

Pinellas County Schools

Regular School Board Meeting

Tuesday, May, 7, 2013 10:30 AM
School Administration Building

301 Fourth Street SW
Largo, FL 33770
<https://www.pcsb.org>



Vision:
100% Student Success

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

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

Agenda

I. Amendments to the Agenda

II. Invocation

- 1. Lieutenant Colonel Tom Jones, Salvation Army Church, 1625 N. Belcher Rd., Clearwater, 33765***

III. Pledge of Allegiance

A. National Anthem

- B. Video: Using Their Imaginations: How PCS Elementary Students Are Learning Reading Comprehension from a Talking Dog***

IV. Introduction of Professional and Community Organization Reps

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

V. Presentation by Student Rights and Responsibilities

- A. Seminole High School***

VI. Public Comments on Agenda Items

VII. Adoption of Agenda

VIII. Special Order Agenda**IX. Unfinished Business****X. Consent**

1. Approval of Minutes: to Approve the Minutes of the Regular Meeting of April 23, 2013;
And, the Workshop/Joint Meeting of April 16, 2013 7
 - Regular Meeting 4-23-13 (PDF)
 - w Jt Meeting JWB, BCC 13Apr16 (PDF)
2. Request Approval of Personnel Recommendations 23
 - May 7 FINAL HR Board Agenda Sets A & B (PDF) 47
3. Request Approval of the Following Special Projects:
 - A Title I, Part D neg and del 050713 (PDF)
 - B Lindamood-Bell amendment 050713 (PDF)
4. Request Approval of Agreement Between the School Board of Pinellas County, Florida,
and the School Board of Seminole County, Florida 53
 - Agreement with Seminole County (PDF)
5. Request Approval of Amendment to Agreement Between St. Petersburg College Board
of Trustees And the School Board of Pinellas County 62
 - Consent - SPC Campbell Park Amendment (PDF)
 - Consent - SPC Campbell Park Agreement (1-29-13) (PDF)
6. Request Approval of the State of Florida Voluntary Prekindergarten Education Program
Statewide Provider Agreement 68
 - Consent - VPK Agreement (PDF)
7. Request Approval of the Health Agreement Between Westminster Suncoast And the
School Board of Pinellas County 80
 - Consent - Westminster SunCoast Agreement (PDF)
8. Request Approval of Lease Agreement with WorkNet Pinellas Inc., and the School
Board of Pinellas County 86
 - Consent - WorkNet Lease Renewal (PDF)
9. Request Approval of the Agreement with ACT, Inc., Permitting the Use of School Board
Facilities as Testing Sites 97
 - ACT Agreement (PDF)
10. Request Approval of the Renewal of the Agreement with Brookwood Florida Central,
Inc. for the Board to Prepare and Paint a Block Wall Between Brookwood Florida
Central, Inc., and Campbell Park Elementary School 103
 - Brookwood Agr (PDF)
11. Request Approval of the Renewal of the Agreement with Special Olympics Florida -
Pinellas County Permitting the Use of School Board Facilities 110
 - Special Olympics (PDF)
12. Report to the School Board of Facility Leases, Joint-Use Activities, and Other
Community Uses Processed by the Real Estate Department During the Third Fiscal
Quarter 2012/2013 116

- FacilityUseSpreadsheet.3rdQtr.2012-13 (PDF)
- 13. Request Approval of Amendment No. 2 to Agreement with Creative Contractors, Inc. for the Addition of \$1,748,272 Resulting in a Guaranteed Maximum Price (GMP) of \$4,328,479 in Connection with the Renovations of Windows, Storefront, Exterior Doors and Roofing for Building 1, and Painting of Campus at Osceola Fundamental High School, Project No. 9049 137
 - Osceola Fund HS GMP Amendment 2 to AGREEMENT (PDF)
- 14. Request Approval of Amendment No. 1 to Agreement with Renker Eich Parks Architects, Inc. for Architectural and Contract Administration Services in Connection with Pre-School Children's Center in the Amount of \$12,000 Resulting in a Total Project Architect/Engineer (PA/E) Fee of \$159,870 at PTEC St. Petersburg Campus, Project No. 4507 142
 - pTECH St. Pete PAE AMENDMENT (PDF)
- 15. Third Quarter Submittal of Change Order Summaries 147
 - Copy of SBA-MAINTENANCE CO Summary 3rd Quarter Fiscal 2012-2013 (PDF)
- 16. Request Approval of Selling the District's Surplus and Obsolete Equipment on the PublicSurplus.Com Internet Auction Site 149
 - May 7th Auction Items doc (PDF)
- 17. Request Approval of Bids to Vendors at Prices in Bid Documents in Accordance with Bid Policies and Statutes 152
 - Bids May 7, 2013 (PDF)
- XI. Nonconsent**
 - 1. Request Approval of Amendment to Charter School Contract for Discovery Academy of Science Charter School to Change Location of School 220
 - Discovery Academy of Science amendment 050713 (PDF)
 - 2. Request Approval of the Five-Year Charter School Agreement for Plato Academy K-8 Charter School 223
 - Plato Academy K-8 charter amendment 050713 (PDF)
 - Appendix II - Plato Application Clarifications 050713 (PDF)
- XII. New Business**
 - A. Items Introduced by Superintendent**
 - B. Items Introduced by School Board Attorney**
 - C. Items Introduced by the Board**
 - D. Review of Board Requests**

E. School Board Meeting Evaluation**XIII. Adjournment**

- 1. The above listed recommendations to the School Board of Pinellas County are submitted for consideration and approval at the meeting of May 7, 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

05/07/13 10:30 AM
Regular School Board Meeting

301 Fourth Street SW
Largo, FL 33770



SCHEDULED

REQUEST FOR APPROVAL (ID # 3961)

ATTACHMENTS:

- Regular Meeting 4-23-13 (PDF)
- w Jt Meeting JWB, BCC 13Apr16 (PDF)

Regular School Board Meeting

Tuesday, April, 23, 2013 5:00 PM

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. Jason Wood

Mr. Wood, Physical Education Teacher at Lakeview Fundamental and President of the Pinellas County Health Education and Driver's Education Association, addressed the Board to speak against the proposed changes in the staffing model for physical education instruction that will increase the student/teacher ratio.

2. Angela Carapella

Ms. Carapella, Vice President of the Pinellas County Health Education and Driver's Education Association, addressed the Board to speak against the proposed changes in the staffing model for physical education instruction that will increase the student/teacher ratio.

3. Susan Fisher

Ms. Fisher addressed the Board to say that her position has been cut and to speak against the proposed changes in the staffing model for physical education instruction.

4. Linda S. Fairman

Ms. Fairman addressed the Board to speak against the proposed move to block scheduling at Cross Bayou Elementary School resulting in a change to their staffing model for physical education.

5. Colleen Parker

Ms. Parker addressed the Board to say that one size does not fit all and to request that staffing be determined on the enrollment of the individual school.

6. Lenore Faulkner

Ms. Faulkner addressed the Board to say that she is the activist for a world class career and technology school at Pinellas Park Middle School; and, to share some information pertaining to her bout with cancer. Ms. Faulkner presented Dr. Grego with some written materials and requested that he investigate the information contained within those items.

7. Brandt Robinson

Mr. Robinson stated that he is speaking on behalf of his colleagues to share that their morale is low like never before. Mr. Robinson shared five points with the Board that he feels are

Attachment: Regular Meeting 4-23-13 (3961 : Approval of Minutes)

important for them to remember: 1) The principal has to be the instructional leader of the school; 2) A system of ongoing site-based professional development needs to be developed and implemented, based on the needs of the school; 3) A new walk-through model should be designed and started early in the year; 4) Attendance issues of students needs to be addressed and the exam exemption needs to be eliminated; and, 5) Sufficient planning time needs to be provided for teachers.

8. Steve Fay

Mr. Fay addressed the Board to speak against the proposed changes in the staffing model for physical education instruction that will increase the student/teacher ratio; and, shared that Physical Education Teachers may be facing student/teacher ratios of 35:1, not a good model especially for ESE students.

9. Glad McCurtain

Ms. McCurtain, FAST, addressed the Board to say that members of FAST were encouraged after their recent meeting with Dr. Grego and value the initiatives he is taking on behalf of students. Pastor McCurtain stated that FAST members were disappointed that he did not accept the offer from NIFDI to implement their program in this district. Pastor McCurtain requested that FAST be sent information on programs that Dr. Grego has implemented in the struggling schools to assist students.

10. Jason Taylor

Mr. Taylor addressed the Board to share that, as a parent, he has experienced difficulty in getting information from his child's school regarding testing. Mr. Taylor also expressed concern that if a child does not do well on a test, they will be steered away from college; and every student should have the opportunity to go to college.

11. Johanna Moseley

Ms. Moseley addressed the Board to request that they review the policies related to magnet and academy programs that result in those programs being isolated from the regular school population, thus making it difficult for students to achieve a high class ranking in such small program populations.

12. Joanne Lentino

Ms. Lentino addressed the Board to ask how they will address the behavior of students who are not receiving the support from home that they need. Ms. Lentino stated that the district needs to address the behavior issues that come through the classroom door, otherwise teachers will not be able to teach.

There were no additional presentations from the audience; and, this session ended at 5:36 p.m.

Regular School Board Meeting

Tuesday, April, 23, 2013 5:30 PM

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 5:30 PM on April 23, 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 4-23-13 (3961 : Approval of Minutes)

II. Amendments to the Agenda

Dr. Grego requested that the following item be removed from the agenda:

Consent Item #12

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

Dr. Grego stated that this will be brought back at a subsequent meeting.

III. Invocation

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

The Invocation was delivered by Rev. Janamanchi.

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 choral and orchestra teachers performing the National Anthem.

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

A video was shown highlighting the students from Richard L. Sanders who are involved in the School Eagle Landscaping Program and worked on the landscaping project at the Discovery Room annex.

V. Introduction of Professional and Community Organization Reps

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

Ms. Marquez Parra introduced the following individuals: Nelly Henjes, PESPA; Kimberly Black, PCTA; Bruce Proud, PCTA/PESPA; Richard McDonald, SEIU/Florida Public Services Union; Linda Crawley, Pinellas Arts for a Complete Education Coalition; Glad McCurtis and Charles Montana, FAST; Lisa Gartner, The Tampa Bay Times; and, Anastasia Dawson, Tampa Tribune.

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

VI. Presentation by Student Rights and Responsibilities

A. ***Dunedin High School***

John Noun, Arleena Rupnaraine and Nicholas Surrat, Students Rights and Responsibilities representatives from Dunedin 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 individual addressed the Board to offer his comments on an agenda item:

1. Chris Tauchnitz

Consent Item #4 - Request Approval to Revise and/or Create the Following Job Descriptions, Which will be Effective April 24, 2013

Mr. Tauchnitz addressed the Board to voice his objection to the creation of the position of Deputy Superintendent, saying that the FADSS (Florida Association of District School Superintendents) report recommended that this position not be included in the organization of the district.

VIII. Adoption of Agenda

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

IX. Special Order Agenda

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

Dr. Valerie Brimm, Director of Family and Community Involvement, stated that this recognition is sponsored by the Chairman and CEO of Ditek; and, that these Young Heroes will be honored at a breakfast this coming Thursday. Dr. Brimm introduced the Young Hero recipients for the second semester of the 2012/13 school year, as follows:

Ishan Mandani

Curley "CJ" Jones

Kathleen Brunner

These students were each presented with a plaque in recognition of this designation and greeted by the School Board Members.

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

Mr. Bill Lawrence, Associate Superintendent for Teaching & Learning, introduced Aadith Moorthy who achieved a perfect score of 2400 the SAT this year, the only Pinellas student of over 2100 juniors and seniors to take the SAT this year. Aadith was presented with a plaque in recognition of his achievement and greeted by the School Board Members.

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

Mr. Bill Lawrence, stepping in for Linda Whitley, introduced Ms. Linda Smith, President, Pinellas Council for Social Studies. Ms. Smith presented the following teachers as this year's district winners:

Jennifer McCafferty, Marjorie Kinnan Rawlings Elementary School

Teresa Bergstrom, Dunedin Highland Middle School

Richard Cross, Pinellas Park High School's Criminal Justice Academy

Ms. McCafferty, Ms. Bergstrom and Mr. Cross were greeted and congratulated by the School Board Members.

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

Ms. Lisa Grant introduced Mr. Tom Topping, Instructional Staff Developer, who introduced the following honorees:

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 (not present)

Debra Maccini, Kindergarten Teacher at Douglas L. Jamerson Elementary School (not present)

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

The educators, accompanied by their principals, were greeted and congratulated by the School Board Members.

X. Unfinished Business

1. Public Hearing to Consider the Amendment to Policy 7300 – PROPERTY CUSTODIANSHIP AND INSURANCE (This is the Second Reading.)

Mr. Koperski provided a brief explanation regarding the proposed Amendment to Policy 7300. This is the second reading.

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

XI. Consent

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

1. Approval of Minutes: to Approve the Minutes of the Regular Meeting of April 9, 2013; And, the Workshop of April 2, 2013
Approved, as submitted.
2. Request Approval of Personnel Recommendations
Approved, as submitted.
(Copy to be found in Supplemental Minute Book #149.)
3. Request Approval to Revise And/Or Create the Following Job Descriptions, Which Will be Effective July 1, 2012
Approved, as follows:
 - 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)
4. Request Approval to Revise And/Or Create the Following Job Descriptions, Which Will be Effective April 24, 2013
Approved, as follows:
 - 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)
5. Request Approval of the Following Special Projects:
Approved, as follows:
 - 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
 (Copy/copies to be found in Supplemental Minute Book #149.)
6. Request Approval of Budget Amendment No. 6 (February 2013) to the District's 2012/13 Budget
Approved, as submitted.

7. Request Approval of the Financial Statements for the Month Ending February 28, 2013 for Fiscal Year 2012/13
Approved, as submitted.
8. 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
Approved, as submitted.
(Copy to be found in Supplemental Minute Book #149.)
9. 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
Approved, as submitted.
(Copy to be found in Supplemental Minute Book #149.)
10. 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
Approved, as submitted.
(Copy to be found in Supplemental Minute Book #149.)
11. Request Approval of an Amendment to Renew the Joint-Use-Of-Facilities Agreement with Pinellas County
Approved, as submitted.
(Copy to be found in Supplemental Minute Book #149.)
12. 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
This item was removed from the agenda by Dr. Grego during III. Amendments to the Agenda.
13. 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
Approved, as submitted.
(Copy to be found in Supplemental Minute Book #149.)
14. Request Approval of Selling the District's Surplus and Obsolete Equipment on the PublicSurplus.Com Internet Auction Site
Approved, as submitted.
15. 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 #149.)

XII. Nonconsent

1. Request Approval to Acknowledge and Accept the Change of Condition for Three Rooms at Southside Fundamental Middle School (112)

Dr. Grego and Mr. Koperski presented a brief overview of this item, as well as of Items #2, #3 and #4, that were removed from the last Board agenda.

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 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.

(Copy to be found in Supplemental Minute Book #149.)

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

3. 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.

(Copy to be found in Supplemental Minute Book #149.)

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

4. 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

(Copy to be found in Supplemental Minute Book #149.)

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

XIII. New Business

A. *Items Introduced by Superintendent*

Dr. Grego's report included the following:

- 1) Announced that the district has received official notification that Largo High School's International Baccalaureate program has received authorization from the International Baccalaureate Organization. Dr. Grego applauded the School Board for their foresight in seeing the need for a third IB program in this district.
- 2) Congratulated St. Petersburg High School's Ethics Bowl team for winning the 2013 National Championship at the first National High School Ethics Bowl held at the University of North Carolina in Chapel Hill, N.C.
- 3) Shared that the Pinellas County Academic Team won First Place at the Commissioner's Academic Challenge held in Orlando. Dr. Grego stated that these students will be brought to the Board for recognition at their next Student Recognition events, scheduled for May 14th.
- 4) Shared that he has received numerous emails from parents complimenting the Tarpon Springs High School leadership regarding the great concert held this past Saturday. Dr. Grego stated that he will be sharing those comments with the Board and extended kudos to those at Tarpon Springs High School.
- 5) Announced that Mr. Chris Ateek, Principal at Madeira Beach Fundamental School, was named the 2013 Boss of the Year; and, that Mary Ann Smith, Purchasing Department, was named Member of the Year at the recent PAEOP dinner.
- 6) Shared that he attended a meeting scheduled by Governor Scott to reach out to superintendents. Dr. Grego stated that he will share the highlights of that meeting with the Board during the next workshop.
- 7) Shared that he participated in another good parent cadre meeting at Countryside High School.
- 8) Shared the many events that he will be attending this week.
- 9) Thanked all of our teachers, principals, support staff and School Board for allowing schools to focus on the testing this past week.
- 10) Stated that tomorrow is Administrative Assistant and Support Staff Day; and, thanked them all for their service.

B. *Items Introduced by School Board Attorney*

Mr. Koperski stated he had no report.

C. *Items Introduced by the Board*

Ms. Flowers - 1) Announced that Xavier Williams, a former Gibbs High School student, has been inducted into the University of Florida Hall of Fame. 2) Thanked those staff members who attended the NAACP Education Committee meeting. Ms. Flowers shared that this committee wants to know what they can do to help students; and, that the principals from Campbell Park and Melrose elementary schools responded with opportunities that are available. Ms. Flowers also thanked Ms. Charlene Einsel and Dr. Valerie Brimm for attending this meeting and share information. 3) Thanked the restaurants in the area that provided free breakfasts to students during the week of FCAT testing. 4) Thanked Mrs. Beaty for her duties as Administrative Assistant to the School Board.

Mrs. Wikle - 1) Shared that she felt an emotional link to each of the recognitions at tonight's meeting which made it special to be a Board Member. Mrs. Wikle thanked the staff who put these recognitions together.

Mrs. Krassner - 1) Shared that we are fortunate to have many who have retired from the district who continually return to work hard at such events as the recent Academic Team Challenge. Ms. Krassner stated that the names of those volunteers have been placed on our newsroom page. 2) Stated that she has tremendous confidence in Dr. Grego's leadership and decisions; and, that it is important that the confidence must remain, even in the tough decisions.

Ms. Clark - 1) Shared that the PRIDE Awards event was great and extended kudos to Ditek for sponsoring this event. 2) Stated that the National Anthem played at the beginning of the Board meetings have been repeat performances by a few groups; and, requested that some new performances be taped for the Board meetings.

Mrs. Lerner - 1) Stated that she, at an earlier meeting, had requested that the comments that were submitted by employees during the climate survey be included with the results posted on the website. Mrs. Lerner expressed her concern that those comments were still not available on the web. 2) Stated that the Board Members had received a very detailed letter regarding the class ranking concern. Mrs. Lerner requested that this concern be reviewed by staff. 3) Stated that we have had many wonderful musical performances. Mrs. Lerner requested that links to those performances be placed on our web page and that these events be publicized. Dr. Grego stated that these events will be aired on our television station. Mrs. Lerner agreed and especially the upcoming event, Walker's Rising Stars. 4) Stated that she had only submitted one question regarding today's agenda, Consent Item #5 - Special Project A. AmeriCorps Program Grant Application. Mrs. Lerner stated that she would like to see the benefits of this program expanded to more than the three elementary schools presently involved. 5) Stated that the Board had a great meeting with JWB and the Board of County Commissioners during which a discussion took place as to how we can better focus on healthcare in this county. Mrs. Lerner stated that the Board has received a proclamation from County Commissioner Ken Welch; that the Board, during that discussion, did not provide Dr. Grego with a firm direction regarding the proposed proclamation; and, that she has since spoken with Mr. Koperski regarding an appropriate process. Mrs. Lerner, rather than requesting that the Board take official action on this item, encouraged individual Board Members to send a letter and the proclamation to the President of the Senate and to the Speaker of the House to say that, as an individual, they support this proclamation. Mrs. Lerner stressed the importance of our state taking the \$50M, rather than leaving it on the table.

Mrs. O'Shea - 1) Stated that the latest news regarding the Medicaid issue is that the Legislators will not address it this session, but leave it status quo. 2) Requested that an improved way be designed to better share information regarding legislative matters and changes both from the state and federal levels. Mrs. O'Shea stated that this information needs to be provided in a very understandable manner and is important for all, including parents. Dr. Grego shared that one of the topics discussed extensively by the Superintendents and Governor was that of having a more consistent message to the 67 districts. 3) Congratulated Dr. Grego on his efforts to getting the Pathways bill passed

Mrs. Cook - 1) Stated that the Board recognized many students lately for their achievements and stressed the importance of acknowledging the efforts of the teachers who instilled the love of learning in them.

D. Review of Board Requests

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

- 1) The rendition of the National Anthem will be updated with newer filming.
- 2) The comments will be included in the Climate Survey section on our web.
- 3) The concern mentioned regarding class ranking will be reviewed.
- 4) Links to student performances will be provided on the web.

E. School Board Meeting Evaluation

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

Pluses

- Sound system
- Certificates
- Smooth meetings due to workshops

Opportunities

None were offered.

XIV. Adjournment

There being no further business to be brought before the School Board, this meeting adjourned at 7:10 a.m.

Chairperson

Superintendent and Ex Officio Secretary

Public Comments

There were no individuals wishing to address the Board following the adjournment of the meeting.

SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

WORKSHOP – April 16, 2013

Joint Meeting: Pinellas County School Board, Juvenile Welfare Board and Board of County Commissioners

The School Board of Pinellas County, Florida, participated in a joint meeting with the Juvenile Welfare Board and the Board of County Commissioners for Pinellas County on Tuesday, April 16, 2013 at 9:30 a.m., at the Stavros Institute, 12100 Starkey Road, Largo, Florida.

Present:

Pinellas County Schools: 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. Wickle, Members; and, Dr. Michael Grego, Superintendent

Board of County Commissioners: Mr. Kenneth Welch, Chairman; Ms. Karen Seel, Vice Chairperson; Mr. Charlie Justice, Ms. Susan Latvala, Ms. Janet Long, Mr. John Morroni, Mr. Norm Roche, Members; and, Mr. Robert LaSala, County Administrator

Juvenile Welfare Board: Ms. Elise Minkoff, Chairperson; Ms. Maria Edmonds, Vice Chairperson; Mr. Brian Aungst, Jr., Mr. Bob Dillinger, Mr. Bernie McCabe, Mr. Raymond Neri and Ms. Angela Rouson, Members; and, Ms. Gay Lancaster, Executive Director. Both County Commissioner Seel and Superintendent Grego serve on the JWB and are listed under their official capacities. The following member of the JWB Board was unable to attend this session: Judge Raymond Gross

Also in attendance were Mr. David Koperski, School Board Attorney, and Mr. Jim Bennett, County Attorney, as well as other staff members from the three boards.

Following introductions, the following topics were discussed:

- **Purpose of this meeting and Desired Outcomes** – It was determined that the purpose of this joint meeting was to discuss current partnerships and projects both new and long standing on behalf of the students and families of Pinellas County. The desired outcomes were identified, as follows: 1) Identify one to three simple actions that will allow the group to move forward in better serving students and families – timetable for actions, resources needed and costs. 2) Identify what the three bodies are doing well in meeting the needs of students and families in Pinellas County. 3) Discuss expanded use of our schools for after-school and summer activities.

It was suggested, and agreement expressed, to include the Sheriff and municipalities in future discussions.

Attachment: w Jt Meeting JWB, BCC 13Apr16 (3961 : Approval of Minutes)

➤ **Current Partnerships and Projects**

- **School-Based Health Clinics –**
 - Interest was expressed in expanding these clinics to additional school campuses in other parts of the county, mid and north county, ensuring that a geographic gap does not result.
 - In identifying potential locations, it is important to look at areas of the county with greatest needs.
 - Funding of the clinics cannot be taken from operational tax dollars, therefore potential grants need to be sought and achieved.
 - Operational cost information per clinic was requested – Ms. Lancaster shared that the cost for the three existing totals \$675,000.
- **Lew Williams Project –**
 - Various agencies have joined in this initiative to prepare children ages 1 to Kindergarten and their families for school by meeting the needs of children and breaking the cycle.
 - First center will open in August at pTEC St. Petersburg and will be assisted by the students involved in the Early Childhood Training Program.
 - Potential second site is proposed for the Kings Highway facility, with possible assistance through an early childhood training program being considered by St. Petersburg College, in partnership with JWB.
- **Joint Use Agreement for Recreation**
 - County does not provide recreational programs.
 - School grounds are presently locked at the end of the school day with the exception of ten school sites in St. Petersburg where joint use agreements are in place to provide after-school access.
 - Commissioner Welch will be taking this back to his Board for further discussion to see whether they can identify some possible opportunities to create after-school access to school campuses for recreational purposes.
 - Partnerships could be sought with the various municipalities.
- **Extended School Day and Year –**
 - Summer Bridge - Close to 3000 elementary students are already enrolled in this new initiative, but anticipating a final enrollment closer to 4-5,000 as the opening date draws near. This is a six-week program which needs total community support. The day will begin at 6:30 a.m. with before care wrap around services and breakfast, followed by 5 hours dedicated to instruction and ending with additional after wrap around services from 1:00 p.m. to 6:00 p.m.
 - Promise Time – This will be an opportunity to provide tutoring and meaningful learning for struggling students with the before- and after-care wrap around services through R'Club, YMCA, etc. This will begin one week after the close of school for summer. Tier I brings this program into 27 elementary schools, with additional sites being considered if the enrollment increases and warrants such.
 - Information was shared regarding the distribution of Netbooks to children and the efforts taking place with Brighthouse to provide internet services to needy families at a cost of under \$10.00 per month.

- Information will be provided regarding the mentoring initiative that is provided through the City of St. Petersburg, under the leadership of the Mayor.
- **Common Ground: Areas of Interest and/or Investment Which Intersect**
 - Homeless Children, Families and Adults -
 - A summary was presented by staff as to what is being provided through the Homeless Leadership Board, JWB and the School District in order to meet the needs of those children and families and, to help them transition back into independence.
 - The importance of addressing the chronically hungry was expressed; and, the efforts taken by the district to do so for students were shared.
 - The need for an accurate and up-to-date data base was stressed in order to get a true picture of the problem and for the group to effectively address needs.
 - The suggestion was made that resources from various entities should be combined; and, that one body be identified to manage the expenditures based on identified needs.
 - Quality Early Learning and School Success to Career Readiness –
 - Emphasis was placed on the need to provide meaningful, quality learning opportunities for these children, children who are at the greatest risk.
 - Members of the three boards were encouraged to make the effort to enlighten our Legislators regarding the need for programs and funding of those programs to provide true early learning opportunities for these children.
 - The take-away for this topic is that there is a lot of fragmentation in services; and, programs should not be in place unless they provide quality coordinated services for early learners.
 - Campus Health Care Access: Students, Faculty and Community –
 - Agreement was stated that there is a critical need to provide access to affordable health care in order to help children and families.
 - A gap in services in midcounty was re-emphasized.
 - Pinellas is considered ahead by having health clinics on three of our campuses.
 - Discussion turned to the possible changes to Medicaid being discussed in Tallahassee by our Legislators. All three boards discussed the need to form and take official action on a resolution to be sent to the Legislators that would voice opposition to these changes and to explain the potential implications of such changes.
- **Closing Remarks** – Mrs. Cook, on behalf of the district leadership, Mr. Welch and Mr. LaSala on behalf of the Board of County Commissioners, and Ms. Elise Minkoff, on behalf of the Juvenile Welfare Board, presented their comments of appreciation for this opportunity.

No official actions were taken by any of the three boards during this workshop. An audio recording of this joint session is filed in the Board Office archives. This workshop adjourned at 12:10 p.m.

Chairperson

Secretary

SCHEDULED

REQUEST FOR APPROVAL (ID # 3973)

ATTACHMENTS:

- May 7 FINAL HR Board Agenda Sets A & B (PDF)

Set A

MEMORANDUM

May 7, 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:

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

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Termination

Retirement

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Instructional

Appointments of Probationary Contract

4 1

Appointment of Annual Contract

1 1

Transfer

1 1

Contract Changes

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Leaves of Absence

20 2-3

Terminations

Probationary Dismissal

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Payment of Contracted Services

6 7-8

Substitute Appointments

20 8

Extended Learning Appointments

34 9-10

Part Time Hourly

10 10

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: May 7 FINAL HR Board Agenda Sets A & B (3973 : Request Approval of Personnel Recommendations)

RECOMMENDATION OF SUPERINTENDENT
ON ADMINISTRATIVE PERSONNEL

2012/2013

May 7, 2013

ADMINISTRATIVE TERMINATION

NAME	POSITION	EFFECTIVE DATE
<u>Retirement</u>		
Turner, Deborah A. (W)	Principal, Blanton Elementary	August 2, 2013

RECOMMENDATION OF SUPERINTENDENT ON
INSTRUCTIONAL PERSONNEL

2012/2013

May 7, 2013

APPOINTMENTS OF PROBATIONARY CONTRACT

NAME OF TEACHER	COST CENTER	GRADE/SUBJECT	BEGINNING DATE
Aggor, Koffi P. (B)	Gibbs High	Foreign Language	04/01/13
Beekman, Mary Ann (W)	OT-PT/Medicaid	Physical Therapist (6/7 Contract)	04/15/13
Kravitz, Richard K. (W)	Gibbs High	Mathematics	04/15/13
Tran, Nuong T. (A)	Tomlinson Adult Learning Center	Alternative Education	04/12/13

APPOINTMENT OF ANNUAL CONTRACT

NAME OF TEACHER	COST CENTER	GRADE/SUBJECT	BEGINNING DATE
Cox, Connie L. (W)	Bear Creek Elementary	Kindergarten	03/19/13

TRANSFER

NAME OF TEACHER	TO COST CENTER	FROM COST CENTER	BEGINNING DATE
Hamm, David N. (W)	Meadowlawn Middle	Eisenhower Elementary	04/11/13

CHANGE OF CONTRACT STATUS

NAME	COST CENTER	TO	FROM	EFFECTIVE DATE
Esposito, Kristen M. (B)	Professional Development	12 Month Contract	10 Month Contract	04/25/13

Attachment: May 7 FINAL HR Board Agenda Sets A & B (3973 : Request Approval of Personnel Recommendations)

Recommendation of Superintendent on Instructional Personnel
 May 7, 2013
 2012/2013 School Year

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CHANGE OF CONTRACT STATUS
 (Continued)

NAME	COST CENTER	TO	FROM	EFFECTIVE DATE
Kirchoffer, Kim S. (W)	Psychological Services	Full Time Contract	6/7 Contract	04/08/13

LEAVES OF ABSENCE

NAME OF TEACHER	COST CENTER	DATES	REASON
Amstutz, Aubrey E.	Bay Point Middle	04/09/13-06/07/13	Maternity/FMLA
Chin, Deborah E.	Marjorie Kinnan Rawlings Elementary	04/09/13-06/07/13	Maternity/FMLA
Devine, Julie M.	Sunset Hills Elementary	04/01/13-06/07/13	Maternity/FMLA
Emerson, Kelly	Madeira Beach Fundamental	04/01/13-06/07/13	Maternity/FMLA
Fishback, Loretta A.	Fitzgerald Middle	04/01/13-06/07/13	Illness/FMLA
Fulmer, Meagan A.	Cross Bayou Elementary	04/10/13-06/07/13	Maternity/FMLA
Heinrich, Lesley T.	Clearwater High	04/01/13-06/07/13	Maternity/FMLA
Kaye, Danna X.	St. Petersburg High	04/01/13-06/07/13	Maternity/FMLA
Kervin, Lindsey F.	Azalea Elementary	04/01/13-05/13/13	Maternity/FMLA
Kronz, Thomas M.	pTEC/St. Petersburg	03/21/13-06/07/13	Illness/FMLA
Lupo, Arlene	Safety Harbor Middle	04/01/13-06/07/13	Illness/FMLA

Attachment: May 7 FINAL HR Board Agenda Sets A & B (3973 : Request Approval of Personnel Recommendations)

Recommendation of Superintendent on Instructional Personnel
May 7, 2013
2012/2013 School Year

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LEAVES OF ABSENCE

(Continued)

NAME OF TEACHER	COST CENTER	DATES	REASON
Owens, Gina M.	Skyview Elementary	04/08/13-05/31/13	Maternity/FMLA
Peppers, Christine M.	Dunedin High	04/01/13-05/31/13	Maternity/FMLA
Powers, Tara M.	Anona Elementary	04/01/13-06/07/13	Maternity/FMLA
Riani, Brianna M.	Maximo Elementary	04/01/13-05/13/13	Illness
Ruffin, Tamika J.	Melrose Elementary	02/20/13-06/07/13	Worker's Comp
Smith, Alexander C.	Title I Center	04/01/13-05/31/13	Illness
Wiszowaty, Michelle C.	Marjorie Kinnan Rawlings Elementary	04/09/13-06/07/13	Maternity/FMLA
Wolf, Shannon E.	Ridgecrest Elementary	04/01/13-06/07/13	Maternity/FMLA
Wood, Meghan	Bay Point Middle	04/04/13-06/07/13	Maternity/FMLA

TERMINATIONS

NAME OF TEACHER	COST CENTER	DATE	REASON
<u>Probationary Dismissal</u>			
Schafer, Dustin S. (W)	Lealman Intermediate	04/10/13	
<u>Resignations</u>			
Bishop, Joelle M. (W)	Largo High	03/21/13	Resigned in lieu of recommendation for dismissal

Attachment: May 7 FINAL HR Board Agenda Sets A & B (3973 : Request Approval of Personnel Recommendations)

Recommendation of Superintendent on Instructional Personnel
 May 7, 2013
 2012/2013 School Year

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TERMINATIONS
 (Continued)

NAME OF TEACHER	COST CENTER	DATE	REASON
<u>Resignations</u> (Continued)			
Bowman, Celina A. (W)	Safety Harbor Middle	04/12/13	To accept another job outside system
Braue, Bryan T. (W)	Clearwater High	06/07/13	Resigning from leave
Brosk, Andrew (W)	Seminole High	06/07/13	Moving
Cerrato Fisher, Elaine J. (W)	Maximo Elementary	06/07/13	Resigning from leave
Dennis, Kristin (W)	Tarpon Springs High	06/07/13	Resigning from leave
Dunn, Kimberly A. (W)	Sexton Elementary	06/07/13	Resigning from leave
Greth, Amy J. (W)	Safety Harbor Middle	04/29/13	To accept another job outside system
Hanson, Jamie L. (W)	Pinellas Central Elementary	04/03/13	Resigning from leave
Jackson, Cheryl L. (B)	Campbell Park Elementary	04/01/13	Health
Jarvis, Dana (W)	Lakewood High	06/07/13	To accept another job outside system
Jones, Sandra L. (W)	Dunedin High	03/28/13	Personal
Lowther, Laura T. (W)	Pre-K Handicapped	06/07/13	Resigning from leave

Attachment: May 7 FINAL HR Board Agenda Sets A & B (3973 : Request Approval of Personnel Recommendations)

Recommendation of Superintendent on Instructional Personnel
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TERMINATIONS
(Continued)

NAME OF TEACHER	COST CENTER	DATE	REASON
<u>Resignations</u> (Continued)			
Nash, Jenny C. (W)	Belleair Elementary	04/24/13	To accept another job outside system
Schwing, Courtney D. (W)	Plumb Elementary	05/03/13	To continue education
<u>Retirements</u>			
Fair, Rose M. (W)	Brooker Creek Elementary	06/07/13	Retirement from DROP
Jackson, Irie L. (B)	Seminole High	06/07/13	Retirement from DROP
Johnson, George A. (W)	Dixie Hollins High	06/25/13	Retirement from DROP
Lanier, Jeanne F. (W)	Pinellas Secondary	04/05/13	Retirement from Investment Plan
Levine, Judith A. (W)	Clearwater Adult Education Center	05/31/13	Retirement from DROP
Lewis, James A. (W)	Dixie Hollins High	06/07/13	Retirement from DROP
Lofton, Carolyn M. (B)	Skycrest Elementary	06/30/13	Retirement from DROP
McManaway, Kenneth L. (W)	pTEC/Clearwater	06/03/13	Retirement from DROP
Moore, Joan B. (W)	Pre K-12 Performing Arts	06/07/13	Retirement from DROP

Attachment: May 7 FINAL HR Board Agenda Sets A & B (3973 : Request Approval of Personnel Recommendations)

Recommendation of Superintendent on Instructional Personnel
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TERMINATIONS
(Continued)

NAME OF TEACHER	COST CENTER	DATE	REASON
<u>Retirements</u> (Continued)			
Nelson, Linda H. (W)	Psychological Services	06/07/13	Retirement from Investment Plan
Pizzo, Jr., Samuel E. (W)	Clearwater High	06/07/13	Retirement from DROP
Ullom, Linda J. (W)	Communication Disorders	06/07/13	Normal retirement
Vanderlick, Janet D. (W)	Brooker Creek Elementary	06/07/13	Retirement from DROP
Wolfe, Elizabeth A. (W)	Ponce de Leon Elementary	06/07/13	Retirement from Investment Plan

ADJUSTMENTS

NAME OF TEACHER	COST CENTER	ADJUSTMENT
Cannon, Martha D.	East Lake High	Adjustment to the February 26, 2013 Board Agenda, Set A: Leaves of Absence; change end date to 06/07/13 from 04/26/13.
Hogan, Karen H.	Palm Harbor University High	Adjustment to the April 23, 2013 Board Agenda, Set A: Leaves of Absence; change end date to 04/19/13 from 03/28/13.
Ramos-Gonzalez, Cynthia	Dunedin Highland Middle	Adjustment to the February 12, 2013 Board Agenda, Set A: Leaves of Absence; change end date to 06/07/13 from 04/05/13.

Attachment: May 7 FINAL HR Board Agenda Sets A & B (3973 : Request Approval of Personnel Recommendations)

Recommendation of Superintendent on Instructional Personnel
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ADJUSTMENTS
(Continued)

NAME OF TEACHER	COST CENTER	ADJUSTMENT
Schaffer, Jennifer D.	Belleair Elementary	Adjustment to the February 26, 2013 Board Agenda, Set A: Leaves of Absence; change end date to 04/19/13 from 04/05/13.
Schott, Karen S.	Lakewood High	Adjustment to the April 23, 2013 Board Agenda, Set A: Leaves of Absence; change to 'Illness/FMLA' from 'Personal.'

PAYMENT TO CONTRACTED SERVICES EMPLOYEES

Funding Source: Florida First Start

Pre-Kindergarten Handicapped

Support utilization of technology throughout program and assist with literacy activities in Spanish and English

Boland, Jaclyn Michelle 03/01/13 - 06/30/13 \$2,800.00

Funding Source: Food Service Salaries/Benefits

Food Services

Training new Nutrition Education Specialist on menu planning, recipes and ingredients in Nutri-Kids database; update records to match new menus; post to Moodle site complete nutrient analysis

McCoy, Delores R 03/01/13 – 04/30/13 \$8,700.00

Funding Source: Internal School Funds

Dixie Hollins High

Accompanist for rehearsals and performances related to student competitions, festivals and evaluations

Havard, Justin R 04/08/13 - 06/05/13 \$227.50

Osceola High

Advanced Placement lead teacher coordinator

Colton, Tracey R 09/03/12 - 06/06/13 \$526.50

Attachment: May 7 FINAL HR Board Agenda Sets A & B (3973 : Request Approval of Personnel Recommendations)

Recommendation of Superintendent on Instructional Personnel
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PAYMENT TO CONTRACTED SERVICES EMPLOYEES

(Continued)

Funding Source: Private Schools

Private School ESE

Before and after school Speech Therapy at a private
school location

Smolansky, Tiffany L	04/05/13 - 05/29/13	\$520.00
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Funding Source: Remediation

Secondary Education

Participate in professional development as facilitator for
parent information sessions on the Talent Identification
Program at Oak Grove Middle School

Kotis, Artemis	02/27/13 - 02/27/13	\$104.00
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Funding Source: Salaries/Benefits

Pre-Kindergarten Handicapped

Social worker assigned to Pre-K North assessment team

McNatt, Betty C	03/01/13 - 06/07/13	\$1,604.20
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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
Bond, Shirley M	Brooks, Jan S
Brundage, Stephanie A	Cemberci, Virginia A
Cinelli, Gabrielle M	Conaway, Lorena L
Dambrosio, William P	Locke, Julie B
Ogburn, Stephen E	Olivit, Whitney L
Perkins, Justin E	Peterson, Allison L
Quinn, Krystal DJ	Rice, Kelly F
Sadlowski, Diamante A	Shapiro, Rachel L
Stadel, Ashley D	Vasile, James P
Warren, Robert A	Webendorfer, Desirae N

Recommendation of Superintendent on Instructional Personnel
 May 7, 2013
 2012/2013 School Year

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EXTENDED LEARNING PROGRAM APPOINTMENTS

NAME	COST CENTER
Banks, Kendra J	Thurgood Marshall Fundamental Middle
Battista, Suzanne W	McMullen Booth Elementary
Beardsley, Tracy R	McMullen Booth Elementary
Bercume, Kristin C	Tyrone Middle
Bessey, Richard S	Tyrone Middle
Bilello, Kathleen T	McMullen Booth Elementary
Bullock, Jessica M	Mildred Helms Elementary
Crum, Kathleen M	McMullen-Booth Elementary
De La Rosa John, Michele A	Belcher Elementary
Donati, Tera L	McMullen Booth Elementary
Fisher, Susan J	McMullen Booth Elementary
Frazier, Erin K	McMullen Booth Elementary
Gosnell, Jan T	McMullen Booth Elementary
Green, Bernadette M	John Hopkins Middle
Hanson, Jamie L	Lake St. George Elementary
Heintz, Ashley M	Dunedin Elementary
Hesse, Kristin D	Mildred Helms Elementary
Hoffman, Kimberly L	Leila Davis Elementary
Hogan, Kerry M	Tyrone Middle
Hubbard, Alison K	Mildred Helms Elementary
Huenke, Emilie L	Mildred Helms Elementary
Kephart, Sharon L	McMullen Booth Elementary
Krayer, Sharon G	McMullen Booth Elementary
Logan, Gregory G	McMullen Booth Elementary
Lueken, Beth S	Lake St. George Elementary
Parsons, Charles H	Doug Jamerson Elementary
Priddy, Jennifer J	Tarpon Springs High
Priddy, Joseph R	Tarpon Springs High
Schuler, Barbara R	McMullen-Booth Elementary
Spridgeon, Olena K	Countryside High
Sullivan, Kimberly M	McMullen Booth Elementary

Attachment: May 7 FINAL HR Board Agenda Sets A & B (3973 : Request Approval of Personnel Recommendations)

Recommendation of Superintendent on Instructional Personnel
 May 7, 2013
 2012/2013 School Year

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EXTENDED LEARNING PROGRAM APPOINTMENTS

(Continued)

NAME	COST CENTER
Whitaker, Linda E	Leila Davis Elementary
Williams, Jason L	John Hopkins Middle
Woodard, Arrow M	Doug Jamerson Elementary

PART-TIME HOURLY APPOINTMENTS

NAME	COST CENTER
Baker, Richard L	pTEC/St Petersburg
Berger, Phillip B	pTEC /St Petersburg
Black, Kiana	Tyrone Middle
Davies, Sandra Ilene	Leila Davis Elementary
Elder, Michael D	pTEC /St Petersburg
Hingle, Susan L	Dunedin Elementary
Sliby, Amanda Rae	Dixie Hollins Adult Education Center
Walker, Kristy D	Tyrone Middle
White, Patricia A	Lynch Elementary
Whiteley, Keith M	pTEC /Clearwater

APPROVED: _____

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

Attachment: May 7 FINAL HR Board Agenda Sets A & B (3973 : Request Approval of Personnel Recommendations)

Set B

MEMORANDUM

May 7, 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

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Job Changes	2	6
Cost Center Changes	6	6-7
Terminations:		
Resignations	21	7-8
Retirements	10	9
Adjustments	4	10

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: May 7 FINAL HR Board Agenda Sets A & B (3973 : Request Approval of Personnel Recommendations)

RECOMMENDATION OF SUPERINTENDENT
ON SUPPORT PERSONNEL

2012-2013

May 7, 2013

APPOINTMENTS

NAME OF EMPLOYEE	COST CENTER	POSITION	START DATE
Dietz, Hailey R. (W)	Stephens Exceptional Student Education Center	ESE Associate	04/12/13
Monk, Elizabeth D. (W)	High Point Elementary	ESE Associate	04/10/13
Ramos, Maria T. (H)	Nina Harris Exceptional Student Educational Center	ESE Associate	04/08/13
Secundino, Sandra S. (H)	Pre K-12 World Languages/ESOL	Bilingual Assistant I	04/03/13
Taylor, Jeffrey L. (W)	Maintenance	Appliance/Refrigeration Technician-Journeyman	04/03/13

PART-TIME APPOINTMENTS

NAME OF EMPLOYEE	COST CENTER	POSITION	START DATE
De Vega, Amanda O. (W)	Seminole Elementary	Family & Community Liaison Temp	04/02/13
Wilson, Beth Y. (W)	Anona Elementary	Clerical Assistant Temp	04/10/13

Attachment: May 7 FINAL HR Board Agenda Sets A & B (3973 : Request Approval of Personnel Recommendations)

Recommendation of Superintendent on Support Personnel
May 7, 2013
2012-2013 School Year

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SUBSTITUTE APPOINTMENTS

NAME	NAME	NAME
<u>Countywide Food Service Assistants</u>		
Amato, Jennifer Delgado, Caryn E. Pashollari, Mirela	Baldwin, Sandra O. Kopita, Stacey M. Reyes, Benjamin A.	Corcoran, Shayla M. Lauriano, Judylynn
<u>Countywide Assistants/Clerical</u>		
Calderon Diaz, Yadira V. Williams, Elizabeth R.	Evans, Elizabeth A.	Stahl, Penny S.
<u>Countywide Plant Operators</u>		
Cooper, John E. Rosario, Idalia	Mitchell, Thomas J. Sharp, David R.	Nunziata, Christopher M.

STATUS CHANGES

NAME OF EMPLOYEE	TO POSITION/COST CENTER	FROM POSITION/COST CENTER	DATE
Barnes, Marcella C.	Food Service Assistant PT Campbell Park Elementary	Food Service Assistant Substitute Food Services	04/08/13
Bauford, Santana N.	Clerk Typist II pTEC/Clearwater	Physical Education Assistant Pre K-12 Extra Curricular Student Activities	04/24/13
Clark, Darleen M.	Pending Placement Employee Human Resources	ESE Associate Stephens Exceptional Student Education Center	04/15/13
Clarke III, Edward A.	Head Plant Operator II Ridgecrest Elementary	Night Foreman II Frontier Elementary	05/01/13

Attachment: May 7 FINAL HR Board Agenda Sets A & B (3973 : Request Approval of Personnel Recommendations)

Recommendation of Superintendent on Support Personnel
 May 7, 2013
 2012-2013 School Year

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STATUS CHANGES
 (Continued)

NAME OF EMPLOYEE	TO POSITION/COST CENTER	FROM POSITION/COST CENTER	DATE
Colbath, Brian A.	Plant Operator Administration Building	Plant Operator Substitute Human Resources	04/08/13
Conciatori, Kristen A.	ESE Associate FT Cypress Woods Elementary	Teacher Substitute Human Resources	04/08/13
Correa, Nancy I.	Food Service Assistant PT Marjorie Kinnan Rawlings Elementary	Food Service Assistant Substitute Food Services	04/01/13
Duffek, Krista M.	Food Service Assistant PT Brooker Creek Elementary	Food Service Assistant Substitute Food Services	04/01/13
Emrick, Tina M.	Food Service Assistant PT Frontier Elementary	Food Service Assistant Substitute Food Services	04/01/13
Fineo, Roxane E.	Food Service Assistant PT Leila Davis Elementary	Food Service Assistant Substitute Food Services	04/01/13
Fuller, Ayeshah J.	Food Service Assistant PT Marjorie Kinnan Rawlings Elementary	Food Service Assistant Substitute Food Services	04/01/13
Fuller, Kenneth J.	Pending Placement Employee Human Resources	Plant Operator High Point Elementary	04/01/13
Gainer, Erica M.	Food Service Assistant PT Perkins Elementary	Food Service Assistant Substitute Food Services	04/08/13
Harrington, Kifinya Q.	Food Service Specialist Intern FT James B. Sanderlin PK-8	Food Service Assistant PT James B. Sanderlin PK-8	04/11/13

Attachment: May 7 FINAL HR Board Agenda Sets A & B (3973 : Request Approval of Personnel Recommendations)

Recommendation of Superintendent on Support Personnel
May 7, 2013
2012-2013 School Year

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STATUS CHANGES (Continued)			
NAME OF EMPLOYEE	TO POSITION/COST CENTER	FROM POSITION/COST CENTER	DATE
Herber, Sharon L.	Pending Placement Employee Human Resources	Plant Operator St. Petersburg High	03/26/13
Herber, Sharon L.	Plant Operator Northeast High	Pending Placement Employee Human Resources	04/08/13
Ibrahim, Rania S.	Food Service Assistant PT Palm Harbor University High	Food Service Assistant Substitute Food Services	04/08/13
Ingerson, Amber L.	Food Service Specialist Intern FT Marjorie Kinnan Rawlings Elementary	Food Service Assistant PT Marjorie Kinnan Rawlings Elementary	04/09/13
Irmen, Ashley N.	Food Service Assistant PT Lealman Intermediate	Food Service Assistant Substitute Food Services	04/08/13
James, Shavon R.	Food Service Assistant PT Dunedin Elementary	Food Service Assistant Substitute Food Services	04/08/13
Johnson, Jennifer M.	Food Service Assistant FT McMullen Booth Elementary	Food Service Assistant PT McMullen Booth Elementary	04/08/13
Khalil, Maryana I. B.	Food Service Assistant PT Countryside High	Food Service Assistant Substitute Food Services	04/08/13
Lowell, Elizabeth A.	Food Service Assistant PT Ozona Elementary	Food Service Assistant Substitute Food Services	04/08/13

Attachment: May 7 FINAL HR Board Agenda Sets A & B (3973 : Request Approval of Personnel Recommendations)

Recommendation of Superintendent on Support Personnel
May 7, 2013
2012-2013 School Year

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STATUS CHANGES
(Continued)

NAME OF EMPLOYEE	TO POSITION/COST CENTER	FROM POSITION/COST CENTER	DATE
Maldonado, Milagros	ESE Associate Cross Bayou Elementary	Bilingual Assistant I Pre K-12 World Languages/ESOL	03/20/13
Mathis, Virginia A.	Food Service Assistant PT Pasadena Fundamental Elementary	Food Service Assistant Substitute Food Services	04/01/13
Matta, Nevin F.	Food Service Assistant PT Countryside High	Food Service Assistant Substitute Food Services	04/08/13
McAdoo, Heather M.	Food Service Assistant PT Sutherland Elementary	Food Service Assistant Substitute Food Services	04/08/13
McClimon, Mary E.	Food Service Assistant PT Palm Harbor Middle	Food Service Assistant Substitute Food Services	04/08/13
Meacham, Brent A.	Plant Operator FT Perkins Elementary	Plant Operator Substitute Human Resources	03/25/13
Melecio, Amanda D.	Food Service Assistant PT Belcher Elementary	Food Service Assistant Substitute Food Services	04/08/13
Moore, Gina L.	Plant Operator FT Lealman Avenue Elementary	Plant Operator Substitute Human Resources	04/08/13
Poynter, Linda A.	Food Service Assistant PT Seminole High	Food Service Assistant Substitute Food Services	04/08/13
Rivera-Febus, Noely M.	Food Service Assistant PT Frontier Elementary	Food Service Assistant Substitute Food Services	04/08/13

Attachment: May 7 FINAL HR Board Agenda Sets A & B (3973 : Request Approval of Personnel Recommendations)

Recommendation of Superintendent on Support Personnel
 May 7, 2013
 2012-2013 School Year

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STATUS CHANGES
 (Continued)

NAME OF EMPLOYEE	TO POSITION/COST CENTER	FROM POSITION/COST CENTER	DATE
Spinazola, Donna M.	Food Service Assistant PT Seminole High	Food Service Assistant Substitute Food Services	04/08/13
Sullivan, Patricia M.	Food Service Assistant PT Safety Harbor Middle	Food Service Assistant Substitute Food Services	04/08/13
Tucker, Cori C.	Registered Nurse PT Temp School Health Services	Registered Nurse FT School Health Services	04/15/13
Whitney, Sylvia E.	Food Service Assistant PT Lealman Intermediate	Food Service Assistant Substitute Food Services	04/08/13
Wurtz, Kathleen M.	Food Service Assistant PT East Lake High	Food Service Assistant Substitute Food Services	04/01/13

JOB CHANGES ONLY

NAME OF EMPLOYEE	TO	FROM	DATE
Fletcher, Stephanie A.	Data Management Technician	ESE Associate	04/08/13
Smalley, Jessica L.	Food Service Specialist Intern	Food Service Assistant	04/09/13

COST CENTER CHANGES ONLY

NAME OF EMPLOYEE	TO	FROM	DATE
Calhoun, Alvester D.	Fitzgerald Middle	Azalea Middle	04/01/13

Attachment: May 7 FINAL HR Board Agenda Sets A & B (3973 : Request Approval of Personnel Recommendations)

Recommendation of Superintendent on Support Personnel
May 7, 2013
2012-2013 School Year

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COST CENTER CHANGES ONLY
(Continued)

NAME OF EMPLOYEE	TO	FROM	DATE
Geiger, David A.	Seventy-Fourth Street Elementary	Azalea Middle	04/02/13
O'Neal, Antwane L.	Gibbs High	Lakewood Elementary	04/01/13
Preston, Diane L.	Nina Harris Exceptional Student Educational Center	Risk Management and Insurance	04/10/13
Santiago Marrero, Abimael	Belcher Elementary	Stephens Exceptional Student Education Center	04/29/13
Towns, Miquell A.	Sanders Exceptional	Doug Jamerson Elementary	04/08/13

TERMINATIONS

NAME OF EMPLOYEE	COST CENTER	DATE	REASON
<u>Resignations</u>			
Anderson, Kelly S. (W)	Dunedin Highland Middle	04/12/13	Personal
Bandera, Adriana (H)	Pre K-12 World Languages/ESOL	06/07/13	Personal
Bignotti, Gail R. (W)	McMullen Booth Elementary	06/06/13	Family responsibilities
Butler, Shirley A. (B)	Lakewood Elementary	04/15/13	Resigned in lieu of recommendation for dismissal
Can, Thu M. (A)	Fitzgerald Middle	06/07/13	Moving
Cellucci, Karen R. (W)	Human Resources	04/08/13	Personal
Cramer, Dennis L. (W)	Food Services	04/02/13	Personal

Attachment: May 7 FINAL HR Board Agenda Sets A & B (3973 : Request Approval of Personnel Recommendations)

Recommendation of Superintendent on Support Personnel
May 7, 2013
2012-2013 School Year

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TERMINATIONS
(Continued)

NAME OF EMPLOYEE	COST CENTER	DATE	REASON
<u>Resignations</u> (Continued)			
DeCastro, Mary C. (W)	School Health Services	04/09/13	Resigning from leave
Fricke, Catharine L. (W)	Plumb Elementary	04/19/13	Personal
Jackson, Jacob W. (W)	Advanced Studies /Academic Excellence	12/11/12	Moving
Lillie, Lana M. (W)	Pre K-12 Extra Curricular Student Activities	04/10/13	To accept another position
Lippelt, Vikki P. (W)	Cypress Woods Elementary	04/02/13	Personal
Logier, Nicole M. (W)	East Lake High	02/11/13	Personal
Nedd, Kelvin F. (B)	Stephens Exceptional Student Education Center	04/17/13	Personal
Power, Rosemary (W)	Pre K-12 Extra Curricular Student Activities	04/08/13	Personal
Putnam, Amy M. (W)	Ozona Elementary	04/12/13	To accept another position
Sackman, Michael D. (W)	Accounting	04/12/13	Moving
Session Jr., Larry (B)	Transportation	04/17/13	Resigned in lieu of recommendation for dismissal
Solovev, Mikhail (W)	TIF Grant	04/12/13	Personal
Sutton, Timothy (B)	Transportation	03/22/13	To accept another position
Washington, Ryan J. (B)	Dunedin Elementary	04/10/13	Resigned under investigation

Attachment: May 7 FINAL HR Board Agenda Sets A & B (3973 : Request Approval of Personnel Recommendations)

Recommendation of Superintendent on Support Personnel
May 7, 2013
2012-2013 School Year

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TERMINATIONS
(Continued)

NAME OF EMPLOYEE	COST CENTER	DATE	REASON
<u>Retirements</u>			
Carter, Arlena F. (W)	Pre K-12 Extra Curricular Student Activities	04/02/13	Normal retirement
Ebert, Dale A. (W)	Fuguitt Elementary	03/19/13	Early Retirement
Fleming, Carolann T. (W)	Palm Harbor Middle	05/24/13	Normal retirement
Gatelein, Dawn C. (W)	Highland Lakes Elementary	06/28/13	Normal retirement
Harmon-Fletcher, Billie T. (W)	Bay Point Middle	04/30/13	Normal retirement
Laxton, Carol A. (W)	Palm Harbor University High	04/30/13	Retirement from DROP
Matthews, Carolyn B. (W)	Human Resources	06/30/13	Retirement from DROP
Rudd, David C. (W)	Transportation	03/14/13	Retirement from Investment Plan
Wilzinski, Christine L. (W)	Seminole Middle	06/06/13	Retirement from DROP
Wrazen, Gene J. (W)	Vehicle Maintenance	04/05/13	Retirement from DROP

Attachment: May 7 FINAL HR Board Agenda Sets A & B (3973 : Request Approval of Personnel Recommendations)

Recommendation of Superintendent on Support Personnel
 May 7, 2013
 2012-2013 School Year

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ADJUSTMENTS

NAME OF EMPLOYEE	COST CENTER	ADJUSTMENT
Dixon, Jean A. (W)	Sexton Elementary	Adjustment to the February 26, 2013 Board Agenda, Set B, Terminations: Change to Early Retirement from Health.
Parker, Sheila D. (B)	Sanders Exceptional	Adjustment to the April 9, 2013 Board Agenda, Set B, Terminations: Change to Early Retirement from Health.
Walker, Pamela (B)	New Heights Elementary	Adjustment to the April 9, 2013 Board Agenda, Set B, Supporting Services Status Changes: Cancel change.
Wincelowicz, Loretta E. (W)	Human Resources	Adjustment to the April 9, 2013 Board Agenda, Set B, Terminations: Change to Disability – job related, 02/08/13 from Personal, 04/27/13

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

Attachment: May 7 FINAL HR Board Agenda Sets A & B (3973 : Request Approval of Personnel Recommendations)

05/07/13 10:30 AM

Regular School Board Meeting301 Fourth Street SW
Largo, FL 33770**Pinellas County
Schools****SCHEDULED****REQUEST FOR APPROVAL (ID # 3970)**

May 7, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval of the Following Special Projects:

- A. Amendment (roll forward funds) to Title I, Part D, Neglected and Delinquent \$233,181.00
- B. Amendment (additional time and IDEA-roll forward funds) to the Agreement with Lindamood-Bell Learning Processes \$21,000.00

BACKGROUND:

- A. Title I, Part D, Neglected and Delinquent roll forward funds in the amount of \$233,181.00 will be added to the budget approved on July 24, 2012 resulting in a new total of \$1,136,203.00. Additional funds will provide services to Pinellas Neglected and Delinquent, At-Risk students in Department of Juvenile Justice sites.

STRATEGIC DIRECTION/GOAL: Student Achievement

- B. The contract with Lindamood-Bell Learning Processes that was originally approved by the Board on August 21, 2012 will be amended to extend the time and increase the funding to provide teacher training. The term of the agreement will be extended from May 31, 2013 to June 15, 2013. An additional \$21,000 from IDEA funds will be added to fund five days of training for up to 30 participants.

STRATEGIC DIRECTION/GOAL: Student Achievement

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)

Carol Norton, Supervisor, Dropout Prevention (Item A)

Cindy Bania-Carter, Executive Director, Exceptional Student Education (Item B)

SUBMITTED BY:

Steven Swartzel, Director, Governmental Service

ATTACHMENTS:

- A Title I, Part D neg and del 050713 (PDF)
- B Lindamood-Bell amendment 050713 (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:
May 7, 2013.

A. Title of Project: Amendment (roll forward funds) Title I, Part D, Neglected & Delinquent

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: \$ 233,181.00 additional (new total \$1,136,203.00)

Status of Project:

New: Renewal: Amendment: X

If Amendment:

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

Fund Source:

State: Federal: X Other:

Length of Project: 12 Months

Starting Date: 7/1/12 Ending Date: 6/30/13

Strategic Direction(s): Student Achievement

Program Description: Title I Neglected and Delinquent funds in the amount of \$233,181 will be added to the budget approved on July 24, 2012 resulting in a new total of \$1,136,203. Funds provide services to Pinellas Neglected and Delinquent, At-Risk students in Department of Juvenile Justice (DJJ) sites/ students across the county working on credit recovery efforts in order to graduate on time.

Rationale: Florida Department of Education notified Pinellas County Schools of additional funds available to the 12-13 Title I Part D, Grant for Neglected and Delinquent children. These funds will be used to enhance and implement the credit recovery and transition efforts in our MCCR and DOP programs for Neglected and Delinquent students. The target audience will be our Neglected and Delinquent students working to graduate on time as well as our GEP students across the county working on credit recovery efforts. We will also be revising our .5 curriculums and our transition efforts to better meet the needs of our struggling students across the county.

We will be refurbishing our MCCR Credit Recovery kits with technologies and internet access to provide access to our credit recovery students in our DJJ programs and across the county.

Florida Department of Education notified Pinellas County Schools of additional funds available for the 12-13 Title I Part D, Grant for Neglected and Delinquent grant. These funds will be used to enhance and implement the credit recovery and transition efforts in the MCCR and DOP programs for Neglected and Delinquent PCS students. The target audience will be Neglected and Delinquent students working to graduate on time as well as GEP students across the county working on credit recovery efforts. Funds will also be used to revise .5 curriculums and transition efforts to better meet the needs of the Neglected and Delinquent students across the county. The district will also refurbish MCCR Credit Recovery kits with technologies and internet access to provide access for credit recovery students and teachers in DJJ programs and across Pinellas County.

Page 2:

Usage in other districts: Yes No X

Visits by PCS Staff: Date: Person:

Students to be served/Target Audience: Title I, Part D Neglected and Delinquent students

Performance Data, Research Findings, or Improvement Results:

Contact Person: Carol Norton, Supervisor, Dropout Prevention

Grant Proposal/Contract Developer(s): Carol Norton, Supervisor, Dropout Prevention

NO COST TO DISTRICT OPERATING FUNDS

Target Schools:

Budget

Personnel (Salaries & Fringe)	\$ 77,511.00
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Materials & Supplies	\$ 1,579.00
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Equipment and Other Capital Costs (Object Codes 06xx)	\$150,477.00
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Indirect Costs (Federal Funds Only)	\$ 3,614.00
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TOTAL	\$ 233,181.00
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SUPERINTENDENT TO SIGN____COPIES AS MARKED

BOARD CHAIRMAN TO SIGN____COPIES AS MARKED

Attachment: A Title I, Part D neg and del 050713 (3970 : 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:
May 7, 2013.

B. Title of Project: Amendment (additional time and IDEA-Roll Forward funds) to the
Agreement with Lindamood-Bell Learning Processes

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.

___ N/A

Amount of Project: \$ 21,000.00

Status of Project:

New: Renewal: Amendment: X

If Amendment:

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

Fund Source:

State: Federal: X Other: (IDEA roll-forward funds)

Length of Project: 10 Months

Starting Date: August 21, 2012 Ending Date: June 15, 2013

Strategic Direction(s): Student Achievement

Program Description: The contract with Lindamood-Bell Learning Processes that was originally approved by the board on August 21, 2012 will be amended to extend the time and increase the funding to provide teacher training. The term of the agreement will be extended from May 31, 2013 to June 15, 2013. An additional \$21,000 will be added to fund five days of training for up to 30 participants.

Rational: The contract with Lindamood-Bell provides extensive, on-going professional development services at selected schools as well as support for two District Coordinators overseeing LBLP instruction at other sites. Professional development is provided in the concepts, pedagogy and application of Lindamood-Bell's process-based education model,

Attachment: B Lindamood-Bell amendment 050713 (3970 : Special Projects)

Page 2:

which embodies the RtI model and includes all tiers of classroom and small group instruction. Lindamood-Bell intensive interventions. Seeing Stars and Visualizing and Verbalizing are currently used for instruction of SWD in at least 18 Pinellas County Schools. This program expansion would provide 5 full days of training for 30 teachers to expand the implementation to up to 20 more schools.

Usage in other districts: Yes X No

Visits by PCS Staff: Date: Various Person: Cindy Bania-Carter & Mary Kale

Students to be served/Target Audience: Students with Disabilities

Performance Data, Research Findings, or Improvement Results: The district's current implementation has shown improvement in students' performance on a battery of diagnostic assessments, FAIR, and Ongoing Progress Monitoring. Research on the success of Lindamood-Bell can be found at Lindamoodbell.com.

Contact Person: Cindy Bania-Carter, Executive Director, Exceptional Student Education

Grant Proposal/Contract Developer(s): Paul Worthington, Director of Professional Development and Tom Mendoza, Director of School Partnerships, Lindamood-Bell

NO COST TO DISTRICT OPERATING FUNDS

Target Schools: 74th St, Eisenhower, Anona, Bay Point, Bear Creek, Belcher, Frontier, Ozona, Oakhurst, Perkins, Ponce De Leon, Ridgecrest, and, Skycrest elementary schools; Tyrone MS, Lealman Intermediate, East Lake, Pinellas Park, and Gibbs high schools; Hunsinger, Disston, and Sanders

Budget

Purchased Services	\$ 21,000.00
• 5 days of Lindamood-Bell training	

TOTAL	\$ 21,000.00
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SUPERINTENDENT TO SIGN 2 COPIES AS MARKED

BOARD CHAIRMAN TO SIGN 2 COPIES AS MARKED

05/07/13 10:30 AM

Regular School Board Meeting301 Fourth Street SW
Largo, FL 33770**Pinellas County
Schools****SCHEDULED****REQUEST FOR APPROVAL (ID # 3959)**

May 7, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval of Agreement Between the School Board of Pinellas County, Florida, and the School Board of Seminole County, Florida

BACKGROUND:

The Pinellas County School District has participated in the Medicaid School District Administrative Claiming (SDAC) Program for the past fifteen years and was one of the first districts to receive reimbursement payments for the Medicaid outreach activities. The SDAC is a Federally-funded program which allows school districts to be reimbursed for some of their costs associated with school-based health and outreach activities which are not claimable under the Medicaid Certified School Match "fee for service" Program. Since fiscal year 1998, the district has received almost \$35,000,000.

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 agreement
2. Do not approve the agreement

RECOMMENDATION:

Alternative No. 1 is recommended

RATIONALE:

The approval of this agreement will allow the district to continue to participate in the Medicaid School District Administrative Claiming (SDAC) Program. The current agreement with the School Board of Seminole County, Florida, will terminate June 30, 2013.

IMPACT STATEMENT:

During the 2013/2014 school year it is anticipated that between \$1,500,000 and \$1,800,000 will be generated from this revenue source.

DATA SOURCE:

Kevin W. Smith, CPA, Associate Superintendent, Finance & Business Services
Noreen Murphy Price, Managing Officer, Medicaid
Joe Greene, Medicaid Administrator, Seminole County Schools

SUBMITTED BY:

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

Request for Approval (ID # 3959)

Meeting of May 7, 2013

ATTACHMENTS:

- Agreement with Seminole County (PDF)

AGREEMENT

THIS AGREEMENT is made and entered into as of this 1st day of July, 2013, by and between

THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA
(hereinafter referred to as SBPC),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
301 4th Street Southwest, Largo, Florida 33770-3599.

and

THE SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA
(hereinafter referred to as SBSC),
whose principal place of business is
400 East Lake Mary Boulevard, Sanford, Florida, 32773.

WHEREAS, both School Boards have a common and concurrent interest in providing data and sharing statistics for the purpose of being reimbursed for Medicaid Administrative Claiming activities.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree to establish and maintain a process to determine statistically valid time sample results with approved staff as a function of the Medicaid Administrative Claiming reimbursement process. Both School Boards shall be subject to the following terms:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** The term of this Agreement shall commence on July 1, 2013 and conclude on June 30, 2014, unless terminated as provided herein.

2.02 Responsibilities of SBPC.

- 2.02.1 Provide a pool of employee names who are eligible to be sampled based upon selected job codes whose incumbents have the potential to engage in Administrative Claiming Activities. Only certain staff positions are to be included in the time study process upon mutual concurrence among all parties participating in this agreement and upon the review and approval of AHCA.
- 2.02.2 Distribute and collect random moment sample forms, as provided by SBSC during four fiscal quarters in the school year.
- 2.02.3 Code the status of each observation form to effectively and accurately record the performance of school district personnel activities as delineated in the Medicaid School District Administrative Claiming Guide.
- 2.02.4 Provide periodic training to SBPC employees who will be responsible for coding the quarterly activities of district personnel delineated on the sample forms. Only trained district coders will be authorized to participate in the program.
- 2.02.5 Send quarterly sample forms to SBSC for activity calculations
- 2.02.6 Pay the SBSC prorated actual and reasonable costs among all districts participating based upon the percent of ESE FTE appropriated during the 2010-2011 school year. Your charge for the 2013-2014 fiscal year will be \$ 10,216.94 which will include the cost of office operations and the cost for clerical and administrative processing, consultation and technical assistance during the contract period. The above reference amount may be payable in equal quarterly installments or in one annual payment. This cost will be reviewed annually.
- 2.02.7 SBPC shall maintain and be able to produce requested records and materials for Agency for Health Care Administration audits.
- 2.02.8 Any recoupment of funds due to an audit exception, deferral or denial deemed appropriate by the Agency for Health Care Administration (AHCA) will be the responsibility of the SBPC, even after withdrawal from the program.

2.03 Responsibilities of SBSC

- 2.03.1 Pursuant to this agreement, SBSC will be acting solely as a data manager and data processor for SBPC.
- 2.03.2 Annually collect school district calendars and scheduled work hours from SBPC.
- 2.03.3 Quarterly collect personnel rosters from SBPC and perform data entry relative to creating a sample pool of individuals.
- 2.03.4 Quarterly generate, package and mail the prorated share of random moment sample forms to SBPC.

2.03.5 Quarterly review all returned sample forms for completion. One hundred percent of all forms will be reviewed for the purposes of quality control. In instances where there is a disagreement on the coding of a particular sample form by the district coder, AHCA will be contacted to ensure the consistency of activity selection.

2.03.6 Quarterly calculate all the data generated from scanning and return the statistics to all participating districts for individual claim generation.

2.04 **Mutual Agreements**

Independent contractors: SBSC and SBPC are independent contractors. Nothing contained herein shall constitute or designate either party's employees or agents as agents or employees of the other party. Each party remains solely responsible for its own cost report and claim that will be submitted to the Agency for Health Care Administration (AHCA).

2.05 **Indemnification.** Each party agrees to be fully responsible for its acts of negligence, or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Non-Discrimination.** The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, or disability.

3.04 **Termination.** This Agreement may be canceled with or without cause by SBPC during the term hereof one-quarter's prior written notice to the other parties of its desire to terminate this Agreement.

3.05 **Records.** Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

3.06 **Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.07 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.08 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.09 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

3.10 **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.11 **Governing Law.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Thirteenth Judicial Circuit of Pinellas County, Florida.

3.12 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.13 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBPC.

3.14 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.15 **Place of Performance.** All obligations of SBPC under the terms of this Agreement are reasonably susceptible of being performed in Pinellas County, Florida and shall be payable and performable in Pinellas County, Florida.

3.16 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not effect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

3.17 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBPC:	Superintendent of Schools The School Board of Pinellas County, Florida 301 4 th Street, Southwest Largo, Florida 33770-3599
With a Copy to:	Noreen Price The School Board of Pinellas County, Florida 301 4 th Street, Southwest Largo, Florida 33770-3599
To SBSC	Superintendent of Schools The School Board of Seminole County, Florida 400 East Lake Mary Boulevard Sanford, Florida 32773
With a Copy to:	Ida Mazar The School Board of Seminole County, Florida 400 East Lake Mary Boulevard Sanford, Florida 32773

3.18 **Captions.** The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

3.20 **Excess Funds.** Any party receiving funds paid by SBPC under this Agreement agrees to promptly notify SBPC of any funds erroneously received from SBPC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBPC with interest calculated from the date of the erroneous payment or overpayment is noticed to the School Board of Seminole County Public Schools subject to confirmation of the overpayment by both parties. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBPC.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBPC

(Corporate Seal)

**THE SCHOOL BOARD OF PINELLAS
COUNTY, FLORIDA**

ATTEST:

By _____
School Board Chair

Superintendent of Schools

Approved as to Form:

David Rapin
School Board Attorney

FOR SBSC

(Corporate Seal)

**THE SCHOOL BOARD OF SEMINOLE
COUNTY, FLORIDA**

ATTEST:

Walt Griffin

Walt Griffin, Superintendent of Schools

By

Karen Almond

Karen Almond, Chairman

J. Mahan

Witness

J. J. Seer

Witness

Attachment: Agreement with Seminole County (3959 : Medicaid Claiming Agreement with Seminole County)

SCHEDULED

REQUEST FOR APPROVAL (ID # 3974)

May 7, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval of Amendment to Agreement Between St. Petersburg College Board of Trustees and the School Board of Pinellas County

BACKGROUND:

This amendment serves to extend the partnership between St. Petersburg College of Education and Campbell Park Elementary. St. Petersburg College will teach an early literacy course on the campus of Campbell Park Elementary allowing St. Petersburg College students to interact with and support Campbell Park Elementary students who are struggling to read. Professional Development to support Elementary Reading will also be provided as requested by the school.

STRATEGIC DIRECTION: Student Achievement

ALTERNATIVES:

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

RECOMMENDATION:

Alternative #1 is recommended.

RATIONALE:

The purpose of this agreement is to continue a mutually beneficial relationship between the college and the school. College students gain opportunities for practical classroom experience and students can receive additional support in reading.

IMPACT STATEMENT:

There is no cost to the district.

DATA SOURCES:

Charlene Einsel, Ph. D., Turnaround Officer
 David Koperski, School Board Attorney

SUBMITTED BY:

William Lawrence, Associate Superintendent, Teaching and Learning Services

ATTACHMENTS:

- Consent - SPC Campbell Park Amendment (PDF)
- Consent - SPC Campbell Park Agreement (1-29-13) (PDF)

**First Amendment to Agreement between
The School Board of Pinellas County, Florida and
St. Petersburg College Regarding
The Campbell Park Reading Initiative**

This First Amendment to Agreement is entered into this 7th day of May, 2013, by and between The School Board of Pinellas County, Florida (hereinafter "School Board"), and St. Petersburg College (hereinafter "SPC").

WHEREAS, on January 29, 2013, the School Board approved an Agreement whereby School Board and SPC would collaborate to increase literacy rates among Pinellas County students struggling in reading by providing opportunities for SPC College of Education students to tutor struggling students on the Campbell Park Elementary School campus;

WHEREAS, the original term of this Agreement was from January 29, 2013, through May 10, 2013; and,

WHEREAS, the parties wish to extend this Agreement through June 30, 2015.

NOW, THEREFORE, in consideration of the mutual covenants and the following terms, the parties agree as follows:

1. Section 2 ("Term of Project") of the Agreement is amended to state as follows:
 2. Term of Project: This project shall begin upon execution of this Agreement by both parties and expire on June 30, 2015. The parties reserve the right to extend this Agreement for a specified period of time by written amendment signed by both parties.
2. All terms and condition of the Agreement, except as specifically amended herein, shall continue with full force and effect.

IN WITNESS WHEREOF, the parties have caused this First Amendment to Agreement to be executed by their duly authorized agents, the day and year first above written.

The School Board of Pinellas County By: _____ Chairperson Attest: _____ Superintendent Approved as to form: <u>David Koppenhaver</u> School Board Attorney's Office	The Board of Trustees of St. Petersburg College By: <u>Anne M. Cooper</u> Name: <u>ANNE M. COOPER, SENIOR VICE PRESIDENT</u> Its: _____ Approved as to Form and Content: <u>Anne M. Cooper</u> College Attorney
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*App. by Anne
on 4/15/13*

AGREEMENT
between
THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA
and
ST. PETERSBURG COLLEGE
regarding
THE CAMPBELL PARK READING INITIATIVE

THIS AGREEMENT is made and entered into by and between THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA ("School Board"), 301 Fourth Street SW, Largo, Florida 33770, and THE BOARD OF TRUSTEES OF ST. PETERSBURG COLLEGE ("SPC"), P.O. Box 13489, St. Petersburg, Florida 33733.

WITNESSETH

WHEREAS, SPC and the School Board wish to collaborate to increase literacy rates among Pinellas County students struggling in reading; and

WHEREAS, SPC and the School Board further wish to collaborate to provide opportunities for SPC College of Education students to tutor Pinellas County students struggling in reading.

NOW THEREFORE, in consideration of the mutual promises, covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The recitals are true and correct and are hereby incorporated by reference.
2. Term of Project: This project shall begin upon execution of this Agreement by both parties and end on May 10, 2013. The parties reserve the right to extend this Agreement for a specified period of time by written amendment signed by both parties.
3. Scope of Work: The scope of work is described in Attachment A.
4. Independent Contractors: By this Agreement, the parties intend to establish between themselves the relationship of mutually independent contractors. Each party and its officers, employees, agents or contractors thereof shall not be deemed by virtue of this Agreement to be the officers, employees, agents or contractors of the other party.
5. Non-Discrimination: The parties to this Agreement agree not to discriminate on the basis of race, color, religion, sex, age, national origin, marital status, sexual orientation, gender identity, genetic information, or against any qualified individual with disabilities in its employment practices or in the admission and treatment of students. Recognizing that sexual harassment constitutes discrimination on the basis of sex and violates this provision, the parties agree not to tolerate such conduct.
6. Retention of Records: SPC agrees to maintain records of all documents relating to this Agreement for three (3) years and to submit documentation as requested by the School Board for audit purposes. Both parties acknowledge that they are subject to and agree to comply with the Public Records Law of the State of Florida, Chapter 119, Florida Statutes.

7. **Termination:** Either party may terminate this Agreement upon no less than thirty (30) days prior written notice to the other party.
8. **Liability:** The School Board and SPC agree to be fully responsible for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages resulting from said negligence subject to the monetary limitations and defenses provided by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by the School Board or SPC. Nothing herein shall be construed as consent by the School Board or SPC to be sued by third parties for any matter arising out of or relating to this Agreement.
9. **Contact Persons:** The School Board and SPC designate the following persons to direct this project:

For SPC:	Dr. Kimberly J. Hartman Dean, College of Education St. Petersburg College P.O. Box 13489 St. Petersburg, FL 33733
For School Board:	Dr. Charlene Binsel Turnaround Officer Pinellas County Schools 301 4 th Street SW Largo, FL 33770
10. **Notices:** Any notice required under this Agreement shall be delivered to the designated representative of the other party by certified mail, return receipt requested, or in person with proof of delivery.
11. **Applicable Law; Venue:** This Agreement and the rights and obligations of the parties shall be governed by and construed according to the laws of the State of Florida. Venue for purposes of any action brought to enforce or construe this Agreement shall lie in Pinellas County, Florida.
12. **Signatures Required:** This Agreement is valid and enforceable only upon being fully executed by authorized persons whose signatures are required in order to bind the parties.
13. **Captions:** The captions to the paragraphs of this Agreement are for the convenience of reference only, do not form a part of this Agreement, and shall not affect its interpretation.
14. **Entire Agreement; Modifications:** This Agreement, along with the addendum entitled Attachment A, constitutes the entire Agreement of the parties, and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with this subject. No modification or amendment to this Agreement shall be binding on the parties unless the same is in writing and signed by the parties.
15. **Confidential Student Records:** Prior to any SPC personnel or agent having access to confidential student records, the School Board will obtain parental consent for release of such confidential student record information to SPC personnel or authorized agents. Each party to this Agreement

agrees to protect the rights of students with respect to records created, maintained, and used by either party in accordance with state and federal law.

IN WITNESS WHEREOF, the parties have set their hands and seals, on the date first above written.

The School Board
of Pinellas County

Signature: Carol J. Cook

Name: Carol J. Cook

Its: Chairperson

JAN 29 2013

The Board of Trustees
of St. Petersburg College

Signature: Anne M. Cooper

Name: Anne M. Cooper

Its: ANNE M. COOPER, SENIOR VICE PRESIDENT

Approved As To Form:

David Kaplan
School Board Attorneys Office

APPROVED
AS TO FORM AND CONTENT

SL/ps
COLLEGE ATTORNEY

Approved by: Amc

On: 1/20/12

Attachment A

The School Board will provide the following:

1. Access to classrooms serving K-2 students on the Campbell Park Elementary campus.
2. Allow SPC students to interact with students and teachers in the classroom setting during their class time on campus.
3. Appropriate classroom space for the SPC class to meet at the Campbell Park Elementary location.
4. Space will include adequate furniture, lighting, ventilation, heat and air conditioning, utilities, maintenance, and daily custodial services.

St. Petersburg College will provide the following:

1. A Professor from the College of Education to teach an early literacy course, RED 3309 or other requested reading courses, on the campus of Campbell Park Elementary allowing for SPC students to interact with and support Campbell Park students who are struggling to learn to read.
2. Tutoring by SPC students, through their school based hour requirement, to support students' early literacy development.
3. Professional Development for teachers as requested by Pinellas County Schools to support the Elementary Reading at Campbell Park Elementary school
4. Compliance with all provisions of Florida Statutes and the applicable rules of the State Board of Education and federal legislation including but not limited to the Individuals with Disabilities Education Act.

St. Petersburg College and the School Board will collaborate to:

1. Communicate and exchange appropriate information as required and in a manner consistent with Florida Statutes, rules, and professional ethics; student record exchange is addressed further in Sections 6 and 15 of the Agreement.
2. Develop a Safe Learning Environment/Crisis Plan. The plan will include provisions for ensuring the safety of educational personnel and students.
3. Follow the School Board approved Pinellas County Policies
4. Follow the School Board approved Code of Student Conduct

SCHEDULED

REQUEST FOR APPROVAL (ID # 3975)

May 7, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval of the State of Florida Voluntary Prekindergarten Education Program Statewide Provider Agreement

BACKGROUND

The district wants to prepare all students to succeed in kindergarten. The blended prekindergarten program is designed to serve VPK (Voluntary Prekindergarten) students and provide inclusive opportunities for Pre-K students with disabilities. The Florida State Performance Plan set a target of 76% of 3-5 year olds receiving special education with typical peers by 2011. With the blended VPK classrooms we are able to exceed that expectation.

STRATEGIC DIRECTION GOAL: Student Achievement

ALTERNATIVES:

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

RECOMMENDATION:

Alternative # 1 is recommended.

RATIONALE:

Pursuant to the implementing legislation, HB1A, the district offered a 540 instructional hour Voluntary Prekindergarten Program (VPK). The program is a three hour a day program with families having the option to extend their day to a six hour a day program through tuition. The program was implemented through a blended model with ESE prekindergarten students. The program is currently housed in selected ESE classrooms.

IMPACT STATEMENT:

There is no cost to the district. The 540 hour VPK portion of the blended model will be funded by the Agency for Workforce Innovation through the Pinellas County Early Learning Coalition. The additional VPK hours will be funded through the option of families extending to a full school day by the payment of a \$55.00 per week tuition fee. The program will be offered at schools with a Pre-K ESE enrollment that warrants a blended model of instruction.

DATA SOURCES

Pamela Moore, Executive Director PreK -12 Core Curriculum
Kathleen A. Young-Parker, Director, Elementary Education
Gail Ramsdell, Coordinator, Early Childhood Education
Sandy Smith, Supervisor, ESE (Pre-K)
David Koperski, School Board Attorney

SUBMITTED BY:

William Lawrence, Associate Superintendent, Teaching & Learning Services

ATTACHMENTS:

- Consent - VPK Agreement (PDF)



**STATE OF FLORIDA
VOLUNTARY PREKINDERGARTEN EDUCATION PROGRAM
STATEWIDE PROVIDER AGREEMENT**

I. PARTIES AND TERM OF AGREEMENT

1. **THIS AGREEMENT** is made and entered into this 7 day of May, 2013, by and between the Early Learning Coalition of Pinellas County, Inc. ("COALITION"), and The School Board of Pinellas County (hereinafter referred to as "PROVIDER"), with its principal offices located at 301 4th Street Southwest - Largo, FL 33770. If PROVIDER is a school district executing a single Agreement on behalf of multiple public school VPK providers, a list of the public school VPK providers with which the COALITION enters into this Agreement and their physical addresses are included in Attachment 2. If PROVIDER is the owner of multiple private providers or multiple sites executing a single Agreement on behalf of multiple private VPK providers or multiple VPK sites, a list of the VPK providers or VPK sites and their physical addresses are included in Attachment 2.
2. This Agreement applies to the 2013-2014 Voluntary Prekindergarten Education (VPK) program year. PROVIDER shall offer a 540 hour school-year program and/or a 300 hour summer program. This Agreement begins on July 1st, 2013, or on the date on which the Agreement is signed by the last party required to sign the Agreement, whichever occurs last, and expires upon completion or termination of all PROVIDER's VPK program year programs eligible to be offered under this Agreement. PROVIDER will not receive payment for VPK services before this Agreement is fully executed by both parties or after expiration of the Agreement.
3. PROVIDER certifies that each location at which PROVIDER offers the VPK program, meets all of the qualifications and requirements for offering the VPK program established by statute, rule, and this Agreement at all times PROVIDER offers the VPK Program. PROVIDER agrees that failure to comply with all of the qualifications and requirements for offering the VPK program at all times at any location at which PROVIDER offers the VPK program may result in ineligibility to offer the VPK program at that location and termination of this Agreement in whole or in part. In the event PROVIDER has executed this Agreement on behalf of multiple public school VPK providers, private VPK providers, or private VPK sites, and fails to ensure compliance with all qualifications and requirements for offering the VPK program at one or more locations listed in Attachment 2, the COALITION may demonstrate termination of this Agreement with respect to that location by striking through the location after following the termination processes outlined in this Agreement. This Agreement will remain in force and effect as to all locations in Attachment 2 which are not stricken.
4. This Agreement binds the successors, assigns, and legal representatives of PROVIDER and of any legal entity that succeeds to the obligations of the State of Florida, Agency for Workforce Innovation (Agency), or COALITION. If the ownership or corporate structure of PROVIDER changes, PROVIDER must notify COALITION 14 calendar days before the change so that COALITION may obtain the appropriate forms and information.

II. PROVIDER ELIGIBILITY

5. PROVIDER certifies that it has registered with COALITION on forms prescribed by the Agency, that any information supplied by PROVIDER is accurate and complete, and that it will notify COALITION within 14 calendar days of any change of the information submitted on those forms. PROVIDER is encouraged to notify COALITION prior to implementing changes as changes may result in PROVIDER's failure to comply with all VPK qualifications and requirements.
6. COALITION has reviewed the documents submitted by PROVIDER and, based on the information submitted, has determined that PROVIDER is currently eligible to deliver the VPK program. COALITION shall return a fully executed copy of this Agreement to PROVIDER as notification that PROVIDER is eligible to begin offering the VPK program. PROVIDER shall not offer the VPK program prior to receiving a fully executed copy of this Agreement from COALITION.
7. PROVIDER certifies and agrees to continually ensure each of its VPK instructor(s) and substitute instructor(s):

- a. Has a current attestation of good moral character on file with PROVIDER and COALITION;
 - b. Has provided documentation to be maintained in the files of PROVIDER and COALITION documenting that the individual has undergone a Level 2 background screening within the previous five (5) years in accordance with section 435.04, Florida Statutes, including a federal (Federal Bureau of Investigation), state (Florida Department of Law Enforcement), and local (county of the instructor's residence) screening which demonstrates that the individual is not ineligible to act as a VPK instructor;
 - c. Is eligible to be employed as a VPK instructor in accordance with section 435.06, Florida Statutes;
 - d. Is not ineligible to teach in a public school because his or her educator certificate is suspended or revoked;
 - e. Is qualified to act as a VPK instructor in accordance with sections 1002.55, 1002.61, and 1002.63, Florida Statutes.
8. PROVIDER certifies that it has a prekindergarten director, if required by section 1002.57, Florida Statutes, who has one of the following credentials at each VPK site for the majority of hours in which VPK instructional hours are being delivered:
- a. A child care facility director credential approved by the Florida Department of Children and Family Services under section 402.305(2)(f), Florida Statutes, if the child care facility director credential was issued before December 31, 2006; or
 - b. A VPK director credential approved by the Florida Department of Education under section 1002.57, Florida Statutes, if the child care facility director credential is issued after December 31, 2006.

III. PROGRAM REQUIREMENTS AND LOW PERFORMING PROVIDERS

9. PROVIDER agrees to deliver the VPK program in accordance with all of the requirements which are set forth in applicable statutes, rules, and this Agreement, including, but not limited to, standards relating to instructional hours; credentials, training, and background screenings of prekindergarten instructors; minimum and maximum VPK class sizes; developmentally appropriate curricula aligned with *Florida's Voluntary Prekindergarten Education Program Standards*; licensing standards established by the Florida Department of Children and Family Services and/or accrediting standards established by PROVIDER's accrediting organization, when applicable; and any statutory requirements which exceed the minimum standards established by the Florida Department of Children and Family Services or the accrediting organization.
10. PROVIDER certifies that it will use curricula to deliver VPK program instruction which:
- a. Are developmentally appropriate;
 - b. Are designed to prepare children for early literacy;
 - c. Enhance the age-appropriate progress of children in attaining each of the performance standards adopted by the Florida Department of Education (*see <http://www.fl DOE.org/earlylearning>*); and
 - d. Prepare children to be ready for kindergarten.
11. PROVIDER understands that, in accordance with section 1002.69(5), Florida Statutes, the Florida Department of Education will annually issue kindergarten readiness rates. PROVIDER understands that if it, or any of its public school VPK providers or private VPK providers, receives a kindergarten readiness rate which falls below the minimum readiness rate established by the State Board of Education, in accordance with section 1002.67(3)(c)1., Florida Statutes, PROVIDER must ensure an improvement plan and/or annual progress report is submitted in accordance with rules adopted by the Agency for Workforce Innovation. In the event that PROVIDER fails to meet the minimum readiness rate for a program type (school-year or summer) four consecutive times, PROVIDER may be removed from eligibility to offer the program type.

IV. CHILD ELIGIBILITY, ENROLLMENT, AND ATTENDANCE

12. PROVIDER understands that COALITION has ultimate responsibility for determining the eligibility of students enrolling in the VPK program. PROVIDER shall not admit a student into its VPK program without authorization from COALITION which shall generally be provided through a Certificate of Eligibility.
13. PROVIDER agrees that PROVIDER will notify COALITION upon admitting a student to PROVIDER's VPK program class in accordance with the procedures of COALITION and the rules of the Agency for Workforce Innovation. PROVIDER understands that it may be ineligible to receive payment if PROVIDER does not notify COALITION that the student has been admitted in accordance with the rules of the Agency.

14. PROVIDER certifies that PROVIDER will give a written copy of its attendance policy to the parent or guardian of each student at the time the student is admitted into PROVIDER's VPK program.
15. PROVIDER certifies that, if it chooses to remove a student admitted to PROVIDER's VPK program class(es), PROVIDER will submit to COALITION documentation specifying reasons for removing the student from the class within 14 days of the removal in accordance with COALITION's notification procedures.
16. PROVIDER agrees to document the daily attendance, to certify the monthly attendance, and to certify the annual cumulative attendance of each student admitted to PROVIDER's VPK program class(es) in accordance with rules of the Agency for Workforce Innovation. PROVIDER agrees that, after the annual cumulative attendance has been certified, the certified annual cumulative attendance may not be disputed for payment purposes.
17. PROVIDER agrees to require that the parent or guardian of each child in the VPK program verify, each month, the child's attendance on the prior month's certified child attendance, in accordance with the requirements of section 1002.71(6)(b)2., Florida Statutes. PROVIDER agrees to maintain the Student Attendance and Parental Choice Certificates which have been signed each month by a parent or guardian for each student admitted into PROVIDER's VPK program class(es) in accordance with the rules of the Agency for Workforce Innovation.

V. NONDISCRIMINATION AND PARENT PAYMENT

18. PROVIDER agrees that, in accordance with section 1002.53(6)(c), Florida Statutes, and associated federal and state laws, PROVIDER may not discriminate against any parent or child, including the refusal to admit a child to a VPK program class, on the basis of race, color, or national origin.
19. PROVIDER agrees that, in accordance with section 1002.71(8)(a), Florida Statutes, PROVIDER may not require payment of a fee or charge for services provided for a child in the VPK program during instructional hours reported for funding. PROVIDER may not require a fee or payment as a condition of enrollment or participation in the VPK program.
20. PROVIDER agrees that, in accordance with section 1002.71(8)(b), Florida Statutes, PROVIDER may not require a child to enroll for, or require the payment of any fee or charge for, supplemental services (e.g., "extended-day," "extended-year," "wrap-around," or "full-day" services) as a condition of admitting the child in the VPK program. PROVIDER agrees to schedule all VPK hours offered for any VPK class in a fashion which ensures that parents are not constructively required to enroll students in supplemental services or pay any fee or charge.
21. PROVIDER agrees that, if PROVIDER does not receive payment for offering VPK program instruction to a student, PROVIDER may not require the student's parent or guardian to pay for the services.

VI. COMPENSATION AND FUNDING

22. PROVIDER agrees that PROVIDER may not receive payment for VPK instruction for a student who has not been determined eligible for enrollment in the VPK Program or who has not been issued a Certificate of Eligibility.
23. PROVIDER understands that payments for each student may not exceed the amount of funding for one full-time equivalent (FTE) student, as established by the Florida Legislature, except that a student reenrolled for extreme hardship may receive more than one FTE. The amount of funding for one FTE student is calculated by multiplying the base student allocation provided in the General Appropriations Act by the county's district cost differential. The formula for FTE calculation is subject to revision by the Legislature during the course of the program year.
24. PROVIDER understands that PROVIDER will receive monthly payments in accordance with the rules of the Agency for Workforce Innovation. PROVIDER further understands that PROVIDER may elect to receive monthly advance payments based on the number of students enrolled in the PROVIDER's VPK program class(es) by checking the following box:

☒ PROVIDER understands that payments will be reconciled and adjusted in accordance with the rules of the Agency.

25. PROVIDER understands that COALITION will not issue a final payment to PROVIDER for the VPK program year until PROVIDER certifies the annual cumulative attendance of each child enrolled in PROVIDER's VPK program in accordance with the rules of the Agency.
26. PROVIDER agrees that, if the end-of-year reconciliation of payments reveals that PROVIDER received payments in excess of the amount owed to PROVIDER, COALITION will offset the overpayment against the final payment owed to PROVIDER for the program year and any future payments issued to PROVIDER for early learning programs. If PROVIDER ceases to offer early learning programs before the overpayment is fully offset, PROVIDER agrees to return the funds it was overpaid. If PROVIDER fails to return the funds it was overpaid, PROVIDER may be subject to collection efforts.
27. If PROVIDER is a Head Start Agency, PROVIDER understands that, in accordance with federal law, PROVIDER's Head Start programs must be "in addition to, and not in substitution for, comparable services previously provided without Federal assistance" (Title 42, United States Code, section 9835(c)).
28. If PROVIDER receives federal funds under Title 20, United States Code, sections 6311-6322 (Title I), PROVIDER understands that, in accordance with federal law, PROVIDER may "use [those Title I] Federal funds to supplement, [but] not [to] supplant non-Federal funds" (Title 20, United States Code, section 6314(a)(3)(B)).

VII. NOTIFICATION

29. PROVIDER agrees that it will comply with each of COALITION's notification requirements listed in Attachment 1_____ for the purpose of:
 - a. Providing notice of class transfers of children at the same provider location;
 - b. Providing notice of changes to information provided on Forms AWI-VPK 10 and AWI-VPK 11;
 - c. Providing notice of changes to class calendars;
 - d. Submitting written documentation demonstrating temporary closure and subsequent reopening; and
 - e. Providing notice and documentation of dismissal of students.
30. PROVIDER understands that failure to follow COALITION's notification requirements is noncompliance with this Agreement and may result in corrective action under Paragraph 41.

VIII. MAINTENANCE OF RECORDS, DATA, AND CONFIDENTIALITY

31. PROVIDER agrees that, in accordance with section 1002.72, Florida Statutes, records of students enrolled in the VPK program, including personal identifying information, are confidential and exempt from disclosure as public records. PROVIDER certifies that it will keep all VPK records confidential and disclose the records and information found within the records only in accordance with law or this Agreement. PROVIDER agrees that it will release the records of students enrolled in the VPK program to COALITION, COALITION's representative or agent, and/or the Agency upon request. PROVIDER further agrees that a parent of a VPK student has the right to inspect and review the records of his or her child and obtain a copy of his/her child's records.
32. PROVIDER certifies that it will maintain all VPK records, including the VPK records of each VPK student, VPK instructor, substitute instructor, or VPK director for the greater of: five (5) years after the student's last day of attendance or the employee's last day of employment as a VPK instructor, substitute instructor, or VPK director; until all investigations to which the records are pertinent have been resolved; or the time period established under the retention schedules and disposal process adopted under section 119.021(2), Florida Statutes.
33. In the event that PROVIDER permanently ceases to offer the VPK program before the conclusion of the retention period for VPK records as described in paragraph 32., whether as a result of unilateral or mutual termination of PROVIDER's eligibility to offer the VPK program or as a result of PROVIDER ceasing to do business, PROVIDER shall transfer all VPK records required to be maintained under paragraph 32. to COALITION, in a manner and form to be determined by COALITION, no later than the close of business on the day PROVIDER ceases to offer the VPK program.

34. PROVIDER shall provide complete and accurate information and data regarding the VPK program and students enrolled in PROVIDER's VPK program class(es) to COALITION and/or the Agency upon request.

IX. COMPLIANCE VERIFICATION

35. If PROVIDER is a public school district, then the public school district may choose to monitor the compliance of its public school(s) with statute, rules, and this Agreement, or to designate COALITION to monitor the school district's public school(s). If the public school district chooses to monitor the compliance of its public school(s), the public school district certifies that it will ensure each public school complies with statute, rules, and this Agreement and certifies that it will require corrective action plans from its public school(s) upon failure to comply with the terms of statute, rule, or this Agreement.
36. PROVIDER is a (check one):
☒ Public school district which chooses to monitor its public school VPK providers .
☐ Public school district which designates COALITION to monitor its public school VPK providers.
☐ Private VPK provider which will be monitored by COALITION.
37. If PROVIDER is monitored by COALITION, PROVIDER must permit COALITION, COALITION's representative or agent, or the Agency, at any reasonable time, to enter PROVIDER's VPK program site(s) to verify PROVIDER's compliance with the requirements of the VPK program. This paragraph does not convey authority to COALITION, COALITION's representative or agent, or the Agency to enforce licensing requirements established by the Department of Children and Family Services, accreditation requirements established by PROVIDER's accrediting organization, or impose any requirement beyond the requirements of statute, rule, and this Agreement.

X. TERMINATION AND NONCOMPLIANCE

38. PROVIDER and COALITION may mutually agree to terminate this Agreement or PROVIDER may unilaterally terminate this Agreement for any reason. PROVIDER must ensure that COALITION is notified at least 14 calendar days before PROVIDER terminates this Agreement so that COALITION can make arrangements for uninterrupted services for children admitted in PROVIDER's VPK program class(es). PROVIDER must, at least 7 calendar days prior to ceasing the VPK program, notify the parent or guardian of each student of the date on which PROVIDER will cease to offer the VPK program and ensure the parent or guardian receives a student reenrollment form.
39. Any obligation for payment under this Agreement is contingent upon an appropriation by the Florida Legislature. If funds required to finance this Agreement are unavailable, COALITION shall terminate this Agreement after providing written notice, delivered in person with proof of delivery or by certified mail with return receipt requested, at least 24 hours before termination of this Agreement. In the event of termination of this Agreement under this paragraph, PROVIDER shall be paid in accordance with rule 60BB-8.204, F.A.C., for the instructional hours completed prior to termination of the Agreement.
40. PROVIDER agrees that COALITION may require corrective action, withhold funds, or terminate this Agreement if PROVIDER fails to comply with the requirements of statute, rule, or this Agreement.
41. COALITION must notify PROVIDER in writing, of the failure to comply with the requirements of statute, rule, or this Agreement prior to requiring corrective action. The notice shall state the manner in which PROVIDER failed to comply with statute, rule, or this Agreement and state a date by which the corrective action must be completed. COALITION may temporarily withhold funds until PROVIDER completes the corrective action. If PROVIDER fails to complete the corrective action, COALITION may permanently withhold funds for the period PROVIDER was not in compliance after notifying PROVIDER in writing, delivered in person with proof of delivery or by certified mail with return receipt requested, at least 14 calendar days before the funds are permanently withheld. Actions taken under this paragraph are subject to dispute resolution as described in this Agreement.
42. COALITION may terminate this Agreement if PROVIDER fails to comply with statute, rule, this Agreement, or corrective action required under this Agreement or if the actions of PROVIDER substantially impair the provision of VPK instruction. COALITION shall notify PROVIDER in writing, delivered in person with proof of delivery or by certified mail with return receipt requested, at least 14 calendar days before terminating this Agreement under this paragraph. PROVIDER shall be entitled to

request dispute resolution, as described in this Agreement, regarding notice of termination, during the time period following receipt of notice and prior to termination of this Agreement. Engaging in the dispute resolution process tolls the termination of this Agreement under this paragraph.

43. Notwithstanding any other provision of this Agreement, COALITION may immediately terminate this Agreement upon revocation/termination of PROVIDER's licensure or accreditation. COALITION may also immediately terminate this Agreement upon a determination by the Department of Children and Family Services that the health and safety of students admitted to PROVIDER's VPK class(es) is currently in jeopardy, including, but not limited to, a finding that personnel do not have current level 2 background screenings.

XI. DISPUTE RESOLUTION

44. PROVIDER agrees to give COALITION the opportunity to address any disputes or disagreements concerning this Agreement by providing notice of the dispute in writing to COALITION. COALITION agrees to respond to the notice of the dispute or disagreement within 5 business days after receiving the dispute or disagreement, and, where applicable, to present a proposed method for resolution of the dispute or disagreement within 15 business days after receiving the notice. If PROVIDER does not agree to the proposed method for resolution or if COALITION fails to comply with the time requirements above, PROVIDER and COALITION agree to address the dispute or disagreement before a quorum of COALITION's board of directors or a committee of COALITION which is authorized to take final action on behalf of COALITION's board of directors.

XII. INDEMNIFICATION

45. PROVIDER is fully liable for the actions of its agents, employees, partners, contractors, and subcontractors and must indemnify, defend, and hold harmless COALITION, the Agency, and their officers, agents, employees, contractors, and subcontractors from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the PROVIDER, its agents, employees, partners, contractors, or subcontractors. If PROVIDER is a public school or school district, this paragraph is limited to the extent required by section 768.28, Florida Statutes.

XIII. SEVERABILITY

46. If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remaining terms and conditions remain in full force and effect.

XIV. AMENDMENTS

47. An amendment, attachment or exhibit may not be made a part of this Agreement unless the amendment, attachment or exhibit is provided in writing, signed by both the COALITION and the PROVIDER, and approved in writing by the Agency for Workforce Innovation. Requests to amend this agreement, including requests to use attachments or exhibits, shall be submitted to the Agency for Workforce Innovation at the email address: OELPOLICY@flaawi.com.

XV. EXECUTION OF AGREEMENT

PROVIDER and COALITION have caused this Agreement to be executed as of the date set forth in Paragraph 1:

☐ By Electronic Signature		☐ By Electronic Signature	
Signature of Authorized Coalition Representative	Date	Signature of Authorized Provider Representative	Date
Janet Chapman	CEO		
Print Name and Title		Print Name and Title	

VPK Statewide Provider Agreement (AWI-VPK 20) Attachment 1 – Pinellas County

The PROVIDER agrees to comply with:

A. Applicable portions of state law, including but are not limited to:

- Section 411.01, Florida Statutes, School Readiness Act,
- Chapter 1002, Florida Statutes, VPK Act
- F.A.C. 60BB
- Guidance documents provided by the Agency for Workforce Innovation
- Early Learning Coalition of Pinellas County, Inc. policies including the VPK Compliance Policy

III. Provider Eligibility

- A. Providers must submit the Statewide Provider Application (AWI-VPK 10) and the Class Registration Application (AWI-VPK 11) to become eligible to deliver the VPK program. The Coalition has ten business days to review the applications submitted by the provider and based on the information submitted, to determine that the Provider is eligible to deliver the VPK program. The VPK program may not begin before the provider receives notice of approval from the Coalition.
- B. After a Provider's receives notice of approval for a VPK class, if the class does not begin within five days of the approved schedule start date, the classroom will no longer be considered approved for VPK instruction. The Provider must re-submit the Class Registration Application (AWI-VPK 11) with an updated schedule for approval. The Coalition has ten business days to review the application submitted by the provider and based on the information submitted, to determine that the class is approved for VPK instruction. The VPK class may not begin before the provider receives notice of approval from the Coalition.

IV. Program Requirements

- A. VPK Instructors are required to have a Child Development Associate (CDA) or equivalent (CDAE, now called the FCCPC) and complete a 5-hour emergent literacy course. Training on the Florida Voluntary Prekindergarten (VPK) Education Standards is considered a best practice yet remains "optional" This training describes what four-year – old children should know and be able to do by the end of VPK. The Standards are designed to guide administrators and teachers as they develop and implement appropriate early learning environments.

V. Notification

- A. The PROVIDER agrees that it shall follow the requirements adopted by the COALITION of all changes in VPK class schedules.
- ☐ VPK class schedules may not be modified after the start of a VPK program.

2/3/2010

_____ Initial

B. The PROVIDER agrees that it shall follow the requirements adopted by the COALITION for submitting written documentation demonstrating the temporary closure of the PROVIDER'S VPK site.

- ☐ If a provider temporarily closes on a scheduled instructional day due to circumstances **within** the provider's control the provider will not be reimbursed for the instructional days disrupted by the closure.
- ☐ If a provider temporarily closes on a scheduled instructional day due to circumstances **outside** the control of the provider, they must notify the Coalition in writing. The Coalition *may* approve a waiver to allow the provider to modify their schedule.
- ☐ Temporary closures due to "emergency circumstances" described in **60BB-8.204 Uniform Attendance Policy for Funding the VPK Program** will be addressed in accordance with the rule.

C. The PROVIDER understands that failure to follow COALITION notification is noncompliance with the Agreement and may result in corrective action under paragraph 52.

VPK Statewide Provider Agreement (AWI-VPK 20)
Attachment 2 – Multiple Sites

Site Names	Physical Address
Azalea Elementary	1680 74th Street North, St. Petersburg 33710
Bardmoor Elementary	8900 Greenbriar Road, Seminole 33777
Bauder Elementary	12755 86th Avenue North, Seminole 33776
Bear Creek Elementary	350 61st Street South, St. Petersburg 33707
Belcher Elementary	1839 South Belcher Road, Clearwater 33764
Belleair Elementary	1156 Lakeview Road, Clearwater 33756
Blanton Elementary	6400 54th Avenue North, St. Petersburg 33709
Brooker Creek Elementary	3130 Forelock Road, Tarpon Springs 34688
Campbell Park Elementary	1051 7th Avenue South, St. Petersburg 33705
Curlew Creek Elementary	3030 Curlew Road, Palm Harbor 34684
Cypress Woods Elementary	4900 Cypress Woods Boulevard, Palm Harbor 34685
Leila Davis Elementary	2630 Landmark Drive, Clearwater 33761
Dunedin Elementary	900 Union Street, Dunedin 34698
Eisenhower Elementary	2800 Drew Street, Clearwater 33759
Frontier Elementary	6995 Hopedale Lane, Clearwater 33764
Fuguitt Elementary	13010 101st Street, Largo 33773
Garrison Jones Elementary	3133 Garrison Road, Dunedin 34698
Gulfport Elementary	2014 52nd Street South, Gulfport 33707
High Point Elementary	5921 150th Avenue North, Clearwater 33760
Douglas Jamerson Elementary	1200 37 th Street South, St. Petersburg 33711
Lake St. George Elementary	2855 County Road 95, Palm Harbor 34684
Lakewood Elementary	4151 6th Street South, St. Petersburg 33705
Lealman Elementary	4001 58 th Avenue North, St. Petersburg 33714
Lynch Elementary	1901 71st Avenue North, St. Petersburg 33702
Maximo Elementary	4850 31st Street South, St. Petersburg 33712
McMullen Booth Elementary	3025 Union Street, Clearwater 33759
Melrose Elementary	1752 13th Avenue South, St. Petersburg 33712
Mildred Helms Elementary	561 South Clearwater/Largo Road, Largo 33770
Mt. Vernon Elementary	4629 13th Avenue North, St. Petersburg 33713
New Heights Elementary	3901 37th Street North, St. Petersburg 33714
Nina Harris Exceptional	6000 70th Avenue North, Pinellas Park 33781
Northwest Elementary	5601 22nd Avenue North, St. Petersburg 33710
Oakhurst Elementary	10535 137th Street North, Largo 33774
Oldsmar Elementary	302 West Dartmouth Avenue, Oldsmar 34677
Ozona Elementary	601 Tampa Road, Palm Harbor 34683

2/1/2011

_____ Initial
 _____ Date

VPK Statewide Provider Agreement (AWI - VPK 20)

Attachment 2 – Multiple Sites

[illegible]

2/1/2011

_____ Initial
_____ Date

05/07/13 10:30 AM

Regular School Board Meeting301 Fourth Street SW
Largo, FL 33770**Pinellas County
Schools****SCHEDULED****REQUEST FOR APPROVAL (ID # 3976)**

May 7, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval of the Health Agreement Between Westminster Suncoast and the School Board of Pinellas County

BACKGROUND:

Pinellas County Schools offers health science education classes and clinical experiences at the health facilities in the community. Clinical opportunities offer our students real world, hands-on experiences that cannot be duplicated in a classroom or career technical lab and are a required part of the health science curriculum. The above listed agency has signed an agreement for Pinellas County Schools' health science education program students to obtain the necessary clinical experience at the agency.

STRATEGIC DIRECTION/GOAL: Student Achievement

ALTERNATIVES:

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

RECOMMENDATION:

Alternative # 1 is recommended.

RATIONALE:

This type of agreement is routine and provides opportunities not otherwise available to students to experience work with patients.

IMPACT STATEMENT:

There is no cost to the district.

DATA SOURCES

David Barnes, Executive Director, Career, Technical and Adult Education
 Susan Goldman, Supervisor, Family and Consumer Sciences and Health Science Education
 David Koperski, School Board Attorney

SUBMITTED BY:

William Lawrence, Associate Superintendent, Teaching and Learning Services

ATTACHMENTS:

- Consent - Westminster SunCoast Agreement (PDF)

HEALTH SCIENCE EDUCATION CLINICAL AGREEMENT

This Health Science Education Clinical Agreement, hereinafter referred to as the "Agreement," is made and entered into this 7 day of May, 2013 by and between THE SCHOOL BOARD OF PINELLAS COUNTY, P.O. Box 2942, Largo, Florida 33779-2942, hereinafter referred to as the "Board," and WESTMINSTER SUNCOAST 1095 Pinellas Point Dr. S., St. Petersburg, Fl. 33705, hereinafter referred to as the "Agency."

WITNESSETH:

WHEREAS, the Board offers an approved program of study in the field of Health Science Education; and

WHEREAS, the Board desires that its students obtain the necessary clinical experience at the Agency in order to implement its Health Science Education programs; and

WHEREAS, the Agency desires to cooperate with the Board in implementing the above stated objective;

NOW, THEREFORE, in consideration of the mutual promises contained in the Agreement, the Agency and the Board agree as follows:

THAT the Board's faculty and students enrolled in the above-named program of the Board may have access to and participate in Agency programs as determined by mutual agreement of the Agency and Board.

THAT the number of students and the specific dates when the students of the Board will be utilizing the various departmental facilities of the Agency will be set up and agreed upon by both parties in advance of the specific session. Learning experiences in the departments will be selected by the faculty and approved by the Agency and the days and hours planned by the faculty of the Board in cooperation with the Agency.

THAT the Board and the Agency will make no distinction in the selection of staff or the admission of students on the basis of race, age, sex, religion, color, disability, ethnicity, national origin, sexual orientation, or marital status.

THAT the Agency may require the Board to withdraw a faculty member or student from its facilities whose conduct or work with patients or personnel is not, in the opinion of the administration of said Agency, in accordance with acceptable standards or performance.

THAT this Agreement shall become effective upon the date of signature of both parties, and shall remain in effect for a term of five (5) years.

THAT this Agreement may be terminated by either party at any time without cause by giving thirty (30) days prior written notice to the other party; provided, however, such termination shall not become effective as to students already enrolled and participating in the program until such time as the program then in progress is completed.

THAT the parties agree to adhere to the additional contractual obligations and possess such additional contractual rights described below.

THE RESPONSIBILITIES OF THE BOARD ARE:

- 1) To use the proper Agency channels to make plans for observation and practice experience.
- 2) To comply with current policies and procedures of the Agency and to require the faculty and students enrolled in the program to comply with such policies and procedures of Agency.
- 3) To require that students wishing to participate in Agency's program successfully complete a Level 2 criminal background screening at their own expense through Board's established fingerprinting and criminal background screening procedures.
- 4) To provide evidence that faculty has current credentials, licenses, and competencies specific to the subject matter for which they are responsible for teaching.

5) To provide the instruction, supervision, guidance and evaluation required by the program.

6) To orient Agency personnel to the goals and objectives of the learning experiences.

7) To warrant that students in the Board program who are receiving clinical experience at the Agency are enrolled in the appropriate Board course and have knowledge and skill appropriate to the clinical assignment.

8) To require that the faculty and students wear picture identification tags identifying their status while on Agency premises. The faculty and students of the Board are not to be considered as agents, officers, servants, or employees of the Agency.

9) To require that the faculty and students, upon beginning their learning experience at the Agency, provide the Board with documentation of:

a. Two (2) TB Skin Tests (Mantoux), one within the past year and one within the previous month. If no previous TB Skin Tests (Mantoux) have been given, the tests will be administered one week apart (2-step) per the Center of Disease Control (CDC) guidelines, with the results of both tests documented. Positive tests need to be evaluated by the Health Department.

b. Current immunization or immunity to the following diseases:

1. Rubella

4. Tetanus

2. Rubeola

5. Diphtheria

3. Varicella

Proof of immunization or immunity will be demonstrated through written documentation from a physician or by laboratory confirmation.

c. Hepatitis B Vaccine (HBV), as indicated by the Occupational Safety and Health Administration guidelines (OSHA). Those who refuse HBV will sign a declination statement.

The faculty and students will comply with all Agency policies and procedures concerning clearance to work at the Agency if they have any symptoms of sickness. The Board agrees to emphasize to the students the importance for such policies and procedures.

10) To educate students before beginning their learning experiences about the risks of accidental exposure to air/blood borne pathogens, universal precautions, the use of protective devices and other preventative measures, and the importance of past exposure medical evaluation and follow-up.

11) To provide involved students with information regarding an exposure incident.

12) To encourage and assist students to obtain past exposure medical evaluation and follow-up including all necessary laboratory testing in the event a significant exposure occurs.

13) The Board will provide general liability insurance with minimum limits of \$1,000,000 per occurrence and \$1,000,000 aggregate for each student participating in the program covered by this Agreement. Upon request by the Agency, the Board will provide a copy of the certificate of such insurance.

14) To assure that every student has personal medical/accident insurance or has signed a verification of personal responsibility for same. The student shall be responsible for arranging his/her medical care and/or treatment including transportation in case of illness and/or injury while participating in the program at the Agency. It is understood that the students participating under this Agreement are not entitled to any benefits or workers' compensation in the event of any injury occurring on the premises of the Agency.

15) Board and its agents, students, faculty, representatives and employees agree to keep strictly confidential and hold in trust all confidential information of Agency and/or its patients and not disclose or reveal any confidential information to any third party without the express prior written consent of Agency except as required by law or as authorized by Agency. Board shall not disclose the terms of this Agreement to any person who is

not a party to this Agreement, except as required by law or as authorized by Agency. Unauthorized disclosure of confidential information or of the terms of this Agreement shall be a material breach of this Agreement and shall provide the defaulting party with the option of pursuing remedies for breach, or notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to non - defaulting party.

16) Subject to the monetary limitations of Section 768.28, Florida Statutes, School Board agrees to be responsible for the negligence of its officers, employees and agents in connection with the implementation of this Agreement. The School Board agrees to provide, upon request from Agency, an acceptable certificate of self-insurance as proof of insurance coverage and further agrees to maintain such self-insurance throughout the term of this Agreement. This provision does not apply to the acts or omissions of students.

THE RESPONSIBILITIES OF THE AGENCY ARE:

- 1) To provide opportunities for observation and practice experience with students in a classroom setting
- 2) To provide adequate classroom and conference room space, library facilities and the use of available instructional materials where applicable.
- 3) To assist in the orientation of faculty and students to the physical facilities, policies and procedures of the Agency, as required.
- 4) To allow the students and faculty, at their own expense, to use the cafeteria facilities (where applicable) in the Agency, if they so desire.
- 5) To provide assistance with health screening of children as needed, including vision, growth and blood pressure readings.
- 6) To allow opportunities to accompany children to their dental visits for observation.
- 7) To hold the School Board, its employees and agents harmless, and to indemnify and defend the School Board, on account of the acts of the Agency, or its employees or

agents, arising from or during or caused by the performance of this Agreement. This agreement to indemnify and hold harmless shall be limited to the extent the School Board may be liable under Section 768.28 Florida Statutes, up to the amount of any claim bill passed by the Legislature of the State of Florida. The Agency agrees to provide an acceptable certificate of professional liability insurance as proof of coverage sufficient to indemnify the School Board in the amounts specified in Section 768.28 Florida Statutes, and further agrees to maintain such insurance throughout the period of this Agreement.

SCHOOL BOARD:

Date _____

By: _____
ChairpersonAttest: _____
Superintendent

Approved as to form:

David Kyndt
School Board Attorney's Office**AGENCY:**Date 4-10-13By: MBTitle: Executive DirectorAttest: Pam LockhartTitle: Executive Assistant

SCHEDULED

REQUEST FOR APPROVAL (ID # 3977)

May 7, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval of Lease Agreement with WorkNet Pinellas Inc., and the School Board of Pinellas County

BACKGROUND:

WorkNet Pinellas, Inc., is the local workforce board whose role it is to connect employers with job seekers in Pinellas County. WorkNet operates a series of One Stop Centers throughout the county where individuals seeking employment can go and avail themselves of services at one location. The southernmost One Stop Center in Pinellas is located on the campus of pTEC St. Petersburg. WorkNet has leased the facility located at 3420 8th Avenue South, St. Petersburg, FL, on the property of pTEC St. Petersburg since 2008. This is a five-year renewal of that lease.

STRATEGIC DIRECTION: Managing Productive Systems

ALTERNATIVES:

1. Approve the renewal of the Lease Agreement
2. Do not approve the renewal of the Lease Agreement

RECOMMENDATION:

Alternative 1 is recommended.

RATIONALE:

WorkNet Pinellas, Inc. operates a series of One Stop Centers throughout Pinellas County, linking employers with job seekers. The location immediately adjacent to pTEC St. Petersburg provides WorkNet Pinellas, Inc. the ability to locate a One Stop Center in an area convenient to the south St. Petersburg community and provides students at pTEC St. Petersburg immediate access to a variety of employment opportunities and career information resources. As part of the agreement, WorkNet Pinellas, Inc. refers clients to pTEC St. Petersburg and other Pinellas County School Board postsecondary career, technical and adult education programs. Clients choosing to do so can literally leave WorkNet and enroll in a training, or adult education program, at pTEC St. Petersburg or any other Pinellas County Schools postsecondary facility. This lease agreement is mutually beneficial to both parties.

IMPACT STATEMENT:

Costs to the district are offset by rent collected.

DATA SOURCE:

David Barnes, Executive Director, Career, Technical and Adult Education
 David Koperski, School Board Attorney

SUBMITTED BY:

William Lawrence, Associate Superintendent, Teaching and Learning Services

ATTACHMENTS:

- Consent - WorkNet Lease Renewal (PDF)

LEASE AGREEMENT

BETWEEN

THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA ("Lessor")

AND

WORKNET PINELLAS, INC. ("Lessee")

This Lease Agreement ("Lease") is made effective this 7 day of May, 2013, between The School Board of Pinellas County, Florida, a political subdivision of the State of Florida ("Lessor"), with its administrative offices located at 301 4th Street S.W., P.O. Box 2942, Largo, FL 33779-2942, and WORKNET PINELLAS, INC. ("Lessee"), a not-for-profit corporation organized and existing under the laws of the State of Florida, with a principal place of business at 13805 58th Street North, Suite 2-140, Clearwater, FL 33760.

ARTICLE 1. LEASED PREMISES

Description of Leased Premises

1.01. Lessor leases to Lessee, and Lessee rents and accepts from Lessor, certain school facilities located at 3420 8th Avenue South, St. Petersburg, FL, consisting of the eastern 15,105 square feet of Building 4 as shown in Exhibit "A" attached hereto (the "Premises"). The Premises shall be used to establish a "ONESTOP Center", which is an employee referral and placement center. Vehicular access and parking for ONESTOP Center shall be as designated by the Lessor.

Improvement to Premises

1.02. The Lessee may, with the prior written approval of the Lessor, make improvement to the Premises at Lessee's sole expense, including, but not necessarily limited to, electrical, information technology, signage, flooring, painting and cubicles. Prior to vacating the Premises upon termination of the Lease term, Lessee shall remove so many of the improvements as Lessor shall direct, and shall provide Lessee reasonable notice to accomplish such removal.

ARTICLE 2. TERM AND RENT

Term of Lease

2.01. The term of the Lease shall be for five (5) years, commencing on May 13, 2013 and ending on May 12, 2018, unless terminated at an earlier date for any reason set forth in this Lease.

Holdover

2.02. If Lessee holds over after the expiration of the Lease Term and continues to pay rent without objection from Lessor, the Lessee's tenancy shall be from month to month on all the terms and conditions of this Lease.

Rent

2.03. Lessee shall pay rent to Lessor in the amount of \$11.25 per square foot of leased space per year, which rent shall be without notice or demand and without abatement, reduction, or set-off for any reason, at the office of Lessor or any other place that Lessor may designate in writing.

Consideration for Reduced Rent

2.04. In consideration for the reduced rent charged to the Lessee, Lessee agrees to actively refer its clients to the Lessor's Pinellas Technical Education Centers programs (pTEC) and other appropriate Pinellas County School Board educational programs. Lessee shall serve as placement agent of pTEC graduates at no cost to Lessor or to the graduates.

Early Termination

2.05. In the event that Lessee's funding is substantially reduced in a manner that prohibits the continuation of Lessee's operations in the manner and nature as at the Lease commencement date, Lessor agrees, at Lessor's sole discretion, to either 1) negotiate a modification of this Lease by reducing the amount of space leased and the resultant Lease payments, or 2) terminate the Lease and release Lessee from any further obligations hereunder. In the event that Lessee's funding is discontinued, Lessor agrees to terminate this Lease and release Lessee from any further obligations hereunder. Lessee will provide the Lessor a minimum ninety (90) day notice of reduced or discontinued funding. In addition, either party may terminate this lease without cause upon 180 days written notice.

ARTICLE 3. USE

Primary Use

3.01. Lessee shall have the right to use the Premises for a ONESTOP Center for employee referral, placement and related services.

ARTICLE 4. LAWS AND GOVERNMENTAL REGULATIONS

Compliance With Legal Requirements

4.01. Lessee shall promptly comply with all laws and ordinances, and all orders, rules, regulations, and requirements of federal, state, and municipal governments

and appropriate departments, commissions, boards, and officers of these governments ("Legal Requirements") throughout the Term of this Lease, and without cost to Lessor. Lessee shall promptly comply with these Legal Requirements whether they are foreseen or unforeseen, or ordinary or extraordinary.

ARTICLE 5. LIENS AND ENCUMBRANCES

Creation Not Allowed

5.01. Lessee shall not create, permit, or suffer any mechanics' or other liens or encumbrances on or affecting the Premises or the fee estate of Lessor.

Discharge After Filing or Imposition

5.02. If any lien or encumbrance shall at any time be filed or imposed against the Premises or the fee estate of Lessor, Lessee shall promptly cause the lien or encumbrance to be discharged of record. If Lessee shall fail to cause the lien or encumbrance to be so discharged, then in addition to any other right or remedy of Lessor, Lessor shall be entitled but not obligated to discharge the lien or encumbrance either by paying the amount claimed to be due or by procuring the discharge by deposit or by bonding proceedings. In any event, Lessor shall be entitled to compel the prosecution of an action for the foreclosure of any lien or encumbrance by the leinor and to pay the amount of the judgment for and favor of the leinor with interest, costs, and allowances if Lessor elects to take this action. All amounts paid by Lessor and all of its costs and expenses in connection with the actions taken by Lessor, including court costs, reasonable attorneys' fees, and interest at the highest legal rate in effect at the time these moneys are due, shall be deemed to be additional rent under this Lease and shall be paid by Lessee to Lessor promptly on demand by Lessor.

Lessor Not Liable for Labor, Services, or Materials Furnished to Lessee

5.03. Lessor shall not be liable for any labor, services, or materials furnished or to be furnished to Lessee or to any sublessee in connection with any work performed on or at the Premises, and no mechanics' lien or other lien or encumbrance for any labor, services, or materials shall attach to or affect Lessor's fee estate in the Premises.

Phone and Communication Equipment

5.04. Lessee is responsible for providing at Lessee's sole expense all phone or other communications' equipment.

Office Equipment and Supplies

5.05. Lessee is responsible for providing at Lessee's sole expense all paper goods; office consumables; copies, copiers and copier maintenance, and supplies.

5.06. Lessee is responsible for the operation and monitoring of the Sonitrol access control security system for the Premises

ARTICLE 6. INSURANCE AND INDEMNITY

Property and Personal Injury Liability Insurance

6.01. At all times during the Term of this Lease, Lessee shall maintain, at its sole cost, comprehensive broad-form general public liability insurance against claims and liability for personal injury, death, and property damage arising from the use, occupancy, disuse, or condition of the Premises and Improvements, and adjoining areas. The insurance shall be carried by insurance companies authorized to transact business in the State of Florida, selected by Lessee and approved by Lessor. In addition, the following conditions shall be met:

- (a) The insurance provided pursuant to this Paragraph 6.01 shall be in an amount no less than \$1,000,000 for property damage, and in an amount no less than \$1,000,000 for one person and \$1,000,000 for one accident for personal injury.
- (b) The insurance shall be maintained for the mutual benefit of Lessor and Lessee, any succeeding owners of the fee title in the Premises, and any successors and assigns of this Lease. The insurance policy or policies shall name both Lessor and Lessee as insureds.
- (c) The amounts of insurance shall be increased as Lessor may reasonably require from time to time to account for inflation, or generally increased insurance settlements or jury verdicts.

Certificates of Insurance

6.02. Upon execution of this Lease, Lessee shall furnish Lessor with a certificate of all insurance evidencing coverages required by this Article 6. Lessee agrees that if it does not keep this insurance in full force and effect, Lessor may notify Lessee of this failure, and if Lessee does not deliver to Lessor certificates showing all of the required insurance to be in full force and effect within ten days after this notice, Lessor may, at its option, take out and pay the premiums on the insurance needed to fulfill Lessee's obligations under the provisions of this Article 6. On demand from Lessor, Lessee shall reimburse Lessor the full amount of any insurance premiums paid by Lessor, with interest at the rate of ten percent per annum from the date of Lessor's demand until reimbursement by Lessee.

6.03. Lessor shall not be liable for any loss, damage, or injury of any kind or character to any person or property arising from any use of the Premises or Improvements, or caused by any defect in any building, structure, equipment, facility, or other improvement on the Premises, or caused by or arising from any act or omission of Lessee, or any of its agents, employees, licensees, or invitees, or by or from any accident, fire or other casualty on the eland, or occasioned by the failure of Lessee to maintain the premises in safe condition. Lessee waives all claims and demands on its behalf against Lessor for any loss, damage, or injury, and agrees to indemnify and hold Lessor entirely free and harmless from all liability for any loss, damage, costs, or injury of other persons, and from all costs and expense arising from any claims or demands of other persons concerning any loss, damage, or injury, caused other than by the negligent or intentional act or omission of Lessor.

ARTICLE 7. MISCELLANEOUS

Maintenance and Repairs

7.01. Lessor shall be responsible for all structural repairs and maintenance to include, without limitation, roof repair, HVAC including filters and vents, and parking area. Lessor will be responsible for basic grounds maintenance. Any landscaping Lessee desires will be at the approval of the Lessor and will be funded and maintained by Lessee.

Lessor shall clean or replace the existing HVAC vent system.

Utilities

7.02. Lessor shall be responsible for the cost and expense of all utility services supplied to the Premises, to include electric, water, sewer, and garbage.

Janitorial Services

7.03. Janitorial services and supplies are the responsibility of the Lessee.

ARTICLE 8. DEFAULT

Events of Default

8.01. (a) Any one of more of the events listed in Subparagraphs (b) through (f) of this Paragraph 8.01 shall constitute a default under this Lease.

(b) Lessee's failure to pay rent within 30 days after the rent becomes due and payable in accordance with the terms, covenants, and agreements of this Lease shall constitute a default under the lease.

(c) Lessee's failure to observe or perform or cause to be observed or performed any other term, covenant, or agreement under this Lease, and continuation of this failure for a period of thirty days after Lessor's written notice to Lessee specifying the nature of Lessee's failure shall constitute a default under this Lease. However, a failure as described in this Subparagraph (b) shall not constitute a default if it is curable but cannot with reasonable diligence be cured by Lessee within a period of thirty days, and if Lessee proceeds to cure the failure with reasonable diligence and in good faith.

(d) Lessee's abandonment of the Premises and Improvements shall constitute a default under this lease.

(e) The occurrence of both of the following events at the date of the commencement of this Lease or during its effective Term shall constitute a default under this Lease:

(1) Filing a petition in bankruptcy or insolvency, for reorganization or the appointment of a receiver or trustee of all or a portion of Lessee's property, by or against Lessee in any court pursuant to any statute either of the United States or of any state.

(2) Lessee's failure to secure a dismissal of the petition within sixty days after its filing.

(f) Lessee's assignment of the leasehold interest under this Lease for the benefit of creditors shall constitute a default under this Lease.

Notice of Election to Terminate Lessee's Possession

8.02. Subject to the provisions of Article 7, if any event creating default occurs, Lessor may elect to terminate Lessee's right of possession under this Lease after thirty days from the date of service of notice of the election. If this notice is given, all of Lessee's rights, title, and interest in the Premises shall expire completely at the expiration of the thirty days, and Lessee shall quit and surrender the Premises and any Improvements erected on the Premises to Lessor.

Lessor's Entry After Termination of Lessee's Possession

8.03. At any time after the termination of Lessee's right of possessions under this Lease pursuant to Paragraph 8.02 of this Lease, Lessor may enter and possess the Premises and Improvements by summary proceedings, ejectment, or otherwise, and Lessor may remove Lessee and all other persons and property from the Premises and Improvements. If Lessor takes the actions described in this Paragraph 8.03, Lessor may then possess the Premises and Improvements and assume the right to receive all rents, income, and profits from the Premises and Improvements, and Lessor may also sell any of the improvements.

ARTICLE 9. EXPIRATION OF TERM

Lessee's Delivery of Possession After Termination or Expiration

9.01. On the expiration date of this Lease as set forth in Paragraph 2.01 of this Lease, or the termination of Lessee's possession under this Lease pursuant to Paragraph 8.03, or any entry or possession of the Premises and Improvements by Lessor, pursuant to Paragraph 8.03 (collectively referred to as the "Expiration Date"), Lessee shall promptly quit and surrender the Premises and Improvements, and deliver to Lessor actual possession and ownership of the Premises and Improvements in good order, condition, and repair.

Lessee's Removal of Movable Objects

9.02. Lessee shall have the right to remove from the Premises and Improvements all movable trade fixtures, movable equipment, and articles of personal property used or procured for use in connection with the operation of its business on or before the Expiration Date, provided that Lessee shall promptly repair, or cause to be repaired, any damage resulting to the Premises or Improvements by reason of the removal. Any trade fixtures, equipment, or articles of personal property of Lessee that remain at or on the Premises after the Expiration Date shall be deemed to have been abandoned by Lessee, and may either be retained by Lessor as its property or disposed of by Lessor without accountability to Lessee for the value of these trade fixtures, equipment, or articles of personal property, or any proceeds derived from the sale of these items.

ARTICLE 10. GENERAL PROVISIONS

No Waiver of Breach by Lessor's Actions

10.01. The failure of Lessor to seek redress for violation of, or to insist on the strict performance of any covenant, agreement, term, provision, or condition of this Lease shall not constitute a waiver of the covenant, agreement, term, provision, or condition. The receipt by Lessor of rent with knowledge of the breach of any covenant, agreement, term, provision, or condition of this Lease shall not be deemed a waiver of that breach.

Waiver of Any Provision Must Be Written

10.02. No provision of the Lease shall be deemed to have been waived, unless the waiver is in writing and signed by the party against whom enforcement is sought. No payment by Lessee or receipt by Lessor of a lesser amount than the rent stipulated in this Lease shall be deemed to be other than for the payment of rent or other charge owing by Lessee, as Lessor shall elect. No endorsement or statement on any check or any letter accompanying any check or payment as rent shall be deemed binding on Lessor or deemed an accord and satisfaction,

and Lessor may accept a check or payment from Lessee without prejudice to Lessor's right to recover the balance of the rent or other charges owing by Lessee, and without limitation on Lessor's right to pursue each and every remedy in this Lease or provided by law. Each right and remedy of Lessor provided for in this Lease shall be cumulative and in addition to every other right or remedy provided for in this Lease, or now or later existing at law, in equity, by statute, or otherwise.

Entire Agreement

10.03. This Lease and the Exhibit(s) annexed to the Lease contain the entire agreement between Lessor and Lessee, and any agreement made after the execution of this Lease between Lessor and Lessee shall be ineffective to change, modify, waive, release, discharge, terminate, or effect a surrender or abandonment of this Lease, in whole or in part, unless that agreement is in writing and signed by the party against whom enforcement is sought.

Notices

10.04. All notices and demands of any kind that either party may be required or may desire to give to the other in connection with this Lease must be given by registered or certified mail, return receipt requested, with postage fully prepaid and addressed to the party to be served at the party's address set forth above. Any notice shall be deemed received on first attempted delivery. Any party may change the address to which notices to that party are to be directed by notice given in the manner provided in this Paragraph 10.04.

Lessor's Entry and Inspection of Premises

10.05. Lessor, or its agents or designees, shall have the right to enter the Premises and Improvements during reasonable business hours for inspection, or to complete any work that may be necessary because of Lessee's default under any of the terms, covenant, and conditions of this Lease continuing beyond the applicable periods of grace, or to exhibit the Premises and Improvements to potential buyers and agents.

Partial Invalidity or Unenforceability

10.06. If any term, covenant, or condition of this Lease shall be invalid or unenforceable to any extent, the remainder of the terms, covenants, and conditions of this Lease shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

Meaning of Term "Lessor"

10.07. The term "Lessor", as used in this Lease in relation to Lessor's covenants and agreements under this Lease, shall be limited to mean and include only the

owner or owners of the fee title to the Premises at the time in question. In the event of any conveyance of this fee title, Lessor named in this Lease and each subsequent grantor shall be automatically relieved, at the date of the conveyance, of all liability in respect to the performance of any of Lessor's covenants and agreements remaining to be performed after the date of conveyance, and each grantee shall be bound by all the covenants and agreements remaining to be performed under the Lease during the time of grantee's ownership.

Individuals Benefited by Lease

10.08. The Lease shall inure to the benefit of and be binding on Lessor and Lessee and their respective successors, and assigns except as otherwise provided in this Lease.

Assignment and Subletting

10.09. This Lease and the Term and estate granted by this Lease, or any part of this Lease or that Term and estate, may not be subleased or assigned, without Lessor's written consent.

Quite Enjoyment

10.10. Lessor covenants and agrees that Lessee, on payment of the rent and other charges provided for in this Lease and fulfillment of the obligations under the covenants, agreements, and conditions of this Lease, shall lawfully and quietly hold, occupy, and enjoy the Premises during the Term of this Lease without any interference from anyone claiming through or under Lessor.

IN WITNESS WHEREOF, Lessor and Lessee have executed and signed this Lease or have caused this Lease to be executed and signed as of the day and year first written above.

Lessor

The School Board of Pinellas County,
Florida

Lessee

WorkNet Pinellas, Inc.

By: _____

By: _____

Attest: _____

Printed Name

Title

Approved as to form:



School Board Attorney

SCHEDULED

REQUEST FOR APPROVAL (ID # 3962)

May 7, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval of the Agreement With American College Testing, Inc. (ACT),
 Permitting the use of School Board Facilities as Testing Sites

BACKGROUND:

The school board has offered ACT, Inc. the use of Board facilities as testing sites for many years without an Agreement or Facility Lease in place. The agreement is for a period of one year beginning September 1, 2013 and ending August 31, 2014.

STRATEGIC DIRECTION: Community Relations

ALTERNATIVES:

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

RECOMMENDATION:

Alternative No. 1 is recommended.

RATIONALE:

One of the school district's effective and efficient operation aims is the establishment and maintenance of productive relationships to broaden the capacity to meet the varied needs of all students. The agreement will permit the continued use of school board facilities by meeting the students and parents requests for sites for the American College Testing test. Approving the agreement in lieu of leases at each school reduces paperwork for schools and district staff while maintaining insurance coverage, cost recovery when applicable and documentation of use.

IMPACT STATEMENT:

The agreement does not require any commitment of funds by the school board.

DATA SOURCE:

David Koperski, School Board Attorney
 Lori Girard, Real Estate Leasing Analyst
 Nicole Burt, Contract & Training Specialist, ACT, Inc.

SUBMITTED BY:

Michael Bessette, Associate Superintendent, Operational Services

ATTACHMENTS:

- ACT Agreement (PDF)

A G R E E M E N T

THIS AGREEMENT made and entered into this _____ day of _____, 2013, by and between the School Board Of Pinellas County, Florida, 301 - 4th Street SW, Largo, Florida herein referred to as the "Board" and ACT, Inc., herein referred to as "ACT."

W I T N E S S E T H :

WHEREAS, ACT has used the Board's school facilities as testing sites, and desires to continue said use; and

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

NOW, THEREFORE, in consideration of the covenants herein contained, and other good and valuable consideration, the Board agrees to permit ACT to meet at various school sites under the following terms and conditions:

1. The term of this Agreement will be for a period of one year, beginning September 1, 2013, and ending August 31, 2014.
2. ACT will be permitted the use of Board facilities at dates and times to be approved by the principal or director of each facility.
3. ACT will reimburse the Board for the direct costs associated with custodial wages at rates determined by school district staff. The Board will invoice ACT two (2) times a year, said payment to be calculated by the Board's designated representative, based on the number of schools and number of custodial hours used. ACT will send their reimbursements to the Board's accounting department according to the following schedule.
 - a) Fall (first) semester reimbursement is due by February 15th and covers the period beginning with the first day of the fall (first) semester and ending with the last weekday of the fall (first) semester.
 - b) Spring (second) semester reimbursement is due by July 15th and covers the

period beginning with the first day of the spring (second) semester and ending with the Friday of the final-day-of-school week of the spring (second) semester.

4. ACT will maintain Board facilities and surrounding area in a clean and sanitary condition after use by their employees, agents, volunteers, or invitees. ACT and all its invitees will abide by all Board policies on use of Board facilities, including policies which state that the consumption of tobacco products or alcoholic beverages on Board property, including any outside areas, is prohibited.

5. ACT agrees to indemnify and hold harmless the Board, its officers, agents, and employees, from and against any and all claims and causes of action whatsoever, including personal injury and property damages, as well as attorneys' fees and costs, arising out of or relating to ACT's performance under this Agreement, except to the extent that such claim or cause of action arises out of the negligence of the Board, its officers, agents, and employees, while acting within the scope of their agency or employment. ACT will provide the Board a certificate of comprehensive general liability insurance coverage in the amount of at least \$1,000,000, listing the School Board of Pinellas County, Florida, as additional insured. The Board agrees to be responsible for its own acts of negligence, or its respective agents' or employees' acts of negligence when acting within the scope of their agency or employment, and agrees to be liable for any damages proximately caused thereby; provided, however, that the Board's liability is subject to the monetary limitations and defenses imposed by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by the Board, nor shall anything herein be construed as consent by the Board to be sued by any third party for any cause or matter arising out of or related to this Agreement. The Board will provide, if requested, to ACT proof of insurance coverage or self-insurance in the amounts set forth in Florida statutes. ACT's duty to indemnify and hold harmless shall survive termination of this Agreement.

6. The Board and ACT will not assign this Agreement or sublet the facilities or any part thereof without the written consent of the other party.

7. ACT agrees that the Board's officers, agents, and staff will have the right to enter and inspect the Board's facilities and the operations being conducted thereon at reasonable times.

8. This Agreement will remain in effect unless terminated by either party as follows:

(a) Upon breach of this agreement by a party, the other party will give written notice of termination of this Agreement specifying the claimed breach and action required to cure the breach. If the breaching party fails to cure the breach within five (5) days from receipt of said notice, then the contract will terminate ten (10) days from receipt of the written notice;

(b) Either party may terminate this agreement by giving written notice to the other party that the Agreement will terminate thirty (30) days from the receipt of said notice by the other party.

9. The Board and ACT 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 ACT's Chief Executive Officer, or their specific designees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and
year first above written.

ACT, INC

By _____
Chief Executive Officer

SCHOOL BOARD OF PINELLAS
COUNTY, FLORIDA

By _____
Chairperson

Attest:

Superintendent

Approved as to Form

David K. [Signature]
School Board Attorney

Attachment: ACT Agreement (3962 : Agreement - ACT, Inc. - School Facilities)

SCHEDULED

REQUEST FOR APPROVAL (ID # 3963)

May 7, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval of the Renewal of the Agreement With Brookwood Florida Central, Inc. for the Board to Prepare and Paint a Block Wall Between Brookwood Florida Central, Inc., and Campbell Park Elementary School

BACKGROUND:

Brookwood Florida Central, Inc., herein called Brookwood, is a residential facility for adolescent girls, located immediately east of Campbell Park Elementary School. In 2008 an agreement was developed that permits the school district to paint the top and school-side portion of Brookwood's wall (see Exhibit "A") that separates the Brookwood facility and Campbell Park Elementary School. The Board is not required to structurally maintain the wall. The renewal of this agreement is for a period of ten (10) years beginning June 17, 2013 and ending June 16, 2023.

STRATEGIC DIRECTION: Community Relations

ALTERNATIVES:

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

RECOMMENDATION:

Alternative No. 1 is recommended

RATIONALE:

The agreement permits the Board to prepare and paint the top and school-side portion of the wall between Brookwood and Campbell Park Elementary School.

IMPACT STATEMENT:

Funds to pay for this work will be paid out of the Maintenance Department capital outlay paint budget. The cost will be \$2,500.00

DATA SOURCE:

David Koperski, School Board Attorney
 Mike Hewett, Director of Maintenance
 Debbie Forster, Real Estate Analyst

SUBMITTED BY:

Michael Bessette, Associate Superintendent, Operational Services

ATTACHMENTS:

- Brookwood Agr (PDF)

AGREEMENT

THIS AGREEMENT, made this _____ day of _____ 2013, by and between SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA, 301 – 4th Street SW, Largo, Florida, 33779-2942, herein called the "Board" and BROOKWOOD FLORIDA – CENTRAL, INC., 901 Seventh Avenue South, St. Petersburg, Florida, 33705-1998, herein called "Brookwood".

WHEREAS, the Board owns and operates Campbell Park Elementary School, 1051 – 7th Avenue South, St. Petersburg, Florida, 33705, herein called the "School"; and

WHEREAS, Brookwood owns and operates a facility for Adolescent Girls, located at 901 Seventh Avenue South, St. Petersburg, Florida, 33705; and

WHEREAS, to enhance the appearance of the School, the Brookwood facility and the Community; the Board desires to paint a portion of the block wall located between the School and the Brookwood facility; and

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

NOW, THEREFORE, in consideration of the covenants herein contained, and other good and valuable consideration, Brookwood permits the Board to paint the facade of the Brookwood facility wall that faces the School and along the top of said wall, in the location shown on Exhibit "A" attached, under the following terms and conditions;

1. **Term of Agreement:** The term of the agreement will be for a period of ten (10) years beginning June 17, 2013 and ending June 16, 2023.
2. **Painting:** The Board will paint approximately 290 linear feet of the portion of the

Brookwood facility block privacy wall that faces the school, in the location shown on Exhibit "A." Only the top and facade facing the School will be painted. The Board will paint said wall a color that complements the School exterior. The Board painting includes pressure washing and sealing, and the Board will repair hairline cracks. The Board will not perform any masonry work or repair large holes or ongoing maintenance to the wall.

3. **Costs:** The Board will pay all costs for painting the portion of the Brookwood facility exterior wall as described in Paragraph 2 and will repaint said wall on the Board's normal maintenance timelines for the duration of this agreement.
4. **Maintenance of Wall:** The parties agree that Brookwood is responsible for maintaining the wall, except for instances of damage caused by the Board's employees, agents, volunteers, invitees, licensees, or participants.
5. **Hold Harmless:** The Board and Brookwood 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 proximately caused thereby; provided, however, Brookwood and the Board agree that the Board's liability is subject to the monetary limitations and defenses imposed by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by the Board, nor shall anything herein be construed as consent by the Board to be sued by any third party for any cause or matter arising out of or related to this Agreement.
6. **Proof of Insurance/Required Limits of Liability:** The Board will provide to Brookwood, if requested, proof of insurance coverage or self-insurance in the amounts set forth in Florida statutes.

7. **Termination of Agreement:** This Agreement will remain in effect unless terminated by either party as follows:

- a. Upon breach of this agreement by a party, the other party will give written notice of termination of this agreement specifying the claimed breach and the action required to cure the breach. If the breaching party fails to cure the breach within five (5) days from receipt of said notice, then the Agreement will terminate ten (10) days from receipt of the written notice;
- b. Either party may terminate this Agreement by giving written notice to the other party that the Agreement will terminate thirty (30) days from the receipt of said notice by the other party.

8. **Assignment:** This Agreement may be assigned by Brookwood with the written permission of the Board's Superintendent of Schools, or designee.

9. **Attorney Fees:** In the event litigation is necessary to enforce any of the terms or conditions of this Agreement, the prevailing party will be entitled to recover its costs and expenses, including reasonable attorneys' fees from the non-prevailing party.

10. **Unforeseen Questions:** Unforeseen questions will be decided by Brookwood's Business and Finance Director and the Board's Superintendent of Schools, or their designees.

11. **Notices:** All written notices to Brookwood and the Board concerning the Agreement will be sufficient if sent by the parties in the United States mail, postage paid, to the addresses as follows:

For Board:

Real Estate Department
Pinellas County Schools
Walter Pownall Service Ctr
11111 S. Belcher Road
Largo, Florida 33773

For Brookwood Florida - Central, Inc.:

Business and Finance Director
Brookwood Florida – Central, Inc.
901 Seventh Avenue South
St. Petersburg, Florida 33705-1998

12. **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.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

**BROOKWOOD FLORIDA -
CENTRAL, INC.**

Attest

**SCHOOL BOARD OF
PINELLAS COUNTY, FLORIDA**

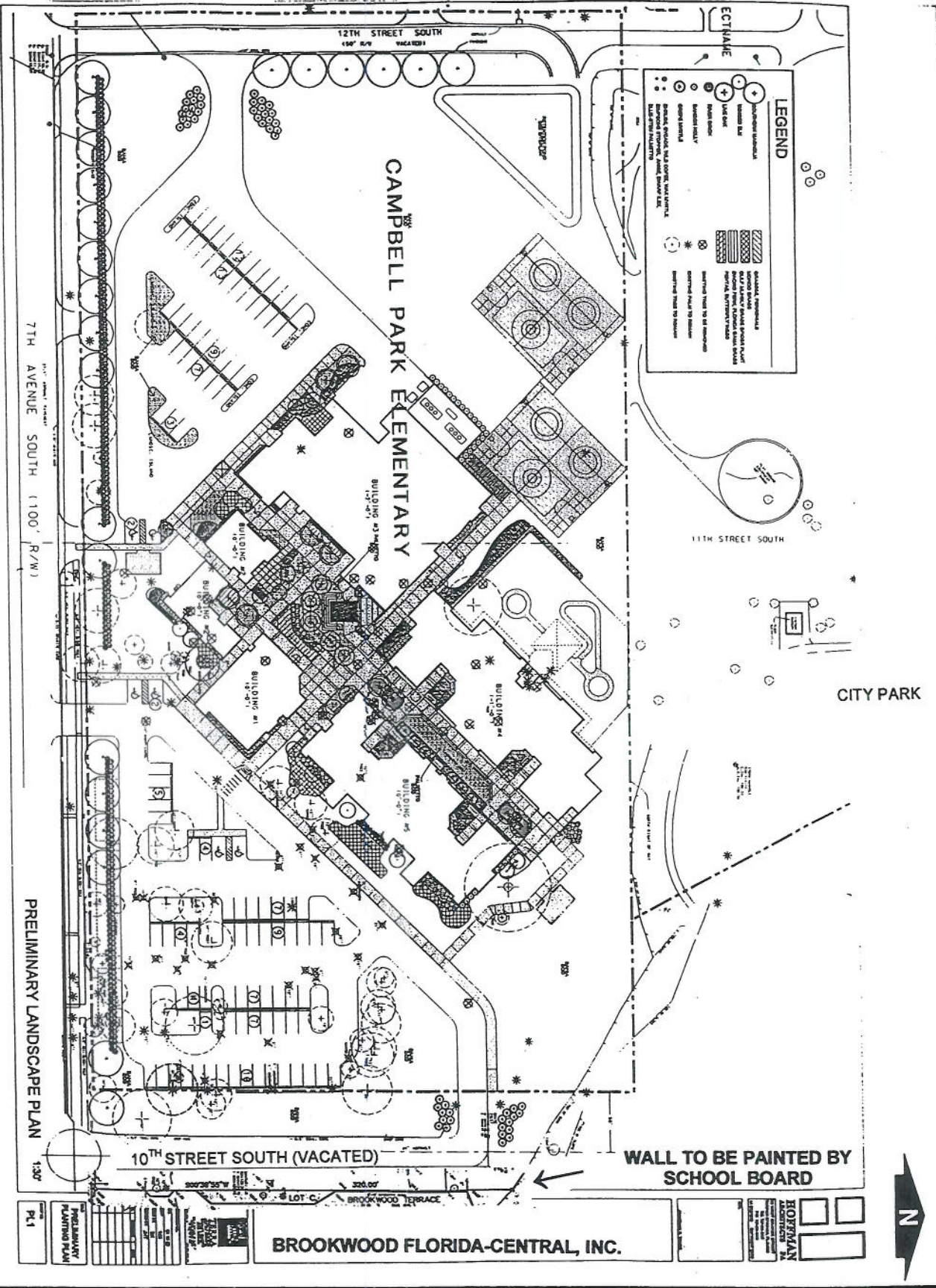
Chairperson

Superintendent

Approved as to Form



School Board Attorney



Attachment: Brookwood Agr (3963 : Renewal of Agreement - Brookwood Fl Central, Inc - Campbell Park)

SCHEDULED

REQUEST FOR APPROVAL (ID # 3964)

May 7, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval of the Renewal of the Agreement With Special Olympics Florida - Pinellas County Permitting the use of School Board Facilities

BACKGROUND:

Special Olympics Florida - Pinellas County has had a partnership with the school district since the 1970's. The board allows Special Olympics the use of school facilities as meeting places and athletics events at no cost for custodial coverage or facility lease fees. Special Olympics is a year-round program of physical fitness, sports training, and athletic competition for athletes ages eight and up with intellectual disabilities. The renewal of this agreement is for a period of five (5) years beginning July 1, 2013 and ending June 30, 2018.

STRATEGIC DIRECTION: Community Relations

ALTERNATIVES:

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

RECOMMENDATION:

Alternative No. 1 is recommended.

RATIONALE:

The agreement permits the continued use of school board facilities by Special Olympics Florida - Pinellas County.

IMPACT STATEMENT:

The board will continue to waive facility and custodial costs, which has been the practice since the late 1970's.

DATA SOURCE:

David Koperski, School Board Attorney
 Debbie Forster, Real Estate Analyst
 David Haines, County Coordinator, Special Olympics Florida - Pinellas County

SUBMITTED BY:

Michael Bessette, Associate Superintendent, Operational Services

ATTACHMENTS:

- Special Olympics (PDF)

A G R E E M E N T

THIS AGREEMENT made and entered into this _____ day of _____, 2013, by and between the SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA, herein referred to as "BOARD" and the SPECIAL OLYMPICS FLORIDA - PINELLAS COUNTY, herein referred to as "SPECIAL OLYMPICS ".

W I T N E S S E T H :

WHEREAS, Special Olympics programs include annual events for hundreds of children and adults with intellectual disabilities, who compete in various athletic events throughout the year; and

WHEREAS, Special Olympics has used the Board's school facilities as meeting places for athletic events, and desires to continue said use; and

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

NOW, THEREFORE, in consideration of the covenants herein contained, and other good and valuable consideration, the Board agrees to permit Special Olympics meetings and events at various school sites under the following terms and conditions;

1. The term of this Agreement will be for a period of five (5) years commencing on July 1, 2013 and ending June 30, 2018.
2. Special Olympics meetings and events must be scheduled in advance, and approved by the principal or center director, or their specific designees. After the meeting or event has been approved by the principal or center director, but prior to the date of the meeting or event, the coordinator of Special Olympics will request the Board's Real Estate Department, to initiate a

Facility Use Authorization Form (see Exhibit "A"), which will be considered an attachment to this agreement.

3. No fee or charge will be paid for use of the Board's facilities, except as noted below.

4. The Board agrees to supply at no cost to Special Olympics custodial coverage of Special Olympics' meetings and events held at Board-owned facilities. Special Olympics will pay the Board any other personnel costs (e.g., supervisory, cafeteria worker or student help), at the Board's established reimbursement rates.

5. Special Olympics and the Board 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 proximately caused thereby; provided, however, Special Olympics and the Board agree that the Board's liability is subject to the monetary limitations and defenses imposed by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by the Board, nor shall anything herein be construed as consent by the Board to be sued by any third party for any cause or matter arising out of or related to this Agreement.

6. Special Olympics will maintain Board facilities and surrounding area in a clean and sanitary condition after use by their employees, agents, volunteers, or invitees. Special Olympics and all its invitees will abide by all Board policies on use of Board facilities, including policies, which state that the consumption of tobacco products or alcoholic beverages on Board property, including any outside areas, is prohibited.

7. The Board and Special Olympics will not assign this Agreement or sublet the facilities or any part thereof without the written consent of the other party. Special Olympics agree that

the Board and its personnel will have the right to enter and inspect the subject premises and the operation being conducted thereon at reasonable times.

8. This agreement will remain in effect unless terminated by either party as follows:

- a) Upon breach of this agreement by a party, the other party will give written notice of termination of this agreement specifying the claimed breach and the action required to cure the breach. If the breaching party fails to cure the breach within five (5) days from receipt of said notice, then the contract will terminate ten (10) days from receipt of the written notice;
- b) Either party may terminate this agreement by giving written notice to the other party that the agreement will terminate thirty (30) days from the receipt of said notice by the other party.

9. The Board and Special Olympics 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 of Schools and Coordinator of Special Olympics or their respective designees for resolution of such questions concerning this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the
day and year first above written.

SPECIAL OLYMPICS FLORIDA - PINELLAS COUNTY

By: _____
County Coordinator

THE SCHOOL BOARD OF
PINELLAS COUNTY, FLORIDA

Attest:

By: _____
Chairperson

Superintendent

Approved as to Form:

David Kymond
School Board Attorney

Exhibit "A"***FACILITY USE AUTHORIZATION FORM***

Date: July 1, 2013
 To: **Agency**
 Subject: Additional Use Request under the Agreement Between the School Board
 of Pinellas County and **Agency**, effective date

Requestor: **SAMPLE**

Description of Use:

Facility(ies): **Note: This form will be completed by the Real Estate Department
and submitted for signatures.**

Dates & Times:

Supervision By:

Coordinator (& Phone #) for School Board:

Coordinator (& Phone #) for Agency:

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

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

Total \$ 000.00

The facility owner/representative **Pinellas County School Board** will invoice **Special Olympics** 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:

Special Olympics

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
 Director, Accounting
 Director, Auditing
School Representative
School Bookkeeper
Agency Representative

RPC #

SCHEDULED

REQUEST FOR APPROVAL (ID # 3965)

May 7, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Report to the School Board of Facility Leases, Joint-Use Activities, and Other Community Uses Processed by the Real Estate Department During the Third Fiscal Quarter 2012/2013

BACKGROUND:

Board policy requires a quarterly summary of facility leases (PCS Form 3-2726) processed by the Real Estate Department. Attached is a list of community uses of school facilities, including joint-use-agreement activities, extended-care reimbursements, and facility leases processed by the Real Estate Department during the third fiscal quarter 2012/2013. The quarterly summary lists all agreement and leasing activities processed by the Real Estate Department with the exception of agreements presented as individual board agenda items and no-fee, school support activities within the Pinellas County Council of PTAs (PCCPTA) blanket-use agreement. The contract amounts listed are for the entire contract period. Additional information on the contract or activity is available in the Real Estate Department.

STRATEGIC DIRECTION: Managing Productive Systems

RATIONALE:

The quarterly report permits the board to ensure that no-fee community uses of board facilities meet valid customer requirements and provides an accountability system to monitor recovery of resources when community uses of school facilities are not aligned with the school district's primary goals.

IMPACT STATEMENT:

Cost recovery for the third fiscal quarter 2012/2013 is \$522,896.

DATA SOURCE:

Lori Girard, Real Estate Leasing Analyst

SUBMITTED BY:

Michael Bessette, Associate Superintendent, Operational Services

ATTACHMENTS:

- FacilityUseSpreadsheet.3rdQtr.2012-13 (PDF)

Community Uses Processed During Fiscal-Quarter 3 2012/13

Control#	School Facilities	Using Party Event Name	Dates and Times Number of Days	Type Of Form or Contract	Amount
9709	Safety Harbor Elementary School auditorium and stage	Athenian Academy Charter School play	02/01/13; 5:0pm-9:00pm 1	Facility Lease	\$0.00
9710	Seminole High School gym	Seminole High School PTA robotics competition	01/26/13; 7:00am-5:00pm 1	Additional Use Form	\$380.00 principal waived room fee
9711	Seminole Elementary School 2 classrooms	Child Evangelism Fellowship after school club	01/10/13-05/23/13; 3:00pm-4:30pm 19	Facility Lease	\$912.00
9712	James Sanderlin PK-8 art room	Mad Science after school science program	02/15/13-03/22/13; 3:00pm-4:00pm 6	Facility Lease	\$410.88
9713	Paul B. Stephens School gym	Special Olympics basketball tournament	01/19/13; 8:00am-12:00pm 1	Additional Use Form	\$0.00
9714	Countryside High School practice field	Clearwater, City of little league practice	01/10/13-06/10/13 TBD	Additional Use Form	\$0.00
9715	Dunedin Elementary School cafeteria	Dunedin, City of extended care	08/20/12-01/21/13; dates per reimbursement schedule 91	Exhibit Spreadsheet	\$4,921.28
9716	Garrison-Jones Elementary School cafeteria	Dunedin, City of extended care	08/20/12-01/21/13; dates per reimbursement schedule 91	Exhibit Spreadsheet	\$4,921.28
9717	San Jose Elementary School cafeteria	Dunedin, City of extended care	08/20/12-01/21/13; dates per reimbursement schedule 91	Exhibit Spreadsheet	\$4,921.28

<i>Control#</i>	<i>School Facilities</i>	<i>Using Party Event Name</i>	<i>Dates and Times Number of Days</i>	<i>Type Of Form or Contract</i>	<i>Amount</i>
9718	Azalea Elementary School cafeteria	YMCA of Greater St. Petersburg extended care	08/20/12-01/21/13; dates per reimbursement schedule 91	Exhibit Spreadsheet	\$7,819.49
9719	Bay Point Elementary School cafeteria	YMCA of Greater St. Petersburg extended care	08/20/12-01/21/13; dates per reimbursement schedule 91	Exhibit Spreadsheet	\$7,819.49
9720	Bear Creek Elementary School cafeteria	YMCA of Greater St. Petersburg extended care	08/20/12-01/21/13; dates per reimbursement schedule 91	Exhibit Spreadsheet	\$5,191.82
9721	Campbell Park Elementary School cafeteria	YMCA of Greater St. Petersburg extended care	08/20/12-01/21/13; dates per reimbursement schedule 91	Exhibit Spreadsheet	\$5,787.58
9722	Jamerson Elementary School cafeteria	YMCA of Greater St. Petersburg extended care	08/20/12-01/21/13; dates per reimbursement schedule 91	Exhibit Spreadsheet	\$7,819.49
9723	Lynch Elementary School cafeteria	YMCA of Greater St. Petersburg extended care	08/20/12-01/21/13; dates per reimbursement schedule 91	Exhibit Spreadsheet	\$5,652.31
9724	Madeira Beach Fundamental School cafeteria	YMCA of Greater St. Petersburg extended care	08/20/12-01/21/13; dates per reimbursement schedule 91	Exhibit Spreadsheet	\$4,921.28
9725	Maximo Elementary School cafeteria	YMCA of Greater St. Petersburg extended care	08/20/12-01/21/13; dates per reimbursement schedule 91	Exhibit Spreadsheet	\$5,922.85
9726	Meadowlawn Middle School cafeteria	YMCA of Greater St. Petersburg extended care	08/20/12-01/21/13; dates per reimbursement schedule 91	Exhibit Spreadsheet	\$8,821.06
9727	Melrose Elementary School cafeteria	YMCA of Greater St. Petersburg extended care	08/20/12-01/21/13; dates per reimbursement schedule 91	Exhibit Spreadsheet	\$5,056.55

<i>Control#</i>	<i>School Facilities</i>	<i>Using Party Event Name</i>	<i>Dates and Times Number of Days</i>	<i>Type Of Form or Contract</i>	<i>Amount</i>
9728	Mt. Vernon Elementary School cafeteria	YMCA of Greater St. Petersburg extended care	08/20/12-01/21/13; dates per reimbursement schedule 91	Exhibit Spreadsheet	\$5,652.31
9729	North Shore Elementary School cafeteria	YMCA of Greater St. Petersburg extended care	08/20/12-01/21/13; dates per reimbursement schedule 91	Exhibit Spreadsheet	\$7,819.49
9730	Northwest Elementary School cafeteria	YMCA of Greater St. Petersburg extended care	08/20/12-01/21/13; dates per reimbursement schedule 91	Exhibit Spreadsheet	\$5,787.58
9731	Perkins Elementary School cafeteria	YMCA of Greater St. Petersburg extended care	08/20/12-01/21/13; dates per reimbursement schedule 91	Exhibit Spreadsheet	\$7,819.49
9732	Pinellas Central Elementary School cafeteria	YMCA of Greater St. Petersburg extended care	08/20/12-01/21/13; dates per reimbursement schedule 91	Exhibit Spreadsheet	\$4,921.28
9733	Pinellas Park Middle School cafeteria	YMCA of Greater St. Petersburg extended care	08/20/12-01/21/13; dates per reimbursement schedule 91	Exhibit Spreadsheet	\$4,921.28
9734	Sawgrass Lake Elementary School cafeteria	YMCA of Greater St. Petersburg extended care	08/20/12-01/21/13; dates per reimbursement schedule 91	Exhibit Spreadsheet	\$7,819.49
9735	Sexton Elementary School cafeteria	YMCA of Greater St. Petersburg extended care	08/20/12-01/21/13; dates per reimbursement schedule 91	Exhibit Spreadsheet	\$5,191.82
9736	Westgate Elementary School cafeteria	YMCA of Greater St. Petersburg extended care	08/20/12-01/21/13; dates per reimbursement schedule 91	Exhibit Spreadsheet	\$5,056.55
9737	Woodlawn Elementary School cafeteria	YMCA of Greater St. Petersburg extended care	08/20/12-01/21/13; dates per reimbursement schedule 91	Exhibit Spreadsheet	\$5,922.85

<i>Control#</i>	<i>School Facilities</i>	<i>Using Party Event Name</i>	<i>Dates and Times Number of Days</i>	<i>Type Of Form or Contract</i>	<i>Amount</i>
9738	Lakewood High School football stadium, gym, cafeteria	Special Olympics Area 6 Games	03/07/13-03/09/13; 7:00am-7:00pm 3	Additional Use Form	\$0.00
9739	Lynch Elementary School 2 classrooms	Mad Science after school science program	02/12/13-03/19/13; 3:00pm-4:00pm 6	Facility Lease	\$308.16
9740	Gibbs High School theater	For Your Inspiration Dance Co. dance rehearsal and recital	06/08/13 and 06/15/13 2	Facility Lease	\$3,630.78
9741	Palm Harbor University High School track	Westlake Christian School elementary track meet	04/20/12; 7:00am-1:00pm 1	Facility Lease	\$346.00
9742	Bayside High School gym	PCSO swearing in ceremony	02/12/13; 4:00pm-6:00pm 1	Additional Use Form	\$0.00
9743	Tarpon Springs High School auditorium	Next Level Church church services	01/13/13-02/04/13 4	Facility Lease	\$2,483.00
9744	Clearwater High School auditorium and 3 classrooms	Florida Career College graduation	06/28/13; 6:00pm-8:00pm 1	Facility Lease	\$596.36
9745	Gibbs High School football field	Miles College marching band rehearsal	01/20/13; 3:00pm-4:00pm 1	Facility Lease	\$349.40
9746	Perkins Elementary School 2 classrooms	Mad Science after school science program	02/13/13-03/20/13; 1:45pm-2:45pm 6	Facility Lease	\$308.16
9747	Pasadena Fundamental Elementary School 3 classrooms	Mad Science after school science program	02/14/13-03/21/13; 2:40pm-3:40pm 6	Facility Lease	\$398.04
9748	Clearwater Fundamental Middle School track	Lakeside Christian School track practice	01/30/13-04/03/13 8	Facility Lease	\$320.00

<i>Control#</i>	<i>School Facilities</i>	<i>Using Party Event Name</i>	<i>Dates and Times Number of Days</i>	<i>Type Of Form or Contract</i>	<i>Amount</i>
9749	St. Petersburg High School football practice and games	PCSO PAL 7 on 7 passing football league	01/28/13-04/30/13; 2:30pm-7:30pm 62	Additional Use Form	\$0.00
9750	Belcher Road Annex Site 10.6 acres of Belcher Road Annex site	Pepper Contracting Services store equipment and materials for road projects	03/09/13-11/30/13 267	Facility Lease Amendment	\$48,203.50 amends lease #9134
9751	Northeast High School track	St. Pete Nitro Track Club youth track practice	01/30/13-07/31/13 46	Facility Lease	\$0.00
9752	Clearwater High School track and stadium	Clearwater, City of goodlife games	03/23/13-03/24/13; 7:00am-2:00pm 2	Facility Lease	\$684.00
9753	Anona Elementary School cafeteria	YMCA of the Suncoast extended care	08/20/12-01/21/13; dates per reimbursement schedule 91	Exhibit Spreadsheet	\$5,056.55
9754	Bauder Elementary School cafeteria	YMCA of the Suncoast extended care	08/20/12-01/21/13; dates per reimbursement schedule 91	Exhibit Spreadsheet	\$8,279.98
9755	Belcher Elementary School cafeteria	YMCA of the Suncoast extended care	08/20/12-01/21/13; dates per reimbursement schedule 91	Exhibit Spreadsheet	\$5,787.58
9756	Belleair Elementary School cafeteria	YMCA of the Suncoast extended care	08/20/12-01/21/13; dates per reimbursement schedule 91	Exhibit Spreadsheet	\$5,652.31
9757	Curtis Fundamental Elementary School cafeteria	YMCA of the Suncoast extended care	08/20/12-01/21/13; dates per reimbursement schedule 91	Exhibit Spreadsheet	\$8,144.71
9758	Frontier Elementary School cafeteria	YMCA of the Suncoast extended care	08/20/12-01/21/13; dates per reimbursement schedule 91	Exhibit Spreadsheet	\$8,279.98

<i>Control#</i>	<i>School Facilities</i>	<i>Using Party Event Name</i>	<i>Dates and Times Number of Days</i>	<i>Type Of Form or Contract</i>	<i>Amount</i>
9759	Fuguitt Elementary School cafeteria	YMCA of the Suncoast extended care	08/20/12-01/21/13; dates per reimbursement schedule 91	Exhibit Spreadsheet	\$5,056.55
9760	Oakhurst Elementary School cafeteria	YMCA of the Suncoast extended care	08/20/12-01/21/13; dates per reimbursement schedule 91	Exhibit Spreadsheet	\$5,787.58
9761	Orange Grove Elementary School cafeteria	YMCA of the Suncoast extended care	08/20/12-01/21/13; dates per reimbursement schedule 91	Exhibit Spreadsheet	\$5,787.58
9762	Plumb Elementary School cafeteria	YMCA of the Suncoast extended care	08/20/12-01/21/13; dates per reimbursement schedule 91	Exhibit Spreadsheet	\$5,056.55
9763	Skycrest Elementary School cafeteria	YMCA of the Suncoast extended care	08/20/12-01/21/13; dates per reimbursement schedule 91	Exhibit Spreadsheet	\$5,191.82
9764	Starkey Elementary School cafeteria	YMCA of the Suncoast extended care	08/20/12-01/21/13; dates per reimbursement schedule 91	Exhibit Spreadsheet	\$5,056.55
9765	Brooker Creek Elementary School cafeteria	YMCA of the Suncoast extended care	08/20/12-01/21/13; dates per reimbursement schedule 91	Exhibit Spreadsheet	\$5,327.09
9766	Clearwater Fundamental Elementary School cafeteria	YMCA of the Suncoast extended care	08/20/12-01/21/13; dates per reimbursement schedule 91	Exhibit Spreadsheet	\$4,921.28
9767	Curlew Creek Elementary School cafeteria	YMCA of the Suncoast extended care	08/20/12-01/21/13; dates per reimbursement schedule 91	Exhibit Spreadsheet	\$5,056.55
9768	Cypress Woods Elementary School cafeteria	YMCA of the Suncoast extended care	08/20/12-01/21/13; dates per reimbursement schedule 91	Exhibit Spreadsheet	\$5,056.55

<i>Control#</i>	<i>School Facilities</i>	<i>Using Party Event Name</i>	<i>Dates and Times Number of Days</i>	<i>Type Of Form or Contract</i>	<i>Amount</i>
9769	Lila Davis Elementary School cafeteria	YMCA of the Suncoast extended care	08/20/12-01/21/13; dates per reimbursement schedule 91	Exhibit Spreadsheet	\$8,279.98
9770	Forest Lakes Elementary School cafeteria	YMCA of the Suncoast extended care	08/20/12-01/21/13; dates per reimbursement schedule 91	Exhibit Spreadsheet	\$8,279.98
9771	Highland Lakes Elementary School cafeteria	YMCA of the Suncoast extended care	08/20/12-01/21/13; dates per reimbursement schedule 91	Exhibit Spreadsheet	\$7,333.09
9772	Lake St George Elementary School cafeteria	YMCA of the Suncoast extended care	08/20/12-01/21/13; dates per reimbursement schedule 91	Exhibit Spreadsheet	\$6,058.12
9773	Oldsmar Elementary School cafeteria	YMCA of the Suncoast extended care	08/20/12-01/21/13; dates per reimbursement schedule 91	Exhibit Spreadsheet	\$6,058.12
9774	Ozona Elementary School cafeteria	YMCA of the Suncoast extended care	08/20/12-01/21/13; dates per reimbursement schedule 91	Exhibit Spreadsheet	\$8,550.52
9775	Safety Harbor Elementary School cafeteria	YMCA of the Suncoast extended care	08/20/12-01/21/13; dates per reimbursement schedule 91	Exhibit Spreadsheet	\$5,787.58
9776	Sunset Hills Elementary School cafeteria	YMCA of the Suncoast extended care	08/20/12-01/21/13; dates per reimbursement schedule 91	Exhibit Spreadsheet	\$5,787.58
9777	Tarpon Springs Elementary School cafeteria	YMCA of the Suncoast extended care	08/20/12-01/21/13; dates per reimbursement schedule 91	Exhibit Spreadsheet	\$4,921.28
9778	Tarpon Springs Fundamental School cafeteria	YMCA of the Suncoast extended care	08/20/12-01/21/13; dates per reimbursement schedule 91	Exhibit Spreadsheet	\$4,921.28

<i>Control#</i>	<i>School Facilities</i>	<i>Using Party Event Name</i>	<i>Dates and Times Number of Days</i>	<i>Type Of Form or Contract</i>	<i>Amount</i>
9779	Northeast High School track	Electrathon America competition	01/19/13; 6:30am-3:00pm 1	Facility Lease	\$0.00 fee waived by principal
9780	Countryside High School track and practice field	Safety Harbor, City of track meets/practices	01/21/13-06/30/13 dates as approved by school administration TBD	Additional Use Form	\$0.00
9781	Bay Point Middle School cafeteria	Coordinated Child Care extended care	08/20/12-01/21/13; dates as per reimbursement schedule 91	Exhibit Spreadsheet	\$4,688.64
9782	Dunedin Middle School cafeteria	Coordinated Child Care extended care	08/20/12-01/21/13; dates as per reimbursement schedule 91	Exhibit Spreadsheet	\$4,688.64
9783	Largo Middle School cafeteria	Coordinated Child Care extended care	08/20/12-01/21/13; dates as per reimbursement schedule 91	Exhibit Spreadsheet	\$4,688.64
9784	Morgan Fitzgerald Middle School cafeteria	Coordinated Child Care extended care	08/20/12-01/21/13; dates as per reimbursement schedule 91	Exhibit Spreadsheet	\$4,688.64
9785	Oak Grove Middle School cafeteria	Coordinated Child Care extended care	08/20/12-01/21/13; dates as per reimbursement schedule 91	Exhibit Spreadsheet	\$4,688.64
9786	Tarpon Springs Middle School cafeteria	Coordinated Child Care extended care	08/20/12-01/21/13; dates as per reimbursement schedule 91	Exhibit Spreadsheet	\$4,688.64
9787	Thurgood Marshall Fundamental Middle School cafeteria	Coordinated Child Care extended care	08/20/12-01/21/13; dates as per reimbursement schedule 91	Exhibit Spreadsheet	\$4,688.64
9788	Palm Harbor Middle School gym	YMCA of the Suncoast basketball league	10/29/12-12/13/12; dates and times as approved by principal TBD	Additional Use Form	\$1,834.00

<i>Control#</i>	<i>School Facilities</i>	<i>Using Party Event Name</i>	<i>Dates and Times Number of Days</i>	<i>Type Of Form or Contract</i>	<i>Amount</i>
9789	Palm Harbor University High School parking area north of Delaware Ave	Nationwide Title Clearing, Inc. parking	12/28/12-06/30/13; M-F; 7:00am-6:00pm 130	Facility Lease	\$15,408.00
9790	Sexton Elementary School art room	Mad Science after school science program	04/09/13-05/14/13; 3:00pm-4:00pm 6	Facility Lease	\$231.12
9791	Bear Creek Elementary School classroom	Child Evangelism Fellowship after school program	09/19/12-04/24/13; 1:45pm-3:00pm 27	Facility Lease	\$918.00
9792	Mildred Helms Elementary School cafeteria	Largo, City of extended care	08/20/12-01/21/13; dates per reimbursement schedule 91	Exhibit Spreadsheet	\$4,921.28
9793	Ponce de Leon Elementary School cafeteria	Largo, City of extended care	08/20/12-01/21/13; dates per reimbursement schedule 91	Exhibit Spreadsheet	\$4,921.28
9794	Countryside High School auditorium	Central Florida Institute graduation ceremony	03/30/13; 9:30am-2:30pm 1	Facility Lease	\$1,274.55
9795	Brooker Creek Elementary School teacher's lounge, multi-purpose room	Woodfield Community Association Inc. HOA meetings	02/19/13-01/21/14; 7:00pm-9:00pm 12	Facility Lease	\$68.48
9796	Northeast High School stadium	W.I.L. Consulting Group LLC company fitness competition	08/03/13-08/04/13; 6:00am-5:00pm 2	Facility Lease	\$2,141.40
9797	Seminole High School gym	Seminole Warhawk Band Aides Booster Seminole Visual Spectacular; Color Guard & Indoor Percussion Competition	03/16/13; 7:00am-11:30pm 1	Facility Lease	\$1,292.00 principal waived all fees except plant operator wages

<i>Control#</i>	<i>School Facilities</i>	<i>Using Party Event Name</i>	<i>Dates and Times Number of Days</i>	<i>Type Of Form or Contract</i>	<i>Amount</i>
9798	Madeira Beach Fundamental School classroom	Child Evangelism Fellowship after school program	02/05/13-04/16/13; 2:10pm-3:30pm 10	Facility Lease	\$340.00
9799	James B. Sanderlin PK-8 School music room	Kids Yoga Groove after school yoga program for kids	02/04/13-05/20/13; 2:50pm-3:45pm 13	Facility Lease	\$500.76
9800	Northeast High School football stadium	Post Your T soccer showcase	03/09/13; 8:30am-6:30pm 1	Facility Lease	\$243.50 principal waived field use fee
9801	Cypress Woods Elementary School cafeteria	Boy Scouts Cub Scout Blue & Gold Dinner	03/19/13; 5:30pm-8:30pm 1	Additional Use Form	\$33.00
9802	Forest Lakes Elementary School cafeteria; multi-purpose room	Smart Start Pre-Prep, LLC dance recital	05/04/13; 10:30am-12:30am 1	Facility Lease	\$393.06
9803	East Lake High School cafeteria and auditorium	YMCA of the Suncoast dinner meeting and volunteer celebration	04/02/13; 3:00pm-9:00pm 1	Additional Use Form	\$228.00 principal waived fees except plant operator wages
9804	John Hopkins Middle School multi-purpose room	International Free & Accepted Modern Masons annual meeting	03/09/13; 8:00am-12:00pm 1	Facility Lease	\$496.72
9805	North Shore Elementary School cafeteria, restrooms	PCCPTA spaghetti dinner and general meeting	01/31/13; 6:00pm-8:00pm 1	Additional Use Form	\$0.00
9806	James B. Sanderlin PK-8 classroom	Mad Science after school science program	02/15/13-03/22/13; 3:00pm-4:00pm 6	Facility Lease	\$218.28
9807	Largo High School parking lot	Largo, City of overflow parking for touch a truck event	02/09/13; 11:00am-4:00pm 1	Additional Use Form	\$0.00

<i>Control#</i>	<i>School Facilities</i>	<i>Using Party Event Name</i>	<i>Dates and Times Number of Days</i>	<i>Type Of Form or Contract</i>	<i>Amount</i>
9808	Largo Middle School parking lot	Largo, City of overflow parking for touch a truck event	02/09/13; 11:00am-4:00pm 1	Additional Use Form	\$0.00
9809	Dunedin Elementary School classroom	Child Evangelism Fellowship of Lower Pinellas, Inc after school program	11/15/12-01/17/13; 3:05pm- 4:15pm 7	Facility Lease Amendment	(\$612.00) amends Lease 9657
9810	Gibbs High School track	St. Petersburg, City of track practice	01/28/13-07/18/13; 5:30pm- 8:30pm TBD	Additional Use Form	\$0.00
9811	Dunedin High School auditorium & stage, chorus room and one classroom	Grace Church of Dunedin church services	02/10/13-02/02/14 52	Facility Lease	\$43,472.00
9812	Safety Harbor Elementary School auditorium	Safety Harbor, City of theatre camp final production	07/19/13; 4:00pm-9:00pm 1	Additional Use Form	\$196.00
9813	Palm Harbor University High School band room, gym, classroom	Palm Harbor Band Booster Club winter guard competition	02/02/13; 8:00am-8:30pm 1	Facility Lease	\$1,008.00 principal waived rental fees
9814	pTEC St. Petersburg room D2	Tanks Management Services, Inc. training	03/13/13; 7:00am-4:00pm 1	Facility Lease	\$221.49
9815	Safety Harbor Elementary School auditorium and field	PCCPTA education about stars and space program	02/19/13; 6:00pm-8:00pm 1	Additional Use Form	\$0.00 principal waived fees
9816	Bay Vista Elementary School computer lab	Child Evangelism Fellowship after school program	02/12/13-04/30/13; 2:30pm- 3:30pm 11	Facility Lease	\$418.00
9817	North Shore Elementary School cafeteria, restrooms	PCCPTA ice cream social and general meeting	03/21/13; 6:00pm-8:00pm 1	Additional Use Form	\$0.00

<i>Control#</i>	<i>School Facilities</i>	<i>Using Party Event Name</i>	<i>Dates and Times Number of Days</i>	<i>Type Of Form or Contract</i>	<i>Amount</i>
9818	Dunedin High School stadium, auditorium	Dunedin, City of Military Tattoo	04/06/13; 8:00am-10:00pm 1	Additional Use Form	\$1,467.00
9819	Palm Harbor University High School football stadium	American Cancer Society relay for life	04/12/13-04/13/13 2	Facility Lease	\$532.00
9820	Countryside High School auditorium	YMCA of the Suncoast dance rehearsal and recital	05/16/13-05/17/13 2	Additional Use Form	\$500.00
9821	Palm Harbor University High School auditorium, band room, chorus room	Largo, City of dance rehearsal and recital	05/11/13-05/19/13 4	Additional Use Form	\$2,717.50
9822	East Lake High School auditorium, chorus room	Steps School of Dance dance rehearsal and recital	06/07/13-06/08/13 2	Facility Lease	\$2,491.75
9823	Seminole Elementary School playfield	Seminole, City of parking	02/10/13; 11:00am-4:00pm 1	Additional Use Form	\$0.00
9824	Thurgood Marshall Fundamental Middle School cafeteria	PCCPTA PTA dinner and meeting	02/19/13; 4:30pm-9:00pm 1	Additional Use Form	\$99.00
9825	Dunedin Highland Middle School media center	EF Education First informational meeting	02/26/13; 6:00pm-8:00pm 1	Facility Lease	\$104.86
9826	Safety Harbor Elementary School auditorium & stage	Safety Harbor, City of summer camp	07/08/13-07/11/13; 12:00pm- 5:00pm 4	Additional Use Form	\$0.00
9827	Safety Harbor Elementary School auditorium & stage	Safety Harbor, City of summer camp	07/15/13-07/18/13; 12:00pm- 5:00pm 4	Additional Use Form	\$0.00
9828	Largo High School gym	St. Paul United Methodist Church charity basketball game	04/26/13; 6:00pm-10:00pm 1	Facility Lease	\$389.48

<i>Control#</i>	<i>School Facilities</i>	<i>Using Party Event Name</i>	<i>Dates and Times Number of Days</i>	<i>Type Of Form or Contract</i>	<i>Amount</i>
9829	Forest Lakes Elementary School dining area & stage, multi-purpose room	Smart Start Pre-Prep, LLC pre-k graduation	06/01/13; 10:30am-12:30pm 1	Facility Lease	\$457.06
9830	Palm Harbor University High School auditorium and chorus room	Starstruck Dance Studio dance recital	05/30/13 and 06/02/13 2	Facility Lease	\$3,035.28
9831	North Shore Elementary School classrooms (2)	Mad Science after school science program	02/13/13-03/20/13; 1:45pm-2:45pm 6	Facility Lease	\$308.16
9832	Countryside High School auditorium, band room, chorus room	WEBBY Dance Company dance rehearsal and recital	06/06/13-06/08/13 3	Facility Lease	\$4,691.96
9833	Lakeview Fundamental Elementary School classrooms (3)	Mad Science after school science program	02/12/13-03/19/13; 2:40pm-3:40pm 6	Facility Lease	\$398.04
9834	St. Petersburg High School gym	K Life dodge ball game	04/27/13; 10:00am-5:00pm 1	Facility Lease	\$1,295.00
9835	Clearwater High School stadium, practice field, parking	Tampa Bay Veterans Alliance Veteran's Day celebration	11/03/12; 9:30am-7:00pm 1	Facility Lease Amendment	(\$638.00) amends Lease #9665; principal waived direct costs
9836	McMullen Booth Elementary School art room	Bricks 4 Kidz after school program	02/25/13-03/18/13; 3:00pm-4:00pm 4	Facility Lease	\$154.08
9837	Gibbs High School cafeteria	Power Tower Church repass	02/16/13; 11:00am-5:00pm 1	Facility Lease	\$1,151.96
9838	Northeast High School swimming pool	USA Swimming/St Petersburg Aquatics organized swim team practices	04/01/13-08/01/13; 3:00pm-6:00pm 86	Facility Lease	\$1,932.42

<i>Control#</i>	<i>School Facilities</i>	<i>Using Party Event Name</i>	<i>Dates and Times Number of Days</i>	<i>Type Of Form or Contract</i>	<i>Amount</i>
9839	Palm Harbor University High School cafeteria	Girl Scouts of West Central Florida father/daughter dance	04/06/13; 5:00pm-9:00pm 1	Facility Lease	\$617.48
9840	Osceola High School football field	Osceola Youth Soccer Association youth soccer	02/16/13-02/17/13; 7:00am-6:30pm 2	Additional Use Form	\$400.00
9841	Ridgecrest Elementary School 2 classrooms	Mad Science after school science program	02/15/13-03/22/13; 3:00pm-4:00pm 6	Facility Lease	\$308.16
9842	Countryside High School parking lot	Bayside Community Church parking	03/16/13; 7:30am-2:00pm 1	Facility Lease	\$50.00
9843	Westgate Elementary School picnic area and back play field	PCCPTA parent involvement event	03/16/13; 10:00am-2:00pm 1	Additional Use Form	\$256.00
9844	Osceola Fundamental High School football stadium	Osceola Youth Soccer Association youth soccer	03/09/13-03/10/13; 7:00am-6:30pm 2	Additional Use Form	\$400.00
9845	Tarpon Springs High School track	American Cancer Society relay for life	05/17/13-05/18/13; 5:00pm-5:00am 1	Facility Lease	\$442.00
9846	Old High Point Bus Compound old High Point Bus Compound	St George Serbian Orthodox Church overflow parking	03/08/13-03/10/13 3	Facility Lease	\$0.00
9847	Curtis Fundamental Elementary School building 7	Dunedin Historical Society tour	03/23/13 11:00am-3:00pm 1	Facility Lease	\$160.00
9848	Palm Harbor University High School parking lot	Palm Harbor, City of overflow parking	03/08/13 and 04/27/13; 5:00pm-9:00pm 2	Additional Use Form	\$0.00

<i>Control#</i>	<i>School Facilities</i>	<i>Using Party Event Name</i>	<i>Dates and Times Number of Days</i>	<i>Type Of Form or Contract</i>	<i>Amount</i>
9849	Palm Harbor University High School practice football field	YMCA of the Suncoast youth flag football practice	02/23/13-04/27/13; 8:00am-5:00pm 9	Additional Use Form	\$0.00
9850	Dunedin Middle School dining area & stage, 17 classrooms	Family Network on Disabilities parent workshop	09/14/13; 7:00am-5:00pm 1	Facility Lease	\$1,542.66
9851	Kings Highway (former) site whole site	Clearwater, City of (PD) training exercises	03/18/13-05/01/13 TBD	Additional Use Form	\$0.00
9852	Perkins Elementary School classroom	Kids Yoga Groove kids yoga classes	03/06/13-05/29/13; 1:35pm-2:35pm 12	Facility Lease	\$436.56
9853	Countryside High School auditorium	YMCA of the Suncoast staff training	06/01/13; 7:00am-12:30pm 1	Additional Use Form	\$1,000.50
9854	Countryside High School auditorium	Safety Harbor, City of gymnastics rehearsal and recital	06/03/13-06/04/13; 3:00pm-9:00pm 2	Additional Use Form	\$0.00
9855	Plumb Elementary School media center	PCCPTA 5th grade celebration/parent meeting	02/27/13; 6:30pm-8:30pm 1	Additional Use Form	\$0.00
9856	Tarpon Springs High School classroom	USF/Institute of Reading Development summer reading institute	06/11/13-07/12/13; 7:00am-3:00pm 15	Facility Lease	\$2,054.40
9857	Palm Harbor Middle School gym	YMCA of the Suncoast basketball program	01/28/13-03/20/13 TBD	Additional Use Form	\$2,086.00
9858	Tarpon Springs, City of track	Tarpon Springs High School track practice	02/20/13-04/24/13; 6:00pm-7:00pm 8	Additional Use Form	\$0.00

<i>Control#</i>	<i>School Facilities</i>	<i>Using Party Event Name</i>	<i>Dates and Times Number of Days</i>	<i>Type Of Form or Contract</i>	<i>Amount</i>
9859	Pinellas Park High School varsity practice/scrimmage field	PCSO PAL 7 on 7 league	02/25/13-04/30/13; 3:00pm-6:00pm 40	Additional Use Form	\$0.00
9860	Northeast High School football field	PCSO PAL 7 on 7 league	03/04/13-04/30/13; 4:00pm-6:00pm TBA	Additional Use Form	\$0.00
9861	Tarpon Springs High School auditorium & stage	YMCA of the Suncoast dance rehearsal & recital	06/11/13 & 06/15/13 2	Additional Use Form	\$900.00
9862	St. Petersburg High School track	American Cancer Society relay for life	05/03/13-05/04/13 2	Facility Lease	\$848.00
9863	Lakewood High School auditorium & stage	New Hope Missionary Baptist Church musical performance	03/21/13-03/22/13 2	Facility Lease	\$679.00
9864	Tarpon Springs High School auditorium & stage	Donna Marie's School of Dance dance rehearsal and recital	06/13/13-06/14/13 2	Facility Lease	\$1,118.21
9865	Seminole High School main student parking lot	Seminole High Band Aide Boosters rummage sale fundraiser	03/02/13; 8:00am-3:00pm 1	Facility Lease	\$0.00
9866	St. Petersburg High School auditorium and 2 classrooms	Creation Dance Champs youth dance competition	04/13/13; 7:00am-9:00pm 1	Facility Lease	\$3,079.70
9867	Seminole High School swimming pool	Bardmoor Aquatic Team youth swim practice	04/01/13-06/05/13; 4:00pm-6:00pm 38	Facility Lease	\$532.00
9868	Oldsmar Elementary School dining area & stage	Courtney Hawkins, Inc. celebrate and connect meeting	04/13/13; 8:00am-3:00pm 1	Facility Lease	\$658.42
9869	Forest Lakes Elementary School P.E. court	Winning Inning, Inc. all sports camp for youth	06/10/13-08/01/13; 9:00am-3:00pm 16	Facility Lease	\$256.80

<i>Control#</i>	<i>School Facilities</i>	<i>Using Party Event Name</i>	<i>Dates and Times Number of Days</i>	<i>Type Of Form or Contract</i>	<i>Amount</i>
9870	Countryside High School track	American Cancer Society relay for life	04/19/13-04/20/13 2	Facility Lease	\$418.00
9871	Richard L. Sanders School practice field and gym	Special Olympics soccer practice	03/07/13-05/16/13 10	Additional Use Form	\$0.00
9872	Countryside High School football field	Clearwater, City of senior soccer challenge	03/08/13; 3:00pm-10:00pm 1	Additional Use Form	\$0.00
9873	Plumb Elementary School media center	PCCPTA PTA meetings re 5th grade celebration	03/06/13-04/03/13; 6:30pm- 8:00pm 3	Additional Use Form	\$0.00
9874	Gibbs High School auditorium & stage, classroom	Miss Florida Scholarship Pageant, Inc. scholarship pageant	04/20/13; 8:00am-5:00pm 1	Facility Lease	\$2,291.17
9875	Pinellas Park High School 12 classrooms, gym, cafeteria	R'Club training	03/16/13; 7:00am-12:00pm 1	Additional Use Form	\$1,367.00
9876	Cypress Woods Elementary School cafeteria & stage	Leap Forward Academy graduation ceremony	06/15/13; 9:45am-11:45pm 1	Facility Lease	\$220.12
9877	East Lake High School practice field	PCSO / PAL PAL 7 on 7 league	03/11/13-04/30/13; 2:00pm- 5:00pm 37	Additional Use Form	\$0.00
9878	Clearwater High School track	Clearwater, City of track practice	03/12/13-08/01/13; 6:00pm- 8:30pm 65	Additional Use Form	\$0.00
9879	Palm Harbor University High School auditorium & stage	Morton Plant Hospital silent auction and talent show fundraiser	09/21/13; 8:30am-10:00pm 1	Additional Use Form	\$913.00

<i>Control#</i>	<i>School Facilities</i>	<i>Using Party Event Name</i>	<i>Dates and Times Number of Days</i>	<i>Type Of Form or Contract</i>	<i>Amount</i>
9880	Shore Acres Elementary School 2 classrooms	Mad Science after school science program	04/11/13-05/16/13; 2:00pm-3:00pm 6	Facility Lease	\$308.16
9881	Tarpon Springs Elementary School classroom	Mad Science after school science program	04/11/13-05/16/13; 2:20pm-3:20pm 6	Facility Lease	\$218.28
9882	Palm Harbor University High School gym	Clearwater, City of youth basketball tournament/training of officials	06/15/13-06/16/13; 8:00am-5:00pm 2	Additional Use Form	\$2,488.00
9883	Palm Harbor University High School gym	Clearwater, City of youth basketball summer camp	06/10/13-06/13/13 and 06/17/13-06/20/13; 9:00am-3:00pm 8	Additional Use Form	\$0.00
9884	Northeast High School gym	Northeast High School Athletic Boosters all-star basketball game	03/23/13; 5:00pm-9:00pm 1	Facility Lease	\$0.00 principal waived fees
9885	John Hopkins Middle School parking lot	Courtesy Valet parking	04/02/13-12/31/13; 5:00pm-10:00pm 82	Facility Lease	\$0.00 amount TBD - percent of revenue
9886	Palm Harbor University High School practice fields	PCSO PAL 7 on 7 Football	03/12/13 and 04/09/13; 3:00pm-6:00pm 2	Additional Use Form	\$0.00
9887	Palm Harbor University High School gym	Clearwater, City of AAU basketball games	03/15/13 and 03/17/13 2	Additional Use Form	\$273.00
9888	Largo High School gym	Largo High Athletic Booster Club PCS student basketball all-star game	03/15/13; 5:30pm-10:00pm 1	Facility Lease	\$0.00 principal waived fees

<i>Control#</i>	<i>School Facilities</i>	<i>Using Party Event Name</i>	<i>Dates and Times Number of Days</i>	<i>Type Of Form or Contract</i>	<i>Amount</i>
9889	Tarpon Springs High School football and practice fields	PCSO PAL 7 on 7 Football	03/15/13-04/16/13; 2:15pm-4:30pm 31	Additional Use Form	\$0.00
9890	Cross Bayou Elementary School bus driveway and sidewalk	PCCPTA PTA Carnival	04/27/13; 10:00am-2:00pm 1	Additional Use Form	\$256.00
9891	Largo High School baseball field	Dan Flynn baseball games	03/23/13-04/27/13 6	Facility Lease	\$128.40
9892	Palm Harbor University High School football field	PHU Women's Lacrosse Club lacrosse game	04/05/13; 6:00pm-10:00pm 1	Facility Lease	\$535.63
9893	Garrison-Jones Elementary School classroom	Mad Science after school science program	04/08/13-05/20/13; 2:50pm-3:50pm 6	Facility Lease	\$218.28
9894	Northwest Elementary School classroom	Mad Science after school science program	04/09/13-05/14/13; 3:00pm-4:00pm 6	Facility Lease	\$218.28
9895	Palm Harbor University High School gym	Ron Timpanaro wrestling tournament	04/13/13, 05/11/13, 06/08/13; 8:00am-3:00pm 3	Facility Lease	\$342.00 principal waiving rental fees except plant operation wages
9896	Safety Harbor Elementary School 2 classrooms	Mad Science after school science program	04/09/13-05/14/13; 3:00pm-4:00pm 6	Facility Lease	\$308.16
9897	Garrison-Jones Elementary School classroom	Creative Bricking after school robotic program	04/11/13-05/30/13; 3:00pm-4:00pm 8	Facility Lease	\$291.04
9898	Garrison-Jones Elementary School classroom	Futura Language Professionals after school spanish program	04/11/13-05/23/13; 2:50pm-3:50pm 6	Facility Lease	\$218.28

<i>Control#</i>	<i>School Facilities</i>	<i>Using Party Event Name</i>	<i>Dates and Times Number of Days</i>	<i>Type Of Form or Contract</i>	<i>Amount</i>
9899	Madeira Beach Fundamental School parking lot, café and media center	PCCPTA family day fish fry	04/20/13; 1:00pm-7:00pm 1	Additional Use Form	\$288.00 principal waiving rental fees except plant operator wages
9900	Clearwater High School gym	Clearwater, City of basketball	03/20/13-03/21/13; 5:45pm- 10:00pm 2	Additional Use Form	\$399.50

Summary of Cost Recovery for Fiscal-Quarter 3

Plant Operations and Other Personnel Charges: \$81,188

Rooms, Fields and Other Charges: \$413,611

Utility Surcharges: \$22,699

Sales Tax: \$5,398

Total Facility Fees Processed This Fiscal Quarter \$522,896

***Note: Sub-Accounts May Not Equal Total Because of Rounding.
Prepared by the Real Estate Department.***

SCHEDULED**REQUEST FOR APPROVAL (ID # 3966)**

May 7, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval of Amendment No. 2 to Agreement With Creative Contractors, Inc. for the Addition of \$1,748,272 Resulting in a Guaranteed Maximum Price (GMP) of \$4,328,479 in Connection With the Renovations of Windows, Storefront, Exterior Doors and Roofing for Building 1, and Painting of Campus at Osceola Fundamental High School, Project No. 9049

BACKGROUND:

On February 12, 2013, the board approved a Construction Management (CM) Agreement with Creative Contractors, Inc. in the amount of \$2,080,207, for renovations of windows, storefront, exterior doors and roofing for Building 1, and painting of campus at Osceola Fundamental High School.

On April 9, 2013, the board approved Amendment No. 1 to Agreement with Creative Contractors, Inc. in the amount of \$500,000, for a construction allocation to start construction and purchase materials/equipment.

This Amendment No. 2 is comprised of the remaining amount required for renovations of windows, storefront, exterior doors and roofing for Building 1, and painting of campus at Osceola Fundamental High School. This amendment to agreement adds \$1,748,272 to the previous construction allocation of \$2,580,207 resulting in a GMP of \$4,328,479. A copy of the amendment to agreement is attached.

STRATEGIC DIRECTION: Safe Learning Environment

ALTERNATIVES:

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

RECOMMENDATION:

Alternative No. 1 is recommended.

RATIONALE:

Approval of the amendment to agreement is necessary to encumber the funds and continue with construction.

IMPACT STATEMENT:

Construction Cost (Construction Manager)	\$2,080,207	
Amendment No. 1 to CM Agreement	500,000	
Amendment No. 2 to CM Agreement	1,748,272	
Construction Cost (GMP) Sub-Total		\$4,328,479
Project Architect/Engineering Design Cost (PA/E)	\$252,000	
PA/E Sub-Total		\$252,000
Administrative Fees (Miscellaneous)	\$0	
Miscellaneous Sub-Total		\$0
Furniture, Equipment and Technology (FE & T)	\$0	
FE & T Sub-Total		\$0
Total Project Cost to Date		\$4,580,479
The source of this funding is District Capital Outlay School Tax.		

DATA SOURCE:

David Koperski, School Board Attorney
Joe Maceda, Financial Reporting Analyst
Rick Bevilacqua, Manager, Facilities Construction
Larry LaDelfa, Architect Larry LaDelfa
James Cacini, Creative Contractors, Inc.

SUBMITTED BY:

Michael Bessette, Associate Superintendent, Operational Services

ATTACHMENTS:

- Osceola Fund HS GMP Amendment 2 to AGREEMENT (PDF)

CONSTRUCTION MANAGEMENT
AMENDMENT TO AGREEMENT

THIS AMENDMENT TO AGREEMENT, **Amendment No. 2**, made and entered into this **7th day of May, 2013**, by and between THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA, hereinafter referred to as the "Board," and **Creative Contractors, Inc.**, hereinafter referred to as the "Construction Management Firm," or the "CM;"

WITNESSETH:

WHEREAS, on February 12, 2013, the Board and the CM Firm entered into an Agreement which provided for the CM Firm to furnish preconstruction and construction phase services for **replacement of windows, store front, exterior doors and roofing for Building 1, and painting of campus for Osceola Fundamental High School, Project No. 9049**, hereinafter referred to as the "Project;" and

WHEREAS, The Board approved a partial Guaranteed Maximum Price (GMP) to the agreement, in the amount of \$2,580,207 for preconstruction services, construction services, construction related activity associated with new construction and the direct purchase of long lead equipment items; and

WHEREAS, pursuant to paragraph 7.1 of the agreement the CM is to provide a GMP, including the Master Project Schedule for the project; and

WHEREAS, the CM has established a GMP for the project in the amount of **\$4,328,479**; and

WHEREAS, it is stipulated in the February 12, 2013 Agreement that the parties can amend the Agreement; and

WHEREAS, the Board hereby accepts the Superintendent's recommendation to increasing the fee of the CM for services to be performed pursuant to this amended agreement; and.

NOW, THEREFORE, the Board and the CM agree as follows:

- A. The above recitals are true and correct and are incorporated herein as part of this Amendment to Agreement.
- B. The CM shall provide construction services required to complete the replacement of windows, store front, exterior doors and roofing for Building 1, and painting of campus at Osceola Fundamental High School, Project No. 9049 in accordance with the GMP submitted by the CM dated April 5, 2013 on the site set forth in the plans and specification prepared by:

Architect Larry Ladelfa

790 4th Avenue South

St. Petersburg, FL 33701

- C. The CM shall provide construction services required to complete the project in all details in accordance with the contract documents

Except as specifically modified herein, all terms and conditions of the Agreement dated February 12, 2013, shall remain in full force and effect.

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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

Creative Contractors, Inc.
620 Drew Street
Clearwater, FL 33755

By: _____

Title: _____

print or type name

Approved as to Form:



School Board Attorney

05/07/13 10:30 AM

Regular School Board Meeting301 Fourth Street SW
Largo, FL 33770**Pinellas County
Schools****SCHEDULED****REQUEST FOR APPROVAL (ID # 3967)**

May 7, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval of Amendment No. 1 to Agreement With Renker Eich Parks Architects, Inc. for Architectural and Contract Administration Services in Connection With Pre-School Children's Center in the Amount of \$12,000 Resulting in a Total Project Architect/Engineer (PA/E) fee of \$159,870 at pTEC St. Petersburg Campus, Project No. 4507

BACKGROUND:

On December 11, 2012, the board approved a PA/E agreement with Renker Eich Parks Architects, Inc. for the Pre-School Children's Center project in the amount of \$147,870.

Amendment No. 1 increases the scope of the project at pTEC St. Petersburg Campus by adding two classrooms for 4 year old children and redesigning schematic drawings of the original scope of work. This results in an additional estimated construction cost of \$180,000 and increases the fee of the PA/E in the amount of \$12,000. Discussions were held with the PA/E regarding this change. A copy of the amendment to agreement is attached.

STRATEGIC DIRECTION: Safe Learning Environment

ALTERNATIVES:

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

RECOMMENDATION:

Alternative No. 1 is recommended.

RATIONALE:

Approval of the amendment to agreement is necessary to obtain the desired additional services.

IMPACT STATEMENT:

Construction Cost (Construction Manager)	\$733,261	
Construction Cost Sub-Total		\$733,261
Project Architect/Engineering Design Cost (PA/E)	\$147,870	
Amendment No. 1 to PA/E	12,000	
PA/E Sub-Total		\$159,870
Administrative/Planning Costs (Miscellaneous)	\$0	
Miscellaneous Sub-Total		\$0
Furniture, Equipment and Technology (FE & T)	\$0	
FE & T Sub-Total		\$0

Estimated Total Project Cost to Date	\$893,131
The source of this funding is District Capital Outlay School Tax and Sale of Property.	

DATA SOURCE:

David Koperski, School Board Attorney
Joe Maceda, Financial Reporting Analyst
Rick Bevilacqua, Manager, Facilities Construction
Paul Renker, Renker Eich Parks Architects, Inc.

SUBMITTED BY:

Michael Bessette, Associate Superintendent, Operational Services

ATTACHMENTS:

- pTECH St. Pete PAE AMENDMENT (PDF)

AMENDMENT TO AGREEMENT

THIS AMENDMENT TO AGREEMENT, **Amendment No. 1**, made and entered into this **7th day of May, 2013**, by and between THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA, hereinafter referred to as the "Board," and **Renker Eich Parks Architects, Inc.**, hereinafter referred to as the "Project Architect/Engineer," or the PA/E:

WITNESSETH:

WHEREAS, on December 11, 2012, the Board and the PA/E entered into an Agreement ("Agreement") which provided for the PA/E to furnish architectural and engineering services for the design and preparation of contract documents and administrative services for the construction of **Pre-School Children's Center for pTEC St. Petersburg Campus, Project No. 4507**, hereinafter referred to as the "Project;" and

WHEREAS, it has been determined to add two classrooms for 4 year old children to the current scope of work; and

WHEREAS, it is stipulated in the Agreement that the parties can amend the Agreement; and

WHEREAS, the original Agreement established a construction estimate of \$1,400,000. This Amendment increases the estimated construction cost to \$1,592,000; and

WHEREAS, the Board hereby accepts the Superintendent's recommendation to change the Scope of the Project by increasing the fee of the PA/E for services to be performed pursuant to this Amended Agreement;

NOW, THEREFORE, the Board and the PA/E agree, for the consideration hereinafter set forth, the PA/E shall provide all normal architectural and engineering services for the work described herein. This work shall include all supporting design and administrative services necessary to complement the overall design of the Project for the following scope items: add two four year old classrooms to the current scope of work, this additional scope of

work shall conform to the Florida Building Code, PA/E Handbook, and the project Educational Specifications.

The PA/E shall endeavor to furnish the services of this Amendment in a timely manner so the additional work can be completed with the balance of the project, and so the work of this Amendment may be bid at the same time as the rest of the project.

For this work the PA/E shall be paid a **total of \$12,000**, payable as a separate line item in the current payment schedule for Basic Services based on the percentage of work completed in accordance with the payment schedule for Basic Services in the original PA/E Agreement.

All terms and conditions of the original Agreement dated December 11, 2012, except as specifically modified herein, shall remain in full force and effect.

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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

Renker Eich Parks Architects, Inc.
1609 Dr. Martin Luther King Jr. St. N.
St. Petersburg, Florida 33704-4203

By: _____

Title: _____

print or type name

Approved as to Form:

David K. Karpman
School Board Attorney

SCHEDULED**REQUEST FOR APPROVAL (ID # 3968)**

May 7, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Third Quarter Submittal of Change Order Summaries

BACKGROUND:

The attached summaries depict all change orders approved for the third quarter of fiscal year 2012-2013 for both the Office of the School Board Architect and the Maintenance Department under the authority of Board Policy 6345. The change orders listed on the attached summaries were reviewed and approved by Superintendent Designee, Kevin Smith, Associate Superintendent, Finance and Business Services.

The third quarter summary (March 31, 2013) shows two change orders submitted from the Office of the School Board Architect.

The third quarter summary (March 31, 2013) shows no change orders submitted from the Maintenance Department.

STRATEGIC DIRECTION: Managing Productive Systems

RATIONALE:

This report is being submitted in accordance with School Board Policy 6345, whereby change orders or construction change directives are brought to the Board in summary form on a quarterly basis to be entered into the minutes.

DATA SOURCE:

Ed Ural, Director, Facilities Planning, Design and Construction
Mike Hewett, Director, Maintenance
Joe Maceda, Financial Reporting Analyst

SUBMITTED BY:

Michael Bessette, Associate Superintendent, Operational Services

ATTACHMENTS:

- Copy of SBA-MAINTENANCE CO Summary 3rd Quarter Fiscal 2012-2013 (PDF)

CHANGE ORDER SUMMARY
3rd Quarter - Fiscal 2012-2013
1/1/13 - 3/31/13
OFFICE OF SCHOOL BOARD ARCHITECT

Facility	CO #	Description	Date Completed	Superintendent Approval Date	Amount	Original Contract Amount	Revised Contract Amount	Accumulated CO Amount	Time Extension Calendar Days	% AccCO
Bauder ES	No. 1	Parking Lot Drainage	1/7/2013	01/11/13	\$4,821	\$53,102	\$57,923	\$4,821	0	8.32%
East Lake HS	No. 2	Exterior Renovations	2/15/2013	01/25/13	\$24,838	\$3,901,258	\$3,946,660	\$45,402	0	1.15%

CHANGE ORDER SUMMARY
3rd Quarter - Fiscal 2012-2013
1/1/13 - 3/31/13
MAINTENANCE DEPARTMENT

Facility	CO #	Description	Date Completed	Superintendent Approval Date	Amount	Original Contract Amount	Revised Contract Amount	Accumulated CO Amount	Time Extension Calendar Days	% AccCO
None										

SCHEDULED

REQUEST FOR APPROVAL (ID # 3969)

May 7, 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:

- May 7th Auction Items doc (PDF)

Pinellas County Schools Surplus Property Sold at publicsurplus.com

018-9187	Buff Machine (Dart)	016-0826	Toro Mower Rear
034-5121	Epson Projector	019-0079	Safe (LG) Capacity
024-5049	Sewing Machine (Memory)	012-4949	Sewing Machine (Elna)
027-4555	Lexmark Printer	027-4561	Hewitt Packard Laser Printer
026-8388	Hewitt Packard Laser Jet 8000	034-3388	Hewitt Packard Color Laser Jet Printer
033-6425	Hewitt Packard Color Laser Printer	031-9847	Dell CPU Server
034-9914	Dell CPU Server	027-4344	Net Finity CPU Server
030-6036	Poweredge CPU Server	027-6594	Dell Server and Rack Mount
031-9843	Dell CPU, 470 System	006-2101	Welder, Electric, A/D & D/C
004-4816	Molders Rotational	004-4792	Table Saw, Unifences (10")
028-2187	Vacuum Auto Scrubber	029-2311	Scrubbing Machine, Automatic
032-9339	Pullman Scrubbing Machine	021-9292	Pullman Scrubber Machine
003-1962	Scroll Saw, Rockwell	008-4413	Wood Lathe, Rockwell
No Tags	Various Tools	025-4500	Aerowave AC/DC Power
025-4541	Miller, AC/DC, Power	014-6746	Miller Welder
018-3632	Lincoln Electric Welder	006-4862	Pak-Rat II Cutter/Welder
026-9836	Projector - LCD	035-2303	Lexmark Printer
017-1503	Panasonic Editing Controller	035-0289	CCTV Digital Record
035-0382	Digital Record 16	015-0733	Swintec Typewriter
009-3602	Mercotronic Ignition	038-8653	Marine Engine
025-0024	Roll Laminator	031-6317	Laminator – Roll Type
005-4336	Time Card – Cincinnati 3276	022-1740	GE Washer
022-1739	GE Dryer	022-1741	GE Oven
031-9844	Dell PCU	034-4850	Treadmill Machine
027-4773	2002 Thomas Bus – 65 Passenger	027-4775	2002 Thomas Bus – 65 Passenger
026-0871	2000 Thomas Bus - 65 Passenger	023-5901	1996 Int'l Bus – 65 Passenger
023-5902	1996 Int'l Bus – 65 Passenger	023-5903	1996 Int'l Bus – 65 Passenger
023-5905	1996 Int'l Bus – 65 Passenger	024-1340	1997 Int'l Bus – 65 Passenger
024-1344	1997 Int'l Bus – 65 Passenger	024-4397	1998 Int'l Bus – 65 Passenger
024-4399	1998 Int'l Bus – 65 Passenger	026-6186	2001 Thomas Bus – 65 Passenger
026-6200	2001 Thomas Bus – 65 Passenger	026-6202	2001 Thomas Bus – 65 Passenger
026-6203	2001 Thomas Bus – 65 Passenger	026-6209	2001 Thomas Bus – 65 Passenger
026-6213	2001 Thomas Bus – 65 Passenger	027-4745	2002 Thomas Bus – 65 Passenger
027-4746	2002 Thomas Bus – 65 Passenger	027-4749	2002 Thomas Bus – 65 Passenger
027-4753	2002 Thomas Bus – 65 Passenger	027-4762	2002 Thomas Bus – 65 Passenger
027-4766	2002 Thomas Bus – 65 Passenger	023-0875	PIONEER Laser Disc Player
023-4319	Laser Disc Player	023-4315	Laser Disc Player
023-6126	Laser Disc Player	023-6125	Laser Disc Player
018-3908	Laser Disc Player	023-6117	Laser Disc Player
004-0870	Slip Roll Metal ROLL	023-0873	PIONEER Laser Disc Player
032-9856	Voice Mail System	015-4480	Panasonic VHS Camera
032-1103	Sharp Projector, B-105	032-1095	Sharp Projector, B-105
032-1092	Sharp Projector, B-105	005-3036	Stereo Equipment
033-9366	Dell CPU	019-8661	Camcorder
019-2430	Monitor 16" Color	029-9158	Voice Mail System

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

05/07/13 10:30 AM

Regular School Board Meeting301 Fourth Street SW
Largo, FL 33770***Pinellas County
Schools*****SCHEDULED****REQUEST FOR APPROVAL (ID # 3960)**

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

ATTACHMENTS:

- Bids May 7, 2013 (PDF)

PURCHASING AGENDA SUMMARY

May 7, 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>
13-391-251-EX	Commodity Food Processing	EX	1.5 mos.	Food Service Dept. Art Dunham	0410/5470	9502	Advance Pierre Foods, Inc. Land O' Lakes, Inc.	Unknown	55,000.00 (estimate)	<i>Rationale:</i> Additional time is needed to determine how commodity processed foods will be purchased for the 2013/2014 school year. Commodity processed foods will either be purchased direct through Gordon Food Service, Inc. on Bid #12-393-249-RFP or a co-operative contract will be utilized.
13-165-130	Dishwashing Machines	LRB	1 yr.	Food Service Dept. Art Dunham	0410/5470	9502	Beltram Edge Tool Supply, Inc. d/b/a Beltram Foodservice Group SRE Culinary Equipment & Supplies, LLC	Unknown	350,000.00 (estimate)	

*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

0713 agensum.doc)

Attachment: Bids May 7, 2013 (3960 : Bids)

Packet Pg. 153

PURCHASING AGENDA SUMMARY

May 7, 2013

(School Board Meeting Date)

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13-968-198	Electrical Distribution System Replacement	LRB	N/A	Lealman Avenue E/S Bruce Stott	0373/2141	3500/3032	Himes Electric Company, Inc.	303,823.00	303,823.00	
13-968-202	Ceiling, Lighting, HVAC Replacement	LRB	N/A	Tyrone M/S Bruce Stott	0370/4611 0377/4611 0373/4611	3500/3021	R. Krueger Construction, Inc.	289,000.00	289,000.00	
13-740-196	Walk-In Storage Freezer & Production Room	LRB	N/A	Food Service Dept. Art Dunham	0410/0450	9502	Beltram Edge Tool Supply, Inc. d/b/a Beltram Foodservice Group	229,175.00	229,175.00	
13-968-200	T.V. Studio Renovation	LRB	N/A	Clearwater, H/S Bruce Stott	0373/0711	3500/3016	Grosz Construction, Inc.	137,334.00	137,334.00	
13-968-199	Lighting Retrofit Installation	LRB	N/A	Bear Creek E/S Bruce Stott	0373/0271	3500/3021	L & S Enterprises, LLC	129,092.72	129,092.72	
13-968-195	Demolition of Existing and Installation of New Walk-In Storage Freezer & Production Room	LRB	N/A	Food Service Dept. Art Dunham	0410/0450	9502	Roberts HVAC & Refrigeration, Inc.	119,654.00	119,654.00	

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May 7, 2013

(School Board Meeting Date)

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13-803-207	P.A. Sound System Removal & Replacement	LRB	N/A	Palm Harbor University H/S Keith Thomsen	0100/4681	2320/1136	BCI Integrated Solutions	102,485.52	102,485.52	
13-968-203	Electronic Distribution System Housing	LRB	N/A	Madeira Beach Fundamental School Bruce Stott	0377/2261	3500/3038	Alspach Construction & Electronic, Inc.	74,167.00	74,167.00	
13-968-201	Electrical Distribution System Replacement	LRB	N/A	Countryside H/S Bruce Stott	0373/0751	3500/3032	MCS of Tampa	43,726.17	43,726.17	
13-165-250-PB	Cafeteria Refrigeration & Ice Machines	PB	1 yr.	Food Service Dept. Art Dunham Maintenance Dept. Mike Hewett	0410/5470 0100/5370	9502 9503	Beltram Edge Tool Supply, Inc. d/b/a Beltram Foodservice Group International Restaurant Distributors, Inc. SRE Culinary Equipment & Supplies, LLC	Unknown	320,000.00 (estimate)	<i>Rationale:</i> Piggy-backing Orange County Public Schools Bid #ITB1203046.

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May 7, 2013

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13-340-249-PB	Fire Extinguisher Service	PB	1 yr.	Vehicle Maintenance Dept. Wade Hutchins County Wide Doug Abbott	0100/5900 0100/6080	9902 9601/3390	All Florida Fire Equipment Company	77,000.00	77,000.00 (estimate)	<i>Rationale:</i> Piggy-backing Manatee County School District Bid #10-0053-MR.
13-031-212	Chiller Direct Purchase	REJ	N/A	Largo H/S Doug Schoel						<i>Rationale:</i> All bids were rejected, this purchase will be incorporated into the design and construction of the new school beginning in the 2013/2014 fiscal year.
13-675-179-RN	Pesticides	RN	1 yr.	Maintenance Dept. Mike Guild	0100/5370		Helena Chemical Company J.C. Ehrlich Co., Inc. d/b/a Target Specialty Products Univar USA, Inc	Unknown	90,000.00 (estimate)	

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13-715-232-SC	Textbooks, State Adopted	SC	1 yr.	Instructional Materials Department, Gary Klesius	0100/5620	1120/4700	Florida School Book Depository	6,000,000.00	6,000,000.00 (estimate)	<i>Rationale:</i> The Florida School Book Depository is the only established depository for published materials in the state of Florida. It was established in accordance with FS 6A-1.012.
13-205-263-SS	Sole Source Software	SS	3.5 yrs.	County Wide Middle Schools Danielle Campbell	0100/5290 0100/var. 0420/5330 0420/5330	1180/6236 2342 A630 B630	Achieve 3000	812,054.00	812,054.00	<i>Rationale:</i> This vendor holds the copyrights and distribution for this software. \$100,000 of this contract is being purchased for the Summer Bridge Program.
13-205-253-SS	Sole Source Software	SS	N/A	Elementary Mathematics Dept. Laurel Rotter	0420/5380	A630	Mind Research Institute	558,698.00	558,698.00	<i>Rationale:</i> This vendor holds the copyrights and distribution rights for this software.

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May 7, 2013

(School Board Meeting Date)

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<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>
13-480-260-SS	Sole Source Instructional Materials	SS	N/A	Elementary Mathematics Dept. Laurel Rotter	0100/5290 0420/5330 0420/5330	1180/6236 A630 B630	Scholastic, Inc.	229,177.00	229,177.00	<i>Rationale:</i> This vendor is the sole distributor for “Do the Math” instructional materials. These materials are being purchased for the Summer Bridge Program.
13-961-258-SS	Sole Source Training & Materials	SS	4 mos.	Elementary Language Arts & Reading Dept. Tracie Bergman	0420/5810 0420/5810	A211 B211	Core Connections, Inc.	91,600.00	91,600.00	<i>Rationale:</i> This vendor holds the copyrights and distribution rights for this training and materials.
13-480-261-SS	Sole Source Reading Materials	SS	N/A	Elementary Education Dept. Kathleen Young-Parker	0100/5290 0420/5330 0420/5330	1180/6236 A630 B630	Capstone Classroom	86,668.80	86,668.80	<i>Rationale:</i> This vendor holds the copyrights for these reading materials. These materials are being purchased for the Summer Bridge Program.

*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:

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0713 agensum.doc)

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PURCHASING AGENDA SUMMARY

May 7, 2013

(School Board Meeting Date)

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<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>
13-205-257-SS	Sole Source Site Licenses	SS	3 mos.	Elementary Language Arts & Reading Dept. Tracie Bergman	0100/5810	2341	Voyager Learning, Inc.	74,000.00	74,000.00	<i>Rationale:</i> This vendor holds the copyrights and distribution rights for the "Ticket to Read" online site licenses.
13-961-259-SS	Sole Source Software	SS	N/A	Elementary Science Dept. Julie Poth	0420/5070	A630	D C Jaeger Corporation	65,925.00	65,925.00	<i>Rationale:</i> This vendor is the sole distributor and service/support center for the LJ CREATE software in Florida.

*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:

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Attachment: Bids May 7, 2013 (3960 : Bids)

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

10.17.a**School Board Meeting of: May 7, 2013****Bid No:** 13-391-251-EX**Bid Title:** Commodity Food Processing**Original Bid No:** 10-391-109

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: 6 wks ☐ Co-Op Bid
☐ Professional Services per FS 287.055 ☐ Direct Negotiation per 6A-1.012 (14) ☐ Emergency Ratification *

Contract Period: 5/12/13 thru 6/30/13☐ N/A - One Time Purchase**Contract Value:** \$ 55,000.00

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

Renewal Options:	No. of Terms Remaining	☐ Length of Each Term 6-months	☐ Length of Each Term - year	☒ None
-------------------------	------------------------	--	--	--

*** Rationale/Reason**

Additional time is needed to determine how commodity processed foods will be purchased for the 2013/2014 school year. Commodity processed foods will either be purchased direct through Gordon Food Service, Inc. on Bid #12-393-249-RFP or a co-operative contract will be utilized.

☐ **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: Food Service Department

Requested By: Art Dunham
Title: Director, Food Service Department

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

Provide processing services to convert USDA donated cheese & peanut butter into usable end products.

	PROCESSING PRICE/ CS.	VENDOR
CHEESE (Processed Into):		
<u>Cheese Portions:</u> 1 oz. reduced fat Colby Jack, individually wrapped, Code #44878	20.27	LAND O'LAKES, INC. (V – 8255)
<u>Cheese Portions:</u> 1 oz. portion, light mozzarella string, individually wrapped, Code #59703	12.92	LAND O'LAKES, INC. (V – 8255)

Note: Cheese slices code#46288 and cheese cups code #39943 are not being extended as they are not needed for food services summer food program.

PEANUT BUTTER (Processed Into):		
<u>Crustless Sandwich:</u> 2.8 oz. smooth peanut butter and grape jelly with wheat bread , Code #92123	24.16	ADVANCE PIERRE FOODS, INC (V – 29152)
<u>Crustless Sandwich:</u> 2.8 oz. smooth peanut butter and strawberry jelly with wheat bread , Code #92127	24.28	ADVANCE PIERRE FOODS, INC (V – 29152)

Note: Only the peanut butter crustless sandwich items are being extended as they are the only items needed for food services summer food program.

Note: Items originally delivered and stored in our warehouse will be direct purchased by Gordon Food Service, Inc. who was awarded our Food Service Product Procurement and Distribution Services Bid #12-393-249-RFP and delivered to each location as needed for \$1.23 per Group C: USDA Commodity Processed Foods / Direct Purchase (currently delivered direct to district).

Attachment: Bids May 7, 2013 (3960 : Bids)

PURCHASING AGENDA ITEM

10.17.a

School Board of Pinellas County, Florida

School Board Meeting of: May 7, 2013**Bid No:** 13-165-130**Bid Title:** Dishwashing Machines**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: 5/07/13 thru 5/06/14☐ N/A - One Time Purchase**Contract Value:** \$ 350,000.00

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

Renewal Options:	No. of Terms Remaining	☐ Length of Each Term	☒ Length of Each Term	☐ None
	2	6-months	1 - year	

*** Rationale/Reason**☐ Reason for Submittal to Board Under Separate Cover:
 Bidders Solicited: 76
 Bids Received: 2
 Late Bids: 0
 Rejected Bids: 0
☐ N/A - Bids Not Required

Submitted By: Linda M. Balcombe, CPPO, CPPB
Title: Director, Purchasing Department
For: Food Service Department
Requested By: Art Dunham
Title: Director, Food Service Department
Buyer: Jena Grage**Recommended award by vendor as follows:** (see attached)

Attachment: Bids May 7, 2013 (3960 : Bids)

Provide **dishwashing machines** for the food service department per bid specifications.

SRE CULINARY EQUIPMENT & SUPPLIES LLC. (V-27505)

Group 1: Champion Industries

DESCRIPTION	EST. QTY.	UNIT PRICE DELIVERED	EXTENDED PRICE DELIVERED	UNIT PRICE ALTERNATE DELIVERED & INSTALLED	EXTENDED TOTAL ALTERNATE DELIVERED & INSTALLED
(A)	(B)	(C) = (A X B)	D	(E) = (A X D)	
Pinellas Park Middle					
Champion Model 44 High Temperature Rack Conveyer Dishwashing Machine.					
208/240 single or three phase	1 ea	\$13,644.00	\$13,644.00	\$15,144.00	\$15,144.00
480 three phase	1 ea	13,644.00	13,644.00	15,144.00	15,144.00
Booster Heaters Electric: 22 kW (70°F rise) (built-in only)	1 ea	2,698.00	2,698.00	2,698.00	2,698.00
Vent cowl, stainless steel with 7" stack and locking damper	1 set	709.00	709.00	709.00	709.00
Grand Total:			\$17,051.00		\$18,551.00
Lake St. George Elementary					
Champion Model 44 High Temperature Rack Conveyer Dishwashing Machine.					
208/240 single or three phase	1 ea	\$13,644.00	\$13,644.00	\$15,144.00	\$15,144.00
480 three phase	1 ea	13,644.00	13,644.00	15,144.00	15,144.00
Booster Heaters Electric: 22 kW (70°F rise) (built-in only)	1 ea	2,698.00	2,698.00	2,698.00	2,698.00
Vent cowl, stainless steel with 7" stack and locking damper	1 set	709.00	709.00	709.00	709.00
Extended pawl bar (extended drive unit) for use with load tabling	1 ea	583.00	583.00	583.00	583.00
Grand Total:			\$17,634.00		\$19,134.00

SRE CULINARY EQUIPMENT & SUPPLIES LLC. (V-27505) (Continued)**Group 1: Champion Industries** (Continued)

DESCRIPTION	EST. QTY.	UNIT PRICE DELIVERED	EXTENDED PRICE DELIVERED	UNIT PRICE ALTERNATE DELIVERED & INSTALLED	EXTENDED TOTAL ALTERNATE DELIVERED & INSTALLED
	(A)	(B)	(C) = (A X B)	D	(E) = (A X D)
Ponce De Leon Elementary					
Champion Model 44 High Temperature Rack Conveyer Dishwashing Machine.					
208/240 single or three phase	1 ea	\$13,644.00	\$13,644.00	\$15,144.00	\$15,144.00
480 three phase	1 ea	13,644.00	13,644.00	15,144.00	15,144.00
Booster Heaters Electric: 22 kW (70°F rise) (built-in only)	1 ea	2,698.00	2,698.00	2,698.00	2,698.00
Vent cowl, stainless steel with 7" stack and locking damper	1 set	709.00	709.00	709.00	709.00
Grand Total:			\$17,051.00		\$18,551.00

Options:

DESCRIPTION	EST. QTY.	UNIT PRICE DELIVERED	EXTENDED PRICE DELIVERED	UNIT PRICE ALTERNATE DELIVERED & INSTALLED	EXTENDED TOTAL ALTERNATE DELIVERED & INSTALLED
	(A)	(B)	(C) = (A X B)	D	(E) = (A X D)
Booster Heaters Electric: 22 kW (70°F rise) (built-in only)	1 ea	\$2,798.00	\$2,798.00	\$3,698.00	\$3,698.00
Extended pawl bar (extended drive unit) for use with load tabling	1 ea	613.00	613.00	1,013.00	1,013.00
Table limit switch	1 ea	214.00	214.00	514.00	514.00
Vent cowl, stainless steel with 7" stack and locking damper	1 set	759.00	759.00	1,159.00	1,159.00
Extended vent hood, stainless steel with 7" stack and locking damper	1 ea	575.00	575.00	975.00	975.00
Water pressure regulating valve	1 ea	214.00	214.00	414.00	414.00

SRE CULINARY EQUIPMENT & SUPPLIES LLC. (V-27505) (Continued)**Group 1: Champion Industries** (Continued)**Options** (Continued):

DESCRIPTION	EST. QTY.	UNIT PRICE DELIVERED	EXTENDED PRICE DELIVERED	UNIT PRICE ALTERNATE DELIVERED & INSTALLED	EXTENDED TOTAL ALTERNATE DELIVERED & INSTALLED
	(A)	(B)	(C) = (A X B)	D	(E) = (A X D)
Two-point electrical connection	1 ea	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Vertical clearance through machine: 24	1 ea	538.00	538.00	538.00	538.00
Model CCT 180 (180° Corner Conveyor Table)	1 ea	6,174.00	6,174.00	6,574.00	6,574.00
Model CCT 90 (90° Corner Conveyor Table)	1 ea	4,232.00	4,232.00	4,632.00	4,632.00
Splash shields	1 ea	0.00	0.00	0.00	0.00

Note:

- Water pressure regulating valve is only needed if installing non Champion booster.
- Vertical clearance through machine: 24 is only available from factory at time of purchase.
- Slash shields are include with unit.

DESCRIPTION	EST. QTY.	UNIT PRICE DELIVERED	EXTENDED PRICE DELIVERED	UNIT PRICE ALTERNATE DELIVERED & INSTALLED	EXTENDED TOTAL ALTERNATE DELIVERED & INSTALLED
	(A)	(B)	(C) = (A X B)	D	(E) = (A X D)
Osceola Middle					
Champion Model LD-20 Pot, Pan and Utensil Washer.					
208/240 single or three phase	1 ea	\$19,355.00	\$19,355.00	\$20,855.00	\$20,855.00
480 three phase	1 ea	19,355.00	19,355.00	20,855.00	20,855.00
Grand Total:			\$19,355.00		\$20,855.00
Osceola High					
Champion Model LD-20 Pot, Pan and Utensil Washer.					
208/240 single or three phase	1 ea	\$19,355.00	\$19,355.00	\$20,855.00	\$20,855.00
480 three phase	1 ea	19,355.00	19,355.00	20,855.00	20,855.00
Grand Total:			\$19,355.00		\$20,855.00
Group 1 Total:			\$90,446.00		\$97,946.00

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SRE CULINARY EQUIPMENT & SUPPLIES LLC. (V-27505) (Continued)

Group 1: Champion Industries (Continued)

Materials & Supplies:

Bidder (s) shall indicate the percentage discount from manufacturer's list price for parts & materials.

MANUFACTURER	PERCENTAGE
Champion	35%

BELTRAM EDGE TOOL SUPPLY, INC D/B/A BELTRAM FOOD SERVICE GROUP (V-256)

Group 2: Insinger Machine Company

DESCRIPTION	EST. QTY.	UNIT PRICE DELIVERED	EXTENDED PRICE DELIVERED	UNIT PRICE ALTERNATE DELIVERED & INSTALLED	EXTENDED TOTAL ALTERNATE DELIVERED & INSTALLED
	(A)	(B)	(C) = (A X B)	D	(E) = (A X D)
Forest Lakes Elementary					
Insinger – Admiral Model 44 Single Tank Conveyor Dishwashing Machine.					
208/240 single or three phase	1 ea	\$13,985.00	\$13,985.00	\$15,741.00	\$15,741.00
480 three phase	1 ea	13,985.00	13,985.00	15,741.00	15,741.00
Built-in electric booster heater 70 degree rise	1 ea	2,693.00	2,693.00	2,693.00	2,693.00
Vent cowl collar with adjustable damper controls	1 set	620.00	620.00	620.00	620.00
Power Unloader	1 ea	5,055.00	5,055.00	5,055.00	5,055.00
Grand Total:			\$22,353.00		\$24,109.00

BELTRAM EDGE TOOL SUPPLY, INC D/B/A BELTRAM FOOD SERVICE GROUP (V-256) (Continued)**Group 2: Insinger Machine Company** (Continued)

DESCRIPTION	EST. QTY.	UNIT PRICE DELIVERED	EXTENDED PRICE DELIVERED	UNIT PRICE ALTERNATE DELIVERED & INSTALLED	EXTENDED TOTAL ALTERNATE DELIVERED & INSTALLED
(A)	(B)	(C) = (A X B)	D	(E) = (A X D)	
Ozona Elementary					
Insinger – Admiral Model 44 Single Tank Conveyor Dishwashing Machine.					
208/240 single or three phase	1 ea	\$13,985.00	\$13,985.00	\$15,741.00	\$15,741.00
480 three phase	1 ea	13,985.00	13,985.00	15,741.00	15,741.00
Built-in electric booster heater 70 degree rise	1 ea	2,693.00	2,693.00	2,693.00	2,693.00
Vent cowl collar with adjustable damper controls	1 set	620.00	620.00	620.00	620.00
Power Unloader	1 ea	5,055.00	5,055.00	5,055.00	5,055.00
Grand Total:			\$22,353.00		\$24,109.00
Woodlawn Elementary					
Insinger – Admiral Model 44 Single Tank Conveyor Dishwashing Machine.					
208/240 single or three phase	1 ea	\$13,985.00	\$13,985.00	\$15,741.00	\$15,741.00
480 three phase	1 ea	13,985.00	13,985.00	15,741.00	15,741.00
Built-in electric booster heater 70 degree rise	1 ea	2,693.00	2,693.00	2,693.00	2,693.00
Vent cowl collar with adjustable damper controls	1 set	620.00	620.00	620.00	620.00
Grand Total:			\$17,298.00		\$19,054.00
Group 2 Total:			\$62,004.00		\$67,272.00

BELTRAM EDGE TOOL SUPPLY, INC D/B/A BELTRAM FOOD SERVICE GROUP (V-256) (Continued)

Group 2: Insinger Machine Company (Continued)

Options:

DESCRIPTION	EST. QTY.	UNIT PRICE DELIVERED	EXTENDED PRICE DELIVERED	UNIT PRICE ALTERNATE DELIVERED & INSTALLED	EXTENDED TOTAL ALTERNATE DELIVERED & INSTALLED
	(A)	(B)	(C) = (A X B)	D	(E) = (A X D)
Built-in electric booster heater 70 degree rise	1 ea	\$2,693.00	\$2,693.00	\$2,693.00	\$2,693.00
Pressure reduction valve and line strainer	1 ea	136.50	136.50	136.50	136.50
Vent cowl collar with adjustable damper controls	1 set	620.00	620.00	620.00	620.00
Rack limit switch	1 ea	243.50	243.50	243.50	243.50
Power Loader	1 ea	3,579.00	3,579.00	3,579.00	3,579.00
Power Unloader	1 ea	5,055.00	5,055.00	5,055.00	5,055.00
Door activated drain closer	1 set	325.00	325.00	325.00	325.00

Materials & Supplies:

Bidder (s) shall indicate the percentage discount from manufacturer's list price for parts & materials.

MANUFACTURER	PERCENTAGE
Insinger	0%

Group 3: MEIKO

DESCRIPTION	EST. QTY.	UNIT PRICE DELIVERED	EXTENDED PRICE DELIVERED	UNIT PRICE ALTERNATE DELIVERED & INSTALLED	EXTENDED TOTAL ALTERNATE DELIVERED & INSTALLED
(A)	(B)	(C) = (A X B)	D	(E) = (A X D)	
Meadowlawn Middle					
MEIKO FV 250.2 Front Loading Pot Washer.					
208/240 single or three phase	1 ea	\$27,000.00	\$27,000.00	\$27,675.00	\$27,675.00
480 three phase	1 ea	27,000.00	27,000.00	27,675.00	27,675.00
Additional sheet pan insert (holds 11 pans) – increases machine capacity to 22 sheet pans per cycle	1 ea	340.00	340.00	340.00	340.00
Grand Total:			\$27,340.00		\$28,015.00
MEIKO FV 130.2 Series Hot Water Sanitizing Pot and Pan Washer.					
208/240 single or three phase	1 ea	\$20,275.00	\$20,275.00	\$20,850.00	\$20,850.00
480 three phase	1 ea	\$20,275.00	\$20,275.00	\$20,850.00	\$20,850.00
Grand Total:			\$20,275.00		\$20,850.00
Dunedin High					
MEIKO FV 250.2 Front Loading Pot Washer.					
208/240 single or three phase	1 ea	\$27,000.00	\$27,000.00	\$27,675.00	\$27,675.00
480 three phase	1 ea	27,000.00	27,000.00	27,675.00	27,675.00
Additional sheet pan insert (holds 11 pans) – increases machine capacity to 22 sheet pans per cycle	1 ea	340.00	340.00	340.00	340.00
Grand Total:			\$27,340.00		\$28,015.00

Note: At this time a determination cannot be made as to which machine will be best suited for Meadowlawn Middle. Only one machine will be purchased for this school.

BELTRAM EDGE TOOL SUPPLY, INC D/B/A BELTRAM FOOD SERVICE GROUP (V-256) (Continued)**Group 3: MEIKO** (Continued)**Options:**

DESCRIPTION	EST. QTY.	UNIT PRICE DELIVERED	EXTENDED PRICE DELIVERED	UNIT PRICE ALTERNATE DELIVERED & INSTALLED	EXTENDED TOTAL ALTERNATE DELIVERED & INSTALLED
	(A)	(B)	(C) = (A X B)	D	(E) = (A X D)
Built-in liquid detergent and rinse aid pumps	1 ea	\$487.00	\$487.00	\$487.00	\$487.00
Flanged, bolt-down feet	1 ea	240.00	240.00	240.00	240.00
External vent fan control with adjustable delay timer	1 ea	405.00	405.00	405.00	405.00
Drain water tempering kit	1 ea	498.00	498.00	498.00	498.00
Additional sheet pan insert (holds 11 pans) – increases machine capacity to 22 sheet pans per cycle	1 ea	340.00	340.00	340.00	340.00

DESCRIPTION	EST. QTY.	UNIT PRICE DELIVERED	EXTENDED PRICE DELIVERED	UNIT PRICE DELIVERED & INSTALLED	EXTENDED TOTAL DELIVERED & INSTALLED
	(A)	(B)	(C) = (A X B)	D	(E) = (A X D)
Leila Davis Elementary					
MEIKO K-44ET Series Hot Water Sanitizing Single Tank Rack Conveyor Dishwashing Machine.					
208/240 single or three phase	1 ea	\$16,675.00	\$16,675.00	\$17,700.00	\$17,700.00
480 three phase	1 ea	\$16,675.00	\$16,675.00	\$17,700.00	\$17,700.00
Built-in electric booster heater 70 degree rise	1 ea	2,538.00	2,538.00	2,538.00	2,538.00
Vent cowl, stainless steel with 7" stack and locking damper	1 set	826.00	826.00	826.00	826.00
Grand Total:			\$20,039.00		\$21,064.00

BELTRAM EDGE TOOL SUPPLY, INC D/B/A BELTRAM FOOD SERVICE GROUP (V-256) (Continued)**Group 3: MEIKO** (Continued)

DESCRIPTION	EST. QTY.	UNIT PRICE DELIVERED	EXTENDED PRICE DELIVERED	UNIT PRICE DELIVERED & INSTALLED	EXTENDED TOTAL DELIVERED & INSTALLED
(A)	(B)	(C) = (A X B)	D	(E) = (A X D)	
Curlew Creek Elementary					
MEIKO K-44ET Series Hot Water Sanitizing Single Tank Rack Conveyor Dishwashing Machine.					
208/240 single or three phase	1 ea	\$16,675.00	\$16,675.00	\$17,700.00	\$17,700.00
480 three phase	1 ea	\$16,675.00	\$16,675.00	\$17,700.00	\$17,700.00
Built-in electric booster heater 70 degree rise	1 ea	2,538.00	2,538.00	2,538.00	2,538.00
Vent cowl, stainless steel with 7" stack and locking damper	1 set	826.00	826.00	826.00	826.00
Grand Total:			\$20,039.00		\$21,064.00
Garrison Jones Elementary					
MEIKO K-44ET Series Hot Water Sanitizing Single Tank Rack Conveyor Dishwashing Machine.					
208/240 single or three phase	1 ea	\$16,675.00	\$16,675.00	\$17,700.00	\$17,700.00
480 three phase	1 ea	\$16,675.00	\$16,675.00	\$17,700.00	\$17,700.00
Built-in electric booster heater 70 degree rise	1 ea	2,538.00	2,538.00	2,538.00	2,538.00
Vent cowl, stainless steel with 7" stack and locking damper	1 set	826.00	826.00	826.00	826.00
Grand Total:			\$ 20,039.00		\$ 21,064.00
Group 3 Total:			\$135,072.00		\$140,072.00

BELTRAM EDGE TOOL SUPPLY, INC D/B/A BELTRAM FOOD SERVICE GROUP (V-256) (Continued)

Group 3: MEIKO (Continued)

Options:

DESCRIPTION	EST. QTY. (A)	UNIT PRICE DELIVERED (B)	EXTENDED PRICE DELIVERED (C) = (A X B)	UNIT PRICE ALTERNATE DELIVERED & INSTALLED D	EXTENDED TOTAL ALTERNATE DELIVERED & INSTALLED (E) = (A X D)
Built-in electric booster heater 70 degree rise	1 ea	\$2,538.00	\$2,538.00	\$2,538.00	\$2,538.00
Vent cowl, stainless steel with 7" stack and locking damper	1 set	826.00	826.00	826.00	826.00

Materials & Supplies:

Bidder (s) shall indicate the percentage discount from manufacturer's list price for parts & materials.

MANUFACTURER	PERCENTAGE
MEIKO	0%

Note:

Percentage of discount for materials and supplies in group 2 & 3 is 0% as parts should be purchased from the Authorized Service Agency.

Electrical requirements cannot be determined at this time and will be determined at time of purchase. Initial purchase is For schools listed in groups 1-3; however, future purchases may be made under this contract but cannot be determined at this time.

PURCHASING AGENDA ITEM**10.17.a**

School Board of Pinellas County, Florida

School Board Meeting of: May 7, 2013**Bid No:** 13-968-198**Bid Title:** Electrical Distribution 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:** \$ 303,823.00

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
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*** Rationale/Reason**

☐ Reason for Submittal to Board Under Separate Cover:

 Bidders Solicited: 198
 Bids Received: 4
 Late Bids: 0
 Rejected Bids: 0
☐ N/A - Bids Not Required
Submitted By: Linda M. Balcombe, CPPO, CPPB**For:** Lealman Avenue 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:*****HIMES ELECTRIC COMPANY, INC.**

Provide labor and materials to replace the electrical distribution system as per plans and specifications.

PURCHASING AGENDA ITEM

10.17.a

School Board of Pinellas County, Florida

School Board Meeting of: May 7, 2013**Bid No:** 13-968-202**Bid Title:** Ceiling, Lighting, HVAC 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:**

\$ 289,000.00

Contract Type:☐ Estimated

Dollar Amount

☒ Firm, Fixed

Dollar Amount

☐ Firm, Fixed

Unit Prices

☐ Firm, Fixed

Fees or Discounts

Renewal Options:No. of Terms
Remaining
☐ Length of
Each Term
6-months

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

☐ Reason for Submittal to Board Under Separate Cover:

Bidders Solicited: 342Bids Received: 7Late Bids: 0Rejected Bids: 0☐ N/A - Bids Not Required

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

For: Tyrone Middle School

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

Buyer: Christine Roney**Recommended award by vendor as follows:****R. KRUEGER CONSTRUCTION INC.**

Provide labor and materials to demolish, repair, and replace HVAC, ceilings, and lights as per plans and specifications.

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

10.17.a**School Board Meeting of: May 7, 2013****Bid No:** 13-740-196**Bid Title:** Walk-In Storage Freezer & Production Room**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:** \$ 229,175.00

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
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*** Rationale/Reason**

☐ Reason for Submittal to Board Under Separate Cover:

Bidders Solicited: 60 Bids Received: 3 Late Bids: 0 Rejected Bids: 1 ☐ N/A - Bids Not Required

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

For: Walter Pownall Service Center

Requested By: Art Dunham
Title: Director, Food Service Department

Buyer: Jena Grage**Recommended award by vendor as follows:****BELTRAM EDGE TOOL SUPPLY, INC. D/B/A BELTRAM FOODSERVICE GROUP (V-256)**

Provide & deliver one (1) new 44'3-0" wide x 80'3-0" long x 17'4" high Thermo-Kool walk-in storage freezer & production room per bid specifications to Walter Pownall Service location of Pinellas County Schools, installation by others.

PURCHASING AGENDA ITEM

10.17.a

School Board of Pinellas County, Florida

School Board Meeting of: May 7, 2013**Bid No:** 13-968-200**Bid Title:** T.V. Studio Renovation**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:**

\$ 137,334.00

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: 342Bids Received: 11Late Bids: 0Rejected Bids: 1☐ 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:****GROSZ CONSTRUCTION INC.**

Provide labor and materials to replace the existing lighting, HVAC and duct work in the T.V. Studio as per plans and specifications.

PURCHASING AGENDA ITEM

10.17.a

School Board of Pinellas County, Florida

School Board Meeting of: May 7, 2013**Bid No:** 13-968-199**Bid Title:** Lighting Retrofit Installation**Original Bid No:** N/A

Recommend approval of this agenda item under the specific category checked below.

Agenda Item Categories:

- ☒ Lowest Responsive Bid
 ☐ Request for Proposal
 ☐ Reject Bids
 ☐ Piggy-Back Bid per 6A-1.012 (6)
 ☐ Sale of Property
☐ Revised Award *
 ☐ Highest Point Score
 ☐ Re-Award (partial/whole) *
 ☐ State Contract per 6A-1.012 (5)
☐ Renewal of Contract
 ☐ Contract/Bid Termination *
 ☐ Contract Extension * Term: _____
 ☐ Co-Op Bid
☐ Professional Services per FS 287.055
 ☐ Direct Negotiation per 6A-1.012 (14)
 ☐ Emergency Ratification *

Contract Period: thru ☒ N/A - One Time Purchase**Contract Value:** \$ 129,092.72

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
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*** Rationale/Reason**☐ Reason for Submittal to Board Under Separate Cover:
 Bidders Solicited: 198
 Bids Received: 10
 Late Bids: 0
 Rejected Bids: 1
☐ N/A - Bids Not Required

Submitted By: Linda M. Balcombe, CPPO, CPPB
For: Bear Creek 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:**L&S ENTERPRISES, LLC.**

Provide labor and materials to install the lighting retrofit project as per plans and specifications.

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

10.17.a

School Board Meeting of: May 7, 2013**Bid No:** 13-968-195**Bid Title:** Demolition of Existing and Installation of New Walk-In Storage Freezer & Production Room**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:** \$ 119,654.00

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
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*** Rationale/Reason**
☐ Reason for Submittal to Board Under Separate Cover:

 Bidders Solicited: 122
 Bids Received: 2
 Late Bids: 0
 Rejected Bids: 0
☐ N/A - Bids Not Required

Submitted By: Linda M. Balcombe, CPPO, CPPB
For: Walter Pownall Service Center
Title: Director, Purchasing Department

Requested By: Art Dunham
Buyer: Jena Grage
Title: Director, Food Service Department

Recommended award by vendor as follows:**ROBERTS HVAC & REFRIGERATION, INC.**

Provide all materials, labor, tools, equipment & supervision required for the demolition of existing walk-In storage freezer and installation of new Thermo-Kool walk-in storage freezer unit as per bid specifications at the Walter Pownall Service Center location.

PURCHASING AGENDA ITEM**10.17.a**

School Board of Pinellas County, Florida

School Board Meeting of: May 7, 2013**Bid No:** 13-803-207**Bid Title:** P.A. Sound System Removal & 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:** \$ 102,485.52

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
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*** Rationale/Reason**

☐ Reason for Submittal to Board Under Separate Cover:

 Bidders Solicited: 110 Bids Received: 1 Late Bids: 0 Rejected Bids: 0 ☐ N/A - Bids Not Required
Submitted By: Linda M. Balcombe, CPPO, CPPB**For:** Palm Harbor University High School**Title:** Director, Purchasing Department**Requested By:** Edward Ural**Buyer:** Christine Roney**Title:** Director, Facilities Planning, Design and Construction**Recommended award by vendor as follows:****BCI INTEGRATED SOULUTIONS**

Provide labor and materials to remove and replace the auditorium sound system as per plans and specifications.

PURCHASING AGENDA ITEM

10.17.a

School Board of Pinellas County, Florida

School Board Meeting of: May 7, 2013**Bid No:** 13-968-203**Bid Title:** Electrical Distribution System Housing**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:**

\$ 74,167.00

Contract Type:☐ Estimated

Dollar Amount

☒ Firm, Fixed

Dollar Amount

☐ Firm, Fixed

Unit Prices

☐ Firm, Fixed

Fees or Discounts

Renewal Options:

No. of Terms Remaining	☐ Length of Each Term	☐ Length of Each Term	☒ None
	6-months	- year	

*** Rationale/Reason**

☐ Reason for Submittal to Board Under Separate Cover:

Bidders Solicited: 342Bids Received: 4Late Bids: 0Rejected Bids: 0☐ N/A - Bids Not Required**Submitted By:**

Linda M. Balcombe, CPPO, CPPB

For:Madeira Beach Fundamental
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:****ALSPACH CONSTRUCTION & ELECTRONIC, INC.**

Provide labor and materials for a new electrical room to house a transformer and an electrical distribution system as per plans and specifications.

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

10.17.a

School Board Meeting of: May 7, 2013**Bid No:** 13-968-201**Bid Title:** Electrical Distribution 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:** \$ 43,726.17

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
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*** Rationale/Reason**

☐ Reason for Submittal to Board Under Separate Cover:

 Bidders Solicited: 452
 Bids Received: 8
 Late Bids: 0
 Rejected Bids: 0
☐ N/A - Bids Not Required

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

For: Countryside High School

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

Buyer: Christine Roney***Recommended award by vendor as follows:*****MCS OF TAMPA**

Provide labor and materials to replace the electrical distribution system as per plans and specifications.

PURCHASING AGENDA ITEM**10.17.a**

School Board of Pinellas County, Florida

School Board Meeting of: May 7, 2013**Bid No:** 13-165-250-PB**Bid Title:** Cafeteria Refrigeration & Ice Machines**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: 5/11/13 thru 5/10/14☐ N/A - One Time Purchase**Contract Value:** \$ 320,000.00

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

Renewal Options:	No. of Terms Remaining	☐ Length of Each Term	☒ Length of Each Term	☐ None
	2	6-months	1 - year	

*** Rationale/Reason**Piggy-backing Orange County Public Schools Bid #ITB1203046.☐ Reason for Submittal to Board Under Separate Cover:
 Bidders Solicited: _____ Bids Received: _____ Late Bids: _____ Rejected Bids: _____ ☒ N/A - Bids Not Required
Submitted By: Linda M. Balcombe, CPPO, CPPB**For:** Food Service Department & Maintenance Department**Title:** Director, Purchasing Department**Requested By:** Art Dunham**Buyer:** Jena Grage**Title:** Director, Food Service Department**Requested By:** Michael Hewett**Title:** Director, Maintenance Department**Recommended award by vendor as follows: (see attached)**

Provide and deliver cafeteria refrigeration & ice machines to the Pinellas County Schools Warehouse and other district locations, on an as needed basis, at the following firm, unit prices or discounts.

BELTRAM EDGE TOOL SUPPLY, INC D/B/A BELTRAM FOOD SERVICE GROUP (V-256)

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>BRAND</u>	<u>MODEL NUMBER</u>	<u>UNIT PRICE</u>	<u>UNIT OF MEASURE</u>
Lot 1	Manitowoc Ice Machines Product Line				
1	Ice Cube Machine, Manitowoc, Model SD-0452A, 345 lb Capacity, 115/60/1	Manitowoc	ID-0452A	\$1,732.00	EA
2	Ice Cube Machine, Manitowoc, Model SD-0602A, 650 lb Capacity, 208/230/60/1	Manitowoc	ID-0602A	2,121.00	EA
3	Ice Cube Machine, Manitowoc, Model SD-0852A, 785 lb Capacity, 208/230/60/1	Manitowoc	ID-0852A	2,811.00	EA
4	Ice Cube Machine, Manitowoc, Model SD-1002A, 1050 lb Capacity, 208/230/60/1	Manitowoc	ID-1002A	3,252.00	EA
5	Ice Storage Bin, Manitowoc, S-Series, Stainless Steel Exterior, Model B-400, 290 lb. Capacity	Manitowoc	B-400	589.00	EA
6	Ice Storage Bin, Manitowoc, S-Series, Stainless Steel Exterior, Model B-570, 430 lb. Capacity	Manitowoc	B-570	660.00	EA
7	Ice Storage Bin, Manitowoc, S-Series, Stainless Steel Exterior, Model B-970, 710 lb. Capacity	Manitowoc	B-970	906.00	EA
8	Ice Cube Machine, Manitowoc, Model QD-132A, Undercounter	Manitowoc	QD-132A	1,381.00	EA
9	Adapter, K-00370 for 0852A	Manitowoc	K-00370	135.00	EA
10	% of Discount for Balance on Manitowoc Product Line	Manitowoc		50/10/5/5/5/6%	%
Lot 8	Continental				
44	% of Discount for Balance on Continental Product Line	Continental		50/10/10%	%
Lot 9	Scotsman				
45	% of Discount for Balance on Scotsman Product Line	Scotsman		50/10/5%	%

INTERNATIONAL RESTAURANT DISTRIBUTORS, INC. (V-28502)

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>BRAND</u>	<u>MODEL NUMBER</u>	<u>UNIT PRICE</u>	<u>UNIT OF MEASURE</u>
Lot 2	Beverage-Air Product Line				
11	Milk Cooler, Beverage-Air, Single Access, Forced Air, Model SMF34-S, 8 case Capacity, 115/60/1	Beverage-Air	SMF34-S	\$1,829.00	EA
12	Milk Cooler, Beverage-Air, Single Access, Forced Air, Model SMF49-S, 12 Case Capacity, 115/60/1	Beverage-Air	SMF49-S	2,169.00	EA
13	Milk Cooler, Beverage-Air, Single Access, Forced Air, Model SMF58-S, 16 Case Capacity, 115/60/1	Beverage-Air	SMF58-S	2,439.00	EA
14	Milk Cooler, Beverage-Air, Dual Access, Forced Air, Model STF49-1-S, 12 Case Capacity, 115/60/1	Beverage-Air	STF49-1-S	2,999.00	EA
15	Milk Cooler, Beverage-Air, Dual Access, Forced Air, Model STF58-1-S, 16 Case Capacity, 115/60/1	Beverage-Air	STF58-1-S	3,009.00	EA
16	Reach-In Refrigerator, Beverage-Air, Single Door, Stainless Steel, Model PR1-1AS-XDX, 115/60/1	Beverage-Air	PR1-1AS-XDX	Dis-allow	EA
17	Reach-In Refrigerator, Beverage-Air, Double Door, Stainless Steel, Model PR2-1AS-XDX, 115/60/1	Beverage-Air	PR2-1AS-XDX	Dis-allow	EA

Attachment: Bids May 7, 2013 (3960 : Bids)

INTERNATIONAL RESTAURANT DISTRIBUTORS, INC. (V-28502) cont.

ITEM #	DESCRIPTION	BRAND	MODEL NUMBER	UNIT PRICE	UNIT OF MEASURE
18	Reach-In Freezer, Beverage-Air, Single Door, Stainless Steel, Model PF1-1AS-XDX, 115/60/1	Beverage-Air	PF1-1AS-XDX	Dis-allow	EA
19	Reach-In Freezer, Beverage-Air, Double Door, Stainless Steel, Model PF2-1AS-XDX, 115/60/1	Beverage-Air	PF2-1AS-XDX	Dis-allow	EA
20	% Discount for Balance on Beverage-Air Product Line	Beverage-Air		66.00%	%
Lot 3 True Refrigeration Product Line					
21	Milk Cooler, True, Single Access, Forced Air, Model TMC-34-S, 8 Case Capacity, 115/60/1	True	TMC-34-S	\$1,779.00	EA
22	Milk Cooler, True, Single Access, Forced Air, Model TMC-49-S, 12 Case Capacity, 115/60/1	True	TMC-49-S	2,089.00	EA
23	Milk Cooler, True, Single Access, Forced Air, Model TMC-58-S, 16 Case Capacity, 115/60/1	True	TMC-58-S	2,299.00	EA
24	Milk Cooler, True, Dual Access, Forced Air, Model TMC-34-DS-SS, 8 Case Capacity, 115/60/1	True	TMC-34-DS-SS	2,639.00	EA
25	Milk Cooler, True, Dual Access, Forced Air, Model TMC-49-DS-SS, 12 Case Capacity, 115/60/1	True	TMC-49-DS-SS	2,989.00	EA
26	Milk Cooler, True, Dual Access, Forced Air, Model TMC-58-DS-SS, 16 Case Capacity, 115/60/1	True	TMC-58-DS-SS	3,119.00	EA
27	Reach-In Refrigerator, True, Single Door, Stainless Steel, Model TS-23, 115/60/1	True	TS-23	2,059.00	EA
28	Reach-In Refrigerator, True, Double Door, Stainless Steel, Model TS-49, 115/60/1	True	TS-49	2,739.00	EA
29	Reach-In Freezer, True, Single Door, Stainless Steel, Model TS-23F, 115/60/1	True	TS-23F	2,569.00	EA
30	Reach-In Freezer, True, Double Door, Stainless Steel, Model TS-49F, 115/60/1	True	TS-49F	3,599.00	EA
31	% Discount for Balance on True Product Line	True		65.00%	%
Lot 6 Traulsen Product Line					
40	Reach-In Refrigerator, Traulsen, Double Door, Stainless Steel, Model G22010, 115/60/1	Traulsen	G22010	\$2,739.00	EA
41	Reach-In Freezer, Traulsen, Double Door, Stainless Steel, Model G22010 115/60/1	Traulsen	G22010	3,366.00	EA
42	% Discount for Balance on Traulsen Product Line	Traulsen		56.00%	%
Lot 7 Nor-Lake					
43	% Discount for Balance on Nor-Lake Product Line.	Nor-Lake		56.00%	%
Lot 10 Hoshizaki					
46	% Discount for Balance on Hoshizaki Product Line	Hoshizaki		55.00%	%

Note: International Restaurant Distributors, Inc. has agreed to allow Pinellas County Schools to continue to piggy-back from Orange County Public Schools Bid #ITB1203046 with the exception to Lot 2, Beverage Air Product Line, line item 16, 17, 18 & 19. This exception is due to confusion in the bidding process caused by inaccurate descriptions and non-matching item numbers.

Attachment: Bids May 7, 2013 (3960 : Bids)

SAM TELL AND SON, INC. (V-23391)

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>BRAND</u>	<u>MODEL NUMBER</u>	<u>UNIT PRICE</u>	<u>UNIT OF MEASURE</u>
Lot 5	Delfield Product Line				
37	Milk Cooler, Delfield, Model NDF-12, 12 Case Capacity with Plastic Air Curtain, 115/60/1	Delfield	NDF-12	Dis-allow	EA
38	Milk Cooler, Delfield, Model NDF-18, 18 Case Capacity with Plastic Air Curtain, 115/60/1	Delfield	NDF-18	Dis-allow	EA
39	% Discount for Balance on Delfield Product Line	Delfield		Dis-allow	%

Note: Sam Tell and Son, Inc. is unable to allow us to continue to piggyback from Orange County Public Schools Bid #ITB1203046 as it is already a year old and they cannot sell items below their cost.

SRE CULINARY EQUIPMENT & SUPPLIES LLC. (V-27505)

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>BRAND</u>	<u>MODEL NUMBER</u>	<u>UNIT PRICE</u>	<u>UNIT OF MEASURE</u>
Lot 4	Victory Product Line				
32	Reach-In Refrigerator, Victory, Single Door, Stainless Steel, Model VSR-1, 115/60/1	Victory	VSR-1	Dis-allow	EA
33	Reach-In Refrigerator, Victory, Double Door, Stainless Steel, Model VSR-2, 115/60/1	Victory	VSR-2	Dis-allow	EA
34	Reach-In Freezer, Victory, Single Door, Stainless Steel, Model VSF-1, 115/60/1	Victory	VSF-1	Dis-allow	EA
35	Reach-In Freezer, Victory, Double Door, Stainless Steel, Model VSF-2, 115/60/1	Victory	VSF-2	Dis-allow	EA
36	% Discount for Balance on Victory Product Line	Victory		50/20/23	%

Note: SRE Culinary Equipment & Supplies LLC will not allow us to continue to piggy-back from Orange County Public Schools Bid #1203046 for item 32, 33, 34 & 35 as list price has gone up on these items. However, they will still give us the same discount off list price as it is listed above for Victory.

Attachment: Bids May 7, 2013 (3960 : Bids)

School Board Meeting of: **May 7, 2013****Bid No:** 13-340-249-PB**Bid Title:** Fire Extinguisher Service**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: 5/25/13 thru 5/24/14☐ N/A - One Time Purchase**Contract Value:** \$ 77,000.00

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

Renewal Options:	No. of Terms Remaining	☐ Length of Each Term	☒ Length of Each Term	☐ None
	1	6-months	1 - year	

*** Rationale/Reason**Piggy-backing Manatee County School District Bid #10-0053-MR.☐ 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: County Wide

Requested By: Wade Hutchins
Title: Supervisor, Vehicle Maintenance Department

Buyer: Jena Grage

Requested By: Douglas A. Abbott
Title: General Manager Operations

Recommended award by vendor as follows:**ALL FLORIDA FIRE EQUIPMENT COMPANY (V-22409)**

Provide test and inspection services and perform maintenance as required by NFPA 10, Chapter 633 Florida Statutes, and 4A-21 Florida Administrative Code, on portable fire extinguishers, at various locations county wide, per specifications.

Unit price to service one extinguisher: **\$5.65**

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

10.17.a

School Board Meeting of: May 7, 2013**Bid No:** 13-031-212**Bid Title:** Chiller, Direct Purchase**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:**

\$

Contract Type:☐ Estimated

Dollar Amount

☐ Firm, Fixed

Dollar Amount

☐ Firm, Fixed

Unit Prices

☐ Firm, Fixed

Fees or Discounts

Renewal Options:

No. of Terms Remaining	☐ Length of Each Term	☐ Length of Each Term	☐ None
	6-months	- year	

*** Rationale/Reason**

All bids were rejected, this purchase will be incorporated into the design and construction of the new school beginning in the 2013/2014 fiscal year.

☐ **Reason for Submittal to Board Under Separate Cover:**Bidders Solicited: 4Bids Received: 3Late Bids: 0Rejected Bids: 3☐ N/A - Bids Not Required**Submitted By:** Linda M. Balcombe, CPPO, CPPB**For:** Largo High School**Title:** Director, Purchasing Department**Requested By:** Edward Ural**Buyer:** Christine Roney**Title:** Director, Facilities Planning, Design and Construction**Recommended award by vendor as follows:**

PURCHASING AGENDA ITEM**10.17.a**

School Board of Pinellas County, Florida

School Board Meeting of: May 7, 2013**Bid No:** 13-675-179-RN**Bid Title:** Pesticides**Original Bid No:** 12-675-204

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: 5/23/13 thru 5/22/14☐ N/A - One Time Purchase**Contract Value:** \$ 90,000.00

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

Renewal Options:	No. of Terms Remaining	☐ Length of Each Term	☒ Length of Each Term	☐ None
	1	6-months	1 - year	

*** Rationale/Reason**☐ Reason for Submittal to Board Under Separate Cover:Bidders Solicited: _____ Bids Received: _____ Late Bids: _____ Rejected Bids: _____ ☒ N/A - Bids Not Required

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

For: Maintenance Department

Requested By: Michael Hewett
Title: Director, Mainenance Department

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

Provide and deliver **Pesticides** on an as needed basis for the contract period.

HELENA CHEMICAL COMPANY (V-16170)

Item No.	Terms No.	Description	Brand/Product No.	UOM	Unit Price
4.	67501030	Orthene TTO, 0.773 pound x 12/case	Amvac	Case	\$72.37
6.	67501034	Tempo WP, 420 gram x 6/case	Bayer	Case	330.12
7.	67501035	Tim-Bor Insecticide, 25 pound	Nisus	Bag	59.80
8.	67501036	Tracker Dye, 2.5 gallon	Helena	Jug	68.65
10.	67501041	Avert Dry Roach Bait, 30 gram tubes x 12/case	Whitemire	Case	235.54
14.	67501064	Ranger Pro, 41% Glyphosphate, 2.5 gallon	Nufarm	2.5 Gal. Jug	41.19
20.	67501102	PT 565 Plus XLO, 20 ounce x 12/case	Whitemire	Case	100.07
25.	67501110	Talstar EZ Granular Insecticide, 25 pounds/each	FMC	Bag	19.32
26.	67501111	Termidor SC, 78 ounce	BASF	Each	150.00
27.	67501112	Top Choice Insecticide, 50 pounds/each	Bayer	Bag	137.50
31.	67501118	Foambuster, 16 ounce x 12/case	Helena	Case	73.22
32.	67501121	AD101 Spray	Helena	2.5 Gal. Jug	24.87
34.	67501085	Certainty Herbicide, 1.25 ounce bottle x 10/box	Monsanto	Box	849.20
37.	67501136	Extinguish Plus Fire Ant Bait, 25 pound	Wellmark	Bag	158.65
38.	67501125	Advion Fire Ant Bait, 12 pound	Dupont	Bag	110.93
44.	67501146	Protecta Bait Stations, LP, 6/case	Bell Labs	Case	48.19
45.	67501147	T-Rex Traps, 12/case	Bell Labs	Case	43.71
47.	67501150	Demon Max, 8 x 1 pint/case	Syngenta	Case	153.77
48.	67501159	Maxforce Magnum Roach Gel, 33 gram tube x 12/case	Bayer	Case	90.80
59.	67501175	Bifen 7.9%, 1 gallon x 4/case	Control Solutions	Case	133.10
61.	67501008	Roundup ProMax, 48.7% Glyphosate, 1.67 gallon	Monsanto	1.67 Gal. Jug	57.05
65.	67501176	Blindside Selective Herbicide, ½ pound x 4/case	FMC	Case	427.14
66.	67501177	Roundup Quick Pro Granular Herbicide, 6.8 pound x 4/case	Monsanto	Case	259.13

Note: Helena Chemical provided an alternate product for item no. 14 & 32 at the current CPI percentage of increase of 1.7% allowed at time of renewal. Item no. 26 & 27 are agency products; therefore; pricing for these two items will remain the same as originally bid.

Attachment: Bids May 7, 2013 (3960 : Bids)

J.C. EHRLICH CO., INC. D/B/A TARGET SPECIALTY PRODUCTS (V-31203)

Item No.	Terms No.	Description	Brand/Product No.	UOM	Unit Price
2.	67501021	Maxforce FC Ant Motels, 24/box	Bayer	Box	\$19.93
3.	67501024	Maxforce Complete Granular Bait, 6 each x 4 pound/case	Bayer	Case	N/A
11.	67501055	PT 3 Instant Soap & Water, 12/case	BASF/Whitmire	Case	N/A
18.	67501080	Phantom Insecticide, 4 x 75 ounce/case	BASF	Case	690.73
28.	67501114	Ultracide Flea Spray, 20 ounce x 12/case	BASF/Whitmire	Case	N/A
29.	67501115	Victor Tin Cat Glue Traps, 72/case	Woodstream	Case	14.75
33.	67501123	Wasp & Hornet Spray, 17.5 ounce x 12/case	BASF/Whitmire	Case	82.17
35.	67501087	Victor Rat Trap Pro M326, 12/case	Woodstream	Case	16.93
36.	67501138	Ascend Fire Ant Bait, 25 pound	BASF/Whitmire	Box	N/A
39.	67501141	Advance Granular Ant Bait, 6 pound x 4/case	BASF/Whitmire	Case	272.52
43.	67501145	Protecta Bait Stations, 6/case	Bell Labs	Case	N/A
49.	67501152	Advion Roach Gel Bait, 30 gram tube/4 tubes/box, 5 boxes/case	E.I. Dupont	Case	104.09
50.	67501153	Advion Ant Gel Bait, 30 gram tube/4 tubes/box, 5 boxes/case	E.I. Dupont	Case	118.44
51.	67501155	Advion Roach Bait Arena, 60/bag x 4 bags/case	E.I. Dupont	Case	135.20
52.	67501161	Maxforce Small Roach Bait Stations, 75/bag x 4 bags/case	Bayer	Case	135.91
53.	67501156	Time Mist Purge III, 6.25 ounce can x 12/case	FMC/Waterbury	Case	105.67
58.	67501158	BTI Mosquito Dunks, 100/case	Summit Chemical	Case	69.72
60.	67501171	AC Formula 90 Rodent Bait, 4 ounce x 84/case	J.T. Eaton	Pail	59.85
63.	67501132	CB Invader HPX 1% Propoxur, 8 x 14 ounce cans/case	FMC/Waterbury	Case	64.90
64.	67501178	Alpine Roach Bait, 30 gram tube, 4/box x 5 box/case	BASF/Whitmire	Case	N/A

Note: J.C. Ehrlich Co., Inc. d/b/a Target Specialty Products is unable to renew item no. 3, 11, 28, 36, 43, & 64 at the current CPI of 1.7% allowed at time of renewal. Those products will be purchased on the open market as needed.

Attachment: Bids May 7, 2013 (3960 : Bids)

UNIVAR USA, INC. (V-17322)

Item No.	Terms No.	Description	Brand/Product No.	UOM	Unit Price
1.	67501019	Exciter, 16 ounce bottle x 8/case	Prentiss	Case	\$400.00
5.	67501031	Pecore 2000 Plus, 16 ounce can x 12/case	Wellmark	Case	129.00
9.	67501037	Victor Rat Trap M4, 12/case	Woodstream	Case	15.25
12.	67501057	Talstar Pro. Liquid, 1 gallon x 4/case	FMC	Case	185.40
13.	67501061	Trapper, Bell Lab, 48/box	Bell Labs	Box	47.80
15.	67501070	Electric Fly Traps, 110 V w/ground	Pest West/Mantis	Each	138.00
16.	67501071	Replacement Glue Boards For Electric Fly Traps, 6/package	Pest West	Package	12.00
19.	67501101	Ditrac Cake Bait, 1 pound/each x 16/case	Bell Labs	Case	33.35
21.	67501103	Eaton For The Birds Repellent & Crystal Coat (CC)	Eaton	Case	53.90
22.	67501106	Natural Catch Plus Fruit Fly Traps, 12/case	Biologic	Case	29.10
23.	67501108	Pro Control Fogger, 6 ounce x 12/case	BASF	Case	58.20
24.	67501109	Super Plugs 9/16", 250/pail	Executive Pest	Pail	12.20
30.	67501117	Turfmaster Plus 12-0-0	Plantfood Systems	2.5 Gal. Jug	19.70
40.	67501142	BASF 221L, 17.5 ounce x 12/case	BASF	Case	96.41
41.	67501133	Borid, 25 pound	FMC	Pail	92.80
42.	67501144	Aegis Bait Stations, 6/case	Liphatec	Case	49.80
46.	67501135	Talon Weather Block XT, 16 pound/pail	Syngenta	Pail	60.65
54.	67501163	Bifen L/P, 25 pound/bag	Control Solutions	Bag	12.50
55.	67501164	Snake Away, 28 pound/pail	Woodstream	Pail	64.88
56.	67501165	Bait Block Apple, 9 pound/pail	Eaton	Pail	21.00
57.	67501166	Bait Blocker Peanut Butter, 9 pound/pail	Eaton	Pail	21.00
62.	67501120	CB-D-Force XPX, 14 ounce x 8/case	FMC	Case	62.80

Note: Item no. 16 sold 6 per package not 24 per package as listed on original bid. Item no. 24, 40 & 41 are the only items increased at the current CPI of 1.7% allowed at time of renewal. Pricing for all other items remain the same as originally bid. No bids were received for item #17; therefore, item will be purchased on the open market as needed.

Attachment: Bids May 7, 2013 (3960 : Bids)

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

10.17.a

School Board Meeting of: May 7, 2013**Bid No:** 13-715-232-SC**Bid Title:** Textbooks, State Adopted**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: 7/1/13 thru 6/30/14☐ N/A - One Time Purchase**Contract Value:** \$ 6,000,000.00

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

Renewal Options:	No. of Terms Remaining	☐ Length of Each Term 6-months	☐ Length of Each Term - year	☒ None
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*** Rationale/Reason**

The Florida School Book Depository is the only established depository for published materials in the state of Florida. It was established in accordance with FS 6A-1.012.

☐ **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:** Instructional Materials Department
Title: Director, Purchasing Department

Requested By: Gary Klesius **Buyer:** Frieda Juran
Title: Instructional Materials Specialist

Recommended award by vendor as follows:**FLORIDA SCHOOL BOOK DEPOSITORY**

Provide state adopted textbooks to Pinellas County School's instructional materials department, for delivery to schools countywide or direct deliveries to individual schools for a "not to exceed" amount of \$6,000,000.00.

2013-2014 Instructional Materials Purchases from the Florida School Book Depository

Purchases from the Florida School Book Depository (FSBD) during the 2013-14 school year will be made to complete the adoption of high school Social Studies instructional materials during the second year of state adoption and K-5 English Language Arts and Math instructional materials, aligned to the Common Core State Standards, during the first year of the adoption cycle. These textbooks, associated digital materials and supplemental non-fiction books were selected from the list of state adopted materials following a district review process including district curriculum specialists, school administrators, and classroom teachers. All FSBD purchases are funded through the annual state instructional materials allocation.

Social Studies (estimated 2013-2014 cost \$1,000,000)

- US History textbooks aligned with the Next Generation Sunshine State Standards and the state End of Course Exam
- US Government textbook aligned with the Next Generation Sunshine State Standards
- These materials will be used during the 5 year adoption cycle through the 2016-2017 school year

Elementary Reading and Language Arts and Mathematics Comprehensive Core Reading Program (estimated 2013-2014 \$3,250,000, this represents 50% of total estimated cost of \$6,500,000. The balance of the total payment split over 2 years will be paid in 2014-15)

- K-5 materials aligned to the Common Core State Standards to be utilized through the adoption cycle and the 2017-2018 school year

Additional materials may be purchased from the FSBD with school based categorical instructional materials resulting in the estimated total purchase of \$6,000,000.

School Board Meeting of: **May 7, 2013****Bid File No:** 13-205-263-SS**Bid File Title:** Sole Source Software**Contract Period:** 4/15/13 thru 7/31/16☐ N/A - One Time Purchase**Contract Value:** \$ 812,054.00

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

*** Rationale/Reason**This vendor holds the copyrights and distribution for this software.**Submitted By:** Linda M. Balcombe, CPPO, CPPB**For:** County Wide Middle Schools**Title:** Director, Purchasing Department**Requested By:** Danielle Campbell**Buyer:** Linda Balcombe**Title:** Secondary Reading Specialist**Recommended award by vendor as follows: (see attached)**

Provide Achieve3000 Web based differentiated literacy solutions to the following middle school sites:

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

ACHIEVE 3000

Achieve 3000 is a component of the Pinellas County Schools comprehensive reading plan for middle school in order to significantly improve the reading proficiency of students currently below grade level in middle school by increasing rigor and engagement.

Achieve 3000 is a web-based literacy intervention program which Pinellas County Schools plans to use to support struggling readers in 21 middle schools. The contract includes licensing of the program for 250 students per school beginning Spring 2013. These schools will have Achieve 3000 licenses to support their students who read below grade level for the following duration.

- May-June 2013
- Summer Bridge 2013
- School Year 2013-2014
- Summer Bridge 2014
- School Year 2014-2015
- Summer Bridge 2015
- School Year 2015-2016
- Summer Bridge 2016

Achieve 3000

- Is a research-based literacy solution that is NGSSS and Common Core aligned
- Delivers differentiated assignments at 12 different reading levels, along with formative assessments linked to the state and Common Core Standards
- Uses a Five-Step Literacy Routine that enables students to meet key Common Core requirements, including:
 - Acquire knowledge from informational text
 - Develop strong content knowledge
 - Use higher order thinking skills
 - Argue effectively with supporting evidence
 - Communicate effectively when writing and speaking- all key Common Core requirements
- Includes pre and post assessments to determine Lexile reading levels.

Payment Plan

\$100,000.00 due upon execution of this agreement, as down payment of 50% (Title 1 and SAI)
 \$306,027.00 due July 1, 2013 (remainder of 50% of the 3 year cost) (SAI & Referendum)
 \$203,013.50 due July 1, 2014 (25% of the 3 year cost) (Referendum)
 \$203,013.50 due July 1, 2015 (25% of the year cost) (Referendum)

Product	Subscription Period	Unit Price	Qty	Total Cost
Achieve3000 Differentiated Literacy Solution. Includes LevelSet assessments and platform access for a maximum of 250 students	Spring 2013	\$7,440.00	19	\$ 141,360.00
Professional Development Services: Initial Launch	Spring 2013	2,485.00	10	24,850.00
Achieve3000 Summer Extension: Includes platform access for a maximum of 250 students; for use in formal summer school programs	Summer, 2013	970.00	21	20,370.00
Achieve3000 Differentiated Literacy Solution. Includes Professional Development services; LevelSet assessments; and platform access for a maximum of 250 students	Fall, 2013	\$15,550.00	21	\$326,550.00
Achieve3000 Summer Extension. Includes platform access for a maximum of 250 students; for use in formal summer school programs	Summer, 2014	970.00	21	20,370.00
Achieve3000 Differentiated Literacy Solution. Includes Professional Development services; LevelSet assessments; and platform access for a maximum of 250 students	Fall, 2014	15,550.00	21	326,550.00
Achieve3000 Summer Extension. Includes platform access for a maximum of 250 students; for use in formal summer school programs	Summer, 2015	970.00	21	20,370.00
Achieve3000 Differentiated Literacy Solution. Includes Professional Development services; LevelSet assessments; and platform access for a maximum of 250 students	Fall, 2015	15,550.00	21	326,550.00
Achieve3000 Summer Extension. Includes platform access for a maximum of 250 students; for use in formal summer school programs	Summer, 2016	970.00	21	20,370.00
Sub-total				\$1,227,340.00
Discount: Spring 2013 Licenses				-141,360.00
Discount: Multi-School Enrollment				-217,196.00
Discount: Summer Extension at No charge				-81,480.00
Sub-total				\$ 787,304.00
Implementation Materials and Support Service Fees				24,750.00
Total Cost 3.5 years				\$ 812,054.00

Attachment: Bids May 7, 2013 (3960 : Bids)

**CONTRACT BY AND BETWEEN THE
PINELLAS COUNTY SCHOOL DISTRICT AND
ACHIEVE3000, INC.**

THIS AGREEMENT, made _____, 2013 by and between the SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA, 301 Fourth Street SW, Largo, Florida 33770 (hereinafter called "District") and Achieve3000, Inc., 1985 Cedar Bridge Avenue, Suite 3, Lakewood, New Jersey 08701 (hereinafter called "Contractor").

NOW, THEREFORE, it is mutually covenanted and agreed between the District and Contractor as follows:

1. **Products/Services Provided.** Contractor grants the number of District schools (and their associated students, parents, teachers and administrators) indicated in Appendix A (collectively "Users") the right to access and use the educational solutions identified in Appendix A in the manner specified below.

2. **Term of Agreement.** The term of this agreement shall be from April 15, 2013, to July 31, 2016.

3. **Compensation.** The District shall pay the total amount indicated in Appendix A of \$812,054.00 within thirty (30) days of its receipt of all invoices provided to the District in accordance with the payment plan in Appendix A. Contractor shall have the right to deny the Users access to Contractor's educational solutions if any payment is not timely received.

4. **Set-up.**

- a. In order to enable Contractor to provide the solutions purchased hereunder, the District shall provide Contractor the following data in electronic form regarding each student User (in either comma delimited, Excel, or ASCII format): student first name, student last name, teacher name, grade level, and student reading level (either a Lexile level, or a grade-equivalent reading level). At the District's request Contractor will also accept, and include in its reports to teachers and administrators, data provided by the District regarding students' student ID number, class code or room number, race/ethnicity, socioeconomic status, disability and LEP.
- b. The District will require the teacher of each class of student Users to be familiar with the use of the Products before the teacher permits students, parents and administrators to access and use the educational solutions.

5. **Licensing Terms.** Access to and use of Contractor's websites shall be subject to the following terms:

- a. Contractor hereby grants students enrolled in the District's school(s), the parents of such students, and teachers and school administrators employed by

Attachment: Bids May 7, 2013 (3960 : Bids)

the District a limited, non-transferable, non-sublicensable, non-exclusive, revocable in the event of breach right during the term of this Contract to access and use Contractor's websites solely for educational purposes.

- b. All of the rights, title and interest in the Contractor's websites (including all underlying concepts, methodologies, processes, formats, specifications, other know-how, and works derived from the websites, and all copyright, trademark and other associated intellectual property rights) other than the rights granted District in the previous sub-paragraph are reserved to Contractor and its licensors. The websites may not be used for the benefit of any third party who has not been provided a personal user identification and password by Contractor. The foregoing prohibition includes use of the websites by any unauthorized third party through the sharing of the user identification of an authorized user, reproduction or duplication of any portion of the websites and resale of access to the websites.
- c. All use of Contractor's websites by Users shall be subject to the Terms of Use which are set forth at www.achieve3000.com/terms including, but not limited to, the restrictions on use set forth therein. In addition, Contractor commits to the service levels outlines in Appendix B (the "Service Level Agreement"). In the event of conflict between such Terms of Use or the Service Level Agreement and this contract, this contract shall prevail.

6. **Student Information.** Contractor's privacy policy is set forth at www.achieve3000.com/privacy. District will not provide Contractor with any individually identifiable personal information of students.

7. **Confidentiality.**

- a. "Confidential Information" consists of non-public business or technical information that the party disclosing it indicates to the party receiving it is to be treated as confidential or proprietary, but not information or records public under the Florida Public Records Act, Ch. 119, F.S. The District and Contractor each agree to secure and protect the Confidential Information that each receives from the other in a manner consistent with the maintenance of the disclosing party's rights therein, using at least as great the same degree of care as it uses to maintain the confidentiality of its own confidential information of a similar nature, but in no event less than reasonable efforts. Each party agrees to hold the Confidential Information of the other party in confidence, not to disclose it to others or use it in any way, commercially or otherwise, except as authorized in writing by the disclosing party or in performance of its obligations under these terms and conditions.
- b. Notwithstanding Paragraph 7(a), Confidential Information of a party shall not include information or records which: (i) is, as of the time of its disclosure or thereafter becomes, part of the public domain through a source other than the receiving party; (ii) was rightfully known to the receiving party as of the time of its disclosure; (iii) is independently developed by the receiving party; (iv) is subsequently learned from a third party not under a confidentiality obligation

to the disclosing party; (v) is required to be disclosed pursuant to a duly authorized subpoena, court order, or government authority, whereupon the party subject to same shall provide prompt written notice to the other party prior to such disclosure, so that such party may seek a protective order or other appropriate remedy; or (vi) are public under the Florida Public Records Act, Ch. 119, F.S.

8. **Infringement.** Contractor agrees to indemnify and defend the District from and against any action, claim, demand, or liability, including reasonable attorney's fees and costs, arising from or relating to a claim that an educational service provided hereunder during the term of this Agreement infringes upon the copyright of a third party. If any such educational service is held to infringe, or if in Contractor's opinion, such a claim is likely to occur, Contractor may, at its sole option and expense, either: (i) procure for the District the right to continue using the materials in question; or (ii) replace or modify the infringing materials so that they become non-infringing as long as functionality is not materially and adversely affected. If neither alternative (i) nor (ii) is reasonably available, then Contractor may terminate the license to access the infringing educational solutions and Contractor shall return the District's advance payment(s) for unconsumed educational solutions, calculated in accordance with Paragraph 9(a) below. The foregoing remedy shall be the sole and exclusive remedy provided to the Indemnified Party with respect to the subject of this indemnity.

9. **Termination**

- a. Contractor shall be considered in breach of its obligations hereunder only if it fails to cure material defaults in its performance within ten (10) days of its receipt of a written communication from the District identifying such default(s).
- b. Either party may terminate this Agreement upon sixty (60) days advance written notice to the other at the address listed above.
- c. Immediately upon any termination or expiration of any transaction under these terms and conditions, the District and its Users shall immediately cease use of the educational solutions and, except in the event of termination of Contractor for cause by the District, the District shall pay all amounts owed to Contractor for use of the educational service through the date that the termination or expiration takes effect. In the event that the District terminates this contract for cause, the District shall remain responsible for fees due for educational solutions provided prior to the event(s) that constitute(s) the cause.

10. **Independent Contractor.** Contractor is an independent contractor and as such shall be solely responsible for all payroll taxes, including FICA, Federal and State income tax withholding or quarterly payments and such other taxes and obligations imposed upon independent contractors. Neither this Agreement nor the performance or any obligations or duties hereunder shall ever result in anyone employed by one party being deemed an employee, agent, servant or representative of the other party.

11. **Warranty.** Contractor warrants that it has the full authority to grant the rights granted herein to the District.

12. **Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY, INCLUDING ITS DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES AND AGENTS, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR COVER DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA, OR USE, INCURRED BY EITHER PARTY OR ANY THIRD PARTY, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL CONTRACTOR BE RESPONSIBLE OR LIABLE FOR ANY INJURY THAT MAY BE ATTRIBUTED TO THE CONTENT OF COMMUNICATIONS TRANSMITTED BY MEANS OF THE SERVICE BY ANY PERSON OTHER THAN EMPLOYEES OR AGENTS OF CONTRACTOR.

13. 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 proximately caused thereby; provided, however, the parties agree that District's liability is subject to the monetary limitations and defenses imposed by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by District, nor shall anything herein be construed as consent by District to be sued by any third party for any cause or matter arising out of or related to this Agreement.

14. **Assignment.** This Agreement is not assignable or otherwise conveyable without the express written consent of the other party, which consent shall not be unreasonably withheld except Contractor may assign this Agreement without any consent pursuant to a Change of Control or to any entity controlling, controlled by or under common control with Contractor. For purposes of this Agreement, "Change of Control" means, with respect to Contractor, any direct or indirect ownership change, or series of ownership changes, of such that the result of which is that a person or group of persons that does not currently control Contractor shall beneficially own securities giving such person the right to vote a majority of the voting securities or elect a majority of the board of directors of Contractor or a sale or transfer of all or substantially all of the assets of Contractor to an entity other than Contractor's ultimate parent or an entity controlled by such ultimate parent. Any attempted assignment in breach of this Section shall be null and void. In the event that Contractor assigns the Agreement in accordance with this Section, Contractor shall notify District in writing of such assignment, and the entity controlling, controlled by or under common control with Contractor shall assume Contractor's responsibilities under the Agreement.

15. **No Waiver.** None of the provisions of this agreement shall be considered waived by either party thereto, unless such waiver is reduced to writing and signed by the party to be charged. No waiver shall be construed as a modification of any of the provisions of this agreement or as a waiver of any past or future default or breach hereof, except as expressly stated in such waiver.

16. **Severability.** If any one (1) or more of the provisions contained in the agreement, for any reason are held to be invalid or unenforceable, in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

17. **Construction of this Agreement.** These parties acknowledge that this Agreement shall be interpreted under the laws of the State of Florida, without regard to its conflict of law provisions, and that venue for any action needed to enforce it shall lie in the Florida Sixth Judicial Circuit, if a state court action, or the U.S. District Court for the Middle District of Florida, if a federal court action.

18. **Amendments.** This Agreement may not be amended, altered or modified in any manner, except in writing, signed by the parties hereto

19. **No Intended Third Party Beneficiaries.** The rights and obligations of each party established herein are intended for the sole use and benefit of the District and Contractor and no one else. Accordingly, these terms and conditions confer no rights upon any third party, including any of the District's students, parents, teachers or administrators.

20. **Force Majeure.** Neither party shall be responsible for any delay or failure in performance to the extent such delay or failure is caused by causes beyond the party's reasonable control.

21. **Survival.** Paragraphs 5(b), 7-9, 12, 13, 16, 17, 19, and 22 will survive the expiration or termination of this Agreement.

22. **Entire Agreement.** This Agreement, including Appendix A and Appendix B, contains the parties' entire agreement and understanding, and supercedes all prior oral and written agreements and understandings regarding its subject matter.

School Board of Pinellas County, Florida

Achieve3000, Inc.

By: _____
Chairperson

By: Peter Saretsky
Peter Saretsky

Date: _____

Attest: _____
Superintendent

Chief Financial Officer

Date

4/16/2013
Date

Approved As To Form:

[Signature]
School Board Attorneys Office

**Appendix A: Users, Solutions and Cost for
Pinellas County School District 3 years with payment plan***

Product	Subscription Period	Unit Cost	Qty	Extended Cost
Achieve3000 Differentiated Literacy Solution. Includes LevelSet assessments and platform access for a maximum of 250 students	Spring, 2013	\$7,440.00	19	\$141,360.00
Professional Development Services: Initial Launch	Spring, 2013	\$2,485.00	10	\$24,850.00
Achieve3000 Summer Extension. Includes platform access for a maximum of 250 students; for use in formal summer school programs (Valued at \$2230)	Summer, 2013	\$970.00	21	\$20,370.00
Achieve3000 Differentiated Literacy Solution. Includes Professional Development services; LevelSet assessments; and platform access for a maximum of 250 students.	Fall, 2013	\$15,550.00	21	\$326,550.00
Achieve3000 Summer Extension. Includes platform access for a maximum of 250 students; for use in formal summer school programs (Valued at \$2230)	Summer, 2014	\$970.00	21	\$20,370.00
Achieve3000 Differentiated Literacy Solution. Includes Professional Development services; LevelSet assessments; and platform access for a maximum of 250 students.	Fall, 2014	\$15,550.00	21	\$326,550.00
Achieve3000 Summer Extension. Includes platform access for a maximum of 250 students; for use in formal summer school programs (Valued at \$2230)	Summer, 2015	\$970.00	21	\$20,370.00
Achieve3000 Differentiated Literacy Solution. Includes Professional Development services; LevelSet assessments; and platform access for a maximum of 250 students.	Fall, 2015	\$15,550.00	21	\$326,550.00
Achieve3000 Summer Extension. Includes platform access for a maximum of 250 students; for use in formal summer school programs (Valued at \$2230)	Summer, 2016	\$970.00	21	\$20,370.00
Subtotal:				\$1,227,340.00
Discount: Spring 2013 Licenses (13%)				(\$141,360.00)
Discount: Multi-School Enrollment (20%)				(\$217,196.00)
Discount: Summer Extension at No Charge (7%)				(\$81,480.00)
Subtotal:				\$787,304.00
Implementation Materials and Support Service Fees				\$24,750.00
Total Cost 3.5 Years:¹				\$812,054.00

* See Appendix C for list of schools included in this Agreement

Attachment: Bids May 7, 2013 (3960 : Bids)

Payment Plan

\$100,000.00 due upon execution of this Agreement, as down payment of 50%

\$306,027.00 due July 1, 2013 (remainder of 50% of the 3 year cost)

\$203,013.50 due July 1, 2014 (25% of the 3 year cost)

\$203,013.50 due July 1, 2015 (25% of the 3 year cost)

Appendix B

Achieve3000 Service Level Agreement

Definitions. The following definitions shall apply to the Achieve3000 Service Level Agreement ("SLA"):

- **"Available"** means that the service is accessible to users, as determined by server-side measurement.

"Downtime" means that the service is that period during which the service is not Available.

- **"Downtime Period"** means, for a service, any period in which the service suffers at least ten consecutive minutes of Downtime. The failure of a Service to be Available for a period of less than ten consecutive minutes shall not be considered a Downtime Period for purposes of the Achieve3000 SLA.
- **"Availability Percentage"** means the total number of minutes in a calendar month minus the number of minutes of Downtime suffered during all Downtime Periods in that month (excluding any such minutes occurring during Scheduled Downtimes), divided by the total number of minutes in a calendar month.
- **"Scheduled Downtime"** means a Downtime that occurs because Achieve3000 is performing maintenance functions with respect to a Service, having provided the District prior notice of the commencement of such maintenance Downtime.
- **"Services"** means the Achieve3000 services identified in Appendix A.

Achieve3000 SLA. Achieve3000 shall make a commercially reasonable effort to ensure that its Services experience an Availability Percentage of 95% during each calendar month of the term of the Agreement. In the event Customer experiences an Availability Percentage of less than 95% during any calendar month, Customer will be provided the applicable service credit indicated in the following table:

Monthly Availability Percentage	Number of Days of Service That Will Be Provided Without Charge
94.99% - 90.0%	3
Less than 90.0%	7

The credits provided under this SLA represents the District's sole and exclusive remedy for failure of the Service to be Available for any period of time less than an entire calendar month.

Appendix C, List of Middle Schools involved in contract

1. Azalea Middle School
2. Bay Point Middle School
3. Clearwater Fundamental
4. Clearwater Intermediate School
5. Dunedin Highlands Middle School
6. Fitzgerald Middle School
7. John Hopkins Middle School
8. Joseph Carwise Middle School
9. Largo Middle School
10. Lealman Middle School
11. Madeira Beach Fundamental Middle School
12. Meadowlawn Middle School
13. Oak Grove Middle School
14. Osceola Middle School
15. Palm Harbor Middle School
16. Pinellas Park Middle School
17. Safety Harbor Middle School
18. Seminole Middle School
19. Tarpon Springs Middle School
20. Thurgood Marshall Fundamental Middle School
21. Tyrone Middle School

School Board Meeting of: **May 7, 2013****Bid File No:** 13-205-253-SS**Bid File Title:** Sole Source Software**Contract Period:** thru☒ N/A - One Time Purchase**Contract Value:** \$ 558,698.00

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

*** Rationale/Reason**This vendor holds the copyrights and distribution rights for this software.**Submitted By:** Linda M. Balcombe, CPPO, CPPB**For:** Elementary Mathematics
Department**Title:** Director, Purchasing Department**Requested By:** Laurel Rotter**Buyer:** Linda Balcombe**Title:** K-5 Elementary Mathematics Specialist

Recommended award by vendor as follows: (see attached)

MIND RESEARCH INSTITUTE**Conversion of Subscription to Site Licenses**

School Name	Unit Price
Bear Creek Elementary School	\$ 49,000.00
Belleair Elementary School	49,000.00
Campbell Park Elementary School	49,000.00
Dunedin Elementary School	49,000.00
High Point Elementary School	49,000.00
Ponce de Leon Elementary School	49,000.00
10% discount	-29,400.00
CONVERSION TOTAL	\$264,600.00

New K-5 Site License

School Name	Unit Price
Lealman Avenue Elementary School	49,000.00
North Shore Elementary School	49,000.00
Gulfport Elementary School	49,000.00
Skyview Elementary School	49,000.00
Seventy-fourth Street Elementary School	49,000.00
Belcher Elementary School	49,000.00
10% discount	-29,400.00
NEW K-5 TOTAL	264,600.00

Mandatory Annual Support/Renewal Fee

School Name	Unit Price
Fairmount Park Elementary School	3,750.00
Lakewood Elementary School	3,750.00
Maximo Elementary School	3,750.00
Melrose Elementary School	3,750.00
New Heights Elementary School	3,750.00
Pinellas Park Elementary School	3,750.00
Sandy Lane Elementary School	3,750.00
Woodlawn Elementary School	3,750.00
RENEWAL TOTAL	29,498.00
GRAND TOTAL	\$558,698.00

Attachment: Bids May 7, 2013 (3960 : Bids)

School Board Meeting of: **May 7, 2013****Bid File No:** 13-480-260-SS**Bid File Title:** Sole Source Instructional Materials**Contract Period:** thru ☒ N/A - One Time Purchase**Contract Value:** \$ 229,177.00**Contract Type:** ☐ Estimated Dollar Amount ☒ Firm, Fixed Dollar Amount ☐ Firm, Fixed Unit Prices ☐ Firm, Fixed Fees or Discounts*** Rationale/Reason**

This vendor is the sole distributor for "Do the Math" instructional materials. These materials are being purchased for the Summer Bridge Program.

Submitted By: Linda M. Balcombe, CPPO, CPPB**For:** Elementary Mathematics Department**Title:** Director, Purchasing Department**Requested By:** Laurel Rotter**Buyer:** Linda Balcombe**Title:** K-5 Elementary Mathematics Specialist

Recommended award by vendor as follows: (see attached

SCHOLASTIC, INC.Kindergarten (entering 1st Grade)

DESCRIPTION	ISBN#	UNIT PRICE	QTY	SUB TOTAL	DISCOUNT	TOTAL
Math Reads Kit	549648	649.00	64	\$41,536.00	8,576.00	\$32,960.00

Grade 1 (entering 2nd Grade)

DESCRIPTION	ISBN#	UNIT PRICE	QTY	SUB TOTAL	DISCOUNT	TOTAL
Do the Math Whole-Class Module w/Whiteboard Tools: Number Core, Addition and Subtraction – includes 24 Progress Space Licenses	536313	1,270.00	60	76,200.00	7,620.00	68,580.00
Do the Math Student Workspaces (8 copies) Number Core, Addition & Subtraction – includes 8 Progress Space Licenses	554462	119.00	11	1,309.00	0.00	1,309.00

Grade 2 (entering 3rd Grade)

DESCRIPTION	ISBN#	UNIT PRICE	QTY	SUB TOTAL	DISCOUNT	TOTAL
Do the Math Whole-Group Module w/Whiteboard Tools: Addition and Subtraction, Module A includes 24 Progress Space Licenses	520599	1,295.00	60	77,700.00	7,770.00	69,930.00
Do the Math Student Workspaces (8 copies): Addition & Subtraction, Module A – includes 8 Progress Space Licenses	554458	119.00	11	1,309.00	0.00	1,309.00

Training and Coaching for 315 teachers

DESCRIPTION	ISBN#	UNIT PRICE	QTY	SUB TOTAL	DISCOUNT	TOTAL
Math Reads Implementation Training up to 20 participants	555517	2,899.00	3	8,679.00	0.00	8,697.00
Do the Math Implementation Training up to 20 participants	507410	2,899.00	13	3,7687.00	0.00	37,687.00
SUB TOTAL				244,438.00	23,966.00	220,472.00
				SHIPPING & HANDLING:		8,705.00
				TOTAL:		\$229,177.00

Attachment: Bids May 7, 2013 (3960 : Bids)

School Board Meeting of: **May 7, 2013****Bid File No:** 13-961-258-SS**Bid File Title:** Sole Source Training & Materials**Contract Period:** 5/7/13 thru 8/30/13☐ N/A - One Time Purchase**Contract Value:** \$ 91,600.00**Contract Type:** ☐ Estimated Dollar Amount ☒ Firm, Fixed Dollar Amount ☐ Firm, Fixed Unit Prices ☐ Firm, Fixed Fees or Discounts*** Rationale/Reason**This vendor holds the copyrights and distribution rights for this training and materials.**Submitted By:** Linda M. Balcombe, CPPO, CPPB**For:** Elementary Language Arts & Reading Dept.**Title:** Director, Purchasing Department**Requested By:** Kathleen Young-Parker**Buyer:** Linda Balcombe**Title:** Director, Elementary Education**Recommended award by vendor as follows:****CORE CONNECTIONS, INC.**

Provide Phase 1 Common Core ELA Training, for approximately 1200 Primary Teachers, 1000 Intermediate Teachers, 310 Middle School ELA Teachers and 250 High School ELA Teachers, total of 88 training days (2 days per teacher).

AGREEMENT
between
THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA
and
CORE CONNECTIONS, INC.

THIS AGREEMENT (hereinafter "Agreement") is made and entered into this 12th day of March 2013, by and between THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA (hereinafter "the School Board") and CORE CONNECTIONS, INC. (hereinafter "Contractor").

For and in consideration of the mutual promises, covenants and obligations contained herein, the School Board hereby retains the Contractor to undertake the activities described in Attachment A. The parties agree as follows:

1. Term of Project: The project period will begin May 7, 2013 and end August 30, 2013. The parties reserve the right to extend this Agreement for a specified period of time by written amendment signed by both parties.
2. Scope of Work: The scope of work is described in Attachment A.
3. Compensation: The School Board agrees to pay the Contractor \$91,600.00 for full and satisfactory performance of services under this Agreement. This Agreement is contingent upon continued funding of the Title II, Part A grant by the federal government. The following terms shall govern payments:
 - a) Payments will be made in installments as described in the scope of work.
 - b) Contractor will submit two invoices containing the original signature of an authorized official of the Contractor.
 - c) Invoices shall be accompanied by documentation sufficient to demonstrate adequate and timely progress toward completion of deliverables.
 - d) Contractor shall provide, upon request, expenditure documentation in detail sufficient for a proper pre- and post-audit.
 - e) All invoices, and deliverables, must be approved in writing by the School Board's Project Contact and the Director of Special Projects prior to payment by the School Board.
 - f) The School Board will issue payment within 15 days of receiving an invoice and all supporting documentation.
4. Independent Contractors: By this Agreement the parties intend to establish between themselves the relationship of mutually independent contractors. Each party and the officers, employees, agents, subcontractors or other contractors thereof shall not be deemed by virtue of this Agreement to be the officers, agents, or employees of the other party.
5. Non-Discrimination: Work under this Agreement will be in compliance with all applicable statutory requirements and School Board policies, including antidiscrimination policies, and Section 202, Executive Order 11246, as amended by Executive Order 11375, and regulations published by the U.S. Department of Labor implementing Section 504 of the Rehabilitation Act of 1973, Public Law 93-112, as amended. The parties agree to comply with all federal, state and local laws prohibiting discrimination and assure each other that neither will discriminate against

any employee or applicant for employment or registration in a course of study because of race, color, religion, creed, sex, sexual orientation, national origin, handicap, marital status, or age.

6. Retention of Records: The Contractor agrees to maintain records of all documents relating to this Agreement for three (3) years after final payment is made and any other pending matters are closed, and to submit documentation as requested by the School Board for audit purposes.
7. Termination:
 - A. Without Cause: Either party may terminate this Agreement without cause upon at least thirty (30) days written notice to the other party.
 - B. With Cause: The failure of either party to comply with any provision of this Agreement shall place that party in default. Prior to terminating this Agreement, the non-defaulting party shall notify the defaulting party in writing, making specific reference to the provision that gave rise to the default. The defaulting party shall then be entitled to a period of ten (10) working days from receipt of such notice in which to cure the default. If the default is not cured within the ten (10) day period, the non-defaulting party shall serve a written notice of termination on the defaulting party, which shall become effective ten (10) calendar days from that party's receipt of such notice. The failure of either party to exercise this right shall not be considered a waiver of such right in the event of any further default or non-compliance.
 - C. Amount Payable Upon Termination: In case of termination, only the percent of satisfactory progress actually achieved to the date of termination will be due and payable to the Contractor.
8. Intellectual Properties: The work products produced under this Agreement shall become the sole and exclusive property of the School Board. The Contractor hereby surrenders any and all claims of any kind, type or nature to patent rights or intellectual properties with respect to any discovery or invention or data developed under this Agreement.
9. Access to Records: The Contractor shall allow public access by the School Board, the U.S. Department of Education, the Comptroller General of the United States, and others as applicable, to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the Contractor in conjunction with this Agreement.
10. Liability: (Note: This paragraph shall apply to Contractors who are not governmental entities to which the doctrine of sovereign immunity applies with respect to the performance of this Agreement.) Contractor agrees for itself, its successors and/or assigns, to indemnify and hold the Board, its officers, agents, and employees, harmless from and against any and all suits, claims, demands, actions, causes of action, judgments, liabilities, losses, damages, attorneys fees, court costs or expenses of any kind arising out of or relating to the negligence of the Contractor, its officers, agents and employees, in connection with the performance of this Agreement.

(Note: This paragraph shall apply to Contractors who are governmental entities to which the doctrine of sovereign immunity applies with respect to the performance of this Agreement.) The

Board and Contractor agree to be fully responsible for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages resulting from said negligence subject to the monetary limitations and defenses provided by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by the Board and Contractor. Nothing herein shall be construed as consent by the Board and Contractor to be sued by third parties for any matter arising out of or relating to this Agreement.

11. Reporting requirements: The School Board may require annual reporting of expenditures and program activities paid for with program funds.
12. Energy Policy and Conservation Act: The Contractor will comply with mandatory standards and policies relating to energy efficiency contained in the Florida state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub.L. 94-163, 89 Stat. 871.
13. Jessica Lunsford Act: The Contractor agrees to comply, at its own cost, with the Florida Jessica Lunsford Act (see section 1012.465, Florida Statutes), and/or other Florida laws relating to background screening, to the extent those laws are applicable. Contractor may find further information about the Jessica Lunsford Act and its possible applicability on the School Board's website at www.pcsb.org.
14. Contact Persons: The Board and the Contractor designate the following persons to direct this project:

Chris Lewis, Core Connections, Inc.
 Mailing Address: 3210 W. San Juan St.,
 Tampa, FL 33629
 (813) 831-1832
 (813) 832-9219

Board Project Contact: Tracie Bergman, Specialist, Elementary Reading & Language Arts
Signe Webb, Specialist, Secondary Reading
 Mailing Address: 301 4th Street SW
 Largo, FL 33770
 (727) 588-6089
 (727) 588-6110

Board Administrative Contact: Jan Urbanski, Ed.D., Director, Special Projects Office
 Mailing Address:
 P.O. Box 2942
 Largo, FL 33779-2942

15. Prohibition of Lobbying: The funds provided under this Agreement may not be expended for the purpose of lobbying.

16. Notices: Any notice required under this Agreement shall be delivered to the designated representative of the other party by certified mail, return receipt requested, or in person with proof of delivery.
17. Applicable Law; Venue: This Agreement and the rights and obligations of the parties shall be governed by and construed according to the laws of the State of Florida. Venue for purposes of any action brought to enforce or construe this Agreement shall lie in Pinellas County, Florida.
18. Signatures Required: This Agreement is valid and enforceable only upon being fully executed by authorized persons whose signatures are required in order to bind the parties.
19. Captions: The captions to the paragraphs of this Agreement are for the convenience of reference only, do not form a part of this Agreement, and shall not affect its interpretation.
20. Entire Agreement; Modifications: This Agreement constitutes the entire Agreement of the parties, and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with this subject. No modification or amendment to this Agreement shall be binding on the parties unless the same is in writing and signed by the parties.

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Attachment: Bids May 7, 2013 (3960 : Bids)

IN WITNESS WHEREOF, the parties have set their hands and seals, on the date first above written.

Witnesses:

THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

By: _____

Carol Cook
Chairperson

Date: _____

Attest: _____

Michael A. Grego, Ed.D., Superintendent

Date: _____

Witness:

Agile Mind

By: _____

Core Connections, Inc.

Date: _____

Approved as to Form:

David Koppenhaver

Office of School Board Attorney

PROJECT REFERENCE: (Title II Part A)

FUNDING SOURCE: (Title II Part A, project A211 & B211)



Proposal for Services
Summer 2013

Submitted to: Pinellas County
Date Submitted: April 4, 2013

Phase 1 Common Core ELA Training K-12						Notes
Consultant Groups Based on Travel Expenses	Service fee per day	Expenses per day	Total Cost per day	Number of days	Sub Total	
2 consultants with airfare, hotel, rental car, etc	800	350	1150	32	36,800	
2 consultants with hotel	800	250	1050	36	37,800	
1 consultant w/o hotel	800	50	850	20	17,000	
			Total Days	88	0	
					0	
					0	
					0	
					0	
					0	
					0	
Total:					\$91,600.00	

Contract and Company Information

Core Connections, Inc
3210 W San Juan St.
Tampa, FL 33629

EIN: 59-3668191

Office phone
813-831-1832

Office fax:
813-832-9219

Contact Information	Chris Lewis	Cell. 813-390-3287	chris@coreconnections.com
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Attachment: Bids May 7, 2013 (3960 : Bids)

School Board Meeting of: **May 7, 2013****Bid File No:** 13-480-261-SS**Bid File Title:** Sole Source Reading Materials**Contract Period:** thru ☒ N/A - One Time Purchase**Contract Value:** \$ 86,668.80**Contract Type:** ☐ Estimated Dollar Amount ☒ Firm, Fixed Dollar Amount ☐ Firm, Fixed Unit Prices ☐ Firm, Fixed Fees or Discounts*** Rationale/Reason**

This vendor holds the copyrights for these reading materials. These materials are being purchased for the Summer Bridge Program.

Submitted By: Linda M. Balcombe, CPPO, CPPB**For:** Elementary Education Department**Title:** Director, Purchasing Department**Requested By:** Kathleen Young-Parker**Buyer:** Linda Balcombe**Title:** Director, Elementary Education Department**Recommended award by vendor as follows:****CAPSTONE CLASSROOM**

Provide 30 Grade 3 Class Libraries for Pinellas Summer Bridge Program. Price includes free shipping and handling and plastic bins and reflects a 10% discount.

<u>ISBN-13</u>	<u>TITLE</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
PINSS320133	Pinellas Summer School Pack GR 3	30	\$2,888.96	\$86,668.80

School Board Meeting of: **May 7, 2013****Bid File No:** 13-205-257-SS**Bid File Title:** Sole Source Site Licenses**Contract Period:** 5/7/13 thru 8/19/13☐ N/A - One Time Purchase**Contract Value:** \$ 74,000.00

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

*** Rationale/Reason**

This vendor holds the copyrights and distribution rights for the "Ticket to Read" online site license.

Submitted By: Linda M. Balcombe, CPPO, CPPB**For:** Elementary Language Arts & Reading Dept.**Title:** Director, Purchasing Department**Requested By:** Kathleen Young-Parker**Buyer:** Linda Balcombe**Title:** Director, Elementary Education**Recommended award by vendor as follows:****VOYAGER LEARNING, INC.**

Provide Pinellas County Schools K-5 students access to Ticket To Read online reading technology for the period of May 7 to August 19, for all elementary schools and three ESE Centers (Calvin Hunsinger, Paul B. Stephens and Richard L. Sanders). Voyager Learning technology department will assist with the registration of students according to district preference. In addition to student access, district staff will have access to the online data management system (VPORT) in order to track student usage/progress throughout the summer. Comprehensive progress reports can also be created per district request.

<u>Product</u>	<u>Product ID</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
Ticket to Read Volume Site License Summer School	307521	74	\$1,000.00	\$74,000.00

School Board Meeting of: **May 7, 2013****Bid File No:** 13-961-259-SS**Bid File Title:** Sole Source Software**Contract Period:** thru☒ N/A - One Time Purchase**Contract Value:** \$ 65,925.00

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

*** Rationale/Reason**

This vendor is the sole distributor and service/support center for the LJ Create software in Florida.

Submitted By: Linda M. Balcombe, CPPO, CPPB**For:** Elementary Science Department**Title:** Director, Purchasing Department**Requested By:** Julie Poth**Buyer:** Linda Balcombe**Title:** K-8 Science Specialist**Recommended award by vendor as follows:****D C JAEGER CORPORATION**

QTY	ITEM	DESCRIPTION	UNIT PRICE	TOTAL
9	ST90 NGSES/AL	Living with Science II: Annual Site License – two years 8/2013-8/2015	\$5,000.00	\$45,000.00
9	ST800/INST	Installation/Training/support	1,925.00	\$17,325.00
9	ST800/TC/AL	Telephone Support, 8/2013-8/2015	400.00	3,600.00
TOTAL:				\$65,925.00

SCHOOLS:

- Bear Creek Elementary
- Dunedin Elementary
- Eisenhower Elementary
- Frontier Elementary
- Mildred Helms Elementary
- Pinellas Park Elementary
- Ponce de Leon Elementary
- Sandy Lane Elementary
- Woodlawn Elementary

REVIEWED

REQUEST FOR APPROVAL (ID # 3971)

May 7, 2013

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval of Amendment to Charter School Contract for Discovery Academy of Science Charter School to Change Location of School

BACKGROUND:

A five-year charter with Discovery Academy of Science was initially approved by the School Board on June 12, 2012. The school chose to use the 2012-2013 as a planning year. Discovery Academy of Science, a K-12 charter school will focus on using Project Based Learning and Inquiry Learning as a catalyst for creating an engaging learning environment. The mission of Discovery Academy of Science is to provide students with a well-rounded elementary, middle and high school education in the light of proven and innovative instructional methods in a stimulating environment.

STRATEGIC DIRECTION/GOAL: Student Achievement

ALTERNATIVES:

1. Approve amendment to Charter School contract for Discovery Academy of Science Charter School to change location of school.
2. Do not approve amendment to Charter School contract for Discovery Academy of Science Charter School to change location of school.

RECOMMENDATION:

Alternative # 1 is recommended.

RATIONALE:

District staff has received a request to amend the property location for Discovery Academy of Science Charter School from 1510 Barry Road, Clearwater, FL 33756 to 1380 Pinehurst Rd, Dunedin, FL 34698, formerly Academie Da Vinci's site. This amendment is required by language in the charter because the proposed facility is located more than two miles away from the planned location.

FISCAL IMPACT:

There will be no fiscal impact as a result of the amendment to the charter.

DATA SOURCE:

David Koperski, School Board Attorney
 Dot Clark, Coordinator, Partnership Schools

SUBMITTED BY:

Steve Swartzel, Director, Governmental Services

Request for Approval (ID # 3971)

Meeting of May 7, 2013

ATTACHMENTS:

- Discovery Academy of Science amendment 050713 (PDF)

APR 25 2013

By

FIRST AMENDMENT TO CHARTER SCHOOL AGREEMENT

This First Amendment to Charter School Agreement ("Amendment") is made by and between Galaxy Education, Inc., a nonprofit organization ("School"), which is operating the Discovery Academy of Science Charter School in Pinellas County, and The School Board of Pinellas County, Florida ("School Board"), this 7 day of May, 2013, and provides as follows.

WHEREAS, School Board approved School's Charter School Agreement on June 12, 2012 ("Charter"), which provided sponsorship for School's charter school serving grades K-12;

WHEREAS, School is using the 2012-13 school year as a planning year and intends to open for student enrollment at the beginning of the 2013-14 school year;

WHEREAS, School has requested to amend the Charter to change the location of the charter school from 1510 Barry Road in Clearwater to 1380 Pinehurst Road in Dunedin and such change requires an amendment to the Charter; and

WHEREAS, School Board desires to amend the Charter to allow the requested change.

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

1. The first sentence of paragraph 5.5 of the Charter is amended to read: "The School will be located at 1380 Pinehurst Road, Dunedin, Florida 34698."
2. All terms and conditions of the Charter, except as specifically amended herein, shall continue with full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized agents on the date first above written.

Board of Directors of Galaxy Education, Inc.	The School Board of Pinellas County, Florida
By: <u>Sirin Coskun</u>	By: _____
Its <u>Board President</u>	Chairperson
Attest: <u>Fatih Demir</u>	Attest: _____
Its <u>Vice President</u>	Superintendent
	Approved as to form:
	<u>Daniel Kymul</u>
	Office of the School Board Attorney

REVIEWED

REQUEST FOR APPROVAL (ID # 3972)

May 7, 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 for Plato Academy K-8 Charter School

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 at Pinellas County Schools Administration Building.

Plato Academy Charter School will be located at 3901 Park Street North, St. Petersburg.

STRATEGIC DIRECTION/GOAL: Student Achievement

ALTERNATIVES:

1. Approve the five-year charter agreement for Plato Academy Charter School.
2. Do not approve the five-year charter agreement for Plato Academy Charter School.

RECOMMENDATION:

Alternative No. 1 is recommended.

RATIONALE:

The application for Plato Academy Charter School was timely submitted on August 1, 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:

This school has projected enrollment up to 728 Kindergarten through grade 8 students in year one through year five. At full enrollment in year one, the school will potentially reduce district funds by an estimated \$4,134,608. The corresponding amount for years two through five is an estimated four year total of \$16,538,432, with a cumulative financial impact of \$20,673,040.

DATE SOURCE:

David Koperski, School Board Attorney
 Kevin Smith, Associate Superintendent, Financial and Business Services
 Dot Clark, Coordinator, Partnership Schools

Request for Approval (ID # 3972)

Meeting of May 7, 2013

SUBMITTED BY:

Steve Swartzel, Director, Governmental Services

ATTACHMENTS:

- Plato Academy K-8 charter amendment 050713 (PDF)
- Appendix II - Plato Application Clarifications 050713 (PDF)

CHARTER SCHOOL AGREEMENT

Between

PLATO ACADEMY NON PROFIT INC.

and

THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

for

Plato Academy St. Petersburg Charter School

May 7, 2013

CHARTER SCHOOL AGREEMENT

Plato Academy Non Profit 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 7 day of May, 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 PLATO ACADEMY NON PROFIT, 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 high-performing 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, which shall be operated as a high-performing charter school in accordance with ss. 1002.331 and 1002.33, F.S.

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 the 2014-2015 school year, 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
May <u>7</u> , 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 fourteen (14) 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.
- a signed statement from an authorized agent of the applicable municipal and/or county planning authority that such authority, after conducting its applicable reviews, approves of the placement of the school at the proposed site.

If the School has not secured at least temporary facility approvals as noted above from the appropriate authorities at least fourteen (14) calendar days prior to the initial day of student attendance at School, then this Charter will automatically terminate without the necessity of any notice or hearing. Alternatively, the Sponsor authorizes its Superintendent, in his or her discretion, to grant an extension of time in semester increments to open the School, or, in the alternative, to designate the 2013-14 school year as a planning year during which the School shall not enroll any students or 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., and/or any other reason set forth as follows:

- (a) Failure by the School to meet the requirements for student performance stated in this Agreement;

- (b) Failure by the School to meet generally accepted standards of fiscal management which includes, but is not limited to: a negative fund balance in any governmental fund as reported in a budget or audit report; negative net assets as reported in a budget or audit report; failure to timely file reports required by the Sponsor; improper expenditure of grant funds; failure to maintain required insurance; failure to correct audit findings within sixty (60) days; spending in excess of approved appropriations; and material discrepancies (five percent (5%) or greater) between unaudited annual financial report and audited statements;
- (c) Any action by the School that is detrimental to the welfare of its students and is not timely cured after notice;
- (d) Failure to achieve seventy-five percent (75%) of the goals and outcomes of any School Improvement Plan developed for the School;
- (e) Violation of law by the School;
- (f) Failure of the School to timely meet or satisfy the financial, academic, and safety/security standards established by this Agreement, and the School's application, attached as Appendix I, which shall be treated as indicators of the School's success or failure in adhering to its guiding principles and/or in fulfilling its stated purposes; or
- (g) Any other good cause, as defined by law or this Agreement.

1.6 Non-Renewal or Termination: Termination during the term of the Agreement or non-renewal of the Agreement shall be permitted in accordance with the provisions of the law and as described below.

- 1.6.1 Immediate Termination:** This Agreement may be terminated immediately by the Sponsor pursuant to s. 1002.33(8)(d), F.S., if it determines that good cause has been shown or if the health, safety or welfare of the students is threatened. In making the determination as to whether good cause exists for immediate termination, the Sponsor will consider whether the totality of the circumstances warrant a decision to forego the procedures for a ninety (90) day termination.

Upon receipt of notice of immediate termination, the School shall immediately provide the Sponsor all of the keys to the School's facilities along with all security system access codes and access codes for all computers in the School's facilities, and shall immediately make accessible all educational and administrative records of the School so the Sponsor may immediately take any appropriate actions. Moreover, within two (2) business days, the School shall turn over to the Sponsor all records and information regarding the accounts of all of the public funds held by the School and turn over to the Sponsor all of the School's public property and public funds.

Unless the School has already ceased operations, the Sponsor shall assume operation of the School upon immediate termination and shall continue operating the School at least throughout any timely appeal by the School 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 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 an appeal held pursuant to s. 1002.33(8), F.S., the Sponsor shall immediately return to School all keys, security codes, all educational and administrative records of the School, and the School's facility. In that case, the School's employees will resume status as employees of the School and the School's governing board shall resume operation and oversight of the School. However, nothing herein shall be construed as an obligation on the part of the Sponsor to secure the extension of a lease term during the pendency of an appeal or to pay with Sponsor's fund any debts incurred by the School in order to avert a foreclosure or eviction. During the pendency of any appeal, the Sponsor will forward to the chair of the School's governing board all correspondence or any written communication related to any lease or mortgage held by the School. In addition, since the issue on appeal shall be limited to whether there existed grounds for the immediate termination of the Agreement, this Agreement may still be terminated upon ninety (90) days notice or non-renewed in accordance with s. 1002.33(8), F.S., during the pendency of an appeal.

If the School appeals and is unsuccessful in the appeal (or if the School fails to timely file an appeal), the Sponsor shall allow the School's governing body and its employees, agents and assigns to retrieve any of their respective personal belongings from the School's facility, but all property and improvements, furnishings, and equipment purchased with public funds shall automatically revert to full ownership by the Sponsor, subject to complete satisfaction of any lawful

liens or encumbrances; and the School shall be dissolved pursuant to s. 1002.33(8), F.S.

1.6.2 **Ninety (90) Day Termination:** During the term of this Agreement, the Sponsor may terminate the Agreement for any of the grounds listed in law or this Agreement. This Agreement may be terminated by the Sponsor before the expiration of its term if the Sponsor determines, after due notice and opportunity to be heard, that good cause, as defined by the law and this Agreement, exists. School may appeal such termination in accordance with s. 1002.33(8), F.S., with Sponsor electing whether to conduct a direct hearing or refer the hearing to the Division of Administrative Hearings for entry of a recommended order for Sponsor's consideration.

1.6.3 **Grounds for Good Cause:** "Good cause" for termination or non-renewal shall include, but not be limited to, the following:

- (a) a failure by the School to implement a reading curriculum that is consistent with effective teaching strategies grounded in scientifically-based reading research;
- (b) a failure by the School to achieve adequate student performance;
- (c) the School's receipt, from the Florida Department of State, of a school grade of "F" in two (2) years of any four (4) year period;
- (d) a failure by the School to satisfy seventy-five (75%) of the objectives listed for School in its Academic Annual Measurable Objectives;
- (e) the willful or reckless inclusion within the Application by the School or its representatives of information that constitutes a material fraud or a material misrepresentation;
- (f) a failure by the School to implement a Corrective Action Plan when required to do so;
- (g) a failure by the School to make contributions to the Florida Retirement System (FRS), if the School has elected to participate in the FRS;
- (h) a failure by the School to pay payroll taxes to the Internal Revenue Service;
- (i) the School's delinquency in payments for its debts;
- (j) the School's filing for voluntary bankruptcy, adjudication of bankruptcy or of insolvency, or other state of financial impairment

such that the School can no longer operate or is no longer economically viable;

- (k) the failure of the School's annual audit to comply with the requirements specified in this Agreement or the School's failure to timely submit financial reports or other reports required by ss. 1002.33 and 1002.331, F.S., or by this Agreement;
- (l) the School's failure to meet generally accepted accounting principles;
- (m) the School's willful or reckless failure to manage public funds in accordance with the law;
- (n) the School's failure to comply with the maximum class size requirements of Article IX, Florida Constitution, and applicable State statute and regulation, which the School expressly acknowledges hereby that it will comply with;
- (o) the School's failure to maintain insurance coverage as described in this Agreement;
- (p) the School's failure to provide the Sponsor with the required access to records;
- (q) the School's violation of any court order;
- (r) a criminal conviction upon matters involving the School against either the School's governing board, its members (collectively or individually), or by the management company contracted by the School;
- (s) the School's failure to submit to the Sponsor a Financial Recovery Plan with the appropriate supporting documents that is determined by the Sponsor to be acceptable within thirty (30) days following a determination of financial emergency pursuant to s. 218.503, F.S.;
- (t) the School's failure to implement any financial recovery plan approved by the Commissioner of Education pursuant to s. 218.503, F.S.;
- (u) the School's failure to (1) cooperate with representatives of a financial emergency board seeking to inspect and review the School's records, information, reports and assets; (2) consult with representatives of a financial emergency board regarding any steps necessary to bring the School's books of account, accounting systems, financial procedures, and reports into compliance with state requirements; (3) permit the representatives of a financial

emergency board to review the School's operations, management, efficiency, productivity, and financing of functions and operation; or (4) provide periodic progress reports as required by any financial recovery plan issued pursuant to s. 218.503, F.S.; or

- (v) any other good cause shown, which shall include, without limitation, any material breach or violation of the terms, conditions, standards, requirements, or procedures of this Agreement, including but not limited to:
 - (1) the School's failure to timely submit all financial statements in the format specified by the Sponsor, unless Sponsor otherwise agrees to an extension;
 - (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 the School Improvement Plan to the Sponsor;
 - (6) the School's failure to participate in all state assessment programs;
 - (7) the School's failure to allow the Sponsor reasonable access to facilities and records to review data sources, including collection and recording procedures;
 - (8) the School's failure to comply with the education goals established by s. 1000.3(5), F.S.;
 - (9) the School's failure by a secondary school to comply with Sections 1003.43 and the student progression standards in 1008.25, F.S.;
 - (10) the School's failure to use records and grade procedures that adequately provide the information required by the Sponsor;

- (11) the School's failure to provide Exceptional Student Education (ESE) students and English Language Learners (ELL) with programs and services in accordance with federal, state and local policies;
- (12) the School's failure to obtain proof of consent to enroll each student from the student's parent/guardian or from the student if the student is eighteen years of age or older;
- (13) the School's failure to timely submit the annual financial audit as required by s. 218.39, F.S.;
- (14) the School's failure to comply with the Florida Building Code (including Chapter 423, F.S.) and the Florida Fire Prevention Code, including reference documents, applicable state laws and rules, and federal laws and rules;
- (15) the School's failure to comply with all applicable laws, ordinances and codes of federal, state and local governance including, without limitation, the Individuals with Disabilities Education Act (IDEA) and s. 504 of the Rehabilitation Act of 1973;
- (16) the School's failure to obtain all necessary licenses, permits, zoning, use approval, facility certifications, and any other approval required by the local government or any other governmental authorities having jurisdiction at any time during the term of this Agreement;
- (17) the School's failure to provide evidence of required insurance at any time during the term of this Agreement; or
- (18) the violation by a member of the School's governing board of Sections 112.313(2), (3), (7) or (12), or 112.3143, F.S., or any other applicable portion of the Code of Ethics for Public Officers and Employees that is not promptly remedied upon notification of the violation to the School's governing board.

1.6.4 **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. 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, 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 approval by the governing body of the meeting minutes.

1.8 **Dispute Resolution:** Subject to the applicable provisions of s. 1002.33, F.S., as amended from time to time, disagreements and disputes relating to or arising out of this Agreement

which the parties are unable to resolve informally, shall be resolved according to the dispute resolution process below, except that Sponsor may initiate termination proceedings under the law and this Agreement without use of the dispute resolution process.

- 1.8.1 **Identify Problem:** The grieving party will write to the other party to identify the problem, state the perceived grievance, suggest a proposed resolution and the reasons on which it relies to justify and suggest support for its position.
- 1.8.2 **Response; Informal Meeting:** The other party will respond in writing within fifteen (15) calendar days, accepting the proposed resolution or offering alternative solution(s) to the problem. An informal meeting of representatives of the parties may be held to attempt to reach agreement on the solution and subsequent action if requested by representatives of either party.
- 1.8.3 **Mediation:** If parties are unable to reach agreement, they will jointly appoint Florida Board Certified Civil Mediator, who will meet with the parties separately or together to assist them in resolving the problem. If the parties cannot agree on a mediator, then a Florida Board Certified Civil Mediator will be selected through a neutral mediation service. If free mediation services are available through Florida State Resolution Center or other entity, the parties may mutually agree to use such services. The parties shall share cost of mediation equally.
- 1.8.4 **Resolution:** Upon resolution of the problem, a responsible person for both parties will develop a joint written explanation-indicating resolution. This document will be retained with this Agreement. If an amendment to this Agreement is necessary, both parties will submit the amendment for action.
- 1.8.5 **Legal Remedies:** If all efforts at agreement within a reasonable time are unsuccessful, the parties will have recourse to their available legal remedies or may mutually agree to arbitration of the dispute using the services of the American Arbitration Association.

ARTICLE 2.0 STUDENTS

- 2.1 **Community:** The community to be served by School is defined in Appendix I to this agreement and in specific provisions herein.
- 2.2 **Racial/Ethnic Balance:** Subject to the restrictions of applicable Florida law and federal and state constitutional principles, the School agrees that it shall develop and implement a written plan demonstrating strategies to achieve a racial and ethnic balance reflective of the community it serves. The School shall provide a copy of its written plan to Sponsor upon request. Sponsor may include materials regarding School in its school advertisements and publications, but School may not rely upon Sponsor's school-based personnel for recruitment or referrals.

- 2.3 **Non-Discrimination:** The School agrees that it will not discriminate against students with disabilities who are served in the Exceptional Student Education (ESE) programs and students were served in English for Speakers of Other Languages (ESOL) programs; and that shall not violate the anti-discrimination provisions of s. 1000.05, F.S., the Florida Educational Equity Act.
- 2.4 **Non-Sectarian:** The School's admissions policies shall be non-sectarian.
- 2.5 **Students with Disabilities and Gifted Students:** Students with disabilities and gifted students 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, unless School's forms are otherwise agreed to by the Sponsor. 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. For all transferring students, the student's cumulative performance data at their past school(s) and an entrance assessment shall be utilized for proper student grade placement. 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 **Enrollment Preference:** 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, and any other preferences allowed by state law, unless otherwise restricted by federal law.
- 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 will comply with its Code of Student Conduct contained in the Parent & Student Handbook to be provided on a yearly basis to Sponsor for review. The School will utilize the Sponsor's Code of Student Conduct, but where a conflict exists between the Sponsor's Code of Student Conduct and the School's Code of Student Conduct, the School's will control. 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.
- 2.9 **Dismissal of Students:** The School agrees to dismiss students as described in Sponsor's Code of Student Conduct. Students may not be dismissed from, nor denied re-enrollment to, School for acts or omissions of the student's parent(s). 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 up to 728 students when it is at full capacity for grade levels K-8 as set forth in Appendix I. The School shall serve up to 728 students in each year of this Agreement for grades K up to 8th grade based on any amendments that may be from time to time approved by the Sponsor. Notwithstanding anything herein, in the event the School's enrollment falls below thirty percent (30%) of the maximum capacity as reported to Sponsor each year, Sponsor may require School to submit a revised budget, including cash flow, and staffing plan indicating the School's financial viability at the then current enrollment level. If such

request is made School will respond within twenty (20) days of such notice. The School shall maintain a minimum of 120 total students and acknowledges and agrees that this minimum number of students is necessary in order to generate sufficient FTE to ensure financial viability of the School, and that failure to maintain this minimum enrollment shall constitute good cause for termination of this Agreement. As a high-performing charter school, School may (1) increase its student enrollment once per school year by up to fifteen percent (15%) more than the capacity identified in this Charter, or otherwise as provided by law; and (2) expand grade levels within the K-12 range to add grade levels not already served so long as such total enrollment remains within the maximum enrollment allowed by this Charter and the law. However, prior to any enrollment increase or grade level expansion, and as a precondition to such, School must first notify Sponsor of such changes in writing by March 1 of the school year immediately preceding the school year in which such changes are intended to take effect, and such notice shall specify the amount of the enrollment increase and/or the grade level(s) that will be added, as applicable. Further, before any 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 and goals as specified in Appendix I, and as clarified in Appendix II. Any change in such programs shall require the advance written approval of the Sponsor. Reading will be a primary focus of the School's curriculum, and the reading curriculum will be based on scientific reading research that is consistent with the most current standards at the time, whether they be the Common Core Standards or the Next Generation Sunshine State Standards. The School will provide adequate resources to identify and address the needs of students who are reading below grade level. Sponsor shall have access to all curriculum resources utilized by School, including read-only access to any on-line curriculum, in order to discharge its duties to monitor compliance with School's obligations.
- 3.1.1 **School Calendar:** The School will adopt a calendar to provide instruction for at least the number days required by law for public schools.
- 3.1.2 **Class Size:** The School is subject to the limitations on maximum class size set forth in Article IX, Florida Constitution, and s. 1003.03, F.S., and will implement all appropriate measures to comply with that law. The School expressly acknowledges hereby that it will comply with the class size requirements of the law.

- 3.2 **Outcome Measurement:** The Sponsor will provide student academic performance data to the School for each of its students coming from the Sponsor's school system. The Sponsor and the School will annually agree to the following by October 15: the current incoming baseline standard of student academic achievement, the outcomes to be achieved, and the method of measurement that will be used. The criteria shall include a detailed description for each of the following:
- How the baseline student academic achievement levels and prior rates of academic progress will be established;
 - How these baseline rates will be compared to rates of academic progress achieved by these same students while attending the School; and
 - To the extent possible, how these rates of progress will be evaluated and compared with rates of progress of other closely comparable student populations.
- 3.3 **Student Assessment:** Accountability criteria shall be based upon the School's assessment system and appropriate required statewide assessments.
- 3.3.1 **Assessment Programs:** Students in the School will participate in an assessment program that mirrors the countywide assessment of the Sponsor's public-school students enrolled in comparable grades/schools, including assessments required of the public schools by the Florida Department of Education. To facilitate participation, the Sponsor will provide consultation by its applicable district staff and those services/support activities that are routinely provided by the Sponsor's staff regarding implementation of district and state required assessment activities (e.g. staff training, dissemination and collection of materials, scoring, analysis, and summary reporting). The School shall be responsible for giving the test to its students and adhering to procedures published for each test. The School agrees that its students will be assessed within the time frame for the other public schools in the Sponsor's district, if appropriate.
- 3.3.2 **Sponsor Access to Data:** The School agrees to allow the Sponsor reasonable access to review data sources, including collection and reporting procedures, in order to assist the Sponsor in making a valid determination about the degree to which student performance requirements have been met.
- 3.3.3 The School shall not receive an "F" grade from the State's system of grading Schools for two years in a four-year period or two "D" grades in consecutive years in a four year period. If either occurs, this Agreement may be terminated for good cause as provided herein.
- 3.4 **Records and Grading Procedures:** Due to the possibility that students enrolled in the School may transfer to other public schools within Sponsor's school system, the School shall utilize the records and grading procedures that can be transferred to the Sponsor's

current records and grading procedures. The Sponsor shall provide a copy of these procedures by July 1 of the year that the School opens.

- 3.4.1 **Maintain Records:** The School shall maintain both active and archival records for current/former students in accordance with F.S.
- 3.4.2 **Category A:** All permanent (Category A) records of students leaving the School whether by graduation transfer to the public school system or withdrawal to attend another school shall be promptly transferred and delivered by the School to Central Records at 400 Chestnut Street, Oldsmar, FL 34677.
- 3.4.3 **Category B:** Records of student progress (Category B) shall be promptly transferred and delivered by the School to the appropriate school if a student withdraws to attend another public school within the Sponsor's school system or to another school system. The School may retain copies of the departing student's academic records created attendance at the School during the student's attendance at the School.
- 3.4.4 **Report:** An annual report from the School shall be transmitted and delivered by the School to the Sponsor, listing all students enrolled during the school year and the disposition of each student's permanent records (i.e., stored on site, transmitted to the Sponsor or other disposition, if appropriate). This report for the immediately preceding school year shall be transmitted and delivered each year prior to July 1st.
- 3.5 **Progress Monitoring:** Florida law requires the Sponsor to monitor and review the progress of the School towards the goals established for the School.
 - 3.5.1 **Annual Progress Reports:** The School shall make annual progress reports to the Sponsor that, upon verification, shall be forwarded to the Commissioner of Education, at the same time as other annual school accountability reports are submitted. The School's annual progress report shall be submitted to the Sponsor no later than September 15 each year for the immediately preceding school year. The report shall contain at least the following items:
 - The School's progress toward achieving the goals outlined in its application;
 - The information required in the annual public school accountability report pursuant to Florida Law;
 - Financial records of the School shall be submitted in accordance with the requirements specified in Article 4.0 below;
 - Salary and benefit levels of the School's employees; and
 - Other elements required by law or desired by the School.

- 3.6 **Annual Program Cost Report for Charter Schools:** The School shall provide the Annual Program Cost Report for Charter Schools in the format as prescribed by the Florida Department of Education no later than August 15th of each year.
- 3.7 **Annual Records Report.** The School will submit an annual report prior to July 1st of each year to the Sponsor's contact listed in paragraph 8.10 below listing all students enrolled during the school year, and the disposition of each student's permanent records (i.e., stored on site; transmitted to the Sponsor, or other disposition if appropriate).
- 3.8 **Accreditation:** The School, if a high school, must obtain within four (4) years of the date of this Agreement and maintain applicable certification/accreditation of its educational program in order to ensure transferability of courses completed by the students at the School.

ARTICLE 4.0 FINANCIAL ACCOUNTABILITY

- 4.1 **Revenue:** The Sponsor agrees to fund the School for the students enrolled as if they are in a basic program or a special program in a school in the Sponsor's District. The basis for the funding shall be the sum of the Sponsor's operating funds from the Florida Education Finance Program (FEFP) as provided in s. 1011.62, F.S., and the General Appropriations Act, including gross State and local funds, discretionary lottery funds, and funds from the Sponsor's current District operating discretionary millage levy, divided by the total funded weighted full-time equivalent students (WFTE) in the sponsor's District, multiplied by the WFTE of the School.
- 4.1.1 **Distribution of Funds:** The Sponsor shall make every reasonable effort to ensure that the School receives timely and efficient distribution of funds. The Sponsor's payment to the School shall be issued not later than ten (10) working days after the Sponsor receives a distribution of State or Federal funds. If a warrant for payment is not issued within thirty (30) working days after receipt of funding by the Sponsor, the Sponsor shall pay to the school, in addition to the amount of the scheduled disbursement, interest at a rate of one (1%) percent per month, calculated on a daily basis, on the unpaid balance from the expiration of the thirty-day (30-day) period until such time as the warrant is issued.
- 4.1.1.1 **First Distribution:** The first distribution of funds to the School each fiscal year shall be contingent on the following:
- (a) final facility inspection and approval, pursuant to paragraph 1.3.3 above; and
 - (b) the Sponsor's verification of the School's electronic enrollment of its students into Sponsor's student information system.
- 4.1.1.2 **Subsequent Distributions:** The results of full-time equivalent student membership surveys will be used in adjusting the amount of funds distributed monthly to the School.

- 4.1.2 **Administrative Fee:** The Sponsor shall retain the maximum administrative fee allowed by Florida law, which as of the date of this Charter is two percent (2%) for high-performing charter schools for enrollment up to and including 250 student, 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 shall be billed and paid in accordance with paragraph 5.8 below.
- 4.2 **Cost Accounting:** The School agrees that it will submit to the Sponsor, in a timely manner, the information specified in s. 1010.20, F.S., Cost Accounting and Reporting.
- 4.3 **Categorical Funding:** If the School's students or programs meet the eligibility criteria in law, the School shall be entitled to its proportionate share of categorical program funds included in the total funds available in the FEFP by the Legislature, including transportation. The School shall provide the Sponsor with documentation that categorical funds received by the School were expended for purposes for which the categoricals were established by the Florida Legislature. The School shall reimburse the sponsor for any impermissible expenditure.
- 4.4 **Funding, Calculation Revisions:** Total funding for the School shall be recalculated during the year to reflect the revised calculations under the FEFP by the State and the actual WFTE students reported by the School during the full time equivalent survey periods designated by the Commissioner of Education. Additionally, funding for the School shall be adjusted during the year as follows:
- 4.4.1 **Holdback/Proration:** In the event of a State holdback or proration which reduces the Sponsor's District funding, the School's funding will be reduced proportionately.
- 4.4.2 **Exceeding State Cap:** In the event the Sponsor's District exceeds the State Cap for WFTE in any expenditure category in any programs established by the Legislature, resulting in unfunded WFTE for the District, then the School's funding shall be reduced to reflect its proportionate share of any unfunded WFTE.
- 4.5 **Federal Funding:** In any programs or services provided by the Sponsor which are funded by Federal funds and for which Federal funds follow the eligible student, the Sponsor agrees, upon adequate documentation from the School, to provide the School with the Federal funds received by the Sponsor's District if the same level of service is provided by the School, provided that no Federal law or regulation prohibits this transfer of funds.
- 4.6 **Funding Adjustment for Noncompliance:** If the Sponsor receives notice of an FTE funding adjustment, or any other State or Federal adjustments, which is attributable to noncompliance by the School, the sponsor shall deduct such assessed amount from the next available payment otherwise due to the School. If the assessment is charged near the

end of or after the term of the Agreement, where no further payments are due to the School, the Sponsor shall provide prompt notice of the School and the School will reimburse the full amount to the Sponsor within thirty (30) days.

- 4.7 **Annual Audit:** The School agrees to obtain an annual financial audit in compliance with Federal, State and School District regulations showing all revenues received, from all sources, and all expenditures. The audit shall be conducted by the Auditor General or by an independent auditor selected and paid for by the School. The School shall provide the Sponsor with a copy of such an audit within four (4) months of the School's fiscal year end, as well as any responses to the auditor's findings. The Sponsor reserves the right to perform additional audits or reviews as part of the Sponsor's financial monitoring responsibilities as it deems necessary, at the Sponsor's expense. The Sponsor will notify the School of this procedure in a timely manner. If an audit indicates a deficient fund balance two consecutive years, it will be cause for termination at the end of the second deficient year because of the School's lack of financial viability and stability.

- 4.7.1 **Compliance Supplement:** In addition to the annual audit, the School's independent auditor shall perform additional procedures in accordance with the Charter School Compliance Supplement. The Charter School Compliance Supplement shall test for the same annual period as the Annual Audit. The additional audit procedures shall be paid for by the School.

- 4.8 **Fiscal Monitoring:** Section 1002.33(5)(b), F.S., requires the Sponsor to monitor the revenues and expenditures of the School.

- 4.8.1 **Quarterly Financial Report:** The School will provide a quarterly financial report to the Sponsor, to be delivered to the Sponsor no later than the twentieth (20th) working day of the following months: July, October, January, and April. Such reports 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) Operating with a negative fund balance.

The School shall immediately notify the Sponsor in writing when one or more of the conditions of financial emergency have occurred or will occur. Failure to provide required financial reports by their appointed time may result in the Sponsor withholding FEFP funds and/or termination/nonrenewal of the Agreement.

Financial audits that reveal a state of financial emergency as defined in s. 218.503, F.S., and are conducted by a certified public accountant or auditor in accordance with s. 218.39, F.S., shall be provided to the governing body of the School within 7 working days after finding that a state of financial emergency exists. The School shall comply with the requirements of s. 218.501, F.S., regarding fiscal responsibility. The internal auditor shall report such findings in the form of an exit interview to the principal/director of the School and the chair

of the governing board within seven (7) working days after finding the state of financial emergency or deficit position. Pursuant to s. 1002.33(7)(a)(10) F.S., the final report shall be provided to the entire governing board of the School, the Sponsor and the Department of Education within fourteen (14) working days after the exit interview. The Commissioner of Education may require and approve a financial recovery plan and/or corrective action plan pursuant to s. 218.503, F.S. Each financial recovery plan and/or corrective action plan will be prepared in accordance with guidelines established by the Department of Education and shall prescribe actions that will resolve or prevent the condition(s) that constitute a financial emergency. The governing board of the School shall be responsible for performing the duties in s. 1002.345, F.S., including monitoring a financial recovery plan and/or corrective action plan.

- 4.8.5 **Reports:** The parties agree that the Sponsor, with notice, may request at any time, and the School shall promptly provide, reports on the School's operations and student performance. Such report shall be in addition to those required elsewhere in this Agreement. Failure to provide required financial reports by their appointed time may result in the Sponsor withholding FEFP funds, without incurring interest as provided for in paragraph 4.1.1 of this Agreement, until such time as the reports are received.
- 4.9 **Title I Compliance:** The School shall timely and fully comply with 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 property held by School, 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 records of such inventory. The inventory records should include; at minimum, the date of purchase, description of purchase, serial number of asset, cost of asset, funding source and current location of item.

- 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.

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 July 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 3901 Park Street North, St. Petersburg, Florida 33777. 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. In the event School constructs its facility or improves an existing structure to use as its facility, it shall comply with the Florida Building Code pursuant to chapter 553 except for the State Requirements for Educational Facilities. 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 school 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 conditions herein relating to facility approvals, certificates, and other documents noted in section 1.3.3 of this Agreement. 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 its Superintendent in his/her sole discretion and, if approved, a letter signed by the School and Sponsor's 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 or its designee will select its own employees and that it will be a private employer. The School may subcontract with a human resource/payroll or employee leasing company, so long as any such contract does not violate the conflict of interest provisions of Florida law or this Agreement.
- 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.
 - 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 or as otherwise adopted by the School’s governing board, provided the School complies with all applicable laws in this area, including but not limited to Sections 1012.33(5), 1012.335, and 1012.34, Florida Statutes.

- 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 with the provisions of s. 1012.335, F.S., relating to probationary and annual contracts for teachers employed by or under contract to the School.
- 5.6.5 **Fingerprinting:** The School shall require all employees and members of its Board of Directors, as well as all of its "contractual personnel" as defined by the Florida Jessica Lunsford Act (s. 1012.465, et seq., F.S.), to comply with the fingerprinting requirements of s. 1012.32, F.S., including a level 2 screening. All persons failing to pass the level 2 screening will not be employed, hired, or allowed on school grounds, and, if presently employed or hired, will be immediately removed from school grounds.
- 5.6.6 **Drug-Free:** If the School employs persons to operate commercial motor vehicles, it will comply with the requirements of the Omnibus Transportation Employee Testing Act of 1991 (Pub. L. 102-143, Title V), regulations at 49 CFR Parts 40 and 382 and s. 1012.45, F.S. The School may establish and maintain an alcohol and drug-free workplace at its own expense.
- 5.6.7 **Teacher and Principal Evaluations:** The teachers and principal(s) employed by or under contract to the School shall be annually evaluated in accordance with s. 1012.34, F.S., including the use of the requisite percentage of student learning growth in the evaluations and the required categories of effectiveness.
- 5.7 **Transportation:** The parties agree that transportation shall not be a barrier to equal access for any student residing with a reasonable distance of the school. Transportation is the responsibility of the School. If the School transports students or provides for the transportation of students, it shall do so in a manner consistent with the requirements of applicable state and federal law, and shall maintain records sufficient for pre and post auditing purposes. Transportation may be arranged under the terms of 5.7.1 or 5.7.2 below, a combination thereof or as otherwise allowed by law.

The School acknowledges that the McKinney-Vento Homeless Assistance Act (42 U.S.C. s. 11431, et. seq.) requires that each child of a homeless individual and each homeless youth be afforded equal access to the same free, appropriate public education as provided to other children and youths. At the request of the parent or guardian, the School will provide transportation for a homeless student.

The School will provide the Sponsor the name of the Sponsor-approved private transportation firm and the School's final transportation plan. Any brochure, flyers or other multi-media and telecommunications information furnished/published by the School shall communicate that the School will provide transportation and the manner in which it will be made available to the School's students. The School agrees to monitor the status of the commercial drivers licenses of each School bus driver employed or hired by the School (hereafter "School Bus Drivers") unless it contracts with Sponsor to provide such services. The School will provide the Sponsor, via the contact noted in paragraph 8.10 below, an updated list each quarter of all School Bus Drivers providing commercial driver's license numbers, current license status and license expiration dates. Unless it contracts with the Sponsor for the provision of School bus transportation, the School is required to ensure that each School bus transporting the School's students meets applicable federal motor vehicle safety standards and other specifications.

5.7.1 Transportation reimbursement: The School may provide transportation for students, in which case, it shall be entitled to any and all state and federal reimbursement for travel costs for such transportation.

5.7.2 Transportation assistance: The Sponsor may assist in providing transportation to the School under the terms of a mutually acceptable agreement between the parties that may be negotiated prior to the opening of school for the initial school term and thereafter negotiated prior to May 15th of each year. This shall not be interpreted as prohibiting a multi-year contract.

5.8 Additional Sponsor Services: Unless otherwise agreed, the Sponsor will charge the School for the Sponsor's staff time and other services provided to the School that is not provided pursuant to s. 1002.33(20), F.S., at the following rates:

- For staff time: the Sponsor's actual cost as calculated by multiplying the hourly rate, including benefits, of the Sponsor's personnel performing the service by the number of hours spent for services to the School;
- For warehouse, printing, learning resource center services: the Sponsor's actual cost;
- For copies of documents: the Sponsor's actual cost.

The Sponsor will invoice the School monthly for these services, if any. The School shall issue payment no later than thirty (30) working days after receipt of an invoice. If the Sponsor does not receive payment within forty-five (45) working days after receipt of the invoice by the School, such non-payment shall constitute good cause for termination of this Agreement.

ARTICLE 6.0 INDEMNIFICATION AND INSURANCE

6.1 Indemnification of Sponsor and Liability: The School agrees to indemnify, defend, and hold the Sponsor, its members, officers, employees and agents, harmless from any and all

claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from:

- the negligence, intentional wrongful act, misconduct or culpability of the School's employees or other agents in connection with and arising out of their services within the scope of this Agreement;
- the School's material breach of this Agreement or law;
- any failure by the School to pay its employees, contractors, suppliers or any subcontractors;
- the failure of the School's officers, directors or employees to comply with any laws, statutes, ordinances or regulations of any governmental authority or subdivision that 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 tan umbrella or excess policy) shall be One Million (\$1,000,000) Dollars per occurrence, and if subject to an annual aggregate, Two Million (\$2,000,000) Dollars annual aggregate.
- 6.9 **Worker's Compensation/Employer's Liability:** The School shall, at its sole expense, provide, maintain and keep in force Worker's Compensation/Employer's Liability Insurance which shall conform to the following requirements:
- 6.9.1 **Coverages:** The School's insurance shall cover the School (and to the extent its subcontractors and its sub-subcontractors are not otherwise insured, its subcontractors and sub-subcontractors) for those sources of liability which would be covered by the latest edition of the Standard Worker's Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Worker's Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable federal and state law.
- 6.9.2 **Minimum Limits:** Subject to restrictions found in the standard Worker's Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Worker's Compensation Act or any other coverage customarily insured under part One of the standard Worker's

Compensation Policy. The minimum amount of coverage for those coverages customarily insured under Part Two of the standard Worker's Compensation Policy (inclusive of any amounts provided by any umbrella or excess policy) shall be One Million (\$1,000,000.00) Dollars per occurrence/Two Million (\$2,000,000.00) Dollars annual aggregate. If the School leases employees, it shall provide certified proof that the corporation from which it leases service maintains appropriate Worker's Compensation Coverage.

- 6.10 **School Leader's Error and Omission Insurance:** Subject to reasonable commercial availability, the School shall, at its sole expense, procure, maintain and keep in force School Leader's Errors and Omissions Liability Insurance which shall conform to the following requirements:

6.10.1 **Form of Coverage:** The School Leader's Errors and Omissions Liability Insurance shall be on a form acceptable to the Sponsor and shall cover the School for those sources of liability arising out of the rendering of or failure to render professional services in the performance of this Agreement, including all provisions of indemnification which are part of this Agreement.

6.10.2 **Coverage Limits:** The insurance shall be subject to a maximum deductible not to exceed Five Thousand (\$5,000.00) Dollars per claim. The minimum limits to be maintained by the School (inclusive of any amounts provided by an umbrella or excess policy) shall be one million (\$1,000,000) dollars per claim/two million (\$2,000,000) dollars annual aggregate.

6.10.3 **Occurrence/Claims:** Subject to reasonable commercial availability, coverage shall be on an occurrence basis. If on a claims-made basis, the School shall maintain, without interruption, the Liability insurance until four (4) years after expiration or termination of this Agreement.

6.10.4 **Alternative:** If the School Leader's Errors and Omissions liability insurance is not commercially available, the School shall provide Officers, Directors and Employees Errors and Omissions liability insurance in lieu thereof, with the same minimum limits of coverage as set forth above. Subject to commercial availability, coverage shall be on an occurrence basis. If such insurance is on a claims-made basis, the School shall maintain, without interruption, the insurance until four (4) years after termination of this Agreement.

- 6.11 **Property Insurance:** The School shall maintain hazard insurance on its own buildings and property during the term of this Agreement. The School will provide proof of such insurance and its renewals to Sponsor if requested.

- 6.12 **Applicable to all Coverages:** The following provisions apply to all insurance coverages required under this Agreement.

6.12.1 **Other Coverages:** The insurance provided by the School shall apply on a primary basis, and any other insurance or self-insurance maintained by the

Sponsor or its members, officers, employees or agents shall be in excess of the insurance provided by or on behalf of the School.

- 6.12.2 **Deductibles/Retention:** Liability and Worker's Compensation Insurance required by this Agreement shall apply on a first-dollar basis, without the application of a deductible or self-insurance retention. Reasonable deductibles or self-insurance retention may be allowed on property or other insurance not to exceed one thousand (\$1,000) dollars. The School may provide liability insurance by means of a base policy in one or more umbrella policies.
- 6.12.3 **Liability and Remedies:** Compliance with the insurance requirements of this Agreement shall not limit the liability of the School, its subcontractors, its sub-subcontractors, its employees or its agents to the Sponsor or others. Any remedy provided to the Sponsor or its members, officers, employees or agents by the insurance shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise.
- 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 School shall be governed by a governing board, a majority of whose members shall at all times during the term of this Agreement be residents of Pinellas County, Florida or residents of a county adjacent thereto. The governing board and each of its members shall adhere to the following rules.

7.2.1 Board Members cannot be employees of the School.

7.2.2 No member of the governing board of the School will receive financial benefit from the School's operations including, without limitation, the receipt of any grant funds. A violation of this provision shall constitute a material breach of the Agreement. All governing board members shall comply with Sections 112.313(2), (3), (7) and (12), and 112.3143, F.S., and other applicable portion of the Code of Ethics for Public Officers and Employees. The governing board chair shall annually provide to the Sponsor a statement confirming that:

- 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 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, and shall maintain at least a 1% contingency in the operating budget. This annual budget must be reviewed and approved by of the governing board and submitted to the Sponsor by July 1st of each year along with a copy of the minutes of the meeting showing approval of the budget by the governing board.
- 7.2.13 If after adopting the budget, a member of the governing board in his/her obligated diligence believes that any other member of the Board or any vendor, vendor's employee, management company, or management company agent or employee is directly responsible or wrongfully advises the members of the board to expend monies not detailed in the budget or not available because of other necessary expenses or limitation of funds, that individual should notice the sponsor, Department of Education, and if deemed proper, the Attorney General, or any other proper authority immediately.
- 7.2.14 The names of the governing board members must be held current at all times and the Sponsor shall be notified immediately of any changes. The replacement of the initial governing board members must be done in staggered terms to ensure continuity in leadership and oversight, said terms of replacement should be properly stated in the Board's By-Laws.
- 7.2.15 The School shall provide the parents in writing the names of the members of the governing board and a means by which they may be contacted.
- 7.2.16 The School shall provide the parents in the writing the process for placing an item on the agenda for the governing board meeting.

- 7.3 **Selection of Directors and Officers or Managers:** The selection of the School's directors and officers or managers shall be as set forth in Appendix I. The School shall provide to the Sponsor a current list of the names and addresses of its directors and officers no later than the first day of school each year.
- 7.4 **Duties of Directors or Managers:** The duties of the School's directors or managers shall be as set forth in Appendix I.
- 7.5 **Public Meetings/Minutes:** The governing body will provide reasonable public notice of the date, time and place of its meetings, 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 governing body approves the meeting minutes. 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 governing board has entered into an arms length contract, as amended, for comprehensive management services with a separate corporation registered to do business in the State of Florida after a competitive review process. Should the School terminate that contract, it may enter into an arms length contract ("Contract") for management services with a separate corporation registered to do business in the State of Florida ("the Company") after a competitive review process. In that case, 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.
- 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 Company. Employees of the Company and family members of employees of management companies may not sit on the School's governing board or serve as officers of the School. For the purposes of this section, "family members" shall be defined to include spouses, mothers, fathers, sisters, brothers, mothers-in-law, fathers-in-law, sisters-in-law, brothers-in-law, daughters, sons, daughters-in-law and sons-in-law. If the School desires to contract with a

Company subsequent to the execution of this Agreement, the proposed contract between the Company and the School shall be submitted to the Sponsor for review prior to its execution by the School.

- 7.7.2 The existing Contract or any new 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 The management fee paid to the Company shall not exceed fourteen and one-half percent (14.5%) of all revenue it receives from any and all sources including, state, local and federal funds.
- 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 **Academic Director/Superintendent:** The School may utilize the services of an Academic Director/Superintendent who will 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.

- 7.10 **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.

- 8.3.1 **Amendment Required:** Notwithstanding any provision of Florida law providing a different procedure, the School will submit to the Sponsor an application to amend this Agreement for any change in the provisions of this Agreement unless the Agreement specifically provides for the change without the need for an amendment.
- 8.4 **Assignment:** This Agreement may not be assigned by either party without the prior written consent of the other 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 or changes 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: Plato Academy Non Profit, Inc.
 Attention: Chairman of the Board of Directors
 Address: c/o Superior Schools Corporation
 2560 Gulf to Bay Blvd.
 Clearwater, FL 33765

Sponsor: The School Board of Pinellas County, Florida
 Attention: Dot Clark, Coordinator of Partnership Schools
 Address: 301 4th Street S.W.
 Largo, Florida 33779-2942

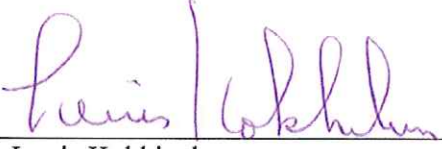
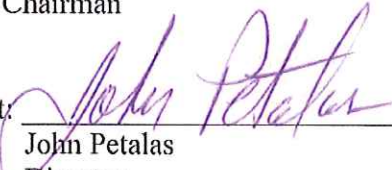
- 8.11 **Legal Representation:** The parties acknowledge that each has been offered the opportunity to be represented by legal counsel in connection with the negotiation and execution of this Agreement and each is satisfied with the legal representation received.
- 8.12 **Law, Rule or Regulation as Amended:** Whenever reference is made to a statutory law, rule or regulation herein, such reference shall mean such law, title or regulation as it may be from time to time amended.
- 8.13 **Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one Agreement.
- 8.14 **Authorization:** Each of the persons executing this Agreement has the full power and authority to execute the Agreement on behalf of the party for whom he or she signs.
- 8.15 **Other:** The School acknowledges and agrees that it shall abide by and be bound by, to the same extent as the Sponsor, any and all court orders relating to desegregation in the Sponsor's district.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

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:

PLATO ACADEMY NON PROFIT, INC.

By: Louis Kokkinakos
ChairmanAttest: John Petalas
DirectorSponsor:THE SCHOOL BOARD OF PINELLAS
COUNTY, FLORIDA

By: _____

Carol J. Cook
Chairperson

Attest: _____

Superintendent

Approved as to Form:



Office of School Board Attorney

APPENDIX II

PLATO ACADEMY *High Performing Replication Application*

Responses to Concerns and Additional Questions noted on the Florida Charter School Application Evaluation Instrument for Plato Academy High Performing Replication Charter School Application filed August 1, 2012

For any concerns and additional questions raised on the Evaluation Instrument that are not answered below, those have been answered in the school's Charter Agreement.

II. EDUCATIONAL PLAN

3. Educational Program Design:

Concerns and Additional Questions -

- A. The applicant states that part of the school's philosophy is to promote high academic achievement but then identifies a standard of seventy percent of the students being at grade level or above in reading. This expectation is lower than other public schools in the community (Page 27).

Indeed, Plato Academy's philosophy is to promote high academic achievement. The standard of seventy percent of students being at grade level or above in reading is baseline data for the first year of school operation. In addition, the school is targeted to serve students residing in an underperforming school zone which has historically had a high percentage of economically disadvantaged students. Plato Academy has a five-year plan for reaching state and district targeted expectations.

Plato Academy Expectation (Five-Year Plan):

1. 84% of students will be at grade level or above in Reading.
Measured by FCAT (3rdthru8th), Study Island, and portfolio assessments.
2. 82% of all students will be at grade level or above in Math.
Measured by FCAT (3rdthru8th), Study Island, and portfolio assessments.
3. 95% of students will advance to the next grade level.

Plato Academy includes SMART (Specific, Measurable, Attainable, Relevant, and Timely) outcomes for student achievement. At Plato Academy, we believe that measuring student achievement outcomes is necessary in preparing our students to succeed in their educational and career pursuits. Upon student enrollment, baseline data shall be collected. Knowing how students respond and perform before the beginning of the year provides a starting point for comparing performance results. Baseline and post-intervention data shall be gathered in the same fashion to ensure validity and reliability. The baseline data collection procedures shall consist of:

1. Knowing if the data actually measures the specific achievement-performance indicator being evaluated:
2. Knowing if achievement-performance data collected is accurate; and

3. Deciding on an implementation timeline, to see if there is observable change in achievement - -
- performance

Baseline evaluation process during the first year of school operation for all incoming students will be established as follows:

1. Beginning/Incoming Grade Level Verification
 - Data Collection Period - (Projected Time Frame: August 1-15)
2. FCAT or SAT 10 Previous Standardized Performance Evidence
 - Data Collection Period - (Projected Time Frame: August 1-15)
3. Study Island Subject Area Benchmark Assessment – Baseline
 - Data Collection Period - (Projected Time Frame: August 1- 31)
4. Study Island Subject Area Intervention Assessment – Cycle A
 - Data Collection Period - (Projected Time Frame: October 1- November 30)
5. Study Island Subject Area Benchmark Assessment – Mid Year
 - Data Collection Period - (Projected Time Frame: December 1- January 31)
6. Study Island Subject Area Intervention Assessment – Cycle B
 - Data Collection Period - (Projected Time Frame: February 1 - March 31)
7. Study Island Subject Area Benchmark Assessment – End of Year
 - Data Collection Period - (Projected Time Frame: April 1 - May 31)

The Baseline Expectation for the first year of school operation shall be as follows:

1. 70% of students will be at grade level or above in Reading.
Measured by FCAT (3rdthru8th), Study Island, and portfolio assessments.
2. 70% of all students will be at grade level or above in Math.
Measured by FCAT (3rdthru8th), Study Island, and portfolio assessments.
3. 90% of students will advance to the next grade level.

Plato Academy teachers will possess various quantitative and qualitative data, in order to assess level of student achievement outcome mastery. Each student with the teacher's assistance will design and develop portfolios comprising of both qualitative/quantitative information. Tools of measurement that will be used to measure student achievement outcomes shall consist of cumulative performance and not a segmented or compartmentalized account in each subject area. Pre-and-post standardized assessments, classroom and homework assignments, attendance and participation, behavioral and discipline referrals, and teacher's observational notes, and community letters of references, will also serve as tools of measurement. The portfolio will serve as a condensed version of a student's work quality and applied experience encompassing school-community involvement. In addition, students will be required to complete a pretest/posttest survey, in order to monitor progression towards outcome mastery.

Plato Academy believes in a traditional method of testing, but we also believe that in order to strengthen outcomes, the inclusion of portfolios is imperative in the learning process. Quality education must effectively nurture students with knowledge, skills, and values transferring to other environments. The student portfolio is a collection of school work that offers an effective educational method to evaluate a student's progress in school as well as, surrounding community. It empowers students in a reflective process. In addition, Teachers will utilize previous end-of-year assessment results to assist in validating and correlating beginning-of-the-year assessment data. Teachers will know on a daily basis what each student has mastered, and what needs to be taught to meet expectations with daily-periodic assessments. All core subject areas Math, Reading, Science, Social Studies, and Writing shall be evaluated.

B. The school may want to consider switching from using Bloom's Taxonomy of Educational Objectives to Webb's Depth of Knowledge model that aligns better with FCAT 2.0 and CCSS (Common Core State Standards).

We have considered a modification from Bloom's Taxonomy of Educational Objectives to Webb's Depth of Knowledge (DOK) model, but we feel that the combination of PEAK, Socratic Principles of Thinking, Aristotle's Modes of Persuasion, and Bloom's Taxonomy is ideal and have been fully integrated effectively, these theoretical concepts evoke equality of human thought and spirit, recognizing no racial and socio-economic distinction. All add operational guidance to assessments, curriculum, and instructional methods thus, ensuring optimal levels of achievement. Students work hard to learn what is being taught, if they see importance in either learning the content, or in satisfying the needs of others they value. When students experience feelings of safety, success, love- belonging, freedom-independence, fun-enjoyment, and valued purpose, they will become inspired to reach their potential. They will have the ability to look beyond their challenges, and witness that which can be discovered and fulfilled. Believing in an "I CAN" attitude, rather than an "I CAN'T" is paramount for achievement to occur.

One of the main reasons that the Socratic method is successful at Plato Academy is that it requires higher-order thinking. If we compare the mental processes involved in the Socratic method with those of Bloom's Educational Objectives, it is clear that students are working at a higher level of creative thinking when they participate in a Socratic discourse (dialogue or discussion), for example, than when they are passively lectured. In addition, Bloom's original taxonomy of six levels of knowledge, comprehension, application, analysis, synthesis, and evaluation integrates effectively with the Aristotelian Modes of Persuasion: Logos (logic/knowledge), Ethos (ethics/skill), and Pathos (emotion/affect).

In a new look at Bloom's Taxonomy of Educational Objectives, we can see how knowledge and comprehension are combined, as being able to remember and understand – hence Webb's Depth of Knowledge - and how synthesis is exchanged for the creative process, to be creative, one has to synthesize past ideas and concepts in order to develop something new and original. By demanding higher-order thinking skills (analysis, creativity, and evaluation) through Socratic dialogue, students develop meta-cognition, exercise different memory systems, and pay close attention or become active rather than passive participants in their unique thinking processes, as well as those of others.

Indeed, when students are lectured to in class or left on their own to interpret, at best they manage to gain basic knowledge about core concepts, which in some instances transforms into actual comprehension, as opposed to rote memorization. However, unless they are asked to do something with acquired information, students will never reach Bloom's mid-stage of applying new concepts during a lecture, let alone be able to analyze it. True synthesis of information (knowledge) only comes after a student or individual can analyze a variety of different

perspectives or situations in which the concept exists, as in how a certain math concept is manifested in many different contexts or examples. If synthesis is truly reached, then the student or individual can potentially produce a creative product (thought- EUREKA) and evaluate the concept for its intrinsic worth, utility, or reward. In the Socratic Method the student is protagonist of his or her own learning process, guided by the teacher's carefully chosen questions to reach new ideas. Indeed, the Socratic method is recognized as best practice in many schools, most notably many prestigious law, medical, and research institutions around the world. The Socratic method is not merely designed to assist students simply learn facts and memorize lessons; rather it is successful because it focuses more on the "Whys" of information rather than the "Whats."

4. Curriculum Plan:

Concerns and Additional Questions -

- A. It is unclear if the school intends to replicate the curriculum of the high performing school by utilizing all same books and resources as Plato Academy of Clearwater since McGraw Hill series was the only materials identified. This will need to be clarified before a final charter is recommended (Section 4).

Indeed, Plato Academy shall replicate the curriculum of the high performing school by utilizing all same books and resources as Plato Academy of Clearwater. The utilization of *McGraw-Hill* textbooks, e-learning integration tools, innovative teaching methods, and the Socratic method of teaching, our students will gain a thorough command of reading, mathematics, science, writing, social studies and language arts throughout their years at Plato Academy. Please note that the curriculum shall be replicated, but the tools and resources utilized shall be based on the availability, compatibility, and integration capability within the educational design.

One of our major goals at Plato Academy (K-8) is our desire to prepare our students for further education, careers and life. In order to accomplish this goal this requires a process of expanding our student's knowledge base in each succeeding grade, building on the proceeding core curriculum and progressing through Plato Academy's educational programs. Plato Academy's Core curriculum in the core academic areas support the belief: **"Our Students Are Worth Whatever It Takes."**

Believing in this philosophy, Plato Academy's curriculum challenges the academic standards that allow our students to achieve their highest potential, while meeting the requirements of the Florida Next Generation Sunshine State Standards and National Common Core Standards. At Plato Academy, all students will meet State and National Standards, because our teachers will instill the love of learning into each student by giving them the opportunity and strategies to explore new ideas, concepts and succeed to their fullest capabilities.

At Plato Academy (K-8) the purpose of teaching, we believe, is not solely to master factual material, but also *to teach the student how to think, and to encourage him/her to think*. The use of the PEAK Teaching for Excellence Model will assist in increasing the motivation, engagement, to think and learn, because it is an effective integration of research-supported approaches to our Socratic Method of instruction and Aristotle's modes of persuasion, and assessment principles, strategies, and techniques that have

consistently made positive differences in leaving no child behind.

The PEAK Model integrates the effective works of the nations' leading educators, researchers, authors, school systems, and classroom teachers into a comprehensive approach with proven results. Plato Academy PEAK teachers or educators will utilize effective processes integrating our Socratic Method of Instruction, Aristotle's Methods of Persuasion, and Blooms Taxonomy of Educational Objectives driven curriculum then delivers it in a fashion and in an environment that empowers learners.

The school's curriculum consists of: Art, English (Language Arts-Reading-Writing), Greek, Health, Math, Music, Physical Education, Science, and Social Studies. The curriculum is disseminated by the research-supported PEAK *Teaching for Excellence* educational model which has been adopted for closely being aligned to the school's mission of providing students opportunities to reach their fullest potential, to attain high academic standards, and to experience a love of learning. PEAK engages students in the learning process. Teachers are immersed in what they are teaching and motivate students to learn the curriculum content, thus establishing an effective learning environment. The engaging instruction builds continuous feedback opportunities; a student's mind can reflect, plan, infer, interpret, and apply acquired knowledge. The first building block is effective administration with a clear vision of what is desired, and focus on the efforts of getting there. The second building block critical to "Leaving No Child Behind" are successful decision screens.

PEAK's decision screens are a set of *Six Teaching for Excellence Key Indicators* which consist of:

1. Safety;
2. Success;
3. Love-Belonging;
4. Freedom-Independence;
5. Fun-Enjoyment; and
6. Valued Purpose.

The Key indicators are used by administrators and teachers to screen the curriculum content, learning culture, and to provide a comprehensive approach to ensure achievement encompasses four critical factors:

1. Context,
2. Content,
3. Process, and
4. Technique

Our mission is then, transformed into a "real-world experience." Unconditionally embracing these key indicators assist in fostering a successful learning culture for years to come. Establishing a thriving successful learning environment allow educators to effectively synthesize lessons and apply Socratic Principles of Thinking & Aristotle's Modes of Persuasion. Bloom's Taxonomy of Educational Objectives assist teachers to then, define goals and identify the degree students understand and use concepts, demonstrate particular skills, and have their values, attitudes, and interests influenced. Determining the levels of student expertise and expectation within the curriculum is critical, because this will allow for:

- A clear set of objectives based on overall goals, standards, and expectations;
- Required demonstration standard completion;
- Differentiated instruction matched to learner needs;
- Assessment techniques;
- Ongoing coaching;
- Greater value placed on learning quality than on learning speed;

- Context embedded, ongoing practice;
- Incremental skill development;
- Forgiveness/coaching until standards are met;
- A focus on individual mastery objective; and
- Celebration of standard mastery.

B. It is unclear what is meant by the following statement: “The Plato Academy (K-8) Core Curriculum is not documents distributed by our school to the teachers, parents, and students.” This will need further clarification before a final charter is recommended (Page 36).

The statement is stated in such a manner in order to inform the reader (audience) that the Plato Academy curriculum is not based purely on what is written in static form (documents), but it takes on a dynamic evidenced-based educational framework (living-breathing process). It requires ongoing and sustained professional development and leadership that shall continuously guide and enhance content, instruction, and assessment.

It fosters improvement in achievement, prepares students for the world of work, instills a lifelong love of learning, and identifies content/instruction that students must experience. The technical assistance supported by the Plato Academy Advisory Lead Team is designed to provide teachers with tools to assure that essential subject matter is taught, and knowledge-skills attained. The Team analyzes both content and instruction, identifies gaps, and refines required areas.

The Plato Academy curriculum is aligned with the mission by providing concrete details for teachers to assist students in reaching State/National Standards. It assists teachers to integrate essential concepts and skills into learning opportunities. The curriculum is about teaching and learning; it provides examples of powerful instruction clearly tied to classroom assessments. It provides a comprehensive picture addressing pedagogy, content knowledge, and assessments which raise student expectations and alter teaching behaviors that positively impact achievement.

The curriculum establishes the urgency to set higher expectations and infuse more challenging and meaningful instructional content, by requiring student knowledge enhancement in each succeeding grade, building on the preceding, and progressing through the program without the need for remediation. In addition, the curriculum focuses on higher order skills, providing students with opportunities to learn with emphasis being placed on knowledge-skills that addresses content that students need, in order to flourish in a world marked by an evolving workforce and rising global competition.

5. Student Performance, Assessment and Evaluation:

Concerns and Additional Questions -

A. Specific goals need to be stated quantitatively in section 5A. This will need to be addressed before a final charter is recommended (Page 56).

The following student achievement outcome plan indicates the projected progress towards attaining optimal student achievement expectations within a five-year period.

2013-2014**BASELINE SCHOOL YEAR**

1. 70% of students will be at grade level or above in Reading.
Measured by FCAT (3rdthru8th), Study Island, and portfolio assessments.
2. 70% of all students will be at grade level or above in Math.
Measured by FCAT (3rdthru8th), Study Island, and portfolio assessments.
3. 90% of students will advance to the next grade level.

2014-2015

1. 75% of students will be at grade level or above in Reading.
Measured by FCAT (3rdthru8th), Study Island, and portfolio assessments.
2. 75% of all students will be at grade level or above in Math.
Measured by FCAT (3rdthru8th), Study Island, and portfolio assessments.
3. 90% of students will advance to the next grade level.

2015-2016

1. 78% of students will be at grade level or above in Reading.
Measured by FCAT (3rdthru8th), Study Island, and portfolio assessments.
2. 78% of all students will be at grade level or above in Math.
Measured by FCAT (3rdthru8th), Study Island, and portfolio assessments.
3. 90% of students will advance to the next grade level.

2016-2017

1. 81% of students will be at grade level or above in Reading.
Measured by FCAT (3rdthru8th), Study Island, and portfolio assessments.
2. 81% of all students will be at grade level or above in Math.
Measured by FCAT (3rdthru8th), Study Island, and portfolio assessments.
3. 95% of students will advance to the next grade level.

2017-2018

1. 84% of students will be at grade level or above in Reading.
Measured by FCAT (3rd thru 8th).
2. 82% of all students will be at grade level or above in Math.
Measured by FCAT (3rd thru 8th), Study Island, and portfolio assessments.
3. 95% of students will advance to the next grade level.

7. English Language Learners:*Concerns and Additional Questions -*

- A. The applicant should revise the requirements of Exiting ELLS from ESOL Program to align to the state-approved district criteria.

Plato Academy will have an ELL Committee that will review student cases. When a student is making progress and is currently making expectations consistently the ELL committee may meet to dismiss the student using the state criteria for dismissal. Currently the process is as follows, however when the District/State inform Plato Academy of changes to this process the process then is updated to reflect the most current process.

1. Current ESOL state exit criteria process:

1a. Exit on the basis of the state exit criteria met: As soon as ESOL Office receives the 2013 CELLA and FCAT Reading scores, the testers will finish the exit process at each school for students that meet all of the exit criteria. They will fill out the Exit Form, send Exit letter to the parent, ask DMT to help with making a copy of the letter to be filed, and they will help school DMTs to enter the information in Focus (LF code, exit date and basis of exit).

1b. ELL Committee may meet to exit the students that are highly functioning and with 2013 high test scores that did not meet all of the state exit criteria from the chart attached...if such decision would be in the best interest of students.

2. Extension of ESOL Services:

Process: LY students that have been in ESOL for 3 or more years from DEUSS (Date Entering U.S. School) or ESOL entry date if DEUSS date is not available, need to have the online CELLA + ELL Committee for extension of services within 30 days and before the DEUSS anniversary date. We can use 2013 CELLA and FCAT test scores + ELL Committee instead of the online CELLA for LY students in ESOL for 3 years or more with DEUSS dates June-September 30 for extension. The testers will receive the list of students that need to be extended from ESOL Office. They will prepare the ELL Committee paperwork for ELL Chairs on time.

3. ELL Committee Form: This form explains the reasons why the committee met, the parent invitation, required 5 state criteria to follow of which at least 2 need to be met for the committee decision to be made, and required signatures.

Students that are dismissed from ESOL services will be monitored for 2 years to ensure they continue to make grade level progress (LF). They do not receive any services or accommodations during this time. If the student begins to have difficulty they can be placed back into the ESOL program by the ELL committee following state criteria. After 2 years if the student is making adequate progress they will be fully dismissed from the ESOL program (LZ).

- B. The applicant needs to provide additional information concerning the function and identify the members of the school's ESOL committee.

The ESOL committee's function is to monitor ESOL students in accordance with district standards and the committee is comprised of the Administrator, ESOL Coordinator and teacher (a minimum of 3 professionals are required); translator is included if necessary and the student's parent is always invited to participate. The ELL Committee's function is to monitor academic achievement for ELL students, implementation of Academic Plans, making entry/exit decisions (override scores), extension of ESOL instruction beyond three years, monitor ELL student progress, assessing appropriateness of instructional programming, parent concerns, discipline concerns, possible retention, referral to other services/programs.

The School follows the District specified guidelines for exit and extension meeting as necessary and are advised by the District ESOL Department of when these meetings must take place.