

Pinellas County Schools
Regular School Board Meeting

Tuesday, June 14, 2016 @ 5:00 PM

School Administration Building

301 Fourth Street SW

Largo, FL 33770

<https://www.pcsb.org>

Vision:
100% Student Success

Mission:
***“Educate and prepare each
student for college, career
and life.”***



Agenda

- I. Call to Order
- II. Amendments to the Agenda
- III. Invocation: Reverend James Derbyshire, St. Dunstan's Anglican Church, 2790 Sunny Breeze Avenue, Largo, FL
- IV. Pledge of Allegiance

National Anthem

Video: Celebrating the Class of 2016

- V. Introduction of Professional and Community Organization Reps

Lisa M. Wolf, Public Information Officer

- VI. Presentation by Student Rights and Responsibilities
- VII. Adoption of Agenda
- VIII. Special Order Agenda
- IX. Public Comments on Agenda Items
- X. Unfinished Business
- XI. Consent

1. Request Approval of Minutes: To Approve the Minutes of the School Board Workshop of May 10, 2016; the Special School Board Meeting of May 10, 2016; and, the Regular School Board Meeting of May 17, 2016 8
 - w.051016 (PDF)
 - special board meeting minutes 051016 (PDF)
 - board meeting minutes 051716 (PDF)
2. Request Approval of Personnel Recommendations 36
 - Jun 14 2016 FINAL HR Board Agenda Sets A-D (PDF)
3. Request Approval of the Administrative Appointment of the Principal, Azalea Elementary School 89
4. Request Approval of the Administrative Appointment of the Principal, Jamerson Elementary School 90
5. Request Approval of the Administrative Appointment of the Principal, Ponce de Leon Elementary School 91
6. Request Approval of the Administrative Appointment of the Principal, Oldsmar Elementary School 92
7. Request Approval of the Administrative Appointment of the Principal, Walsingham Elementary School 93
8. Request Approval of the Administrative Appointment of the Principal, Thurgood Marshall Fundamental Middle School 94
9. Request Approval of the Administrative Appointment of the Director, Pinellas Technical College - Clearwater 95
10. Request Approval of the Administrative Appointment of the Administrator, Evening Adult High School - Clearwater 96
11. Request Approval of the Administrative Appointment of the Administrator, Evening Adult High School - Lakewood 97
12. Request Approval of the Administrative Appointment of the Assistant Principal, Largo Middle School 98
13. Request Approval of the Administrative Appointment of the Assistant Principal, Lealman Innovation Academy 99
14. Request Approval of the Appointment of the Senior Coordinator, Evaluation (Title I) 100
15. Request Approval of the Appointment of the Exceptional Student Education Specialist (Specialized Services) 101
16. Request Approval of the Appointment of the 9-12 Reading Specialist 102
17. Request Approval of Temporary Duty Elsewhere (TDE) Assignment for Michael Gandolfo to Serve as President of the Pinellas Classroom Teachers Association (PCTA) for the 2016/2017 School Year 103
 - pcta tde gandolfo 2017 (PDF)
18. Request Approval of Temporary Duty Elsewhere (TDE) Assignment for Nelly Henjes to Serve as President of the Pinellas Educational Support Professionals Association (PESPA) for 2016/2017 106
 - pespa TDE henjes 2017 (PDF)

19. Request Approval to Extend the MetLife Voluntary Benefits Program Through December 31, 2017	109
20. Request Approval of a One-Year Extension of the MetLife Hospital Indemnity Plan From January 1, 2017	111
21. Request Approval to Extend the Hartford Life Insurance Policy to Provide Accidental Death and Dismemberment Benefits for Law Enforcement Officers Through September 30, 2018	113
22. Request Approval of Yearbook bid Selections	115
• Yearbook bid Selection 061416 (PDF)	
23. Request Approval of Budget Amendment No. 7 (March 2016) to the District's 2015/16 Budget	117
• Budget Amendment No. 7 (March 2016) (PDF)	
24. Request Approval of the Financial Statements for the Month Ending March 31, 2016	136
• Financial Statements (March 2016) (PDF)	
25. Request Approval of the Investment Portfolio Financial Statements for the Quarter Ended March 31, 2016	142
• Investment Portfolio Financial Statements for the Quarter Ended March 31, 2016 (PDF)	
26. Request Approval of Vehicle Donation to Pinellas Technical College	156
• Consent - Boat Donation (PDF)	
27. Request Approval of the Facilities Joint Use Agreement With St. Petersburg College	158
• St. Petersburg College - Facilities Joint Use Agreement (PDF)	
28. Request Approval of Change Order No. 2 With Biltmore Construction Company, Inc. for the Construction of East Lake Middle School Academy of Engineering. This change order will decrease the Guaranteed Maximum Price (GMP) by \$1,737,382.30 with no time extension, at East Lake Middle School, Project No. 4513	168
• East Lake MS proj 4513 CO2 (PDF)	
29. Request Approval of Change Order No. 1 With Stamper Construction Company for Reinforcement of Sagging Alcove canopies. This change order will decrease the contract amount by \$98,424.00 with a forty-five (45) day time extension at Walsingham Elementary School, Project No. 9241	171
• Walsingham ES, proj 9241, CO 1 Form.docx (PDF)	
30. Request Approval of Substantial Completion for Heating, Ventilation and Air Conditioning and Lighting Renovation (Building 4) as of March 28, 2016, Which is a Portion of the Project at Pinellas Park Elementary School, Project No. 9185	175
• Pinellas Park ES, proj 9185, Bldg 4 sub comp Form (PDF)	
31. Request Approval of Selling the District's Surplus Equipment on the PublicSurplus.com Internet Auction Site	177
• Warehouse Auction SELL Items 06-14-16 (PDF)	
32. Request Approval to Recycle, Cannibalize, and/or Scrap Obsolete Fixed Assets	179
• Warehouse Recycle-Cann-Scrap Items 6-14-16 (PDF)	
33. Request Approval of Bids to Vendors at Prices in Bid Documents in Accordance with Bid Policies and Statutes	182
• Bids (6-14-16) (PDF)	

XII. Nonconsent

- 1. Request Approval to Renew the Agreement Between Community Tampa Bay, Inc. and the Pinellas County School Board 207
 - CTB & PCS Signed Contract_2016-2017 (PDF)
- 2. Request Approval of a One-Year Charter Renewal for Newpoint Charter High School and Name Change to Pinellas Westcoast Academy High School 216
 - Pinellas Westcoast Academy (PDF)
- 3. Request Approval of a Five-Year Charter Renewal for Pinellas Academy of Math and Science Charter School 277
 - PAMS Charter Renewal (PDF)
- 4. Request Approval of a Five-Year Charter Renewal for Pinellas Primary Charter School 340
 - Pinellas Primary Renewal (PDF)

XIII. New Business

- A. Items Introduced by Superintendent**
- B. Items Introduced by School Board Attorney**
- C. Items Introduced by the Board**
- D. Review of Board Requests**
- E. School Board Meeting Evaluation**

XIV. Adjournment

1. The above listed recommendations to the School Board of Pinellas County are submitted for consideration and approval at the meeting of June 14, 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

ADOPTED

REQUEST FOR APPROVAL (ID # 5764)

Request Approval of Minutes: To Approve the Minutes of the School Board Workshop of May 10, 2016; the Special School Board Meeting of May 10, 2016; and, the Regular School Board Meeting of May 17, 2016

ATTACHMENTS:

- w.051016 (PDF)
- special board meeting minutes 051016 (PDF)
- board meeting minutes 051716 (PDF)

**SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA
WORKSHOP – May 10, 2016**

The School Board of Pinellas County, Florida, conducted a workshop on Tuesday, May 10, 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.

Review of Agenda: The workshop agenda was posted on Tuesday, May 3, 2016. On Monday, May 9, 2016, the agenda was revised. One topic was added; Charter School Update, with supporting documents. Another topic Elite Educator Program added one document (*College of Education Orientation/Information Session*).

Mrs. O’Shea stated that she found good cause to accept these revisions.

- **Budget Update:** Mr. Kevin Smith, associate superintendent, finance and business services, reviewed the following documents: *2015-16 Florida Education Finance Program (FEFP) Fourth Calculation and Pinellas County Public Schools Fiscal Year 2015-2016 Fourth Calculation Analysis*. Mr. Smith highlighted several key points noted in these documents. The 2015-16 fourth FEFP Calculation is the basis for district funding through June 30, 2016. Statewide there was an increase in the number of students, but no increase in revenue. There are several factors affecting district revenue; some areas were increased and some areas experienced a decrease in funding, with the net change calculated at an increase of \$440, 936.00. However \$1,262.003 of the budget is allocated for school recognition awards (A+ money) which must be spent in specific ways. The impact of the expense increase for school recognition awards will cause the district to have a net reduction of \$821,067.00 in funds available for the district’s operating budget. Mr. Smith also advised the Board that two agenda items would be coming forward at the May 17, 2016 school board meeting. They are the request for proposals for an underwriting service and one for trustee services. This is part of the bonding process for issuance of the Certificates of Participation.
- **Legislative Update:** Mr. Steve Swartzel, legislative liaison, reviewed the following document: *2016 Legislative Review, 2016-2017 Education Budget*. Mr. Swartzel thanked Mrs. Carol Cook for her service as FSBA Legislative Committee Chair and to Mr. David Koperski for reviewing the impact of new legislation on our district. In reviewing the document, Mr. Swartzel touched on some key items. Pinellas County Schools received a 1.24% increase in student funding for 2016-17; but the figure is disappointing since the House recommended 1.75% and the Senate 2%. The final budget lowers the Required Local Effort millage, but does not fully replace it with recurring general revenue; this leaves a hole in the budget for next year. The district will receive a portion of the services provided by the University of Florida Lastinger Center for a reading program which will be used at some of our lowest performing schools. This is a supplemental reading program which was piloted last year at Melrose and Campbell Park elementaries. He spoke of HB7029, an education train

bill, which has a broad range of implications. Beginning in 2017-18 there will be numerous options for parents under school choice. As part of this plan, districts must adopt a controlled open enrollment process and post it on their website. Districts can set their own definition of school capacity within this process; Pinellas County Schools may continue with their current school capacity calculation. Regarding the oversight of charter schools, districts may now evaluate the applicant's prior history in the operation of such schools, to determine their viability for the charter. School construction has new regulations regarding the cost of per student stations and what will comprise a student station. The Office of Program Policy Analysis and Government Accountability (OPPAGA) will be involved in this determination. Currently, our district has no plans for building a new school. Mrs. O'Shea asked that we be certain to continue maintaining high standards in all of our construction projects; schools are built to serve the community long term. New legislation has created some changes to district's handling of participation in extracurricular programs /sports. Mrs. Krassner shared a concern about potential recruitment of players under these new guidelines. Mr. Swartzel said the Florida High School Athletics Association (FHSA) has rules and by-laws addressing these issues and clarifications due to this new legislation will be coming. HB7029 Section 32 addresses suicide awareness and prevention. The DOE will develop a list of approved youth suicide awareness and prevention training materials; our professional development dept. will offer these trainings to staff. There will be a new high school degree designation, Florida Seal of Biliteracy, gold and silver levels. This will acknowledge graduates who have foreign language competency. Additionally, CSHB 1147: Character Development Instruction was passed via a competition "There Ought to be a Bill", sponsored by Senator Jack Latvala and Representative Chris Latvala. Countryside High School students participated and the bill they drafted became law. HB 1365: Competency Based Education Pilot Program will allow students to progress based on mastery of concepts and skills through personalized learning programs; Pinellas County schools is participating in this pilot and began the work in 2013 through the Next Generations Systems Initiative Grant. Another pilot program is HB 287 Principal Autonomy Pilot Program. Dr. Grego said the district will submit an application to participate. Mr. Swartzel advised that SB7076 Legislative Meeting Dates has set the legislative session to begin January 9, 2018.

- **Property Update:** Mr. Clint Herbic, associate superintendent, operational services, provided an update on the status of the following properties:
 - Norwood- An appraisal has been requested for this property located in a residential area. There was consideration at one time to utilize it as a maintenance facility, but with the improvement to the roadways near Walter Pownall Service Center, travel time to district sites has been reduced. Mrs. Lerner asked that we be certain to explore uses for these properties, such as alternative education sites, since the county is built out, before we decide to sell.
 - North Ward Elementary-The City of Clearwater is finalizing its development plans for the area surrounding this site. There is strong public sentiment that this location be used for educational purposes. At this time the district will keep this property.
 - Clearview Elementary- The initial proposal by the Dream Center to develop a portion of this property is not going to move forward due to their inability to finance

the project. Two of the buildings on the property will house adult education programs scheduled to open January 2017. The district is exploring a partnership for a day care program to open on the property through a joint use agreement.

- South Ward Elementary-The Clearwater Historical Society has an agreement with the district for this property and recently awarded funds from the state legislature.
 - Riviera Middle School-The district met with the YMCA to discuss a possible partnership for this site including a school on the property. There is no date set and currently only in the discussion stage. In Lake Mary, Florida, this type of partnership exists. The YMCA's plan is to focus on athletic programs; the district wants to explore some dual use areas that can support tutoring and mentoring programs as well as athletics. The property does have some concerns as it is low lying. After some discussion, Dr. Grego suggested a feasibility study be done.
 - Palm Harbor Elementary-Mr. David Koperski shared that we are hoping for a resolution this summer regarding the status of this property.
- **Charter School Update:** Mr. Kevin Smith, associate superintendent, finance and business services, Ms. Heather Wallace, assistant school board attorney, Ms. Lori Matway, associate superintendent, student and community services, and Mr. Rick Wolfe, director, charter schools and home education, reviewed the following documents: *Request Approval of Issuance of a Ninety (90) Day Notice to Terminate the Charter Agreement with Windsor Preparatory Academy*, *Request Approval of Issuance of a Ninety (90) Day Notice to Terminate the Charter Agreement with East Windsor Middle Academy*, *Request Approval of Issuance of a Ninety (90) Day Notice to Terminate the Charter Agreement with Florida Virtual Academy of Pinellas*, *Request Approval of Issuance of a Ninety (90) Day Notice to Terminate the Charter Agreement with Newpoint Pinellas Academy*, and a chart with pertinent information about Newpoint Pinellas Academy, Windsor Preparatory Academy, East Windsor Middle Academy and Florida Virtual Academy of Pinellas. Ms. Heather Wallace introduced this topic by stating that the Board sponsors all governing boards of charter schools and has the overall responsibility of ensuring that they are good stewards. The board has the right to issue a Ninety Day Notice to Terminate a Charter Agreement if problems arise. The following concerns with the four schools are as follows:
- Newpoint Pinellas Academy-On February 23, 2016 a Corrective Action Plan letter was sent to the Commissioner for deteriorating financial condition and the response received was inadequate. An audit was requested and the auditor they hired was unable to complete the audit due to the lack of documentation. When PCS administration became aware that the audit was not going to be completed they felt it best to recommend a ninety day notice of termination. Then Newpoint Education Partners was indicted on May 4, 2016 by the State Attorney's Office in Escambia County. There are very significant financial concerns. They serve grades 6-8.
 - Windsor Preparatory Academy- On February 23, 2016 a Corrective Action Plan letter was sent to the Commissioner for deteriorating financial condition and the response received was inadequate. An audit was requested and the auditor they hired was unable to complete the audit due to the lack of documentation. When PCS administration became aware that the audit was not going to be completed they felt it best to recommend a ninety day notice of termination. Then Newpoint Education Partners was indicted on May 4, 2016 by the State Attorney's Office in Escambia County. There are very significant financial concerns. They serve grades K-5. There have been concerns with gifted services and limited curriculum for the student population. Exceptional Student Services were suspended due to lack of qualified staff.
 - East Windsor Middle Academy- This charter is associated with Windsor Preparatory Academy serving students in grades 6-8. They share some staff with

Windsor Preparatory. Currently there is \$3,400.00 in their budget. The management company, Newpoint Education Partners, was indicted on May 4, 2016 by the State Attorney's Office in Escambia County. Concerns about financial viability exist.

- Florida Virtual Academy of Pinellas-In November 2015, the school was issued a Corrective Action Plan for violation of its Governance Structure (7.0) and the required parent liaison resigned March 1, 2016. It was later verified that the liaison actually resigned in January 2016. They are also in violation of Assessment Programs agreement (3.3.1) and received a school grade of "I" (Incomplete). They serve grades K-9. They had repeated inaccurate reporting in multiple surveys-over 300 errors while serving approximately 150 students.
- **Elite Educator Program:** Dr. Grego, Dr. Kimberly Hartman, dean, St. Petersburg College of Education, Ms. Pam Wilkins, SPC senior academic coordinator, and Ms. Pat Roger, SPC administrative services specialist shared the document: *College of Education Orientation/Information Session- Elite Educator Program*. This partnership program is designed to prepare college students to teach grades K-6 with an endorsement in English to Speakers of Other Languages (ESOL) and Reading upon graduation. Admission requirements to the program are high. This program is geared to graduate students in four years and offer employment with Pinellas County Schools upon completion of an internship. This program is for individuals who are passionate about educating children. The cohorts take classes together; attend workshops and seminars specific to their field. Dean Hartman shared that this is becoming a model program. Ms. Roper stated that the college is increasing their recruitment efforts by working with guidance counselors and will participate in the College and Career Fair to be held at Countryside High and Pinellas Park High in September. SPC requested Ms. Rene Flowers, board member, deliver multicultural training for program participants.
- **Elevating and Celebrating Effective Teachers (ECET2) Update:** Mr. Lou Cerreta, director, professional development, and Joanne Wright, instructional staff developer, professional development, shared the purposed of the ECET2 meeting. The first program was held in February 2015; the second program was held in August 2015 and was comprised of accomplished teachers including teachers of the year. A video and details of this program are available on our district website located under the professional development department. This year principals were asked to recommend teacher leaders to participate; the event is scheduled for July 2016. It is expected to have about 400 participants. The vision is to inspire the leader within, while providing an environment and setting where teachers are validated and equipped to grow other teacher leaders on their campuses, and in effect, bring about positive change. Mrs. Krassner shared that she visited 74th Street Elementary; they are hosting the Springboard to Success training program. This free teacher training program prepares new teachers with the practical skills needed to be immediately successful in the classroom. Currently 15 St. Petersburg College graduates are participating in this non-paid opportunity.
- **Community Tampa Bay:** Ms. Lori Matway, associate superintendent, student and community services, and Ms. Jennifer Russell, executive director, Community Tampa Bay, shared the Community Tampa Bay proposal with the board. PCS has contracted with Community Tampa Bay to continue with ANYTOWN, a week long leadership workshop. In 2015-16 fifty three students attended; the proposed number of participants for 2016-17 is sixty-five. This is a relevant community based practice for reducing discrimination. Students who participate receive .5 credit in social studies. A study of black males who graduated from ANYTOWN between the years of 2010 and 2012 demonstrated that 100% of these students graduated from high school. Another contracted service is the Youth Leadership Conference. The conference is an all-day experience designed to give youth

the tools they need to create a more inclusive environment in their community/schools. In 2015-16 twelve conferences reached more than 550 students; the goal for 2016-17 is fifteen conferences. Community Tampa Bay also delivers cultural competence training to district professionals aiming to address cultural competence and assist in bridging the achievement gap. School leadership that is culturally aware is better able to understand the needs of a diverse population. In 2015-16 six schools participated; the plan for 2016-17 is to reach fifteen schools. All of these initiatives are tailored to help the district achieve strategic plan goals and bridge the achievement gap. The district has had a long and productive relationship with Community Tampa Bay.

- **Job Descriptions:** Dr. Ron Ciranna, assistant superintendent, human resources services reviewed the following job descriptions: *Vehicle Maintenance Specialist; Managing Officer, Employee Benefits, Health, and Workers' Compensation; Demographic Specialist; Financial Reporting Analyst; Head Plant Operator (Elementary, Middle, High); Internal Accounts Technician; Senior Payroll Technician; Night Foremen (Middle or High); Senior Data Management Technician; Mail Services Technician; Data Management Technician; Paraprofessional; Intern; and, Occupational Specialist (Postsecondary)*. Dr. Ciranna stated that many of the job descriptions are updated as a result of the FADSS study that was conducted. The Head Plant Operator and Night Foreman job descriptions were negotiated with SEIU prior to the changes. The Internal Accounts Technician position is new and will increase support to schools. Mrs. Lerner asked about the qualification underlined for the Data Management Technician that reads "Completion of PCSB DMT training course required within six months of start date in the position." Kevin Smith stated that DMT training is often specific to the population the school serves; many who apply for these jobs have had the training, this serves as a refresher. They also have a lot of oversight from our FTE office due to the need for accuracy in reporting.
- **Transformation Zone Update:** Dr. William Corbett and Dr. Antonio Burt, director, school transformation, distributed the following document: *Transformation Zone*. Dr. Corbett opened this topic by stating that work began on the Scale Up for Success Schools in 2014. In 2015-16 the plan was initiated and Dr. Burt was hired in 2016. Dr. Burt reviewed the document and the five domains (pillars) it addresses: Teaching and Learning, Culture and Climate, Systems and Operations, Aligned Staff, and Leadership. He referenced the Six Assurances that were reviewed at the April 12, 2016 board workshop as part of the District-Managed Turnaround Option. Dr. Corbett spoke about Aligned Staff and shared that the principal and area superintendents review data and recommendations; the final decision rests with the principal. He said the goal is to put the most effective teachers in front of the students. It was also noted that some teachers opt-out of these schools because that are unable to make the commitment necessary for additional work hours etc.; many of them have young families. It is not always a result of being dissatisfied. Mrs. Krassner asked about district curriculum and professional development. Dr. Burt said it will be vetted by the school based team along with a year-long professional development calendar. She also asked about overage students. Dr. Burt said there are enough personnel to address these concerns; guidance counselors, psychologists, and social workers. He will work with the staff on effective utilization of resources. Mrs. Lerner asked about overage students at Sandy Lane and High Point (Transformation Zone Schools.) Dr. Burt advised that each of the seven schools has a third grade STARS (Students Targeted for Achievement, Recognition and Success) program. She also asked that the School Improvement Plans provided on the district/school websites be easily accessible since the Transformation Zone plans are integrated into these plans. Dr. Burt said data will be updated every 45 days. He spoke of school culture and climate which can be influenced by cultural competency training. Dr. Karen Mapp, The Harvard Graduate School of Education family engagement author and expert, is working with the district on the family engagement

piece. Dr. Burt shared that community organizations can be engaged through a grass roots effort.

- **2016 Magnet Schools Grant Update:** Mr. William Lawrence, director, student demographics, assignment and school capacity, reviewed the following documents: *Transformations, A Magnet Schools Assistance Program (MSAP) Grant Application to the U. S. Department of Education; 2016 Magnet Schools Assistance Program (MSAP) Grant Information and A Brief Description of Proposed Magnet Themes*. Mr. Lawrence shared that the June 1st deadline for this year's MSAP grant is a very short turnaround time and only eight to ten will be awarded nationwide. He said there is also the likelihood that in 2017 this grant opportunity will occur. The proposed themes are as follows: Fairmount Park Elementary-STEAM; Lakewood Elementary-International Baccalaureate PYP; Maximo Elementary-Entrepreneurship and Leadership; Sandy Lane Elementary-Fine and Performing Arts; and Melrose Elementary-Center for Communication Arts and Technology. The former Marine Science magnet at Campbell Park would be reestablished. All current and future zoned students will remain at the school and participate in the thematic magnet curriculum. These are not magnet programs within a school. Currently, many of the students zoned for these schools do not attend. There was never a plan to displace students as a result of this proposal. The district wants to attract zoned students back to those schools. Dr. Grego said he wants buy in from the community to move forward with the application. Mrs. Krassner wants students to be focused on improvement, rolling out this new plan may be too much. Ms. Flowers expressed concern over the short timeframe and the transformation plans being launched. Mrs. Lerner said that the enrichment gained by a magnet program would be beneficial and we should pursue the grant. Mrs. O'Shea said she would hate to miss the opportunity to receive these funds, but there is no guarantee we would be awarded the grant. She also said she is understanding of the limited timeframe and will support Dr. Grego's recommendation. Mrs. Cook asked Dr. Corbett to address the content of the memo from Dr. Rick Davis, COQEBS, May 9, 2016 regarding the plan for magnets at six elementary schools, and what she is hearing. Dr. Corbett said that many documents have been shared at COQEBS meetings, but they do not like the formatting. Also, at one point they had requested information that had not yet been shared with the school board. He said that we are all talking about the same goals. Mrs. Lerner noted that this magnet plan was not to be a school within a school, which is what some people in the community are saying. Dr. Grego said he will continue to communicate with the community. He also said that he was unsure where the idea of displacing zoned students is coming from since that had never been discussed. The district wants to attract zoned students back into these schools. He thanked the Board for the opportunity to have these discussions in the sunshine.

- **Leadership Discussion:**

- Mrs. O'Shea- 1) She spoke about the FSBA legislative committee representative and alternate. They serve from July 1-June 30. Ms. Flowers would like to continue to serve in this capacity if there are no objections. There were none. Ms. Clark was the alternate, but she would prefer not to continue in the position. Dr. Ken Peluso voiced his interest; there were no objections. The legislative representative also serves on the federal relations committee. The FSBA Board of Directors also serves from July 1-June 30. Mrs. O'Shea is the representative and Mrs. Krassner is the alternate. They would both prefer not to continue in these positions. Dr. Ken Peluso offered to serve; Mrs. Carol Cook offered to be the alternate. There were no objections. FSBA will be notified. She also noted the FSBA Board of Directors Leadership Development and Training is scheduled for September 14-15, 2016 in Winter Haven. 2) She was recently advised of an additional graduation ceremony at R.L. Sanders scheduled for June 1 and asked who would like to attend. Ms. Janet

Clark volunteered to represent the Board. 3) On September 19 and 20, 2016, the College and Career Fair will be held at Countryside High and Pinellas Park High respectively. Last year it was only at Countryside High. She and Dr. Peluso attended and felt that it was a positive and more casual environment to engage with families. She asked the Board if they wish to participate in September. The board members agreed. 4) She reminded board members that it is a busy time of year and to make every effort to attend events for which they have committed. Often situations arise that are unpreventable, so if unable to attend, please notify the school board office so they can contact the appropriate person.

- Mrs. Lerner- 1) She is aware that the district is making improvements in gifted testing for students who are sometimes disruptive because they are not appropriately challenged. The district has added many enrichment programs for academically talented students. 2) She shared some of the Marzano scales for first grade and feels that it is too difficult and needs to be modified. She has spoken with Dr. Shana Rafalski, executive director, elementary education, who shared that the scales are going to be rewritten. She asked if the board could have a presentation on this topic. 3) She commented on the personalized letter she received from the FAST organization which she feels misrepresented her stance on student arrests. This brought some discussion forward regarding student arrests and Mr. Koperski said we cannot dictate the actions of law enforcement, they are deputized.
- Ms. Clark- She spoke about the direct instruction and success for all reading programs that FAST promotes; she is not in favor of these programs.
- Ms. Flowers-She addressed the arrest issue also. She stated that we have an MOU with local enforcement and she is looking for consistency in addressing non-violent actions and also looking at the monetary threshold for theft. She is aware that in some circumstances a parent may contact the States Attorney office; which is something the district cannot control. She is seeing more consistency in reporting by the DJJ and JDAI. Dr. Grego shared that he will speak with Chief Stelljes about her concerns.
- Mr. Koperski- He advised the board that the contract for assistant school board attorney, Heather Wallace, is coming up for renewal at the next board meeting. He is recommending her renewal.

No official actions were taken by the Board at this workshop. An audio recording of this workshop is filed in the Board Office archives. This workshop adjourned at 2:55 PM

Chairperson
w.10May16/als

Secretary

Attachment: w.051016 (5764 : Request Approval of Minutes)

Special School Board Meeting

Tuesday, May 10, 2016 4:00 PM

Cabinet Conference Room

301 Fourth Street SW
Largo, FL 33770

~ Minutes ~

<https://www.pcsb.org>

I. Call to Order

The meeting was called to order at 2:56 PM on May 10, 2016 at the School 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	
Ann Simonetti	Administrative Assistant and Clerk to the Board	Present	

II. Amendments to the Agenda

There were no amendments to the agenda.

III. Pledge of Allegiance

IV. Adoption of Agenda

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

V. Public Comments on Agenda Items

There were no individuals wishing to address the Board regarding the agenda items.

Attachment: special board meeting minutes 051016 (5764 : Request Approval of Minutes)

VI. Consent

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

1. Approval of Personnel Recommendations

Ms. Flowers complimented the work of Ms. Cynthia Kidd at Lakewood Elementary School.

Approved as submitted

(Copy to be found in Supplemental Minute Book #164.)

2. Request Approval of the Administrative Appointment of the Assistant Superintendent, Human Resources Services

Ms. Flowers asked if the position required an HR certification. Mrs. Lerner also asked about relevant training for the HR position. Dr. Corbett stated that the board is participating in the Urban Schools Human Capital Academy (HSHCA). It is a training program that addresses the specific needs of large urban school districts. Program details are outlined in the April 26, 2016 school board agenda.

Appointment approved- Paula M. Texel

(Copy to be found in Supplemental Minute Book #164.)

VII. New Business

VIII. Adjournment

There being no further business to be brought before the School Board, this meeting adjourned at 3:05 pm.

Chairperson

Superintendent and Ex Officio Secretary

Regular School Board Meeting

Tuesday, May 17, 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. 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	Clerk to the Board and Administrative Assistant	Present	

II. Amendments to the Agenda

At this time, Dr. Grego shared the following additions or changes made to the agenda subsequent to its publication seven days ago:

Consent Agenda Item #5: Request Approval of the Recommendation to Dismiss Ms. Cynthia Snow, Teacher, Employed at Bay Point Middle School

Recommend Alternative #2: If an administrative hearing is requested, suspend Ms. Snow without pay effective May 18, 2016 until the conclusion of the hearing process and direct the Staff Attorney to submit the request to the Division of Administrative Hearings.

Attachment: board meeting minutes 051716 (5764 : Request Approval of Minutes)

Updated Nonconsent Agenda Item #3: Request Approval of Issuance of a Ninety (90) Day Notice to Terminate the Charter Agreement with Windsor Preparatory Academy

Updated Nonconsent Agenda Item #4: Request Approval of Issuance of a Ninety (90) Day Notice to Terminate the Charter Agreement with East Windsor Middle Academy

Updated Nonconsent Agenda Item #5: Request Approval of Issuance of a Ninety (90) Day Notice to Terminate the Charter Agreement with Florida Virtual Academy at Pinellas

Updated Nonconsent Agenda Item # 6. Request Approval of Issuance of a Ninety (90) Day Notice to Terminate the Charter Agreement with Newpoint Pinellas Academy

Nonconsent Agenda Items # 3-6 reflect additional information that was obtained since the May 10, 2016 school board workshop. In an effort to be more comprehensive these items were updated.

Mrs. O'Shea shared the following change to VIII. Special Order Agenda.

Item #5: Recognition of the School Resource Officer (SRO) of the Year for the 2015-16 School Year, Presented by Chief Rick Stelljes, Pinellas County Schools Police

This recognition will follow IV. Pledge of Allegiance, prior to V. Introduction of Professional and Community Organization Reps

Mrs. O' Shea stated that, as Chairperson, she has found good cause to amend the agenda accordingly.

III. **Invocation: Pastor Patrice Curtis, Unitarian Universalists Church of Clearwater**

The invocation was delivered by Pastor Curtis.

IV. **Pledge of Allegiance**

The Pledge of Allegiance followed the Invocation.

National Anthem

The National Anthem was sung by Brittany Douglas, student from Northeast High School.

Video: Students create online emergency preparedness tool

The video highlighted students in Lakewood High School's Center for Advanced Technologies who collaborated to create an online tool for emergency preparedness in Pinellas County. The students shown in the video will be recognized during the VIII. Special Order Agenda.

A. (VIII.) Special Order Agenda

1. Recognition of the School Resource Officer (SRO) of the Year for the 2015-16 School Year, Presented by Chief Rick Stelljes, Pinellas County Schools Police

Chief Rick Stelljes was called upon to introduce Officer Catherine Long, Clearwater Police Department. She serves as School Resource Officer at Countryside High School.

Officer Long was congratulated and greeted by the Board.

V. Introduction of Professional and Community Organization Reps

Lisa M. Wolf, Public Information Officer

Lisa M. Wolf, Public Information Officer, introduced the following individuals: Nelly Henjes, PESPA; Mike Gandolfo, PCTA; Cindy Ehrenzeller, PCCPTA; Randi Hilleso and Victoria Hagedorn, Pinellas Arts for a Complete Education Coalition; Colleen Wright, Tampa Bay Times; Mark Douglas and Maurice Capobianco, News Channel 8; Cathy Carter, WUSF; Chad Cromwell, 10 News; Craig Cross, Fox News; and Cait McVay and Matt Apthorp, Bay News 9.

VI. Presentation by Student Rights and Responsibilities: Northeast High School

At this time, Ms. Lisa Wolf, public information officer introduced the Student Rights & Responsibilities Committee representatives from Northeast High School.

Abby Cunningham, Selena Jochumsen, and Connor McNally, Student Rights and Responsibilities representatives from Northeast High School, addressed the Board to share information regarding programs and achievements taking place at their school.

Mrs. Krassner shared that she is a Northeast High graduate; and said "Once a Viking Always a Viking." She praised Principal Hendrick for his outstanding work and the support of Achieva Credit Union for the Academy of Finance.

VII. Adoption of Agenda

The action taken by the Board to adopt the agenda reflects the amendments or changes provided by the Superintendent and School Board Chair during Item II. Amendments to the Agenda

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

VIII. Special Order Agenda

1. Presentation of the Proclamation Recognizing May as Better Hearing and Speech Month, Presented by Sherry Aemisegger, Executive Director, Exceptional Student Education

Ms. Sherry Aemisegger, executive director, exceptional student education, spoke about the work of speech-language pathologists and audiologists in our schools.

Terry Krassner read the proclamation aloud.

It was moved by Janet Clark, seconded by Rene Flowers, and carried with a 7-0 vote

to approve May as Better Hearing and Speech Month.

(Copy to be found in Supplemental Minute Book #164.)

2. Presentation of Clearwater High School Students Civil Rights Ambassadors Program, Presented by Keith Mastorides, Principal, Clearwater High School
Mr. Keith Mastorides, principal, Clearwater High School, spoke of the outstanding work done by Clearwater High School students in the development of this project based learning experience. A video was shown highlighting the six day tour of sites which were historically important in the civil rights movement.
Five student participants were congratulated and greeted by the Board.

3. Recognition of Lakewood High School Center for Advanced Technologies Teacher and Students for Their Efforts in the Development of a Web-based Communications Portal, Presented by Clint Herbic, Associate Superintendent, Operational Services
Mr. Clint Herbic, associate superintendent, operational services, spoke of the work of Mr. Lou Zulli in gathering a team of outstanding students, along with the collaboration of Microsoft executives, in the development a web-based communications portal used to manage vital data that supports emergency shelter management.
The students and Mr. Zulli were greeted and congratulated by the Board.

4. Recognition of Pinellas County Schools as the Recipient of the Distinguished Service Award at the 30th Annual Governor's Hurricane Conference, Presented Clint Herbic, Associate Superintendent, Operational Services
Mr. Clint Herbic, associate superintendent, operational services, stated that Pinellas County Emergency Management nominated the school district for this award. The district provides shelters and shelter staffing.
The plaque was presented to the Board.

5. Recognition of the 2014/2015 Five Star Schools, Presented by Valerie Brimm, Ed.D., Director, Office of Strategic Partnerships
Dr. Valerie Brimm, director, office of strategic partnerships recognized the twenty-three Five Star Schools.
Principals and school staff were greeted and congratulated by the Board.

IX. Public Comments on Agenda Items

The majority of speakers addressed the following nonconsent agenda items as noted beside their name.

Nonconsent Agenda Item # 3: Request Approval of Issuance of a Ninety (90) Day Notice to Terminate the Charter Agreement with Windsor Preparatory Academy

Nonconsent Agenda Item # 4: Request Approval of Issuance of a Ninety (90) Day Notice to Terminate the Charter Agreement with East Windsor Middle Academy

Nonconsent Agenda Item # 6: Request Approval of Issuance of a Ninety (90) Day Notice to Terminate the Charter Agreement with Newpoint Pinellas Academy

The following individuals addressed the Board on specific agenda items:

1. Veronica Fly (nonconsent items 3 & 4)

Ms. Fly, principal Windsor Prep/East Windsor Middle, cited good things happening at those schools.

2. Melissa Gross-Arnold (nonconsent items 3, 4 & 6)

Ms. Gross-Arnold, attorney representing Windsor School Inc., requested the board not approve the 90 day termination notice.

3. Yvonne DeAntoneo (nonconsent items 3 & 4)

Ms. DeAntoneo, parent, spoke in favor of Windsor.

4. Abbey Mills (nonconsent items 3 & 4)

Ms. Mills, parent, spoke in favor of Windsor.

5. Angela Lecrone (nonconsent items 3 & 4)

Ms. Lecrone, parent, spoke in favor of Windsor.

6. Paige Jackson (nonconsent items 3 & 4)

Ms. Jackson, parent, spoke in favor of Windsor.

7. Ralph Megill (nonconsent item 6)

Mr. Megill, parent, spoke in favor of Newpoint Pinellas Academy.

8. Kim Spivey Diaz (nonconsent items 3 & 4)

Ms. Spivey Diaz, parent, spoke in favor of Windsor.

9. Robert Pergolizzi (nonconsent items 3 & 4 & 6)

Mr. Pergolizzi, former board chair Windsor School Inc., spoke in favor of Windsor.

10. Ruza Richardson (nonconsent items 3 & 4)

Ms. Richardson, parent, spoke in favor of Windsor but will visit schools in her neighborhood.

11. Thomas Beaton (nonconsent items 3 & 4 & 6)

Mr. Beaton, Newpoint Pinellas Academy administrator, expressed concerns he had with the

former management company but in favor of the school.

12. Tiffany Henry (nonconsent item 3)

Ms. Henry, parent, spoke in favor of Windsor.

13. Lisa Mosall (nonconsent items 3 & 4)

Ms. Mosall, parent, spoke in favor of Windsor.

14. Chris Wenzel (nonconsent items 3 & 4 & 6)

Mr. Wenzel, parent and new board chair Windsor School Inc., spoke in favor of Windsor.

15. Megan Smith (nonconsent items 3 & 4 & 6)

Ms. Smith spoke in favor of Windsor.

16. Mindy Hoston (nonconsent items 3 & 4)

Ms. Hoston read a letter written by Mr. Fleming, teacher at Windsor.

17. Jessica Ismoilov (nonconsent items 3 & 4)

Ms. Ismoilov, parent, said there were 1,576 signatures on a petition in support of Windsor.

18. Lucas Tucker (nonconsent item 4)

Mr. Tucker, student, East Windsor Middle Academy, spoke of his positive experiences at the school.

19. Lakeisha Smith (nonconsent item 3)

Ms. Smith, parent, spoke in support of Windsor and shared a recorded message from her daughter.

20. Kimberly Doyle (nonconsent item 4)

Ms. Doyle, parent, spoke in favor of Windsor.

21. Dorothy Dulau (nonconsent item 3)

Ms. Dulau, parent, spoke in favor of Windsor.

22. Joseph Holbrook (nonconsent items 3 & 4)

Mr. Holbrook, parent, spoke in favor of East Windsor Middle Academy.

23. Ellen Mosall (nonconsent item 3)

Ms. Mosall, grandparent, spoke in favor of Windsor.

24. Theresa Jacobowitz (nonconsent items 3 & 4 & 6)

Ms. Jacobowitz, parent, presented the petition Save Windsor Preparatory Academy East

Windsor Middle Academy to the Board.

25. Jesse Jacobowitz (nonconsent items 3 & 4 & 6)

Mr. Jacobowitz, parent, spoke in favor of Windsor.

26. Bruce McWilliams (nonconsent items 3 & 4)

Mr. McWilliams, grandparent, spoke in favor of Windsor.

27. Ashley Zazzaro (nonconsent item 4)

Ms. Zazzaro, parent, spoke in favor of Windsor.

28. Chris Bateman (nonconsent item 3)

Mr. Bateman, parent, spoke in favor of Windsor.

29. Tonya Hanson (nonconsent items 3 & 4)

Ms. Hanson, parent, spoke in favor of Windsor.

30. Sherry Johnson (nonconsent item 3)

Ms. Johnson, parent and substitute teacher at Windsor, spoke in favor of Windsor.

31. Rick Tra (nonconsent items 3 & 4)

Mr. Tra, parent, spoke in favor of Windsor.

32. Mark Klutho (consent items 20, 22, and Nonconsent items 1, 2, 3, 4, 5, & 6)

Consent Agenda Item # 20: Request Approval of the Total Project Cost for Pinellas Technical College, St. Petersburg Campus, Electrical Distribution Replacement for Project No. 9047, in the Amount of \$246,770, and the Agreement With Long & Associates Architects/Engineers for Electrical and Contract Administration Services

Consent Agenda Item # 22: Request Approval of Substantial Completion for Heating, Ventilation and Air Conditioning and Lighting Renovation (Buildings 2 and 8) as of April 12, 2016, Which is a Portion of the Project at Pinellas Park Elementary School, Project No. 9185

Nonconsent Agenda Item # 1: Request Approval of the Amendment to the Charter School Contracts for Plato Academy Clearwater, Largo, Palm Harbor, Pinellas Park, Seminole, St. Petersburg and Tarpon Springs Schools to Change the Primary Curriculum

Nonconsent Agenda Item # 2: Request Approval of the Amendment to the Charter School Contract for University Preparatory Academy to Change the Primary Curriculum

Nonconsent Agenda Item # 5: Request Approval of Issuance of a Ninety (90) Day Notice to Terminate the Charter Agreement with Florida Virtual Academy at Pinellas

Mr. Klutho shared his concern with energy usage and spoke against charter schools.

33. Felicia Stryck (nonconsent items 3 & 4)

Ms. Strysick, parent, spoke in favor of Windsor.

34. Cinder McDonald (nonconsent items 3 & 4)

Ms. McDonald, parent, spoke in favor of Windsor.

35. Nevena Gundy (nonconsent items 3 & 4)

Ms. Gundy, parent, spoke in favor of Windsor.

36. Lisette Barton (consent item 2)

Consent Agenda Item #2: Request Approval of Personnel Recommendations

Ms. Barton spoke of her experience teaching in Pinellas County Schools and the teacher evaluation process.

37. Heather Cole (nonconsent items 3 & 4)

Ms. Cole, parent, spoke in favor of Windsor.

38. Alison Schorger (nonconsent items 3 & 4)

Ms. Schorger, grandparent, spoke in favor of Windsor.

39. Amber Burkham (nonconsent item 3)

Ms. Burkham, parent, spoke in favor of Windsor.

40. Barbara Rummell (nonconsent item 4)

Ms. Rummell, parent, spoke in favor of Windsor.

41. Yale Walker (nonconsent items 3 & 4)

Mr. Walker, parent, spoke in favor of Windsor.

42. Stephanie Adelson (nonconsent item 3)

Ms. Adelson, parent, spoke in favor of Windsor.

43. Zoe Wilkinson (nonconsent items 3 & 4)

Ms. Wilkinson, parent, spoke in favor of Windsor.

44. Toy Walker (nonconsent item 3)

Ms. Walker, parent, spoke in favor of Windsor.

45. Joann Fernandez (nonconsent items 3 & 4)

Ms. Fernandez, grandparent, spoke in favor of Windsor.

46. Paul Naprstek (nonconsent items 3 & 4)

Mr. Naprstek, parent, spoke in favor of Windsor.

X. Unfinished Business

XI. Consent

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

1. Request Approval of Minutes: To Approve the Minutes of the Regular School Board Meeting of April 26, 2016
Approved as submitted
2. Request Approval of Personnel Recommendations
Approved as submitted
(Copy to be found in Supplemental Minute Book #164.)
3. Request Approval of the Appointment of the Vehicle Maintenance Specialist
Appointment approved-Brian K. Lowe
(Copy to be found in Supplemental Minute Book #164.)
4. Request Approval to Create and/or Revise Job Descriptions Which Will Be Effective May 18, 2016
Approved as submitted
5. Request Approval of the Recommendation to Dismiss Ms. Cynthia Snow, Teacher, Employed at Bay Point Middle School
The action taken by the Board reflects the amendment provided by the Superintendent during Item II. Amendments to the Agenda
Approved Alternative #2: If an administrative hearing is requested, suspend Ms. Snow without pay effective May 18, 2016 until the conclusion of the hearing process and direct the Staff Attorney to submit the request to the Division of Administrative Hearings.
6. Request Approval to Extend the Johns Eastern Company (JECO) Service Agreement for Third Party Claims Administration and Managed Care Services Through June 30, 2021, with an Option to Negotiate Renewals in Subsequent Years
Approved as submitted
(Copy to be found in Supplemental Minute Book #164.)

Attachment: board meeting minutes 051716 (5764 : Request Approval of Minutes)

7. Request Approval of Renewed Employment Agreement with Heather J. Wallace as Assistant School Board Attorney
Approved as submitted
(Copy to be found in Supplemental Minute Book #164.)

8. Request Approval of the Following Special Projects:
Approved as follows:
 - A. 21st Century Community Learning Centers Grant iclass \$2,202,538.00
 - B. Florida First Start SR 16-01 \$239,220.00
 - C. Title I, Part D. Neglected and Delinquent Grant \$70,341.00 additional funds new total: \$559,987.00
 - D. Healthy Schools for Healthy Children Project \$670,385.00
 - E. Agreement with Advanced Reasoning in Education, LLC \$105,000.00
 - F. Florida Diagnostic & Learning Resources System (FDLRS) \$1,209,227.00(Copy/copies to be found in Supplemental Minute Book #164.)

9. Request Approval for Renewal of Student Services Agreements Between Bay Area Youth Services, Camelot Community Care, Inc., Families First of Florida, Family Enrichment Services aka Adoption Related Services, InterCultural Advocacy Institute Hispanic Outreach Center, Kinship Services, Inc., Partnership for Children and Families and the School Board of Pinellas County.
Approved as submitted
(Copy to be found in Supplemental Minute Book #164.)

10. Request Approval of Budget Amendment No. 6 (February 2016) to the District's 2015/16 Budget
Approved as submitted

11. Request Approval of the Financial Statements for the Month Ending February 29, 2016
Approved as submitted

12. Request Approval of Renewal Agreement Between the School Board of Pinellas County, Florida, and the School Board of Seminole County, Florida
Approved as submitted
(Copy to be found in Supplemental Minute Book #164.)

13. Request Approval of the Operational Compliance Audit Reports of the District's Property Inventory, Schools' Payroll, Schools' Internal Fund Accounts for Fiscal Year 2014/2015; and the Financial Audit Reports of the Schools' Internal Fund Accounts for Fiscal Year Ending June 30, 2015
Approved as submitted
14. Request Approval of RFP 16-946-151 Request for Proposals: Underwriting Service
Approved as submitted
15. Request Approval of RFP 16-946-152 Request for Proposals: Trustee Services
Approved as submitted
16. Request Approval of a new Agreement for Athletic Trainers With PT Solutions, LLC, and Renewal Agreements Between All Florida Orthopaedic Associates, St. Anthony's Hospital, Inc., Morton Plant Mease Health Care, Inc., and the School Board of Pinellas County
Approved as submitted
(Copy to be found in Supplemental Minute Book #164.)
17. Request Approval of the Internship Agreement with the City of St. Petersburg
Approved as submitted
(Copy to be found in Supplemental Minute Book #164.)
18. Request Approval to Renew Both the Joint Use Agreement and the Bicentennial Park Agreement with the City of Madeira Beach and the School Board
Approved as submitted
(Copy to be found in Supplemental Minute Book #164.)
19. Request Approval of the Interlocal Agreement Between the School Board and Pinellas County for a Temporary Emergency Management Staging Area
Approved as submitted
(Copy to be found in Supplemental Minute Book #164.)
20. Request Approval of the Total Project Cost for Pinellas Technical College, St. Petersburg Campus, Electrical Distribution Replacement for Project No. 9047, in the Amount of \$246,770, and the Agreement With Long & Associates Architects/Engineers for Electrical and Contract Administration Services
Approved as submitted
(Copy to be found in Supplemental Minute Book #164.)

21. Request Approval of the Third 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
22. Request Approval of Substantial Completion for Heating, Ventilation and Air Conditioning and Lighting Renovation (Buildings 2 and 8) as of April 12, 2016, Which is a Portion of the Project at Pinellas Park Elementary School, Project No. 9185
Approved as submitted
(Copy to be found in Supplemental Minute Book #164.)
23. Request Approval of Selling the District's Surplus Equipment on the PublicSurplus.com Internet Auction Site
Approved as submitted
24. Request Approval to Recycle, Cannibalize, and/or Scrap Obsolete Fixed Assets
Approved as submitted
25. Request Approval of Bids to Vendors at Prices in Bid Documents in Accordance with Bid Policies and Statutes
Approved as submitted
(Copy to be found in Supplemental Minute Book #164.)

XII. Nonconsent

1. Request Approval of the Amendment to the Charter School Contracts for Plato Academy Clearwater, Largo, Palm Harbor, Pinellas Park, Seminole, St. Petersburg and Tarpon Springs Schools to Change the Primary Curriculum
Approved as submitted
(Copy to be found in Supplemental Minute Book #164.)

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

2. Request Approval of the Amendment to the Charter School Contract for University Preparatory Academy to Change the Primary Curriculum
Approved as submitted

(Copy to be found in Supplemental Minute Book #164.)

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

3. Request Approval of Issuance of a Ninety (90) Day Notice to Terminate the Charter Agreement with Windsor Preparatory Academy

The action taken by the Board reflects the amendment provided by the Superintendent during Item II. Amendments to the Agenda

Ms. Heather Wallace, assistant school board attorney, spoke to the topic of the ninety day notice to terminate. She shared that the charter agreement is made with the governing board, they are to provide oversight. The governing board hired the management company, Newpoint Education Partners, LLC. There continue to be significant concerns with the schools' budgets, lack of curriculum, exceptional student education services, and other areas. The governing board is not in compliance with the original charter agreement.

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

4. Request Approval of Issuance of a Ninety (90) Day Notice to Terminate the Charter Agreement with East Windsor Middle Academy

The action taken by the Board reflects the amendment provided by the Superintendent during Item II. Amendments to the Agenda

Ms. Heather Wallace, assistant school board attorney, spoke to the topic of the ninety day notice to terminate. She shared that the charter agreement is made with the governing board, they are to provide oversight. The governing board hired the management company, Newpoint Education Partners, LLC. There continue to be significant concerns with the schools' budgets, lack of curriculum, exceptional student education services, and other areas. The governing board is not in compliance with the original charter agreement.

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

5. Request Approval of Issuance of a Ninety (90) Day Notice to Terminate the Charter Agreement with Florida Virtual Academy at Pinellas

The action taken by the Board reflects the amendment provided by the Superintendent during Item II. Amendments to the Agenda

Ms. Amy Hayes, senior coordinator, charter schools and home education, spoke to the topic of the ninety day notice to terminate. They have not met the requirements of the

corrective action plan issued in November 2015. The school is in violation of its charter agreement for board governance violations and inaccurate reporting.

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

6. Request Approval of Issuance of a Ninety (90) Day Notice to Terminate the Charter Agreement with Newpoint Pinellas Academy

The action taken by the Board reflects the amendment provided by the Superintendent during Item II. Amendments to the Agenda

Ms. Heather Wallace, assistant school board attorney, spoke to the topic of the ninety day notice to terminate. She shared that the charter agreement is made with the governing board, they are to provide oversight. The governing board hired the management company, Newpoint Education Partners, LLC. There continue to be significant concerns with the schools' budgets and governance. The school has failed to provide a sufficient corrective action plan. The governing board is not in compliance with the original charter agreement.

A summary of remarks made by Dr. Grego and board members regarding Windsor Preparatory Academy, East Windsor Middle Academy and Newpoint Pinellas Academy:

Dr. Grego stated that within the ninety days he hopes to see the appropriate corrections; board members have a responsibility to the taxpayers; there has to be oversight.

Ms. Flowers clarified a statement made by a speaker that the district held the lease on the Windsor school buildings; they do not. She asked for a clarification regarding the process of the notice to terminate. The governing board has fourteen days to appeal the notice and if they do, a hearing must be held within sixty days.

Mrs. Lerner thanked the speakers, but the district needs documentation and show her what that looks like legally and financially.

Dr. Peluso said speakers made compelling arguments but he is responsible to the taxpayers.

Mrs. Cook thanked the speakers for attending, but it would be irresponsible of the Board to not move forward with the termination notice since the district has not received proof from the governing board. She said that district staff will work with them.

Mrs. Krassner expressed compassion toward the families and stated that she has faith in public schools.

Ms. Clark communicated her agreement with the Board in issuing the ninety day notice, but also stated that the district would work with them.

Mrs. O' Shea stated that she also agreed with the ninety day notice and that she hopes they are able to comply in ninety days.

RESULT:	APPROVED AS AMENDED [UNANIMOUS]
MOVER:	Ken Peluso, Board Member
SECONDER:	Rene Flowers, Board Member
AYES:	Flowers, Peluso, Cook, Clark, Krassner, Lerner, O' Shea

XIII. New Business

A. *Items Introduced by Superintendent*

Dr. Grego's report included the following:

1) He stated that this school board meeting was the last one for the 2015-2016 school year. He thanked all district personnel. He said it is an exciting time of year for families, especially for those who have children graduating from high school. He will attend several commencement ceremonies and looks forward to celebrating this accomplishment with them. It is a great time to reflect on what motivates us as educators.

2) He said that Ponce de Leon elementary started a wonderful new tradition. The elementary students will host the graduating seniors from Largo High that attended Ponce de Leon to participate in a parade down the school halls. This is a great way for seniors to motivate elementary students; sharing their success in graduating high school.

3) He shared that a senior at Clearwater High School, Jose Becerra, has been chosen for the prestigious 2016 Dell Scholars Program Class of 2016. He is the only student in Pinellas County and one of only ten in the state. He plans to attend the University of North Florida, majoring in Biology, with a concentration in Biotechnology and Molecular Biology. The Dell Scholars program is an initiative of the Michael and Susan Dell Foundation which recognizes students who have overcome significant obstacles to pursue their education.

4) He said that Northeast High School Principal Kevin Hendrick was one of ten educators recognized by Governor Rick Scott with the Governor's Shine Award. The Shine Award is presented to teachers and administrators in the state who make significant contributions to the field of education. In addition to this award, Principal Hendrick is the recipient of the Pinellas County Music Educators Association "High School Principal of the Year" and the Pinellas County Mathematics Teachers "Principal of the Year". Congratulations to Mr. Hendrick.

5) He shared information about the summer initiative Fill the Bus which supports the Summer Reading Initiative. The bus was at Tropicana Field recently for PCS Spirit Night with the Rays and there was a lot of community support. Contributions can still be made by donating books to schools, at Barnes and Noble stores or online. Details are on our website at pcsb.org/fillthebus.

6) He spoke about the Pinellas Education Foundation's 13th annual Walker's Rising Stars Scholarship Competition held last week. Approximately \$60,000.00 in scholarships and prizes were awarded that evening. A big thank you to Dr. Jeffrey Walker and the Foundation for another fantastic event. Attendance 700 people attended. More than 200 juniors and seniors from Pinellas County Schools applied to this seven-month competition. Congratulations to all who participated and to our winners.

7) He said that Parent University, recently held at Gibbs High School, offered a variety of

services, workshops, and activities for students and families. Thank you to everyone who helped to make it a success.

8) He commented on the STEM Expo at USF St. Petersburg, which is an amazing event, and continues to become a bigger and better event each year. There are now 220 STEM Academies in the district with more than 4,500 students participating.

9) He shared the success of the Transformation Zone Job Fair. There was positive feedback from principals and teachers with over 150 prospective teachers attending. He thanked Dr. Antonio Burt for his role.

B. Items Introduced by School Board Attorney

Mr. Koperski stated that he had no report.

C. Items Introduced by the Board

Mrs. Lerner- She spoke about transgender students and accommodations for them. She stated that the district has done a lot to work with these students and their families. She asked that this topic be addressed in an upcoming workshop.

Ms. Flowers-1)She thanked the administration for the opportunity to attend the Transformation Zone Job Fair at Melrose Elementary. Teachers in attendance were there because they are excited about what is happening at the Transformation Zone Schools. 2) She responded to comments made by some of the speakers about supportive teachers and she stated that she is aware of many educators in this district that are caring and go out of their way to support families. 3) She also spoke about the many active PTA groups at our schools; this is not only found at charter schools. 4) She spoke about the legislation surrounding charter schools. Tallahassee makes the rules of law and school boards must address them. 5) She gave a shout out to Cheryl Thomas, school bus driver, who is lending her assistance at Campbell Park Elementary. 6) She said that she is so excited about upcoming high school graduations. If students have not yet decided on post secondary education, Pinellas Technical College is an excellent choice. She said that part of the City of St. Petersburg's vision statement says "where the sun shines on all". Pinellas Technical College should be "where education shines on all".

Mrs. O'Shea- 1) She announced that tonight is the School Board Student Recognition Event at Pinellas Park High School, beginning at 7 pm. 2) She reminded board members to keep their calendars up-to-date as there are many events at this time of the year.

D. Review of Board Requests

Dr. Corbett stated there were no board requests.

E. School Board Meeting Evaluation

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

Pluses:

-Heather well prepared and ready

-Speakers had a chance to be heard

Opportunities:

-Inability to verify speakers' comments

XIV. Adjournment

There being no further business to be brought before the School Board; this meeting adjourned at 1:49 PM

Chairperson

Superintendent and Ex-Officio Secretary

XV. Public Speakers

The following individuals addressed the Board to share their comments:

1. Tracy Bates

Ms. Bates stated that her grandson attends Pinellas County Schools and has experienced bullying. (Dr. Grego requested an area superintendent speak with Ms. Bates and investigate this issue.)

2. Lenore Faulkner

Ms. Faulkner gave the Board copies of pages 58-59 from the Pinellas Park Middle School yearbook 2000, where she was mentioned.

3. Mark Klutho

Mr. Klutho shared his viewpoint on environmental concerns.

4. Jean Urban

Ms. Urban made note of the May 14, 2016 letter to the editor and shared data on dyslexia.

5. Sherwood White

Mr. White gave a copy of "The War on Poverty: 50 Years Later A House Budget Committee Report" dated March 3, 2014.

6. Freddie Mitchell

Mr. Mitchell spoke about the impact of stress in the workplace, specifically impacting

teachers.

7. Tonya Proffer

Ms. Proffer shared data on dyslexia and gave the board a document titled "Dyslexia Matters".

8. Alan Conner

Mr. Conner spoke about the contamination issue at Sawgrass Lake.

9. Jayson James

Mr. James shared two concerns he had heard about regarding treatment of students in our schools. (Dr. Grego requested an area superintendent speak with Mr. James and investigate these issues.)

10. Megan Smith

Ms. Smith spoke in favor of Windsor Preparatory Academy.

11. Stephanie Adelson

Ms. Adelson spoke in favor of Windsor Preparatory Academy.

This session ended at 2:26 PM.

ADOPTED

REQUEST FOR APPROVAL (ID # 5799)

Request Approval of Personnel Recommendations

ATTACHMENTS:

- Jun 14 2016 FINAL HR Board Agenda Sets A-D (PDF)

June 14, 2016

MEMORANDUM

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Recommendation of Superintendent on Personnel – 2016/2017

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

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

Administrative

Transfers 10 A

Instructional

Appointments of Annual Contract 87 1-6

Leave of Absence 1 7

Terminations

Resignations 4 7

Retirement 1 7

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: Jun 14 2016 FINAL HR Board Agenda Sets A-D (5799 : Request Approval of Personnel Recommendations)

RECOMMENDATION OF SUPERINTENDENT
ON ADMINISTRATIVE PERSONNEL

2016/2017

June 14, 2016

TRANSFERS

NAME	FROM	TO	EFFECTIVE
Allen, Robert E	Assistant Principal, John Hopkins Middle	Assistant Principal, Disston Academy	07/20/16
Baker, John C	Assistant Principal, Lakewood Elementary	Assistant Principal, Bauder Elementary	07/20/16
Bockover-Goldstein, Heidi L	Assistant Principal, Melrose Elementary	Assistant Principal, Oakhurst Elementary	07/20/16
Dixon, Nikishia A	Assistant Principal, North Shore Elementary	Assistant Principal, Melrose Elementary	07/20/16
Gehring, Donna	Principal Brooker Creek Elementary	Principal, Seventy-Fourth Street Elementary	07/01/16
Lewis, Dawn M	Assistant Principal Oakhurst Elementary	Assistant Principal, Campbell Park Elementary	07/20/16
Moses, Tekoa M	Assistant Principal, Kings Highway Elementary Magnet	Assistant Principal, Maximo Elementary	07/20/16
Nellenbach, Renee	Assistant Principal, Garrison-Jones Elementary	Assistant Principal, Lakewood Elementary	07/20/16
Smith, Antonio G	Assistant Principal, Maximo Elementary	Assistant Principal, Fairmount Park Elementary	07/20/16
Williams Randria C	Assistant Principal, Fairmount Park Elementary	Assistant Principal, Bay Point Elementary	07/20/16

Attachment: Jun 14 2016 FINAL HR Board Agenda Sets A-D (5799 : Request Approval of Personnel Recommendations)

RECOMMENDATION OF SUPERINTENDENT ON
INSTRUCTIONAL PERSONNEL

June 14, 2016

2016/2017

APPOINTMENTS OF ANNUAL CONTRACT

NAME	COST CENTER	GRADE/SUBJECT	EFFECTIVE
Acosta, Christina D	Pinellas Park High	Social Studies	08/09/16
Anderson-Ference, Jamie R	Carwise Middle	Varying Exceptionalities	08/01/16
Bahr, Betty J	East Lake High	Varying Exceptionalities	09/13/16
Barron, Sarah A	Dunedin Highland Middle	Emotional/Behavior Disorder	08/01/16
Bartles, Matthew E	Pinellas Technical College Clearwater	Vocational (11.5 Month)	07/01/16
Binder, Cristy S	Clearwater Fundamental Middle	Language Arts	08/01/16
Bingham, Bethany J	Sandy Lane Elementary	Elementary	08/01/16
Brewer, Kasey L	Sanders Exceptional	Emotional/Behavior Disorder	08/01/16
Burnett, Juliette E	Maximo Elementary	Library Media/Technology Specialist	08/01/16
Burns, Isabelle C	Sawgrass Lake Elementary	Autism Spectrum Disorder	08/01/16
Cafiero, Ashley L	Skycrest Elementary	Gifted	08/01/16
Capitosti, Deborah W	Fairmount Park Elementary	Varying Exceptionalities	08/01/16

Attachment: Jun 14 2016 FINAL HR Board Agenda Sets A-D (5799 : Request Approval of Personnel Recommendations)

Recommendation of Superintendent on Instructional Personnel
 June 14, 2016
 2016/2017 School Year

2

APPOINTMENTS OF ANNUAL CONTRACT
 (Continued)

NAME	COST CENTER	GRADE/SUBJECT	EFFECTIVE
Cawley, Megan E	Skyview Elementary	Elementary	08/08/16
Cemberci, Virginia A	Meadowlawn Middle	Reading	08/01/16
Chenderlin, Erin E	Largo Middle	Mathematics	08/01/16
Cook, Jillian L	Gulfport Elementary	Kindergarten	08/09/16
Crosley, Jennifer L	Azalea Middle	Science	08/01/16
Dearth, Tracie J	Lealman Innovation Academy	Alternative Education	08/09/16
Delk, Kristine A	East Lake High	Library Media/Technology Specialist	08/05/16
DeVincenzo, Anthony N	Tarpon Springs High	Family and Consumer Sciences	08/01/16
Easterman, Sherry M	Marjorie Kinnan Rawlings Elementary	Elementary	08/01/16
Facinelli, James R	Dunedin High	Junior Reserve Officer Training Corps	08/10/16
Fisher, Dawn M	Perkins Elementary	Art	08/01/16
Fritschle, Samantha K	Maximo Elementary	Elementary	08/01/16
Georgiadis, Christina	Marjorie Kinnan Rawlings Elementary	Elementary	08/16/16
Gray, Sophie N	High Point Elementary	Elementary	08/01/16
Gunn, Susan J	Curlew Creek Elementary	Elementary	08/01/16

Attachment: Jun 14 2016 FINAL HR Board Agenda Sets A-D (5799 : Request Approval of Personnel Recommendations)

Recommendation of Superintendent on Instructional Personnel
 June 14, 2016
 2016/2017 School Year

3

APPOINTMENTS OF ANNUAL CONTRACT
 (Continued)

NAME	COST CENTER	GRADE/SUBJECT	EFFECTIVE
Hamill, Johnathon A	Gibbs High	Business	08/01/16
Harper, Niles B	Clearwater High	Technical Education	08/01/16
Harris, Lisa A	Fairmount Park Elementary	Elementary	08/01/16
Hill, Jordan C	Largo Middle	Reading	08/01/16
Hinson III, Freeman W	Pinellas Park Middle	Varying Exceptionalities	08/01/16
Hitchcock, Jean L	Countryside High	Language Arts	08/01/16
Johnson, Ashlie A	Palm Harbor University High	Drama	08/01/16
Kackley, Benjamin J	Osceola Middle	Science	08/01/16
Kalinowska, Anna M	Tarpon Springs High	Guidance	08/10/16
Kapolka, Melissa A	Clearwater Fundamental Middle	Social Studies	08/08/16
Kavounis, Samantha K	Cypress Woods Elementary	Elementary	08/03/16
Kimmel, Andrea M	Melrose Elementary	Pre K Handicapped	08/01/16
Knox, Antonio D	Gibbs High	Mathematics	08/12/16
Lamothe, Andre	Lealman Avenue Elementary	Elementary	08/05/16
Lawson, Melissa J	Perkins Elementary	Elementary	08/01/16

Attachment: Jun 14 2016 FINAL HR Board Agenda Sets A-D (5799 : Request Approval of Personnel Recommendations)

Recommendation of Superintendent on Instructional Personnel
 June 14, 2016
 2016/2017 School Year

4

APPOINTMENTS OF ANNUAL CONTRACT
 (Continued)

NAME	COST CENTER	GRADE/SUBJECT	EFFECTIVE
Leonard, Raquel D	Thurgood Marshall Fundamental Middle	Gifted	08/01/16
Leoni, Destiny L	Azalea Middle	Science	08/01/16
Lind, Joann R	Melrose Elementary	Elementary	08/01/16
Maxon, Cheryl M	Sawgrass Lake Elementary	Elementary	08/03/16
McAlpine, Yinka M	Thurgood Marshall Fundamental Middle	Mathematics	08/01/16
Mirando, Briana S	Sandy Lane Elementary	Elementary	08/08/16
Money, Michelle R	School Social Work/Full Service Schools	Social Work	08/01/16
Morrison, Sheri A	Bay Vista Fundamental Elementary	Art	08/04/16
Payne-Hardy, Pamela C	Garrison-Jones Elementary	Elementary	08/05/16
Peanick, Allyssa R	Dunedin Highland Middle	Language Arts	08/15/16
Pedersen, Kathryn P	Eisenhower Elementary	Elementary	08/01/16
Petty, Larue L	Fuguitt Elementary	Elementary	08/01/16
Phillips, Danielle D	Tarpon Springs Elementary	Elementary	08/01/16
Pinheiro, Molly L	Psychological Services	Psychology	08/03/16

Attachment: Jun 14 2016 FINAL HR Board Agenda Sets A-D (5799 : Request Approval of Personnel Recommendations)

Recommendation of Superintendent on Instructional Personnel
 June 14, 2016
 2016/2017 School Year

5

APPOINTMENTS OF ANNUAL CONTRACT
 (Continued)

NAME	COST CENTER	GRADE/SUBJECT	EFFECTIVE
Potts, John E	Melrose Elementary	Elementary	08/09/16
Ramjas, Amelia D	Starkey Elementary	Guidance	08/17/16
Reinheimer, Samantha L	Sunset Hills Elementary	Kindergarten	08/10/16
Rivera, Jennifer	Pinellas Park Middle	Science	08/01/16
Ross, James A	Gibbs High	Foreign Language	08/03/16
Sboukis, Vickey J	Highland Lakes Elementary	Guidance	08/01/16
Schnell Jr, Ronald H	Lakewood High	Language Arts	08/01/16
Schultz, Stephen O	Pinellas Secondary School	Language Arts	08/08/16
Skinner, Amy M	Fairmount Park Elementary	Elementary	08/01/16
Smith, Kyle J	St Petersburg High	Science	08/01/16
Spilker, Brittany A	Oakhurst Elementary	Autism Spectrum Disorder	08/01/16
Stapanian, Stephen M	Seminole High	Varying Exceptionalities	08/05/16
Starrett, Michelle A	Pinellas Virtual K-12	Health (11.5 Month)	08/03/16
Stoneburner, Katlyn M	Countryside High	Language Arts	08/01/16
Taylor, Lori A	Fitzgerald Middle	Guidance	08/01/16

Attachment: Jun 14 2016 FINAL HR Board Agenda Sets A-D (5799 : Request Approval of Personnel Recommendations)

Recommendation of Superintendent on Instructional Personnel
 June 14, 2016
 2016/2017 School Year

6

APPOINTMENTS OF ANNUAL CONTRACT
 (Continued)

NAME	COST CENTER	GRADE/SUBJECT	EFFECTIVE
Testa, Teresa E	Lakewood Elementary	Elementary	08/01/16
Thomas, Robert L	Gibbs High	Music	08/05/16
Thompson, Anita J	Osceola Fundamental High	Business Education	08/01/16
Tuckett, Angela G	School Social Work/Full Service Schools	Social Work (Job Share)	08/01/16
Walker, Brandy T	Fairmount Park Elementary	Elementary	08/10/16
Walker, Shayna J	Pinellas Park Middle	Mathematics	08/01/16
Walls, Melissa M	Safety Harbor Elementary	Elementary	08/09/16
Warren, Robert A	Safety Harbor Middle	Physical Education	08/01/16
Wellings, Jeanne E	Ridgecrest Elementary	Gifted	08/01/16
Wheeler, Christine	Fairmount Park Elementary	Elementary	08/01/16
Wightman, Mary F	Highland Lakes Elementary	Emotional/Behavior Disorder	08/01/16
Williams, Leanna M	Skyview Elementary	Elementary	08/01/16
Wood III, Jesse I	Osceola Fundamental High	Science	08/08/16
Wood, Jessica M	Ozona Elementary	Elementary	08/01/16
Wood, Shelby H	Bardmoor Elementary	Elementary	08/01/16

Attachment: Jun 14 2016 FINAL HR Board Agenda Sets A-D (5799 : Request Approval of Personnel Recommendations)

Recommendation of Superintendent on Instructional Personnel
 June 14, 2016
 2016/2017 School Year

7

TERMINATIONS

NAME	COST CENTER	EFFECTIVE
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Resignations

Lazaris, Mary E	Woodlawn Elementary	07/31/16
Marraffino, Sarah A	Northeast High	07/31/16
Naiman, Erin S	Stephens ESE Center	07/05/16
Shorter, Tabitha D	Tyrone Middle	07/01/16

Retirement

Shultz, Gay G	McMullen-Booth Elementary	07/31/16
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LEAVE OF ABSENCE

NAME	COST CENTER	EFFECTIVE
Carpenter, Ashley Y	Fitzgerald Middle	08/01/16

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

Attachment: Jun 14 2016 FINAL HR Board Agenda Sets A-D (5799 : Request Approval of Personnel Recommendations)

MEMORANDUM

June 14, 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

Leave of Absence	1	A
Termination		
Resignation	1	A

Instructional

Appointment of Probationary Contract	1	1
Appointments of Annual Contract	4	1
Transfer	1	1
Leaves of Absence	7	1-2
Return From Leave of Absence	5	2
Terminations		
Resignations	33	2-4
Retirements	75	5-9
Contracted Services	135	10-20
Substitute Appointments	7	20
Teaching Out-of-Field (Co-Teachers)	2	20
Teaching Out-of-Field (Long-Term Substitutes)	21	21-22
Adjustments	4	23

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 ELA = English Language Acquisition
 AVID = Advancement Via Individual Determination
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 CTAE = Career, Technical, and Adult Education
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 EIS = Educational Information System

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 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
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 SIP = School Improvement Plan
 SLC = Smaller Learning Communities
 STIP = Summer Technology Institute Project
 STEM = Science, Technology, Engineering, and Mathematics
 VPK = Voluntary Pre K

Attachment: Jun 14 2016 FINAL HR Board Agenda Sets A-D (5799 : Request Approval of Personnel Recommendations)

RECOMMENDATION OF SUPERINTENDENT ON
INSTRUCTIONAL PERSONNEL

June 14, 2016

2015/2016

APPOINTMENT OF PROBATIONARY CONTRACT

NAME	COST CENTER	GRADE/SUBJECT	EFFECTIVE
Baker, Courtney A	Campbell Park Elementary	Elementary	05/16/16

APPOINTMENTS OF ANNUAL CONTRACT

NAME	COST CENTER	GRADE/SUBJECT	EFFECTIVE
Belford, Charon W	Bauder Elementary	Elementary	06/01/16
Patterson, Joyce D	St Petersburg High	Diversified Education	06/01/16
Shea, Kathleen P	Psychological Services	Psychologist (11.5 Month)	06/01/16
Toye, Nancy J	Lake St George Elementary	Elementary	06/01/16

TRANSFER

NAME	FROM COST CENTER	TO COST CENTER	EFFECTIVE
Allman, Richard K	Azalea Middle	Largo Middle	04/11/16

LEAVES OF ABSENCE

NAME	COST CENTER	EFFECTIVE
Carney, Susan D	Elementary Science	04/11/16
Cook, Julie M	Pre K Handicapped	04/15/16

Attachment: Jun 14 2016 FINAL HR Board Agenda Sets A-D (5799 : Request Approval of Personnel Recommendations)

Recommendation of Superintendent on Instructional Personnel
 June 14, 2016
 2015/2016 School Year

2

LEAVES OF ABSENCE

NAME	COST CENTER	EFFECTIVE
Haynes, Caleshia C	Gibbs High	04/07/16
Holder, Kelly M	Northeast High	04/11/16
Keene, Cynthia R	Blanton Elementary	04/18/16
McCracken, Sharon M	Communication Disorders	04/11/16
Membel, Elisabeth J	Tyrone Middle	04/20/16

RETURN FROM LEAVE OF ABSENCE

NAME	COST CENTER	GRADE/SUBJECT	EFFECTIVE
Byrne, Amanda L	James B Sanderlin PK-8	Kindergarten	04/25/16
Hayes, Brittany A	Mount Vernon Elementary	Elementary	04/26/16
Moravick, Margo N	Belleair Elementary	ESOL	05/09/16
Nable, Beth R	Garrison-Jones Elementary	Pre-K Varying Exceptionalities	04/26/16
Peters, Nancy D	Bayside High	Alternative Education	04/18/16

TERMINATIONS

NAME	COST CENTER	EFFECTIVE
<u>Resignations</u>		
Anderson-Ference, Jamie R	Carwise Middle	06/08/16
Argenziano, Edward D	Clearwater High	06/30/16
Barbarette, Troy J	Dixie Hollins High	04/08/16

Attachment: Jun 14 2016 FINAL HR Board Agenda Sets A-D (5799 : Request Approval of Personnel Recommendations)

Recommendation of Superintendent on Instructional Personnel
 June 14, 2016
 2015/2016 School Year

3

TERMINATIONS
 (Continued)

NAME	COST CENTER	EFFECTIVE
<u>Resignations</u>		
(Continued)		
Bell, Donna R	Leila Davis Elementary	06/16/16
Black, Erica A	Maximo Elementary	05/06/16
Depasquale, Amanda E	Skyview Elementary	06/08/16
DePierri, Rachel S	Ridgecrest Elementary	06/09/16
Dietz, Howard	St Petersburg High	04/22/16
Farris, Megan E	Calvin Hunsinger	06/09/16
Gaige, Anne Marie C	Garrison-Jones Elementary	06/08/16
Glessner, Timothy M	John Hopkins Middle	06/08/16
Gregory, Antonina	FDLRS Gulfcoast Association Center	06/15/16
Harrison, Hannah E	East Lake High	06/08/16
Hummer, Angel N	Madeira Beach Fundamental K-8	06/07/16
Joerres, Adam J	Lakewood High	04/29/16
Kopke, William A	OT-PT/Medicaid	06/08/16
Martinez, Maria G	Largo Middle	05/06/16
McHale, Faith K	Seminole High	06/10/16
Moore, Joshua L	Bay Point Middle	06/09/16

Attachment: Jun 14 2016 FINAL HR Board Agenda Sets A-D (5799 : Request Approval of Personnel Recommendations)

Recommendation of Superintendent on Instructional Personnel
 June 14, 2016
 2015/2016 School Year

4

TERMINATIONS
 (Continued)

NAME	COST CENTER	EFFECTIVE
<u>Resignations</u>		
(Continued)		
Morgan, Phillip J	Lakewood High	05/30/16
Morse, Brooke E	Bardmoor Elementary	06/08/16
Moss, Karen S	Sunset Hills Elementary	04/18/16
Patterson, Joycee D	St Petersburg High	06/13/16
Pinckney, Toshiko K	Pinellas Technical College St Petersburg	05/13/16
Popoviq, Vera	McMullen-Booth Elementary	05/06/16
Quartetti, Mary A	St Petersburg High	05/02/16
Simpkins, Kawana V	Bay Point Elementary	06/07/16
Snell, Jessica M	Bay Point Middle	06/08/16
Snyder, Melissa S	Ozona Elementary	06/30/16
Thomas Jr, Ronald C	Osceola Fundamental High	06/30/16
Wagner, Robert M	6-8 Mathematics	06/08/16
Weaver, Sandra C	Elementary Language Arts and Reading	04/28/16
Yiallourous, Eleonora	East Lake High	02/26/16

Attachment: Jun 14 2016 FINAL HR Board Agenda Sets A-D (5799 : Request Approval of Personnel Recommendations)

Recommendation of Superintendent on Instructional Personnel
 June 14, 2016
 2015/2016 School Year

5

TERMINATIONS
 (Continued)

NAME	COST CENTER	EFFECTIVE
<u>Retirements</u>		
Arnold, Corrine G	Clearwater Adult Education Center	05/16/16
Bitzer, Barbara A	Lynch Elementary	06/08/16
Boone, Cassandra M	Palm Harbor Middle	06/08/16
Boucher, Rena A	Cypress Woods Elementary	06/08/16
Bradley, Elijah	Countryside High	06/23/16
Bryant, Margaret P	Sanders Exceptional	06/08/16
Byrd Carol L	Palm Harbor Middle	06/08/16
Carter, William L	Plumb Elementary	05/31/16
Chase, Emily M	Safety Harbor Elementary	06/30/16
Clock, Dorothy A	Sawgrass Lake Elementary	06/08/16
Cox, Linda R	Cross Bayou Elementary	06/08/16
Dannewitz, Brenda M	Osceola Middle	06/09/16
Dapont, Anne L	Sutherland Elementary	06/08/16
Desforges, Judith	OT-PT/Medicaid	05/20/16
Deweese, Nila R	Skyview Elementary	06/30/16
Diamond, Mary L	Gibbs High	06/08/16

Attachment: Jun 14 2016 FINAL HR Board Agenda Sets A-D (5799 : Request Approval of Personnel Recommendations)

Recommendation of Superintendent on Instructional Personnel
 June 14, 2016
 2015/2016 School Year

6

TERMINATIONS
 (Continued)

NAME	COST CENTER	EFFECTIVE
<u>Retirements</u>		
(Continued)		
Drapo, Deborah A	St Petersburg High	06/08/16
Dull, Robert W	Palm Harbor University High	06/30/16
Dunkle, Margaret H	Pinellas Central Elementary	06/08/16
Eberts, John J	Dunedin High	06/29/16
Esbri, Mildred J	Tarpon Springs High	06/30/16
Footman, Mary A	Pinellas Secondary School	05/31/16
Foster, Kathleen D	Communication Disorders	06/08/16
Garbutt, George J	Lakewood High	06/08/16
Gibbons-Woods, Shirley A	James B Sanderlin PK-8	06/08/16
Gibbs, Judith C	Disston Academy	05/31/16
Gill, James B	Career Academies of Seminole	06/30/16
Goodwin, Margaret L	Westgate Elementary	06/08/16
Grigg, Janice E	Lealman Avenue Elementary	06/08/16
Haessner Cochran, Ursula J	Tarpon Springs Middle	06/08/16
Hannon, Sara E	Northeast High	06/08/16

Attachment: Jun 14 2016 FINAL HR Board Agenda Sets A-D (5799 : Request Approval of Personnel Recommendations)

Recommendation of Superintendent on Instructional Personnel
 June 14, 2016
 2015/2016 School Year

7

TERMINATIONS
 (Continued)

NAME	COST CENTER	EFFECTIVE
<u>Retirements</u>		
(Continued)		
Hanson, Patricia A	Azalea Elementary	06/08/16
Hara, Karen W	Meadowlawn Middle	06/08/16
Hayes, Eloise A	Communication Disorders	06/08/16
Hefty, Joyce M	Sawgrass Lake Elementary	06/08/16
Henry, Deborah Y	Bay Vista Fundamental Elementary	06/08/16
Housel, Marsha EW	Lakewood Elementary	06/08/16
Hunt, Marcie A	St Petersburg High	06/14/16
Irby, Lucinda A	Oldsmar Elementary	06/08/16
Jamison, Cheryl D	Psychological Services	06/30/16
Jaspers, Helena N	Bauder Elementary	06/08/16
Kolhoff, Malla S	Palm Harbor University High	06/30/16
Latherow, Richard L	Tarpon Springs High	05/31/16
Lawson, Linda J	Countryside High	06/01/16
Leroy, Raymond H	Palm Harbor Middle	06/08/16
Lersch, John D	Pasadena Fundamental Elementary	06/08/16

Attachment: Jun 14 2016 FINAL HR Board Agenda Sets A-D (5799 : Request Approval of Personnel Recommendations)

Recommendation of Superintendent on Instructional Personnel
 June 14, 2016
 2015/2016 School Year

8

TERMINATIONS
 (Continued)

NAME	COST CENTER	EFFECTIVE
<u>Retirements</u>		
(Continued)		
Llewellyn, Pamela E	Sexton Elementary	05/31/16
Lopez, Kimberly O	Melrose Elementary	06/08/16
MacKenzie, Marcia L	Pre K Handicapped	06/08/16
Marston, Nancy G	Cypress Woods Elementary	04/15/16
Martin, Timothy A	Madeira Beach Fundamental K-8	06/08/16
McAllister, Maizie	Palm Harbor Middle	06/08/16
McCarthy, Thomas R	Seminole High	06/30/16
Millichamp, Nancy L	Madeira Beach Fundamental K-8	06/08/16
Nipper, Sandra O	Oak Grove Middle	06/30/16
Perkins, Grace C	Belcher Elementary	06/08/16
Richards, Marilyn A	Hospital Homebound	05/31/16
Rouisse, Linda L	New Heights Elementary	05/31/16
Royak, Elizabeth R	Northeast High	06/08/16
Scurr, Deborah D	Communication Disorders	05/31/16
Shear, Kim R	Eisenhower Elementary	06/08/16

Attachment: Jun 14 2016 FINAL HR Board Agenda Sets A-D (5799 : Request Approval of Personnel Recommendations)

Recommendation of Superintendent on Instructional Personnel
 June 14, 2016
 2015/2016 School Year

9

TERMINATIONS
 (Continued)

NAME	COST CENTER	EFFECTIVE
<u>Retirements</u>		
(Continued)		
Sherry, Laura A	East Lake High	06/08/16
Shetler, Denise	Maximo Elementary	06/08/16
Sloan, Beth P	Disston Academy	06/08/16
Starnes, Dawn H	Gulfport Elementary	06/08/16
Stebbins, Mishelle R	Seminole Elementary	06/30/16
Strickland, Judith C	Clearwater Fundamental Middle	06/08/16
Sullivan, Susan M	School Social Work/Full Service Schools	05/31/16
Sutter, Jocilyn T	Area 2 Office	06/08/16
Tamburrino, Barbara B	Palm Harbor Middle	06/08/16
Torres, Catherine M	Mildred Helms Elementary	06/08/16
Toye, Nancy J	Lake St George Elementary	06/08/16
Tremblay, Katharine G	Shore Acres Elementary	06/08/16
Trusler, Patricia F	Melrose Elementary	06/08/16
Waters, Donna M	Private School Exceptional Student Education	06/30/16
Waymon, Renee D	Boca Ciega High	06/08/16

Attachment: Jun 14 2016 FINAL HR Board Agenda Sets A-D (5799 : Request Approval of Personnel Recommendations)

PAYMENT TO CONTRACTED SERVICES EMPLOYEES

Funding Source: District Operating Funds

CAREER, TECHNICAL, AND ADULT EDUCATION

Administer industry certification exams in high school testing centers

Amend contract hours from 100 to 250 and total salary from \$2,000.00 to \$5,000.00

Browder, Joan E	10/12/15 - 06/30/16	\$5,000.00
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Amend contract hours from 83 to 153 and total salary from \$1,660.00 to \$3,060.00

Miles, Susan S	10/12/15 - 06/30/16	\$3,060.00
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ELEMENTARY LANGUAGE ARTS AND READING

Parent workshop

Andrews, Jill D	05/11/16 - 06/30/16	\$200.00
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Rose, Christine K	05/11/16 - 06/30/16	\$200.00
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Revising Grade 2 module

Amend ending date from 05/27/16 to 06/30/16, contract hours from 30 to 50, and total salary from \$600.00 to \$1,000.00

Jetton, Vicki L	10/15/15 - 06/30/16	\$1,000.00
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Revising Grade 4 module

Amend ending date from 05/27/16 to 06/30/16, contract hours from 10 to 40, and total salary from \$200.00 to \$800.00

Allen, Kari A	12/18/15 - 06/30/16	\$800.00
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Bullock, Jessica M	12/18/15 - 06/30/16	\$800.00
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Dewese, Maria L	12/18/15 - 06/30/16	\$800.00
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Kunish, Jennifer N	12/18/15 - 06/30/16	\$800.00
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Slone, Cassandra L	12/18/15 - 06/30/16	\$800.00
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PAYMENT TO CONTRACTED SERVICES EMPLOYEES

(Continued)

Funding Source: District Operating Funds (continued)

ELEMENTARY LANGUAGE ARTS AND READING (continue)

Module training, various professional development, and writing curriculum/modules

Amend ending date from 05/27/16 to 06/30/16, contract hours from 50 to 70, and total salary from \$1,000.00 to \$1,400.00

Dierking, Connie S	10/01/15 - 06/30/16	\$1,400.00
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Writing curriculum modules for professional development

Amend ending date from 05/27/16 to 06/30/16, contract hours from 30 to 50, and total salary from \$600.00 to \$1,000.00

Logan, Donna L	02/01/16 - 06/30/16	\$1,000.00
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Module training, professional development, and writing curriculum/modules

Amend ending date from 05/30/16 to 06/30/16, contract hours from 30 to 40, and total salary from \$600.00 to \$800.00

Panapolis, Meegan T	02/19/16 - 06/30/16	\$800.00
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Module training, various professional development, and writing curriculum/modules

Ristoff, Darla S	05/01/16 - 06/30/16	\$600.00
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ELEMENTARY SCIENCE

Developing, planning, and facilitating professional development for elementary science

Nash, Rebecca L	05/01/16 - 06/30/16	\$1,560.00
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PRE K-12 HEALTH EDUCATION

Summer curriculum writing - Health Education

Gallace, MacKenzie	06/13/16 - 06/30/16	\$960.00
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Hunter, Mitchell	06/13/16 - 06/30/16	\$960.00
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Silvia-Pabalan, Robin M	06/13/16 - 06/30/16	\$960.00
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Tyson, Shannan N	06/13/16 - 06/30/16	\$960.00
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PAYMENT TO CONTRACTED SERVICES EMPLOYEES

(Continued)

Funding Source: District Operating Funds (continued)

PRE K-12 PERFORMING ARTS

Preparing, rehearsing, and presenting county jazz honor band

Dykes, James	04/27/16 - 04/30/16	\$400.00
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Mentoring and coaching a new high school drama teacher

Webster, Carla E	04/20/16 - 05/20/16	\$860.00
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PRE K-12 SOCIAL STUDIES

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

Isaac, Alicia	02/01/16 - 06/30/16	\$120.00
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Preparing and writing multicultural curriculum

Wilkins, Andrea E	04/01/16 - 06/30/16	\$200.00
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PRE K-12 VISUAL ARTS

Installing new administration building art show

Akers, Lisa M	05/02/16 - 05/24/16	\$240.00
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Balsamo, Renate A	05/02/16 - 05/24/16	\$240.00
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Barner, Maggie A	05/02/16 - 05/24/16	\$240.00
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Burkey, Clayton W	05/02/16 - 05/24/16	\$240.00
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Coen, Meridith A	05/02/16 - 05/24/16	\$240.00
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Couch, Libby G	05/02/16 - 05/24/16	\$240.00
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Desouza Garabeli, Maria R	05/02/16 - 05/24/16	\$240.00
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Fisher, Dawn M	05/02/16 - 05/24/16	\$240.00
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Gates, Brianne L	05/02/16 - 05/24/16	\$240.00
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Irmis, Catherine L	05/02/16 - 05/24/16	\$240.00
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Jones, Gary T	05/02/16 - 05/24/16	\$240.00
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Keyes, Natalie A	05/02/16 - 05/24/16	\$240.00
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Lang, Taylor C	05/02/16 - 05/24/16	\$240.00
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Marquis, Kerry H	05/02/16 - 05/24/16	\$240.00
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Marraffino, Sarah A	05/02/16 - 05/24/16	\$240.00
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PAYMENT TO CONTRACTED SERVICES EMPLOYEES

(Continued)

Funding Source: District Operating Funds (continued)

PRE K-12 VISUAL ARTS (continued)

Installing new administration building art show

Pry, Amber J	05/16/16 - 05/24/16	\$240.00
Regan, Lauren M	05/02/16 - 05/24/16	\$240.00
Strawn, Eleni G	05/02/16 - 05/24/16	\$240.00
Sullivan, Erin J	05/02/16 - 05/24/16	\$240.00
Walker, Cynthia S	05/16/16 - 05/24/16	\$240.00
Woestmann, Molly E	05/02/16 - 05/24/16	\$240.00

PRE K-12 WORLD LANGUAGES

Creating, editing, and recording texts related to district common assessments, curriculum guides, and thematic units

Aggor, Koffi P	06/13/16 - 06/30/16	\$960.00
Baker, Justin D	05/12/16 - 06/30/16	\$960.00
Campos, Julia E	06/13/16 - 06/30/16	\$960.00
Docobo, Vivian A	06/13/16 - 06/30/16	\$960.00
Vanneste, Laurent G	06/13/16 - 06/30/16	\$960.00

PROFESSIONAL DEVELOPMENT

Administrative Resident will perform duties for Summer Bridge

Graham, Vickie J	06/16/16 - 06/30/16	\$2,108.25
Nellenbach, Renee D	06/16/16 - 06/30/16	\$2,108.25
Williams-Macon, Brandie F	06/16/16 - 06/28/16	\$1,874.00

STUDENT SERVICES

Conducting training for Youth Mental Health First Aid trainings

Brown, Shinique L	10/13/16 - 06/30/16	\$1,000.00
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PAYMENT TO CONTRACTED SERVICES EMPLOYEES

(Continued)

Funding Source: Federal Funds

6-8 MATH

Creating and facilitating teacher trainings for middle school
 Intensive Mathematics

Haugabrook, Kevin L	05/31/16 - 06/30/16	\$960.00
Roberts, Kathia K	05/31/16 - 06/30/16	\$960.00

Trainings for algebra and honors geometry

Wilson, James L	05/31/16 - 06/30/16	\$960.00
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ESOL

Facilitating testing of non-english-speaking students with
 language assessments scales

Amended contract hours from 750 to 850
 and total salary from \$9,750.00 to \$11,050.00

Pace-Sherma, Robyn A	08/08/15 - 06/07/16	\$11,050.00
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FRONTIER ELEMENTARY

Curriculum writing aligned to the SIP

Angles, Tina M	06/10/16 - 06/30/16	\$200.00
Cartwright, Michaela M	06/10/16 - 06/30/16	\$120.00
Harokopos, Dorothea	06/10/16 - 06/30/16	\$120.00
Hartnett, Brianne R	06/10/16 - 06/30/16	\$480.00
Hudson, Dolores H	06/10/16 - 06/30/16	\$720.00
Karimi, Susan L	06/10/16 - 06/30/16	\$720.00
Murphy, Elizabeth M	06/10/16 - 06/30/16	\$280.00
Shaw, Susan C	06/10/16 - 06/30/16	\$120.00
Shotwell, Jacquelyn B	06/10/16 - 06/30/16	\$320.00
Shuman, Jennifer J	06/10/16 - 06/30/16	\$240.00
Steele, Denise L	06/10/16 - 06/30/16	\$560.00
Sutter, Starr	06/10/16 - 06/30/16	\$120.00
Talner, Kelli L	06/10/16 - 06/30/16	\$720.00

PAYMENT TO CONTRACTED SERVICES EMPLOYEES

(Continued)

Funding Source: Federal Funds (continued)

LEALMAN INNOVATION ACADEMY

Writing SIP; data review and disaggregation; identifying and planning strategies and processes to increase learner achievement

Byrne, Michelle R	04/26/16 - 06/30/16	\$840.00
Caterson, Marianne	04/26/16 - 06/30/16	\$840.00
Darby, Kelsey B	04/26/16 - 06/30/16	\$840.00
Donovan, Scott A	05/12/16 - 06/30/16	\$840.00
Goolsby, Eula P	04/26/16 - 06/30/16	\$840.00
Hedeen, Wendy W	05/12/16 - 06/30/16	\$840.00
Hunter, Laura J	04/26/16 - 06/30/16	\$840.00
Kawaja, Aaron G	04/26/16 - 06/30/16	\$400.00
Kelly, Tondra	04/26/16 - 06/30/16	\$840.00
Livergood, Jennifer L	04/26/16 - 06/30/16	\$400.00
Mckee, Stephanie A	04/26/16 - 06/30/16	\$400.00
Rohrig, April J	04/26/16 - 06/30/16	\$1,140.00
Samuels, Nicholas X	04/26/16 - 06/30/16	\$450.00
Smith, Belinda A	04/26/16 - 06/30/16	\$840.00

MILDRED HELMS ELEMENTARY

Quarterly IB meeting to create training for staff facilitation of professional development; curriculum writing and development

Dennison, Kimberly M	06/09/16 - 06/30/16	\$400.00
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NORTHWEST ELEMENTARY

Facilitating Connect-For-Success training sessions

Link, Alison R	05/09/16 - 06/08/16	\$600.00
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OAK GROVE MIDDLE

Planning for effective instruction

Kistner, Deana T	03/31/16 - 06/02/16	\$200.00
Repking, John P	03/31/16 - 06/02/16	\$200.00
Stroud, Eric D	03/31/16 - 06/02/16	\$200.00
Talner, Karol L	03/31/16 - 06/02/16	\$200.00

PAYMENT TO CONTRACTED SERVICES EMPLOYEES

(Continued)

Funding Source: Federal Funds (continued)

PINELLAS PARK ELEMENTARY

Curriculum writing aligned to the SIP

Carter, Melissa M	06/20/16 - 06/30/16	\$280.00
Ekstrom, Christine L	06/10/16 - 06/30/16	\$400.00
Hudson, Dolores H	06/10/16 - 06/30/16	\$760.00
Lindahl, Cameron M	06/10/16 - 06/30/16	\$400.00
Shollenberger, Kathleen L	06/10/16 - 06/30/16	\$400.00
Young, Christine M	06/20/16 - 06/30/16	\$280.00

PONCE DE LEON ELEMENTARY

Analyzing end of year data and survey results; planning
 for and creating training timelines and content

Coleman, Dawn M	06/09/16 - 06/15/16	\$360.00
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PRE K-12 HEALTH EDUCATION

Writing curriculum

Ellis, Kelly	06/13/16 - 06/30/16	\$1,440.00
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Planning and supervising Intramurals

Prevost, Alicia	10/20/15 - 05/10/16	\$200.00
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Funding Source: School Operating Funds

BELLEAIR ELEMENTARY

Administrator will perform duties for Summer Bridge

Kelly, Renee N	06/20/16 - 06/27/16	\$1,171.25
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BOCA CIEGA HIGH

Assisting in rehearsal and performance for spring musical

Brechue, Paul T	05/02/16 - 05/07/16	\$260.00
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PAYMENT TO CONTRACTED SERVICES EMPLOYEES

(Continued)

Funding Source: School Operating Funds (continued)

BOCA CIEGA HIGH (continued)

Assisting in rehearsal and performance for
 Spring musical

Smith, Ronald C	05/02/16 - 05/07/16	\$110.00
Yeazell, Daniel A	05/02/16 - 05/07/16	\$110.00

DIXIE HOLLINS HIGH

Performing duties for high school spring musical production

Benoit, Christopher L	05/16/16 - 05/21/16	\$325.00
Benoit, Robin B	05/16/16 - 05/21/16	\$325.00
Chambers, Rebekah M	05/16/16 - 05/21/16	\$325.00
Dykes, James	05/16/16 - 05/21/16	\$325.00
Fuoco, Anthony	05/16/16 - 05/21/16	\$400.00
Hinzman, Dustin C	05/16/16 - 05/21/16	\$325.00
Mills, Jeffrey R	05/16/16 - 05/21/16	\$325.00
Savia, Jillian	05/16/16 - 05/21/16	\$325.00
Urban, Gregory	05/16/16 - 05/21/16	\$325.00
Werly, Keely L	05/16/16 - 05/21/16	\$325.00
Zeoli, Teresa E	05/16/16 - 05/21/16	\$325.00

DUNEDIN HIGH

Accompanying the choirs for rehearsals and the Spring
 concert

Blais, Jennifer L	05/18/16 - 05/19/16	\$210.00
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EAST LAKE HIGH

Administrator will perform duties for Summer Bridge

Latimore, Dwight S	06/28/16 - 06/30/16	\$702.75
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LAKWOOD HIGH

Providing instrumental accompaniment for school concerts

Chambers, Rebekah M	05/16/16 - 05/20/16	\$300.00
Shull, Jay W	05/16/16 - 05/20/16	\$300.00

Recommendation of Superintendent on Instructional Personnel
 June 14, 2016
 2015/2016 School Year

18

PAYMENT TO CONTRACTED SERVICES EMPLOYEES

(Continued)

Funding Source: School Operating Funds (continued)

MILDRED HELMS ELEMENTARY

Administrator coordinating IB curriculum, training
 development, and SIP

DeOliveira, Mary E	06/20/16 - 06/27/16	\$1,171.25
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NORTHEAST HIGH

Providing, instructing, and advising conditioning athletic
 work-out plans

Berrill, James P	05/30/16 - 06/10/16	\$400.00
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ORANGE GROVE ELEMENTARY

Designing and developing activities related to diversity as
 stated in SIP

Grimshaw, Kimberly S	05/02/16 - 05/08/16	\$100.00
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Jurkovic, Rachel A	05/02/16 - 05/08/16	\$100.00
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OSCEOLA FUNDAMENTAL HIGH

Performing duties for high school spring musical rehearsals

Campbell, John P	04/20/16 - 04/23/16	\$468.00
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Accompanying the choirs for rehearsals and the Spring
 concert

Havard, Justin R	05/19/16 - 05/19/16	\$300.00
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Performing duties for high school spring musical rehearsals

Hinzman, Dustin C	04/20/16 - 04/23/16	\$468.00
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Rehearsing and piano accompaniment for the State Choral
 Music Performance assessment

Huffman, Thomas David	05/05/16 - 05/06/16	\$350.00
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Rehearsing, performing and conducting duties for Spring
 musical

Stefanic, Nicholas M	04/20/16 - 04/23/16	\$585.00
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Attachment: Jun 14 2016 FINAL HR Board Agenda Sets A-D (5799 : Request Approval of Personnel Recommendations)

PAYMENT TO CONTRACTED SERVICES EMPLOYEES

(Continued)

Funding Source: School Operating Funds (continued)

OSCEOLA FUNDAMENTAL HIGH (continued)

Accompaniment for three choirs on music during rehearsals

Touchette, Chantal M	05/23/16 - 05/27/16	\$300.00
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PALM HARBOR UNIVERSITY HIGH

Program planning and training 'Peer Connectors' for 2016/17 new student orientation

Elliott, Stacy M	06/09/16 - 06/30/16	\$300.00
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PINELLAS PARK HIGH

Administrator writing Master Schedule work encompassing EOC scores, reading placements, FSA results and final grades

Leitold, Kim C	06/27/16 - 06/30/16	\$937.00
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PONCE DE LEON ELEMENTARY

Analyzing end-of-year data and survey results; planning for and creating training timelines and content

Bostick, Sadra M	06/09/16 - 06/15/16	\$360.00
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SEMINOLE HIGH

Assisting baseball players for training, strength, and conditioning

Johnson, Jeff	05/09/16 - 05/26/16	\$1,200.00
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Planning, implementing, and assisting baseball operations

Schellhause, Jeffrey R	05/09/16 - 05/26/16	\$1,200.00
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SUNSET HILLS ELEMENTARY

Master schedule and preschool planning

Brewster, Julie A	06/20/16 - 06/21/16	\$468.50
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Recommendation of Superintendent on Instructional Personnel
 June 14, 2016
 2015/2016 School Year

20

PAYMENT TO CONTRACTED SERVICES EMPLOYEES

(Continued)

Funding Source: School Operating Funds (continued)

TARPON SPRINGS HIGH

Choreography for musical

Kline, Kendall L	04/01/16 - 05/04/16	\$500.00
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THURGOOD MARSHALL FUND MIDDLE

Preplanning set-up and Master Scheduling

Forbes, Nathan T	06/24/16 - 06/24/16	\$234.25
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SUBSTITUTE APPOINTMENTS

NAME	NAME
Charles, Diane S	Griffin, Anita F
Kelly, Alexis K	Levy, Marisa C
Lewis, Stefani T	Przybylski, Magen M
Schultz, Taylor G	

CO-TEACHERS OUT-OF-FIELD

The following co-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
Largo High	Mattioli, Gina M	Language Arts/Reading
Pinellas Park Elementary	Edwards, Princess S	Elementary Education

Attachment: Jun 14 2016 FINAL HR Board Agenda Sets A-D (5799 : Request Approval of Personnel Recommendations)

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 Elementary	Ruso, Marcella M	Pre-Kindergarten
Azalea Middle	Plank, Amber L	Language Arts
Bay Point Middle	DaSilva E Oliveira, Jose F	Mathematics
Bay Vista Elementary	Reese, Candace E	Elementary Education
Belleair Elementary	Kelly, Alexis H	Elementary Education
Cypress Woods Elementary	Bedi, Gunjandeep K	Elementary Education
Lakewood High	Lam, Hong Cam T	Mathematics
Largo High	Landers, Carmen L	Science and Mathematics
Mt Vernon Elementary	Sprague, Susan K	Pre-Kindergarten
Osceola Middle	Bollenback, Bonnie B	Language Arts/Reading
Palm Harbor Middle	Kurtovic, Edina	Mathematics
Pinellas Central Elementary	Hinsch, Ariel L	Elementary Education
Pinellas Gulf Coast Academy	Zambrano, Kathleen T	Reading
Pinellas Park Middle	Kyle, Lynda J	Business Education
Ponce de Leon Elementary	Panagotopoulos, Marie A	Elementary Education

Recommendation of Superintendent on Instructional Personnel
 June 14, 2016
 2015/2016 School Year

22

LONG-TERM SUBSTITUTES OUT-OF-FIELD
 (Continued)

COST CENTER	NAME	SUBJECT
Safety Harbor Elementary	Miller, Colleen	Autism Spectrum Disorder
Safety Harbor Middle	Song, Sue G	Middle Grades Mathematics
Seminole Middle	Li, Judith A	Mathematics
Shore Acres Elementary	Schultz, Taylor G	Kindergarten
St Petersburg High	Swanson, Amy L	Social Science
Tarpon Springs Middle	Adue, Veronica M	Library Media/Technology Specialist

Attachment: Jun 14 2016 FINAL HR Board Agenda Sets A-D (5799 : Request Approval of Personnel Recommendations)

Recommendation of Superintendent on Instructional Personnel
 June 14, 2016
 2015/2016 School Year

23

ADJUSTMENTS

NAME	COST CENTER	ADJUSTMENT
Clifton, Brady	New Heights Elementary	Adjustment to the February 9, 2016, Board Agenda, Set A: Long-Term Substitutes Out-Of-Field; Change from Sheardown, Amy L to Clifton, Brady.
Crane, Joan	Lakeview Fundamental Elementary	Adjustment to the December 8, 2015, Board Agenda, Set A: Long-Term Substitutes Out-Of-Field; Change from Sprague, Jeffery B to Crane, Joan.
Landers, Carmen L	Highland Lakes Elementary	Adjustment to the October 13, 2015, Board Agenda, Set A: Co-Teachers Out-Of-Field; Change from Middle Grades English to Elementary Education.
Russell, Hilary	Fitzgerald Middle	Adjustment to the February 23, 2016, Board Agenda, Set A: Long-Term Substitutes Out-Of-Field; Change from Morton, Monique to Russell, Hilary.

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

Attachment: Jun 14 2016 FINAL HR Board Agenda Sets A-D (5799 : Request Approval of Personnel Recommendations)

June 14, 2016

MEMORANDUM

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Recommendation of Superintendent on Personnel – 2016/2017

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

Pages

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

Educational Support

Appointment of Non-Bargaining – Professional / Technical / Supervisory / Employees for 2016-2017

2 1

Appointment of Non-Bargaining – Non-Represented / Confidential / Management Employees for 2016-2017

121 1-6

Attachment: Jun 14 2016 FINAL HR Board Agenda Sets A-D (5799 : Request Approval of Personnel Recommendations)

RECOMMENDATION OF SUPERINTENDENT FOR
APPOINTMENT OF NON-BARGAINING UNIT EMPLOYEES
2016/2017 SCHOOL YEAR

June 14, 2016

The Superintendent recommends the appointment of the following non-bargaining unit employees to serve under written contract for 2016/2017. These employees fall within the category of educational support employees, who are subject to annual appointment. See Sections 1012.01(6) and 1012.40 F.S.

PROFESSIONAL / TECHNICAL / SUPERVISORY

<u>NAME</u>	<u>POSITION</u>
LONG, BRIAN A	ELECTRICAL ENGINEER
LOWE, BRIAN K	SPECIALIST, VEHICLE MAINTENANCE

NON-REPRESENTED / CONFIDENTIAL / MANAGEMENT

<u>NAME</u>	<u>POSITION</u>
AGOSTINE, ANTHONY S	FOOD SERVICE MANAGER III
ALBEE, TERESA M	FOOD SERVICE MANAGER IV
ALTER, DEBORAH S	FOOD SERVICE MANAGER II
AMEDURE, TERESA A	FOOD SERVICE MANAGER II
AYOTTE, TAMMY K	FOOD SERVICE MANAGER III
BARRINGER, SANDRA K	SECRETARY III INTERN
BAUDER, NANCY J	FOOD SERVICE MANAGER I
BECK, BRITTANY N	FOOD SERVICE MANAGER INTERN
BERTUCELLI, SHERRY J	FOOD SERVICE MANAGER II
BEVILACQUA, JILL A	FOOD SERVICE MANAGER IV
BORSARI, SUSANNE H	FOOD SERVICE MANAGER I
BRADFORD, KATIE L	FOOD SERVICE MANAGER IV
BRANDENBURG, JANE M	FOOD SERVICE MANAGER INTERN

Recommendation of Superintendent for Appointment of Non-Bargaining Unit Employees 2
 June 14, 2016
 2016/2017 School Year

NON-REPRESENTED / CONFIDENTIAL / MANAGEMENT

(Continued)

<u>NAME</u>	<u>POSITION</u>
BUKOVEY, KATHLEEN A	FOOD SERVICE MANAGER II
CHAMPION, DONNA S	FOOD SERVICE MANAGER II
CHIAPPERINI, ROXANNE	FOOD SERVICE MANAGER II
CREWS, DONNA J	FOOD SERVICE MANAGER IV
CUGINI, ROISIN M	FOOD SERVICE MANAGER II
DENTON, JOHN H	FOOD SERVICE MANAGER II
DEPIES, THERESA M	BACKGROUND TECH SPECIALIST
DEW, TERESA O	FOOD SERVICE MANAGER IV
DIETRICH, BILLI J	FOOD SERVICE MANAGER III
DIXON, REGINA M	FOOD SERVICE MANAGER IV
DOMINO, APRILLEE M	FOOD SERVICE MANAGER IV
DOUGHERTY, PATRICIA E	FOOD SERVICE MANAGER III
DUDLEY, ROLANDA A	CENTRAL PRINTING SVCS FRMN
DUNN, DONNA M	FOOD SERVICE MANAGER II
EASTLING, FRANJA M	FOOD SERVICE MANAGER II
ECCLES, DEBORAH J	FOOD SERVICE MANAGER IV
FENNELL, TINA M	FOOD SERVICE MANAGER II
FERGUSON, SUBRENIA D	SECRETARY/BOOKKEEPER
FIRST, DAVID L	FOOD SERVICE MANAGER I
FITZPATRICK, TIMOTHY J	FOOD SERVICE MANAGER II
FIX, REBECCA L	FOOD SERVICE MANAGER II
FOLTS, LINDA R	FOOD SERVICE MANAGER II
FOLTZ, DEBRA D	FOOD SERVICE MANAGER I
FRABOTTA, REGINA A	FOOD SERVICE MANAGER III
GERARD, DENISE M	FOOD SERVICE MANAGER II
GLENN, MYRA A	FOOD SERVICE MANAGER IV

NON-REPRESENTED / CONFIDENTIAL / MANAGEMENT

(Continued)

<u>NAME</u>	<u>POSITION</u>
GOSS, JANICE S	FOOD SERVICE MANAGER I
GRAETZ, ROBERT E	FOOD SERVICE MANAGER IV
GRIFFIN, KIMBERLY L	FOOD SERVICE MANAGER II
GRIMES, DEBRA E	FOOD SERVICE MANAGER IV
HAGGERTY, MARY T	FOOD SERVICE MANAGER II
HAJDICH, CRAIG E	FOOD SERVICE MANAGER III
HALDOUPIS, VAKINA E	FOOD SERVICE MANAGER II
HARRIS, MARGARET A	FOOD SERVICE MANAGER IV
HARRIS, MELISSA L	FOOD SERVICE MANAGER II
HARRISON, ROCHELLE L	FOOD SERVICE MANAGER II
HEET, ANGELA D	FOOD SERVICE MANAGER I
HEET, RODNEY J	FOOD SERVICE MANAGER III
HERNANDEZ, AURELIA A	FOOD SERVICE MANAGER II
HOUK, MARY J	FOOD SERVICE MANAGER IV
HUETTIG, ALLYSON M	FOOD SERVICE MANAGER III
HUYGHUES-DESPOINTES, NATACHA M	FOOD SERVICE MANAGER III
HYLTON, SHERRI F.K.	FOOD SERVICE MANAGER III
IMPEMBA, GABRIEL	FOOD SERVICE MANAGER II
JAMES, SHANE R	FOOD SERVICE MANAGER I
JUNE, SUSAN M	FOOD SERVICE MANAGER IV
KALACH, JULIE A	FOOD SERVICE MANAGER IV
KILGORE, TERESA L	FOOD SERVICE MANAGER IV
KIM, CRISANTA	FOOD SERVICE MANAGER I
KRONENWETTER, PEGGY J	FOOD SERVICE MANAGER III

Recommendation of Superintendent for Appointment of Non-Bargaining Unit Employees 4
 June 14, 2016
 2016/2017 School Year

NON-REPRESENTED / CONFIDENTIAL / MANAGEMENT

(Continued)

<u>NAME</u>	<u>POSITION</u>
LANG, DRU E	FOOD SERVICE MANAGER IV
LEACH AVILA, MELODY	FOOD SERVICE MANAGER I
LEE, RUTH E	FOOD SERVICE MANAGER INTERN
LEUSCHEL, PHILIP S	FOOD SERVICE MANAGER INTERN
LONG, BARBARA A	FOOD SERVICE MANAGER III
LYTLE, SUSAN A	FOOD SERVICE MANAGER III
MACEDA, BARBARA J	FOOD SERVICE MANAGER INTERN
MARKOWSKI, ROBERT	FOOD SERVICE MANAGER IV
MATHEW, ABRAHAM	FOOD SERVICE MANAGER IV
MAZZARESE, RICHARD G	FOOD SERVICE MANAGER III
MCCRAY, BRENDA A	FOOD SERVICE MANAGER IV
MCELHANEY, LINDA N	FOOD SERVICE MANAGER IV
MELNICK, DAVID J	FOOD SERVICE MANAGER I
MENDEZ, AURA M	FOOD SERVICE MANAGER II
MIDGETT, DAVID B	FOOD SERVICE MANAGER II
MILLER, CLARENCE B	FOOD SERVICE MANAGER II
MIZE, BERNICE L	FOOD SERVICE MANAGER III
MUNGALL, THOMAS A	FOOD SERVICE MANAGER IV
NESPOLI, DOROTHY A	FOOD SERVICE MANAGER III
NEUMAN, LAURA A	FOOD SERVICE MANAGER I
NIEZELSKI, SALLY A	FOOD SERVICE MANAGER II
NILES, FRANCES A	FOOD SERVICE MANAGER III
NILES, JANE M	FOOD SERVICE MANAGER IV
OWENS, BEVERLY A	FOOD SERVICE MANAGER IV

Attachment: Jun 14 2016 FINAL HR Board Agenda Sets A-D (5799 : Request Approval of Personnel Recommendations)

Recommendation of Superintendent for Appointment of Non-Bargaining Unit Employees 5
 June 14, 2016
 2016/2017 School Year

NON-REPRESENTED / CONFIDENTIAL / MANAGEMENT

(Continued)

<u>NAME</u>	<u>POSITION</u>
PALMATIER, MARY A	FOOD SERVICE MANAGER IV
PASSERO, CYNTHIA A	FOOD SERVICE MANAGER II
PERSON, ROBIN D	FOOD SERVICE MANAGER III
PESCIO, SHANNON M	FOOD SERVICE MANAGER II
PETSCHKE, MICHELE N	FOOD SERVICE MANAGER II
PHILIE, BARBARA	FOOD SERVICE MANAGER II
PHILLIPS, TERESA C	FOOD SERVICE MANAGER II
PRESSLEY, ELIZABETH M	FOOD SERVICE MANAGER III
RAMIREZ, VICKI L	FOOD SERVICE MANAGER I
ROBINSON, SHARON	FOOD SERVICE MANAGER III
ROCCHIO, JAMES P	FOOD SERVICE MANAGER II
RODRIGUEZ GONZALEZ, LUZ M	FOOD SERVICE MANAGER II
RUFFRIDGE, MICHELE C	FOOD SERVICE MANAGER III
RUSSELL, LISA	FOOD SERVICE FIELD COORDINATOR
RUSSELL, TINA I	FOOD SERVICE MANAGER III
SANTOS, LAURIE E	FOOD SERVICE MANAGER IV
SAWYER, FRANKLIN H	FOOD SERVICE MANAGER II
SCHERMERHORN, SUSAN L	FOOD SERVICE MANAGER IV
SCHNEIDER, JAMES C	FOOD SERVICE MANAGER III
SHANE, MARILEE K	FOOD SERVICE MANAGER INTERN
SHRIVER, SUSAN H	FOOD SERVICE MANAGER III
SMALLEY, JESSICA L	FOOD SERVICE MANAGER III
SMITH, MARY H	FOOD SERVICE MANAGER III
SORRELL, CINDY K	FOOD SERVICE MANAGER IV
SWIFT, MARELLA M	FOOD SERVICE MANAGER IV

Recommendation of Superintendent for Appointment of Non-Bargaining Unit Employees 6
 June 14, 2016
 2016/2017 School Year

NON-REPRESENTED / CONFIDENTIAL / MANAGEMENT

(Continued)

<u>NAME</u>	<u>POSITION</u>
TAMMARO, CHRISTINA M	FOOD SERVICE MANAGER III
THEODORE, JOHN M	FOOD SERVICE MANAGER II
THOMAS, MENTHA B	FOOD SERVICE MANAGER II
TREMBLAY, KAREN J	FOOD SERVICE MANAGER IV
WASSEF, SOHAIR P	FOOD SERVICE MANAGER II
WELCH, CATHERINE V	FOOD SERVICE MANAGER IV
WHITEHEAD, SAMATHA A	FOOD SERVICE MANAGER IV
WILLIAMSON, TEENA R	FOOD SERVICE MANAGER II
WORKLEY, CAROL E	FOOD SERVICE MANAGER IV

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

MEMORANDUM

June 14, 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>

Supporting Services

Appointments	10	1
Part-Time Appointments	16	1-2
Substitute Appointments	6	3
Status Changes	10	3-4
Job Changes	16	4-5
Cost Center Changes	8	6
Leaves of Absence	4	6
Return from Leave of Absence	5	7
Terminations		
Job Abandonment	1	7
Resignations	36	7-9
Retirements	24	9-11

- 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: Jun 14 2016 FINAL HR Board Agenda Sets A-D (5799 : Request Approval of Personnel Recommendations)

RECOMMENDATION OF SUPERINTENDENT
ON SUPPORT PERSONNEL

June 14, 2016

2015/2016

APPOINTMENTS

NAME	COST CENTER	POSITION	EFFECTIVE
Bollman, Christopher D	Brooker Creek Elementary	Plant Operator	04/25/16
Dufina, Robert M	Boca Ciega High	ESE Associate	04/28/16
Duncan, Vincount R	Dunedin Highland Middle	Plant Operator	04/18/16
Gillett, James P	Sanders Exceptional	Plant Operator	05/09/16
Hall, Douglas W	Transportation	Bus Driver	04/25/16
McCullough, Devon M	Seminole Middle	Plant Operator	04/29/16
Musco, Marlene A	Communication Disorders	Interpreter Deaf/Hard of Hearing I	02/19/16
Parkhurst, Joshua S	Maintenance	Pest Control Technician	05/16/16
Shaw, Edward L	Administration Building	Plant Operator	05/06/16
Snovel, Victoria A	Largo Middle	Bilingual Assistant I	04/25/16
Voccio, Lisa A	Florida State Personnel Development	Secretary II	05/04/16

PART-TIME APPOINTMENTS

NAME	COST CENTER	POSITION	EFFECTIVE
Beymer, Jennifer L	Palm Harbor Middle	Plant Operator	05/02/16

Attachment: Jun 14 2016 FINAL HR Board Agenda Sets A-D (5799 : Request Approval of Personnel Recommendations)

Recommendation of Superintendent on Support Personnel
 June 14, 2016
 2015/2016 School Year

2

PART-TIME APPOINTMENTS
 (Continued)

NAME	COST CENTER	POSITION	EFFECTIVE
Cole, Nigeria E	Tarpon Springs High	Family and Community Liaison	04/29/16
Costa, Carla S	Palm Harbor University High	Clerical Assistant	05/01/16
Gamble, Fred H	Largo High	Food Service Assistant	05/02/16
Johnson, Darius L	Pasadena Fundamental Elementary	Plant Operator	05/09/16
Kleber, Muriel J	St Petersburg High	Food Service Assistant	05/02/16
Ortiz, Vianney A	Pasadena Fundamental Elementary	Food Service Assistant	05/02/16
Reed, Ashley	Tyrone Middle	Food Service Assistant	04/25/16
Rezaik, Meriam	Palm Harbor University High	Food Service Assistant	05/06/16
Robinson Jr, Eric E	Northeast High	Food Service Assistant	05/03/16
Smolenski, Christie A	Kings Highway Elementary Magnet School	Food Service Assistant	05/09/16
Tash, Barbara A	High Point Elementary	Food Service Assistant	04/25/16
Vicario, Devonta S	Azalea Middle	Food Service Assistant	05/09/16
Vijil, Maria R	ESOL	Bilingual Assistant I	04/29/16
Wells, Kathleen M	Seminole Middle	Food Service Assistant	05/09/16
Young, Beverly K	Carwise Middle	Food Service Assistant	05/02/16

Attachment: Jun 14 2016 FINAL HR Board Agenda Sets A-D (5799 : Request Approval of Personnel Recommendations)

Recommendation of Superintendent on Support Personnel
 June 14, 2016
 2015/2016 School Year

3

SUBSTITUTE APPOINTMENTS

NAME	NAME	NAME
<u>Bus Drivers</u>		
Conroy, Sean T McVey, Kevin M	Ellson, Richard N	Latham, Mark D
<u>Classroom Assistant</u>		
Brown, Tatiana C		
<u>Food Service Assistant</u>		
Westerman, Staci L		

STATUS CHANGES

NAME	FROM COST CENTER/POSITION	TO COST CENTER/POSITION	EFFECTIVE
Bajkowsky, Gary G	Dunedin High Plant Operator	Highland Lakes Elementary Plant Operations Specialist	04/25/16
Barringer, Sandra K	Human Resources Compensation Analyst	Risk Management and Insurance Secretary III Intern	05/16/16
Brown, Angela C	Fairmount Park Elementary School Office Clerk I PT	Human Resources Classroom Assistant Substitute	04/18/16
Clarke III, Edward A	Ridgecrest Elementary Head Plant Operator II	Tomlinson Adult Learning Center Head Plant Operator I	06/01/16
Kalck, Charlene J	Osceola Middle School Bookkeeper I	Dixie Hollins High Assistant to Bookkeeper	04/28/16

Attachment: Jun 14 2016 FINAL HR Board Agenda Sets A-D (5799 : Request Approval of Personnel Recommendations)

Recommendation of Superintendent on Support Personnel
 June 14, 2016
 2015/2016 School Year

4

STATUS CHANGES
 (Continued)

NAME	FROM COST CENTER/POSITION	TO COST CENTER/POSITION	EFFECTIVE
Laven, Cameron A	Maintenance Groundskeeper I	Dunedin High Plant Operator	04/25/16
Mamagona, Selena L	Administration Building Plant Operator	Mailroom Administration Building Mail Services Technician	05/16/16
O'Dell, Robert J	Pinellas Park High Plant Operator	Northeast High Groundskeeper II	05/16/16
Roberts Jr, Alvin	Oak Grove Middle Food Service Assistant PT	Garrison-Jones Elementary Food Service Assistant/Driver FT	05/02/16
Sherman, Frederick J	Clearwater High Night Forman IV	Lakeview Fundamental Elementary Head Plant Operator I	5/02/16

JOB CHANGES

NAME	FROM	TO	EFFECTIVE
Alfred, Caleb	Pool Technician	Night Forman IV Intern	05/02/16
Benjamin, Ashwyn L	Night Forman IV	Head Plant Operator IV	06/01/16
Borries, Nicholas R	Plant Operator FT	Plant Operator PT	01/11/16
Brown, Geneva S	Food Service Specialist Intern FT	Food Service Assistant PT	02/08/16

Attachment: Jun 14 2016 FINAL HR Board Agenda Sets A-D (5799 : Request Approval of Personnel Recommendations)

Recommendation of Superintendent on Support Personnel
 June 14, 2016
 2015/2016 School Year

5

JOB CHANGES
 (Continued)

NAME	FROM	TO	EFFECTIVE
Charles, Junius J	Groundskeeper II	Automotive Equipment Operator	04/25/16
Daniels, Kathryn S	Food Service Assistant PT	ESE Associate FT	05/09/16
Humes, Christopher J	Plant Operations Specialist	Head Plant Operator II	05/09/16
Kelly, Sean E	Automotive Diesel Mechanic-Journeyman Intern	Automotive Diesel Mechanic-Journeyman	04/22/16
Lambert, Denise M	Food Service Specialist Intern	Food Service Specialist	04/25/16
Lawson, Lauren L	Food Service Specialist Intern	Food Service Specialist	04/25/16
Meredith, Monte R	Electrician	Electrician Journeyman	05/02/16
Morand, Rochi S	Plant Operator PT	Plant Operator FT	01/05/16
Popoviq, Vera	Food Service Assistant PT	Plant Operator FT	05/03/16
Rivers, Leslie G	Food Service Assistant PT	Food Service Specialist Intern FT	04/18/16
Sanchez Rosario, Annie	Food Service Specialist Intern	Food Service Specialist	04/25/16
Simmonds, Rena R	Food Service Assistant PT	Food Service Assistant FT	05/09/16

Attachment: Jun 14 2016 FINAL HR Board Agenda Sets A-D (5799 : Request Approval of Personnel Recommendations)

Recommendation of Superintendent on Support Personnel
 June 14, 2016
 2015/2016 School Year

6

COST CENTER CHANGES

NAME	FROM	TO	EFFECTIVE
Allen, Julie A	Food Services	Walter Pownall Service Center	05/02/16
Coleman, Darrien K	Stephens ESE Center	Safety Harbor Middle	05/16/16
Dinger, Linda L	Bardmoor Elementary	Shore Acres Elementary	05/16/16
Farissier, Randi G	Highland Lakes Elementary	Records Management	05/02/16
Haynes, Stephanie A	Transportation	Osceola Fundamental High	04/11/16
Huyghues-Despointes, Natacha M	Sandy Lane Elementary	Dunedin Highland Middle	05/25/16
Masters, April E	Pinellas Central Elementary	Human Resources	05/02/16
Murray, Keishia J	Records Management	Transportation	04/28/16

LEAVES OF ABSENCE

NAME	COST CENTER	EFFECTIVE
Lounds, Marilyn S	Mildred Helms Elementary	01/26/16
MacKenzie, Erin J	Lealman Innovation Academy	04/19/16
Richardson, Betty C	Oak Grove Middle	04/25/16
Vigliotti, Linda	Clearwater High	03/28/16

Attachment: Jun 14 2016 FINAL HR Board Agenda Sets A-D (5799 : Request Approval of Personnel Recommendations)

Recommendation of Superintendent on Support Personnel
 June 14, 2016
 2015/2016 School Year

7

RETURN FROM LEAVE OF ABSENCE

NAME	COST CENTER	POSITION	EFFECTIVE
Brown, Kristine R	Dunedin Highland Middle	Classroom Assistant Sub	05/10/16
Krzyzak, Brigitte L	Madeira Beach Fundamental K-8	Food Service Assistant	05/09/16
Maldonado, Milagros	Cross Bayou Elementary	ESE Associate	05/02/16
Milliar, Tracy L	Belleair Elementary	Child Development Associate	04/27/16
Sharp, David R	Largo High	Groundskeeper II	04/27/16

TERMINATIONS

NAME	COST CENTER	EFFECTIVE
<u>Job Abandonment</u>		
Peters, Kyle A	Maintenance	06/14/16
<u>Resignations</u>		
Bennett, Christopher L	Maintenance	04/29/16
Best, Linda M	Pinellas Central Elementary	06/07/16
Boyd, Ira L	Campbell Park Elementary	05/02/16
Browne, Angela J	Mildred Helms Elementary	05/17/16
Burns, John J	Transportation	05/31/16
Butler, Deborah	Title I Center	04/21/16
Chumley, Carrie A	East Lake High	05/12/16

Attachment: Jun 14 2016 FINAL HR Board Agenda Sets A-D (5799 : Request Approval of Personnel Recommendations)

Recommendation of Superintendent on Support Personnel
 June 14, 2016
 2015/2016 School Year

8

TERMINATIONS
 (Continued)

NAME	COST CENTER	EFFECTIVE
<u>Resignations</u>		
(Continued)		
DePerio III, Alfredo P	Maintenance	05/06/16
Goodrich, Jennifer J	Food Services	05/27/16
Harding, Pamela D	Advanced Studies/ Academic Excellence	04/27/16
Hill, Kelly S	Safety Harbor Elementary	04/26/16
Hornyak, Rachelle L	Safety Harbor Middle	06/08/16
Jamason, Diane M	Lealman Innovation Academy	05/27/16
Jones III, Richard E	Gulfport Elementary	04/08/16
Kodhelaj, Alma	Seminole Middle	05/11/16
Maldonado, Kristin T	Bardmoor Elementary	04/21/16
Mayle, Anthony J	Tyrone Middle	05/02/16
Messer, William B	Transportation	05/13/16
Molina, Myrna	Lealman Avenue Elementary	04/29/16
Nathan, Choney R	Fuguitt Elementary	05/11/16
Pasquale, Anthony L	Eisenhower Elementary	04/22/16
Patterson, Mickayla A	Maximo Elementary	04/29/16
Perkins, Lisa M	Plumb Elementary	04/26/16
Reynolds, Tiara S	Transportation	04/25/16

Attachment: Jun 14 2016 FINAL HR Board Agenda Sets A-D (5799 : Request Approval of Personnel Recommendations)

Recommendation of Superintendent on Support Personnel
 June 14, 2016
 2015/2016 School Year

9

TERMINATIONS
 (Continued)

NAME	COST CENTER	EFFECTIVE
<u>Resignations</u>		
(Continued)		
Richardson, Stacey R	Gibbs High	04/26/16
Riehm, Amanda M	Azalea Elementary	02/12/16
Saari, Marsha J	Palm Harbor Middle	04/22/16
Schrader, Alan D	Orange Grove Elementary	04/26/16
Stanton III, Joseph F	Vehicle Maintenance	05/06/16
Sylvia, Cynthia A	Stephens ESE Center	06/06/16
Taylor, Tamiya QL	Cross Bayou Elementary	04/29/16
White, Brian H	Tarpon Springs Fundamental Elementary	05/13/16
White, Lori J	Orange Grove Elementary	06/08/16
White, Sherri L	Nina Harris ESE Center	05/11/16
Wilberforce, Derrick	Fitzgerald Middle	05/11/16
Zimmerman, Sheila L	Walsingham Elementary	04/20/16
<u>Retirements</u>		
Asberry Jr, Leroy	Frontier Elementary	05/06/16
Bennett, Gregory L	Maintenance	05/31/16
Bingley, Jan Carlos E	Safety Harbor Elementary	04/22/16

Attachment: Jun 14 2016 FINAL HR Board Agenda Sets A-D (5799 : Request Approval of Personnel Recommendations)

Recommendation of Superintendent on Support Personnel
 June 14, 2016
 2015/2016 School Year

10

TERMINATIONS
 (Continued)

NAME	COST CENTER	EFFECTIVE
<u>Retirements</u>		
(Continued)		
Brooks, Carole E	Disston Academy	05/31/16
Cash, Sheila A	Transportation	05/27/16
Cioffi, Lois E	Dunedin Highland Middle	06/08/16
Dimitriou, Eleni	Tarpon Springs High	06/08/16
Fig, Pamela R	Highland Lakes Elementary	06/08/16
Freeman, Allen E	Bay Point Elementary	06/06/16
Guild, Michael D	Maintenance	05/31/16
Hanrahan, William F	Garrison-Jones Elementary	06/07/16
Hoffman, Frank W	Maintenance	05/27/16
James, Arlene E	North Shore Elementary	05/31/16
Jordan, Mark D	School Safety and Security	05/31/16
Kebler, Denise R	OT-PT/Medicaid	05/20/16
Miles, Julia J	Transportation	05/31/16
Miller, Robert W	Westgate Elementary	06/30/16
Myrick, Teresa A	Dixie Hollins High	05/31/16
Parks, Virginia	Lealman Avenue Elementary	06/08/16

Attachment: Jun 14 2016 FINAL HR Board Agenda Sets A-D (5799 : Request Approval of Personnel Recommendations)

Recommendation of Superintendent on Support Personnel
 June 14, 2016
 2015/2016 School Year

11

TERMINATIONS
 (Continued)

NAME	COST CENTER	EFFECTIVE
<u>Retirements</u> (Continued)		
Rigelsky, Margaret E	School Health Services	05/27/16
Robinson, Trudi M	Cross Bayou Elementary	03/28/16
Sequeira, Joaquin T	McMullen-Booth Elementary	04/29/16
Simpkins, Kawana V	Bay Point Elementary	06/07/16
Staples Jr, Kenneth D	Cross Bayou Elementary	06/10/16

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

Attachment: Jun 14 2016 FINAL HR Board Agenda Sets A-D (5799 : Request Approval of Personnel Recommendations)

ADOPTED

REQUEST FOR APPROVAL (ID # 5792)

June 14, 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 Principal, Azalea Elementary School

BACKGROUND:

The Principal, Azalea Elementary School position is available due to the change of assignment of Kristen Sulte effective July 1, 2016. This position was advertised for one week and nine applicants applied for the position. Superintendent's staff interviewed three applicants on June 7, 2016.

STRATEGIC DIRECTION: Effective and Efficient Use of Resources

RECOMMENDATION:

Recommend the School Board approve the appointment of **Michael D. Rebman**, Assistant Principal, Azalea Elementary School to the Principal, Azalea Elementary School effective July 1, 2016. Salary and benefits shall be paid consistent with the district's compensation schedule for administrators.

RATIONALE:

Michael Rebman began his employment in Pinellas County Schools in 2005. He has served as a Guidance Counselor at Northwest Elementary School (2005-2009); an Assistant Principal at Fairmount Park Elementary School (2009-2014) and currently serves at Azalea Elementary School (2014 to present).

Mr. Rebman earned a bachelor's degree in Criminal Justice and Sociology from State University of New York, a master's degree in Counseling and Human Services from Canisius College, and certification in Educational Leadership from the University of South Florida.

DATA SOURCE:

Robert Poth, Area Superintendent, Area 3

SUBMITTED BY:

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

ADOPTED

REQUEST FOR APPROVAL (ID # 5793)

June 14, 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 Principal, Jamerson Elementary School

BACKGROUND:

The Principal, Jamerson Elementary School position is available due to the change of assignment of Kristy A. Moody effective July 1, 2016. This position was advertised for one week and seven applicants applied for the position. Superintendent's staff interviewed two applicants on June 7, 2016.

STRATEGIC DIRECTION: Effective and Efficient Use of Resources

RECOMMENDATION:

Recommend the School Board approve the appointment of **Brandie F. Williams-Macon**, Assistant Principal, Jamerson Elementary School to the Principal, Jamerson Elementary School effective July 1, 2016. Salary and benefits shall be paid consistent with the district's compensation schedule for administrators.

RATIONALE:

Brandie Williams-Macon began her employment in Pinellas County Schools in 1997. She has served as a Classroom Teacher at Walsingham Elementary School (1997-2001) and at Maximo Elementary School (2001-2010); an Assistant Principal at Campbell Park Elementary School (2010-2012), at Maximo Elementary School (2012-2013), at Lakewood Elementary School (2013-2014), and currently serves at Jamerson Elementary School (2014 to present).

Ms. Williams-Macon earned a bachelor's degree in Elementary Education from the University of South Florida and a master's degree in Educational Leadership from Nova Southeastern University.

DATA SOURCE:

Robert Poth, Area Superintendent, Area 3

SUBMITTED BY:

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

ADOPTED

REQUEST FOR APPROVAL (ID # 5797)

June 14, 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 Principal, Ponce de Leon Elementary School

BACKGROUND:

The Principal, Ponce de Leon Elementary School position is available due to the change in assignment of Paula Texel effective July 1, 2016. This position was advertised for one week and ten applicants applied for the position. Superintendent's staff interviewed four applicants on June 7, 2016.

STRATEGIC DIRECTION: Effective and Efficient Use of Resources

RECOMMENDATION:

Recommend the School Board approve the appointment of **Stephanie C. Blackman**, Assistant Principal, Southern Oak Elementary School to the Principal, Ponce de Leon Elementary School effective July 1, 2016. Salary and benefits shall be paid consistent with the district's compensation schedule for administrators.

RATIONALE:

Stephanie Blackman began her employment in Pinellas County Schools in 2005. She has served as a Classroom Teacher at Oakhurst Elementary School (2005-2012) and currently serves as an Assistant Principal at Southern Oak Elementary School (2012 to present).

Ms. Blackman earned a bachelor's degree in Elementary Education from St. Petersburg College and a master's degree in Educational Leadership from the University of South Florida.

DATA SOURCE:

Barbara Hires, Area Superintendent, Area 2

SUBMITTED BY:

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

ADOPTED

REQUEST FOR APPROVAL (ID # 5794)

June 14, 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 Principal, Oldsmar Elementary School

BACKGROUND:

The Principal, Oldsmar Elementary School position is available due to the change in assignment of Michael J. Feeny effective July 1, 2016. This position was advertised for one week and fourteen applicants applied for the position. Superintendent's staff interviewed two applicants on June 7, 2016.

STRATEGIC DIRECTION: Effective and Efficient Use of Resources

RECOMMENDATION:

Recommend the School Board approve the appointment of **Jeffrey B. Moss**, Principal for Randolph County School System in North Carolina to the Principal, Oldsmar Elementary School effective July 1, 2016. Salary and benefits shall be paid consistent with the district's compensation schedule for administrators.

RATIONALE:

Jeffrey Moss began his employment in education in 2002. He has served as a Classroom Teacher (2002-2007), an Assistant Principal (2008-2013), and currently serves as a Principal (2013 to present) in North Carolina.

Dr. Moss earned a bachelor's degree in Psychology, a master's degree and specialist's degree in School Administration, and a doctorate degree in Educational Leadership from the University of North Carolina.

DATA SOURCE:

Ward Kennedy, Area Superintendent, Area 1

SUBMITTED BY:

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

ADOPTED

REQUEST FOR APPROVAL (ID # 5798)

June 14, 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 Principal, Walsingham Elementary School

BACKGROUND:

The Principal, Walsingham Elementary School position is available due to the change in assignment of Jessley A. Hathaway effective July 1, 2016. This position was advertised for one week and fifteen applicants applied for the position. Superintendent's staff interviewed three applicants on June 7, 2016.

STRATEGIC DIRECTION: Effective and Efficient Use of Resources

RECOMMENDATION:

Recommend the School Board approve the appointment of **Quinn L. Williams**, Assistant Principal, Cypress Woods Elementary School to the Principal, Walsingham Elementary School effective July 1, 2016. Salary and benefits shall be paid consistent with the district's compensation schedule for administrators.

RATIONALE:

Quinn Williams began her employment in Pinellas County Schools in 2000. She has served as a Substitute Teacher (2000); a Classroom Teacher at Oakhurst Elementary School (2000-2002) and Ozona Elementary School (2002-2006); and currently serves as an Assistant Principal at Cypress Woods Elementary School (2006 to present).

Ms. Williams earned a bachelor's degree in Elementary Education and a master's degree in Educational Leadership from the University of South Florida.

DATA SOURCE:

Barbara Hires, Area Superintendent, Area 2

SUBMITTED BY:

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

ADOPTED

REQUEST FOR APPROVAL (ID # 5791)

June 14, 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 Principal, Thurgood Marshall Fundamental Middle School

BACKGROUND:

The Principal, Thurgood Marshall Fundamental Middle School position is available due to the change in assignment of Solomon Lowery effective July 1, 2016. This position was advertised for one week and eleven applicants applied for the position. Superintendent's staff interviewed two applicants on June 7, 2016.

STRATEGIC DIRECTION: Effective and Efficient Use of Resources

RECOMMENDATION:

Recommend the School Board approve the appointment of **Nicole P. Wilson**, Assistant Principal, Largo High School to the Principal, Thurgood Marshall Fundamental Middle School effective July 1, 2016. Salary and benefits shall be paid consistent with the district's compensation schedule for administrators.

RATIONALE:

Nicole Wilson began her employment in Pinellas County Schools in 1999. She has served as a Classroom Teacher at Seminole Middle School (1999-2003) and at Thurgood Marshall Fundamental Middle School (2003-2006); an Assistant Principal at Seminole Middle School (2006-2010), at John Hopkins Middle School (2010-2014), and currently serves at Largo High School (2014 to present).

Ms. Wilson earned a bachelor's degree in Mathematical Science from Florida A&M University and a master's degree in Educational Leadership from Argosy University.

DATA SOURCE:

Robert Poth, Areas Superintendent, Area 3

SUBMITTED BY:

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

ADOPTED

REQUEST FOR APPROVAL (ID # 5789)

June 14, 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 Director, Pinellas Technical College - Clearwater

BACKGROUND:

The Director, Pinellas Technical College - Clearwater position is available due to the retirement of Arlene Corbin effective May 31, 2016. This position was advertised for one week and twenty-three applicants applied for the position. Superintendent's staff interviewed three applicants on June 3, 2016.

STRATEGIC DIRECTION: Effective and Efficient Use of Resources

RECOMMENDATION:

Recommend the School Board approve the appointment of **Jake Prokop**, Assistant Administrator, Pinellas Technical College - St. Petersburg to Director, Pinellas Technical College - Clearwater effective July 1, 2016. Salary and benefits shall be paid consistent with the district's compensation schedule for administrators.

RATIONALE:

Jake Prokop began his employment in Pinellas County Schools in 2014. He currently serves as Assistant Administrator, Pinellas Technical College - St. Petersburg (2014 to present). His educational background also includes serving as an Automotive Technology Teacher at Gaither High School (2002-2009); a Teacher on Special Assignment at Middleton and Jefferson High Schools (2009-2010); a District Resource Teacher for STEM and HELIOS (2010-2012); a Career, Technical, and Adult Education Specialist for Curriculum and Program Development (2012-2014) and as the Career, Technical, and Adult Education Specialist for Industrial and Technology Education, Curriculum and Program Development (2014) for Hillsborough County Schools.

Mr. Prokop earned a bachelor's degree in Automotive Technology from Southern Illinois University and a master's degree in Educational Leadership from the University of South Florida.

DATA SOURCE:

Mark Hunt, Executive Director, Career, Technical, and Adult Education

SUBMITTED BY:

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

ADOPTED

REQUEST FOR APPROVAL (ID # 5786)

June 14, 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 Administrator,
Evening Adult High School - Clearwater

BACKGROUND:

The Administrator, Evening Adult High School - Clearwater position is available due to the retirement of Christy E. Richards effective May 27, 2016. This position was advertised for one week and twenty-eight applicants applied for the position. Superintendent's staff interviewed three applicants on June 3, 2016.

STRATEGIC DIRECTION: Effective and Efficient Use of Resources

RECOMMENDATION:

Recommend the School Board approve the appointment of **James M. Joyer**, Assistant Principal at Meadowlawn Middle School to the Administrator, Evening Adult High School - Clearwater effective July 1, 2016. Salary and benefits shall be paid consistent with the district's compensation schedule for administrators.

RATIONALE:

James Joyer began his employment in Pinellas County Schools in 1988. He has served as a Classroom Teacher at Tyrone Middle School (1988-1995); an Assistant Principal at Madeira Beach Middle School (1995-2001), at Meadowlawn Middle School (2001-2004), at Northeast High School (2004-2006), and at Boca Ciega High School (2007-2010); an Assistant Principal/Coordinator Magnet Programs - High School at Boca Ciega High School (2010-2014); a Principal at Tarpon Springs High School (2014-2015); and an Assistant Principal at Azalea Middle School (2015-2016) and currently serves at Meadowlawn Middle School (2016 to present).

Mr. Joyer earned a bachelor's degree in Marketing Education from the University of South Florida and a master's degree in Educational Leadership from NOVA Southeastern.

DATA SOURCE:

Mark Hunt, Executive Director, Career, Technical, and Adult Education

SUBMITTED BY:

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

ADOPTED

REQUEST FOR APPROVAL (ID # 5788)

June 14, 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 Administrator,
Evening Adult High School - Lakewood

BACKGROUND:

The Administrator, Evening Adult High School - Lakewood position is available due to the retirement of Sharon Snow effective May 31, 2016. This position was advertised for one week and twenty-eight applicants applied for the position. Superintendent's staff interviewed three applicants on June 3, 2016.

STRATEGIC DIRECTION: Effective and Efficient Use of Resources

RECOMMENDATION:

Recommend the School Board approve the appointment of **Harriet L. Davis**, Assistant Principal at Lakewood High School to the Administrator, Evening Adult High School - Lakewood effective July 1, 2016. Salary and benefits shall be paid consistent with the district's compensation schedule for administrators.

RATIONALE:

Harriet Davis began her employment in Pinellas County Schools in 1995. She has served as a Substitute Teacher (1995); a Classroom Teacher at Pinellas Park Middle School (1995-2003); an Assistant Principal at Pinellas Park Middle School (2003-2006) and currently serves at Lakewood High School (2006 to present).

Ms. Davis earned a bachelor's degree in Political Science from Florida State University and a master's degree in Educational Leadership and a doctorate in Educational Leadership and Policy Studies from the University of South Florida.

DATA SOURCE:

Mark Hunt, Executive Director, Career, Technical, and Adult Education

SUBMITTED BY:

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

ADOPTED

REQUEST FOR APPROVAL (ID # 5787)

June 14, 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,
 Largo Middle School

BACKGROUND:

The Assistant Principal, Largo Middle School position is available due to the retirement of Joann D. Rainey effective May 31, 2016. This position was advertised for one week and thirty applicants applied for the position. Superintendent's staff interviewed three applicants on June 3, 2016.

STRATEGIC DIRECTION: Effective and Efficient Use of Resources

RECOMMENDATION:

Recommend the School Board approve the appointment of **Salima Lakhani**, Teacher on Special Assignment at Largo Middle School to the Assistant Principal, Largo Middle School effective July 20, 2016. Salary and benefits shall be paid consistent with the district's compensation schedule for administrators.

RATIONALE:

Salima Lakhani began her employment in Pinellas County Schools in 2007. She has served as a Substitute Teacher (2007-2009); a Classroom Teacher at Dunedin Highland Middle School (2009-2014); an Administrative Intern at Oak Grove Middle School (2014-2015); and currently serves as a Teacher on Special Assignment at Largo Middle School (2015 to present).

Ms. Lakhani earned a bachelor's degree in Psychology and Criminology; a master's of arts in teaching, Social Science Education; and a master's degree in Educational Leadership from the University of South Florida.

DATA SOURCE:

Barbara Hires, Area Superintendent, Area 2

SUBMITTED BY:

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

ADOPTED

REQUEST FOR APPROVAL (ID # 5790)

June 14, 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, Lealman Innovation Academy

BACKGROUND:

The Assistant Principal, Lealman Innovation Academy position is available due to the change of assignment of Ricki Reisinger effective July 1, 2016. This position was advertised for one week and twenty-seven applicants applied for the position. Superintendent's staff interviewed three applicants on June 3, 2016.

STRATEGIC DIRECTION: Effective and Efficient Use of Resources

RECOMMENDATION:

Recommend the School Board approve the appointment of **Valencia Gore**, Assistant Principal, Dunedin High School to the Assistant Principal, Lealman Innovation Academy effective July 20, 2016. Salary and benefits shall be paid consistent with the district's compensation schedule for administrators.

RATIONALE:

Valencia Gore began her employment in Pinellas County Schools in 2003. She has served as a Classroom Teacher at Largo High School (2003-2011) and currently serves as an Assistant Principal at Dunedin High School (2011to present). Ms. Gore's educational background also includes serving as a Classroom Teacher for Orange County Public Schools (1998-1999) and for the School Board of Alachua County (2000-2003).

Ms. Gore earned a bachelor's degree in Economics from Florida A&M University, a master's degree in Applied Economics from the University of Central Florida, and an Educational Specialist's degree in Educational Leadership from Nova Southeastern University.

DATA SOURCE:

Barbara Hires, Area Superintendent, Area 2

SUBMITTED BY:

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

ADOPTED

REQUEST FOR APPROVAL (ID # 5782)

June 14, 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 Senior Coordinator, Evaluation (Title I)

BACKGROUND:

The Senior Coordinator, Evaluation (Title I) position is available due to the resignation of Janet Mahowski effective April 1, 2016. This position was advertised for four weeks and fifteen (15) applicants applied for the position.

STRATEGIC DIRECTION: Effective and Efficient Use of Resources

RECOMMENDATION:

Recommend the School Board approve the appointment of **Samuel R. Whitten**, Director, Assessment and Accountability for Hillsborough County Public Schools to Senior Coordinator, Evaluation (Title I) effective August 2, 2016. Salary and benefits shall be paid consistent with the district's compensation schedule for administrators.

RATIONALE:

Samuel Whitten began his employment in education in 1973. He has served as a Classroom Teacher (1973-1987); a Coordinator, Assessment and Data Analysis and Supervisor, Assessment (1987-2009); an Assistant Director, Assessment and Accountability (2009-2013); and currently serves as Director, Assessment and Accountability (2013 to present) for Hillsborough County Public Schools.

Mr. Whitten earned a bachelor's degree in Mathematics and Mathematics Education, a master's degree in Curriculum and Instruction, and certification in Educational Leadership from the University of South Florida.

DATA SOURCE:

Felita Grant, Ed.D., Director, Title I

SUBMITTED BY:

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

ADOPTED

REQUEST FOR APPROVAL (ID # 5785)

June 14, 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 Exceptional Student Education Specialist (Specialized Services)

BACKGROUND:

The Exceptional Student Education Specialist (Specialized Services) position is available due to the resignation of Beulah Johnson-Keels effective October 2, 2015. This position was advertised and the district received applications from approximately twenty (20) applicants.

STRATEGIC DIRECTION: Effective and Efficient Use of Resources

RECOMMENDATION:

Recommend the School Board approve the appointment of **Busara F. Pitts**, Principal on District Assignment to Exceptional Student Education Specialist (Specialized Services) effective July 1, 2016. Salary and benefits shall be paid consistent with the district's compensation schedule for administrators.

RATIONALE:

Busara Pitts began her employment in Pinellas County Schools in 1999. She has served as a Classroom Teacher at Tyrone Middle School (1999-2001); an Assistant Principal at Seminole Middle School (2001-2006); a Principal at Pasadena Fundamental School (2006-2012), at Lealman Intermediate School (2012-2014), and at Alternative High School (2014-2015); and currently serves as Principal on District Assignment in Assessment, Accountability, and Research (2015 to present). Ms. Pitts' educational background also includes serving as a Classroom Teacher in Orange County (1995-1996 and 1999) and in North Carolina (1996-1998).

Ms. Pitts earned a bachelor's degree in English and Secondary Education from Florida A&M University and a master's degree in Educational Administration/Leadership from Florida State University.

DATA SOURCE:

Sherry Aemisegger, Executive Director, Exceptional Student Education

SUBMITTED BY:

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

ADOPTED

REQUEST FOR APPROVAL (ID # 5795)

June 14, 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 9-12 Reading Specialist

BACKGROUND:

The 9-12 Reading Specialist position is available due to the resignation of Danielle Campbell effective June 30, 2016. This position was advertised for one week and eighteen applicants applied for the position. Superintendent's staff interviewed three applicants on June 7, 2016.

STRATEGIC DIRECTION: Effective and Efficient Use of Resources

RECOMMENDATION:

Recommend the School Board approve the appointment of **Jacqueline M. Hurley**, Reading/Literacy Coach at Dixie Hollins High School to the 9-12 Reading Specialist effective July 1, 2016. Salary and benefits shall be paid consistent with the district's compensation schedule for administrators.

RATIONALE:

Jacqueline Hurley began her employment in Pinellas County Schools in 2007. She has served as a Classroom Teacher at Pinellas Park High School (2007-2011) and a Reading/Literacy Coach at the district level (2011-2012, 2013-2014), at Lakewood High School (2012-2013), at Bay Point Middle School (2014-2015), and currently serves at Dixie Hollins High School (2015 to present).

Ms. Hurley earned bachelor's degrees in Spanish and Linguistics from the University of New Hampshire, a master's degree in Applied Linguistics/Teaching English to Speakers of Other Languages from the University of South Florida, and a doctorate degree in Instructional Leadership K-12/Curriculum and Instruction from Argosy University.

DATA SOURCE:

Rita Vazquez, Executive Director, High School Education

SUBMITTED BY:

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

06/14/16 05:00 PM

Regular School Board Meeting301 Fourth Street SW
Largo, FL 33770**Pinellas County
Schools****ADOPTED****REQUEST FOR APPROVAL (ID # 5775)**

June 14, 2016

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval of Temporary Duty Elsewhere (TDE) Assignment for Michael Gandolfo to Serve as President of the Pinellas Classroom Teachers Association (PCTA) for the 2016/2017 School Year

BACKGROUND:

We request approval of a Temporary Duty Elsewhere (TDE) Assignment for Michael Gandolfo to serve as President of the Pinellas Classroom Teachers Association (PCTA) for the 2016/2017 school year. Pursuant to the 2015/2018 collective bargaining agreement between PCTA and the Board, specifically Article 8, Leaves of Absence, Section B, Item 4, provides for a temporary duty assignment for one employee designated by the Association to serve as president of the Association. The temporary duty elsewhere assignment requested is for the period July 1, 2016, through June 30, 2017. Mr. Gandolfo's leave request includes working according to the instructional eleven and one-half month work year (235 days). This request is consistent with the procedure used for the President of the Pinellas Classroom Teachers Association in the past.

STRATEGIC DIRECTION: Effective & Efficient Use of Resources**ALTERNATIVES:**

1. Approve the TDE leave request as proposed.
2. Do not approve the TDE leave request and have Mr. Gandolfo comply with the provisions of the Agreement through a long-term leave without pay.

RECOMMENDATION:

Alternative No. 1 is recommended.

RATIONALE:

The Association has asked the Board to grant Michael Gandolfo, President of PCTA, a temporary duty elsewhere assignment for the period July 1, 2016, through June 30, 2017. In return, the Association will reimburse the Board all salary and benefits costs associated with his TDE. Because this is consistent with the provisions of the bargaining agreement, it is recommended that the Board grant Mr. Gandolfo a TDE leave for the period prescribed with the Association reimbursing all costs incurred by the Board.

FINANCIAL IMPACT:

Funding for the requested TDE leave will be provided by the Pinellas Classroom Teachers Association.

DATA SOURCES:

Michael Gandolfo, President, Pinellas Classroom Teachers Association

Request for Approval (ID # 5775)

Meeting of June 14, 2016

SUBMITTED BY:

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

ATTACHMENTS:

- pcta tde gandolfo 2017 (PDF)

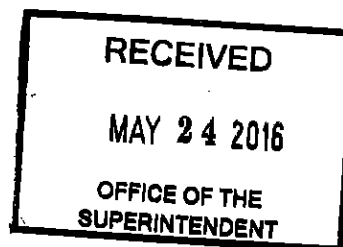


Pinellas Classroom Teachers Association

650 Seminole Boulevard, Largo, Florida 33770-3625 W: 727 585-6518 Fax: 727-586-6722

May 19, 2016

Dr. Michael Grego, Superintendent
Pinellas County Schools
301 Fourth St. SW
Largo, FL 33770



RE: Michael Gandolfo, PCTA President, TDE Request

Dear Dr. Grego:

Pursuant to the collective bargaining agreement between the Pinellas Classroom Teachers Association (PCTA) and the School Board of Pinellas County (BOARD) 2015-2018, specifically Article 8. Leaves of Absence, Section B., 4, we hereby request Temporary Duty Elsewhere (TDE) leave for the 2016-2017 year for myself, Michael Gandolfo, PCTA President. In addition, President Gandolfo's leave request includes working according to the Instructional eleven and one half month work year (235 days).

As the provisions of this agreement state, "such duties shall be considered equal to the regular duties of the individual performing such assigned temporary duties and said individual shall not be considered to be on leave, but rather, a continued employee of the Board."

In addition, PCTA shall reimburse the Board for incurred costs as stipulated within the agreement.

Sincerely,

Michael Gandolfo
PCTA President

Cc: Dr. Ron Ciranna, Assistant Superintendent for Human Resources

Attachment: pcta tde gandolfo 2017 (5775 : Request Approval of Temporary Duty Elsewhere (TDE) Assignment for Michael Gandolfo to Serve

ADOPTED

REQUEST FOR APPROVAL (ID # 5776)

June 14, 2016

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval of Temporary Duty Elsewhere (TDE) Assignment for Nelly Henjes to Serve as President of the Pinellas Educational Support Professionals Association (PESPA) for 2016/2017

BACKGROUND:

We request approval of a Temporary Duty Elsewhere (TDE) Assignment for Nelly Henjes to serve as President of the Pinellas Educational Support Professionals Association (PESPA) for the 2016/2017 school year. Pursuant to the 2015/2018 collective bargaining agreement between PESPA and the Board, specifically Article XVI, Extended Leaves of Absence, Section A, provides for a temporary duty assignment for one employee designated by the Association to engage in activities of the Association or affiliates. The temporary duty elsewhere assignment requested is for the period July 1, 2016, through June 30, 2017. This request is consistent with the procedure used for the President of the Pinellas Educational Support Professionals Association in the past.

STRATEGIC DIRECTION: Effective & Efficient Use of Resources

ALTERNATIVES:

1. Approve the TDE leave request as proposed.
2. Do not approve the TDE leave request and have Mrs. Henjes comply with the provisions of the Agreement through a long-term leave without pay.

RECOMMENDATION:

Alternative No. 1 is recommended.

RATIONALE:

The Association has asked the Board to grant Nelly Henjes, President of PESPA, a temporary duty elsewhere assignment for the period July 1, 2016, through June 30, 2017. In return, the Association will reimburse the Board all salary and benefits costs associated with her TDE. Because this is consistent with the provisions of the bargaining agreement, it is recommended that the Board grant Mrs. Henjes a TDE leave for the period prescribed with the Association reimbursing all costs incurred by the Board.

FINANCIAL IMPACT:

Funding for the requested TDE leave will be provided by the Pinellas Educational Support Professionals Association.

DATA SOURCES:

Pinellas Educational Support Professionals Association

Request for Approval (ID # 5776)

Meeting of June 14, 2016

SUBMITTED BY:

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

ATTACHMENTS:

- pespa TDE henjes 2017 (PDF)



Pinellas Educational Support Professionals Association

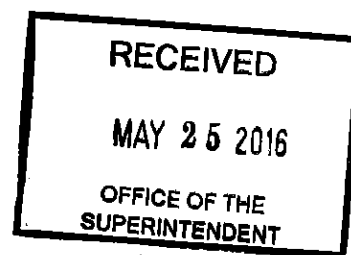
650 Seminole Blvd. Largo, Fl. 33770

Nelly A. Henjes, President

Ph. 727-585-6518 Fax. 727-586-6722

May 19, 2016

Dr. Michael Grego, Superintendent
Pinellas County Schools
301 Fourth St SW
Largo, FL 33770



RE: Nelly Henjes, PESPA President, TDE Request

Dear Dr. Grego:

Pursuant to the collective bargaining agreement between the Pinellas Educational Support Professionals Association (PESPA) and the School Board of Pinellas County (BOARD) 2015-2018, specifically Article XVI Extended Leaves of Absence, paragraph 1, we hereby request Temporary Duty Elsewhere (TDE) leave for the 2016-17 year for myself, Nelly Henjes, PESPA President. President Henjes' leave includes additional duty days beyond the regular work year.

In addition, PESPA shall reimburse the Board for incurred costs as stipulated within the agreement.

Feel free to contact me if further information is required or if questions arise.

Sincerely,

Nelly Henjes
PESPA President

Cc: Dr. Ron Ciranna, Assistant Superintendent for Human Resources

Attachment: pespa TDE henjes 2017 (5776 : Request Approval of Temporary Duty Elsewhere (TDE) Assignment for Nelly Henjes to Serve as

ADOPTED

REQUEST FOR APPROVAL (ID # 5772)

June 14, 2016

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval to Extend the MetLife Voluntary Benefits Program Through December 31, 2017

BACKGROUND:

MetLife is the number one provider of voluntary benefits in the nation. MetLife has 2,200 corporate accounts covering 9.2 million people and provides voluntary benefits to 84 of the Fortune 100 companies. They have salaried, not commission-based, agents and a local office in Clearwater. Enrollment for voluntary benefits is processed through an 800-telephone number and the web.

The MetLife Voluntary Benefits Program includes auto insurance, pet insurance, and group legal (Hyatt Legal). The Hyatt Legal plan is a group product; auto and pet insurance are individually underwritten. These are voluntary programs that employees may purchase through payroll deduction.

The MetLife Defender plan will be discontinued through MetLife as of December 31, 2016. MetLife has contacted the seventeen (17) employees currently enrolled in this program.

There are approximately 585 employees enrolled in the MetLife Voluntary Benefit program, including the MetLife Legal (184), Auto Program (353), Long-Term Care (10), Pet Insurance (21), and MetLife ID Defender (17).

These are individual policies and complete plan details are provided directly to participants.

STRATEGIC DIRECTION: Effective & Efficient Use of Resources

ALTERNATIVES:

1. Approve the one-year extension of the MetLife Voluntary Benefits Program.
2. Do not approve the one-year extension of the MetLife Voluntary Benefits Program.

RECOMMENDATION:

Alternative No. 1 is recommended.

RATIONALE:

Voluntary benefits are a valuable tool to recruit and retain a high-performing workforce and are part of our comprehensive benefit package. MetLife Voluntary Benefits are optional benefits that employees may purchase through payroll deduction or direct payment. While in some cases the benefits (group auto) are individually rated,

employees benefit by receiving a group discount rate and the convenience of payroll deduction.

The 2017 Voluntary Benefits Program was recommended by the Employee Well-being and Satisfaction Committee and approved by the Bargaining Leadership Team. It is subject to ratification by all bargaining units.

FINANCIAL IMPACT:

There is no cost to the board, as this is a voluntary benefit paid in full by employees. There is an employee increase for the MetLife Legal plan of \$1.05 per pay period.

DATA SOURCES:

William Corbett, Ed.D., Deputy Superintendent
David Koperski, School Board Attorney
Kevin Smith, Associate Superintendent Finance and Business Services
April Paul, Managing Officer Employee Benefits, Health and Workers Compensation
Bargaining Leadership Team
Aon Hewitt
MetLife

SUBMITTED BY:

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

ADOPTED

REQUEST FOR APPROVAL (ID # 5773)

June 14, 2016

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval of a One-Year Extension of the MetLife Hospital Indemnity Plan From January 1, 2017, Through December 31, 2017

BACKGROUND:

In 2015, a Hospital Indemnity Plan through MetLife was added to our benefits program. The plan provides hospital daily reimbursements of \$500 for a hospital admission and up to an additional \$250 per day with a maximum of 30 days per confinement, per illness.

The plan is designed to assist employees with rising out-of-pocket healthcare costs due to hospitalizations.

For 2017, MetLife offered a zero (0) percent increase, holding the rate for 2016, since claims data are premature and cannot be evaluated for loss ratios.

There are 1,076 employees enrolled in the plan. Our current policy expires on December 31, 2016.

Complete plan details are available under the certificate of insurance link listed on the Risk Management and Insurance web page - www.pcsb.org/certificates <<http://www.pcsb.org/certificates>>.

STRATEGIC DIRECTION: Effective & Efficient Use of Resources

ALTERNATIVES:

1. Approve the one-year extension of the MetLife Hospital Indemnity Plan.
2. Do not approve the one-year extension of the MetLife Hospital Indemnity Plan.

RECOMMENDATION:

Alternative No. 1 is recommended.

RATIONALE:

A Hospital Indemnity Plan is a valuable benefit which provides reimbursement for the cost of a hospital admission. These admissions can cost several thousand dollars in deductibles, co-pays and co-insurance placing a significant financial burden on employees. The MetLife Hospital Indemnity Plan is an optional benefit that employees may purchase through payroll deduction or with flex credits if they do not elect health insurance.

The 2017 MetLife Hospital Indemnity Plan was recommended by the Employee Well-being and Satisfaction Committee and approved by the Bargaining Leadership Team. It is subject to ratification by all bargaining units.

FINANCIAL IMPACT:

Employees may use flex credits or pre-tax payroll deductions to pay the premium for this plan. There will be no impact on board costs.

MONTHLY PREMIUM:

<u>Coverage</u>	<u>2017 Per Pay Cost</u>
Employee	\$8.30
Employee and Spouse	\$12.91
Employee and Children	\$16.43
Employee and Family	\$21.03

DATA SOURCES:

William Corbett, Ed.D., Deputy Superintendent
 David Koperski, School Board Attorney
 Kevin Smith, Associate Superintendent, Finance and Business Services
 April Paul, Managing Officer, Employee Benefits, Health, and Workers Compensation
 Bargaining Leadership Team
 Aon Hewitt
 MetLife

SUBMITTED BY:

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

ADOPTED

REQUEST FOR APPROVAL (ID # 5771)

June 14, 2016

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval to Extend the Hartford Life Insurance Policy to Provide Accidental Death and Dismemberment Benefits for Law Enforcement Officers Through September 30, 2018

BACKGROUND:

Florida Statute 112.19 requires that governmental entities that employ law enforcement officers provide a death benefit for a law enforcement officer killed in the line of duty and additional benefits if the officer is killed in response to a fresh pursuit and/or if the officer is unlawfully and intentionally killed as a result of his/her law enforcement duties.

Under Florida Statutes, this coverage can be provided on a self-insured or fully-insured basis. If self-insurance is selected, the district assumes the risk and is required to follow certain administrative procedures. Under an insurance product, the carrier assumes the risk and there are no administrative procedures for the district to follow.

There are currently 24 employees covered by this plan.

Our current policy expires on September 30, 2016

Complete plan details are available under the certificate of insurance link listed on the Risk Management and Insurance web page - www.pcsb.org/certificates <<http://www.pcsb.org/certificates>>.

STRATEGIC DIRECTION: Effective & Efficient Use of Resources

ALTERNATIVES:

1. Approve the two-year extension of the Hartford Life Insurance Policy.
2. Do not approve the two-year extension of the Hartford Life Insurance Policy.

RECOMMENDATION:

Alternative No. 1 is recommended.

RATIONALE:

Florida Statute 112.19 requires government entities to provide accidental death and dismemberment benefits for law enforcement officers. A review of the requirements of this statute by the School Board Attorney; Associate Superintendent, Finance and Business Operations; Director, Risk Management and Insurance; and Aon Hewitt determined that it was not practical to self-insure this exposure. As such, Aon Hewitt was instructed to obtain a commercial insurance policy to provide the required coverage.

FINANCIAL IMPACT:

The annual premium of \$3,017 reflects the premium for two years with no increase. Coverage is October 1, 2016 - September 30, 2018, and is provided through the Risk Management and Insurance budget.

DATA SOURCES:

William Corbett, Ed,D, Deputy Superintendent

David Koperski, School Board Attorney

Kevin Smith, Associate Superintendent, Finance and Business Services

April Paul, Managing Officer, Employee Benefits, Health, and Workers Compensation

Aon Hewitt

Hartford Life

SUBMITTED BY:

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

ADOPTED

REQUEST FOR APPROVAL (ID # 5783)

Request Approval of Yearbook bid Selections

ATTACHMENTS:

- Yearbook bid Selection 061416 (PDF)

Expense Items From Internal Funds
Yearbooks
June 14, 2016
School Board Meeting

YEARBOOKS				
SCHOOL	DATE OF YEARBOOKS	VENDOR	AMOUNT	COMMENTS
Dunedin High School	2016-17, 2017-18, and 2018-19 with the option of a one-time three-year rollover	Herff Jones	Approximately \$22,691.00 per year	School Board Policy 6320 requires School Board approval for any single purchase of \$50,000 or more to a single vendor.

Attachment: Yearbook bid Selection 061416 (5783 : Request Approval of Yearbook bid Selections)

ADOPTED

REQUEST FOR APPROVAL (ID # 5760)

June 14, 2016

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval of Budget Amendment No. 7 (March 2016) to the District's 2015/16 Budget

BACKGROUND:

This Budget Amendment, with the detail attached, reflects changes in revenues received and the resulting changes in budgetary appropriations. This amendment also includes adjustments to reflect changes in coding based on actual expenditures plus encumbrances.

STRATEGIC DIRECTION: Effective and Efficient Use of Resources

ALTERNATIVES:

1. Approve Budget Amendment No. 7 (March 2016) to the District's 2015/16 Budget
2. Do not approve Budget Amendment No. 7 (March 2016) to the District's 2015/16 Budget

RECOMMENDATION:

Alternative No. 1 is recommended.

RATIONALE:

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

Operating Fund

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

Debt Service

No change.

Capital Outlay Fund

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

Contracted Programs Fund

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

American Recovery and Reinvestment Act - Race To The Top

No change.

School Food Service Fund

No change.

Internal Service Fund

No change.

Self-Insured Health Insurance

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

Permanent Fund

No change.

The 2015/16 Budget was approved by the school board at the Second Public Hearing on September 8, 2015.

FINANCIAL IMPACT: (Operating Fund Only)

The financial impact to the Operating Fund follows:

- Medicaid claiming revenue increased \$946 which has corresponding appropriations in various functions.
- Voluntary Pre-K revenue increased \$771,851 which has corresponding appropriations in function 5500 (Pre-Kindergarten).
- Miscellaneous State Revenue increased \$97,498 representing an increase of \$11,875 for Florida Aware Project; an increase of \$26,995 for the Childcare Worker Trust and an increase of \$58,628 for a Fuel Tax Refund.
- Rental income increased \$151,920 with corresponding offsets to appropriations.
- Student fees increased \$220,228 with corresponding appropriations mainly in 5300 function.
- Miscellaneous local sources increased \$785,601 which represents revenue received from miscellaneous school based collections.
- Capital Outlay Transfers increased by \$75,106 which represents revenue for Charter School Capital Outlay.

Total estimated revenues and transfers increased \$2,103,150. Appropriations increased \$2,485,240. There was no change in non-spendable or assigned fund balance. Restricted fund balance decreased by \$304,500. Unassigned fund balance decreased \$77,590.

DATA SOURCES:

Karen L. Coffey, Executive Director, Budget & Resource Allocations
Catherine N. Davidson, CPA, Director of Accounting
Lou Ann Jourdan, Manager, Budget, FTE & Cost Reporting
Samantha L. Stout, Financial Reporting Analyst

SUBMITTED BY:

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

ATTACHMENTS:

- Budget Amendment No. 7 (March 2016) (PDF)

FUNC- OBJECT TION	DESCRIPTION	Original Budget 9/8/2015	BUDGET AMENDMENT No. 6	Increase/ (Decrease)	BUDGET AMENDMENT No. 7
OPERATING (GENERAL) FUND - ESTIMATED REVENUE					
3121 000	FEDERAL DIRECT				
	FEDERAL IMPACT FUNDS	20,000	20,000	0	20,000
3191 000	RESERVE OFFICERS TRAINING CORPS (ROTC)	300,000	300,000	0	300,000
TOTAL	FEDERAL DIRECT	\$320,000	\$320,000	\$0	\$320,000
3202 000	FEDERAL THRU STATE				
	MEDICAID	3,300,000	5,998,334	946	5,999,280
TOTAL	FEDERAL THRU STATE	\$3,300,000	\$5,998,334	\$946	\$5,999,280
STATE SOURCES					
3310 000	FLORIDA EDUCATION FINANCE PROGRAM	125,627,413	117,718,997	0	117,718,997
3310 000	SAFE SCHOOLS	3,134,922	3,132,120	0	3,132,120
3310 000	SUPPLEMENTAL ACADEMIC INSTRUCTION	20,852,900	20,852,900	0	20,852,900
3310 000	ESE GUARANTEED ALLOCATION	42,063,288	42,063,288	0	42,063,288
3310 000	READING PROGRAMS	4,596,193	4,592,695	0	4,592,695
3310 000	DJJ SUPPLEMENTAL ALLOCATION	409,448	431,901	0	431,901
3310 000	VIRTUAL EDUCATION CONTRIBUTION	38,357	28,053	0	28,053
3310 000	TEACHERS CLASSROOM SUPPLY ASSISTANCE	1,804,386	1,686,062	0	1,686,062
3310 000	DIGITAL CLASSROOM ALLOCATION	1,686,062	1,798,465	0	1,798,465
3310 000	INSTRUCTIONAL MATERIALS	8,210,626	8,226,141	0	8,226,141
3310 000	TRANSPORTATION	12,592,420	12,307,623	0	12,307,623
3310 000	FEDERALLY CONNECTED STUDENT SUPPLEM	38,711	38,711	0	38,711
3315 000	WORKFORCE DEVELOPMENT	25,808,527	25,808,527	0	25,808,527
3317 000	WORKFORCE PERFORMANCE INCENTIVES	250,000	250,000	0	250,000
3318 000	ADULT HANDICAPPED	0	(8,655)	0	(8,655)
3323 000	CO & DS WITHHELD FOR ADMINISTRATION	67,927	67,927	0	67,927
3343 000	STATE LICENSE TAX	550,000	550,000	0	550,000
3344 000	DISCRETIONARY LOTTERY FUND	367,146	366,860	0	366,860
3355 000	CLASS SIZE REDUCTION	113,369,414	112,929,805	0	112,929,805
3361 000	SCHOOL RECOGNITION	3,310,718	3,310,718	0	3,310,718
3371 000	VOLUNTARY PRE K PROGRAM	0	943,994	771,851	1,715,845
3399 000	MISCELLANEOUS STATE REVENUE	2,361,519	3,707,304	97,498	3,804,802
TOTAL	STATE SOURCES	\$367,139,977	\$360,803,436	\$869,349	\$361,672,785
LOCAL SOURCES					
3411 000	DISTRICT SCHOOL TAXES	386,345,758	386,345,758	0	386,345,758
3411 000	TAX REFERENDUM	33,525,318	33,525,318	0	33,525,318
3411 000	PRIOR PERIOD ADJUSTMENT	0	536,406	0	536,406
3425 000	RENTAL INCOME	1,700,000	2,451,357	151,920	2,603,277
3430 000	INVESTMENT INCOME	750,000	750,000	0	750,000
346X 000	STUDENT FEES	3,570,000	3,871,785	220,228	4,092,013
3481 000	CHARGES FOR SERVICES	1,300,000	1,300,000	0	1,300,000
349X 000	MISCELLANEOUS LOCAL SOURCES	10,177,980	12,226,460	785,601	13,012,061
TOTAL	LOCAL SOURCES	\$437,369,056	\$441,007,084	\$1,157,749	\$442,164,833
OTHER					
374X 000	LOSS RECOVERIES	300,000	300,000	0	300,000
TOTAL	OTHER	\$300,000	\$300,000	\$0	\$300,000
TOTAL ESTIMATED REVENUE		\$808,429,033	\$808,428,854	\$2,028,044	\$810,456,898
OTHER FINANCING SOURCES					
TRANSFERS					
3630 000	TRANS. FROM CAPITAL PROJECTS	32,800,000	33,413,539	75,106	33,488,645
TOTAL	TRANSFERS	\$32,800,000	\$33,413,539	\$75,106	\$33,488,645
TOTAL OTHER FINANCING SOURCES		\$32,800,000	\$33,413,539	\$75,106	\$33,488,645
TOTAL ESTIMATED RESOURCES		\$841,229,033	\$841,842,393	\$2,103,150	\$843,945,543
FUND BALANCE					
2800 000	BUDGET FUND BALANCES-BEGIN				
	NON-SPENDABLE	5,378,285	5,378,285	0	5,378,285
	RESTRICTED	25,834,547	25,834,547	0	25,834,547
	ASSIGNED	22,827,700	22,827,700	0	22,827,700
	UNASSIGNED	7,230,435	7,230,435	0	7,230,435
TOTAL	BEGINNING FUND BALANCE	\$61,270,967	\$61,270,967	\$0	\$61,270,967
TOTAL	ESTIMATED REVENUE AND FUND BALANCE	\$902,500,000	\$903,113,360	\$2,103,150	\$905,216,510

Attachment: Budget Amendment No. 7 (March 2016) (5760 : Budget Amendment No. 7 (March 2016))

FUNC- OBJECT TION	DESCRIPTION	Original Budget 9/8/2015	BUDGET AMENDMENT No. 6	Increase/ (Decrease)	BUDGET AMENDMENT No. 7
OPERATING (GENERAL) FUND - APPROPRIATIONS					
	BASIC (FEFP K-12)				
5100 100	SALARIES	267,276,492	266,958,654	245,418	267,204,072
5100 200	EMPLOYEE BENEFITS	75,908,628	76,509,732	6,002	76,515,734
5100 300	PURCHASED SERVICES	48,773,657	51,073,791	193,538	51,267,329
5100 400	ENERGY SERVICES	24,004	24,288	0	24,288
5100 500	MATERIALS & SUPPLIES	12,088,542	9,779,672	(92,660)	9,687,012
5100 600	CAPITAL EXPENDITURES	6,148,918	8,335,047	121,846	8,456,893
5100 700	OTHER EXPENSE	1,638,937	1,662,651	36,908	1,699,559
TOTAL	BASIC (FEFP K-12)	\$411,859,178	\$414,343,835	\$511,052	\$414,854,887
	EXCEPTIONAL				
5200 100	SALARIES	77,964,908	78,430,223	104,464	78,534,687
5200 200	EMPLOYEE BENEFITS	25,540,572	25,621,294	43,194	25,664,488
5200 300	PURCHASED SERVICES	683,389	1,279,980	(40,392)	1,239,588
5200 500	MATERIALS & SUPPLIES	234,869	221,206	12,673	233,879
5200 600	CAPITAL EXPENDITURES	145,746	260,509	4,438	264,947
5200 700	OTHER EXPENSE	2,400	2,400	0	2,400
TOTAL	EXCEPTIONAL	\$104,571,134	\$105,815,612	\$124,377	\$105,939,989
	CAREER EDUCATION				
5300 100	SALARIES	14,385,020	14,365,168	114,058	14,479,226
5300 200	EMPLOYEE BENEFITS	3,886,872	3,885,081	5,579	3,890,660
5300 300	PURCHASED SERVICES	293,735	518,839	(21,099)	497,740
5300 400	ENERGY SERVICES	3,000	6,500	150	6,650
5300 500	MATERIALS & SUPPLIES	278,346	24,781	193,377	218,158
5300 600	CAPITAL EXPENDITURES	5,578,767	7,804,613	259,702	8,064,315
5300 700	OTHER EXPENSE	114,233	213,275	4,600	217,875
TOTAL	CAREER EDUCATION	\$24,539,973	\$26,818,257	\$556,367	\$27,374,624
	ADULT GENERAL				
5400 100	SALARIES	5,671,498	5,354,243	(2,430)	5,351,813
5400 200	EMPLOYEE BENEFITS	1,273,737	1,152,579	(1,800)	1,150,779
5400 300	PURCHASED SERVICES	20,267	24,162	100	24,262
5400 500	MATERIALS & SUPPLIES	56,239	49,374	(577)	48,797
5400 600	CAPITAL EXPENDITURES	55,058	69,841	1,458	71,299
TOTAL	ADULT GENERAL	\$7,076,799	\$6,650,199	(\$3,249)	\$6,646,950
	PRE KINDERGARTEN				
5500 100	SALARIES	1,647,629	2,394,277	901,570	3,295,847
5500 200	EMPLOYEE BENEFITS	643,142	1,007,190	190,616	1,197,806
5500 300	PURCHASED SERVICES	84,750	82,650	5,000	87,650
5500 500	MATERIALS & SUPPLIES	178,224	344,143	(7,139)	337,004
5500 600	CAPITAL EXPENDITURES	107,909	147,534	2,000	149,534
5500 700	OTHER EXPENSE	1,150	1,150	0	1,150
TOTAL	PRE KINDERGARTEN	\$2,662,804	\$3,976,944	\$1,092,047	\$5,068,991
	OTHER INSTRUCTION				
5900 100	SALARIES	220,842	299,989	34,491	334,480
5900 200	EMPLOYEE BENEFITS	6,406	8,264	35	8,299
5900 500	MATERIALS & SUPPLIES	13,600	13,330	0	13,330
TOTAL	OTHER INSTRUCTION	\$240,848	\$321,583	\$34,526	\$356,109
SUBTOTAL - INSTRUCTIONAL SERVICES		\$550,950,736	\$557,926,430	\$2,315,120	\$560,241,550
	ATTENDANCE & SOCIAL WORK				
6110 100	SALARIES	3,611,234	3,777,658	550	3,778,208
6110 200	EMPLOYEE BENEFITS	1,138,370	1,195,394	95	1,195,489
6110 300	PURCHASED SERVICES	35,000	35,330	0	35,330
6110 500	MATERIALS & SUPPLIES	16,197	35,321	(2,500)	32,821
6110 600	CAPITAL EXPENDITURES	0	6,000	2,500	8,500
6110 700	OTHER EXPENSE	825	900	0	900
TOTAL	ATTENDANCE & SOCIAL WORK	\$4,801,626	\$5,050,603	\$645	\$5,051,248
	GUIDANCE SERVICES				
6120 100	SALARIES	12,081,643	12,098,201	1,899	12,100,100
6120 200	EMPLOYEE BENEFITS	3,443,096	3,445,491	19	3,445,510
6120 300	PURCHASED SERVICES	15,962	17,575	(1,495)	16,080
6120 500	MATERIALS & SUPPLIES	22,342	17,999	1,262	19,261
6120 600	CAPITAL EXPENDITURES	130,636	134,539	229	134,768
6120 700	OTHER EXPENSE	1,154	2,774	3,520	6,294
TOTAL	GUIDANCE SERVICES	\$15,694,833	\$15,716,579	\$5,434	\$15,722,013

Attachment: Budget Amendment No. 7 (March 2016) : Budget Amendment No. 7 (March 2016))

FUNC- OBJECT TION	DESCRIPTION	Original Budget 9/8/2015	BUDGET AMENDMENT No. 6	Increase/ (Decrease)	BUDGET AMENDMENT No. 7
OPERATING (GENERAL) FUND - APPROPRIATIONS					
HEALTH SERVICES					
6130 100	SALARIES	2,737,081	3,051,466	(11,498)	3,039,968
6130 200	EMPLOYEE BENEFITS	746,205	1,052,795	11,965	1,064,760
6130 300	PURCHASED SERVICES	43,376	18,652	0	18,652
6130 500	MATERIALS & SUPPLIES	20,912	24,344	(1,224)	23,120
6130 600	CAPITAL OUTLAY	14,610	12,961	0	12,961
6130 700	OTHER EXPENSE	1,385	744	0	744
TOTAL	HEALTH SERVICES	\$3,563,569	\$4,160,962	(\$757)	\$4,160,205
PSYCHOLOGICAL SERVICES					
6140 100	SALARIES	2,423,269	2,440,027	(26,281)	2,413,746
6140 200	EMPLOYEE BENEFITS	625,964	630,633	197	630,830
6140 300	PURCHASED SERVICES	34,833	35,033	0	35,033
6140 500	MATERIALS & SUPPLIES	135,596	164,567	184	164,751
6140 600	CAPITAL EXPENDITURES	16,000	16,000	0	16,000
6140 700	OTHER EXP.	700	1,250	0	1,250
TOTAL	PSYCHOLOGICAL SERVICES	\$3,236,362	\$3,287,510	(\$25,900)	\$3,261,610
PARENTAL INVOLVEMENT					
6150 100	SALARIES	1,130,229	1,139,640	0	1,139,640
6150 200	EMPLOYEE BENEFITS	534,723	536,305	0	536,305
6150 500	MATERIALS & SUPPLIES	700	774	0	774
TOTAL	PARENTAL INVOLVEMENT	\$1,665,652	\$1,676,719	\$0	\$1,676,719
OTHER STUDENT SUPPORT SERVICES					
6190 100	SALARIES	2,068,444	2,071,132	34,914	2,106,046
6190 200	EMPLOYEE BENEFITS	719,013	719,562	1,104	720,666
6190 300	PURCHASED SERVICES	58,096	76,837	(727)	76,110
6190 500	MATERIALS & SUPPLIES	15,939	25,007	2,975	27,982
6190 600	CAPITAL EXPENDITURES	17,724	21,818	633	22,451
6190 700	OTHER EXPENSE	3,925	3,925	200	4,125
TOTAL	OTHER STUDENT SUPPORT SERVICES	\$2,883,141	\$2,918,281	\$39,099	\$2,957,380
SUBTOTAL - STUDENT SUPPORT SERVICES		\$31,845,183	\$32,810,654	\$18,521	\$32,829,175
INSTRUCTIONAL MEDIA SERVICES					
6200 100	SALARIES	4,555,965	4,575,045	(1,620)	4,573,425
6200 200	EMPLOYEE BENEFITS	1,351,943	1,354,548	3,358	1,357,906
6200 300	PURCHASED SERVICES	51,802	73,559	417	73,976
6200 400	ENERGY SERVICES	1,325	1,325	0	1,325
6200 500	MATERIALS & SUPPLIES	106,723	136,537	(12,838)	123,699
6200 600	CAPITAL EXPENDITURES	295,154	256,558	(3,910)	252,648
6200 700	OTHER EXPENSE	607	20	400	420
TOTAL	INSTRUCTIONAL MEDIA SERVICES	\$6,363,519	\$6,397,592	(\$14,193)	\$6,383,399
INSTRUCTION & CURRICULUM DVLP SVCS					
6300 100	SALARIES	7,458,456	7,008,793	14,662	7,023,455
6300 200	EMPLOYEE BENEFITS	2,235,066	1,806,942	8,286	1,815,228
6300 300	PURCHASED SERVICES	744,599	1,382,240	29,486	1,411,726
6300 500	MATERIALS & SUPPLIES	302,335	1,238,141	(56,704)	1,181,437
6300 600	CAPITAL EXPENDITURES	147,591	149,943	396	150,339
6300 700	OTHER EXPENSE	38,040	40,839	(469)	40,370
TOTAL	INSTRUCTION & CURRICULUM DVLP SVCS	\$10,926,087	\$11,626,898	(\$4,343)	\$11,622,555
INSTRUCTIONAL STAFF TRAINING SERVICES					
6400 100	SALARIES	9,280,949	9,300,565	(260,928)	9,039,637
6400 200	EMPLOYEE BENEFITS	1,928,079	1,849,725	10,032	1,859,757
6400 300	PURCHASED SERVICES	604,925	1,234,591	22,807	1,257,398
6400 500	MATERIALS & SUPPLIES	153,659	48,174	94,288	142,462
6400 600	CAPITAL EXPENDITURES	590,370	638,142	(146,273)	491,869
6400 700	OTHER EXPENSE	1,098	1,368	(850)	518
TOTAL	INSTRUCTIONAL STAFF TRAINING SERVICES	\$12,559,080	\$13,072,565	(\$280,924)	\$12,791,641
INSTRUCTION RELATED TECHNOLOGY					
6500 100	SALARIES	4,134,460	4,134,305	0	4,134,305
6500 200	EMPLOYEE BENEFITS	1,227,150	1,227,235	399	1,227,634
6500 300	PURCHASED SERVICES	17,310	67,525	3,234	70,759
6500 500	MATERIALS & SUPPLIES	208,939	206,619	0	206,619
6500 600	CAPITAL EXPENDITURES	562,020	519,684	0	519,684
6500 700	OTHER EXPENSE	875	1,947	(733)	1,214
TOTAL	INSTRUCTION RELATED TECHNOLOGY	\$6,150,754	\$6,157,315	\$2,900	\$6,160,215
SUBTOTAL - STUDENT & INSTRUCTIONAL SUPPORT SVCS		\$67,844,623	\$70,065,024	(\$278,039)	\$69,786,985

Attachment: Budget Amendment No. 7 (March 2016) : Budget Amendment No. 7 (March 2016))

FUNC- OBJECT TION	DESCRIPTION	Original Budget 9/8/2015	BUDGET AMENDMENT No. 6	Increase/ (Decrease)	BUDGET AMENDMENT No. 7
OPERATING (GENERAL) FUND - APPROPRIATIONS					
SCHOOL BOARD					
7100 100	SALARIES	771,560	771,560	0	771,560
7100 200	EMPLOYEE BENEFITS	1,017,813	1,017,813	0	1,017,813
7100 300	PURCHASED SERVICES	138,628	194,130	0	194,130
7100 500	MATERIALS & SUPPLIES	7,805	7,805	0	7,805
7100 600	CAPITAL EXPENDITURES	3,800	7,079	0	7,079
7100 700	OTHER EXPENSE	33,820	33,820	0	33,820
TOTAL	SCHOOL BOARD	\$1,973,426	\$2,032,207	\$0	\$2,032,207
GENERAL ADMINISTRATION					
7200 100	SALARIES	1,739,038	1,702,166	0	1,702,166
7200 200	EMPLOYEE BENEFITS	499,866	497,428	0	497,428
7200 300	PURCHASED SERVICES	203,949	219,340	9,012	228,352
7200 500	MATERIALS & SUPPLIES	49,725	30,454	(27,930)	2,524
7200 600	CAPITAL EXPENDITURES	5,501	12,131	7,337	19,468
7200 700	OTHER EXPENSE	38,057	62,096	0	62,096
TOTAL	GENERAL ADMINISTRATION	\$2,536,136	\$2,523,615	(\$11,581)	\$2,512,034
SCHOOL ADMINISTRATION					
7300 100	SALARIES	40,699,636	40,838,501	6,940	40,845,441
7300 200	EMPLOYEE BENEFITS	13,471,114	13,515,764	1,099	13,516,863
7300 300	PURCHASED SERVICES	579,413	617,099	25,113	642,212
7300 500	MATERIALS & SUPPLIES	279,999	267,773	(1,745)	266,028
7300 600	CAPITAL EXPENDITURES	137,393	208,899	(1,719)	207,180
7300 700	OTHER EXPENSE	14,711	19,563	(254)	19,309
TOTAL	SCHOOL ADMINISTRATION	\$55,182,266	\$55,467,599	\$29,434	\$55,497,033
FACILITIES ACQ. & CONST.					
7400 100	SALARIES	293,740	293,740	0	293,740
7400 200	EMPLOYEE BENEFITS	106,699	106,699	0	106,699
7400 300	PURCHASED SERVICES	128,275	157,080	(679)	156,401
7400 400	ENERGY SERVICES	10,100	10,100	0	10,100
7400 500	MATERIALS & SUPPLIES	17,977	19,943	(872)	19,071
7400 600	CAPITAL EXPENDITURES	550,486	561,066	(320,821)	240,245
7400 700	OTHER EXPENSE	2,670	1,670	0	1,670
TOTAL	FACILITIES ACQ. & CONST.	\$1,109,947	\$1,150,298	(\$322,372)	\$827,926
FISCAL SERVICES					
7500 100	SALARIES	2,738,312	2,738,312	0	2,738,312
7500 200	EMPLOYEE BENEFITS	897,118	897,118	0	897,118
7500 300	PURCHASED SERVICES	266,204	390,860	(10,160)	380,700
7500 500	MATERIALS	25,084	26,503	8,416	34,919
7500 600	CAPITAL EXPENDITURES	23,506	24,697	10,735	35,432
7500 700	OTHER EXPENSE	438,211	406,560	(8,160)	398,400
TOTAL	FISCAL SERVICES	\$4,388,435	\$4,484,050	\$831	\$4,484,881
FOOD SERVICE					
7600 100	SALARIES	273,947	273,947	0	273,947
7600 200	EMPLOYEE BENEFITS	8,860	8,860	0	8,860
TOTAL	FOOD SERVICE	\$282,807	\$282,807	\$0	\$282,807
PLANNING, RESEARCH, DEVELOPMENT & EVAL					
7710 100	SALARIES	903,076	903,876	100	903,976
7710 200	EMPLOYEE BENEFITS	269,575	269,649	90	269,739
7710 300	PURCHASED SERVICES	140,268	148,373	8,106	156,479
7710 500	MATERIALS & SUPPLIES	9,482	2,214	(1,846)	368
7710 600	CAPITAL EXPENDITURES	4,965	8,654	(4,000)	4,654
7710 700	OTHER EXPENSE	765	765	(500)	265
TOTAL	PLANNING, RESEARCH, DEVELOPMENT & EVAL	\$1,328,131	\$1,333,531	\$1,950	\$1,335,481
INFORMATION SERVICES					
7720 100	SALARIES	694,973	702,123	0	702,123
7720 200	EMPLOYEE BENEFITS	223,673	223,673	0	223,673
7720 300	PURCHASED SERVICES	45,163	75,938	754	76,692
7720 400	ENERGY SERVICES	750	750	0	750
7720 500	MATERIALS & SUPPLIES	118,580	128,722	820	129,542
7720 600	CAPITAL EXPENDITURES	6,627	17,364	(123)	17,241
7720 700	OTHER EXPENSE	1,753	2,204	(227)	1,977
TOTAL	INFORMATION SERVICES	\$1,091,519	\$1,150,774	\$1,224	\$1,151,998

Attachment: Budget Amendment No. 7 (March 2016) (5760 : Budget Amendment No. 7 (March 2016))

FUNC- TION	OBJECT	DESCRIPTION	Original Budget 9/8/2015	BUDGET AMENDMENT No. 6	Increase/ (Decrease)	BUDGET AMENDMENT No. 7
OPERATING (GENERAL) FUND - APPROPRIATIONS						
PERSONNEL SERVICES						
7730	100	SALARIES	2,981,405	3,012,913	37,824	3,050,737
7730	200	EMPLOYEE BENEFITS	1,201,979	1,209,492	25	1,209,517
7730	300	PURCHASED SERVICES	642,397	685,018	17,008	702,026
7730	500	MATERIALS & SUPPLIES	207,848	215,810	9,875	225,685
7730	600	CAPITAL EXPENDITURES	104,515	112,364	(2,795)	109,569
7730	700	OTHER EXPENSE	46,058	47,668	0	47,668
	TOTAL	PERSONNEL SERVICES	\$5,184,202	\$5,283,265	\$61,937	\$5,345,202
INTERNAL SERVICES						
7760	100	SALARIES	1,864,040	1,864,040	0	1,864,040
7760	200	EMPLOYEE BENEFITS	653,689	653,689	0	653,689
7760	300	PURCHASED SERVICES	760,098	809,143	(408)	808,735
7760	400	ENERGY SERVICES	25,650	25,650	(250)	25,400
7760	500	MATERIALS & SUPPLIES	710,172	664,082	761	664,843
7760	600	CAPITAL EXPENDITURES	21,724	22,504	0	22,504
7760	700	OTHER EXPENSE	1,000	16,983	8,481	25,464
	TOTAL	INTERNAL SERVICES	\$4,036,373	\$4,056,091	\$8,584	\$4,064,675
OTHER CENTRAL SERVICES						
7790	100	SALARIES	380,905	370,917	0	370,917
7790	200	EMPLOYEE BENEFITS	127,908	127,908	0	127,908
7790	300	PURCHASED SERVICES	24,415	40,277	411	40,688
7790	500	MATERIALS & SUPPLIES	8,503	278	0	278
7790	600	CAPITAL EXPENDITURES	3,030	2,968	(411)	2,557
7790	700	OTHER EXPENSE	7,967	8,717	0	8,717
	TOTAL	OTHER CENTRAL SERVICES	\$552,728	\$551,065	\$0	\$551,065
	SUBTOTAL - CENTRAL SERVICES		\$12,192,953	\$12,374,726	\$73,695	\$12,448,421
STUDENT TRANSPORTATION						
7800	100	SALARIES	19,056,179	18,981,176	91,869	19,073,045
7800	200	EMPLOYEE BENEFITS	7,439,746	7,427,146	0	7,427,146
7800	300	PURCHASED SERVICES	922,519	1,319,065	(7,616)	1,311,449
7800	400	ENERGY SERVICES	3,722,513	3,704,245	45,904	3,750,149
7800	500	MATERIALS & SUPPLIES	2,317,101	2,342,802	22,047	2,364,849
7800	600	CAPITAL EXPENDITURES	39,917	55,632	0	55,632
7800	700	OTHER EXPENSE	29,218	29,789	0	29,789
	TOTAL	STUDENT TRANSPORTATION	\$33,527,193	\$33,859,855	\$152,204	\$34,012,059
OPERATION OF PLANT						
7900	100	SALARIES	23,118,272	23,121,606	499	23,122,105
7900	200	EMPLOYEE BENEFITS	10,051,263	10,051,612	80	10,051,692
7900	300	PURCHASED SERVICES	15,879,630	15,748,394	(66,648)	15,681,746
7900	400	ENERGY SERVICES	23,042,202	23,113,031	(3,559)	23,109,472
7900	500	MATERIALS & SUPPLIES	1,534,015	1,870,836	110,143	1,980,979
7900	600	CAPITAL EXPENDITURES	624,956	823,715	19,742	843,457
7900	700	OTHER EXPENSE	130,342	131,307	130	131,437
	TOTAL	OPERATION OF PLANT	\$74,380,680	\$74,860,501	\$60,387	\$74,920,888
	SUBTOTAL - GENERAL SUPPORT		\$185,573,843	\$187,035,658	(\$17,402)	\$187,018,256
MAINTENANCE OF PLANT						
8100	100	SALARIES	6,767,461	6,767,461	0	6,767,461
8100	200	EMPLOYEE BENEFITS	2,903,268	2,903,492	0	2,903,492
8100	300	PURCHASED SERVICES	4,613,818	5,915,773	121,605	6,037,378
8100	400	ENERGY SERVICES	424,605	514,204	45,000	559,204
8100	500	MATERIALS & SUPPLIES	4,258,384	4,270,991	(60,105)	4,210,886
8100	600	CAPITAL EXPENDITURES	148,731	180,122	2,910	183,032
8100	700	OTHER EXPENSE	2,668,423	1,408,951	(45,000)	1,363,951
	TOTAL	MAINTENANCE OF PLANT	\$21,784,690	\$21,960,994	\$64,410	\$22,025,404
ADMIN TECHNOLOGY SERVICES						
8200	100	SALARIES	2,995,162	2,995,162	0	2,995,162
8200	200	EMPLOYEE BENEFITS	824,915	824,915	400	825,315
8200	300	PURCHASED SERVICES	726,050	694,221	361,881	1,056,102
8200	400	ENERGY SERVICES	5,550	5,550	0	5,550
8200	500	MATERIALS & SUPPLIES	110,872	117,872	12,261	130,133
8200	600	CAPITAL EXPENDITURES	125,342	194,462	(5,521)	188,941
8200	700	OTHER EXPENSE	2,016	4,506	0	4,506
	TOTAL	ADMIN TECHNOLOGY SERVICES	\$4,789,907	\$4,836,688	\$369,021	\$5,205,709
	SUBTOTAL - MAINTENANCE / ADMIN TECHNOLOGY		\$26,574,597	\$26,797,682	\$433,431	\$27,231,113

Attachment: Budget Amendment No. 7 (March 2016) (5760 : Budget Amendment No. 7 (March 2016))

FUNC- OBJECT TION	DESCRIPTION	Original Budget 9/8/2015	BUDGET AMENDMENT No. 6	Increase/ (Decrease)	BUDGET AMENDMENT No. 7
OPERATING (GENERAL) FUND - APPROPRIATIONS					
	COMMUNITY SERVICES				
9100 100	SALARIES	261,169	287,375	20,327	307,702
9100 200	EMPLOYEE BENEFITS	95,211	101,933	11,233	113,166
9100 300	PURCHASED SERVICES	118,965	110,361	(676)	109,685
9100 500	MATERIALS & SUPPLIES	41,976	47,155	3,235	50,390
9100 600	CAPITAL EXPENDITURES	1,000	2,000	0	2,000
9100 700	OTHER EXPENSE	270,380	332,969	(1,989)	330,980
TOTAL	COMMUNITY SERVICES	\$788,701	\$881,793	\$32,130	\$913,923
	DEBT SERVICE				
9200 700	OTHER EXP.	67,500	67,090	0	67,090
TOTAL	DEBT SERVICE	\$67,500	\$67,090	\$0	\$67,090
TOTAL	APPROPRIATIONS	\$831,800,000	\$842,773,677	\$2,485,240	\$845,258,917
FUND BALANCE					
2768 000	BUDGET FUND BALANCE-END NON-SPENDABLE INVENTORY	3,000,000	3,000,000	0	3,000,000
TOTAL	NON-SPENDABLE	\$3,000,000	\$3,000,000	\$0	\$3,000,000
RESTRICTED					
	STATE CARRYFORWARDS	1,500,000	1,500,000	0	1,500,000
	REFERENDUM	1,700,000	1,700,000	0	1,700,000
	WORKFORCE	20,000,000	16,216,212	(304,500)	15,911,712
TOTAL	RESTRICTED	\$23,200,000	\$19,416,212	(\$304,500)	\$19,111,712
ASSIGNED					
	ENCUMBRANCES	7,000,000	7,000,000	0	7,000,000
	CENTRAL PRINTING	1,000,000	1,000,000	0	1,000,000
	CARRYFORWARDS	15,000,000	15,000,000	0	15,000,000
TOTAL	ASSIGNED	\$23,000,000	\$23,000,000	\$0	\$23,000,000
UNASSIGNED					
TOTAL	UNASSIGNED	21,500,000	14,923,471	(77,590)	14,845,881
TOTAL	UNASSIGNED	\$21,500,000	\$14,923,471	(\$77,590)	\$14,845,881
TOTAL	ENDING FUND BALANCE	\$70,700,000	\$60,339,683	(\$382,090)	\$59,957,593
TOTAL	APPROPRIATIONS & FUND BALANCE	\$902,500,000	\$903,113,360	\$2,103,150	\$905,216,510

Attachment: Budget Amendment No. 7 (March 2016) (5760 : Budget Amendment No. 7 (March 2016))

FUNC- OBJECT TION	DESCRIPTION	Original Budget 9/8/2015	BUDGET AMENDMENT No. 6	Increase/ (Decrease)	BUDGET AMENDMENT No. 7	
<u>DEBT SERVICE FUND - ESTIMATED REVENUE</u>						
3322	000	STATE SOURCES C.O. & D.S. WITHHELD FOR DEBT SERV.	4,994,050	5,034,607	0	5,034,607
	TOTAL	STATE SOURCES	\$4,994,050	\$5,034,607	\$0	\$5,034,607
2800	000	FUND BALANCE BUDGET FUND BALANCE-BEGIN RESTRICTED	92,714	92,714	0	92,714
	TOTAL	BEGINNING FUND BALANCE	\$92,714	\$92,714	\$0	\$92,714
	TOTAL	ESTIMATED REVENUE AND FUND BALANCE	\$5,086,764	\$5,127,321	\$0	\$5,127,321
<u>DEBT SERVICE FUND - APPROPRIATIONS</u>						
9200	700	DEBT SERVICES OTHER EXPENSES	4,994,050	5,034,607	0	5,034,607
	TOTAL	DEBT SERVICES TRANSFER OF FUNDS	\$4,994,050	\$5,034,607	\$0	\$5,034,607
	TOTAL	APPROPRIATIONS	\$4,994,050	\$5,034,607	\$0	\$5,034,607
2750	000	FUND BALANCE BUDGET FUND BALANCE-END RESTRICTED	92,714	92,714	0	92,714
	TOTAL	ENDING FUND BALANCE	\$92,714	\$92,714	\$0	\$92,714
	TOTAL	APPROPRIATIONS & FD BALANCE	\$5,086,764	\$5,127,321	\$0	\$5,127,321

Attachment: Budget Amendment No. 7 (March 2016) (5760 : Budget Amendment No. 7 (March 2016))

FUNC- OBJECT TION	DESCRIPTION	Original Budget 9/8/2015	BUDGET AMENDMENT No. 6	Increase/ (Decrease)	BUDGET AMENDMENT No. 7
<u>CAPITAL OUTLAY FUND - ESTIMATED REVENUE</u>					
	STATE SOURCES				
3321 000	CO/DS DISTR TO DISTRICTS	949,927	949,927	0	949,927
3341 000	RACING COMMISSION FUNDS	223,250	223,250	0	223,250
3391 000	PUBLIC EDUCATION CAPITAL OUTLAY (PECO)	2,372,102	2,372,102	0	2,372,102
3397 000	CHARTER SCHOOL CAP OUTLAY FNDG	0	613,539	75,106	688,645
TOTAL	STATE SOURCES	\$3,545,279	\$4,158,818	\$75,106	\$4,233,924
	LOCAL SOURCES				
3413 000	DIST. CAP. IMPROVE. TAXES	100,575,953	100,575,953	0	100,575,953
3431 400	INTEREST INCOME	1,200,000	1,200,000	0	1,200,000
TOTAL	LOCAL SOURCES	\$101,775,953	\$101,775,953	\$0	\$101,775,953
TOTAL	ESTIMATED REVENUE	\$105,321,232	\$105,934,771	\$75,106	\$106,009,877
	FUND BALANCE				
2800 000	BUDGET FUND BALANCE-BEGIN RESTRICTED	139,450,795	139,450,795	0	139,450,795
	ASSIGNED	93,577	93,577	0	93,577
TOTAL	BEGINNING FUND BALANCE	\$139,544,372	\$139,544,372	\$0	\$139,544,372
TOTAL	ESTIMATED REVENUE AND FUND BALANCE	\$244,865,604	\$245,479,143	\$75,106	\$245,554,249
<u>CAPITAL OUTLAY FUND - APPROPRIATIONS</u>					
	FACILITIES ACQ. & CONST.				
7400 600	CAPITAL EXPENDITURES	181,013,079	180,421,906	(8,975)	180,412,931
TOTAL	FACILITIES ACQ. & CONST.	\$181,013,079	\$180,421,906	(\$8,975)	\$180,412,931
	DEBT SERVICE				
9200 700	OTHER EXPENSE	3,037,112	3,037,112	0	3,037,112
TOTAL	DEBT SERVICE	\$3,037,112	\$3,037,112	\$0	\$3,037,112
	TRANSFER OF FUNDS				
9700 900	TRANSFERS	32,800,000	33,413,539	75,106	33,488,645
TOTAL	TRANSFER OF FUNDS	\$32,800,000	\$33,413,539	\$75,106	\$33,488,645
TOTAL	APPROPRIATIONS	\$216,850,191	\$216,872,557	\$66,131	\$216,938,688
	FUND BALANCE				
2768 000	BUDGET FUND BALANCE-END RESTRICTED	27,930,574	28,519,451	8,975	28,528,426
	ASSIGNED	84,839	87,135	0	87,135
TOTAL	ENDING FUND BALANCE	\$28,015,413	\$28,606,586	\$8,975	\$28,615,561
TOTAL	APPROPRIATIONS & FD BALANCE	\$244,865,604	\$245,479,143	\$75,106	\$245,554,249

Attachment: Budget Amendment No. 7 (March 2016) (5760 : Budget Amendment No. 7 (March 2016))

FUNC- OBJECT TION	DESCRIPTION	Original Budget 9/8/2015	BUDGET AMENDMENT No. 6	Increase/ (Decrease)	BUDGET AMENDMENT No. 7
CONTRACTED PROGRAM FUND - ESTIMATED REVENUE					
3192 000	FEDERAL DIRECT PELL GRANTS	6,765,002	5,445,002	0	5,445,002
3199 000	OTHER MISC FEDERAL DIRECT	987,120	2,895,540	0	2,895,540
	TOTAL FEDERAL DIRECT	\$7,752,122	\$8,340,542	\$0	\$8,340,542
3201 000	FEDERAL THRU STATE VOCATIONAL EDUCATION ACT	168,361	1,880,351	0	1,880,351
3221 000	ADULT GENERAL EDUCATION	1,315,500	1,315,500	0	1,315,500
3222 000	ENGLISH LITERACY & CIVICS	156,386	156,386	0	156,386
3225 000	TITLE II PRT A TEACHER QUALITY	2,128,371	6,452,994	766,532	7,219,526
3230 000	DISABILITIES EDUCATION ACT(IDEA)	32,240,283	32,375,508	0	32,375,508
3240 000	ELEM SECONDARY EDUC (TITLE I)	8,214,395	30,257,682	0	30,257,682
3241 000	LANGUAGE INSTRUCTION (TITLE III)	159,270	688,611	152,866	841,477
3242 000	TWENTY-FIRST CENTURY SCHOOLS (TITLE IV)	76,569	574,697	0	574,697
3290 000	OTHER FEDERAL THRU STATE	2,470,435	2,911,703	0	2,911,703
	TOTAL FEDERAL THRU STATE	\$46,929,570	\$76,613,432	\$919,398	\$77,532,830
	TOTAL ESTIMATED REVENUE	\$54,681,692	\$84,953,974	\$919,398	\$85,873,372
CONTRACTED PROGRAM FUND - APPROPRIATIONS					
5100 100	BASIC (FEFP K-12) SALARIES	1,442,309	10,743,752	(47,123)	10,696,629
5100 200	EMPLOYEE BENEFITS	420,206	2,768,206	(7,095)	2,761,111
5100 300	PURCHASED SERVICES	2,896,676	3,004,741	9,320	3,014,061
5100 500	MATERIALS & SUPPLIES	5,067,333	4,835,975	211,933	5,047,908
5100 600	CAPITAL EXPENDITURES	1,561,017	1,954,705	103,126	2,057,831
5100 700	OTHER EXPENSE	7,160	5,604	0	5,604
	TOTAL BASIC (FEFP K-12)	\$11,394,701	\$23,312,983	\$270,161	\$23,583,144
5200 100	EXCEPTIONAL SALARIES	9,297,837	9,342,383	(1,032)	9,341,351
5200 200	EMPLOYEE BENEFITS	3,589,154	3,326,394	11,687	3,338,081
5200 300	PURCHASED SERVICES	348,401	307,682	(2)	307,680
5200 500	MATERIALS & SUPPLIES	114,430	108,200	2	108,202
5200 600	CAPITAL EXPENDITURES	210,067	227,338	0	227,338
	TOTAL EXCEPTIONAL	\$13,559,889	\$13,311,997	\$10,655	\$13,322,652
5300 100	CAREER EDUCATION SALARIES	52,820	315,419	(1,359)	314,060
5300 200	EMPLOYEE BENEFITS	12,037	62,405	(105)	62,300
5300 300	PURCHASED SERVICES	39,078	441,198	600	441,798
5300 500	MATERIALS & SUPPLIES	14,360	243,458	(600)	242,858
5300 600	CAPITAL EXPENDITURES	3,275	185,596	6,250	191,846
5300 700	OTHER EXPENSE	0	157,030	(6,250)	150,780
	TOTAL CAREER EDUCATION	\$121,570	\$1,405,106	(\$1,464)	\$1,403,642
5400 100	ADULT GENERAL SALARIES	200,812	168,118	0	168,118
5400 200	EMPLOYEE BENEFITS	39,190	30,257	0	30,257
5400 300	PURCHASED SERVICES	81,080	88,577	1,495	90,072
5400 500	MATERIALS & SUPPLIES	171,946	196,867	(27,495)	169,372
5400 600	CAPITAL EXPENDITURES	387,178	439,191	26,000	465,191
5400 700	OTHER EXPENSE	800	800	0	800
	TOTAL ADULT GENERAL	\$881,006	\$923,810	\$0	\$923,810
5500 100	PRE KINDERGARTEN SALARIES	0	182,033	(23,614)	158,419
5500 200	EMPLOYEE BENEFITS	0	75,078	19,114	94,192
	TOTAL PRE KINDERGARTEN	\$0	\$257,111	(\$4,500)	\$252,611
	SUBTOTAL - INSTRUCTIONAL SERVICES	\$25,957,166	\$39,211,007	\$274,852	\$39,485,859
6110 100	ATTENDANCE & SOCIAL WORK SALARIES	1,509,137	1,839,515	0	1,839,515
6110 200	EMPLOYEE BENEFITS	516,532	628,459	0	628,459
6110 300	PURCHASED SERVICES	7,783	28,370	0	28,370
6110 500	MATERIALS & SUPPLIES	0	22,594	0	22,594
6110 600	CAPITAL EXPENDITURES	0	11,745	0	11,745
	TOTAL ATTENDANCE & SOCIAL WORK	\$2,033,452	\$2,530,683	\$0	\$2,530,683

Attachment: Budget Amendment No. 7 (March 2016) (5760 : Budget Amendment No. 7 (March 2016))

FUNC- TION	OBJECT	DESCRIPTION	Original Budget 9/8/2015	BUDGET AMENDMENT No. 6	Increase/ (Decrease)	BUDGET AMENDMENT No. 7
CONTRACTED PROGRAM FUND - APPROPRIATIONS						
		GUIDANCE SERVICES				
6120	100	SALARIES	102,272	157,362	0	157,362
6120	200	EMPLOYEE BENEFITS	28,265	46,512	0	46,512
	TOTAL	GUIDANCE SERVICES	\$130,537	\$203,874	\$0	\$203,874
		HEALTH SERVICES				
6130	100	SALARIES	42,000	42,000	0	42,000
6130	200	EMPLOYEE BENEFITS	6,280	6,280	0	6,280
6130	300	PURCHASED SERVICES	640	640	0	640
	TOTAL	HEALTH SERVICES	\$48,920	\$48,920	\$0	\$48,920
		PSYCHOLOGICAL SERVICES				
6140	100	SALARIES	2,196,269	2,298,571	0	2,298,571
6140	200	EMPLOYEE BENEFITS	722,002	755,125	0	755,125
	TOTAL	PSYCHOLOGICAL SERVICES	\$2,918,271	\$3,053,696	\$0	\$3,053,696
		PARENTAL INVOLVEMENT				
6150	100	SALARIES	0	149,443	(5,741)	143,702
6150	200	EMPLOYEE BENEFITS	0	45,357	(111)	45,246
6150	300	PURCHASED SERVICES	33,469	171,669	250	171,919
6150	500	MATERIALS & SUPPLIES	188,211	182,666	10,610	193,276
6150	600	CAPITAL OUTLAY	2,000	4,312	1,511	5,823
	TOTAL	PARENTAL INVOLVEMENT	\$223,680	\$553,447	\$6,519	\$559,966
		OTHER STUDENT SUPPORT SERVICES				
6190	100	SALARIES	2,920,646	2,961,336	0	2,961,336
6190	200	EMPLOYEE BENEFITS	839,833	858,222	0	858,222
6190	300	PURCHASED SERVICES	19,182	19,182	0	19,182
	TOTAL	OTHER STUDENT SUPPORT SERVICES	\$3,779,661	\$3,838,740	\$0	\$3,838,740
	SUBTOTAL - STUDENT SUPPORT SERVICES		\$9,134,521	\$10,229,360	\$6,519	\$10,235,879
		INSTRUCTIONAL MEDIA SERVICES				
6200	600	CAPITAL OUTLAY	0	3,481	0	3,481
	TOTAL	INSTRUCTIONAL MEDIA SERVICES	\$0	\$3,481	\$0	\$3,481
		INSTRUCTION & CURRICULUM DVLP SVCS				
6300	100	SALARIES	4,878,999	7,470,878	16,158	7,487,036
6300	200	EMPLOYEE BENEFITS	1,360,021	2,087,875	(9,075)	2,078,800
6300	300	PURCHASED SERVICES	607,071	951,580	53,014	1,004,594
6300	400	ENERGY	1,000	1,000	0	1,000
6300	500	MATERIALS & SUPPLIES	254,193	240,058	1,352	241,410
6300	600	CAPITAL EXPENDITURES	57,859	157,006	2,251	159,257
6300	700	OTHER EXPENSE	28,995	62,010	(2,450)	59,560
	TOTAL	INSTRUCTION & CURRICULUM DVLP SVCS	\$7,188,138	\$10,970,407	\$61,250	\$11,031,657
		INSTRUCTIONAL STAFF TRAINING SERVICES				
6400	100	SALARIES	1,127,097	7,071,897	(113,682)	6,958,215
6400	200	EMPLOYEE BENEFITS	203,656	1,959,902	(25,544)	1,934,358
6400	300	PURCHASED SERVICES	1,457,361	2,735,905	150,603	2,886,508
6400	500	MATERIALS & SUPPLIES	1,590,425	947,274	(55,172)	892,102
6400	600	CAPITAL EXPENDITURES	183,381	238,139	(15,989)	222,150
6400	700	OTHER EXPENSE	865	865	0	865
	TOTAL	INSTRUCTIONAL STAFF TRAINING SERVICES	\$4,562,785	\$12,953,982	(\$59,784)	\$12,894,198
		INSTRUCTION RELATED TECHNOLOGY				
6500	100	SALARIES	95,310	576,650	0	576,650
6500	200	EMPLOYEE BENEFITS	32,784	212,709	(2,500)	210,209
6500	300	PURCHASED SERVICES	6,000	6,600	0	6,600
	TOTAL	INSTRUCTION RELATED TECHNOLOGY	\$134,094	\$795,959	(\$2,500)	\$793,459
	SUBTOTAL - STUDENT & INSTRUCTIONAL SUPPORT SVCS		\$21,019,538	\$34,953,189	\$5,485	\$34,958,674
		SCHOOL BOARD				
7100	300	PURCHASED SERVICES	\$750	\$0	0	\$0
	TOTAL	SCHOOL BOARD	\$750	\$0	\$0	\$0
		GENERAL ADMINISTRATION				
7200	100	SALARIES	21,441	21,441	0	21,441
7200	200	EMPLOYEE BENEFITS	3,559	3,559	0	3,559
7200	500	MATERIALS & SUPPLIES	500	500	0	500
7200	700	OTHER EXPENSE	1,589,514	2,979,881	32,155	3,012,036
	TOTAL	GENERAL ADMINISTRATION	\$1,615,014	\$3,005,381	\$32,155	\$3,037,536

Attachment: Budget Amendment No. 7 (March 2016) (5760 : Budget Amendment No. 7 (March 2016))

FUNC- OBJECT TION	DESCRIPTION	Original Budget 9/8/2015	BUDGET AMENDMENT No. 6	Increase/ (Decrease)	BUDGET AMENDMENT No. 7
CONTRACTED PROGRAM FUND - APPROPRIATIONS					
SCHOOL ADMINISTRATION					
7300 100	SALARIES	27,000	27,000	0	27,000
7300 200	EMPLOYEE BENEFITS	4,026	4,026	0	4,026
7300 300	PURCHASED SERVICES	1,035	17,786	0	17,786
7300 600	CAPITAL EXPENDITURES	18,714	20,214	0	20,214
TOTAL	SCHOOL ADMINISTRATION	\$50,775	\$69,026	\$0	\$69,026
FISCAL SERVICES					
7500 100	SALARIES	33,928	33,928	0	33,928
7500 200	EMPLOYEE BENEFITS	14,059	14,059	0	14,059
TOTAL	FISCAL SERVICES	\$47,987	\$47,987	\$0	\$47,987
PLANNING, RESEARCH, DEVELOPMENT & EVAL					
7710 300	PURCHASED SERVICES	37,500	37,500	0	37,500
7710 500	MATERIALS & SUPPLIES	3,500	3,500	0	3,500
7710 600	CAPITAL OUTLAY	140,400	215,400	0	215,400
TOTAL	PLANNING, RESEARCH, DEVELOPMENT & EVAL	\$181,400	\$256,400	\$0	\$256,400
PERSONNEL SERVICES					
7730 100	SALARIES	0	1,260,031	562,848	1,822,879
7730 200	EMPLOYEE BENEFITS	0	128,969	43,058	172,027
7730 300	PURCHASED SERVICES	24,100	31,479	0	31,479
7730 700	OTHER EXPENSE	11,300	91,821	0	91,821
TOTAL	PERSONNEL SERVICES	\$35,400	\$1,512,300	\$605,906	\$2,118,206
OTHER CENTRAL SERVICES					
7790 100	SALARIES	0	17,912	0	17,912
7790 200	EMPLOYEE BENEFITS	0	7,473	0	7,473
TOTAL	OTHER CENTRAL SERVICES	\$0	\$25,385	\$0	\$25,385
STUDENT TRANSPORTATION					
7800 300	PURCHASED SERVICES	27,303	155,951	1,000	156,951
7800 400	ENERGY SERVICES	111,611	1,310	0	1,310
TOTAL	STUDENT TRANSPORTATION	\$138,914	\$157,261	\$1,000	\$158,261
OPERATION OF PLANT					
7900 100	SALARIES	0	53,204	0	53,204
7900 200	EMPLOYEE BENEFITS	0	14,364	0	14,364
7900 300	PURCHASED SERVICES	67,741	69,658	0	69,658
7900 400	ENERGY SERVICES	15,148	15,148	0	15,148
TOTAL	OPERATION OF PLANT	\$82,889	\$152,374	\$0	\$152,374
SUBTOTAL - GEN SUPPORT SERVICES		\$2,153,129	\$5,226,114	\$639,061	\$5,865,175
ADMIN TECHNOLOGY SERVICES					
8200 100	SALARIES	0	8,359	0	8,359
8200 200	EMPLOYEE BENEFITS	0	3,446	0	3,446
TOTAL	ADMIN TECHNOLOGY SERVICES	\$0	\$11,805	\$0	\$11,805
SUBTOTAL - MAINT OF PLNT / ADMIN TECH SVS		\$0	\$11,805	\$0	\$11,805
COMMUNITY SERVICES					
9100 300	PURCHASED SERVICES	1,000	1,000	0	1,000
9100 500	MATERIALS & SUPPLIES	412,993	412,993	0	412,993
9100 600	CAPITAL EXPENDITURES	7,658	7,658	0	7,658
9100 700	OTHER EXPENSE	5,130,208	5,130,208	0	5,130,208
TOTAL	COMMUNITY SERVICES	\$5,551,859	\$5,551,859	\$0	\$5,551,859
TOTAL	APPROPRIATIONS	\$54,681,692	\$84,953,974	\$919,398	\$85,873,372

Attachment: Budget Amendment No. 7 (March 2016) (5760 : Budget Amendment No. 7 (March 2016))

FUNC- OBJECT TION	DESCRIPTION	Original Budget 9/8/2015	BUDGET AMENDMENT No. 6	Increase/ (Decrease)	BUDGET AMENDMENT No. 7
<u>AMERICAN RECOVERY AND REINVESTMENT ACT - RACE TO THE TOP - REVENUE</u>					
3214 000	FEDERAL THRU STATE RACE TO THE TOP	480,171	480,171	0	480,171
	TOTAL FEDERAL THRU STATE	\$480,171	\$480,171	\$0	\$480,171
	TOTAL ESTIMATED REVENUE	\$480,171	\$480,171	\$0	\$480,171
<u>AMERICAN RECOVERY & REINVESTMENT ACT - RACE TO THE TOP - APPROPRIATIONS</u>					
5100 500	BASIC (FEFP K-12) MATERIALS & SUPPLIES	23,361	23,361	0	23,361
5100 600	CAPITAL EXPENDITURES	8,460	8,460	0	8,460
	TOTAL BASIC (FEFP K-12)	\$31,821	\$31,821	\$0	\$31,821
6300 100	INSTRUCTION & CURRICULUM DVLP SVCS SALARIES	15,000	15,000	0	15,000
6300 200	EMPLOYEE BENEFITS	5,024	5,024	0	5,024
6300 300	PURCHASED SERVICES	126,196	126,196	0	126,196
6300 500	MATERIALS & SUPPLIES	217,962	217,962	0	217,962
6300 600	CAPITAL EXPENDITURES	12,200	12,200	0	12,200
	TOTAL INSTRUCTION & CURRICULUM DVLP SVCS	\$376,382	\$376,382	\$0	\$376,382
6400 100	INSTRUCTIONAL STAFF TRAINING SERVICES SALARIES	47,959	47,959	0	47,959
6400 200	EMPLOYEE BENEFITS	14,300	14,300	0	14,300
	TOTAL INSTRUCTIONAL STAFF TRAINING SERVICES	\$62,259	\$62,259	\$0	\$62,259
7200 700	GENERAL ADMINISTRATION OTHER EXPENSE	9,709	9,709	0	9,709
	TOTAL GENERAL ADMINISTRATION	\$9,709	\$9,709	\$0	\$9,709
	TOTAL APPROPRIATIONS	\$480,171	\$480,171	\$0	\$480,171

Attachment: Budget Amendment No. 7 (March 2016) (5760 : Budget Amendment No. 7 (March 2016))

FUNC- OBJECT TION	DESCRIPTION	Original Budget 9/8/2015	BUDGET AMENDMENT No. 6	Increase/ (Decrease)	BUDGET AMENDMENT No. 7
FOOD SERVICE FUND - ESTIMATED REVENUE					
3261	000	FEDERAL THRU STATE			
		SCHL LUNCH REIMBURSEMENT	26,005,067	25,289,928	0
3262	000	SCH BRKFST REIMBURSEMENT	9,220,649	8,102,652	0
3263	000	AFTERSCHOOL SNACK REIMBURSEMENT	856,922	856,922	0
3264	000	CHILD CARE FOOD PROGRAM	1,019,532	1,019,532	0
3265	000	USDA DONATED COMMODITIES	3,068,809	3,068,809	0
3266	000	CASH IN LIEU OF DONATED FOOD	83,832	83,832	0
3267	000	SUMMER FOOD SERVICE PROGRAM	1,956,508	1,956,508	0
3291	000	SCHOOL DINNER REIMBURSEMENT	1,243,350	0	0
TOTAL		FEDERAL THRU STATE	\$43,454,669	\$40,378,183	\$0
STATE SOURCES					
3337	000	SCHOOL BREAKFAST SUPPLEMENT	258,751	258,751	0
3338	000	SCHOOL LUNCH SUPPLEMENT	306,785	306,785	0
3399	000	OTHER MISCELLANEOUS	101,310	101,310	0
TOTAL		STATE SOURCES	\$666,846	\$666,846	\$0
LOCAL SOURCES					
3451	000	STUDENT LUNCHES	3,783,518	3,783,518	0
3453	000	ADULT BREAKFAST/LUNCHES	206,793	206,793	0
3454	000	STUDENT AND ADULT AL A CART	3,493,065	3,493,065	0
3455	000	STUDENT SNACKS	65,325	65,325	0
3456	000	OTHER FOOD SALES	34,010	34,010	0
3490	000	MISC LOCAL SOURCES	575,239	575,239	0
TOTAL		LOCAL SOURCES	\$8,157,950	\$8,157,950	\$0
TOTAL		ESTIMATED REVENUE	\$52,279,465	\$49,202,979	\$0
FUND BALANCE					
		RESTRICTED	(4,766,409)	(4,766,409)	0
TOTAL		BEGINNING FUND BALANCE	(\$4,766,409)	(\$4,766,409)	\$0
TOTAL		ESTIMATED REVENUE AND FUND BALANCE	\$47,513,056	\$44,436,570	\$0
FOOD SERVICE FUND - APPROPRIATIONS					
FOOD SERVICE					
7600	100	SALARIES	16,170,034	16,270,034	0
7600	200	EMPLOYEE BENEFITS	5,792,669	5,792,669	0
7600	300	PURCHASED SERVICES	2,149,954	2,148,296	0
7600	400	ENERGY SERVICES	833,505	833,505	0
7600	500	MATERIALS & SUPPLIES	21,089,088	21,089,088	0
7600	600	CAPITAL EXPENDITURES	1,271,964	1,273,622	0
7600	700	OTHER EXPENSE	205,550	205,550	0
TOTAL		FOOD SERVICE	\$47,512,764	\$47,612,764	\$0
TOTAL		APPROPRIATIONS	\$47,512,764	\$47,612,764	\$0
FUND BALANCE					
2768	090	BUDGET FUND BALANCE-END RESTRICTED	292	(3,176,194)	0
TOTAL		ENDING FUND BALANCE	\$292	(\$3,176,194)	\$0
TOTAL		APPROPRIATIONS & FD BALANCE	\$47,513,056	\$44,436,570	\$0

Attachment: Budget Amendment No. 7 (March 2016) (5760 : Budget Amendment No. 7 (March 2016))

FUNC- OBJECT TION	DESCRIPTION	Original Budget 9/8/2015	BUDGET AMENDMENT No. 6	Increase/ (Decrease)	BUDGET AMENDMENT No. 7
<u>INTERNAL SERVICE FUND - ESTIMATED REVENUE</u>					
3484	020 LOCAL SOURCES PREMIUM REVENUE (WC)	5,000,000	5,000,000	0	5,000,000
	TOTAL LOCAL SOURCES	\$5,000,000	\$5,000,000	\$0	\$5,000,000
	TOTAL ESTIMATED REVENUE	\$5,000,000	\$5,000,000	\$0	\$5,000,000
2780	BUDGET FUND BALANCE-BEGIN RESTRICTED	653,030	653,030	0	653,030
	TOTAL BEGINNING FUND BALANCE	\$653,030	\$653,030	\$0	\$653,030
	TOTAL ESTIMATED REVENUE AND FUND BALANCE	\$5,653,030	\$5,653,030	\$0	\$5,653,030
<u>INTERNAL SERVICE FUND - APPROPRIATIONS</u>					
7100	700 SCHOOL BOARD OTHER EXPENSE(Workers Compensation)	5,000,000	5,000,000	0	5,000,000
	TOTAL SCHOOL BOARD	\$5,000,000	\$5,000,000	\$0	\$5,000,000
	TOTAL APPROPRIATIONS	\$5,000,000	\$5,000,000	\$0	\$5,000,000
2768	FUND BALANCE RESTRICTED	653,030	653,030	0	653,030
	TOTAL ENDING FUND BALANCE	\$653,030	\$653,030	\$0	\$653,030
	TOTAL APPROPRIATIONS & FD BALANCE	\$5,653,030	\$5,653,030	\$0	\$5,653,030

Attachment: Budget Amendment No. 7 (March 2016) (5760 : Budget Amendment No. 7 (March 2016))

FUNC- OBJECT TION	DESCRIPTION	Original Budget 9/8/2015	BUDGET AMENDMENT No. 6	Increase/ (Decrease)	BUDGET AMENDMENT No. 7
<u>SELF-INSURED HEALTH INSURANCE - ESTIMATED REVENUE</u>					
	LOCAL SOURCES				
3431	INTEREST ON INVESTMENTS	0	0	5,703	5,703
3433	NET INC/DEC FAIR VALUE INVEST	0	0	(1,387)	(1,387)
3484	020 PREMIUM REVENUE	0	24,152,245	10,113,481	34,265,726
	TOTAL LOCAL SOURCES	\$0	\$24,152,245	\$10,117,797	\$34,270,042
	TOTAL ESTIMATED REVENUE	\$0	\$24,152,245	\$10,117,797	\$34,270,042
2780	BUDGET FUND BALANCE-BEGIN RESTRICTED	0	0	0	0
	TOTAL BEGINNING FUND BALANCE	\$0	\$0	\$0	\$0
	TOTAL ESTIMATED REVENUE AND FUND BALANCE	\$0	\$24,152,245	\$10,117,797	\$34,270,042
<u>SELF-INSURED HEALTH INSURANCE - APPROPRIATIONS</u>					
	INTERNAL SERVICES				
7760	200 EMPLOYEE BENEFITS	0	8,321,000	12,285,093	20,606,093
	TOTAL OTHER INTERNAL SERVICES	\$0	\$8,321,000	\$12,285,093	\$20,606,093
	TOTAL APPROPRIATIONS	\$0	\$8,321,000	\$12,285,093	\$20,606,093
2768	FUND BALANCE RESTRICTED	0	15,831,245	(2,167,296)	13,663,949
	TOTAL ENDING FUND BALANCE	\$0	\$15,831,245	(\$2,167,296)	\$13,663,949
	TOTAL APPROPRIATIONS & FD BALANCE	\$0	\$24,152,245	\$10,117,797	\$34,270,042

Attachment: Budget Amendment No. 7 (March 2016) (5760 : Budget Amendment No. 7 (March 2016))

<u>FUNC- OBJECT</u> <u>TION</u>	<u>DESCRIPTION</u>	<u>Original</u> <u>Budget</u> <u>9/8/2015</u>	<u>BUDGET</u> <u>AMENDMENT</u> <u>No. 6</u>	<u>Increase/</u> <u>(Decrease)</u>	<u>BUDGET</u> <u>AMENDMENT</u> <u>No. 7</u>
<u>PERMANENT FUND - ESTIMATED REVENUE</u>					
2800	000				
	FUND BALANCE				
	BUDGET FUND BALANCE- BEGIN				
	NON-SPENDABLE	150,412	150,412	0	150,412
TOTAL	BEGINNING FUND BALANCE	\$150,412	\$150,412	\$0	\$150,412
TOTAL	FUND BALANCE	\$150,412	\$150,412	\$0	\$150,412
TOTAL	ESTIMATED REVENUE AND FUND BALANCE	\$150,412	\$150,412	\$0	\$150,412
<u>PERMANENT FUND - APPROPRIATIONS</u>					
2768	000				
	FUND BALANCE				
	BUDGET FUND BALANCE- END				
	NON-SPENDABLE	150,412	150,412	0	150,412
TOTAL	ENDING FUND BALANCE	\$150,412	\$150,412	\$0	\$150,412
TOTAL	ESTIMATED APPROPRIATIONS AND FUND BALANCE	\$150,412	\$150,412	\$0	\$150,412

Attachment: Budget Amendment No. 7 (March 2016) (5760 : Budget Amendment No. 7 (March 2016))

ADOPTED

REQUEST FOR APPROVAL (ID # 5759)

June 14, 2016

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval of the Financial Statements for the Month Ending March 31, 2016

BACKGROUND:

The Financial Statements are a summary of the financial condition and financial activities of the school board. These statements provide a district-wide view of financial operations.

STRATEGIC DIRECTION: Effective & Efficient Use of Resources

ALTERNATIVES:

1. Approve the Financial Statements.
2. Do not approve the Financial Statements.

RECOMMENDATION:

Alternative No. 1 is recommended.

RATIONALE:

The financial records and accounts of the school board are maintained under the direction of the superintendent with approval of the board.

FINANCIAL IMPACT:

There is no financial impact to the district.

DATA SOURCES:

Catherine N. Davidson, CPA, Director of Accounting

SUBMITTED BY:

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

ATTACHMENTS:

- Financial Statements (March 2016) (PDF)

PINELLAS COUNTY SCHOOLS

OPERATING SUMMARY BY FUNCTION

For the Month Ending March 31, 2016

11.24.a

BUDGET

2015-2016

Account Number	Description	Original 15-16 Budget*	Amended 03-16 Budg Amend No 7	Year to Date Rev/Expend	Encumbrances	Budget Balances
<u>REVENUES</u>						
100	FEDERAL	\$320,000	\$320,000	\$227,485	---	\$92,515
200	FEDERAL THROUGH STATE	\$3,300,000	5,999,280	2,878,344	---	3,120,936
300	STATE	\$367,139,977	361,672,785	269,891,394	---	91,781,391
400	LOCAL	\$437,369,056	442,164,833	402,220,201	---	39,944,632
700	NON REVENUE SOURCES	\$33,100,000	33,788,645	834,007	---	32,954,638
	NON-SPENDABLE	\$5,378,285	\$5,378,285			5,378,285
	RESTRICTED	\$25,834,547	\$25,834,547			25,834,547
	ASSIGNED	\$22,827,700	\$22,827,700			22,827,700
	UNASSIGNED	\$7,230,435	\$7,230,435			7,230,435
TOTAL REVENUE AND FUND BALANCE		\$902,500,000	\$905,216,510	\$676,051,430	---	\$229,165,080
<u>EXPENDITURES</u>						
5000	INSTRUCTIONAL SERVICES	\$550,950,736	\$560,241,551	\$390,542,028	\$5,203,724	\$164,495,798
6100	PUPIL SERVICES	\$31,845,183	\$32,829,173	22,858,629	85,640	9,884,905
6200	INSTRUCTIONAL MEDIA	\$6,363,519	\$6,383,399	4,433,253	43,856	1,906,291
6300	INSTR & CURRIC DEVELOPMENT	\$10,926,087	\$11,622,555	8,106,073	66,019	3,450,463
6400	INSTRUCTIONAL STAFF DEVELOP	\$12,559,080	\$12,791,641	7,663,831	220,096	4,907,715
6500	INSTRUCTIONAL TECHNOLOGY	\$6,150,754	\$6,160,215	5,224,420	0	935,796
7100	BOARD OF EDUCATION	\$1,973,426	\$2,032,207	1,748,681	15,153	268,373
7200	GENERAL ADMINISTRATION	\$2,536,136	\$2,512,034	1,977,982	39,572	494,480
7300	SCHOOL ADMINISTRATION	\$55,182,266	\$55,497,033	39,291,422	259,021	15,946,590
7400	FACILITIES ACQ & CONSTRUCTION	\$1,109,947	\$827,926	2,241,149	77,491	(1,490,714)
7500	FISCAL SERVICES	\$4,388,435	\$4,484,881	2,841,537	103,032	1,540,313
7600	FOOD SERVICES	\$282,807	\$282,807	139,914	0	142,893
7700	CENTRAL SERVICES	\$12,192,953	\$12,448,421	8,903,301	504,303	3,040,817
7800	TRANSPORTATION	\$33,527,193	\$34,012,059	22,095,229	71,913	11,844,917
7900	OPERATION OF PLANT	\$74,380,680	\$74,920,888	54,665,434	301,933	19,953,521
8100	MAINTENANCE OF PLANT	\$21,784,690	\$22,025,404	16,109,198	1,669,711	4,246,495
8200	ADMINISTRATIVE TECHNOLOGY	\$4,789,907	\$5,205,709	4,003,961	297,745	904,003
9100	COMMUNITY SERVICES	\$788,701	\$913,923	568,782	4,169	340,973
9200	DEBT SERVICE	\$67,500	\$67,090	0	0	67,090
9700	TRANSFERS	\$0	\$0	0	0	0
	<i>Totals: Appopr., Expend. & Encumb.</i>	\$831,800,000	\$845,258,917	\$593,414,824	\$8,963,377	\$242,880,716
	NON-SPENDABLE	3,000,000	3,000,000			\$3,000,000
	RESTRICTED	23,200,000	19,111,712			\$19,111,712
	ASSIGNED	23,000,000	23,000,000			\$23,000,000
	UNASSIGNED	21,500,000	14,845,881			\$14,845,881
TOTAL EXPENDITURES AND FUND BALANCE		\$902,500,000	\$905,216,510	\$593,414,824	\$8,963,377	\$302,838,310

EXCESS OF REVENUES OVER EXPENDITURES

\$82,636,606

*Approved at Second Public Hearing on September 8, 2015

Subject to minor rounding

Packet Pg. 137

Attachment: Financial Statements (March 2016) (5759 : Financial Statements (March 2016))

PINELLAS COUNTY SCHOOLS

OPERATING SUMMARY BY OBJECT

For the Month Ending March 31, 2016

11.24.a

BUDGET
2015-2016

Account Number	Description	Original 15-16 Budget*	Amended 03-16 Budg Amend No 7	Year to Date Rev/Expend	Encumbrances	Budget Balances
<i>REVENUES</i>						
100	FEDERAL	\$320,000	\$320,000	\$227,485	---	\$92,515
200	FEDERAL THROUGH STATE	3,300,000	5,999,280	2,878,344	---	3,120,936
300	STATE	367,139,977	361,672,785	269,891,394	---	91,781,391
400	LOCAL	437,369,056	442,164,833	402,220,201	---	39,944,632
700	NON REVENUE SOURCES	33,100,000	33,788,645	834,007	---	32,954,638
	NON-SPENDABLE	5,378,285	5,378,285			5,378,285
	RESTRICTED	25,834,547	25,834,547			25,834,547
	ASSIGNED	22,827,700	22,827,700			22,827,700
	UNASSIGNED	7,230,435	7,230,435			7,230,435
TOTAL REVENUE AND FUND BALANCE		<u>\$902,500,000</u>	<u>\$905,216,510</u>	<u>\$676,051,430</u>	<u>---</u>	<u>\$229,165,080</u>
<i>EXPENDITURES</i>						
100	SALARIES	\$522,571,046	\$524,331,088	\$369,776,742	\$0	\$154,554,345
200	EMPLOYEE BENEFITS	\$160,776,516	162,131,974	118,666,597	0	43,465,377
300	PURCHASED SERVICES	\$76,187,119	83,694,408	57,839,593	4,955,263	20,899,552
400	ENERGY SERVICES	\$27,470,554	27,492,889	18,458,038	8	9,034,843
500	MATERIALS AND SUPPLIES	\$24,468,994	22,549,405	16,296,243	2,553,198	3,699,963
600	EQUIPMENT OTHER EXPENSES	\$14,768,064	20,555,198	10,082,146	1,387,049	9,086,003
700	OTHER EXPENSES	\$5,557,708	4,503,956	2,295,465	67,859	2,140,633
900	TRANSFERS	\$0	0	0		0
	<i>Totals: Appropri., Expend. & Encumb.</i>	<u>\$831,800,000</u>	<u>\$845,258,917</u>	<u>\$593,414,824</u>	<u>\$8,963,377</u>	<u>\$242,880,716</u>
	NON-SPENDABLE	3,000,000	3,000,000			3,000,000
	RESTRICTED	23,200,000	19,111,712			19,111,712
	ASSIGNED	23,000,000	23,000,000			23,000,000
	UNASSIGNED	21,500,000	14,845,881			14,845,881
TOTAL EXPENDITURES AND FUND BALANCE		<u>\$902,500,000</u>	<u>\$905,216,510</u>	<u>\$593,414,824</u>	<u>\$8,963,377</u>	<u>\$302,838,310</u>
EXCESS OF REVENUES OVER EXPENDITURES				<u>\$82,636,606</u>		

*Approved at Second Public Hearing on September 8, 2015

Subject to minor rounding

Attachment: Financial Statements (March 2016) (5759 : Financial Statements (March 2016))

PINELLAS COUNTY SCHOOLS
FOOD SERVICE SUMMARY
 For the Month Ending March 31, 2016

BUDGET
 2015-2016

Account Number	Description	Original 15-16 Budget*	Amended 03-16 Budg Amend No 7	Year to Date Rev/Expend	Encumbrances	Budget Balances
REVENUES						
100	FEDERAL				---	\$0
200	FEDERAL THROUGH STATE	43,454,669	40,378,183	31,805,763	---	8,572,420
300	STATE	666,846	666,846	766,665	---	(99,819)
400	LOCAL	8,157,950	8,157,950	5,732,304	---	2,425,646
700	NON REVENUE SOURCES				---	0
	NON-SPENDABLE					0
	RESTRICTED	(4,766,409)	(4,766,409)			(4,766,409)
	TOTAL ESTIMATED REVENUE				---	0
	AND FUND BALANCE	<u>\$47,513,056</u>	<u>\$44,436,570</u>	<u>\$38,304,733</u>	---	<u>\$6,131,837</u>
EXPENDITURES						
100	SALARIES	\$16,170,034	\$16,270,034	12,033,431	\$0	\$4,236,603
200	EMPLOYEE BENEFITS	5,792,669	5,792,669	4,012,057	0	1,780,612
300	PURCHASED SERVICES	2,149,954	2,149,954	1,396,731	365,605	387,619
400	ENERGY SERVICES	833,505	833,505	721,810	0	111,695
500	MATERIALS AND SUPPLIES	21,089,088	21,089,088	16,263,102	147,668	4,678,318
600	EQUIPMENT OTHER EXPENSES	1,271,964	1,271,964	807,679	215,342	248,943
700	OTHER EXPENSES	205,550	205,550	114,368	0	91,182
900	TRANSFERS					0
	<i>Totals: Apprpr., Expend. & Encumb.</i>	<u>\$47,512,764</u>	<u>\$47,612,764</u>	<u>\$35,349,178</u>	<u>\$728,615</u>	<u>\$11,534,970</u>
	NONSPENDABLE					0
	RESTRICTED	292	(3,176,194)			(3,176,194)
	TOTAL EXPENDITURES					
	AND FUND BALANCE	<u>\$47,513,056</u>	<u>\$44,436,570</u>	<u>\$35,349,178</u>	<u>\$728,615</u>	<u>\$8,358,776</u>
	EXCESS OF REVENUES OVER EXPENDITURES			<u>\$2,955,554</u>		

*Approved at Second Public Hearing on September 8, 2015

Subject to minor rounding

PINELLAS COUNTY SCHOOLS

FINANCIAL SUMMARY - ALL FUNDS

For the Month Ending March 31, 2016

	2015-2016 Original Budget*	2015-2016 Amended Budget Budg Amend No 7	Year-to-Date Expenditures	Percent of Budget Expended	Percent of Approp. Expended	Encumbrances	Budget Balance	Percent of Budget Remaining
Operating	\$902,500,000	\$905,216,510	\$593,414,824	65.6%	70.2%	\$8,963,377	\$302,838,310	33.5%
Debt Service	5,086,764	5,127,321	0	0.0%	0.0%	0	\$5,127,321	100.0%
Capital Outlay	244,865,604	245,554,249	65,056,943	26.5%	30.0%	35,258,525	\$145,238,781	59.1%
School Food Service	47,513,056	44,436,570	35,349,178	79.5%	74.2%	728,615	\$8,358,776	18.8%
Contracted Programs	54,681,692	85,873,372	46,932,558	54.7%	54.7%	3,590,575	\$35,350,239	41.2%
Self Insured Health Insurance		34,270,042	20,606,093	60.1%	515.2%	0	\$13,663,949	
ARRA Race to the Top	480,171	480,171	389,160	81.0%	9.7%	0	\$91,011	19.0%
Worker's Compensation	4,692,015	4,692,015	(213,896)	-4.6%	-5.3%	0	\$4,905,911	104.6%
Liability Insurance	961,015	961,015	83,099	8.6%	8.3%	0	\$877,916	91.4%
Permanent Fund	150,412	150,412	0	0.0%	0.0%	0	\$150,412	100.0%
Totals- All Funds	1,260,930,729	\$1,326,761,677	\$761,617,958	57.4%	62.1%	\$48,541,092	\$516,602,627	38.9%

*Approved at Second Public Hearing on September 8, 2015

Subject to minor rounding

PINELLAS COUNTY SCHOOLS

COMBINED BALANCE SHEET

ALL FUND TYPES AND ACCOUNT GROUPS

For the Month Ending March 31, 2016

ASSETS AND OTHER DEBITS

CASH	\$13,488,661
INVESTMENTS	439,585,725
TAXES RECEIVABLE	0
RECEIVABLES	7,249,408
ALLOWANCE FOR DOUBTFUL ACCOUNTS	
DUE FROM OTHERS	85,015,903
DEPOSITS RECEIVABLE	0
INVENTORY	4,275,307
PREPAID EXPENSES/ACCRUED INTEREST	460,686
LAND	130,828,015
BUILDINGS/FIXED EQUIPMENT	2,324,006,056
FURNITURE, FIXTURES & EQUIPMENT	144,096,797
VEHICLES	55,492,768
CONSTRUCTION IN PROGRESS	62,629,864
CAPITAL LEASES	52,846,795
COMPENSATED ABSENCES	88,925,215
OTHER AMOUNTS TO BE PROVIDED	25,103,899
TOTAL ASSETS AND OTHER DEBITS	<u>\$3,434,005,098</u>
ESTIMATED REVENUE	\$1,129,816,591
ENCUMBRANCES	48,541,092
EXPENDITURES	<u>761,617,958</u>
GRAND TOTAL	<u><u>\$5,373,980,739</u></u>

LIABILITIES, DEFERRED INFLOWS, AND FUND EQUITIES

WAGES PAYABLE	\$0
PAYROLL DEDUCTIONS PAYABLE	42,972,990
ACCOUNTS PAYABLE	0
CONSTRUCTION CONTRACTS PAYABLE	0
DUE TO OTHERS	76,575,410
RETAINAGE PAYABLE	4,368,863
ACCRUED INTEREST PAYABLE	0
MATURED BONDS & INTEREST PAYABLE	884
DEPOSITS AND SALES TAX PAYABLE	54,161
BONDS PAYABLE & NOTES PAYABLE	106,056,399
CAPITAL LEASE OBLIG. & JUDGEMENTS	9,047,500
ESTIMATED LIABILITY - LONG TERM CLAIM	10,382,261
UNEARNED REVENUE	1,853,794
COMPENSATED ABSENCES	88,925,215
TOTAL LIABILITIES	<u>\$340,237,477</u>
DEFERRED REVENUE - UNAVAILABLE	129,544
TOTAL DEFERRED INFLOWS OF RESOURCES	<u>\$129,544</u>
INVESTMENT IN FIXED ASSETS	\$2,769,900,295
RESERVE FOR ENCUMBRANCES	48,541,092
OTHER DESIGNATED BALANCES	39,253,343
OTHER UNDESIGNATED BALANCES	(3,176,194)
NON-SPENDABLE (OPERATING)	3,000,000
RESTRICTED (OPERATING)	19,111,712
ASSIGNED (OPERATING)	23,000,000
UNASSIGNED (OPERATING)	14,845,881
TOTAL FUNDS EQUITIES	<u>\$2,914,476,129</u>
TOTAL LIABILITIES, DEFERRED INFLOWS	
OF RESOURCES AND FUND EQUITIES	<u>\$3,254,843,149</u>
APPROPRIATIONS	
REVENUE	<u>\$1,226,804,611</u>
GRAND TOTAL	<u><u>892,332,978</u></u>
GRAND TOTAL	<u><u>\$5,373,980,739</u></u>

*Approved at Second Public Hearing on September 8, 2015

Subject to minor rounding

ADOPTED

REQUEST FOR APPROVAL (ID # 5763)

June 14, 2016

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval of the Investment Portfolio Financial Statements for the Quarter Ended March 31, 2016

BACKGROUND:

The Quarterly Investment Report is a quarterly and year-to-date summary of the portfolio performance.

STRATEGIC DIRECTION: Effective & Efficient Use of Resources

ALTERNATIVES:

1. Approve the Investment Portfolio Financial Statements
2. Do not approve the Investment Portfolio Financial Statements

RECOMMENDATION:

Alternative No. 1 is recommended.

RATIONALE:

The most recent quarterly unaudited financial statements of the board's investment activities are included herein. The board's approval of this approach to investments has resulted in greater investment income than previously obtainable. The format includes comparative information with respect to earnings performance. The actual and Pro Forma information are condensed to facilitate comparisons. The quarterly investment report includes two benchmarks for comparison. Benchmark 1 is a composite of the market indices and Benchmark 2 is the Florida Prime (formerly SBA LGIP) fund.

FINANCIAL IMPACT:

The Managed Investment Program (MIP) earnings for the quarter ended March 31, 2016, totaled \$1,416,623 after recognizing a market value adjustment of \$213,097. For the quarter, the MIP outperformed the weighted average index (WAI) (Benchmark 1) by \$841,329. For the quarter, the MIP outperformed the State Board of Administration (Benchmark 2) by \$824,188. The MIP earnings have exceeded the potential State Board of Administration by \$34,624,028 since inception (as noted in footnote 3). The district's MIP currently has an unrealized market loss of \$1,527,652. Since the district's policy is to buy and hold securities, this loss will eventually be returned as principal is returned, or bonds mature. If the district's bonds were priced at par (100) as of March 31, 2016, the district's cumulative return over the SBA would be \$36,151,680.

DATA SOURCES:

Andrew S. Jacobsen, Manager, Cash & Investments
 Investment Oversight Committee

Request for Approval (ID # 5763)

Meeting of June 14, 2016

SUBMITTED BY:

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

ATTACHMENTS:

- Investment Portfolio Financial Statements for the Quarter Ended March 31, 2016 (PDF)

Quarterly Investment Report

March 31, 2016

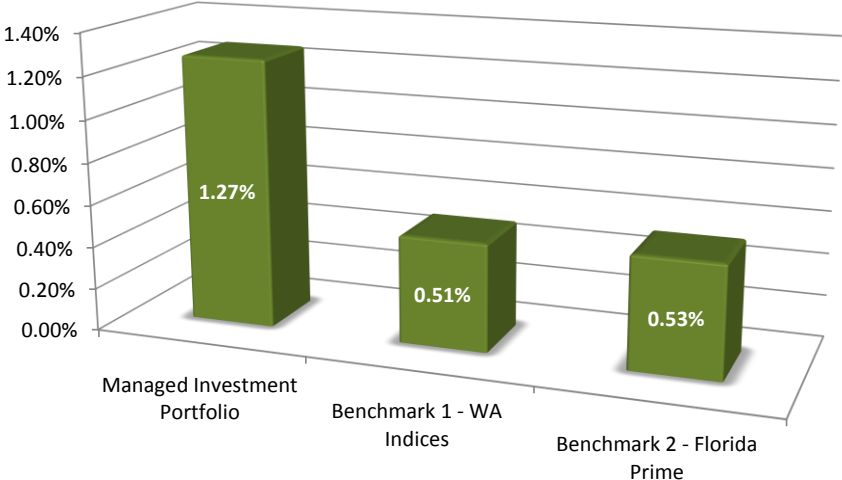


prepared by Cash Management Department

Table of Contents

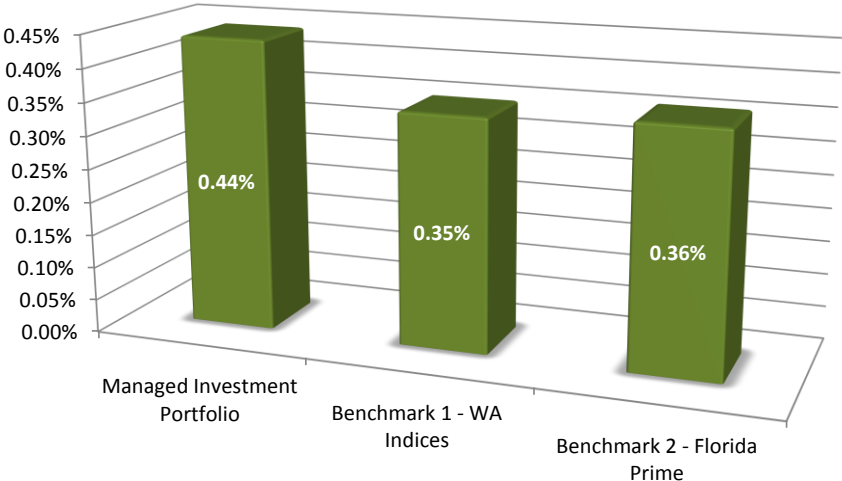
Section	Page
Yield Comparison Charts	1
Portfolio Composition Charts	2
Asset Value and Income Statement	3
Total Investment Value	4
Yield Comparison Analysis	6
Notes to Quarterly Report	7
Risk Disclosures	8

Yield Comparison Current Quarter



The yield on the district’s managed investment program was 1.27% for the quarter ended March 31, 2016.

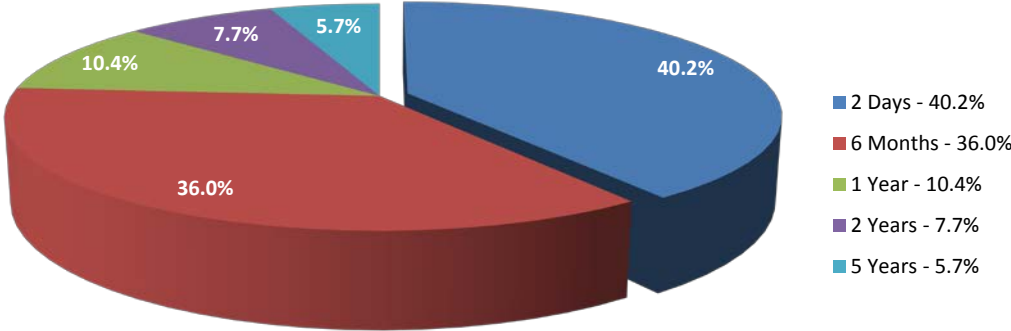
Yield Comparison Year to Date



The yield on the district’s managed investment program was 0.44% for the fiscal year ended March 31, 2016.

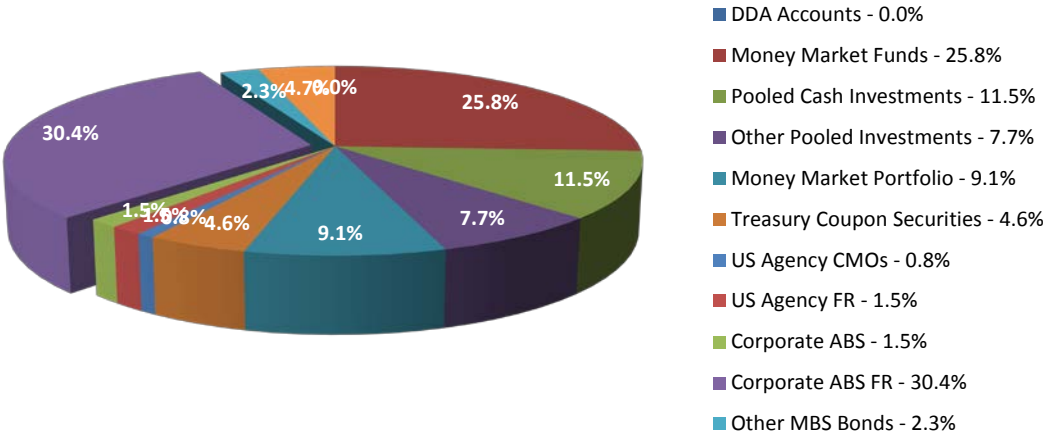
Attachment: Investment Portfolio Financial Statements for the Quarter Ended March 31, 2016 (5763 : Investment Portfolio Financial Statements

Investments by Duration March 31, 2016



The above chart breaks down the duration of the district’s investment by time frame. The largest category, 2 days duration, represents liquid cash that can be accessed within 2 days. The other categories represent investments whose modified duration falls within that time frame.

Investments by Type March 31, 2016



The above chart breaks down the district’s portfolio by investment type. For example, the largest category is Corporate Asset Backed Securities (ABS) representing 30.4% of the portfolio.

Pinellas County Schools
Quarterly Investment Report

March 31, 2016
Asset Value and Income Statement

Portfolio Assets

	<u>3/31/16</u>	<u>6/30/15</u>
Investment in U.S. Treasury and Agency Securities:		
Investments (securities at market value)	\$240,545,723	\$202,483,371
Other Pooled Investments	33,870,114	32,114,690
State Board of Administration Fund B	0	38,381
Accrued Interest Receivable and Prepaid Interest	378,952	443,507
Total U.S. Treasury and Agency Securities	<u>\$274,794,790</u>	<u>\$235,079,949</u>
Cash Investments		
Money market funds	112,661,237	6,594,056
Pooled Cash Investments	50,058,643	0
Bank accounts (DDA & MMA)	46,094	6,726,605
Total Cash Investments	<u>\$162,765,973</u>	<u>\$13,320,662</u>
Total Managed Investment Portfolio Value	<u><u>\$437,560,763</u></u>	<u><u>\$248,400,610</u></u>

Portfolio Income

	<u>Quarter End</u> <u>3/31/16</u>	<u>Y-T-D</u> <u>3/31/16</u>	<u>Prior Year</u> <u>6/30/15</u>
Interest Earned			
U.S. Government Securities & Other Pooled Accounts	955,170	2,676,171	5,641,219
Money Market Funds	248,356	431,524	25,941
Bank Accounts	0	10,384	30,051
Total Interest Earned	<u>1,203,526</u>	<u>3,118,079</u>	<u>5,697,211</u>
Net increase/(decrease) in fair value of investments - Note 2	<u>213,097</u>	<u>(2,049,528)</u>	<u>(1,761,967)</u>
Total Managed Investment Portfolio Earnings	<u><u>\$1,416,623</u></u>	<u><u>\$1,068,551</u></u>	<u><u>\$3,935,244</u></u>

Yield Comparison - Page 5

	<u>Quarter End</u> <u>3/31/16</u>	<u>Y-T-D</u> <u>3/31/16</u>	<u>Prior Year</u> <u>6/30/15</u>
<i>Managed Investment Portfolio</i>			
Annualized Rate of Return	1.27%	0.44%	0.95%
<i>Benchmark 1 - Weighted Average of Comparable Indices</i>			
Annualized Rate of Return	0.51%	0.35%	0.31%
Managed Investment Portfolio Yield vs. Benchmark 1	<u>0.76%</u>	<u>0.09%</u>	<u>0.64%</u>
<i>Benchmark 2 - Florida Prime MMF (SBA LGIP)</i>			
Annualized Rate of Return	0.53%	0.36%	0.18%
Managed Investment Portfolio Yield vs. Benchmark 2	<u>0.74%</u>	<u>0.08%</u>	<u>0.77%</u>

The notes on page 8 are an integral part of this statement.

Pinellas County Schools
Quarterly Investment Report

March 31, 2016
Total Investment Value

Security Description	CUSIP	Book Value	Market Value	Unrealized Gain/Loss	Prepaid & Accrued Interest	Total Investment Value	Rtg	Mod. Dur.	% of Port
Money Market Portfolio									
ABBYCT 0% CP	00280NG79	19,961,075	19,961,075	0	0	\$19,961,075	P-1	0.27	4.6%
ANGLES 0% CP	0347M2GE0	19,957,691	19,957,691	0	0	\$19,957,691	P-1	0.29	4.6%
subtotal		\$39,918,766	\$39,918,766	\$0	\$0	\$39,918,766	P-1	0.28	9.1%
Treasury Coupon Securities									
UST 1.375%	912828L65	19,985,033	20,167,200	182,167	751	\$20,167,951	Aaa	4.35	4.6%
subtotal		\$19,985,033	\$20,167,200	\$182,167	\$751	\$20,167,951	AAA	4.35	4.6%
US Agency CMOs									
FHR 4039 JA	3137AQNA2	3,611,627	3,551,343	(60,284)	4,526	\$3,555,868	Aaa	3.33	0.8%
subtotal		\$3,611,627	\$3,551,343	(\$60,284)	\$4,526	\$3,555,868	AAA	3.33	0.8%
US Agency FR									
FNR 07-114 A6	31396X3Q5	1,143,172	1,140,948	(2,223)	149	\$1,141,097	Aaa	2.36	0.3%
FNR 04-79 FP	31394BFD1	5,546,891	5,539,686	(7,205)	(529)	\$5,539,157	Aaa	0.15	1.3%
subtotal		\$6,690,063	\$6,680,635	(\$9,428)	(\$380)	\$6,680,254	AAA	0.53	1.5%
Corporate ABS									
HERTZ 13-1A A1	42805RBL2	6,488,970	6,481,648	(7,322)	(3,268)	\$6,478,380	Aaa	0.23	1.5%
subtotal		\$6,488,970	\$6,481,648	(\$7,322)	(\$3,268)	\$6,478,380	AAA	0.23	1.5%
Corporate ABS FR									
JPMCC 06-LDP7A4	46628FAF8	13,116,159	12,844,193	(271,965)	63,035	\$12,907,228	Aaa	0.00	2.9%
AMOT 15-2 A1	02005AFD5	15,022,153	15,030,600	8,447	10,450	\$15,041,050	Aaa	0.21	3.4%
CHAIT 12-A10A10	161571FT6	17,569,312	17,596,480	27,168	5,122	\$17,601,602	AAA	0.21	4.0%
CHAIT 13-A8 A8	161571GC2	18,602,620	18,612,834	10,214	8,349	\$18,621,183	Aaa	0.54	4.3%
COMET 13-A3 A3	14041NEM9	14,991,858	15,008,550	16,692	6,400	\$15,014,950	AAA	0.62	3.4%
FORDF 14-2 A	34528QDA9	10,901,658	10,782,644	(119,014)	4,414	\$10,787,059	Aaa	0.20	2.5%
GEDFT 14-1 A	36159LCK0	15,972,341	15,931,040	(41,301)	4,427	\$15,935,467	Aaa	0.22	3.6%
NGN 2010-R3 1A	62888WAA4	9,913,009	9,838,683	(74,326)	6,540	\$9,845,223	Aaa	0.10	2.3%

Attachment: Investment Portfolio Financial Statements for the Quarter Ended March 31, 2016 (5763 :

Pinellas County Schools
Quarterly Investment Report

March 31, 2016
Total Investment Value

Security Description	CUSIP	Book Value	Market Value	Unrealized Gain/Loss	Prepaid & Accrued Interest	Total Investment Value	Rtg	Mod. Dur.	% of Port
Corporate ABS FR (cont'd)									
SDART 14-4 A3	80283YAD7	9,058,008	9,058,020	12	4,349	\$9,062,370	Aaa	0.23	2.1%
WLAKE 2015-1AA2	96042AAB1	8,297,961	8,270,646	(27,316)	4,306	\$8,274,951	AAA	0.29	1.9%
subtotal		\$133,445,079	\$132,973,690	(\$471,389)	\$117,393	\$133,091,083	AAA	0.28	30.4%
Other MBS Bonds									
JPMCC 04-LN2 A2	46625YCV3	593,807	582,377	(11,430)	2,480	\$584,857	Aaa	0.19	0.1%
WBCMT 06-C26 A3	92977RAD8	10,247,678	9,665,178	(582,500)	48,400	\$9,713,578	Aaa	0.13	2.2%
subtotal		\$10,841,485	\$10,247,555	(\$593,930)	\$50,880	\$10,298,435	AAA	0.13	2.3%
Other MBS Bonds FR									
SBA 522203	83165AU44	11,971,164	11,745,503	(225,661)	77,865	\$11,823,367	Aaa	0.54	2.7%
SBA 522179	83165AUC6	8,878,120	8,779,384	(98,736)	56,913	\$8,836,297	Aaa	0.46	2.0%
subtotal		\$20,849,284	\$20,524,887	(\$324,397)	\$134,778	\$20,659,665	AAA	0.51	4.7%
Cash, MMFs, & Investment Pools									
Bank Accounts ¹	N/A	46,094	46,094	0	0	46,094	NR	1d	0.0%
Money Market Funds ¹	N/A	112,661,237	112,661,237	0	14,627	112,675,863	AAAm	37d	25.8%
FL FIT (CP Portfolio) ^{1,2}	140021420B	50,058,643	50,058,643	0	0	50,058,643	NR	42d	11.5%
FL FIT (1-3 Yr Portfolio) ³	140021420	34,113,183	33,870,114	(243,069)	0	33,870,114	AA	1.01	7.7%
subtotal		\$196,879,157	\$196,636,088	(\$243,069)	\$14,627	\$196,650,715	AA+	1.01	45.0%
Managed Investment Program		\$438,709,463	\$437,181,811	(\$1,527,652)	\$319,307	\$437,501,118	AAA-	0.73	

¹Figure shown is Weighted Average Maturity, or WAM, instead of Modified Duration
²Shares of the Core Fund were transferred into the Florida Fixed Income Trust (FL FIT), 1-3 Yr Portfolio.
³The FL FIT Commercial Paper (CP) Portfolio is in the process of being rated by S&P.
 Unrealized Gain/Loss as a percent of total market value: -0.35%

Attachment: Investment Portfolio Financial Statements for the Quarter Ended March 31, 2016 (5763 :

Pinellas County Schools
Quarterly Investment Report

March 31, 2016
Yield Comparison

	Quarter End 3/31/16	Y-T-D 3/31/16	Prior Year 6/30/15
Average Invested Value of Managed Investment Portfolio	\$447,780,505	\$324,698,989	\$415,617,146
Managed Investment Portfolio Yield			
Total Managed Investment Portfolio Earnings	\$1,416,623	\$1,068,551	\$3,935,244
<i>Managed Investment Portfolio Annualized Rate Of Return</i>	1.27%	0.44%	0.95%
Benchmark 1 - Weighted Average of Comparable Indices			
Pro Forma Interest Earnings:			
Quarter Ended 6/30/16			1,295,583
Quarter Ended 3/31/16	569,918	569,918	
Quarter Ended 12/31/15		22,224	
Quarter Ended 9/30/15		256,049	
Total Pro Forma Benchmark 1 Earnings	\$569,918	\$848,190	\$1,295,583
<i>Benchmark 1 Annualized Rate Of Return</i>	0.51%	0.35%	0.31%
Benchmark 2 - Florida Prime (SBA LGIP)			
Pro Forma Interest Earnings:			
Quarter Ended 6/30/16			554,804
Quarter Ended 3/31/16	587,058	587,058	
Quarter Ended 12/31/15		177,494	
Quarter Ended 9/30/15		112,409	
Total Pro Forma Benchmark 2 Earnings	\$587,058	\$876,961	\$554,804
<i>Benchmark 2 Annualized Rate Of Return</i>	0.53%	0.36%	0.18%
Earnings Comparison			
<i>Annualized Rate of Return</i>			
Managed Investment Portfolio vs. Benchmark 1	0.76%	0.09%	0.64%
Managed Investment Portfolio vs. Benchmark 2	0.74%	0.08%	0.77%
<i>Dollar Earnings</i>			
Managed Investment Portfolio vs. Benchmark 1	\$846,705	\$220,361	\$2,639,661
Managed Investment Portfolio vs. Benchmark 2	\$829,565	\$191,590	\$3,380,440

Attachment: Investment Portfolio Financial Statements for the Quarter Ended March 31, 2016 (5763 : Investment Portfolio Financial Statements

Note 1 – Securities Valuation

Starting June 30, 1997, Investments are valued at current market value. Prior to August 12, 1992 all cash was invested with the SBA. The Managed Investment Program (MIP) refers to assets actively managed for higher earnings than what would be achieved if all surplus district cash were held in a deposit account. Cash needed for current expenditures is held in interest bearing deposit accounts, money market funds, and pooled investment accounts. Bonds are priced by comparing the current coupon to the yield an investor would get if they purchased a similar bond in the open market as of the pricing date. An inverse relationship exists between yield and price. When yields rise, market prices fall, conversely when yields fall, market prices rise. The district uses the custodian's market prices to value its securities at month-end. The custodian purchases its pricing from IDC, Interactive Data Corporation. IDC is a provider of global investment market data to the financial industry.

Note 2 – Calculation of Net increase/(decrease) in fair value of investments

The Governmental Accounting Standards Board (GASB) Statement 31 requires that all Governmental entities must adjust the book value of most investment securities to current market value. Securities with a fixed coupon and a final maturity of less than one year are exempt. Since most securities held by money market funds meet the above criteria, investments in money market funds are also exempt. The amount of the adjustment will be netted against interest earned for the reporting period. Securities exempt from GASB 31 will be recorded on the books at amortized cost.

At month end, the market prices from the district' custodian, will be used to calculate the change in fair value from the prior month. The changes in value and interest earnings are booked to the general ledger in separate revenue functions. Since the district's strategy is to buy and hold, over time, the net of the change in value and interest earnings should closely approximate the purchase yield of the portfolio. The following table summarizes the relationship between realized gains and losses and the adjustment to fair value per GASB 31.

March 31, 2016	<u>Quarter End</u>	<u>Fiscal Y-T-D</u>	<u>Prior Fiscal Year</u>
Realized Gains/Losses	0	(1,041,043)	(4,736,553)
MV Adjustment for Period	213,097	(1,008,485)	2,974,586
Net Incr/(Decr) in fair value of investments	<u>213,097</u>	<u>(2,049,528)</u>	<u>(1,761,967)</u>

Note 3 – Cumulative Return Over the SBA

For the fiscal year-to-date, the Managed Investment Portfolio's (MIP) earnings were greater than the State Board of Administration's (SBA) local government investment pool by \$191,590. Since August 1992, the MIP's cumulative earnings were over the SBA by 34,624,028.

Note 4 – Effect of Unrealized Gains and Losses on Income

The district's MIP currently has an unrealized loss of \$1,527,652. This figure has been netted against interest income. If the district's bonds were priced at par (100) as of March 31, 2016, the district's cumulative earnings over the SBA would be \$36,151,680.

Note 5 – Implied Ratings on US Agency Mortgage-Backed Securities

Mortgage-backed securities (MBS), including pools and Collateralized Mortgage Obligations (CMO), issued by US government agencies (GNMA, FNMA, and FHLMC) are not rated by the any rating agency. This is due to the implicit, in the case of FNMA and FHLMC, and explicit, in the case of GNMA, backing of

the United States government. An implied rating based on the sovereign rating of US government issued debt is used. Currently this rating is AAA.

Credit Risk

The district's Investment Policy (6144) permits investments in US government and US government guaranteed bonds, Federal agency (Government Sponsored Enterprise, GSE) bonds, collateralized bonds, and short-term, money market investments. The district has \$139,455,338 in corporate asset-backed securities. The credit enhancements, short duration, and high ratings of these bonds demonstrate the safety and liquidity of these bonds. Securities in the Exempt category include U.S. Government obligations and obligations with an explicit U.S. Government guarantee. The non-compliant category consists of the district's investment in SBA Fund B accounts. This investment is frozen by the SBA. Money is distributed as the investments in the fund return principal or mature.

Credit Risk

Investment Category	Market Value	Average Rating
Cash	\$196,636,088	AA+
Money Market Portfolio	\$39,918,766	P-1
Treasury Coupon Securities	\$20,167,200	AAA
US Agency CMOs	\$3,551,343	AAA
US Agency FR	\$6,680,635	AAA
Corporate ABS	\$6,481,648	AAA
Corporate ABS FR	\$132,973,690	AAA
Other MBS Bonds	\$10,247,555	AAA
Other MBS Bonds FR	\$20,524,887	AAA
Portfolio	\$437,181,811	AAA-

Concentration of Credit Risk

The district's Investment Policy (6144) permits investments in US government and US government guaranteed bonds, Federal agency (Government Sponsored Enterprise, GSE) bonds, collateralized bonds, and short-term, money market investments. For this reason, the Policy does not separately address concentration of credit risk. The Manager, Cash & Investments is allowed to invest up to 5% of the total portfolio value in bonds that are not otherwise permitted under the Funds Management Policy. The concentration risk of these investments is 5%.

Securities exempt from Concentration of Credit Risk disclosure include U.S. Government obligations and obligations with an explicit U.S. Government guarantee. In addition, investment pools and money market fund investments are also exempt.

Concentration of Credit Risk

Issuer	Percent of Total	Market Value	Issuer Full Name
EX	44.98%	\$196,636,088	Exempt
CHASE	8.28%	36,209,314	Chase Issuance Trust

Securities Where Issuer Represents More Than 5% of Portfolio

Issuer	CUSIP	Market Value	Description
CHASE	161571G2	18,583,260.00	CHAIT 13-A8 A8
CHASE	161571FT6	17,541,040.00	CHAIT 12-A10A10

Interest Rate Risk

The district's Investment Policy (6144) requires the average duration of the portfolio to be less than five years.

Modified Duration Risk

Modified duration expresses the amount of time in years until half of the principal is returned. This calculation takes into account the coupon rate, interest and principal payment frequency, call options, and sensitivity of price to changes in interest rates. Factors that extend the return of principal, or make it more time uncertain, increase the duration. Factors that quicken the return of principal, or make it more time certain, decrease the duration. Duration will also change as the level of interest rates in the economy rise and fall. With the current level of interest rates, the above table indicates that the district will receive 50% of invested principal in 0.73 years, or 8.76 months.

Floating/Adjustable Interest Rate Risk

The district currently has \$160,179,212 invested in securities with floating or adjustable interest rate risk. \$160,179,212 is invested in floating rate bonds. The coupon on these bonds resets monthly, or quarterly, based on an index rate. The coupons on these bonds range from 0.41% to 6.11%.

Call Option Risk

There are three types of call options, "one-time" calls, "discrete" calls and "continuous" calls. These are listed in order of increasing risk. A one-time call means that at one specified time before maturity, the issuer of a bond has the option to call the bond, or buy it back from investors. A discrete call means that at specific times, usually either quarterly or semi-annually, before maturity, the issuer can call the bond.

A continuous call means that starting at a specified point in time, usually an interest payment date, and at any time thereafter, up to the maturity date, the issuer can call the bond. The district currently has no callable bonds.

MBS/ABS Prepayment Risk

There are two types of Mortgage-Backed Securities (MBSs) in which the district invests. Agency pools are collections, or pools, of mortgages in which the investor receives the principal and interest payments in the same proportion as the borrowers pay them. CMO bonds are backed by mortgage pools, however, the principal payment of the bond has been altered to be either more or less time certain than the underlying mortgages. ABS bonds are securities that are collateralized by financial products other than residential mortgages. For example car loans/leases, commercial mortgages, or credit card loans.

MBSs have a unique type of "call" risk, in that homeowners may opt to prepay their mortgage at any time. While there are many factors which determine whether a homeowner will prepay their mortgage, one of the most significant is the level of interest rates. When rates fall it is more advantageous to the homeowner to refinance their mortgage to a lower rate. When rates rise, this type of prepayment will decrease.

The duration on the District's portfolio ranges from 0 years to 4.35 years. The duration on the District's ABS/MBS bonds ranges from 0.1 years to 3.33 years.

Interest Rate Risk

Investment Category	Market Value	Mod. Dur.
Exempt	\$162,765,973	0.00
Investment Pool	\$33,870,114	1.01
Money Market Portfolio	\$39,918,766	0.28
Treasury Coupon Securities	\$20,167,200	4.35
US Agency CMOs	\$3,551,343	3.33
US Agency FR	\$6,680,635	0.53
Corporate ABS	\$6,481,648	0.23
Corporate ABS FR	\$132,973,690	0.28
Other MBS Bonds	\$10,247,555	0.13
Other MBS Bonds FR	20,524,887	0.51
Portfolio	\$437,181,811	0.73

ADOPTED

REQUEST FOR APPROVAL (ID # 5784)

Request Approval of Vehicle Donation to Pinellas Technical College

ATTACHMENTS:

- Consent - Boat Donation (PDF)

Vehicle Donation
School Board Meeting
June 14, 2016

VEHICLE DONATION				
SCHOOL	TYPE OF VEHICLE	DONOR	VALUE OF DONATION	COMMENTS
Pinellas Technical College - Clearwater	1986 4WN Vessel VIN#4WNMN547F686	Brent or Jennifer Walker	\$3,500.00	School Board Policy 7230, Gifts to the School District must be accepted by the Pinellas County School Board

*Value is placed by the donor



ADOPTED

REQUEST FOR APPROVAL (ID # 5765)

June 14, 2016

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval of the Facilities Joint Use Agreement With St. Petersburg College

BACKGROUND:

In 1983, the School Board approved the initial joint-use-of-facilities agreement with St. Petersburg College for the reciprocal use of each agency's facilities for educational and recreational programs. In July 2013, both parties' administrative teams requested an updated agreement to reflect changes in cost-sharing and administrative coordination of uses. This agreement was updated and approved at the July 30, 2013 Board meeting. The current agreement will renew on a yearly basis.

STRATEGIC DIRECTION: Effective & Efficient Use of Resources

ALTERNATIVES:

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

RECOMMENDATION:

Alternative No. 1 is recommended.

RATIONALE:

The renewal of this joint use agreement will provide a greater variety of facilities and services to the School District, St. Petersburg College and the community.

FINANCIAL IMPACT:

There is no financial impact to the District.

DATA SOURCES:

David Koperski, School Board Attorney
 Charlene Beyer, Real Estate Analyst
 Suzanne Gardner, General Counsel, St. Petersburg College

SUBMITTED BY:

Clint Herbic, Associate Superintendent, Operational Services

ATTACHMENTS:

- St. Petersburg College - Facilities Joint Use Agreement (PDF)

FACILITIES JOINT USE AGREEMENT

Between

St. Petersburg College

And

School Board of Pinellas County

THIS AGREEMENT made and entered into this ____ day of _____, 2016, by and between the BOARD OF TRUSTEES OF ST. PETERSBURG COLLEGE, FLORIDA, herein referred to as the "COLLEGE," and the SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA, herein referred to as the "SCHOOL BOARD."

WITNESETH:

WHEREAS, the School Board desires to use various college-owned facilities for meetings and educational programs; and

WHEREAS, the College desires to use various school facilities owned by the School Board, for meetings and educational programs; and

WHEREAS, the parties entered into that certain Agreement dated July 8, 2015, for the purpose of facilitating the shared use of the facilities of each, which under its terms maybe extended in one year increments upon written agreement of the School Board and the College,

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

1. **RECITALS.**

The recitals are true and correct and are incorporated herein by reference.

2. **TERM AND TERMINATION.**

The term of this Agreement shall be for a period of one year beginning July 1, 2016, and ending June 30, 2017. Said Agreement may be extended in one year increments under the same terms and conditions set forth herein, upon written Agreement and approval by the School Board and the College.

This Agreement shall remain in effect unless terminated by either party as follows:

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

b) Either party may terminate this Agreement by giving written notice to the other party that this Agreement will terminate ninety (90) days from the receipt of said notice by the other party.

3. **FACILITY USAGE.**

It is the intent of this Agreement that the parties make their facilities available for joint use where such arrangement may benefit the College and School Board, promote cost savings and efficiency, and support the institutional mission of each entity. Unless otherwise provided herein, or under separate agreement or contract, or pursuant to Exhibit "A", attached herein, the College and School Board agree to make facilities available to the other without rental charges and usage fees when the use thereof does not interfere or conflict with the regularly scheduled school program of the entity extending the use. Facility usage may be scheduled and facilitated by either party subject to the joint approval of the Superintendent and the College President, or their

respective designees, pursuant to Facility Use Authorization Form, and as outlined in Paragraph 4.

4. FACILITY USE AUTHORIZATION:

A Facility Use Authorization Form will be prepared by the Board's Real Estate Department for uses of Board facilities as contemplated in Paragraph 3, except for those recurring uses described on Exhibit "A", which shall be billed by the School Board to the College each semester. For the use of College facilities by the School Board as contemplated in Paragraph 3, the Facility Use Authorization Form shall be prepared by the campus provost or site administrator, or their designees, for the location which is being requested. The Facility Use Authorization Form, a sample of which is attached as Exhibit "B," will specify the facility location and conditions of use; including, but not limited to, dates, times, contact names and costs, if any. Direct and indirect costs may be incurred in certain circumstances, and in the discretion of the entity providing the facility, where additional personnel time and equipment usage is required and related expenses accrued. In such case, the facility representative will send an invoice with the Facility Use Authorization Form for the identified direct or indirect costs. Further, use of the College's Music Center, St. Petersburg/Gibbs campus; Arts Auditorium, Clearwater campus; and Digitorium and Conference Center, Seminole campus, shall be subject to established rental policies and usage fees pursuant to each venue's operating procedures.

The terms and conditions of this Agreement shall continue to apply to any and all Facility Use Authorization Forms that are executed during the term of this Agreement for terms which do not expire until after termination of the Agreement; provided, however, that if this Agreement is renewed upon termination, the terms and conditions of the renewal Agreement shall apply instead.

5. HOURS OF USE.

The shared use of facilities shall take place when the College and School Board are in session as delineated on their respective yearly calendars ("school hours"), and shall not

commence earlier than 8:00 a.m. nor operate later than 10:45 p.m. for outdoor use and not later than 12:00 midnight for indoor use. If one party desires to use the other party's facilities at a time other than when the school or campus is normally open, that party will be required to pay the direct costs incurred for such use. Notwithstanding the foregoing, the hours and dates of use may be extended outside of school hours pursuant to written agreement by the parties outlining the facility use and the additional usage fees to be assessed.

6. SCHOOL BOARD FACILITIES – RENTAL AND USAGE FEES

Certain facility usage and related services provided by the School Board to the College shall be subject to established rental and/or facility usage fees described on Exhibit "A", attached and incorporated herein. The terms of Exhibit "A" shall be negotiated by the Superintendent of School Board and the College President on or before July 1 of each year as part of the renewal of this Agreement, and include a list of School Board facilities and related services subject to rental and usage fees to be agreed upon by the Superintendent of School Board and the College President, as well as an approximated total cost for the upcoming school year. The School Board shall invoice the College for such approximated costs and fees each semester.

7. EXCEPTIONS.

a.) The use of the College's Palladium Theater, located in St. Petersburg, and Collaborative Labs at St. Petersburg College's Epi-Center, and Leepa-Rattner Museum of Art located on the Tarpon Springs campus of the College, shall not be subject to the terms and conditions of this Agreement. Use by the School Board of the College's Palladium Theater, Collaborative Labs, and Leepa-Rattner Museum shall be subject to the scheduling and authorization procedures and terms and conditions established by each of these venues.

b.) In addition to the use of the facilities at Career Academies of Seminole, f/k/a Seminole Vocational Education Center (CAS) by the College's Veterinary Technology Program, program usage shall also include boarding and facilities for College animals, to be identified by CAS staff. The College will provide funding for the care, and additional feeding beyond grazing, of its animals on CAS property. CAS students will be allowed use of College's animals for educational purposes including feeding and routine care.

8. STANDARDS OF CARE.

Each party will use the other party's facilities and surrounding area in a clean and sanitary manner and will leave the facility in a good and clean condition after use by their employees, agents, volunteers, or invitees. The College, its employees, agents, volunteers and invitees will abide by all Board policies regarding the use of Board facilities, including policies which state that the consumption of tobacco products or alcoholic beverages on Board property, including any outside areas, is prohibited. The Board, its employees, agents, volunteers and invitees will abide by all College policies regarding the use of College facilities.

9. LIABILITY AND INDEMNIFICATION.

Each party agrees to be fully responsible for its own acts of negligence, or its respective officers', agents', and employees' acts of negligence when acting within the scope of their agency or employment and for the acts of each party's invitees, and agrees to be responsible for any damages resulting from said negligence subject to the limitations and defenses provided under § 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by the Board or the College. Nothing herein shall be construed as consent by the Board or the College to be sued by third parties in any manner arising out of this Agreement. Each party shall provide its own personnel for the supervision of the programs it conducts.

10. CANCELLATION.

If a scheduled event is cancelled, in the sole discretion of the party making the facility available, due to rain, wind, other inclement weather, or acts of God, or the threat of same, the other party shall not be required to pay any fee, rent, or charge for the use of the premises. If the user has submitted a deposit, and the event is cancelled as provided herein, then such party shall be entitled to a refund of the amount of the deposit.

11. MISCELLANEOUS.

The School Board and the College shall not assign this Agreement nor sublet the premises or any part thereof without the written consent of the other party. The School Board and the College agree that each party and its officers, agents, and servants shall have the right to enter and inspect the facilities and the operations being conducted thereon at reasonable times.

The School Board and the College agree that in the event of unforeseen questions arising out of the use of the said facilities or questions of use, questions shall be settled in writing between the Superintendent of the School Board and the College President or their specified designees.

REMAINDER OF PAGE INTENTIONALLY BLANK

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

BOARD OF TRUSTEES OF ST. PETERSBURG COLLEGE, FLORIDA

THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

BY: William D. Law, Jr.
William D. Law, Jr., College President
Secretary to the Board of Trustees

BY: _____

Attest: Patricia S. Smith

Attest: _____
Superintendent

APPROVED AS TO FORM

APPROVED AS TO FORM

BY: [Signature]
General Counsel

BY: David Kappant
School Board Attorney

EXHIBIT "A"***COLLEGE USE OF SCHOOL BOARD FACILITIES*****2016-2017 School Year**

The following uses of School Board property shall be subject to established rental charges and related service fees:

To be billed at the current Florida state facility rental rate, prorated based on number of courses, classrooms and labs:

Dual Enrollment Classroom Rental
Dual Enrollment Lab Rental

To be billed at a rate set by the Superintendent and the College President:

College Fairs and Conferences
AVID (Counselors)
Testing Centers and Classrooms
College Information Sessions
FAFSA Nights on School Board Property
Recruiter On-Site Activities
Internships/Practicums in School Board Classes
Career and Industry Certification Program Classrooms
PTECH Welding Center Classrooms
Pinellas Education Articulation Committee meeting rooms

The School Board shall invoice the College each semester for approximated rental and facility usage. **The approximated cost of facility usage listed above for the 2016-2017 school year is \$900,000.**

EXHIBIT "B"

FACILITY USE AUTHORIZATION FORM

Date:
To: Agency
Subject: Facility Use Request under the Agreement Between the School Board of Pinellas County and Agency effective x/x/xx

Requestor:
Description of Use:
Facility(ies):
Dates & Times:
Supervision By:

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

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

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

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

Additional conditions, if any:

St. Petersburg College

School Board of Pinellas County, Florida

Authorized Representative Date
for Agency

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

With copies to: Superintendent of Schools
Director, Accounting
Director, Auditing
Area (1-4) Superintendent
School Representative
School Bookkeeper
Pam Smith, General Counsel's Office, St. Petersburg College

RPC #

ADOPTED

REQUEST FOR APPROVAL (ID # 5766)

June 14, 2016

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval of Change Order No. 2 With Biltmore Construction Company, Inc. for the Construction of East Lake Middle School Academy of Engineering. This change order will decrease the Guaranteed Maximum Price (GMP) by \$1,737,382.30 with no time extension, at East Lake Middle School, Project No. 4513

BACKGROUND:

This change order will reconcile the GMP. The following items must now be deducted from the GMP: the cost of the Direct Purchase Orders (DPO's) for equipment/materials \$1,572,406.07, net tax savings on DPO's \$84,218.68, unspent compensation for construction services \$58,936.44, overhead & profit savings \$3,106.00 and unspent direct cost/general conditions \$18,715.11. These adjustments will decrease the GMP of \$7,829,691.64 by \$1,737,382.30 resulting in a Final GMP amount of \$6,092,309.34. A copy of the change order form is attached.

STRATEGIC DIRECTION: Effective & Efficient Use of Resources

ALTERNATIVES:

1. Approve the Change Order.
2. Do not approve the Change Order.

RECOMMENDATION:

Alternative No. 1 is recommended.

RATIONALE:

It is necessary to delete the owner-purchased items, sales tax savings, and balance of the contingency from the GMP to reconcile the accounts.

FINANCIAL IMPACT:

This change order results in \$164,976.23 of unspent project savings being returned to the district. The source of this funding is District Capital Outlay.

DATA SOURCES:

Joe Maceda, Financial Reporting Analyst
Rich Gauvey, Senior Construction Coordinator
Scott Holmes, Holmes Architects
Ron Cupler, Biltmore Construction

SUBMITTED BY:

Request for Approval (ID # 5766)

Meeting of June 14, 2016

Clint Herbic, Associate Superintendent, Operational Services

ATTACHMENTS:

- East Lake MS proj 4513 CO2 (PDF)

CONSTRUCTION MANAGEMENT AT RISK CHANGE ORDER

Facilities Design & Construction Department



SCHOOL: East Lake Middle School

PROJECT NO. 4513

PROJECT: Construction of East Lake MS Academy of Engineering

CHANGE ORDER NO. 2

- ORIGINAL GMP AMOUNT: \$ 7,491,176.00
- ORIGINAL CONTRACT COMPLETION DATE: August 3, 2015

CHANGE(S) AND REASON(S) FOR THIS CHANGE ORDER: This Change Order will reconcile the GMP

Net Tax Savings for DPO's:	\$	84,218.68
Direct Cost/General Conditions Savings	\$	18,715.11
Compensation for Construction Services Savings:	\$	58,936.44
OH & P Savings 4% of \$77,651.55:	\$	3,106.00
Owner Direct Purchases	\$	<u>1,572,406.07</u>
Total Deductions to GMP	\$	<u>1,737,382.30</u>

- THE OWNER AUTHORIZED THE CONTRACTOR TO MAKE THE FOLLOWING CHANGE(S) IN THE CONTRACT DATED: May 14, 2014

FOR THESE CHANGES: (DEDUCT FROM) THE GMP, IN ACCORDANCE WITH THE CONDITIONS OF THE CONTRACT, THE SUM OF: One Million Seven Hundred Thirty Seven Thousand Three Hundred Eighty Two Dollars and Thirty Cents

STATUS OF THE ACCOUNT	CURRENT GMP AMOUNT:	\$	7,829,691.64
	ADDITION TO GMP:	\$	0.00
	DEDUCTIONS TO GMP:	\$	<u>(1,737,382.30)</u>
	REVISED GMP AMOUNT:	\$	<u>6,092,309.34</u>

- PREVIOUS TIME EXTENSIONS 0
- ADDITIONAL TIME NEEDED FOR THIS CHANGE ORDER IS 0 CALENDAR DAYS.
- REVISED CONTRACT COMPLETION DATE August 3, 2015.

ARCHITECT/ENGINEER CERTIFICATION: In my considered professional opinion as project architect/engineer, the prices quoted in this change order are both fair and reasonable, and in the proper ratio to the cost of the original work contract under benefit of competitive bidding.

Architect/Engineer Approved:

[Signature] 5-12-2016
 Signature Date

SCOTT HOLMES
 NAME

HOLMES ARCHITECTS
 FIRM

Construction Manager Acceptance:

[Signature] May 12, 2016
 Signature Date

[Signature]
 NAME

Biltmore Construction Co., Inc.
 FIRM

Owner Approved: _____
 Michael A. Grego, Ed.D., Superintendent Date

Attachment: East Lake MS proj 4513 CO2 (5766 : Req. Apprv. Change Order No. 2 Biltmore/East Lake Middle School)

ADOPTED

REQUEST FOR APPROVAL (ID # 5767)

June 14, 2016

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval of Change Order No. 1 With Stamper Construction Company for Reinforcement of Sagging Alcove canopies. This change order will decrease the contract amount by \$98,424.00 with a forty-five (45) day time extension at Walsingham Elementary School, Project No. 9241

BACKGROUND:

On September 15, 2015, the board approved the bid recommendation with Stamper Construction Company, for the Reinforcement of Sagging Alcove Canopies project, in the amount of \$162,577.00. During construction it was found that some of the planned reinforcement work was not needed. This change order is for the reimbursement on the excess estimated reinforcing work determined to be not needed after access openings were provided and further inspections were made of the exposed hidden conditions.

This change order will decrease the contract amount by \$98,424.00 with a forty-five (45) day time extension with no associated cost which is required for the completion of this work.

STRATEGIC DIRECTION: Effective & Efficient Use of Resources

ALTERNATIVES:

1. Approve the Change Order.
2. Do not approve the Change Order.

RECOMMENDATION:

Alternative No. 1 is recommended.

RATIONALE:

It is necessary to decrease the contract due to the reduction of the original scope of work.

FINANCIAL IMPACT:

This change order results in \$98,424.00 of unspent project savings being returned to the district. The source of this funding is District Capital Outlay.

DATA SOURCES:

Pem Nelmidia, Structural Engineer
 William Weber III, Weber and Tinnern, P.A.
 Neal Stamper, Stamper Construction Company

SUBMITTED BY:

Clint Herbic, Associate Superintendent, Operational Services

Request for Approval (ID # 5767)

Meeting of June 14, 2016

ATTACHMENTS:

- Walsingham ES, proj 9241, CO 1 Form.docx (PDF)

CHANGE ORDER

Facilities Design & Construction Department



SCHOOL: Walsingham Elementary School

PROJECT NO. 9241

PROJECT: Reinforce Sagging Alcove Canopies

CHANGE ORDER NO. 1

- ORIGINAL CONTRACT AMOUNT: \$ 162,577.00
- ORIGINAL CONTRACT COMPLETION DATE: March 30, 2016

CHANGE(S) AND REASON(S) FOR THIS CHANGE ORDER: This change order is primarily for the reimbursement on the excess estimated reinforcing work determined to be not needed after access openings were provided and further inspections were made; and secondarily for the additional materials and labor provided by the contractor and determined to be needed to complete the alcove canopies reinforcing work. Please see back of this page for detailed information.

- THE OWNER AUTHORIZED THE CONTRACTOR TO MAKE THE FOLLOWING CHANGE(S) IN THE CONTRACT DATED: September 15, 2015

FOR THESE CHANGES: (ADD TO/ DEDUCT FROM) THE CONTRACTOR, IN ACCORDANCE WITH THE CONDITIONS OF THE CONTRACT, THE SUM OF: Ninety eight thousand, four hundred twenty four \$ 98,424.00

	CURRENT CONTRACT AMOUNT:	\$	162,577.00
• STATUS OF THE ACCOUNT	ADDITION TO CONTRACT:	\$	4,978.00
	DEDUCTIONS TO CONTRACT:	\$	<u>103,402.00</u>
	REVISED CONTRACT AMOUNT:	\$	<u>64,153.00</u>

- PREVIOUS TIME EXTENSIONS 0
- ADDITIONAL TIME NEEDED FOR THIS CHANGE ORDER IS 45 CALENDAR DAYS.
- REVISED CONTRACT COMPLETION DATE May 15, 2016.

PROJECT COORDINATOR CERTIFICATION: In my considered professional opinion as project coordinator, the prices quoted in this change order are both fair and reasonable, and in the proper ratio to the cost of the original work contract under benefit of competitive bidding.			
Project Coordinator Approved:		Contractor Acceptance:	
 Signature _____ Pem D. Nelmda, P.E. NAME _____ Pinellas County Schools FIRM _____ Structural Engineer TITLE _____	 Signature _____ NEAL E. STAMPER NAME _____ STAMPER CONSTRUCTION Co. FIRM _____ PRES. TITLE _____		
Date <u>5/5/16</u> _____	Date <u>MAY 05, 2016</u> _____		
Owner Approved: _____		Date _____	
Michael A. Grego, Ed.D., Superintendent			

Attachment: Walsingham ES, proj 9241, CO 1 Form.docx (5767 : Request Apprv. Change Order No. 1 Stamper Const./Walsingham ES)

USE THIS SPACE FOR ADDITIONAL INFORMATION:

The reimbursables for reinforcing work determined to be not needed are as follows:

Alcove Canopy No. 2: Subtract sub-contract amount	-\$14,625.00
Add sub-contract amount	+\$ 1,700.00
Alcove Canopy No. 3: Subtract sub-contract amount	-\$ 6,552.00
Alcove Canopy No. 4: Subtract sub-contract amount	-\$ 6,552.00
Alcove Canopy No. 5: Subtract sub-contract amount	-\$12,051.00
Add sub-contract amount	+\$ 1,700.00
Alcove Canopy No. 6: Subtract sub-contract amount	-\$ 3,259.00
Alcove Canopy No. 9: Subtract sub-contract amount	-\$ 3,259.00
Alcove Canopy No.10: Subtract sub-contract amount	-\$ 4,914.00
Alcove Canopy No.11: Subtract sub-contract amount	-\$ 3,259.00
Alcove Canopy No.13: Subtract sub-contract amount	-\$ 4,914.00
Alcove Canopy No.14: Subtract sub-contract amount	-\$ 3,259.00
Alcove Canopy No.17: Subtract sub-contract amount	-\$ 6,552.00
Alcove Canopy No.18: Subtract sub-contract amount	-\$ 3,259.00
Alcove Canopy No.22: Subtract sub-contract amount	-\$ 6,552.00
Alcove Canopy No.27: Subtract sub-contract amount	-\$ 3,259.00
Alcove Canopy No.28: Subtract sub-contract amount	-\$ 6,552.00
Alcove Canopy No.35: Subtract sub-contract amount	-\$ 6,552.00
Alcove Canopy No.36: Subtract sub-contract amount	-\$ 3,259.00
Alcove Canopy No.41: Subtract sub-contract amount	-\$ 3,259.00
Alcove Canopy No.42: Subtract sub-contract amount	-\$ 4,914.00
Total Net Reimbursable Cost	-\$103,402.00

The additional materials and labor cost are as follows:

For installation of 18" square access panel at soffit of Alcove Canopy No.12 (See Proposal Request No.01)	+\$ 543.00
For the painting of the faded fascia of the alcove canopies that were not reinforced (Alcove Canopy Nos. 2 to 6, 9 to 11, 13 & 14, 17 & 18, 22, 27 & 28, 35 & 36, and 41 & 42) to match adjacent reinforced and newly painted alcove canopies (See Proposal Request No. 02).....	+\$3,500.00
For the needed change to the wall brackets of the steel tube reinforcements, due to hidden condition at Alcove Canopy Nos. 1, 12, 33, 34, 43 & 44 – unused brackets (See Proposal Request No. 03)	+\$ 256.00
at Alcove Canopy Nos. 1, 12, 33, 34, 43 & 44 – upgraded brackets (See Proposal Request No. 04)	+\$ 679.00
Total Additional Materials and Labor Cost	+\$4,978.00

Attachment: Walsingham ES, proj 9241, CO 1 Form.docx (5767 : Request Apprv. Change Order No. 1 Stamper Const./Walsingham ES)

ADOPTED

REQUEST FOR APPROVAL (ID # 5768)

June 14, 2016

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval of Substantial Completion for Heating, Ventilation and Air Conditioning and Lighting Renovation (Building 4) as of March 28, 2016, Which is a Portion of the Project at Pinellas Park Elementary School, Project No. 9185

BACKGROUND:

The project architect has certified this portion of the project is substantially complete as of March 28, 2016. 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:

Bruce Stott, Senior Projects Coordinator
 David Bess, Advanced Systems Engineering
 Randy Fitkin, Cutler Associates, Inc.

SUBMITTED BY:

Clint Herbic, Associate Superintendent, Operational Services

ATTACHMENTS:

- Pinellas Park ES, proj 9185, Bldg 4 sub comp Form (PDF)

AIA Document G704™ – 2000


Certificate of Substantial Completion

PROJECT: <i>(Name and address)</i> Pinellas Park Elementary School 7520 52nd St N Pinellas Park FL	PROJECT NUMBER: 14014-02 9185	OWNER <input type="checkbox"/>
	CONTRACT FOR: HVAC & Lighting Renovation	ARCHITECT <input type="checkbox"/>
	CONTRACT DATE: February 10, 2015	CONTRACTOR <input type="checkbox"/>
TO OWNER: <i>(Name and address)</i> Pinellas County School Board 11111 S. Belcher Road Largo, FL 33373	TO CONTRACTOR: <i>(Name and address)</i> Cutler Associates Inc. 8918 Brittney Way Tampa, FL 33619	FIELD <input type="checkbox"/>
		OTHER <input type="checkbox"/>

Project or portion of the Project designated for partial occupancy or use shall include:

Phase III services for HVAC Renovation, including ceiling and lighting replacement, for building #4 only.

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
1 year on work, extended on specific items.	03/28/2016
Advanced Systems Engineering	03/28/2016
ARCHITECT 	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 (30) days from the above date of Substantial Completion.

Cutler Associates, Inc.		4/16/16
CONTRACTOR	BY (Signature)	DATE

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at 9:00am (time) on July 7, 2016 3/28/16 (date).

Pinellas County Schools	_____ BY (Signature)	_____ DATE
OWNER		

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(NOTE: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)

ADOPTED

REQUEST FOR APPROVAL (ID # 5769)

June 14, 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
Brian Lowe, Coordinator, Vehicle Maintenance
Joe Zihala, Warehouse Coordinator

SUBMITTED BY:

Clint Herbic, Associate Superintendent, Operational Services

ATTACHMENTS:

- Warehouse Auction SELL Items 06-14-16 (PDF)

Warehouse Surplus Property to be Sold at publicsurplus.com

008-5689	Digital Position Readout	034-1553	Baritone Horn
008-7616	Measuring Display Unit	034-2211	Ice Machine w/Bin
008-7899	Power Press Brake	035-0449	Video Mixer
009-3673	Microscope	036-0968	Storage Case
009-3678	Microscope	036-4428	Vision Screener
016-8944	HD Equip Trailer	037-2335	Netbook Cart
021-3592	Microscope	037-6054	Netbook Cart
021-3593	Microscope	024-3012	Franklin Oven, Single
021-9832	Solar Weather Box	013-6356	Hobart Scale w/Stand
022-9089	Manitowoc Machine	011-9456	Westinghouse Watt Counter
023-5464	Sewing Machine	035-1708	Video Mix/Live Switcher
023-6227	Bar Code Scanner	023-8133	Tramble w/o Scooter
023-9853	Print Dryer	037-0450	Netbook Cart
024-0452	Traulsen 2 Door Freezer	018-9146	Vegetable Cutter
024-5731	Tray Rack, Mobile	009-4526	Hobart Mixer
024-9320	Video Mixer	003-5624	Hobart Mixer, 20 Qt.
025-2494	Tilting Kettle	004-3088	Hobart Mixer
025-5884	Satellite Dish (New)	009-8924	Hobart Mixer, 60 Qt.
026-6098	Tele-Prompter	003-8498	Hobart Mixer
026-8674	Input Switcher	002-0513	Hobart Mixer, 30 Qt.
026-9235	Steamer	002-8703	Hobart Mixer, 30 Qt.
027-2088	Sony Digital Camera	001-9735	Hobart Mixer, 60 Qt.
027-4758	2002 Thomas Built Bus	004-2052	Hobart Mixer, 60 Qt.
027-8951	Mini DVD Player/Recorder	002-3096	Hobart Mixer, 30 Qt.
028-2324	Mini DVD Player/Recorder	018-9155	Tray/Silverware Dispenser
028-3413	Digital Video Editor	006-6295	Camera
028-8442	Food Counter w/Tray	007-4205	Enlarger Omega B
029-1405	TV Cart w/Glass Doors	007-4210	Press Dry Mount Seal
029-1425	Bar Code Scanner	007-6080	Enlarger D2V Omega
029-4805	Sousaphone	007-6083	Enlarger D2V Omega
029-5322	Fryer	007-6086	Enlarger D2V Omega
029-6828	Boat Proline	007-6089	Enlarger Omega
029-8356	Panasonic Camcorder		
030-9240	Hub		
030-9241	Hub		
030-9243	Surveillance Equipment		
030-9244	Surveillance Equipment		
031-4214	Fluid Power Trainer		
031-4290	CD/DVD Duplicator		
031-7233	FMG Keychain		
031-7556	Refrigerator		
032-3530	Sound System		
033-1409	Shredder		
034-1552	Baritone Horn		

ADOPTED

REQUEST FOR APPROVAL (ID # 5770)

June 14, 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 Recycle-Cann-Scrap Items 6-14-16 (PDF)

Recycled Property Tagged Items for Board Approval

Property Tag #	Item Description	Property Tag #	Item Description	Property Tag #	Item Description	Property Tag #	Item Description
018-2241	Monitor	034-6699	CPU	036-9218	Netbook	038-9535	Server
019-2881	Monitor	034-6701	CPU	037-0443	Netbook	038-9601	Printer
024-1789	Coin cntr	034-6702	CPU	037-1198	Laptop	038-9623	Printer
024-6645	Video mixer	034-6703	CPU	037-1207	Laptop	039-0067	CPU
025-5738	CPU	035-1537	DVR	037-2279	Switch	039-1371	DVR
025-5739	CPU	035-1658	DVR	037-2686	Netbook	039-1372	DVR
025-5741	CPU	035-1799	CPU	037-2760	Netbook	039-7147	Tablet
026-0508	Printer	035-21747	Projector	037-3250	Projector	039-7952	CPU
026-3572	Printer	035-2200	DVR	037-3371	CPU	039-7953	CPU
026-6409	CPU	035-3918	Projector	037-5449	CPU	039-7954	CPU
026-6411	CPU	035-3927	Projector	037-5450	CPU	039-7955	CPU
027-3493	C-corder	035-4322	CPU	037-5550	CPU	039-7956	CPU
027-8162	CPU	035-5997	DVR	037-5551	CPU	039-8735	Laptop
027-8171	CPU	035-5998	DVR	037-5554	CPU	039-8740	Laptop
027-9611	HUB	035-6816	CPU	037-5556	CPU	039-8741	Laptop
028-1607	Video mixer	035-7379	Laptop	037-5558	CPU	039-9321	CPU
028-8259	Laptop	035-7381	Laptop	037-5559	CPU	039-9322	CPU
028-9997	CPU	035-8737	CPU	037-5561	CPU	039-9323	CPU
029-4714	CPU	035-8738	CPU	037-5562	CPU	039-9324	CPU
029-8442	Laptop	035-9479	CPU	037-6509	Macbook	039-9325	CPU
029-9292	Laptop	036-0585	CPU	037-6549	CPU	039-9326	CPU
029-9296	Laptop	036-0586	CPU	037-6551	CPU	039-9327	CPU
029-9300	Laptop	036-1348	Laptop	037-6552	CPU	039-9328	CPU
030-2161	DVR	036-1567	CPU	037-6553	CPU	040-0214	CPU
031-4845	CPU	036-1569	CPU	037-7998	Printer	040-0215	CPU
031-5255	CPU	036-1570	CPU	037-8003	Printer	040-0216	CPU
032-2456	Laptop	036-4814	Netbook	037-8007	Printer	040-0217	CPU
032-3085	CPU	036-4840	Netbook	037-9570	Projector	040-0218	CPU
033-7211	CPU	036-9173	Netbook	038-1732	All-In-One	040-0219	CPU
033-8462	DVR	036-9209	Netbook	038-1947	Repeater	040-0220	CPU
034-1358	Laptop	036-9210	Netbook	038-3755	Laptop	040-0905	DVR
034-4492	Printer	036-9211	Netbook	038-4991	Netbook	040-3472	Laptop
034-4495	Printer	036-9212	Netbook	038-5001	Netbook	040-3799	Laptop
034-4498	Printer	036-9213	Netbook	038-5002	Netbook	040-4404	Laptop
034-4655	CPU	036-9215	Netbook	038-5005	Netbook	040-4440	Laptop
034-6550	CPU	036-9216	Netbook	038-5287	Projector	040-4466	Laptop
034-6698	CPU	036-9217	Netbook	038-8954	iPad	040-5934	Laptop

Attachment: Warehouse Recycle-Cann-Scrap Items 6-14-16 (5770 : Request Approval to Recycle, Cannibalize, and/or 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
040-6105	Laptop	305-3624	Netbook	305-8077	Desktop		
040-6792	Laptop	305-4339	CPU	305-8110	Desktop		
041-2082	DVR	305-4344	CPU	305-8113	Desktop		
041-4555	CPU	305-4345	CPU	305-8130	Desktop		
041-4652	Laptop	305-4347	CPU	305-8136	Desktop		
041-9971	Laptop	305-4506	Netbook	305-8144	Desktop		
042-1947	CPU	305-4508	Netbook	305-8151	Desktop		
042-2239	Laptop	305-4511	Netbook	305-8170	Desktop		
042-2251	Laptop	305-4513	Netbook	305-8174	Desktop		
043-1787	Laptop	305-4514	Netbook	305-8182	Desktop		
043-1799	Laptop	305-4515	Netbook	305-8184	Desktop		
043-1803	Laptop	305-4516	Netbook	305-8185	Desktop		
300-6772	CPU	305-4517	Netbook	305-8187	Desktop		
300-6776	CPU	305-4518	Netbook	305-8201	Desktop		
300-7211	CPU	305-4520	Netbook	305-9335	CPU		
300-7298	CPU	305-4522	Netbook	305-9336	CPU		
304-9599	Netbook	305-4525	Netbook	307-6905	Netbook		
304-9600	Netbook	305-4528	Netbook	307-6905	Netbook		
304-9601	Netbook	305-4529	Netbook	308-0027	Netbook		
304-9602	Netbook	305-4530	Netbook	308-0151	Netbook		
304-9603	Netbook	305-4976	CPU	308-0247	Netbook		
304-9604	Netbook	305-5501	Netbook	910-1860	Laptop		
304-9605	Netbook	305-5571	Netbook				
304-9606	Netbook	305-5581	Netbook				
304-9609	Netbook	305-8014	Desktop				
304-9610	Netbook	305-8015	Desktop				
304-9611	Netbook	305-8024	Desktop				
304-9612	Netbook	305-8025	Desktop				
304-9613	Netbook	305-8027	Desktop				
304-9614	Netbook	305-8029	Desktop				
304-9616	Netbook	305-8035	Desktop				
304-9618	Netbook	305-8046	Desktop				
304-9619	Netbook	305-8051	Desktop				
304-9620	Netbook	305-8054	Desktop				
304-9622	Netbook	305-8061	Desktop				
304-9624	Netbook	305-8071	Desktop				
305-3320	Netbook	305-8073	Desktop				

Attachment: Warehouse Recycle-Cann-Scrap Items 6-14-16 (5770 : Request Approval to Recycle, Cannibalize, and/or Scrap Obsolete Fixed

ADOPTED

REQUEST FOR APPROVAL (ID # 5761)

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

ATTACHMENTS:

- Bids (6-14-16) (PDF)

PURCHASING AGENDA SUMMARY

June 14, 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
16-330-228-CB	Fencing Chain Link & Miscellaneous	CB	2 yrs.	County Wide Rodger Williams	Various	Various	Smith Fence Co.	1,500,000.00	1,500,000.00 (estimate)	Rationale: Co-operative bid with Pinellas County BOCC Contract#123-0148-B (LN).
16-968-231	Direct Digital Controls Replacement	LRB	N/A	Northeast H/S Baypoint E/S Baypoint M/S Doug Jamerson E/S Maximo E/S Doug Schoel	0375/2641 0375/0161 0375/0171 0375/1821 0375/2281	3500/3038 3500/3038 3500/3038 3500/3038 3500/3038	Automated Building Control Systems, Inc.	1,432,875.00	1,432,875.00	
16-015-196-PB	Multi-Function Devices, Copying Equipment, Supplies and Related Services	PB	1 yr.	Central Printing Services and County Wide Facilities Michael Domke	Various	Various	Ricoh Americas Corporation	1,355,875.00 (estimate)	1,355,875.00 (estimate)	Rationale: Piggybacking U.S. Communities Contract No. 4400003732. This item covers all multi-function copiers district wide as well as the print shop equipment in Central Printing Services Dept.

***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

416agensum.doc)

Packet Pg. 183

Attachment: Bids (6-14-16) (5761 : Bids)

11.33.a

PURCHASING AGENDA SUMMARY

June 14, 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
16-192-213-RN	Dishwashing Products	RN	1 yr.	Food Service Dept. Lynn Geist	0410/5470	9502	QVS, Inc.	102,000.00	102,000.00 (estimate)	
16-946-210-RN	Note/Disclosure Counsel	RN	5 yrs.	Cash Management Dept. Andy Jacobsen	0100/5150	9902	Nabors, Giblin & Nickerson, P.A.	78,750.00	78,750.00 (estimate)	
16-440-198-RN	Glass & Mirrors: Material and Installation	RN	1 yr.	Maintenance Dept. Rodger Williams	0100/5370		Glass Services 8, Inc.	50,000.00	50,000.00 (estimate)	
16-946-209-RN	Financial Advisor	RN	5 yrs.	Cash Management Dept. Andy Jacobsen	0100/5150	9902	Ford & Associates	41,500.00	41,500.00 (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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Packet Pg. 184

PURCHASING AGENDA SUMMARY

June 14, 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>
16-715-205-SC	Textbooks, State Adopted Books	SC	1 yr.	Instructional Materials Dept. Dana Schaefer	0100/5620	1120/4700	Florida School Book Depository	7,000,000.00	7,000,000.00 (estimate)	Rationale: The Florida School Book Depository is the only established depository for published materials in the state of Florida. It was established in accordance with State Board Rules 6A.1.012(11)b.
16-480-224-SS	Sole Source Curriculum Materials	SS	N/A	ESE Dept. Sherry Aemisegger	0420/6600 0100/6600	D341 2646	American Reading Company	96,100.00	96,100.00	Rationale: The vendor holds the copyrights and the distribution rights to these materials

**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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Packet Pg. 185

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **June 14, 2016**

Bid No: 16-330-228-CB

Bid Title: Fencing Chain Link & Miscellaneous Installed

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: 06/14/16 thru 05/21/18 N/A - One Time Purchase

Contract Value: \$ 1,500,000.00

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

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

*** Rationale/Reason**

Co-operative bid with Pinellas County Board of County Commissioners bid# 123-0148-B (LN).

Reason for Submittal to Board Under Separate Cover:

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

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

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

Recommended award by vendor as follows: (see attached)

Attachment: Bids (6-14-16) (5761 : Bids)

SMITH FENCE COMPANY (V-2054)

The work shall consist of furnishing all materials, labor, tools, equipment and supervision required to install fencing County Wide.

<u>Description</u>	<u>Unit Price</u>
GROUP 1 - Chain Link Fence Fabric, with 1.2 oz. zinc coating per square foot of surface, ASTM Standards.	
4'-0" with line posts & top rails	\$8.00 LF
6'-0" with line posts & top rails	10.50 LF
6'-0" with tension wire	8.50 LF
6'-0" with top rail & 3 strands of barbed wire	11.25 LF
7'-0" with line posts & top rails	12.50 LF
8'-0" with line posts & top rails	14.75 LF
10'-0" with line posts & top rails	17.65 LF
12'-0" with line posts & top rails	21.50 LF
Ground Rods, Copper, 5/8" x 8'	50.00 EA
Discount off of all items not listed above	5%
GROUP 2 - End & Corner Posts, complete with braces per specifications.	
4' End posts	39.00 EA
4' Pull posts	32.50 EA
4' Corner posts	48.25 EA
6' End posts	45.00 EA
6' Pull posts	38.00 EA
6' Corner Posts	56.00EA
7' End posts	82.00 EA
7' Pull posts	43.00 EA
7' Corner posts	123.00 EA
8' End posts	108.00 EA
8' Pull posts	64.00 EA
8' Corner posts	155.00 EA
10'-0" Pull posts	135.00 EA
10'-0" Corner posts	180.00 EA
12'-0" End posts	162.00 EA
12'-0" Pull posts	98.00 EA
12'-0" Corner posts	215.00 EA
Welded Plate to Post w/ anchors, include hardware	25.00 EA
Discount off of all items not listed above	5%

Attachment: Bids (6-14-16) (5761 : Bids)

GROUP 3-A - Gates, including posts and hardware for 4'0" fence per specifications.**Unit Price**

24' Rolling gate	766.00 EA
20' Rolling gate	692.00 EA
18' Rolling gate	610.00 EA
16' Rolling gate	573.00 EA
14' Rolling gate	564.00 EA
12' Rolling gate	462.00 EA
10' Rolling gate	425.00 EA
16' Cantilever gate	1151.00 EA
24' Cantilever gate	1360.00 EA
12' Single swing gate	431.00 EA
10' Single swing gate	376.00 EA
8' Single swing gate	323.00 EA
6' Single swing gate	243.00 EA
4' Single swing gate	190.00 EA
Discount off of all items not listed above	5 %

GROUP 3-B - Gates, including posts and hardware for 6'0" fence per specifications.

24' Rolling gate	729.00 EA
20' Rolling gate	662.00 EA
18' Rolling gate	583.00 EA
16' Rolling gate	547.00 EA
14' Rolling gate	514.00 EA
12' Rolling gate	445.00 EA
10' Rolling gate	411.00 EA
16' Cantilever gate	1118.00 EA
20' Cantilever gate	1,248.00 EA
12' Single swing gate	393.00 EA
10' Single swing gate	345.00 EA
8' Single swing gate	274.00 EA
6' Single swing gate	225.00 EA
4' Single swing gate	161.00EA
20' Slide gate	662.00 EA
Discount off of all items not listed above	5%

Attachment: Bids (6-14-16) (5761 : Bids)

GROUP 3-C - Gates, including posts and hardware for 7'0" fence per specifications.

Unit Price

24' Rolling gate	766.00 EA
20' Rolling gate	692.00 EA
18' Rolling gate	610.00 EA
16' Rolling gate	573.00 EA
14' Rolling gate	564.00 EA
12' Rolling gate	462.00 EA
10' Rolling gate	425.00 EA
16' Cantilever gate	1,151.00 EA
24' Cantilever gate	1,360.00 EA
12' Single swing gate	431.00 EA
10' Single swing gate	376.00 EA
8' Single swing gate	323.00 EA
6' Single swing gate	243.00 EA
4' Single swing gate	190.00 EA
Discount off of all items not listed above	5%

GROUP 3-D - Gates, including posts and hardware for 8'0" fence per specifications.

24' Rolling gate	895.00 EA
20' Rolling gate	806.00 EA
18' Rolling gate	713.00 EA
16' Rolling gate	668.00 EA
14' Rolling gate	625.00 EA
12' Rolling gate	542.00 EA
10' Rolling gate	498.00 EA
16' Cantilever gate	1,180.00 EA
24' Cantilever gate	1,488.00 EA
12' Single swing gate	506.00 EA
10' Single swing gate	442.00 EA
8' Single swing gate	377.00 EA
6' Single swing gate	282.00 EA
4' Single swing gate	216.00 EA
Discount off of all items not listed above	5%

Attachment: Bids (6-14-16) (5761 : Bids)

GROUP 3-E - Gates, including posts and hardware for 12'0" fence per specifications.

Unit Price

24' Rolling gate	1,060.00 EA
20' Rolling gate	939.00 EA
18' Rolling gate	840.00 EA
16' Rolling gate	775.00 EA
14' Rolling gate	715.00 EA
12' Rolling gate	621.00 EA
10' Rolling gate	560.00 EA
16' Cantilever gate	1,245.00 EA
24' Cantilever gate	1,554.00 EA
12' Single swing gate	686.00 EA
10' Single swing gate	596.00 EA
8' Single swing gate	505.00 EA
6' Single swing gate	379.00 EA
4' Single swing gate	288.00 EA
Wheel Assembly 5," for roll gate w/ hardware	23.00 EA
Wheel Assembly, 8," for roll gate w/ hardware	35.00 EA
Discount off of all items not listed above	5%

GROUP 4-Removal of old fence up to and including 6' high

Removal of Old Fence	1.00 LF
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GROUP 5- Temporary Fence

Labor and materials to install & remove temporary fencing	2.00 LF
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GROUP 6- Remove & reinstall floor to ceiling fencing

6' to 8' chain link fence	1.20 LF
10' to 15' chain link fence	1.80 LF
16' to 20' chain link fence	2.00 LF
Discount off of all items not listed above	5%

GROUP 7- Additional Fencing Materials

6' Privacy Fencing Material, PDS Vinyl slat or aluminum padded webbing	7.05 LF
6' Wood Stockade (Pressure treated pine)	10.50 LF
4' Field Fence (FDOT specifications)	3.30 LF
Razor Wire, 30"	286.00 /50" Roll
Roller Chain, #40 Steel	4.50 LF
Discount off of all items not listed above	5%

GROUP 8- Pipe Handrail (Steel & Aluminum)

3 Rail Steel Handrail	31.00 LF
3 Rail Aluminum	30.50 LF
2 Rail Steel	25.75 LF

Attachment: Bids (6-14-16) (5761 : Bids)

2 Rail Aluminum	25.50 LF
Replace 3 Rail Steel Handrail	35.50 LF
Replace 3 Rail Aluminum	35.00 LF
Replace 2 Rail Steel	29.75 LF
Replace 2 Rail Aluminum	29.50 LF
Discount off of all items not listed above	5%

GROUP 9- Vinyl Fencing, Posts, Top Rails, Corner Post (Various Colors)

Unit Price

4' Vinyl Coated Fabric, 9 gauge core steel strain, vinyl coated	1.20 LF
6' Vinyl Coated Fabric, 9 gauge core steel strain, vinyl coated	1.80 LF
8' Vinyl Coated Fabric, 9 gauge core steel strain, vinyl coated	2.40 LF
4' Vinyl Coated fence system w/line post & top rail	10.50 LF
4' Vinyl Coated fence system w/o top rail	7.75 LF
6' Vinyl Coated fence system w/line post & top rail	13.95 LF
8' Vinyl Coated fence system w/line post & top rail	19.25 LF
4' Vinyl Coated end-pull-corner post	60.00 EA
6' Vinyl Coated end-pull-corner post	82.00 EA
8' Vinyl Coated end-pull-corner post	238.00 EA
6' White PVC tongue and grove fence	16.95 LF
4' x 4' Single vinyl coated gate	153.00 EA
6' x 6' Single vinyl coated gate	208.00 EA
4' x 8' Single vinyl coated gate	247.00 EA
6' x 4' Single vinyl coated gate	201.00 EA
6' x 6' Single vinyl coated gate	281.00 EA
6' x 8' Single vinyl coated gate	340.00 EA
8' x 4' Single vinyl coated gate	270.00 EA
8' x 6' Single vinyl coated gate	352.00 EA
8' x 8' Single vinyl coated gate	460.00 EA
4' x 6' White PVC gate w/gate post and hardware	800.00 EA
5' x 6' White PVC gate w/gate post and hardware	850.00 EA
6' x 6' White PVC gate w/gate post and hardware	900.00 EA
6 x 10' White PVC gate w/swing	1025.00 EA
Discount off of all items not listed above	5%

GROUP 10 Installation and removal of fencing (2 men crew w/tools)

Hourly rate charge Monday thru Friday straight time	90.00 HR
Hourly rate charge Monday thru Friday overtime	135.00 HR
Hourly rate charge Holidays	135.00 HR

GROUP 11- Repair and replacement of fencing (2 men crew w/tools)

Hourly rate charge	90.00 HR
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Additional Clearing per Hour

Clearing with Mower	150.00 HR
Clearing with Bush Hog	180.00 HR

Attachment: Bids (6-14-16) (5761 : Bids)

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

11.33.a

School Board Meeting of: June 14, 2016

Bid No: 16-968-231

Bid Title: Direct Digital Controls Replacement

Original Bid No: 06-968-544-RFP

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

Agenda Item Categories:

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

Contract Period: thru [X] N/A - One Time Purchase

Contract Value: \$ 1,432,875.00

Contract Type: [] Estimated Dollar Amount, [X] 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, [X] None

* Rationale/Reason

The bidders solicited to bid on the direct digital controls replacement for these five facilities were selected from Bid#06-968-544-RFP, which expired on 5/21/16.

[] Reason for Submittal to Board Under Separate Cover:

Bidders Solicited: 2 Bids Received: 1 Late Bids: 0 Rejected Bids: 0 [] N/A - Bids Not Required

Submitted By: Linda M. Balcombe, CPPO, CPPB For: Five Facilities County Wide
Title: Director, Purchasing Department

Requested By: Craig D. Pollei Buyer: Christine Roney
Title: Director of Facilites, Planning, Design & Construction Department

Recommended award by vendor as follows: (see attached)

Attachment: Bids (6-14-16) (5761 : Bids)

AUTOMATED BUILDING CONTROL SYSTEMS, INC.

Provide labor and materials to replace the HVAC direct digital controls at five (5) facilities as per plans and specifications.

Facility	Direct Digital Controls Replacement Cost
Northeast High School	572,300.00
Baypoint Elementary School	251,175.00
Baypoint Middle School	251,175.00
Douglas Jamerson Elementary School	194,050.00
Maximo Elementary School	164,175.00
Total	1,432,875.00

Attachment: Bids (6-14-16) (5761 : Bids)

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: June 14, 2016

Bid No: 16-015-196-PB

Bid Title: Multi-Function Devices, Copying Equipment, Supplies and Related 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: 07/01/16 thru 06/30/17 N/A - One Time Purchase

Contract Value: \$ 1,355,875.00

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

Renewal Options table with columns: No. of Terms Remaining, Length of Each Term, Length of Each Term, None. Values: 5, 6-months, 1 - year.

* Rationale/Reason

Reason for Submittal to Board Under Separate Cover:

Piggybacking U.S. Communities Contract No. 4400003732. This item covers all multi-function copiers district wide as well as the print shop equipment in Central Printing Services.

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

Submitted By: Linda M. Balcombe, CPPO, CPPB For: Central Printing Services Dept. County Wide Facilities
Title: Director, Purchasing Department

Requested By: Michael Domke Buyer: Shauné Ferguson
Title: Central Printing Services Coordinator

Recommended award by vendor as follows: (see attached)

RICOH AMERICAS CORPORATION

Provide Multi-functional Devices (MFD) to various locations countywide. Included in the cost for the MFDs is all software, consumables excluding paper, parts, and maintenance. Ricoh guarantees a 4 hour response time for all service related issues.

<u>Multi-functional Device</u>	<u>Monthly Lease Cost*</u>	<u>Cost Per Copy Charge</u>
Ricoh Aficio MP2550B	\$106.05	\$.0045
Ricoh Aficio MP5000B/MP5002	\$148.13	\$.0045
Ricoh Aficio MP8001	\$228.89	\$.0045

Provide 5 year lease on high speed digital production equipment for the Central Printing Services Department. This agenda item represents year 3 of a 5 year lease. The U.S. Communities agreement has 5 additional one year renewals; years 4 and 5 of this agreement will be taken as separate agenda items upon those renewals. Upon completion of the 5 year term, should the requesting department choose to renew, years 6-8 will be separate agenda items as the U.S. Communities contract is renewed.

QTY	DESCRIPTION	MONTHLY PRICE	12 MONTH LEASE PRICE
1	Kodak Digitmaster HD125 configured with Extra PSM, Inserter, Finisher, Stacker and Booklet Maker	3,772.74	\$45,272.88
1	Kodak Digitmaster HD125 configured with Extra PSM, Inserter, Finisher, Stacker and Booklet Maker	3,772.74	\$45,272.88
1	Ricoh Pro-C901s Graphic Arts Plus configured with Booklet Maker, Trim Unit, Square Back, Cover Feed and Finisher	3,000.00	\$36,000.00
1	Ricoh Pro-8100s configured with Booklet Maker, LCIT 5080 LCT, and SR 5020 2/3 Hole Puncher	654.52	\$7,854.24
2	EFI PowerPress Plus Servers, includes Ricoh connectivity, RIP Options, 5 year extended warranty, installation, service and support	1,789.64	\$21,475.68
TOTAL:		\$12,989.64	\$155,875.68

Monthly lease price includes delivery, installation, network, connectivity and training.

SERVICE AGREEMENT:

Color CPC @ \$.0384 per copy.

Monochrome CPC @ \$.0032 per copy.

Approximately \$50,000.00 per year for copy charges. Price includes parts, labor, toner and staples

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: **June 14, 2016**

Bid No: 16-192-213-RN

Bid Title: Dishwashing Products

Original Bid No: 14-192-142

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: 08/07/16 thru 08/06/17 N/A - One Time Purchase

Contract Value: \$ 102,000.00

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

Renewal Options:

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

Reason for Submittal to Board Under Separate Cover:

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

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

Requested By: Lynn Geist **Buyer:** Jena Grage
Title: Director, Food Service Department

Recommended award by vendor as follows: (see attached)

QVS, INC. (V-20634)

Provide and deliver dishwashing products for the Food Service Department Cafeterias countywide and to secure firm, net pricing for the contract period as specified herein.

ITEM	DESCRIPTION	PRODUCT NAME, MFR. NAME & PART #	RECOMMENDED DILUTION RATIO		COST PER OUNCE	CASE PACK	COST PER CASE
1.	High Temp Dishmachine Detergent	High Temp Dishmachine, QVS F-950566	1	Fl. Oz./10-gals.	\$0.062	5 gal. pail	\$39.80
2.	Rinse Additive	All Temp Rinse Additive, QVS F-950565	0.046	Fl. Oz./10-gals.	0.075	5 gal. pail	48.16
3.	Degreaser Cleaner	Super 4, QVS F-3203	1	Fl. Oz./gal.	0.045	2/2.5 gal.	28.51
4.	Manual Dishwashing Detergent	Premium Pot & Pan, QVS F-3201	0.25	Fl. Oz./gal.	0.056	2/2.5 gal.	35.73
*5.	Laundry Detergent	Authority HE Kleen Laundry, QVS F-5070	0.25	Fl. Oz./40 gal. load	ITEM NOT BEING RENEWED		
6.	Sanitizer/Disinfectant	DS-10R Sanitizer, QVS F-3202	0.25	Fl. Oz./gal.	0.073	2/2.5 gal.	46.55
7.	Oven Cleaner	Clinging Oven & Grill Cleaner, QVS F-8928	Ready to use: Do not Dilute		0.131	6/1 qt.	25.21
8.	Descaler	Delimer, QVS F-950638	1	Fl. Oz./gal.	0.070	4/1 gal.	35.86
*9.	Antibacterial Foam Hand Soap	Antibacterial Moisture Wash, Kutol QVS F-6149	Ready to use: Do not Dilute		ITEM NOT BEING RENEWED		
*10.	Foaming Instant Hand Sanitizer	Instant Hand Sanitizer, Kutol QVS F-8945	Ready to use: Do not Dilute		ITEM NOT BEING RENEWED		
11.	Peroxide Cleaner	Proxy Kleen 7, QVS F-950050	Ready to use: Do not Dilute		0.0157	6/1 qt.	30.15

*Food service chose not to renew items 5, 9 & 10 and purchase items stocked through our district warehouse at a lower cost.

Balance of Line Catalog Discount: 30%

Note: Items will be delivered through Peninsular Paper Company (V-1725)

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: June 14, 2016

Bid No: 16-946-210-RN

Bid Title: Note/Disclosure Counsel

Original Bid No: 11-946-277-RFP

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

Agenda Item Categories:

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

Contract Period: 07/01/16 thru 06/30/21 N/A - One Time Purchase

Contract Value: \$ 78,750.00

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

Renewal Options table with columns: No. of Terms Remaining, Length of Each Term (6-months), Length of Each Term (- year), None

* Rationale/Reason

Reason for Submittal to Board Under Separate Cover:

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

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

Requested By: Andrew Jacobsen Buyer: Linda Balcombe
Title: Manager, Cash Management Department

Recommended award by vendor as follows:

NABORS, GIBLIN & NICKERSON, P.A.

Provide non-exclusive legal services to the district regarding legal matters on the issuance of certain types of financing instruments, i.e. Tax Anticipation Notes, capital leases, COPS. Legal assistance will include, but not be limited to; preparation of issuance documents, tax exemption opinions, enforceability and validity opinions, rating assistance, due diligence procedures and opinions and oversight of the ongoing disclosure for the issuance of the aforementioned financing instruments available to the District pursuant to Florida Statutes.

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: June 14, 2016

Bid No: 16-440-198-RN

Bid Title: Glass & Mirrors: Materials and Installation

Original Bid No: 15-440-178

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: 06/25/16 thru 06/24/17 N/A - One Time Purchase

Contract Value: \$ 50,000.00

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

Renewal Options table with columns: No. of Terms Remaining, Length of Each Term, Length of Each Term, None. Values: 1, 6-months, 1 - year.

* Rationale/Reason

Reason for Submittal to Board Under Separate Cover:

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

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

Requested By: Mike Hewett Title: Director, Maintenance Department Buyer: Jason O'Toole

Recommended award by vendor as follows: (see attached)

GLASS SERVICE 8, INC. (V-962)

Provide and deliver glass and mirrors on an as needed basis with firm unit pricing for the contract period. Provide general repairs and services at an approved per hour labor rate.

Category I: Materials & Supplies (*minimum 3 square feet on all tempered glass products)

ITEM	TERMS ITEM NO.	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
1.	44022660	1/8 X 48 X 84 Bronze Glass DS	Sheet	\$44.31
2.	44022661	1/8" Clear, Tempered	SF	\$5.54
3.	44022662	1/8" OBS Texture Pattern 062, Raw Plate	SF	\$3.02
4.	44022663	1/8" OBS Texture Pattern 062 Tempered	SF	\$7.05
5.	44022664	1/8" Bronze Tempered	SF	\$6.04
6.	44022665	1/8 X 48 X 84 Glass DS (Light Case 43/Ea)	Sheet	\$20.14
7.	44022666	3/16" OBS Texture Pattern 062 Raw Plate	SF	\$4.03
8.	44022667	3/16" Clear Raw Plate	SF	\$2.52
9.	44022668	1/4" Bronze Tempered	SF	\$6.04
10.	44022670	1/4" Solar Reflective Raw Plate Blue	SF	\$8.06
11.	44022671	1/4" Clear Tempered	SF	\$5.54
12.	44022672	1/4" Clear Raw	SF	\$3.02
13.	44022673	1/4" Blue Solar Reflective Tempered	SF	\$17.62
14.	44022674	1/4" Bronze Solar Reflective Tempered	SF	\$13.59
15.	44022675	1/4" Gray Lite 14 Tempered	SF	\$12.08
16.	44022677	1/4" Bronze Raw Plate	SF	\$3.02
17.	44022678	1/4" Gray Raw Plate	SF	\$3.02
18.	44022679	1/4" Gray Solar Reflective Tempered	SF	\$13.59
19.	44022680	1/4" Gray Solar Reflective Raw	SF	\$6.04
20.	44022681	3/16" OBS Texture Pattern 062 Tempered	SF	\$8.06
21.	44022682	1/4" Bronze Solar Reflective, Raw	SF	\$6.04
22.	44022683	1" Insulated: 1/4" Bronze Temp OS, 1/4" Clear Temp, 1/2" Bead	SF	\$18.13
23.	44022684	1/2" Insulated: 1/8" Clear Temp OS, 1/8" Bz Temp, 1/4" Bead	SF	\$16.11
24.	44022685	3/4" IS: 1/4" Gray Temp OS, 1/4" Clear Temp Is, 1/4" Bead	SF	\$18.13

Attachment: Bids (6-14-16) (5761 : Bids)

ITEM	TERMS ITEM NO.	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
25.	44022686	1" Insulated: 1/4" Gray Temp OS, 1/4" Clear Temp Is, 1/2" Bead	SF	\$18.13
26.	44022689	1/4" Raw Mirror	SF	\$6.80
27.	44022691	18" X 24" Model 110 Stainless Steel Framed Mirror	Each	\$161.12
28.	44022692	24" X 60" Model 110 Stainless Steel Framed Mirror	Each	\$372.59
29.	44022693	24" X 30" Model 110 Stainless Steel Framed Mirror	Each	\$206.44
30.	44022694	Mirror Mastic	Gallon	\$40.28
31.	44022695	1/4" X 1/2" Butyl Glaze Tape, Black, 20 l.f./roll, 20 rolls/cs.	Case	\$161.12
32.	44022696	1/8" X 3/8" Butyl Glaze Tape, Black, 25 l.f./roll, 24 rolls /cs.	Case	\$120.84
33.	44022697	Showcase 1/2" Double Channel Al Anodized, 1 3/16" X 1 3/16",	LF	\$4.03
34.	44022698	Showcase Double Track, Al Anodized, Open End 1 1/16" X 9/32"	LF	\$3.78
35.	44022699	Showcase Glass Shoe, Alum Anodized For 7/32" & 1/4" Glass	LF	\$3.52
36.	44022700	Showcase Track Wheels, steel, ball bearing, press fit	Each	\$3.02
37.	44024250	Glass Stop, 1/2" X 1/2" X 24' Channel #10044	Each	\$40.28
38.	44022701	Finger Pull, Translucent, 3M Adhesive Backed, 3/4" X 2 3/4"	Each	\$3.02
39.	44022702	Anti- Rattle Guide, Plastic, Top Edge Of Glass, Press Fit, 7/8"	Each	\$1.21
40.	44022703	Setting Blocks, PVC, 1/2" X 1/16" X 2"	Each	\$0.08
41.	44022704	Setting Blocks, PVC, 1/2" X 1/8" X 2"	Each	\$0.10
42.	44022705	Setting Blocks, PVC, 1/2" X 1/4" X 2"	Each	\$0.15
43.	44022706	Wire Glazing Clips, Galv., Somaca # 342-1022	Each	\$0.05
44.	44022707	Wire Glazing Clips, Galv., Somaca # 342-1020	Each	\$0.08
45.	44022708	Wire Glazing Clips, Galv., Somaca # 342-1120	Each	\$0.10
46.	44022709	Sneeze Guards, Edging 1/4" Stainless Steel Channel	LF	\$1.31

Attachment: Bids (6-14-16) (5761 : Bids)

ITEM	TERMS ITEM NO.	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
47.	44022710	Caulk, Bronze, Dow Corning 795BR	Each	\$14.10
48.	44022711	Charcoal Fiberglass Screen, 60" x 100'	Roll	\$130.91
49.	44022712	Gray Fiberglass Screen, 60" x 100'	Roll	\$130.91
50.	44022713	Screen Molding, 12' Lengths	Each	\$9.06
51.	44022714	Screen Corners' Pieces to Match	Each	\$0.55
52.	44022715	Mirror "J" Mold, 16' Length	Each	\$30.21
53.	44055712	9/16" Laminated glass-1/4" clear on inside 1/4" clear on outside	SF	\$26.18
54.	44055713	9/16" Laminated glass-1/4" clear on inside 1/4" colored on outside	SF	\$28.20
55.	44055714	7/16" Laminated glass-3/16" clear on inside 3/16" clear on outside	SF	\$26.18
56.	44055715	7/16" Laminated glass-3/16" clear on inside 3/16" colored on outside	SF	\$28.20

Category II: Labor Rates – General Repairs and Services

DESCRIPTION	HOURLY RATE
Normal Hours (Monday - Friday 7:00 AM to 4:00 PM)*	\$55.00
Nights and Weekends (After normal Hours or SAT/SUN)	\$82.50
Emergencies (When needed within 2-hours of request)	\$82.50

***Emergency repair calls during normal working hours are billed at normal rates**

Attachment: Bids (6-14-16) (5761 : Bids)

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: June 14, 2016

Bid No: 16-946-209-RN

Bid Title: Financial Advisor

Original Bid No: 11-946-276-RFP

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

Agenda Item Categories:

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

Contract Period: 07/01/16 thru 06/30/21 N/A - One Time Purchase

Contract Value: \$ 41,500.00

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

Renewal Options table with columns: No. of Terms Remaining, Length of Each Term (6-months), Length of Each Term (- year), None

* Rationale/Reason

Reason for Submittal to Board Under Separate Cover:

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

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

Requested By: Andrew Jacobsen Buyer: Linda Balcombe
Title: Manager, Cash Management Department

Recommended award by vendor as follows:

FORD & ASSOCIATES

Provide non-exclusive financial advice to the District regarding financial matters on the issuance of certain types of financing instruments available to the District under Florida Statute (i.e. Tax Anticipation Notes, capital leases, COPS).

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: June 14, 2016

Bid No: 16-715-205-SC

Bid Title: Textbooks, State Adopted Books

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: 07/01/16 thru 06/30/17 N/A - One Time Purchase

Contract Value: \$ 7,000,000.00

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

Renewal Options table with columns: No. of Terms Remaining, Length of Each Term (6-months), Length of Each Term (- year), None

* Rationale/Reason

The Florida School Board Depository is the only established depository for published materials in the state of Florida. It was established in accordance with 6A-1.012(11)(b) State Board Rules.

Reason for Submittal to Board Under Separate Cover:

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

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

Requested By: Dana Schaefer Buyer: Clair Stapleton
Title: Coordinator, Instructional Materials Department

Recommended award by vendor as follows:

FLORIDA SCHOOL BOOK DEPOSITORY V868

Provide state adopted textbooks to Pinellas County School's instructional materials department, for delivery to school countywide or direct deliveries to individual schools for a "not to exceed" amount of \$7,000,000.00.

School Board Meeting of: **June 14, 2016****Bid File No:** 16-480-224-SS**Bid File Title:** Sole Source Curriculum Materials**Contract Period:** thru N/A - One Time Purchase**Contract Value:** \$ 96,100.00**Contract Type:** Estimated Dollar Amount Firm, Fixed Dollar Amount Firm, Fixed Unit Prices Firm, Fixed Fees or Discounts*** Rationale/Reason**

The vendor holds the copyrights and the distribution rights to these materials

Submitted By: Linda M. Balcombe, CPPO, CPPB **For:** Eleven (11) Elementary Schools**Title:** Director, Purchasing Department**Requested By:** Sherry Aemisegger **Buyer:** Clair Stapleton**Title:** Executive Director, Exceptional Student Education Department**Recommended award by vendor as follows:****AMERICAN READING COMPANY V23216**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
<u>Program Materials</u>			
Foundational Skills Toolkit – Full Kit	3	\$2,200.00	\$6,600.00
<u>Independent Reading Level Assessment (IRLA)</u>			
IRLA – Common Core State Standards – 2015 New	10	100.00	1,000.00
IRLA Handbook CCSS	10	100.00	1,000.00
<u>Custom Products</u>			
IRLA Starter Kits (multiple grade levels)	50	1,750.00	87,500.00
TOTAL:			<u>\$96,100.00</u>

FOR SCHOOLS LISTED BELOW:

Campbell Park Elementary, Fairmount Park Elementary, Douglas Jamerson Elementary, Lakewood Elementary, Lynch Elementary, Maximo Elementary, Melrose Elementary, New Heights Elementary, Ponce De Leon Elementary, Ridgecrest Elementary, & Sandy Lane Elementary

Attachment: Bids (6-14-16) (5761 : Bids)

ADOPTED

REQUEST FOR APPROVAL (ID # 5762)

June 14, 2016

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval to Renew the Agreement Between Community Tampa Bay, Inc. and the Pinellas County School Board

BACKGROUND:

Since 1991, a partnership between Pinellas County Schools and Community Tampa Bay, Inc. has provided initiatives such as ANYTOWN and the Principals' Multicultural Advisory Committees (PMAC) to promote positive changes in the cultural environment of our schools and increase opportunities for student leadership.

STRATEGIC DIRECTION: Student Achievement

ALTERNATIVES:

1. Approve the agreement with Community Tampa Bay, Inc.
2. Do not approve the agreement with Community Tampa Bay, Inc.

RECOMMENDATION:

Alternative No. 1 is recommended.

RATIONALE:

The District Strategic Plan, Goal 3, and Pinellas County Priority Objectives are supported by the work of Community Tampa Bay, Inc. (CTB), whose mission is to end discrimination and close the racial achievement gap. The \$212,000 contract is allotted as follows: ANYTOWN \$65,000; Youth Conferences and school support \$57,500; Professional Development of schools trained through Cohort Model \$89,500.

Students have greatly benefitted as a result of the impactful and long-term relationship between CTB and Pinellas County Schools (PCS). Youth Conferences are a gateway to ANYTOWN (Florida's premier youth leadership and diversity education program). A study of black males who graduated from ANYTOWN between the years of 2010 and 2012 demonstrated that 100% of these students also graduate from high school.

In 2015-2016 CTB worked with PCS to implement a scalable cultural competence training model for district professionals to address cultural competence and assist in bridging the achievement gap. In 2016-2017, CTB proposes to increase cultural competence training from one cohort, reaching five schools and sixty PCS personnel, to three cohorts, reaching fifteen schools and up to one hundred and eighty PCS personnel.

FINANCIAL IMPACT:

Pinellas County Schools will pay \$212,000 to Community Tampa Bay, Inc.

DATA SOURCES:

David Koperski, School Board Attorney

Lori Matway, Associate Superintendent, Student and Community Services

Jennifer Russell, Executive Director of Community Tampa Bay, Inc.

SUBMITTED BY:

Lori Matway, Associate Superintendent, Student and Community Services

ATTACHMENTS:

- CTB & PCS Signed Contract_2016-2017 (PDF)



CONTRACT: Pinellas County Schools 2016-2017

I. Youth Development

According to a McKinsey & Company report, if we had closed the racial achievement gap by 1998, by 2008 our national GDP would have been \$5258 higher. With the persistence of educational inequity disproportionately impacting students of color, not only are nearly a quarter of Pinellas County Schools students in danger of falling into this gap, but our broader community as a whole continues to suffer the economic cost.

As described in the following proposal Community Tampa Bay's PCS-contracted programs address the strategic plan's explicit bridging the achievement gap" goals {Goal 1, Action 3: "increase achievement levels of minority students").

Additionally, in 2004, Principals' Multi-Cultural Advisory Committees (PMAC) became a School Board mandate and remain an action step in the PCS strategic plan under Goal 3. The action step is "to ensure schools have an active and documented Principal's Multicultural Advisory Committee (PMAC) program which addresses the responsibilities of schools to provide an environment reflective of the District's core value of cultural competence."

In addition to supporting Goal 1, Action 3, Community Tampa Bay's PCS services also assist the district in achieving Goal 3's objective to provide an environment of cultural competence, including assisting the district in addressing its challenges in disproportionate disciplinary practices for students of color.

PCS Contracted Service 1 ANYTOWN

ANYTOWN is a 5-day, 4-night residential conference for teens that gives them a framework for having hard conversations with people who don't look like them and an understanding of why that's important. We call these tactics "dialogue" and "cross-cultural interactions," both of which are proven techniques for prejudice reduction. Students experience interactive workshops that teach and demonstrate the concept of "-isms" or systems of advantage that favor one group of individuals over another and the ways these systems create and reinforce discrimination.

Throughout the week, ANYTOWN participants have the opportunity to further explore and process the knowledge they are gaining in these workshops in dialogue groups, which they meet with several times during their ANYTOWN experience. Dialogue groups engage students in the exploration of their own identity and how their social identity impacts the ways that they interact with their family, friends and broader community. Dialogue groups also allow students to build emotional intelligence and practice empathy for others by offering the opportunity to listen and share with peers in a diverse, inclusive and confidential environment. In addition to workshops and dialogue groups, ANYTOWN also creates diverse and inclusive dorm communities for students, where they not only sleep, but also interact in intentional ways with their "dorm families," including reflecting on their day, what they learned about themselves and others and what challenges are arising for them as we present and discuss the many layers of discrimination. Finally, through structured free time during the ANYTOWN week, or what we call "community time," students have the chance to further experience cross-cultural interactions with new friends and ANYTOWN



staff.

The ANYTOWN week concludes with a leadership workshop that offers teens the opportunity to create an action plan for how they will work to interrupt stereotypes, prejudice and discrimination in their schools and communities.

ANYTOWN contributes to students' positive identity development. A wide body of academic research shows that identity affirmation is associated with a number of pro-social behaviors that enhance a student's overall educational experience. Additionally, ANYTOWN increases students' sense of social responsibility, which is linked to academic achievement.

A study of black males who graduated from ANYTOWN between the years of 2010 and 2012 demonstrated that 100% of these students also graduated from high school. In Pinellas County, at just 61%, the black male graduation rate continues to lag below the district average of 78% and the national graduation rate of over 80%. Community Tampa Bay's proven effectiveness in developing the academic and leadership potential of students of color can not only benefit the students themselves, but also assist Pinellas County Schools in achieving its goals. The ANYTOWN program aligns with Florida Standards for social studies curriculum and has 10 years of research data demonstrating its effectiveness. Results showing the effectiveness of ANYTOWN as a relevant community-based practice for reducing discrimination were published in March 2016 in the textbook, *The Cost of Racism for People of Color* (American Psychological Association).

Proposed District Commitment

Proposed 2016-2017 # of PCS Youth to be Served through ANYTOWN	65
Proposed District Commitment	\$65,000

For reference the following shows the 2015-2016 district commitment

2015-2016 # of PCS Youth Served through ANYTOWN	53 (contracted for 50)
District Commitment	\$50,000

PCS Contracted Service 2: Youth Leadership Conferences

Youth Leadership Conferences take 50-60 youth through an all-day empowerment experience designed to give them the inspiration and the tools they need to create more inclusive spaces for all students in their school or community. Youth Conferences begin with cross-cultural teambuilding as a way to build rapport and create safety between students; the day continues with transformative dialogue designed to promote empathy for people like us and different from us; we conclude with action-planning and application of the skills required to interrupt exclusion.

We facilitate a planning meeting with a group of youth leaders to get a sense of the culture of your school or program, and to identify any specific challenges you'd like to address with the conference. We also offer optional follow-up sessions with either the whole group or the youth leadership team to process lessons learned, and ensure the sustainability of the dialogue started by the conference.

PCS faculty had this to say in 2015-2016 about Youth Conferences: "As the faculty liaison for our school's Multicultural Advisory Committee and Gay-Straight Alliance, I have had the distinct pleasure of working with Community Tampa Bay for several years now. I am always impressed with their skillful way of handling hot-button current issues in a way that is both entertaining and informative.



They have an innate ability to get all of the students involved and make them feel welcomed, and to debrief potentially volatile and emotional subject matter in a manner that takes everyone's comfort level into consideration. The dialogue they promote among the students and staff is engaging and relevant, and students walk away feeling empowered and ready to facilitate positive change in their communities. I would not hesitate for a second to recommend them for any kind of collaboration with our youth!"

-Elizabeth C. Hooper, Seminole High School

"Thanks for making our student experience at the Community Tampa Bay Youth Conference a meaningful one. Some powerful themes were explored and students were able to take a look at how society impacts our prejudices and how we contribute to them by acceptance. They identified the barriers to greatness, obstacles to bonding and made commitments to change." -Bahiyah Sadiki, Principal's Multicultural Advisory Committee Sponsor, Gibbs High School

After every Youth Conference, students are asked to reflect on their experience as it relates to our programmatic goals. Below are the average results from the participants of Youth Conferences facilitated by Community Tampa Bay in 2015-16:

As a result of this program/event, I can better recognize the impact of prejudice, stereotypes, and discrimination.	94%
During this program, I had meaningful interactions with people whose race, ethnicity, religion, sexual orientation, gender, or ability is different from my own	96%
This program has taught me techniques to reduce prejudice, stereotypes, and discrimination	93%

Additionally, 93% of students felt like they are more equipped to facilitate a dialogue with their peers about issues of diversity. Youth are also given space to both free write comments as well as complete sentences about their experiences. Below are some of the anecdotal comments made by participants in 2015-16 Youth Conferences:

- *"It was a great way to meet new people, and bond with friends. Taught me good communication skills and to accept everyone is different."*
- *"I learned different isn't a bad thing at all."*
- *"It was amazing to see how we could come together, so thank you for bringing us all together."*
- *"I enjoyed both facilitators and their clever ways to uncover and interact with our hidden and personal observations. Thank you for coming and changing our lives."*
- *"Thank you so much. You really motivated me to help out and change things."*

Proposed District Commitment

Proposed 2016-2017 # of Youth Conferences	15
Proposed 2016-2017 District Commitment	\$57,500

**This service also includes support/or District-Wide PMAC Events, including two end-of-year celebrations, as well as annual PMAC liaison training
For reference the following shows the 2015-2016 district commitment*

2015-2016 # of Youth Conferences Provided	12
2015-2016 District Commitment	\$50000



II. Cultural Competence Training

According to the National Education Association (NEA), cultural competence, or the ability to successfully teach students who come from a culture or cultures other than one's own, is the key to thriving classrooms. According to the NEA, there are five basic skillsets that characterize cultural competence:

- Being culturally self-aware
- Being aware of students' culture
- Understanding the dynamics of difference
- Valuing diversity
- Institutionalizing cultural knowledge and adapting to diversity.

In 2015-2016, Community Tampa Bay (CTB) worked with Pinellas County Schools (PCS) to implement a scalable cultural competence training model for district professionals that aims to address cultural competence and seeks to assist in bridging the achievement gap.

Results from training and follow-up technical assistance with schools that were part of the 2015-2016 cohort are as follows (to-date as of April 20 with additional training and technical assistance pending):

- 92% of participants agreed or strongly agreed that the training helped them gain and understanding of the impact of exclusion in our schools.
- 92% of participants agreed or strongly agreed that the training helped them experience prejudice-reducing cross-cultural interactions.
- 80% of participants agreed or strongly agreed that the training helped them identify and develop strategies for reducing prejudice and exclusion in their schools.

Schools with an inclusive culture, where that culture is established and maintained by leadership, see better academic outcomes among students of color and also see fewer disciplinary referrals for students of color because faculty are able to better understand and meet the needs of a diverse student body.

In 2016-2017, Community Tampa Bay proposes to increase cultural competence training from one cohort, reaching 5 schools, reaching approximately 60 PCS personnel to 3 cohorts, reaching 15 schools and up to 180 PCS personnel. Our training and consultation plan includes the following activities:

- Principal & Administrator Consultation - Selected schools in each of 3 cohorts will receive two hours of dedicated consultation to identify cultural competence challenges, barriers, opportunities and orientation on cohort process.
- Cohort Training - Selected school leaders, educators, parents, students and community stakeholders will receive one full day and two half-days of cultural competence training that will include action planning (up to 60 participants in cohort)
- PMAC Liaison Consultation - Selected schools will receive an additional two hours of consultation for PMAC liaisons on supporting cultural competence initiatives and action steps
- Follow-up with School-Based Cohorts - Participants will receive additional technical



- assistance on addressing challenges in implementing a cultural competence action plan and recommendations for continued engagement
- Community Dialogue Facilitation – Dialogue includes school personnel, parents, students and community partners to compile community-based input on increased cultural competence in schools (to be coordinated by PCS and facilitated by CTB)

Throughout the process, we will continue to work with PCS personnel to identify schools, integrate PCS culturally responsive curriculum training initiatives into our model, coordinate data-gathering opportunities, engage in action planning with individual schools (as part of our follow-up) and share progress with PCS leadership. The 2015-2016 cost for one cohort, including 6 schools and 60 personnel was \$37,900. To expand services to include 3 cohorts, including up to 180 personnel is proposed at the following rate:

Proposed District Commitment

Proposed 2016-2017 # of Schools Trained through Cohort	15
Proposed 2016-2017 # of District Professionals Served	180
Proposed 2016-2017 District Commitment	\$89,500

**Training hours for each school involved in cohort total 2,880 (assuming 15 schools, 60 participants per school). Each school also receives an additional 10 hours of technical assistance and follow-up. The total cost per school for this engagement is \$5,966.*

For reference the following shows the 2015-2016 district commitment

2015-2016 # of Schools Trained through Cohort Model	6
2015-2016 # of District Professionals Served	60
2015-2016 District Commitment	\$37,900

This commitment increases youth development services by approximately 40% and scales cultural competence training to triple its reach. Each of these services, and the sustained commitment for providing them in the district, will contribute to achieving the district's strategic plan goals of bridging the achievement gap and providing safe learning environments where cultural competence is not just a priority, but a valued part of district culture.

Payment for 2016-2017 services to be provided: \$212,000

Upon signing this Agreement, or shortly thereafter, the School Board of Pinellas County shall pay to Community Tampa Bay the total sum of the contract

MUTUAL AGREEMENT:

The parties hereto mutually agree as follows:

The term of this agreement is from July 1 2016 to June 30, 2017.

Both parties will publicly acknowledge the events and make reasonable efforts to enhance the publicity, visibility and positive image of both organizations.

This Agreement may only be modified or amended by mutual consent of the parties. Such amendment must be reduced to writing and signed by both parties.

The parties agree to comply with all conditions of the Civil Rights Act of 1964 and its subsequent amendments in the performance of this Agreement.



This agreement shall be construed in accordance with the laws of the State of Florida.

If any provision, covenant, or condition of this Agreement is held by a court or regulatory body of competent jurisdiction to be invalid, void, or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

Any waiver of the terms and conditions of this Agreement may be made by either party with oral notice to the other. However, for any waiver to be binding, it must be reduced to writing and signed by both parties within ten (10) business days of oral notice. No waiver of the terms of the Agreement or failure by either party to this Agreement to exercise any option, right or privilege on any occasion or through the course of dealing, shall be construed to be a waiver of any subsequent breach or any option, right or privilege on any subsequent occasion.

This constitutes the entire agreement of the parties. Any prior oral or written representations not incorporated herein are not valid or enforceable.

This Agreement may be signed in one or more counterparts, each of which shall constitute an original and together shall constitute the executed Agreement.

This Agreement and the rights and obligations of the parties under this Agreement may not be assigned.

In no event shall either party be liable for any delay or failure to perform here under, which delay or failure to perform is due to causes beyond the control and circumstances not resulting from the fault or negligence of the party claiming excusable delay

Community Tampa Bay hereby acknowledges and agrees to abide by the Florida Jessica Lunsford Act and obtain, at its own cost, necessary clearance of all employees, agents, and subcontractors who (1) have access to school grounds when students are present, (2) have direct contact with students, on or off school grounds, or (3) have access to or control of school funds. Further information can be obtained at www.pinellas.k12.us by linking to Jessica Lunsford Act."

The parties agree to be fully responsible for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages proximately caused thereby; provided, however, the parties agree that School Board's liability is subject to the monetary limitations and defenses imposed by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by School Board, nor shall anything herein be construed as consent by School Board to be sued by any third party for any cause or matter arising out of or related to this contract



Cultivating Leaders • Changing Communities
Promoting Dialogue



INWITNESS WHEREOF:

For
COMMUNITY TAMPA BAY, INC.



Jennifer Yeagley Russell
Executive Director

5/25/16
Date



Paul Dontenville
Chair, Board of Directors

5/25/16
Date

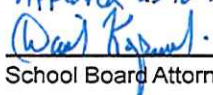
For
SCHOOL BOARD OF PINELLAS COUNTY

School Board Chair

Date

Superintendent

Date

Approved as to form:


School Board Attorney

5-25-16
Date

Attachment: CTB & PCS Signed Contract_2016-2017 (5762 : Request Approval to Renew the Agreement Between Community Tampa Bay, Inc.)

ADOPTED

REQUEST FOR APPROVAL (ID # 5777)

June 14, 2016

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval of a One-Year Charter Renewal for Newpoint Charter High School and Name Change to Pinellas Westcoast Academy High School

BACKGROUND:

The School Board approved the application for Newpoint Charter High School on October 26, 2010. On April 26, 2011, the School Board approved the charter contract for a five-year period, with an expiration date of June 30, 2016. The school currently serves 78 students in grades 9-12. On February 23, 2016, a letter was sent to the Department of Education notifying the Commissioner of Education of the “deteriorating financial condition” of the school. In accordance with Florida State Statute 1002.345(c), the school has been placed on a corrective action plan which requires the governing board “to implement the corrective action plan for one year.” The enrollment of the school will be capped at a maximum of 225 students. The school is also requesting a name change to Pinellas Westcoast Academy High School.

STRATEGIC DIRECTION: Student Achievement

ALTERNATIVES:

1. Approve the one year renewal and the name change to Pinellas Westcoast Academy High School.
2. Do not approve the one year renewal and the name change to Pinellas Westcoast Academy High School.

RECOMMENDATION:

Alternative No. 1 is recommended.

RATIONALE:

District staff reviewed Newpoint Charter High School’s performance data and evaluation report. This information supports the school has measurable and realistic goals for student academic growth and improvement. The district continues to work with the school regarding their corrective action plan, a draft of which has been received. There are no outstanding issues, regarding the corrective action plan or otherwise, that causes concern for the school’s operation for the 2016-2017 school year. However, the renewal request is for one year only to allow for another comprehensive review of all school operations during the 2016-2017 school year. The school received a grade of C for 2014 and B for 2015.

FINANCIAL IMPACT:

If approved, the financial impact to the district will result in an allocation of FTE dollars for each of the 78 students enrolled, not exceeding the enrollment cap of 225 students.

DATA SOURCES:

Heather Wallace, Assistant School Board Attorney
Kevin Smith, CPA, Associate Superintendent, Finance and Business Services
Karen Coffey, Executive Director, Budget and Resource Allocation
Dan Evans, Ph.D., Executive Director, Assessment, Accountability and Research
Rick 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

ATTACHMENTS:

- Pinellas Westcoast Academy (PDF)

CHARTER SCHOOL AGREEMENT

Between

**PINELLAS WESTCOAST ACADEMIES, INC. f/k/a 21 CENTURY
HIGH SCHOOL OF PINELLAS, INC.**

and

THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

for

PINELLAS WESTCOAST ACADEMY HIGH SCHOOL

June 14, 2016

CHARTER SCHOOL AGREEMENT

DEFINITIONS 1

SECTION 1:

- A. Application..... 2
- B. Term of Charter..... 2
 - 1. Effective Date 2
 - 2. Term..... 2
 - 3. Start-Up Date 2
 - 4. School Calendar 2
 - 5. Charter Modification..... 2
 - 6. Charter Renewal..... 3
- C. Education Program and Curriculum 3
- D. Renewal/Non-Renewal/Termination 3
- E. Post Termination Provisions 9
- F. General Statutory Requirements 11

SECTION 2: ACADEMIC ACCOUNTABILITY

- A. Annual Objectives..... 11
- B. Assessments 13
 - 1. State required assessments 13
 - 2. Additional Assessments 13
 - 3. Accommodations 13
 - 4. Assessment Administration 13
 - 5. Reporting..... 13
 - 6. Technological Infrastructure..... 13
- C. Student Promotion/Graduation 13
- D. Data Access and Use Pursuant to Statute 13

SECTION 3: STUDENTS

- A. Students Served..... 14
- B. Non-Discrimination 14
- C. Recruitment..... 15
- D. Eligible Students 15
- E. Class Size..... 16
- F. Projected Enrollment 16
- G. Annual Enrollment..... 16
 - 1. Preliminary Projection 16
 - 2. Annual Enrollment Capacity..... 16
 - 3. Final Enrollment Projection..... 16
- H. Maintenance of Student Records as Required by Statute 17

- I. Exceptional Students..... 18
- J. ESE administrative services..... 20
- K. English for Speakers of Other Languages 20
- L. Dismissal Policies and Procedures..... 21
- M. Student Code of Conduct, Suspension and Expulsion..... 21
- N. School/Parent Contract 22

SECTION 4: FINANCIAL ACCOUNTABILITY

- A. Revenue/State and Local..... 22
 - 1. Basis for Funding Student Reporting..... 22
 - 2. Millage Levy, if applicable 23
 - 3. Fees to be Charged to the School by the District..... 24
 - 4. Distribution of Funds Schedule 24
- B. Federal Funding 28
- C. Federal Grants 30
- D. Charter School Capital Outlay Funds 31
 - 1. Application..... 31
 - 2. Distribution 31
- E. Restriction on Charging Tuition 31
- F. Budget 31
 - 1. Annual Budget 31
 - 2. Amended Budget 31
 - 3. Start Up Funds 31
- G. Financial Records, Reports and Monitoring 32
 - 1. Maintenance of Financial Records..... 32
 - 2. Financial and Program Cost Accounting and Reporting for Florida Schools 32
 - 3. Financial Reports 32
 - i. Monthly Financial Reports 32
 - ii. Annual Property Inventory 32
 - iii. Program Cost Report..... 33
 - iv. Annual Financial Audit..... 33
 - v. Form 990, if applicable 33
 - vi. The School shall provide 33
 - 4. The School’s Fiscal Year 34
 - 5. If the School’s annual 34
 - 6. A final annual..... 34
 - 7. If the School experiences 34
- H. Financial Management of School 34
- I. Description of Internal Operating Procedures 35

SECTION 5: FACILITIES

- A. Facility 35

- B. Statutory Requirement 36
- C. Dissolution or Termination 37
- D. Conversion School 37
- E. Religious Symbols 37

SECTION 6: TRANSPORTATION

- A. Transportation Requirements 37
- B. Reasonable Distance 37
- C. District Provided Transportation..... 37
- D. Safety 37
- E. Funding 37
- F. Legal Requirements 37

SECTION 7: FOOD SERVICES 38

SECTION 8: INSURANCE AND INDEMNIFICATION

- A. Insurance Requirements 39
- B. Property Insurance 40
- C. Personal Property Insurance 40
- D. Worker’s Compensation 40
- E. Fidelity Bond/Crime Coverage 40
- F. Certificates of Insurance 40
- G. Failure to Secure and Maintain 40
- H. School Indemnification 41
- I. Applicable to All Coverages the School Procures 41
 - 1. Other Coverages 41
 - 2. Deductibles/Retention 41
 - 3. Liability and Remedies..... 41
 - 4. Subcontractors 41
 - 5. Waiver of Subrogation 41
 - 6. Defense outside the limits 41
- J. District Indemnification 42
- K. Sovereign Immunity..... 42
- L. Notification of Third-Party Claim, Demand, or Other Action..... 42
- M. Notice of Claims 42
 - 1. Time to Submit..... 42
 - 2. Notice of Cancellation..... 42
 - 3. Renewal/Replacement 43

SECTION 9: GOVERNANCE

- A. Governance of the School 43
- B. Nonprofit..... 44
- C. Bylaws 44

D.	Access	45
E.	Management Company	45
F.	Default or Breach by Management Company	46

SECTION 10: HUMAN RESOURCES

A.	Personnel	46
B.	Nonsectarian	46
C.	Certification	46
D.	Professional Development	46
E.	Suspended or Revoked Certificates	46
F.	Disclosure of Relatives Employed.....	47
G.	Hiring	47
H.	Disclosure of Qualifications	47
I.	Background Screening Policies	47
J.	Background Screening	47
K.	Anti-Discrimination	48
L.	Teacher and Principal Evaluations.....	48
M.	Administrator/Principal Employment.....	48
N.	Statutory Compliance.....	48

SECTION 11: REQUIRED REPORTS/DOCUMENTS

A.	Pre-Opening	48
B.	Monthly.....	49
C.	Annual.....	49
D.	Sponsor Request.....	50
E.	Information Disclosed to Third Parties.....	50

SECTION 12: MISCELLANEOUS PROVISIONS

A.	Impossibility	51
B.	Drug Free Workplace.....	51
C.	Entire Agreement.....	51
D.	No Assignment without Consent	51
E.	No Waiver	51
F.	Default Including Opportunity to Cure.....	51
G.	Survival Including Post Termination of Charter.....	51
H.	Severability	52
I.	Third Party Beneficiary.....	52
J.	Choice of Laws, Jurisdiction and Venue of Disputes	52
K.	Notice.....	52
L.	Conflict Between Charter and Florida Law	52
M.	Conflict/Dispute Resolution.....	52
N.	Citations	53
O.	Interpretation.....	54

APPENDICES

1. The application
2. Governance Documents
3. ELL Plan, if different than Sponsors
4. Management Contract (if applicable)

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 Pinellas Westcoast Academies, Inc. f/k/a 21st Century High School of Pinellas, Inc., a non-profit organization, which is operating Pinellas Westcoast Academy High School at 21810 US Hwy 19 N, Clearwater, Florida.

Definitions

Definitions: The following terms shall have the following meanings herein unless the context clearly requires otherwise:

Application shall mean the School’s original application for a Charter known as Newpoint High School (including amendments) as updated by its application for a renewed Charter 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 Pinellas Westcoast Academies, Inc. f/k/a 21st Century High School of Pinellas Inc. d/b/a Pinellas Westcoast Academy High School. This is a renewal Charter Agreement, the School has previously operated under the name Newpoint High School.

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:** 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 one year commencing on July 1, 2016 and ending on June 30, 2017 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, except for the State Requirements for Educational Facilities 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. The school's projected graduation goal is 80%. 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. **Accommodations:** 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. **Assessment Administration:** 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. **Reporting:** 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. **Technological Infrastructure:** 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 nine through twelve.

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 (225) and grade levels (9-12) 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 75 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) (1) 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.

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.

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 staffings and IEP meetings for all students. The School will provide the Sponsor with the names of School representatives who will participate, pursuant to state and federal law, in IEP meetings as School-based personnel.

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 research-based reading allocation and the Florida digital classrooms allocation. 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.
- vi. 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 each year 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, either projected enrollment or number of students actually registered as of the first day of the month, as set forth in subsection (a) above, will continue to be used for payment purposes.
 - c. Payments will be adjusted retroactively for prior period adjustments.
- iii. 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.

- iv. 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 WFTTE for Group 2 programs established by the Legislature resulting in unfunded WFTTE for the District, then the School's funding shall be reduced to reflect its proportional share of any unfunded WFTTE.
- v. 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:

- a. 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.

b. The School's annual financial audit as required by section 218.39, F.S and this Contract is more than thirty (30) days overdue

c. 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.
- 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. Facility: The School shall be located at 21810 US Highway 19 North, Clearwater, FL 33765. 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. **Statutory Requirement:** 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. **Dissolution or Termination:** 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. **Conversion School:** 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. **Religious Symbols:** 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. **Transportation Requirements:** 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 two to four miles of the school.
- C. **District Provided Transportation (if applicable):** 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. **Safety:** 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. **Funding:** 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 **Legal Requirements:** 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

- A. 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.
- B. 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.
- i. **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. **Insurance Requirements:** 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:** 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. **Personal Property Insurance:** 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. **Worker’s Compensation:** 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. **Certificates of Insurance:** 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 Maintain:** 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. **School Indemnification:** 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. **District Indemnification:** 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. **Sovereign Immunity:** 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:** 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/public employer] and [will/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. Nonprofit: The School shall be organized as a Florida nonprofit organization.
- C. Bylaws: 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. Access: 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. Management Company: 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. **Default or Breach by Management Company:** 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. **Personnel:** The School shall select its own personnel.

- B. **Nonsectarian:** The School's employment practices shall be nonsectarian.
- C. **Certification:** The teachers employed by or under contract to the School shall be certified as required by Chapter 1012.
- D. **Professional Development:** 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. **Suspended or Revoked Certificates:** 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. **Disclosure of Relatives Employed:** 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. **Hiring:** 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. **Disclosure of Qualifications:** 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. **Background Screening Policies:** The School shall implement policies and procedures for background screening of all prospective employees, volunteers and mentors.
- J. **Background Screening:** 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. **Anti-Discrimination:** 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. **Administrator/Principal Employment:** The School will provide the services of a full-time Administrator/Principal at the School during hours that students are on the School site except when participating in a reasonable number of training or professional in-service activities. The Administrator/Principal shall stay fully informed of all Sponsor, state, and federal rules and regulations applicable to the operation of the School and the performance of this Agreement. The Administrator/Principal shall not accept outside employment that would materially interfere with the performance of his/her duties and obligations under this Agreement and all Sponsor, state, or federal rules and regulations, and shall serve no other function at School other than Administrator/Principal.
- N. **Statutory Compliance:** 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
 - i. Current lease or ownership documents
 - ii. Copy of current insurance certificates or policies for all types of insurance required by the charter
 - iii. List of current staff members including certifications and teaching assignments for teachers
 - iv. Documentation of fingerprinting of all staff and Governing Board members
 - v. Student Code of Conduct
 - vi. Updated list of currently registered students
 - vii. Contract for transportation rates and services or transportation plan, if applicable.
 - viii. Letter specifying that the School will adopt/not adopt the district reading plan
 - ix. Tentative dates and times of the meetings of the Governing Board for the first year
 - x. Crisis Response Plan
 - xi. Dismissal policies and procedures
 - xii. School's parental contract, if applicable
 - xiii. 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. Sponsor Request: The Sponsor may request additional reports if the request is provided in writing and provides reasonable and specific justification.
- E. Information Disclosed to Third Parties: 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.
- H. **Severability:** 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:

School:

Pinellas Westcoast Academy High School
 Jack Eichert, Board Chair
 21801 US Hwy 19 N.
 Clearwater, FL 33765

Sponsor:

The School Board of Pinellas County, Florida
 Rick Wolfe, Director, Charter Schools and Home Education
 301 4th St SW
 Largo, FL 33779-2942

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:

Sponsor:

PINELLAS WESTCOAST ACADEMIES, INC.
f/k/a 21st CENTURY HIGH SCHOOL OF
PINELLAS, INC.

THE SCHOOL BOARD OF PINELLAS
COUNTY, FLORIDA

By: *Jack Eisler*
 Its: *Chairman*

By: _____
 Chairperson

Attest: _____
 Superintendent

By its: _____

Attest: _____

Approved as to Form:
Kathryn J Wallace
 Office of School Board Attorney

Appendices

1. The Application
2. Governance Documents

ADOPTED

REQUEST FOR APPROVAL (ID # 5780)

June 14, 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 Pinellas Academy of Math and Science Charter School

BACKGROUND:

The School Board approved the application for Pinellas Academy of Math and Science Charter School on December 7, 2010. On March 15, 2011, the School Board approved the charter contract for a five-year period, with an expiration date of June 30, 2016. The school currently serves 585 students in grades K-8.

STRATEGIC DIRECTION: Student Achievement

ALTERNATIVES:

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

RECOMMENDATION:

Alternative No. 1 is recommended.

RATIONALE:

District staff reviewed Pinellas Academy of Math and Science Charter School's performance data and school evaluation report. This information supports the school has measurable and realistic goals for student academic growth and improvement. The renewal application and the annual financial report indicate the school has an accurate assessment of projected sources of revenue and expenses to ensure financial viability. The school received a grade of C in 2014 and B for 2015.

FINANCIAL IMPACT:

If approved, the financial impact to the district will result in an allocation of FTE dollars for each of the 585 enrolled students, not exceeding the enrollment cap of 910 students.

DATA SOURCES:

Heather Wallace, Assistant School Board Attorney
Kevin Smith, CPA, Associate Superintendent, Finance and Business Services
Dan Evans, Ph.D., Executive Director, Assessment, Accountability and Research
Karen Coffey, Executive Director, Budget and Resource Allocation
Rick 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 # 5780)

Meeting of June 14, 2016

ATTACHMENTS:

- PAMS Charter Renewal (PDF)

CHARTER SCHOOL AGREEMENT

Between

ADVANTAGE ACADEMY OF PINELLAS, INC.

and

THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

for

Pinellas Academy of Math and Science Charter School

_____, 2016

CHARTER SCHOOL AGREEMENT

DEFINITIONS 1

SECTION 1:

- A. Application..... 2
- B. Term of Charter..... 2
 - 1. Effective Date 2
 - 2. Term..... 2
 - 3. Start-Up Date 2
 - 4. School Calendar 2
 - 5. Charter Modification..... 2
 - 6. Charter Renewal..... 3
- C. Education Program and Curriculum 3
- D. Renewal/Non-Renewal/Termination 3
- E. Post Termination Provisions 9
- F. General Statutory Requirements 11

SECTION 2: ACADEMIC ACCOUNTABILITY

- A. Annual Objectives..... 11
- B. Assessments 13
 - 1. State required assessments..... 13
 - 2. Additional Assessments 13
 - 3. Accommodations 13
 - 4. Assessment Administration 13
 - 5. Reporting..... 13
 - 6. Technological Infrastructure..... 13
- C. Student Promotion/Graduation 13
- D. Data Access and Use Pursuant to Statute 13

SECTION 3: STUDENTS

- A. Students Served..... 14
- B. Non-Discrimination 14
- C. Recruitment..... 15
- D. Eligible Students 15
- E. Class Size..... 16
- F. Projected Enrollment 16
- G. Annual Enrollment..... 16
 - 1. Preliminary Projection 16
 - 2. Annual Enrollment Capacity..... 16
 - 3. Final Enrollment Projection..... 16
- H. Maintenance of Student Records as Required by Statute 17

- I. Exceptional Students..... 18
- J. ESE administrative services..... 20
- K. English for Speakers of Other Languages 20
- L. Dismissal Policies and Procedures..... 21
- M. Student Code of Conduct, Suspension and Expulsion..... 21
- N. School/Parent Contract 22

SECTION 4: FINANCIAL ACCOUNTABILITY

- A. Revenue/State and Local..... 22
 - 1. Basis for Funding Student Reporting..... 22
 - 2. Millage Levy, if applicable 23
 - 3. Fees to be Charged to the School by the District..... 24
 - 4. Distribution of Funds Schedule 24
- B. Federal Funding 28
- C. Federal Grants..... 30
- D. Charter School Capital Outlay Funds 31
 - 1. Application..... 31
 - 2. Distribution 31
- E. Restriction on Charging Tuition 31
- F. Budget..... 31
 - 1. Annual Budget 31
 - 2. Amended Budget 31
 - 3. Start Up Funds 31
- G. Financial Records, Reports and Monitoring 32
 - 1. Maintenance of Financial Records..... 32
 - 2. Financial and Program Cost Accounting and Reporting for Florida Schools 32
 - 3. Financial Reports 32
 - i. Monthly Financial Reports 32
 - ii. Annual Property Inventory 32
 - iii. Program Cost Report..... 33
 - iv. Annual Financial Audit..... 33
 - v. Form 990, if applicable 33
 - vi. The School shall provide 33
 - 4. The School’s Fiscal Year 34
 - 5. If the School’s annual 34
 - 6. A final annual..... 34
 - 7. If the School experiences 34
- H. Financial Management of School 34
- I. Description of Internal Operating Procedures 35

SECTION 5: FACILITIES

- A. Facility 35

- B. Statutory Requirement 36
- C. Dissolution or Termination 37
- D. Conversion School 37
- E. Religious Symbols 37

- SECTION 6: TRANSPORTATION**
- A. Transportation Requirements 37
- B. Reasonable Distance 37
- C. District Provided Transportation..... 37
- D. Safety 37
- E. Funding 37
- F. Legal Requirements 37

- SECTION 7: FOOD SERVICES**..... 38

- SECTION 8: INSURANCE AND INDEMNIFICATION**
- A. Insurance Requirements 39
- B. Property Insurance 40
- C. Personal Property Insurance 40
- D. Worker’s Compensation 40
- E. Fidelity Bond/Crime Coverage 40
- F. Certificates of Insurance 40
- G. Failure to Secure and Maintain 40
- H. School Indemnification 41
- I. Applicable to All Coverages the School Procures 41
 - 1. Other Coverages 41
 - 2. Deductibles/Retention 41
 - 3. Liability and Remedies..... 41
 - 4. Subcontractors 41
 - 5. Waiver of Subrogation 41
 - 6. Defense outside the limits 41
- J. District Indemnification 42
- K. Sovereign Immunity..... 42
- L. Notification of Third-Party Claim, Demand, or Other Action..... 42
- M. Notice of Claims 42
 - 1. Time to Submit..... 42
 - 2. Notice of Cancellation..... 42
 - 3. Renewal/Replacement 43

- SECTION 9: GOVERNANCE**
- A. Governance of the School 43
- B. Nonprofit..... 44
- C. Bylaws 44

D.	Access	45
E.	Management Company	45
F.	Default or Breach by Management Company	46

SECTION 10: HUMAN RESOURCES

A.	Personnel	46
B.	Nonsectarian	46
C.	Certification	46
D.	Professional Development	46
E.	Suspended or Revoked Certificates	46
F.	Disclosure of Relatives Employed	47
G.	Hiring	47
H.	Disclosure of Qualifications	47
I.	Background Screening Policies	47
J.	Background Screening	47
K.	Anti-Discrimination	48
L.	Teacher and Principal Evaluations.....	48
M.	Administrator/Principal Employment.....	48
N.	Statutory Compliance.....	48

SECTION 11: REQUIRED REPORTS/DOCUMENTS

A.	Pre-Opening	48
B.	Monthly.....	49
C.	Annual.....	49
D.	Sponsor Request.....	50
E.	Information Disclosed to Third Parties.....	50

SECTION 12: MISCELLANEOUS PROVISIONS

A.	Impossibility	51
B.	Drug Free Workplace.....	51
C.	Entire Agreement.....	51
D.	No Assignment without Consent	51
E.	No Waiver.....	51
F.	Default Including Opportunity to Cure.....	51
G.	Survival Including Post Termination of Charter.....	51
H.	Severability	52
I.	Third Party Beneficiary.....	52
J.	Choice of Laws, Jurisdiction and Venue of Disputes	52
K.	Notice.....	52
L.	Conflict Between Charter and Florida Law	52
M.	Conflict/Dispute Resolution.....	52
N.	Citations	53
O.	Interpretation.....	54

APPENDICES

1. The application
2. Governance Documents
3. ELL Plan, if different than Sponsors
4. Management Contract (if applicable)

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 ADVANTAGE ACADEMY PINELLAS, INC., a nonprofit organization operating Pinellas Academy of Math and Science Charter School.

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 Pinellas Academy of Math and Science Charter School operated by Advantage Academy of Pinellas, Inc.

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: 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. 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. **Accommodations:** 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. **Assessment Administration:** 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. **Reporting:** 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. **Technological Infrastructure:** 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/will not] 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 8.

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 (910) and grade levels (K-8) as set forth in Appendix I and such amendments to these numbers and grade levels as may from time to time be approved by the Sponsor. School shall have and maintain a minimum of 525 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.

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.

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 staffings and IEP meetings for all students. The School will provide the Sponsor with the names of School representatives who will participate, pursuant to state and federal law, in IEP meetings as School-based personnel.

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.
 - vi. 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 results of full-time equivalent student membership surveys shall be used in adjusting the amount of funds distributed monthly to the charter school for the remainder of the fiscal year.

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:

- a. 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.
- b. The School's annual financial audit as required by section 218.39, F.S and this Contract is more than thirty (30) days overdue
- c. 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;

d. 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. (Intentionally Omitted)

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. Facility: The School shall be located at 1775 S. Highland Avenue, Largo, Florida. The lease or proof of ownership of the facilities that will house the School's program will be provided to the Sponsor. For the first year of operation of the School, such lease or proof of ownership shall be provided on or before May 15th. Separate proof is not required for each year of a multi-year lease or if proof of ownership by the School has been provided. The School 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. **Statutory Requirement:** 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. **Dissolution or Termination:** 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. **Conversion School:** 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. **Religious Symbols:** 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. **Transportation Requirements:** 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 two (2) to four (4) miles from the school.
- C. **District Provided Transportation (if applicable):** 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. **Safety:** 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. **Funding:** 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. **Legal Requirements:** 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

- A. 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.

- B. 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.
- i. 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. **Insurance Requirements:** 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:** 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. **Personal Property Insurance:** 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. **Worker's Compensation:** 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. **Certificates of Insurance:** 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 Maintain:** 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. **School Indemnification:** 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. **District Indemnification:** 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. **Sovereign Immunity:** 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: 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. Nonprofit: The School shall be organized as a Florida nonprofit organization.
- C. Bylaws: 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. Access: 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. **Management Company:** 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. **Default or Breach by Management Company:** 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. **Personnel:** The School shall select its own personnel.
- B. **Nonsectarian:** The School's employment practices shall be nonsectarian.
- C. **Certification:** The teachers employed by or under contract to the School shall be certified as required by Chapter 1012.
- D. **Professional Development:** 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. **Suspended or Revoked Certificates:** 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. **Disclosure of Relatives Employed:** 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. **Hiring:** 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. **Disclosure of Qualifications:** 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. **Background Screening Policies:** The School shall implement policies and procedures for background screening of all prospective employees, volunteers and mentors.
- J. **Background Screening:** 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. **Anti-Discrimination:** 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. **Administrator/Principal Employment:** The School will provide the services of a full-time Administrator/Principal at the School during hours that students are on the School site except when participating in a reasonable number of training or professional in-service activities. The Administrator/Principal shall stay fully informed of all Sponsor, state, and

federal rules and regulations applicable to the operation of the School and the performance of this Agreement. The Administrator/Principal shall not accept outside employment that would materially interfere with the performance of his/her duties and obligations under this Agreement and all Sponsor, state, or federal rules and regulations, and shall serve no other function at School other than Administrator/Principal.

- N. **Statutory Compliance:** 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
 - i. Current lease or ownership documents
 - ii. Copy of current insurance certificates or policies for all types of insurance required by the charter
 - iii. List of current staff members including certifications and teaching assignments for teachers
 - iv. Documentation of fingerprinting of all staff and Governing Board members
 - v. Student Code of Conduct
 - vi. Updated list of currently registered students
 - vii. Contract for transportation rates and services or transportation plan, if applicable.
 - viii. Letter specifying that the School will adopt/not adopt the district reading plan
 - ix. Tentative dates and times of the meetings of the Governing Board for the first year
 - x. Crisis Response Plan
 - xi. Dismissal policies and procedures
 - xii. School's parental contract, if applicable
 - xiii. 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. Sponsor Request: The Sponsor may request additional reports if the request is provided in writing and provides reasonable and specific justification.

E. Information Disclosed to Third Parties: 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.
- H. **Severability:** 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:

School:
 Pinellas Academy of Math and Science Charter School
 Chairman
 c/o Charter School Associates, Inc.
 4300 N. University Drive, Suite C-201
 Sunrise, FL 33351

Sponsor:
 The School Board of Pinellas County, Florida
 Director, Charter Schools and Home Education
 301 4th St SW
 Largo, FL 33779-2942

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
ADVANTAGE ACADEMY OF
PINELLAS, INC.

Sponsor:

THE SCHOOL BOARD OF PINELLAS
COUNTY, FLORIDA

By: Patricia Rogers

Its: Chairperson _____

By: _____
Chairperson

Attest: Faye S. Walker

Attest: _____
Superintendent

Approved as to Form:

Sherry J. Wallace
Office of School Board Attorney

Appendices

1. The Application
2. Governance Documents
3. ELL Plan, if different than Sponsors
4. Management Contract (if applicable)

ADOPTED

REQUEST FOR APPROVAL (ID # 5781)

June 14, 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 Pinellas Primary Charter School

BACKGROUND:

The School Board approved the application for Pinellas Primary Charter School on October 12, 2010. On February 8, 2011, the School Board approved the charter contract for a five-year period, with an expiration date of June 30, 2016. The school currently serves 324 students in grades K-3.

STRATEGIC DIRECTION: Student Achievement

ALTERNATIVES:

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

RECOMMENDATION:

Alternative No. 1 is recommended.

RATIONALE:

District staff reviewed Pinellas Primary School's performance data and evaluation report. This information supports the school has measurable and realistic goals for student academic growth and improvement. The renewal application and the annual financial report indicate the school has an accurate assessment of projected sources of revenue and expenses to ensure financial viability. The school received a grade of B for 2015.

FINANCIAL IMPACT:

If approved, the financial impact to the district will result in an allocation of FTE dollars for each of the 324 enrolled students, not exceeding the enrollment cap of 350 students.

DATA SOURCES:

Heather Wallace, Assistant School Board Attorney
Kevin Smith, CPA, Associate Superintendent, Finance and Business Services
Karen Coffey, Executive Director, Budget and Resource Allocation
Dan Evans, Ph.D., Executive Director, Assessment, Accountability and Research
Rick 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 # 5781)

Meeting of June 14, 2016

ATTACHMENTS:

- Pinellas Primary Renewal (PDF)

CHARTER SCHOOL AGREEMENT

Between

PINELLAS PREPARATORY ACADEMY, INC.

and

THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

for

Pinellas Primary Academy Charter School

_____, 2016

CHARTER SCHOOL AGREEMENT

DEFINITIONS 1

SECTION 1:

- A. Application..... 2
- B. Term of Charter..... 2
 - 1. Effective Date 2
 - 2. Term 2
 - 3. Start-Up Date 2
 - 4. School Calendar 2
 - 5. Charter Modification..... 2
 - 6. Charter Renewal..... 3
- C. Education Program and Curriculum 3
- D. Renewal/Non-Renewal/Termination 3
- E. Post Termination Provisions 9
- F. General Statutory Requirements 11

SECTION 2: ACADEMIC ACCOUNTABILITY

- A. Annual Objectives..... 11
- B. Assessments 13
 - 1. State required assessments..... 13
 - 2. Additional Assessments 13
 - 3. Accommodations 13
 - 4. Assessment Administration 13
 - 5. Reporting..... 13
 - 6. Technological Infrastructure..... 13
- C. Student Promotion/Graduation 13
- D. Data Access and Use Pursuant to Statute 13

SECTION 3: STUDENTS

- A. Students Served..... 14
- B. Non-Discrimination 14
- C. Recruitment..... 15
- D. Eligible Students 15
- E. Class Size 16
- F. Projected Enrollment 16
- G. Annual Enrollment..... 16
 - 1. Preliminary Projection 16
 - 2. Annual Enrollment Capacity..... 16
 - 3. Final Enrollment Projection..... 16
- H. Maintenance of Student Records as Required by Statute 17

- I. Exceptional Students..... 18
- J. ESE administrative services..... 20
- K. English for Speakers of Other Languages 20
- L. Dismissal Policies and Procedures..... 21
- M. Student Code of Conduct, Suspension and Expulsion..... 21
- N. School/Parent Contract 22

SECTION 4: FINANCIAL ACCOUNTABILITY

- A. Revenue/State and Local..... 22
 - 1. Basis for Funding Student Reporting..... 22
 - 2. Millage Levy, if applicable 23
 - 3. Fees to be Charged to the School by the District..... 24
 - 4. Distribution of Funds Schedule 24
- B. Federal Funding 28
- C. Federal Grants..... 30
- D. Charter School Capital Outlay Funds 31
 - 1. Application..... 31
 - 2. Distribution 31
- E. Restriction on Charging Tuition 31
- F. Budget 31
 - 1. Annual Budget 31
 - 2. Amended Budget 31
 - 3. Start Up Funds 31
- G. Financial Records, Reports and Monitoring 32
 - 1. Maintenance of Financial Records..... 32
 - 2. Financial and Program Cost Accounting and Reporting for Florida Schools 32
 - 3. Financial Reports 32
 - i. Monthly Financial Reports 32
 - ii. Annual Property Inventory 32
 - iii. Program Cost Report..... 33
 - iv. Annual Financial Audit..... 33
 - v. Form 990, if applicable 33
 - vi. The School shall provide 33
 - 4. The School’s Fiscal Year 34
 - 5. If the School’s annual 34
 - 6. A final annual..... 34
 - 7. If the School experiences 34
- H. Financial Management of School 34
- I. Description of Internal Operating Procedures 35

SECTION 5: FACILITIES

- A. Facility 35

- B. Statutory Requirement 36
- C. Dissolution or Termination 37
- D. Conversion School 37
- E. Religious Symbols 37

SECTION 6: TRANSPORTATION

- A. Transportation Requirements 37
- B. Reasonable Distance 37
- C. District Provided Transportation..... 37
- D. Safety 37
- E. Funding 37
- F. Legal Requirements 37

SECTION 7: FOOD SERVICES..... 38

SECTION 8: INSURANCE AND INDEMNIFICATION

- A. Insurance Requirements 39
- B. Property Insurance 40
- C. Personal Property Insurance 40
- D. Worker’s Compensation 40
- E. Fidelity Bond/Crime Coverage 40
- F. Certificates of Insurance 40
- G. Failure to Secure and Maintain 40
- H. School Indemnification 41
- I. Applicable to All Coverages the School Procures 41
 - 1. Other Coverages 41
 - 2. Deductibles/Retention 41
 - 3. Liability and Remedies..... 41
 - 4. Subcontractors 41
 - 5. Waiver of Subrogation 41
 - 6. Defense outside the limits 41
- J. District Indemnification 42
- K. Sovereign Immunity..... 42
- L. Notification of Third-Party Claim, Demand, or Other Action..... 42
- M. Notice of Claims 42
 - 1. Time to Submit..... 42
 - 2. Notice of Cancellation..... 42
 - 3. Renewal/Replacement 43

SECTION 9: GOVERNANCE

- A. Governance of the School 43
- B. Nonprofit..... 44
- C. Bylaws 44

D.	Access	45
E.	Management Company	45
F.	Default or Breach by Management Company	46

SECTION 10: HUMAN RESOURCES

A.	Personnel.....	46
B.	Nonsectarian	46
C.	Certification	46
D.	Professional Development	46
E.	Suspended or Revoked Certificates	46
F.	Disclosure of Relatives Employed.....	47
G.	Hiring	47
H.	Disclosure of Qualifications	47
I.	Background Screening Policies	47
J.	Background Screening	47
K.	Anti-Discrimination	48
L.	Teacher and Principal Evaluations.....	48
M.	Administrator/Principal Employment.....	48
N.	Statutory Compliance.....	48

SECTION 11: REQUIRED REPORTS/DOCUMENTS

A.	Pre-Opening	48
B.	Monthly.....	49
C.	Annual.....	49
D.	Sponsor Request.....	50
E.	Information Disclosed to Third Parties.....	50

SECTION 12: MISCELLANEOUS PROVISIONS

A.	Impossibility	51
B.	Drug Free Workplace.....	51
C.	Entire Agreement	51
D.	No Assignment without Consent	51
E.	No Waiver.....	51
F.	Default Including Opportunity to Cure.....	51
G.	Survival Including Post Termination of Charter.....	51
H.	Severability	52
I.	Third Party Beneficiary.....	52
J.	Choice of Laws, Jurisdiction and Venue of Disputes	52
K.	Notice	52
L.	Conflict Between Charter and Florida Law	52
M.	Conflict/Dispute Resolution.....	52
N.	Citations	53
O.	Interpretation.....	54

APPENDICES

1. The application
2. Governance Documents
3. ELL Plan, if different than Sponsors
4. Management Contract (if applicable)

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 Pinellas Preparatory Academy, Inc., a nonprofit organization, which is operating the Pinellas Primary Academy Charter School at 2300 Belcher Road South, Largo, Florida.

Definitions

Definitions: The following terms shall have the following meanings herein unless the context clearly requires otherwise:

Application shall mean the School's original application for a Charter (including amendments) as updated by its application for renewed Charter 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 Pinellas Primary Academy Charter School, operated by Pinellas Preparatory Academy, Inc.

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: 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 five (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, except for the State Requirements for Educational Facilities, 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. 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. **Accommodations:** 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. **Assessment Administration:** 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. **Reporting:** 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. **Technological Infrastructure:** 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 3.

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 (350) and grade levels (K-3) 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 125 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) (I) 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.

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.

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 staffings and IEP meetings for all students. The School will provide the Sponsor with the names of School representatives who will participate, pursuant to state and federal law, in IEP meetings as School-based personnel.

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 research-based reading allocation and the Florida digital classrooms allocation. 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.
- vi. 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. If the School is designated as a High-Performing charter school, the administrative fee charged shall not exceed the maximum rate allowed under Section 1002.331(2), Florida Statutes, for a High Performing charter school. 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 ten (10) working days after receipt of funding by the Sponsor, the Sponsor shall pay to the school, in addition to the amount of the scheduled disbursement, interest at a rate of one (1%) percent per month, calculated on a daily basis, on the unpaid balance from the expiration of the ten-day (10-day) period until such time as the warrant is issued.

- 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. The Sponsor may not delay payment to the School of any portion of the funds provided in Section 4.A.1 based on the timing of receipt of local tax revenue by the Sponsor.
- ii. For each year 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, either projected enrollment or number of students actually registered as of the first day of the month, as set forth in subsection (a) above, will continue to be used for payment purposes.
 - c. Payments will be adjusted retroactively for prior period adjustments.

- iii. 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.
- iv. 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.
- v. 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:

- a. 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.
- b. The School's annual financial audit as required by section 218.39, F.S and this Contract is more than thirty (30) days overdue
- c. 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;
- d. 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. (Intentionally Omitted.)**

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. Facility: The School shall be located at 2300 Belcher Road South, Largo, Florida. The lease or proof of ownership of the facilities that will house the School's program will be provided to the Sponsor. For the first year of operation of the School, such lease or proof of ownership shall be provided on or before May 15th. Separate proof is not required for each year of a multi-year lease or if proof of ownership by the School has been provided. The School 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. **Statutory Requirement:** 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. **Dissolution or Termination:** 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. **Conversion School:** 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. **Religious Symbols:** 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. **Transportation Requirements:** 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 two (2) to four (4) miles from the school.
- C. **District Provided Transportation (if applicable):** 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. **Safety:** 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. **Funding:** 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. **Legal Requirements:** 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

- A. 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 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.
- B. 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.
 - i. 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; unless otherwise provided in the agreement with the Sponsor for such services, 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. **Insurance Requirements:** 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:** 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. **Personal Property Insurance:** 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. **Worker's Compensation:** 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. **Certificates of Insurance:** 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 Maintain:** 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. **School Indemnification:** 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. **District Indemnification:** 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. **Sovereign Immunity:** 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:** 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. Nonprofit: The School shall be organized as a Florida nonprofit organization.
- C. Bylaws: 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. Access: 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. Management Company: 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. **Default or Breach by Management Company:** 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. **Personnel:** The School shall select its own personnel.
- B. **Nonsectarian:** The School's employment practices shall be nonsectarian.
- C. **Certification:** The teachers employed by or under contract to the School shall be certified as required by Chapter 1012.
- D. **Professional Development:** 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. **Suspended or Revoked Certificates:** 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. **Disclosure of Relatives Employed:** 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. **Hiring:** 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. **Disclosure of Qualifications:** 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. **Background Screening Policies:** The School shall implement policies and procedures for background screening of all prospective employees, volunteers and mentors.
- J. **Background Screening:** 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. **Anti-Discrimination:** 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. **Administrator/Principal Employment:** The School will provide the services of a full-time Administrator/Principal at the School during hours that students are on the School site except when participating in a reasonable number of training or professional in-service activities. The Administrator/Principal shall stay fully informed of all Sponsor, state, and federal rules and regulations applicable to the operation of the School and the performance of this Agreement. The Administrator/Principal shall not accept outside employment that would materially interfere with the performance of his/her duties and obligations under this Agreement and all Sponsor, state, or federal rules and regulations, and shall serve no other function at School other than Administrator/Principal.
- N. **Statutory Compliance:** 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
 - i. Current lease or ownership documents
 - ii. Copy of current insurance certificates or policies for all types of insurance required by the charter
 - iii. List of current staff members including certifications and teaching assignments for teachers
 - iv. Documentation of fingerprinting of all staff and Governing Board members
 - v. Student Code of Conduct
 - vi. Updated list of currently registered students
 - vii. Contract for transportation rates and services or transportation plan, if applicable.
 - viii. Letter specifying that the School will adopt/not adopt the district reading plan
 - ix. Tentative dates and times of the meetings of the Governing Board for the first year
 - x. Crisis Response Plan
 - xi. Dismissal policies and procedures
 - xii. School's parental contract, if applicable
 - xiii. 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. Sponsor Request: The Sponsor may request additional reports if the request is provided in writing and provides reasonable and specific justification.
- E. Information Disclosed to Third Parties: 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.
- H. **Severability:** 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:

School:
Pinellas Primary Academy Charter School

Pinellas Preparatory Academy, Inc.
 Attention: Governing Board Chair
 2300 Belcher Road South
 Largo, FL 33771

Sponsor:
 The School Board of Pinellas County, Florida
 Director, Charter School and Home Education
 301 4th St SW
 Largo, FL 33779-2942

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.

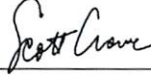
Upon the Sponsor's revision of a mutually agreed upon Sponsor policy, the Sponsor shall provide written notification to the School and Governing Board. The written notification shall include the revised policy and shall allow the Governing Board 45 days to reject the revised policy. If the Governing 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
PINELLAS PREPARATORY
ACADEMY, INC.

By: 

Its: Chairman, Board of Directors

Attest: _____

Superintendent

By its: _____

Approved as to Form:


Office of School Board Attorney

Sponsor:

THE SCHOOL BOARD OF PINELLAS
COUNTY, FLORIDA

By: _____

Chairperson

Attest: _____

Attachment: Pinellas Primary Renewal (5781 : Request Approval of a Five-Year Charter Renewal for Pinellas Primary Charter School)

Appendices

1. The Application
2. Governance Documents