepare punch lists, inspect completed work and edit punch lists as conditions warrant,
9. issue and sign Certificates of Substantial Completion,
10. issue and sign Certificates of Final Inspection,
11. review and approve project close-out documents.

The PA/E shall be the representative of the Board during the construction phase and shall advise and consult with the Board as to all phases of construction. Instructions from the Office of the School Board Architect or Board to the Construction Manager or Contractor shall be forwarded through the PA/E. The PA/E shall have authority to act on behalf of the Board only to the extent provided for in the contract documents, unless otherwise modified by written mutual agreement. The PA/E shall visit the site at intervals appropriate to various stages of construction and become generally familiar with the progress and quality of the work performed by the Construction Manager or Contractor and determine and advise the Board whether the work is proceeding in accordance with the contract documents. The PA/E shall review, approve, or take other appropriate action upon the Construction Manager's or Contractor's submittal of documents, including, but not limited to, shop drawings, project data and samples, but only for compliance with the design concept of the work and with the information given in the contract documents. Such action by the PA/E shall be taken with reasonable promptness so as to cause no delay to the Project. The PA/E's approval of specific items shall not indicate approval of any assembly of which the item is a component. The PA/E shall certify the Construction Manager's or Contractor's monthly application for payment based upon the percentage of the construction completed at the Project in accordance with the plans and specifications. The PA/E shall determine the amounts owing to the Construction Manager or Contractor based on observations at the site. After evaluating the Construction Manager's or Contractor's application for payment, if the PA/E approves, the PA/E shall sign the certificate and forward it to the Office of the School Board Architect inspector. The failure of the PA/E to forward to the Board the completed submittal and all required back-up data, or if the certificate (or request for payment) is incorrectly prepared or contains arithmetic errors, the Board may reject the Construction Manager's or Contractor's pay application and return it to the PA/E without penalty to the Board because of delay or error.

The PA/E shall invite and include the Office of the School Board Architect to review

meetings and to review inspections during the time when the Construction Manager's or Contractor's applications for payment are evaluated by the PA/E.

The PA/E shall provide appropriate administration of the Project including special inspections and testing of materials and systems at Board expense that are included in the construction contract.

The PA/E shall prepare change orders and keep the Board (through the Office of the School Board Architect) informed monthly as to the progress and quality of the work and endeavor to guard the Board against defects and deficiencies in the work by the Construction Manager, Contractor or his subcontractors and material suppliers.

The PA/E shall conduct appropriate observations to determine the dates of substantial and final completion, receive and forward to the Board written warranties and documents required by the construction contract and certify the final certificate of payment in affidavit form, certifying that to the best of his knowledge the Project has been constructed according to the final plans and specifications, Florida Building Code, ADA and all other applicable codes, and that all mandatory requirements have been satisfied.

The PA/E shall have the authority and duty to reject work by the Construction Manager or Contractor which does not conform to the contract documents. If the PA/E observes faulty materials or workmanship at the Project, or if the PA/E observes the use of improper material or any work not being accomplished in a satisfactory manner by the Construction Manager, Contractor or subcontractors, the PA/E shall immediately notify the Construction Manager or Contractor and the Office of the School Board Architect.

Although the PA/E does not guarantee the performance of the construction contract, the PA/E shall, nevertheless, exercise due diligence to protect the Board against defects and deficiencies in the work and use of improper materials by the Construction Manager or Contractor and subcontractors.

After substantial completion of the work, the PA/E shall furnish the Board with a certified

statement, in affidavit form, that in his professional opinion, the Project has been performed and completed according to the contract documents, Florida Building Code, ADA and all other applicable codes, and that all mandatory requirements have been satisfied.

The PA/E shall interpret the requirements of the construction contract documents. The PA/E shall render such interpretations as are necessary with reasonable promptness when written request is made by the Board, Construction Manager or Contractor. The PA/E shall render written decisions, within seven (7) calendar days, on all claims, disputes and other matters questioned by the Construction Manager, Contractor or Office of the School Board Architect relating to the execution or progress of the work or the interpretation of the contract documents.

The PA/E shall diligently assist the Board in obtaining correct and accurate as-built or record drawings from the Construction Manager or Contractor.

In the event the Board, Office of the School Board Architect, Construction Manager or Contractor requests the PA/E to visit the Project after substantial completion is accepted by the Board or during the warranty periods, review or observations which are conducted in connection with punch lists or warranty issues shall not be considered Additional Services. However, in the event that the PA/E continues to provide contract administration, because of the failure of the Construction Manager or Contractor to complete the Project within 110% of the calendar days allotted for construction in the contract for construction and in subsequent change orders, after the original construction contract completion date and extensions have been approved and the cause of the delay is the Construction Manager's or Contractor's and is not attributable to the PA/E, the PA/E may request the Board to withhold from the Construction Manager's or Contractor's partial or final payment sufficient sums in order to compensate the PA/E for extended contract administration. If the PA/E certifies that he has provided such extended contract administration and the delay in construction is the fault of the Construction Manager or Contractor and is not attributable to the PA/E, the additional contract administration shall be

regarded as Additional Services for which the PA/E shall be entitled to negotiate additional compensation based on an hourly rate.

F. In the event of a claim by the Construction Manager or Contractor based upon error, omission, act, or failure to act, or failure to act in a timely manner on the part of the PA/E, the PA/E shall be liable to the Owner to the extent the Owner is, in turn, obligated to the Construction Manager or Contractor for these errors, omissions, acts, or failure to act, or failure to act in a timely fashion, together with costs, and reasonable attorney's fees, if any, incurred by the Owner as a result of such error, omissions, act, or failure to act or failure to timely act.

G. If the estimated construction budget (adjusted as provided in the third paragraph on page 1 of this Agreement) is exceeded by the Guaranteed Maximum Price (GMP), the Board shall have the option in the Board's best interest to:

1. give written approval of an increase in such fixed limit; or,
2. if the Project is abandoned, terminate in accordance with Paragraph X; or,
3. cooperate in revising the Project scope and/or quality and/or design as required to reduce the construction cost.

If the Board chooses to proceed under Paragraph G.3. above, the PA/E, without additional charge, shall modify the Contract Documents as necessary to comply with the fixed limit established as a condition of this Agreement and/or subsequently approved by the Board. A full faith effort (as approved by the Owner) on the part of the PA/E in the modification of the Contract Documents shall be the limit of the PA/E's responsibility arising out of the original establishment of the fixed limit and/or as subsequently approved by the Board. The PA/E shall be entitled to compensation in accordance with this Agreement for all other services actually performed whether or not the Construction Phase is commenced, without considering work in this paragraph to be Additional Services.

II. ADDITIONAL ARCHITECTURAL SERVICES. Additional services, if performed by the PA/E at the request of the Board, shall entitle the PA/E to additional compensation to be negotiated at the time that the Board requests such services. The following are considered

additional services: detailed construction cost estimator, acoustician, landscape architect, site irrigation consultant, graphic design consultant, on-site civil engineering, off-site civil engineering, third bid proceeding, expert testimony, public hearing, legal proceedings (unless subpoenaed by the tribunal or a third party), full-time Project representative, program writing, special feasibility studies, evaluation of more than one site, master planning, bidding and coordination of separate contracts, expanded services caused by fire or similar causes or the default of the Construction Manager, Contractor or Board making measured drawings, travel out-of-county requested by the Board, threshold building inspections as required by the Board and the law, Florida Energy Evaluation Technique (FLEET), development of regional impact study, applications to DEP, application to Southwest Florida Water Management District, making revisions inconsistent with prior Board approval, and other services not otherwise included in this Agreement. For further explanation of Additional Services, the PA/E shall refer to the PA/E's Handbook. Generally, if the Board requests Additional Services, the PA/E shall furnish such services requested with the fees to be negotiated between the PA/E and the Board. Under no circumstances will the principals of the PA/E and the principals of his consultants be paid a fee in excess of **\$125** per hour.

III. BOARD RESPONSIBILITIES. The Board shall provide a program (or Educational Specifications) which outlines its design objectives, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment and systems and site requirements.

The Board shall furnish, if necessary, a legal description and land survey of the site, and if applicable, grades and lines of the streets, alleys, pavements, adjoining property, rights-of-way, easements, boundaries and contours of the site, locations, dimensions and complete data pertaining to the existing buildings on the site, and, if necessary, site information as to trees and shrubs and such information as is necessary concerning available services and utility lines above and below grade, including inverts and depths.

The Board shall furnish information and render approvals and decisions as expeditiously

as necessary for the orderly progress of the PA/E's services.

IV. COMPENSATION.

The total payment for services will be **\$25,700** and is itemized as follows:

A. Payment for Basic Services. For the "Basic Services" to be performed pursuant to this Agreement, the PA/E will be paid a fee of **\$25,700** to be paid periodically according to Article V of this Agreement.

B. Payment for Additional Services. The PA/E shall be entitled to additional compensation for those services which the PA/E agrees to perform set forth as follows:

Civil Engineering not to exceed \$5,000

C. Reuse of Documents. Notwithstanding anything contained in this Agreement or any Document referenced herein to the contrary, the drawing, specifications and other documents prepared by the PA/E for this Project are instruments of the PA/E's service, but the drawings and specifications shall be owned by the Board. The PA/E shall assign to the Board all common law, statutory and other reserved rights, including the copyright. The Board shall be permitted to retain copies, including reproducible copies, of the PA/E's drawings, specifications and other documents for information and reference in connection with the Board's use and occupancy of the Project. The Board may reuse the drawings, specifications or other documents on other projects in accordance with Sec. 1013.45(4), F.S.

V. PAYMENT SCHEDULE. Compensation (the Basic Services fee) shall be paid to the PA/E based upon Article IV and shall be paid as follows and upon receipt of proper billing:

A. Schematic Design Phase (Phase 1):

1. 100% complete Phase I Documents..... (15%).... **\$3,855 plus 15% of actual Civil Engineer Fee.**
(Upon review and approval by the Office of the School Board Architect)

B. Preliminary Design Phase (Phase II):

1. 100% complete Phase II Documents.....(25%)... **\$6,425 plus 25% of actual Civil Engineer Fee**
(Upon review and approval by the Office of the School Board Architect)

C. Construction Documents Phase (Phase III): Documents shall be submitted and payment will be due within 30 days of each submittal as follows:

1. 100% complete Phase III Documents..... 35% (Upon DOE or Office of the School Board Architect's approval including satisfaction of the permit review mandatory's).....**\$8,995 plus 60% of actual Civil Engineer fee.**

D. Construction Phase (Phase V): During the construction phase of the Project, the PA/E will be paid the fee of **\$6,425** to be paid periodically in proportion to the percentage of construction completed on the project.

VI.TIMELINE. Time is of the essence in performing the services required pursuant to this Agreement. The following time schedule shall govern the Project and Agreement, except to the extent waived by the Board or the Office of the School Board Architect in writing or otherwise expressly stated herein:

A. Following approval of this Agreement, the Schematic Design Phase I submittal for the Project shall be submitted to the Office of the School Board Architect on or before **twenty-one (21)** calendar days for submittal.

B. Following approval of the Schematic Design Phase I submittal, the Preliminary Design Phase II submittal for the Project shall be submitted to the Office of the School Board Architect on or before **thirty (30)** calendar days for submittal.

C. Following approval of the Preliminary Design Phase II submittal, the Construction Documents Phase III 100% complete submittal shall be presented to the Office of the School Board Architect on or before **fourteen (14)** calendar days for submittal.

D. Any required revisions to a design phase to obtain State of Florida (DOE), Board, or Office of the School Board Architect approval shall extend the above timelines for a reasonable period of time in order to comply with the required revisions.

E. If major revisions to the final design phase documents are requested and made or the Board makes major revisions in the program scope or Educational Specifications, the parties shall negotiate a reasonable fee for such major revisions or changes.

VII. EXTRA COMPENSATION. The Board shall pay no fees, other than described above, to the PA/E unless authorized by the Board as follows:

A. If the scope of the Project or site is changed, the Board and the PA/E shall negotiate a reasonable fee based upon the probable estimated construction cost in changing the scope of the work and the approximate percentage of the estimated construction cost which was used to negotiate this Agreement if, and, as such may be applicable.

B. If the DOE or Board requires the PA/E to make major or costly changes to the Schematic, Preliminary or Construction Document Phase submittals, which changes are not caused by architectural or engineering error or oversight, the PA/E shall be paid to redesign for additional expenses in an amount agreed to by the parties. Under no circumstances will the principals of the PA/E and the principals of his consultants be paid a fee in excess of **\$125** per hour.

VIII. DOCUMENTS. The Board will reimburse the PA/E for reproduction costs of plans and specifications as set forth in the PA/E Handbook.

IX. ASSIGNMENTS AND AMENDMENTS. Neither the PA/E nor the Board shall assign, sublet or transfer any interest in this Agreement without the consent of both parties. This Agreement may be amended only by written instrument signed by both the PA/E and the Superintendent of Schools, as approved by the Board.

X. TERMINATION. This Agreement may be terminated by either party upon seven (7) days' written notice by U. S. Certified Mail that the other party failed substantially to perform in accordance with the terms and conditions of this Agreement through no fault of the party initiating termination. This Agreement may be terminated without cause by either party upon thirty (30) days' written notice by U. S. Certified Mail. Termination of this Agreement may only be accomplished as provided herein. In the event this Agreement is terminated by the Board without cause, compensation shall be paid to the PA/E for all services performed to the date of termination. If terminated by the PA/E without cause, the PA/E shall be liable to the Board for direct and consequential damages resulting from the PA/E not completing the contract.

XI. COOPERATION WITH THE OFFICE OF THE SCHOOL BOARD ARCHITECT. The PA/E shall work in cooperation with the Office of the School Board Architect on all phases of the Project. The Office of the School Board Architect shall be the liaison between the Board and the PA/E, and whenever this Agreement requires the PA/E to tender any item, article or work product to the Board, such tender shall be accomplished upon timely presentation of such item or work product to the Office of the School Board Architect which shall include transmittal of each design phase submittal in order to present this submittal to the Board in accordance with Article VI. The PA/E shall rely on any written statement from the Office of the School Board Architect that the Board or Superintendent of the School District has taken some action required or allowed by this Agreement. Questions of design, budget, construction, unforeseen problems and related matters shall be submitted to the Office of the School Board Architect for transmittal to the Board and/or the PA/E.

XII. PROHIBITION AGAINST CONTINGENT FEE. The PA/E warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the PA/E, to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the PA/E, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement (287.055, Florida Statutes). For a breach or violation of this provision, the Board shall have the right to terminate the Agreement without liability and, at its discretion, deduct from the Contract price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

XIII. TRUTH-IN-NEGOTIATION. The PA/E shall provide a truth-in-negotiation certificate stating that wages and other factual unit costs supporting the negotiated fee were accurate, complete and current at the execution of the Agreement. The Agreement price shall be adjusted to exclude any significant sums the Board determines inflated the Agreement price due to inaccurate, incomplete wage rates or noncurrent wage rates and other factual unit costs.

All adjustments shall be made within one (1) year following issuance of a Certificate of Final Inspection and/or termination of this Agreement.

XIV. PROFESSIONAL LIABILITY INSURANCE. The Board will not purchase a blanket professional liability insurance policy to cover the PA/E and its consultants. It is the responsibility of the PA/E to provide, and PA/E will provide, liability insurance in the amount of \$1,000,000 with a \$25,000 deductible. The PA/E may provide more insurance and/or a lower deductible at his/her discretion.

XV. INDEMNITY AND LIMITATION OF THE PA/E'S LIABILITY TO THE BOARD. The PA/E agrees to indemnify and hold harmless the Board from and against all claims, damages and related expenses including attorney fees arising out of the negligent acts, errors and omissions of the PA/E or its consultants on this project.

XVI. INABILITY TO FUND THE PROJECT. Upon written certification by the Board that the Project cannot be funded from the Board's budget, performance under this Agreement shall be suspended. In the event this Agreement is suspended as provided in this Article, compensation will be made to the PA/E for all services performed to the date on which the Board provides the PA/E with written certification of "lack of funding," and such compensation will be in complete satisfaction of any claim or right of action which the PA/E may possess for damages for non-performance by the Board of any executory term of this Agreement.

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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

Holmes Hepner & Associates Architects, Inc.
220 West 7th Avenue, Suite 220
Tampa, FL 33602

By: 

Title: PRESIDENT

PETER M. HEPNER
print or type name

Approved as to Form:


School Board Attorney

SCHEDULED

REQUEST FOR APPROVAL (ID # 3953)

April 23, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Acceptance of Substantial Completion for Health Resources and Service Administration School Based Health Center (Building 12) as of January 7, 2013 at Gibbs High School, Project No. Z912

BACKGROUND:

The project architect has certified this project is substantially complete as of January 7, 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:

Rick Bevilacqua, Manager, Facilities Construction
Stephanie Adkinson, Principal, Gibbs High School
Alex Plisko, Plisko Architecture P.A.
Ron Cupler, Biltmore Construction Co., Inc.

SUBMITTED BY:

Michael Bessette, Associate Superintendent, Operational Services

Request for Approval (ID # 3953)

Meeting of April 23, 2013

ATTACHMENTS:

- Gibbs HS Health Center sub comp form.doc (PDF)

CERTIFICATE OF SUBSTANTIAL COMPLETION

AIA DOCUMENT G704

(Instructions on reverse side)

OWNER ☒
ARCHITECT ☒
CONTRACTOR ☒
FIELD ☐
OTHER ☐

10.13.a

PROJECT:

(Name and address)

Building Number 12 Gibbs High School
850 34th St. South

St. Petersburg, FL 33711

TO OWNER:

(Name and address)

Pinellas County School Board

Walter Pownall Service Center

11111 S. Belcher Rd.

Largo, FL 33773-5204

PROJECT NO.: PCSB #Z912

CONTRACT FOR:

CONTRACT DATE:

TO CONTRACTOR:

(Name and address)

Biltmore Construction Co., Inc.

1055 Ponce de Leon Blvd.

Belleair, FL 33756

DATE OF ISSUANCE: December 11, 2012

PROJECT OR DESIGNATED PORTION SHALL INCLUDE: Building Number 12

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 thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion thereof designated above is hereby established as

December 11, 2012

which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

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.

ARCHITECT Plisko Architecture P.A. BY Alex Plisko

12-18-12
DATE

The Contractor will complete or correct the Work on the list of items attached hereto within Thirty days from the above date of Substantial Completion.

CONTRACTOR Biltmore Construction Co., Inc.

BY

1/8/2013
DATE

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at 7:00 am (time) on 1/7/13 (date).

OWNER Pinellas County Schools BY Michael A. Grego, Ed.D.

DATE

The responsibilities of the Owner and the 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.)



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G704-1992

Stephanie Adkinson
Stephanie Adkinson, Principal

2/20/13
Date

Attachment: Gibbs HS Health Center sub comp form.doc (3953 : Substantial Completion - Health Center - Gibbs High)

SCHEDULED

REQUEST FOR APPROVAL (ID # 3954)

April 23, 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 No. 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 and Information Systems
Bonnie Jenks, Property Records Supervisor, Auditing & Property Records
Joe Zihala, Warehouse Coordinator

SUBMITTED BY:

Michael Bessette, Associate Superintendent, Operational Services

ATTACHMENTS:

- 4-23 Schools Surplus Property List - Auction (PDF)

Pinellas County Schools Surplus Property Sold at publicsurplus.com[illegible]

04/23/13 05:30 PM

Regular School Board Meeting301 Fourth Street SW
Largo, FL 33770***Pinellas County
Schools*****SCHEDULED****REQUEST FOR APPROVAL (ID # 3941)**

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

ATTACHMENTS:

- Bids 4/23/13 (PDF)

PURCHASING AGENDA SUMMARY

April 23, 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

<i>BID NUMBER</i>	<i>BID TITLE</i>	<i>BID CAT.</i>	<i>BID TERM</i>	<i>DESTINATION / REQUESTER</i>	<i>*FUND/ CC</i>	<i>**PROJECT /SUBPROJ</i>	<i>RECOMMENDED VENDOR</i>	<i>TOTAL \$ by VENDOR</i>	<i>TOTAL \$ of BID</i>	<i>COMMENTS</i>
13-968-175	Locker Blasting & Repainting	LRB	N/A	Joseph Carwise M/S Wayne LaFleur	0371/0531	3000/3038	Kimszal Contracting, Inc.	186,500.00	186,500.00	
13-968-177	Replacement of Chiller, Air Handler & Related Equipment	LRB	N/A	Clearwater H/S Bob Sprecher	0378/0711	3500/3001	Bentzel Mechanical, Inc.	173,900.00	173,900.00	
13-968-178	Drywall Repair & Skim coat, Repaint	LRB	N/A	Countryside H/S Wayne LaFleur	0371/0751	3000/3038	Jam 520, Inc.	116,780.00	116,780.00	
13-968-176	Intercom System Replacement	LRB	N/A	Highland Lakes E/S Andre Poulard	0373/1781	3500/3007	Integrated Systems of Florida, Inc.	64,499.00	64,499.00	
13-946- 236-PB	Construction Auditing Services	PB	3 yr.	Facilities & Operations Dept. Joe Maceda	Various	Various	Carr, Riggs, & Ingram, LLC	195,000.00	195,000.00 (estimate)	<i>Rationale:</i> Piggyback of Orange County Schools RFP contract # 1301017.

***Key to Fund Sources:**

00: General Operating 0150: Workforce Development 03XX: Capital 0410: Food Service 0420: Contracted Programs 043X: ARRA Stimulus

Key to Categorical Sources:

XX: Referendum Funds

313 agensum.doc)

Attachment: Bids 4/23/13 (3941 : Bids)

PURCHASING AGENDA SUMMARY

April 23, 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

<i>BID NUMBER</i>	<i>BID TITLE</i>	<i>BID CAT.</i>	<i>BID TERM</i>	<i>DESTINATION / REQUESTER</i>	<i>*FUND/ CC</i>	<i>**PROJECT /SUBPROJ</i>	<i>RECOMMENDED VENDOR</i>	<i>TOTAL \$ by VENDOR</i>	<i>TOTAL \$ of BID</i>	<i>COMMENTS</i>
13-485- 114-RB	Custodial Supplies	RB	11 mos.	Warehouse Dept. Joe Zihala	0100/5800		Buckeye Cleaning Center Dade Paper & Bag Company	Unknown	N/A	<i>Rationale:</i> The previous vendor awarded item #46 & #82 on March 12, 2013, has been terminated by the Building and Commercial Services Division of 3M Company as a Select Line Distributor for 3M Products effective February 7, 2013. Items being re- awarded to next lowest bidders.
13-863- 155-SC	Tires	SC	1 yr	Vehicle Maintenance Dept. Wade Hutchins	0100/5900		The Goodyear Tire and Rubber Company	215,000.00	215,000.00 (estimate)	<i>Rationale:</i> Utilizing State of Florida Contract 863- 000-10-1.

*Key to Fund Sources:

00: General Operating 0150: Workforce Development 03XX: Capital 0410: Food Service 0420: Contracted Programs 043X: ARRA Stimulus

Key to Categorical Sources:

XX: Referendum Funds

2013 agensum.doc)

Attachment: Bids 4/23/13 (3941 : Bids)

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

10.15.a**School Board Meeting of: April 23, 2013****Bid No:** 13-968-175**Bid Title:** Locker Blasting & Repainting**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:**

\$ 186,500.00

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
6-months

☐ Length of
Each Term
- year
☒ None*** Rationale/Reason**

☐ Reason for Submittal to Board Under Separate Cover:

Bidders Solicited: 434Bids Received: 1Late Bids: 0Rejected Bids: 0☐ N/A - Bids Not Required**Submitted By:** Linda M. Balcombe, CPPO, CPPB**Title:** Director, Purchasing Department**For:** Joseph Carwise Middle School**Requested By:** Michael Hewett**Title:** Director, Maintenance Department**Buyer:** Christine Roney***Recommended award by vendor as follows:)*****KIMSZAL CONTRACTING INC.**

Provide labor and materials to blast lockers and repaint them in accordance with plans and specifications.

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

10.15.a**School Board Meeting of: April 23, 2013****Bid No:** 13-968-177**Bid Title:** Replacement of Chiller, Air Handler & Related Equipment**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:** \$ 173,900.00

Contract Type:
☐ Estimated Dollar Amount
☒ Firm, Fixed Dollar Amount
☐ Firm, Fixed Unit Prices
☐ Firm, Fixed Fees or Discounts

Renewal Options:	No. of Terms Remaining	<input type="checkbox"/> Length of Each Term 6-months	<input type="checkbox"/> Length of Each Term - year	<input checked="" type="checkbox"/> None
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*** Rationale/Reason**

☐ Reason for Submittal to Board Under Separate Cover:

Bidders Solicited: 524 Bids Received: 7 Late Bids: 0 Rejected Bids: 0 ☐ N/A - Bids Not Required

Submitted By: Linda M. Balcombe, CPPO, CPPB
Title: Director, Purchasing Department

For: Clearwater High School

Requested By: Edward Ural
Title: Director, Facilities Planning, Design, and Construction

Buyer: Christine Roney***Recommended award by vendor as follows:*****BENTZEL MECHANICAL INC.**

Provide labor and materials to remove and replace chiller, air handler and accessories as per plans and specifications.

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

10.15.a**School Board Meeting of: April 23, 2013****Bid No:** 13-968-178**Bid Title:** Drywall Repair & Skim Coat, Repaint**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:**

\$ 116,780.00

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
6-months

☐ Length of
Each Term
- year
☒ None*** Rationale/Reason**

☐ Reason for Submittal to Board Under Separate Cover:

Bidders Solicited: 435Bids Received: 2Late Bids: 0Rejected Bids: 1☐ N/A - Bids Not Required**Submitted By:** Linda M. Balcombe, CPPO, CPPB**Title:** Director, Purchasing Department**For:** Countryside High School**Requested By:** Michael Hewett**Title:** Director, Maintenance Department**Buyer:** Christine Roney**Recommended award by vendor as follows:****JAM 520, INC.**

Provide labor and materials to repair drywall, skim coat walls, and repaint per plans and specifications.

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

10.15.a

School Board Meeting of: April 23, 2013**Bid No:** 13-968-176**Bid Title:** Intercom System 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:**

\$ 64,499.00

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
6-months

☐ Length of
Each Term
- year
☒ None*** Rationale/Reason**

☐ Reason for Submittal to Board Under Separate Cover:

Bidders Solicited: 420Bids Received: 3Late Bids: 0Rejected Bids: 0☐ N/A - Bids Not Required**Submitted By:**

Linda M. Balcombe, CPPO, CPPB

For:Highland Lakes 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:****INTEGRATED SYSTEMS OF FLORIDA, INC.**

Provide labor and materials to remove and replace the intercom system with a new zoned paging system as per plans and specifications.

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

10.15.a

School Board Meeting of: April 23, 2013**Bid No:** 13-946-236-PB**Bid Title:** Construction Auditing 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: 3/12/13 thru 3/11/16☐ N/A - One Time Purchase**Contract Value:** \$ 195,000.00

Contract Type: ☒ Estimated Dollar Amount ☐ Firm, Fixed Dollar Amount ☐ Firm, Fixed Unit Prices ☐ Firm, Fixed Fees or Discounts

Renewal Options:	No. of Terms Remaining	<input type="checkbox"/> Length of Each Term	<input checked="" type="checkbox"/> Length of Each Term	<input type="checkbox"/> None
	2	6-months	1 - year	

* **Rationale/Reason**☐ **Reason for Submittal to Board Under Separate Cover:**Piggyback of Orange County Schools RFP contract #1301017.Bidders Solicited: _____ Bids Received: _____ Late Bids: _____ Rejected Bids: _____ ☒ N/A - Bids Not Required**Submitted By:** Linda M. Balcombe, CPPO, CPPB**For:** Facilities & Operations Department**Title:** Director, Purchasing Department**Requested By:** Joseph Maceda**Buyer:** Christine Roney**Title:** Financial Reporting Analyst, Facilities & Operations Department**Recommended award by vendor as follows: (see attached)**

CARR RIGGS & INGRAM, LLC. (V-25940)

Provide labor, materials and equipment to review construction documents accrued during the construction of new/replacement elementary, middle and high schools and renovations to existing schools.

DESCRIPTION	PRICE
Provide Construction Auditing Services for New/Replacement Elementary Schools	\$ 4,800.00
Provide Construction Auditing Services for New/Replacement Middle Schools	\$ 7,800.00
Provide Construction Auditing Services for New/Replacement High Schools	\$ 8,600.00
Renovations and Additions to existing schools with construction cost between \$5 -10 million	\$ 4,800.00
Renovations and Additions to existing schools with construction cost between \$10 -15 million	\$ 6,000.00
Renovations and Additions to existing schools with construction cost between 51+ million	\$ 8,800.00

Additional Services:

The District may request the use of the firm's staff to provide additional services. Therefore, firms should propose a comprehensive hourly rate for each type of staff, using the generic guide shown. The firm may propose a separate schedule for each type of additional service offered by the firm. It is expected that the District would authorize additional services in advance, in writing, on an individual basis. The District would jointly determine with the firm a not-to exceed price for each project, using the contractually established rates.

- Paraprofessional @ \$ 65.00/hr.
- Junior Account @ \$ 100.00/hr.
- Senior Account @ \$ 140.00/hr.
- Manager @ \$ 200.00/hr.
- Partner @ \$ 280.00/hr.

Attachment: Bids 4/23/13 (3941 : Bids)

PURCHASING AGENDA ITEM**10.15.a**

School Board of Pinellas County, Florida

School Board Meeting of: April 23, 2013**Bid No:** 13-485-114-RB**Bid Title:** Custodial Supplies**Original Bid No:** 13-485-114

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: 4/24/13 thru 3/14/14☐ 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	<input type="checkbox"/> Length of Each Term 6-months	<input type="checkbox"/> Length of Each Term - year	<input checked="" type="checkbox"/> None

*** Rationale/Reason**

The previous vendor awarded item #46 & #82 on March 12, 2013, has been terminated by the Building and Commercial Services Division of 3M Company as a Select Line Distributer for 3M Products effective February 7, 2013. Items being re-awarded to the next lowest bidders.

☐ 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
Title: Director, Purchasing Department

For: Warehouse Department

Requested By: Douglas A. Abbott
Title: General Manager Operations, WPSC
Requested By: Joe Zihala
Title: Warehouse Coordinator, WPSC

Buyer: Jena Grage**Recommended award by vendor as follows: (see attached)**

Provide and deliver custodial supplies with firm pricing for the contract period.

Previous Award:

ITEM NO.	ITEM	TERMS ITEM NO.	BRAND AND PART NO.	QTY (est.)	UOM	Pack Size	UNIT PRICE	Special I.D/QT#	VENDOR
46	<u>DOODLEBUG, SURFACE PREP PAD</u> - Rectangular, maroon 4" x 10", 20 pads/case.	48531616	3M #7000502568-2	1 or more	cases	20/cs.	37.80 cs.	13-485-114 (PinellasCoSB)	Pyramid School Products V-1824
82	<u>PAD, SURFACE PREP</u> - Round, maroon, 20", 10 pads/case.	TBD	3M #29592	1 or more	cases	10/cs.	72.90 cs.	13-485-114 (PinellasCoSB)	Pyramid School Products V-1824

Revised Award:

ITEM NO.	ITEM	TERMS ITEM NO.	BRAND AND PART NO.	QTY (est.)	UOM	Pack Size	UNIT PRICE	Special I.D/QT#	VENDOR
46	<u>DOODLEBUG, SURFACE PREP PAD</u> - Rectangular, maroon 4-5/8" x 10", 20 pads/case.	48531616	3M #7000502568-2 / #3M25529-20	1 or more	cases	20/cs.	38.60 cs.		Buckeye Cleaning Center V-18587
82	<u>PAD, SURFACE PREP</u> - Round, maroon, 20", 10 pads/case.	TBD	3M #29592 / #48011295923	1 or more	cases	10/cs.	73.96 cs.		Dade Paper & Bag Company V-574

School Board Meeting of: **April 23, 2013****Bid No:** 13-863-155-SC**Bid Title:** Tires**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: 5/1/13 thru 4/30/14☐ N/A - One Time Purchase**Contract Value:** \$ 215,000.00

Contract Type: ☒ Estimated Dollar Amount ☐ Firm, Fixed Dollar Amount ☒ Firm, Fixed Unit Prices ☐ Firm, Fixed Fees or Discounts

Renewal Options:	No. of Terms Remaining	<input type="checkbox"/> Length of Each Term 6-months	<input checked="" type="checkbox"/> Length of Each Term 1 - year	<input type="checkbox"/> None
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*** Rationale/Reason**

Utilizing State of Florida contract No. 863-000-10-1.

☐ Reason for Submittal to Board Under Separate Cover:

Bidders Solicited: _____ Bids Received: _____ Late Bids: _____ Rejected Bids: _____ ☒ N/A - Bids Not Required

Submitted By: Linda M. Balcombe, CPPO, CPPB **For:** Vehicle Maintenance Department
Title: Director, Purchasing Department

Requested By: Wade Hutchins **Buyer:** Nick Sparta
Title: Supervisor, Vehicle Maintenance Department

Recommended award by vendor as follows:**THE GOODYEAR TIRE & RUBBER COMPANY**

Provide and deliver new Goodyear tires and tubes on an as needed basis, county wide, in accordance with State of Florida Term Contract No. 863-000-10-1 specifications and pricing for the contract period. Orders are placed through Authorized Dealers listed on the contract, not through The Goodyear Tire & Rubber Company directly.

04/23/13 05:30 PM

Regular School Board Meeting301 Fourth Street SW
Largo, FL 33770**Pinellas County
Schools****SCHEDULED****REQUEST FOR APPROVAL (ID # 3946)**

April 23, 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)

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

04/23/13 05:30 PM

Regular School Board Meeting301 Fourth Street SW
Largo, FL 33770**Pinellas County
Schools****SCHEDULED****REQUEST FOR APPROVAL (ID # 3948)**

April 23, 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 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 (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.

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 Kagan
School Board Attorney

Schedule "A"**THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA****Parcel Number:****25-31-16-84492-000-0010**

SCHEDULED

REQUEST FOR APPROVAL (ID # 3949)

April 23, 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

Request for Approval (ID # 3949)

Meeting of April 23, 2013

ATTACHMENTS:

- UPA Sales Agt (PDF)

AGREEMENT FOR PURCHASE OF PROPERTY

THIS AGREEMENT made and entered into the 12 day of April, 2013 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 23, 2013. If a charter contract is not approved by PCSB on or before April 23, 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 23, 2013. Closing will occur within ten (10) days thereafter, or before May 3, 2013.

4. **TIME FOR ACCEPTANCE/EFFECTIVE DATE:** If this Contract is not executed by the **Seller** on or before April 24, 2013 and by the **Buyer** on or before April 16, 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 May 3, 2013, unless otherwise extended in writing by **Buyer** and **Seller** or their representative. The **Buyer** may extend the closing for up to thirty (30) days by giving written notice to the **Seller**.

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 26, 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.

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.

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 for any reason other than due to **Seller's** inability to convey marketable title, within the time specified, **Seller's** sole remedy is the retention of the \$10,000 deposit as provided in Paragraph 2. 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 be 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. The person executing this Agreement on behalf of each party is duly authorized by the party to execute this Agreement and any other agreements, documents or instruments deemed reasonable or necessary to consummate the transaction described herein.

32. **ASSIGNMENTS:** **Buyer** may assign its rights under this contract to any affiliated entity **Buyer**, in its sole discretion, deems necessary or appropriate to satisfy its legal and financial circumstances. For purposes of this provision, any entity affiliated with or funded by the Canyon-Agassi Charter School Facilities Fund, L.P. (C/A), or by any affiliate of C/A, is deemed to be an affiliate of the **Buyer** and is allowed to receive and accept an assignment of this Contract.

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:

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.

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

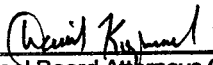
WITNESS: _____
Witness

By: _____
Chairperson

Print Name: _____

Print Name: _____

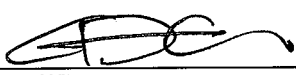
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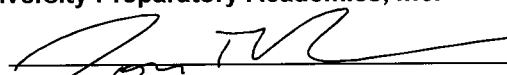

School Board Attorneys Office

Date: _____

BUYER

University Preparatory Academies, Inc.

WITNESS: 
Witness

By: 
Chairman

Print Name: ANT DISTEFANO

Print Name: Tom Rogers, Chairman

WITNESS: 
Witness

Date: 04/12/2013

Print Name: Scott Szritker

Attachment: UPA Sales Agt (3949 : Agreement - University Preparatory /Sale of Southside Fund.)

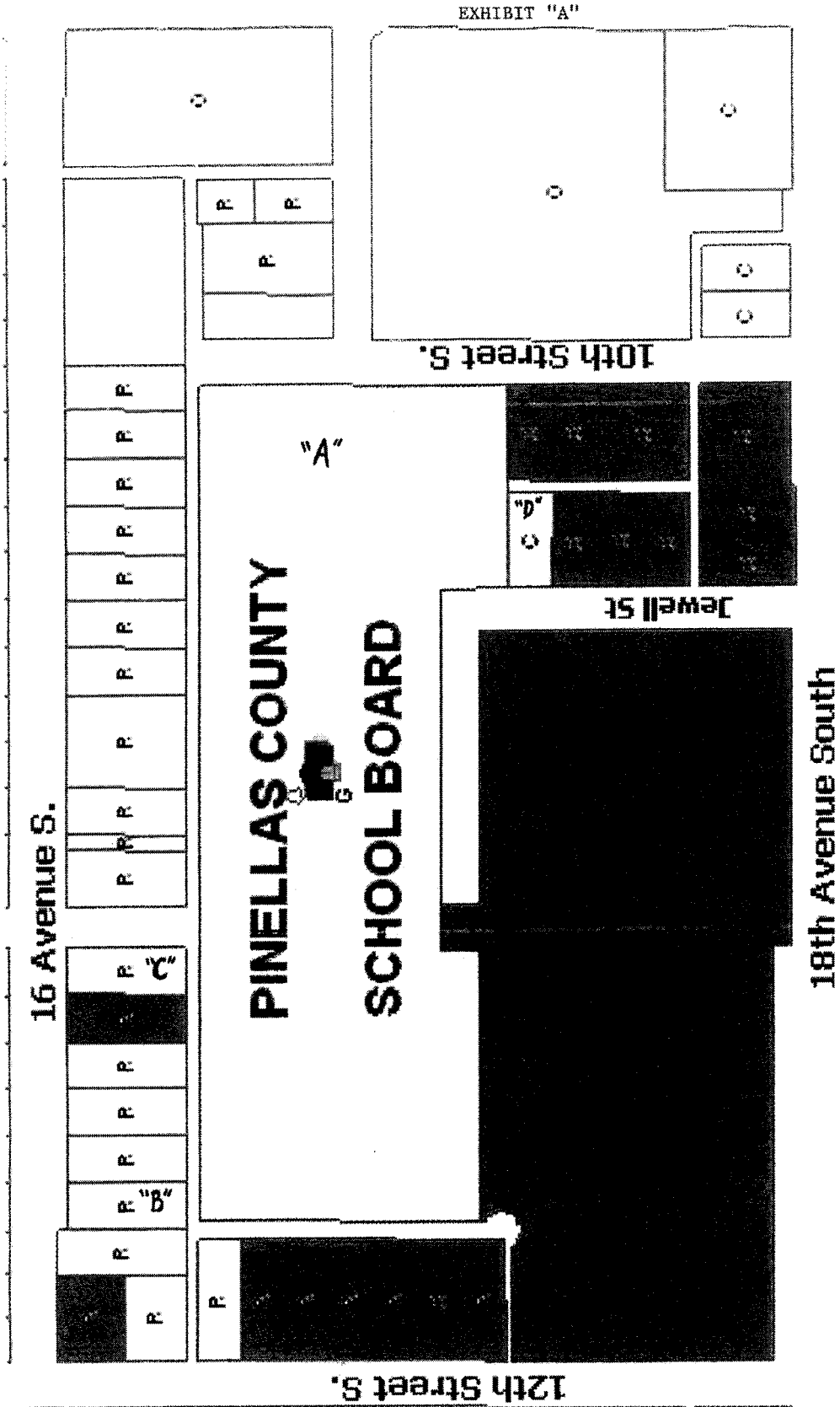


Exhibit A – Page 1

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.

SCHEDULED

REQUEST FOR APPROVAL (ID # 3955)

April 23, 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.
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:

- Charter School - University Preparatory (PDF)
- Appendix II- Application Clarification - University Preparatory (PDF)
- University Preparatory - 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 23, 2013

CHARTER SCHOOL AGREEMENT

University Preparatory Academies, Inc.

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APPENDIX

- I Charter School Application (August 1, 2012)
- II Application Clarification

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.

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;

- (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

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.

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;

- (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

- 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

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

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;

- 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.

- 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.

- 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

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.

- 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

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.

- 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.

- 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,

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

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

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

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 and 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

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.

- 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.

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 (10th) 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 15th. 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

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

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

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

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

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

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:

- 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

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 an 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

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.

- 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 of 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.

- 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

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

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.

- 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

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

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 4 th Street S.W., Largo, Florida 33779-2942 |
- 8.11 **Legal Representation:** The parties acknowledge that each has been offered the opportunity to be represented by legal counsel in connection with the negotiation and execution of this Agreement and each is satisfied with the legal representation received.
- 8.12 **Law, Rule or Regulation as Amended:** Whenever reference is made to a statutory law, rule or regulation herein, such reference shall mean such law, title or regulation as it may be from time to time amended.
- 8.13 **Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one Agreement.
- 8.14 **Authorization:** Each of the persons executing this Agreement has the full power and authority to execute the Agreement on behalf of the party for whom he or she signs.

- 8.15 **Other:** The School acknowledges and agrees that it shall abide by and be bound by, to the same extent as the Sponsor, any and all court orders relating to desegregation in the Sponsor's district.

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:Sponsor:

BOARD OF DIRECTORS OF UNIVERSITY
PREPARATORY ACADEMIES, INC.

THE SCHOOL BOARD OF PINELLAS
COUNTY, FLORIDA

By: [Signature]

By: _____

Chairperson

Its: Chairperson

Attest: [Signature]

Attest: _____

Superintendent

By its: Founder / Board Representative

Approved as to Form:

[Signature]
Office of School Board Attorney

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/ccs.asp>.

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.

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

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.

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

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

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.

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
<input type="checkbox"/>	<input checked="" type="checkbox"/>

Name of Person Completing Assessment: Dot Clark Date: 11/13/12

Title: Coordinator of Partnership Schools

Signature: _____

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
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Strengths	Reference
<ul style="list-style-type: none"> • The school's mission and core philosophy are well defined. The mission of University Preparatory Academy-Pinellas is to 	Page 5

provide students with the academic, leadership and social skills that will enable them to attend and graduate from an institution of higher education. <ul style="list-style-type: none"> The school will focus on improving student learning through: <ul style="list-style-type: none"> ➤ 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
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Strengths <ul style="list-style-type: none"> 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. 	Reference
--	------------------

	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20
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
<ul style="list-style-type: none"> It is unclear if the school is open to all eligible students residing in the targeted area. <ul style="list-style-type: none"> 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;

- 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
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Strengths	Reference
<ul style="list-style-type: none"> • The educational program design is based on effective, research-based educational practices, teaching methods and high standards for student learning; <ul style="list-style-type: none"> ➤ 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:

Concerns and Additional Questions	Reference
<ul style="list-style-type: none"> • 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. 	
<p>These issues will be resolved before a charter is finalized</p>	

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
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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
<ul style="list-style-type: none"> • The student information system was not identified. This issue will be resolved before a charter is finalized. 	Page 96

6. Exceptional Students

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
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Strengths	Reference
<ul style="list-style-type: none"> • The applicant provides a clear description for some of the levels of service the school will provide to students with disabilities. <ul style="list-style-type: none"> • 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
<ul style="list-style-type: none"> • The applicant does not provide a clear description for some of the levels of service the school will provide to students with disabilities. <ul style="list-style-type: none"> ➤ 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. 	<p>Pages 101, 127</p> <p>Page 102</p>

<ul style="list-style-type: none"> ➤ 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. <ul style="list-style-type: none"> ○ 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. <p>These issues will be resolved before a charter is finalized.</p>	Page 98
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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
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Strengths	Reference
<ul style="list-style-type: none"> • The applicant demonstrates understanding of some state and federal requirements regarding the education of English language learner students. <ul style="list-style-type: none"> • Meets requirements for: <ul style="list-style-type: none"> ○ Identification, Eligibility, and Programmatic Assessment ○ Extension of Services in English for Speakers of Other Languages (ESOL) Program ○ Accommodations of the Statewide Assessment Program Instruments and Procedures for ELLs 	

Concerns and Additional Questions	Reference
<ul style="list-style-type: none"> The applicant does not demonstrate a complete understanding of some state and federal requirements regarding the education of English language learner students. <ul style="list-style-type: none"> Does not address the following: <ul style="list-style-type: none"> 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. <p>These issues will be resolved before a charter is finalized.</p>	
<ul style="list-style-type: none"> The applicant demonstrates capacity to meet the school's obligations under state and federal law regarding the education of English language learner students. <ul style="list-style-type: none"> Meets requirements for: <ul style="list-style-type: none"> 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
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Strengths	Reference
<ul style="list-style-type: none"> • 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
<ul style="list-style-type: none"> • The Code of Conduct is in draft stages. <ul style="list-style-type: none"> ➤ 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. <p>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.</p>	<p>Page 150</p> <p>Appendix Page 291</p> <p>Page 150</p> <p>Appendix Page 291</p>

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.

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
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Strengths	Reference
<p>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.</p> <p>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</p>	<p>Pages 117-124</p>

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
<p>The not for profit organization does not yet have its legal status.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>	

<p>The Governing Board is responsible for the school-based policies and creating budget.</p> <p>The initial three members of the School Board of Directors will be approved by the University Prep Governing Board.</p> <p>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.</p>	
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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
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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.	Pages 125-129
The recruitment plans for selecting a principal are acceptable.	

Concerns and Additional Questions	Reference
Clarification is needed as to the delineation of roles of the governing board and local board of directors.	

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
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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:

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- 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
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

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
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Strengths	Reference
<p>The targeted area for students is the area between Fairmount Park, Sanderlin and Melrose Elementary Schools. Zip codes of this area are included.</p> <p>The applicant is working with Building Hope, a not for profit foundation that supports the growth of quality charter schools. It provides financing and other business services related to building and financing charter schools.</p> <p>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.</p> <p>The Learning Village representatives met with staff and indicated that it would like to consider the vacant Southside Fundamental School as a site for the school. It has had communication with the</p>	Pages 145-147

<p>applicant.</p> <p>The applicant must have a site chosen as part of the charter contract negotiations, but does not need this to have an application approved.</p> <p>The backup plan is to possibly ask for a planning year.</p> <p>It plans to meet Florida's class size legislation.</p>	
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Concerns and Additional Questions	Reference
<p>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.</p> <p>This area need clarification as the site will be determined in the charter contract if the application is approved.</p>	

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
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<p>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.</p>	<p>Reference Page 149</p>

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
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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.

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

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
<input checked="" type="checkbox"/>		<input type="checkbox"/>

Strengths	Reference
The applicant has provided a time frame for the school start up.	Pages 167-168

Concerns and Additional Questions	Reference