

Pinellas County Schools
Regular School Board Meeting

Tuesday, April 12, 2016 @ 10:00 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."***



Agenda

- I. Call to Order
- II. Amendments to the Agenda
- III. Invocation: Pastor Kenny McNatt, Seminole Assembly of God, 10600 113th Street, Largo, FL
- IV. Pledge of Allegiance

National Anthem

Video: Fairmount Park Elementary students prepare for state testing during motivational pep rally

- V. Introduction of Professional and Community Organization Reps

Lisa M. Wolf, Public Information Officer

- VI. Presentation by Student Rights and Responsibilities: Palm Harbor University High School

- VII. Adoption of Agenda

- VIII. Special Order Agenda

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- Presentation - Proclamation of National Autism Awareness Month (PDF)

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- 1. The above listed recommendations to the School Board of Pinellas County are submitted for consideration and approval at the meeting of April 12, 2016. _____ Superintendent of Schools**

2. Public Participation
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, and this opportunity occurs after adjournment of regular meetings. The second is on one or more agenda items upon which the Board will vote, and this opportunity occurs after the special order agenda at regular meetings and as appropriate at special meetings. 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 vice 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 Chairperson calls for speakers or before the last speaker on agenda items concludes his or her comments whichever is later. If you wish to speak during the Public Comment period, you must register prior to the time the Chairperson calls for speakers or before the last speaker concludes his or her comments, whichever is later. If you wish to speak during a Public Hearing, you must register prior to the time the Chairperson calls for speakers or before the last speaker during the Public Hearing concludes his or her comments, whichever is later.

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

1. Public Comment. The Board will hear public comment on the general business of the district after adjournment of regular meetings. The Board will not act on any matter you may raise during your presentation.
2. Numbered Agenda Items. Time will be set aside immediately following the special order agenda at regular meetings and as appropriate at special meetings for you to address numbered agenda items upon which the Board will vote. You may address as many agenda items as you wish during your three (3) minute period, other than items pertaining to employee or student discipline, or any other matter listed in Section 286.0114(3), F.S., such as ministerial acts or emergencies.
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 8/28/15

SCHEDULED

PRESENTATION (ID # 5669)

April 12, 2016

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY SCHOOL

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

SUBJECT: Presentation of the Proclamation Designating April as National Autism Awareness Month Presented by Sherry Aemisegger, Executive Director, Exceptional Student Education

In the 1970's, the National Autism Society named April as National Autism Awareness month in order to increase awareness about autism. The purpose of this awareness was to educate the public about autism issues within the autism community, to promote acceptance of individuals and families with autism, and to recognize those that serve students with autism.

Autism is a complex spectrum disorder that impacts an individual's ability to communicate and interact with others. The prevalence of autism continues to grow, making awareness important. According to the National Autism Society, autism is now prevalent in one in every 68 children in America.

Pinellas County Schools serves approximately 1276 students identified on the autistic spectrum. The district serves students with autism across a continuum in center schools, self-contained classrooms and inclusive classrooms. Pinellas County Schools will continue to develop and improve programs and services to meet the needs of the students and their families impacted by autism.

The Exceptional Student Education office has provided schools with suggested resources to use in celebration of Autism Awareness Month. Below are some of the ways schools celebrate:

- Hold a book study about autism at their school site.
- Devote a display area in their schools to share facts about autism.
- Visit the Center for Autism and Related Disabilities (CARD) website to explore materials and resources surrounding safety, advocacy, behavior, community, and life skills.
- Set up a sensory exhibit at their school to experience tunnels, swings, weighted vests, and body sock. Create homemade sensory items and donate to a classroom for students with autism.
- Share facts about autism on morning news announcements during the month of April.
- Celebrate Autism Awareness Month on their school marquee.

STRATEGIC DIRECTION: Student Achievement

SUBMITTED BY:

Pamela T. Moore, Associate Superintendent, Teaching & Learning Services

ATTACHMENTS:

- Presentation - Proclamation of National Autism Awareness Month (PDF)



RICK SCOTT
GOVERNOR

AUTISM AWARENESS MONTH IN FLORIDA

WHEREAS, autism is the fastest growing developmental disability in the United States, affecting more than three million people; and

WHEREAS, autism is the result of a neurological disorder that affects the normal functioning of the human brain, and can affect anyone; and

WHEREAS, symptoms and characteristics of autism may present themselves in a variety of combinations and can result in significant lifelong impairment of an individual's ability to learn, develop healthy interactive behaviors, and understand verbal as well as nonverbal communication; and

WHEREAS, as the effort to address autism continues, doctors, therapists, and educators can help persons with autism overcome or adjust to its challenges and provide early, accurate diagnosis and the resulting appropriate education, intervention, and therapy that are vital to future growth and development; and

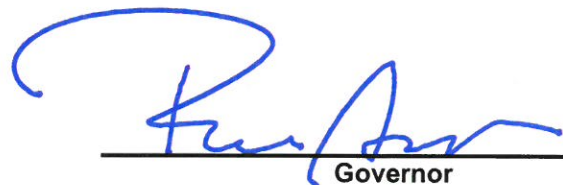
WHEREAS, we must ensure that persons living with autism have access to the lifelong care and services; and

WHEREAS, the state of Florida is honored to take part in the annual observance of Autism Awareness Month and World Autism Awareness Day in the hope that it will lead to a better understanding of the disorder;

NOW, THEREFORE, I, Rick Scott, Governor of the State of Florida do hereby extend greetings and best wishes to all observing April 2016 as ***Autism Awareness Month***.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed at Tallahassee, the Capital, this 28th day of March, in the year two thousand sixteen.


Governor

SCHEDULED

PRESENTATION (ID # 5670)

April 12, 2016

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY SCHOOL

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

SUBJECT: Presentation of the Proclamation Designating April as National Occupational Therapy Month Presented by Sherry Aemisegger, Executive Director, Exceptional Student Education

Every April, the American Occupational Therapy Association (AOTA) celebrates National Occupational Therapy Month (NOTM). In our schools, Occupational Therapists (OTs) evaluate and treat students to improve one's fine motor skills to access the curriculum and perform daily activities. Occupational Therapist Assistants (OTAs) support the treatment techniques as identified by the Occupational Therapist.

The Occupational Therapy staff in our schools reach out in a variety of creative ways to educate their co-workers, administrators and students about what OT is and the far reaching impact! Below are some of the ways our staff celebrate OT month in their schools:

- Submitting an article about OT for the school's newsletter
- Putting up posters around the school with different aspects of what OT does
- Sensory stations set up around the school to introduce staff and students to the value of sensory breaks
- Provide teachers and other staff with great resources and materials to help them understand their own sensory needs, to help them begin to understand what their students might need and why they need sensory breaks
- Celebrate sensory activities at staff meetings including walking on bubble wrap at entrance, filling balloons for stress balls (sensory stations) with rice/beans/corn/flour and a short presentation by the OT's

On behalf of the district, the Exceptional Student Education office, and the Specialized Services office, we respectfully request that the Board approve a Proclamation to recognize April as National Occupational Therapy Month. We recognize the Pinellas County Schools Occupational Therapists and Occupational Therapist Assistants who provide support to students with exceptional needs related to the acquisition of fine motor skills.

STRATEGIC DIRECTION: Student Achievement

SUBMITTED BY:

Pamela T. Moore, Associate Superintendent, Teaching & Learning Services

ATTACHMENTS:

- Presentation - Proclamation for OT Month (PDF)

Proclamation

*designating the month of April as
National Occupational Therapy Month*

State of Florida, County of Pinellas

Proclamation by the Pinellas County School Board

WHEREAS, the Pinellas County School Board of Pinellas County, Florida encourages options for an active and healthy lifestyle; and

WHEREAS, Pinellas County School Board speaks for the best interests of the public in recommending occupational therapy by a licensed Occupational Therapist to achieve fine motor skills to access the curriculum ; and

WHEREAS, through a national effort, the Pinellas County School Board and community members are encouraged to join together to raise awareness of the importance of Occupational Therapy during the month of April 2016; and

WHEREAS, this effort will bring awareness to our schools, community, and around the country of the roles of Occupational Therapists in schools;

NOW, THEREFORE, we, the Pinellas County School Board of the county of Pinellas, Florida, by virtue of the authority vested in us, do hereby proclaim, April 2016 as, *National Occupational Therapy Month* in Pinellas County Schools and in doing so urge all citizens to join in a national effort to raise Occupational Therapy awareness.

Peggy L. O'Shea, Chairperson

Michael A. Grego, Ed.D., Superintendent

SCHEDULED

RECOGNITION (ID # 5671)

April 12, 2016

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY SCHOOL

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

SUBJECT: Recognition of the National Art Education Association 2016 Southeastern Region Supervision/Administration Art Educator of the Year Award to Mrs. Sue Castleman, PK-12 Visual Arts Specialist, Presented by Pamela T. Moore, Associate Superintendent, Teaching and Learning Services

Annually, the National Art Education Association (NAEA) recognizes an outstanding art educator as their Region Supervision/Administration Art Educator of the Year Award. NAEA is the professional association for art educators, and their membership is far reaching including elementary, middle, and high school art teachers; university and college professors; education directors who oversee education in the nation's fine art museums, administrators and supervisors who oversee art education in school districts, state departments of education arts councils; and teaching artists across the United States and many foreign countries.

During the NAEA National Convention in Chicago, Illinois, March 17-19, our very own Sue Castleman, Visual Arts Specialist, received the 2016 Southeastern Region Supervision/Administration Art Educator of the Year Award. This prestigious award, determined through a peer review of nominations, recognizes the exemplary contributions, service, and achievements of an outstanding NAEA member, and Mrs. Castleman will not only represent all that is good about arts education across the country, but also she constantly portrays excellence for Pinellas County Schools.

Pinellas County Schools has an exceptional visual arts department including a host of creative and committed art teachers and district staff, and Sue's outstanding leadership has been the foundation for this excellent reputation. She "speaks art" wherever she goes, and has positively enriched the lives of our staff and students with her passion for the arts.

Please join us in celebrating this well-deserved honor for Mrs. Castleman!

STRATEGIC DIRECTION: Student Achievement

SUBMITTED BY:

Pamela T. Moore, Associate Superintendent, Teaching & Learning Services

ADOPTED

REQUEST FOR APPROVAL (ID # 5684)

April 12, 2016

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Public Hearing to Consider the Amendments Policy 2460 - EXCEPTIONAL STUDENT EDUCATION. (This is the second reading. There are no changes since the first reading.)

BACKGROUND:

Florida law requires that district school boards submit to the Florida Department of Education (DOE) proposed procedures for the provision of special instruction and services for exceptional students once every three years. This document also serves as the basis for the identification, evaluation, eligibility determination, and placement of students in special programs for exceptional students and is a component of the district's application for supplemental student funds available under the Individuals with Disabilities Education Act (IDEA). Rule 6A-6.03411, Florida Administrative Code, requires the approval of this document by the DOE as a prerequisite for districts' use of weighted cost factors under the Florida Education Finance Program.

The three-year cycle for the Exceptional Student Education Policies and Procedures document (SP&P) currently in effect in our school district does not expire until the end of the 2016-2017 school year, but due to legislation approved during the 2015 session, changes to the current SP&P are needed.

Pinellas County Schools submitted the revised document in September 2015 as required by the DOE's Bureau of Exceptional Education and Student Services and it was approved in December 2015. The final SP&P must now be approved by the School Board. The new SP&P will be in effect for the 2015-2016 through 2017-18 school years.

The full SP&P and signature page can be viewed at <http://pcsb.org/Page/15825>

Key changes include requirements responding to statutory regulations and also the addition of specifics regarding district processes currently in place:

- Additional information for restraint and seclusion - including parent notification, training of staff, monitoring, documentation and reporting requirements (SP&P document pages 10-11, 14, 15)
- Addition of updated data reflecting decrease in number of incidents involving restraint and seclusion (SP&P document pages 17-21, 24-25)
- Addition of language regarding use of mechanical restraints in residential programs (SP&P document page 19)
- Addition of a section outlining procedures when a parent files a due process hearing request and the requirement of a resolution conference or mediation being held within 15 days of filing (SP&P document page 40)

- Update of information describing the district's Multi-Tiered System of Supports and Response to Intervention practices, including how parents are to be engaged in individual problem solving teams (SP&P document pages 52-54)
- Addition of language addressing the 30 day rule for obtaining consent when the school district has reason to suspect that a child may be a student with a disability, or a parent requests evaluation for Exceptional Student Education (SP&P document pages 56-57)
- Addition of language for evaluation of students who may be eligible for gifted services (SP&P document page 57)

Addition of section describing the district's procedures for determining the need for Extended School Year (ESY) services for individual students and ensuring a varying range of services to address individual student need (SP&P document pages 119-120)

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

STRATEGIC DIRECTION: Student Achievement

ALTERNATIVES:

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

RECOMMENDATION:

Alternative No. 1 is recommended.

RATIONALE:

Policy 2460 - EXCEPTIONAL STUDENT EDUCATION is being amended to include changes to the SP&P, which is incorporated by reference into Policy 2460.

The Department of Education has required that school boards adopt the new document with additions specific to Pinellas County Schools through 2018 as evidenced by signature of the Superintendent of the School District with the date of the School Board approval on the signature page (attached).

FINANCIAL IMPACT:

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

DATA SOURCES:

David Koperski, School Board Attorney
 Mary Beth Corace, Ph.D., Director, Strategic Planning and Policy
 Sherry Aemisegger, Executive Director, Exceptional Student Education
 Laura Bluett, Supervisor, Compliance

SUBMITTED BY:

Pamela T. Moore, Associate Superintendent, Teaching and Learning Services

ATTACHMENTS:

- Policy 2460 - Exceptional Student Education (PDF)

2460 - EXCEPTIONAL STUDENT EDUCATION

The School Board, as an expression of its commitment to provide a free, appropriate, public education for students with disabilities in accordance with State and Federal laws, rules, and regulations, has developed and will implement Exceptional Student Education Policies and Procedures (Effective Dates: ~~2014-2015~~2015-2016 through ~~2016-2017~~2017-2018 (formerly named the Policies and Procedures for the Provision of Specially Designed Instruction and Related Services for Exceptional Students), as approved July 31, 2001 and amended September 21, 2004, October 25, 2005, November 13, 2007, September 23, 2008, March 15, 2011, April 22, 2014, ~~and~~ April 14, 2015 and xx/xx/xx, is hereby incorporated by reference). This document provides administrative procedures for Exceptional Student Education Programs and shall be revised at the direction of the Florida Department of Education, readopted by the Board, and submitted to the Florida Department of Education for approval.

F.S. 1001.41, 1001.42, 1003.01(3)(a), 1003.57
F.A.C. 6A-6.3411
34 C.F.R. 300.520

Adopted 12/9/09; Revised 3/15/11, 4/22/14, 4/14/15, xx/xx/xx

Approved as to form and legality:



School Board Attorney

SP&P SIGNATURE PAGE

School District:

Administrator of Exceptional Student Education:

This document is effective for the **2015-16** school year.

CERTIFICATION OF APPROVAL

I, _____, do hereby certify that each of the statements below are true:

Signature of Superintendent of School District
or Authorized Representative of Governing Body or Agency

Date of Approval

SPECIAL PROGRAMS AND PROCEDURES

The district's *Exceptional Student Education (ESE) Policies and Procedures (SP&P)* document was approved by the governing body for submission to the Florida Department of Education on the date indicated.

The contents of this document preprinted by the Florida Department of Education have not been altered in any way.

The school district shall implement the requirements of any statutes or State Board of Education rules affecting programs for exceptional students during the effective dates of this document.

The school district shall implement the requirements of the Individuals with Disabilities Education Act (IDEA) and its implementing requirements at Section 300 of Title 34 of the Code of Federal Regulations.

The school district shall implement any amendments to rules and statutes referenced in this document that become effective during the 2015-16 school year.

SCHOOL DISTRICT POLICIES AND PROCEDURES

Any district-produced policy and procedures documents that meet the following criteria have been submitted to the Florida Department of Education with the SP&P. Such documents:

- Supplement the information contained in the district's SP&P
- Address school district exceptional student education procedures or policies
- Are adopted by the school board as school district policy

ADOPTED

REQUEST FOR APPROVAL (ID # 5685)

April 12, 2016

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Public Hearing to Consider the Amendments to Policy 5112 - ENTRANCE REQUIREMENTS. (This is the second reading. There are no changes since the first reading.)

BACKGROUND:

Pursuant to Chapters 1001 and 1003, Florida Statutes, an amendment to policy (rule) is being proposed regarding Policy 5112 - ENTRANCE REQUIREMENTS. This is the second reading of the proposed amendment to policy.

Parents or guardians of students who are enrolling in Florida public schools are required to provide certain documents before admission to a school. As required by Florida Statute section 1003.22, evidence must be provided of immunization against communicable diseases, and a health examination must have been completed within the twelve (12) months prior to enrollment.

The proposed amendments include enhanced language surrounding these two specific entrance requirements for all students related to immunizations and health examinations.

Key changes include:

- Reference to the specific Florida Statute governing immunization requirements
- Reference to Board Policy 5320 - IMMUNIZATIONS
- Rewording of the terms “physical examination” or “medical examination” to read “health examination” to reflect wording used in Florida law

Additional wording and clarification regarding health examinations for students who are transferring into Pinellas County schools, whether from within Florida or from another state.

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

STRATEGIC DIRECTION: Learning in a Safe Environment

ALTERNATIVES:

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

RECOMMENDATION:

Alternative No. 1 is recommended.

RATIONALE:

These revisions more fully address and clarify the requirements for school entry and immunization that are set forth in F.S. 1003.21 and 1003.22, respectively. The amendment will assist schools and parents in understanding such requirements, and reflect the requirements set forth in current State law.

FINANCIAL IMPACT:

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

DATA SOURCES:

David Koperski, School Board Attorney
Mary Beth Corace, Ph.D., Director, Strategic Planning and Policy
Sara O'Toole, Managing Officer, School Health Services

SUBMITTED BY:

William P. Corbett, Ed.D., Deputy Superintendent

ATTACHMENTS:

- Policy 5112 - Entrance Requirements (PDF)

5112 - ENTRANCE REQUIREMENTS

Before admitting a child to kindergarten, the principal shall require evidence that the child has attained the age at which s/he should be admitted in accordance with [Policy 5200 – Compulsory Attendance](#). The Superintendent may require evidence of the age of any child whom s/he believes to be within the limits of compulsory attendance as provided for by law. If the first prescribed evidence is not available, the next evidence obtainable in the order set forth below shall be accepted:

- A. a duly attested transcript of the child's birth record filed according to law with a public officer charged with the duty of recording births;
- B. a duly attested transcript of a certificate of baptism showing the date of birth and place of baptism of the child, accompanied by an affidavit sworn to by the parent;
- C. an insurance policy on the child's life that has been in force for at least two (2) years;
- D. a bona fide contemporary religious record of the child's birth accompanied by an affidavit sworn to by the parent;
- E. a passport or certificate of arrival in the United States showing the age of the child;
- F. a transcript of record of age shown in the child's school record of at least four (4) years prior to application, stating date of birth; or
- G. if none of these evidences can be produced, an affidavit of age sworn to by the parent, accompanied by a certificate of age signed by a public health officer or by a public school physician, or, if these are not available in the county, by a licensed practicing physician designated by the School Board, which states that the health officer of physician has examined the child and believes that the age as stated in the affidavit is substantially correct.

In addition, the principal will require the following documents:

- A. proof of residency – Any two (2) of the following:
current utility bill for power, water, cable, sewer, or land-based telephone (not cellular); rental agreement or lease; closing document; Pinellas County tax statement with homestead exemption. The items must be recent and contain the name of the parent/guardian and service address on it. If parent cannot produce two (2) of these items in the name of the parent or guardian, an Affidavit of Residency must be completed, notarized, and submitted with two (2) of the items listed in the name of the person with the child resides and who is listed on the affidavit.
- B. child's social security number
School system personnel are required to ask for this, but the child is not required to have one.
- C. child's most recent report card
An official report card, transcript, or letter from a proper school authority which shows record of attendance, academic information, and grade placement of the student. This requirement is for students entering grades 1-12. If available, the report card should include the school's address and phone number.

D. Florida Certificate of Immunization

~~All new students entering school in Florida for the first time must have a completed Florida Certificate of Immunization (DOH 680) appropriate for their grade level. As required by F.S. 1003.22 and Policy 5320 – Immunization, all children enrolling in a District school shall meet the immunization requirements set forth in State law.~~

E. physical health examination certificate

~~All new students entering school in Florida for the first time must have a school health examination certificate signed by a licensed examiner (certificate must have been issued within twelve (12) months prior to enrollment/registration). Each child who is entitled to admittance to kindergarten or is entitled to any other initial entrance into a public school in the District must have a certification of a school-entry health examination performed by a licensed examiner within one (1) year before enrollment in school.~~

F. any educational plan for the student (e.g., Individual Educational Plan (IEP), Section 504 Plan, or Educational Plan).

Children and youths who are experiencing homelessness shall be governed by [Policy 5111.01](#).

Admission and Grade Placement

The grade placement of any student new to any school is determined by the principal and professional staff on the basis of results of tests administered by the school and other appropriate considerations. The final decision in regard to grade placement is the responsibility of the principal.

Prior to admission to a school center, out-of-state public and all non-public school transfer students entering kindergarten and first grade must, in addition to presenting evidence of the items required for other elementary students (as indicated below), present official documentation that the student's parent(s)/guardian(s) was a legal resident of the state in which the student was previously enrolled in school.

Prior to admission to a school center, out-of-state public and all non-public school transfer students entering grades two through twelve (2-12) must present evidence of the following:

- A. An official report card or letter from a proper school authority which shows record of attendance, academic information, and grade placement of the student;
- B. Evidence of immunization against communicable diseases, as required by [Section 1003.22](#), F.S.;
- C. Evidence of date of birth, in accordance with [Section 1003.21\(4\)](#), F.S.; and
- D. Evidence of a medical school-entry health examination ~~completed performed by a licensed examiner~~ within the twelve (12) months prior to transfer, in accordance with [Section 1003.22](#), F.S. Students transferring into the District from a school within the State of Florida who have completed a health examination form as part of their school record need not be re-examined. Examinations performed out-of-state may be accepted if performed within one (1) year of entry and include documentation and reported on the official forms of the physician. A student may have up to thirty (30) days to present a certification of a school-entry health examination.

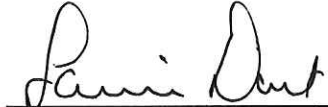
1 After initial placement in a grade, the student will be evaluated and a grade level assignment will be made
2 by the principal.

3 F.S. 1001.32(2), 1001.41, 1001.42, 1001.43, 1003.01, 1003.21, 1003.22

4 F.A.C. ~~6A-1.098~~ 6A-6.024, 6A-1.0985

5 Adopted 12/9/09; Revised 6/29/10, 9/24/13, XX/XX/XX

6
7 Approved as to form and legality:

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9
10 
11 _____
12 School Board Attorney ~~STAFF~~ Attorney
13

ADOPTED

REQUEST FOR APPROVAL (ID # 5686)

April 12, 2016

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Public Hearing to Consider the Amendments to Policy 5320 - IMMUNIZATION.
 (This is the second reading. There are no changes since the first reading.)

BACKGROUND:

Pursuant to Chapter 1003, Florida Statutes, an amendment to policy (rule) is being proposed regarding Policy 5320 - IMMUNIZATION. This is the second reading of the proposed amendment to policy. There are no changes since the first reading.

Florida law requires all students to be immunized against communicable disease as outlined in 1003.22, F.S., unless specifically exempt for medical or religious reasons. 1003.22, F.S. also requires that students undergo a health examination before enrollment in a school setting.

Current policy references the immunization requirements but does not address the health examination requirement. Part of this amendment addresses the health examination requirement and proposes a change in policy title to read Policy 5320 - IMMUNIZATION AND HEALTH EXAMINATION.

Key changes include:

- The addition of a section titled Health Examination, outlining the health exam entrance requirement and the exemption to the requirement that exists.
- An enhanced section on Immunization which includes the following additions:
 - Parental responsibility for assuring compliance with immunization requirements
 - Compliance reporting to the Department of Health
 - Communicable disease emergencies, and disposition of students who are not immunized against the disease for which the emergency has been declared
 - Denial of admittance to school until the requirement is satisfied
 - Allowable exclusions to the immunization requirement
 - Release of liability for the School Board and employees
 - Reference to the Rule in the Florida Administrative Code

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

STRATEGIC DIRECTION: Learning in a Safe Environment

ALTERNATIVES:

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

RECOMMENDATION:

Alternative No. 1 is recommended.

RATIONALE:

The proposed revisions more fully address and clarify the requirements for immunization and health examination that are set forth in F.S. 1003.22. The revisions will assist schools and parents in understanding these requirements as well as the statutory exceptions.

FINANCIAL IMPACT:

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

DATA SOURCES:

David Koperski, School Board Attorney
Mary Beth Corace, Ph.D., Director, Strategic Planning and Policy
Sara O'Toole, Managing Officer, School Health Services

SUBMITTED BY:

Lori Matway, Associate Superintendent, Student and Community Support Services

ATTACHMENTS:

- Policy 5320 Immunization and Health Examination (PDF)

5320 – IMMUNIZATION AND HEALTH EXAMINATION

In order to safeguard the school community from the spread of certain communicable diseases and in recognition that prevention is a means of combating the spread of disease, students are required to undergo a health examination and to be immunized against such diseases, as follow:

Health Examination

Each child who is entitled to admittance to kindergarten or is entitled to any other initial entrance into a public school in the District must have a certification of a school-entry health examination performed by a licensed examiner within one (1) year before enrollment in school.

A child shall be exempted from the requirement of a health examination upon written request of the parent of the child stating objections to the examination on religious grounds.

Children and youths who are experiencing homelessness shall be governed by Policy 5111.01

Immunization

Prior to admittance to or attendance in a public school in the District, grades kindergarten through 12, or any other initial entrance into a Florida public school, each child shall present or have on file with the school a certification of immunization for the prevention of those communicable diseases for which immunization is required by the Department of Health. Such certification shall be made on forms approved and provided by the Department of Health and shall become a part of each student's permanent record, to be transferred when the student transfers, is promoted, or changes schools.

The parents of any child admitted to or in attendance at a public school, grades prekindergarten through 12, are responsible for assuring that the child is in compliance with the provisions of this policy.

Each public school, including public kindergarten, shall provide to the county health department director or administrator annual reports of compliance with the provisions of this policy. Reports shall be completed on forms provided by the Department of Health for each kindergarten and other grade as specified, and the reports shall include the status of children who were admitted at the beginning of the school year.

The presence of any of the communicable diseases for which immunization is required by the Department of Health in a public school shall permit the county health department director or administrator or the State Health Officer to declare a communicable disease emergency. The declaration of such emergency shall mandate that all students in attendance in the school who are not in compliance with the provisions of this policy be identified by the Board, and the school health and immunization records of such children shall be made available to the county health department director or administrator. Those children identified as not being immunized against the disease for which the emergency has been declared shall be temporarily excluded from school until such time as is specified by the county health department director or administrator.

Any child otherwise entitled to admittance to kindergarten or any other initial entrance into a Florida public or private school who is not in compliance with the requirements of this policy shall be denied admittance until such requirements are satisfied.

The provisions of this policy shall not apply if:

- A. The parent of the child objects in writing and on the approved Department of Health form that the administration of immunizing agents conflicts with his/her religious tenets or practices;

B. A physician certifies in writing on the approved Department of Health form that the child should be permanently exempt from the required immunization for medical reasons stated in writing;

C. A physician certifies in writing on the approved Department of Health form that the child has received as many immunizations as are medically indicated at the time, and is in the process of completing necessary immunizations;

D. The Department of Health determines that, according to recognized standards of medical practice, any required immunization is unnecessary or hazardous.

Children and youths who are experiencing homelessness shall be governed by Policy 5111.01

No member of the School Board or any of its employees shall be liable for any injury caused by the administration of a vaccine to any student who is required to be so immunized pursuant to the provisions of this policy. ~~the School Board requires all students to be immunized in accordance with State statutes, unless specifically exempt for medical or religious reasons. This policy pertains to both students who currently attend school in the District and those eligible to attend.~~

~~The Superintendent may exempt a student from immunization if a physician certifies in writing that immunization from a particular disease is medically contraindicated. Florida statutes require that school districts grant homeless children a temporary exemption for thirty (30) school days to submit the certification of immunization.~~

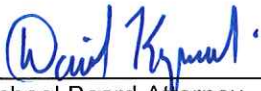
~~A student who has not completed immunization may not be admitted to school, except as is consistent with the law.~~

F.S. 1003.22

F.A.C. 64D-3.046

Revised xx/xx/xx

Approved as to form and legality:



School Board Attorney

ADOPTED

REQUEST FOR APPROVAL (ID # 5676)

Request Approval of Minutes: To Approve the Minutes of the School Board Workshop of March 8, 2016; and, of the Regular School Board Meeting of March 15, 2016

ATTACHMENTS:

- w.16March08 (PDF)
- board meeting minutes 031516 (PDF)

**SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA
WORKSHOP – March 8, 2016**

The School Board of Pinellas County, Florida, conducted a workshop on Tuesday, March 8, 2016, at 9:00 a.m., in the Cabinet Conference Room, Administration Building, 301 4th Street SW, Largo, Florida.

Present: Mrs. Peggy L. O'Shea, Chairperson; Mrs. Terry Krassner, Vice-Chairperson; Ms. Janet Clark, Mrs. Carol J. Cook, Ms. Rene Flowers, Mrs. Linda Lerner, Dr. Ken Peluso, Members; Dr. Michael Grego, Superintendent, Dr. William Corbett, Deputy Superintendent, and Mr. David Koperski, School Board Attorney.

At 9:20 a.m. Mrs. Lerner excused herself for unexpected but necessary personal reasons.

Review of Agenda: no changes

- **Budget Update/Legislative Update:** Mr. Kevin Smith, associate superintendent, finance and business services reviewed the documents: *2016-2017 FEFP-SENATE OFFER #1, February 28, 2016, Public Schools Funding Summary, Comparison with 2015-2016 Total All Districts and March 8, 2016 Pinellas Schools Legislative Update 2016-2017 Education Budget*. Mr. Smith shared that he is presenting the proposed budget as of today, but the legislature has until Friday to vote, and changes can occur. The current recommendation is a 1% increase in per student funding, which is disappointing; Dr. Grego agreed. The proposal is to slightly lower millage to give taxpayers a tax cut; though very minimal. Dr. Grego shared that even if they lowered the millage they could choose to backfill the loss of education revenue from the state surplus. Mrs. O'Shea shared that this is not keeping up with inflation. Dr. Peluso also felt it very disappointing especially since the initial positive budget reports. CPALMS and the test item databank were funded in the DOE budget; CPALMS provides curriculum support for educators. The CSCSCSHB 7029 "train bill" may be the main conduit to pass education legislation. Some of the key proposals included are school board member visitation of schools, public school educational choice, charter schools, school board construction, and out-of-field teacher reporting. Dr. Peluso stated that if school board member visitation of schools passes, board members will need to understand how this impacts them. Dr. Grego shared some concerns regarding the school board construction because districts often add classrooms to reduce class size but there are other facilities/maintenance items that are needed to support that and depending how the Office of Program Policy Analysis (OPPAGA) calculates a per student station, it could adversely affect school districts.
- **Bonding Issue:** Mr. Kevin Smith, associate superintendent, finance and business services, and Mr. Clint Herbic, associate superintendent, operational services, reviewed the following documents: *The School Board of Pinellas County, Florida, Certificates of Participation, Series 2016, Draft Financing Schedule, February 26, 2016 and Six Year Capital Renewal General Plan*. Mr. Smith reviewed the COP timeline. He shared that the April 12 date for board approval of the financing and leasing corporation will occur at the April 26 board meeting instead. Mr. Herbic

- shared that the capital renewal projects have been listed in alpha order on this document and the dates listed are the project start dates. He stated that due to the age of St. Petersburg High that the building's infrastructure will need to be improved prior to making the renovations. High Point Elementary will have some improvements made to the property to prepare for the addition of classrooms for which the need is projected in four or five years. He said they are looking at all bonding projects and may cluster some into one bond.
- **Health Update/Transparency Tools:** Mr. Ted Pafundi, director, risk management and insurance, with Mike O'Neil and Will Brockman from Healthcare Bluebook, reviewed the following document: *Protecting Patients by Providing Information and Empowering Choice-Healthcare Bluebook*. Mr. O'Neil shared that this tool has been developed out of the interest of patients and that not all procedures are "shopable". In some cases quality outcomes are the priority, but this tool is very helpful with screening procedures. Will Brockman stated that this is not intended for shopping primary care providers; in network physicians have very little price variance. Cost transparency is helpful when a physician performs procedures at a variety of locations; it is the facility cost where there is a large range in pricing. Hospitals tend to be the most expensive. The online tool is zip code specific and the mobile app makes it very user friendly; patients often need the ability to decide while speaking with the doctor. Mr. Brockman brought out that not all procedures are managed well at all locations and it is important for the consumer to be informed. The program ranks 35 procedures. He added that typically 80% of claims are driven by 20% of the insured. Mr. Pafundi added that Humana will still be negotiating with providers. Mr. O'Neil reviewed the "Go Green to Get Green" program. People who choose a less expensive facility for a procedure receive a small monetary rebate (\$25.00-\$100.00) to incentivize them to make a cost conscious decision. Dr. Peluso asked if this monetary program encourages people to seek out procedures they don't need. Mr. O'Neil said that since the rebate is nominal, they are not finding that is the case. Dr. Peluso asked about the contract term for this program and how facilities get on the list. The contract term is two years and they get on the list through local claims data. Mr. Brockman stated that better outcomes are always most important; better outcomes over the long haul save money in insurance costs. Mr. Pafundi stated that Miami-Dade is using this tool due to its simplicity. Mrs. Krassner asked about the cost of the contract. Mr. Pafundi said it is \$165,000 per year, but there is significant savings in overall cost due to individuals wanting to be proactive in choosing lower cost facilities because most employees are paying a percentage of the cost. He believes that we are in a good position to roll this out and if approved, he wants to roll this out by June 1, 2016.
 - **2015/2016 Strategic Wellness Plan:** Mr. Ted Pafundi, director, risk management and insurance, and Kara Hager, employee wellness coordinator, reviewed the document: *Pinellas County Schools Strategic Employee Wellness Plan*. Mr. Pafundi stated that this document addresses Goal 3: Action Item #9 of the District Strategic Plan and school board policy 8510. Our district has an employee wellness committee, school health advisory committee, health and wellness corporate

- partners and 139 employee wellness champions. Ms. Hager has developed a Be Smart Newsletter that promotes good health. The district has partnered with the YMCA in their diabetes prevention programs. Humana provides PCS with \$500,000. annually to support health and wellness. Dr. Peluso asked if that will continue. Mr. Pafundi shared that it is a negotiated item within our Humana contract. He also stated that health care is complicated today and these layers of education and support are in place to create a culture of good health and wellness.
- **Transformation Team:** Dr. William Corbett, deputy superintendent, Dr. Antonio Burt, director, school leadership, and Dr. Dan Evans, executive director, assessment accountability and research, reviewed the documents: *School Leadership Transformation Team draft, Tuesday, March 1, 2016; Pinellas County Schools, Timeline of Interventions-Turnaround Model; School Leadership Org Chart; School Turnaround: Addressing Equity in Student Achievement; School Discipline, February 2016 and Pinellas County Schools/School Turnaround Model Research and Feedback Protocols*. Dr. Corbett introduced the topic saying that this has been the plan since the district's hiring in January 2015 of The New Teacher Project (TNTP), a national consultant in turnaround models; their contract will expire in August 2016. Dr. Burt has been hired to continue the work begun by TNTP and the proposal being shared today is to complete his team (two assistant directors, one senior coordinator, four instructional staff developers and one secretary). Dr. Burt will report directly to Dr. Grego. Dr. Corbett stated that Dr. Burt will work with the five south county schools; Campbell Park, Lakewood Elementary, Melrose Elementary, Maximo Elementary and Fairmount Park; plus Sandy Lane and High Point which are also among the lowest performing elementary schools. The goal is to build a comprehensive plan for school turnaround and build capacity to prepare the district to handle the most challenging school environments. Dr. Evans shared the plan to meet with focus groups today; parent meeting after school and community session at Campbell Park Elementary at 4:00 pm. Ms. Flowers expressed concern about the time for the community meeting stating that many individuals are at work. Dr. Evans shared that these are limited research focus groups. Ms. Flowers asked to have groups meet at times when parents can attend and get buy in from the community. Ms. Flowers also said that she supports assistance to the schools but asked how the district plans to pay for these positions. Dr. Corbett said the two assistant director positions will be paid from Title I and Title II grant money. The others will come from existing funds. Mrs. Krassner voiced her concern with Title I schools receiving reduced funds. Dr. Corbett said that schools will keep the dollars they are currently getting. Ms. Flowers expressed concern with using grant funds; she wants to be assured that once we start something we can continue it. Dr. Grego shared that it is important to continue this as a way of work and build upon successes and continue to leverage resources. Mrs. Cook asked if any positions have been repurposed. Dr. Corbett said only the two assistant director positions are new. Mrs. Krassner stated that it is important to have adults hands on with students; there seem to be a large number of adults who don't have direct student contact; like assistant directors and instructional staff developers. Dr. Grego said in April more will be shared with the

board regarding the school plan, outcomes from focus groups, and updated data. Dr. Burt added that the plan is for instructional coaches to be on the ground daily and work up a successful model to be used. Carol Cook asked Dr. Burt if this is a similar model to the one he used in Memphis. He believes this model is ideal because it is all elementary schools and it is important to look at early warning indicators to provide support before they go down to the lowest percentile. Mrs. O'Shea brought up the possibility of an extended day, but she is aware that there is a huge cost associated with it. Dr. Grego said that will be one of the topics with the focus groups. Mrs. Krassner asked if area superintendents are empowered to fund some of these items with their budget. Dr. Corbett stated that resources are not the problem; we need to define and refine what we are doing. Ms. Flowers asked why there weren't any additional behavior specialists on the model. Dr. Burt wants to determine if the behaviors are part of the teaching and learning issues. Ms. Flowers wants to be assured that this additional layer of support will not cause additional work, expectations or stress on teachers. Dr. Grego said that by providing curriculum and instructional support, we are looking to take that off their plate, it is difficult work. Dr. Peluso asked about the flexibility of pacing guides. Dr. Grego explained that pacing guides are to demonstrate what should occur over a ten month period of time; state standards remain the same regardless of where a student resides. Some students just need more time to learn some skills and our overall goal is to get all students on grade level. Mrs. Krassner voiced concern with substitutes in classes during teacher training. Dr. Burt said the intent will be to have that training before / after school and perhaps be able to use a flex time model for professional development days; it will need to be discussed. Dr. Grego then thanked the board for their support with Summer Bridge which helps to prevent loss of learning.

- **Job Descriptions:** Dr. Ron Ciranna, assistant superintendent, human resource services, reviewed the following job descriptions: *Assistant Director, School Leadership; Assistant Director, Human Resources/Professional Development; and Human Resources Records Analyst*. Dr. Ron Ciranna reviewed the two job descriptions related to the transformation team. Ms. Flowers asked if a master's degree should be required or if experience should be the focus. Dr. Corbett said that based on pay grade (C08), a master's degree is required. Dr. Ciranna stated that the Human Resources Records Analyst job revision is due to a retirement.
- **Summer Bridge Update:** Ms. Pam Moore, associate superintendent, teaching and learning services, shared the following document: *2016 Summer Bridge Information (02/22/16)*. Ms. Moore spoke of the summer bridge locations, which are numerous. She said that since transportation is not provided, they increased the number of sites this year. Dr. Corbett added that some Title I schools choose to provide transportation, but it is a school based decision. Ms. Moore said some schools are unavailable due to construction projects. Also, high school credit recovery is an important piece and it is offered at surrounding schools for students who typically attend a school under construction. Registration for Summer Bridge opened March 7.
- **Summer Reading Program:** Dr. Shana Rafalski, executive director, elementary education, spoke about the document: *Get in the Game, Read!* Dr. Rafalski shared

- that the Collaborative Summer Library program theme is Get in the Game, Read! Often students digress in their reading skills during the summer months. On April 7, there will be a kickoff breakfast at the Stavros Institute from 7:30-9:30 a.m. The specifics of the program will be shared including the Fill the Bus campaign which will run from April 18-29. There will be several locations to donate books. She also shared that MyOn online books will be available to students beginning in May. Students who don't have internet access at home can access MyOn while in a Wi-Fi location and download up to twenty books; internet access is not needed to read them once loaded on the device. The district will tie this in with local libraries. Dr. Grego said this will promote community awareness about the importance of reading.
- **Differentiated Learning Strategies:** Dr. Grego opened this topic by stating that the board had requested information on how instructors are differentiating instruction. Rita Vasquez, executive director, high school education, and Danielle Campbell, secondary reading specialist, showed a video that demonstrated how a teacher will instruct a group of students and then students break out into smaller groups to achieve the goal of personalized learning. Dr. Shana Rafalski, executive director, elementary education, and Holly Slaughter, elementary reading and language arts specialist, said they use a similar model. They also brought in Dr. Jan Richardson, literacy consultant, to provide professional development for teachers. Ms. Slaughter said that schools have professional development videos and instructional coaches to assist and provide support for classroom teachers. Dr. Grego advised the board to look for strategies demonstrated while visiting schools.
 - **Standard Diploma on Access Points:** Ms. Sherry Aemisegger, executive director, exceptional student education, and Ms. Katie Csaszar, ESE specialist, reviewed the documents: *FLDOE: Access Points* and *Standard Diploma on Access Points for Students with Disabilities*. This new diploma path written by the FLDOE provides students with disabilities the opportunity to receive a standard diploma. Curriculum is being written by FLDOE and available on CPALMS. Some families want their students to receive a standard diploma from high school because it affords their student more opportunities for work and continuing education. This standard diploma path, which consists of 24 credits and a minimum 2.0 GPA, is only available for the 2014-15 cohorts and beyond. The curriculum is written to allow for demonstration of mastery based on the skill level of the individual by reducing the level of complexity. ACCEL (Academically Challenging Curriculum to Enhance Learning) is another diploma pathway that will continue to be offered with graduation requirements of 18 credits and a minimum 2.0 GPA. The standard diploma requirements must be met in four years to be considered graduating on time. Standard diplomas will also count toward the district's graduation rate. The special diploma option is only available for students currently in 11th or 12th grade. Additionally, students with disabilities may also continue to receive support to the age of 22 in an extended transition program that provides job coaching and placement. Katie shared that the district goal for graduation of these special needs students is 70% and she and her team are working with each student and their families to help them attain that goal.

- **Charter School: Discovery Academy of Science Contract Renewal:** Mr. Rick Wolfe, director, charter schools and home education, reviewed the agenda item: *Request Approval of a Five-Year Charter Renewal for Discovery Academy of Science Charter School and Add Second Location*. This charter school's initial application was for 900 students; currently they have 156. The date has come for their five year renewal and they are asking at this time to have two campuses to accommodate their grade span for their anticipated growth. Board members asked for an update on the New Point Management company situation. Mr. Wolfe shared that media reports have been accurate; our district has notified Windsor Prep, Newpoint Pinellas Academy, Newpoint Charter School and Newpoint Pinellas High School that they are in a deteriorating financial condition. The Department of Education is involved. Mr. Wolfe has attended their board meetings and has also advised parents that the district is here to assist them should they want to make a change in schools. Dr. Grego shared that we want to be sure to protect the district.
- **Electronic Flier System:** Dr. Valerie Brimm, director, office of strategic partnerships, shared that her office recently took over the process of approving flyers that are distributed at schools. With the large number of requests we receive, Dr. Brimm felt it important to find a more time effective way of handling this process. The district is now using peachjar, which has the capability of emailing flyers directly to parents' inboxes and posting them online for each specific school. Peachjar cannot use email addresses for any other purpose. Only approved flyers are posted. Dr. Brimm has a dedicated staff person that will approve flyers on Monday of each week; schools determine which day of the week they are posted. Only community groups and for profit businesses will pay a small service fee. This is a more effective and efficient way of work. Parents who do not have access to these devices may still get a printed copy from the school office and parents may also opt out of receiving the flyers to their inbox. Dr. Peluso asked if there is any cost to the district for this process; there is no cost. Peachjar is paid by the nominal fees charged to outside organizations.
- **Hamilton Disston Name Change:** Dr. Barbara Hires, area superintendent, Ms. Michelle Topping, director, educational alternative services, and Ms. Tamika Hughes-Leeks, principal, spoke with the board about the agenda item: *Request Approval for Name Change of Hamilton Disston School to Disston Academy*. The request is based on the repurposing of Hamilton Disston from a school serving severely emotionally disturbed to an alternative high school program. The school has been assigned a new Master School Identification number to address this change. Since Hamilton Disston was a prominent person in the community they want to retain the Disston name and call it Disston Academy. A survey of stakeholders indicated the overwhelming majority support this change.
- **Leadership:**
 - Dr. Grego: 1) He spoke about the transportation department's Road-E-O held on March 5 and how much he enjoyed the opportunity to drive the bus and gave kudos to our drivers because it is a very difficult task. He also mentioned "This is How We Roll" transportation department newsletter and commended Mr. Herbic for his leadership. 2) He advised the board that last

Saturday the district had more than 500 students take the SAT. At the school sites, guidance counselors and staff made themselves available to speak with parents. 3) He advised that Special Olympics will be using the new rubberized track at Lakewood High School. Improvements on that campus are increasing school pride. 4) He said our partners at Raymond James had a Lunch Pal Mentor program luncheon to promote the importance of mentoring; Mrs. Lerner attended. 5) He then called upon Chief Stelljes to share information about arrest data. Chief Stelljes shared that he attended the community meeting of Pinellas county law enforcement and discovered that arrest data shared did not match his data. He began to dig deeper into the reasons for this disparity. He discovered that when an officer makes an electronic arrest referral the information goes into the JDC database. Some referrals do not result in an arrest; but if that is not pulled from their database, it gets reported as an arrest. The state receives those reports. Through much conversation and diligence on the part of Chief Stelljes, there will be a new process. Arrest and non-arrest information will now drop into a queue; the state attorney's office will review it and only arrests will be reported to the Dept. of Juvenile Justice. The accurate reporting of arrest data for individuals is an important issue as it impacts an individual's life long term. This reporting problem contributed to inflated arrest data. Ms. Flowers noted that another issue with inflated arrest data surrounds an individual's behavior; if one person is arrested nine times it shows as nine arrests. Mrs. Cook brought out the fact that if a student is arrested on campus for an off campus incident it counts on arrest data also. The Chief said he will continue to work on accurate reporting.

- Mrs. O'Shea shared that a letter of support for the Clearwater Historical Society's use of South Ward was sent on behalf of the Board. They are seeking funding from the state and it is supported locally by both Senator Latvala and Representative Latvala. The school board supported this same initiative in the past.
- Ms. Clark shared that she is receiving emails concerning the Carnegie Math program. Dr. Grego advised that Donna DeSena now oversees that program and she is excellent at assisting students and families with the program.
- Kevin Smith came in at the conclusion of the meeting to share that the budget proposal had changed again; that millage would remain the same and the new proposal appears to be better funded.

No official actions were taken by the Board at this workshop. An audio recording of this workshop is filed in the Board Office archives. This workshop adjourned at 3:20 p.m.

Chairperson
w.8 March16/als

Secretary

Regular School Board Meeting

Tuesday, March 15, 2016 10:00 AM

School Administration Building

301 Fourth Street SW
Largo, FL 33770

~ Minutes ~

<https://www.pcsb.org>

I. Call to Order

The meeting was called to order at 10:00 a.m. on Tuesday, March 15, 2016 at the School Board Administration Building, 301 Fourth Street SW, Largo, Florida.

Attendee Name	Title	Status	Arrived
Rene Flowers	Board Member	Present	
Ken Peluso	Board Member	Present	
Carol J. Cook	Board Member	Present	
Janet R. Clark	Board Member	Present	
Terry Krassner	Vice Chairman	Present	
Linda S. Lerner	Board Member	Present	
Peggy O' Shea	Chairperson	Present	
Michael A. Grego	Superintendent	Present	
William Corbett	Deputy Superintendent	Present	
David Koperski	Board Attorney	Present	
Kevin Smith	Associate Superintendent/Finance Business Services	Present	
Clinton Herbic	Associate Superintendent/Operations	Present	
Ann Simonetti	Administrative Asst. and Clerk to the Board	Present	

II. Amendments to the Agenda

There were no amendments to the agenda.

III. Invocation: Pastor Daphne Johnson, First United Methodist Church, 411 Turner Street, Clearwater, FL

Pastor Daphne Johnson was unable to attend due to illness. Mrs. O'Shea led a moment of silent reflection.

Attachment: board meeting minutes 031516 (5676 : Request Approval of Minutes)

IV. Pledge of Allegiance

The Pledge of Allegiance followed the moment of silent reflection.

National Anthem

Following the Pledge of Allegiance, the National Anthem was sung by Madison Fullarton, student at St. Petersburg High School.

Video: Dunedin High School student Michaela Polmann honored as state essay winner

The video shown highlighted Michaela Polmann, a student at Dunedin High. She was named the state's 2016 Black History Month student contest winner. We learned about Michaela's student essay that won the contest at the high school level and how she plans to use the four-year Florida College Plan scholarship provided by the Florida Prepaid College Foundation that she was awarded.

V. Introduction of Professional and Community Organization Reps

Lisa M. Wolf, Public Information Officer

Lisa Wolf, Public Information Officer, introduced the following individuals: community organizations- Nelly Henjes, PESPA; Mike Gandolfo, PCTA; Cindy Ehrenzeller, PCCPTA; Judith Powers, Pinellas Arts for a Complete Education Coalition, and members of the media- Colleen Wright, Tampa Bay Times; and Richard Rowley, Divided Films.

VI. Presentation by Student Rights and Responsibilities: St. Petersburg High School

There was no presentation from the Student Rights and Responsibilities Committee.

VII. Adoption of Agenda

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Terry Krassner, Vice Chairman
SECONDER:	Rene Flowers, Board Member
AYES:	Flowers, Peluso, Cook, Clark, Krassner, Lerner, O' Shea

VIII. Special Order Agenda

1. Presentation of the Proclamation Designating March as Youth Art Month, Presented by Jonathan Ogle, Coordinator, Technology Integration Pk-12 Visual Arts
Jonathan Ogle, coordinator, technology integration PK-12 visual arts, presented the proclamation since Sue Castleman, PK-12 visual arts specialist, was unable to attend. She is attending the National Art Education Association Convention. At the convention she will be honored with the 2016 Southeastern Supervision/Administration Art Educator of the Year Award.

Ken Peluso read the proclamation aloud.

It was moved by Rene Flowers, seconded by Janet Clark, and carried with a 7-0 vote to approve March as Youth Art Month.

(Copy to be found in Supplemental Minute Book #163.)

2. Presentation of the Proclamation Designating April as National Library Month and National Library Week, April 10-16, 2016, Presented by Laura Woods, Library Media, Program Coordinator

Ms. Laura Woods, library media program coordinator, introduced this proclamation and some highlights that surround national library week and school library media month.

Terry Krassner read the proclamation aloud.

It was moved by Rene Flowers, seconded by Terry Krassner, and carried with a 7-0 vote to approve April as School Library Media Month and National Library Week, April 10-16, 2016.

(Copy to be found in Supplemental Minute Book #163.)

3. Presentation of the Proclamation Designating March as Music in Our Schools Month, Presented by Jeanne Reynolds, PK-12 Performing Arts Specialist

Ms. Jeanne Reynolds, PK-12 performing arts specialist, spoke of the outstanding work being done by students and staff in performing arts programs across the district and the amazing performances being delivered.

Janet Clark read the proclamation aloud.

It was moved by Terry Krassner, seconded by Janet Clark, and carried with a 7-0 vote to approve March as Music in Our Schools Month.

(Copy to be found in Supplemental Minute Book #163.)

4. Recognition of the 2016 Family and Community Engagement Award Winners

Dr. Valerie Brimm, director, office of strategic partnerships, introduced the principals from two schools that have been awarded the Florida 2015-2016 Family and Community Involvement Award. Mrs. Kristy Moody, principal, Douglas L. Jamerson Elementary, and Mr. Keith Mastorides, principal, Clearwater High School came forward to receive their awards.

IX. Public Comments on Agenda Items

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

Mark Klutho

Consent Agenda Item #16: Request Approval of the Total Project Cost for the Dixie Hollins High School Heating, Ventilation and Air Conditioning (HVAC) Controls Replacement for the Entire School and the Replacement of HVAC Chillers, Project No. 9079 and 9064, in the Amount of \$1,455,000, and the Agreement With Engineering Matrix, Inc. For Engineering and Contract Administration Services

Consent Agenda Item # 18: Request Approval of Change Order No. 1 With Air Mechanical and Service Corporation for the Heating, Ventilation and Air Conditioning and Lighting Renovation. This change order will decrease the current contract amount by \$55,402.44, with no time extension, at Oakhurst Elementary, Project No. 9083

Consent Agenda Item # 19: Request Approval of Change Order No. 2 With Air Mechanical and Service Corporation for the Heating, Ventilation and Air Conditioning and Lighting Renovation. This change order will decrease the current contract amount by \$93,400.04,

with no time extension, at Sawgrass Lake Elementary, Project No. 9183

Nonconsent Agenda Item # 3: Setting a Public Hearing and Authorizing the Advertisement of the Public Hearing to Consider the Amendment to Policy 5120 - ASSIGNMENT WITHIN DISTRICT (This is the first reading.)

Mr. Klutho referenced our district strategic direction, Effective and Efficient Use of Resources, and shared his viewpoint on the impact of our buildings on the environment.

X. Unfinished Business

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

1. Public Hearing to Consider the Amendments to the Code of Student Conduct Policies to 5500.05 – STUDENT ATTENDANCE; 5500.08 – MISCONDUCT THAT REQUIRES SPECIFIC CONSEQUENCES; 5500.10 – DISCIPLINARY ACTION; AND 5500.12 – SUSPENSION/EXPULSION. (This is the second reading. There are no changes since the first reading.)

Dr. Grego spoke about these policy changes and the reduction of out-of-school suspensions and reduction in number of days for suspension. He stated that it is important to keep students in school. He acknowledged area superintendents who are taking the lead. He commended Mr. Ward Kennedy and Ms. Pat Wright, for their work with committees and Ms. Flowers, for serving on the community discipline committee. He said that civil citations are being utilized and reducing arrests. He thanked police officers for their cooperation with the MOU and its practices. Out-of-School suspensions year-to-date reduction is 31%, and in the months of January and February, out-of-school suspensions data reflects a 43% decrease. We are making progress. Dr. Grego shared that Countryside HS has had no arrests this year. Information was shared by Chief Stelljes at the March 8, 2016 school board workshop concerning disparities in the reporting of arrest data. The Department of Juvenile Justice was reporting referrals that did not turn into arrests. Thank you to the States Attorney and Chief Stelljes, who worked together to review and implement change in reporting practices. Mr. Kennedy shared that we are looking at alternatives to suspensions.

The following individuals addressed the Board to share their comments:

1. Amir Whitaker

Mr. Whitaker (Southern Poverty Law Center Staff Attorney) commended the district for quick action in taking steps in the right direction. He wants reasons for suspension addressed, some infractions are minor. Arrests are still problematic; we need to keep students in the classroom.

2. Linda Stoller

Ms. Stoller (FAST) suggested supervised programs in school for students with behavior issues instead of out-of-school suspensions.

3. Johnny Watson

Mr. Watson (FAST) shared his concern that out-of-school suspension does not allow for class time; students need more behavior support and should remain in school with supervision. He advised the board that FAST members have written notes inviting them to the April 18 event at Tropicana Field. The notes were delivered to the dais.

4. Jen Daysa

Reverend Daysa (FAST) shared her concern for her own special needs child who has behavior issues when it is time for him to attend school.

5. Kathleen Walter

Ms. Walter (FAST), retired school psychologist, provided the following document for the board: Florida Association of School Psychologists *Position Statement on Ending the School-to-Prison Pipeline*, dated 092915.

6. Terry Jones

Mr. Jones (FAST) shared his viewpoint that out-of-school suspensions are ineffective and the loss of class time is problematic; he suggested a supervised in-school program.

7. Ashley Green

Ms. Green (Dream Defenders) believes that punishment can be counterproductive; children often demonstrate childish behavior. The district needs to do more to reduce arrests. She shared an invitation to the Restorative Justice BBQ, March 19th.

8. Jayson James

Mr. James, a St. Petersburg native, stated that out-of-school suspensions should not exist and the school-to-prison pipeline has to stop. He believes in restorative justice.

9. Maria Jose Hays

Ms. Hays (Dream Defender) shared her concerns surrounding racial issues and need for uncomfortable conversations; she spoke about the correlation between poverty and at risk students. She feels the district should invest in teachers, social workers, and behavior specialists.

Ms. Flowers thanked Mr. Amir Whitaker for acknowledging the work of the district. She stated that we agree on keeping students in school. She spoke to the reference of a recent fight at the gate to John Hopkins Middle School and shared that parents were involved in groups against one another; it was not school based. The St. Petersburg Police came out to protect children leaving school. She attended the Rethink Discipline Conference in Atlanta and learned that when addressing discipline issues, all agencies involved need to be collaborative and use the same processes/methods. Restorative justice would need to be implemented across the board to be effective. This takes time. The idea that we eliminate out-of-school suspension is not shared by the victim's parents, they want consequences for those behaviors. She addressed the references to Broward County public schools use of a discipline matrix and said that some of our policies are better and we are incorporating support for students; social workers, behavior specialists and support in the classroom. More serious behaviors need to be addressed. The district is providing ongoing professional development for staff to improve how discipline is being handled so it is equitable across the district. Ms. Wright is bringing in Dr. Mara Schiff, Florida Atlantic University, to speak about restorative justice. The Greenwood area of Clearwater and their community is doing some good work supporting student learning. We are making changes. She is meeting with the FAST Education Committee on March 31, at their invitation, and plans to attend the Restorative Justice BBQ on March 19. She stated that she applauds the fact that we have moved more to a dialogue across the community and students need to be involved in the conversation.

Dr. Peluso thanked the speakers for attending and stated that it is essential for him to hear from administrators and teachers to share their viewpoint. He is calling for feedback from all

stakeholders.

Mrs. Lerner said that she agrees with Ms. Flowers remarks. She also shared her concerns with the FAST Nehemiah Action meeting format of yes or no responses. She believes that solutions come from working together. She also spoke about the positive relationships that School Resource Officers and Campus police have with students and staff in our schools; they are an important part of the many student services the district provides. They serve as mentors and guides and are part of a safe environment.

XI. Consent

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Janet R. Clark, Board Member
SECONDER:	Ken Peluso, Board Member
AYES:	Flowers, Peluso, Cook, Clark, Krassner, Lerner, O' Shea

1. Request Approval of Minutes: To Approve the Minutes of the School Board Workshop of Tuesday, February 16, 2016; and, the Regular School Board Meeting of Tuesday, February 23, 2016
Approved as submitted
2. Request Approval of Personnel Recommendations
Approved as submitted
(Copy to be found in Supplemental Minute Book #163.)
3. Request Approval of the Administrative Appointment of the Assistant Principal, Countryside High School
Appointment approved- Robyn C. Oyer
(Copy to be found in Supplemental Minute Book #163.)
4. Request Approval of the Administrative Appointment of the Assistant Principal, Sanders Exceptional Student Education Center
Appointment approved- Jacqueline M. Edwards
(Copy to be found in Supplemental Minute Book #163.)
5. Request Approval of the Administrative Appointment of the Administrator, Department of Juvenile Justice/Educational Alternative Services
Appointment approved - Christina J. Fields
(Copy to be found in Supplemental Minute Book #163.)
6. Request Approval to Create and/or Revise Job Descriptions Which Will Be Effective March 16, 2016
Approved as submitted

Attachment: board meeting minutes 031516 (5676 : Request Approval of Minutes)

7. Request Approval of the School Resource Officer Agreements with the City of Largo and City of Tarpon Springs for the 2015-2016 Year
Approved as submitted
(Copy to be found in Supplemental Minute Book #163.)
8. Request Approval of Field Trip Bid Selections
Approved as submitted
9. Request Approval for Name Change of Hamilton Disston School to Disston Academy
This item was pulled by Ms. Flowers. Please refer to XII. Consent Agenda-Items Pulled.
10. Request Approval of the Following Special Projects:
Approved as follows:
 - A. Agreement with Dell/dbSys - Connect for Success Maintenance \$304,200.00
 - B. Agreement with Scholastic FACE Professional Learning \$100,000.00
 (Copy to be found in Supplemental Minute Book #163.)
11. Request Approval of Budget Amendment No.4 (December 2015) to the District's 2015/16 Budget
Approved as submitted
12. Request Approval of the Financial Statements for the Month Ending December 31, 2015
Approved as submitted
13. Request Adoption of the Investment Portfolio Financial Statements for the Quarter Ended December 31, 2015
Approved as submitted
14. Request Approval of the Health Agreement Between Bay Pines VA Healthcare and the School Board of Pinellas County
Approved as submitted
(Copy to be found in Supplemental Minute Book #163.)
15. Request Approval of the Second Fiscal Quarter 2015/2016 Report of the Facility Leases, Joint-Use Activities, and Other Community Uses Processed by the Real Estate Department
Approved as submitted
16. Request Approval of the Total Project Cost for the Dixie Hollins High School Heating, Ventilation and Air Conditioning (HVAC) Controls Replacement for the Entire School and the

Replacement of HVAC Chillers, Project No. 9079 and 9064, in the Amount of \$1,455,000, and the Agreement With Engineering Matrix, Inc. for Engineering and Contract Administration Services

Approved as submitted

(Copy to be found in Supplemental Minute Book #163.)

17. Request Approval of Change Order No. 1 With A. D. Morgan Corporation for the Stadium Field House Renovations. This change order will decrease the Guaranteed Maximum Price (GMP) by \$136,800.23, with no time extension, at Clearwater High School, Project No. 9203

Approved as submitted

(Copy to be found in Supplemental Minute Book #163.)

18. Request Approval of Change Order No. 1 With Air Mechanical and Service Corporation for the Heating, Ventilation and Air Conditioning and Lighting Renovation. This change order will decrease the current contract amount by \$55,402.44, with no time extension, at Oakhurst Elementary, Project No. 9083

Approved as submitted

(Copy to be found in Supplemental Minute Book #163.)

19. Request Approval of Change Order No. 2 With Air Mechanical and Service Corporation for the Heating, Ventilation and Air Conditioning and Lighting Renovation. This change order will decrease the current contract amount by \$93,400.04, with no time extension, at Sawgrass Lake Elementary, Project No. 9183

Approved as submitted

(Copy to be found in Supplemental Minute Book #163.)

20. Request Approval of Vehicle Use Agreements to Non-Profit Organizations for a Period of one Year

Approved as submitted

21. Request Approval of Selling the District's Surplus Equipment on the PublicSurplus.com Internet Auction Site

Approved as submitted

22. Request Approval to Recycle, Cannibalize, and/or Scrap Obsolete Fixed Assets

Approved as submitted

23. 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 #163.)

Attachment: board meeting minutes 031516 (5676 : Request Approval of Minutes)

XII. Consent Agenda-Items Pulled

Consent Agenda Item #9: Request Approval for Name Change of Hamilton Disston School to Disston Academy

This item was pulled by Ms. Flowers. She asked Dr. Barbara Hires, area superintendent, to share with the public the reasons for the name change.

Dr. Hires shared that Hamilton Disston previously served students with severe emotional disabilities. The school is now an alternative high school offering rigorous and relevant curriculum and the name change more accurately reflects the culture of the school community.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Carol J. Cook, Board Member
SECONDER:	Janet R. Clark, Board Member
AYES:	Flowers, Peluso, Cook, Clark, Krassner, Lerner, O' Shea

XIII. Nonconsent

1. Public Hearing to Receive Public Comment on the Recommended Instructional Materials
Ms. Pam Moore, associate superintendent, teaching and learning services, stated that this public hearing is part of the process required by state statute for instructional materials adoption.

The following individual addressed the board to share their comments:

Mark Klutho

Mr. Klutho referenced the district strategic direction-Effective and Efficient Use of Resources; but did not share any specific objection to the materials posted on the district website.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Terry Krassner, Vice Chairman
SECONDER:	Janet R. Clark, Board Member
AYES:	Flowers, Peluso, Cook, Clark, Krassner, Lerner, O' Shea

2. Request Approval of the Healthcare Bluebook Transparency Tool Through December 31, 2018

Mr. Ted Pafundi, director, risk management and insurance, spoke of the benefits of this tool to help our insured in making more informed decisions, keeping quality while reducing cost. This was part of the March 8, 2016 school board workshop agenda.

(Copy to be found in Supplemental Minute Book #163.)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Carol J. Cook, Board Member
SECONDER:	Rene Flowers, Board Member
AYES:	Flowers, Peluso, Cook, Clark, Krassner, Lerner, O' Shea

3. Setting a Public Hearing and Authorizing the Advertisement of the Public Hearing to Consider the Amendment to Policy 5120 – ASSIGNMENT WITHIN DISTRICT (This is the first reading.)

Dr. Grego asked if any board members had questions about this policy; they did not.

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

XIV. New Business

A. *Items Introduced by Superintendent*

Dr. Grego's report included the following:

- 1) He stated that on March 10 he attended a FAST (Faith and Action for Strength Together) meeting of 200 members. He provided a Community Update with the district's graduation rate, school grades, and innovative solutions for improving student performance.
- 2) He spoke about upcoming Parent Nights designed to share resources for SAT preparation including the free Khan Academy in partnership with the College Board. The meetings start at 6:30 p.m.; tonight it is at St. Petersburg High, March 29 at Pinellas Park High, and March 30 at Countryside High. He stated that if students have the desire to advance themselves there is opportunity for them to do so. He thanked Mrs. Judith Vigue for spear heading these programs.
- 3) He said that Pinellas County Schools and the City of Tarpon Springs will hold an official groundbreaking ceremony at 2:00 p.m. on March 31 at Tarpon Springs High School for the community pool project. Tarpon Springs Mayor Archie will be in attendance. The Jacobson Culinary Arts Academy will host the reception.
- 4) He shared that Gibbs High held a "Destructive Decisions Week." An Indy Car Driver was in Pinellas County for the Grand Prix of St. Petersburg. He spoke at the school to share the perils of distracted driving of any kind. A mangled car from a DUI incident was placed in the schools' courtyard. On Friday of that week, students were asked to sign a pledge to not drive while distracted.
- 5) He said that Tarpon Springs High "Syndicated Sound" Show Choir competed in New York City, March 2-6 in the FAME NYC National Show Choir Competition at Lincoln Center. They earned several awards including; Best Combination Band (for their accompanying band), Best Crew (for their stage hands and techs), First Runner Up for Show Performance, and Best Overall FAME Award (the most coveted award of the event). He said the 36 student show choir, under the direction of choral director, Charles Cheeseman, was the only Florida Show Choir to compete. The choir is invited to the national championship in Chicago at the end of April.
- 6) He spoke about Clearwater High's Project Based Learning Civil Rights Tour. Thirty-six CHS students researched and designed this experience that encompasses occurrences of the Civil Rights movement. They will visit Atlanta, Georgia and Montgomery and Selma, Alabama. They will conclude their tour in Washington D.C. They will meet with key stakeholders, and active participants or spectators of historic events. There are no professional tour guides. Upon their return, the CHS Freedom Ambassadors will lead an experience for the entire student body. You can follow them at pcsb.org/chscivilrightstour.

7) He wished everyone a restful and enjoyable spring break.

8) He thanked the board for keeping an open mind to improvements. He shared data reports with them which are posted on our website.

B. Items Introduced by School Board Attorney

Mr. Koperski stated that he had no report.

C. Items Introduced by the Board

Terry Krassner-1) She thanked John Skinner for being a passionate speaker surrounding the current issues. 2) She attended the All County 5th Grade Honors Concert and it was fabulous. 3) She stated that all board members advocate for teachers and students or they would not be serving on the board.

Linda Lerner-1) She thanked Mrs. Krassner for her remarks. 2) She attended the Middle and High School Choruses and Orchestra performance. It was outstanding and the finale amazing. She commended our art and music departments; they are exemplary. 3) She spoke about the development of the School Leadership/Transformation Team and the work begun by TNTP (The New Teacher Project). She feels positive about this plan. Our own team will now continue the work begun with the 5 Scale Up for Success schools plus another two elementary schools. She asked Dr. Corbett for the information gathered at recent focus groups held in conjunction with this project. 4) She continues to visit schools and finds the work being done uplifting. Staff is trying very hard to meet the needs of every student; as board members we are trying to support that.

Rene Flowers-1) She congratulated Lakewood High for their FBLA win. 2) A Positive Walking Event will be at Campbell Park Elementary, March 16 at 7:30 a.m. Each student will receive a book. 3) She will speak on Friday evening at the Kappa Delta Pi induction ceremony; she delivers cultural competence training for them. 4) She thanked Representative O'Toole for being our champion on the Education Committee and through her support \$400,000 was appropriated for the Lastinger Institute. 5) She thanked Representative Rouson for his work. 6) She attended several staff appreciation cook outs at the Scale Up for Success Schools sponsored by area superintendents. She enjoyed them and thanked staff for all they do. 7) She thanked the board, Dr. Grego, and Mrs. Cook for their letters of support in her nomination to serve as the FSBA Treasurer; although she was not appointed she appreciated their recommendation. 8) She thanked the Tampa Bay Times for their accurate reporting of the Lastinger Institute "Winning Reading Boost" program. She has data on the success of the program overall, but she asked Dr. Corbett for individual student data in order to review learning gains.

D. Review of Board Requests

Dr. Corbett stated the following board requests:

-to provide Ashley Green (Dream Defenders) an invitation for Dr. Mara Schiffs presentation on restorative justice

-to provide individual student scores from the Lastinger Institute's Reading Winning Boost program

E. School Board Meeting Evaluation

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

Pluses:

- good information meeting
- presentations went well
- mics worked
- good give and take

*Opportunities:***XV. Adjournment**

There being no further business to be brought before the School Board; this meeting adjourned at 12:11 PM.

Chairperson

Superintendent and Ex-Officio Secretary

XVI. Public Speakers

The following individuals addressed the Board to share their comments:

1. Lenore Faulkner

Ms. Faulkner thanked the board for their service and shared her objection to Common Core.

2. Carl Hansen (FAST)

Mr. Hansen shared his appreciation for the board's openness and spoke of his concern for students who read below grade level. He provided a letter for Dr. Grego and the Board.

3. Mark Klutho

Mr. Klutho shared his viewpoint on environmental issues.

4. John Skinner

Mr. Skinner stated that he is a former educator from Harrisburg, PA, a very impoverished area. He and other professional educators at his school handled discipline issues among themselves.

This session ended at 12:25 PM

ADOPTED

REQUEST FOR APPROVAL (ID # 5687)

Request Approval of Personnel Recommendations

ATTACHMENTS:

- Apr 12 2016 FINAL HR Board Agenda Sets A-B (PDF)

Set A

MEMORANDUM

April 12, 2016

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Recommendation of Superintendent on Personnel – 2015/2016

The following personnel matters are submitted to you for your approval: Page

Job Descriptions: <http://www.pcsb.org/Page/1660>

Administrative

Terminations

Retirements	3	A
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Instructional

Appointments of Probationary Contract	27	1-2
Appointments of Annual Contract	26	2-4
Transfers	6	4
Leaves of Absence	14	5
Return From Leave of Absence	12	5-6
Terminations		
Resignations	19	6-8
Retirements	9	8
Contracted Services	44	9-14
Substitute Appointments	31	14
Teaching Out-of-Field for Other Subject Areas	1	15
Teaching Out-of-Field (Long-Term Substitutes)	15	15-16

AGE = Adult General Education
 ELA = English Language Acquisition
 AVID = Advancement Via Individual Determination
 CASAS = Comprehensive Adult Student Assessment Systems
 CTAE = Career, Technical, and Adult Education
 CPI = Crisis Prevention Institute
 DA = Differentiated Accountability
 EIS = Educational Information System

ELP = Extended Learning Program
 ESE = Exceptional Student Education
 ESOL = English for Speakers of Other Languages
 FCAT = Florida Comprehensive Assessment Test
 FDLRS = Florida Diagnostic and Learning Resources System
 FSA = Florida Standards Assessment
 HOSA = Health Occupations Students of America
 IMAST = Interdisciplinary Math and Science with Technology
 JROTC = Junior Reserve Officer Training Corps

MSAP = Middle School Achievement Program
 MTSS = Multi-Tiered System of Support
 NCLB = No Child Left Behind
 PATHS = Promoting Alternative Thinking Strategies
 PCS = Pinellas County Schools
 PCCA = Pinellas County Center for the Arts
 PD = Professional Development
 PS/RTI = Problem Solving/Response to Instruction and Intervention
 RTTT = Race-To-The-Top
 SAT = Scholastic Assessment Test
 SIG = School Improvement Grant
 SIM = Self Instructional Module
 SIP = School Improvement Plan
 SLC = Smaller Learning Communities
 STIP = Summer Technology Institute Project
 STEM = Science, Technology, Engineering, and Mathematics
 VPK = Voluntary Pre K

Attachment: Apr 12 2016 FINAL HR Board Agenda Sets A-B (5687 : Request Approval of Personnel Recommendations)

RECOMMENDATION OF SUPERINTENDENT
ON ADMINISTRATIVE PERSONNEL

2015/2016

April 12, 2016

TERMINATIONS

NAME	POSITION/COST CENTER	EFFECTIVE
<u>Retirements</u>		
Downes, Sandra J	Executive Director Elementary School Education	04/29/16
Hudson, Althea E	Administrator Department Juvenile Justice Educational Alternative Services	03/31/16
Pearson, Peggy S	Principal Mount Vernon Elementary	04/30/16

Attachment: Apr 12 2016 FINAL HR Board Agenda Sets A-B (5687 : Request Approval of Personnel Recommendations)

RECOMMENDATION OF SUPERINTENDENT ON
INSTRUCTIONAL PERSONNEL

April 12, 2016

2015/2016

APPOINTMENTS OF PROBATIONARY CONTRACT

NAME	COST CENTER	GRADE/SUBJECT	EFFECTIVE
Brand, Sandra L	Communication Disorders	Speech and Language Pathologist	03/02/16
Caldwell, Maegan A	Maximo Elementary	Kindergarten	02/29/16
Cantrell, Jerry J	Tyrone Middle	Mathematics	03/09/16
Carron, Nicole J	Walsingham Elementary	Varying Exceptionalities	03/03/16
Cummins, Angela D	Blanton Elementary	Elementary	03/07/16
Drum, Jacqueline H	Pinellas Technical College Clearwater	Vocational (11.5 months)	03/07/16
Finocchi, Kathleen R	Bay Point Elementary	Elementary	03/07/16
Garcia, Adrianna H	Communication Disorders	Visually Impaired	03/14/16
Grampietro, Marina D	Meadowlawn Middle	Reading	01/13/16
Irmis, Catherine L	Boca Ciega High	Art	03/07/16
Jackson, Tikishia T	Lakewood Community	Adult Education	02/29/16
Jones, Lisa D	Hamilton Disston	Alternative Education	02/29/16
Machler III, Theodore J	Hamilton Disston	Varying Exceptionalities	03/01/16
Martinez, Erica J	Fitzgerald Middle	Reading	03/07/16
Martinez, Maria G	Largo Middle	Foreign Language	02/25/16
Olesky, Mariah	Clearwater High	Behavior Specialist	03/07/16
Patel, Avisha A	Safety Harbor Middle	Gifted/Mathematics	02/29/16

Attachment: Apr 12 2016 FINAL HR Board Agenda Sets A-B (5687 : Request Approval of Personnel Recommendations)

Recommendation of Superintendent on Instructional Personnel
 April 12, 2016
 2015/2016 School Year

2

APPOINTMENTS OF PROBATIONARY CONTRACT
 (Continued)

NAME	COST CENTER	GRADE/SUBJECT	EFFECTIVE
Reazor, Daniela L	Lealman Avenue Elementary	Kindergarten	02/18/16
Rose, Joshua L	Safety Harbor Middle	Social Studies	03/07/16
Simmons, Keosha L	Hamilton Disston	Job Coach ESE Vocational Education (11.5 months)	02/29/16
Stephens, Kimberly R	Plumb Elementary	Elementary	03/01/16
Toriza Sanchez, Geisy	Safety Harbor Middle	Foreign Language	02/26/16
Walters Jr, Richard E	Azalea Middle	Mathematics	02/23/16
Wienke, Scott R	Pinellas Technical College Clearwater	Vocational (11.5 months)	03/07/16
Williams, Brandon A	Meadowlawn Middle	Physical Education	02/16/16
Williams, Trace	Bay Point Middle	Mathematics	03/01/16
Woodard, Robert	St Petersburg High	Language Arts	02/25/16

APPOINTMENTS OF ANNUAL CONTRACT

NAME	COST CENTER	GRADE/SUBJECT	EFFECTIVE
Abernathy, Steven J	Belcher Elementary	Elementary	06/01/16
Bell, Marilyn F	John Hopkins Middle	Reading	06/01/16
Bitzer, Barbara A	Lynch Elementary	Guidance	06/01/16
Blackburn, Donna K	Seminole Elementary	Elementary	06/01/16
Burns, Lavana G	Bauder Elementary	Elementary	06/01/16
Cox, Linda R	Cross Bayou Elementary	Audiologist	06/01/16

Attachment: Apr 12 2016 FINAL HR Board Agenda Sets A-B (5687 : Request Approval of Personnel Recommendations)

Recommendation of Superintendent on Instructional Personnel
 April 12, 2016
 2015/2016 School Year

3

APPOINTMENTS OF ANNUAL CONTRACT
 (Continued)

NAME	COST CENTER	GRADE/SUBJECT	EFFECTIVE
Dannewitz, Brenda M	Osceola Middle	Music	06/01/16
Dickman, Paul H	Lakewood High	Science	06/01/16
Dudley, Scott A	Bay Point Elementary	Physical Education	06/01/16
Erland, Aimee L	Eisenhower Elementary	Elementary	03/11/16
Fitts, Bernice	Clearwater Intermediate	Mathematics	06/01/16
Frewin, Candace	Seminole High	Mathematics	06/01/16
Friley, Ronald J	Boca Ciega High	Technology Education	06/01/16
Fritz, Michelle I	Pre-K Handicapped	Educational Diagnostician (11.5 months)	06/01/16
Gamble, Jennifer T	Tomlinson Adult Learning Center	Adult Education	03/31/16
Gill, James B	Career Academies of Seminole	Guidance (11.5 months)	06/01/16
Gispert, Pamela A	Seminole Elementary	Elementary	06/01/16
Goheen, Melanie S	Educational Alternative Services	Alternative Education	06/01/16
Gray, Patricia J	Doug Jamerson Elementary	Guidance	06/01/16
Halpern, Scott T	Seminole Elementary	Physical Education	06/01/16
McGonegal, Randy C	Palm Harbor University High	Science	06/30/16
Okeefe, Mary J	Pinellas Technical College St Petersburg	Voctional (11.5 months)	04/08/16

Attachment: Apr 12 2016 FINAL HR Board Agenda Sets A-B (5687 : Request Approval of Personnel Recommendations)

Recommendation of Superintendent on Instructional Personnel
 April 12, 2016
 2015/2016 School Year

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APPOINTMENTS OF ANNUAL CONTRACT
 (Continued)

NAME	COST CENTER	GRADE/SUBJECT	EFFECTIVE
Preudhomme, Lennox	Pinellas Technical College St Petersburg	Vocational (11.5 months)	02/05/16
Reed, Stephanie A	Pinellas Park Middle	Varying Exceptionalities	04/22/16
Sherman-White, Ann D	Pinellas Technical College St Petersburg	Vocational (11.5 months)	04/06/16
Vogel, Jyllene E	Safety Harbor Elementary	Elementary	02/05/16

TRANSFERS

NAME	FROM COST CENTER	TO COST CENTER	EFFECTIVE
Berk, Vicki H	Walsingham Elementary	Kings Highway Elementary Magnet School	02/23/16
Fasenmyer, Dale L	Pinellas Technical College Clearwater (11.5 months)	Northeast High (10 months)	01/04/16
McInerney, Sharrell A	Largo High	Gibbs High	02/29/16
Neugebauer, Francine C	Elementary Mathematics	Maximo Elementary	02/01/16
Samuels, Nicholas X	Azalea Middle	Lealman Innovation Academy	02/11/16
Staley, Tracy A	Elementary Science	Melrose Elementary	02/15/16

Attachment: Apr 12 2016 FINAL HR Board Agenda Sets A-B (5687 : Request Approval of Personnel Recommendations)

Recommendation of Superintendent on Instructional Personnel
 April 12, 2016
 2015/2016 School Year

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LEAVES OF ABSENCE

NAME	COST CENTER	EFFECTIVE
Chenoweth, Jennifer K	Plumb Elementary	02/26/16
Corder, Lauren M	Madeira Beach Fundamental K-8	03/09/16
Dotter, Daniel E	Northeast High	02/01/16
Foster, Norma E	Seminole High	01/14/16
Jackson, Christi L	Azalea Elementary	03/01/16
McCall-Davis, Untilla A	Bayside High	01/19/16
McComis, Karin	Bay Point Middle	03/07/16
Peters, Nancy D	Bayside High	01/20/16
Rodriguez, Valerie L	School Social Work/Full Service Schools	02/25/16
Rogers, Jessica	Madeira Beach Fundamental K-8	03/04/16
Roney, Bridget S	Bayside High	02/05/16
Smith, Scott J	Carwise Middle	11/05/15
Williams, Rosemary V	James B Sanderlin PK-8	02/29/16
Young, Sara K	Largo Middle	02/26/16
Zengel, Gianna M	St Petersburg High	03/07/16

RETURN FROM LEAVE OF ABSENCE

NAME	COST CENTER	GRADE/SUBJECT	EFFECTIVE
Bates, Jennifer E	Marjorie Kinnan Rawlings Elementary	Kindergarten	02/15/16

Attachment: Apr 12 2016 FINAL HR Board Agenda Sets A-B (5687 : Request Approval of Personnel Recommendations)

Recommendation of Superintendent on Instructional Personnel
 April 12, 2016
 2015/2016 School Year

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RETURN FROM LEAVE OF ABSENCE
 (Continued)

NAME	COST CENTER	GRADE/SUBJECT	EFFECTIVE
Caltabellotta, Nicole R	Seventy-Fourth Street Elementary	Elementary	02/16/16
Denbigh, Brenda A	Bay Vista Fundamental Elementary	Elementary	03/07/16
Desir, Monique L	Osceola Middle	Reading	03/07/16
Elander, Donna M	Academic Computing	Coordinator Other	02/29/16
Foster, Norma E	Seminole High	Autism Spectrum Disorder	03/07/16
Jones, Janice L	Communication Disorders	Speech and Language Pathologist	03/02/16
LaCourse, Loretta M	St Petersburg High	Emotional/Behavioral Disorder	02/12/16
Mathis, Tamika J	Lakewood Elementary	Kindergarten	02/15/16
McCall-Davis, Untilla A	Bayside High	Varying Exceptionalities	03/01/16
McCoy, Rachel C	Bay Point Elementary	Elementary	02/22/16
Russell, Shawna M	Marjorie Kinnan Rawlings Elementary	Pre-K Speech Impaired	02/22/16

TERMINATIONS

NAME	COST CENTER	EFFECTIVE
<u>Resignations</u>		
Baxter, Shayne B	Azalea Middle	02/29/16

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Recommendation of Superintendent on Instructional Personnel
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TERMINATIONS
 (Continued)

NAME	COST CENTER	EFFECTIVE
<u>Resignations</u> (Continued)		
Beekman, Mary A	OT-PT/Medicaid	06/09/16
Burns, Laura	Azalea Middle	03/07/16
Compton, Clarence D	Dixie Hollins High	02/12/16
Dunn IV, Edward E	Pinellas Teleschool	03/11/16
Esaw, Joshua A	Gibbs High	03/02/16
Franco Leal, Carlos L	Boca Ciega High	03/18/16
Hriciga, Caitland A	Sandy Lane Elementary	02/25/16
Jones, Patricia F	Tyrone Middle	03/04/16
Koehler, Eliot	Dunedin Highland Middle	03/02/16
Leslie, Nicole M	School Social Work/Full Service Schools	03/11/16
Lincoln, Shannon W	Mildred Helms Elementary	03/04/16
Mitrovic, Aleksandra	Bay Point Middle	02/25/16
Reed, Stephanie A	Pinellas Park Middle	03/11/16
Saunders, Dana B	Dunedin High	03/11/16
Scott-Davis, Teresa E	Lakewood Elementary	03/04/16
Stanley, Vanessa	Belleair Elementary	06/08/16

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Recommendation of Superintendent on Instructional Personnel
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TERMINATIONS
 (Continued)

NAME	COST CENTER	EFFECTIVE
<u>Resignations</u>		
(Continued)		
Wolfgram, James E	Palm Harbor Middle	02/25/16
Zito Weaver, Shannon M	Tyrone Middle	03/02/16
<u>Retirements</u>		
Bagley, Mary C	Fuguitt Elementary	03/31/16
Fogh, Frederic D	FDLRS Gulfcoast Association Center	05/31/16
Hodge, Regina M	Tarpon Springs Elementary	05/31/16
Mamouzelos, Barbara C	FDLRS Gulfcoast Association Center	05/31/16
Payne, Suszan	John Hopkins Middle	06/09/16
Provopulos, Ruth J	Tomlinson Adult Learning Center	02/29/16
Sobiski, Dorothy V	Pre K Handicapped	05/27/16
Stewart, John F	Osceola Fundamental High	06/08/16
Swisher, Suzanne	Area 4 ESE	05/31/16

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Recommendation of Superintendent on Instructional Personnel
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PAYMENT TO CONTRACTED SERVICES EMPLOYEES

Funding Source: District Operating Funds

ADVANCED STUDIES/ACADEMIC EXCELLENCE

AVID college co-op tutor

Emmons, Jessica R	01/05/16 - 05/27/16	\$630.00
Perez Bencomo, Marcos A	01/05/16 - 05/27/16	\$1,232.00

ELEMENTARY LANGUAGE ARTS AND READING

Module training, professional development, and writing
 curriculum/modules

Panapolis, Meegan T	02/19/16 - 05/30/16	\$600.00
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ESOL

Providing state-mandated training that leads to ESOL
 endorsement

Morehouse, Charles J (3 contracts)	06/13/16 - 06/30/16	\$3,600.00
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MIDDLE SCHOOL EDUCATION

Preparing and presenting information to parents for the 7th
 grade SAT students

August, Jennifer L	02/22/16 - 03/05/16	\$60.00
Bell, Ladawn	02/22/16 - 03/05/16	\$60.00
Malick, Lisa K	02/22/16 - 03/05/16	\$60.00
Sikorski, Kalyn M	02/22/16 - 03/05/16	\$60.00
Stanford, Marwan J	02/22/16 - 03/05/16	\$60.00

PRE K-12 PERFORMING ARTS

Accompanying choir in rehearsals for concerts

Burnaman, Timothy P	02/19/16 - 02/20/16	\$260.00
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PRE K-12 SOCIAL STUDIES

Planning and facilitating professional development
 opportunities for high school social studies curriculum

Mato, Raquel A	02/01/16 - 06/30/16	\$60.00
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PRE K-12 VISUAL ARTS

Instructing ESE book study for Visual Arts

Lees, Emily T	02/24/16 - 03/09/16	\$400.00
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Recommendation of Superintendent on Instructional Personnel
 April 12, 2016
 2015/2016 School Year

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PAYMENT TO CONTRACTED SERVICES EMPLOYEES
 (Continued)

Funding Source: District Operating Funds (Continued)

PROFESSIONAL DEVELOPMENT

Providing DJ set up for Elevating and Celebrating Effective Teachers and Teaching

Bottger, Edward C	03/14/16 - 03/14/16	\$350.00
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Delivery of Mentor training/Effective Mentoring for Excelling and Retaining Educators

Amend contract hours from 12 to 24 and total salary from \$240.00 to \$480.00

MicCichi, Kimberly L	02/01/16 - 02/10/16	\$480.00
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Funding Source: Federal Funds

CAREER, TECHNICAL, AND ADULT EDUCATION

Administer industry certification exams in middle school testing centers

Amend contract hours from 100 to 200 and total salary from \$2,000.00 to \$4,000.00

Miles, Susan S	10/12/15 - 06/30/16	\$4,000.00
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CAREER, TECHNICAL, ADULT EDUCATION POSTSECONDARY

Developing and presenting training for adult ESOL pronunciation instruction to improve student performance in speaking and listening

Glenn, Michael J	04/01/16 - 04/29/16	\$400.00
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Developing and presenting training for adult ESOL 21st Century Reading Skills to improve student performance in reading

Nickless, Mark	03/01/16 - 03/31/16	\$400.00
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LAKEWOOD ELEMENTARY

Writing and developing; formative assessment, data review and analysis

Knudsen, Liza T	01/26/16 - 05/03/16	\$280.00
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Attachment: Apr 12 2016 FINAL HR Board Agenda Sets A-B (5687 : Request Approval of Personnel Recommendations)

Recommendation of Superintendent on Instructional Personnel
 April 12, 2016
 2015/2016 School Year

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PAYMENT TO CONTRACTED SERVICES EMPLOYEES
 (Continued)

Funding Source: Federal Funds (Continued)

LAKEWOOD ELEMENTARY (Continued)

Writing and developing formative assessment, data review,
 and analysis

Velazquez, Matthew M	01/26/16 - 05/03/16	\$280.00
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LYNCH ELEMENTARY

Connect for Success school liaison duties and
 responsibilities

Amend contract hours from 50 to 75 and
 total salary from \$1,000.00 to \$1,500.00

Flint, Karen L	08/13/15 - 06/08/16	\$1,500.00
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MELROSE ELEMENTARY

Facilitating after school professional development for
 Elementary Language Arts

Lucci, Lesli A	02/09/16 - 03/31/16	\$120.00
Scanlon, Elizabeth R	02/09/16 - 03/31/16	\$120.00

PRIVATE SCHOOL ESE

Before and after school Speech therapy at a private
 school location

Edwards, Molly I	03/09/16 - 05/27/16	\$2,145.00
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After school Speech therapy at a private school location

Lund, Hilary L	03/01/16 - 05/27/16	\$1,430.00
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TITLE I CENTER

Participating in ongoing and sustained professional
 development that is aligned to the goals for struggling
 students

Kozel, Nancy	12/07/15 - 06/30/16	\$240.00
Wunderlich, Agatha M	12/07/15 - 06/30/16	\$240.00

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Recommendation of Superintendent on Instructional Personnel
 April 12, 2016
 2015/2016 School Year

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PAYMENT TO CONTRACTED SERVICES EMPLOYEES
 (Continued)

Funding Source: School Operating Funds

BOCA CIEGA HIGH

Concert band clinician

Leighton, Todd E	03/04/16 - 03/14/16	\$800.00
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CARWISE MIDDLE

Accompanying concert, MPA, and performance

McCormick, Latoya A	02/01/16 - 06/15/16	\$1,000.00
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COUNTRYSIDE HIGH

Conditioning, training, planning practices, strategies, and
 coaching softball

Lieb, Andrew S	03/14/16 - 04/15/16	\$1,000.09
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DUNEDIN HIGH

Providing musical instruction for orchestra

Silverman, Jeremy D	03/07/16 - 04/30/16	\$1,999.80
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LEALMAN AVE ELEMENTARY

Designing school yearbook

Lay-McCormick, Nancy A	03/01/16 - 05/23/16	\$280.00
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OSCEOLA FUNDAMENTAL HIGH

Assisting technical consultant for front ensemble (Winter
 Drumline) and supervising students at rehearsals and
 performances

Barbur, Katlyn E	02/11/16 - 03/24/16	\$800.00
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Assisting technical consultant for Battery (Winter Drumline)
 and supervising students at rehearsals and performances

Brown, William R	02/19/16 - 03/24/16	\$800.00
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PALM HARBOR UNIVERSITY HIGH

Assisting with baseball coaching during regular season
 and for summer training and conditioning

Antonelli, Gino A	03/01/16 - 06/30/16	\$1,340.00
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Tipton, Michael D	03/01/16 - 06/30/16	\$1,340.00
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Recommendation of Superintendent on Instructional Personnel
 April 12, 2016
 2015/2016 School Year

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PAYMENT TO CONTRACTED SERVICES EMPLOYEES
 (Continued)

Funding Source: School Operating Funds (Continued)

PALM HARBOR UNIVERSITY HIGH (Continued)

Working with the orchestra for the March musical

Tagliarini, David F	03/02/16 - 03/29/16	\$400.00
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Costuming for March musical

Webster, Carla E	03/02/16 - 03/29/16	\$700.00
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PINELLAS PARK HIGH

Conditioning training for off-season wrestling

Nevitt, Garret C	03/01/16 - 05/31/16	\$1,012.50
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SEMINOLE HIGH

Assisting with directing production and technical needs

Buhrman, Stephen J	02/29/16 - 04/29/16	\$800.00
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Piano accompanist

Amend contract end date from 12/20/15 to 05/31/16;
 decrease hours from 46.25 to 46, and total salary
 from \$925.00 to \$920.00

Fannon, Nancy A	10/01/15 – 05/31/16	\$920.00
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Applied String Bass lessons

Kalosky, Daniel T	02/18/16 - 03/03/16	\$60.00
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Creating choreography and dance for projects,
 productions, and competitions

Pouchak, Samantha	10/26/15 - 05/06/16	\$1,200.00
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SEMINOLE MIDDLE

Tutoring percussion - jazz band; percussion mentor

Ramos, Alvin	09/02/15 - 12/18/15	\$2,000.00
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Recommendation of Superintendent on Instructional Personnel
 April 12, 2016
 2015/2016 School Year

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PAYMENT TO CONTRACTED SERVICES EMPLOYEES
 (Continued)

Funding Source: School Operating Funds (Continued)

ST PETERSBURG HIGH

Sponsoring History Day team for competitions in Florida
 and Tallahassee

Rader, Brandon P	02/01/16 - 05/31/16	\$440.00
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TARPON SPRINGS HIGH

Providing master classes for the Trombone and
 Wind ensemble

Smith, Ronald C (2 Contracts)	01/04/16 – 04/08/16	\$400.00
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SUBSTITUTE APPOINTMENTS

NAME	NAME
Abdelmissih, Mervette YY	Abell, Sarah J
Accola, Tara R	Andrews, Gladys S
Barber, Jeffrey C	Barrett, Kari L
Bedi, Gunjandeep K	Belejchak, Brittany E
Bradley III, Frederick B	Brouillette, Ruthann E
Caminiti, Kimberly M	Corvington, Rachel M
Crowley, Caitlin S	Erdstein, Jordan M
Frame, Angela S	Genes, Leonard J
Gozo, Emmanuel K	Habashy, Boules R
Hasten, Brian K	Huther, Amber S
Jacobson, Coryn D	Kaempfer, Kirt
Manganiello, Lily P	Munkittrick, Kate B
Perry Jones, Latreece C	Ruthberg, Rebecca J
Truluck, Shelby E	Tsakos, John A
Varney, Kathy L	Wahba, Diana H
Wirch, Gail M	

Recommendation of Superintendent on Instructional Personnel
 April 12, 2016
 2015/2016 School Year

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TEACHER OUT-OF-FIELD

The following teacher is teaching one or more courses not covered by Florida teaching certificates. School Board approval is necessary in order that teachers may be considered as “qualified instructional personnel” under State Board Rule 6A-1.0503, which reads in part as follows: “A qualified instructional staff member who holds a valid Florida educator’s certificate with coverage other than that deemed appropriate by subsection (1), and has been approved by the School Board to teach out-of-field.”

COST CENTER	NAME	SUBJECT
Fitzgerald Middle	Martinez, Erica J	Reading

LONG-TERM SUBSTITUTES OUT-OF-FIELD

The following long-term substitute teachers are teaching one or more courses not covered by Florida teaching certificates. Board approval is necessary in order that teachers may be considered as “qualified instructional personnel” under State Board Rule 6A-1.0503, which reads in part as follows: “A qualified instructional staff member who holds a valid Florida educator’s certificate with coverage other than that deemed appropriate by subsection (1), and has been approved by the Board to teach out-of-field.”

COST CENTER	NAME	SUBJECT
Azalea Middle	Durham, Audrey	Social Studies
Bardmoor Elementary	Morahan, Melissa	Elementary Education
Bardmoor Elementary	Ramos, Christopher	Physical Education
Largo Middle	Sullivan, LaShayne	Reading
Maximo Elementary	Green Javaris	Guidance
Mildred Helms Elementary	Thomas, Breanna	Elementary Education
Mount Vernon Elementary	Ruso, Marcella	Elementary Education
North Shore Elementary	Crane, Joan	Art
Palm Harbor Middle	Mushaben, Susanne	Mathematics
Pinellas Gulf Coast Academy	Ruthberg, Rebecca	Science
Pinellas Gulf Coast Academy	Zambrano, Kathleen	Reading

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Recommendation of Superintendent on Instructional Personnel
 April 12, 2016
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LONG-TERM SUBSTITUTES OUT-OF-FIELD
 (Continued)

COST CENTER	NAME	SUBJECT
Pinellas Park High	McQueen, Rosalind	Language Arts
Pinellas Park Middle	Morrow, Virginia	Spanish
Ridgecrest Elementary	Langston, Kathrine	Gifted
Seminole Middle	Doyel, Sean	Social Science

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

Attachment: Apr 12 2016 FINAL HR Board Agenda Sets A-B (5687 : Request Approval of Personnel Recommendations)

Set B

MEMORANDUM

April 12, 2016

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Recommendation of Superintendent on Personnel – 2015/2016

The following personnel matters are submitted to you for your approval:

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Job Descriptions: <http://www.pcsb.org/Page/1660>Supporting Services

Appointments	45	1-4
Part-Time Appointments	24	4-5
Substitute Appointments	3	5
Status Changes	15	6-7
Job Changes	16	7-8
Cost Center Changes	4	9
Leaves of Absence	5	9
Return from Leave of Absence	4	9-10
Terminations		
Resignations	32	10-12
Retirements	19	12-13

ESE = Exceptional Student Education

ESOL = English for Speakers of Other Languages

FS = Food Services

FT = Full Time

IDEA B = Individuals with Disabilities Education Act

PT = Part Time

Attachment: Apr 12 2016 FINAL HR Board Agenda Sets A-B (5687 : Request Approval of Personnel Recommendations)

RECOMMENDATION OF SUPERINTENDENT
ON SUPPORT PERSONNEL

April 12, 2016

2015/2016

APPOINTMENTS

NAME	COST CENTER	POSITION	EFFECTIVE
Bacchione, Brian	Transportation	Bus Driver	02/22/16
Borden Jr, Ronald E	Carwise Middle	Plant Operator	02/22/16
Bryant, Jazmine E	Title I Center	Paraprofessional	02/24/16
Bunting, Jamie M	Curlew Creek Elementary	ESE Associate	03/07/16
Cannon, Timya L	Woodlawn Elementary	ESE Associate	03/07/16
Carmona, Jessica R	Forest Lakes Elementary	ESE Associate	02/29/16
Carroll, Michael H	Ridgecrest Elementary	Plant Operator	03/14/16
Cimino, Davanna	San Jose Elementary	ESE Associate	02/29/16
Clifford, Patrick J	Southern Oak Elementary	ESE Associate	02/29/16
Cook, Donathan	Woodlawn Elementary	ESE Associate	02/29/16
Connell Jr, William A	Pinellas County Schools Police Department	Police Officer	03/07/16
Courtney, Jaimee N	Belcher Elementary	ESE Associate	03/07/16
Craft, Chelsea M	Nina Harris Exceptional Student Education Center	ESE Associate	02/29/16
Davis, Maria	Forest Lakes Elementary	ESE Associate	03/09/16
Doner, David R	Technology Information Systems	Technology Technician	02/29/16

Attachment: Apr 12 2016 FINAL HR Board Agenda Sets A-B (5687 : Request Approval of Personnel Recommendations)

Recommendation of Superintendent on Support Personnel
 April 12, 2016
 2015/2016 School Year

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APPOINTMENTS
 (Continued)

NAME	COST CENTER	POSITION	EFFECTIVE
Dudley, Michael E	Maintenance	Heating/Air Conditioning Mechanic Journeyman	02/22/16
Emdadi, Emily F	School Health Services	Registered Nurse	03/07/16
Fye, Heidi L	Oldsmar Elementary	ESE Associate	02/29/16
Gaines, Bobbi L	Hamilton Disston	Paraprofessional	02/29/16
Gandarillas, Julio M	Pinellas Park High	Plant Operator	03/07/16
Grubin, Michael S	Dunedin High	ESE Associate	03/07/16
Hatsukano-Peiffer, Carol A	East Lake High	ESE Associate	03/02/16
Jackson, Morgan S	Southern Oak Elementary	Physical Education Assistant	03/10/16
Kalosky, Daniel T	Ponce de Leon Elementary	ESE Associate Temp	03/14/16
Kelly, Sean E	Vehicle Maintenance	Automotive Diesel Mechanic Journeyman Intern	02/22/16
Lee, Jacob L	Tarpon Springs Middle	Plant Operator	02/22/16
Merritt, Melanie J	Fuguitt Elementary	ESE Associate	02/24/16
Miller, Kimberly S	Transportation	Bus Driver	03/03/16
Morris, James M	Transportation	Bus Driver	03/04/16
Nordby, Loretta J	School Health Services	Registered Nurse	03/07/16

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Recommendation of Superintendent on Support Personnel
 April 12, 2016
 2015/2016 School Year

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APPOINTMENTS
 (Continued)

NAME	COST CENTER	POSITION	EFFECTIVE
Ocampo Zaldivar, Clara O	Dunedin Highland Middle	Bilingual Assistant I	02/24/16
Ojito Camacho, Efrain	Curtis Fundamental Elementary	Plant Operator	02/29/16
Peppers, Alexander W	Highland Lakes Elementary	Physical Education Assistant	02/23/16
Ramirez, Tomasa	Dunedin Highland Middle	Plant Operator	02/29/16
Ross, Lashawn R	Tyrone Middle	Paraprofessional	03/09/16
Rossi, Amy A	Forest Lakes Elementary	Family and Community Liaison and School Office Clerk I	02/22/16
Sanmi, Meryem	Largo High	ESE Associate	03/09/16
Scanlan, Evan M	Tarpon Springs High	Plant Operator	02/22/16
Shumate, Jeanette E	Educational Alternative Services	Assistant Manager Alpha Program	03/07/16
Solakov, Svetoslav Angelov	Dunedin High	Plant Operator	03/09/16
Sunderland, Robert L	Technology Information Systems	Technology Technician	02/29/16
Sweigart, Debra K	Gus A Stavros Institute	Teacher Assistant	02/24/16

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Recommendation of Superintendent on Support Personnel
 April 12, 2016
 2015/2016 School Year

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APPOINTMENTS
 (Continued)

NAME	COST CENTER	POSITION	EFFECTIVE
Walker, David T	Largo Middle	School Office Clerk I	02/29/16

PART-TIME APPOINTMENTS

NAME	COST CENTER	POSITION	EFFECTIVE
Alaia, Joanna M	Countryside High	Food Service Assistant	03/09/16
Bates, Stacy C	Seminole High	Food Service Assistant	03/07/16
Bauford, Kizzie M	Woodlawn Elementary	Food Service Assistant	03/07/16
Brumback, Elizabeth J	Azalea Middle	Food Service Assistant	02/29/16
Clyde, Deonta M	Maximo Elementary	Food Service Assistant	03/10/16
Diaz, Saulay	John Hopkins Middle	Food Service Assistant	02/23/16
Gamez, Jose E	Clearwater Intermediate	Food Service Assistant	02/23/16
Giering, Lily D	Bear Creek Elementary	Food Service Assistant	03/07/16
Houmard, Charles D	Palm Harbor University High	Food Service Assistant	03/07/16
Huth, Christine M	East Lake High	Food Service Assistant	03/08/16
Joseph, Antoine	Boca Ciega High	Food Service Assistant	03/01/16
Kauffman, Luz G	Walsingham Elementary	Food Service Assistant	02/23/16
Koontz, Judy L	Carwise Middle	Food Service Assistant	02/22/16
Lopez, Magda E	Skyview Elementary	ESE Associate	02/29/16

Attachment: Apr 12 2016 FINAL HR Board Agenda Sets A-B (5687 : Request Approval of Personnel Recommendations)

Recommendation of Superintendent on Support Personnel
 April 12, 2016
 2015/2016 School Year

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PART-TIME APPOINTMENTS
 (Continued)

NAME	COST CENTER	POSITION	EFFECTIVE
Martin, Janet S	Chi Chi Rodriguez	Family and Community Liaison	09/09/15
Ramirez, Melissa Y	Largo High	Food Service Assistant	02/23/16
Silvestro, Guy J	Lynch Elementary	Food Service Assistant	03/01/16
Supper, Debra L	Westgate Elementary	Food Service Assistant	02/29/16
Tellez, Shannon M	Pinellas Park High	Food Service Assistant	02/29/16
Thomas, Lareasia A	Clearwater High	Food Service Assistant	03/09/16
Waechter, Dawn D	Westgate Elementary	Paraprofessional	02/29/16
Wilkins Jr, Jesse P	Sexton Elementary	Food Service Assistant	02/23/16
Willhite, Kristina L	Garrison-Jones Elementary	Clerical Assistant	03/09/16
Ziegenfuss, Claude	Sawgrass Lake Elementary	Food Service Assistant	02/22/16

SUBSTITUTE APPOINTMENTS

NAME	NAME	NAME
<u>Bus Driver</u>		
Cooley, Amy T	Thomas, Anthony G	
<u>Clerical</u>		
McCord, Sharan K		

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Recommendation of Superintendent on Support Personnel
 April 12, 2016
 2015/2016 School Year

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STATUS CHANGES

NAME	FROM COST CENTER/POSITION	TO COST CENTER/POSITION	EFFECTIVE
Barea Carralero Mayelin	Seminole High Plant Operator FT	Pinellas Technical College St Petersburg Clerical Assistant PT Temp	02/29/16
Brooks, Jumesha A	St Petersburg High Plant Operator	Fairmount Park Elementary ESE Associate	03/14/16
Coker, Ashley M	James B Sanderlin PK-8 Child Development Associate FT	Early Childhood Education Child Development Associate PT Temp	01/28/16
Eastling, Franja M	Food Services Food Service Manager Intern	Shore Acres Elementary Food Service Manager II	03/07/16
Evans, David E	Sawgrass Lake Elementary Plant Operator	Bardmoor Elementary Plant Operations Specialist	04/04/16
Gildner, Sage K	Starkey Elementary Food Service Assistant	Oakhurst Elementary ESE Associate	02/25/16
Graves, Adam S	Lakewood Elementary Physical Education Assistant	Seminole High Plant Operator	02/29/16
Hajdich, Craig E	Pinellas Secondary School Food Service Kitchen Coordinator	Frontier Elementary Food Service Manager III	03/07/16
Heet, Rodney J	Shore Acres Elementary Food Service Manager II	Seminole Middle Food Service Manager III	02/29/16

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STATUS CHANGES
 (Continued)

NAME	FROM COST CENTER/POSITION	TO COST CENTER/POSITION	EFFECTIVE
Kane, Sheila L	Maximo Elementary Family and Community Liaison PT	Family and Community Relations Coordinator Area Family and Community Relations FT	03/01/16
McMillian, Shantell A	Bayside High ESE Associate	Pre K-12 World Languages Secretary II	03/10/16
Mendez, Aura M	Food Services Food Service Manager Intern	Doug Jamerson Elementary Food Service Manager II	03/07/16
Robinson, Sharon	Food Services Food Service Manager II	Bay Point Middle Food Service Manager III	03/07/16
Shavers, Janel L	McMullen-Booth Elementary Data Management Technician	Student Assignment Clerk Specialist II	03/02/16
Ward, Dyonte K	Thurgood Marshall Fundamental Middle Plant Operator	Perkins Elementary Plant Operations Specialist	03/07/16

JOB CHANGES

NAME	FROM	TO	EFFECTIVE
Brown, Jasmine DS	Food Service Assistant PT	Food Service Assistant/Driver FT	03/07/16
Burdick, Rosita	Food Service Assistant PT	ESE Associate FT	03/07/16

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JOB CHANGES
 (Continued)

NAME	FROM	TO	EFFECTIVE
Carolin, Patricia A	Food Service Assistant PT	Food Service Assistant FT	03/07/16
Furtick, Faith M	Food Service Assistant	Food Service Assistant/Driver	02/22/16
Henion, Robert F	Food Service Assistant PT	Food Service Assistant/Driver FT	03/07/16
Javorich, Nancy C	Food Service Assistant PT	Food Service Assistant/Driver FT	03/07/16
Lambert, Denise M	Food Service Assistant PT	Food Service Specialist Intern FT	03/07/16
Lawson, Lauren L	Food Service Assistant PT	Food Service Specialist Intern FT	02/22/16
Levarity, Khadijah E	Food Service Assistant PT	Food Service Assistant FT	03/07/16
Mayle, Anthony J	Food Service Assistant PT	Plant Operator FT	03/28/16
Mills, Meggan L	Food Service Assistant PT	Food Service Assistant/Driver FT	03/07/16
Osborn, Jacob T	Data Management Technician Intern	Data Management Technician	03/02/16
Plyku, Eduard F	Plant Operator	Plant Operations Specialist	02/29/16
Sanchez Rosario, Annie	Food Service Assistant PT	Food Service Specialist Intern FT	03/01/16
Tharp, James D	Food Service Assistant	Food Service Assistant/Driver	03/07/16
Ward, Chris A	Plant Operator	Plant Operations Specialist	02/18/16

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COST CENTER CHANGES

NAME	FROM	TO	EFFECTIVE
Evola, Colleen R	High Point Elementary	North Shore Elementary	02/22/16
Hunsberger, Stephanie N	Ponce de Leon Elementary Curlew Creek Elementary	Curlew Creek Elementary Ponce de Leon Elementary	02/12/16 03/07/16
Rivera-Acevedo, Yahaira	Food Services	Walsingham Elementary	02/29/16
Ware, Donquan M	Meadowlawn Middle	Northeast High	02/22/16

LEAVES OF ABSENCE

NAME	COST CENTER	EFFECTIVE
Bryant, Corlis D	Title I Center	02/26/16
Oliver, Bula L	Lakewood Elementary	01/25/16
Richardson, Betty C	Oak Grove Middle	01/26/16
Rivera Sierra, Elizabeth Y	Safety Harbor Middle	02/15/16
White, Debra S	Osceola Middle	03/02/16

RETURN FROM LEAVE OF ABSENCE

NAME	COST CENTER	POSITION	EFFECTIVE
Billue, Christine R	Title I Center	Paraprofessional	02/22/16
Mize, Bernice L	Skyview Elementary	Food Service Manager III	03/07/16

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RETURN FROM LEAVE OF ABSENCE
 (Continued)

NAME	COST CENTER	POSITION	EFFECTIVE
O'Rourke, Angela J	School Health Services	Certified Nursing Assistant	02/23/16
Tikkanen, Nicole M	Seventy-Fourth Street Elementary	ESE Associate	02/26/16

TERMINATIONS

NAME	COST CENTER	EFFECTIVE
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Resignations

Andree, Robin L	Anona Elementary	03/09/16
Averhoff, Jessica M	Title I Center	02/08/16
Calderon, Heidy	ESOL	03/04/16
Caleco, Karen K	Ozona Elementary	02/22/16
Calkins, Kyle A	Transportation	03/04/16
Corpuz, Jessica L	Kings Highway Elementary Magnet School	02/19/16
Daniels, Kenya S	Title I Center	03/25/16
Davidson, Jody I	McMullen-Booth Elementary	02/22/16
Dice, Janice L	Lakewood Elementary	03/02/16
Dixon, Davide A	Lakewood High	03/08/16
Eddy, Sandra D	McMullen-Booth Elementary	03/04/16

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Recommendation of Superintendent on Support Personnel
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TERMINATIONS
 (Continued)

NAME	COST CENTER	EFFECTIVE
<u>Resignations</u> (Continued)		
Enfield, Eric S	Maintenance	02/26/16
Facyson, Latosha R	Title I Center	03/18/16
Folds, Judith I	San Jose Elementary	02/23/16
Fritz, Donald	Pasadena Fundamental Elementary	03/03/16
Garrido, Christina A	Curlew Creek Elementary	03/07/16
Golden, Faye J	Tyrone Middle	02/23/16
Hartley, Laurie C	Lakeview Fundamental Elementary	03/15/16
Ingerson, Amber L	Marjorie Kinnan Rawlings Elementary	03/07/16
Joy, Kassandra J	Starkey Elementary	02/25/16
Little, Angela M	Fitzgerald Middle	03/02/16
Marques, Michael L	Nina Harris ESE Center	03/10/16
McGee, Mickey H	Maintenance	03/10/16
Nawrozki, Lisa B	Curlew Creek Elementary	03/17/16
Parks, Harold E	Forest Lakes Elementary	03/28/16
Pitt, Jaime A	Southern Oak Elementary	02/23/16
Ransom, Andrea LM	Gibbs High	02/24/16

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TERMINATIONS
 (Continued)

NAME	COST CENTER	EFFECTIVE
<u>Resignations</u>		
(Continued)		
Sanders, Elizabeth J	East Lake High	03/18/16
Turnbull, Janice D	Curtis Fundamental Elementary	02/21/16
Warner, Marissa A	Azalea Middle	03/08/16
Waters, Keyoshia M	Transportation	03/09/16
Wyche, Jennifer N	Title I Center	03/10/16
<u>Retirements</u>		
Arnold, Gail H	Sunset Hills Elementary	06/08/16
Burke, Frances T	Fairmount Park Elementary	03/04/16
Cagwin, Carol J	Belleair Elementary	04/08/16
Caputo, Marie	Educational Alternative Services	02/26/16
Cole, John J	Tyrone Middle	05/31/16
Conrod, Dolores	HR Records Analyst	02/29/16
Edwards, Donna M	Largo High	02/29/16
Green, Devern	John Hopkins Middle	06/08/16
Herring, Mavis L	McMullen-Booth Elementary	03/01/16
Hunter, Daniel	Central Printing Services	03/31/16

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Recommendation of Superintendent on Support Personnel
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TERMINATIONS
 (Continued)

NAME	COST CENTER	EFFECTIVE
<u>Retirements</u> (Continued)		
Hutchins, Robert W	Vehicle Maintenance	04/30/16
Marzullo, Gay S	Stephens ESE Center	06/08/16
McNamara, Pamela J	Bardmoor Elementary	02/22/16
Rouse, Virginia B	Meadowlawn Middle	03/11/16
Slaybaugh, Susan J	Oldsmar Elementary	05/31/16
Tushe, Fatime	Lake St George Elementary	02/19/16
Whitley, Linda D	Pre K-12 Social Studies	04/29/16
Williams, Margaret B	Boca Ciega High	05/30/16
Zagacki, Mary E	Transportation	03/18/16

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

Attachment: Apr 12 2016 FINAL HR Board Agenda Sets A-B (5687 : Request Approval of Personnel Recommendations)

ADOPTED

REQUEST FOR APPROVAL (ID # 5688)

April 12, 2016

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval of the Administrative Appointment of the Assistant Principal, Sexton Elementary School

BACKGROUND:

The Assistant Principal, Sexton Elementary School position is available due to the change in assignment of Stephanie Whitaker effective February 10, 2016. This position was advertised for one week and eighteen applicants applied for the position. Superintendent's staff interviewed two applicants on April 1, 2016.

STRATEGIC DIRECTION: Effective and Efficient Use of Resources

RECOMMENDATION:

Recommend the School Board approve the appointment of **Stephanie L. Middleton**, Classroom Teacher, Curlew Creek Elementary School to Assistant Principal, Sexton Elementary School effective April 20, 2016. Salary and benefits shall be paid consistent with the district's compensation schedule for administrators.

RATIONALE:

Stephanie Middleton began her career in Pinellas County Schools in 2001. She has served as a Substitute Teacher (2001-2005); a Classroom Teacher at Frontier Elementary School (2005-2006) and at Oldsmar Elementary School (2006-2012); a District Reading/Literacy Coach (2012-2013); and currently serves as a Classroom Teacher at Curlew Creek Elementary School (2013 to present).

Ms. Middleton earned a bachelor's degree in Human Development, Teacher Licensure K-8 from Lee University and a master's degree in Educational Leadership from Southeastern University.

DATA SOURCE:

Patricia Wright, Area Superintendent, Area 4
Suzette Burns, Principal, Sexton Elementary School

SUBMITTED BY:

Ron Ciranna, J.D., Assistant Superintendent, Human Resources Services

ADOPTED

REQUEST FOR APPROVAL (ID # 5689)

April 12, 2016

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval of the Administrative Appointment of the Assistant Principal, Northeast High School

BACKGROUND:

The Assistant Principal, Northeast High School position is available due to the change in assignment of Christina Fields effective March 16, 2016. This position was advertised for one week and eighteen applicants applied for the position. Superintendent's staff interviewed three applicants on April 1, 2016.

STRATEGIC DIRECTION: Effective and Efficient Use of Resources

RECOMMENDATION:

Recommend the School Board approve the appointment of **Robert J. Gagnon**, former district-level administrator with Manatee County Schools to Assistant Principal, Northeast High School effective April 13, 2016. Salary and benefits shall be paid consistent with the district's compensation schedule for administrators.

RATIONALE:

Robert Gagnon began his career in education in 1990. He has served as a Classroom Teacher (1990-1994) and a Principal (1994-2000) in Lake County Schools; and an Assistant Principal (2002-2007) a Principal, (2007-2011) and a district-level administrator (2012-2014) with Manatee County Schools.

Mr. Gagnon earned a bachelor's degree in History from Southern Connecticut University and a master's degree in Educational Leadership from Barry University.

DATA SOURCE:

Patricia Wright, Area Superintendent, Area 4
 Kevin Hendrick, Principal, Northeast High School

SUBMITTED BY:

Ron Ciranna, J.D., Assistant Superintendent, Human Resources Services

ADOPTED

REQUEST FOR APPROVAL (ID # 5690)

April 12, 2016

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval of the Appointment of the K-8 Social Studies Specialist

BACKGROUND:

The K-8 Social Studies Specialist position is available due to the retirement of Linda Whitley effective April 29, 2016. This position was advertised for one week and twelve applicants applied for the position. Superintendent's staff interviewed two applicants on April 5, 2016.

STRATEGIC DIRECTION: Effective and Efficient Use of Resources

RECOMMENDATION:

Recommend the School Board approve the appointment of **Michelle L. Anderson**, Classroom Teacher, Palm Harbor Middle School to K-8 Social Studies Specialist effective June 13, 2016. Salary and benefits shall be paid consistent with the district's compensation schedule for administrators.

RATIONALE:

Michelle Anderson began her career in Pinellas County Schools in 2002. She currently serves as a Classroom Teacher at Palm Harbor Middle School (2002 to present).

Ms. Anderson earned bachelor's and master's degrees in History from the University of Florida.

DATA SOURCE:

Pamela Moore, Associate Superintendent, Teaching and Learning Services
 Shanna Rafalski, Ed.D., Executive Director, Elementary School Education
 Dywayne Hinds, Executive Director, Middle School Education

SUBMITTED BY:

Ron Ciranna, J.D., Assistant Superintendent, Human Resources Services

ADOPTED

REQUEST FOR APPROVAL (ID # 5691)

April 12, 2016

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval of 2016/2017 Property, Boiler & Machinery Insurance Program

BACKGROUND:

Pinellas County Schools have approximately \$2.5 billion in insurable values. Our 2015/2016 Property, Boiler & Machinery Insurance premium was \$5.1 million for \$100 million in coverage. The property insurance market has seen decreasing rates due to a number of factors, including a lack of major windstorm events, which is the primary driver of the Florida property insurance market.

As a result of the current property insurance market, our property insurance brokers have been successful in obtaining another reduction in our property insurance premium. The total Property, Boiler & Machinery Insurance premium for 2016/2017 is estimated to be \$4.33 million, for renewal of the currently purchased \$100 million limit of coverage. This represents a decrease of 13 percent over 2015/2016 and a decrease of 31 percent over the last two years.

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

Our current property insurance program provides for a loss limit of \$100 million due to current budget constraints. The new Risk Management Solutions (RMS) Model 15.0 projects Pinellas County Schools' 100-Year Probable Maximum Loss (PML) to be \$200 million, a slight increase from the \$194 million in 2015.

STRATEGIC DIRECTION: Effective & Efficient Use of Resources

ALTERNATIVES:

1. Approve the 2016/2017 Property, Boiler & Machinery Insurance Program.
2. Do not approve the 2016/2017 Property, Boiler & Machinery Insurance Program.

RECOMMENDATION:

Alternative No. 1 is recommended.

RATIONALE:

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

The Risk Management Insurance Review Committee comprised of the Associate Superintendent Operational Services; Assistant Superintendent, Human Resources Services; Associate Superintendent Finance and Business Services; Executive Director, Budget and Resource Allocation; Director, Facilities, Plans, Design and Construction; Director of Risk Management and Insurance; Safety and Loss Prevention Coordinator; and Financial Reporting Analyst (Facilities) recommends approval of the 2016/2017 Property, Boiler & Machinery Insurance Program.

FINANCIAL IMPACT:

The total Property, Boiler & Machinery Insurance premium for 2016/2017 is estimated to be \$4.33 million; a decrease from 2015/2016 for a savings of approximately \$770,000. The premium will be paid from Risk Management and Insurance's property and casualty insurance budget. USI Insurance Group, the district's Property Insurance Broker, and AmWINS Group, Incorporated markets the district's property insurance program, assists with property valuation, coordinates property insurance claims, and provides loss control services. Fees for these services are paid through reduced commissions earned on the placement of insurance policies.

DATA SOURCES:

Kevin Smith, Associate Superintendent, Finance and Business Services
 Clint Herbic, Associate Superintendent, Operational Services
 Karen Coffey, Executive Director, Budget and Resource Allocation
 Doug Pollei, Director, Facilities, Design, and Construction
 Ted J. Pafundi, Director, Risk Management and Insurance
 Joe Maceda, Financial Reporting Analyst
 Skip Paquette, Safety and Loss Prevention Specialist
 USI Insurance Services
 AmWINS Group, Incorporated

SUBMITTED BY:

Ron Ciranna, J.D., Assistant Superintendent, Human Resources Services

ATTACHMENTS:

- Property Insurance Program 2016-2017 revised (PDF)

**Pinellas County Schools
Property Insurance Program For 2016/2017**

Risk Management & Insurance

April 1, 2016

<u>Item</u>	<u>2012/2013</u>	<u>2013/2014</u>	<u>2014/2015</u>	<u>2015/2016</u>	<u>2016/2017</u>
Market	Firming capacity stable, premiums	Stable capacity stable, premiums flat	Stable capacity stable, premiums	Soft capacity soft, premiums decreasing	Soft capacity soft, premiums decreasing
Market Conditions					
Effective Date	4/15	4/15	4/15	4/15	4/15
Total Insurable Values (TIV)	\$2.53 billion	\$2.52 billion	\$2.52 billion	\$2.52 billion	\$2.49 billion
100 Year Probable Maximum Loss (PML)	\$243million	\$203 million	\$194 million	\$194 million	\$200 million
Total Property Coverage	\$100 million	\$100 million	\$100 million	\$100 million	\$100 million
% Covered TIV/PML	4%/41%	4%/49%	4%/52%	4%/52%	4%/50%
Self-Insured Layers	None	None	None	None	None
Self-Insured Retention - Wind	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
Self Insured Retention - Named Storm	5%	5%	5%	5%	5%
Self-Insured Retention - All Other Perils	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
# of Participating Carriers	15	18	18	16	19
Property Premium	\$7.3 million	\$7.12 million	\$6.1 million	\$5.0 million	\$4.3 million
Boiler & Machinery Premium	\$36,000	\$34,897	\$35,000	\$35,000	\$33,111
Citizens Ins./Cat Fund Assessment/Other Fees	\$168,000	\$170,000	\$141,000	\$64,000	\$1,744
Total Cost	\$7.5 million	\$7.3 million	\$6.3 million	\$5.10 million	\$4.33 million
<u>Increase/Decrease</u>	<u>\$1,300,000</u>	<u>-\$200,000</u>	<u>-\$1,000,000</u>	<u>-\$1,200,000</u>	<u>-\$770,000</u>

Note: Figures are rounded. 2016-17 State taxes reduced.

Attachment: Property Insurance Program 2016-2017 revised (5691 : Request Approval of 2016/2017 Property, Boiler & Machinery Insurance

ADOPTED

REQUEST FOR APPROVAL (ID # 5675)

April 12, 2016

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. Agreement with Learning Sciences International \$76,250.00
- B. Amendment (additional funds) \$766,531.00 (new total \$5,463,848.00) to Title II, Part A Teacher and Principal Training and Recruitment Fund Grant

BACKGROUND:

- A. Pinellas County Schools (PCS) and St. Petersburg College collaborate through an interagency agreement to enhance field experiences for College of Education interns in preparation for placement within Pinellas County Schools. High quality professional development is provided to deepen content knowledge in core subjects and scaffold pedagogical skills for facilitating learning through academic rigor.

STRATEGIC DIRECTION: Student Achievement

- B. Amendment (additional funds) in the amount of \$766,531.00 will be added to the budget resulting in a (new total of \$5,463,848.00) for Title II, Part A Teacher and Principal Training and Recruitment Fund Grant.

STRATEGIC DIRECTION: Student Achievement

ALTERNATIVES:

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

RECOMMENDATIONS:

Alternative No. 1 is recommended.

RATIONALE:

- A. Through this agreement between Pinellas County Schools and Learning Sciences International (LSI), professional development services will be provided for 250 current PCS Clinical Education teachers in the implementation of practices that align with the PCS Framework Indicators for effective instruction, including Marzano Center research-based practices for Clinical Education teachers on "How to Coach a Teacher."
- B. Title II, Part A funds are to be used to enhance and expand knowledge and teaching skills for teachers of core academic subjects as well as a principal's leadership knowledge and

skills. Funds also support initiatives that assist schools in effectively recruiting and retaining highly qualified teachers and principals.

FINANCIAL IMPACT:

There is no financial impact to the district

DATA SOURCES:

Heather J. Wallace, Assistant School Board Attorney
Lou Cerreta, Director of Professional Development (Item A)
Mary R. Conage, Ed.D., Director, Special Projects (Item B)

SUBMITTED BY:

Lori Matway, Associate Superintendent, Student and Community Services

ATTACHMENTS:

- A. LSI Agreement (PDF)
- B. Title II Amend Final (PDF)

A. Title of Project: Agreement with Learning Sciences International

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

X The "Checklist for contractual agreements" form has been signed by the Project Manager and the Director of Purchasing, and submitted to the Director of Special Projects.

Amount of Project: \$76,250.00

BACKGROUND: Pinellas County Schools (PCS) and St. Petersburg College collaborate through an interagency agreement to enhance field experiences for College of Education interns, in preparation for placement within Pinellas County Schools. High quality professional development is provided to deepen content knowledge in core subjects and scaffold pedagogical skills for facilitating learning through academic rigor.

STRATEGIC DIRECTION: Student Achievement

RATIONALE: Through this agreement between Pinellas County Schools and Learning Sciences International (LSI), professional development services will be provided for 250 current PCS Clinical Education teachers in the implementation of practices that align with the PCS Framework Indicators for effective instruction, including Marzano Center research-based practices for Clinical Education teachers on "How to Coach a Teacher."

IMPACT STATEMENT

Federally funded – There is no financial impact to the district.

DATA SOURCE/CONTACT PERSON: Lou Cerreta, Director of Professional Development

Grant Proposal/Contract Developer(s): Lou Cerreta, Director of Professional Development

Status of Project:

New: X Renewal: Amendment:

If Amendment:

Additional Funds:

Reduced Funds:

Time Extension:

Other:

Fund Source:

State:

Federal: X

Other:

Length of Project: 2 months

Starting Date: 4/12/2016

Ending Date: 5/26/2016

Usage in other districts: Yes

No

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

reviewed 5/2/2014

Attachment: A. LSI Agreement (5675 : Request Approval of the Following Special Projects)

Students to be served/Target Audience: Elementary Teachers

Performance Data, Research Findings, or Improvement Results: Pinellas County Schools (PCS) have identified sixteen schools that will benefit from this professional growth opportunity. The educators will be equipped with the tools necessary to increase their effectiveness. Pinellas County Schools will monitor and measure improvement of the teachers' progress.

Target Schools: All Elementary Schools

Budget:

Purchased Services	\$76,250.00
• Agreement with Learning Sciences International	
TOTAL	\$76,250.00

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

Amount of Project: \$766,531.00 (new total is \$5,463,848.00)

STRATEGIC DIRECTION: Student Achievement

IMPACT STATEMENT

DATA SOURCE/CONTACT PERSON: Mary R. Conage, Ed.D., Director, Special Projects

Status of Project:

If Amendment:

Fund Source:

Length of Project: 12 months

Ending Date: June 30, 2016

Usage in other districts: Yes X No

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

Students to be served/Target Audience: Teachers and administrators districtwide

Performance Data, Research Findings, or Improvement Results: A Needs Assessment must be conducted to be eligible for funding. Data includes results of performance appraisals and the number of teachers who are not highly qualified and teaching infield.

Target Schools: All Schools

Budget:

Personnel (Salaries & Fringe)	\$617,267.00
• Recruitment/retention bonuses	
• Stipends for Professional Development	
Travel & Registrations	\$15,000.00
Purchased Services	\$100,000.00
Indirect Costs (Federal Funds Only)	\$34,264.00
TOTAL	\$766,531.00

ADOPTED

REQUEST FOR APPROVAL (ID # 5677)

April 12, 2016

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request for Early Termination of Existing Student Services Agreement with Bay Area Behavioral Services

BACKGROUND:

The Board entered into an agreement with Bay Area Behavioral Services on June 11, 2013. This agreement expires on June 30, 2016. At that time, the agency was acting as a designee of the Department of Children and Families (DCF) to conduct comprehensive behavioral health assessments. We are requesting an early termination of this agreement because the agency has failed to comply with requirements specified in the agreement.

STRATEGIC DIRECTION: Learning in a Safe Environment

ALTERNATIVES:

1. Approve the request for early termination of existing Student Services agreement.
2. Do not approve the request for early termination of existing Student Services agreement.

RECOMMENDATION:

Alternative No. 1 is recommended.

RATIONALE:

We are recommending early termination of this agreement because after numerous attempts, including phone calls, emails, and certified letters, Bay Area Behavioral Services has failed to provide proof of professional liability/malpractice insurance in the coverage amount of not less than \$1,000,000 per occurrence/\$2,000,000 aggregate, naming the Board as an additional insured. In addition, they are no longer acting as designee of DCF to conduct comprehensive behavioral health assessments.

FINANCIAL IMPACT:

There is no financial impact to the district.

DATA SOURCES:

David Koperski, School Board Attorney
Donna Sicilian, Executive Director, Student Services

SUBMITTED BY:

Lori Matway, Associate Superintendent, Student and Community Services

ADOPTED

REQUEST FOR APPROVAL (ID # 5672)

April 12, 2016

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval of the High School Course Code Directory and the Uniform Course Descriptions for 2016-2017

BACKGROUND:

Florida Statute requires school board approval for the adoption of courses of study for use in the district's schools. Each year a number of revisions in the High School Uniform Course Descriptions (UCD) must be made due to changes in state law, the addition and/or deletion of course offerings and recommendations by high school administrators and the secondary specialists.

This year the additions/deletions to the district's course offerings include Performing Fine Arts, Vocational, Practical Arts, Social Studies, Language Arts, and Exceptional Education.

For a listing of these changes, please see Attachment A.

STRATEGIC DIRECTION: Student Achievement

ALTERNATIVES:

1. Approve the directory and description as submitted.
2. Do not approve the directory and description as submitted.

RECOMMENDATION:

Alternative No. 1 is recommended.

RATIONALE:

Approval of the new High School Uniform Course Descriptions will provide schools with current curriculum information recommended by the state and local stakeholders. This information is needed in the preparation of each high school's 2016-2017 curriculum guide.

FINANCIAL IMPACT:

There is no cost to the district.

DATA SOURCES:

Rita Vasquez, Executive Director, High School Education
Gail George-Coppens, Resource Teacher, Teaching and Learning Services
District Content Specialists, Teaching and Learning Services

SUBMITTED BY:

Pamela T. Moore, Associate Superintendent, Teaching and Learning Services

ATTACHMENTS:

- Consent - High School Course Code Directory and the Uniform Course Descriptions for 2016-2017 (PDF)

Agenda Item: Request Approval of the High School Course Code Directory and the Uniform Course Descriptions for 2016-2017:

Additions

Program	Course Number	Course Name	Change	Level	Grad Subject
High School	8708140	Biomedical Innovation	Added	3	Vocational
High School	1305510	Music Techniques 2	Added	2	Performing Fine Arts
High School	1006375	Social Media 1	Added	2	Elective
High School	1005340	Classical Literature	Added	2	Language Arts
High School	1005330	Contemporary Literature	Added	2	Language Arts
CTE	GRA0038	Illustrator	Added	3	Practical Arts
CTE	GRA0039	Print Media Artist	Added	3	Practical Arts
CTE	9000100	Information Technology Directed Study	Added	2	Vocational
CTE	0200335	AP Computer Science Principles	Added	3	Vocational
CTE	9001510	Computer Engineering & Support	New Program Added 9001500	3	Vocational
CTE	9001520	Network Engineering & Support	New Program Added 9001500	3	Vocational
CTE	9001530	Essentials of Cloud Technology	New Program Added 9001500	3	Vocational
CTE	9001540	Basics of Cloud Computing & Virtualization	New Program Added 9001500	3	Vocational
CTE	9001550	Advanced Cloud Computing & Virtualization	New Program Added 9001500	3	Vocational

Deletions:

CTE	8200320	Applied Computer Business Skills I	Replaced by Digital Information Technology	2	Vocational
CTE	8209020	Computing for College and Careers	Replaced by Digital Information Technology	2	Vocational

Changes

High School	2100370	Eastern and Western Heritage	Changed from WH credit to EL credit	2	Elective
High School	2100460	Eastern and Western Heritage Honors	Changed from WH credit to EL credit	3	Elective
CTE	8207310	Introduction to Information Technology	Name Changed to Digital Information Technology	2	Practical Arts

ADOPTED

REQUEST FOR APPROVAL (ID # 5673)

April 12, 2016

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval of the Middle School Course Code Directory and the Uniform Course Descriptions for 2016-2017

BACKGROUND:

Florida Statute requires school board approval for the adoption of courses of study for use in the district's schools. Each year a number of revisions in the Middle School Uniform Course Descriptions (UCD) must be made due to changes in state law, the addition and/or deletion of course offerings and recommendations by middle school administrators and the secondary specialists.

This year the additions/deletions to the district's course offerings include Exceptional Student Education, Math, Middle School Exploratory Wheel courses, and Social Studies.

For a listing of these changes, please see Attachment A.

STRATEGIC DIRECTION: Student Achievement

ALTERNATIVES:

1. Approve the directory and description as submitted.
2. Do not approve the directory and description as submitted.

RECOMMENDATION:

Alternative No. 1 is recommended.

RATIONALE:

Approval of the new Middle School Uniform Course Descriptions will provide schools with current curriculum information recommended by the state and local stakeholders. This information is needed in the preparation of each middle school's 2016-2017 curriculum guide.

FINANCIAL IMPACT:

There is no cost to the district.

DATA SOURCES:

Dywayne Hinds, Executive Director, Middle School Education
Gail George-Coppens, Resource Teacher, Teaching and Learning Services
District Content Specialists, Teaching and Learning Services

SUBMITTED BY:

Pamela T. Moore, Associate Superintendent, Teaching and Learning Services

ATTACHMENTS:

- Consent - Middle School Course Code Directory and the Uniform Course Descriptions for 2015-2016 (PDF)

Agenda Item: Request Approval of the Middle School Course Code Directory and the Uniform Course Descriptions for 2016-2017:

Additions:

Program	Course Number	Course Name	Change	Level	Grad Subject
Middle School	1001090	M/J International Baccalaureate MYP Language & Literature 3	Added	3	N/A
Middle School	1205090	M/J International Baccalaureate MYP Mathematics 1	Added	3	N/A
Middle School	2002120	M/J International Baccalaureate MYP Comprehensive Science 3	Added	3	N/A
Middle School	2100040	M/J International Baccalaureate MYP United States History	Added	3	N/A
Middle School	1501130	Comprehensive Physical Education 1	Added	3	N/A
Middle School	1501131	M/J International Baccalaureate MYP	Added	3	N/A
Middle School	1501132	M/J International Baccalaureate MYP	Added	3	N/A
Middle School	0700030	M/J International Baccalaureate MYP Intro to World Languages 1	Added	3	N/A
Middle School	0700040	M/J International Baccalaureate MYP Intro to World Languages 2	Added	3	N/A
Middle School	0700050	M/J International Baccalaureate MYP Intro to World Languages 3	Added	3	N/A
Middle School	9009370	Information and Communications Technology	Added	2	N/A

Middle School	8209300	Careers in Fashion Design	Added	2	N/A
Middle School	8960370	Exploring Family & Consumer Sciences	Added	2	N/A

ADOPTED

REQUEST FOR APPROVAL (ID # 5674)

April 12, 2016

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval for the 2016-2017 Instructional Materials Adoption

BACKGROUND:

Per state statute all school districts must approve the adoption of instructional materials prior to purchase. District committees were formed to review instructional materials submitted for adoption for the 2016-2017 school year. The instructional materials that are being brought forward for school board approval are as follows:

Middle School

- Intensive Reading Single Block - iReady/Ready (digital and print)
- Intensive Reading Double Block - Read 180 (digital and print)
- Honors Algebra 1 - McGraw-Hill Algebra 1 (digital and print)
- Family and Consumer Science - Pearson FSC Comprehensive (digital and print)

High School

- Intensive Reading Single Block - Reading Plus (digital)
- Intensive Reading Double Block - Read 180 (digital and print)
- English 4/College Prep - Townsend Press (Advanced Reading and Writing; Grammar Essentials; Advanced Vocabulary)

K-12 Visual Art

- Davis Publication (digital)

K-5 Music

- McGraw-Hill: Spotlight on Music (digital and print)

STRATEGIC DIRECTION: Effective & Efficient Use of Resources

ALTERNATIVES:

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

RECOMMENDATION:

Alternative No. 1 is recommended.

RATIONALE:

As a result of a thorough review process by district committees, these materials represent the committee's recommendations for supporting instruction in these content areas.

FINANCIAL IMPACT:

Cost not to exceed 7 million dollars of the categorical state instructional materials allocation.

DATA SOURCES:

Pat Lusher, Director Library, Technology, Instructional Materials and Digital Learning
Dana Schaefer, Program Coordinator, Instructional Materials

SUBMITTED BY:

Pamela T. Moore, Associate Superintendent, Teaching and Learning Services

ADOPTED

REQUEST FOR APPROVAL (ID # 5679)

April 12, 2016

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval of Florida Inventory of School Houses (FISH) Certification of Facilities Data

BACKGROUND:

Section 1013.03(3), F.S., states that the Florida Department of Education (FLDOE) must "Require boards to submit other educational plant inventories data and statistical data or information relevant to construction, capital improvements, and related costs."

In 2003, Section 1013.31(1), F.S., was amended to add subparagraph (d) *Periodic Update of Florida Inventory of School Houses*, which states "School districts shall periodically update their inventory of educational facilities as new capacity becomes available and as unsatisfactory space is eliminated. The State Board of Education shall adopt rules to determine the time frame in which districts must provide a periodic update."

May 10, 2012, the State Board of Education approved State Requirements for Educational Facilities (SREF) 2012 effective November 19, 2012. The revised SREF 2012, Chapter 6, Section 6.1(5)(c) requires that prior to April 1 of each year, each district shall review the Florida Inventory of School Houses (FISH) and shall certify to the Office of Educational Facilities (OEF), the inventory is current and accurate. The Certification of Facilities Data is required to make FISH data collection more uniform across systems, including information required for the Education Data Warehouse.

As required by and in compliance with SREF Chapter 6, Section 6.1(5) during the year 2014-2015, "each change in any educational facilities space that resulted in an increase or decrease in net square footage of the space, student stations, the actual design of a space, or the condition of a space, has been reported as follows":

- (a) The facilities inventory was corrected by submitting on-line transactions through the Educational Facilities Information System.
- (b) Pinellas County School district's facilities inventory has been corrected when new additions or remodeling occurred, during a validation study, or other event that caused or resulted in a change in square footage, student stations, design of a facilities space, or the condition of a facilities space.

Approval and execution of the attached document, OEF FISH Certification of Facilities Data, will bring Pinellas County School Board (PCSB) into compliance with annual requirements of Sections 1013.03(3) and 1013.31(1)(d), F.S., along with SREF 2012 6.1(5)(c).

STRATEGIC DIRECTION: Effective & Efficient Use of ResourcesALTERNATIVES:

1. Approve and execute for filing the OEF FISH Certification of Facilities Data request.
2. Do not approve the OEF FISH Certification of Facilities Data request.

RECOMMENDATION:

Alternative No. 1 is recommended.

RATIONALE:

Between November 2015 and February 2016 all PCS school principals were required to review and verify their current Florida Inventory of School Houses (FISH) and submit a FISH Change Form or a Form certifying there are no changes to the FISH to the Pinellas County Schools Coordinator of Facilities Planning. When needed, Facilities Planning staff visited the school to assist in this process. By approving, certifying, and submitting the attached document to FLDOE, OEF, the Board will comply with requirements of Sections 1013.03(3) and 1013.31(1)(d), F.S., along with requirements of SREF 2012 Section 6.1(5)(c).

FINANCIAL IMPACT:

There is no financial impact to the district.

DATA SOURCE:

David Koperski, School Board Attorney

Bill Lawrence, Director, School Demographics, Assignment, and School Capacity

Jeff Wasilewski, Coordinator, Facilities Planning

SUBMITTED BY:

Clint Herbic, Associate Superintendent, Operational Services

ATTACHMENTS: CERTIFICATION OF FACILITIES DATA FDOE FORM 3-8-16.PDF

ATTACHMENTS:

- FISH Certification of Facilities data FDOE Form 3-8-16 (PDF)



FLORIDA DEPARTMENT OF EDUCATION
OFFICE OF EDUCATIONAL FACILITIES
FLORIDA INVENTORY OF SCHOOL HOUSES
CERTIFICATION OF FACILITIES DATA

WHEREAS, Section 1013.03(3), F.S., states in part that the Department of Education must, "Require boards to submit other educational plant inventories data...."

WHEREAS, Section 1013.31(1)(d), F.S., states in part, "...School districts shall periodically update their inventory of educational facilities...."

WHEREAS, State Requirements for Educational Facilities, Section 6.1(5)(c) requires that, "Prior to April 1 of each year, each district shall review the Florida Inventory of School Houses and shall certify to the Office that the inventory is current and accurate."

THEREFORE, on behalf of the School Board of Pinellas County, the authorized representatives whose signatures appear below hereby certify that, to the best of their knowledge, the educational facilities inventory data for the district contained in the Florida Inventory of School Houses is current and accurate pursuant to applicable statutes and rules.

Jeffery Wasilowski
Director of Facilities Planning

3/8/2016
Date

Superintendent

Date

Board Chair

Date

Return signed form to:
Office of Educational Facilities
Florida Department of Education
325 West Gaines Street, Room 1054
Tallahassee, Florida 32399-0400

ADOPTED

REQUEST FOR APPROVAL (ID # 5680)

April 12, 2016

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval of Substantial Completion for Group Restrooms Renovation (Buildings 5 and 7) as of October 5, 2015, Which is a Portion of the Project at Belleair Elementary School, Project No. 9235

BACKGROUND:

The project architect has certified this portion of the project is substantially complete as of October 5, 2015. This date establishes the beginning of the school district's responsibilities for maintenance, cleaning, and insurance for this portion of the work. Warranties for this portion of the work shall commence per contract terms and the school district is responsible for oversight of warranty claims. A punch list of work to be completed or corrected was made on the date of substantial completion and such work must be complete before final acceptance. A copy of the substantial completion form is attached.

STRATEGIC DIRECTION: Effective & Efficient Use of Resources

ALTERNATIVES:

1. Approve the substantial completion.
2. Do not approve the substantial completion.

RECOMMENDATION:

Alternative No. 1 is recommended.

RATIONALE:

A portion of the work required under the terms of the contract is substantially complete. The establishment of a date of substantial completion is a requirement of the contract terms.

FINANCIAL IMPACT:

There is no financial impact to the district.

DATA SOURCES:

Tony Peck, Technical Projects Coordinator
 Alberto Portela, GLE Associates
 Neil Stamper, Stamper Construction Company

SUBMITTED BY:

Clint Herbic, Associate Superintendent, Operational Services

ATTACHMENTS:

- Belleair ES, proj 9235, toilet renovations, Bldgs 5 & 7 sub comp Form (PDF)

AIA® Document G704™ – 2000

Certificate of Substantial Completion

PROJECT:

(Name and address)

Belleair Elementary School
Toilet Renovations**PROJECT NUMBER:** 14130-00288/ 9235**CONTRACT FOR:** General Construction**CONTRACT DATE:**OWNER: ☐ARCHITECT: ☐CONTRACTOR: ☐FIELD: ☐OTHER: ☐**TO OWNER:**

(Name and address)

Mr. Tony Peck
Pinellas County School Board
11111 S. Belcher Road
Largo, Florida 33773**TO CONTRACTOR:**

(Name and address)

Sharon Aston
Stamper Construction Company
PO Box 1264
Tarpon Springs, FL 34688**PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:**

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty**Date of Commencement**

GLE Associates, Inc.

ARCHITECT

BY

DATE OF ISSUANCE

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: \$0.00

The Contractor will complete or correct the Work on the list of items attached hereto within Zero (0) days from the above date of Substantial Completion.

Stamper Construction Company

CONTRACTOR

BY

DATE

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at (date) 10/5/15 (time) on 9:00 AM

Pinellas County School Board

OWNER

BY

DATE

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User Notes:

(3B9ADA17)

ADOPTED

REQUEST FOR APPROVAL (ID # 5681)

April 12, 2016

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 Equipment on the PublicSurplus.com Internet Auction Site

BACKGROUND:

Periodically the district disposes of surplus property. Working surplus property has been posted for 45 days in a forum on the district's internal public server. Schools and departments have the opportunity to obtain this surplus property prior to disposal at public auction.

STRATEGIC DIRECTION: Effective & Efficient Use of Resources

ALTERNATIVES:

1. Approve the selling of the districts surplus equipment.
2. Do not approve the selling of the districts surplus equipment.

RECOMMENDATION:

Alternative No. 1 is recommended.

RATIONALE:

The intent of this process is to remove surplus equipment from the district's inventory.

FINANCIAL IMPACT:

The surplus property that is sold at auction will generate revenue for the district.

DATA SOURCES:

Lou Ann Jourdan, Budget Specialist
 Lynn Geist, Director, Food Service
 Wade Hutchins, Supervisor, Vehicle Maintenance
 Joe Zihala, Warehouse Coordinator

SUBMITTED BY:

Clint Herbic, Associate Superintendent, Operational Services

ATTACHMENTS:

- Warehouse Auction SELL update 1 docx (PDF)

Pinellas County Schools Surplus Property Sold at publicsurplus.com

[illegible]

Attachment: Warehouse Auction SELL update 1 docx (5681 : Req. Approval Selling District Surplus)

ADOPTED

REQUEST FOR APPROVAL (ID # 5682)

April 12, 2016

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval to Recycle, Cannibalize, and/or Scrap Obsolete Fixed Assets

BACKGROUND:

Authorization by the school board is required prior to the disposal of tagged fixed assets which are obsolete. Disposing of these obsolete fixed assets will result in a more efficient operation at the affected cost centers and will generate revenue for the district. All items have reached the end of their useful life cycle.

STRATEGIC DIRECTION: Effective & Efficient Use of Resources

ALTERNATIVES:

1. Approve the request to dispose of the obsolete tagged fixed assets.
2. Do not approve the request.

RECOMMENDATION:

Alternative No. 1 is recommended.

RATIONALE:

Section 274.07, Florida Statutes, requires that authority for the disposal/retirement of property be recorded in the board minutes. Rule Chapter 69I-73.005, Florida Administrative Code, provides that the property records should include information on property items disposed of including the date, authority, and manner of disposition. The tagged assets listed on the attached schedule are obsolete equipment items from Surplus inventory with a disposition code of recycled, cannibalized, or scrapped.

FINANCIAL IMPACT:

Disposal of obsolete fixed assets generates revenue for the district.

DATA SOURCE:

Michael Johannesen, User Support Manager
 Joe Maceda, Financial Reporting Analyst
 Lou Ann Jourdan, Budget Specialist
 Joe Zihala, Warehouse Coordinator

SUBMITTED BY:

Clint Herbic, Associate Superintendent, Operational Services

ATTACHMENTS:

- Warehouse Auction Cann, Scrap 1, (PDF)

Request for Approval (ID # 5682)

Meeting of April 12, 2016

- Warehouse Recycle-Cann-Scrap for 4-12-16 board meeting (PDF)

Pinellas County Schools Recycle, Cannibalized and/or Scrap Fixed Assets

[illegible]

Attachment: Warehouse Auction Cann, Scrap 1, (5682 : Req. Approval Recycle, Cannibalize, Scrap Obsolete Fixed Assets)

Recycled Property Tagged Items for Board Approval

Property Tag #	Item Description	Property Tag #	Item Description	Property Tag #	Item Description	Property Tag #	Item Description
011-9705	Walkie Talkie	026-7898	CPU	028-0506	Camcorder	030-3581	CPU
011-9707	Walkie Talkie	026-9097	Camcorder	028-0588	CPU	030-3584	CPU
014-6345	Walkie Talkie	026-9429	Camcorder	028-0599	CPU	030-3844	CPU
014-6364	Walkie Talkie	026-9430	Camcorder	028-0606	CPU	030-4048	CPU
014-7754	Video Player	026-9584	Hub	028-1283	Laptop	030-4892	Projector
017-1469	Walkie Talkie	026-9585	Hub	028-1889	Hub	030-5549	CPU
017-9405	Disc Player	027-1290	Printer	028-2039	Hub	030-5693	Server
018-2438	Walkie Talkie	027-2504	Server	028-2044	Hub	030-5907	CPU
018-8660	VCR	027-2590	Camcorder	028-3901	Hub	030-6802	Printer
019-3998	VCR	027-2610	Camcorder	028-3921	Hub	030-8689	CPU
019-4505	TV	027-2645	CPU	028-4205	Hub	030-8691	CPU
020-6426	Walkie Talkie	027-3081	Projector	028-4286	Hub	030-9109	Printer
020-6427	Walkie Talkie	027-3774	Hub	028-4509	Hub	030-9140	Printer
020-6473	Typewriter	027-4308	Hub	028-4913	Camcorder	030-9146	Printer
021-5351	VCR	027-4311	Hub	028-4914	Camcorder	030-9173	Printer
022-0320	Light Console	027-5502	Projector	028-4915	Camcorder	030-9316	CPU
022-0344	Modem	027-5834	Projector	028-5819	Hub	030-9317	CPU
022-4320	Stero Sys.	027-7529	CPU	028-5828	Hub	030-9521	CPU
022-8508	Wing Tester	027-9420	Server	028-6042	Printer	030-9985	CPU
023-0745	Laser D Player	027-9425	Server	028-7267	CPU	031-0010	Server
025-0282	E-Mate	027-9562	Hub	028-7476	Hub	031-0428	CPU
025-0283	E-Mate	027-9570	Hub	028-9797	Projector	031-0555	Laptop
025-0284	E-Mate	027-9573	Hub	029-2446	CPU	031-1737	Printer
025-0285	E-Mate	027-9580	Hub	029-5347	printer	031-1791	Whiteboard
025-0286	E-Mate	027-9592	Hub	029-5517	Hub	031-2934	Laptop
025-0287	E-Mate	027-9593	Hub	029-5521	Hub	031-3119	Voicemail Sys.
025-0288	E-Mate	027-9609	Hub	029-7011	CPU	031-4230	CPU
025-0289	E-Mate	027-9610	Hub	029-7294	Server	031-4736	CPU
025-3446	Projector	027-9616	Hub	029-7389	CPU	031-4756	CPU
025-4699	Router	027-9622	Hub	029-7617	Hub	031-5227	CPU
025-4704	Router	027-9631	Hub	030-0297	Printer	031-5234	CPU
025-9716	Dig. Camera	027-9635	Hub	030-0603	Voicemail Sys.	031-5780	Printer
026-6614	Printer	027-9638	Hub	030-1305	CPU	031-9521	Phonemaster
026-6622	Printer	027-9652	Hub	030-1306	CPU	032-0176	Projector
026-6623	Printer	027-9718	Printer	030-1307	CPU	032-0600	Server
026-7803	Hub	028-0098	Camcorder	030-2119	CPU	032-1150	Server
026-7897	CPU	028-0504	Camcorder	030-2732	Digit Multiplex	032-1974	CPU

Attachment: Warehouse Recycle-Cann-Scrap for 4-12-16 board meeting (5682 : Req. Approval Recycle, Cannibalize, Scrap Obsolete Fixed

Recycled Property Tagged Items for Board Approval

Property Tag #	Item Description	Property Tag #	Item Description	Property Tag #	Item Description	Property Tag #	Item Description
032-1980	Laptop	033-8183	CPU	034-6732	CPU	035-0441	Laptop
032-2191	Server	033-8194	CPU	034-6746	CPU	035-0442	Laptop
032-2192	Server	033-8204	CPU	034-6749	CPU	035-0812	Laptop
032-4451	CPU	033-8443	CPU	034-7013	CPU	035-1136	Laptop
032-4475	Printer	033-8449	CPU	034-7015	CPU	035-1288	CPU
032-4486	Printer	033-8986	CPU	034-7017	CPU	035-1710	CPU
032-5341	CPU	033-9288	Presenter	034-7779	Presenter	035-1768	Laptop
032-5361	CPU	033-9365	Server	034-8499	Projector	035-1904	Presenter
032-5664	Hub	033-9389	CPU	034-9085	Projector	035-1956	Laptop
032-5665	Hub	033-9516	CPU	034-9086	Projector	035-2039	Laptop
032-5666	CCTV	033-9517	CPU	034-9087	Projector	035-2773	Projector
032-5667	CCTV	033-9518	CPU	034-9116	Laptop	035-3014	CPU
032-5668	CCTV	033-9519	CPU	034-9610	Laptop	035-3666	CPU
032-6079	CPU	034-0012	CPU	034-9611	Laptop	035-3678	CPU
032-7160	CPU	034-0146	Laptop	034-9612	Laptop	035-4316	CPU
032-7271	CPU	034-0147	Laptop	034-9613	Laptop	035-4706	CPU
032-7292	Projector	034-0550	Voicemail Sys.	034-9614	Laptop	035-4744	CPU
032-7531	Printer	034-0939	Laptop	034-9615	Laptop	035-4782	CPU
032-9906	CPU	034-1151	CPU	034-9616	Laptop	035-4890	Laptop
032-9913	CPU	034-1152	CPU	034-9617	Laptop	035-5376	Macbook
033-0652	Projector	034-1311	Laptop	034-9618	Laptop	035-5377	Macbook
033-1484	CPU	034-3979	Projector	034-9619	Laptop	035-5389	Macbook
033-2404	Laptop	034-4211	Laptop	034-9620	Laptop	035-5390	Macbook
033-2407	Laptop	034-4400	Printer	034-9621	Laptop	035-5635	Server
033-2604	CPU	034-4408	Laptop	034-9622	Laptop	035-5644	Laptop
033-2607	CPU	034-4580	Laptop	034-9623	Laptop	035-5645	Laptop
033-3297	Server	034-4864	Dig. Presenter	034-9624	Laptop	035-5646	Laptop
033-5610	CPU	034-4965	Presenter	034-9625	Laptop	035-5647	Laptop
033-5611	CPU	034-5076	Laptop	034-9626	Laptop	035-5648	Laptop
033-5612	CPU	034-5268	Laptop	034-9627	Laptop	035-5649	Laptop
033-6348	Printer	034-5482	Printer	034-9628	Laptop	035-5650	Laptop
033-7630	CPU	034-6294	CPU	034-9629	Laptop	035-5651	Laptop
033-7634	CPU	034-6372	CPU	034-9630	Laptop	035-5652	Laptop
033-7684	Printer	034-6399	CPU	034-9640	Macbook	035-5653	Laptop
033-7772	CPU	034-6536	VCR	034-9972	CCTV	035-5654	Laptop
033-7774	CPU	034-6627	Laptop	035-0403	CPU	035-5655	Laptop
033-7788	CPU	034-6673	Presenter	035-0440	Laptop	035-5656	Laptop

Attachment: Warehouse Recycle-Cann-Scrap for 4-12-16 board meeting (5682 : Req. Approval Recycle, Cannibalize, Scrap Obsolete Fixed

Recycled Property Tagged Items for Board Approval

Property Tag #	Item Description	Property Tag #	Item Description	Property Tag #	Item Description	Property Tag #	Item Description
035-5657	Laptop	036-0540	Voicemail Sys.	036-6209	Netbook	037-4288	Laptop
035-5658	Laptop	036-1065	CPU	036-6211	Netbook	037-5345	Desktop
035-5659	Laptop	036-1604	Server	036-6227	Netbook	037-5346	Desktop
035-5660	Laptop	036-1754	Server	037-1271	Laptop	037-5347	Desktop
035-5661	Laptop	036-1783	Server	037-3136	Netbook	037-5348	Desktop
035-5662	Laptop	036-2168	CPU	037-3153	Netbook	037-5349	Desktop
035-5663	Laptop	036-2612	CCTV	037-3155	Netbook	037-5350	Desktop
035-5666	Laptop	036-2613	CCTV	037-3157	Netbook	037-6840	Minitwr
035-6017	Laptop	036-2876	Laptop	037-3345	Laptop	037-7878	Server
035-6668	Laptop	036-3025	Laptop	037-3529	Netbook	037-7879	Server
035-6670	Laptop	036-3041	Laptop	037-3554	Netbook	037-7956	Printer
035-6671	Laptop	036-3440	Laptop	037-3670	Netbook	037-7958	Printer
035-6672	Laptop	036-3442	Laptop	037-3683	Netbook	037-7959	Printer
035-6673	Laptop	036-3443	Laptop	037-3707	Netbook	037-8055	CPU
035-6674	Laptop	036-3445	Laptop	037-3715	Netbook	037-8123	Whiteboard
035-6675	Laptop	036-3486	Printer	037-3728	Netbook	037-8778	Netbook
035-6986	CPU	036-4413	CPU	037-3735	Netbook	037-8780	Netbook
035-7242	CPU	036-4414	CPU	037-3739	Netbook	037-8781	Netbook
035-7243	CPU	036-4415	CPU	037-3771	Netbook	037-9034	Netbook
035-7492	Laptop	036-4416	CPU	037-3773	Netbook	037-9035	Netbook
035-7562	CPU	036-6093	Netbook	037-3797	Netbook	037-9072	Netbook
035-7619	Printer	036-6094	Netbook	037-3817	Netbook	037-9194	CPU
035-8051	CPU	036-6095	Netbook	037-3818	Netbook	037-9369	IPAD
035-8173	CPU	036-6096	Netbook	037-3819	Netbook	037-9466	Laptop
035-8227	CPU	036-6098	Netbook	037-3828	Netbook	037-9793	Desktop
035-8467	All in One	036-6099	Netbook	037-3829	Netbook	038-0190	IPAD
035-8641	CPU	036-6100	Netbook	037-3835	Netbook	038-0191	IPAD
035-8685	Laptop	036-6101	Netbook	037-3836	Netbook	038-0536	Laptop
035-8748	Laptop	036-6102	Netbook	037-3837	Netbook	038-0552	Laptop
035-8767	CPU	036-6103	Netbook	037-3840	Netbook	038-0558	Laptop
035-8789	Laptop	036-6104	Netbook	037-3841	Netbook	038-0562	Laptop
035-9128	CPU	036-6105	Netbook	037-3843	Netbook	038-1302	Laptop
035-9190	CPU	036-6106	Netbook	037-3848	Netbook	038-1395	Laptop
035-9789	Printer	036-6107	Netbook	037-3850	Netbook	038-1424	Laptop
036-0266	CPU	036-6193	Netbook	037-3863	Netbook	038-1426	Laptop
036-0330	Laptop	036-6194	Netbook	037-4286	Laptop	038-1733	Class Per Sys
036-0331	Laptop	036-6197	Netbook	037-4287	Laptop	038-2862	IPAD

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Recycled Property Tagged Items for Board Approval

Property Tag #	Item Description	Property Tag #	Item Description	Property Tag #	Item Description	Property Tag #	Item Description
038-2871	IPAD	038-3293	IPAD	038-9523	Server	039-3763	Tablet Android
038-2890	IPAD	038-3321	IPAD	038-9525	Server	039-3764	Tablet Android
038-2901	IPAD	038-3344	IPAD	038-9552	Server	039-3765	Tablet Android
038-2912	IPAD	038-3347	IPAD	039-0032	CPU	039-3766	Tablet Android
038-2922	IPAD	038-3352	IPAD	039-0039	CPU	039-3767	Tablet Android
038-2963	IPAD	038-3353	IPAD	039-0058	CPU	039-3768	Tablet Android
038-2969	IPAD	038-3367	IPAD	039-0242	Laptop	039-3769	Tablet Android
038-2972	IPAD	038-3406	IPAD	039-0766	Laptop	039-3770	Tablet Android
038-2976	IPAD	038-3432	IPAD	039-1141	CPU	039-3771	Tablet Android
038-2977	IPAD	038-3434	IPAD	039-1142	Laptop	039-3772	Tablet Android
038-2980	IPAD	038-3437	IPAD	039-2349	CPU	039-3773	Tablet Android
038-2982	IPAD	038-3443	IPAD	039-2352	CPU	039-3775	Tablet Android
038-3025	IPAD	038-3444	IPAD	039-3428	CPU	039-3776	Tablet Android
038-3027	IPAD	038-3445	IPAD	039-3434	CPU	039-3777	Tablet Android
038-3029	IPAD	038-3452	IPAD	039-3578	CPU	039-3778	Tablet Android
038-3030	IPAD	038-3457	IPAD	039-3741	Tablet Android	039-3779	Tablet Android
038-3032	IPAD	038-3458	IPAD	039-3742	Tablet Android	039-3780	Tablet Android
038-3036	IPAD	038-3459	IPAD	039-3743	Tablet Android	039-3781	Tablet Android
038-3049	IPAD	038-3460	IPAD	039-3744	Tablet Android	039-3782	Tablet Android
038-3050	IPAD	038-3461	IPAD	039-3745	Tablet Android	039-3783	Tablet Android
038-3051	IPAD	038-3474	IPAD	039-3746	Tablet Android	039-3784	Tablet Android
038-3053	IPAD	038-3476	IPAD	039-3747	Tablet Android	039-3785	Tablet Android
038-3056	IPAD	038-3479	IPAD	039-3748	Tablet Android	039-3786	Tablet Android
038-3068	IPAD	038-3487	IPAD	039-3749	Tablet Android	039-3787	Tablet Android
038-3073	IPAD	038-3490	IPAD	039-3750	Tablet Android	039-3788	Tablet Android
038-3074	IPAD	038-3492	IPAD	039-3751	Tablet Android	039-3789	Tablet Android
038-3075	IPAD	038-3497	IPAD	039-3752	Tablet Android	039-3790	Tablet Android
038-3076	IPAD	038-3498	IPAD	039-3753	Tablet Android	039-3791	Tablet Android
038-3079	IPAD	038-3504	IPAD	039-3754	Tablet Android	039-3792	Tablet Android
038-3082	IPAD	038-3505	IPAD	039-3755	Tablet Android	039-3793	Tablet Android
038-3085	IPAD	038-3507	IPAD	039-3756	Tablet Android	039-3794	Tablet Android
038-3086	IPAD	038-3618	Laptop	039-3757	Tablet Android	039-3795	Tablet Android
038-3087	IPAD	038-3637	Laptop	039-3758	Tablet Android	039-3796	Tablet Android
038-3252	IPAD	038-3757	Laptop	039-3759	Tablet Android	039-3797	Tablet Android
038-3253	IPAD	038-3764	Laptop	039-3760	Tablet Android	039-3798	Tablet Android
038-3291	IPAD	038-3768	Laptop	039-3761	Tablet Android	039-3800	Tablet Android
038-3292	IPAD	038-6386	IPAD	039-3762	Tablet Android	039-3801	Tablet Android

Attachment: Warehouse Recycle-Cann-Scrap for 4-12-16 board meeting (5682 : Req. Approval Recycle, Cannibalize, Scrap Obsolete Fixed

Recycled Property Tagged Items for Board Approval

Property Tag #	Item Description	Property Tag #	Item Description	Property Tag #	Item Description	Property Tag #	Item Description
039-3802	Tablet Android	039-3839	Tablet Android	039-3877	Tablet Android	039-3916	Tablet Android
039-3803	Tablet Android	039-3840	Tablet Android	039-3878	Tablet Android	039-3917	Tablet Android
039-3804	Tablet Android	039-3841	Tablet Android	039-3879	Tablet Android	039-3918	Tablet Android
039-3805	Tablet Android	039-3842	Tablet Android	039-3881	Tablet Android	039-3919	Tablet Android
039-3806	Tablet Android	039-3843	Tablet Android	039-3882	Tablet Android	039-3920	Tablet Android
039-3807	Tablet Android	039-3844	Tablet Android	039-3883	Tablet Android	039-3921	Tablet Android
039-3808	Tablet Android	039-3845	Tablet Android	039-3884	Tablet Android	039-3923	Tablet Android
039-3809	Tablet Android	039-3846	Tablet Android	039-3885	Tablet Android	039-3924	Tablet Android
039-3810	Tablet Android	039-3847	Tablet Android	039-3886	Tablet Android	039-3925	Tablet Android
039-3811	Tablet Android	039-3848	Tablet Android	039-3887	Tablet Android	039-4020	CPU
039-3812	Tablet Android	039-3849	Tablet Android	039-3888	Tablet Android	039-7136	Netbook
039-3813	Tablet Android	039-3850	Tablet Android	039-3889	Tablet Android	039-7137	Laptop
039-3814	Tablet Android	039-3851	Tablet Android	039-3890	Tablet Android	039-7138	Netbook
039-3815	Tablet Android	039-3852	Tablet Android	039-3891	Tablet Android	039-7139	Laptop
039-3816	Tablet Android	039-3853	Tablet Android	039-3892	Tablet Android	039-7140	Laptop
039-3817	Tablet Android	039-3854	Tablet Android	039-3893	Tablet Android	039-7141	Laptop
039-3818	Tablet Android	039-3855	Tablet Android	039-3894	Tablet Android	039-7142	Laptop
039-3819	Tablet Android	039-3856	Tablet Android	039-3895	Tablet Android	039-7717	Netbook
039-3820	Tablet Android	039-3857	Tablet Android	039-3896	Tablet Android	039-7718	Netbook
039-3821	Tablet Android	039-3858	Tablet Android	039-3897	Tablet Android	039-7739	CPU
039-3822	Tablet Android	039-3859	Tablet Android	039-3898	Tablet Android	039-7740	CPU
039-3823	Tablet Android	039-3860	Tablet Android	039-3900	Tablet Android	039-7741	CPU
039-3824	Tablet Android	039-3861	Tablet Android	039-3901	Tablet Android	039-7742	CPU
039-3825	Tablet Android	039-3862	Tablet Android	039-3902	Tablet Android	039-7743	CPU
039-3826	Tablet Android	039-3863	Tablet Android	039-3903	Tablet Android	039-7744	CPU
039-3827	Tablet Android	039-3864	Tablet Android	039-3904	Tablet Android	039-7745	CPU
039-3828	Tablet Android	039-3865	Tablet Android	039-3905	Tablet Android	039-7746	CPU
039-3829	Tablet Android	039-3866	Tablet Android	039-3906	Tablet Android	039-7748	CPU
039-3830	Tablet Android	039-3867	Tablet Android	039-3907	Tablet Android	039-7749	CPU
039-3831	Tablet Android	039-3868	Tablet Android	039-3908	Tablet Android	039-7750	CPU
039-3832	Tablet Android	039-3869	Tablet Android	039-3909	Tablet Android	039-7751	CPU
039-3833	Tablet Android	039-3871	Tablet Android	039-3910	Tablet Android	039-7910	Tablet Android
039-3834	Tablet Android	039-3872	Tablet Android	039-3911	Tablet Android	039-7911	Tablet Android
039-3835	Tablet Android	039-3873	Tablet Android	039-3912	Tablet Android	039-7912	Tablet Android
039-3836	Tablet Android	039-3874	Tablet Android	039-3913	Tablet Android	039-7913	Tablet Android
039-3837	Tablet Android	039-3875	Tablet Android	039-3914	Tablet Android	039-8739	Laptop
039-3838	Tablet Android	039-3876	Tablet Android	039-3915	Tablet Android	039-9586	Laptop

Attachment: Warehouse Recycle-Cann-Scrap for 4-12-16 board meeting (5682 : Req. Approval Recycle, Cannibalize, Scrap Obsolete Fixed

Recycled Property Tagged Items for Board Approval

Property Tag #	Item Description	Property Tag #	Item Description	Property Tag #	Item Description	Property Tag #	Item Description
039-9915	CPU	040-5090	Laptop	042-2160	Laptop	300-4890	CPU
039-9916	Tablet Android	040-5261	Laptop	042-2161	Laptop	300-4955	CPU
040-0806	Laptop	040-5271	Laptop	042-2162	Laptop	300-5002	CPU
040-1872	IPAD	040-6334	Laptop	042-2163	Laptop	300-5102	Desktop
040-3041	Macbook	040-6355	Laptop	042-2165	Laptop	300-5128	Desktop
040-3044	Macbook	040-6357	Laptop	042-2166	Laptop	300-5147	Desktop
040-3046	Macbook	040-6360	Laptop	042-2167	Laptop	300-5151	Desktop
040-3047	Macbook	040-6362	Laptop	042-2171	Laptop	300-5207	Desktop
040-3049	Macbook	040-6367	Laptop	042-2176	Laptop	300-5224	Desktop
040-3050	Macbook	040-6394	Laptop	042-2177	Laptop	300-6275	CPU
040-3054	Macbook	040-6420	Laptop	042-2178	Laptop	300-6291	CPU
040-3055	Macbook	040-6787	Laptop	042-2183	Laptop	300-6292	CPU
040-3056	Macbook	040-6809	Laptop	042-2185	Laptop	300-6294	CPU
040-3058	Macbook	040-7302	Laptop	042-2186	Laptop	300-6295	CPU
040-3059	Macbook	040-7314	Laptop	042-2187	Laptop	300-6298	CPU
040-3061	Macbook	040-7559	Laptop	042-2188	Laptop	300-6300	CPU
040-3062	Macbook	040-8367	Security Cart	042-2194	Laptop	300-6301	CPU
040-3070	Macbook	041-4623	Laptop	042-2425	Laptop	300-6401	CPU
040-3788	Laptop	041-4642	Laptop	042-2612	All in One	300-6402	CPU
040-3937	Laptop	041-4655	Laptop	042-2618	All in One	300-6403	CPU
040-3938	Laptop	041-5411	Laptop	042-3252	Laptop	300-6445	CPU
040-3939	Laptop	041-6048	Laptop	042-3811	Laptop	300-7074	All in One
040-3945	Laptop	041-6451	Laptop	042-4297	Laptop	300-8084	CPU
040-3946	Laptop	041-6453	Laptop	042-4612	CPU	300-8090	CPU
040-3947	Laptop	041-8324	Laptop	042-4618	Laptop	300-8093	CPU
040-3954	Laptop	042-0782	All in One	042-9761	Laptop	300-8148	CPU
040-3955	Laptop	042-2149	Laptop	042-9875	Laptop	300-8557	Laptop
040-3960	Laptop	042-2150	Laptop	043-0359	All in One	300-8614	Laptop
040-3963	Laptop	042-2151	Laptop	043-1330	Laptop	300-8618	Laptop
040-3964	Laptop	042-2152	Laptop	043-3447	Laptop	300-8647	Laptop
040-3967	Laptop	042-2153	Laptop	043-3448	Laptop	300-8648	Laptop
040-4171	Laptop	042-2154	Laptop	043-3452	Laptop	301-1625	Laptop
040-4449	Laptop	042-2155	Laptop	043-3454	Laptop	301-1628	Laptop
040-4492	Laptop	042-2156	Laptop	043-3489	Laptop	301-3486	Netbook
040-4493	Laptop	042-2157	Laptop	043-3490	Laptop	301-3488	Netbook
040-4497	Laptop	042-2158	Laptop	043-3494	Laptop	301-5408	CPU
040-4738	Laptop	042-2159	Laptop	300-0276	Netbook	304-9228	Netbook

Attachment: Warehouse Recycle-Cann-Scrap for 4-12-16 board meeting (5682 : Req. Approval Recycle, Cannibalize, Scrap Obsolete Fixed

Recycled Property Tagged Items for Board Approval

Property Tag #	Item Description	Property Tag #	Item Description	Property Tag #	Item Description	Property Tag #	Item Description
304-9229	Netbook	305-5254	Laptop	910-2872	Netbook	910-2910	Netbook
304-9233	Netbook	305-5259	CPU	910-2873	Netbook	910-2911	Netbook
304-9281	Desktop	305-5276	Netbook	910-2874	Netbook	910-2912	Netbook
304-9282	Desktop	305-5297	Netbook	910-2875	Netbook	910-2914	Netbook
304-9288	Desktop	305-5309	CPU	910-2876	Netbook	910-2915	Netbook
304-9305	Desktop	305-5559	Netbook	910-2877	Netbook	910-3024	Netbook
304-9320	Desktop	305-5560	Netbook	910-2878	Netbook	910-3026	Netbook
304-9321	Desktop	305-5577	Netbook	910-2879	Netbook	910-3027	Netbook
304-9334	Desktop	305-5578	Netbook	910-2880	Netbook	910-3029	Netbook
304-9345	Desktop	307-8449	Netbook	910-2881	Netbook	910-3030	Netbook
304-9346	Desktop	307-8467	Netbook	910-2882	Netbook	910-3031	Netbook
304-9361	Desktop	307-8469	Netbook	910-2883	Netbook	910-3032	Netbook
304-9384	Desktop	307-8472	Netbook	910-2884	Netbook	910-3033	Netbook
304-9398	Desktop	307-8475	Netbook	910-2885	Netbook	910-3034	Netbook
304-9400	Desktop	307-8487	Netbook	910-2886	Netbook	910-3035	Netbook
304-9407	Desktop	307-8507	Netbook	910-2887	Netbook	910-3036	Netbook
304-9607	Netbook	307-8517	Netbook	910-2888	Netbook	910-3037	Netbook
304-9617	Netbook	307-8518	Netbook	910-2889	Netbook	910-3038	Netbook
304-9628	Netbook	307-8520	Netbook	910-2890	Netbook	910-3042	Netbook
304-9862	CPU	308-0646	Netbook	910-2891	Netbook	910-3044	Netbook
305-0619	CPU	308-0647	Netbook	910-2892	Netbook	910-3046	Netbook
305-0659	CPU	308-0656	Netbook	910-2893	Netbook	910-3047	Netbook
305-2678	CPU	308-0663	Netbook	910-2894	Netbook	910-3048	Netbook
305-3979	Netbook	308-0668	Netbook	910-2895	Netbook	910-3049	Netbook
305-3986	Netbook	308-0674	Netbook	910-2896	Netbook	910-3050	Netbook
305-3989	Netbook	910-2860	Netbook	910-2897	Netbook	910-3051	Netbook
305-3991	Netbook	910-2861	Netbook	910-2898	Netbook	910-3053	Netbook
305-3999	Netbook	910-2862	Netbook	910-2899	Netbook	910-3056	Netbook
305-4029	Netbook	910-2863	Netbook	910-2900	Netbook	910-3057	Netbook
305-4031	Netbook	910-2864	Netbook	910-2901	Netbook	910-3058	Netbook
305-4228	Netbook	910-2865	Netbook	910-2902	Netbook	910-3060	Netbook
305-4526	Netbook	910-2866	Netbook	910-2903	Netbook	910-3061	Netbook
305-4660	Netbook	910-2867	Netbook	910-2904	Netbook	910-3062	Netbook
305-4664	Netbook	910-2868	Netbook	910-2905	Netbook	910-3063	Netbook
305-4667	Netbook	910-2869	Netbook	910-2907	Netbook	910-3064	Netbook
305-4669	Netbook	910-2870	Netbook	910-2908	Netbook	910-3065	Netbook
305-4671	Netbook	910-2871	Netbook	910-2909	Netbook	910-3066	Netbook

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Recycled Property Tagged Items for Board Approval

Property Tag #	Item Description	Property Tag #	Item Description	Property Tag #	Item Description	Property Tag #	Item Description
910-3067	Netbook	911-2130	Netbook	911-3402	Netbook		
910-8628	CPU	911-2132	Netbook	911-3405	Netbook		
910-8654	All in One	911-2133	Netbook	911-3409	Netbook		
911-2085	Netbook	911-2135	Netbook	911-3411	Netbook		
911-2086	Netbook	911-2136	Netbook	911-3412	Netbook		
911-2088	Netbook	911-2138	Netbook	911-3413	Netbook		
911-2089	Netbook	911-2139	Netbook	911-3414	Netbook		
911-2092	Netbook	911-2140	Netbook	911-3416	Netbook		
911-2093	Netbook	911-2141	Netbook	911-3417	Netbook		
911-2094	Netbook	911-2144	Netbook	911-3418	Netbook		
911-2095	Netbook	911-2147	Netbook	911-3422	Netbook		
911-2096	Netbook	911-2148	Netbook	911-3423	Netbook		
911-2097	Netbook	911-2149	Netbook	911-3425	Netbook		
911-2098	Netbook	911-2150	Netbook	911-3426	Netbook		
911-2099	Netbook	911-2151	Netbook	911-3427	Netbook		
911-2100	Netbook	911-2158	Netbook	911-3428	Netbook		
911-2101	Netbook	911-2160	Netbook	911-3429	Netbook		
911-2102	Netbook	911-2161	Netbook	911-3430	Netbook		
911-2103	Netbook	911-2162	Netbook	911-3431	Netbook		
911-2104	Netbook	911-2164	Netbook	911-3432	Netbook		
911-2105	Netbook	911-2166	Netbook	911-4058	Laptop		
911-2106	Netbook	911-3377	Netbook	911-4065	Laptop		
911-2107	Netbook	911-3378	Netbook				
911-2109	Netbook	911-3380	Netbook				
911-2112	Netbook	911-3381	Netbook				
911-2114	Netbook	911-3382	Netbook				
911-2115	Netbook	911-3383	Netbook				
911-2116	Netbook	911-3384	Netbook				
911-2119	Netbook	911-3387	Netbook				
911-2120	Netbook	911-3389	Netbook				
911-2122	Netbook	911-3391	Netbook				
911-2123	Netbook	911-3392	Netbook				
911-2124	Netbook	911-3393	Netbook				
911-2126	Netbook	911-3394	Netbook				
911-2127	Netbook	911-3395	Netbook				
911-2128	Netbook	911-3396	Netbook				
911-2129	Netbook	911-3401	Netbook				

Attachment: Warehouse Recycle-Cann-Scrap for 4-12-16 board meeting (5682 : Req. Approval Recycle, Cannibalize, Scrap Obsolete Fixed

ADOPTED

REQUEST FOR APPROVAL (ID # 5668)

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

ATTACHMENTS:

- Bids 4-12-16 (PDF)

PURCHASING AGENDA SUMMARY

April 12, 2016

(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>
16-968-180	HVAC Digital Controls System Replacement	LRB	N/A	Joseph Carwise M/S Doug Schoel	0375/0531	3500/3038	Automated Building Control Systems, Inc.	274,000.00	274,000.00	
16-515-125	Landscape Maintenance Equipment Parts	LRB	2 yrs.	Maintenance Dept. Rodger Williams	0100/5370		Quality Mowers, Inc. (Briggs & Stratton, Kawasaki, McCrane, Peerless(Techumse, Stihl) Everglades Farm Equipment Co., Inc. (Bush Hog, John Deere) Doudna's Seminole Mower, Inc. (Echo, Honda, Power Trim) Royal Edger & Mower Co., Inc. (Ferris) Northeast Mowers (Kohler, Toro (Lawn Boy)	Unknown	250,000.00 (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

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Attachment: Bids 4-12-16 (5668 : Bids)

PURCHASING AGENDA SUMMARY

April 12, 2016

(School Board Meeting Date)

Key to Bid Categories: **CAN** = Bid Cancellation, **CB** = Co-op Bid, **CT** = Contract Termination, **DN** = Direct Negotiation, **ER** = Emergency Ratification, **EX** = Bid Extension, **HPS** = Highest Point Score, **LRB** = Lowest Responsive Bid, **PB** = Piggy-Back Bid, **PS** = Professional Services, **RA** = Revised Award, **RB** = Re-Award Bid, **REJ** = Bid Rejection, **RFP** = Request for Proposal, **RN** = Bid Renewal, **SC** = State Contract, **SP** = Sale of Property, **SS** = Sole Source

BID NUMBER	BID TITLE	BID CAT.	BID TERM	DESTINATION / REQUESTER	*FUND/ CC	**PROJECT /SUBPROJ	RECOMMENDED VENDOR	TOTAL \$ by VENDOR	TOTAL \$ of BID	COMMENTS
16-154-112	Doors & Frames: Commercial	LRB	2 yrs.	Maintenance Dept. Rodger Williams	0100/5370		Cardinal Door & Hardware, Inc.	200,000.00	200,000.00 (maximum estimate)	
16-725- 179-PB	Radio Communication Equipment: Installation, Inspection and Repair	PB	59.5 Months	Vehicle Maintenance Dept. Wade Hutchins	0100/5900		Suncoast Communications and Electronics, Inc.	250,000.00	250,000.00 (maximum estimate)	<i>Rationale:</i> Piggybacking Pinellas County Contract #156- 0149-B (RG)
16-968-127	Sanitary Sewer Restoration	REJ	N/A	Tarpon M/S Keith Williams						<i>Rationale:</i> Only one bid was received and it was over the budgeted amount. Project will be re-bid at a later date.
16-165- 140-RN	Continental Refrigeration Food Service Equipment	RN	1 yr.	Food Service Dept. Lynn Geist	0410/5470	9502	Johnson Lancaster Sales, LLC	150,000.00	150,000.00 (estimate)	

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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>
16-968-181-SC	Floor Covering with Related Supplies, Equipment & Services	SC	1 yr.	County Wide Rodger Williams	Various	Various	Bentley Prince Street Continental Flooring Company Interface Americas Milliken Services Mohawk Carpet Dist. Shaw Industries Tandus Flooring	Unknown	700,000.00 (estimate)	<i>Rationale:</i> Utilizing the State of Florida Contract ACS#360-240-12-1-NJPA.
16-205-176-SS	Sole Source Software License Renewal	SS	1 yr.	Elementary Mathematics Dept. Laurel Rotter	0100/5510	1180/6239	Mind Research Institute	264,301.40	264,301.40	<i>Rationale:</i> This vendor holds the copyrights and distribution rights for this software.

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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>
16-161-174-SS	Sole Source Diagnostic Scanner Oscilloscope Certification	SS	N/A	PTC-Clearwater Charles Thackrah	0150/4541	9901/6140	Snap-On Industrial	216,377.76	216,377.76	<i>Rationale:</i> Standardizing the Automotive Repair Program at PTC-Clearwater so that all equipment works together seamlessly for classroom instruction and certifications
16-205-175-SS	Sole Source Software Maintenance-Focus- Adult Education	SS	1 yr.	Career, Technical, Adult Education Dept. Mark Hunt	0150/5750	9902	Focus School Software, LLC	86,210.00	86,210.00	<i>Rationale:</i> This vendor is the sole source provider and copyright owner for its Student Information Systems, Custom Programming and Integration Services. This contract is for year 3 of a 5 year contract for support and maintenance fee.

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PURCHASING AGENDA SUMMARY

April 12, 2016

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BID NUMBER	BID TITLE	BID CAT.	BID TERM	DESTINATION / REQUESTER	*FUND/ CC	**PROJECT /SUBPROJ	RECOMMENDED VENDOR	TOTAL \$ by VENDOR	TOTAL \$ of BID	COMMENTS
16-480-186-SS	Sole Source Reading & Marketing Materials	SS	N/A	Elementary Education Shana Rafalski	0100/5510	1180/6247	Capstone Digital	57,401.00	57,401.00	<i>Rationale:</i> The vendor is the sole source provider of myON Reader, a personalized literacy program.

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Attachment: Bids 4-12-16 (5668 : Bids)

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

11.16.a**School Board Meeting of: April 12, 2016****Bid No:** 16-968-180**Bid Title:** HVAC Direct Digital Control 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:** \$ 274,000.00

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

Submitted By: Linda M. Balcombe, CPPO, CPPB
For: Joseph Carwise Middle School
Title: Director, Purchasing Department

Requested By: Michael Hewett
Buyer: Christine Roney
Title: Director, Maintenance Department

Recommended award by vendor as follows:**AUTOMATED BUILDING CONTROL SYSTEMS, INC.**

Provide labor and materials to replace the HVAC Direct Digital Control System in accordance with plans and specifications.

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

11.16.a**School Board Meeting of: April 12, 2016****Bid No:** 16-515-125**Bid Title:** Lawn Maintenance Equipment: Parts**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: 04/22/16 thru 04/21/18☐ N/A - One Time Purchase**Contract Value:** \$ 250,000.00

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	2 - year	

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

 Bidders Solicited: 31
 Bids Received: 6
 Late Bids: 0
 Rejected Bids: 0
☐ 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, Maintenance Department
Buyer: Jason O'Toole**Recommended award by vendor as follows: (see attached)**

Attachment: Bids 4-12-16 (5668 : Bids)

DOUDNA'S SEMINOLE MOWER, INC. (V-7476)

Manufacturer	Discount Deducted From Manufacturer's List Price
Echo	24.00%
Honda	28.00%
Power Trim	8.00%

NORTHEAST MOWERS, INC. (V-5278)

Manufacturer	Discount Deducted From Manufacturer's List Price
Kohler	25.00%
Toro (Lawn Boy)	28.50%

QUALITY MOWERS, INC. (V-1826)

Manufacturer	Discount Deducted From Manufacturer's List Price
Briggs & Stratton	25.00%
Kawasaki	25.00%
Peerless (Techumseh)	10.00%
Stihl	25.00%
McClane	5.00%

ROYAL EDGER & MOWER COMPANY, INC. (V-2936)

Manufacturer	Discount Deducted From Manufacturer's List Price
Ferris	10.00%

EVERGLADES FARM EQUIPMENT CO., INC. (V-26678)

Manufacturer	Discount Deducted From Manufacturer's List Price
John Deere	15.00%
Bush Hog	5.00%

Attachment: Bids 4-12-16 (5668 : Bids)

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

11.16.a**School Board Meeting of: April 12, 2016****Bid No:** 16-154-112**Bid Title:** Doors & Frames: Commercial**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: 04/12/16 thru 04/11/18☐ N/A - One Time Purchase**Contract Value:** \$ 200,000.00

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

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

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

 Bidders Solicited: 10
 Bids Received: 1
 Late Bids: 0
 Rejected Bids: 0
☐ 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, Maintenance Department
Buyer: Jason O'Toole**Recommended award by vendor as follows: (see attached)**

Attachment: Bids 4-12-16 (5668 : Bids)

Provide and deliver commercial doors and frames on a county-wide basis with firm net pricing for the contract period.

CARDINAL DOOR & HARDWARE, INC. (V-17186)

Wood Doors: Structural Composite Lumber *Stave* Core (*no voids*), Stain-grade, full-size Slab.

TERMS Item Number	Description/Dimensions	Product Supplied	Unit Price
15422350	Birch Veneer Door 36"x 80"x 1-3/4"	Mohawk SCL	\$170.90
15422352	Birch Veneer Door 36"x 84"x 1-3/4"	Mohawk SCL	\$175.75

Note: All metal doors shall be prepped for heavy duty cylindrical locks and hinges shall be 4-1/2"

Metal Doors: 18-gauge (Galvanized & Primed) including top caps, **Non-Rated**, (must have Steelcraft's hinge locations).

TERMS Item Number	Description/Dimensions	Product Number Bid	Unit Price
15422343	Door, metal, 36"x 80"	Mesker Mfg. special galv.	\$223.50
15422335	Door, metal, 36"x 84" (RH)	Mesker Mfg. special galv.	\$228.50
15422336	Door, metal, 36"x 84" (LH)	Mesker Mfg. special galv.	\$233.50
15487659	Door, metal, 36"x 84" (RH)	Mesker Mfg. reinforced	\$228.50
15487660	Door, metal, 36"x 84" (LH)	Mesker Mfg. reinforced	\$228.50
N/A	Doors, metal, varying sizes	Mesker Mfg. spec galv.	\$0.10/square inch

Metal Doors: **Labeled One Hour Fire Rated**, including top caps (must have Steelcraft's hinge locations).

TERMS Item Number	Description/Dimensions	Product Number Bid	Unit Price
N/A	Door, metal, 36"x 80"	Mesker Mfg.	\$228.50
N/A	Door, metal, 36"x 84"	Mesker Mfg	\$233.50
N/A	Door, metal, 36"x 84" blank, lock edge/RPD		\$238.58
N/A	Doors, metal, varying sizes	Mesker Mfg	\$0.1000/sq. in.

Astragals (Metal)-galvanized & primed

TERMS Item Number	Description/Dimensions	Manufacturer Bid	Unit Price
N/A	80", Z-Type	Mesker Mfg.	\$29.50
N/A	84", Z-Type	Mesker Mfg.	\$29.50
N/A	Custom sizes, Z-Type	Mesker Mfg.	\$0.40/lin. in.

Transoms (Side Panels): Metal (18-gauge)-galvanized & primed

TERMS Item Number	Description/Dimensions	Manufacturer Bid	Unit Price
15422361	Transom/Side Panel, 1-3/4" thick	Mesker Mfg. special 16 ga. galv.	\$0.1500/sq. in.

Window Kits (without glass)

TERMS Item Number	Description/Dimensions	Manufacturer Bid	Unit Price
15422354	Metal Window Frame 5"x 20" For 1/4" Glass (Screw-in type) Galvanized & Primed	Leslielite	\$45.00
15024601	Metal Window Frame 24"x 30" For 1/4" Glass (Screw-in type) Galvanized & Primed	Leslielite	\$66.00
N/A	Metal Window Frame 24"x 64" For 1/4" Glass (Screw-in type) Galvanized & Primed	Leslielite	\$135.00
N/A	Metal Window Frame, Custom sizes For 1/4" Glass (Screw-in type) Galvanized & Primed	Leslielite	\$0.8500/lin. in.
N/A	Metal Window Frame 5"x 20" For 9/16" Laminate (Snap-in type) Galv. & Primed, Steelcraft N5 or equal	Steelcraft or Equal	\$50.00
N/A	Metal Window Frame 24"x 30" For 9/16" Laminate (Snap-in type) Galv. & Primed, Steelcraft N5 or equal	Steelcraft or Equal	\$77.00

Louvers

TERMS Item Number	Description/Dimensions	Manufacturer Bid	Unit Price
15422360	Metal Louvers, 12"x 12", Galvanized & Primed	Air Louvers	\$56.00
15422362	Metal Louvers, 18"x 18", Galvanized & Primed	Air Louvers	\$73.50
N/A	Metal Louvers, 24"x 64", Galvanized & Primed	Air Louvers	\$283.00
N/A	Metal Louvers, Custom Sizes, Galvanized & Primed	Air Louvers	\$0.44/sq. in.

Attachment: Bids 4-12-16 (5668 : Bids)

Prepping

TERMS Item Number	Description/Dimensions	Unit Price
N/A	Flush Bolt	No Charge
N/A	Mortise Lock	No Charge
N/A	Dutch Door (with 6" shelf both sides or 8" shelf on one side)	\$545.00
N/A	16-Gauge Jamb Cuts (reductions) With factory finished returns (no rough or exposed metal)	No Charge
N/A	Cuts for Louvers & Window Kits (Steel Doors) *Lineal Inches includes both sides of doors.	\$0.11/lin. In.
N/A	RPD- Re-enforcement for Panic Device (Internal) *Prevents door from crushing when installing panic device.	No Charge

Frames

All frames shall have the following preparation: **ASA** (4-7/8" strike), **EMA** (existing masonry opening), **SUA** (set up and arc welded), and **DP** (dimpled and pierced), hot dipped galvanized and primed. All frames are for 1-3/4" doors and shall have rubber silencers.

FRAMES, FLUSH, METAL NON-RATED, WITH 2" FACE, DOUBLE RABBET.

Item Description/Dimensions	Brand Supplied	Unit Price
Door Frame, 5-3/4", Steel, 36" x 80"	Mesker Mfg. 16 ga. galvanized	\$110.00
Door Frame, 5-3/4", Steel, 36" x 84"	Mesker Mfg. 16 ga. galvanized	\$110.00
Door Frame, 4-3/4", Steel, (Varying Sizes)	Mesker Mfg. 16 ga. galvanized	\$0.58/lin. in.
Door Frame, 5-3/4", Steel, (Varying Sizes)	Mesker Mfg. 16 ga. galvanized	\$0.58/lin. in.
Door Frame, 6-3/4", Steel, (Varying Sizes)	Mesker Mfg. 16 ga. galvanized	\$0.60/lin. in.
Door Frame, 7-3/4", Steel, (Varying Sizes)	Mesker Mfg. 16 ga. galvanized	\$0.65/lin. in.
Door Frame, 8-3/4", Steel, (Varying Sizes)	Mesker Mfg. 16 ga. galvanized	\$0.65/lin. in.
Door Frame, 10", Steel, (Varying Sizes)	Mesker Mfg. 16 ga. galvanized	\$0.90/lin. in.
Door Frame, 12", Steel, (Varying Sizes)	Mesker Mfg. 16 ga. galvanized	\$0.90/lin. in.

FRAMES, FLUSH, METAL LABELED ONE HOUR FIRE RATED, WITH 2" FACE, DOUBLE RABBET.

Item Description/Dimensions	Brand Supplied	Unit Price
Door Frame, 5-3/4", Steel, 36" x 80"	Mesker Mfg. 16 ga. galvanized	\$115.00
Door Frame, 5-3/4", Steel, 36" x 84"	Mesker Mfg. 16 ga. galvanized	\$115.00
Door Frame, 4-3/4", Steel, (Varying Sizes)	Mesker Mfg. 16 ga. galvanized	\$0.60/lin. in.
Door Frame, 5-3/4", Steel, (Varying Sizes)	Mesker Mfg. 16 ga. galvanized	\$0.60/lin. in.
Door Frame, 6-3/4", Steel, (Varying Sizes)	Mesker Mfg. 16 ga. galvanized	\$0.62/lin. in.
Door Frame, 7-3/4", Steel, (Varying Sizes)	Mesker Mfg. 16 ga. galvanized	\$0.68/lin. in.
Door Frame, 8-3/4", Steel, (Varying Sizes)	Mesker Mfg. 16 ga. galvanized	\$0.68/lin. in.
Door Frame, 10", Steel, (Varying Sizes)	Mesker Mfg. 16 ga. galvanized	\$0.92/lin. in.
Door Frame, 12", Steel, (Varying Sizes)	Mesker Mfg. 16 ga. galvanized	\$0.92/lin. in.

Attachment: Bids 4-12-16 (5668 : Bids)

Knock-Down Frames

Knock-Down frames have the following preparation: ASA (4-7/8" strike), EMA (existing masonry opening), hot dipped galvanized and primed. All frames are for 1-3/4" doors and shall have **rubber silencers**.

FRAMES, KNOCK-DOWN, METAL, NON-RATED, WITH 2" FACE, DOUBLE RABBET.

Item Description/Dimensions	Brand Supplied	Unit Price
Door Frame, 5-7/8", Steel, 36" x 80" LH & RH	Mesker Mfg. 16 ga. K.D.	\$95.00
Door Frame, 5-7/8", Steel, 36" x 84" LH & RH	Mesker Mfg. 16 ga. K.D.	\$98.00
Door Frame, 4-1/2", Steel, (Varying Sizes)	Mesker Mfg. 16 ga. K.D.	\$0.49/lin. in.
Door Frame, 4-3/4", Steel, (Varying Sizes)	Mesker Mfg. 16 ga. K.D.	\$0.49/lin. in.
Door Frame, 5", Steel, (Varying Sizes)	Mesker Mfg. 16 ga. K.D.	\$0.49/lin. in.
Door Frame, 5-1/2", Steel, (Varying Sizes)	Mesker Mfg. 16 ga. K.D.	\$0.49/lin. in.
Door Frame, 5-5/8", Steel, (Varying Sizes)	Mesker Mfg. 16 ga. K.D.	\$0.49/lin. in.
Door Frame, 5-3/4", Steel, (Varying Sizes)	Mesker Mfg. 16 ga. K.D.	\$0.49/lin. in.
Door Frame, 5-7/8", Steel, (Varying Sizes)	Mesker Mfg. 16 ga. K.D.	\$0.49/lin. in.
Door Frame, 6", Steel, (Varying Sizes)	Mesker Mfg. 16 ga. K.D.	\$0.49/lin. in.
Door Frame, 7-1/8", Steel, (Varying Sizes)	Mesker Mfg. 16 ga. K.D.	\$0.55/lin. in.

FRAMES, KNOCK-DOWN, METAL, LABELED ONE HOUR FIRE RATED, WITH 2" FACE, DOUBLE RABBET.

Item Description/Dimensions	Brand Supplied	Unit Price
Door Frame, 4-1/2", Steel, (Varying Sizes)	Mesker Mfg. 16 ga. K.D. U.L.	\$0.49/lin. in.
Door Frame, 4-3/4", Steel, (Varying Sizes)	Mesker Mfg. 16 ga. K.D. U.L.	0.49/lin. in.
Door Frame, 5", Steel, (Varying Sizes)	Mesker Mfg. 16 ga. K.D. U.L.	0.49/lin. in.
Door Frame, 5-1/2", Steel, (Varying Sizes)	Mesker Mfg. 16 ga. K.D. U.L.	0.49/lin. in.
Door Frame, 5-5/8", Steel, (Varying Sizes)	Mesker Mfg. 16 ga. K.D. U.L.	0.49/lin. in.
Door Frame, 5-3/4", Steel, (Varying Sizes)	Mesker Mfg. 16 ga. K.D. U.L.	0.49lin. in.
Door Frame, 5-7/8", Steel, (Varying Sizes)	Mesker Mfg. 16 ga. K.D. U.L.	0.49/lin. in.
Door Frame, 6", Steel, (Varying Sizes)	Mesker Mfg. 16 ga. K.D. U.L.	0.49/lin. in.
Door Frame, 7-1/8", Steel, (Varying Sizes)	Mesker Mfg. 16 ga. K.D. U.L.	\$0.55/lin. in.

Attachment: Bids 4-12-16 (5668 : Bids)

Bid Title:	Radio Communication Equipment: Installation, Inspection and Repair
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Original Bid No:	N/A
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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:	04/12/2016 thru 03/31/2021	☐ N/A - One Time Purchase
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Contract Value:	\$ 250,000.00
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Contract Type: ☒ Estimated Dollar Amount ☐ Firm, Fixed Dollar Amount ☒ Firm, Fixed Unit Prices ☒ Firm, Fixed Fees or Discounts

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

*** Rationale/Reason**

Piggybacking Pinellas County Contract #156-0149-B (RG)

☐ ***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:** Transportation Department
Title: Director, Purchasing Department

Requested By: Rick McBride **Buyer:** Jason O'Toole
Title: Director, Transportation Department

Recommended award by vendor as follows: (see attached)

SUNCOAST COMMUNICATIONS & ELECTRONICS INC. (V-7035)

Provide and deliver Radio Communications Equipment maintenance, inspection and repair services on an as requested basis with firm net pricing for the contract period.

Description	Unit of Measure	Unit Price
Non-Public Safety Mobile/Control Station Unit	Month	\$6.65
Non-Public Safety Mobile/Control Base Unit	Month	\$10.15
Non-Public Safety Mobile/Control Portable Unit	Month	\$5.30
Public Safety Mobile Front Mount/Control Station Unit	Month	\$7.75
Public Safety Mobile Remote Mount	Month	\$9.90
Public Safety Base Unit	Month	\$11.80
Public Safety Portable Unit	Month	\$7.75
Public Safety Hewlett Packard Data Modems	Month	\$12.50
Replacement/Re-Branded Mobile Unit	Month	\$6.65
Replacement/Re-Branded Portable Unit	Month	\$5.30

Description	Unit of Measure	Unit price
Radio Repair Services (Bench Time)	.5 Hour	\$69.00
Radio Repair Services (In-Shop, Standard Hours)	First Hour	\$100.50
Radio Repair Services (In-Shop, Standard Hours)	Additional Hours	\$69.00
Radio Repair Services (On-Site Service Calls)	Hour	\$113.50
Radio Repair Services-Non-Standard Hours	Hour	\$134.00

Discount from MSRP for Parts	6.00%
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Attachment: Bids 4-12-16 (5668 : Bids)

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

11.16.a**School Board Meeting of: April 12, 2016****Bid No:** 16-968-127**Bid Title:** Sanitary Sewer Restoration**Original Bid No:** N/A

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

Agenda Item Categories:

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

Contract Period:

thru

☒ N/A - One Time Purchase**Contract Value:**

\$ N/A

Contract Type:

- ☐ Estimated Dollar Amount ☐ Firm, Fixed Dollar Amount ☐ Firm, Fixed Unit Prices ☐ Firm, Fixed Fees or Discounts

Renewal Options:

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

*** Rationale/Reason**Only one bid was received and it was over the budgeted amount. Project will be re-bid at a later date.☐ **Reason for Submittal to Board Under Separate Cover:**

Bidders Solicited: 99 Bids Received: 1 Late Bids: 0 Rejected Bids: 0 ☐ N/A - Bids Not Required

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

For: Tarpon Springs Middle School

Requested By: Michael Hewett
Title: Director, Maintenance Department

Buyer: Christine Roney**Recommended award by vendor as follows:**

PURCHASING AGENDA ITEM**11.16.a**

School Board of Pinellas County, Florida

School Board Meeting of: April 12, 2016**Bid No:** 16-165-140-RN**Bid Title:** Continental Refrigeration Food Service Equipment**Original Bid No:** 14-165-192

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: 06/11/16 thru 06/10/17☐ N/A - One Time Purchase**Contract Value:** \$ 150,000.00

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

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

Requested By: Lynn Geist
Title: Director, Food Service Department

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

JOHNSON LANCASTER SALES, LLC. (V-30818)

Provide and deliver **Continental Refrigeration Food Service Equipment** to the Walter Pownall Service Center, Food Service Warehouse per bid specifications.

BID ITEM NO.	DESCRIPTION	UNIT PRICE
1.	Continental Reach-In Refrigerator Model 1R	\$2,809.30
2.	Continental Pass-Thru Refrigerator Model 1R-PT	3,717.91
3.	Continental Two Section Reach-In Refrigerator Model 2R	3,992.95
4.	Continental Two Section Pass-Thru Refrigerator Model 2R-PT	5009.28
5.	Continental Reach-In Freezer Model 1F	3,333.80
6.	Continental Reach-In Freezer Model 2F	4,789.45
7.	Continental Reach-In Warmer Designer Line Model DL1W	3,520.30
8.	Continental Reach-In Warmer Designer Line Model DL2W	5,133.17
9.	Continental Pass Thru Warmer Designer Line Model DL1W-PT	4,201.00
10.	Continental Pass Thru Warmer Designer Line Model DL2W-PT	6,089.91
11.	Continental Milk Cooler Designer Line Model MC3-SCW	1,838.42
12.	Continental Milk Cooler Designer Line Model MC4-SCW	1,951.54
13.	Continental Milk Cooler Designer Line Model MC5-SCW	2,096.29
14.	Continental Milk Cooler Designer Line Model MC3-DCW	1,921.58
15.	Continental Milk Cooler Designer Line Model MC4-DCW	2,106.39
16.	Continental Milk Cooler Designer Line Model MC5-DCW	2,286.49

Discount for Balance on Product Line: 50/10/10/10/3%

Note: Electrical requirements will be determined at time of purchase.

Attachment: Bids 4-12-16 (5668 : Bids)

PURCHASING AGENDA ITEM**11.16.a**

School Board of Pinellas County, Florida

School Board Meeting of: April 12, 2016**Bid No:** 16-968-181-SC**Bid Title:** Floor Covering with Related Supplies,
Equipment & Services**Original Bid No:** N/A

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

Agenda Item Categories:

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

Contract Period: 04/12/16 thru 02/28/17☐ N/A - One Time Purchase**Contract Value:** \$ 700,000.00

Contract Type: ☒ Estimated ☐ Firm, Fixed ☒ Firm, Fixed ☐ Firm, Fixed
 Dollar Amount Dollar Amount Unit Prices 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**Utilizing the State of Florida contract ACS#360-240-12-1-NJPA.☐ **Reason for Submittal to Board Under Separate Cover:**
 Bidders Solicited: ____ Bids Received: ____ Late Bids: ____ Rejected Bids: ____ ☒ N/A - Bids Not Required

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

For: County Wide

Requested By: Michael Hewett
Title: Director of Maintenance

Buyer: Christine Roney**Recommended award by vendor as follows: (see attached)**

Contractors Awarded:

BENTLEY PRINCE STREET
CONTINENTAL FLOORING COMPANY
INTERFACE AMERICAS
MILLIKEN SERVICES
MOHAWK CARPET DISTRIBUTORS
SHAW INDUSTRIES
TANDUS FLOORING US

Pricing

The State of Florida pricing for the manufacturers listed above are posted on the manufacturer's website and available through the link provided below. Instructions for ordering carpeting are also provided at this same link.

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/state_contracts_agreements_and_price_lists/alternate_contract_source/floor_coverings_with_related_supplies_equipment_and_services/price_sheets_and_ordering_instructions

Authorized Dealers/Installation Firms & Manufacturer Representation

Bidders shall include a list of authorized dealers and installation firms with mailing address, telephone numbers, email address, and URL. **Bidders are encouraged to use certified Minority Business Enterprise dealers/installers.** This document will then be uploaded back into the space provided in the Forms Section of this RFX.

In an effort to encourage local and minority representation on this contract, the contractor may assign an authorized dealer or installation partner to receive orders on their behalf. It is the Bidder's responsibility to insure that all customers will be given equal representation and service with the approved dealers. If this ordering option is utilized, the following requirements and qualifications apply:

- o The Manufacturer is ultimately responsible for the complete project (products and installation), REGARDLESS if the orders are received by the Manufacturer or dealer.
- o The Manufacturer shall be held responsible for all requirements of this contract, which include, reporting sales and payment of the 1% transaction fee to MyFloridaMarketPlace.
- o Each dealer named will be responsible for delivery and installation of products, as well as providing needed assistance to Eligible Customers, as defined in Section 163.3164, F.S.
- o Any contract changes must be submitted by the Manufacturer, not the dealer.
- o All contract changes must be approved by State Purchasing prior to implementation.
- o All authorized dealers or installers participating in this contract are required to register in MyFloridaMarketPlace if they will be receiving orders on behalf of the manufacturer.
- o Upon complaint(s) against the Manufacturer or Manufacturer's authorized dealer, State Purchasing may require the Manufacturer to remove this ordering option from their contract.

Attachment: Bids 4-12-16 (5668 : Bids)

School Board Meeting of: **April 12, 2016****Bid File No:** 16-205-176-SS**Bid File Title:** Sole Source Software License Renewal**Contract Period:** 07/01/16 thru 06/30/17☐ N/A - One Time Purchase**Contract Value:** \$ 264,301.40**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:** Shauné Ferguson**Title:** K-5 Mathematics Specialist

Recommended award by vendor as follows: (see attached)

Attachment: Bids 4-12-16 (5668 : Bids)

MIND RESEARCH INSTITUTE V-29268

Item	Qty.	Description	Unit Rate	Total
ST Math unlimited Site license grades K-5	77	Area 1: 19 of 77 schools, \$71,995 Brooker Creek Elementary: \$3,750 Curlew Creek Elementary: \$3,750 Curtis Fund. Elementary: \$3,750 Cypress Woods Elementary: \$3,999 Dunedin Elementary: \$3,750 Eisenhower Elementary: \$3,999 Forest Lakes Elementary: \$3,750 Garrison-Jones Elementary: \$3,750 Highland Lakes Elementary: \$3,750 Lake St George Elementary: \$3,750 Leila G Davis Elementary: \$3,999 McMullen-Booth Elementary: \$3,750 Oldsmar Elementary: \$3,750 Ozona Elementary: \$3,999 Safety Harbor Elementary: \$3,750 San Jose Elementary: \$3,499 Sunset Hills Elementary: \$3,750 Sutherland Elementary: \$3,750 Tarpon Springs Fund. Elem: \$3,750 Area 2: 19 of 77 schools, \$67,489 Anona Elementary: \$3,499 Bardmoor Elementary: \$3,499 Belcher Elementary: \$2,999 Belleair Elementary: \$3,750 Calvin Hunsinger School: \$2,999 Cross Bayou Elementary: \$3,499 Frontier Elementary: \$3,750 Fuguitt Elementary: \$3,750 High Point Elementary: \$2,999 Kings Highway Elementary: \$3,499 Mildred Helms Elementary: \$3,750 Plumb Elementary: \$3,999 Ponce de Leon Elementary: \$3,750 Ridgecrest Elementary: \$3,999 Sandy Lane Elementary: \$2,999 Skycrest Elementary: \$3,750 Southern Oak Elementary: \$3,750 Starkey Elementary: \$3,750 Walsingham Elementary: \$3,499 Area 3: 19 of 77 Schools, \$68,987 Azalea Elementary: \$3,750 Bauder Elementary: \$3,999 Bay Point Elementary: \$3,499		

Attachment: Bids 4-12-16 (5668 : Bids)

		Bay Vista Fund. Elementary: \$3,750 Bear Creek Elementary: \$3,499 Douglas Jamerson Elementary: \$3,750 Gulf Beaches Elementary: \$3,499 Gulfport Elementary: \$2,999 James B Sanderlin IB World: \$3,499 Lakeview Fund. Elementary: \$3,499 Lakewood Elementary: \$3,750 Madeira Beach Fund Elem: \$3,999 Maximo Elementary: \$3,750 Melrose Elementary: \$3,499 Oakhurst Elementary: \$3,999 Orange Grove Elementary: \$3,499 Pasadena Fund. Elementary: \$3,499 Seminole Elementary: \$3,750 Seventy-Fourth St Elementary: \$3,499 Area 4: 20 of 77 Schools, \$69,741 Blanton Elementary: \$3,750 Campbell Park Elementary: \$3,750 Fairmount Park Elementary: \$2,999 John M Sexton Elementary: \$3,499 Lealman Ave Elementary: \$2,999 Lynch Elementary: \$3,750 Marjorie Rawlings Elementary: \$3,750 Mt Vernon Elementary: \$3,499 New Heights Elementary: \$2,999 North Shore Elementary: \$2,999 Northwest Elementary: \$3,750 Perkins Elementary: \$3,750 Pinellas Central Elementary: \$3,750 Pinellas Park Elementary: \$3,750 Richard L Sanders Elementary: \$2,999 Sawgrass Lake Elementary: \$3,750 Shore Acres Elementary: \$3,750 Skyview Elementary: \$2,999 Westgate Elementary: \$3,750 Woodlawn Elementary: \$3,499		
		Description: ST Math Annual Service/Renewal Fee- Small School Site License: • Renew ST Math Gen 5 Software License for unlimited computers and students at the school site + ongoing minor software updates if any • Startup training modules for new features, and Initial Training of new teachers and		

Attachment: Bids 4-12-16 (5668 : Bids)

		principals (included) • Post-Startup Training and Professional Development modules, including video and scheduled live webinars, to improve program knowledge, use and outcomes • Ongoing Best Practices Consulting and Personalized Support through phone, email, Skype or webinar • Monthly Summary Progress Reports at school or district level • Yearly Data Meeting to review the past year and set goals for next year		
Annual Service/Renewal Fee \$2,999	11	2016/2017 Renewal for the following 11 schools: Belcher, Calvin Hunsinger, Fairmount Park, Gulfport Montessori Academy, High Point, Lealman Ave, New Heights, North Shore, Richard L Sanders School, Sandy Lane, Skyview	2,999.00	32,989.00
Annual Service/Renewal Fee- \$3,499	18	2016/2017 Renewal for the following 18 schools: Anona, Bardmoor, BayPoint, Bear Creek, Cross Bayou, Gulf Beaches, James B Sanderlin IB World, John M Sexton, Kings Highway, Lakeview Fundamental, Melrose, Mt Vernon, Orange Grove, Pasadena Fundamental, San Jose, Seventy-Fourth St, Walsingham, Woodlawm	3,499.00	62,982.00
Annual Service/Renewal Fee-\$3,750	39	2016/2017 Renewal for the following 39 schools: Azalea, Bay Vista Fundamental, Belleair, Blanton, Brooker Creek, Campbell Park, Curlew Creek, Curtis Fundamental, Douglas L Jamerson, Dunedin, Forest Lakes, Frontier, Fuguitt, Garrison-Jones, Highland Lakes, Lake St George, Lakewood, Lynch, Marjorie Rawlings, Maximo, McMullen-Booth, Mildred Helms, Northwest, Oldsmar, Perkins, Pinellas Central, Pinellas Park, Ponce de Leon, Safety Harbor, Sawgrass Lake,	3,750	146,250.00

Attachment: Bids 4-12-16 (5668 : Bids)

		Seminole, Shore Acres, Skycrest, Southern Oak, Starkey, Sunset Hills, Sutherland, Tarpon Springs, Westgate		
Annual Service/Renewal Fee- \$3,999	9	2016/2017 Renewal for the following 9 schools: Bauder, Cypress Woods, Eisenhower, Leila G Davis, Madeira Beach, Oakhurst, Ozona, Plumb, Ridgecrest	3,999.00	35,991.00
SUBTOTAL				278,212.00
5% Discount applies ONLY if purchase order is received and invoiceable prior to May 31, 2016			-5.00%	-13,910.60
GRAND TOTAL				\$264,301.40

Attachment: Bids 4-12-16 (5668 : Bids)

School Board Meeting of: **April 12, 2016****Bid File No:** 16-060-174-SS**Bid File Title:** Sole Source Diagnostic
Scanner Oscilloscope
Certification**Contract Period:**

thru

☒ N/A - One Time Purchase**Contract Value:** \$ 216,377.76**Contract Type:**☐ Estimated
Dollar Amount☒ Firm, Fixed
Dollar Amount☒ Firm, Fixed
Unit Prices☐ Firm, Fixed
Fees or Discounts*** Rationale/Reason**

Standardizing the Automotive Repair Program at PTC-Clearwater so that all equipment works together seamlessly for classroom instruction and certifications. Prior to a recommendation being presented for approval by the board, an invitation to receive proposals for like or identical commodities and/or services was posted for 7 calendar days in the manner prescribed by SBR 6A-1.012 (12) (d) unless the specific purchase being recommended here qualified as "exempt" under another section of this rule. No other vendor proposals were received in response to this invitation.

Submitted By: Linda M. Balcombe, CPPO, CPPB
Title: Director, Purchasing Department**For:** PTC-Clearwater**Requested By:** Mark Hunt
Title: Executive Director, CTAE Department**Buyer:** Jason O'Toole**Recommended award by vendor as follows:** (see attached)

Attachment: Bids 4-12-16 (5668 : Bids)

SNAP-ON INDUSTRIAL (V-14971)

ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
KRSC46HSTECH	STECH WRAPPED BOX	4	\$2,210.00	\$8,840.00
EAA0418L04A	DOCKING STATION, VERSUS EDGE	4	\$281.99	\$1,127.96
EAK0294B09A	KIT, IGNITION LEAD (FOR MODIS-STANDARD AND VERSUS)	12	\$110.99	\$1,331.88
EEMS301A05	ADAPTOR, SPLIT LEAD	12	\$28.49	\$341.88
EEMS330P14IN	VERSUS EDGE 15.4 IN	12	\$7,311.75	\$87,741.00
EEPV302AL	KIT, TRANSDUCER, 0-100 PSI	4	\$239.99	\$959.96
EEPV302AT	KIT, TRANSDUCER, 0-500 PSI	4	\$239.99	\$959.96
EESP330EU	VERSUS EDGE EURO SW INSTALLER	8	\$509.25	\$4,074.00
EESP330EUA	VERSUS EDGE SURO SW W/ADAPTERS	8	\$771.75	\$6,174.00
EESX306A	GENERATOR, DIAGNOSTIC WAVEFORM, MODIS™ SYSTEM/VANTAGE®	20	\$55.24	\$1,104.80
EETA308D	LOW AMPS PROBE	8	\$237.24	\$1,897.92
JKRR46GW55	RUBBER MAT W/EDGE, 40.5IN X 20IN	4	\$68.90	\$275.60
STECH46INLAY	STECH INLAY FOR 46G BOX	4	\$143.17	\$572.68
EESC320P14IN	SOLUS EDGE 15.4	8	\$2,921.25	\$23,370.00
TPMS3PRG	PROG SENS ADD/ON PK	4	\$123.47	\$493.88
BK8000	AUTO-WIRELESS/VIDEO INSPECT UNIT	4	\$760.47	\$3,041.88
EAK0301B10A	COMPLETE OBDI ADAPTER KIT	4	\$365.24	\$1,460.96
TPMS3PRG	TIRE SENSOR SYSTEM TOOL	4	\$1,098.47	\$4,393.88
TPMS3U	TPMS3 SOFTWARE UPDATE	4	\$159.25	\$637.00
EEMS328P14IN	MODIS ULTRA 15.4	4	\$4,496.25	\$17,985.00
AAU2652	GM J1850 OBDII SYS TRNR	2	\$12,950.00	\$25,900.00
AAU1772	GM ELEC IGN TRNR FAULTED	2	\$5,525.00	\$11,050.00
AAUTFM	FLOOR MODEL LEGS	2	\$630.00	\$1,260.00
AAUTFMJ	FLOOR MODEL LEGS	2	\$420.00	\$840.00
AAU670	INJ PUMP SYS TRNR	2	\$2,850.00	\$5,700.00
FOMSC46BY	FOAM CUT BLK-YEL KRSC46	4	\$1,210.88	\$4,843.52
			GRAND TOTAL	\$216,377.76

Attachment: Bids 4-12-16 (5668 : Bids)

School Board Meeting of: **April 12, 2016****Bid File No:** 16-205-175-SS**Bid File Title:** Sole Source Software
Maintenance-Focus-Adult
Education**Contract Period:** 04/01/16 thru 03/31/17☐ N/A - One Time Purchase**Contract Value:** \$ 86,210.00**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 source provider and copyright owner for its Student Information Systems, Custom Programming and Integration Services. This contract is for year 3 of a 5 year contract for support and maintenance fee.

Submitted By: Linda M. Balcombe, CPPO, CPPB**For:** Career, Technical and
Adult Education**Title:** Director, Purchasing Department**Requested By:** Mark Hunt**Buyer:** Shauné Ferguson**Title:** Executive Director
Career, Technical and Adult Education**Recommended award by vendor as follows:****FOCUS SCHOOL SOFTWARE LLC V-26900**

Year 3 of 5-year contract

SUPPORT AND MAINTENANCE FEE	RATE	UNITS	COST
Third Year Maintenance	4.00	17,242	68,968.00
Annual Hosting	1.00	17,242	17,242.00
TOTAL:			\$86,210.00

Attachment: Bids 4-12-16 (5668 : Bids)

School Board Meeting of: **April 12, 2016****Bid File No:** 16-480-186-SS**Bid File Title:** Sole Source Reading & Marketing Materials**Contract Period:** thru ☒ N/A - One Time Purchase**Contract Value:** \$ 57,401.00**Contract Type:** ☐ Estimated Dollar Amount ☒ Firm, Fixed Dollar Amount ☐ Firm, Fixed Unit Prices ☐ Firm, Fixed Fees or Discounts*** Rationale/Reason**

The vendor is the sole source provider of myON reader, a personalized literacy program.. Prior to a recommendation being presented for approval by the board, an invitation to receive proposals for like or identical commodities and/or services was posted for 7 calendar days in the manner prescribed by SBR 6A-1.012 (12) (d) unless the specific purchase being recommended here qualified as "exempt" under another section of this rule. No other vendor proposals were received in response to this invitation.

Submitted By: Linda M. Balcombe, CPPO, CPPB **For:** Elementary Education
Title: Director, Purchasing Department**Requested By:** Shana Rafalski **Buyer:** Shauné Ferguson
Title: Executive Director, Elementary Education

Recommended award by vendor as follows:

Attachment: Bids 4-12-16 (5668 : Bids)

CAPSTONE DIGITAL V-30691

Item	Qty.	Price
myOn for all Elementary, Middle & High sites	116	0.00
Bags	300	400.00
Frisbees	250	300.00
T-Shirts	100	600.00
Movie Passes	100	850.00
Books	5,000	12,500.00
Posters	500	900.00
Bookmarks	4,000	100.00
Tattoos	2,000	201.00
Tablets	5	550.00
Marketing*		40,000.00
Street Team Supplies		500.00
Community Breakfast Supplies		500.00
Grand Total		\$57,401.00

***Marketing Summary**

Street Team- 5 students for 6 weeks Monday-Thursday

Outdoor Advertising- Billboards in target neighborhoods

Signal Advertising- Bus shelters

Project management & coordination

Attachment: Bids 4-12-16 (5668 : Bids)



License Agreement

For Capstone Digital Products and Professional Services

The terms and conditions contained in this document (the "Standard Terms") apply to any sales by Capstone Publishers d/b/a Capstone Digital (sometimes referred to in this document as "We", "Us", and "Our") of license rights to software products and associated professional services. These Standard Terms are an integral part of an agreement (the "Agreement") between Us and the Customer (referred to as "You" and "Your") identified on a Capstone Digital Order Form (an "Order Form"). The Agreement consists of (in order of precedence) an Order Form, these Standard Terms, and any documents incorporated by reference into either the Order Form or Standard Terms (including those incorporated by hyperlink reference). You acknowledge that the Order Form and the Standard Terms will supersede and replace any conflicting provisions in Your purchase order or other purchasing documents. The Agreement will be effective as of the Order Date specified on the Order Form and will be binding when the Order Form has been signed by Your authorized representative. These Standard Terms may only be superseded by other terms and conditions You and We have specifically documented in a signed order form.

- 1.0 **CAPSTONE DIGITAL SOFTWARE.** The following terms and conditions will apply to the Software listed on the Order Form. During the Subscription Term, We grant You: A limited license to have Your Users access and use the Subscription Software and associated Documentation solely for Your internal educational purposes.

1.1 **Maintenance and Access.** During the Subscription Period, We will maintain the Subscription Software on Our data center servers and will use commercially reasonable efforts to make the Subscription Software available (subject to routine maintenance windows) to You and Your Users via the Internet 24 hours a day, 7 days a week. All access rights for You and Your Users will be via the worldwide web using a browser and Internet connection compliant with the System Requirements (described in section 1.5).

1.2 **Outage Periods.** The term "Outage Period" applies to Subscription Software and means a period of more than 48 consecutive hours in which Your Users are prevented from accessing the Subscription Software due to factors within Our control. Outage Periods exclude (a) planned downtime (for which We will give at least 8 hours notice by publishing maintenance windows on the login pages; or (b) any unavailability caused by an event of Force Majeure. In the unlikely event an Outage Period occurs, upon Your written request we will issue you a credit for the pro-rated share (based on the number of days of any Outage Period in the applicable month) of fees You have paid for the month during which the Outage Period occurs. Your request for this credit must be made within 30 days after the end of the Outage Period. You will not be entitled to this credit for any period during which You are in breach of this Agreement. Your sole and exclusive remedy for an Outage Period will be the credit described in this subsection.

1.3 **General License Terms.** All of the above license grants are specifically subject to the following general terms and conditions:

- 1.3.1 All license grants to access and use Capstone Digital Software and Documentation are non-exclusive, non-transferable and non-assignable.
- 1.3.2 All licenses granted are under intellectual property rights in the Capstone Digital Software and Documentation, including copyrights and trade secrets, which We either own or have licensed from third parties. We and our licensors own and retain all rights, title and interest in and to the Software and all ideas, concepts, methodologies, formats, specifications, and other know-how furnished by Us or our licensors in connection with this Agreement, as well as all related patents, copyrights, trademarks, trade secrets and other intellectual property rights.
- 1.3.3 All access and use of Software under this Agreement will be subject to Our Privacy Policy, which is expressly made a part of this Agreement.
- 1.3.4 Licenses granted under this Agreement will be automatically revoked if this Agreement is terminated. We reserve the right to revoke any license granted under this Agreement if You fail to promptly cure a material breach of this Agreement after We have provided You with notice of the breach.

1.4 **Restrictions.** You and Your Users will use the Capstone Digital Software and Documentation solely for the purposes stated in the applicable license grants and will not: (i) modify, copy or create derivative works based on the Capstone Digital Software or Documentation; (ii) frame or mirror any content forming part of the Capstone Digital Software or Documentation, other than for Your own internal educational or training purposes; (iii) reverse engineer, decompile or disassemble the Capstone Digital Software; (iv) access or allow others to access the Capstone Digital Software or Documentation in order to build, market or offer a competitive product or service, or copy any ideas, features, functions or graphics of the Capstone Digital Software; (v) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Capstone Digital Software available to any third party, other than to Users or as otherwise contemplated by this Agreement; (vi) send spam or otherwise unsolicited messages in violation of applicable laws; (vii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights; (viii) intentionally send or store any viruses, worms, time bombs, Trojan horses or other harmful or malicious code, files, scripts, agents or programs; (ix) interfere with or disrupt the integrity or performance of the Capstone Digital Software or the data contained therein; or (x) attempt to gain unauthorized access to the Capstone Digital Software or its related systems or networks.



1.5 System Requirements. You acknowledge receipt of Our System Requirements document which details the necessary hardware, system configuration, network infrastructure, and bandwidth requirements to successfully operate and use the Capstone Digital Software. The System Requirements are subject to periodic change without notice. You also acknowledge that You are responsible for the cost, operation and availability of, and compliance of Your Users with, all elements of the System Requirements.

1.6 Responsibility for User Activity. You are responsible for all activities that occur in User accounts and for compliance by Your Users with these Standard Terms. You will (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (ii) provide user information to Capstone if bulk importing is required. Capstone will limit the distribution of Your User accounts to employees and contractors associated with Your account; (iii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Capstone Digital Software, and notify Us promptly of any such unauthorized access or use; and (iv) in connection with this Agreement, comply (and ensure compliance by Your Users) with all applicable local, state and federal laws, rules and regulations, including but not limited to the Children's Online Privacy Protection Act ("COPPA") and the Family Educational Rights and Privacy Act ("FERPA").

1.7 Intellectual Property

1.7.1 Reservation of Rights. The Capstone Digital Software We are providing is licensed to You, not sold. Subject to the limited rights expressly granted to You and Your Users under these Standard Terms, We reserve all rights, title and interest in and to the Capstone Digital Software and Documentation, including all related intellectual property rights (except for those owned by our third party vendors, which are reserved to them). No rights are granted to You or Your Users hereunder other than as expressly specified in these Standard Terms.

1.7.2 Rights to Customer Data. Customer Data is deemed Your Confidential Information under this Agreement. You hereby grant Us a nonexclusive license to use, modify, communicate and distribute the Customer Data solely for the purpose of performing Our obligations to You as specified by the Agreement.

1.7.3 Suggestions. We will have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Capstone Digital Software any suggestions, enhancement requests, recommendations or other feedback provided by You or Your Users.

1.8 Limited Warranty for Software Products. Subject to the terms of section 3.4, We warrant that the Subscription Software will perform in substantial accordance with the applicable Documentation during the Subscription Term. This warranty is contingent on the authorized use of the Software in accordance with the applicable Documentation. If We breach this express warranty, We will at our option and expense: (a) as soon as commercially practical, consistent with industry practice, modify the affected Capstone Digital Software to conform in all material respects with the applicable Documentation, or (b) provide a replacement for the affected Capstone Digital Software which conforms in all material respects with that Documentation, or (c) accept the return of the affected Capstone Digital Software and refund You the portion of Your purchase price attributable to the returned product. This will be Our sole obligation, and Your sole remedy, with respect to any breach of this warranty. EXCEPT FOR THE EXPRESS WARRANTY PROVIDED IN THIS SECTION, THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY ADDITIONAL WARRANTIES OF ANY KIND. WE DO NOT WARRANT THAT THE LICENSED PROGRAM WILL PERFORM UNINTERRUPTED OR BE ERROR-FREE OR THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET YOUR PARTICULAR REQUIREMENTS OR PURPOSE. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHERS, WHICH VARY FROM JURISDICTION TO JURISDICTION.

2.0 PROFESSIONAL SERVICES. Professional Services listed on the Order Form will be provided subject to the following terms and conditions:

2.1 Statement of Work. If this Agreement includes Professional Services, the Order Form will include a Statement of Work ("SOW") in our standard form and a description of the Professional Services. The SOW will define and communicate the goals, scope of services, work plan, and roles and responsibilities of each party as they relate to the delivery of Our Professional Services. The SOW will be governed by the terms of this Agreement.

2.2 Mutual Cooperation. We mutually agree to cooperate with each other in a professional and courteous manner in the performance of our respective duties in the delivery of Professional Services. We may suspend delivery immediately upon written notice if Your employees or agents fail to act accordingly.

2.3 Changes to SOW and Schedule. Any changes to the scope of work under a SOW will be made by a written amendment to the SOW signed by You and Us prior to implementation of the changes. Changes to the scope of work under a SOW may result in additional fees to You. Any changes You make to previously agreed upon dates for onsite delivery of Professional Services may likewise result in additional charges to You.

2.4 Acceptance of Services and Warranty.

2.4.1 Acceptance. Upon completion of each Professional Services session, We will provide You with an e-mail requesting Your acknowledgement and acceptance of the Professional Services delivered. If You reasonably determine that the Professional Services have not met the objectives and expectations outlined in the SOW, You must provide Us written notice specifying any deficiencies in detail within 10 business days after our request. We will use reasonable commercial efforts to cure any such deficiencies promptly and then resubmit the sign-off form for Your signature. If You do not provide notice of any deficiencies to Us within the 10 day period, Your acceptance of the Professional Services will be considered final. If the objectives and expectations stated in the SOW are subsequently determined by the parties to be inappropriate or to require



- modification due to changed circumstances, incorrect assumptions or other reasons at the time of actual delivery, You and We will cooperate in good faith to appropriately modify such requirements.
- 2.4.2 **Warranty.** We warrant that the Professional Services We provide will be performed in a worker-like manner, in accordance with generally accepted industry standards. For any material breach of this service warranty reported within 30 days after acceptance (under the preceding subsection), We will provide additional Professional Services at Our expense in an effort to promptly cure the breach.
 - 2.4.3 **Failure to Cure.** If You give us notice of a material deficiency under subsection 3.4.1 or of a material breach under subsection 3.4.2, and we are unable to cure the deficiency or breach within 60 days after Your notice, You may terminate the directly affected portions of serviced covered by the applicable SOW and obtain a refund of amounts You have paid for the terminated services.
 - 2.4.4 **Sole remedies.** The remedies specified in this section 3.4 are Your only remedies for Our breach of service warranties or failure to meet the acceptance criteria.
- 2.5 **Compliance with Workplace Rules.** We will have the person or persons We assign to perform the Professional Services comply with those of Your workplace rules You have provided to them in advance.
- 2.6 **Subcontractors.** We may, in our reasonable discretion, use third party subcontractors to perform any of Our obligations regarding delivery of the Professional Services.
- 2.7 **Expiration of Unscheduled Professional Services.** We will use all reasonable efforts to schedule and deliver the Professional Services in accordance with Your schedule and requirements. However, unless we agree otherwise, we retain the right to terminate our obligations to deliver any Professional Services that have not been delivered within 12 months of the Order Date. In this case, We will provide You with 30 days notice of our intent to terminate and You will have 30 days after receipt of Our notice to schedule the Professional Services and avoid expiration.

3.0 GENERAL TERMS

3.1 Fees and Payment

- 3.1.1 **Fees.** You agree to pay all amounts due to Us as shown on the Order Form ("Total Fees"). Except in the case of Outages (as stated in section 1.2), all such amounts are non-cancellable and non-refundable. Amounts due for Software are based on access to Software and are not dependent on actual usage, nor are they contingent upon delivery of any future functionality or features.
- 3.1.2 **Fiscal Funding.** This subsection will apply to You only if (a) the Order Form specifies amounts due after the end of Your fiscal year in which the Order Date occurs (the "Current Fiscal Year") and (b) You are a government-funded entity subject to fiscal funding restrictions. If so: (a) You represent that You have received funding authority to pay the aggregate amounts due in the Current Fiscal Year; (b) for each subsequent fiscal year, You agree to include in Your budget request the portion of the Total Fees to become due during that year and use all reasonable and lawful means at Your disposal to obtain appropriations to pay such amounts when due under the Agreement. If despite these efforts You do not obtain funding in any future fiscal year for any portion of the Total Fees, You may terminate those licenses not covered by funding, but only if You (1) give Us written notice of a possible funding failure (including an explanation of the reasons, timing and extent) promptly after You become aware it is likely, (2) promptly provide Us with evidence of the funding failure when it actually occurs, and (3) certify to Us in writing that funds are not available to purchase any products similar to the affected Capstone Digital Software within the affected fiscal year(s). For any licenses You terminate under this subsection, You must pay pro rata license fees for the portion of the fiscal year prior to termination. Likewise, You must also pay for any Professional Services You actually receive during the affected fiscal year.
- 3.1.3 **Acceptance.** All Software will be deemed accepted upon delivery to You (or, for Subscription Software, upon making available to You online) and will thereafter be subject to the warranty provisions of this Agreement.
- 3.1.4 **Invoicing & Payment.** Unless otherwise stated in the Order Form, fees for products and services will be invoiced at the time of order with payment due net 30 days from the invoice date.
- 3.1.5 **Suspension of Access to Capstone Digital Software for Non-Payment.** If Your account is 30 days or more overdue (except with respect to charges then under reasonable and good faith dispute), in addition to any of Our other rights or remedies, We reserve the right to suspend Your access to the Capstone Digital Software and the delivery of Professional Services, without liability to You, until such amounts are paid in full.

3.2 Indemnities.

- 3.2.1 **Our Indemnification of You.** Subject to the conditions described below and the provisions of section 3.4, We will defend, indemnify and hold You harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with claims, demands, suits, or proceedings (collectively called "Claims") made or brought against You by a third party, as follows: a. For Personal Injury or Property Damage. Our indemnity covers Claims alleging personal injury or property damage to the extent caused by the willful misconduct or negligence of Our personnel while on Your premises. b. For Infringement: Our indemnity covers Claims alleging that the use of the Capstone Digital Software as specified in this Agreement, or Our Professional Services, or any information, design, specification, instruction, software, data, material (collectively called "Material") furnished by Us in connection with this Agreement infringes the intellectual property rights of a third party. If the Capstone Digital Software becomes, or in Our opinion is likely to become, the subject of an infringement claim, We may, at Our option and expense, either procure

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for You the right to continue using the Capstone Digital Software; replace or modify the Capstone Digital Software so that it becomes non-infringing and remains functionally equivalent; or require the return of the affected Capstone Digital Software and refund You the portion of Your purchase price attributable to the returned product. c. Breach of this agreement, including the data privacy addendum.

- 3.2.2 Your Indemnification of Us. Subject to the conditions described below and section 3.4, and subject to the limitations and defenses in 5.768.28, F.5.g, You will defend, indemnify and hold Us harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with Claims made or brought against Us by a third party alleging that the Customer Data, Your use of the Capstone Digital Software in violation of this Agreement, or any Material provided by You either: (a) infringes the intellectual property rights of a third party, or (b) has otherwise harmed a third party.
- 3.2.3 Conditions. These indemnities will be conditioned on the party seeking indemnity: (a) promptly providing the other with a written notice of the Claim; (b) giving the other party sole control of the defense and settlement of the Claim, provided that the other party may not settle any Claim unless the party seeking indemnity is unconditionally released from liability; and (c) at no charge, providing the other party with all reasonable assistance relative to the defense of the Claim.
- 3.2.4 Exclusive Remedies. Our and Your responsibility for infringements is stated in this section 3.2. The indemnities in this section will be the exclusive remedies for infringements in connection with this Agreement.

3.3 Force Majeure. The term "Force Majeure" means circumstances beyond the reasonable control of a party (such as acts of God, government restrictions, wars, insurrections, labor strife, or failure of suppliers, subcontractors, or carriers) which delay or prevent the party from performing under the terms of this Agreement. The party affected by an event of Force Majeure will promptly notify the other of the circumstances and the expected impact on its performance. Affected performance obligations will be suspended during the duration of the Force Majeure. In the event the Force Majeure persists for more than 90 days, the other party may terminate the affected portions of this Agreement.

3.4 Disclaimers, Limitations and Exclusions.

- 3.4.1 Warranty Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN SECTIONS 1.8 AND 3.4 OF THIS AGREEMENT, WE MAKE NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND WE SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.
- 3.4.2 Limitation of Liability. EXCEPT FOR BREACHES OF CONFIDENTIALITY OBLIGATIONS OR INDEMNIFICATION OBLIGATIONS ARISING OUT OF PERSONAL INJURIES OR PROPERTY DAMAGE CLAIMS, IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNTS ACTUALLY PAID BY AND DUE FROM YOU FOR A PERPETUAL LICENSE OR, FOR SUBSCRIPTION SOFTWARE, DURING THE SUBSCRIPTION TERM. BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.
- 3.4.3 Exclusion of Consequential and Related Damages. EXCEPT FOR INDEMNIFICATION OBLIGATIONS, IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER FOR ANY LOST PROFITS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PRECEDING SENTENCE WILL NOT APPLY TO INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM A BREACH OF A PARTY'S CONFIDENTIALITY OBLIGATIONS HEREUNDER, PROVIDED ANY SUCH DAMAGES WILL BE LIMITED TO \$100,000.

3.5 U.S. Governmental Users. Capstone Digital Software and Documentation are 'Commercial Items,' as defined at 48 C.F.R. §2.101, and are licensed subject to Restricted Rights applicable to Commercial Items and only with those rights expressly granted under this Agreement. The U.S. Government will not be entitled to technical information that is not customarily provided to the public or to use, modify, reproduce, release, perform, display, or disclose the Software or Documentation except as allowed under this Agreement.

3.6 Term and Termination

- 3.6.1 Term of this Agreement. This Agreement will begin on the Order Date and will, unless earlier terminated in accordance with this section, continue in effect until:
- (a) with respect to Subscription Software, the end of the last Subscription Term covered by this agreement;
 - (b) with respect to Professional Services, 90 days after acceptance.
- 3.6.2 Termination for Cause. A party may terminate this Agreement for cause: (i) 30 days after written notice of a material breach to the other party if such breach remains uncured at the expiration of such period; or (ii) if the other party ceases to conduct business in the ordinary course, files a petition for liquidation bankruptcy, fails to have an involuntary petition for bankruptcy dismissed or converted to a non-liquidation bankruptcy within 60 days after filing, or makes an assignment of essentially all assets for the benefit of creditors.

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- 3.6.3 Termination without Cause. Either party may terminate this agreement without cause by providing at least thirty (30) days written notice to the other party at its address of record.
- 3.6.4 Outstanding Fees. Termination will not relieve You of the obligation to pay any fees payable to Us prior to the effective date of termination.
- 3.7 Surviving Provisions. The following provisions will survive any termination or expiration of this Agreement: 1.4, 1.7, 1.8, 3.2.2, 3.2.3, 3.2.4 and 3.4.
- 3.8 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, We may assign this Agreement in its entirety without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section will be void and of no effect. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- 3.9 Counterparts. This Agreement may be executed by facsimile and in counterparts, which taken together will form one legal instrument.
- 3.10 Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by both parties. To the extent of any conflict or inconsistency between the provisions in these Standard Terms and an Order Form, the terms of the Order Form will prevail.
- 3.11 Governing Law. If You are a publicly funded, non-profit educational institution, this Agreement will be governed by the internal laws of the State in which You are situated, without regard to its conflicts of laws rules. In all other cases, this Agreement will be governed by the internal laws of the State of Minnesota, without regard to its conflicts of laws rules.
- 3.12 Third Parties. There are no third-party beneficiaries to this Agreement.
- 3.13 Notices. All notices under this Agreement will be in writing and will be deemed given upon: (a) personal delivery; (b) the second business day after mailing; (c) the second business day after sending by confirmed facsimile; or (d) the second business day after sending by confirmed email. Notices to Us will be addressed to the attention of Director of Capstone Digital Finance. Notices to You will be addressed to the attention of the person signing the Order Form for You.
- 3.14 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.
- 3.15 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be subject to modification by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect.
- 3.16 Waiver and Cumulative Remedies. No failure or delay by either party to exercise a right under this Agreement will be a waiver of that right. Other than as expressly stated in this Agreement, the remedies provided in this Agreement are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

Todd Brekus

Todd Brekus, President of Capstone Digital | myON
March 10, 2016

Pinellas County School Board

Date

Shana Rafalski

Approved As To Form:

David Bryant
School Board Attorneys Office

Attachment: Bids 4-12-16 (5668 : Bids)

ADOPTED

REQUEST FOR APPROVAL (ID # 5683)

April 12, 2016

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Recommend Adoption of Resolution Containing Ballot Question Necessary to Continue the One-Half Mill Ad Valorem tax for Necessary Operation Purposes and Authorize the Superintendent to Forward the Resolution to the Supervisor of Elections for Inclusion on the November 8, 2016, General Election Ballot

BACKGROUND:

In November 2012, the voters of Pinellas County continued their commitment to public education in Pinellas County by voting to approve a continuation of the one-half mill property tax for four years. This will end on June 30, 2017.

In order to maintain the benefits of the one-half mill property revenue, it is necessary for the voters in the county to approve a continuation of the one-half mill property tax at a duly-called election.

STRATEGIC DIRECTION: Effective & Efficient Use of Resources

ALTERNATIVES:

1. Approve the Resolution and present the ballot question as proposed.
2. Do not approve the Resolution and present the ballot question as proposed.

RECOMMENDATION:

Alternative No. 1 is recommended.

RATIONALE:

The School Board is requesting the public to approve a renewal of the tax referendum in order to continue to provide additional revenue with which the district may recruit and retain quality teachers and maintain quality educational programs in academic areas and in the areas of visual arts, performing arts, reading and technology. The ballot question to be adopted by Board resolution is as follows:

“Shall the Pinellas County School District ad valorem millage of one-half mill per year be continued beginning July 1, 2017, and ending four fiscal years later on June 30, 2021, for necessary operating expenses including funds to recruit and retain teachers; preserve reading programs and music and art classes; and provide up-to-date textbooks and technology, with oversight of these expenditures by an independent citizens financial oversight committee?”

FINANCIAL IMPACT:

It is estimated that continuation of the one-half mill increase in ad valorem tax will generate approximately \$34 million annually beginning fiscal year 2017-2018 for the district to use for teacher salaries and designated programs and classes.

DATA SOURCES:

David Koperski, School Board Attorney

Kevin Smith, Associate Superintendent, Finance and Business Services

Independent Citizens Referendum Oversight Committee

SUBMITTED BY:

William P. Corbett, Ed.D., Deputy Superintendent

ADOPTED

REQUEST FOR APPROVAL (ID # 5678)

April 12, 2016

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval of a Five-Year Charter Renewal for Discovery Academy of Science Charter School and Add Second Location

BACKGROUND:

The School Board approved Discovery Academy of Science Charter School's application in November 2011. The original K-12 charter was approved for 900 students. Currently, there are 156 students enrolled in grades K-5. The school requests the approval of their charter renewal for a five-year term. In addition, the school plans to move their upper grades to a new location at St. Mark's Church in Dunedin while maintaining their lower grades at their current location. According to the school's charter, a move beyond two miles requires School Board approval.

STRATEGIC DIRECTION: Student Achievement

ALTERNATIVES:

1. Approve the five-year charter renewal and second location.
2. Do not approve the five-year charter renewal and second location.

RECOMMENDATION:

Alternative No. 1 is recommended.

RATIONALE:

The school received a state grade of A for the 2014-2015 school year. The current facility will not accommodate the projected growth of the school.

FINANCIAL IMPACT:

If approved, the impact to the district will result in a loss of FTE dollars for each additional Pinellas County School student who chooses to enroll in Discovery Academy of Science Charter School.

DATA SOURCES:

Heather Wallace, Assistant School Board Attorney
Kevin W. Smith, CPA, Associate Superintendent, Finance and Business Services
Dan Evans, Ed.D., Executive Director, Assessment, Accountability and Research
Richard Wolfe, Director, Charter Schools and Home Education
Amy Hayes, Senior Coordinator, Charter Schools and Home Education

SUBMITTED BY:

Lori Matway, Associate Superintendent, Student and Community Support Services

Request for Approval (ID # 5678)

Meeting of April 12, 2016

ATTACHMENTS:

- Discovery Academy Signed Lease_curlew_Campus (PDF)
- Discovery Contract (PDF)

LEASE AGREEMENT

This Agreement of Lease, made effective the 1 day of March, 2016, between, SAINT MARK EVANGELICAL LUTHERAN CHURCH, DUNEDIN, FLORIDA, INC., a Florida not-for-profit corporation, whose address is 1120 Curlew Road, Dunedin, FL 34698 (hereinafter referred to as "Lessor") and Galaxy Education Inc. (d.b.a. Discovery Academy of Science), whose address is 1380 Pinehurst Rd Dunedin FL 34698 (hereinafter referred to as "Lessee").

WITNESSETH:

For and in consideration of the rental herein reserved, and of the covenants, conditions, agreements, and stipulations of the hereinafter expressed, the parties agree as follows:

1. **Premises:** The Lessor hereby leases to Lessee, and Lessee hereby hires and takes from Lessor, the following described premises:

a. The school building (whose mailing address is 2817 St. Marks Drive), classrooms on the second floor of the office wing, (together comprising 15,000 square feet of space), use of the Social Hall in accordance herewith, the playground and the basketball court, hereinafter referred to as "Leased Premises" or "Premises".

2. **Term:**

a. The term of this Lease shall be for sixty (60) months, commencing on the first (1st) day of August, 2016 ("Lease Commencement Date"), and terminating on the thirty-first (31st) day of July, 2021.

F.D.
R-D

b. Possession Date: Prior to the Commencement Date from and after May 1, 2016, Lessee, in order to accomplish the move and improvements approved by Lessor, shall be entitled to limited right of possession and entry to the Premises.

c. If Lessee chooses to take possession prior to August 2016, it will be responsible for 80% of electric and water bills (water bill includes garbage removal) and fire alarm monitoring; see item 14.b, Lessee Responsibilities.

d. Any holding over after the expiration of the term hereof, or of any renewal, shall be construed to be a tenancy from month to month, at a monthly rental rate at two times the monthly rental pursuant to Florida Statute 83.06.

e. During the final twelve (12) months of this Lease term, Lessor shall be permitted to show prospective Lessees the Leased Premises upon giving Lessee forty-eight (48) hours' prior notice.

f. Notwithstanding anything contained herein to the contrary, this Lease is contingent upon Pinellas County School Board approval of a Charter School contract between Discovery Academy of Science and Pinellas County on or before March 31, 2016.

3. **Extension Options:** Provided Lessee is not in default and has not been in default under this Lease, after initial lease term Lessee will have the right to two (2) 5 year extensions to renew the Lease with 6-month prior written notice provided to Lessor before each extension.

4. **Rental:** Lessee shall pay to Lessor the rent shown on Exhibit "A" attached and made part hereof, in equal monthly installments payable in advance on the first day of each and every month during the Lease Term, together with the Florida rental/sales tax or any similar or successor tax, if any. If the Lease Term commences on a day other than the first day of a month, Lessee shall pay rent and any other charges hereunder applicable to such partial month, on a pro-rata basis. Notwithstanding anything contained herein to the contrary, Lessee shall not commence paying rent until August 1, 2016. If extended as herein provided, the rental shall increase by two percent (2%) over and above the then rental amount with each extension. The second extension cannot be exercised until six (6) months prior to the end of the first extension.

5. **Portable Units:** Lessor, provided Lessee is not in default of this Lease, will allow Lessee to utilize up to 2 portable unit(s) if needed in the area where the previous tenant had portables. Lessee will pay Lessor additional rent of \$750 per month, plus applicable sales tax, per portable, together with any applicable sales tax, to cover additional costs. Lessee will be responsible for paying the rent and installation for the portable unit(s) to the portable company. Lessee is responsible for all costs associated with removal of portables and returning grounds to the condition prior to portable installation.

6. **Use of Social Hall:** Lessor shall allow Lessee to use the Social Hall (cafeteria) at all times for school purposes during

normal school hours and for those other times mutually agreed upon by the parties. In the event that Lessor requires this space for a funeral reception or other church event, Lessee will allow Lessor use of this space with prior notice given as soon as possible but not less than 5 days prior to Lessor's intended use.

7. **Security Deposits:** Lessee shall, on or before August 1, 2016, deposit with Lessor the sum of \$800.00, and an additional \$800.00 per month on the first day of each and every month thereafter until September 1, 2018, and Lessor has received a total of \$20,000.00, as security for Lessee's faithful performance and observance of the terms, provisions, and conditions of this Lease. In the event Lessee defaults with regard to any of the terms, provisions, and conditions of this Lease, including, but not limited to, the payment of rent and additional rent, Lessor may use, apply, or retain the whole or any part of the security so deposited to the extent required for the payment of any rent and additional rent or any other sum as to which Lessee is in default or for any sum which Lessor may expend or may be required to expend because of Lessee's default as to any of the terms, covenants, and conditions of this Lease, including but not limited to, any damages or deficiency in the reletting of the Premises.

The security deposit shall, in the event that Lessee shall fully and faithfully comply with all of the terms, provisions, covenants, and conditions of this Lease, be returned to Lessee within 45 days after the date fixed as the end of the Lease and

after delivery to Lessor of entire possession of the Leased Premises in the condition required hereby.

Lessor shall have the right, in the event of a sale of the land and building or leasing of the building, of which the Premises form a part, to transfer the security deposit to the purchaser/vendee or Lessee and Lessor shall thereupon be released from all liability for the return of said security deposit; and Lessee agrees to look solely to the new lessor for the return of said security deposit. The parties agree that the provisions hereof shall apply to every transfer or assignment made of the security deposit to a successor to Lessor.

Lessee further covenants that it will not assign or encumber or attempt to assign or encumber the funds deposited herein as security and that neither Lessor nor its successors or assigns shall be bound by any such assignment, encumbrance, attempted assignment, or attempted encumbrance.

There shall be no obligation for Lessor to hold the security deposit, or any part thereof, in a separate account or pay interest on any such sum.

8. **Possession Date:** Lessor, subject to the terms hereof, shall provide possession of the Premises to Lessee no later than May 1, 2016 for purposes of refurbishment and improvements.

9. **Lessee Improvements:** Lessor will provide an allowance of \$42,000 for the Lessee improvements approved by Lessor (painting, replacing flooring and providing network, security and intercom cables). Lessee will deduct the amount over a period of the

initial 12 months of the Lease from the monthly rent (\$3500/month) starting from the Commencement Date.

Lessee will provide copies of invoices monthly which indicate that the improvements were completed with the allowance mentioned above: improvements that can be applied toward this allowance are:

- i. Painting
- ii. Flooring Replacement and Cleaning
- iii. Telecommunications Upgrades
- iv. Such other improvements as approved by Lessor in writing in advance

Lessee shall provide Lessor with paid invoices of completed repairs and improvements to Lessor documenting cost of improvements. Lessee shall not begin Lessee Improvements until after the Possession Date outlined above.

All work to be performed by duly licensed professionals for the appropriate trade which shall provide Lessor with evidence of satisfactory workers compensation and liability insurance.

All work to be done only if all permits have been obtained and comply with all building and other codes and regulations.

Lessee shall pay for all labor, services and materials furnished to Premises and shall not permit any liens to attach to the Leased Premises. Any liens which are filed shall attach solely to the Lessee's leasehold interest and no liens shall attach to the Lessor's fee title, all such liens being hereby expressly prohibited.

If any mechanic's or other liens, or order for payment of money, shall be filed against the Leased Premises as a result of Lessee's actions, Lessee shall cause the same to be cancelled and discharged of record, by bond or otherwise, at the expense of the Lessee, and shall also defend on behalf of Lessor, at Lessee's sole cost and expense, any action, suit or proceeding which may be brought thereon for any enforcement of such liens, liens, or orders, and Lessee will pay any damage and satisfactorily discharge any judgment therein entered, and save harmless Lessor from any claim, attorney's fees or damage therefrom. If any such liens or claim shall not be removed by the Lessee within fifteen (15) days after notice is given by Lessor, Lessor shall have the right to remove same by payment or otherwise, and all sums expended by Lessor shall be paid by the Lessee to Lessor on demand.

Lessor hereby gives notice that neither Lessor, nor the Leased Premises themselves nor any part thereof, are or can be at any time liable or responsible for the costs, in whole or in part, of any alteration or improvement or other work of any kind (whether for labor or materials or whether required to be done pursuant to the terms of this Lease) in connection with or upon the Leased Premises, nor can any mechanic's lien accrue against or be filed against the Leased Premises or any part thereof.

10. **Use of Premises:** The Lessee shall use said Premises for use as a charter school, and for no other purpose whatsoever. Lessee shall comply with all present and future laws or

ordinances applicable to the Leased Premises and shall not commit or suffer waste on the Premises, or use or permit anything on the Premises which may be illegal, or constitute a private or public nuisance, or conflict with or invalidate or increase the cost of any of Lessor's fire and extended coverage insurance, or which may be dangerous to persons or the property of the Lessor or other Lessees of Lessor's building, their agents, servants, employees, and invitees. Notwithstanding the foregoing, Lessee's effecting an increase in the cost of any of Lessor's fire and extended insurance or other insurance shall be paid by Lessee in addition to and at the time of each rent payment.

11. **Condition of Premises:** Lessee acknowledges that Lessor is delivering the Premises "as is" "where is" on the Possession Date of the Premises and Lessor shall have no obligation with regard to condition of Premises and systems, including, but not limited to, heating, cooling and air conditioning, unless specifically herein designated as a Lessor obligation. Notwithstanding anything contained herein to the contrary, Lessor shall only be responsible for those items described in Exhibit "C" attached hereto and made a part hereof, being the sole items Lessor is obligated to repair or replace. Any and all other repairs or replacements are the obligation of the Lessee.

12. **Repairs and Maintenance, and Changes by Lessee:**

a. **Operating Expenses Lessor Responsibilities:** Except where damaged or non-operational as a result of Lessee's intentional acts or gross negligence, Lessor shall be directly

responsible for roof, landscaping and exterior. Lessor shall be responsible for the in-wall mechanical systems.

Lessor will ensure that all bathrooms will meet city of Dunedin code requirements prior to Lessee occupancy. Lessee shall thereafter be responsible for any changes required as a result of any changes in codes, regulations or ADA.

Lessor shall be responsible for 70% of repair costs for electrical, mechanical and plumbing systems not caused by Lessee's gross negligence or intentional acts, in which case Lessee shall be solely responsible. In addition, Lessor will be responsible for 70% of costs for air conditioner repair that are over and above the air conditioning maintenance contract. All repairs/refurbishments must be performed by licensed bonded insured contractors and in compliance with all codes and regulations.

b. **Lessee Responsibilities:** Lessee will maintain, in good repair, the square footage they are occupying (cleaning, electric, water, cable, fire alarm monitoring, pest control and phone) and will maintain the facility in a manner that is consistent with which it was received. Lessee will be responsible for playground equipment, playground grounds basketball court and occupied interior spaces. Lessee will be responsible for their Liability Insurance. Since there is only one meter for electric usage and water (includes garbage removal), Lessee shall pay 80% of all electric and water bills;

Lessor shall pay 20% of electric and water bills. Lessee shall pay 80% of fire alarm monitoring; Lessor shall pay 20%.

Lessee shall be responsible for and shall pay 30% of repair costs for electrical, mechanical and plumbing systems, unless such repair is a result of Lessee's intentional act or gross negligence, in which case Lessee is solely responsible. In addition, Lessee will be responsible and shall pay for 30% of air conditioner repairs that are over and above the air conditioning maintenance contract in place with Cox Heating & Air Conditioning, Inc., a copy of which is attached as Exhibit "B". All repairs/refurbishments must be performed by licensed bonded insured contractors in compliance with all codes and regulations. Contractors and sub-contractors will maintain insurance limits of \$500,000/\$1,000,000 or combined single limit of \$1,000,000.

Notwithstanding anything herein to the contrary, Lessee will maintain 100% of Air Conditioning service agreement that covers the air conditioners that service the square footage that Lessee occupies.

Lessee will be responsible for its portion of the pest control costs, as currently negotiated with pest control provider. Lessee will notify Lessor of presence of insects so that Lessor may contact pest control provider for service.

Upon the expiration of or prior termination of this Lease, the Lessee shall remove all property of the Lessee from the Premises, except plumbing and other fixtures and leasehold

improvements which may have been installed by the Lessee, under the allowance provided for herein, and except as otherwise provided in this Lease, and surrender the Leased Premises to the Lessor "broom clean" in as good order and condition as it was upon Lessee going into possession, ordinary wear and tear excepted. Any property left on the Premises after the expiration or other termination of this Lease may be disposed of by Lessor in accordance with Florida Statutes. If Lessee property is left behind, Lessee will pay Lessor for costs of removal.

c. Except as set forth herein, Lessee shall not make any structural alterations or additions to the roof or exterior to the Leased Premises without first procuring Lessor's written consent to the plans, specifications and contractors performing the work. Lessee shall not make structural alterations or additions, nor in any way penetrate the roof of the building.

d. It is generally understood that mold spores are present essentially everywhere and that mold can grow in most any moist location. Emphasis is properly placed on prevention of moisture and on good housekeeping and ventilation practices. Lessee acknowledges the necessity of housekeeping, ventilation, and moisture control (especially in kitchens, janitor's closets, bathrooms, break rooms and around outside walls) for mold prevention. In signing this Lease, Lessee has first inspected the Premises and certifies that it has not observed mold, mildew or moisture within the Premises and accepts the Premises in an "as is" condition. Lessee agrees to immediately notify Lessor if it

observes mold/mildew and/or moisture conditions (from any source, including leaks), and allow Lessor to evaluate and make recommendations and/or take appropriate corrective action. Lessee waives and releases Lessor from any liability for any bodily injury, ailments, infirmities or damages to property caused by or associated with moisture or the growth of or occurrence of mold or mildew on the Premises, except where caused by acts or inaction of the Lessor. In addition, the execution of this Lease constitutes acknowledgement by Lessee that control of moisture and mold prevention are integral to Lessee's Lease obligations.

e. The Lessee shall diligently secure the Premises and put measure in place to guard against vagrancy, loitering and thievery.

f. Lessee shall use the Leased Premises for the following and for no other purposes provided such purposes shall at all times comply with all zoning, land use laws, rules and regulations: Charter School. All such use of the Leased Premises shall be in full compliance with all laws, ordinances, rules and regulations of all public authorities having jurisdiction over the Leased Premises and no part of the Leased Premises shall be occupied or used for any purpose or in any manner so as to increase the insurance risk or prevent the obtaining of insurance or so that, in accordance with any requirements of law or any public authority except as otherwise provided herein. Except as otherwise provided herein, Lessor shall not be obligated to make any addition, renovation or

alteration to or in the building to bring the same into compliance with any law, rule or regulation and Lessee shall be solely responsible for the same. Lessor, at no cost to Lessor, shall cooperate with Lessee in obtaining all approvals required by Lessee.

g. If the Lessee is required by the Pinellas County School Board (PSCB) to utilize the services of an independent firm to prepare a safety and security report to be submitted to the PSCB before the beginning of the Lease. Lessor requires a copy of the report so that items noted can be addressed by both Lessor and Lessee at the sole expense of the Lessee.

13. **Use and Zoning:** Lessor agrees to provide Lessee with all architectural plans in its possession or control for Lessee's review. Lessee shall be entitled to make copies of the same.

14. **Janitorial Services:** Lessee agrees to keep all rubbish and garbage in containers while on the Leased Premises and shall dispose of all of such rubbish and garbage in a dumpster or other containers paid by Lessee and located on the Premises. The Lessee shall perform and provide for all of Lessee's janitorial services required on the Leased Premises.

15. **Damage to Lessee's Property or Premises:**

a. The Lessor and its agents shall not be liable in damages, by abatement in rent or otherwise, for any damage either to the person or the property of the Lessee, or for the loss of or damage to any property of the Lessee by theft or from any other cause whatsoever, whether similar or dissimilar to the

foregoing. The Lessor or its agents shall not be liable for any injury or damage to persons or property, or loss or interruption to business resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain, snow, or leaks from any part of the exterior of the building, or from the pipes, appliances, or plumbing works, or from the street, or subsurface, or from any other place, or by dampness, or by any cause of whatsoever nature; nor shall the Lessor or its agents be liable for any damage caused by other adjacent future Lessees or persons on the Premises, or caused by operations in construction of any private or public or quasi-public work. None of the limitations of the liability of Lessor or its agents provided for in this subsection (a) shall apply if such loss, injury, or damages are proximately caused by the gross negligence or intentional breach by the Lessor, its agents, employees, or independent contractors.

b. The Lessee shall be liable for any damage to the building or property therein which may be caused by an intentional act or negligence, or the acts of its agents, invitees, employees, or students, parents or guardian of students, and the Lessor may, at its option, repair such damage, and the said Lessee shall thereupon reimburse and compensate the Lessor for all costs and expenses incurred, within thirty (30) days after rendition of a statement by the Lessor, for the total cost of such repair and damage.

16. Indemnity, Liability Insurance, Building Insurance, Waiver of Subrogation:

a. Lessee covenants and agrees at all times to indemnify, save and hold harmless the Lessor and the Leased Premises from and against any cost, liability, or expense arising out of any claims of any person or persons whatsoever by reason of the use or misuse of the Leased Premises, parking areas, or any other areas on the property. Lessee shall indemnify, save and hold harmless the Lessor from any penalty, damage, or charge incurred or imposed by reason of any violation of code, law or ordinance by Lessee, its agents, employees, invitees, or any person or persons holding under Lessee, and from any cost, damage, or expense arising out of the death of or injury to any person or persons holding under Lessee (including, but not limited to, those arising from Lessee's Work).

b. Lessee shall, during the entire term hereof, and during any occupancy prior to Commencement Date, keep in full force and effect a policy of comprehensive general public liability insurance with respect to the Leased Premises, and the business operated by Lessee in an amount of not less than \$1,000,000.00 single limit or such greater amount as may be reasonably required by Lessor from time to time. The policy shall name Lessor and any other parties in interest designated by Lessor, and Lessee as insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Lessor thirty (30) days prior written notice. With the Lessor's consent, such insurance may be furnished by Lessee under any blanket policy carried by it or under a separate policy

therefore. The insurance shall be with an insurance company having a B+ or greater AM Rating and a copy of the paid-up policy evidencing such insurance or an acceptable certificate of insuror certifying to the issuance of such policy shall be delivered to Lessor prior to commencement of the term of this Lease or Lessee's occupancy, whichever is sooner, and such delivery shall also be made upon renewal of such policy not less than thirty (30) days prior to the expiration of such coverage.

c. Lessor, at Lessee's sole cost and expense, shall carry hazard insurance on the Leased Premises against fire, vandalism, malicious mischief, and such other perils as are from time to time included in a standard extended all risk coverage endorsement in an amount equal to the full insurable value of Leased Premises, insuring the betterments and improvements on the Leased Premises. Lessee shall also carry, at its own cost and expenses, insurance for its trade fixtures, furnishings, equipment and all other items of personal property of Lessee or its licensees located on or within the Leased Premises in an amount equal to not less than the full insurable value thereof and shall furnish Lessor with a Certificate evidencing such coverage naming, in all cases, the Lessor as an additional insured. If Lessee installs any electrical or other equipment that overloads the lines in or to the Leased Premises, Lessee shall at its own expense make whatever changes are necessary to comply with the requirements of the insurance underwriters and governmental authorities having jurisdiction. Lessor and Lessee shall each

annually, or sooner if required, provide the other with evidence of the insurance each is required to maintain pursuant to this Lease.

d. Lessee hereby indemnifies Lessor and agrees to save Lessor harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any condition or occurrence in, upon or at the Leased Premises, except where caused by the intentional act or gross negligence of Lessor. In case Lessor shall be made a party to any litigation commenced by or against Lessee, then Lessee shall protect and hold Lessor harmless and shall pay all costs, expenses and reasonable attorney fees incurred or paid by Lessor in connection with such litigation. Lessor, except where arising from Lessee's invitee's, agent's or employee's actions or negligence or intentional acts, hereby indemnifies Lessee and agrees to save Lessee harmless from and against any and all claims, actions, damages, liability and expenses in connection with loss of life, personal injury and/or damage to property arising from or out of any condition or occurrence in, upon or at the Lease Premises. In case Lessee shall be made a party to any litigation commenced by or against Lessor arising out of Lessor's actions, then Lessor shall protect and hold Lessee harmless and shall pay all costs, expenses and reasonable attorney fees incurred or paid by Lessee in connection with such litigation, unless the same arises out of or is related to Lessee's activities, actions or intentional acts or of its

invitees, agents or employees. Nothing herein shall create a right of subrogation against either party hereto for the benefit of any insurer who shall have waived subrogation in its policy.

e. All insurance policies carried by either party covering the Premises, including but not limited to contents, fire, and casualty insurance, shall to the extent permitted by law expressly waive any right on the part of the insurer against the other party. The parties hereto agree that their policies will include such waiver clause or endorsement so long as the same shall be obtainable without extra cost, or if extra shall be charged therefore, so long as the other party pays such extra cost. If cost shall be chargeable therefore, each party shall advise the other thereof and of the amount of extra cost, and the other party, at its election, may pay the same, but shall not be obligated to do so. The failure of any insurance policy to include such waiver clause or endorsement shall not affect the validity of this Lease. Lessee and Lessor further agree to waive all claims, causes of action and rights or recovery against the other, and their respective agents, officers, and employees; for any injury or death of persons or any damage or destruction of persons, property or business which shall occur on or about the Premises originating from any cause whatsoever including the negligence of either party and their respective agents, officers, and employees to the extent such injury, death or property damage shall be covered by a policy or policies maintained by either Lessor or

Lessee pursuant to this Lease.

17. **Damage or Destruction to Premises:** In the event the Leased Premises shall be partially or totally destroyed by fire or other casualty during the term of this Lease, the damage to the Leased Premises shall be promptly repaired by Lessor, provided such damage is not caused by the Lessee in which event Lessor shall have no obligation to repair the same and Lessor, at its sole option, shall be entitled to retain the insurance proceeds. Lessee shall be solely responsible for repair of any furniture, trade fixtures or improvements made by Lessee. If during the last year of the Lease Term more than twenty-five percent (25%) of the floor area of the building located on the Premises and utilized by Lessee as Leased Premises shall be damaged or destroyed by fire or other casualty, then either party may elect to terminate this Lease by giving written notice to the other party, such notice to be given within forty-five (45) days after the occurrence of such damage or destruction. In the event the Lease is not so terminated, except as to Lessee improvements made or paid for by Lessee, Lessee fixtures and trade fixtures, Lessor shall restore the Premises to its original condition with reasonable diligence.

If Lessor restores the Leased Premises as herein provided, the proceeds of any insurance payable in the event of such casualty shall be applied to cover the cost of such work, and the work shall be initiated with reasonable dispatch and diligently proceeded with to completion to restore the Leased Premises in a manner and to at least a condition equal to that prior to its

damage or destruction. If Lessor does not repair or rebuild hereunder and so elects, all insurance proceeds from policies on the building and Premises shall be the property of the Lessor.

18. Eminent Domain:

a. If the whole of the Leased Premises shall be taken by any public authority under the power of eminent domain, then the term of this Lease shall cease as of the day of taking by such public authority and the rent shall be paid up to that day with a proportionate refund by Lessor of such rent as may have been paid in advance for a period subsequent to the date of the taking.

b. If less than the whole but more than one-third of the Leased Premises shall be taken under eminent domain, Lessee shall have the right to either terminate this Lease as of the date of taking, or, to continue in the possession of the remainder of the Leased Premises, and shall notify Lessor in writing of Lessee's intention within ten (10) days after such taking. In the event Lessee elects to remain in possession, all of the terms herein provided shall continue in effect and Lessee shall make all the necessary repairs or alterations to the building and Leased Premises so as to constitute the remaining Leased Premises a complete architectural unit, and Lessor shall make available to Lessee that portion of the condemnation award granted for restoration of said remainder of the Premises.

c. Except to the extent the condemnation award shall be made available for restoration, all damages awarded for a taking under the power of eminent domain shall belong to and be

the sole property of Lessor; provided, however, that Lessee shall be entitled to make a separate claim against such public authority for damage to, and/or cost of removal of Lessee's equipment, fixtures and other property which Lessee would be entitled to remove at the end of the term of this Lease and for business damages.

19. Estoppel Certificate Statement, Attornment, Subordination, and Execution of Documents:

a. Lessee agrees, within ten (10) days after request therefore by Lessor, to execute, in recordable form and deliver to Lessor a statement, in writing, certifying (if such be the case) (a) that this Lease is in full force and effect, (b) the date of commencement of the term of this Lease, (c) that rent is paid currently without any off-set or defense thereto, (d) the amount of rent, if any, paid in advance, and (e) that there are no uncured defaults by Lessor or, if such defaults are claimed, stating the facts giving rise thereto.

b. Lessee agrees that this Lease shall be subject and subordinate to any mortgages now or that may hereafter be placed upon said Leased Premises by Lessor and to any and all advances to be made thereunder and to the interest thereon and all renewals, replacements and extensions thereof and that at the request of Lessor or its lender, Lessee shall execute any instrument providing for such subordination.

c. Failure of the Lessee to execute any of the above instruments, within fifteen (15) days upon written request by

Lessor or its lender, shall constitute a breach of this Lease and the Lessor may, at its option, cancel this Lease and terminate the Lessee's interest therein.

d. Lessee shall, in the event any proceedings are brought for the foreclosure, or in the event of exercise of the power of sale under any mortgage covering the Leased Premises, attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Lessor, subject to all of Lessee's duties, obligations, rights and options under this Lease, provided so long as Lessee is not in default under this Lease, Lessee's possession under this Lease shall not be terminated or possession disturbed and such purchaser assumes Lessor's obligation under this Lease.

20. Default.

a. If Lessee shall fail to pay the rental due hereunder within ten (10) business days after the same shall be due or if Lessee shall fail to perform any of the other terms, conditions or covenants of this Lease to be performed or observed by Lessee for more than thirty (30) days after notice of such default has been given to Lessee, or if Lessee shall be adjudged bankrupt or insolvent, or shall make an assignment for the benefit of creditors, or if a receiver or trustee of Lessee's property and such receiver or trustee, as the case may be, shall not be discharged within thirty (30) days after such appointment, or if an execution or attachment is levied against Lessee's property, or if this Lease shall by operation of law devolve upon or pass to

any person or persons other than Lessee, then in any such case, Lessor may, upon notice to Lessee, terminate this Lease and recover possession of and re-enter the Leased Premises either peaceably, by force, or otherwise, and may expel all persons and remove all property therefrom without becoming liable to prosecution therefore. In the event of any such default and the termination of this Lease, Lessor shall be entitled to recover from Lessee all past due rent and other charges payable hereunder and an amount equal to, at the time of termination of this Lease.

Additionally Lessor shall recover all other actual damages sustained by Lessor on account of the breach of this Lease, including, but not limited to the expenses incurred by Lessor in re-entering and recovering possession of the Leased Premises, and for the cost of repairs, alterations and brokerage and attorney fees connected with the reletting of the Leased Premises. Lessor will use reasonable efforts to mitigate damages arising from Lessee's breach. Lessor may, in addition to terminating this Lease, or in lieu thereof, pursue such other remedy or combination of remedies and recover such other damages for breach of tenancy and/or contract as are available at law or otherwise.

b. The rights and remedies of Lessor under this Lease shall be cumulative and the exercise of any of them shall not be exclusive of any other right or remedy provided by this Lease or allowed by law, and the waiver by Lessor of any breach of any covenant of this Lease shall be limited to the particular instance and shall not operate or be deemed to waive any future breach of

the same or any other covenant or any other occasion, nor operate as a waiver of Lessor's right to enforce the payment of subsequent installments of rental or any of Lessor's rights under this Lease by such remedies as may be appropriate.

c. No extension of time, forbearance, neglect or waiver on the part of Lessor with respect to any one or more of the covenants, terms or conditions of this Lease, shall be construed as a waiver of any of the other covenants, terms or conditions of this Lease, or as an estoppel with respect to any other instance or particular covered by this Lease. After eviction of Lessee or abandonment by Lessee, Lessor may receive and collect any rent or other income derived from the Premises from any reletting and apply the same as and for use and occupancy and the payment and receipt thereof shall not waive or affect any right Lessor may have against Lessee.

d. Lessor may but shall not be obligated to make such advances to cure defaults of Lessee as may be necessary or desirable to preserve or protect Lessor's interest in the Premises or this Lease and all such advances shall be immediately due and payable, shall bear interest at the rate of eighteen percent (18%) per annum and shall be secured by all of Lessee's property located within the Premises. Any advance by Lessor shall not be deemed a waiver of Lessor's remedies for Lessee's defaults.

e. In no event shall Lessor be required to account to Lessee for any excess or surplus or rents collected in the event Lessor retakes possession and relets the Premises after default of

Lessee.

21. **Subletting and Assigning:** Lessee shall not assign or in any manner transfer this Lease or any estate or interest therein without prior written consent of Lessor, nor sublet said Premises or any part or parts thereof or permit the use or occupancy of the Leased Premises or any part thereof by anyone other than Lessee without like consent, which consent shall not be unreasonably withheld provided the assignment is to an educational entity duly licensed in Florida. Consent by Lessor to one or more assignments of this Lease or to one or more sublettings of said Leased Premises shall not operate to exhaust Lessor's rights under this Article. In the event that Lessee, with or without the previous consent of Lessor, does assign or in any manner transfer this Lease or any estate or interest therein, Lessee shall in no way be released from any of its obligations under this Lease unless otherwise agreed to in writing by both parties.

22. **Signs/Antennae:** The Lessee shall not install nor maintain any sign anywhere on the Leased Premises, or outside the Leased Premises, whether neon, translucent, plastic, or otherwise, unless plans and specifications shall first be submitted to Lessor in writing, and the Lessor shall have the right to reasonably direct and determine the size, content, design, construction, and location of such sign on the Premises. Lessee shall have no rights to use the rooftop of the Leased Premises for any equipment or improvements, except that Lessee shall be permitted to place on the roof above the Leased

Premises, at no additional rent, a satellite dish station and/or communications antenna to be located in an area approved by Lessor in Lessor's reasonable judgment. Lessor shall bear no cost or responsibility as to such equipment and Lessee shall be fully liable for the same and shall indemnify and hold Lessor harmless from and against any and all claims, losses and damages (including reasonable attorneys' fees) associated with such rooftop improvements. Lessor makes no warranties or representations to Lessee as to the suitability of the rooftop above the Premises for the installation and operation of the aforesaid equipment. The installation of rooftop equipment shall be subject to all required governmental approvals, rules and regulations.

23. **Quiet Enjoyment:** The Lessor covenants and agrees with the Lessee that upon the Lessee paying the said rent and performing all the covenants and conditions aforesaid on the Lessee's part to be observed and performed, the Lessee shall and may peaceably and quietly have, hold, and enjoy the Premises hereby leased, for the term aforesaid; subject, however, to the terms of this Lease, any mortgage, or other instruments now or hereafter created by the Lessor.

24. **Memorandum of Lease:** Lessee agrees that it will not record this Lease or otherwise make it a matter of public record unless required in any litigation involving Lessee. If the Lessee or Lessor request the parties will enter into a short form lease, describing the Premises and the term of this Lease, and including

any other terms necessary to permit the recording of such short form lease. Such recording, if requested by Lessee, shall be at its cost and expense.

25. **Notices:** All notices to be given under this Lease shall be in writing and shall either be served personally or sent by certified mail, return receipt requested. All notices mailed as herein provided shall be deemed received five (5) days after mailing. Notices to Lessor shall be sent to the address set forth in the preamble hereof or such other address as the Lessor may specify in written notice to Lessee. Notices to Lessee shall be sent to: Discovery Academy of Science, at the mailing address of the Leased Premises, or such other addresses as the Lessee may specify in prior written notice to Lessor.

26. **Interest:** Any amount due from Lessee to Lessor under this Lease which is not paid when due shall bear interest at the highest legal rate allowed in the State of Florida from the date due until paid; provided, however, the payment of such interest shall not excuse or cure the default upon which such interest is accrued.

27. **Expense of Enforcement:** The prevailing party in any litigation or arbitration entered into by either party hereto shall be entitled to collect all fees, costs and expenses, including attorney's fees, through appeal from the losing party.

28. **Inspection:** Lessee will permit Lessor, its agents, employees, and contractors to enter all parts of the Leased Premises to inspect the same and to enforce or carry out any

provisions of this Lease. Lessor and its agents shall be allowed to access the Premises for any reason upon giving Lessee twenty-four (24) hours' prior notice, except in cases of emergency when no prior notice need be granted.

29. **Non-Waiver:** Lessor's or Lessee's failure to insist upon strict performance of any term, covenant or provision of this Lease or to exercise any option or right herein contained shall not be a waiver or relinquishment for the future of such covenant, right, or option, but the same shall remain in full force and effect.

30. **Captions:** The captions and headings herein are for convenience and reference only and should not be used in interpreting any provision of this Lease.

31. **Applicable Law:** This Lease shall be governed by and construed under the laws of the State of Florida and the venue for any legal proceedings shall be Pinellas County, Florida. If any provision of this Lease, or portion thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. Time is of the essence in this Lease.

32. **Successors:** This Lease and the covenants and conditions herein contained shall inure to the benefit of and be binding upon Lessor, its successors, and assigns; and shall be binding upon Lessee, its successors and assigns; and shall inure to the

benefit of Lessee and only such assigns of Lessee to whom the assignment by Lessee has been consented to by Lessor.

33. **Force Majeure:** The time within which any of the parties hereto shall be required to perform any act or acts under this Lease, including the performance of Lessor's and Lessee's work, shall be extended to the extent that the performance of such act or acts shall be delayed by acts of God, fire, windstorm, flood, explosion, collapse of structures, riot, war, labor disputes, delays, or restrictions by governmental bodies, inability to obtain or use necessary materials, or any cause beyond the reasonable control of such party, other than lack of monies or inability to procure monies to fulfill its commitment or obligation under this Lease; provided, however, that the party entitled to such extension hereunder shall give prompt notice to the other party of the occurrence causing such delay. The provisions of this Item 34 shall not operate to excuse Lessee from prompt payment of rent, additional rent, or any other payments required by the terms of this Lease.

34. **Amendments in Writing:** This Lease and the Exhibits attached hereto and forming a part hereof set forth all the covenants, promises, agreements, conditions, and understandings between Lessor and Lessee concerning the Leased Premises, and there are no covenants, promises, agreements, conditions, or understandings, oral or written, between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change, or addition to this

Lease shall be binding upon Lessor and Lessee unless reduced to writing and signed by both parties.

35. Authority:

a. Lessee warrants and represents to Lessor that Lessee's execution of this Lease has been duly authorized by the Lessee's Board of Directors and Lessee's signer below has authority to bind Lessee to this Lease. Lessor warrants and represents to Lessee that Lessor's execution of this Lease has been duly authorized by the Lessor's Church Council and Lessor's signer below has authority to bind Lessor to this Lease.

b. Lessee shall provide Lessor with a Secretary Certificate denoting Lessee's officers who are authorized and empowered to bind Lessee to the terms of the Lease Agreement, and evidence that it is a Corporation in good standing and registered with the Florida Department of State and authorized to do business in Florida. Lessor shall provide Lessee with a Secretary Certificate denoting Lessor's officers who are authorized and empowered to bind Lessor to the terms of the Lease Agreement, and evidence that it is a Corporation in good standing and registered with the Florida Department of State and authorized to do business in Florida.

36. Counterparts: This Lease may be executed in multiple counterparts, all of which together shall be considered one document/instrument.

37. Radon: Radon Gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient

quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

38. **Construction:** This Agreement shall not be construed more strictly against one party than against the other, merely by virtue of the fact that it may have been prepared by counsel for one of the parties.

39. **Waiver of Jury Trial:** Lessee and Lessor each waive a trial by jury of any or all issues arising in any action or proceeding between the parties hereto or their successors or assigns arising out of, or in any way connected with this Lease, or any of its provisions hereof, including, but not limited to, the use or occupancy of the Premises and/or any claim of injury or damage.

40. **Entry for Pre-Lease Improvement:** Lessee may, on and after May 1, 2016, provided Lessee has otherwise complied with the other terms hereof, enter the Leased Premises, along with its vendors, contractors, and agents, during normal business hours to install furniture, fixtures, and equipment, Lessee agrees that such entry shall not create interference with the work of Lessor and Lessor may reasonably restrict such entry if Lessor reasonably believe such entry will interfere with Lessor's work. Lessor shall have no liability to Lessee for personal injuries sustained or death of any Lessee's employees, invitees, vendors,

contractors, agents or representatives, or damages to any property of Lessee or any of Lessee's employees, vendors, contractors, agents or representatives, stored on the Premises. Lessee shall and does indemnify, save and hold Lessor harmless from and against all claims and causes of actions from damages sustained by person or property, and against all claims of third persons for damages arising out of or related in any way to this right of entry, and for all damages and monies paid out by Lessor in settlement of any claim or judgments, as well as for all expenses and attorney's fees incurred in connection therewith, except where caused by Lessor's gross negligence or intentional act.

41. **Lease Renewal:** Provided the Lessee is not in default and has not been in default under this Lease, at the end of the initial term of this Lease Lessee will have the right to extend the Lease for two (2) consecutive 5 year extensions to renew with 6-month prior written notice. Lessee cannot exercise its right to the second extension until six (6) months prior to the expiration of the first extension.

42. **Lease Commission:** Lessor and Lessee each warrant and represent that it has not been represented by or negotiated with any broker in connection with this Lease other than CNL Specialty Real Estate Services and each party agrees to indemnify and hold the other party harmless if such warranty or representation is untrue. Lessor is responsible for payment of any commission due

such broker(s) pursuant to separate agreement between Lessor and broker(s).

43. Lessee's Work:

a. Lessee covenants and agrees that it will, at its sole cost and expense, construct, alter, repair, provide, and pay in full promptly when due for the work ("Lessee's Work") upon the Leased Premises, all of good materials and workmanship, and in accordance with all applicable requirements of law, rules and regulations or duly constituted authority and of any board of underwriters, rating bureau, or similar organization having jurisdiction, in accordance with Lessee's requirements therefore. Lessee agrees to perform Lessee's Work with diligent efforts and to be responsible for all property damage or personal injury resulting from Lessee's Work, and save and hold the Lessor harmless from any loss or liability arising out of or related to the same.

b. Lessee shall seek no reimbursement from Lessor and shall not be excused from paying rent when and in the amounts due hereunder on account of delays in the completion of Lessee's Work, unless caused by Lessor's gross negligence or intentional act.

c. Lessee, on behalf of itself and its contractors and suppliers, hereby waives any right which it might otherwise have to file or assert any mechanics' lien or claim against all or any part of the Premises on account of its performance of Lessee's Work. Furthermore Lessee shall not suffer or permit any

mechanics' or other liens to be filed against the Premises, or any part thereof, by reason of any work, labor, services, or materials supplied or claimed to have been supplied to Lessee or anyone holding the leased premises or any part thereof through or under Lessee, and nothing in this Lease contained shall be deemed or construed in any way as constituting the consent or request of Lessor, expressed or implied, to any contractor, subcontractor, laborer, or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration, or repair of the leased premises, nor as giving Lessee any right, power, or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any mechanics' liens against the same. In the event that any mechanics' or other lien or claim is filed against the Premises, or any part thereof, on account of Lessee's Work or any other work which Lessee is entitled to undertake on the Leased Premises, Lessee shall cause the same to be discharged or released by payment, bonding, or otherwise within 15 days of the filing thereof. If Lessee shall fail to do so, then Lessor shall have the right to pay or otherwise cause to be discharged any such lien or claim for the account of Lessee, and Lessee shall on demand pay all costs thereof plus interest thereon payable at the highest legal rate allowed in the State of Florida from the date due until paid; provided, however, the payment of such interest shall not excuse or cure the default.

d. To the extent that Lessee's Work includes work in addition to that which is provided for in Article 9 hereto, Lessee's right to make the same shall be subject to the provisions of Article 8 and any other applicable provision of this Lease.

44. **Lessor's Sale:** In the event Lessor elects to sell the Leased Premises, Lessor shall provide Lessee, provided Lessee is not in default of this Lease, with written notice of its intention to list the Leased Premises with a licensed real estate broker or advertise itself the sale of the Leased Premises. Lessee shall have ten (10) days from receipt of Lessor's notice of intention to submit a written offer to acquire the Premises which Lessor may, at its sole option, either accept or reject, or submit a counteroffer to Lessee on the terms the Lessor would accept. If no executed mutual agreement is reached by the parties within ten (10) days of Lessor's response to Lessee, Lessee's right to acquire the Premises, except as an open market bidder/purchaser, are terminated.

45. **Floor Plan:** The floor plan of the leased space is attached hereto and made a part hereof as Exhibit "D".

Signature Page to Follow:

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

Witnesses:

HELEN M. HENWOOD Helen M. Henwood
Print Name Treasurer

WILLIE E. HOBBS
Print Name Willie E. Hobbs

LESSOR:

SAINT MARK EVANGELICAL LUTHERAN CHURCH, DUNEDIN,
FLORIDA, INC., a Florida not-for-profit
corporation

By [Signature]
Name: Richard L. Dahmer
Its: President of the council

Witnesses:

Asime Dzafri Asime Dzafri
Print Name Emre Akbaba Emre Akbaba

Print Name

LESSOR:

GALAXY EDUCATION, INC.,
a Florida corporation

By [Signature]
Fatih Demir
President

EGP:cae
\\Discovery Academy Lease (Rev4 2-22-16) (clean copy)

EXHIBIT "A"

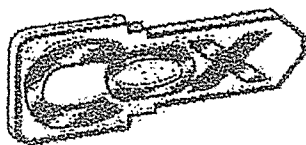
From August 1, 2016, through and including July 31, 2017, Lessee shall pay Lessor the sum of \$9,000.00 per month. Thereafter Lessee shall pay Lessor rental as follows:

\$12,750 per month from August 1, 2017 through July 31, 2018
\$13,005 per month from August 1, 2018 through July 31, 2019
\$13,265 per month from August 1, 2019 through July 31, 2020
\$13,530 per month from August 1, 2020 through July 31, 2021

Together with any state sales tax, if applicable.

EXHIBIT "B"

Copy of Air Conditioning Maintenance Contract



Heating and Air Conditioning, Inc.

"Your Key To Comfort Since 1958"

PEAK PERFORMANCE MAINTENANCE PLAN SAINT MARKS SCHOOL

Planned Maintenance • Priority • Emergency Service • Discount on All Repairs

Planned Maintenance

Two maintenance call each year plus two additional filter changes. Purpose: 1) inspect and advise of any needed repair; and 2) prevent breakdown and maintain efficiency. (No repairs are made without your approval.) Maintenance checks include the following 6 systems: per Willie

Wiring connections	Condensate pan, drain, and pump
Contactors	Evaporator coil
Volts-amps on compressors	Lubricate blower fans and motors
Volts-amps on condenser fans	Lubricate shafts and bearings-condenser fans
Change filters	Evaporator temperature differential
Change belts if required	Condenser temperature differential
Crankcase heater	Oil level
Volts-amps (heating) in Fall	Visual check for leaks
Connections (heating) in Fall	Condenser coil
High limit and safeties	Suction pressure cut-out
Staging	Suction pressure and discharge pressure
Water safeties	Refrigeration charge, super heat / sub cooling

Filters are covered 4 times a year

Priority Emergency Service

Should you have a breakdown, our own dispatched service technicians will respond to your call as a priority service call. We service our Commercial Service Policy customers first.

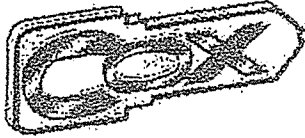
Discount on Repairs

When you become a Cox Heating and Air Condition, Inc., Commercial Service Policy Holder, you are entitled to a TEN PERCENT discount on all parts while under contract.

2198 Calumet Street
Clearwater, Florida 33765

<http://www.coxair.com>
State Certified CAC1816108
1-800-330-2690

Phone: 727/442-6158
Fax: 727/442-2978



Heating and Air Conditioning, Inc.

"Your Key To Comfort Since 1958"

TOTAL ANNUAL INVEST AMOUNT: \$ 1,700.00

Agreement will commence upon receipt of payment.

ACCEPTED BY: _____ Date: _____

PATRICK BLANK, Service Manager
(727) 442-6158 or patb@coxair.com

2198 Calumet Street
Clearwater, Florida 33765

<http://www.coxair.com>
State Certified CAC1816108
1-800-330-2690

Phone: 727/442-6158
Fax: 727/442-2978

0002/0002

COX AIR COND

01/25/2016 11:57AM FAX +7274422978

F.O.
R-P

EXHIBIT "C"

Replacement of the four (4) air conditioning units on the second level.

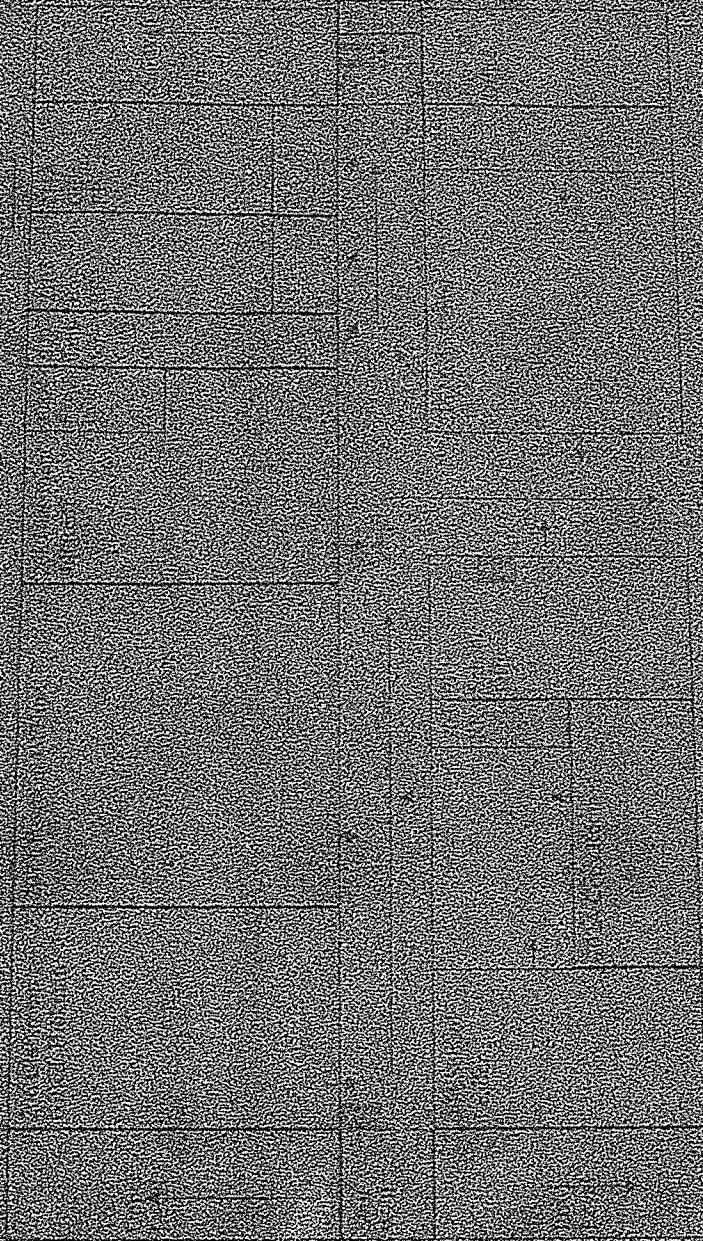
Replacement of missing section of chain link fence.

EXHIBIT "D"

Floor Plan



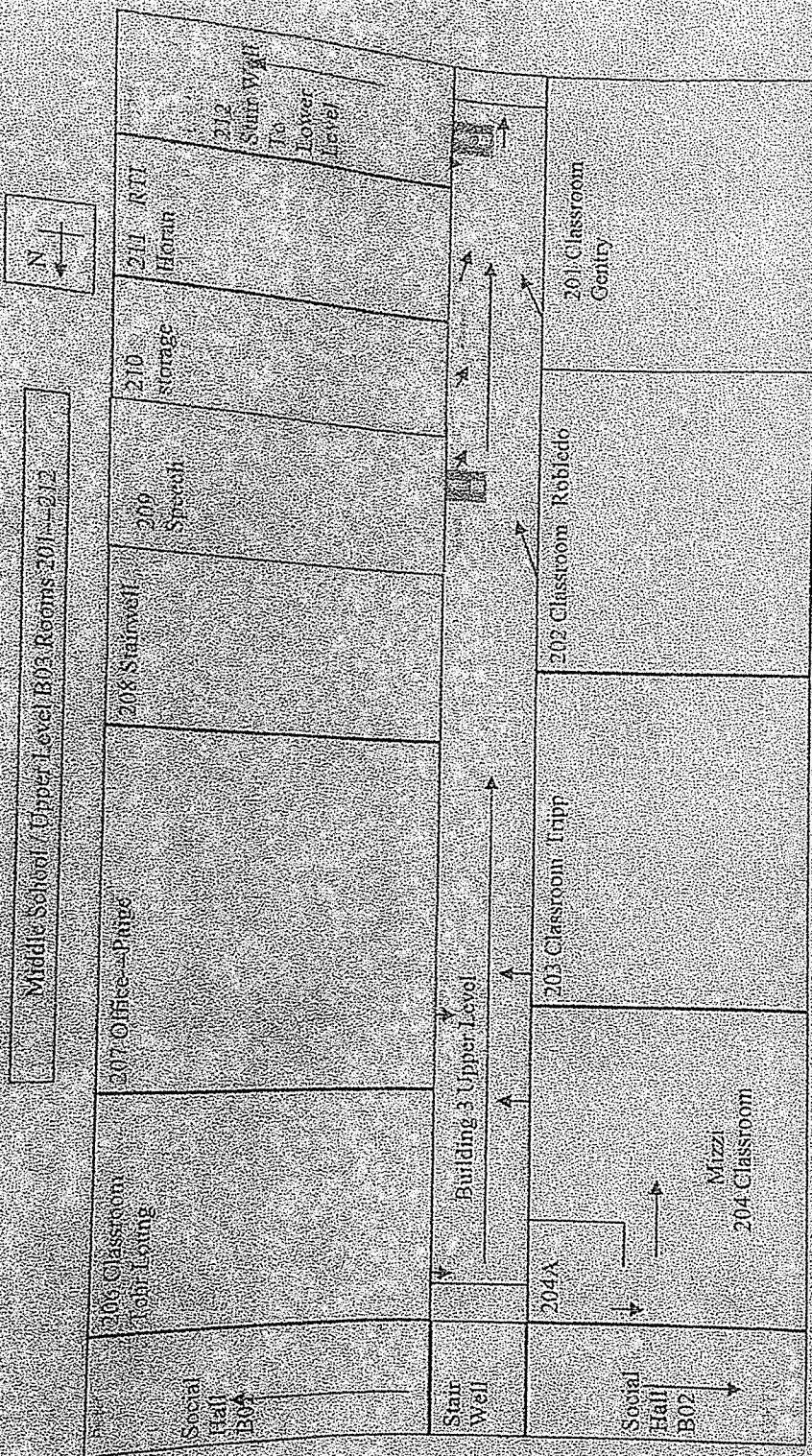
F.O.
R-4



10/20/2020
J. Curlew



P.O.
P.O.



F.O.
2.0

CHARTER SCHOOL AGREEMENT

Between

GALAXY EDUCATION, INC.

and

THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

for

DISCOVERY ACADEMY OF SCIENCE

_____, 2016

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CHARTER SCHOOL APPLICATION

NAME

ADDRESS

1. Applicant's Name
2. Applicant's Address
3. Applicant's Phone Number
4. Applicant's Email Address
5. Applicant's Date of Birth
6. Applicant's Current School
7. Applicant's Current Grade
8. Applicant's Current Teacher
9. Applicant's Current School Address
10. Applicant's Current School Phone Number
11. Applicant's Current School Email Address
12. Applicant's Current School Website
13. Applicant's Current School Accreditation
14. Applicant's Current School Rating
15. Applicant's Current School Test Scores
16. Applicant's Current School Discipline Record
17. Applicant's Current School Attendance Record
18. Applicant's Current School Graduation Rate
19. Applicant's Current School Dropout Rate
20. Applicant's Current School Enrollment

CHARTER SCHOOL APPLICATION

1. Applicant's Name
2. Applicant's Address
3. Applicant's Phone Number
4. Applicant's Email Address
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6. Applicant's Current School
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CHARTER SCHOOL APPLICATION

1. Applicant's Name
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3. Applicant's Phone Number
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APPENDICES

1. The application
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THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

THIS CHARTER entered into as of the ___ day of _____ by and between THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA, a body corporate operating and existing under the Laws of the State of Florida and **GALAXY EDUCATION, INC.** a non-profit organization, for the operation of DISCOVERY ACADEMY OF SCIENCE.

Definitions

Definitions: The following terms shall have the following meanings herein unless the context clearly requires otherwise:

Application shall mean the School's application for a Charter (including amendments) as submitted to and approved by the School Board.

Governing Board shall mean the governing board or body of the School.

Charter shall mean this charter entered into between the School and the Sponsor.

County shall mean Pinellas County, Florida.

District shall mean the school district for the County as referenced in Art. IX, Section 4, Florida Constitution.

FDOE shall mean the Florida Department of Education.

School shall mean Discovery Academy of Science (contracting party/legal entity and dba).

Sponsor shall mean the school board of the District as referenced in Art. IX, Section 4, Florida Constitution.

State shall mean the State of Florida.

Superintendent shall mean the superintendent of schools for the District as referenced in Art. IX, Section 4, Florida Constitution.

Section 1

- A. Application is Approved. The Application is approved by the Sponsor. A copy of the Application is attached hereto as Appendix 1 and constitutes a part of this Charter. In the event of any conflict between the Application and any other provision of this Charter, the Charter provision shall control.

B. Term of Charter.

1. Effective Date. This Charter shall become effective on the date it is approved by the both parties.
2. Term. The term of this Charter shall be 5 years commencing on July 1, 2016 and ending on June 30, 2021 unless terminated sooner as provided herein. The term shall be automatically extended on a month-to-month basis until the Charter has been renewed, nonrenewed, or terminated by the Sponsor. If the parties cannot reach agreement on the terms of a new contract, either party may request mediation from the FDOE, pursuant to section 1002.33(6)(h), Florida Statutes. If the Commissioner of Education determines that the dispute cannot be settled through mediation, the dispute may be appealed to an administrative law judge appointed by the Division of Administrative Hearings. The administrative law judge has final order authority to rule on whether proposed provisions of the charter violate the intended flexibility granted charter schools by statute.
3. Start-Up Date. For the first year of operating under this Charter the School shall begin classes on the same day as the Sponsor or at such other time as otherwise agreed to by the Parties. The school cannot open absent submission of all required Pre-Opening documents as specified in Section 11 of this contract. In the event that the School has not submitted all Pre-Opening documents the School shall be afforded the opportunity to take one (1) planning year. The planning year does not extend the term of this Contract. Failure to open the School within 24 months of application approval is good cause for termination of this Charter.
4. School Calendar. The School shall maintain the same school calendar as the Sponsor for the term of this Charter.
5. Charter Modification. This Charter may be modified during its initial term or any renewal term only upon approval of both parties. No such modification shall be enforceable unless it is in writing and approved by both the Governing Board and the Sponsor. If the modification involves changes to the grade levels, except as provided by law for high-performing charter schools, the School must provide information acceptable to the Sponsor relating to curriculum, budget, facilities, and staff.
6. Charter Renewal. This Charter may be renewed as provided for in section 1002.33, or 1002.331, Florida Statutes. A Sponsor may not require a charter school to waive the provisions of s. 1002.331, Florida Statutes, or require a student enrollment cap that prohibits a high-performing charter school from increasing enrollment in accordance with s. 1002.331(2), Florida Statutes, as a condition of approval or renewal of a charter.

C. Education Program and Curriculum

1. Any material change to the education program and/or curriculum as described in the approved Application or Charter requires Sponsor approval.
2. The School agrees to implement its educational and related programs as specified in the Application unless otherwise modified by this Charter.
3. The School shall make reading a primary focus of the curriculum and provide sufficient resources to identify and provide specialized instruction for students who are reading below grade level. The reading curriculum and instructional strategies shall be consistent with Florida Standards and grounded in scientifically-based reading research.
4. The School shall adopt the District's plan for English Language Learners, or implement an alternate District approved plan. If applicable, the School's plan for English Language Learners is attached hereto as Appendix 3. The plan must include sufficient information and detail to allow the Sponsor to determine legal sufficiency.
5. The School will establish the current incoming baseline standard of student academic achievement, the outcomes to be achieved, and the method of measurement that will be used, as described in the approved Application or otherwise described in this Charter.

D. Renewal/Non-Renewal/ Termination

1. Non-Renewal/Termination of this Charter. The Sponsor shall make student academic achievement for all students the most important factor when determining whether to renew or terminate this Charter. The Sponsor may choose not to renew or terminate this Charter for any of the following reasons as set forth in section 1002.33(8), Florida Statutes.
 - i. Failure to participate in Florida's education accountability system created in s. 1008.31, as required in this section, or failure to meet the requirements for student performance stated in the charter.
 - ii. Failure to meet generally accepted standards of fiscal management.
 - iii. Violation of law.
 - iv. Other good cause shown, which may include, but is not limited to,

any of the following:

- a. Failure to cure a material breach of any term or condition of this charter after written notice of noncompliance;
- b. Failure to implement a reading curriculum that is consistent with effective reading strategies grounded in scientifically based reading research if not timely cured after written notice;
- c. Filing for voluntary bankruptcy, adjudication of bankruptcy or of insolvency, or other state of financial impairment by the School such that the School can no longer operate or is no longer financially viable;
- d. Failure by the School to provide the District with access to records as required by law or this Charter;
- e. Failure of the School to maintain minimum insurance coverage as described in this Charter if not timely cured after written notice;
- f. Violation by the School of any court order pertaining to the operation of the School;
- g. A criminal conviction upon matters involving the School against either the Governing Board, its members (collectively or individually), or the management company where the Board knew or should have known of the conduct underlying the conviction and failed to take corrective action;
- h. Failure by the School to timely submit to the District a financial corrective action plan or financial recovery plan and required supporting documents following a notification from the District, Auditor General, or FDOE, that such a plan is required;
- i. Failure by the School to implement any financial corrective action plan or financial recovery plan approved by the Florida Commissioner of Education pursuant to section 218.503, Florida Statutes;
- j. Failure to provide periodic progress reports as required by the financial recovery plan if not timely cured after written notice;

- k. Perpetration of a fraud upon the District or material misrepresentation in the Application;
- l. Failure to comply with background screening and other requirements set forth in section 1002.33, Florida Statutes;
- m. Failure by the School 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), Section 504 of the Rehabilitation Act and applicable laws relating to English Language Learners (ELL).
- n. Failure to make sufficient progress in attaining the student achievement objectives of the Contract and a showing that it is not likely that such objectives can be achieved within the time period provided in this Charter;
- o. Willfully or recklessly failing to manage public funds in accordance with the law;
- p. Any action by the School that is detrimental to the health, safety, or welfare of its students that is not timely cured after written notice;
- q. Failure to maintain the minimum number of governing board members for more than 30 days;
- r. Failure to obtain and maintain 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 Charter.
- s. a failure by the School to meet one or more goal for student performance School as set forth in the Application or as reported annually to Sponsor;
- t. the School's receipt, from the Florida Department of State, of a school grade of "F" in any two consecutive school years;
- u. a failure by the School to make contributions to the Florida Retirement System (FRS), if the School has elected to participate in the FRS;

- v. a failure by the School to pay payroll taxes to the Internal Revenue Service;
- w. the School's delinquency in payments for its debts;
- x. the failure of the School's annual audit to comply with the requirements specified in this Agreement or the School's failure to timely submit financial reports or other reports required by s. 1002.33, F.S., or by this Agreement;
- y. the School's failure to meet generally accepted accounting principles;
- z. 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;
- aa. 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
- bb. the School's failure to timely submit all financial statements in the format specified by the Sponsor;
- cc. the School's failure to fulfill all the requirements for highly qualified instructional personnel as defined by federal and state law;
- dd. 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.;

- ee. the School's failure to timely submit the annual report to the Sponsor;
- ff. the School's failure to timely submit the School Improvement Plan to the Sponsor;
- gg. the School's failure to participate in all state assessment programs;
- hh. the School's failure to allow the Sponsor reasonable access to facilities and records to review data sources, including collection and recording procedures;
- ii. the School's failure to comply with the education goals established by s. 1000.03(5), F.S.;
- jj. the School's failure by a secondary school to comply with Sections 1003.43 and the student progression standards in 1008.25, F.S.;
- kk. the School's failure to use records and grade procedures that adequately provide the information required by the Sponsor;
- ll. 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;
- mm. 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;
- nn. the School's failure to timely submit the annual financial audit as required by s. 218.39, F.S.;
- oo. 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;
- pp. the School's failure to provide evidence of required insurance at any time during the term of this Agreement; or

qq. 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.

2. The Sponsor shall notify the Governing Board in writing at least ninety days prior to renewing, non-renewing, or terminating this Charter.

- i. If the Sponsor issues a notice of non-renewal or termination, the notice shall state in reasonable detail the grounds for the proposed action and stipulate that the Governing Board may, within 14 calendar days of receipt of the notice, request a hearing.
- ii. A request for a hearing must be authorized by a vote of the Governing Board and be submitted pursuant to the Notice provisions of this Contract. Sponsor will elect 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

3. The Sponsor may immediately terminate this charter pursuant to section 1002.33(8)(d), Florida Statutes.

- i. Upon receipt of notice of immediate termination from the Sponsor, the School shall immediately provide the Sponsor access to the School's facilities along with security system access codes and access codes for all School owned/leased computers, software, networking, switching and all other technical systems in the School's facilities or remotely located areas serving the School, and shall immediately make accessible all educational and administrative records of the School. Moreover, within two (2) business days, the School shall turn over to the Sponsor copies of all records and information regarding the accounts of all of the public funds held by the School. The Sponsor shall assume operation of the school throughout the pendency of the hearing as provided for in s. 1002.33(8)(d), Florida Statutes, unless the continued operation of the School would materially threaten the health, safety or welfare of the students. Failure by the Sponsor to assume and continue operation of the School shall result in the awarding of reasonable costs and attorney's fees to the School if the School prevails on appeal. If the School prevails in an appeal through a final adjudication and mandate by the appellate court, or

by the final order of the School Board (if no appeal is filed), 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 Governing Board shall resume operation and oversight of the School.

- ii. The School's instructional and operational employees may continue working in the School during the time that the Sponsor operates the School, at the Sponsor's option, but will not be considered employees of the Sponsor. Any existing employment contracts that any School personnel may have with the School may not be assumed or transferred to the Sponsor or any entity created by the Sponsor during the assumption of operations of the School unless the Sponsor or its entity, and the School, agree otherwise. The Sponsor reserves the right to take any appropriate personnel action regarding the School's employees.

4. If the School elects to terminate or non-renew the Charter, it shall provide reasonable prior notice of the election to the Sponsor indicating the final date of operation as voted by the Governing Board at a publicly noticed meeting. A board resolution signed by the School's Governing Board chair and secretary, indicating support of this action, shall accompany the written notification provided to the Sponsor. The School agrees that such notification shall be considered a voluntary termination by the governing board and a waiver of its right to a hearing or appeal.

5. Upon notice of termination or non-renewal the School shall not remove any public property from the premises.

E. Post Termination Provisions

1. If this Charter is not renewed or is terminated, the School shall be responsible for all the debts of the School. The District shall not assume the debt from any contract for services including lease or rental agreements, made between the School and a third party, except for a debt previously detailed and agreed upon, in writing, by both the Sponsor and the Governing Board and that may not reasonably be assumed to have been satisfied by the Sponsor.

2. In the event of termination or non-renewal of this charter, any and all leases existing between the District and the School shall be automatically cancelled, unless the lease provides otherwise. In no event shall the District be responsible under any assignment of a lease for any debts or obligations of the School incurred prior to such assignment.

3. In the event of termination or non-renewal any students enrolled at the School may be enrolled at their home District school, or any another school, consistent with the District's student transfer procedures including transfer of all student records to the receiving school. All assets of the School purchased with public funds, including supplies, furniture and equipment, will revert to full ownership of the Sponsor (subject to any lawful liens or encumbrances) or as otherwise provided by law. Any unencumbered public funds from the charter school, district school board 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 charter school, shall be held in trust upon the Sponsor's request, until any appeal is resolved. If the School's accounting records fail to clearly establish whether a particular asset was purchased with public funds, then it shall be presumed public funds were utilized and ownership of the asset shall automatically revert to the Sponsor.

4. 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.

5. Upon initial notification of non-renewal or termination of this Agreement, the School may not expend more than \$10,000 per expenditures without prior written approval of the Sponsor unless the expenditure was included in the annual budget previously submitted to the Sponsor, is for reasonable attorney fees during the pendency of an appeal, or is for reasonable fees and costs to conduct an independent audit.

6. Final Audit: Pursuant to section 1002.33, Florida Statutes, upon notice of non-renewal, closure, or termination, an independent audit shall be completed within 30 days to account for all public funds and assets. During the fiscal year in which the termination or non-renewal occurs, the Sponsor may withhold from the School's FEFP funds, without penalty or interest, an amount necessary to cover the costs for a final financial audit of the School. The audit shall be conducted by an independent certified public accountant.

F. General Statutory Requirements

1. The School shall not discriminate in educational programs/activities or employment and shall provide equal opportunity for all as required by Federal, State and local law, rule, regulation and court order.
2. Additionally, the School shall comply with those statutes that specifically apply to charter schools as set forth in section 1002.33 generally, subsection 1002.33(16), and other applicable State laws. The School agrees that it will abide by all Federal and State laws, statutes, rules, and regulations applicable to charter schools and also abide by the terms and conditions of the Charter.

Section 2: Academic Accountability

Student academic achievement for all students shall be the most important factor when considering whether to renew, non-renew, or terminate this charter.

A. Annual Objectives

1. By September 15th of each year the Sponsor shall provide the School with academic student performance data on state required assessments for each student attending the School that was enrolled the prior year in another public school, pursuant to s. 1002.33(7)(a)3., Florida Statutes, provided that the Sponsor has received proficiency data from the Florida Department of Education. If proficiency has not been transmitted by the Florida Department of Education, the deadline in this paragraph will be extended until such time as such data is received and processed by the Sponsor. The Sponsor may fulfill this requirement by providing the School access to the data.
2. By September 15th of each year the Sponsor shall provide the School the rates of academic progress for the prior year for comparable student populations in the district school system, provided that the Sponsor has received proficiency data from the Florida Department of Education. If proficiency has not been transmitted by the Florida Department of Education, the deadline in this paragraph will be extended until such time as such data is received and processed by the Sponsor. The data shall include proficiency and growth on state assessments for English Language Arts and Mathematics by grade grouping (grades 3-5, 6-8, 9-11) for the following student groups:
 - i. Students scoring a level 1 on prior year assessment
 - ii. Students scoring a level 2 on prior year assessment
 - iii. Students scoring a level 3 or higher on prior year assessments
 - iv. Students with disabilities

v. English Language Learners

3. By October 15th of the first year of the School's operation, the School shall provide its proposed academic achievement goals for the current year to the Sponsor. The academic achievement goals shall include, at a minimum, growth and proficiency on state assessments, and may include performance on additional assessments included in the approved charter application. At such time as the School begins serving high school students, the academic achievement goals must include a goal for the School's graduation rate. If the school will not serve students in grades that participate in the statewide assessments the academic achievement goals shall be based on the assessments included in the approved application, and at least one assessment administered in traditional public schools in the District.

i. The Sponsor shall review the proposed academic achievement goals within 30 days of receipt. If the Sponsor does not accept the proposed academic achievement goals it shall provide the School a written explanation. If the School and Sponsor cannot agree on academic achievement goals either party may request mediation pursuant to section 1002.33(6), Florida Statutes. If the Sponsor does not provide written notification within 30 days of receipt, the goals shall be deemed accepted by the Sponsor.

4. By October 15th of the second year of the School's operation, the school shall provide its proposed academic achievement goals for the remaining years of the contract, up to a maximum of four years or the end of the current contract term, whichever occurs first, using the same parameters and testing set forth in Section 2.A.3, above. Schools that have contracts in excess of five years shall resubmit proposed academic achievement goals every four years pursuant to the process described in this paragraph.

i. The Sponsor shall review the proposed academic achievement goals within 30 days of receipt. If the Sponsor does not accept the academic achievement goals it shall provide the School a written explanation. If the Sponsor does not respond within 30 days of receipt the academic achievement goals are deemed accepted. If the School and Sponsor cannot agree on academic achievement goals either party may request mediation pursuant to section 1002.33(6), Florida Statutes. The goals may be adjusted at any time upon mutual written consent of both parties.

5. Annually, the School shall report its performance against the academic goals. If the School falls short of the academic achievement goals set forth under the provisions of this contract the Sponsor shall report such shortcomings to the

FDOE.

6. The School and Sponsor may agree to adjust the goals through a contract amendment or addendum.

7. Methods of Measurement: The methods used to identify the educational strengths and needs of students are set forth in the approved Application.

8. School Improvement Plans: The School shall develop and implement a School Improvement Plan as required by section 1002.33(9)(n), Florida Statutes and applicable State Board of Education Rules or applicable federal law.

B. Assessments

1. State required assessments: All students at the School will participate in all State assessment programs and assessments required by law. The School shall facilitate required alternate assessments and comply with state reporting procedures.

2. Additional Assessments: Students may participate in any or all District assessment programs in which the District students in comparable grades/schools participate and shall participate in any other assessments as described in the Application. The School shall be responsible for the costs of District assessments that are not required by law or this Charter, except those developed with federal funds or those developed using Florida's Item Bank and Test Platform

3. If an IEP, 504 Plan and/or an EP for a student indicates accommodations or an alternate assessment for participation in a State assessment, or District assessment, as applicable, the School will facilitate the accommodations or alternate assessment and comply with State reporting procedures.

4. All School personnel involved with any aspect of the testing process must abide by State policies, procedures, and standards regarding test administration, test security, test audits, and reporting of test results. The Sponsor shall invite the School staff to District offered training related to State assessment administration and, as applicable, District Assessment administration, at no cost to the School. The Sponsor shall provide to the applicable School staff all services/support activities that are routinely provided to the Sponsor's staff regarding implementation of District and State-required assessment activities. The School shall designate a testing coordinator and shall be responsible for proper test administration. The School shall permit the Sponsor to monitor and/or proctor all aspects of the School's test administration, if the Sponsor deems it necessary.

5. The District shall provide the School with reports on District and State assessments in the same manner and at the same time as for all public schools in the District.

6. The School shall, at its expense, provide adequate technological infrastructure to support all required online test administration.

- C. **Student Promotion/Graduation:** The School's student promotion policy shall be consistent with the provisions of the Application. The School will adopt the Sponsor's student progression plan.

The School's policy for determining that a student has satisfied the requirements for graduation shall be consistent with the provisions of the Application, and Florida Law.

Schools that serve students in grade 12 shall annually notify parents in writing the accreditation status of the school and the implications of non-accreditation, if applicable. The notification may be provided in the parent handbook.

- D. **Data Access and Use Pursuant to Statute**

The School agrees to allow the District reasonable access to review data sources in order to assist the District in making a valid determination about the degree to which student performance requirements, as stated in this Charter, have been met.

Section 3: Students

- A. **Students Served:** The School will serve students in grades K through 12.

The School may provide enrollment preferences as allowed for in section 1002.33(10), Florida Statutes. Further, the School may limit the enrollment process to target specific student populations as set forth in section 1002.33(10)(e), Florida Statutes as described in the approved application.

The School will accept all eligible students in accordance with federal and state anti-discrimination laws and in accordance with the Florida Educational Equity Act, section 1000.05(2) (a), Florida Statutes. The School will not discriminate on the basis of race, gender, ethnicity, religion, national or ethnic origin or disability in the admission of students. The school may not request prior to enrollment, through the application or otherwise, information regarding the student's prior academic performance, whether the student is a student with a disability, or for IEPs, accommodation plans or any other documents relating to the student's status as a student with a disability.

The School shall be non-sectarian in its programs, admissions policies, employment

practices and operations. The School will meet all applicable state and local health, safety, and civil rights requirements.

- B. Non-Discrimination: The School shall make reasonable efforts, in accordance with federal law, to achieve a racial/ethnic balance reflective of the community it serves or within the racial/ethnic range of other public schools in the District and shall not discriminate against students with disabilities who are served in Exceptional Student Education programs (ESE) and students who are served as English Language Learners (ELL).

If the District is operating under a federal order or other resolution or settlement agreement, the School shall comply with those requirements applicable to charter schools that are not considered a local education agency (LEA). The charter school is not required to comply with federal requirements applicable to charter schools also considered to be an LEA.

- C. Recruitment

The School will recruit throughout all segments of the community. This may include direct mailings, public advertisement utilizing the local and community press and informational meetings at a variety of locations using both English and other languages where appropriate.

- D. Eligible Students

1. Each year, the School agrees to enroll an eligible student by accepting a timely application through deadlines as determined by the Governing Board and publicly advertised. If the target goal of students is not met by the deadline, and the school wishes to extend, the School will give sufficient public notice and extend the application deadline for a set time as determined and publicized by the governing board. If, at the 10 day count, the registered enrollment as reflected in the Sponsor's data system is less than 75% of the School's total projected enrollment as described in either the approved application for the first year or as determined under the provisions of Section 3.G. of this contract, the School shall, upon request by the Sponsor, submit a revised budget within 30 days taking into account the reduced enrollment. Failure to provide the revised budget may constitute good cause for termination.

2. If the number of applications exceeds the capacity of the program, class, grade level, or building, all applicants shall have an equal chance of being admitted through a random selection process. The School may give preference in admission to students or limit the enrollment as provided for in section 1002.33(10), Florida Statutes. The School shall clearly indicate in its Policies and

Procedures the lottery procedures, and any/all enrollment preferences the school will utilize.

3. Enrollment is subject to compliance with the provisions of section 1003.22, Florida Statutes, concerning school entry health examinations and immunizations.

4. If this Charter is not renewed or is terminated, a student who attended the School may be enrolled in another public school pursuant to Sponsor policies.

5. A student may withdraw from the School at any time and enroll in another public school, as determined by District policy. The School shall work in conjunction with the parent(s) and the receiving school to ensure that such transfers minimize impact on the student's grades and academic achievement.

6. Students at the School are eligible to participate in an interscholastic extracurricular activity at the public school to which the student would be otherwise assigned to attend pursuant to section 1006.15(3)(d) and 1002.20(18)(c), Florida Statutes.

E. Class Size

The School shall be in compliance with Florida Constitutional Class Size Requirements, as applicable to charter schools.

F. Annual Enrollment

1. Preliminary Projection: No later than November 1 of each year, the School shall provide to the Sponsor the School's preliminary projected enrollment for the following school year. The projected enrollment shall not constitute a cap on the School's enrollment for the following school year.

2. Annual Enrollment Capacity: The School shall serve the number of students 900 and grade levels K-12 as set forth in Appendix I and such amendments to these numbers and grade levels as may from time to time be approved by the Sponsor. School shall have and maintain a minimum of 100 students. The School acknowledges and agrees that these minimums are necessary in order to generate sufficient FTE to ensure financial viability of the School, and that failure to maintain these minimum enrollments shall constitute good cause for termination of the Agreement. Any increase in the maximum number of students noted herein above must be approved as an amendment to this Charter by Sponsor at a regularly scheduled School Board meeting. 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 relating to siting approvals of original locations.

3. Final Enrollment Projection: No later than June 1 of each year, the School shall provide to the Sponsor the School's final enrollment projection for the upcoming school year. For purposes of this contract, final enrollment projection is not annual capacity, but is the School's projection for how many students will be enrolled when the school year begins as will serve as the basis for initial FEFP payments. Such projection shall be reviewed and approved by Sponsor, such approval not to be unreasonably withheld. If Sponsor does not approve of projection, Sponsor and School will work together to determine a projection that is agreeable to both parties.

Disagreements between the Sponsor and the School relating to enrollment capacity will be resolved using the dispute resolution provisions in this Charter and section 1002.33, Florida Statutes. The School shall not enroll students in excess of the physical capacity of the building, unless the School operates multiple sessions, in which case, the physical capacity of the School shall not be exceeded during any session.

The enrollment capacity of a School that is designated as High-Performing pursuant to section 1002.331, Florida Statutes, shall be determined by the governing board.

H. Maintenance of Student Records as Required by Statute

1. The School shall maintain confidentiality of student records as required by federal and state law.
2. The School will maintain active records for current students in accordance with applicable Florida Statutes and State Board of Education rules.
3. All permanent (Category A) records of students leaving the School, whether by graduation, transfer to another public school, or withdrawal to attend another school, will be immediately transferred to the District in accordance with Florida Statutes. Records will be transmitted to the District's records retention department.
4. Records of student progress (Category B) will be transferred to the appropriate school if a student withdraws to attend another public school or any other school. The School may retain copies of the departing student's academic records created during the student's attendance at the School.

5. Upon the withdrawal of a student from the School, the School will retain the student's original records, except that such records will be immediately transferred to another District school when requested by that school. Requests for student records from public or private schools outside of the County and private schools within the County must be made in writing. Only copies of requested records may be provided. Copies only of student records may be provided to parents upon their request unless the student is considered an eligible student under FERPA. The School will retain the student's record for three (3) years after student withdrawal or until requested by another District public school in this County, whichever comes first. At the end of the third year all inactive student records will be returned to the District's records retention department.

6. Upon termination or closure of the School, all student education records and administrative records shall be transferred immediately to the Sponsor's records retention office for processing and maintenance.

7. The School will comply with all other public record retention requirements for non-student related records in a manner consistent with applicable Florida law. The School shall comply with Fla. Stat. Chapter 119 (the Public Records Act) and all other applicable statutes pertaining to public records.

8. The Sponsor will ensure that all student records will be provided immediately to the School upon request and upon enrollment of students in the School from a District school.

9. The School must maintain a record of all the students who apply to the School, whether or not they are eventually enrolled. The information shall be made available to the Sponsor upon written request. However such requests may not be made until after the October survey period. The School shall maintain documentation of each enrollment lottery conducted. Such documentation shall provide sufficient detail to allow the Sponsor to verify that the random selection process utilized by the School was conducted in accordance with section 1002.33(10)(b), Florida Statutes. Records must be maintained in accordance with applicable record retention laws.

- I. Exceptional Students. Exceptional students shall be provided with programs implemented in accordance with applicable Federal, state and local policies and procedures; and, specifically, the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973, sections 1000.05 and 1001.42(4) (l) of the Florida Statutes, and Chapter 6A-6 of the Florida Administrative Code. This includes, but is not limited to:

1. A non-discriminatory policy regarding placement, assessment,

identification, and selection.

2. Free appropriate public education (FAPE).
3. Individual Educational Plans (IEP's), to include an annual IEP meeting with the student's family.

Students with disabilities will be educated in the least restrictive environment, and will be segregated only if the nature and severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

School will make a continuum of placements available to students with disabilities. Parents of students with disabilities will be afforded procedural safeguards in their native language, consistent with the manner that those safeguards are provided in the District's traditional schools or using the District's materials. Unless the School is specifically for students with disabilities, the School shall not request through the School's application a student's IEP or other information regarding a student's special needs, nor shall the school access such information prior to the enrollment lottery.

Those students, whose needs cannot be adequately addressed at the School, as determined by the IEP team, will be referred to an appropriate placement within the District. Parents of students with disabilities will be afforded procedural safeguards in their native language, consistent with the manner that those safeguards are provided in the District's traditional schools or using the District's materials. Unless the School is specifically for students with disabilities, the School shall not request through the School's application a student's IEP or other information regarding a student's special needs, nor shall the school access such information prior to the enrollment lottery.

Upon enrollment, or notice of acceptance sent to the student, the School may request from the District information related to the student's program and needs, including the student's most recent IEP, which shall be provided within 10 days. If the School believes, upon review of the IEP, that the student's needs cannot be met at the School an IEP meeting shall be convened within 30 days. The Sponsor shall be invited to and may attend the meeting, at which time the IEP team shall determine whether the School is an appropriate placement for the student. If the IEP team determines that the school is NOT an appropriate placement for the student, the School will cooperate with the Sponsor to determine an appropriate placement.

A representative of the Sponsor shall be invited to participate in all IEP meetings.

The Sponsor retains the right to determine whether or not to send a representative to such meetings.

The Sponsor will serve as the LEA at all eligibility staffing 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.

The School will provide reasonable accommodations to students with a physical or mental impairment which substantially limits a major life activity, if and to the extent required to enable such students to have an opportunity to be successful in their educational program equal to that of their non-disabled peers. The School shall prepare a 504 Accommodation Plan for all such students who do not have an IEP, in accordance with Section 504 of the Rehabilitation Act and its implementing regulations.

4. Due Process Hearing:

- i. A student, parent, or guardian who indicates at an IEP, EP, or 504 meeting that they wish to file for a due process hearing or State Complaint pursuant to State law and rules shall be given the appropriate forms by the School. These forms shall also be provided upon request at any other time.
- ii. Due process hearing requests shall be forwarded to the Sponsor's ESE Director and the District's General Counsel within one (1) school day of receipt.
- iii. The Sponsor will select and assign an attorney in consultation with the School. The School may also hire an attorney at its cost to consult and cooperate with the Sponsor. Final decisions on legal strategies shall be made by the Sponsor's attorney in consultation with the School.
- iv. In cooperation with the assigned attorney, the School is responsible for scheduling resolution and mediation meetings as required under State and Federal law.
- v. The Sponsor shall ensure that:
 - a. The due process hearing is conducted pursuant to applicable State laws and rules;
 - b. A final decision is reached; and
 - c. A copy of the decision is mailed to the parties.
- vi. The School shall bear all the costs associated with the administrative due process hearing, legal representation, discovery, court reporter, and interpreter. In

the event that the student, parents, or guardians prevail, either through a hearing or settlement, the School shall pay any and all attorneys' fees, reimbursements, compensatory education and any other costs incurred, agreed upon or awarded; however, the District shall assume and/or reimburse the costs of the defense attributable to, caused by or through the fault of the District, if any. Costs and fees incurred will be automatically reduced from the FTE funds passed through the Sponsor to the School, without any penalty of interest, although the School may request and the parties agree to a payment plan.

If the School receives a complaint filed or becomes aware of an investigation with the Office of Civil Rights or any other governmental entity and the complaint or investigation relates to the School and could involve the Sponsor, the School shall within one (1) school day notify the Sponsor and provide the Sponsor any documentation from the agency. The School shall fully cooperate with the Sponsor during the investigation and proceeding and provide the Sponsor any relevant information. The School shall bear all costs associated with the investigation. However, the Sponsor shall assume and/or reimburse the costs attributable to, caused by, or through the fault of the Sponsor, if any.

- J. ESE Administrative Services. ESE administrative services covered by the administrative fee, pursuant to section 1002.33(20), Florida Statutes, includes professional development related to IEP development; access to any electronic IEP system or forms; initial evaluation for ESE placement; and other supports and services as agreed to by the School and the District.
- K. English for Speakers of Other Languages: Students at the School who are English Language Learners will be served by English to Speakers of Other Languages (ESOL) certified personnel who will follow the District's Plan for English Language Learners (ELLs), or an alternate plan that has been approved by the Sponsor. The School shall be invited to attend the District's ESOL Procedures Training(s) and shall comply with applicable rules and regulations.
- L. Dismissal Policies and Procedures

The School shall implement the dismissal policies as described in the approved Application or subsequently submitted to and approved by the Sponsor. If the School materially revises the dismissal policies, it shall provide them to Sponsor for review and approval prior to adoption by the Governing Board. If the Sponsor determines that the revised dismissal policies violate applicable law it shall provide the School with written notice within 30 days. The School shall have the opportunity to resubmit.

The School may withdraw a student involuntarily for failure to maintain eligibility, such as District residency requirements, or for violation of the School's Student Conduct Code if such code has been reviewed and approved by Sponsor, which must also be compliant

with IDEA, Section 504 of the Rehabilitation Act, and the American with Disabilities Act (ADA) for student with disabilities.

The School may not withdraw a student involuntarily for poor academic performance, for poor attendance or for a minor infraction of the School's Code of Conduct. The school will ensure that no pressure, coercion, negotiation or other inappropriate inducement may be used to attempt to have parents/guardians withdraw students from the School.

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.

M. Student Code of Conduct, Suspension and Expulsion

The School will maintain a safe learning environment at all times. The School shall adopt a Code of Student Conduct as described in the approved Application. The School will report each month to the District the number of violations of the Code, by offense, to be included in the District's discipline reporting, as required by law. The School agrees that it will not engage in the corporal punishment of students. Students recommended for expulsion or placement in an alternative school will be referred to the Sponsor for appropriate disposition. Students with disabilities shall be afforded a manifestation determination if required by the Individual with Disabilities Education Act.

N. School/Parent Contract

The School agrees to submit any proposed Parent Contracts, including amendments, to the Sponsor for review by March 1 annually. The Sponsor shall approve the proposed parent contract or reject it if it does not comply with applicable law, within 30 days of receipt. If the Sponsor rejects the proposed Parent Contract it shall provide its reasons for rejection in writing, detailing the legal insufficiency, and shall allow the School to resubmit a revised draft. If the School or Sponsor elects to resolve any dispute through the dispute resolution procedures, then the deadline for approving the parent contract will be extended through the conclusion of that dispute resolution process. The school may not accept monetary donations in lieu of volunteer hours.

Section 4: Financial Accountability

A. Revenue/State and Local

1. Basis for Funding: Student Reporting

i. School will report the daily attendance of each student to the District to meet District attendance reporting requirements, as required by law.

ii. The School agrees to accurately report its student enrollment to the District as provided in section 1011.62, Florida Statutes, and in accordance with the definitions in section 1011.61, Florida Statutes, at the agreed upon intervals and using the method used by the District when recording and reporting cost data by program. The District shall include the School's enrollment when recording and reporting cost data by program. The District shall include the School's enrollment in the District's report of student enrollment. The School shall use the Sponsor's electronic data processing software system and procedures for the processing of student enrollment, attendance, FTE collection, assessment information, IEP's, ELL plans, 504 plans, and any other required individual student plan. The Sponsor shall provide the School with equal access to the Sponsor's student information systems that are used by traditional public schools in the District. The School shall provide all required information within the same schedule required for all other of Sponsor's schools. The School shall not use the Sponsor's data processing system to access information on any students other than those currently enrolled in the School.

iii. If the School submits data relevant to FTE, Federal, or grant funding that is later determined through the audit procedure to be inaccurate, the School shall be responsible for any reimbursement to the State, the United States Department of Education or the District for any errors or omissions in data that the School submitted provided that the District has timely sent notice to the School of alleged errors discovered through such audit(s) so that the School, on its own, or through the sponsor, at the School's expense may participate in any proceedings to challenge or appeal such audit findings. The District shall deduct any such adjustments from the School's subsequent revenue disbursements evenly over the remaining months of the fiscal year or according to an agreed upon payment plan.

iv. 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.

v. The District agrees to fund the School for the students enrolled as if they are in a basic program or a special program in a District school in a manner fully consistent with Florida law. The basis of the funding shall be the sum of the District's operating funds from the Florida Education Finance Program (FEFP) as provided in section 1011.62, Florida Statutes, and the General Appropriations Act, including gross state and local funds, discretionary lottery funds and funds from the District's current operating discretionary millage levy, divided by the total funded weighted full-time equivalent students (WFTE) in the District; multiplied by the weighted full-time equivalent students for the School.

vi. 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.

vii. Total funding for the School shall be recalculated during the year to reflect the revised calculations under the Florida Education Finance Program by the state and the actual weighted full-time equivalent students reported by the School during the full-time equivalent student survey periods designated by the Commissioner of Education.

2. Millage Levy, if applicable

The District may, at its discretion, provide additional funding to the School via any applicable capital outlay or operating millage levied by the Sponsor.

3. Fees to be Charged to the School By the District.

The Sponsor may charge the School an administrative fee in an amount not to exceed the maximum rate allowed under section 1002.33(20), Florida Statutes. Such fee shall be withheld ratably from the distributions of funds, defined in section 1002.33(17)(b), Florida Statutes, to be made to the School under this Charter. Such fee shall cover only those services provided by the Sponsor which are required to be covered under such statute. If the School requests services from the Sponsor beyond those

provided for in statute, the Sponsor and the School will enter into a separate written agreement approved by both parties.

The District shall provide the distribution of funds reconciliation simultaneously with each revenue disbursement to the School including any administrative and other fees and charges withheld.

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.

4. Distribution of Funds Schedule

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.

- i. The Sponsor shall calculate and submit twelve (12) monthly payments to the account specified by the School. Each payment will be one-twelfth (1/12) of the funds described in Section 4.A.1., above, less the

administrative fee set forth in Section 4.A.3, above. The first payment will be made by July 15. Subsequent payments will be made no later than the 15th of each month beginning with August 15.

ii. For the first year of this Contract, monthly payments will be calculated as follows:

a. The first distribution of funds to the School each fiscal year shall be contingent on the following:

(1) final facility inspection and approval; and

(2) the Sponsor's verification of the School's electronic enrollment of its students into Sponsor's student information system.

The results of full-time equivalent student membership surveys will be used in adjusting the amount of funds distributed monthly to the School.

b. July through October payment shall be based on the School's projected enrollment as described on the cover sheet of the approved application, if a minimum of 75 percent of the projected enrollment is entered into the Sponsor's Student Information System by the first day of the current month. Otherwise, the Sponsor shall fund the School based on the number of students actually entered in the Sponsor's Student Information System as of the first day of the current month.

c. Thereafter, the recalibrated results of full-time equivalent student membership surveys, as made available to the Florida Department of Education, shall be used in adjusting the amount of funds distributed monthly to the charter school for the remainder of the fiscal year. Until recalibrated state reports are made available to the Sponsor, projected enrollment will continue to be used for payment purposes.

d. Payments will be adjusted retroactively for prior period adjustments.

iii. For the second year and following years of the Contract, monthly payments will be calculated as follows:

- a. July through October payment shall be based on the School's final projected enrollment as determined under the provisions of Section 3.G. of this contract, if a minimum of 75 percent of the final projected enrollment is entered into the Sponsor's Student Information System by the first day of the current month. Otherwise, the Sponsor shall fund the School based on the number of students actually registered as of the first day of the month.
 - b. Thereafter, the recalibrated results of full-time equivalent student membership surveys, as made available to the Florida Department of Education, shall be used in adjusting the amount of funds distributed monthly to the charter school for the remainder of the fiscal year. Until recalibrated state reports are made available to the Sponsor, projected enrollment will continue to be used for payment purposes.
 - c. Payments will be adjusted retroactively for prior period adjustments.
- iv. Payment shall not be made, without penalty of interest, for students in excess of the School facility's valid capacity as determined by the School's Certificate of Occupancy, Certificate of Use, or Fire Permit or in excess of the annual enrollment capacity for the school year (whichever is less). In the event that the required county and/or municipality facility permits do not indicate a facility capacity, the School must submit a letter from the architect of record certifying the capacity of the facility.
 - v. The Sponsor may withhold monthly payments, without penalty of interest, if the School's Certificate of Occupancy, Certificate of Use, or Fire Permit has expired or has otherwise become invalid. The Sponsor shall release, in full, all funds withheld under this provision when the School has cured the deficiency.

Additionally, funding for the School shall be adjusted during the year as follows:

- a. In the event of a state holdback or a proration, which reduces District funding, the School's funding will be reduced proportionately to the extent required by law.
- b. In the event that the District exceeds the state cap for WFTE for Group 2 programs established by the

Legislature resulting in unfunded WFTE for the District, then the School's funding shall be reduced to reflect its proportional share of any unfunded WFTE.

vi. The District shall make every effort to ensure that the School receives timely and efficient reimbursement of funds. Other than those payments provided for in this Contract, for which other requirements for timely payments have been made, the payment shall be issued no later than ten (10) working days after the District receives a distribution of state or federal funds. If a warrant for payment is not issued within ten (10) working days after the receipt of funding by the District, or the due date set forth in this Charter, the District shall pay to the School, in addition to the amount of the scheduled disbursement, interest at a rate of one percent (1%) per month calculated on a daily basis on the unpaid balance from the expiration of the ten (10) day period until such time as the warrant is issued.

Payment shall be made to the account in a state approved depository specified and approved by the Governing Board at a public meeting. Nothing herein shall prevent the Governing Board from directing the deposit of payments with a trustee or other agent in connection with any financing or extension of credit.

Notwithstanding the foregoing, distribution of FTE funds may be withheld, upon written notice by the Sponsor, if any of the following occurs:

- i. The school's monthly/quarterly financial statement as required by State Board of Education Rule 6A-1.0081, F.A.C is more than thirty (30) days overdue.
- ii. The School's annual financial audit as required by section 218.39, F.S and this Contract is more than thirty (30) days overdue
- iii. 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;

iv. If the School fails to provide ESE or ELL services and the Sponsor is required to provide those services to students in the School, an amount equivalent to the FTE earned for those services for the period in which they were provided by Sponsor will be deducted from FTE funds transmitted to the School.

The Sponsor shall release, in full, funds withheld under this provision within 10 days of receipt of the documents that resulted in the withholding of funds.

vii, 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.

B. Federal Funding

Pursuant to section 1002.33(17), Florida Statutes, unless otherwise mutually agreed to by the School and Sponsor, and consistent with state and federal rules and regulations

governing the use and disbursement of federal funds, the Sponsor shall reimburse the charter school on a monthly basis for all invoices submitted by the charter school for federal funds available to the Sponsor for the benefit of the charter school, the charter school's students, and the charter school's students as public students in the school district. If the School elects to receive funds in lieu of services, the following provisions apply:

1. The Sponsor shall provide to the School by August 15 of each year a projected annual allocation for all federal funds, as described above, that the School may draw as reimbursement for services provided. The projected annual allocation shall be based upon the School's final projected enrollment as provided for in 3.G. of this Contract.
2. The School shall provide to the Sponsor a plan that describes how the funds will be used in accordance with applicable federal requirements as required by law. The plan must include sufficient detail to allow review of the plan for compliance with applicable federal regulations. The Sponsor shall have 30 days to review and approve the plan. If the Sponsor deems the plan unacceptable, the Sponsor shall provide the School with written notice detailing the deficiencies and provide an opportunity to cure.
3. The School shall submit invoices by the 15th of each month to receive reimbursement for allowable expenses incurred during the prior month. The School shall maintain documentation of all expenditures in accordance with applicable law and provide to the Sponsor upon request. Expenditures shall be included in required monthly/quarterly financial statements.
4. The Sponsor shall reimburse the school within 30 days of receipt of the invoice. If the Sponsor determines that the invoice is insufficient, it shall provide written notice to the School within ten (10) days of receipt.
5. The per pupil allocation of Title I funds will be determined annually in accordance with federal and state Title I regulations by the District for that purpose. The allocation of Title I Funds shall be made in accordance with the Public Charter Extension Act of 1998 and all corresponding guidance and regulations and applicable Florida law.
6. Any capital outlay item purchased with Title I must be identified and labeled for Title I property audits. The property must be returned to the District if the School is no longer eligible for Title I funding.
7. Should the School receive Title I funds it will employ highly qualified staff: teachers that are certified and teaching infield; Para-educators with two

years of college, an AA degree, or that have passed an equivalent exam.

8. If the School accepts Title I funds, the School will receive a separate parent involvement allocation that must be spent in support of parental involvement activities and the School will implement a parent involvement program subject to the provisions of Title I federal law, currently section 1118 of NCLB.

9. The District and regional Title I staff will provide technical assistance and support in order to ensure that Title I guidelines are being followed at the School and that students are meeting high content and performance standards.

C. Federal Grants

The School agrees to comply with the District's rules, policies and procedures for federal and state Grants Management for grants submitted through the District, which include, but are not limited to:

1. Working with the appropriate District staff to facilitate District's approval for all federal and state grant applications developed by the School for which the District will serve as fiscal agent
2. Submitting a grant application executive summary and grant description for each such grant processed, and submitting an annual end-of-the-year Grant Final Report.
3. Ensuring that all grant indirect costs are appropriated, if allowed, to the district for applicable Federal Grants that are approved, monitored and/or disbursed by the Sponsor. For purposes of the Public Charter School Program Grant, authorized under Title V, Part B, of the Elementary and Secondary Education Act, no indirect costs may be appropriated to the Sponsor unless the School voluntarily agrees to such appropriation.
4. If School is unable to provide sufficient documentation documenting appropriate use of grant funds, School will promptly return any funds to Sponsor that were not appropriately spent within ten days of receipt of request for reimbursement from Sponsor.

D. Charter School Capital Outlay Funds

1. Application

If the School meets the FDOE criteria for Charter School Capital Outlay Funds, the School must submit a Capital Outlay Plan pursuant to the process required by FDOE.

2. Distribution

Should the School receive a Capital Outlay allocation, the District shall distribute such funds to the School within 10 days of receipt of such funds from the FDOE.

E. Restriction on Charging Tuition

The School shall not charge tuition or fees, except those fees allowable by statute that are normally charged by other public schools in the District. If the School intends to charge fees, it shall submit its proposed fee schedule to the District for review no later than March 1 prior to the School Year in which the fees are intended to be charged, or within 30 days of contract execution for the initial school year. If the District believes that the proposed fee schedule does not meet the requirements of this subsection or applicable law, it will submit comments to the School and request additional information no later than thirty (30) days following receipt of the proposed fee schedule. If the parties are unable to resolve such issues, the matter will be submitted for alternative dispute resolution as set forth herein and Florida law. Fees shall not be a barrier to enrollment.

F. Budget

1. Annual Budget

The School shall annually prepare an operating budget for the School. The budget shall be formally adopted by the Governing Board at a scheduled public meeting. The adoption of the budget shall be documented in the minutes of the meeting. The School shall provide to the Sponsor a copy of the approved budget and a copy of the minutes of the Governing Board meeting documenting adoption of the budget, no later than August 30, for the fiscal year.

2. Amended Budget

Any amendments to the adopted budget shall be approved by the Governing Board at a scheduled meeting thereof and a copy provided to the District within 10 business days of the meeting at which the budget was amended.

3. Start Up Funds

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, 2016, 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.

G. Financial Records, Reports and Monitoring

1. Maintenance of Financial Records

The School shall use the standard state format contained in the Financial and Program Cost Accounting and Reporting for Florida Schools (The Red Book) for all financial transactions and maintenance of financial records.

2. Financial and Program Cost Accounting and Reporting for Florida Schools

The School agrees to do an annual cost accounting in a form and manner consistent with generally accepted governmental accounting standards in Florida. The financial statements are to be prepared in accordance with the provisions of section 1002.33(9), Florida Statutes.

3. Financial Reports

- i. Monthly Financial Reports. The School will submit a monthly financial statement pursuant to section 1002.33(9), Florida Statutes, and Rule 6A-1.0081, Florida Administrative Code, to the Sponsor no later than the last day of the month following the month being reported or in the case of a High-Performing charter school, financial reports shall be submitted quarterly as provided by Florida law. The monthly/quarterly report will be in the format prescribed by the FDOE.

The parties agree that the Sponsor may reasonably request, in accordance with section 1002.33(5)(b)1.j., Florida Statutes, documents on the School's financial operations beyond the monthly financial statement and the School shall provide in a reasonable timeframe.

- ii. Annual Property Inventory. The School will submit annually to the Sponsor a property inventory of all capital assets or additions to capital assets purchased with public funds (including grant funds). This includes land or existing buildings, improvements to grounds, construction of buildings,

additions to building, remodeling of buildings, initial equipment, new and replacement equipment, and software. This shall include furniture, fixtures, and equipment. The property inventory shall include the date of purchase, description of the item purchased, the cost of the item, and the item location. The property inventory shall be submitted to the sponsor annually at the same time School's Annual Audit is submitted.

iii. Program Cost Report. The School agrees to deliver to the Sponsor its annual cost report in a form and manner consistent with generally accepted governmental accounting standard in Florida, no later than the last business day in July.

iv. Annual Financial Audit. The School will annually obtain a financial audit, from a licensed Certified Public Accountant or Auditor, selected pursuant to section 218.391, Florida Statutes. The audit will be performed in accordance with Generally Accepted Auditing Standards; Governing Standards and the Rules of the Auditor General for the State of Florida. The School will provide a copy of its annual financial audit (including any School responses to audit findings) to the Sponsor no later than September 30.

The Sponsor reserves the right to perform additional audits and investigations at its expense as part of the Sponsor's financial monitoring responsibilities as it deems necessary to ensure fiscal accountability and sound financial management.

v. Form 990, if applicable. A Charter School shall organize as, or be operated by, a nonprofit organization. If the School has obtained federal tax exempt status as a 501(c) (3) organization, the School shall provide the Sponsor copies of any correspondence from the Internal Revenue Service (IRS) confirming the School's 501(c)(3) status and will provide to the Sponsor a copy of its annual Form 990 within 15 business days after filing it with the IRS. Notwithstanding anything set forth in this Contract, the Sponsor does not covenant to extend or pledge its own tax-exempt status in any way for the use and benefit of the School.

vi. The School shall provide all required financial documents noted herein in a timely manner consistent with the terms of

this Charter.

4. The School's Fiscal year shall be July 1 – June 30
5. If the School's annual financial audit reveals a deficit financial position, the auditors are required to notify the School's Governing Board, the Sponsor and the FDOE in writing. The auditor shall report such findings in the form of an exit interview to the principal or the principal administrator of the School and the chair of the Governing Board within seven (7) business days after finding the deficit position.
6. A final annual financial audit report shall be provided to the entire Governing Board, the Sponsor and the FDOE within fourteen (14) business days after the exit interview.
7. If the School experiences one of the financial conditions included in section 1002.345, Florida Statutes, it shall address such findings as required by law.

H. Financial Management of School

1. The Governing Board shall be responsible for the operation and fiscal management of the School. The fiscal management of the School shall be conducted in a manner consistent with the provisions of the Application.
2. The School shall adhere to any additional applicable financial requirements mandated by the State and/or Federal laws and regulations.
3. Notwithstanding anything else herein to the contrary, the Sponsor shall not
 - i. Guarantee payment for any purchases made by the School;
 - ii. Guarantee payment for any debts incurred by the School;
 - iii. Guarantee payment for any loans taken out by the School.
 - iv. Lend its good faith and credit in order for the School to obtain a loan or other forms of credit.

The School shall not suggest or represent to third parties, including, but not limited to, lenders, vendors, creditors, other business entities or their representatives, governmental entities, or other individuals anything to the contrary of the immediately preceding sentences.

4. The School agrees to provide to the District, upon request, proof of sufficient funds or a letter of credit to assure prompt payment of operating expenses associated with the School, including but not limited to, the amount of any lease payments, teacher and other staff salaries and benefits, transportation cost, etc. The parties stipulate that provision of a financially feasible, adopted budget, shall be sufficient for meeting this requirement.

I. Description of Internal Operating Procedures

The School shall develop and implement sufficient internal operating procedures as described in the approved Application to ensure sound financial management.

Section 5: Facilities

- A. The School shall have two locations serving different grades, as follows: 1380 Pinehurst Road, Dunedin, Florida 34698 and 2817 St. Marks Drive, Dunedin, Florida. Lower grades will be served in the Pinehurst location and higher grades served at the St. Marks location. Neither location will be permitted to exceed the capacity of the facility at the location. The lease or proof of ownership of the facilities that will house the School's program has been provided to the Sponsor. For the first year of operation of the School, such lease or proof of ownership shall be provided on or before May 15th. Separate proof is not required for each year of a multi-year lease or if proof of ownership by the School has been provided. The School must provide a copy of the certificate of occupancy or temporary certificate of occupancy documenting compliance with all applicable codes no later than fifteen (15) days prior to the School's opening. The School shall make facilities accessible to Sponsor for safety inspection purposes. A facility for students to utilize during the class day is a material requirement of this Contract. If the facility is sub-leased, the School shall provide, upon request, documentation verifying the owner of the facility has approved the School's use of the facility.

Any proposed change in location must be requested in writing to the Sponsor, and any new location must meet the same standards contained herein relating to siting approvals of original locations prior to the new location being considered by Sponsor. If the proposed new location is less than two (2) miles (determined via Google Maps website) from the current location, the Sponsor's decision will be made by the Superintendent in his/her sole discretion and, if approved, a letter signed by the School and the Superintendent will memorialize the change. If the proposed new location is two (2) or more miles from the current location, then such change must be approved as an amendment to this Charter by the Sponsor at a regularly scheduled School Board meeting.

Notwithstanding the aforementioned, in unforeseen circumstances or emergencies, if the

facility is damaged or unable to safely house students/staff, the School must notify the Sponsor, immediately, and secure an alternative location to ensure no interruption in instruction. The alternative location shall be subject to all facility requirements indicated in this section and applicable law. If the circumstances result in limited interruption of instruction the School shall ensure that the required number of instructional hours is provided.

The School will operate its facility in a safe manner and will ensure that its facility is properly maintained during the term of this Agreement. School shall ensure that it shall, at all times during the term of this Agreement, comply with all charter facility guidelines published by the Florida Department of Education's Office of Educational Facilities. Any lease entered into by the School must not contain a provision pledging an interest in any personal property located on the premises to the lessor.

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.

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.

- B. The School shall use facilities that comply with the requirements in section 1002.33(18), Florida Statutes. The School shall provide the District with a list of the facilities to be used and their location. The School agrees to periodic health and safety inspections conducted by District safety staff.
- C. In the event a charter school is dissolved or is otherwise terminated, all district school board property and improvements, furnishings, and equipment purchased with public funds shall automatically revert to full ownership by the district school board, subject to complete satisfaction of any lawful liens or encumbrances. Any unencumbered public funds from the charter school, district school board property and improvements, furnishings, and equipment purchased with public funds, or financial or other records

pertaining to the charter school, in the possession of any person, entity, or holding company, other than the charter school, shall be held in trust upon the district school board's request, until any appeal status is resolved.

- D. If the School is a Conversion School pursuant to section 1002.33, Florida Statutes, the Sponsor shall maintain the facilities as required by section 1002.33(18), Florida Statutes.
- E. The School shall not display any religious or partisan political symbols, statues or artifacts, on the property and facilities where the School will operate.

Section 6: Transportation

- A. The School shall provide transportation to the School's students consistent with the requirements of Part I.E. of Chapter 1006, Florida Statutes, section 1012.45 and section 1002.33(20)(c), Florida Statutes. The School may provide transportation through an agreement or contract with the Sponsor, a private provider, and/or parents.
- B. Reasonable Distance [for purposes of this contract]: The School and Sponsor shall cooperate in making arrangements that ensure that transportation is not a barrier to equal access for all students residing within between two (2) and four (4) miles from the school.
- C. The parties may agree for the District to provide transportation to and from the School. If such agreement is reached it shall be the subject of a separate contract. If agreement is reached with the Sponsor the School may utilize, at the School's expense, the District's transportation services for extracurricular events, field trips, and other activities on the same basis and terms as other District schools.
- D. The School shall comply with all applicable transportation safety requirements. Should the School choose to implement its own transportation plan rather than contract with the District for transportation services, it shall submit a transportation plan to the District for review and approval. The School shall provide the District the name of the private transportation provider and a copy of the signed contract no later than 10 business days prior to the use of the service.
- E. If the School submits data relevant to FTE funding for transportation that is later determined through the audit procedure to be inaccurate, the School shall be responsible for any reimbursement to the Sponsor and/or State arising as a result of any errors or omissions, misrepresentations or inaccurate projections for which the School is responsible. Any transportation FTE adjustment, which is attributable to error or substantial non-compliance by the School, the Sponsor shall deduct such assessed amount from the next available payment otherwise due to the School, without penalty of interest. Any deficit incurred by the School shall be the sole fiscal responsibility of the School and the Sponsor shall have no liability for the same.

- F 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. 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. 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, 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.

Section 7: Food Services

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.

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.

Section 8: Insurance & Indemnification

- A. The School agrees to provide the following proof of insurance:

- 1. Errors and Omissions coverage to include prior acts, sexual harassment, civil rights and employment discrimination, breach of contract, insured versus insured, consultants and independent contractors and with minimum policy limits of \$2,000,000.00. The insurance shall be subject to a maximum deductible not to exceed \$25,000 per claim. If the insurance is on a claims-made basis, the School shall maintain, without interruption, the Professional Liability Insurance until three (3) years after termination of this Contract;

2. General liability coverage written on an occurrence form with minimum policy limits of \$1,000,000.00 per occurrence and an aggregate limit of \$2,000,000.00;
 3. Business automobile coverage with the same limits as general liability.
- B. Property insurance shall be secured for buildings and contents. Property Insurance coverage for the “Building” includes the structure, including permanently installed fixtures, machinery and equipment, outdoor fixtures, and personal property to service the premises. If the Building is under construction, the School shall provide evidence of property insurance for the additions under construction and alterations, repairs, including materials, equipment, supplies, and temporary structures within 100 feet of the premises.
- If the School leases the site location, then the School shall provide on a form acceptable to the Sponsor evidence of business personal property insurance, to include furniture, fixtures, equipment and machinery used in the School.
- C. The School further agrees to secure and maintain property insurance for the School’s personal property, and to insure all of the District’s owned property, if any, to be used by the School to its full fair market value with the Sponsor named as loss payee. The insurance must be sufficient to provide for replacement of property.
- D. The School agrees to provide adequate Workers’ Compensation insurance coverage as required by Chapter 440, Florida Statutes.
- E. Fidelity Bond/Crime Coverage: The school shall purchase Employees Dishonesty/Crime Insurance for all Governing Board members and employees, including Faithful Performance of duty coverage for the School’s administrators/principal and Governing Board with an insurance carrier authorized to do business in the State of Florida and coverage shall be in the amount of no less than one million (\$1,000,000) dollars per loss /two million (\$2,000,000) dollars annual aggregate. In lieu of Employee Dishonesty/Crime Insurance, Sponsor is willing to accept Fidelity Bond coverage of equal coverage amount.
- F. No later than 30 days prior to the opening of school, the School shall furnish the District with fully completed certificates of all insurance policies, signed by an authorized representative of the insurer(s) confirming the coverage begins by July 1. The certificates shall be issued to the Sponsor and name the Sponsor as an additional insured. Until such time as the insurance is no longer required to be maintained by the School, the School shall provide the School Board evidence of the renewal or replacement of the insurance no less than thirty (30) days before expiration or termination of the required insurance for which evidence was provided. Should any of the above described policies (A-E) be cancelled before the expiration date, written notice to the Sponsor shall be delivered in

accordance with the policy provisions or within 10 days of cancellation, whichever is sooner.

- G. Failure to secure and continuously maintain all insurance listed in items A-E without cure after written notice above may constitute grounds for termination of this charter.
- H. The School agrees to indemnify and hold harmless 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: (a) the negligence, intentional wrongful act, misconduct or culpability of the School's members, officers, or employees or other agents in connection with and arising out of any services within the scope of this Charter; (b) the School's material breach of this Charter or law; (c) any failure by the School to pay its suppliers or any subcontractors. In addition, the School shall indemnify, protect and hold the District harmless against all claims and actions brought against the District by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the School, except when Sponsor supplied, or required School to use that material, process, machine, or appliance, and any claims or actions related to violation of any state or Federal statutes or regulations including those referenced in this Charter. The School shall not indemnify Sponsor for intentional or negligent conduct of Sponsor or any other cause of action caused by or through the fault of the Sponsor.
- I. Applicable to All Coverages the School Procures
 - 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.
 - 2. Deductibles/Retention: Except as otherwise specified, the insurance maintained by the School shall apply on a first-dollar basis without application of deductible or self-insurance retention.
 - 3. Liability and Remedies: Compliance with the insurance requirements of this Contract 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 the Contract or otherwise.
 - 4. Subcontractors: The School shall require its subcontractors and its sub-subcontractors to maintain any and all insurance required by law.
 - 5. Waiver of Subrogation: All policies will be endorsed for waiver of subrogation in favor of the Sponsor.

6. Defense outside the limits: Whenever possible, coverage for School Leader's Errors and Omission and Sexual Abuse Liability policies should be written with "Defense Costs outside the limits". This term ensures that limits are available to pay claims rather having attorney's fees erode the available claim dollars.
- J. The District agrees to indemnify and hold harmless the School, 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: (a) the negligence, intentional wrongful act, misconduct or culpability of the District's members, officers, employees or other agents in connection with and arising out of any services within the scope of this Charter; or (b) the District's material breach of this Charter or law. In addition, the Sponsor shall indemnify, protect and hold the School harmless against all claims and actions brought against the School by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the District or required by the District to be used by the School, and any claims or actions related to violation of any state or Federal statutes or regulations including those referenced in this Charter.
- K. Notwithstanding anything to the contrary contained herein, through such indemnification set forth in Section 8(H) above, the District does not waive sovereign immunity to the extent sovereign immunity is available. In the event of any claims described in Section 8(H) above, the School and Sponsor shall notify one another of any such claim promptly upon receipt of same. The School and Sponsor shall each have the option to defend such claims with their own counsel at the expense of the other party. If the Sponsor or School choose to not hire their own counsel to defend, the other party shall assume the defense of any such claim and have authority in the defense thereof. The parties' obligation to indemnify one another shall survive the termination of this Charter.
- L. Notification of Third-Party Claim, Demand, or Other Action: The School and 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 at its own expense and with its own counsel, provided that the Sponsor shall at all times have the right to participate in such defense at its own expense. If, within a reasonable amount of time after receipt of notice of a third-party claim, the School or Sponsor fails to undertake to 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. The School or the 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.
- M. Notice of Claims

1. Time to Submit

The School shall provide the Sponsor with proof of insurance pursuant to Section 8(F) of this Contract.

2. Notice of Cancellation

The evidence of insurance shall provide that the District be given no less than sixty (60) days written notice prior to cancellation.

3. Renewal/Replacement

Until such time as the insurance is no longer required to be maintained by the School, the School shall provide the District 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.

Section 9: Governance

- A. Governance of the School will be in accordance with the Bylaws or other organizational documents of the School and as described in the Application. The general direction and management of the affairs of the School shall be vested in the Governing Board with a minimum of 3 members. A majority of the voting members of the Governing Board shall constitute a quorum. A majority of those members of the Governing Board present shall be necessary to act. The Governing Board's primary role will be to set policy, provide financial oversight, annually adopt and maintain an operating budget, exercise continuing oversight over the School's operations, and communicate the vision of the School to community members. It shall be the duty of the Governing Board to keep a complete record of all its actions and corporate affairs and supervise all officers and agents of the School and to see that their duties are properly performed.

The governing board must appoint a representative to facilitate parental involvement, provide access to information, assist parents and others with questions and concerns, and resolve disputes. The representative must reside in the school district in which the charter school is located and may be a governing board member, charter school employee, or individual contracted to represent the governing board. If the governing board oversees multiple charter schools in the same school district, the governing board must appoint a separate individual representative for each charter school in the district. The representative's contact information must be provided annually, in writing, to parents and posted prominently on the charter school's website.

All meetings and communications involving members of the Governing Board shall be held in compliance with Florida's Sunshine Law.

The Board shall have at least two public meetings per school year within the District. The meetings must be noticed, open, and accessible to the public, and attendees must be provided an opportunity to receive information and provide input regarding the charter school's operations. The appointed representative and charter school principal or director, or his or her equivalent, must be physically present at each meeting.

All members of the Governing Board will be required to attend Governance training and refresher courses as required by section 1002.33, Florida Statute, and Rule 6A-6.0784, Florida Administrative Code.

The Governing Board will serve as the sole responsible fiscal agent for setting the policies guiding finance and operation. School policies are decided by the Governing Board, and the Principal ensures that those policies are implemented.

The School will be a private employer and will not participate in the Florida Retirement System.

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. School shall maintain its own e-mail and electronic document archives to comply with public records laws.

- B. The School shall be organized as a Florida nonprofit organization.
- C. The Bylaws or other organizational documents of the School shall establish the procedures by which members of the Governing Board are appointed and removed and the election of officers. The Governing Board will develop and implement policies regarding educational philosophy, program, and financial procedures. The Governing Board will oversee assessment and accountability procedures to assure that the School's student performance standards are met or exceeded.
 - 1. The Governing Board shall exercise continuing oversight over charter school operations and will be held accountable to its students, parents/guardians, and the community at large, through a continuous cycle of planning, evaluation, and reporting as set forth in section 1002.33, Florida Statutes.
 - 2. The Governing Board will be responsible for the over-all policy decision making of the School, including the annual approval of the budget.
 - 3. Upon nomination and prior to appointment to the Governing Board, a member shall be fingerprinted pursuant to section 1002.33(12)(g), Florida Statutes. The cost of the fingerprinting is the responsibility of the School or

governing board member. Prospective governing board members whose fingerprint check results warrant disqualification under the Statute shall not be appointed to the board.

4. The Governing Board shall ensure that the school has retained the services of a certified public accountant or auditor for the annual financial audit, pursuant to section 1002.345(2), Florida Statutes, who shall submit the report to the Governing Board.

5. The Governing Board shall review and approve the audit report, including any audit findings and recommendations for the financial recovery plan.

6. The Governing Board shall perform the duties set forth in section 1002.345, Florida Statutes, including monitoring any financial corrective action plan or financial recovery plan.

7. No member of the Governing Board or their immediate family will receive compensation, directly or indirectly from the School or the School's operations. No School or management company employee, or his/her spouse, shall be a member of the Governing Board. Violation of this provision or any violation of sections 112.313(2),(3),(7) and (12) and section 112.3143, Florida Statutes, by a member of the Board, shall constitute a material breach of this Charter.

8. Any change in governing board membership must be reported to Sponsor in writing within 5 business days of the change.

- D. The School shall allow reasonable access to its facilities and records to duly authorized representatives of the District. Conversely, the District shall allow reasonable access to its records to duly authorized representatives of the School to the extent allowable by law.

To the extent the School is provided access to Sponsor's data systems, all School employees and students will be bound by Sponsor's computer policies and standards regarding data privacy and system security.

- E. If an organization (management organization), including but not limited to: 1) a management company, 2) an educational service provider, or 3) a parent organization, will be managing or providing significant services to the School, the contract for services between the management organization and the Governing Board shall be provided to the Sponsor and attached as an appendix to this Charter. Any contract between the management organization and the School must ensure that:

1. Members of the Governing Board or their spouses will not be employees of the management organization, nor should they be compensated for their service

on the Board or selected to serve on the Board by the management organization.

2. The Governing Board retains the right to hire an independent attorney, accountant, and audit firm representing and working for, or on behalf of, the School. Notwithstanding, the Governing Board and the management organization may contract for such services as determined by the management agreement and as otherwise allowed by law. The Governing Board shall use an audit firm that is independent from the management organization for the purposes of completing the annual financial audit required under section 218.39, Florida Statutes.

3. The contract will clearly define each party's rights and responsibilities including specific services provided by the management organization and the fees for those services and specifies reasonable and feasible terms under which either party may terminate the contract.

4. All equipment and furnishings that are purchased with public funds will be the property of the School, not the management organization and any fund balance remaining at the end of each fiscal year will belong to the School, not the management organization.

5. All loans from the management organization to the School, such as facility loans or loans for cash flow, will be appropriately documented and will be repaid at a rate no higher than market rates at the time of the loan.

6. A copy of any material changes to the contract between the management organization and the Governing Board shall be submitted to the District within five (5) days of execution. The Sponsor shall have 30 days to review the material changes. If the changes violate the terms of this Contract or applicable law the Sponsor shall provide written notice to the School which shall include a description of the violations. The School may address the concerns or initiate the dispute resolution process included in this Charter.

7. The management organization will perform its duties in compliance with this Charter.

- F. Any default or breach of the terms of this Charter by the management company shall constitute a default or breach under the terms of this Charter by the School unless the School cures such breach after written notice.

Section 10: Human Resources

- A. The School shall select its own personnel.
- B. The School's employment practices shall be nonsectarian.

- C. The teachers employed by or under contract to the School shall be certified as required by Chapter 1012.
- D. Employees of the School may participate in professional development activities offered by the District. Any costs associated with professional development for which there is an additional fee, and for which no Federal funding has been provided for such purposes to the Sponsor, will be the responsibility of the School or individual School employee.
- E. 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.
- F. This Contract makes the following full disclosure of the identity of all relatives employed by the School who are related to the School 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 per Fla. Stat. § 1002.33(7) (a) (18):

None

If the relative is employed after execution of this Contract, the School shall disclose to the District, within 10 business days, the employment of any person who is a relative as defined in section 1002.33(7)(a)18., Florida Statutes.

The School shall comply with the restriction on employment of relatives provisions included in section 1002.33(24), Florida Statutes.

- G. The School may not knowingly employ an individual who has resigned from a school or school district in lieu of disciplinary action with respect to child welfare or safety or who has been dismissed for just cause by any school or school district with respect to child welfare or safety or who is under current suspension from any school or school district.
- H. The School shall disclose to the parents the qualifications of its teachers in the manner required by law. The School shall provide to the District, prior to the opening of school, the qualifications and assignments of all staff members using the Sponsor's designated database. Teaching assignments must match the State's course code directory numbers. Changes will be provided to the District within 3 work days of hiring, granting leaves of absence, and/or terminating teachers.
- I. The School shall implement policies and procedures for background screening of all prospective employees, volunteers and mentors.

- J. The School shall require all employees and the members of the Governing Board to be fingerprinted by an authorized law enforcement agency or an employee of the School or Sponsor who is trained to take fingerprints, pursuant to section 1002.33(12), Florida Statutes. The cost of fingerprinting shall be borne by the School or the individual being fingerprinted. The results of all such background investigations and fingerprinting will be reported in writing to the Superintendent of Schools or his/her designee. No School employee or member of the Governing Board may be on campus with students until his/her fingerprints are processed and cleared. The School shall ensure that it complies with all fingerprinting and background check requirements, including those relating to vendors, pursuant to, sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and shall follow Sponsor's policy with regard to the fingerprinting and background check requirements of volunteers. The School shall notify the District's Human Resource Department when a staff member is no longer employed at the School.

The School shall require all employees and Board members to self-report within 48 hours to appropriate authorities any arrest and final disposition of such arrest other than minor traffic violations. The School shall then take appropriate action relating to the employment of that individual.

- K. The School shall not violate the anti-discrimination provisions of section 1000.05, Florida Statutes, and the Florida Education Equity Act.
- L. 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.
- M. The School will provide the services of a full-time Administrator/Principal at both locations of 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, and shall serve no other function at either location of the School other than Administrator/Principal.
- N. 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.

Section 11: Required Reports/Documents

- A. Pre-Opening

1. Policies and Procedures Manual
2. List of members of the Governing Board and Principal, including current contact information.
3. Facility [zoning, certificate of occupancy, fire inspection, etc.]
4. Other
 - a. Current lease or ownership documents
 - b. Copy of current insurance certificates or policies for all types of insurance required by the charter
 - c. List of current staff members including certifications and teaching assignments for teachers
 - d. Documentation of fingerprinting of all staff and Governing Board members
 - e. Student Code of Conduct
 - f. Updated list of currently registered students
 - g. Contract for transportation rates and services or transportation plan, if applicable.
 - h. Letter specifying that the School will adopt/not adopt the district reading plan
 - i. Tentative dates and times of the meetings of the Governing Board for the first year
 - j. Crisis Response Plan
 - k. Dismissal policies and procedures
 - l. School's parental contract, if applicable
 - m. Student Progression Plan (if different from District's)

B. Monthly

1. Financial Reports, per State Board of Education Rule (quarterly if School is designated High-Performing pursuant to section 1002.331, Florida Statute.)
2. Governing Board meeting agenda and minutes

C. Annual

1. Annual Student Achievement Report
2. Annual Financial Audit
3. Program Cost Report
4. Annual Inventory Report [capital purchases with public funds]

5. Policies and Procedures of the school [if materially revised]
6. School based Student Code of Conduct [if materially revised]
7. Dismissal Policies and Procedures [if materially revised]
8. Crisis Response Plan [if materially revised]
9. Employee Handbook [if materially revised]
10. Current List of members of the Governing Board and Principal
11. School's Parental Contract [if materially revised]
12. Projected Enrollment [for subsequent school year]
13. Capacity [for subsequent school year]
14. School Calendar [for subsequent school year] if different than the District
15. Evidence of Insurance
16. Management Organization Agreement [if materially revised]
17. Student Progression Plan [if materially revised]
18. The School will submit an annual report prior to July 1st of each year 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).

- D. The Sponsor may request additional reports if the request is provided in writing and provides reasonable and specific justification.
- E. In connection with its oversight responsibilities, the District may provide information, upon request, to third parties, including creditors and other parties doing business with the School, regarding (i) the School's compliance with its reporting obligations and other obligations hereunder or under applicable law, (ii) the status of the School's charter, and (iii) any disciplinary action that has been taken, including the existence of any Corrective Action Plan and the School's compliance with the requirements thereof.

Section 12: Miscellaneous Provisions

A. Impossibility

Neither party shall be in default of this Charter, if the performance of any or all of this Charter 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 or any other casualty or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unusual expense.

B. Drug Free Workplace: The School shall be a workplace free of drugs.

C. Entire Agreement

This Charter shall constitute the full, entire, and complete agreement between the parties hereto. All prior representations, understandings and agreements whether written or oral

are superseded and replaced by this Charter. This Charter may be altered, changed, added to, deleted from or modified only through the voluntary, mutual written consent of the parties. Any amendment to this Charter shall require approval of the School Board and the Governing Board.

D. No Assignment without Consent

This Charter shall not be assigned by either party without mutual written consent.

E. No Waiver

No waiver of any provision of this Charter shall be deemed or shall constitute a waiver of any other provision unless expressly stated. The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the provisions of this Charter shall not be construed as a waiver or relinquishment of said term or provision, and the same shall continue in full force and effect. No waiver or relinquishment to any provision of this Charter shall be deemed to have been made by either party unless in writing and signed by the parties.

F. Default Including Opportunity to Cure

In the event that the School should default under any provision hereto, absent any circumstance permitting immediate termination, the School shall have thirty (30) days from written notice of default to cure, unless otherwise agreed to by the parties in writing.

G. Survival Including Post Termination of Charter: All representations and warranties made herein shall survive termination of this Charter.
Severability

H. If any provision or any part of this Charter is determined to be unlawful, void, or invalid, that determination shall not affect any other provision or any part of any other provision of this Charter and all such provisions shall remain in full force and effect.

I. Third Party Beneficiary: This Charter is not intended to create any rights in a third party beneficiary.

J. Choice of Laws, Jurisdiction and Venue of Disputes and Waiver of Jury Trial

This Charter is made and entered into in the County and shall be interpreted according to the laws of the State. The exclusive jurisdiction and venue for any litigation between the parties arising out of or related to this Charter, shall be the Circuit Court, the County Court in and for the County, or the appropriate appellate or federal court. The parties forever waive the right to trial by jury for any and all litigation between the parties arising

out of or related to this Charter. The parties agree to have any such dispute settled by a judge alone, without a jury.

K. Notice

Official correspondence between the School and the District shall be in writing, and signed by an officer of the Governing Board or the Principal of the School. Every notice, approval, consent or other communication authorized or required by this Charter shall not be effective unless same shall be in writing and sent postage prepaid by United States 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:

Rick Wolfe
Director, Charter Schools and Home Education
Pinellas County School District
301 4th St SW

Fatih Demir, Board Chair
Discovery Academy of Science
1380 Pinehurst Rd
Dunedin, FL 34698

Largo, FL 33770

Each of the persons executing this Charter represents and warrants that he/she has the full power and authority to execute the Charter on behalf of the party for whom he or she signs and that he or she enters into this Charter of his or her own free will and accord and in accordance with his or her own judgment, and after consulting with anyone of his or her own choosing, including but not limited to his or her attorney.

L. Conflict Between Charter and Florida Law

In any case where this charter conflicts with Florida law, the terms of the applicable Florida Statute, State Board Rule, or case law will control over the Charter.

M. Conflict/Dispute Resolution

Subject to the applicable provisions of section 1002.33, Florida Statutes, as amended from time to time, all disagreements and disputes relating to or arising out of this Charter which the parties are unable to resolve informally, may be resolved according to the following dispute resolution process, unless otherwise directed or provided for in the aforementioned statute. Nothing herein shall be construed to limit the Sponsor's ability to immediately terminate this Charter in accordance with section 1002.33(8)(d), Florida Statutes. It is anticipated that a continuing policy of open communication between the Sponsor and the School will prevent the need for implementing a conflict/dispute resolution procedure.

The following dispute resolution process, not otherwise pre-empted by section 1002.33, Florida Statutes, shall be equally applicable to both parties to this Charter in the event of a dispute. All disagreements and disputes relating to or arising out of this Charter which the parties are unable to resolve informally, may be resolved according to the following dispute resolution process:

Step 1 -- The persons having responsibility for implementing this Charter for the grieving party will write to the other party to identify the problem, propose action to correct the problem and explain reasons for the proposed action.

Step 2 -- The person having responsibility for implementing this Charter for the other party will respond in writing within fifteen (15) calendar days, accepting the proposed action or offering alternative solution(s) to the problem. A meeting of representatives of the parties may be held to reach agreement on the solution and subsequent action.

Step 3 -- Upon resolution of the problem, the responsible personnel from both parties will develop a joint written explanation indicating the resolution. This document will be retained with this Charter. If an amendment to the Charter is necessary, the amendment will be submitted for action by both parties.

Step 4 -- If efforts at agreement within a reasonable time are unsuccessful, the parties may have recourse to their available legal remedies, including, without limitation, mediation through the FDOE or those additional remedies set forth in section 1002.33(6)(h), Florida Statutes.

N. Citations

Whenever a Florida Statute or State Board of Education Rule is referenced in this Charter, it shall be construed to mean the statute or rule in effect on the effective date of this Charter, and as it is amended from time to time.

School Board policies will not control this Charter or be incorporated herein absent written consent of the Governing Board, as provided by Florida law, unless the School agreed to such policies in the approved Application or otherwise agreed to by the Governing Board in writing.

If the Sponsor subsequently amends any agreed-upon Sponsor policy the version of the policy in effect at the time of the execution of the charter, or any subsequent modification thereof, shall remain in effect and the Sponsor may not hold the charter school responsible for any provision of a newly revised policy unless the revised policy is mutually agreed upon.

Upon the Sponsor's revision of a mutually agreed upon Sponsor policy, the Sponsor shall

provide written notification to the School and Governing Board. The written notification shall include the revised policy and shall allow the Governing Board 45 days to reject the revised policy. If the Governing Board does not provide written notice of its rejection of the policy, the revised policy is deemed accepted by the Governing Board. If the Governing Board rejects the revised policy it shall remain bound by the policy as it existed at the time the Governing Board agreed to it.

O. Interpretation

The headings in the Charter are for convenience and reference only and in no way define, limit or describe the scope of the contract and shall not be considered in the interpretation of the Charter or any provision hereof. This Charter is the product of negotiation between the parties and therefore the terms of this Charter shall not be construed against either party as the drafter.

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

School:

BOARD OF DIRECTORS OF
GALAXY EDUCATION, INC.

By: [Signature]
Its: Board President

Attest: [Signature]
By its: Board Member

Sponsor:

THE SCHOOL BOARD OF PINELLAS
COUNTY, FLORIDA

By: _____
Chairperson

Attest: _____
Superintendent

Approved as to Form:

[Signature]
Office of School Board Attorney

Appendices

1. The Application
2. Governance Documents
3. ELL Plan, if different than Sponsors
4. Management Contract (if applicable)