

Pinellas County Schools
Regular School Board Meeting

Tuesday, February 9, 2016 @ 10:00 AM

School Administration Building

301 Fourth Street SW

Largo, FL 33770

<https://www.pcsb.org>

Vision:
100% Student Success

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



Agenda

- I. Call to Order
- II. Amendments to the Agenda
- III. Invocation: Pastor Randy Morris, Gulf Coast Church, 13301 Walsingham Road, Largo, FL 33774
- IV. Pledge of Allegiance

National Anthem

Video: Bear Creek Elementary Celebrates Reading Through One School, One Book Program

- V. Introduction of Professional and Community Organization Reps: Lisa Wolf, Public Information Officer
- VI. Presentation by Student Rights and Responsibilities: Gibbs High School
- VII. Adoption of Agenda
- VIII. Special Order Agenda

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1. ***The above listed recommendations to the School Board of Pinellas County are submitted for consideration and approval at the meeting of February 9, 2016 _____ Superintendent of Schools***

2. Public Participation
Meeting Procedures

The Board welcomes public comment. For those who wish to speak to the Board, please note the following:

You are given three separate opportunities to speak. The first is during "Public Comment" on a topic not included in the agenda but pertaining to the general business of the district, and this opportunity occurs after adjournment of regular meetings. The second is on one or more agenda items upon which the Board will vote, and this opportunity occurs after the special order agenda at regular meetings and as appropriate at special meetings. The third is at public hearings, such as budget hearings, and second readings on Board policy, when you are able to speak to the Board before it takes action.

In each case, (1) you must register to speak with the Superintendent's designee at the entrance to the meeting room as described below; (2) you will be called in the order you registered with the Superintendent's designee or as announced by the vice chairperson; (3) you will be allotted three (3) minutes, which may only be extended with the approval of the chairperson; and (4) you may not yield your time to any other person. To avoid repetition, speakers supporting or opposing the same issue are encouraged to designate a spokesperson and have the spokesperson request that members of the audience supporting the position stand during the presentation.

If you wish to speak to agenda items, you must register prior to the time the Chairperson calls for speakers or before the last speaker on agenda items concludes his or her comments whichever is later. If you wish to speak during the Public Comment period, you must register prior to the time the Chairperson calls for speakers or before the last speaker concludes his or her comments, whichever is later. If you wish to speak during a Public Hearing, you must register prior to the time the Chairperson calls for speakers or before the last speaker during the Public Hearing concludes his or her comments, whichever is later.

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

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

Regulation of Disruptive Speech

Board meetings are a limited open forum for First Amendment purposes, and your exercise of your First Amendment right of free speech in that context will be recognized and protected, subject to reasonable restrictions as to time, place, and manner. Applause is permitted only when awards are granted.

To ensure the expeditious and orderly process of Board meetings, the Chairperson may:

1. Interrupt or terminate a speaker when his/her statement is not relevant, exceeds the time allotted, or is abusive, threatening, defamatory, obscene, profane, loud, interruptive, or otherwise of a disruptive or disorderly nature; and
2. Order the removal of any person interfering with the expeditious or orderly process of the meeting, provided the Chairperson has first issued a warning that continued interference with the orderly processes of the meeting will result in removal.

Nothing herein is intended, nor shall anything be construed, to limit or restrain negative, positive, or neutral comments about the manner in which Board employees, agents, the Superintendent, and Board members carry out their duties in public employment or office.

Recording of Board Meetings

Recordings are permitted under the following conditions:

- 1.No obstructions are created between the Board and the audience.
- 2.No interviews are conducted in the meeting room while the Board is in session.
- 3.No commentary, adjustment of equipment, or positioning of operators is made that would distract either the Board or members of the audience while the Board is in session.

Revised 8/28/15

SCHEDULED

PRESENTATION (ID # 5610)

February 9, 2016

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Presentation of the Proclamation for Career and Technical Education Month, February 2016, Presented by Mark Hunt, Executive Director, Career, Technical and Adult Education

Governor Rick Scott recognizes the state of Florida's observance of Career and Technical Education month for February 2016. The theme for this year's recognition is "Opportunities for Career Success".

Career and Technical Education enjoys a long history in Pinellas County Schools. There are approximately 23,000 high school students in the district with as many as 20,000 enrolled in at least one course under the umbrella of career technical education. The technical colleges boast an enrollment of 3009 students in certificate and apprenticeship programs. Of this total, 326 are dual enrolled high school students.

The district offers 90+ programs of study in our secondary and post-secondary schools which offer students career pathway opportunities leading to high-skill, high-wage, high-demand careers. There are 39 registered high school CAPE academies and 13 registered middle school CAPE academies in the district.

In 2014-15, middle and high school students earned a total of 6,578 industry certifications. Many of these certifications articulate to post-secondary education earning college credit for students who achieve them. Post-secondary students earned 235 industry certifications.

In December 2015, Pinellas County Schools was named as an "Innovation Center" by Ford Next Generation Learning. As an Innovation Center - the second in the country - Pinellas County Schools will host communities from across the United States learning about career academies and how we provide career education to students of all ages.

In Pinellas County, CTE programs feature high school and post-secondary partnerships that provide clear pathways for students and allow them to earn industry certifications that articulate to degree programs throughout the state. Most importantly, CTE programs prepare students to be career and college ready by providing core academic skills, employability skills and technical, job-specific skills.

STRATEGIC DIRECTION: Student Achievement

SUBMITTED BY:

Pamela T. Moore, Associate Superintendent, Teaching and Learning

Presentation (ID # 5610)

Meeting of February 9, 2016

ATTACHMENTS:

- Presentation - Proclamation Career and Technical Education Month (PDF)



CAREER AND TECHNICAL EDUCATION MONTH

WHEREAS, profound economic and technological changes in our society are rapidly reflected in the structure and nature of work, placing new and additional responsibilities on our educational system; and

WHEREAS, the efforts of career and technical educators with business and industry stimulate the growth and vitality of our local economy and that of the entire nation, by preparing graduates for careers that are forecast to experience the largest and fastest growth in the next decade; and

WHEREAS, career and technical education serves as the backbone of a strong, well-educated workforce and contributes to America's leadership in the international marketplace; and

WHEREAS, career and technical education provides Floridians with a school-to-careers connection, helping students experience practical and meaningful applications of any number of skills; and

WHEREAS, more than 595,000 secondary job preparation and postsecondary career and technical education students in Florida engage in this type of meaningful education; and

WHEREAS, secondary schools in all 67 school districts, all 28 Florida Colleges and 47 technical centers offer career and technical education courses; and

WHEREAS, more than 340,000 secondary CTE students are enrolled in one of over 1,800 registered Career and Professional Education Academies and more than 14,000 registered Career-Themed Courses and have earned almost 70,000 industry certifications; and

WHEREAS, over 8,000 secondary career and technical education teachers are inspiring students to succeed in college and careers; and

WHEREAS, career and technical education offers individuals lifelong opportunities to learn new skills, providing career choices and potential satisfaction;

NOW THEREFORE, I, Rick Scott, Governor of Florida do hereby extend greetings and best wishes to all observing February 2016, as ***Career and Technical Education Month***.

SCHEDULED

PRESENTATION (ID # 5611)

February 9, 2016

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Presentation of the Proclamation of National African American History Month, February, 2016, Presented by Linda Whitley, Specialist, K-8 Social Studies

Pinellas County Schools (PCS) celebrate the many achievements and contributions of local, state, and national African American figures throughout the year and particularly during the month of February, African American History Month. Specific African American history curriculum resources are provided by the Social Studies Department to all schools.

In 2015, the Commissioner of Education's African America History Task Force named Pinellas County Schools as an Exemplary School District for our work to maximize the integration of African American History into our curriculum.

From August through November, the Florida Holocaust Museum hosted a photography exhibit depicting the Civil Rights Movement during the 1960's in Pinellas County against the backdrop of the state and national movement. The Social Studies Department provided ongoing training for the Museum's docents and staff.

The African American Heritage Trails in St. Petersburg, Florida are walking tours of downtown neighborhoods. They provide individuals, groups, and classes with an overview of history, and it covers over a dozen city blocks. Nineteen markers give details about the history of the African American community in St. Petersburg. Both trails begin at the Carter G. Woodson Museum at 2249 22nd Ave South.

Gwen Reese, president of the African American Heritage Association, has provided information about the project and field trips-both walking and virtual-at Social Studies Department meetings, district wide training days, and Principals Multicultural Advisory Committee Liaison training.

On February 19, 2016, a group of 15-20 students from Pinellas Park High School's Principal's Multicultural Advisory Committee (PMAC), 5000 Role Models and Girlfriends will embark on a historic journey. They will walk in the footsteps of African American civil rights pioneers from Saint Petersburg. The walking tour will be facilitated by Ms. Reese and according to her, the African-American Heritage Trail is the best in the nation in terms of its content. The tour will begin at 9:30 am. Students will be chaperoned by LaFrance Clarke and another PPHS staff member.

Under Cindy Flora's continued leadership, the work of the Principal's Multicultural Advisory Committees has grown in supporting multicultural education in all of our schools. Resources are continuously provided to schools through the Pinellas County Schools PMAC web page and via email for use during this month.

Throughout the year, administrators, staff, and students are encouraged to tour the Pinellas County African American History Museum located in Clearwater. The museum has a partnership with Pinellas County Schools and the PMAC program. Professional development trainings are conducted there each year to increase PCS employees knowledge of African American culture and history both locally and beyond.

On February 26th, PCS will host the Children's Village at the African American History Museum. At this event, students from elementary and middle schools will participate in activities designed to build community and highlight African American heritage.

STRATEGIC DIRECTION: Student Achievement

SUBMITTED BY:

Pamela T. Moore, Associate Superintendent, Teaching and Learning

ATTACHMENTS:

- Presentation - Proclamation of Black History Month 2016 (PDF)

Presidential Proclamation -- National African American History Month, 2016

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

America's greatness is a testament to generations of courageous individuals who, in the face of uncomfortable truths, accepted that the work of perfecting our Nation is unending and strived to expand the reach of freedom to all. For too long, our most basic liberties had been denied to African Americans, and today, we pay tribute to countless good-hearted citizens -- along the Underground Railroad, aboard a bus in Alabama, and all across our country -- who stood up and sat in to help right the wrongs of our past and extend the promise of America to all our people. During National African American History Month, we recognize these champions of justice and the sacrifices they made to bring us to this point, we honor the contributions of African Americans since our country's beginning, and we recommit to reaching for a day when no person is judged by anything but the content of their character.

From the Revolutionary War through the abolitionist movement, to marches from Selma to Montgomery and across America today, African Americans have remained devoted to the proposition that all of us are created equal, even when their own rights were denied. As we rejoice in the victories won by men and women who believed in the idea of a just and fair America, we remember that, throughout history, our success has been driven by bold individuals who were willing to speak out and change the status quo.

Refusing to accept our Nation's original sin, African Americans bound by the chains of slavery broke free and headed North, and many others who knew slavery was antithetical to our country's conception of human rights and dignity fought to bring their moral imagination to life. When Jim Crow mocked the advances made by the 13th Amendment, a new generation of men and women galvanized and organized with the same force of faith as their enslaved ancestors. Our Nation's young people still echo the call for equality, bringing attention to disparities that continue to plague our society in ways that mirror the non-violent tactics of the civil rights movement while adapting to modern times. Let us also not forget those who made the ultimate sacrifice so that we could make our voices heard by exercising our right to vote. Even in the face of legal challenges, every eligible voter should not take for granted what is our right to shape our democracy.

We have made great progress on the journey toward ensuring our ideals ring true for all people. Today, African American high school graduation and college enrollment rates are at an all-time high. The African-American unemployment rate has been halved since its Great Recession

peak. More than 2 million African Americans gained health insurance thanks to the Affordable Care Act. The incarceration rates for African-American men and women fell during each year of this Administration and are at their lowest points in over two decades. Yet challenges persist and obstacles still stand in the way of becoming the country envisioned at our founding, and we would do a disservice to all who came before us if we remained blind to the way past injustices shape the present. The United States is home to 5 percent of the world's population, but 25 percent of the world's prisoners -- a disproportionate number of whom are African American -- so we must find ways to reform our criminal justice system and ensure that it is fairer and more effective. While we've seen unemployment rates decrease, many communities, particularly those of color, continue to experience significant gaps in educational and employment opportunities, causing too many young men and women to feel like no matter how hard they try, they may never achieve their dreams.

Our responsibility as citizens is to address the inequalities and injustices that linger, and we must secure our birthright freedoms for all people. As we mark the 40th year of National African American History Month, let us reflect on the sacrifices and contributions made by generations of African Americans, and let us resolve to continue our march toward a day when every person knows the unalienable rights to life, liberty, and the pursuit of happiness.

NOW, THEREFORE, I, BARACK OBAMA, President of the United States of America, by virtue of the authority vested in me by the Constitution and the laws of the United States, do hereby proclaim February 2016 as National African American History Month. I call upon public officials, educators, librarians, and all the people of the United States to observe this month with appropriate programs, ceremonies, and activities.

IN WITNESS WHEREOF, I have hereunto set my hand this twenty-ninth day of January, in the year of our Lord two thousand sixteen, and of the Independence of the United States of America the two hundred and fortieth.

BARACK OBAMA

SCHEDULED

RECOGNITION (ID # 5595)

February 9, 2016

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY
FROM: MICHAEL A. GREGO, Ed. D., SUPERINTENDENT
SUBJECT: Recognition of Student Services Employee of the Year Award
 Presented by Donna Sicilian, Executive Director, Student Services

National Student Services Week was celebrated from February 1st through February 5th, 2016. We had many celebrations throughout the district to recognize Student Services staff for all they do to support student learning. Student Services professionals support highest student achievement by identifying barriers to the student's academic success and social-emotional health, and providing services that best meets their needs.

Again, this year we are presenting the Student Services Employee of the Year Award. Student Services employees include school psychologists, educational diagnosticians, social workers, school counselors, health services employees (such as nurses and nurse assistants), prevention staff, and members of the Crisis Response Team.

The Student Services Employee of the Year is nominated by principals or colleagues for outstanding service to students and schools. The Student Services nominee:

- Must be currently employed in a Student Services department and have completed at least two consecutive years of service
- Must have good attendance and work ethic
- Goes above and beyond for students, families, and staff

This year's recipient is MaryLynn Hagedorn, a school social worker currently working at Skycrest Elementary School. She began her career in New Jersey, earning her Bachelor's degree in 1982. While working as a case worker in the foster care system and raising teenagers, she earned her Masters of Social Work in 1985. In 1995, she eagerly sought and obtained employment with Pinellas County Schools as a school social worker. Her responsibilities include providing academic and behavioral support to students, assisting families with social needs, and supporting staff in meeting the educational needs of students. MaryLynn leads the Child Study Team and is a member of the School-Based Leadership Team. In addition to her regular activities, MaryLynn serves as a mentor for students in the Girlfriends of Pinellas Program, is a member of the Healthy School Team, and mentors social work interns. For the past 20 years, she has served multiple schools and countless families in Pinellas County.

SUBMITTED BY:

Lori Matway, Associate Superintendent, Student and Community Services

ADOPTED

REQUEST FOR APPROVAL (ID # 5613)

Request Approval of Minutes: To Approve the Minutes of the School Board Workshop of January 19, 2016; and, the Regular School Board Meeting of January 26, 2016

ATTACHMENTS:

- w.19Jan16 (PDF)
- board meeting minutes 012616 (PDF)

**SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA
WORKSHOP – January 19, 2016**

The School Board of Pinellas County, Florida, conducted a workshop on Tuesday, January 19, 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.

During the review of the agenda, Dr. Grego stated that Dr. Bill Corbett will review attendance boundaries for an area in the county during the Real Estate/Facility topic.

Late arrival: Mrs. Lerner arrived at 9:22 a.m.

The following topics were discussed:

- **Recess Resolution:** Ms. Pam Moore, associate superintendent, teaching and learning services; Ms. Sandy Downes, executive director, elementary education; and Dr. Shana Rafalski, executive director, elementary education, were on hand to discuss how recess is currently being addressed. *The Pinellas County Public Schools Resolution for Daily Physical Activity*-draft document-was shared with the Board. Ms. Moore stated that the time slot for recess and space to hold it are two challenges faced by schools. Mr. Art O’Hara, Executive Director, of R’ Club, suggested that recess could follow the student’s scheduled lunch period and be covered by R’ Club staff. R’ Club currently has before- and after-care programs at twenty-seven schools. Ms. Downes shared that staffing recess can be a challenge. Mrs. O’Shea asked about the schools that currently provide recess; how are they working it out? Ms. Moore said it is managed by physical education teachers, sometimes in the cafeteria or covered walkways. Dr. Peluso said that we need to take steps to do more to add recess. Ms. Downes shared that some videos are being used that lead activity. Ms. Flowers shared the concern regarding inconsistencies in how recess is being done; we need to think about consistency. Mrs. Krassner asked about the state requirements. Ms. Moore said the state requires 150 minutes of physical activity within one week, which is monitored by the state. She added that currently about 80% of our elementary schools have recess. The board agreed that the resolution could be presented at the February 9th board meeting. Dr. Grego thanked Mr. O’Hara for his participation in the workshop.
- **Governor’s Budget Update/Legislative Update:** Mr. Kevin Smith, associate superintendent, finance and business services, reviewed two documents: *Florida Education Finance Program (FEFP) 2016-17 Governor’s Recommended Calculation* and *2016 Legislative Update: Week One*. Mr. Smith said the FEFP proposed funding increase is not substantial. The Governor’s proposed increase of 158.56 in total potential projected unweighted FTE students; the increase in total potential funding is \$13,873,781. One factor to remember is that the Governor recommends using \$86,799,647 in new revenue to support a new FEFP categorical for the lowest 300 elementary schools. From this policy change the district would realize \$4,568,315; however, if the legislature does not approve and place this revenue in the base budget, our district would increase its base revenue, but would have \$1,398,614 less in total funding. The Governor’s proposal increases Safe Schools funding; but, because of the

increase in base funding, the impact of the crime index in the formula, our district would receive \$6,405 less funding despite the statewide increase of \$10,000,000. Safe Schools allocation is per county, not per student. He also shared that there is no increase in Workforce Development funds for the district. If the state budget reduces taxes, more funds from the required local effort would be necessary. There is also much concern and attention focused on the fact that most of the increase in funding comes from increased revenue from property taxes. Ms. Flowers asked if the funds for the 300 Lowest Performing Schools must be spent in specific ways; Mr. Smith said they are earmarked for specific use. Mr. Smith went on to review legislative issues. He stated that there is not much budget discussion as it is too early in the session. Dr. Grego is watching the National Test Alternatives to the State FSA Tests discussed by the Senate Educations Committee. He receives legislative updates from Joy Frank, FADSS, and Ruth Melton, FSBA. Dr. Grego will keep the board informed.

- **Health Care Update-Transparency Tools:** Mr. Ted Pafundi, director, risk management and Ann Gebhard, AON representative, reviewed the *Transparency and Decision Tools* document. Ms. Gebhard shared that when consumers are able to use transparency tools, they can sort out the cost of their healthcare. At this time there is no transparency except that non-hospital services are less expensive than services at hospital settings. With the majority of employees, 75-80%, using insurance plans that have deductibles or co-insurance; cost has become a factor. Our school board is committed to a higher quality of service and the district does not want to promote lowest cost over quality of service, but transparency tools will help us be better consumers. Healthcare is a free market system, but complicated to navigate. Ms. Gebhard cited some cost variations in health care as shown on the charts. There are several transparency tool providers: Humana, Healthcare Bluebook, Advance Medical, Compass, and Vitals. There is a cost for these tools ranging from \$1.35-4.00 per month per employee; which at the high end would be \$500,000. per year. Ms. Flowers asked since this is being discussed following negotiations; how would this be paid. Dr. Corbett stated that the thinking is it would be a significant cost savings in claims. Mr. Pafundi said there are some funds in house to cover it and while we determine if it works; he believes the infrastructure is within the district to make it work. Mrs. Lerner asked that by Humana negotiating the price isn't that transparency? Ms. Gebhard shared that Humana will not publish that information because they must protect their negotiations. She continued by saying they are recommending Healthcare Blue Book. Mrs. Lerner asked if other school districts are utilizing these tools. Ms. Gebhard stated that they will gather more information and update the Board.
- **Educational Alternative Services (EAS) Pathways Update:** Dr. Barbara Hires, area superintendent and Michelle Topping, director, educational alternative services, reviewed the Power Point presentation *Educational Alternative Services Lighting the Way to Success*. Educational alternative settings are offered through behavior programs, career centers, and other contracted/alternative programs. Mrs. Lerner noted that Clearwater Intermediate was not listed; it should be under alternative programs. Career centers offer career technical courses, industry certifications and dual enrollment through Pinellas Technical College. Career centers are currently serving over 1,250 students. Career center students may participate in sports at their zoned school, but must have a 2.0 gpa and provide their own transportation. Pinellas Secondary, a behavioral program, will serve 90 students this semester. The district is currently working on streamlining the process for enrollment. The principals from Pinellas Gulfcoast, Lealman Innovation Academy, Bayside High, and Pinellas Secondary were in attendance to share some good news from their schools.

- Dr. Bonnie Solinsky, principal, Pinellas Gulfcoast Academy, shared that ten students graduated at the end of December. Five of her students got caught up with their credits and returned to their zoned schools and two students are dual enrolled at St. Petersburg College. Also, she hired a bi-lingual assistant.
- Ms. Connisheia Matthews, principal, Lealman Innovation Academy, shared that all 57 students in her 5.5 grade were recently promoted to 6th grade and by end of year she plans to have them complete 6th grade. Eighty-nine of her students earned a culinary arts certificate. She has made arrangements with St. Petersburg College and a Walmart in mid-town to hold parent meetings to make them more accessible to families. She added an additional behavior specialist to her staff. She shared that her students are so excited about what is happening at the school that they are recruiting other students.
- Mr. Darren Hammond, principal, Pinellas Secondary, stated that they actively work on middle school credit recovery. Upon arrival at the school, students review their transcripts with a guidance counselor, so they can plan to move forward with their academics. He has also added electives: Shop, Art, Computer Technology and Business Education. Parent meetings are held at other locations and he is actively working on attendance concerns. Ms. Flowers asked if we can look at the possibility of students staying on at Pinellas Secondary if they are being successful there and change the image of the school, have students graduate from the program. Mrs. Lerner added that she is in favor of small learning environments for students with behavior concerns and perhaps a separate program could be developed at the school.
- Ms. Patti Fuller, principal, Bayside High, stated that the number of students in 8.5 have diminished. Her school graduated thirteen students in December; the school can graduate students as they complete their credits. She has made arrangements for a summer session that tie in with working for Habitat for Humanity. The Hyatt Hotels reservation software program is taught at the school. Volleyball and ping pong are offered at the school. About 20% of her enrollment is from parents coming in because they have heard about the program.

Ms. Flowers asked for some data from the many EAS programs to share with the community to dispel myths and share the success of these programs. Dr. Grego stated that EAS programs have helped raise the district's graduation rates.

- **Discipline Update:** Ms. Patricia Wright, area superintendent, stated that Goal 3 of the District Strategic Plan is where the discipline data is noted. She said that she and Mr. Bob Poth, area superintendent, attended the Discipline Summit in Washington, D.C. This was an invitation only event. Stakeholders from across the nation participated in brainstorming sessions to exchange ideas on how to improve behavior in schools. In our district, each school has a behavior plan that is reviewed semi-annually, February and September. In spring 2015, our Student Code of Conduct was reviewed. Twenty-nine of our schools conducted Positive Behavior Support (PBS) training. Practices have been revised and students will not be suspended for more than ten days during a semester without the consent of the area superintendent. At the monthly operational meetings, consequences for behaviors are discussed and difficult conversations encouraged to work toward better understanding of student behavior to create more awareness. Mr. Bob Poth shared that a community meeting was held to discuss discipline issues and the impact on academics; the Juvenile Detention Center offers credit recovery. A change was made to allow suspended students to receive full credit for make-up work done during their suspension. It is also recommended to use the On Campus Intervention Program (OCIP) instead of out-of-school suspension practice.

The district is looking at new ways of managing in-school suspension, to include a qualified instructor. Peer mediation is another tool. Ms. Flowers shared that there needs to be a conversation with law enforcement regarding methods of interviewing students to ensure their rights are not violated. Mr. Poth shared that disorderly conduct arrests will end and civil citations will be issued. He said that the current practices are not changing behaviors; we need to look at the goal of the consequence. Mr. Ward Kennedy, area superintendent, stated that there has been an 18% reduction in referrals. Mrs. Cook asked about behaviors that previously warranted an out-of-school suspension, what are the consequences. Ms. Wright stated that the school wide behavior plan addresses these issues and states the consequence option. Dr. Grego shared that policy changes will be reflected in the Code of Student Conduct and will be coming before the board. Chief Stelljes, Schools Police, meets monthly with our municipalities' law enforcement, to continue the dialogue. Dr. Grego said that training assistant principals is critical because they typically handle discipline issues at the school level and area superintendents own the behavior issue overall.

- **School Safety/Security Update:** Mr. Clint Herbic, associate superintendent, operational services, spoke to the topic of safety. He stated that you cannot practice for every safety issue but you can be prepared. He is working to prepare prospective assistant principals so they will be trained on day one of the new job. Last year he compiled a self-assessment for principals and assistant principals with 211 indicators and is currently reviewing the results. Schools conduct practice drills for fire, weather and lockouts. Principals will be trained to train staff. School campuses have all been fenced. He is currently working on securing the front office of each school. He is working with the technology and information systems (TIS) department to have the ability to lockdown a facility from a remote location. Dr. Peluso clarified with Mr. Herbic that local law enforcement is involved in developing these processes. Mr. Herbic shared that if a lockdown occurs at a school, someone from Schools Police goes to the site to review what occurred and how it was handled. On Friday, January 22, a briefing is being held for all administration building employees, Workplace Safety in Today's World; there will be a morning and afternoon session.
- **Real Estate/Facility:** Mr. Clint Herbic, associate superintendent, operational services, shared that he has five property/facility issues to review with the board.
 1. North County Maintenance Yard: Currently there is a Pinellas County Utilities maintenance yard in Tarpon Springs; the county is not utilizing the yard to its potential. It has been negotiated that they will allow PCS to share the use of this yard through a joint-use agreement. The district will invest less than \$3,000.00 to install some security features. There is office space in one of the buildings with the potential to move forty district employees to work from this location. Use of this facility is scheduled to begin in summer 2016.
 2. Gulf Coast Bird Rescue: There is an easement on 94th Avenue, Seminole, near the Career Academies of Seminole. The owner of the bird rescue wants this small parcel of land to build an aviary hospital and educational building. An agreement will be drafted if it is agreed that the land is to be used for an educational building. This will tie in with the veterinary assisting program at Career Academies of Seminole.
 3. Clearview Avenue Elementary: This site (3815 43rd Street N., St. Petersburg) was to be leased by the Dream Center, but they are having difficulty securing all the financing for a facility this large. It is being proposed that two buildings on the site could be used for Pinellas Technical College adult education program. Mr. Mark Hunt, executive director, career,

technical, and adult education, has toured the site and is in support of this idea. The location is very accessible. The site is still classified as a school and the existing cafeteria would be renovated to be used by culinary students. An existing building that is in poor condition would be razed; and a parking lot would be placed there. Renovation cost, including the kitchen renovation, is estimated at one million dollars. Mrs. O'Shea clarified that it is in the Lealman area. Pastor Bill Lossaso, with the Dream Center, is in agreement and has shared that a smaller property lease is financially attainable for them. Dr. Grego said funds for this project will come from the CTAE department because it will house an adult-education program.

4. **Melrose Elementary:** Dr. Grego stated that this property needs to be upgraded and that options needed to be discussed. Mr. Herbic said the school sits on 5.9 acres which makes rebuilding the school a challenge; it was built in 1962. Since the 1970's there have been portable buildings on the site. Within five years the school will need a new roof and within ten years it will need new windows. The district will need to determine if the school is worth investing that much capital to remodel. The City of St. Petersburg has some HUD owned property on 22nd street, and have asked the district for a formal letter of interest. After some discussion, it was decided that the 22nd street location is problematic for students and there is no interest in building on that site. Ms. Flowers shared some background on the Melrose Elementary site. She said there is a Women's Club building that is old and in poor condition and that according to an environmental report could be razed. Mr. Herbic said that the building was appraised for \$150,000.00 at one time; Ms. Flowers said that the area has changed and that the property may be assessed for less now. Mrs. Cook suggested the possibility of having a portable city on the site during the construction. Mr. Herbic believes they could rebuild with minimum impact on the school population. Mrs. O'Shea stated that we need to look at adding academic programs and reinventing the model for the neighborhood; not all attractors will work and needs that are currently not being met need to be considered. She suggested a conversation with the Melrose community. Dr. Grego said we need to survey parents, offer some options, and open the discussion to include the business community. Ms. Flowers said to include the Women's Club in the conversation and said many in the community are alumni.
5. **Tarpon Springs pool:** The Tarpon Springs City Commission has approved \$1.5 million to move forward with the pool project.

Mrs. Krassner thanked Mr. Herbic for the Spruce Up Campaign. She has seen a lot of improvement to facilities that have been chosen for this project.

- **Attendance Boundaries:** Dr. Bill Corbett reviewed handouts on a small portion of the East Lake Woodlands area that is currently zoned for Forest Lakes Elementary. There are twelve homes that would be affected. It was shared that there is some difficulty with school buses navigating the area. Dr. Corbett proposed that it be rezoned for Cypress Woods Elementary. Mrs. O'Shea said that taking twelve homes and changing their attendance area would not be good for the neighborhood to single out this one small area and have those children attend another school.
- **Job Descriptions:** Dr. Ron Ciranna, assistant superintendent, human resource services reviewed the following job descriptions: *Manager, Budget, FTE & Cost Reporting; Senior Financial Reporting Analyst; General Manager, Planning; and Senior Professional Development Coordinator*. There were no questions or objections to these changes.

➤ **Leadership Discussion:**

- **Dr. Grego:** He asked school board members if there was agreement with the proposed school board workshop dates. There was agreement and the dates are to be posted on the district website. He shared that Garrison-Jones Elementary is celebrating 25 years on February 4th at 6pm; the event will be placed on the board calendar. Michael Marcotte, an eighth grade student at Clearwater Fundamental achieved a perfect SAT score. Starting Right Now, located at 4600 Haines Road, is having a ribbon cutting on Saturday, January 23rd from 12:30-3:30 pm. They are asking for volunteers to assist in sprucing up the property at this time as well; this would be a good opportunity for students who need volunteer hours. Starting Right Now is as a residential program for unaccompanied youth. He added that this weekend he will be attending the NSBA Equity Symposium in Washington, D.C. (On Thursday, 1/21/16 the symposium was cancelled due to weather.)
- **Mrs. O’Shea:** She shared that she will be attending the Evening of Excellence on Tuesday, February 2nd and the FSBA Day in the Legislature, February 3-5, in Tallahassee.
- **Mrs. Lerner:** She said that she wanted to share a concern with the Resolution for Daily Physical Activity. She supports the idea, but does not feel it appropriate for the board to bring forward. She believes it is not a good precedent and not appropriate for the board. Dr. Grego said that it is an advocacy piece, a means of partnering with the community. Mrs. Cook said she understands Mrs. Lerner’s point. She asked if this rises to the level of other resolutions brought forward by the board. Mrs. O’Shea asked if there was another way to present it and that the intent of the document is good. Dr. Peluso shared that he thinks it is important to bring forward. Mrs. Lerner stated that if the board chooses to bring it forward, that she will not vote for it. Ms. Clark said that if we support it that strongly, why don’t we mandate it? Dr. Grego said that he can look at other options with Ms. Pam Moore.

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 2:49 p.m.

Chairperson
w.19January16/als

Secretary

Attachment: w.19Jan16 (5613 : Approval of Minutes)

Regular School Board Meeting

Tuesday, January 26, 2016 5:00 PM

School Administration Building

301 Fourth Street SW
Largo, FL 33770

~ Minutes ~

<https://www.pcsb.org>

I. Call to Order

The meeting was called to order at 5:00 p.m. on Tuesday, January 26, 2016, at the School Board Administration Building, 301 Fourth Street SW, Largo, Florida.

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

II. Amendments to the Agenda

There were no amendments made to the agenda.

III. Invocation: Captain Michael S. Harris, Salvation Army, 1625 N. Belcher Road, Clearwater, FL 33765

The Invocation was delivered by Captain Michael S. Harris.

Attachment: board meeting minutes 012616 (5613 : Approval of Minutes)

IV. Pledge of Allegiance

The Pledge of Allegiance followed the Invocation.

National Anthem

Following the Pledge of Allegiance, the National Anthem was sung by student vocal group, the Seminole Singers.

Video: Pinellas County Schools Celebrates Support Employee of the Year, Jeffrey Redett

The video shown highlighted, Jeff Redett, the head plant operator at Ponce de Leon Elementary, who was named Pinellas County Schools' 2015-16 Support Employee of the Year. Mr. Redett works cooperatively with students, staff, and parents, and understands the special needs of the students in the school's self-contained IVE classes. Since joining the team at Ponce de Leon Elementary, Mr. Redett created the "Green Team", a recycling program that collaborates with students on campus.

Mrs. O'Shea, chairperson, asked that Mr. Redett stand and be recognized.

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; Michael Gandolfo, PCTA; Linda Crawley, Arts for a Complete Education; Colleen Wright, Tampa Bay Times; and Corey Clark, Fox 13.

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

Molli Dodaro and Michaela Reynolds, Student Rights and Responsibilities representatives from Seminole High School, addressed the Board to share information regarding programs and achievements taking place at their school.

VII. Adoption of Agenda

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

VIII. Special Order Agenda

1. Presentation of a Proclamation for National Mentoring Month January 2016, Presented by Valerie Brimm, Ed.D., Director, Office of Strategic Partnerships
Dr. Valerie Brimm, director, office of strategic partnerships, spoke of the importance of

mentoring.

Rene Flowers read the proclamation aloud.

It was moved by Janet Clark, seconded by Carol Cook, and carried with a 7-0 vote to approve January 2016 as National Mentoring Month.

2. Presentation of the Resolution to Recognize February 5, 2016 as Crossing Guard Appreciation Day

Chief Rick Stelljes, Pinellas County Schools Police, shared his appreciation for the invaluable service crossing guards provide for our school children.

Terry Krassner read the resolution aloud.

It was moved by Terry Krassner, seconded by Ken Peluso, and carried with a 7-0 vote to approve the resolution to recognize February 5, 2016 as Crossing Guard Appreciation Day.

(Copy to be found in Supplemental Minute Book #162.)

3. Recognition of Advanced International Certificate of Education (A.I.C.E.) Top Performing Students, Presented by Judith Vigue, Director, Advanced Studies and Academic Excellence

Ms. Pam Moore, associate superintendent, teaching and learning services, had the privilege of introducing two students from our district who have achieved extremely high honors through the A.I.C.E. program. Ms. Sierra Klein achieved the highest score among U.S. students and Mr. Samuel Pontello achieved the highest score in the world.

Ms. Klein and Mr. Pontello were greeted and congratulated by the Board.

4. Recognition of Semifinalists and Finalists for the 2015-2016 Support Employee of the Year Recognition Program, Presented by Carrie Rivera, Senior Professional Development Coordinator, Human Resources Services

Ms. Carrie Rivera, senior professional development coordinator, human resources services, acknowledged the 2015-16 support employees of the year. Of the sixteen semi-finalists and finalists, eleven attended the board meeting; they are:

1. Eva Cano-Fernandez
2. Erik Lucero
3. Shirley Whiting
4. Tammy Endicott
5. Caleb Alfred
6. Cornelia Ali
7. James Hingley
8. Haydee Marrero-Valdes
9. Gerald Niles
10. Jeffrey Redett
11. Barbara Gieselman

The employees were greeted and congratulated by the Board.

5. Introduction of Newly Appointed Administrators

Dr. Grego introduced the following newly appointed administrators to the Board.

Shana H. Rafalski, Ed. D. Executive director, elementary education

Antonio M. Burt, director, school leadership

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

Sara A. DePerro, principal, Bay Point Elementary

Connisheia T. Matthews, principal, Lealman Innovation Academy

Donna L. DeSena, 9-12 mathematics specialist

Teri R. Statton, exceptional student education specialist (focus on PreK)

The administrators were greeted and congratulated by the Board.

IX. Public Comments on Agenda Items

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

Mark Klutho

Consent Agenda Item #6: Request Approval of the Total Project Cost for Hamilton Disston Building Envelope Repair for Project, No. 9343 in the Amount of \$903,000, and the Agreement With Williamson Dacar Associates, Inc. for Engineering and Contract Administration Services

Consent Agenda Item #7: Request Approval of the Total Project Cost for the Northeast High School Heating, Ventilation and Air Conditioning (HVAC) Equipment Replacement in the Media Center and the HVAC Controls Replacement for the Entire School Project, No. 9061 in the

Amount of \$1,150,000, and the Agreement With Carastro and Associates, Inc. for Engineering and Contract Administration Services

Consent Agenda Item #8: Request Approval of Substantial Completion for Heating, Ventilation and Air Conditioning and Lighting Renovation (Building 7) as of November 23, 2015, Which is a

Portion of the Project at Pinellas Park Elementary School, Project No. 9185

Mr. Klutho shared his viewpoint on the district strategic directions on the impact of buildings on the environment.

X. Unfinished Business

XI. Consent

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

1. Request for Approval of Minutes: To Approve the Minutes of the Regular School Board Meeting of January 12, 2016
Approved as submitted
2. Request Approval of Personnel Recommendations
Approved as submitted
(Copy to be found in Supplemental Minute Book #162.)
3. Request Approval to Create and/or Revise Job Descriptions Which Will Be Effective January 27, 2016
Approved as submitted
4. Request Approval of Budget Amendment No. 3 (November 2015) to the District's 2015/16 Budget
Approved as submitted
5. Request Approval of the Financial Statements for the Month Ending November 30, 2015
Approved as submitted
6. Request Approval of the Total Project Cost for Hamilton Disston Building Envelope Repair for Project, No. 9343 in the Amount of \$903,000, and the Agreement With Williamson Dacar Associates, Inc. for Engineering and Contract Administration Services
Approved as submitted
(Copy to be found in Supplemental Minute Book #162.)
7. Request Approval of the Total Project Cost for the Northeast High School Heating, Ventilation and Air Conditioning (HVAC) Equipment Replacement in the Media Center and the HVAC Controls Replacement for the Entire School Project, No. 9061 in the Amount of \$1,150,000, and the Agreement With Carastro and Associates, Inc. for Engineering and Contract Administration Services
Approved as submitted

(Copy to be found in Supplemental Minute Book #162.)

8. Request Approval of Substantial Completion for Heating, Ventilation and Air Conditioning and Lighting Renovation (Building 7) as of November 23, 2015, 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 #162.)

9. Request Approval of the Facility Use Agreement Between Rogers Blue Jay Baseball Partnership and Pinellas County School Board

Approved as submitted

(Copy to be found in Supplemental Minute Book #162.)

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

Approved as submitted

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

Approved as submitted

12. 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 #162.)

XII. Nonconsent

1. Request Approval of the Interagency Agreement between the City of Tarpon Springs and Tarpon Springs High School Pool Facilities

Tarpon Springs Mayor, David Archie, shared that the construction of the swimming pool will improve the quality of life for Tarpon Springs' residents and will also benefit the Tarpon Springs High School students.

Dr. Grego thanked the mayor for his leadership in the community.

Mrs. O'Shea commended the mayor for his continuous presence in the community.

Dr. Grego and Mrs. O'Shea presented a shovel to the mayor.

(Copy to be found in Supplemental Minute Book #162.)

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

2. Request Approval of the Agreement Between the Early Learning Coalition of Pinellas County and the School Board of Pinellas County, Florida for Collaborative Data
- Mr. Bill Lawrence, director, student assignment, spoke of the importance of sharing data with the Early Learning Coalition. This data will assist the district in calculating kindergarten enrollment and will facilitate early registration.
- Ms. Flowers spoke of the benefits of the district working with independent VPK providers.
- Mrs. O'Shea stated that all four year old children are eligible for voluntary PreK and the importance of kindergarten readiness.
- (Copy to be found in Supplemental Minute Book #162.)

RESULT: APPROVED [UNANIMOUS]
MOVER: Terry Krassner, Vice Chairman
SECONDER: Janet R. Clark, 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 said at the recent school board workshop the proposed Resolution for Daily Physical Activity was vetted through an open dialogue and it was determined that the Board wanted action. He said the district is committed to scheduling twenty minutes of recess, separate from PE, at elementary schools. Dr. Rafalski, executive director, elementary education, will work with school administrators to determine how it will be managed at their site. He stated that a top-down approach from the state will not be necessary. He said he will report back to the board during future workshops. He asked for comments from board members: Mrs. O'Shea stated that this recommendation is before the state legislature. Mrs. Krassner shared that she is proud that our district is taking action. Ms. Flowers said she is excited about this healthier practice. Mrs. Lerner clarified that she was against the resolution because she did not want to set a precedent, but she is in favor of recess. Dr. Peluso is pleased that we are not mandating it, but working collaboratively with schools. Dr. Grego stated that he spoke with Steve Swartzel, legislative liaison, regarding funding from the state to implement recess; however, he was advised that there would be no funds.

2) He is looking forward to the Evening of Excellence, dinner and awards ceremony, on February 2nd. The Pinellas Education Foundation has done a great job.

3) He shared that the Ford Next Generation Learning Winter Conference. February 17-19 will be attended by districts from twelve states; they are coming here to learn how we

operate career academy programs. The Board is welcome to attend.

4) He thanked everyone who helped observe the Dr. Martin Luther King Jr. Holiday celebrations across the county. Six district bands and the 5000 role models marched in the parade. He said he attended the banquet on Friday evening with other board members and staff. Mrs. Cook attended the Clearwater NAACP breakfast and Ms. Flowers attended the Clearwater event.

5) He shared information about Parent University scheduled for Saturday, February 6th at Countryside High. He directed the public to the district website for details.

6) He stated that he enjoyed speaking at the Pinellas County Council of PTAs general meeting last week and gave a shout out to all our PTAs for their hard work and support.

7) He shared congratulations to Jamerson Elementary, Center for Mathematics and Engineering, whose program has been named the top elementary STEM program in the nation at the Future of Education Technology Conference in Orlando recently.

8) He stated that climate surveys were conducted as part of last year's accreditation process through AdvancED; it is a 360 degree survey. The board approved the process in 2013 and the site visit occurred last February. He called upon Dr. Mary Beth Corace, director, strategic planning and policy, to share specifics. Dr. Corace stated that schools surveyed parents, staff and students with separate surveys to capture input regarding opinions for improvement of the school and district. The survey used has been researched and validated for reliability; it utilizes five scales and the opportunity to express opinions. She said that she delivers the school improvement training and the use of the data from the AdvancED survey is addressed.

B. *Items Introduced by School Board Attorney*

Mr. Koperski stated that he had no report.

C. *Items Introduced by the Board*

Terry Krassner- She thanked Dr. Mary Beth Corace for the information shared about the AdvancED survey and understands that it is a better tool. She values climate surveys.

Rene Flowers-1) She said that she serves on the Florida School Boards Association (FSBA) Advocacy Committee; they are putting together a media presentation to showcase positive things that are happening in public schools in the state of Florida. She asked board members to share their ideas for this project. 2) She said FSBA has also requested she be responsible for one of the resource tabs on their website; the one regarding School Safety. When she is in Tallahassee next week the committee will be meeting. 3) She shared that Ms. Robin Wikle, former school board member, was in a car accident and was hospitalized, but she was released today to recover at home. 4) She visited Lealman Innovation Academy and while there spoke with a young man who previously attended John Hopkins Middle School. He shared with her that while there he had 101 referrals, but since his change in school his behavior has improved dramatically. She said kudos to him. 5) She said the next week she will be in Tallahassee promoting public education with our legislative representatives.

Linda Lerner-1) She thanked board members who will be going to Tallahassee during the FSBA Day in the Legislature. 2) She shared that the surveys conducted by

AdvancED are confidential and the number of characters allotted for comment has increased over the number allowed when we developed our own surveys. She said that this survey process is taking us in a positive direction and everyone should fill one out.

Carol Cook-1) She said that she attended the NAACP Clearwater branch, Martin Luther King Jr. Day breakfast. She attended along with Dr. Peluso. She said the students that assisted during the event did a very nice job, and she wanted to thank them. 2) She shared that she will also be in Tallahassee next week with FSBA and invited members of the PTA and teachers that would be there to come by the DoubleTree hotel if they wish to collaborate on the message being communicated to our legislators. She said it would be better to send the same message for clarity. 3) She has been on several school visits and some great things are going on; principals, teachers and students alike. Thank you to all.

Linda Lerner- Following comments from Mrs. Cook, she said agrees with what is happening at schools and commends the board for their advocacy and thanked Mrs. Cook for her role with FSBA.

Peggy O'Shea-1) She shared that she attended an event in Clearwater sponsored by the Tax Collector's office; the Kids Tag Art Pinellas County Awards ceremony. Students from participating schools design a license tag that can be placed on the front of your vehicle; it is a fundraising opportunity. The tags are \$15.00; This year \$55,000.00 was raised for the district art program and additional funds will be shared with each participating school. Please check the tax collector's office for this opportunity to support the arts. 2) She mentioned the referendum will be coming up for a vote this year and those funds also support the arts.

D. Review of Board Requests

Dr. Corbett stated that there were no board requests made during the meeting.

E. School Board Meeting Evaluation

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

Pluses:

- positive items and partnerships
- climate survey presentation
- our students compete nationally and globally
- mics worked

Opportunities:

- other positive presentations/explanations at each meeting

XIV. Adjournment

There being no further business to be brought before the School Board; this meeting adjourned at 6:37 p.m.

Chairperson

Superintendent and Ex Officio Secretary

XV. Public Speakers

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

1. Megan Brunelle

Ms. Brunelle invited Dr. Grego and the Board to shadow her on the job for one week; she is a first grade teacher.

2. Mark Klutho

Mr. Klutho spoke about the district's construction budget and environmental issues.

3. John Skinner

Mr. Skinner thanked teachers/parents who marched in Tallahassee and shared his background.

4. Michael Gandolfo

Mr. Gandolfo, PCTA, spoke of legislative concerns and the need to consider the voice of the professional educator.

5. Nancy Velardi

Ms. Velardi shared her concern with the climate survey and teacher evaluation process.

6. Allen Conner

Mr. Conner spoke about the contamination issue at Sawgrass Lake and presented copies of the Florida Dept. of Environmental Protection report dated September 10, 2015 for the Board.

7. Edward Brvenik

Mr. Brvenik spoke of the Sawgrass Lake contamination issue related to school field trips.

8. Christine Amstutz

Ms. Amstutz, teacher, shared concerns with the climate survey and administrative support.

9. Susan Spaulding

Ms. Spaulding, teacher, suggested bargaining units participate in climate survey development.

This session ended at 7:05 p.m.

ADOPTED

REQUEST FOR APPROVAL (ID # 5609)

ATTACHMENTS:

- Feb 9 2016 FINAL HR Board Agenda Sets A-B (PDF)

Set A

MEMORANDUM

February 9, 2016

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Recommendation of Superintendent on Personnel – 2015/2016

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

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

Administrative

Terminations

Resignation	1	A
Retirement	1	A

Instructional

Appointments of Probationary Contract	46	1-4
Appointment of Annual Contract	1	4
Transfers	6	4
Leaves of Absence	16	5
Return From Leave of Absence	15	6
Terminations		
Resignations	15	7
Retirements	6	7-8
Contracted Services	119	8-18
Substitute Appointments	30	18-19
Teaching Out-of-Field for ESOL	16	19-20
Teaching Out-of-Field for Other Subject Areas	34	21-22
Teaching Out-of-Field (Co-Teacher)	1	23
Teaching Out-of-Field (Long-Term Substitutes)	17	23-24

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: Feb 9 2016 FINAL HR Board Agenda Sets A-B (5609 : Request Approval of Personnel Recommendations)

RECOMMENDATION OF SUPERINTENDENT
ON ADMINISTRATIVE PERSONNEL

2015/2016

February 9, 2016

TERMINATION

NAME	POSITION/COST CENTER	EFFECTIVE
	<u>Resignation</u>	
Smith, Janine M	Assistant Principal Sanders Exceptional	01/22/16
	<u>Retirement</u>	
Garrett, Shirley A	Assistant Principal Bardmoor Elementary	01/15/16

Attachment: Feb 9 2016 FINAL HR Board Agenda Sets A-B (5609 : Request Approval of Personnel Recommendations)

RECOMMENDATION OF SUPERINTENDENT ON
INSTRUCTIONAL PERSONNEL

February 9, 2016

2015/2016

APPOINTMENTS OF PROBATIONARY CONTRACT

NAME	COST CENTER	GRADE/SUBJECT	EFFECTIVE
Anosike, Nkolika N	Azalea Middle	Social Studies	01/14/16
Asllani, Edlira	Plumb Elementary	Elementary	01/19/16
Bearkland, Stephanie E	Ponce de Leon Elementary	Educational Alternative Services	01/19/16
Becker, Adrianna C	Campbell Park Elementary	Elementary	12/14/15
Bouknecht, Lynne A	Cross Bayou Elementary	Pre-K Deaf/Hard of Hearing	01/04/16
Caruso, Christina L	Brooker Creek Elementary	Art	01/15/16
Casabon, Jodi N	Perkins Elementary	Kindergarten	01/15/16
Cline-Graves, Shelly M	Osceola Middle	Mathematics	01/15/16
Colleton, Delena S	Clearwater Intermediate	Varying Exceptionalities	01/06/16
Dixon, Jillian C	Osceola Middle	Mathematics	01/04/16
Dobs, Cassandra J	Skycrest Elementary	Elementary	01/14/16
Doina, Jocelyn P	Clearwater High	Health	01/11/16
Fecarotta, Rome D	Brooker Creek Elementary	Elementary	01/19/16
Fox, Kylie R	Walsingham Elementary	Kindergarten	01/05/16
Glessner Jr, William P	Fitzgerald Middle	Physical Education	01/20/16

Attachment: Feb 9 2016 FINAL HR Board Agenda Sets A-B (5609 : Request Approval of Personnel Recommendations)

Recommendation of Superintendent on Instructional Personnel
 February 9, 2016
 2015/2016 School Year

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APPOINTMENTS OF PROBATIONARY CONTRACT
 (Continued)

NAME	COST CENTER	GRADE/SUBJECT	EFFECTIVE
Going, Dawn R	Tarpon Springs High	Language Arts	01/13/16
Gorecki, Christine M	Lake St George Elementary	Elementary	01/15/16
Hampton, Sarah K	Palm Harbor Middle	Autism Spectrum Disorder	12/14/15
Haslam, Derric W	Dunedin Highland Middle	Science	01/19/16
Hoban, Richard A	Hospital Homebound	Hospital Homebound	01/11/16
Keller, Beth E	Curlew Creek Elementary	Elementary	01/12/16
Kemerer, Krystyne M	Plumb Elementary	Pre-K Autism Spectrum Disorder	01/13/16
Kerben, Ann G	FDLRS Gulfcoast Association Center	Resource Teacher	01/21/16
Knepper, Melissa G	Safety Harbor Middle	Foreign Language	01/11/16
Kott, Shannan A	Title I Center	Elementary	01/04/16
Kozlowski, Christopher J	Largo High	Technical Education	01/11/16
Lindquist, Kyle A	Tarpon Springs High	Physical Education	01/04/16
MacConnell, Joanne M	Gulfport Elementary	Elementary	01/11/16
Maiorana, Catherine M	Dunedin Elementary	Elementary	12/17/15
Mayle, Pamela I	Dixie Hollins High	Reading	01/11/16
McDonald, Sarah P	Oak Grove Middle	Guidance	01/20/16
Micale, Melanie J	Dunedin Elementary	Elementary	01/11/16

Attachment: Feb 9 2016 FINAL HR Board Agenda Sets A-B (5609 : Request Approval of Personnel Recommendations)

Recommendation of Superintendent on Instructional Personnel
 February 9, 2016
 2015/2016 School Year

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APPOINTMENTS OF PROBATIONARY CONTRACT
 (Continued)

NAME	COST CENTER	GRADE/SUBJECT	EFFECTIVE
Moore, Joshua L	Bay Point Middle	Title I	12/14/15
Moundros, Haris	Dunedin High	Varying Exceptionalities	12/14/15
Murr, Miranda L	Title I Center	Elementary	12/14/15
Nixon, Cheryl	Educational Alternative Services	Alternative Education	01/08/16
Navaro, Aldo M	Brooker Creek Elementary	Elementary	01/05/16
Pantelis, Emily	Clearwater Fundamental	Guidance	01/05/16
Pendergrass, Amy M	Thurgood Marshall Fundamental Middle	Science	01/19/16
Phillips, Helen	Lakewood High	Language Arts	01/19/16
Pierret, Geoffrey S	Clearwater High	Language Arts	01/11/16
Pierri, Rachel S	Ridgecrest Elementary	Gifted	01/05/16
Quintana, Christopher PH	Northwest Elementary	Emotional/Behavior Disorder	01/08/16
Remillard, Abigail R	Tyrone Middle	Language Arts	01/11/16
Ryals, Selina A	Eisenhower Elementary	Guidance	01/13/16
Salary, Aggie ED	Psychological Services	Psychologist	12/07/15
Silver, Kristin N	Title I Center	Elementary	01/11/16
Sliby, Amanda R	Pinellas Park High	ESOL	01/19/16
Stoup, William B	Thurgood Marshall Fundamental Middle	Music	01/19/16

Attachment: Feb 9 2016 FINAL HR Board Agenda Sets A-B (5609 : Request Approval of Personnel Recommendations)

Recommendation of Superintendent on Instructional Personnel
 February 9, 2016
 2015/2016 School Year

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APPOINTMENTS OF PROBATIONARY CONTRACT
 (Continued)

NAME	COST CENTER	GRADE/SUBJECT	EFFECTIVE
Swanson, Kathleen K	Largo Middle	Reading	01/11/16
Velazquez, Matthew M	Title I Center	Elementary	12/18/15
Weremecki, Paul R	Carwise Middle	Physical Education	01/19/16
Willey, Michael A	Boca Ciega High	Mathematics	12/15/15
Wilson, Angela D	Title I Center	Elementary	01/19/16

APPOINTMENT OF ANNUAL CONTRACT

NAME	COST CENTER	GRADE/SUBJECT	EFFECTIVE
Bryant, Margaret P	Sanders Exceptional	Emotional/Behavior Disorder	01/31/16

TRANSFERS

NAME	FROM COST CENTER	TO COST CENTER	EFFECTIVE
Bonkowski, Andrea	Pinellas Park High	Palm Harbor University High	01/18/16
Ellis, Raven I	Title I Center	Maximo Elementary	01/04/16
Herbert, Judy K	Pre-K Handicapped	Hamilton Disston	01/04/16
Kott, Shannan A	Title I Center	Maximo Elementary	01/11/16
McCabe, Margaret A	Gibbs High	Pinellas Park Middle	01/04/16
Milisav, Lidija	Largo High	Largo Middle	01/04/16

Attachment: Feb 9 2016 FINAL HR Board Agenda Sets A-B (5609 : Request Approval of Personnel Recommendations)

Recommendation of Superintendent on Instructional Personnel
 February 9, 2016
 2015/2016 School Year

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LEAVES OF ABSENCE

NAME	COST CENTER	EFFECTIVE
Aguilar, Adrienne M	St Petersburg High	01/04/16
Barrie, Marlene A	Communication Disorders	01/06/16
Coleman, Romney MV	Kings Highway Elementary Magnet School	01/05/16
Davis, Amanda E	Cross Bayou Elementary	01/11/16
Deninno-Megura, Pamela	Plumb Elementary	12/02/15
Desir, Monique L	Osceola Middle	01/04/16
Dockery, Robin E	Bauder Elementary	01/07/16
Elliott, Tracy B	Seminole Middle	01/04/16
Ewart, Jojean	Lakewood High	01/06/16
Glickley, George B	Ridgecrest Elementary	01/04/16
Hagues, Cynthia M	Anona Elementary	01/04/16
Kerroumi, Zahra	Seminole Middle	01/04/16
LaCourse, Loretta M	St Petersburg High	12/04/15
Leprone, Shelby A	High Point Elementary	01/04/16
Poteet, Melissa C	Stephens ESE Center	11/19/15
Tash, Karyn K	St Petersburg High	12/14/15
Van Voorhis, Rana L	Boca Ciega High	01/04/16
Westlund, Lori J	Pre-K Handicapped	01/04/16
Yiallourous, Eleonora	East Lake High	01/11/16

Attachment: Feb 9 2016 FINAL HR Board Agenda Sets A-B (5609 : Request Approval of Personnel Recommendations)

Recommendation of Superintendent on Instructional Personnel
 February 9, 2016
 2015/2016 School Year

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RETURN FROM LEAVE OF ABSENCE

NAME	COST CENTER	GRADE/SUBJECT	EFFECTIVE
Altman-Wood, Kari L	Lakeview Fundamental Elementary	Guidance	01/04/16
Burgos, Jane E	Lake St George Elementary	Elementary	01/04/16
Celli, Laura M	Pinellas Park Middle	Science	01/04/16
Gresser, Danielle L	Seminole High	Language Arts	01/13/16
Happel, Susan E	Safety Harbor Elementary	Autism Spectrum Disorder	01/05/16
Jansen, Martha M	Lakeview Fundamental Elementary	Elementary	01/04/16
Lipensky, Alyson R	Lake St George Elementary	Pre-K Varying Exceptionalities	01/08/16
Manley, Nicole A	Gulfport Elementary	Kindergarten	01/11/16
Mederos, Suray	Palm Harbor Middle	Foreign Language	01/05/16
Olson, Christine A	Ridgecrest Elementary	Kindergarten	01/04/16
Pfluke, Jill	Pinellas Park High	Visually Impaired	01/04/16
Rivera, Jaclyn M	Seminole Middle	Emotional/Behavior Disorder	01/05/16
Scalia, Nichole M	Curlew Creek Elementary	Elementary	12/28/15
Scarano, Somer	OT-PT/Medicaid	Physical Therapist	01/04/16
Sprague, Jeffrey B	Lakeview Fundamental Elementary	Elementary	01/04/16

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Recommendation of Superintendent on Instructional Personnel
 February 9, 2016
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TERMINATIONS

NAME	COST CENTER	EFFECTIVE
<u>Resignations</u>		
Bailey, Lauren E	Tarpon Springs Middle	01/04/16
Brandow, Scott A	Palm Harbor University High	01/06/16
Giargente, Peter J	Fairmount Park Elementary	11/03/15
Glime, Jeannette M	Pinellas Gulf Coast Academy	01/04/16
James, Alexandra Z	Lealman Avenue Elementary	02/15/16
Martin, Sarah A	John Hopkins Middle	01/08/16
Maturo Tolisano, Heather M	Gulfport Elementary	01/08/16
McCoy, Chester L	Clearwater High	01/04/16
McCoy, Kimberly A	Clearwater High	01/04/16
Newman, Shelby	North Shore Elementary	01/04/16
Silva, Debra A	Boca Ciega High	01/15/16
Schramm, Melissa A	Sawgrass Lake Elementary	01/29/16
Spain, Julie	Walsingham Elementary	01/28/16
Trang, Thao T	Tyrone Middle	01/15/16
Vickstrom Ann O	Woodlawn Elementary	01/13/16
<u>Retirements</u>		
Feyerabend, William J	Brooker Creek Elementary	01/04/16
Johnson, Nancy L	Marjorie Kinnan Rawlings Elementary	01/11/16

Attachment: Feb 9 2016 FINAL HR Board Agenda Sets A-B (5609 : Request Approval of Personnel Recommendations)

Recommendation of Superintendent on Instructional Personnel
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TERMINATIONS
 (Continued)

NAME	COST CENTER	EFFECTIVE
<u>Retirements</u> (Continued)		
Kolanko, Stephanie A	OT-PT/Medicaid	01/08/16
McGough, Stephen D	Osceola Middle	12/31/15
Shockey, John W	Blanton Elementary	01/20/16
Taylor, Michael A	Osceola Fundamental High	01/07/16

PAYMENT TO CONTRACTED SERVICES EMPLOYEES

Funding Source: District Operating Funds

9-12 SCIENCE

Planning and delivering quarterly PLC (Professional Learning Community) training and data prep

Christou, Valerie N	12/14/15 - 06/30/16	\$960.00
Craven, Lindsey B	12/14/15 - 06/30/16	\$960.00
Schultz, Fawnia D	12/14/15 - 06/30/16	\$960.00
Van Voorhis, Tristan J	12/14/15 - 06/30/16	\$960.00

ADVANCED STUDIES/ACADEMIC EXCELLENCE

AVID college co-op tutor

Amended contract hours from 138 to 170
 and total salary from \$1,932.00 to \$2,380.00

Caldwell, Annalee G	09/01/15 - 12/11/15	\$2,380.00
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Amended contract hours from 132 to 155
 and total salary from \$1,848.00 to \$2,170.00

Jenkins, Kaelyn M	09/01/15 - 12/11/15	\$2,170.00
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Amended contract hours from 72 to 100
 and total salary from \$1,008.00 to \$1,400.00

Soltau, Cameron	09/01/15 - 12/11/15	\$1,400.00
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Attachment: Feb 9 2016 FINAL HR Board Agenda Sets A-B (5609 : Request Approval of Personnel Recommendations)

PAYMENT TO CONTRACTED SERVICES EMPLOYEES

(Continued)

Funding Source: District Operating Funds (Continued)

ELEMENTARY LANGUAGE ARTS AND READING

Revising Grade 4 Module

Allen, Kari A	12/18/15 - 05/27/16	\$200.00
Bullock, Jessica M	12/18/15 - 05/27/16	\$200.00
Dewese, Maria L	12/18/15 - 05/27/16	\$200.00
Kunish, Jennifer N	12/18/15 - 05/27/16	\$200.00
Slone, Cassandra L	12/18/15 - 05/27/16	\$200.00

ELEMENTARY SCIENCE

Developing and facilitating processes and procedures for
 the District Super Science competition

Meditz, Mistie L	12/11/15 - 03/05/16	\$300.00
Rand, Amy L	12/11/15 - 03/05/16	\$300.00

ESOL

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

Amended contract hours from 550 to 650
 and total salary from \$7,150.00 to \$8,450.00

Moore, Erica S	08/08/15 - 06/07/16	\$8,450.00
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Providing state-mandated training that leads to ESOL
 endorsement

Bailey, Karen M	01/04/16 - 06/24/16	\$2,880.00
Fernandez, Jennifer S (2 contracts)	01/04/16 - 06/24/16	\$5,760.00
Morehouse, Charles J (2 contracts)	01/04/16 - 06/24/16	\$4,080.00
Ouzoun-Ash, Emine M (2 contracts)	01/04/16 - 06/24/16	\$4,080.00
Spiric, Radmila (4 contracts)	01/04/16 - 06/24/16	\$11,520.00

Funding Source: District Operating Funds

GIFTED AND ABLE LEARNERS

Co-Teaching endorsement course for Out-of-Field
 Gifted teachers

Baynard, Sally P	08/26/15 - 06/30/16	\$1,600.00
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PAYMENT TO CONTRACTED SERVICES EMPLOYEES

(Continued)

Funding Source: District Operating Funds (Continued)

HIGH SCHOOL LANGUAGE ARTS AND READING

Facilitating professional development and district resource development

Landstrom, Adella	12/07/15 - 06/30/16	\$400.00
Moseley, Britt E	11/30/15 - 06/30/16	\$400.00
Wolford, Nora K	12/07/15 - 06/30/16	\$400.00

K-12 STEM

Developing and revising curriculum and products aligned to district initiatives for K-12 STEM

Buidens, Rebecca A	01/12/16 - 02/05/16	\$100.00
Donley, Melissa R	01/12/16 - 02/05/16	\$100.00
Greth, Amy J	01/12/16 - 02/05/16	\$100.00
Schulz, Jaimi	01/12/16 - 02/05/16	\$100.00

PRE K-12 PERFORMING ARTS

Preparing and conducting Honor Drumming Ensemble rehearsal and performance

Copeland, Cheryl D	01/28/16 - 03/12/16	\$800.00
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Preparing for and conducting Honor Orff ensemble rehearsals and performance

Harris, Robin L	01/28/16 - 03/12/16	\$800.00
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Accompanying Honors Choir rehearsal and performance

Dannewitz, Brenda M	01/28/16 - 03/12/16	\$280.00
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Supporting the teacher in the subject of Strings Specialist as expert in field

Dusylovitch, David J	01/19/16 - 05/30/16	\$7,650.00
Juliano, Grace A	10/01/15 - 05/30/16	\$6,000.00

Preparing and conducting all county honor choir rehearsals and performance

Kline, Kendall L	01/28/16 - 03/12/16	\$800.00
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PAYMENT TO CONTRACTED SERVICES EMPLOYEES

(Continued)

Funding Source: District Operating Funds (Continued)

PRE K-12 PERFORMING ARTS (Continued)

Preparing and conducting Elementary String Orchestra
 rehearsals and performance

Visnage, Stephen B	01/28/16 - 03/12/16	\$800.00
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PRE K-12 SOCIAL STUDIES

Developing curriculum and revisions aligned to
 deconstructed Next Generation Sunshine State Standards
 for high school social studies

Alford, Ryan L	01/20/16 - 05/30/16	\$280.00
Anello, Lindsay M	01/20/16 - 05/30/16	\$280.00
Burness, John E	01/20/16 - 05/30/16	\$280.00
Eriksen, Zachary W	01/20/16 - 05/30/16	\$280.00
Pierce, Kathryn E	01/20/16 - 05/30/16	\$280.00
Sehl, Sally D	01/20/16 - 05/30/16	\$280.00
Short, Carrie Marie	01/20/16 - 05/30/16	\$280.00
Tait, Helen N	01/20/16 - 05/30/16	\$280.00
Yarbrough, Brian W	01/20/16 - 05/30/16	\$280.00

Delivering professional development; updating curriculum
 guides

Anderson, Michelle L	11/10/15 - 06/30/16	\$1,000.00
Cemberci, Virginia A	11/18/15 - 06/30/16	\$1,000.00
Giordano, Kerry L	11/18/15 - 06/30/16	\$1,000.00
Herrig, Joann K	11/18/15 - 06/30/16	\$1,000.00
Lauzon, Danielle R	11/18/15 - 06/30/16	\$1,000.00
Schlierer, Oren T	11/18/15 - 06/30/16	\$1,000.00

PRE K-12 WORLD LANGUAGES

Preparing and facilitating training for the World
 Languages Academies (SPLASH, FLASH, AND CLASH) SPANISH
 Language Academy for School and Home (French, Chinese)

Motta Montoya, Ofelia	11/07/15 - 11/07/15	\$240.00
Rosado, Sandra N	11/07/15 - 11/07/15	\$240.00

Recommendation of Superintendent on Instructional Personnel
February 9, 2016
2015/2016 School Year

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PAYMENT TO CONTRACTED SERVICES EMPLOYEES

(Continued)

Funding Source: District Operating Funds (Continued)

PROFESSIONAL DEVELOPMENT

Planning and providing professional development for
Clinical Educator training

Doege, Johanna M	01/12/16 - 01/21/16	\$720.00
Jaspers, Johannes C	02/02/16 - 02/24/16	\$720.00

Planning and providing professional development to
support the districtwide roll-out of the Marzano Evaluation
System

Boulanger, Christopher T	12/01/15 - 06/30/16	\$2,500.00
Dierking, Connie S	12/01/15 - 06/30/16	\$2,500.00
Lamore, Loretta D	12/01/15 - 06/30/16	\$2,500.00
Maitner, April	12/01/15 - 06/30/16	\$2,500.00
Michael, Paige E	12/01/15 - 06/30/16	\$2,500.00
Reed, Karen H	12/01/15 - 06/30/16	\$2,500.00
Stewart, Michele L	12/01/15 - 06/30/16	\$2,500.00

Planning and providing professional development to
support lead mentors in using CPLL (Collaborative
Professional Learning Log)

Freed, Cynthia	12/04/15 - 12/08/15	\$80.00
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Developing curriculum for Fast Start Academy

Murphy Atkins, Cassandra A	02/01/16 - 06/30/16	\$500.00
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Planning and providing professional development for
mentor program

Pribble, Elizabeth L	04/08/16 - 04/20/16	\$480.00
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Creating and facilitating training for the Transition-To-
Teaching program

Amended contract hours from 50 to 125
and total salary from \$1,000.00 to \$2,500.00

Blair, Jonathan L	07/01/15 - 06/30/16	\$2,500.00
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Attachment: Feb 9 2016 FINAL HR Board Agenda Sets A-B (5609 : Request Approval of Personnel Recommendations)

PAYMENT TO CONTRACTED SERVICES EMPLOYEES

(Continued)

Funding Source: District Operating Funds (Continued)

PROFESSIONAL DEVELOPMENT (Continued)

Creating and facilitating training for the Transition-To-Teaching program

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

Bohnet, Bridget L	07/01/15 - 06/30/16	\$4,000.00
Freed, Cynthia	07/01/15 - 06/30/16	\$4,000.00
Johnson, Shannon M	08/19/15 - 06/30/16	\$4,000.00
Rayner, Teshanna D	07/01/15 - 06/30/16	\$4,000.00
Schaaf, Marlene S	07/01/15 - 06/30/16	\$4,000.00

Amended contract hours from 50 to 125
 and total salary from \$1,000.00 to \$2,500.00

Harris, Janet R	07/01/15 - 06/30/16	\$2,500.00
Lyons, Melissa	07/01/15 - 06/30/16	\$2,500.00
Meloy, Carlene C	07/01/15 - 06/30/16	\$2,500.00

Creating and facilitating training for the Transition-To-Teaching program

Robinson, Carole L	05/05/16 - 06/30/16	\$1,000.00
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PSYCHOLOGICAL SERVICES

Providing gifted evaluations, attending eligibility meetings,
 assisting district compliance

Hamels, Suzanne M	12/01/15 - 05/31/16	\$10,948.00
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PAYMENT TO CONTRACTED SERVICES EMPLOYEES

(Continued)

Funding Source: Federal Funds

BARDMOOR ELEMENTARY

Presenting on-site professional development for teachers
 based on summative and formative assessments

Glass, Ruth A	12/04/15 - 06/30/16	\$200.00
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CAREER, TECHNICAL, AND ADULT EDUCATION

Facilitating professional development for CTAE teachers

Chastain, Ervi	01/18/16 - 03/31/16	\$960.00
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Taylor, Gregory S	01/18/16 - 03/31/16	\$960.00
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Warner, Dawn	01/18/16 - 03/31/16	\$960.00
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ELEMENTARY MATHEMATICS

Developing and facilitating trainings,
 curriculum/assignments, and professional development
 aligned to elementary mathematics initiatives and the
 District Strategic Plan

Gualtieri, Kathryn A	11/02/15 - 01/31/16	\$480.00
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EXCEPTIONAL STUDENT EDUCATION

Providing CPI trainings

Gonzalez, Dawn R	10/05/15 - 06/30/16	\$720.00
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Peters, Stacey M	09/09/15 - 06/30/16	\$880.00
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Provide CPI trainings

Amended contract hours from 20 to 30
 and total salary from \$400.00 to \$600.00

Goza, Jennifer L	09/02/15 - 06/30/16	\$600.00
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Facilitating testing of non-English-speaking students with
 language assessments scales

Amended contract hours from 550 to 650
 and total salary from \$7,150.00 to \$8,450.00

Pace-Sherma, Robyn A	08/08/15 - 06/07/16	\$8,450.00
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Pisoni, Cheryl L	08/08/15 - 06/07/16	\$8,450.00
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PAYMENT TO CONTRACTED SERVICES EMPLOYEES

(Continued)

Funding Source: Federal Funds (Continued)

FDLRS GULFCOAST ASSOCIATION CENTER

Facilitator duties (various sessions) outlined in the PDA letter of agreement; instruction in mathematics; planning and delivering face-to-face or virtual class sessions

Gillen, Staci A (2 contracts)	01/06/16 - 03/28/16	\$2,000.00
Hartley, Dawn M	01/07/16 - 03/28/16	\$1,000.00

KINGS HIGHWAY ELEMENTARY MAGNET SCHOOL

Creating Project-Based Learning Units for school improvement

Miller, Pamela A	01/04/16 - 03/11/16	\$1,600.00
Riek, Shannon E	01/04/16 - 03/11/16	\$1,600.00
Sexton, Carrie L	01/04/16 - 03/11/16	\$1,600.00

MEADOWLAWN MIDDLE

Title I Audit Box duties and responsibilities

Keesee, Stephanie	09/01/15 - 06/30/16	\$1,000.00
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MILDRED HELMS ELEMENTARY

Title I Audit Box duties and responsibilities

Pearson, Leesa A	12/15/15 - 06/30/16	\$500.00
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PINELLAS CENTRAL ELEMENTARY

Title I Audit Box duties and responsibilities

Coletti, Anne M	09/25/15 - 06/30/16	\$1,500.00
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PINELLAS PARK ELEMENTARY

Providing training in literacy; formative assessments and Marzano strategies; after school training aligned to the module roll-outs

Owens, Amy S	01/05/16 - 05/27/16	\$700.00
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PAYMENT TO CONTRACTED SERVICES EMPLOYEES

(Continued)

Funding Source: Federal Funds (Continued)

PRE K-12 HEALTH EDUCATION

Planning and supervising intramurals

Archer, Melinda M	11/30/15 - 05/06/16	\$400.00
Hastings, Colby J	02/09/16 - 05/06/16	\$800.00

PRIVATE SCHOOL ESE

After school Speech Language Pathologist services

Covington, Christina M	05/05/16 - 05/24/16	\$1,235.00
Martinez, Alicia R	01/07/16 - 05/15/16	\$1,365.00
Perry, Maquita V	01/06/16 - 05/25/16	\$2,340.00

After school Deaf/Hard of Hearing services

Amended contract hours from 29 to 49
 and total salary from \$1,885.00 to \$2,205.00

Matiya, Alissa A	10/20/15 - 05/31/16	\$2,205.00
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Funding Source: School Operating Funds

AZALEA ELEMENTARY

Conducting equipment inventory

Price, Sarah B	09/14/15 - 09/25/15	\$400.00
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BAY VISTA FUNDAMENTAL ELEMENTARY

Musical accompanist for Bay Vista Fundamental
 Elementary performances at Lakewood High

Merrett, Jacob W	12/01/15 - 05/30/16	\$260.00
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BELLEAIR ELEMENTARY

Accompanist on piano for rehearsal and concert

Dannewitz, Brenda M	12/14/15 - 12/18/15	\$50.00
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BOCA CIEGA HIGH

Coaching instrumental music

Urban, Gregory (2 contracts)	01/05/16 - 05/08/16	\$350.00
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PAYMENT TO CONTRACTED SERVICES EMPLOYEES

(Continued)

Funding Source: School Operating Funds (Continued)

CLEARWATER HIGH

Fall Color Guard director

Argenziano, Corinne F	08/10/15 - 11/14/15	\$860.00
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DUNEDIN HIGH

Accompanying rehearsals and winter concert

Blais, Jennifer L	12/07/15 - 12/08/15	\$210.00
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Coaching and attending matches wrestling tournaments

Cardwell, Michael J	11/09/15 - 03/05/16	\$1,424.17
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EAST LAKE HIGH

Instructing Woodwind

Benoit, Robin B	01/11/16 - 03/31/16	\$1,000.00
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JOHN HOPKINS MIDDLE

Choreographing district drama musical numbers for middle school competition

Topper, Timothy J	11/16/15 - 04/22/16	\$1,500.00
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LARGO MIDDLE

Accompanying chorus holiday concert

Fannon, Nancy A	12/14/15 - 12/15/15	\$200.00
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MADEIRA BEACH FUNDAMENTAL K-8

Accompanying, rehearsing, and playing for performance for chorus concert at Osceola High

Dannewitz, Brenda M	12/01/15 - 12/03/15	\$221.00
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MELROSE ELEMENTARY

Mentoring/coaching principal

Boyd, Susan A	01/05/16 - 05/20/16	\$34,125.00
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NORTHEAST HIGH

Providing personalized learning work session

Serata, Curtis T	12/15/15 - 12/15/15	\$110.00
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Recommendation of Superintendent on Instructional Personnel
February 9, 2016
2015/2016 School Year

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PAYMENT TO CONTRACTED SERVICES EMPLOYEES

(Continued)

Funding Source: School Operating Funds (Continued)

PINELLAS PARK HIGH

Piano accompanist

Huffman, Thomas D	12/08/15 - 06/07/16	\$1,500.00
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SEMINOLE HIGH

Teaching and leading musical numbers and rehearsals

Bonnett, Gordon	10/20/15 - 12/15/15	\$1,000.00
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ST PETERSBURG HIGH

Assisting in choreography for musical

Koski, Jarrett W	01/21/16 - 03/12/16	\$1,000.00
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TARPON SPRINGS MIDDLE

Providing piano accompaniment for choral rehearsals and performances

Worsham, Emily S	11/01/15 - 06/01/16	\$750.00
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SUBSTITUTE APPOINTMENTS

It is recommended that the persons named on this list be appointed as substitute teachers. Their names are submitted with the understanding that they will comply with all regulations of the State Department of Education and the School Board of Pinellas County, Florida, pertaining to substitute teachers.

NAME

NAME

Abdou, Ibrahim F I

Aboulafia, Trixie A

Abourjilie, Emily K

Beckman, Taylor A

Buiteweg Foss, Katherine J

Carmona, Jessica R

Chabaane Elewa, Olfa

D'angelo, Shawn M

Danglade, Dawn

Filstrup, Thomas C

Gemmill, Jennifer J

Giordano, Anthony

Attachment: Feb 9 2016 FINAL HR Board Agenda Sets A-B (5609 : Request Approval of Personnel Recommendations)

SUBSTITUTE APPOINTMENTS
 (Continued)

NAME	NAME
Hinsch, Ariel L	Jackson, Linda
Kimmel, Joseph J	Klag, Teresa D
Ladouceur, Sheree M	Leta, Angela L
Logan, Beverly A	Lugo, Lisa M
Mitchell, Heather E	Morahan, Melissa K
Owens, Brian K	Ronca, Chelsea E
Sideleau, Melanie R	Sussman, Janet L
Talafer, Brian V	Tighe, Danielle C
Welch, Caitlin R	Zambrano, Kathleen T

TEACHERS OUT-OF-FIELD FOR ESOL

The following teachers serve as providers to ELL (English Language Learners) students, but do not possess the required English for Speakers of Other Languages (ESOL) endorsement or the ESOL content coverage on their Florida 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
Anona Elementary	Pilz, Theresa A
Bardmoor Elementary	Donley, Melissa R
Boca Ciega High	Cooper, Lesley A
Dunedin Highland Middle	Huskey, Jeremy J
East Lake High	Massey, Joy A
Educational Alternative Services	Pettee, Claudia F

Recommendation of Superintendent on Instructional Personnel
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TEACHERS OUT-OF-FIELD FOR ESOL
 (Continued)

COST CENTER	NAME
John Hopkins Middle	Andrews, Florencina D
Meadowlawn Middle	Lee, Susan R
New Heights Elementary	Holmes, Amber E
North Shore Elementary	Johnson Jr, Donald L
Northeast High	Campos, Amy N
Osceola Fundamental High	Sadler, Michael L
Ozona Elementary	Magoulis, Randi S
Pinellas Park High	Bonchi, David J
Seminole Elementary	Dupre', Catherine A
Seventy-Fourth Street Elementary	Lange, Michelle S
Shore Acres Elementary	Schoeller, Mary O
St Petersburg High	Broughton, Kiya N

Attachment: Feb 9 2016 FINAL HR Board Agenda Sets A-B (5609 : Request Approval of Personnel Recommendations)

TEACHERS OUT-OF-FIELD

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

COST CENTER	NAME	SUBJECT
Azalea Middle	Lengner, Kristy M	Middle Grades English
Bayside High	Martin, Michael J	Earth/Space Science
Boca Ciega High	Little, Robin K	Health Science
Calvin Hunsinger Calvin Hunsinger	Pernas, Susan G Stoykovich, Mihailo N	Reading Reading
Carwise Middle	Weremecki, Paul R	Health
Clearwater High Clearwater High Clearwater High	Hartley, Dawn M Marshed, Tammy J McQuillen, John N	Technology Education Earth/Space Science Reading
Clearwater Intermediate	Colleton, Delena S	ESOL, Middle Grades Mathematics and Social Studies
Clearwater Intermediate Clearwater Intermediate	Green, Anthony D Plotkin, Robert J	Social Science Social Science
Countryside High Countryside High	Busche, Kimberly M O’Sullivan, Kevin C	Mathematics Physical Education
Dixie Hollins High	Zarate, Kelli M	Mathematics Grades 6-12
Dunedin Highland Middle Dunedin Highland Middle	Huskey, Jeremy J Paschopoulos, Arsenios	Reading Middle Grades Social Science

TEACHERS OUT-OF-FIELD
 (Continued)

COST CENTER	NAME	SUBJECT
Educational Alternative Services	Nixon, Cheryl	English
Largo Middle	Meitz, Sarah C	Gifted
Meadowlawn Middle	Boyle, Edward	Technology Education
Meadowlawn Middle	Medaska, Sandra J	Reading
Meadowlawn Middle	Sorensen, Shelli J	Middle Grades Science
Northeast High	Cady, James A	Social Science
Oak Grove Middle	Fricano, Carolyn L	Middle Grades Science
Osceola Middle	Kelly, Patrick	Technology Education
Palm Harbor Middle	Hampton, Sarah K	Autism Spectrum Disorder, Middle Grades Mathematics, and Science
Palm Harbor University High	Coviello, Corine	Chemistry
Pinellas Park Middle	Weitzel, Max C	Autism Spectrum Disorder, Middle Grades Mathematics, and Science
Sanders ESE Center	Gaynier, Gregory R	Middle Grades Science
Seminole Middle	Lento-Vanzieleghe, Silvana	Social Science
Tarpon Springs Elementary	Poulakidas, Evangelia B	Elementary Education
Tarpon Springs High	Marks-Satinoff, Cheryl D	Chemistry
Tyrone Middle	Golden, Faye J	Reading
Tyrone Middle	Remillard, Abigail R	Reading

CO-TEACHER 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
Orange Grove Elementary	Wallis, Nicole P	Pre-K - 3

LONG-TERM SUBSTITUTE 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
Bay Point Elementary	Crawford, Kenneth B	Elementary Education
Blanton Elementary	Annas, Denise J	Pre-K Varying Exceptionalities
Blanton Elementary	Raab, Carola A	Elementary Education
Campbell Park Elementary	Becker, Adrianna C	Elementary Education
Campbell Park Elementary	Murr, Miranda L	Elementary Education
Clearwater Fundamental	Pantelis, Emily	Guidance
Dunedin Elementary	Maiorana, Catherine M	Elementary Education
Frontier Elementary	Morahan, Melissa K	Elementary Education

Recommendation of Superintendent on Instructional Personnel
 February 9, 2016
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LONG-TERM SUBSTITUTES OUT-OF-FIELD
 (Continued)

COST CENTER	NAME	SUBJECT
Garrison-Jones Elementary	Ditzel, Lauren I	Elementary Education
McMullen-Booth Elementary	Maldonado, Giselly	Elementary Education
Meadowlawn Middle	Grampietro, Marina D Tucker, Thomas M	Reading Mathematics
New Heights Elementary	Sheardown, Amy L	Elementary Education
Sexton Elementary	Dyer, Hyacinth M	Elementary Education
St Petersburg High	Moody, Derril P	Science
Stephens Exceptional	Paser, Wendy J	Elementary Education, Autism Spectrum Disorder
Thurgood Marshall Fundamental Middle	Rogers, Tyler M	Language Arts/Reading

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

Attachment: Feb 9 2016 FINAL HR Board Agenda Sets A-B (5609 : Request Approval of Personnel Recommendations)

MEMORANDUM

February 9, 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	25	1-2
Part-Time Appointments	13	2-3
Substitute Appointments	4	3
Status Changes	17	4-5
Job Changes	18	5-6
Cost Center Changes	6	7
Leave of Absence	2	7
Return from Leave of Absence	4	7-8
Terminations		
Job Abandonment	1	8
Resignations	27	8-9
Retirements	9	10

- 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: Feb 9 2016 FINAL HR Board Agenda Sets A-B (5609 : Request Approval of Personnel Recommendations)

RECOMMENDATION OF SUPERINTENDENT
ON SUPPORT PERSONNEL

February 9, 2016

2015/2016

APPOINTMENTS

NAME	COST CENTER	POSITION	EFFECTIVE
Blankenship, Sonya F	Mildred Helms Elementary	Plant Operator	01/07/16
Cafiero, Andrew J	Tarpon Springs High	Plant Operator	01/11/16
Clarke, Emmerson F	Maximo Elementary	Paraprofessional	01/13/16
Ferreira Ventura Avi, Marcia	High Point Elementary	Bilingual Assistant I	12/15/15
Foster, Lawrence M	Melrose Elementary	Paraprofessional	01/11/16
Gearhart, Michael L	Gulf Beaches Elementary Magnet School	Physical Education Assistant	01/19/16
Giambra, Renee P	Risk Management and Insurance	Financial Reporting Analyst	01/04/16
Herman, Maria A	Pinellas Park Middle	ESE Associate	01/06/16
Hinson, Matilda F	Frontier Elementary	Plant Operator	01/11/16
Johnson, Sarah M	Kings Highway Elementary Magnet School	ESE Associate	01/11/16
Jones, Shauntavia J	Nina Harris Exceptional Student Education Center	ESE Associate	01/11/16
Jones, Tiffany L	Curlew Creek Elementary	ESE Associate	01/13/16
Kambo, Pranvera	Pinellas Secondary School	Paraprofessional	01/11/16

Attachment: Feb 9 2016 FINAL HR Board Agenda Sets A-B (5609 : Request Approval of Personnel Recommendations)

Recommendation of Superintendent on Support Personnel
February 9, 2016
2015/2016 School Year

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APPOINTMENTS
(Continued)

NAME	COST CENTER	POSITION	EFFECTIVE
Kramer, Barbara	Sexton Elementary	ESE Associate	01/14/16
Lapicciarella, Amy D	Tyrone Middle	Paraprofessional	01/11/16
McCann, Deborah S	Title I Center	Paraprofessional	01/07/16
Mekhael, Gorgena R	Sawgrass Lake Elementary	Bilingual Assistant I	01/11/16
O'Connor, Ricca LE	Stephens Exceptional Student Education Center	ESE Associate	01/07/16
Pimentel, Josefina	Clearwater Intermediate	Bilingual Assistant I	01/11/16
Roberts, Steven E	Orange Grove Elementary	Physical Education Assistant	01/07/16
Sutton, Timothy	Sexton Elementary	Plant Operator	01/11/16
Thomas, Janice L	Pinellas Technical College St Petersburg	Assistant to Bookkeeper	01/19/16
Voitseshko, Tetiana	Pinellas Gulf Coast Academy	Paraprofessional	01/11/16
White, Sylvia E	Sandy Lane Elementary	ESE Associate	01/11/16
Zachariah, Jessica L	Shore Acres Elementary	ESE Associate	01/19/16

PART-TIME APPOINTMENTS

NAME	COST CENTER	POSITION	EFFECTIVE
Abde, Amal S	Highland Lakes Elementary	Food Service Assistant	01/05/16

Attachment: Feb 9 2016 FINAL HR Board Agenda Sets A-B (5609 : Request Approval of Personnel Recommendations)

Recommendation of Superintendent on Support Personnel
February 9, 2016
2015/2016 School Year

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PART-TIME APPOINTMENTS
(Continued)

NAME	COST CENTER	POSITION	EFFECTIVE
Angley, Anne E	Curlew Creek Elementary	Food Service Assistant	01/11/16
Hubbard, Marquail J	John Hopkins Middle	Food Service Assistant	01/13/16
Hundley, Isabel C	Ridgecrest Elementary	Food Service Assistant	01/04/16
Jacob, Randa T	Lealman Innovation Academy	Food Service Assistant	01/11/16
Jordon, Alan J	Osceola Fundamental High	Food Service Assistant	01/11/16
Kras, Robin E	Largo Middle	Food Service Assistant	01/11/16
Levinson, Connie F	Leila Davis Elementary	Food Service Assistant	01/04/16
Mosley, Anthony M	Gibbs High	Groundskeeper II	01/07/16
Narvaez, Brittany C	Sawgrass Lake Elementary	Food Service Assistant	01/12/16
Nunez Pomares, Ernestina	Oak Grove Middle	Food Service Assistant	01/04/16
Smith, Rene R	Nina Harris Exceptional Student Education Center	Food Service Assistant	01/11/16
Waterson, Tiffany M	Lealman Avenue Elementary	Food Service Assistant	01/04/16

SUBSTITUTE APPOINTMENTS

NAME	NAME	NAME
	<u>Bus Drivers</u>	
Montana, Michael A Townsend, Robert P	Mulligan, Robert W	Roberts, Perry W

Attachment: Feb 9 2016 FINAL HR Board Agenda Sets A-B (5609 : Request Approval of Personnel Recommendations)

Recommendation of Superintendent on Support Personnel
 February 9, 2016
 2015/2016 School Year

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STATUS CHANGES

NAME	FROM COST CENTER/POSITION	TO COST CENTER/POSITION	EFFECTIV E
Brown, Angela D	School Health Services Certified Nursing Assistant	Lakewood High Data Management Technician	01/11/16
Brown, Justin L	Clearwater High Plant Operator	Cross Bayou Elementary Plant Operations Specialist	01/11/16
Calhoun, Leticia C	Pre K-12 World Languages Secretary II	Maintenance Clerk Specialist II	01/04/16
Dacic, Zoran	Seventy-Fourth Street Elementary Head Plant Operator II	Gibbs High Plant Operator	01/04/16
Davis, Hurbert L	Tarpon Springs Middle Head Plant Operator III	Human Resources Clerk Specialist I	01/25/16
Deacon, Nancy J	Osceola Fundamental High Assistant to Bookkeeper	Maintenance Clerk Specialist II	01/13/16
Echols, Herbert A	Maximo Elementary Plant Operator	Tyrone Middle Night Foreman II	01/11/16
Gbur, Jeffery A	Pasadena Fundamental Elementary Plant Operator	Maintenance Groundskeeper II	01/19/16
Gerard, Ashley N	Dunedin Highland Middle Plant Operator FT	Curlew Creek Elementary Plant Operator PT	01/04/16
Heet, Angela D	Bauder Elementary Food Service Manager II	Risk Management and Insurance Secretary III	01/11/16

Attachment: Feb 9 2016 FINAL HR Board Agenda Sets A-B (5609 : Request Approval of Personnel Recommendations)

Recommendation of Superintendent on Support Personnel
February 9, 2016
2015/2016 School Year

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STATUS CHANGES
(Continued)

NAME	FROM COST CENTER/POSITION	TO COST CENTER/POSITION	EFFECTIVE E
Hicks, Patricia L	Health Sciences Education Clerk Specialist I	Career, Technical, and Adult Education Postsecondary Clerk Specialist II	02/03/16
Hubley, Timothy A	Cross Bayou Elementary Head Plant Operator II	Dixie Hollins High Head Plant Operator IV	01/11/16
Karcher, Barbara A	Garrison-Jones Elementary Family and Community Liaison PT	Human Resources Clerk Specialist I	01/20/16
Packard, Lisa M	Career, Technical, and Adult Education Postsecondary Clerk Specialist II	Human Resources Human Resources Representative	01/04/16
Plante Jr, Timothy K	Transportation Bus Driver	Technology Information Systems Technology Technician	01/04/16
Simpson, Elizabeth L	St Petersburg High School Office Clerk II	Human Resources Clerk Specialist I	01/20/16
Weise, Carolyn A	Dunedin Elementary Child Development Associate	Kings Highway Elementary Magnet School ESE Associate	01/04/16

JOB CHANGES

NAME	FROM	TO	EFFECTIVE
Atwater, Kathleen M	Secretary II	Clerk Specialist II	01/04/16
Berardelli, Michael R	Appliance/Refrigeration Technician	Appliance/Refrigeration Technician Journeyman	01/05/16

Attachment: Feb 9 2016 FINAL HR Board Agenda Sets A-B (5609 : Request Approval of Personnel Recommendations)

Recommendation of Superintendent on Support Personnel
February 9, 2016
2015/2016 School Year

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JOB CHANGES
(Continued)

NAME	FROM	TO	EFFECTIVE
Booker, Letitia M	Secretary/Bookkeeper Intern	Secretary/Bookkeeper	12/15/15
Bush, Michael T	Plant Operator	Plant Operations Specialis	01/04/16
Cronkite, Tracey A	Secretary/Bookkeeper Intern	Secretary/Bookkeeper	12/15/15
Crumbley, Kory T	ESE Associate	Paraprofessional	01/11/16
Hall, Dionte RR	Secretary/Bookkeeper Intern	Secretary/Bookkeeper	12/15/15
Lange, Connie L	Data Management Technician Intern	Data Management Technician	01/08/16
Mosley, Anthony M	Groundskeeper II PT	Groundskeeper II FT	01/19/16
Niknezhad, Michelle A	School Office Clerk II	Data Management Technician	12/15/15
Oliver, Denoca A	Plant Operator PT	Plant Operator FT	01/12/16
Pirie, Gina M	Plant Operations Specialist	Head Plant Operator I	12/14/15
Pridgen Michele	Clerical Assistant	Family and Community Liaison	01/19/16
Ramos, Alcides P	Plant Operator	Plant Operations Specialis	01/11/16
Robinson, Chiquita A	Plant Operator FT	Plant Operator PR	01/04/16
Robinson, Neil E	Maintenance Service Foremar	Manager Maintenance	01/04/16
Sharpe, Anja	Teacher Assistant	Clerk Typist I	01/11/16
Starling, Susan M	Secretary III Intern	Secretary III	12/15/15

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Recommendation of Superintendent on Support Personnel
February 9, 2016
2015/2016 School Year

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COST CENTER CHANGES

NAME	FROM	TO	EFFECTIVE
Adams, Diane M	Pre K Handicapped	Kings Highway Elementary Magnet School	12/15/15
Batcheller, Victoria C	Maintenance	Payroll	01/04/16
Batista Roca, Gidbert N	Belleair Elementary	Technology Information Systems	01/19/16
Dorsey, Ronida S	Gibbs High	Lakewood Elementary	01/04/16
O'Brien, Anne F	Dixie Hollins High	Osceola Fundamental High	01/04/16
Prosser, Wanda E	Risk Management and Insurance	Transportation	12/11/15

LEAVE OF ABSENCE

NAME	COST CENTER	EFFECTIVE
Billue, Christine R	Title I Center	11/07/15
Metcalf, Virginia L	Azalea Elementary	01/04/16

RETURN FROM LEAVE OF ABSENCE

NAME	COST CENTER	POSITION	EFFECTIVE
Burcham, Cathlene M	Career Academies of Seminole	Data Management Technician	01/19/16
Dacic, Zoran	Seventy-Fourth Street Elementary	Head Plant Operator II	12/28/15

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Recommendation of Superintendent on Support Personnel
February 9, 2016
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RETURN FROM LEAVE OF ABSENCE
(Continued)

NAME	COST CENTER	POSITION	EFFECTIVE
Damann, Keith E	Maintenance	Appliance/Refrigeration Technician Journeyman	01/06/16
Weise, Carolyn	Kings Highway Elementary	ESE Associate	01/04/16

TERMINATIONS

NAME	COST CENTER	EFFECTIVE
<u>Job Abandonment</u>		
Farina, Robert J	Fuguitt Elementary	02/09/16
<u>Resignations</u>		
Brauer, Jason	Countryside High	01/01/16
Brittain, Andrew T	Dunedin High	01/22/16
Cooley, Jenna M	Fairmount Park Elementary	01/12/16
Crews, Marsha J	Fitzgerald Middle	02/02/16
DeJesus Vargas, Madeline	Largo High	01/04/16
Delima, Alexandre M	Transportation	01/05/16
Figuroa Paunetto, Astrid M	Gibbs High	01/15/16
Fischetti, Karen L	Forest Lakes Elementary	01/08/16
Gallo, Christine C	School Health Services	01/04/16
Gibes, Jami C	Seventy-Fourth Street Elementary	12/18/15

Attachment: Feb 9 2016 FINAL HR Board Agenda Sets A-B (5609 : Request Approval of Personnel Recommendations)

Recommendation of Superintendent on Support Personnel
February 9, 2016
2015/2016 School Year

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TERMINATIONS
(Continued)

NAME	COST CENTER	EFFECTIVE
<u>Resignations</u>		
(Continued)		
Gryn, Anita A	Curlew Creek Elementary	01/04/16
Heaton, Joseph A	Vehicle Maintenance	01/15/16
James, Natalya D	Fairmount Park Elementary	01/07/16
Lapicciarella, Amy D	Tyrone Middle	01/13/16
McQueary, Deana L	Azalea Middle	01/15/16
Mitchell, Jermaine C	Title I Center	01/12/16
Murray, Susan A	Seminole Middle	01/14/16
Olmstead, Kristina L	Sawgrass Lake Elementary	01/04/16
Pabon, Diana A	Brooker Creek Elementary	01/08/16
Parker, Brandon A	Tarpon Springs Elementary	01/15/16
Rivera, Harold L	Madeira Beach Fundamental K-8	12/18/15
Roberts, Rose M	Lealman Innovation Academy	01/04/16
Rogers, Terri L	Shore Acres Elementary	01/15/16
Shane, Julie A	Curlew Creek Elementary	01/04/16
Silvernail Jr, Joe K	Maintenance	01/04/16

Attachment: Feb 9 2016 FINAL HR Board Agenda Sets A-B (5609 : Request Approval of Personnel Recommendations)

Recommendation of Superintendent on Support Personnel
February 9, 2016
2015/2016 School Year

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TERMINATIONS
(Continued)

NAME	COST CENTER	EFFECTIVE
<u>Resignations</u>		
(Continued)		
Stellwag, Stephanie N	Pinellas Park Middle	01/08/16
Tepetate Gonzalez, Aleida	Skycrest Elementary	12/18/15
<u>Retirements</u>		
Bates, Beth A	Food Services	01/22/16
Deegan, William E	Transportation	01/05/16
Fournier, Paul R	Transportation	01/22/16
Gross, Carolyn L	Pinellas Park High	12/31/15
Hajdarasic, Mergima	Dunedin High	01/21/16
Livesey, Bonnie L	Nina Harris ESE Center	12/31/15
Lyon-Buttita, Rhonda E	Transportation	01/22/16
Pandelos, Denise M	Safety Harbor Elementary	12/19/15
Wilkes, Claralee	Transportation	01/14/16

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

Attachment: Feb 9 2016 FINAL HR Board Agenda Sets A-B (5609 : Request Approval of Personnel Recommendations)

ADOPTED

REQUEST FOR APPROVAL (ID # 5604)

February 9, 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, Lake St. George Elementary School

BACKGROUND:

The Assistant Principal, Lake St. George Elementary School position is available due to the change in assignment of Teri R. Statton effective January 13, 2015. This position was advertised for one week and twenty-four applicants applied for the position. Superintendent's staff interviewed three applicants on January 28, 2016.

STRATEGIC DIRECTION: Effective and Efficient Use of Resources

RECOMMENDATION:

Recommend the School Board approve the appointment of **Stephanie N. Whitaker**, Assistant Principal, Sexton Elementary School to Assistant Principal, Lake St. George Elementary School effective February 10, 2016. Salary and benefits shall be paid consistent with the district's compensation schedule for administrators.

RATIONALE:

Stephanie Whitaker began her career in Pinellas County Schools in 1997. She has served as a Physical Education Assistant (2005-2006); a Substitute Teacher (2006); a Classroom Teacher (2007-2012) at Dunedin Elementary School; an Instructional Staff Developer (2012-2013); and currently serves as an Assistant Principal, Sexton Elementary School (2013 to present).

Ms. Whitaker earned a bachelor's degree in global and International Studies/Spanish from the State University of New York at Oswego and master's degrees in Elementary Education/ESOL and Educational Leadership from the University of South Florida.

DATA SOURCE:

Ward Kennedy, Area Superintendent, Area 1
 Monika S Wolcott, Principal, Lake St. George Elementary School

SUBMITTED BY:

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

ADOPTED

REQUEST FOR APPROVAL (ID # 5605)

February 9, 2016

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval to Modify the Voluntary Retirement Plan Effective January 1, 2016

BACKGROUND:

Pinellas County Schools provides voluntary 403(b), Roth 403(b) and 457 retirement programs to employees. This enables employees to save for retirement by placing pre-tax contributions in a variety of annuities and mutual funds. 403(b) and 457 plans are regulated by the Internal Revenue Service and employers are responsible for compliance with IRS regulations.

In 2008, the Internal Revenue Service issued new regulations governing the administration of voluntary 403(b) retirement plans that were to be effective January 1, 2009. These guidelines required that the board approve a new plan document. In 2007, the Florida Education Association, the Florida Association of School Administrators, the Florida Associations of District School Superintendents and the Florida School Board Association, created a not-for-profit corporation, the Independent Benefits Council (IBC). The IBC was formed to develop a 403(b) plan to comply with these new guidelines, eliminate the inequity in fees and ensure that employees have access to high-quality retirement investment products at reduced costs. The "Model Plan" was developed and approved in July 2008.

On December 9, 2008, the Board approved our new voluntary retirement plan guidelines and adopted the Model Plan along with modifications that maintained some existing plans. Since that time we have only added or deleted plans based upon changes to the "Model Plan".

In October 2015, TSA Consulting Group, the Board's Retirement Plan Consultant, was asked to conduct a review of our program, utilizing the data they used in conducting reviews for other Florida School Districts. Their analysis and recommendations were presented to a committee comprised of Ted Pafundi, April Paul, and Kim Williams (Risk Management); Dave Richmond (Payroll); Andy Jacobsen (Cash Management); Beth Premo (PCTA/PESPA); and Sonya Roundtree, Talmadge Andrews, and Joseph Brenner (SEIU).

Based upon TSA Consulting's recommendations and the interviews/discussions held with some of our current providers, the committee recommends the following program modifications:

1. Security Benefit, PlanMember, and Waddell & Reed have been identified as providers with very few new participants and little overall participation. We recommend these providers be placed in a probationary status for one year. If they fail to meet the new participation requirements, they would be removed from the active list and closed to new enrollees. Employees currently enrolled in these products may continue their contributions.

2. One Agent of Record will be appointed for both Voya products. This will allow for better management of their program.
3. Horace Mann be added as a new provider based upon their program offering, customer service, and current relationship with PCS.
4. All agents will be required to sign a Memorandum of Understanding summarizing the terms of their relationship to the Board.
5. All sales representatives will be required to sign a Solicitation Agreement summarizing their responsibilities in marketing their products to PCS staff.

Voluntary Retirement Program Administrative Procedures will be revised to incorporate the recommendations made by TSA Consulting and the Review Committee.

STRATEGIC DIRECTION: Effective & Efficient Use of Resources

ALTERNATIVES:

1. Approve the modifications recommended by the Voluntary Retirement Program Review Committee.
2. Do not approve the modifications recommended by the Voluntary Retirement Program Review Committee.

RECOMMENDATION:

Alternative No. 1 is recommended.

RATIONALE:

The Voluntary Retirement Program is a valuable benefit to employees as it allows them to fund for their retirement on a tax-deferred basis. Quality of products, performance, fees, and service are the key factors for employees when selecting an investment provider. The recommended changes are based upon these factors and will enhance the voluntary retirement choices offered to employees.

FINANCIAL IMPACT:

There is no direct cost to the board. This is a voluntary benefit paid for by employees.

DATA SOURCES:

William Corbett, Ed.D., Deputy Superintendent
 David Koperski, School Board Attorney
 Kevin Smith, Associate Superintendent, Finance and Business Services
 Ted J. Pafundi, Director, Risk Management and Insurance
 April Paul, Managing Officer, Employee Benefits, Health, and Workers Compensation
 TSA Consulting

SUBMITTED BY:

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

ADOPTED

REQUEST FOR APPROVAL (ID # 5615)

February 9, 2016

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval of the School Resource Officer Agreements with the Sheriff of Pinellas County, City of St. Petersburg, City of Clearwater, City of Gulfport and the City of Pinellas Park for the 2015-2016 Year

BACKGROUND:

The contracts entered into with the Sheriff of Pinellas County, the City of St. Petersburg, the City of Clearwater, the City of Gulfport and the City of Pinellas Park for school resource officers expired at the end of the fiscal year (June 30, 2015). The parties have agreed to renew the contracts on substantially the same terms as last year except a 4% increase consistent with the average raise provided to employees. The amount paid for each officer under these agreements is \$54,858.96 except that the Sheriff of Pinellas County provides two additional officers for \$52,447.20 and the City of Gulfport will provide an additional officer for \$26,223.60. The total amount paid for school resource officers during the 2015-2016 contract year for these five agencies is \$1,614,721.68. The following is a summary of the officers provided by each agency:

The Sheriff of Pinellas County will provide a total of fifteen deputies. One deputy will be assigned to each of the following seven high schools: Dixie Hollins, Dunedin, East Lake, Osceola, Palm Harbor University, Seminole and Bayside and two additional deputies shall be assigned to whichever high school needs more than one deputy. One deputy will be assigned to each of the following four middle schools: Dunedin Highland, Pinellas Park, Seminole, Osceola, East Lake and Carwise. The City of St. Petersburg will assign one regularly employed officer to the following nine schools: St. Petersburg High, Gibbs High, Northeast High, Lakewood High, Azalea Middle, Bay Point Middle, Tyrone Middle, Meadowlawn Middle and John Hopkins Middle. The City of Clearwater will assign one officer at each of the following schools: Clearwater High School, Countryside High School and Oak Grove Middle School. The City of Gulfport will assign one officer to serve at Boca Ciega High School and an additional officer to serve as deemed appropriate. The City of Pinellas Park shall assign a total of two regularly employed officers with one to serve at Pinellas Park High School and one to serve at Morgan Fitzgerald Middle School.

The effective date of each of the Agreements is July 1, 2015, with a termination date of June 30, 2016.

The School Board also contracts with the Cities of Largo and Tarpon Springs for school resource services and anticipates those contracts being submitted for approval shortly.

STRATEGIC DIRECTION: Learning in a Safe Environment

ALTERNATIVES:

1. Approve the School Resource Officer Agreements.
2. Do not approve the School Resource Officer Agreements.

RECOMMENDATION:

Alternative No. 1 is recommended.

RATIONALE:

The Pinellas County School Board contracts with the cities and county to provide School Resource Officers to serve at the middle and high schools within their respective jurisdictional limits in order to assure adequate safety and security within the schools.

FINANCIAL IMPACT:

The total cost to the school district under the five School Resource Officer Agreements is \$1,614,721.68 for the 2015-2016 year. Which is funded from the Safe Schools Allocation.

DATA SOURCES:

David Koperski, School Board Attorney
Laurie Dart, Staff Attorney
Chief Richard Stelljes, Schools Police

SUBMITTED BY:

Clint Herbic, Associate Superintendent Operations Services

ATTACHMENTS:

- Sheriff SRD Agreement (PDF)
- St. Petersburg SRO Agreement (PDF)
- Clearwater SRO Agreement (PDF)
- Gulfport SRO Agreement(PDF)
- Pinellas Park SRO Agreement (PDF)

SCHOOL RESOURCE DEPUTY AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2015, between the **SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA** (referred to herein as the "**Board**"), and **THE SHERIFF OF PINELLAS COUNTY**, (referred to herein as the "**Sheriff**"), is for the services to be provided by the Sheriff of Pinellas County for the School Resource Deputy Program ("**SRD Program**").

WITNESSETH:

WHEREAS, the parties hereto value the collaboration and cooperation fostered by the SRD Program and believe that all of society benefits when the safety of children is improved, where the threat of crime and disorder is reduced, the learning environment is improved, and the true mission of teachers becomes more achievable; and

WHEREAS, the SRD Program provides an opportunity for students and law enforcement officers to have positive interaction with one another which enhances law enforcement officers' service to the community, and

WHEREAS, the Board and The Sheriff of Pinellas County intend to provide law enforcement and related services to the public schools of Pinellas County as hereafter described, and

WHEREAS, the Board and the Sheriff will mutually benefit from the SRD Program;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

ARTICLE I. The Obligations of Sheriff and the SRDs are as follows:

A. Provision of School Resource Deputies. The Sheriff shall assign one SRD to serve in each of the schools indicated below. Two (2) additional SRDs shall serve and will be assigned to whichever high schools need more than one SRD as mutually determined by the SHERIFF and the designated School Board staff, which will provide for a total of 15 SRDs.

<u>High Schools</u>		<u>Middle Schools</u>	
1. Dixie Hollins High	1	8. Dunedin Highland Middle School	1
2. Dunedin High	1	9. Pinellas Park Middle School	1
3. East Lake High	1	10. Seminole Middle School	1
4. Osceola High	1	11. Osceola Middle School	1
5. Palm Harbor U	1	12. East Lake Middle School	1
6. Seminole High	1	13. Carwise Middle School	1
7. Bayside High	1		

Attachment: Sheriff SRD Agreement (5615 : Request Approval of the School Resource Officers Agreements)

B. Designation and Selection of School Resource Officers. SRDs have a dual role at the schools in which they serve. They serve as law enforcement officers and as “school officials” who may have a legitimate educational interest in information contained in the education records within the meaning of 20 U.S.C. §1232g and F.S. §1002.221.

The Sheriff, or his designee, in consultation with the Principal of the school to which the SRD will be assigned shall select the SRD on the basis of the following criteria:

1. The SRD must have the ability to deal effectively with students. The ages, socioeconomic, and cultural composition of the students of the particular school should be considered in making this evaluation.
2. The SRD must have the ability to present a positive image and symbol of the entire law enforcement agency. A goal of the SRD Program is to foster a positive image of law enforcement officers among young people. Therefore, the personality, grooming, and communication skills of the SRD should be of such nature so that a positive image of the law enforcement agency is reflected. The SRD should sincerely want to work with the staff and students at the particular school to which he or she is assigned.
3. The SRD must have the ability to provide good quality educational services in the area of law enforcement. The education, background, experience, interest level and communication skills of the SRD must be of high caliber so that the SRD can effectively and accurately provide resource teaching services. The SRD will spend as much time as practical in classroom instruction, dependent upon time constraints and workload. The SRD and the Principal will formulate an acceptable plan consistent with the circumstances and the needs of the school.
4. The SRD must have the desire and ability to work cooperatively with the Principal and his administrative staff.
5. The SRD must be a state certified Law Enforcement Officer.

C. Regular Duty Hours/Absences of the School Resource Deputies.

1. The SRD will be assigned to his/her school on a full-time basis of eight (8) hours on those days and during those hours that school is in session. The SRD's specific duty hours shall be determined by the SRD supervisor in consultation with the principal, to reflect the needs of the individual school. In each case the agency shall ensure that SRDs are present during regular school hours, and those routine duties that require an absence from campus should be accomplished either prior to or after regular school hours. The SRD may be temporarily reassigned only during the period of a law enforcement emergency as such may be determined to exist by the Sheriff.
2. If it is necessary for the assigned SRD to be absent from school for less than a full day, the SRD will notify the Principal and provide instructions on how emergency police service may be obtained in his/her absence. If it is necessary for the assigned SRD to be absent from school for a full day or more, the Sheriff shall supply a substitute SRD. For any day there is

not a deputy at school for a full day, a credit shall be given to the school system absent exigent circumstances. The credit shall amount to the daily rate of the Board's contribution.

D. Duties of School Resource Deputies. While on duty, the SRD shall perform the following duties:

1. Speak to classes on the law, including search and seizure, criminal law, motor vehicle law, and other topics when assigned to speak by the Principal.
2. Act as a resource person in the area of law enforcement education at the request of the Principal.
3. Conduct criminal investigations of violations of law on School Board property. The Pinellas County Sheriff's Office and the District agree that acts of misconduct that fall solely under the school's code of conduct shall be the responsibility of school officials and matters involving possible violations of criminal law shall be the responsibility of the School Resource Deputy to investigate using all resources available to him. The District encourages schools to use alternatives to expulsion or referral to law enforcement agencies unless the use of such alternatives will pose a threat to school safety. Individual SRD's are encouraged to exercise discretion and to divert student offenders to school based discipline or community based diversion where appropriate and authorized by department policy and applicable law.
4. Provide school-based security and maintain the peace on School Board property, to include in assisting with the development, implementation and evaluation of security programs/crisis plans in their assigned school when requested.
5. Make arrests and referrals of criminal law violators.
6. Appear at State Attorney investigations, depositions, trials and sentencing.
7. Provide transportation to the Pinellas County Juvenile Assessment Center (PJAC), Juvenile Addiction Receiving Facility (JARF), and County Jail.
8. Coordinate Emergency Medical Service (EMS) at the request of the Principal, or his/her designee.
9. Receive and dispatch complaints via telephone, walk-in and radios.
10. Develop, implement, and evaluate security programs in the school assigned.
11. Coordinate with school administrators, faculty and staff, law enforcement agencies, and courts to provide school-based security to maintain the peace and promote order on the school campuses.

12. Cooperate with Pinellas County Schools Police in connection with the creation and maintenance of all records, including security and surveillance camera recordings, whether recorded by video tape, digital or other medium, and whether recorded at a school site or school bus, witness or suspect statements, interviews or other documents made in connection with the law enforcement duties set forth in this Agreement. Such records shall constitute "law enforcement records" within the meaning of 34 CFR § 99.8(b) (1)(i)-(iii). When such records are made available to school administration for disciplinary or other legitimate educational purposes they shall also constitute confidential student records subject to the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g; 34 CFR Part 99, and §§1002.22, 1002.221, F.S. The SRO shall comply with all laws and policies applicable to such records in both their law enforcement and student record capacities.

13. Maintain a file on property reported lost and/or stolen at the SRD's school.

14. Provide counseling or referrals to students as needed.

15. Secure, handle and preserve evidence.

16. Recover School Board property through working with other police agencies.

17. Make referrals to social agencies.

18. Relay messages in emergency situations (such as, tornadoes, hurricanes, etc.)

19. Provide special truancy investigations and prepare for prosecution.

20. Coordinate investigation of bus stop incidents.

21. Wear the official law enforcement uniform which shall be provided at the expense of the law enforcement agency; however, civilian attire may be worn on such occasions as may be mutually agreed upon by the Principal and the SRD supervisor.

22. Perform such other duties as mutually agreed upon by the Principal and the SRD, so long as the performance of such duties are legitimately and reasonably related to the SRD Program as described in this Agreement, and so long as the duties are consistent with State and Federal law and the policies and procedures of the Sheriff.

23. Follow and conform to the School Board Policy Manual, which is available at each school site and F.S. §1006.12, that does not conflict with the policies and procedures of the Sheriff. The parties to this agreement shall abide by all Federal and State Civil Rights legislation including the Civil Rights Act of 1964 and its subsequent amendments.

24. Provide a Monthly Activities Report or such other report regarding his/her activities, as may be required by the Superintendent or designee. A copy of the report shall be provided to the Principal on a monthly basis.

25. SRDs are recognized as an active part of the school's administrative team. Their duties as a team member reflect their agency's directions and lend their expertise to the review of activities, duty assignments, scheduling and identification of potential problems.

26. The Sheriff will provide an opportunity for Principals to provide input on the SRD's performance.

E. Support Services to be Provided by Sheriff. The Sheriff shall supply the following support services for SRDs:

1. Maintain and file Uniform Crime Reporting (UCR) records according to law.
2. Maintain a dispatch log, consistent with accepted law enforcement management practices.
3. Provide copies of all reports taken by the School Resource Officer to the Pinellas County Schools Police, upon request, as the law allows.
4. Provide each SRD with a patrol automobile and all other necessary or appropriate police equipment. The cost of purchasing, maintaining, and repairing police equipment provided under this agreement shall be borne by the Sheriff.
5. Maintain copies of reports generated by deputies in compliance with State and Federal laws.
6. Maintain fingerprints and photographs of arrestees in compliance with State and Federal laws.

ARTICLE II. Relationship of SRDs to Board and Sheriff

The SRD shall be an employee of the Sheriff and not an employee of the Board. The Sheriff shall be responsible for the hiring, training, discipline, and dismissal of its personnel. Board employees shall report allegations of improper conduct to the SRD's immediate supervisor or to the Sheriff's Office Administrative Investigation Division. Board employees shall not conduct an internal investigation of alleged improper conduct on the part of the SRD.

ARTICLE III. Charges for SRD Services.

In consideration of the services provided herein, the Board shall pay to the Sheriff of Pinellas County the sum of \$54,858.96 (Fifty Four Thousand Eight Hundred Fifty Eight Dollars and Ninety Six Cents) for each of the 13 (thirteen) positions identified in Article I A herein (7 high schools, 6 middle schools).

In addition, the Board will contribute \$52,447.20 (Fifty Two Thousand Four Hundred Forty Seven Dollars and Twenty Cents) to be paid toward the services of 2 (two) additional SRDs who will be used to provide additional service in the seven high schools. This sum (\$52,447.20), represents the approximate cost to the Board to employ two additional campus monitors which the Board will forego and instead contribute the sum toward the services of the two additional SRDs.

The total sum payable under this Agreement is \$765,613.68 (Seven Hundred Sixty Five Thousand Six Hundred Thirteen Dollars and Sixty Eight Cents). This amount shall be paid monthly in twelve payments beginning July 1, 2015, in the amount of \$63,801.14 (Sixty Three Thousand Eight Hundred One Dollars and Fourteen Cents).

To the extent that security services are provided by the Sheriff at school functions occurring after regular school hours, the Sheriff shall be paid in accordance with the Sheriff of Pinellas County salary policy and procedures. The school at which such services are provided, shall be billed for such services within thirty (30) days from the date of service, and any services provided during May shall be submitted no later than the 15th of June.

ARTICLE IV. Problem Resolution.

The parties, their agents and employees will cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent of the Board and the Sheriff, or their designees.

ARTICLE V. Amendments.

Changes in the terms of this Agreement may be accomplished only by formal amendment in writing approved by the Sheriff and the Board.

ARTICLE VI. Transfer of SRDs.

Both the School Board and Sheriff desire to avoid the transfer of an SRD at the request of a Principal. Therefore, except in egregious circumstances when the SRD's behavior warrants immediate removal, the following procedures must be followed:

- A. Principals should engage in good personnel management practices to include discussing any issues or concerns with the SRD first, followed by consultation with the SRD's supervisor if necessary.
- B. If, after sufficient time has been given for the SRD to modify his/her performance, and concerns still exist, then the Principal will recommend to the Area Superintendent that the SRD be transferred from the school, stating the reasons for the recommendation in writing.
- C. Within a reasonable period of time after receiving the recommendation to remove an SRD, the Area Superintendent, or designee, will confer with the Sheriff, or designee, to

attempt to resolve any problem that may exist between the SRD and the staff at his/her assigned school.

1. With the agreement of the Superintendent and the Sheriff, or their designees, the SRD, or specified members of the staff from the school, may be required to be present at that meeting.

2. If, within a reasonable amount of time, the problem cannot be resolved in the opinion of both the Superintendent and Sheriff, or their designees, the SRD will be transferred from the school and a replacement will be selected in the manner previously provided for in this Agreement.

This Article does not provide the SRD any rights separate and apart from those found in Sheriffs collective bargaining agreement with its union. Only the Sheriff himself, and not individual SRDs, can seek enforcement of the provisions of this Agreement. Nothing herein shall preclude the Sheriff from unilaterally transferring the SRD at his sole discretion.

ARTICLE VII. Term of Agreement.

The term of this Agreement shall be for one year beginning July 1, 2015, and ending on June 30, 2016. Notwithstanding the expiration of the term of this Agreement on June 30, 2016, and provided that the Agreement has not been terminated as provided in Article IX herein, the Superintendent or designee may provide notice of his intention to continue the services of the Sheriff, as provided for herein, and the terms of this Agreement shall automatically continue until a replacement contract has been fully negotiated, executed and approved. The Board shall continue to pay to the Sheriff on a monthly basis the amount due under this Agreement, until such time as a replacement contract has been approved. The parties further agree that an increase, if any, shall be retroactively applied for services rendered after June 30, 2016 when the replacement contract has been negotiated, executed and approved.

ARTICLE VIII. Materials and Facilities Supplied by Board.

The Board shall provide the SRD, in each school to which an SRD is assigned, the following materials and facilities necessary to the performance of duties by the SRD:

A. Access to a private office which is air conditioned and properly lighted, with a telephone, to be used for general business purposes. Whenever practicable, the SRD will be provided with a private office. Upon request, SRDs will be provided free access to the Board's computer network to the extent that it is economically practicable. Sheriff will provide the computer hardware to be utilized by the SRD, although each individual school may provide such hardware in its sole discretion. If access is provided, existing school security procedures must be followed, to include secure network access for both the computer and user. Network use must conform to School Board Policy 7540.04, Use of Electronic Resources.

B. A location for files and records which can be properly locked and secured.

C. A desk with drawers, a chair, work table, filing cabinet, and office supplies (e.g. paper, pencil, pens, etc.).

D. Access to administrative assistance.

E. The SRD will be issued keys for complete access on the campus to which he/she is assigned in accordance with the school safety plan. In the event these keys are lost, misplaced, or stolen through negligence, the cost of any re-keying of the facility shall be borne equally by the law enforcement agency and the Board.

ARTICLE IX. Termination.

This Agreement may be terminated by either party for cause upon seven (7) days written notice that the other party failed substantially to perform in accordance with the terms and conditions of this Agreement through no fault of the party initiating termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice.

ARTICLE X. Defense of Legal Actions.

A. Subject to the limitations contained in F.S. §111.07, the Sheriff shall defend any lawsuit filed against the Sheriff or the SRD which arises out of services performed by the Sheriff. The Sheriff's procedures shall be followed in handling such suits. The Sheriff shall pay any judgment rendered against it according to law. Nothing contained herein shall be construed to waive the provisions of F.S. § 768.28 as the same applies to both the Sheriff and the Board.

B. The Board shall defend any lawsuit filed against the Board which arises out of services performed by the Board. Board procedures shall be followed in handling such suits. The Board shall pay any judgment rendered against it according to law. Nothing contained herein shall be construed to waive the provisions of F.S. § 768.28 as the same applies to both the Board and the Sheriff.

ARTICLE XI. Miscellaneous.

A. Assignment. This Agreement may not be assigned without the written consent of the Sheriff and the Board.

B. Severability. Should any section or part of any section of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or any part of any section of this contract.

C. Notification. All notices, requests, demands, or other communications hereunder shall be in writing and shall be deemed to have been served as of the delivery date appearing upon the return receipt if sent by certified mail, postage prepaid with return receipt requested, at the address listed below, or upon the actual date of delivery, if hand delivered to the address

below. Either party may change the below-listed address at which it receives written notices by so notifying the other party hereto in writing.

Pinellas County Sheriff to:
Bob Gualtieri, Sheriff
10750 Ulmerton Rd
Largo, FL 33778

Copy to:
General Counsel, Pinellas County Sheriff
10750 Ulmerton Rd
Largo, FL 33778

Board to:
Chief of Police
Pinellas County Schools Police
11111 S. Belcher Rd.
Largo, FL 33773

Copy to:
Office of General Counsel
Pinellas County School Board
301 4th St. SW
Largo, FL 33770

D. Waiver. No act or omission or commission of either party, including without limitation, any failure to exercise any right, remedy, or recourse, shall be deemed to be a waiver, release, or modification of the same. Such a waiver, release, or modification is to be effected only through a written modification to this Agreement.

E. Governing Law and Venue. This Agreement is to be construed in accordance with the laws of the State of Florida. Venue for any cause of action or claim asserted by either party hereto brought in state courts shall be in Pinellas County, Florida. Venue for any action brought in Federal court shall be in the Middle District of Florida.

F. Headings. The paragraph headings are inserted herein for convenience and reference only, and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof.

G. Due Authority. Each party to this Amendment represents and warrants to the other party that (i) they are duly organized, qualified and existing entities under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the persons executing this Amendment to so execute the same and fully bind the parties on whose behalf they are executing.

THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

By: _____

Attest: _____

Print: _____

Print: _____

Chairman

Ex-Officio Secretary

Attachment: Sheriff SRD Agreement (5615 : Request Approval of the School Resource Officers Agreements)

SHERIFF OF PINELLAS COUNTY, FLORIDA

By: [Signature]

Print: Bob Gualtieri
Sheriff

Approved as to form and correctness:

Approved as to content and correctness:

Sign: [Signature]

Print: David Kharas
School Board Attorney
Pinellas County Schools

Print: _____
Sheriff's Attorney

Attachment: Sheriff SRD Agreement (5615 : Request Approval of the School Resource Officers Agreements)

SCHOOL RESOURCE OFFICER AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2015, between the SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA (referred to herein as the "Board"), and THE CITY OF ST. PETERSBURG, (referred to herein as "City"), is for the services to be provided by the St. Petersburg P.D. for the School Resource Officer Program (referred as "SRO Program").

WITNESSETH:

WHEREAS, the parties hereto value the collaboration and cooperation fostered by the SRO Program and believe that all of society benefits when the safety of children is improved, where the threat of crime and disorder is reduced, the learning environment is improved, and the true mission of teachers becomes more achievable, and

WHEREAS, the SRO Program provides an opportunity for students and law enforcement officers to have positive interaction with one another which enhances law enforcement officers' service to the community, and

WHEREAS, the Board and the City intend to provide law enforcement and related services to the public schools of Pinellas County as hereafter described, and

WHEREAS, the Board and the City will mutually benefit from the SRO Program.;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I. The Obligations of the City are as follows:

A. Provision of School Resource Officers (SROs). The St. Petersburg P.D. shall assign one regularly employed officer to the following nine (9) schools:

- | <u>High Schools</u> | <u>Middle Schools</u> |
|------------------------|-------------------------------|
| 1. St. Petersburg High | 5. Azalea Middle School |
| 2. Gibbs High | 6. Bay Point Middle School |
| 3. Northeast High | 7. Tyrone Middle School |
| 4. Lakewood High | 8. Meadowlawn Middle School |
| | 9. John Hopkins Middle School |

B. Designation and Selection of School Resource Officers. SROs have a dual role at the schools in which they serve. They serve as law enforcement officers and as "school officials" who may have a legitimate educational interest in information contained in the education records within the meaning of 20 U.S.C. §1232g and F.S. §1002.221.

The Chief of St. Petersburg P.D., or his designee, in consultation with the Principal of the school to which the SRO will be assigned shall select the SRO on the basis of the following criteria.

Attachment: St. Petersburg SRO Agreement (5615 : Request Approval of the School Resource Officers Agreements)

1. The SRO must have the ability to deal effectively with students. The ages, socioeconomic, and cultural composition of the students of the particular school should be considered in making this evaluation.

2. The SRO must have the ability to present a positive image and symbol of the entire police agency. A goal of the SRO Program is to foster a positive image of police officers among young people. Therefore, the personality, grooming, and communication skills of the SRO should be of such nature so that a positive image of the police agency is reflected. The SRO should sincerely want to work with the staff and students at the particular school to which he or she is assigned.

3. The SRO must have the ability to provide good quality educational services in the area of law enforcement. The education, background, experience, interest level and communication skills of the SRO must be of high caliber so that the SRO can effectively and accurately provide resource teaching services. The SRO will spend as much time as practical in classroom instruction, dependent upon time constraints and workload. The SRO and the principal will formulate an acceptable plan consistent with the circumstances and the needs of the school.

4. The SRO must have the desire and ability to work cooperatively with the Principal and his administrative staff.

5. The SRO must be a state certified Law Enforcement Officer.

C. Regular Duty Hours/Absences of the School Resource Officers.

1. The SRO will be assigned to his/her school on a full-time basis of eight (8) hours on those days and during those hours that school is in session. The SRO's specific duty hours shall be determined by the SRO supervisor in consultation with the principal, to reflect the needs of the individual school. In each case the agency shall ensure that SROs are present during regular school hours, and those routine duties that require an absence from campus should be accomplished either prior to or after regular school hours. The SRO may be temporarily reassigned only during the period of a law enforcement emergency as such may be determined to exist, by the Chief of St. Petersburg P.D.

2. If it is necessary for the assigned SRO to be absent from school for less than a full day, the SRO will notify the principal and provide instructions on how emergency police service may be obtained in his/her absence. If it is necessary for the assigned SRO to be absent from school for a full day or more, then the St. Petersburg P.D. shall supply a substitute SRO. For any day there is not an officer at school for a full day, a credit shall be given to the school system absent exigent circumstances. The credit shall amount to the daily rate of the Board's contribution.

D. Duties of School Resource Officers. While on duty, the SRO shall perform the following duties:

1. Speak to classes on the law, including search and seizure, criminal law, motor vehicle law, and other topics when assigned to speak by the principal.

2. Act as a resource person in the area of law enforcement education at the request of the Principal.

3. Conduct criminal investigations of violations of law on School Board property. The St. Petersburg P D. and the Board agree that petty acts of misconduct and misdemeanors, including, but not limited to, minor fights or disturbances, should ordinarily not be referred to law enforcement for prosecution and should not ordinarily result in a student arrest. The Board encourages schools to use alternatives to expulsion or referral to law enforcement agencies unless the use of such alternatives will pose a threat to school safety. Individual SRO's are encouraged to exercise discretion and to divert student offenders to school based discipline or community based diversion where appropriate and authorized by department policy and applicable law.

4. Provide school-based security and maintain the peace on School Board property, to include in assisting with the development, implementation and evaluation of security programs/crisis plans in their assigned school when requested.

5. Make arrests and referrals of criminal law violators.

6. Appear at State Attorney investigations, depositions, trials and sentencing.

7. Provide transportation to the Pinellas County Juvenile Assessment Center (PJAC), Juvenile Addiction Receiving Facility (JARF), and County Jail.

8. Coordinate Emergency Medical Service (EMS) at the request of the Principal, or his/her designee.

9. Receive and dispatch complaints via telephone, walk-in and radios.

10. Develop, implement, and evaluate security programs in the school assigned.

11. Coordinate with school administrators, faculty and staff, law enforcement agencies, and courts to provide school-based security to maintain the peace and promote order on the school campuses.

12. Cooperate with Pinellas County Schools Police in connection with the creation and maintenance of all records, including security and surveillance camera recordings, whether recorded by video tape, digital or other medium, and whether recorded at a school site or school bus, witness or suspect statements, interviews or other documents made in connection with the law enforcement duties set forth in this Agreement. Such records shall constitute "law enforcement records" within the meaning of 34 CFR § 99.8(b) (i)(i)-(iii). When such records are made available to school administration for disciplinary or other legitimate educational purposes they shall also constitute confidential student records subject to the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g; 34 CFR Part 99, and §§1002.22, 1002.221, F.S. The SRO shall comply with all laws and policies applicable to such records in both their law enforcement and student record capacities.

13. Maintain a file on property reported lost and/or stolen at the SRO's school.

14. Provide counseling or referrals to students as needed.

15. Secure, handle and preserve evidence.

16. Recover School Board property through working with other police agencies.
17. Make referrals to social agencies.
18. Relay messages in emergency situations (such as, tornadoes, hurricanes, etc.)
19. Provide special truancy investigations and prepare for prosecution.
20. Coordinate investigation of bus stop incidents.
21. Wear the official police uniform which shall be provided at the expense of the law enforcement agency; however, civilian attire may be worn on such occasions as may be mutually agreed upon by the principal and the SRO supervisor.
22. Perform such other duties as mutually agreed upon by the principal and the SRO, so long as the performance of such duties are legitimately and reasonably related to the SRO Program as described in this Agreement, and so long as the duties are consistent with State and Federal law and the policies and procedures of the City.
23. Follow and conform to the School Board Policy Manual, which is available at each school site and F.S. §1006.12, that does not conflict with the policies and procedures of the St. Petersburg P.D. The Parties to this Agreement shall abide by all Federal and State Civil Rights legislation including the Civil Rights Act of 1964 and its' subsequent amendments.
24. Provide a Monthly Activities Report or such other report regarding his/her activities, as may be required by the Superintendent or designee. A copy of the report shall be provided to the principal on a monthly basis.
25. SROs are recognized as an active part of the school's administrative team. Their duties as a team member reflect their agency's directions and lend their expertise to the review of activities, duty assignments, scheduling and identification of potential problems.
26. The St. Petersburg P.D. will provide an opportunity for Principals to provide input on the SRO's performance.

E. Support Services to be Provided by St. Petersburg P.D. The St. Petersburg P.D. shall supply the following support services for SROs:

1. Maintain and file Uniform Crime Reporting (UCR) records according to law.
2. Maintain a dispatch log, consistent with accepted law enforcement management practices.
3. Provide copies of all reports taken by the SRO to the Pinellas County Schools Police, upon request, as the law allows.
4. Provide each SRO with a patrol automobile and all other necessary or appropriate police equipment. The cost of purchasing, maintaining, and repairing police equipment provided under this Agreement shall be borne by the St. Petersburg P.D.

5. Maintain copies of reports generated by officers in compliance with State and Federal laws.
6. Maintain fingerprints and photographs of arrestees in compliance with State and Federal laws.

ARTICLE II. Relationship of SROs to Board and City

The SRO shall be an employee of the City and not an employee of the Board. The City shall be responsible for the hiring, training, discipline, and dismissal of its personnel. Board employees shall report allegations of improper conduct to the SRO's immediate supervisor or to the department's internal affairs section. Board employees shall not conduct an internal investigation of alleged improper conduct on the part of the SRO.

ARTICLE III. Charges for SRO Services.

In consideration of the services provided herein, the Board shall pay to the City, the sum of \$54,858.96 (Fifty Four Thousand Eight Hundred Fifty Eight Dollars and Ninety Six Cents) for each of the nine SRO's identified in Article I A. herein (4 high schools, 5 middle schools). The total amount payable hereunder is the sum of \$493,730.64 (Four Hundred Ninety Three Thousand Seven Hundred Thirty Dollars and Sixty Four Cents) for the 2015-2016 contractual term. Notwithstanding the foregoing and until a replacement contract has been executed between the parties as set forth in Article VII, the Board shall continue to pay the City \$41,144.22 on a monthly basis. Furthermore, the parties agree that any increase in the amount of the monthly sum shall be set forth in the replacement contract and be retroactively applied for services rendered after June 30, 2016 when the replacement contract has been approved by both parties.

To the extent that security services are provided by St. Petersburg P.D. at school functions occurring after regular school hours, the City shall be paid in accordance with the City salary policy and procedures. This may include but not be limited to additional hours due to the extended school day at Gibbs High School and Lakewood High School. The City shall invoice the School Board, within the first 10 days of each month after services are provided, in the previous month and any invoices for services provided during May shall be submitted no later than the 15th of June. The Board shall pay the City promptly provided such payment shall not exceed thirty (30) days from receipt of the City's invoice.

ARTICLE IV. Problem Resolution.

The Parties, their agents and employees will cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent of the Board and the City, or their designees.

ARTICLE V. Amendments.

Changes in the terms of this Agreement may be accomplished only by formal amendment in writing approved by the City and the Board.

ARTICLE VI. Transfer of SROs.

Both the Board and City desire to avoid the transfer of an SRO at the request of a principal. Therefore, except in egregious circumstances when the SRO's behavior warrants immediate removal, the following procedures must be followed:

A. Principals should engage in good personnel management practices to include discussing any issues or concerns with the SRO first, followed by consultation with the SRO's supervisor if necessary

B. If, after sufficient time has been given for the SRO to modify his/her performance, and concerns still exist, then the Principal will recommend to the Area Superintendent that the SRO be transferred from the school, stating the reasons for the recommendation in writing.

C. Within a reasonable period of time after receiving the recommendation to remove an SRO, the Area Superintendent, or designee, will confer with the Chief, or designee, to attempt to resolve any problem that may exist between the SRO and the staff at his/her assigned school.

1. With the agreement of the Superintendent and the Chief, or their designees, the SRO, or specified members of the staff from the school, may be required to be present at that meeting.

2. If, within a reasonable amount of time, the problem cannot be resolved in the opinion of both the Superintendent and Chief, or their designees, then the SRO will be transferred from the school and a replacement will be selected, as provided elsewhere in this Agreement.

This Article does not provide the SRO any rights separate and apart from those found in the City's collective bargaining agreement with its union. Only the City itself, and not individual SROs, can seek enforcement of the provisions of this Agreement. Nothing herein shall preclude the City from unilaterally transferring the SRO at its sole discretion.

ARTICLE VII. Term of Agreement.

The term of this Agreement shall be for one year beginning on July 1, 2015 through June 30, 2016. Notwithstanding the expiration of the term of this Agreement on June 30, 2016, and provided that the Agreement has not been terminated as provided in Article IX herein, the Superintendent or designee may provide notice of his intention to continue the services of the St. Petersburg P D as provided for herein, and the terms of this Agreement shall automatically continue until a replacement contract has been approved by both parties, or this Agreement has been terminated as provided in Article IX.

ARTICLE VIII. Materials and Facilities Supplied by Board.

The Board shall provide the SRO, in each school to which an SRO is assigned, the following materials and facilities necessary to the performance of duties by the SRO:

A. Access to a private office which is air conditioned and properly lighted, with a telephone, to be used for general business purposes. Whenever practicable, the SRO will be provided with a private office. Upon request, SROs will be provided free access to the Board's

computer network to the extent that it is economically practicable St Petersburg P.D. will provide the computer hardware to be utilized by the SRO, although each individual school may provide such hardware in its sole discretion. If access is provided, existing school security procedures must be followed, to include secure network access for both the computer and user. Network use must conform to school board policy 7540.04, Use of Electronic Resources.

- B. A location for files and records which can be properly locked and secured.
- C. A desk with drawers, a chair, work table, filing cabinet, and office supplies (e.g. paper, pencil, pens, etc.).
- D. Access to a typewriter and/or secretarial assistance.
- E. The SRO will be issued keys for complete access on the campus to which he/she is assigned in accordance with the school safety plan. In the event these keys are lost misplaced, or stolen through negligence, the cost of any re-keying of the facility shall be borne equally by the law enforcement agency and the Board.

ARTICLE IX. Termination.

This Agreement may be terminated by either party for cause upon seven (7) days written notice that the other party failed substantially to perform in accordance with the terms and conditions of this Agreement through no fault of the party initiating termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice.

ARTICLE X. Defense of Legal Actions.

A. Subject to the limitations contained in F.S. §111.07, the City shall defend any lawsuit filed against the City which arises out of services performed by the St. Petersburg P.D or SRO. The City procedures shall be followed in handling such suits. The City shall pay any judgment rendered against it, according to law. Nothing contained herein shall be construed to waive the provisions of F.S. §768.28 as the same applies to both the City and the Board.

B. The Board shall defend any lawsuit filed against the Board which arises out of services performed by the Board. Board procedures shall be followed in handling such suits. The Board shall pay any judgment rendered against it according to law. Nothing contained herein shall be construed to waive the provisions of F.S. §768.28 as the same applies to both the Board and the City.

ARTICLE XI. Miscellaneous.

A. Assignment. This Agreement may not be assigned without the written consent of the St. Petersburg P.D. and the Board.

B. Severability. Should any section or part of any section of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or any part of any section of this contract.

C. Notification. All notices, requests, demands, or other communications hereunder shall be in writing and shall be deemed to have been served as of the delivery date

appearing upon the return receipt if sent by certified mail, postage prepaid with return receipt requested, at the address listed below, or upon the actual date of delivery, if hand delivered to the address below. Either party may change the below-listed address at which it receives written notices by so notifying the other party hereto in writing

City to:

Chief of Police, St. Petersburg P.D.
1300 First Avenue North
St. Petersburg, FL 34689

Copy to:

City Attorney, City of St. Petersburg
P.O. Box 2842
St. Petersburg, FL 33731

Board to:

Chief of Police
Pinellas County Schools Police
11111 S Belcher Rd.
Largo, FL 33773

Copy to:

Office of School Board Attorney
Pinellas County School Board
301 4th St. SW
Largo, FL 33770

D. Waiver. No act or omission or commission of either party, including without limitation, any failure to exercise any right, remedy, or recourse, shall be deemed to be a waiver, release, or modification of the same. Such a waiver, release, or modification is to be effected only through a written modification to this Agreement

E. Governing Law and Venue. This Agreement is to be construed in accordance with the laws of the State of Florida. Venue for any cause of action or claim asserted by either party hereto brought in state courts shall be in Pinellas County, Florida. Venue for any action brought in Federal court shall be in the Middle District of Florida, Tampa Division.

F. Headings. The paragraph headings are inserted herein for convenience and reference only, and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof.

G. Due Authority. Each party to this Amendment represents and warrants to the other party that (i) they are duly organized, qualified and existing entities under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the persons executing this Amendment to so execute the same and fully bind the parties on whose behalf they are executing.

H. Non-appropriation. The obligations, if any, of the City, as to any funding required pursuant to this Agreement shall be limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized representatives on this ____ day of _____, 2016.

THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

By: _____
Print: _____
Chairman

Attest: _____
Print: _____
Ex-Officio Secretary

CITY OF ST. PETERSBURG, FLORIDA

By: [Signature]
Print: Anthy Kelly
As its Chief of Police

Attest: Cathy E. Davis
Print: Cathy E. Davis
Deputy City Clerk

Approved as to form:
Sign: [Signature]
Print: David Kaserski
School Board Attorney,
Pinellas County Schools

Approved as to Content and Form
[Signature]
City Attorney (Designee)
By: RICHARD B. BADGLEY
Assistant City Attorney
Legal. 00247813.doc v. 1



Attachment: St. Petersburg SRO Agreement (5615 : Request Approval of the School Resource Officers Agreements)

SCHOOL RESOURCE OFFICER AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2015, between the **SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA** (referred to herein as the "Board"), and **THE CITY OF CLEARWATER**, (referred to herein as "Clearwater P.D."), is for the services to be provided by the Clearwater P.D. for the School Resource Officer Program ("SRO Program").

WITNESSETH:

WHEREAS, the parties hereto value the collaboration and cooperation fostered by the SRO Program and believe that all of society benefits when the safety of children is improved, where the threat of crime and disorder is reduced, the learning environment is improved, and the true mission of teachers becomes more achievable; and

WHEREAS, the SRO Program provides an opportunity for students and law enforcement officers to have positive interaction with one another which enhances law enforcement officers' service to the community, and

WHEREAS, the Board and The City of Clearwater intend to provide law enforcement and related services to the public schools of Pinellas County as hereafter described, and

WHEREAS, the Board and Clearwater P.D. will mutually benefit from the SRO Program.,

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I. The Obligations of Clearwater P.D. and the SROs are as follows:

A. Provision of School Resource Officers. The Clearwater P.D. shall assign one regularly employed officer at each of the following schools: Clearwater High School, Countryside High School, and Oak Grove Middle School.

B. Designation and Selection of School Resource Officers. SROs have a dual role at the schools in which they serve. They serve as law enforcement officers and as "school officials" who may have a legitimate educational interest in information contained in the education records within the meaning of 20 U.S.C. §1232g and F.S. §1002.221.

The Chief of Clearwater P.D., or his designee, in consultation with the Principal of the school to which the SRO will be assigned shall select the SRO on the basis of the following criteria.

1. The SRO must have the ability to deal effectively with students. The ages, socioeconomic, and cultural composition of the students of the particular school should be considered in making this evaluation.

2. The SRO must have the ability to present a positive image and symbol of the entire police agency. A goal of the SRO Program is to foster a positive image of police officers

among young people. Therefore, the personality, grooming, and communication skills of the SRO should be of such nature so that a positive image of the police agency is reflected. The SRO should sincerely want to work with the staff and students at the particular school to which he or she is assigned.

3. The SRO must have the ability to provide good quality educational services in the area of law enforcement. The education, background, experience, interest level and communication skills of the SRO must be of high caliber so that the SRO can effectively and accurately provide resource teaching services. The SRO will spend as much time as practical in classroom instruction, dependent upon time constraints and workload. The SRO and the Principal will formulate an acceptable plan consistent with the circumstances and the needs of the school.

4. The SRO must have the desire and ability to work cooperatively with the Principal and his administrative staff.

5. The SRO must be a state certified Law Enforcement Officer.

C. Regular Duty Hours/Absences of the School Resource Officers

1. The SRO will be assigned to his/her school on a full-time basis of eight (8) hours on those days and during those hours that school is in session. The SRO's specific duty hours shall be determined by the SRO supervisor in consultation with the principal, to reflect the needs of the individual school. In each case the agency shall ensure that SROs are present during regular school hours, and those routine duties that require an absence from campus should be accomplished either prior to or after regular school hours. The SRO may be temporarily reassigned only during the period of a law enforcement emergency as such may be determined to exist, by the Chief of Clearwater P.D.

2. If it is necessary for the assigned SRO to be absent from school for less than a full day, the SRO will notify the Principal and provide instructions on how emergency police service may be obtained in his/her absence. If it is necessary for the assigned SRO to be absent from school for a full day or more, the Clearwater P.D. shall supply a substitute SRO.

D. Duties of School Resource Officers. While on duty, the SRO shall perform the following duties:

1. Speak to classes on the law, including search and seizure, criminal law, motor vehicle law, and other topics when assigned to speak by the Principal.

2. Act as a resource person in the area of law enforcement education at the request of the Principal.

3. Conduct criminal investigations of violations of law on School Board property. The Clearwater Police Department and the District agree that petty acts of misconduct and misdemeanors, including, but not limited to, minor fights or disturbances, should ordinarily not be referred to law enforcement for prosecution and should not ordinarily result in a student arrest. The District encourages schools to use alternatives to expulsion or referral to law enforcement agencies unless the use of such alternatives will pose a threat to school safety. Individual SRO's are encouraged to exercise discretion and to divert student offenders to school

based discipline or community based diversion where appropriate and authorized by department policy and applicable law.

4. Provide school-based security and maintain the peace on School Board property, to include in assisting with the development, implementation and evaluation of security programs/crisis plans in their assigned school when requested.

5. Make arrests and referrals of criminal law violators.

6. Appear at State Attorney investigations, depositions, trials and sentencing.

7. Provide transportation to the Pinellas County Juvenile Assessment Center (PJAC), Juvenile Addiction Receiving Facility (JARF), and County Jail.

8. Coordinate Emergency Medical Service (EMS) at the request of the Principal, or his/her designee.

9. Receive and dispatch complaints via telephone, walk-in and radios.

10. Develop, implement, and evaluate security programs in the school assigned.

11. Coordinate with school administrators, faculty and staff, law enforcement agencies, and courts to provide school-based security to maintain the peace and promote order on the school campuses.

12. Cooperate with Pinellas County Schools Police in connection with the creation and maintenance of all records, including security and surveillance camera recordings whether recorded by video tape, digital or other medium, and whether recorded at a school site or school bus, witness or suspect statements, interviews or other documents made in connection with the law enforcement duties set forth in this Agreement. Such records shall constitute "law enforcement records" within the meaning of 34 CFR § 99.8(b) (i)-(iii). When such records are made available to school administration for disciplinary or other legitimate educational purposes they shall also constitute confidential student records subject to the Family Educational Rights and Privacy Act, 20 U.S.C §1232g; 34 CFR Part 99, and §§1002.22, 1002.221, F.S. The SRO shall comply with all laws and policies applicable to such records in both their law enforcement and student record capacities.

13. Maintain a file on property reported lost and/or stolen at the SRO's school.

14. Provide counseling or referrals to students as needed.

15. Secure, handle and preserve evidence.

16. Recover School Board property through working with other police agencies.

17. Make referrals to social agencies.

18. Relay messages in emergency situations (such as, tornadoes, or hurricanes)

19. Provide special truancy investigations and prepare for prosecution.

20. Coordinate investigation of bus stop incidents.

21. Wear the official police uniform which shall be provided at the expense of the law enforcement agency; however, civilian attire may be worn on such occasions as may be mutually agreed upon by the Principal and the SRO supervisor.

22. Perform such other duties as mutually agreed upon by the Principal and the SRO, so long as the performance of such duties are legitimately and reasonably related to the SRO Program as described in this Agreement, and so long as the duties are consistent with State and Federal law and the policies and procedures of the Clearwater P.D.

23. Follow and conform to the School Board Policy Manual, which is available at each school site and F.S. §1006.12, that does not conflict with the policies and procedures of the Clearwater P.D. The parties to this agreement shall abide by all Federal and State Civil Rights legislation including the Civil Rights Act of 1964 and its' subsequent amendments.

24. Provide a Monthly Activities Report or such other report regarding his/her activities, as may be required by the Superintendent or designee. A copy of the report shall be provided to the principal on a monthly basis.

25. SROs are recognized as an active part of the school's administrative team. Their duties as a team member reflect their agency's directions and lend their expertise to the review of activities, duty assignments, scheduling and identification of potential problems.

26. The Clearwater Police Department will provide an opportunity for Principals to provide input on the SRO's performance

E. Support Services to be Provided by Clearwater P.D. The Clearwater P.D. shall supply the following support services for SROs:

1. Maintain and file Uniform Crime Reporting (UCR) records according to law.
2. Maintain a dispatch log, consistent with accepted law enforcement management practices.
3. Provide copies of all reports taken by the School Resource Officer to the Pinellas County Schools Police, upon request, as the law allows.
4. Provide each SRO with a patrol automobile and all other necessary or appropriate police equipment. The cost of purchasing, maintaining, and repairing police equipment provided under this agreement shall be borne by the Clearwater P.D.
5. Maintain copies of reports generated by officers in compliance with State and Federal laws.
6. Maintain fingerprints and photographs of arrestees in compliance with State and Federal laws.

ARTICLE II. Relationship of SROs to Board and Clearwater P.D

The SRO shall be an employee of the Clearwater P.D. and not an employee of the Board. The Clearwater P.D. shall be responsible for the hiring, training, discipline, and dismissal of its personnel. Board employees shall report allegations of improper conduct to the SRO's immediate supervisor or to the department's internal affairs section. Board employees shall not conduct an internal investigation of alleged improper conduct on the part of the SRO.

ARTICLE III. Charges for SRO Services

In consideration of the services provided herein, the Board shall pay to the City of Clearwater the sum of \$54,858.96 (Fifty Four Thousand Eight Hundred Fifty Eight Dollars and Ninety Six Cents) for each of the three SROs totaling the sum of \$164,576.88 (One Hundred Sixty Four Thousand Five Hundred Seventy Six Dollars and Eighty Eight Cents) for the 2015-2016 contractual term

To the extent that security services are provided by Clearwater P.D. at school functions occurring after regular school hours, Clearwater P D shall be paid in accordance with the Clearwater P.D. salary policy and procedures. The school at which such services are provided, shall be billed for such services within thirty (30) days from the date of service, and any services provided during May shall be submitted no later than the 15th of June.

ARTICLE IV. Problem Resolution.

The parties, their agents and employees will cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent, the Board and the Chief, or their designees.

ARTICLE V. Amendments.

Changes in the terms of this Agreement may be accomplished only by formal amendment in writing approved by the Clearwater P D. and the Board.

ARTICLE VI. Transfer of SROs.

Both the School Board and Clearwater P.D. desire to avoid the transfer of an SRO at the request of a principal. Therefore, except in egregious circumstances when the SRO's behavior warrants immediate removal, the following procedures must be followed:

A. Principals should engage in good personnel management practices to include discussing any issues or concerns with the SRO first, followed by consultation with the SRO's supervisor if necessary.

B. If, after sufficient time has been given for the SRO to modify his/her performance, and concerns still exist, then the Principal will recommend to the Area Superintendent that the SRO be transferred from the school, stating the reasons for the recommendation in writing.

C. Within a reasonable period of time after receiving the recommendation to remove an SRO, the Area Superintendent, or designee, will confer with the Chief, or designee, to attempt to resolve any problem that may exist between the SRO and the staff at his/her assigned school.

1. With the agreement of the Superintendent and the Chief, or their designees, the SRO, or specified members of the staff from the school, may be required to be present at that meeting.

2. If, within a reasonable amount of time, the problem cannot be resolved in the opinion of both the Superintendent and Chief, or their designees, then the SRO will be transferred from the school and a replacement will be selected, as provided elsewhere in this Agreement.

This Article does not provide the SRO any rights separate and apart from those found in Clearwater P.D.'s collective bargaining agreement with its union. Only the Clearwater P.D., and not individual SROs, can seek enforcement of the provisions of this Agreement. Nothing herein shall preclude the Clearwater P.D. from unilaterally transferring the SRO at its sole discretion.

ARTICLE VII. Term of Agreement.

The term of this Agreement shall be for 1 year beginning on July 1, 2015 through June 30, 2016. Notwithstanding the expiration of the term of this Agreement on June 30, 2016, and provided that the Agreement has not been terminated as provided in Article IX herein, the Superintendent or designee may provide notice of his intention to continue the services of the Clearwater P.D. as provided for herein, and the terms of this Agreement shall automatically continue until a replacement contract has been fully negotiated, executed and approved. The Board shall continue to pay to the Clearwater P.D. on a monthly basis the amount due under this Agreement, until such time as a replacement contract has been approved. The parties further agree that an increase, if any, shall be retroactively applied for services rendered after June 30, 2016 when the replacement contract has been negotiated, executed and approved.

ARTICLE VIII. Materials and Facilities Supplied by Board.

The Board shall provide the SRO, in each school to which an SRO is assigned, the following materials and facilities necessary to the performance of duties by the SRO:

A. Access to a private office which is air conditioned and properly lighted, with a telephone, to be used for general business purposes. Whenever practicable, the SRO will be provided with a private office. Upon request, SROs will be provided free access to the Board's computer network to the extent that it is economically practicable. Clearwater P.D. will provide the computer hardware to be utilized by the SRO, although each individual school may provide such hardware in its sole discretion. If access is provided, existing school security procedures must be followed, to include secure network access for both the computer and user. Network use must conform to school board policy 7540.04, Use of Electronic Resources

B. A location for files and records which can be properly locked and secured.

C. A desk with drawers, a chair, work table, filing cabinet, and office supplies (e.g. paper, pencil, pens, etc.).

D. Access to a typewriter and/or secretarial assistance

E. The SRO will be issued keys for complete access on the campus to which he/she is assigned in accordance with the school safety plan. In the event these keys are lost

misplaced, or stolen through negligence, the cost of any re-keying of the facility shall be borne equally by the law enforcement agency and the Board.

ARTICLE IX Termination.

This Agreement may be terminated by either party for cause upon seven (7) days written notice that the other party failed substantially to perform in accordance with the terms and conditions of this Agreement through no fault of the party initiating termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice.

ARTICLE X. Defense of Legal Actions.

A. Subject to the limitations contained in F.S. §111 07, the Clearwater P.D. shall defend any lawsuit filed against the Clearwater P.D. or the SRO which arises out of services performed by the Clearwater P.D. Clearwater P.D. procedures shall be followed in handling such suits. The Clearwater P.D. shall pay any judgment rendered against it according to law. Nothing contained herein shall be construed to waive the provisions of F.S. §768.28 as the same applies to both the Clearwater P.D. and the Board.

B The Board shall defend any lawsuit filed against the Board which arises out of services performed by the Board. Board procedures shall be followed in handling such suits. The Board shall pay any judgment rendered against it according to law. Nothing contained herein shall be construed to waive the provisions of F.S. §768.28 as the same applies to both the Board and the Clearwater P.D.

ARTICLE XI. Miscellaneous.

A. Assignment This Agreement may not be assigned without the written consent of the Clearwater P.D. and the Board

B. Severability Should any section or part of any section of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or any part of any section of this contract.

C. Notification. All notices, requests, demands, or other communications hereunder shall be in writing and shall be deemed to have been served as of the delivery date appearing upon the return receipt if sent by certified mail, postage prepaid with return receipt requested, at the address listed below, or upon the actual date of delivery, if hand delivered to the address below. Either party may change the below-listed address at which it receives written notices by so notifying the other party hereto in writing.

Clearwater P.D. to:
Chief of Police, Clearwater P.D.
645 Pierce St.
Clearwater, FL 33756

Copy to:
City Attorney, City of Clearwater
112 S. Osceola Ave.
Clearwater, FL 33756

Board to:
Chief of Police
Pinellas County Schools Police
11111 S. Belcher Rd
Largo, FL 33773

Copy to:
Office of School Board Attorney
Pinellas County School Board
301 4th St. SW
Largo, FL 33770

D. Waiver. No act or omission or commission of either party, including without limitation, any failure to exercise any right, remedy, or recourse, shall be deemed to be a waiver, release, or modification of the same. Such a waiver, release, or modification is to be effected only through a written modification to this Agreement.

E. Governing Law and Venue. This Agreement is to be construed in accordance with the laws of the State of Florida. Venue for any cause of action or claim asserted by either party hereto brought in state courts shall be in Pinellas County, Florida. Venue for any action brought in Federal court shall be in the Middle District of Florida, Tampa Division.

F. Headings. The paragraph headings are inserted herein for convenience and reference only, and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof.

G. Due Authority. Each party to this Amendment represents and warrants to the other party that (i) they are duly organized, qualified and existing entities under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the persons executing this Amendment to so execute the same and fully bind the parties on whose behalf they are executing.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the _____ day of _____, 2015.

THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

By: _____

Attest: _____

Print: _____

Chairman

Print: _____

Ex-Officio Secretary

Approved as to form:

Sign: David Koperski

Print: David Koperski

School Board Attorney,
Pinellas County Schools

Print: _____

City Attorney

Attachment: Clearwater SRO Agreement (5615 : Request Approval of the School Resource Officers Agreements)

Countersigned:

George N. Cretekos
George N. Cretekos
Mayor

CITY OF CLEARWATER, FLORIDA

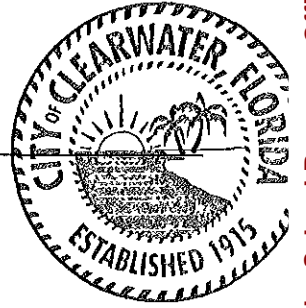
By: William B. Horne II
William B. Horne II
City Manager

Approved as to form:

Robert J. Surette
Robert J. Surette
Assistant City Attorney

Attest:

Rosemarie Call
Rosemarie Call
City Clerk



Attachment: Clearwater SRO Agreement (5615 : Request Approval of the School Resource Officers Agreements)

RECEIVED
OCT 23 2015
PCS

SCHOOL RESOURCE OFFICER AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2015, between the SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA (referred to herein as the "Board"), and THE CITY OF GULFPORT, (referred to herein as "Gulfport P.D."), is for the services to be provided by the Gulfport P.D. for the School Resource Officer Program ("SRO Program").

WITNESSETH:

WHEREAS, the parties hereto value the collaboration and cooperation fostered by the SRO Program and believe that all of society benefits when the safety of children is improved, where the threat of crime and disorder is reduced, the learning environment is improved, and the true mission of teachers becomes more achievable; and

WHEREAS, the SRO Program provides an opportunity for students and law enforcement officers to have positive interaction with one another which enhances law enforcement officers' service to the community, and

WHEREAS, the Board and The City of Gulfport intend to provide law enforcement and related services to the public schools of Pinellas County as hereafter described, and

WHEREAS, the Board and Gulfport P.D. will mutually benefit from the SRO Program;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I. The Obligations of Gulfport P.D. and the SROs are as follows.

A. Provision of School Resource Officers. The Gulfport P.D. shall assign one full time officer to serve at Boca Ciega High School and a second officer to serve as described in Article I C.

B. Designation and Selection of School Resource Officers. SROs have a dual role at the schools which they serve. They serve as law enforcement officers and as "school officials" who may have a legitimate educational interest in information contained in the education records within the meaning of 20 U.S.C. §1232g and F.S. § 1002.221. The Chief of Gulfport P.D., or his designee, in consultation with the Principal of the school to which the SRO will be assigned shall select the SRO on the basis of the following criteria.

1. The SRO must have the ability to deal effectively with students. The ages, socioeconomic, and cultural composition of the students of the particular school should be considered in making this evaluation.

2. The SRO must have the ability to present a positive image and symbol of the entire police agency. A goal of the SRO Program is to foster a positive image of police officers among young people. Therefore, the personality, grooming, and communication skills of the SRO should be of such nature so that a positive image of the police agency is reflected. The SRO should sincerely want to work with the staff and students at the particular school to which he or she is assigned.

Attachment: Gulfport SRO Agreement (5615 : Request Approval of the School Resource Officers Agreements)

3. The SRO must have the ability to provide good quality educational services in the area of law enforcement. The education, background, experience, interest level and communication skills of the SRO must be of high caliber so that the SRO can effectively and accurately provide resource teaching services. The SRO will spend as much time as practical in classroom instruction, dependent upon time constraints and workload. The SRO and the Principal will formulate an acceptable plan consistent with the circumstances and the needs of the school.

4. The SRO must have the desire and ability to work cooperatively with the Principal and his administrative staff.

5. The SRO must be a state certified Law Enforcement Officer.

C. Regular Duty Hours/Absences of the School Resource Officers.

1. The full time SRO will be assigned to his/her school on a full-time basis of eight (8) hours on those days and during those hours that school is in session. The SRO's specific duty hours shall be determined by the SRO supervisor in consultation with the principal, to reflect the needs of the individual school. In each case the agency shall ensure that SROs are present during regular school hours, and those routine duties that require an absence from campus should be accomplished either prior to or after regular school hours. The SRO may be temporarily reassigned only during the period of a law enforcement emergency as such may be determined to exist, by the Chief of Gulfport P.D. The parties will mutually determine the number and specific duty hours of the second SRO based on the respective needs of the school and the Gulfport P.D.

2. If it is necessary for the assigned SRO to be absent from school for less than a full day, the SRO will notify the Principal and provide instructions on how emergency police service may be obtained in his/her absence. If it is necessary for the assigned SRO to be absent from school for a full day or more, the Gulfport P.D. shall supply a substitute SRO.

D. Duties of School Resource Officers. While on duty, the SRO shall perform the following duties:

1. Speak to classes on the law, including search and seizure, criminal law, motor vehicle law, and other topics when assigned to speak by the Principal.

2. Act as a resource person in the area of law enforcement education at the request of the Principal.

3. Conduct criminal investigations of violations of law on School Board property. The Gulfport Police Department and the District agree that petty acts of misconduct and misdemeanors, including, but not limited to, minor fights or disturbances, should ordinarily not be referred to law enforcement for prosecution and should not ordinarily result in a student arrest. The District encourages schools to use alternatives to expulsion or referral to law enforcement agencies unless the use of such alternatives will pose a threat to school safety. Individual SRO's are encouraged to exercise discretion and to divert student offenders to school based discipline or community based diversion where appropriate and authorized by department policy and applicable law.

4. Provide school-based security and maintain the peace on School Board property, to include in assisting with the development, implementation and evaluation of security programs/crisis plans in their assigned school when requested.

5. Make arrests and referrals of criminal law violators.

6. Appear at State Attorney investigations, depositions, trials and sentencing.

7. Provide transportation to the Pinellas County Juvenile Assessment Center (PJAC), Juvenile Addiction Receiving Facility (JARF), and County Jail.

8. Coordinate Emergency Medical Service (EMS) at the request of the Principal, or his/her designee.

9. Receive and dispatch complaints via telephone, walk-in and radios.

10. Develop, implement, and evaluate security programs in the school assigned

11. Coordinate with school administrators, faculty and staff, law enforcement agencies, and courts to provide school-based security to maintain the peace and promote order on the school campuses.

12. Cooperate with Pinellas County Schools Police in connection with the creation and maintenance of all records, including security and surveillance camera recordings, whether recorded by video tape, digital or other medium, and whether recorded at a school site or school bus, witness or suspect statements, interviews or other documents made in connection with the law enforcement duties set forth in this Agreement. Such records shall constitute "law enforcement records" within the meaning of 34 CFR § 99.8(b) (I)(i)-(iii). When such records are made available to school administration for disciplinary or other legitimate educational purposes they shall also constitute confidential student records subject to the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 CFR Part 99, and §§1002.22, 1022 221 F.S. The SRO shall comply with all laws and policies applicable to such records in both their law enforcement and student record capacities

13. Maintain a file on property reported lost and/or stolen at the SRO's school.

14. Provide counseling or referrals to students as needed.

15. Secure, handle and preserve evidence.

16. Recover School Board property through working with other police agencies.

17. Make referrals to social agencies

18. Relay messages in emergency situations (such as, tornadoes, hurricanes, etc.)

19. Provide special truancy investigations and prepare for prosecution.

20. Coordinate investigation of bus stop incidents.

21. Wear the official police uniform which shall be provided at the expense of the law enforcement agency; however, civilian attire may be worn on such occasions as may be mutually agreed upon by the Principal and the SRO supervisor.

22. Perform such other duties as mutually agreed upon by the Principal and the SRO, so long as the performance of such duties are legitimately and reasonably related to the SRO Program as described in this Agreement, and so long as the duties are consistent with State and Federal law and the policies and procedures of the Gulfport P.D.

23. Follow and conform to the School Board Policy Manual, which is available at each school site and F.S. §1006.12, that does not conflict with the policies and procedures of the Gulfport P.D. The parties to this agreement shall abide by all Federal and State Civil Rights legislation including the Civil Rights Act of 1964 and its' subsequent amendments

24. Provide a Monthly Activities Report or such other report regarding his/her activities, as may be required by the Superintendent or designee. A copy of the report shall be provided to the principal on a monthly basis.

25. SROs are recognized as an active part of the school's administrative team. Their duties as a team member reflect their agency's directions and lend their expertise to the review of activities, duty assignments, scheduling and identification of potential problems.

26. The Gulfport Police Department will provide an opportunity for Principals to provide input on the SRO's performance.

E. Support Services to be Provided by Gulfport P.D The Gulfport P.D. shall supply the following support services for SROs:

1. Maintain and file Uniform Crime Reporting (UCR) records according to law.
2. Maintain a dispatch log, consistent with accepted law enforcement management practices.
3. Provide copies of all reports taken by the School Resource Officer to the Pinellas County Schools Police, upon request, as the law allows.
4. Provide each SRO with a patrol automobile and all other necessary or appropriate police equipment. The cost of purchasing, maintaining, and repairing police equipment provided under this agreement shall be borne by the Gulfport P.D
5. Maintain copies of reports generated by officers in compliance with State and Federal laws.
6. Maintain fingerprints and photographs of arrestees in compliance with State and Federal laws

ARTICLE II. Relationship of SROs to Board and Gulfport P.D.

The SRO shall be an employee of the Gulfport P.D. and not an employee of the Board. The Gulfport P D shall be responsible for the hiring, training, discipline, and dismissal of its personnel. Board employees shall report allegations of improper conduct to the SRO's

immediate supervisor or to the department's internal affairs section. Board employees shall not conduct an internal investigation of alleged improper conduct on the part of the SRO.

ARTICLE III. Charges for SRO Services

In consideration of the services provided herein, the Board shall pay to the City of Gulfport \$54,858.96 (Fifty Four Thousand Eight Hundred Fifty Eight Dollars and Ninety Six Cents) for one (1) SRO to be assigned to Boca Ciega High School, plus a contribution of \$26,223.60 (Twenty Six Thousand Two Hundred Twenty Three Dollars and Sixty Cents) to be paid toward the services of an additional officer as deemed appropriate by the parties pursuant to Article I C of this Agreement. The total sum of \$81,082.56 (Eighty One Thousand Eighty Two Dollars and Fifty Six Cents) is payable for the 2015-2016 contractual term. Payments shall be made in monthly installments.

To the extent that security services are provided by Gulfport P.D. at school functions occurring after regular school hours, including an extended school day, Gulfport P.D. shall be paid in accordance with the Gulfport P.D. salary policy and procedures. The school at which such services are provided, shall be billed for such services within thirty (30) days from the date of service, and any services provided during May shall be submitted no later than the 15th of June.

ARTICLE IV. Problem Resolution.

The parties, their agents and employees will cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent of the Board and the Chief, or their designees.

ARTICLE V. Amendments.

Changes in the terms of this Agreement may be accomplished only by formal amendment in writing approved by the Gulfport P.D. and the Board.

ARTICLE VI. Transfer of SROs.

Both the School Board and Gulfport P.D. desire to avoid the transfer of an SRO at the request of a principal. Therefore, except in egregious circumstances when the SRO's behavior warrants immediate removal, the following procedures must be followed:

A. Principals should engage in good personnel management practices to include discussing any issues or concerns with the SRO first, followed by consultation with the SRO's supervisor if necessary.

B. If, after sufficient time has been given for the SRO to modify his/her performance, and concerns still exist, then the Principal will recommend to the Area Superintendent that the SRO be transferred from the school, stating the reasons for the recommendation in writing.

C. Within a reasonable period of time after receiving the recommendation to remove an SRO, the Area Superintendent, or designee, will confer with the Chief, or designee, to attempt to resolve any problem that may exist between the SRO and the staff at his/her assigned school.

1. With the agreement of the Superintendent and the Chief, or their designees, the SRO, or specified members of the staff from the school, may be required to be present at that meeting.

2. If, within a reasonable amount of time, the problem cannot be resolved in the opinion of both the Superintendent and Chief, or their designees, then the SRO will be transferred from the school and a replacement will be selected, as provided elsewhere in this Agreement.

This Article does not provide the SRO any rights separate and apart from those found in Gulfport P.D.'s collective bargaining agreement with its union. Only Gulfport P.D. itself, and not individual SROs, can seek enforcement of the provisions of this Agreement. Nothing herein shall preclude the Gulfport P.D. from unilaterally transferring the SRO at its sole discretion.

ARTICLE VII. Term of Agreement.

The term of this Agreement shall be for 1 year beginning on July 1, 2015 through June 30, 2016. Notwithstanding the expiration of the term of this Agreement on June 30, 2016, and provided that the Agreement has not been terminated as provided in Article IX herein, the Superintendent or designee may provide notice of his intention to continue the services of the Gulfport P.D. as provided for herein, and the terms of this Agreement shall automatically continue until a replacement contract has been fully negotiated, executed and approved. The Board shall continue to pay to the Gulfport P.D. on a monthly basis the amount due under this Agreement, until such time as a replacement contract has been approved. The parties further agree that an increase, if any, shall be retroactively applied for services rendered after June 30, 2016 when the replacement contract has been negotiated, executed and approved.

ARTICLE VIII. Materials and Facilities Supplied by Board.

The Board shall provide the SRO, in each school to which an SRO is assigned, the following materials and facilities necessary to the performance of duties by the SRO:

A. Access to a private office which is air conditioned and properly lighted, with a telephone, to be used for general business purposes. Whenever practicable, the SRO will be provided with a private office. Upon request, SROs will be provided free access to the Board's computer network to the extent that it is economically practicable. Gulfport P.D. will provide the computer hardware to be utilized by the SRO, although each individual school may provide such hardware in its sole discretion. If access is provided, existing school security procedures must be followed, to include secure network access for both the computer and user. Network use must conform to school board policy 7540.04, Use of Electronic Resources.

B. A location for files and records which can be properly locked and secured.

C. A desk with drawers, a chair, work table, filing cabinet, and office supplies (e.g. paper, pencil, pens, etc.).

D. Access to a typewriter and/or secretarial assistance.

E. The SRO will be issued keys for complete access on the campus to which he/she is assigned in accordance with the school safety plan. In the event these keys are lost

misplaced, or stolen through negligence, the cost of any re-keying of the facility shall be borne equally by the law enforcement agency and the Board.

ARTICLE IX. Termination.

This Agreement may be terminated by either party for cause upon seven (7) days written notice that the other party failed substantially to perform in accordance with the terms and conditions of this Agreement through no fault of the party initiating termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice.

ARTICLE X. Defense of Legal Actions.

A. Subject to the limitations contained in F.S. §111.07, the Gulfport P.D. shall defend any lawsuit filed against the Gulfport P.D. or the SRO which arises out of services performed by the Gulfport P.D. Gulfport P.D. procedures shall be followed in handling such suits. The Gulfport P.D. shall pay any judgment rendered against it according to law. Nothing contained herein shall be construed to waive the provisions of F.S. §768.28 as the same applies to both the Gulfport P.D. and the Board.

B. The Board shall defend any lawsuit filed against the Board which arises out of services performed by the Board. Board procedures shall be followed in handling such suits. The Board shall pay any judgment rendered against it according to law. Nothing contained herein shall be construed to waive the provisions of F.S. §768.28 as the same applies to both the Board and the Gulfport P.D.

ARTICLE XI. Miscellaneous.

A. Assignment. This Agreement may not be assigned without the written consent of the Gulfport P.D. and the Board

B. Severability. Should any section or part of any section of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or any part of any section of this contract.

C. Notification. All notices, requests, demands, or other communications hereunder shall be in writing and shall be deemed to have been served as of the delivery date appearing upon the return receipt if sent by certified mail, postage prepaid with return receipt requested, at the address listed below, or upon the actual date of delivery, if hand delivered to the address below. Either party may change the below-listed address at which it receives written notices by so notifying the other party hereto in writing.

Gulfport P.D. to:
Chief of Police, Gulfport P.D.
2401 53rd Street South
Gulfport, FL 33707

Copy to:
City Attorney, City of Gulfport
2401 53rd Street South
Gulfport, FL 33707

Board to:
Chief of Police
Pinellas County Schools Police
11111 S Belcher Rd.
Largo, FL 33773

Copy to:
Office of School Board Attorney
Pinellas County School Board
301 4th St SW
Largo, FL 33770

D. Waiver. No act or omission or commission of either party, including without limitation, any failure to exercise any right, remedy, or recourse, shall be deemed to be a waiver, release, or modification of the same. Such a waiver, release, or modification is to be effected only through a written modification to this Agreement.

E. Governing Law and Venue. This Agreement is to be construed in accordance with the laws of the State of Florida. Venue for any cause of action or claim asserted by either party hereto brought in state courts shall be in Pinellas County, Florida. Venue for any action brought in Federal court shall be in the Middle District of Florida, Tampa Division.

F. Headings. The paragraph headings are inserted herein for convenience and reference only, and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof.

G. Due Authority. Each party to this Amendment represents and warrants to the other party that (i) they are duly organized, qualified and existing entities under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the persons executing this Amendment to so execute the same and fully bind the parties on whose behalf they are executing.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the _____ day of _____, 2015.

THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

By: _____
Print: _____
Chairman

Attest: _____
Print: _____
Ex-Officio Secretary

CITY OF GULFPORT, FLORIDA

By: James E. O'Reilly
Print: James E. O'Reilly
City Manager

Attest: Lesley Demuth
Print: Lesley Demuth
City Clerk

Attachment: Gulfport SRO Agreement (5615 : Request Approval of the School Resource Officers Agreements)

Approved as to form.

Sign: David Koperski

Print: David Koperski
School Board Attorney,
Pinellas County Schools

Approved as to content and correctness:

Andrew Salzman

Print. Andrew Salzman
City Attorney

Attachment: Gulfport SRO Agreement (5615 : Request Approval of the School Resource Officers Agreements)

SCHOOL RESOURCE OFFICER AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2015, between the **SCHOOL Board OF PINELLAS COUNTY, FLORIDA** (referred to herein as the "**Board**"), and **THE CITY OF Pinellas Park**, (referred to herein as "**Pinellas Park P.D.**"), is for the services to be provided by the Pinellas Park P.D. for the School Resource Officer Program ("SRO Program").

WITNESSETH:

WHEREAS, the parties hereto value the collaboration and cooperation fostered by the SRO Program and believe that all of society benefits when the safety of children is improved, where the threat of crime and disorder is reduced, the learning environment is improved, and the true mission of teachers becomes more achievable; and

WHEREAS, the SRO Program provides an opportunity for students and law enforcement officers to have positive interaction with one another which enhances law enforcement officers' service to the community, and

WHEREAS, the Board and The City of Pinellas Park intend to provide law enforcement and related services to the public schools of Pinellas County as hereafter described, and

WHEREAS, the Board and Pinellas Park P.D. will mutually benefit from the SRO Program.;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I. The Obligations of Pinellas Park P.D. and the SROs are as follows:

A. Provision of School Resource Officers. The Pinellas Park P D shall assign a total of two regularly employed officers with one to serve at Pinellas Park High School and one to serve at Morgan Fitzgerald Middle School.

B. Designation and Selection of School Resource Officers. SROs have a dual role at the schools in which they serve. They serve as law enforcement officers and as "school officials" who may have a legitimate educational interest in information contained in the education records within the meaning of 20 U.S.C. §1232g and F.S. §1002.221.

The Chief of Pinellas Park P.D., or his/her designee, in consultation with the Principal of the school to which the SRO will be assigned shall select the SRO on the basis of the following criteria

1. The SRO must have the ability to deal effectively with students. The ages, socioeconomic, and cultural composition of the students of the particular school should be considered in making this evaluation. .

2. The SRO must have the ability to present a positive image and symbol of the entire police agency. A goal of the SRO Program is to foster a positive image of police officers among young people. Therefore, the personality, grooming, and communication skills of the SRO should be of such nature so that a positive image of the police agency is reflected. The

SRO should sincerely want to work with the staff and students at the particular school to which he or she is assigned

3. The SRO must have the ability to provide good quality educational services in the area of law enforcement. The education, background, experience, interest level and communication skills of the SRO must be of high caliber so that the SRO can effectively and accurately provide resource teaching services. The SRO will spend as much time as practical in classroom instruction, dependent upon time constraints and workload. The SRO and the Principal will formulate an acceptable plan consistent with the circumstances and the needs of the school.

4. The SRO must have the desire and ability to work cooperatively with the Principal and his administrative staff.

5. The SRO must be a state certified Law Enforcement Officer.

C. Regular Duty Hours/Absences of the School Resource Officers.

1. The SRO will be assigned to his/her school on a full-time basis of eight (8) hours on those days and during those hours that school is in session. The SRO's specific duty hours shall be determined by the SRO supervisor (defined herein as the supervisor of such SRO in Pinellas Park P.D.) in consultation with the principal, to reflect the needs of the individual school. In each case the agency shall ensure that SROs are present during regular school hours, and those routine duties that require an absence from campus should be accomplished either prior to or after regular school hours. The SRO may be temporarily reassigned only during the period of a law enforcement emergency as such may be determined to exist, by the Chief of Pinellas Park P.D.

2. If it is necessary for the assigned SRO to be absent from school for less than a full day, the SRO will notify the Principal and provide instructions on how emergency police service may be obtained in his/her absence. If it is necessary for the assigned SRO to be absent from school for a full day or more, the Pinellas Park P.D. shall supply a substitute SRO.

D. Duties of School Resource Officers. While on duty, the SRO shall perform the following duties:

1. Speak to classes on the law, including search and seizure, criminal law, motor vehicle law, and other topics when assigned to speak by the Principal.

2. Act as a resource person in the area of law enforcement education at the request of the Principal

3. Conduct criminal investigations of violations of law on School Board property. The Pinellas Park Police Department and the District agree that petty acts of misconduct and misdemeanors, including, but not limited to, minor fights or disturbances, should ordinarily not be referred to law enforcement for prosecution and should not ordinarily result in a student arrest. The District encourages schools to use alternatives to expulsion or referral to law enforcement agencies unless the use of such alternatives will pose a threat to school safety. Individual SRO's are encouraged to exercise discretion and to divert student offenders to school based discipline or community based diversion where appropriate and authorized by department policy and applicable law.

4. Provide school-based security and maintain the peace on School Board property, to include in assisting with the development, implementation and evaluation of security programs/crisis plans in their assigned school when requested.

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6. Appear at State Attorney Investigations, depositions, trials and sentencing.

7. Provide transportation to the Pinellas County Juvenile Assessment Center (PJAC), Juvenile Addiction Receiving Facility (JARF), and County Jail.

8. Coordinate Emergency Medical Service (EMS) at the request of the Principal, or his/her designee.

9. Receive and dispatch complaints via telephone, walk-in and radios.

10. Develop, implement, and evaluate security programs in the school assigned.

11. Coordinate with school administrators, faculty and staff, law enforcement agencies, and courts to provide school-based security to maintain the peace and promote order on the school campuses

12. Cooperate with Pinellas County Schools Police in connection with the creation and maintenance of all records, including security and surveillance camera recordings, whether recorded by video tape, digital or other medium, and whether recorded at a school site or school bus, witness or suspect statements, interviews or other documents made in connection with the law enforcement duties set forth in this Agreement. Such records shall constitute "law enforcement records" within the meaning of 34 CFR § 99.8(b) (1)(i)-(iii). When such records are made available to school administration for disciplinary or other legitimate educational purposes they shall also constitute confidential student records subject to the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g; 34 CFR Part 99, and §§1002.22, 1002.221, F S The SRO shall comply with all laws and policies applicable to such records in both their law enforcement and student record capacities.

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14. Provide counseling or referrals to students as needed.

15. Secure, handle and preserve evidence.

16. Recover School Board property through working with other police agencies.

17. Make referrals to social agencies.

18. Relay messages in emergency situations (such as, tornadoes, hurricanes, etc.)

19. Provide special truancy investigations and prepare for prosecution.

20. Coordinate investigation of bus stop incidents.

21. Wear the official police uniform which shall be provided at the expense of the law enforcement agency, however, civilian attire may be worn on such occasions as may be mutually agreed upon by the Principal and the SRO supervisor.

22. Perform such other duties as mutually agreed upon by the Principal and the SRO, so long as the performance of such duties are legitimately and reasonably related to the SRO Program as described in this Agreement, and so long as the duties are consistent with State and Federal law and the policies and procedures of the Pinellas Park P.D.

23. Follow and conform to the School Board Policy Manual, which is available at each school site and F.S. §1006.12, that does not conflict with the policies and procedures of the Pinellas Park P.D. The parties to this agreement shall abide by all Federal and State Civil Rights legislation including the Civil Rights Act of 1964 and its' subsequent amendments.

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2. Maintain a dispatch log, consistent with accepted law enforcement management practices
3. Provide copies of all reports taken by the School Resource Officer to the Pinellas County Schools Police, upon request, as the law allows.
4. Provide each SRO with a patrol automobile and all other necessary or appropriate police equipment. The cost of purchasing, maintaining, and repairing police equipment provided under this agreement shall be borne by the Pinellas Park P.D.
5. Maintain copies of reports generated by officers in compliance with State and Federal laws.
6. Maintain fingerprints and photographs of arrestees in compliance with State and Federal laws.

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dismissal of its personnel. Board employees shall report allegations of improper conduct to the SRO's immediate supervisor or to the department's internal affairs section. Board employees shall not conduct an internal investigation of alleged improper conduct on the part of the SRO.

ARTICLE III. Charges for SRO Services.

In consideration of the services provided herein, the Board shall pay to the City of Pinellas Park the sum of \$54,858.96 (Fifty Four Thousand Eight Hundred Fifty Eight Dollars and Ninety Six Cents) for each of the two SRO's for a total of \$109,717.92 (One Hundred Nine Thousand Seven Hundred Seventeen Dollars and Ninety Two Cents) payable hereunder for the 2015-2016 contractual term.

To the extent that security services are provided by Pinellas Park P.D at school functions occurring after regular school hours, Pinellas Park P.D shall be paid in accordance with the Pinellas Park P.D. salary policy and procedures. The school at which such services are provided, shall be billed for such services within thirty (30) days from the date of service, and any services provided during May shall be submitted no later than the 15th of June.

ARTICLE IV. Problem Resolution.

The parties, their agents and employees will cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent of the Board and the Chief, or their designees.

ARTICLE V. Amendments.

Changes in the terms of this Agreement may be accomplished only by formal amendment in writing approved by the Pinellas Park P.D. and the Board.

ARTICLE VI. Transfer of SROs.

Both the School Board and Pinellas Park P.D. desire to avoid the transfer of an SRO at the request of a principal. Therefore, except in egregious circumstances when the SRO's behavior warrants immediate removal, the following procedures must be followed.

A. Principals should engage in good personnel management practices to include discussing any issues or concerns with the SRO first, followed by consultation with the SRO's supervisor if necessary.

B. If, after sufficient time has been given for the SRO to modify his/her performance, and concerns still exist, then the Principal will recommend to the Area Superintendent that the SRO be transferred from the school, stating the reasons for the recommendation in writing.

C. Within a reasonable period of time after receiving the recommendation to remove an SRO, the Area Superintendent, or designee, will confer with the Chief, or designee, to attempt to resolve any problem that may exist between the SRO and the staff at his/her assigned school.

1. With the agreement of the Superintendent and the Chief, or their designees, the SRO, or specified members of the staff from the school, may be required to be present at that meeting.

2. If, within a reasonable amount of time, the problem cannot be resolved in the opinion of both the Superintendent and Chief, or their designees, then the SRO will be transferred from the school and a replacement will be selected, as provided elsewhere in this Agreement.

This Article does not provide the SRO any rights separate and apart from those found in Pinellas Park P.D.'s collective bargaining agreement with its union. Only Pinellas Park P.D. itself, and not individual SROs, can seek enforcement of the provisions of this Agreement. Nothing herein shall preclude the Pinellas Park P.D. from unilaterally transferring the SRO at its sole discretion.

ARTICLE VII. Term of Agreement

The term of this Agreement shall be for 1 year beginning on July 1, 2015 through June 30, 2016. Notwithstanding the expiration of the term of this Agreement on June 30, 2016, and provided that the Agreement has not been terminated as provided in Article IX herein, the Superintendent or designee may provide notice of his intention to continue the services of the Pinellas Park P.D. as provided for herein, and the terms of this Agreement shall automatically continue until a replacement contract has been fully negotiated, executed and approved. The Board shall continue to pay to the Pinellas Park P.D. on a monthly basis the amount due under this Agreement, until such time as a replacement contract has been approved. The parties further agree that an increase, if any, shall be retroactively applied for services rendered after June 30, 2016 when the replacement contract has been negotiated, executed and approved.

ARTICLE VIII. Materials and Facilities Supplied by Board.

The Board shall provide the SRO, in each school to which an SRO is assigned, the following materials and facilities necessary to the performance of duties by the SRO.

A. Access to a private office which is air conditioned and properly lighted, with a telephone, to be used for general business purposes. Whenever practicable, the SRO will be provided with a private office. Upon request, SROs will be provided free access to the Board's computer network to the extent that it is economically practicable. Pinellas Park P.D. will provide the computer hardware to be utilized by the SRO, although each individual school may provide such hardware in its sole discretion. If access is provided, existing school security procedures must be followed, to include secure network access for both the computer and user. Network use must conform to school board policy 7540.04, Use of Electronic Resources.

B. A location for files and records which can be properly locked and secured.

C. A desk with drawers, a chair, work table, filing cabinet, and office supplies (e.g. paper, pencil, pens, etc.).

D. Access to a typewriter and/or secretarial assistance.

E. The SRO will be issued keys for complete access on the campus to which he/she is assigned in accordance with the school safety plan. In the event these keys are lost, misplaced, or stolen through negligence, the cost of any re-keying of the facility shall be borne equally by the law enforcement agency and the Board.

ARTICLE IX. Termination.

This Agreement may be terminated by either party for cause upon seven (7) days written notice that the other party failed substantially to perform in accordance with the terms and conditions of this Agreement through no fault of the party initiating termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice.

ARTICLE X. Defense of Legal Actions.

A. Subject to the limitations contained in F.S. §111.07, the Pinellas Park P D shall defend any lawsuit filed against the Pinellas Park P.D or the SRO which arises out of services performed by the Pinellas Park P.D. Pinellas Park P.D. procedures shall be followed in handling such suits. The Pinellas Park P D. shall pay any judgment rendered against it as legally required. Nothing contained herein shall be construed to waive the provisions of, or extend the limitations of, F.S. §768.28 as the same applies to both the Pinellas Park P.D. and the Board.

B. The Board shall defend any lawsuit filed against the Board which arises out of services performed by the Board. Board procedures shall be followed in handling such suits. The Board shall pay any judgment rendered against it according to law. Nothing contained herein shall be construed to waive the provisions of F.S. §768.28 as the same applies to both the Board and the Pinellas Park P.D.

ARTICLE XI. Miscellaneous.

A. Assignment. This Agreement may not be assigned without the written consent of the Pinellas Park P.D and the Board.

B. Severability. Should any section or part of any section of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or any part of any section of this contract.

C. Notification. All notices, requests, demands, or other communications hereunder shall be in writing and shall be deemed to have been served as of the delivery date appearing upon the return receipt if sent by certified mail, postage prepaid with return receipt requested, at the address listed below, or upon the actual date of delivery, if hand delivered to the address below. Either party may change the below-listed address at which it receives written notices by so notifying the other party hereto in writing.

Pinellas Park P D to:
Chief of Police, Pinellas Park P.D.
7700 59th Street N.
Pinellas Park, FL 33781

Copy to:
City Attorney, City of Pinellas Park
5141 78th Ave, P.O. Box 1100
Pinellas Park, FL 33780-1100

Board to:
Chief of Police
Pinellas County Schools Police
11111 S. Belcher Rd.
Largo, FL 33773

Copy to:
Office School Board Attorney
Pinellas County School Board
301 4th St. SW
Largo, FL 33770

D. Waiver. No act or omission or commission of either party, including without limitation, any failure to exercise any right, remedy, or recourse, shall be deemed to be a waiver, release, or modification of the same. Such a waiver, release, or modification is to be effected only through a written modification to this Agreement.

E. Governing Law and Venue. This Agreement is to be construed in accordance with the laws of the State of Florida. Venue for any cause of action or claim asserted by either party hereto brought in state courts shall be in Pinellas County, Florida. Venue for any action brought in Federal court shall be in the Middle District of Florida, Tampa Division.

F. Headings. The paragraph headings are inserted herein for convenience and reference only, and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof

G. Due Authority. Each party to this Amendment represents and warrants to the other party that (I) they are duly organized, qualified and existing entities under the laws of the State of Florida, and (II) all appropriate authority exists so as to duly authorize the persons executing this Amendment to so execute the same and fully bind the parties on whose behalf they are executing.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the ____ day of _____, 2015.

THE SCHOOL Board OF PINELLAS COUNTY, FLORIDA

By: _____

Attest: _____

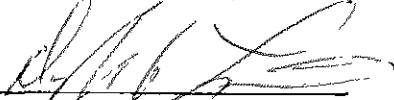
Print: _____

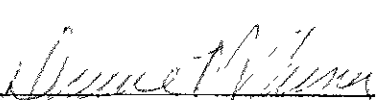
Chairman

Print: _____

Ex-Officio Secretary

CITY OF Pinellas Park, FLORIDA

By: 

Attest: 

Print: Douglas A. Lewis

City Manager

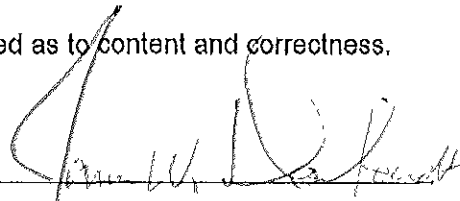
Print: Diane M. Corna

City Clerk

Approved as to form :

Approved as to content and correctness.

Sign: 



Print: David Koperski

School Board Attorney,
Pinellas County Schools

Print: James Denhardt

City Attorney

ADOPTED

REQUEST FOR APPROVAL (ID # 5599)

February 9, 2016

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval of the Following Special Projects:

- A. Amendment (additional funds) to the IDEA Part B Preschool Grant for \$40,239.12 (new total: \$799,064.12)
- B. Amendment (additional funds) to the Carl D. Perkins and Technical Education Postsecondary Grant for \$31,377.00 (new total: \$581,963.00)
- C. Amendment (increased allocation) to the Title I, Part D: Subpart 2: for the Neglected and Delinquent (N&D) Grant 2015-2016 for \$6,646.00 (new total: \$489,646.00)

BACKGROUND:

A. IDEA Part B Preschool Grant roll forward funds in the amount of \$40,239.12 will be added to the current allocation of \$758,825.00 that was approved by Florida Department of Education (FLDOE) on August 17, 2015. The new total is \$799,064.12. Additional funds will be allocated to increase the existing Professional/Technical/Supervisory position from a Full Time Equivalent (FTE) of 0.5 to 1.0 (full unit) for the second semester and to purchase instructional supplies, including assessments kits, for the 2015-2016 school year.

STRATEGIC DIRECTION: Student Achievement

B. Carl D. Perkins and Technical Education Postsecondary Grant roll forward funds in the amount of \$31,377.00 will be added to the current allocation of \$550,586.00 which was approved at the May 19, 2015 School Board meeting, resulting in a new total of \$581,963.00. Roll forward funds will be used for registration fees for continued curriculum and credentialing-related Career Technical Education (CTE) teacher training, student certification exams, and out of county travel for Career and Technical Student Organization (CTSO) students.

STRATEGIC DIRECTION: Student Achievement

C. The Title I, Part D: Subpart 2 for the Neglected and Delinquent (N&D) Grant serves neglected and delinquent and at-risk students in Alternative Education Programs. N&D grant funds are used to ensure that the educational programs in neglected, delinquent, at-risk sites and correctional facilities are assisting students to meet high academic achievement standards.

STRATEGIC DIRECTION: Student Achievement

ALTERNATIVES:

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

RECOMMENDATIONS:

Alternative No. 1 is recommended.

RATIONALE:

A. IDEA Part B, Preschool Grant is used to provide staff to support the needs of students with disabilities. The grant also provides equipment, travel and instructional materials that supplements the district services.

B. The Carl D. Perkins and Technical Education Postsecondary Grant helps develop the academic, vocational and technical skills of postsecondary students who elect to enroll in career and technical education programs.

C. The Title I, Part D Award Notification to Pinellas County Schools was changed to reflect an increased allocation awarded to the district. Neglected and Delinquent grant funds are used to ensure that the educational programs in Neglected, Delinquent, At-Risk sites and correctional facilities are assisting students to meet high academic achievement standards. This grant provides for supplemental services, staff training, software programs, and travel expenses used in monitoring and evaluation of programs. Supplemental services included a transition specialist, supplemental guidance counselor, supplemental social worker, behavior specialist, and program monitor. These additional services support student achievement, promotion and graduation rates. Educational Alternatives Services programs for Pinellas County Schools' neglected and delinquent students focus on increasing the on-time graduation rate and postsecondary preparedness. Funds will be used to continue credit recovery and transition efforts.

FINANCIAL IMPACT:

Federally Funded - There is no financial impact to the District

DATA SOURCES:

David Koperski, School Board Attorney

Sherry Aemisegger, Executive Director, Exceptional Student Education (Item A)

Mary Conage, Ed.D., Director, Special Projects (All Items)

Arlene Corbin, Director, Pinellas Technical College (Item B)

Michelle Topping, Director Educational Alternative Services (Item C)

SUBMITTED BY:

Lori Matway, Associate Superintendent, Student and Community Services

ATTACHMENTS:

- A. IDEA Part B Preschool (PDF)
- B. Perkins Post SecAmend (PDF)
- C. N & D Amendment (PDF)

Students to be served/Target Audience: Pre-Kindergarten Students with Disabilities

Performance Data, Research Findings, or Improvement Results: Data is collected by FLDOE and results are published in our annual LEA profile.

Target Schools: Schools serving Pre-Kindergarten Students with Disabilities.

Budget:

Personnel (Salaries & Fringe)	\$34,070.00
Materials & Supplies	\$4,370.43
Indirect Costs (Federal Funds Only)	\$1,798.69
TOTAL	\$40,239.12

Attachment: A. IDEA Part B Preschool (5599 : Request Approval of the Following Special Projects:)

pregnant mothers, single parents, non-traditional, economically disadvantaged and individuals with limited English proficiency.

Performance Data, Research Findings, or Improvement Results: Grant funded activities provide assistance to students of special populations to help overcome barriers that result in limited access to career and technical education programs. Research shows that providing access and opportunities for training in high-skill, high-wage, or high demand occupations to members of special populations could lead to self-sufficiency.

Target Schools: Pinellas Technical College Clearwater, and St. Petersburg

Budget:

Registration fees, certification exams, etc.	\$29,974.00
Indirect Costs (Federal Funds Only)	\$1,403.00
TOTAL	\$31,377.00

C. Title of Project: Amendment (increased allocation) to the Title I, Part D: Subpart 2: for the Neglected and Delinquent Grant 2015-2016

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

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

Amount of Project: \$6,646.00 (increased allocation) (new total \$489,646.00)

BACKGROUND: The Title I, Part D: Subpart 2 Neglected and Delinquent (N&D) grant serves neglected and delinquent and at-risk students in Alternative Education programs. N&D grant funds are used to ensure that the educational programs in neglected, delinquent, at-risk sites and correctional facilities are assisting students to meet high academic achievement standards.

STRATEGIC DIRECTION: Student Achievement

RATIONALE: The Title I, Part D Award Notification to Pinellas County Schools was changed to reflect an increase to amount awarded to the district. Neglected and Delinquent (N & D) grant funds are used to ensure that the educational programs in neglected, delinquent and at-risk sites and correctional facilities are assisting students to meet high academic achievement standards. This grant provides for supplemental services, staff training, software programs, and travel expenses used in monitoring and evaluation of programs. Supplemental services includes a transition specialist, supplemental guidance counselor, supplemental social worker, behavior specialist, and program monitor. These additional services support student achievement, promotion, and graduation rates. Educational Alternative Services programs for PCS neglected and delinquent students focus on increasing the on-time graduation rate and postsecondary preparedness. Funds will be used to continue credit recovery and transition efforts.

IMPACT STATEMENT
FEDERALLY FUNDED – NO COST TO DISTRICT OPERATING FUNDS

DATA SOURCE/CONTACT PERSON: Michelle Topping, Director
Educational Alternative Services

Grant Proposal/Contract Developer(s): Eric McManus, Administrator
Educational Alternative Services

Status of Project:

New: Renewal: Amendment: X
If Amendment:
Additional Funds: X Reduced Funds: Time Extension:
Other:

Fund Source:

reviewed 11/20/2014

Attachment: C. N & D Amendment (5599 : Request Approval of the Following Special Projects:)

State: Federal: X Other:

Length of Project: 12 months

Starting Date: July 1, 2015 Ending Date: June 30, 2016

Usage in other districts: Yes X No

Visits by PCS Staff: Date: Ongoing-Eckerd Person: Joetta Finkle, Program Monitor

Students to be served/Target Audience: Neglected, Delinquent and At-Risk students

Performance Data, Research Findings, or Improvement Results: Students' performance is measured through entry and exit assessments required by the Department of Juvenile Justice for all N&D and At-Risk sites. Academic indicator data is retrieved from PCS FOCUS during July 2015 and June 2016 with the assistance of Research and Accountability. The N&D Program Monitor, a grant funded position will provide ongoing site monitoring to assure compliance to all DJJ statutes and expectations required by the state.

Target Schools: Countywide Neglected and Delinquent, At-Risk Schools

Budget:		
	Personnel (Salaries & Fringe)	\$6,646.00
TOTAL		\$6,646.00

Attachment: C. N & D Amendment (5599 : Request Approval of the Following Special Projects:)

ADOPTED

REQUEST FOR APPROVAL (ID # 5612)

February 9, 2016

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval of the Agreement Between Publix Super Markets and the School Board of Pinellas County, Florida for Community Based Vocational Experience

BACKGROUND:

Pinellas County Schools and Publix Super Markets have agreed that it is mutually beneficial to provide a Community Based Vocational Experience (CBVE) program to qualified students with disabilities. The purpose of this agreement is to specify the conditions of the CBVE program and to identify the roles and responsibilities of the School Board and Publix Super Markets. This type of agreement is routine and provides opportunities not otherwise available to students to experience authentic community-based work. Pinellas high schools participate in the partnership program with local Publix Super Markets for one to four days per week where eligible students, age 16 or older, pursuing a special diploma or a standard diploma on Access Points, experience non-paid work in various departments. Pinellas County School instructional personnel accompany students for vocational assessment and training. Vocational assessment conducted on-site helps determine individual training objectives for a student with a disability. Vocational training provides differentiated instruction for each student including work maturity, employability skills, skills specific to job types experienced, and ancillary skills needed for integration into the employment setting. The initial agreement was approved, completed and executed February 7, 2012.

This year Publix Super Markets has agreed to a three year agreement which will continue the partnership with the School Board of Pinellas County, Florida from February 9, 2016 to February 9, 2019.

STRATEGIC DIRECTION: Student Achievement

ALTERNATIVES:

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

RECOMMENDATION:

Alternative No. 1 is recommended.

RATIONALE:

High school students with disabilities will develop their work experience skills in authentic sites with natural supports. Employees of Publix will be role models for the identified students. These experiences promote the transition from school to post-school activities developing the competencies and behaviors needed to secure and maintain paid employment.

FINANCIAL IMPACT:

There is no financial impact to the district.

DATA SOURCES:

David Koperski, School Board Attorney

Sherry Aemisegger, Executive Director, Exceptional Student Education

SUBMITTED BY:

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

ATTACHMENTS:

- Consent - Publix Agreement (PDF)

COMMUNITY-BASED VOCATIONAL EDUCATION AGREEMENT

This COMMUNITY-BASED VOCATIONAL EDUCATION AGREEMENT ("Agreement") is made and entered into between The School Board of Pinellas County, Florida herein called ("School") and Publix Super Markets, Inc. herein called ("Publix").

DEFINITIONS

Exceptional Students mean students with disabilities who meet state guidelines for special education.

Community-Based Vocational Education ("CBVE") means a program under the direction of a secondary school system to prepare Exceptional Students for paid employment. Schools in partnership with local participating businesses agree to provide vocational training for qualified Exceptional Students based on a student's training plan. The CBVE program is designed and executed in such a manner that students are NOT classified as employees in accordance with the Fair Labor Standards Act ("FLSA") criteria and are NOT paid for their participation or activities in the CBVE program.

TERM AND TERMINATION

This Agreement shall be in effect for the period beginning on February 9, 2016 and ending on February 9, 2019 (the "Term").

Either party may terminate this Agreement at any time and for any reason upon five (5) days written notice to the other party with no further obligations.

PURPOSE OF AFFILIATION

The School and Publix have agreed that it would be mutually beneficial to provide a CBVE program to qualified Exceptional Students. The purpose of this Agreement is to specify the conditions of the CBVE program and to identify the roles and responsibilities of the School and Publix.

GENERAL PROVISIONS

During the term of this Agreement, the parties will communicate on matters of mutual concern regarding the educational and training programs for participating ESE students. The School and Publix will mutually agree on training provided in the CBVE program.

Any unforeseen questions or problems arising during the administration of the Agreement or the CBVE program shall be resolved through mutual negotiations and incorporated herein in writing prior to becoming effective.

Student participation in the CBVE program is a non-paid activity of limited duration, for an educational purpose and there is no guarantee, expressed or implied, that participation in such program will result in employment or an offer of employment for the student.

Both parties agree that no provision of this Agreement and the associated CBVE program shall interfere with Publix's policies.

The School and Publix agree that there are no third party beneficiaries to this Agreement.

RESPONSIBILITIES AND OBLIGATIONS OF THE SCHOOL

The School agrees to:

- (a) appoint a representative to act as the Program Administrator of this Agreement. The Program Administrator shall meet with Publix as necessary to ensure the effectiveness of this CBVE program.
- (b) appoint an Exceptional Student Education (ESE) teacher for students participating in the CBVE program. The ESE teacher shall be on site to provide continuous supervision, counsel, and instruction to the students in training at a Publix site according to the student's training plan.

- (c) require each CBVE student and his or her parent/guardian to acknowledge in writing that the student is a non-paid trainee in the CBVE program and that the student is at least sixteen (16) years of age, and to sign a waiver of liability. Copies of such written acknowledgements and waiver shall be provided to Publix.
- (d) provide transportation for the students to and from the Publix CBVE sites each day.
- (e) ensure that the CBVE program complies with all applicable laws, rules and regulations. Additionally, the School agrees that the Jessica Lunsford Act shall not apply to Publix or its associates involved in the CBVE program. In any event that the School, a court, or other regulatory body determines that the Jessica Lunsford Act applies to Publix or its associates involved in the CBVE program, Publix shall have the right to immediately terminate this Agreement with no further obligation.
- (f) inform each student of his/her responsibilities under this Agreement if nominated to participate in the CBVE program.
- (g) Providing liability insurance for off-site vocational training.
- (h) maintain and be responsible for all records relative to student performance.
- (i) rotate students to a different training position so that no student exceeds 120 total hours of training in any single position. If mastery occurs before the end of such period of time, the student will be placed in a different training position.

The School warrants that the CBVE program is designed and executed in such a manner that students are NOT classified as employees in accordance with the Fair Labor Standards Act ("FLSA") criteria and that students are NOT paid for their participation or activities in the CBVE program.

The School expressly acknowledges and confirms to Publix that neither the School nor any student, employee, agent or contractor of the School shall ever be entitled to any benefits provided by Publix, including, without limitation, workers' compensation insurance, unemployment insurance, hospitalization and major medical insurance, or the like, and that the School shall be solely responsible for its students, employees, agents or contractors at any time utilized by the School in the performance of the CBVE program hereunder.

RESPONSIBILITIES AND OBLIGATIONS OF PUBLIX

Publix agrees to:

- (a) appoint a Publix representative who will work with the School to fulfill mutually agreed upon learning experiences for participating ESE students.
- (b) identify Publix associates to serve as role-model trainers for the ESE students.
- (c) identify training experiences for ESE students and provide on-site training in the mutually agreed to training areas with the assistance of the assigned ESE teacher.
- (d) provide input to the ESE teacher using School forms for purpose of evaluating student performance and evaluating the CBVE program results.

INSURANCE AND INDEMNITY

As provided for under common law, and to the extent specifically authorized by applicable law, including but not limited to the monetary limitations and defenses provided for in Section 768.28, F.S., each of parties to this agreement hereby agrees to indemnify and hold the other party harmless from and against all damages of any nature whatsoever which are caused or materially contributed to by the negligent acts of any officer, employee, and agent or other representative of the indemnifying party and which are not caused or materially contributed to by any officer, employee, agent or other representative of the indemnified party. It is further agreed that the liability and exposure for indemnification (including, but not limited to the monetary amounts of any indemnification owed by a governmental entity) will be limited to and governed by the provisions of applicable law.

The School agrees to maintain a comprehensive general liability and worker's compensation insurance coverage, or similar coverage via a self-insurance program, in accordance with applicable law.

NOTICE

All notices to Publix shall be directed to the Publix representative signing below at the address set forth below the signature line with a copy to Publix Super Markets, Inc., P.O. Box 407, Lakeland, FL 33802-0407, ATTN: General Counsel. Notices to the School shall be directed to the Program Administrator at the address set forth below the signature line.

ENTIRE AGREEMENT

This contract represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of contractual provisions are valid only if in writing and signed by both parties to this Agreement.

PUBLIX SUPER MARKETS, INC.

THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

By: Alison Mibili-Smith
an authorized representative

By: _____
Chairperson

Name: ALISON MIBILI-SMITH

Title: VP TALENT + ORGANIZATIONAL DEV.

Date: 12-21-15

Date: _____

Address: 3300 Publix Corp Pkwy
Lakeland, FL 33811

Address: 301 Fourth Street S.W.
Largo, FL 33770

ATTEST: _____

Superintendent

Approved as to form:

Heather Wallace

Office of School Board Attorney

ADOPTED

REQUEST FOR APPROVAL (ID # 5600)

February 9, 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 1, 10, 11 and 15) as of August 19, 2015, 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 August 19, 2015. This date establishes the beginning of the school district's responsibilities for maintenance, cleaning, and insurance for this portion of the work. Warranties for this portion of the work shall commence per contract terms and the school district is responsible for oversight of warranty claims. A punch list of work to be completed or corrected was made on the date of substantial completion and such work must be complete before final acceptance. A copy of the substantial completion form is attached.

STRATEGIC DIRECTION: Effective & Efficient Use of Resources

ALTERNATIVES:

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

RECOMMENDATION:

Alternative No. 1 is recommended.

RATIONALE:

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

FINANCIAL IMPACT:

There is no financial impact to the district.

DATA SOURCES:

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, Bldgs 1,10,11,15 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 1111 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 I services for HVAC Renovation and ceiling/lighting replacement for buildings 1,10, 11, & 15.

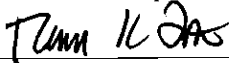
The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with 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
See Final Closeout Documents	8/27/2015
Advanced Systems Engineering	8/27/2015
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: \$ _____

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.		12/23/15
CONTRACTOR	BY <i>(Signature)</i>	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~~ (date). 8-19-15 9:25

Pinellas County Schools	_____	_____
OWNER	BY <i>(Signature)</i>	DATE

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

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

ADOPTED

REQUEST FOR APPROVAL (ID # 5601)

February 9, 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 3) as of January 8, 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 January 8, 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 3 sub comp Form (PDF)

AIA[®] Document G704[™] – 2000

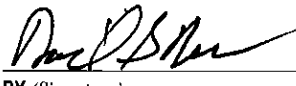
Certificate of Substantial Completion

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 II services for HVAC Renovation, including ceiling and lighting replacement, for building #3.

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.		1/8/2015
Advanced Systems Engineering		1/8/2015
ARCHITECT	BY <i>(Signature)</i>	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.
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~~ (date). 1/8/16 BMS

Pinellas County Schools
OWNER BY *(Signature)* DATE

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

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

ADOPTED

REQUEST FOR APPROVAL (ID # 5602)

February 9, 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 (Buildings 5 and 6) as of December 9, 2015, 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 December 9, 2015. This date establishes the beginning of the school district's responsibilities for maintenance, cleaning, and insurance for this portion of the work. Warranties for this portion of the work shall commence per contract terms and the school district is responsible for oversight of warranty claims. A punch list of work to be completed or corrected was made on the date of substantial completion and such work must be complete before final acceptance. A copy of the substantial completion form is attached.

STRATEGIC DIRECTION: Effective & Efficient Use of Resources

ALTERNATIVES:

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

RECOMMENDATION:

Alternative No. 1 is recommended.

RATIONALE:

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

FINANCIAL IMPACT:

There is no financial impact to the district.

DATA SOURCES:

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, Bldgs 5 and 6 sub comp Form (PDF)

ADOPTED

REQUEST FOR APPROVAL (ID # 5603)

February 9, 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 Renovations (Building 3) as of December 17, 2015 at Sawgrass Lake Elementary School, Project No. 9183

BACKGROUND:

The project architect has certified this project is substantially complete as of December 17, 2015. This date establishes the beginning of the school district's responsibilities for maintenance, cleaning, and insurance for this work. Warranties for this work shall commence per contract terms and the school district is responsible for oversight of warranty claims. A punch list of work to be completed or corrected was made on the date of substantial completion and such work must be complete before final acceptance. A copy of the substantial completion form is attached.

STRATEGIC DIRECTION: 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:

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:

Rich Gauvey, Senior Construction Coordinator
 Ali Rahgozar, ASR Engineering, Inc.
 Gus Garza, Air Mechanical & Service Corp.

SUBMITTED BY:

Clint Herbic, Associate Superintendent, Operational Services

ATTACHMENTS:

- Sawgrass Lake ES, proj 9183, Bldg 3 sub comp form (PDF)

AIA® Document G704™ – 2000

Certificate of Substantial Completion

PROJECT: <i>(Name and address)</i> Sawgrass Lake Elementary School 1815 77 th Avenue, North St. Petersburg, FL 33702	PROJECT NUMBER: 9183	OWNER <input checked="" type="checkbox"/>
	CONTRACT FOR: HVAC and lighting renovation	ARCHITECT <input type="checkbox"/>
	CONTRACT DATE: March 6, 2015	CONTRACTOR <input type="checkbox"/>
TO OWNER: <i>(Name and address)</i> Pinellas County School District WPSC 11111 S. Belcher Road Largo, FL. 33773	TO CONTRACTOR: <i>(Name and address)</i> Air Mechanical & Service Corp. 4311 West Ida Street Tampa, FL. 33614	FIELD <input type="checkbox"/>
		OTHER <input type="checkbox"/>

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:
 This is the substantial completion for building #3, which includes New A/C system, new ductwork, controls, piping and installation of casework, as well as, new ceiling and lighting.

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 1 Year Warranty	Date of Commencement December 17, 2015
<u>ASR Engineering Inc.</u> ARCHITECT	<u>December 17, 2015</u> 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.

<u>Air Mechanical & Service Corp.</u> CONTRACTOR	<u>December 17, 2015</u> DATE
---	----------------------------------

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at Pinellas County School District (time) on 12:30 (date).

<u>December 17, 2015</u> OWNER	<u>December 17, 2015</u> DATE
-----------------------------------	----------------------------------

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows: *(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)*

Attachment: Sawgrass Lake ES, proj 9183, Bldg 3 sub comp form (5603 : Req. Substantial Completion Bldg. 3 Sawgrass ES)

02/09/16 10:00 AM

Regular School Board Meeting301 Fourth Street SW
Largo, FL 33770**Pinellas County
Schools****ADOPTED****REQUEST FOR APPROVAL (ID # 5614)**

February 9, 2016

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval to Grant St. Petersburg College a Permanent Easement for Ingress and Egress to Their Property Adjacent to Madeira Beach Fundamental School

BACKGROUND:

On March 11, 2014, the Board granted St. Petersburg College (SPC) a Temporary Construction Easement for the purpose of ingress and egress to SPC property that abuts Madeira Beach Fundamental School. SPC intends to build and operate a Marine Science Educational Center on the site, and a permanent easement is now required to provide access to the site.

STRATEGIC DIRECTION: Effective and Efficient Use of Resources

ALTERNATIVES:

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

RECOMMENDATION:

Alternative No. 1 is recommended.

RATIONALE:

The easement area will allow both the school and St. Petersburg College ingress and egress to and from the Tom Stuart Causeway. SPC will be responsible for costs associated with maintenance to the drive way and the retention pond. Any utilities installed in the easement area will be the responsibility of the party that benefits from those utility connections. As part of this agreement, SPC will install a six foot chain link fence and a lockable double swing gate at their cost to ensure the security of the Madeira Beach Fundamental campus. SPC has agreed to limit the use of the easement during Madeira Beach Fundamental dismissal and drop off times as much as possible upon mutual agreement of the college and the school principal.

FINANCIAL IMPACT:

There is no financial impact to the district.

DATA SOURCES:

Heather Wallace, Assistant School Board Attorney
Charlene Beyer, Real Estate Analyst
Suzanne Gardner, St. Petersburg College
Brian Miles, St. Petersburg College

SUBMITTED BY:

Clint Herbic, Associate Superintendent, Operational Services

Request for Approval (ID # 5614)

Meeting of February 9, 2016

ATTACHMENTS:

- SPC Mad. Beach BayPinesEasementsSPC (PDF)

PREPARED BY:
The School Board of Pinellas County, Florida
301 4th Street SW
Largo, FL 33770

Sec. ____, Twp. ____, S Rge. ____

GRANT OF EASEMENT

This INDENTURE, made and entered into this ____ day of _____, 20____, between **THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA**, owner, whose address is 301 4th Street SW, Largo, Florida 33770 hereinafter "Grantor" and **THE BOARD OF TRUSTEES OF ST. PETERSBURG COLLEGE**, a state college and political subdivision of the State of Florida, whose mailing address is Box 13489, St. Petersburg, Florida, 33733, hereinafter "Grantee".

WITNESSETH:

1. For and in consideration of the sum of One Dollar and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants and transfers to the Grantee, its successors and assigns, the use of an easement on the property described in Exhibit "A" ("Easement Area") for the purpose of public access to the St. Petersburg College – Bay Pines property as described on Exhibit "B". This easement shall inure to the benefit of the respective parties and assigns, and shall constitute an easement appurtenant running with the land.

2. The drive constructed in the Easement Area will be available for use by both Grantor and Grantee and their invitees for pedestrian and vehicular ingress and egress to and from the Tom Stuart Causeway. The cost of maintenance of the drive constructed in the Easement Area will be borne exclusively by the Grantee. Any utilities installed in the Easement Area will be the responsibility of the party that benefits from those utility connections. Further, Grantor grants a temporary Construction Easement for the purpose of construction of a roadway on the Easement Area as depicted on the Exhibit "A", which shall expire and terminate thirty (30) days after project completion.

3. The western boundary of the easement shall be provided with a 6 foot chain link fence consisting of schedule 40 hot dipped galvanized line posts and 9ga. hot dipped galvanized fabric clad with black vinyl. The fence shall be installed as indicated on Exhibit C. Where the boundary intersects the roadway a 28 foot, lockable, double swing gate (two 14' gates) of like material with hold back devices shall be installed. The hours that the swing gate shall remain open and closed shall be mutually determined by the Grantor and Grantee.

4. Grantee will be solely responsible for maintenance of the retention pond that Grantee has constructed in the Easement Area, including, but not limited to, any periodic engineering certifications required by the Southwest Florida Water Management District.

5. Grantee agrees that Grantee will limit use of the Easement Area as much as possible during times of drop-off/dismissal at Madeira Beach Fundamental. Specifically, Grantee will endeavor to avoid, to the extent feasible, scheduling any events, classes or deliveries that would result in ingress/egress from Grantee's property during drop off and dismissal times.

6. Grantor hereby grants Grantee license to construct and maintain signage, including electronic signage, at the entrance to the Easement Area identifying the entrance to its Bay Pines educational site. All such signage shall be erected in accordance with local zoning codes and restrictions.

7. This Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Florida. If any covenant or provision of this Agreement shall be held illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and that this Agreement shall otherwise continue in full force and effect.

THIS GRANT OF EASEMENT shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on this ____ day of _____, 20____.

GRANTOR:

GRANTEE:

The School Board of Pinellas County, Florida

St. Petersburg College, Board of Trustees

By: _____
Chairperson

By: _____
President

Attest: _____
Superintendent

Attest: _____

Approved as to form:

Approved as to form:

Sharon J Wallace
School Board Attorney's Office

General Counsel

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was signed and acknowledged before me this ____ day of _____, 20____, by _____, Chairperson and _____, Superintendent.

NOTARY PUBLIC, STATE OF FLORIDA

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was signed and acknowledged before me this ____ day of _____, 20____, by _____, St. Petersburg College.

NOTARY PUBLIC, STATE OF FLORIDA

SCHEDULE A

DESCRIPTION:

A portion of Section 3, Township 31 South, Range 15 East, Pinellas County, Florida, being more particularly described as follows:

Commence at the center of Section 3, Township 31 South, Range 15 East; thence North 00°34'25" East, a distance of 139.31 feet along the North/South centerline of said Section 3 to the centerline of Welch Causeway (State Road 595, Section 15010-2512); thence South 41°58'57" West, a distance of 1219.97 feet along said centerline; thence departing said centerline, South 48°01'03" East, a distance of 50.00 feet to the most Northerly corner of the lands described in Official Records Book 1775, Page 141, Public records of Pinellas County, Florida; thence South 55°03'22" East, a distance of 53.19 feet along the Northeasterly line of said lands to the Southerly right of way line of said Welch Causeway, said point also being a point on a non-tangent curve concave Southeasterly, having a radius of 3744.72 feet, a central angle of 01°13'35" and a chord bearing of North 49°34'51" East; thence from a tangent bearing North 48°58'03" East, Northeasterly 80.15 feet along the arc of said curve; thence continue along said South line, North 55°25'04" East, a distance of 62.55 feet to the POINT OF BEGINNING; thence continue along said South line, North 55°25'04" East, a distance of 215.83 feet; thence South 45°56'51" East, a distance of 227.23 feet; thence South 39°58'33" West, a distance of 119.15 feet; thence North 64°22'59" West, a distance of 293.29 feet to the POINT OF BEGINNING.



Containing 0.94 acres, more or less.

SURVEYOR'S REPORT:

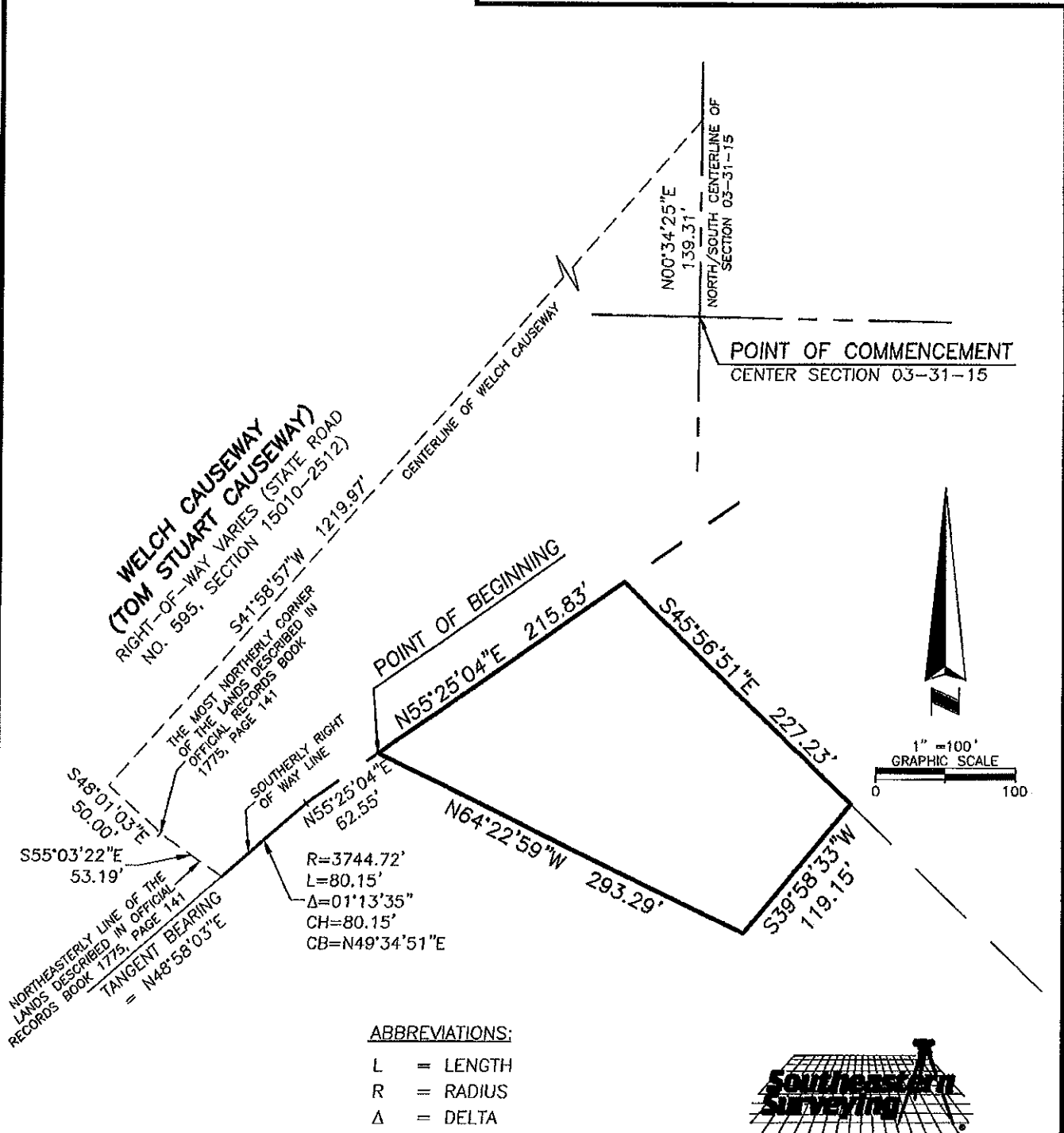
1. Bearings shown hereon are based on the Southerly right of way line of Welch Causeway, being North 55°25'04" East.

2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17.050-.052 requirements.

NOT VALID WITHOUT SHEET 2 OF 2

DESCRIPTION FOR St. Petersburg College	Date: August 17, 2015		REJ  SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 10770 North 46th Street, Suite C-200 Tampa, Florida 33617 (813) 898-2711 Certification Number LB2108 Email: www.southeasternsurveying.com  CHARLES M. ARNETT Registered Land Surveyor Number 6884
	Job Number: 56236	Scale: 1" = 100'	
	Chapter 5J-17.050-.052, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY.		
SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH			56236010

SKETCH OF DESCRIPTION



- ABBREVIATIONS:**
- L = LENGTH
 - R = RADIUS
 - Δ = DELTA
 - CH = CHORD
 - CB = CHORD BEARING



SOUTHEASTERN SURVEYING AND MAPPING CORPORATION
 10770 North 46th Street, Suite C-300
 Tampa, Florida 33617
 (813) 898-2711 Certification Number LB2108
 e-mail: www.southeasternsurveying.com

Drawing Number 56236010
 Date: 08/17/2015
 Sheet 2 of 2
 See Sheet 1 for Description & Surveyors Report

NOT VALID WITHOUT SHEET 1
 THIS IS NOT A SURVEY

EXHIBIT C

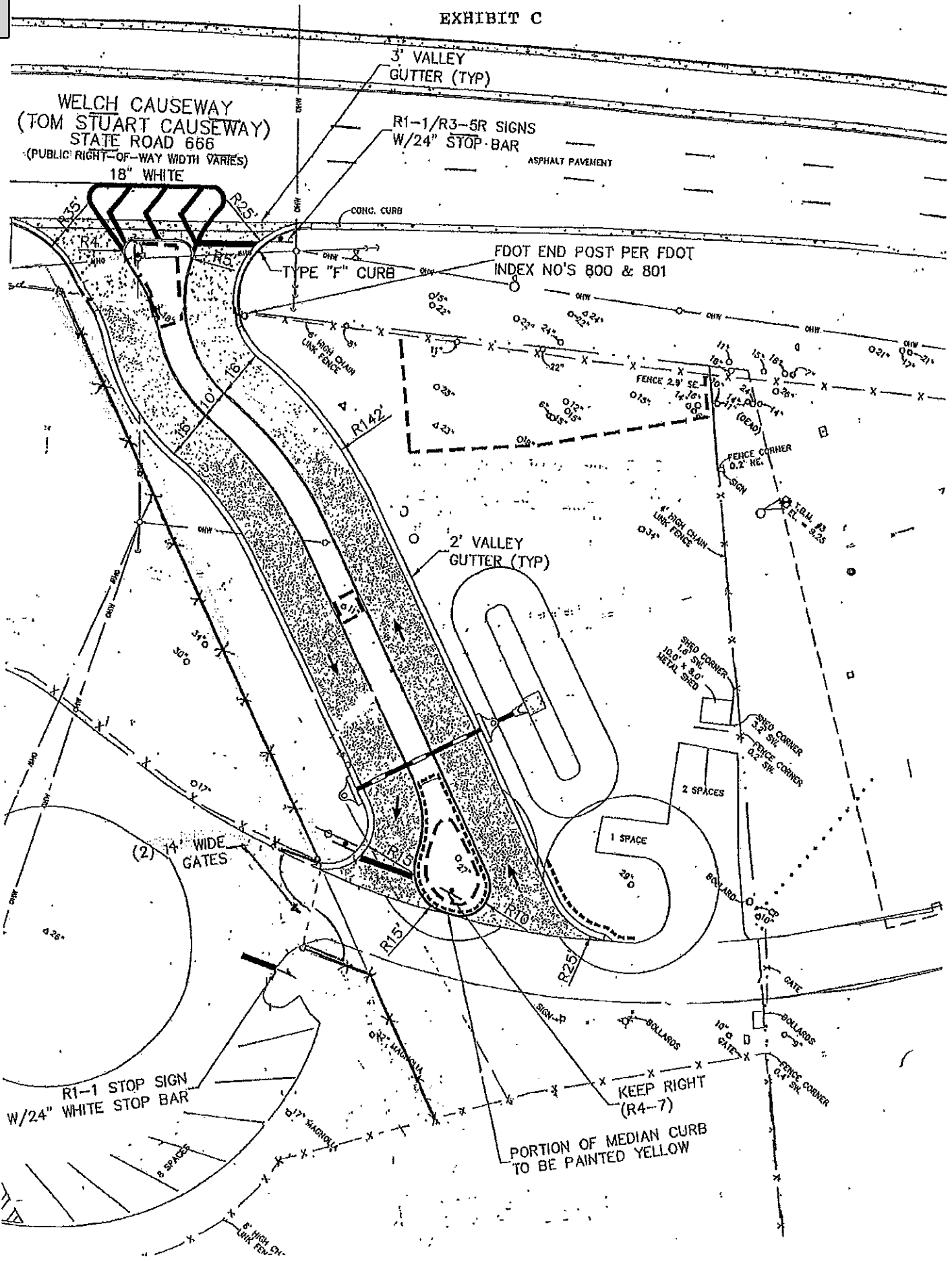


EXHIBIT B

SCHEDULE A

DESCRIPTION:

A portion of Section 3, Township 31 South, Range 15 East, Pinellas County, Florida, being more particularly described as follows:

Commence at the center of Section 3, Township 31 South, Range 15 East; thence North 00°34'25" East, a distance of 139.31 feet along the North/South centerline of said Section 3 to the centerline of Welch Causeway (State Road 595, Section 15010-2512); thence South 41°58'57" West, a distance of 1219.97 feet along said centerline; thence departing said centerline, South 48°01'03" East, a distance of 50.00 feet to the most Northerly corner of the lands described in Official Records Book 1775, Page 141, Public records of Pinellas County, Florida; thence South 55°03'22" East, a distance of 53.19 feet along the Northeasterly line of said lands to the Southerly right of way line of said Welch Causeway, said point also being a point on a non-tangent curve concave Southeasterly, having a radius of 3744.72 feet, a central angle of 01°13'35" and a chord bearing of North 49°34'51" East; thence from a tangent bearing North 48°58'03" East, Northeasterly 80.15 feet along the arc of said curve; thence continue along said South line, North 55°25'04" East, a distance of 62.55 feet to the POINT OF BEGINNING; thence continue along said South line, North 55°25'04" East, a distance of 215.83 feet; thence South 45°56'51" East, a distance of 227.23 feet; thence South 39°58'33" West, a distance of 119.15 feet; thence North 64°22'59" West, a distance of 293.29 feet to the POINT OF BEGINNING.

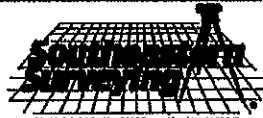

Containing 0.94 acres, more or less.

SURVEYOR'S REPORT:

1. Bearings shown hereon are based on the Southerly right of way line of Welch Causeway, being North 55°25'04" East.

2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17.050-.052 requirements.

NOT VALID WITHOUT SHEET 2 OF 2

DESCRIPTION FOR St. Petersburg College	Date: August 17, 2015		REJ  SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 10770 North 40th Street, Suite C-300 Tampa, Florida 33617 (813) 898-2711 Certification Number LBR109 Email: www.seasurveying.com  CHARLES M. ARNETT Registered Land Surveyor Number 6804
	Job Number: 56236	Scale: 1" = 100'	
	Chapter 5J-17.050-.052, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY.		
SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH			56236010

ADOPTED

REQUEST FOR APPROVAL (ID # 5607)

February 9, 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 district's surplus equipment.

RECOMMENDATION:

Alternative No. 1 is recommended.

RATIONALE:

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

FINANCIAL IMPACT:

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

DATA SOURCES:

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

SUBMITTED BY:

Clint Herbic, Associate Superintendent, Operational Services

ATTACHMENTS:

- Warehouse Auction - SELL (PDF)

ADOPTED

REQUEST FOR APPROVAL (ID # 5608)

February 9, 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 Obsolete - Cannibalize Scrap items (PDF)
- Warehouse Recycle-Cann-Scrap items 2-9-16 (PDF)

Recycled Property Tagged Items for Board Approval

Property Tag #	Item Description	Property Tag #	Item Description	Property Tag #	Item Description	Property Tag #	Item Description
006-4307	TV	032-3095	Multiplexer	035-6051	Multiplexer	036-6117	Netbook
006-5548	Projection Sys	032-3095	Multiplexer	035-6053	Multiplexer	036-6118	Netbook
009-2644	Projector	032-3096	Multiplexer	035-6792	CPU	036-6119	Netbook
012-7060	Projector	032-3579	Hub	035-6793	CPU	036-6120	Netbook
014-0280	Projector	032-3580	Hub	035-6794	CPU	036-6121	Netbook
015-1715	Monitor	032-3585	CCTV	035-6797	CPU	036-6122	Netbook
019-2648	Projector	032-3588	CCTV	035-6799	CPU	036-6123	Netbook
019-8554	TV	032-3589	CCTV	035-6801	CPU	036-6124	Netbook
020-4124	VCR	033-0986	Multiplexer	035-6802	CPU	036-6125	Netbook
020-6174	TV	033-4289	Cart	035-6803	CPU	036-6126	Netbook
022-0142	TV/VCR Comb	033-4290	CPU	035-6805	CPU	036-6127	Netbook
025-9146	Projector	033-5896	Hub	035-6807	CPU	036-6128	Netbook
026-6750	CPU	033-5898	CCTV	035-6808	CPU	036-6129	Netbook
027-0781	CPU	033-5899	CCTV	035-6810	CPU	036-6130	Netbook
027-9701	Video Printer	033-6188	Projector	035-6811	CPU	036-6131	Netbook
028-5403	Projector	034-1843	Multiplexer	035-6812	CPU	036-6132	Netbook
030-2162	CCTV	034-1844	Multiplexer	035-6813	CPU	036-6133	Netbook
030-2733	Multiplexer	034-1855	Multiplexer	035-6814	CPU	036-6134	Netbook
030-2735	Multiplexer	034-4560	Vid. Recorder	035-6815	CPU	036-7138	Netbook
030-4716	CCTV	034-4561	Vid. Recorder	035-6817	CPU	036-7174	Netbook
030-4717	CCTV	034-4686	CPU	035-6818	CPU	037-1205	Laptop
030-4718	CCTV	034-5485	Printer	035-6819	CPU	037-1253	Printer
030-4719	CCTV	034-7292	Recorder	035-6820	CPU	037-1455	Laptop
030-6031	CPU	034-9604	Cart	035-8218	Printer	037-1801	CPU
030-8172	CCTV	034-9729	Laptop	035-8223	CPU	037-1802	CPU
030-8405	CPU	034-9754	Laptop	035-9904	Presenter	037-1803	CPU
030-9161	Printer	034-9849	Laptop	036-1318	Laptop	037-1805	CPU
030-9175	Printer	034-9851	Laptop	036-1325	Laptop	037-1806	CPU
031-3682	Projector	035-2554	Projector	036-1906	CPU	037-1807	CPU
031-6911	Projector	035-2970	CPU	036-2648	DVR	037-1808	CPU
031-9372	Video Recorder	035-3258	CCTV	036-4430	Hub	037-1809	CPU
031-9738	CCTV	035-3259	Recorder	036-4430	Hub	037-1814	CPU
032-0258	Projector	035-3529	CPS	036-4644	Printer	037-1815	CPU
032-1681	CCTV	035-3922	Projector	036-6113	Netbook	037-1817	CPU
032-1682	CCTV	035-5349	Recorder	036-6114	Netbook	037-2019	Projector
032-2695	CCTV	035-5353	Multiplexer	036-6115	Netbook	037-2020	Projector
032-3094	Multiplexer	035-6040	CCTV	036-6116	Netbook	037-2029	Doc. Camera

Attachment: Warehouse Recycle-Cann-Scrap items 2-9-16 (5608 : Request Approval to Recycle, Cannibalize, Scrap Obsolete)

Recycled Property Tagged Items for Board Approval

Property Tag #	Item Description	Property Tag #	Item Description	Property Tag #	Item Description	Property Tag #	Item Description
037-2135	Netbook	037-5043	Laptop	300-0313	Netbook		
037-2138	Netbook	037-6655	DVR	300-0314	Netbook		
037-2163	Doc. Camera	037-7756	Printer	300-0315	Netbook		
037-2164	Doc. Camera	037-7762	Printer	300-0316	Netbook		
037-2166	Projector	037-8006	Printer	300-0914	IPAD		
037-2169	Projector	037-8898	Netbook	300-6003	CPU		
037-2170	Projector	038-0135	Surveillance	300-6005	CPU		
037-2171	Projector	038-1281	Vid. Recorder	305-5698	CPU		
037-2177	Doc. Camera	038-1291	Vid. Recorder	307-4277	Netbook		
037-2373	Laptop	038-6729	Laminator	911-2221	Laptop		
037-2377	Laptop	038-8755	Netbook	911-2309	Laptop		
037-2388	Laptop	038-8782	Netbook	911-2311	Laptop		
037-2390	Laptop	038-8805	Netbook	911-2314	Laptop		
037-2395	Laptop	039-0127	CPU	911-2317	Laptop		
037-2473	Laptop	039-0767	Laptop				
037-2535	CPU	040-3032	CPU				
037-2828	Netbook	040-4217	Laptop				
037-2829	Netbook	040-4219	Laptop				
037-2834	Netbook	040-6192	Laptop				
037-2835	Netbook	040-6197	Laptop				
037-2836	Netbook	040-6206	Laptop				
037-2838	Netbook	040-9067	DVR				
037-2840	Netbook	041-8016	Laptop				
037-2842	Netbook	041-8020	Laptop				
037-2843	Netbook	041-8039	Laptop				
037-2844	Netbook	041-8960	Laptop				
037-2845	Netbook	041-8996	Laptop				
037-2846	Netbook	041-9002	Laptop				
037-2847	Netbook	042-1964	Laptop				
037-2853	Netbook	042-5291	Laptop				
037-2854	Netbook	300-0068	Netbook				
037-2855	Netbook	300-0216	Netbook				
037-2856	Netbook	300-0269	Netbook				
037-2857	Netbook	300-0270	Netbook				
037-2866	Netbook	300-0274	Netbook				
037-3431	Laptop	300-0279	Netbook				
037-3434	Laptop	300-0300	Netbook				

Attachment: Warehouse Recycle-Cann-Scrap items 2-9-16 (5608 : Request Approval to Recycle, Cannibalize, Scrap Obsolete)

ADOPTED

REQUEST FOR APPROVAL (ID # 5598)

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

ATTACHMENTS:

- Bids 2-9-16 (PDF)

PURCHASING AGENDA SUMMARY

February 9, 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
16-405-094	Fuels: Gasoline & Diesel	LRB	1 yr.	Vehicle Maintenance Dept. Wade Hutchins	0100/5800		Petroleum Traders Corporation James River Solutions	unknown	5,500,000.00 (estimate)	
16-070-122	Medium/Heavy Duty Trucks & Bus, Refrigerated Trailer	LRB	N/A	Pinellas Technical College Mark Hunt	01500/5750	9902	National Bus Sales, Inc. Tampa Truck Center SelecTrucks of Tampa	200,000.00 64,900.00 43,000.00	307,900.00	
16-615-067	Classroom & Office Supplies	LRB	1 yr.	WPSC Warehouse Joe Zihala	0100/5800		AFP Industries, Inc. Canadian HIP Industries Pyramid School Products School Specialty Smith Office & Computer Supply Standard Stationery Supply Co.	7,517.00 1,597.00 24,455.00 10,188.00 7,830.00 11,620.00	63,207.00	
16-285-109-RN	Electric Supplies	RN	1 yr.	Maintenance Dept. Rodger Williams	0100/5370		CED Raybro Electric Supplies Electric Supply, Inc. Mayer Electric Supply Co., Inc	unknown	1,000,000.00 (estimate)	

*Key to Fund Sources:

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

Key to Categorical Sources:

XX: Referendum Funds

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Packet Pg. 158

Attachment: Bids 2-9-16 (5598 : Bids)

PURCHASING AGENDA SUMMARY

February 9, 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
16-285-110-RN	Square D Electric Supplies	RN	1 yr.	Maintenance Dept. Rodger Williams	0100/5370		CED Raybro Electric Supplies	500,000.00	500,000.00 (estimate)	
16-961-121-SS	Sole Source AVID Registrations	SS	N/A	Advanced Studies & Academic Excellence Dept. Judy Vigue	0100/6030	2644/4441	AVID Center	78,300.00	78,300.00	Rationale: AVID Center is a non-profit educational corporation and the developer and sole source distributor of the AVID program.
16-205-105-SS	Sole Source Online Learning System	SS	1 yr.	Pinellas Technical College Arlene Corbin	0150/4541		Blackboard, Inc.	61,036.08	61,036.08	Rationale: The vendor is the only authorized distributor of the ANGEL Learning Management System and holds the copyrights to all software and materials used in the system.

*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

0916agensum.doc)

Packet Pg. 159

Attachment: Bids 2-9-16 (5598 : Bids)

11.15.a

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

11.15.a

School Board Meeting of: February 9, 2016

Bid No: 16-405-094

Bid Title: Fuels: Gasoline & Diesel

Original Bid No: N/A

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

Agenda Item Categories:

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

Contract Period: 2/09/16 thru 02/08/17 N/A - One Time Purchase

Contract Value: \$ 5,500,000.00

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: 2, 6-months, 1 - year.

* Rationale/Reason

Reason for Submittal to Board Under Separate Cover:

Bidders Solicited: 42 Bids Received: 5 Late Bids: 0 Rejected Bids: 0 N/A - Bids Not Required

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

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

Recommended award by vendor as follows: (see attached)

Attachment: Bids 2-9-16 (5598 : Bids)

Provide and deliver **Gasoline and Diesel** fuels on an as needed basis county wide, at a fixed fee above the OPIS daily rack average, Tampa Pad 1 Terminal cost per gallon for these fuel commodities. A Tank wagon load is approximately 300-4,000 gallons. A Transport load is approximately 7,000-7,500 gallons.

Note: This is a jointly awarded bid to two suppliers as per the fixed fee pricing listed below.

In the event that neither of the awarded suppliers is able to provide fuel when needed and in the amounts requested, the Pinellas School District reserves the right to purchase fuel from an alternate supplier.

JAMES RIVER SOLUTIONS (V-33131)

	Fixed Fee / Gallon	Fixed Fee / Gallon	Fixed Fee / Gallon	Fixed Fee / Gallon
Fuel Type	87 Octane Gasoline 10% Ethanol Blend	89 Octane Gasoline 10% Ethanol Blend	No. 2 Ultra Low-Sulfur Diesel (UNDYED)	No. 2 Ultra Low-Sulfur Diesel (RED DYED)
↓ Load Type ↓	↓	↓	↓	↓
Tank Wagon: (OPIS)	\$0.0930	\$0.0930	\$0.0930	\$0.0930
Transport: (OPIS)	\$0.0165	\$0.0165	\$-0.0179	\$-0.0179

PETROLEUM TRADERS CORPORATION (V-9596)

	Fixed Fee / Gallon	Fixed Fee / Gallon	Fixed Fee / Gallon	Fixed Fee / Gallon
Fuel Type	87 Octane Gasoline 10% Ethanol Blend	89 Octane Gasoline 10% Ethanol Blend	No. 2 Ultra Low-Sulfur Diesel (UNDYED)	No. 2 Ultra Low-Sulfur Diesel (RED DYED)
↓ Load Type ↓	↓	↓	↓	↓
Tank Wagon: (OPIS)	\$0.1800	\$0.1800	\$0.1800	\$0.1800
Transport: (OPIS)	\$-0.0082	\$-0.0122	\$-0.0261	\$-0.0261

Attachment: Bids 2-9-16 (5598 : Bids)

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

11.15.a

School Board Meeting of: February 9, 2016

Bid No: 16-070-122

Bid Title: Medium/Heavy Duty Trucks & Bus, Refrigerated Trailer

Original Bid No: N/A

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

Agenda Item Categories:

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

Contract Period: thru [X] N/A - One Time Purchase

Contract Value: \$ 307,900.00

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

[] Reason for Submittal to Board Under Separate Cover:

Bidders Solicited: 85 Bids Received: 3 Late Bids: 0 Rejected Bids: 0 [] N/A - Bids Not Required

Submitted By: Linda M. Balcombe, CPPO, CPPB For: Pinellas Technical College - Clearwater Campus

Title: Director, Purchasing Department

Requested By: Mark Hunt Buyer: Jason O'Toole

Title: Executive Director, CTAE Department

Recommended award by vendor as follows: (see attached)

CATEGORY 1 – BUS/MOTORCOACH

NATIONAL BUS SALES, INC (V-TBD)

YEAR	2004
MAKE	MCI
MODEL	D4500
TRANSMISSION	ALLISON B-500 W/RETARDER
ENGINE	DETROIT DIESEL SERIES 60
AIR CONDITIONING	CARRIER
GVW	HEAVY 52,000
COST	\$200,000 DELIVERED TO CLEARWATER

INCLUDED:

Lavatory, enclosed overhead parcel racks with reading lights, right and left modesty panels, pass-through underbody luggage bays, wheelchair lift with 2 tie-down locations, kneeling system with high and low ride, safety package, tinted windows, driver shades, high-back reclining cloth seats with arm rests, driver’s 12-volt outlet, spare tire and wheel, roof hatch

REFURBISHMENT WORK DONE:

- All Body Work – No dings, dents or scratches
- Quality preparation with epoxy primers and urethane paint using upgraded paint scheme
- New updated exterior LED lighting package
- New aluminum alloy wheels
- New brakes, bearings, rotors, adjusters and calipers
- New shocks
- Undercarriage stripped to bare metal, treated with rust inhibitive primers, sealed and undercoated
- New luggage bay floors
- New entry flooring
- New interior fabric on seats, walls, and ceiling, with all seats in very good condition
- Interior trim in new or like new condition
- New tires
- New high-end REI AM/FM/CD/DVD with six new flat monitors
- Mechanical components repaired or replaced as needed including all mfg. updates
- Full service including all filters for fuel, oil, air system and A/C

WARRANTY: A three year/100,000 mile warranty on the engine, transmission, and differential that can be serviced nationwide by any qualified facility.

Attachment: Bids 2-9-16 (5598 : Bids)

CATEGORY 2 – SEMI-TRUCK/TRACTOR**SELECTRUCKS OF TAMPA (V-26251)**

YEAR	2011
MAKE	Freightliner CASCADIA Day-Cab
MODEL	CA12564ST
CAB	125" BBC Aluminum w/ Air Suspension
WHEELBASE	178"
ENGINE	Detroit DD13 - 12.8 liter @435HP
ENGINE BRAKE	Jake
EXHAUST	Single Vertical Stack
EMISSION SYSTEM	DPF Filter & SCR/DEF
TRANSMISSION	FRO-15210C - 10 Speed manual
FRONT AXLE	12,000 lb. with Power Steering
DRIVE AXLE	Meritor 40,000 lb. tandem
REAR AXLE RATIO	3.70
REAR SUSPENSION	40,000 lb. Air-Ride
FIFTH WHEEL	24" Air-Slide
FUEL TANK	Dual 80 gal (160 gallons total)
WHEELS	Ten (10) Steel Disc
TIRES	11R22.5 W/ REAR CAPS
CAB AIR CONDITIONING	Yes
SEATS	Hi-bac air (driver), Fixed (passenger)
TILT & TELESCOPING STEERING WHEEL	Yes
CAB EQUIPMENT	RH Power Mirror & Window
PAINT	Solid White
MILES	579,000
PRICE	\$43,000.00 FOB Tampa

Attachment: Bids 2-9-16 (5598 : Bids)

TAMPA TRUCK CENTER (V-26529)

YEAR	2013
MAKE	Freightliner CASCADIA 125 Tandem Axle Sleeper
ENGINE	Detroit DD15 - 6-CYLINDER @455HP
ENGINE BRAKE	Yes
EXHAUST	Single
TRANSMISSION	10 Speed manual
POWER STEERING	Yes
REAR AXLE RATIO	3.36
AXLE TYPE	TANDEM-AXLE
FRAME	Single
WHEELBASE	230"
TIRE TREAD	VIRGIN
AIR CONDITIONING	YES
CAB TYPE	CONVENTIONAL
INTERIOR COLOR	GREY
HEATED MIRROR	YES
GVW	HEAVY 52,000
ENGINE OPTIONS	CRUISE
FUEL	DIESEL TWO TANK
TRANSMISSION MAKE	FULLER FRO-16210b
OVERDRIVE	YES
REAR SPEC	MERITOR
LOCKING REARS	SINGLE/STD
AXLE WEIGHT	12,000/40,000
SUSPENSION	AIR
BRAKES	AIR
WHEELS	ALUMINUM
CAB/SLEEPER	70"
CAB STYLE	RAISED ROOF
EXT COLOR	RED
FAIRINGS	PARTIAL
COST	\$64,900.00

CATEGORY 3 – REFRIGERATED TRAILER

No bids received.

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

School Board Meeting of: February 9, 2016

Bid No: 16-615-067

Bid Title: Classroom & Office Supplies

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: 02/10/16 thru 02/09/17 N/A - One Time Purchase

Contract Value: \$ 63,207.00

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: 2, 6-months, 1 - year.

* Rationale/Reason

Reason for Submittal to Board Under Separate Cover:

Bidders Solicited: 32 Bids Received: 8 Late Bids: 0 Rejected Bids: 0 N/A - Bids Not Required

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

Requested By: Joe Zihala Buyer: Nancy Gaesser Title: Warehouse Coordinator

Recommended award by vendor as follows: (see attached)

ITEM NO.	QUAN./ U.O.M.	DESCRIPTION	TERMS ITEM #	UNIT PRICE	TOTAL PRICE	RECOMMENDED VENDOR
1.	3,000 each	Binder, Vinyl - 3-ring, 1" capacity, color: Blue, size: 8-1/2" x 11", Wilson-Jones #368-14NBL.	61566704	1.21	3,630.00	AFP Industries
2.	1,200 each	Binder, Vinyl - 3-ring, 1-1/2" capacity, color: Blue, size: 8-1/2" x 11", Wilson-Jones #368-34NBL.	61566698	1.52	1,824.00	AFP Industries
3.	600 each	Binder, Vinyl - 3-ring, 2" capacity, color: Black, size: 8-1/2" x 11", Wilson-Jones #368-44NB.	61566699	1.74	1,044.00	AFP Industries
4.	360 each	Binder, Vinyl - 3-ring, 3" capacity, color: Blue, size: 8-1/2" x 11", Wilson-Jones #368-49NBL.	61566706	2.83	1,018.80	AFP Industries
5.	3,000 each	Binder, Vinyl, View - 3-ring, 1-1/2" capacity, color: White, size: 8-1/2" x 11", School Smart 86391.	61566696	1.73	5,190.00	School Specialty
6.	1,800 each	Binder, Vinyl, View - 3-ring, 2" cap., color: White, size: 8-1/2" x 11", School Smart 86394.	61566697	2.01	3,618.00	School Specialty
7a.	1,200 pkg.	Binder Clips - Medium, 1-1/4" wide, 12/pkg., Imperial 1294-050.	61566072	.28	336.00	Canadian HIP Industries
7b.	1,200 pkg.	Binder Clips - Mini, 9/16" wide, 12/pkg., Leonard #BC01.	61566074	.19	228.00	Pyramid School Products
8.	1,800 btl.	Cleaner, White Board - 8 oz. spray bottle, White Board Wizard.	61566084	.94	1,692.00	Standard Stationery Supply
9.	1,200 each	Clipboard - Hardboard, letter size, 9" x 12.5", Pyramid #1162437.	61566000	.60	720.00	Pyramid School Products

Attachment: Bids 2-9-16 (5598 : Bids)

10.	120 boxes	Correction Fluid - Multipurpose, bond white, 22 ml/.74 oz. bottle, foam wedge applicator, 12/bx, Liquid Paper #56401	61566605	7.92	950.40	Pyramid School Products
11.	240 each	Correction Pen – All-purpose formula, 7 ml., fine needle tip & squeeze control, Liq. Paper #56201.	61666586	1.10	264.00	Pyramid School Products
12.	1,500 each	Correction Tape – Dispenser style, 1/6” x 394”, Corrector TC.983.	61566588	.45	675.00	Standard Stationery Supply
13.	2,400 each	Eraser, White Board – Soft pile eraser for dry erase surfaces, 5”x2”, washable, Standard T-104.	61529817	..28	672.00	Standard Stationery Supply
14.	120 pkg.	Finger Moistener – Non-toxic, odor-less, stainless formula, 1.75 oz., Lee Sortwick #10134.	61566014	1.89	226.80	Pyramid School Products
15a.	600 dozen	Highlighter Marker - Fluorescent yellow, lg. size, 12/box, Sanford Sharpie Accent #25025.	62066620	3.84	2,304.00	Pyramid School Products
15b.	360 dozen	Highlighter Marker - Fluorescent green, lg. size, 12/box, Sanford Sharpie Accent #25026.	62066621	3.84	1,382.40	Pyramid School Products
15c.	1 or more dozen	Highlighter Marker - Fluorescent pink, large size, 12/box, Sanford Sharpie Accent #25009.	62066623	3.84	3.84	Pyramid School Products
16.	1,200 sets	Highlighter Marker Set – Large size, 6-color set: Fl.yellow, Fl.pink, Fl.orange, Fl.green, Yellow, Turquoise, Sanford Sharpie #25076.	62066628	2.00	2,400.00	Smith Office & Computer Supply
17.	3,400 sets	Index, Ring Binder – Insertable dividers, 8.5”x11”, buff stock, 5 clear tabs, School Smart 81934.	61566702	.31	1,054.00	School Specialty
18.	500 sets	Markers – Fiber tip, 5-pac./4-color set, (black/2, blue, green, red), Sanford #30653	62066624	2.50	1,250.00	Smith Office & Computer Supply

19.	1,200 sets	Markers - White Board, dry erasable, 8 color set, bullet tip, LiquiMark 24800	62066622	2.20	2,640.00	Pyramid School Products
20.	1,200 dozen	Marker – White Board, dry erasable, Black, bullet tip, LiquiMark #24001	62066626	3.11	3,732.00	Pyramid School Products
21.	1 or more pkg.	Name Badges - Self-adhesive, "Hello, My Name Is", 2-5/16" x 3-3/8", Red, 100/pkg., Leonard #93535.	61566616	.75	.75	Pyramid School Products
22.	400 ctn.	Paper Clips, #1 - Smooth fin., 100/bx, 10 bx./ctn., Leonard #201E.	61566067	1.29	516.00	Pyramid School Products
23.	400 ctn.	Paper Clips, Jumbo - Smooth finish, 100/box, 10 bxs./ctn., Leonard #301E.	61566068	3.60	1,440.00	Pyramid School Products
24.	12 each	Paper Cutter - 15" square, commercial grade, guillotine style, w/guard, wood only , X-Acto #26615.	78529794	50.00	600.00	Smith Office & Computer Supply
25.	360 each	Paper Punch – 3-hole, Standard #3-1.	61530078	2.64	950.40	Standard Stationery Supply Co.
26.	360 each	Paper Punch – Single hole, ¼" hole, w/receptacle, Pyramid 111116.	61530080	.38	136.80	Pyramid School Products
27.	220 boxes	Pen, Ball Point - Black, soft grip, fine point, cap w/pocket clip, 12/box, Stickwriter #5700.	62066604	.574	126.28	Standard Stationery Supply Co.
28.	50 boxes	Pen, Ball Point – Same as above except Blue, Stickwriter #5700.	62066619	.574	28.70	Standard Stationery Supply Co.

Attachment: Bids 2-9-16 (5598 : Bids)

29.	120 boxes	Pen, Ball Point – Same as above except Red, Stickwriter #5700.	62066606	.574	68.88	Standard Stationery Supply Co.
30.	600 boxes	Pen, Ball Point - Black, soft grip, med. point, cap w/pocket clip, 12/box, Stickwriter #5700.	62066603	.574	344.40	Standard Stationery Supply Co.
31.	280 boxes	Pen, Ball Point - Blue, soft grip, med. point, cap w/pocket clip, 12/box, Stickwriter #5700.	62066618	.574	160.72	Standard Stationery Supply Co.
32.	50 doz.	Pen, Ball Point, Retractable – Black, fine point, Paper Mate #63801.	62066640	4.48	224.00	Smith Office & Computer Supply
33.	120 doz.	Pen, Ball Point, Retractable – Black, medium point, School Smart 1400761.	62066641	1.47	176.40	School Specialty
34.	120 doz.	Pencil, Colored – Red, with eraser, bonded lead, LiquiMark 63127	62029975	.87	104.40	Pyramid School Products
35.	7,500 doz.	Pencil, Grade #2 – Bonded lead, black graphite, with eraser, cedar encased, yellow finish, Perfect Point 224-2.	62029979	.458	3,435.00	Standard Stationery Supply Co.
36.	200 each	Pencil Sharpener - Multiple hole, X-Acto Boston KS #1031.	61530076	5.49	1,098.00	Pyramid School Products
37.	1,200 pkg.	Putty Adhesive - 2 oz., color: Blue, PowerTak, SA-3011B.	61566617	.424	508.20	Standard Stationery Supply Co.
38a.	600 boxes	Report Covers - 8-1/2" x 11", with pockets plus fasteners/eyelets, 25/box, color: Red. File Ez.	61566002	0.00	0.00	All Bid Rejected
38b.	600 boxes	Report Covers - 8-1/2" x 11", with pockets plus fasteners/eyelets, 25/box, color: Blue. File Ez.	61566003	0.00	0.00	All Bids Rejected

Attachment: Bids 2-9-16 (5598 : Bids)

38c.	240 boxes	Report Covers - 8-1/2" x 11", with pockets plus fasteners/eyelets, 25/box, color: Green. File Ez.	61566001	0.00	0.00	All Bids Rejected
39.	360 bags	Rubber Bands – Size #19, prem. pale crepe gold rubber, 1 lb. bag, Alliance #19.	61566010	2.27	817.20	Pyramid School Products
40.	120 each	Ruler, Meter Stick - Hardwood, School Smart 81902.	61530050	.91	109.20	School Specialty
41.	12 boxes	Ruler - 12" long, 1/16" scale, 36/box, hardwood, clear lacquer finish, single brass edge, Acme #10702.	61566602	5.07	60.84	Pyramid School Products
42.	10 boxes	Ruler - 18" long, 1/16-inch scale, 12/box, hardwood, clear lacquer finish, single brass edge, School Smart 81892.	61566600	4.08	40.80	School Specialty
43.	1,800 each	Scissors, Teachers – 5" hardened stainless steel blades, straight, molded handles, 8-1/4" overall, w/ plastic cover, EdgeE2000	61566520	.388	698.40	Standard Stationery Supply Co.
44.	300 pkg.	Self-Stick Notes - 3" x 5", yellow, 100 sheets/ pad, 12 pads/pkg. Leonard 33305.	61566632	2.96	888.00	Pyramid School Products
45.	1,000 pkg.	Self-Stick Notes - 3" x 3", yellow, 100 sheets/ pad, 12 pads/pkg., Leonard 33100.	61566614	1.96	1,960.00	Pyramid School Products
46.	600 pkg.	Self-Stick Notes - 1-1/2" x 2", yellow, 100/shts/pad, 12 pads/pkg., Leonard 33152.	61566615	.94	564.00	Pyramid School Products
47.	2,400 boxes	Sheet Protectors - Top loading, clear, for 8-1/2"x11" sheets, standard wt., 50/box, Pyramid #1111723.	61566630	1.43	3,432.00	Pyramid School Products

Attachment: Bids 2-9-16 (5598 : Bids)

48a.	150 each	Stamp Pad - Black, foam, size #1 (2.75"x 4.25"), Inkster 15Pxx.	61566576	.524	78.60	Standard Stationery Supply Co.
48b.	150 each	Stamp Pad - Red, foam, size #1 (2.75"x 4.25"), Inkster 15Pxx.	61566577	.524	78.60	Standard Stationery Supply Co.
49a.	20 each	Stamp Pad Ink - Black, 2 oz., roll-on, Azor 587.	61566578	.77	15.40	Pyramid School Products
49b.	20 each	Stamp Pad Ink - Red, 2 oz., roll-on, Azor 587.	61566579	.77	15.40	Pyramid School Products
50.	800 each	Staple Remover - Steel prongs with plastic grips, Imperial 18360.	61566571	.177	141.60	Canadian HIP Industries
51.	1,200 each	Stapler - Desk type, steel body, uses full strip standard staples, Bostitch #B440.	61566570	2.65	3,180.00	Smith Office & Computer Supply
52.	1,200 boxes	Staples, Standard - Premium chisel point only, 5M/box, 25 boxes/carton, Standard #STBC.	61566575	.398	477.60	Standard Stationery Supply Co.
53.	120 pkg.	Tabs - For hanging file folders, clear, 2", 25/pkg., Klearfax #01421.	61566243	.75	90.00	Pyramid School Products
54.	1,600 rolls	Tape, Clear - 1/2" x 1296", each roll sealed individ, Leonard 49712.	83266598	.26	416.00	Pyramid School Products
55.	3,000 rolls	Tape, Invisible - 3/4" x 1296", rolls sealed individ, Imperial 18801-3/4.	83266597	.373	1,119.00	Canadian HIP Industries
56.	1,200 rolls	Tape, Sealing - Clear, 2" x 110 yds., ClearStik PP-22110.	83229701	.85	1,020.00	Standard Stationery Supply
57.	750 each	Tape Dispenser - For pressure sensi-tive adhesive tape up to 3/4" wide, desk type, Standard C-38.	61566140	.784	588.00	Standard Stationery Supply Co.

Attachment: Bids 2-9-16 (5598 : Bids)

58.	80 each	Telephone Message Book - Carbon-less, duplicate, 400 sets/book, 4/page, book size 11" x 5-1/2", Tops #4003.	39698398	2.20	175.20	Smith Office & Computer Supply
59.	120 boxes	Thumb Tacks - #2 solid head, nickel plated, 3/8" dia., 100/bx, Standard TT-2.	61566601	.138	16.56	Standard Stationery Supply Co.
60.	60 each	Yardstick, 36" - 1/8" scale, hardwood, clear lacquer finish, School Smart 81899.	61530048	.68	40.80	School Specialty

The contract value stated is for the initial purchase; however, additional purchases may be made, utilizing the above unit prices, but the total cannot be estimated.

Total Award Summary by Vendor

AFP Industries, Inc.	\$ 7,517.00
Canadian HIP Industries	1,597.00
Pyramid School Products	24,455.00
School Specialty	10,188.00
Smith Office & Computer Supply	7,830.00
Standard Stationery Supply Co.	11,620.00
TOTAL	\$63,207.00

Attachment: Bids 2-9-16 (5598 : Bids)

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

11.15.a

School Board Meeting of: February 9, 2016

Bid No: 16-285-109-RN

Bid Title: Electrical Supplies

Original Bid No: 15-285-109

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

Agenda Item Categories:

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

Contract Period: 02/24/16 thru 02/23/17 N/A - One Time Purchase

Contract Value: \$ 1,000,000.00

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, 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 For: Maintenance Department
Title: Director, Purchasing Department

Requested By: Michael Hewett Buyer: Jason O'Toole
Title: Director, Maintenance Department

Recommended award by vendor as follows: (see attached)

Provide and deliver Electric Supplies per the awarded discounts to be deducted from the third column pricing as found in the Tra-Ser SX Electrical web-based system of the Trade Services Company. As stated in the bid each awarded vendor is to pay for one subscription to Tra-Ser SX for Pinellas District use, as a condition of their award.

ELECTRIC SUPPLY, INC. (V-736)
Category 1 - Conduit & Accessories

Section	Description	Brand Bid	Discount
A	Heavy Wall Conduit, 10 ft. length	As Shown on Tra-Ser	94%
B	Galvanized Rigid, 10 ft. length	As Shown on Tra-Ser	71.5%
C	Galvanized Rigid, PVC Coated, 10 ft. length	Permacote	94%
D	Aluminum Rigid Conduit, 10 ft. length	As Shown on Tra-Ser	68%
E	EMT (Electric Metallic Tubing), 10 ft. length	As Shown on Tra-Ser	75%
F	Flexible Conduit Metallic, 100 ft. roll	AFC	65%
G	Flexible Non-Metallic Conduit, 100 ft. roll	Carlton	84%
H	Liquid-tight Conduit, 100 ft. roll	AFC	55%
I	Schedule 40 PVC, 10 ft. length	Heritage	53%

MAYER ELECTRIC SUPPLY CO. INC. (V-2799)
Category 2 - Raceways & Accessories

Section	Description	Brand Bid	Discount
A	Wire/Plug Strips, Surface Raceways & Tele/Power Poles, and all accessories, Wiremold only	Wiremold	25%
B	Wire/Plug Strips, Surface Raceways & Tele/Power Poles, All other manufacturers	Mono-Systems	75%
C	All other sections including boxes, fittings, and other accessories	Wiremold	20%

ELECTRIC SUPPLY OF TAMPA, INC. (V-736)
Category 3 - Conduit Fittings & Accessories

Section	Description	Brand Bid	Discount
A	PVC Conduit Fittings and Boxes	Carlton	80%
B	Conduit Bodies	Killark	70%
C	Junction Boxes	Millbank	50%
D	Conduit Clamps, Straps, Expansion Couplings	T&B	80%
E	Steel Elbows, Couplings, Nipples	T&B	80%
F	Rigid Conduit Fittings	Conduit Pipe Products	54%
G	Steel Rigid Conduit Fittings	Arlington/Bridgeport	68%
H	Aluminum Conduit Fittings	T&B	65%
I	EMT (Electric Metallic Tubing) Fittings	T&B	85%
J	BX-Romex, S.E.C., Liquid-tight, Flex Fittings	Arlington	65%
K	Bodies (Condulets, Unilets, Etc.)	T&B	80%
L	Cast Boxes and FD Boxes	T&B	74%
M	Metal Outlet Boxes, all Covers & Bar Hangers, P Rings	T&B	67%
N	Channel, Strut & Fittings, Straps, Kindorf, Unistrut only	Kindorf	80%
O	Cable Tray and Accessories	United	85%
P	K.O. Seals, Reducing Washers, Reducing Bushings	Mulberry/Arlington	53%
Q	All other sections	T&B	90%

Attachment: Bids 2-9-16 (5598 : Bids)

Category 4 - Wire, Cord & Cable

Section	Description	Brand Bid	Discount
A	Copper Building Wire, THHN/THWN, 500 ft. spool	As Shown on Tra-Ser	65%
B	Armored Cable, Aluminum Copper Stranded Conductors, 250 ft. roll	As Shown on Tra-Ser	65%
C	Cord and Cable, 500 ft. roll	As Shown on Tra-Ser	65%
D	Bare Copper Wire, 100 ft. spool	As Shown on Tra-Ser	66%
E	Service Drop Cable – Aluminum, 500 ft.	As Shown on Tra-Ser	84%
F	Misc. Small Wire – Copper Fixture Wire/Thermostat Wire	As Shown on Tra-Ser	90%
G	All other sections	Genesis, Vericom, Belden	85%

MAYER ELECTRIC SUPPLY CO. INC. (V-2799)

Category 5 - Lighting/Lamps

Section	Description	Brand Bid	Discount
A	Incandescent Lamps, (GE Only)	Sylvania	86%
B	High Intensity Discharge Lamps (GE, Phillips, Sylvania)	Sylvania	86.1%
C	Miniature and Specialty Lamps (GE, Phillips, Sylvania)	Sylvania	85.7%
D	Fluorescent Lamps (GE, Phillips, Sylvania)	Sylvania	79.3%
E	Tungsten Halogen, Quartz, MR Type (GE, Phillips, Sylvania)	Sylvania	83.9%
F	LED Lamps (GE, Phillips, Sylvania)	Sylvania	85.5%
G	Induction Lamps (GE, Phillips, Sylvania)	Sylvania	80.5%
H	All other sections	Sylvania	85%

Category 6 - Emergency Lighting

Section	Description	Brand Bid	Discount
A	Emergency/Exit Lighting and Accessories (Hubbell Dual-Lite)	Hubbell, Dual-Lite	47%
B	Emergency / Exit lighting and Accessories Other Manufacturers	Various Brands	85%

Attachment: Bids 2-9-16 (5598 : Bids)

Category 7 - Indoor Lighting Fixtures

Section	Description	Brand Bid	Discount
A	Indoor Fluorescent Fixtures & Accessories (GE Ballast Only) Lithonia, Cooper/Metalux	Lithonia	50%
B	Indoor Fluorescent Fixtures & Accessories, 2 x 4 recessed whipped & lamped with matching G.E. lamps and ballasts only. Lithonia, Cooper/Metalux. #2GT8 3 28 A12 MVOLT 1/3 GEB101S PWS1836 LP841	Lithonia	70%
C	Indoor Fluorescent Fixtures & Accessories, 2 x 2 recessed whipped & lamped with matching G.E. lamps and ballasts only. Lithonia, Cooper/Metalux #2GT8 3 17 A12 MVOLT 1/3 GEB101S PWS1836 LP741	Lithonia	70%
D	Indoor Recessed LED Fixtures & Accessories G.E., Phillips, Sylvania	All Brands Shown	50%
E	Indoor Recessed Fluorescent Fixtures & Accessories G.E., Phillips, Sylvania	All Brands Shown	50%
F	Track Lighting Fixtures & Accessories	Lithonia	65%
G	Indoor High Intensity Discharge Fixtures & Accessories Lithonia, Cooper/Metalux	Lithonia	70%
H	Indoor Tungsten Halogen, Quartz Fixtures & Accessories G.E., Phillips, Sylvania, RAB	All Brands Shown	70%
I	Indoor LED Fixtures & Accessories G.E., Phillips, Sylvania, RAB	All Brands Shown	40%
J	Indoor Induction Fixtures & Accessories G.E., Phillips, Sylvania, RAB	As Brands Shown	90%

Note: Section H & J fixtures must include only G.E., Phillips, or Sylvania lamps supplied with the fixtures.

Category 8 – Outdoor Lighting Fixtures

Section	Description	Brand Bid	Discount
A	Outdoor Flood Lights, Heavy duty Fixtures & Accessories G.E., Phillips, Sylvania, RAB, Lithonia, Cooper/Metalux	All Brands Shown	50%
B	Outdoor HID Flood Fixtures & Accessories G.E., Phillips, Sylvania, RAB, Lithonia, Cooper/Metalux	All Brands Shown	41%
C	Outdoor LED Flood Fixtures & Accessories G.E., Phillips, Sylvania, RAB, Lithonia, Cooper/Metalux	All Brands Shown	40%
D	Outdoor Induction Flood Fixtures G.E., Phillips, Sylvania, RAB, Lithonia, Cooper/Metalux	All Brands Shown	90%
E	Aluminum Lighting Poles, Standards & Accessories	Hubbell	85%

ELECTRIC SUPPLY, INC. (V-736)

Category 9 – Lighting Fixtures, Kenall

Section	Description	Brand Bid	Discount
A	Kenall Fixtures and Accessories Only	Kenall	65.6%

Attachment: Bids 2-9-16 (5598 : Bids)

MAYER ELECTRIC SUPPLY CO. INC. (V-2799)**Category 10 – Ballasts**

Section	Description	Brand Bid	Discount
A	Magnetic Fluorescent Ballasts and Accessories	General Electric	90%
B	Electronic Fluorescent Ballasts and Accessories (GE Only)	General Electric	87%
C	HID Ballasts and Accessories (G.E., Phillips, Sylvania)	General Electric, Phillips	87%
D	LED Ballasts and Accessories (G.E., Phillips, Sylvania)	General Electric, Phillips	85%
E	Induction Ballasts and Accessories (G.E., Phillips, Sylvania)	General Electric, Phillips.	95%
F	Sign Ballasts and Accessories (G.E., Phillips, Sylvania)	General Electric, Phillips	75%
G	Photocells and Accessories (Intermatic)	Intermatic	52%
G1	Photocells and Accessories (Tork)	Tork	82%
H	Occupancy Sensors, Controls, and Accessories, Wattstopper Only	Wattstopper	44%
H1	Occupancy Sensors, Controls, and Accessories, All other Manufacturers	Various Brands	50%
I	All other Sections	General Electric	85%

Category 11– Distribution Equipment, G.E.

Section	Description	Brand Bid	Discount
A	Safety Switches	G.E. Distribution	65%
B	Circuit Breakers, Enclosures & Accessories	G.E. Distribution	70%
C	Panelboards & Switchboards	G.E. Distribution	79%
D	Meter Sockets & Metering Equipment	G.E. Distribution	80%
E	Enclosures, Wireway & Trough	G.E. Distribution	90%
F	Busway & Underfloor	G.E. Distribution	90%
G	Transformers, Conditioners, Filters & Accessories	G.E. Distribution	60%
H	All other Sections	G.E. Distribution	60%

Category 12 – Distribution Equipment, Eaton/Cutler Hammer

Section	Description	Brand Bid	Discount
A	Safety Switches	Cutler Hammer	65%
B	Circuit Breakers, Enclosures & Accessories	Cutler Hammer	70%
C	Panelboards & Switchboards	Cutler Hammer	80%
D	Meter Sockets & Metering Equipment	Cutler Hammer	90%
E	Enclosures, Wireway & Trough	Cutler Hammer	90%
F	Busway & Underfloor	Cutler Hammer	90%
G	Transformers, Conditioners, Filters & Accessories	Cutler Hammer	60%
H	All other Sections	Eaton/Cutler Hammer	50%

Category 13 – Distribution Equipment, Murray Electrical Products

Section	Description	Brand Bid	Discount
A	Safety Switches	Murray	65%
B	Circuit Breakers, Enclosures & Accessories	Murray	70%
C	Panelboards & Switchboards	Murray	75%
D	Meter Sockets & Metering Equipment	Murray	50%
E	Enclosures, Wireway & Trough	Murray	90%
F	Busway & Underfloor	Murray	90%
G	Transformers, Conditioners, Filters & Accessories	Murray	90%
H	All other Sections	Murray	50%

Category 14 – Distribution Equipment, Siemens/ITE

Section	Description	Brand Bid	Discount
A	Safety Switches	Siemens/ITE	65%
B	Circuit Breakers, Enclosures & Accessories	Siemens/ITE	70%
C	Panelboards & Switchboards	Siemens/ITE	78%
D	Meter Sockets & Metering Equipment	Siemens/ITE	80%
E	Enclosures, Wireway & Trough	Siemens/ITE	90%
F	Busway & Underfloor	Siemens/ITE	90%
G	Transformers, Conditioners, Filters & Accessories	Siemens/ITE	60%
H	All other Sections	Siemens/ITE	50%

Category 15 – Controls, Murray Electrical Products

Section	Description	Brand Bid	Discount
A	Contactors	Murray	40%
B	Drives and Accessories	Murray	80%
C	Starters	Murray	40%
D	Motor Starter Protectors	Murray	40%
E	Motor Load and Control Switches	Murray	40%
F	Motor Control Centers and Accessories	Murray	55%
G	Thermal Overload Heater Elements	Murray	50%
H	Contactor and Starter Renewal Parts	Murray	50%
I	Contactor and Starter Accessories	Murray	50%
J	Relays and Accessories	Murray	60%
K	Push Buttons, Pilot Lights, Selector Switches & acc.	Murray	60%
L	Control and Pendant Stations and Accessories	Murray	85%
M	Electro-mechanical Time Switches	Murray	85%
N	Electronic Time Switches	Murray	85%
O	Mechanical Time Switches	Murray	85%
P	Pneumatic Time Switches	Murray	85%
Q	Definite Purpose Time Switches	Murray	85%
R	Time Switch Accessories	Murray	85%
S	Pressure Switches	Murray	85%
T	Vacuum Switches	Murray	85%
U	Pressure and Vacuum Switch Accessories	Murray	85%
V	All other Sections	Murray	50%

Attachment: Bids 2-9-16 (5598 : Bids)

Category 16 – Controls, Eaton/Cutler Hammer

Section	Description	Brand Bid	Discount
A	Contactors	Eaton/Cutler Hammer	40%
B	Drives and Accessories	Eaton/Cutler Hammer	45%
C	Starters	Eaton/Cutler Hammer	40%
D	Motor Starter Protectors	Eaton/Cutler Hammer	40%
E	Motor Load and Control Switches	Eaton/Cutler Hammer	40%
F	Motor Control Centers and Accessories	Eaton/Cutler Hammer	40%
G	Thermal Overload Heater Elements	Eaton/Cutler Hammer	40%
H	Contactor and Starter Renewal Parts	Eaton/Cutler Hammer	40%
I	Contactor and Starter Accessories	Eaton/Cutler Hammer	40%
J	Relays and Accessories	Eaton/Cutler Hammer	50%
K	Push Buttons, Pilot Lights, Selector Switches & Acc.	Eaton/Cutler Hammer	60%
L	Control and Pendant Stations and Accessories	Eaton/Cutler Hammer	70%
M	Electro-mechanical Time Switches	Eaton/Cutler Hammer	89%
N	Electronic Time Switches	Eaton/Cutler Hammer	89%
O	Mechanical Time Switches	Eaton/Cutler Hammer	89%
P	Pneumatic Time Switches	Eaton/Cutler Hammer	89%
Q	Definite Purpose Time Switches	Eaton/Cutler Hammer	89%
R	Time Switch Accessories	Eaton/Cutler Hammer	89%
S	Pressure Switches	Eaton/Cutler Hammer	89%
T	Vacuum Switches	Eaton/Cutler Hammer	89%
U	Pressure and Vacuum Switch Accessories	Eaton/Cutler Hammer	89%
V	All other Sections	Eaton/Cutler Hammer	40%

Category 17 – Controls, Siemens/ITE

Section	Description	Brand Bid	Discount
A	Contactors	Siemens/ITE	40%
B	Drives and Accessories	Siemens/ITE	40%
C	Starters	Siemens/ITE	40%
D	Motor Starter Protectors	Siemens/ITE	40%
E	Motor Load and Control Switches	Siemens/ITE	40%
F	Motor Control Centers and Accessories	Siemens/ITE	40%
G	Thermal Overload Heater Elements	Siemens/ITE	40%
H	Contactor and Starter Renewal Parts	Siemens/ITE	40%
I	Contactor and Starter Accessories	Siemens/ITE	40%
J	Relays and Accessories	Siemens/ITE	40%
K	Push Buttons, Pilot Lights, Selector Switches & Acc.	Siemens/ITE	60%
L	Control and Pendant Stations and Accessories	Siemens/ITE	89%
M	Electro-mechanical Time Switches	Siemens/ITE	89%
N	Electronic Time Switches	Siemens/ITE	89%
O	Mechanical Time Switches	Siemens/ITE	89%
P	Pneumatic Time Switches	Siemens/ITE	89%
Q	Definite Purpose Time Switches	Siemens/ITE	89%
R	Time Switch Accessories	Siemens/ITE	89%
S	Pressure Switches	Siemens/ITE	89%
T	Vacuum Switches	Siemens/ITE	89%
U	Pressure and Vacuum Switch Accessories	Siemens/ITE	89%
V	All other Sections	Siemens/ITE	40%

Attachment: Bids 2-9-16 (5598 : Bids)

Category 18 – Controls, General Electric

Section	Description	Brand Bid	Discount
A	Contactors	G.E.	40%
B	Drives and Accessories	G.E.	40%
C	Starters	G.E.	40%
D	Motor Starter Protectors	G.E.	40%
E	Motor Load and Control Switches	G.E.	40%
F	Motor Control Centers and Accessories	G.E.	40%
G	Thermal Overload Heater Elements	G.E.	40%
H	Contactor and Starter Renewal Parts	G.E.	40%
I	Contactor and Starter Accessories	G.E.	40%
J	Relays and Accessories	G.E.	40%
K	Push Buttons, Pilot Lights, Selector Switches and Accessories	G.E.	60%
L	Control and Pendant Stations and Accessories	G.E.	89%
M	Electro-mechanical Time Switches	G.E.	89%
N	Electronic Time Switches	G.E.	89%
O	Mechanical Time Switches	G.E.	89%
P	Pneumatic Time Switches	G.E.	89%
Q	Definite Purpose Time Switches	G.E.	89%
R	Time Switch Accessories	G.E.	89%
S	Pressure Switches	G.E.	89%
T	Vacuum Switches	G.E.	89%
U	Pressure and Vacuum Switch Accessories	G.E.	89%
V	All other Sections	G.E.	40%

Category 19 – Wiring Devices

All devices to be Back and Side Wired, Heavy-Duty (Spec Grade) only

Section	Description	Brand Bid	Discount
A	General Purpose Switches	Hubbell / P&S	70%
B	Receptacles and Surge Protectors	Hubbell / P&S	55%
B1	GFI Receptacles	Hubbell / P&S	60%
B2	Surge Protection Receptacles, <u>without audible alarm.</u> Cooper #5350BLSBLU20A125VTVSS only	Cooper	40%
C	Plugs, Connectors, Inlets, Outlets, Lamp Holders	Hubbell / P&S	60%
D	Wall Plates and Covers, Stainless Steel only	Hubbell / P&S	65%
E	Pin and Sleeve Devices	Hubbell / P&S	50%
F	Combination Devices	Hubbell / P&S	95%
G	Dimmer Switches and Systems	Lutron	35%
H	Motion Sensing Devices	Hubbell / P&S	50%
I	Miscellaneous Wiring Devices	Hubbell	90%
J	Harsh Environment Wiring Devices	Hubbell / P&S	50%
K	Low Voltage Wiring Devices	G.E.	95%
L	Miniature and Appliance Wiring Devices	Hubbell / P&S	95%
M	Central Control Devices and Systems	Hubbell / P&S	95%
N	All other Sections	Hubbell / P&S	60%

ELECTRIC SUPPLY OF TAMPA, INC. (V-736)**Category 20 – Line Construction Materials**

Section	Description	Brand Bid	Discount
A	Residential (Portable Classroom) Lightning Arrestors (Ditek, LEA)	Ditek	45.4%
B	Entrance Caps and Service Mast Accessories (Metal Only)	Bridgeport	80%
C	Racks, Brackets, Insulators	Hubbell	31%
D	Ground Rods and Grounding Systems, grounding pigtails, ground bars, grounding clamps	Erico, T & B, Blackburn	35.5%
E	Pole Line and Distribution Hardware	Hubbell	44%
F	Guy Wire	Bekaert	91%
G	Distribution Equipment	Hubbell	44%
H	Miscellaneous	T&B	85%
I	All other Sections	T&B	85%

MAYER ELECTRIC SUPPLY CO. INC. (V-2799)**Category 21 – Builders Products**

Section	Description	Brand Bid	Discount
A	Kitchen Fans and Range Hoods	Nutone	40%
B	Chimes and Doorbell Buttons	Carlson	75%
C	Signal Transformers and Accessories	Edwards	43%
D	Hand Dryers & Accessories, excluding the Xlerator brand	American Hand Dryer	51%
E	All other Sections	Various Brands	60%

MAYER ELECTRIC SUPPLY CO. INC. (V-2799)**Category 22 – Miscellaneous**

Section	Description	Brand Bid	Discount
A	Distribution Fuses, (Bussmann, Fusetron, Gould Shawmut, Little Fuse)	Little Fuse	75%
B	Small Demission Fuses, (Bussmann, Fusetron, Gould Shawmut, Little Fuse)	Little Fuse	70%
C	Fuse Holders and Fuse Blocks (Bussmann, Fusetron, Gould Shawmut, Little Fuse)	Little Fuse	95%
D	Power Blocks and Distribution Power Blocks (Bussmann, Fusetron, Gould Shawmut, Little Fuse)	Little Fuse	95%
E	Clips, Reducers and Rejecters (Bussmann, Fusetron, Gould Shawmut, Little Fuse)	Little Fuse	95%
F	Bells, Sirens, Horns, Buzzers, Strobes	Federal Signal	27%
G	Solderless Connectors, Small	Burndy	55%
H	Solderless Connectors, Large	Burndy	55%
I	Splicing and Terminating Kits	3M	60%
J	Fixture Connectors (Ideal Products)	Ideal Products	40%
K	Wire Nuts (Ideal Products)	Ideal Products	50%

L	Markers	3M	60%
M	Electrical Tape (3M)	3M	25%
N	Insulating Material	3M	85%
O	Terminal Blocks and Accessories	Ideal Products	75%
P	Fastening Hardware	Peco Fasteners	80%
Q	Retractable Cable Reels	Daniel Woodhead	75%
R	Industrial and Commercial Fans	Emerson	70%
S	Fan Speed Switches and Controls	Emerson	50%
T	Motors	G.E.	70%
U	Wire Pulling Lube, Duct Seal (Firestop, Penetrox)	Penetrox	70%
V	All other Sections	Various Brands	40%

ELECTRIC SUPPLY, INC. (V-736)

Category 23 – Time Switches & Photo Cells

Section	Description	Brand Bid	Discount
A	Electro-mechanical Time Switches	Intermatic	52%
B	Electronic Time Switches	Intermatic	30%
C	Mechanical Time Switches	Intermatic	85%
D	Time Switch Accessories	Intermatic	85%
E	All other Manufacturers (Tork, Paragon)	Tork	55%

Category 24 – Additional Manufacturer Brands

This category was awarded by individual section to the factory authorized distributor offering the highest discount for the brand listed:

CED / RAYBRO ELECTRIC SUPPLIES (V-3492)

MAYER ELECTRIC SUPPLY CO. INC. (V-2799)

ELECTRIC SUPPLY, INC. (V-736)

Section	Description	PCSB TERMS Vendor Number	Discount
A	Allen-Bradley , Control & Distribution Products	V-2799	15%
B	Crouse-Hinds , Control & Distribution Products	V-2799	40%
C	Furnas , Control & Distribution Products	V-2799	45%
E	Madison	V-3492	36%
F	Panduit	V-2799	50%
G	McGill	V-2799	70%
H	Rib/Relay #5LE37, #5LE36, RIBMUIS	V-736	42%

Attachment: Bids 2-9-16 (5598 : Bids)

PURCHASING AGENDA ITEM

School Board of Pinellas County, Florida

11.15.a

School Board Meeting of: February 9, 2016

Bid No: 16-285-110-RN

Bid Title: Square D® Electrical Supplies

Original Bid No: 15-285-110

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: 03/10/16 thru 03/09/17 N/A - One Time Purchase

Contract Value: \$ 500,000.00

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

Renewal Options:

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

*** Rationale/Reason**

Reason for Submittal to Board Under Separate Cover:

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

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

Requested By: Michael Hewett **Buyer:** Jason O'Toole
Title: Director, Maintenance Department

Recommended award by vendor as follows: (see attached)

CED/RAYBRO ELECTRIC SUPPLIES (V-3492)

Provide and deliver new authorized **Square D®** products on an as needed basis with **firm price multipliers** for the contract period. The net delivered cost of a contract item is determined by applying the vendor's bid contract multiplier to the manufacturer's current list price.

CONTROL PRODUCTS

CATEGORY	DISCOUNT SCHEDULE	DESCRIPTION	MULTIPLIER
1	CP1, CP1B	General Purpose Control, Definite Purpose	.4176
2	CP10	Motor Control Repair Parts	.4150
3	CP2	General Purpose Relays and Timers	.4200
4	CP7G	Class 9013 GHG Pressure Switches	.4730
5	CP7I	Pressure Switches	.4390
6	CP8	Control Transformers, Instrument Transformers, Electrical Transducers	.3900
7	I	Manual Pilot Devices (Including 22mm Push Buttons)	.3500
8	I11	Enclosed IEC, GV1/GV3 Integral & CMD	.3500
9	PM1, PLT, PL1T	Power Logic Monitoring & Power Monitoring Software	.5600

Attachment: Bids 2-9-16 (5598 : Bids)

DISTRIBUTION PRODUCTS

CATEGORY	DISCOUNT SCHEDULE	DESCRIPTION	MULTIPLIER
10	DE1, DE1A, DE1B, DE2, DE2A, DE2C, DE2E, DE3, DE3A, DE3C, DE3D, DE4, DE4A, DE5	Heavy Duty Switches, Double Throw Switches & Industrial Circuit Breaker Devices & Enclosures, General Duty Switches, B-Hubs, Surge Arresters, WIGGY Voltage Tester, Circuit Breaker Types QOB, QOU, I-LINE, I-LIMITER, Molded Case Circuit Breaker, Medium Voltage & SE Circuit Breaker, Equipment Ground Fault (GA,GC) Circuit Breaker Types QO, QOT, QOU, QOT, HOM & HOMT, Three Phase QO Load Centers, Single Phase QO Load Center And CSED	.2732
11	PE7, PE8, PE10	I-LINE/I-LINE II Busway I-LINE Plug-In Units, 100 Amp Busway & Plug-In Units, Plug-In Units For APD & SD Type Busway, POWER-ZONE Non-Segregated Bus, THE SUBWAY Under floor Duct, Cable Tray, Trench Duct, And Wall Duct	.1245
12	PE1, PE1A	Ready To Assemble Panel boards SPEED-D Switchboards, Enclosed Bolted Pressure Switches-Types BP, BLD, & TSG/W	.1500
13	PE2, PE2E	Enclosed PA, PX, PE & SE Circuit Breakers, Lighting & General Purpose Transformers, Wireway	.3579
14	PE9	THE SUBWAY Service Fittings, Poke-Thru Fittings, Nail plates And FIREGARD	.4275

Attachment: Bids 2-9-16 (5598 : Bids)

School Board Meeting of: **February 9, 2016**

Bid File No: 16-961-121-SS

Bid File Title: Sole Source AVID® Registrations

Contract Period: thru N/A - One Time Purchase

Contract Value: \$ 78,300.00

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

*** Rationale/Reason**

AVID® Center is a non-profit educational corporation and the developer and sole source distributor of the AVID® program.

Submitted By: Linda M. Balcombe, CPPO, CPPB **For:** 17 Secondary Schools
Title: Director, Purchasing Department

Requested By: Judith Vigue **Buyer:** Linda Balcombe
Title: Director, Advanced Studies and Academic Excellence

Recommended award by vendor as follows: (see attached)

Attachment: Bids 2-9-16 (5598 : Bids)

AVID CENTER

Provide 108 registrations for the AVID Summer Institute to be held in Tampa, FL on June 13-15, 2016 for the following schools. Schools may also choose to send additional staff using school based or Title 1 funding.

<u>SCHOOL</u>	<u>REGISTRATIONS</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
Azalea M/S	6	725.00	4,350.00
Bay Point M/S	6	725.00	4,350.00
Joseph Carwise M/S	6	725.00	4,350.00
Largo M/S	6	725.00	4,350.00
John Hopkins M/S	6	725.00	4,350.00
Morgan Fitzgerald M/S	6	725.00	4,350.00
Oak Grove M/S	6	725.00	4,350.00
Pinellas Park M/S	6	725.00	4,350.00
Safety Harbor M/S	6	725.00	4,350.00
Thurgood Marshall Fundamental M/S	6	725.00	4,350.00
Clearwater H/S	6	725.00	4,350.00
Dixie Hollins H/S	6	725.00	4,350.00
Northeast H/S	6	725.00	4,350.00
Pinellas Park H/S	6	725.00	4,350.00
Seminole H/S	6	725.00	4,350.00
St. Petersburg H/S	6	725.00	4,350.00
Tarpon Springs H/S	6	725.00	4,350.00
Individual Registrations	6	725.00	4,350.00
TOTAL	108		\$78,300.00

Attachment: Bids 2-9-16 (5598 : Bids)

School Board Meeting of: **February 9, 2016**

Bid File No: 16-205-105-SS

Bid File Title: Sole Source Online Learning System

Contract Period: 02/17/16 thru 02/16/17 N/A - One Time Purchase

Contract Value: \$ 61,036.08

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

*** Rationale/Reason**

The vendor is the only authorized distributor of the ANGEL Learning Management System and holds the copyrights to all software and materials used in the system.

Submitted By: Linda M. Balcombe, CPPO, CPPB

For: Pinellas Technical College Clearwater and St. Petersburg Campus

Title: Director, Purchasing Department

Requested By: Arlene Corbin

Buyer: Shauné Ferguson

Title: Director, Pinellas Technical College

Recommended award by vendor as follows:

BLACKBOARD, INC. V-30512

Provide online learning management system Blackboard K-12 Angel Bundle with Blackboard Collaborate. Software hosting and delivery, training and materials for 2,001-5,000 users.

Attachment: Bids 2-9-16 (5598 : Bids)

ADOPTED

REQUEST FOR APPROVAL (ID # 5596)

February 9, 2016

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval to Authorize the Creation of the Pinellas School Board Leasing Corporation

BACKGROUND:

The Pinellas School Board Leasing Corporation would be a Florida not-for-profit corporation that has as its sole membership the School Board of Pinellas County, Florida. The corporation would facilitate the School District's lease-purchase financing of school facilities, commonly referred to as COPs (Certificates of Participation).

A special meeting will be required to appoint the members of the School Board as members of the board of directors of the corporation. The Corporation will hold an annual meeting for the purpose of electing a President, Vice President, Secretary and Treasurer.

STRATEGIC DIRECTION: Effective and Efficient Use of Resources

ALTERNATIVES:

1. Authorize the creation of the Pinellas School Board Leasing Corporation.
2. Do not authorize the creation of the Pinellas School Board Leasing Corporation.

RECOMMENDATION:

Alternative No. 1 is recommended.

RATIONALE:

Approval of this resolution authorizes Nabors, Giblin & Nickerson, P.A. Bond Counsel to the School Board to incorporate the Corporation through the filing of the attached Articles of Incorporation.

The proposed Officers are as follows:

President	Peggy L. O'Shea, School Board Chair
Vice President	Terry Krassner, School Board Vice-Chairman
Secretary/Treasurer	Michael A. Grego, Ed.D, Superintendent

FINANCIAL IMPACT:

The approximate cost associated with filing for incorporation and attorney's fees is \$100.

DATA SOURCES:

Kevin W. Smith, CPA, Associate Superintendent, Finance & Business Services
Karen L. Coffey, Executive Director, Budget & Resource Allocation

SUBMITTED BY:

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

ATTACHMENTS:

- Incorporation Resolution (PDF)
- Articles of Incorporation (PDF)

RESOLUTION

A RESOLUTION OF THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA AUTHORIZING THE INCORPORATION OF THE PINELLAS SCHOOL BOARD LEASING CORPORATION; APPOINTING MEMBERS OF THE SCHOOL BOARD AS MEMBERS OF THE BOARD OF DIRECTORS OF THE CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA:

SECTION 1. FINDINGS. It is hereby found, determined and declared as follows:

(A) The School Board of Pinellas County, Florida (the "School Board"), as governing body of the School District of Pinellas County, Florida (the "District"), has from time to time the need and/or desire to finance the acquisition, construction, and equipping of certain educational and related capital improvements and facilities (each, a "Project").

(B) One appropriate way of financing costs of certain Projects is pursuant to the lease-purchase of such Projects through a validly existing and organized single purpose, not-for-profit corporation established pursuant to Chapter 617, Florida Statutes (the "Act").

(C) In order to utilize the lease-purchase financing option authorized under Florida law it is necessary and desirable to create the Pinellas School Board Leasing Corporation (the "Corporation") pursuant to the Act in order to lease-purchase Projects from time to time, whether pursuant to a master lease-purchase program or individual lease-purchase agreements with the Corporation.

SECTION 2. INCORPORATION OF CORPORATION. The Chairperson of the School Board and the Superintendent of Schools, Ex-Officio Secretary to the Board, or their designees, and Nabors, Giblin & Nickerson, P.A., Special Counsel to the School Board, are hereby authorized and directed to incorporate the Corporation through the filing of the Articles of Incorporation, substantially in the form attached hereto as Exhibit A, with the State of Florida, and to take such other actions required by the Act for the valid incorporation of the Corporation. The members of the School Board are hereby authorized and appointed to act as members of the Corporation's Board of Directors unless any member of the School Board chooses not to act in such capacity.

SECTION 3. SEVERABILITY AND INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof.

SECTION 4. EFFECTIVE DATE. This resolution shall be effective immediately upon its adoption.

Passed and Adopted at a regular meeting this 9th day of February 2016.

THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA


(SEAL)

By: _____
Chairperson, The School Board of Pinellas County, Florida

ATTEST:

Superintendent and Ex-Officio Secretary,
The School Board of Pinellas County,
Florida

APPROVED AS TO FORM:



General Counsel, The School Board of Pinellas County, Florida

Attachment: Incorporation Resolution (5596 : Creation of the Pinellas School Board Leasing Corporation)

EXHIBIT A
ARTICLES OF INCORPORATION

Attachment: Incorporation Resolution (5596 : Creation of the Pinellas School Board Leasing Corporation)

ARTICLES OF INCORPORATION

OF

PINELLAS SCHOOL BOARD LEASING CORPORATION
(A NOT-FOR-PROFIT CORPORATION)

In order to form a corporation under and in accordance with the provisions of the State of Florida for the formation of not-for-profit corporations, we, the undersigned, do hereby associate ourselves together as an educational corporation for the purpose and with the powers hereinafter set forth, and to accomplish that objective we do hereby make, adopt and subscribe these Articles of Incorporation.

I

NAME OF CORPORATION

The name of the corporation shall be:

PINELLAS SCHOOL BOARD LEASING CORPORATION

II

OFFICE

The initial principal office and mailing address of the corporation shall be:

301 Fourth Street S.W.
 Largo, FL 33770
 Attention: Superintendent

III

PURPOSES

The purposes for which this corporation is formed are:

(a) To acquire and construct, from time to time, various projects, consisting of real and/or personal property (the "Projects") pursuant to lease-purchase or master lease-purchase program(s) with The School Board of Pinellas County, Florida (the "School Board") referred to below.

(b) To lease, from time to time, the Projects and the sites on which such Projects will be located to the School Board, as governing body of the School District of Pinellas County, Florida pursuant to lease-purchase agreements or master lease-purchase agreements and ground lease agreements, between the corporation, as lessor, and the School Board as lessee.

(c) To deposit or cause to be deposited with a trustee or trustees or paying agent certain sums of money from time to time to be credited, held and applied in accordance with a trust agreement or agreements utilized in such lease-purchase programs.

(d) To provide, together with the trustee or trustees or paying agent and the School Board, for the payment of the cost of constructing, acquiring and installing the Projects by the issuance and sale from time to time of certificates of participation or other forms of obligations, which represent undivided proportionate interests in payments made by the School Board pursuant to a lease-purchase agreement or master lease-purchase agreement, or of lease revenue bonds issued by the corporation (collectively, the "Obligations").

(e) To assign to a trustee or trustees or paying agent all of the corporation's right, title and interest in and to a lease-purchase agreement, master lease-purchase agreement or ground lease agreement (other than any rights specifically preserved thereunder), including its right to receive payments under such lease-purchase agreement or master lease-purchase agreement.

(f) With the prior consent of the School Board, to carry on or engage in any other activity which the corporation may deem proper or convenient in connection with the purposes hereinabove stated, provided, however, that the corporation shall at all times be operated as a not-for-profit organization as provided in Chapter 617, Florida Statutes.

IV

LIMITATIONS

All assets, revenues and income, if any, of the corporation shall be used exclusively for the payment of the Obligations or for the Projects, including the payment of expenses incidental thereto, and no part of the assets, revenues or income, if any, of the corporation shall inure to the benefit of any private person, entity or individual.

No part of the revenues or income, if any, of the corporation shall inure to the benefit or be distributable to its members, trustees, officers, directors or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein. No substantial part of the activities of the

corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office.

V

MEMBERSHIP

The sole members of the corporation shall be members of the School Board who shall be ex-officio members. The sole membership, or any interest in such membership, shall not be assignable or otherwise transferable.

VI

TERM OF EXISTENCE

The term for which this corporation shall exist shall be perpetual.

VII

POWERS

The corporation shall have all powers under law which are necessary to carry out its purposes as described in Article III hereof. The corporation is prohibited from engaging in any business other than owning, financing, acquiring, constructing, installing and leasing the Projects as provided herein. The corporation may incur no debt other than the Obligations. The corporation may not dispose of or encumber the Projects except as provided in any lease-purchase agreement or master lease-purchase agreement relating thereto and any trust agreement relating thereto.

VIII

BOARD OF DIRECTORS

(a) The affairs of the corporation shall be managed by a Board of Directors. Unless the members at their annual meeting shall determine otherwise, the Board of Directors shall consist of the lesser of (i) all of the members of the School Board who shall be ex-officio Directors or (ii) at the option of the members of the School Board, such lesser number of members of the School Board selected by the School Board as members of the Board of Directors, but in no event less than four members of the School Board. Said Board of Directors shall have the rights and duties of directors of corporations under Chapter 617, Florida Statutes. Upon taking the position as members

of the School Board serving as a member of the Board of Directors in accordance with the immediately preceding sentence, the persons holding such positions shall immediately become members of the Board of Directors as long as such members continue to serve in such capacity unless a member or members choose not to serve in such capacity. Unless the members at their annual meeting shall determine otherwise, the Chairperson of the School Board shall be the ex-officio Chairperson of the Board of Directors of the corporation, and the Vice-Chairperson of the School Board shall be the ex-officio Vice-Chairperson of the Board of Directors of the corporation.

(b) The name and address of each person who is to serve as an initial Director of this corporation are set forth below:

<u>Name</u>	<u>Position</u>	<u>Address</u>
Peggy L. O'Shea	Chairperson	301 Fourth Street S.W. Largo, FL 33770
Terry Krassner	Vice-Chairperson	301 Fourth Street S.W. Largo, FL 33770
Janet R. Clark	Member	301 Fourth Street S.W. Largo, FL 33770
Carol J. Cook	Member	301 Fourth Street S.W. Largo, FL 33770
Rene Flowers	Member	301 Fourth Street S.W. Largo, FL 33770
Linda S. Lerner	Member	301 Fourth Street S.W. Largo, FL 33770
Ken Peluso	Member	301 Fourth Street S.W. Largo, FL 33770

IX

OFFICERS

The officers of the corporation shall consist of a President, one or more Vice-Presidents, a Secretary/Treasurer and such additional officers as may be designated in the corporate bylaws. Unless the Board of Directors shall provide otherwise at their annual meeting or special meeting, the Chairperson of the Board of Directors shall be the ex-officio President of the corporation, the Vice-Chairperson of the Board of Directors shall

Attachment: Articles of Incorporation (5596 : Creation of the Pinellas School Board Leasing Corporation)

be the ex-officio Vice-President of the corporation, and the Secretary/Superintendent of the School Board shall be the ex-officio Secretary/Treasurer of the corporation. The duties of the officers shall be as set forth in the corporate bylaws. The name and address of each person who is to serve as an initial officer of this corporation are set forth below:

<u>Position</u>	<u>Name</u>	<u>Address</u>
President	Peggy L. O'Shea	301 Fourth Street S.W. Largo, FL 33770
Vice-President	Terry Krassner	301 Fourth Street S.W. Largo, FL 33770
Secretary/Treasurer	Michael A. Grego, Ed.D.	301 Fourth Street S.W. Largo, FL 33770

X

BYLAWS

The first Board of Directors of the corporation shall adopt bylaws consistent with these Articles of Incorporation. Thereafter, the bylaws may be altered or rescinded by the Board of Directors in the manner provided by such bylaws.

XI

REGISTERED OFFICE AND REGISTERED AGENT

The registered office of the corporation shall be located at Pinellas School Board Leasing Corporation, c/o School Board of Pinellas County, Florida, 301 Fourth Street S.W., Largo, Florida 33770. Michael A. Grego, Ed.D. is the initial registered agent at that address.

Attachment: Articles of Incorporation (5596 : Creation of the Pinellas School Board Leasing Corporation)

XII

INCORPORATORS

The names and addresses of the incorporators of this corporation are as follows:

<u>Name</u>	<u>Address</u>
Peggy L. O'Shea	301 Fourth Street S.W. Largo, FL 33770
Michael A. Grego, Ed.D.	301 Fourth Street S.W. Largo, FL 33770

XIII

DISTRIBUTION UPON DISSOLUTION

Upon the dissolution of the corporation, the Board of Directors shall, after paying or making provisions for the payment of all of the liabilities of the corporation, transfer all of the assets of the corporation to the School Board to be used for governmental purposes by the School Board.

XIV

AMENDMENT

The corporation reserves the right to alter, amend or repeal any provision contained in these Articles of Incorporation, or any amendment thereto, by an affirmative vote of the majority of the total number of members of the Board of Directors at any regular or special meeting of the Board of Directors or by such other manner as shall be provided by law; provided that written notice of the proposed amendment has been given each director ten (10) days prior to the meeting; provided, further, that any such amendment which would adversely affect the rights of the owners of the Obligations must be approved by the trustee or trustees for such Obligations so long as the Obligations remain outstanding.

Attachment: Articles of Incorporation (5596 : Creation of the Pinellas School Board Leasing Corporation)

IN WITNESS WHEREOF, the undersigned subscribers have executed these Articles of Incorporation the ____ day of _____, 2016.

President

Secretary

Attachment: Articles of Incorporation (5596 : Creation of the Pinellas School Board Leasing Corporation)

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing Articles of Incorporation was acknowledged before this ____ day of _____, 2016 by Peggy L. O'Shea and Michael A. Grego, President and Secretary, respectively, of the Pinellas School Board Leasing Corporation. Such person(s) did not take an oath and:

- is/are personally known to me.
- produced a current Florida driver's license as identification.
- produced _____ as identification.

(SEAL)

 Name:
 Notary Public, State of Florida
 My Commission Expires:

Attachment: Articles of Incorporation (5596 : Creation of the Pinellas School Board Leasing Corporation)

**APPOINTMENT OF REGISTERED AGENT AND
DESIGNATION OF REGISTERED OFFICE**

Pursuant to Section 617.0501, Florida Statutes, the Pinellas School Board Leasing Corporation hereby appoints Michael A. Grego as its initial registered agent to accept service of process within the state of Florida on behalf of Pinellas School Board Leasing Corporation. Pinellas School Board Leasing Corporation further designates 301 Fourth Street S.W., Largo, Florida 33770 as the initial registered office of Pinellas School Board Leasing Corporation.

Having been named as the registered agent to accept service of process for the above not-for-profit corporation at the place designated in this certificate, I hereby accept appointment in such capacity, and agree to comply with the provisions of Chapter 617, Florida Statutes, relative to acting as registered agent and maintaining the registered office. I further state that I am familiar with, and accept, the obligations provided in Chapter 617, Florida Statutes, particularly Section 617.0503, Florida Statutes.

(Registered Agent)

Attachment: Articles of Incorporation (5596 : Creation of the Pinellas School Board Leasing Corporation)

ADOPTED

REQUEST FOR APPROVAL (ID # 5597)

February 9, 2016

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Request Approval of the Reimbursement Resolution

BACKGROUND:

It is the intent of the School Board to finance from proceeds of certificates of participation which is a tax-exempt debt, costs and expenditures relating to the acquisition, construction and equipping of educational facilities to be located within the District. All costs and expenditures represent capital expenditures to be paid from the District's Capital Projects - Local Capital Improvement Fund. The approval of the reimbursement resolution will enable the school board to reimburse itself for costs incurred with respect to such facilities prior to the issuance of such tax-exempt debt. It is reasonably expected that such reimbursement shall come from the issuance of debt obligations which are not expected to exceed, in the aggregate, \$120,000,000.

STRATEGIC DIRECTION: Effective and Efficient Use of Resources

ALTERNATIVES:

1. Approve the Reimbursement Resolution.
2. Do not approve the Reimbursement Resolution.

RECOMMENDATION:

Alternative No. 1 is recommended.

RATIONALE:

By approval of this Resolution, the Board is requesting reimbursement of capital improvements to educational facilities consisting of:

- Additions and Renovations to Anona Elementary
- Additions and Renovations to Career Academies of Seminole
- Additions to Gulf Beaches Elementary
- Additions to High Point Elementary
- Renovations to Lakewood High
- Additions to Oak Grove Middle
- Additions to Orange Grove Elementary
- Additions to Osceola Fundamental
- Additions to Ozona Elementary
- Renovations and New Construction of buildings for Pinellas Park Middle
- Additions to Plumb Elementary
- Additions to Sanderlin K-8
- Additions to Sawgrass Lake Elementary
- Additions to Seminole Elementary
- Additions to Sexton Elementary

Additions to Shores Acres Elementary
Renovations to St. Pete High
Renovations to Tarpon Springs High
Rebuild of Melrose Elementary
New Educational Facilities as determined by the School Board

FINANCIAL IMPACT:

There is no financial impact to the district.

DATA SOURCES:

Kevin W. Smith, CPA, Associate Superintendent, Finance & Business Services
Karen L. Coffey, Executive Director, Budget & Resource Allocation

SUBMITTED BY:

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

ATTACHMENTS:

- Reimbursement Resolution (PDF)

RESOLUTION

A RESOLUTION OF THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA IN REGARD TO REIMBURSEMENT OF CERTAIN COSTS RELATING TO VARIOUS EDUCATIONAL FACILITY CAPITAL IMPROVEMENTS WITHIN THE SCHOOL DISTRICT OF PINELLAS COUNTY.

BE IT RESOLVED BY THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA:

SECTION 1. FINDINGS. It is hereby found, determined and declared as follows:

(A) The School Board of Pinellas County, Florida (the "School Board"), as the governing body of the School District of Pinellas County, Florida (the "District"), has incurred or expects to incur various costs in relation to various educational facility capital improvements to be located within the District, as generally described in Exhibit A hereto (the "Improvements");

(B) the School Board has determined it is in its best interest to finance such costs from proceeds of tax-exempt debt, including, without limitation, from the proceeds of any certificates of participation which may be issued in conjunction with the lease-purchase of such Improvements, and to reimburse itself for costs incurred with respect to such facilities prior to the issuance of such tax-exempt debt (herein referred to as the "Debt Obligations"); and

(C) the United States Department of Treasury has issued various regulations in regard to reimbursement of governmental costs through the issuance of such Debt Obligations.

SECTION 2. OFFICIAL INTENT TO REIMBURSE. It is the intent of the School Board to reimburse various costs and expenditures relating to the acquisition, construction and equipping of the Improvements to be located within the District, all of which costs and expenditures represent capital expenditures to be paid from the District's Capital Projects - Local Capital Improvement Fund. It is reasonably expected that such reimbursement shall come from the issuance of Debt Obligations which are not expected to exceed, in the aggregate, \$120,000,000. It is currently the intention of the School Board to pay such Debt Obligations from the proceeds of its capital outlay millage budgeted and appropriated for such purpose and other legally available revenues. The expenditures to be reimbursed shall be consistent with the School Board's budgetary and financial policy as being the type of expenditures which are paid on a long-term basis.

SECTION 3. RECORDS. The School Board shall comply with all applicable law in regard to the public availability of records of official acts (i.e., adoption of this resolution) by public entities such as the School Board, including making this resolution available to public inspection.

SECTION 4. COMPLIANCE WITH TAX LAW. It is the intent of this resolution to meet the requirements of Treasury Regulations Section 1.150-2 and to be a declaration of official intent under such Section.

SECTION 5. EFFECTIVE DATE. This resolution shall be effective immediately upon its adoption.

Passed and Adopted at a regular meeting this 9th day of February 2016.

(SEAL)

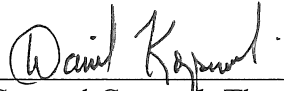
ATTEST:

THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

By: _____
Superintendent and Ex-Officio
Secretary, The School Board of Pinellas
County, Florida

By: _____
Chairperson, The School Board of
Pinellas County, Florida

APPROVED AS TO FORM:



General Counsel, The School Board of
Pinellas County, Florida

Attachment: Reimbursement Resolution (5597 : Reimbursement Resolution)

EXHIBIT A

IMPROVEMENTS

Capital improvements to educational and related facilities included in the District's Capital Improvement Plan, including, but not limited to:

- Additions and Renovations to Anona Elementary
- Additions and Renovations to Career Academies of Seminole
- Additions to Gulf Beaches Elementary
- Additions to High Point Elementary
- Renovations to Lakewood High
- Additions to Oak Grove Middle
- Additions to Orange Grove Elementary
- Additions to Osceola Fundamental
- Additions to Ozona Elementary
- Renovations and New Construction of Buildings at Pinellas Park Middle
- Additions to Plumb Elementary
- Additions to Sanderlin K-8
- Additions to Sawgrass Lake Elementary
- Additions to Seminole Elementary
- Additions to Sexton Elementary
- Additions to Shores Acres Elementary
- Renovations to St. Pete High
- Renovations to Tarpon Springs High
- Rebuild of Melrose Elementary
- New Educational Facilities as determined by the School Board

ADOPTED

REQUEST FOR APPROVAL (ID # 5616)

February 9, 2016

TO: MEMBERS OF THE SCHOOL BOARD OF PINELLAS COUNTY

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

SUBJECT: Setting a Public Hearing and Authorizing the Advertisement of the Public Hearing to Consider the Amendments to the Code of Student Conduct Policies to 5500.05 - STUDENT ATTENDANCE; 5500.08 - MISCONDUCT THAT REQUIRES SPECIFIC CONSEQUENCES; 5500.10 - DISCIPLINARY ACTION; AND 5500.12 - SUSPENSION/EXPULSION. (This is the first reading.)

BACKGROUND:

Pursuant to Chapter 120, Florida Statutes, an amendment to policy (rule) is being proposed regarding Policies in the Code of Student Conduct. Changes are made to 5500.05 - STUDENT ATTENDANCE; 5500.08 - MISCONDUCT THAT REQUIRES SPECIFIC CONSEQUENCES; 5500.10 - DISCIPLINARY ACTION; AND 5500.12 - SUSPENSION/EXPULSION. This is the first reading of the proposed amendments to policy.

The changes reflect updating of policy to reflect recent changes made to the Code of Student Conduct including reducing suspensions from 10 days to no more than five days for these four policies as well as adjusting the makeup work to apply equally to all absence types (page 5). Additionally, changes were made to the elementary section under illegal drugs and alcoholic beverages (page 8) and to the section regarding violent acts (page 10).

Changes to the policies referenced in the Code of Student Conduct are:

Policy 5500.05 - STUDENT ATTENDANCE

Page three, lines 44-49 and page four, lines 1-22

Updates makeup work to include all absence descriptions.

Policy 5500.08 - MISCONDUCT THAT REQUIRES SPECIFIC CONSEQUENCES

Page seven, lines 11-20

Updates the maximum number of suspension days from 10 days to no more than 5 days.
 Removes alternative program reassignment and/or expulsion option for elementary.
 Removes reference to a specific number of days that a suspension can be reduced.

Page seven, lines 24-35

Updates the maximum number of suspension days from 10 days to no more than 5 days.
 Removes reference to a specific number of days that a suspension can be reduced.

Page eight, lines 35, 39-41

Updates the maximum number of suspension days from 10 days to no more than 5 days.
 Removes reference to a specific number of days that a suspension can be reduced.

Page nine, lines 18-19, 23-24, 30, 39

Updates the maximum number of suspension days from 10 days to no more than 5 days.

Page ten, lines 21, 25-26, 41

Updates the maximum number of suspension days from 10 days to no more than 5 days.

Page ten, lines 27-35

Removes section on Violent Acts Resulting in Serious Injury.

Page eleven, lines 17, 38, 40

Updates the maximum number of suspension days from 10 days to no more than 5 days.

Policy 5500.10 - DISCIPLINARY ACTION

Page fourteen, line 2

Updates the maximum number of suspension days from 10 days to no more than 5 days.

Page fourteen, lines 17-21

Updates the appeal information to set Area Superintendent as final hearing officer with no appeals.

Page fourteen, line 24

Updates the maximum number of suspension days from 10 days to no more than 5 days.

Page fifteen, line 31

Updates the maximum number of suspension days from 10 days to no more than 5 days.

Page sixteen, line 8

Updates the maximum number of suspension days from 10 days to no more than 5 days.

Policy 5500.12 - SUSPENSION/EXPULSION

Page seventeen, lines 14-15

Updates the maximum number of suspension days from 10 days to no more than 5 days.

Page nineteen, lines 33-34

Updates the maximum number of suspension days from 10 days to no more than 5 days.

STRATEGIC DIRECTION: Learning in a Safe Environment

ALTERNATIVES:

1. Approve the setting of a public hearing and authorize the advertisement of the public hearing to consider the proposed amendment to policy.
2. Modify the amendment, approve the setting of a public hearing, and authorize advertisement of the public hearing to consider the modified amendment to policy.
3. Do not approve the setting of a public hearing and authorization to advertise the public hearing to consider the proposed amendment to policy.

RECOMMENDATION:

Alternative No. 1 is recommended.

RATIONALE:

Policies that are included in the Code of Student Conduct provide guidance and descriptions for the conduct of students, including misconduct requiring specific consequences. These changes to policy will provide further guidance to students, parent, teachers, and administrators in decisions regarding the education of students, appropriate behaviors, reporting of misbehavior, and consequences.

FINANCIAL IMPACT:

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

DATA SOURCES:

David Koperski, School Board Attorney
Laurie Dart, Staff Attorney
Ward Kennedy, Area Superintendent
Mary Beth Corace, Ph.D., Director, Strategic Planning and Policy

SUBMITTED BY:

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

ATTACHMENTS:

- Code of Student Conduct Policies 5500.05,5500.08,5500.10,5500.10,5500.12 (PDF)

1 5500.05 - CODE OF STUDENT CONDUCT - STUDENT ATTENDANCE

2 (Elementary School, Middle School, High School, Dual Enrollment)

3
4 **Philosophical Basis and Purpose:**

5
6 The classroom experience is of unique value and cannot be duplicated by make-up work. The purpose of
7 this attendance policy is to foster responsibility and reliability on the part of District students to attend all
8 classes. Students will acknowledge greater emphasis on attendance at school because credit in their
9 classes will be contingent upon their presence.

10
11 **DEFINITIONS**

12
13 **I. COMPULSORY SCHOOL ATTENDANCE**

- 14
15 A. All children who have attained the age of six years or who will have attained the age of
16 six years by February 1 of any school year, or who are older than six years of age but
17 who have not yet attained the age of 16 years, except as hereinafter provided, are
18 required to attend school regularly during the entire school term. (F.S. §1003.21) (1) (a)
- 19 B. A student who attains the age of 16 years during the school year is not subject to
20 compulsory school attendance and may withdraw from school only if the student files a
21 formal declaration of intent to terminate school enrollment with the School Board. The
22 declaration must acknowledge that terminating school enrollment is likely to reduce the
23 student's earning potential and must be signed by the child and parent. A student who
24 attains the age of 18 years during the school year is not subject to the legal sanctions for
25 compulsory school attendance. (F.S. §1003.21 (2) (c)) An exit interview must be
26 conducted by school personnel to determine the reasons for the student's decision to
27 terminate school enrollment and actions taken to keep the student in school. (F.S.
28 §1003.21(2) (c))
- 29 C. Students under 16 years of age may not be withdrawn from school for any reason unless
30 expelled through Board action or covered by an exemption allowed by Florida Statute
31 (F.S. §1002.20 (2)(b))
- 32 D. Compulsory school attendance requirements may be met by attendance in a home
33 education program. A "home education program" means the sequentially progressive
34 instruction of a student directed by his or her parent in order to satisfy the attendance
35 requirements of Florida law. (F.S. §1002.01(1))
- 36 E. For students enrolled in Department of Juvenile Justice Programs, the compulsory school
37 attendance requirement is governed by state law and regulations and includes a longer
38 term (F.S. §§1003.01(11), 1003.52)

39 **II. ABSENCES**

40
41 **A. ABSENCE DEFINED**

42
43 A student who is not present in class at least one half of the class period shall be counted
44 absent from that class. To be counted present for the school day, a student must be in
45 attendance for at least one half of the class periods during the school day.

46
47 **B. EXCUSED ABSENCES**

48
49 Students must be in school unless the absence has been permitted or excused for one of

Policies 5500.05, 5500.08, 5500.10, 5500.12 Page 2 of 21

1 the reasons listed in paragraph V below.

2
3 **C. UNEXCUSED ABSENCES**

4
5 Any absence which does not meet the criteria of an excused absence is an unexcused
6 absence. The following are examples of unexcused absences:

- 7
8 1. out-of-school suspensions
- 9
10 2. family vacations
- 11
12 3. Students without a completed Certificate of Immunization indicating compliance with
13 the current required schedule of immunizations will not be allowed to attend classes
14 until this document is provided or a waiver is obtained. Absences due to non-
15 compliance with immunization requirements shall be considered unexcused.
16 However, students transferring into Pinellas County, including foster care students, or
17 homeless students, a temporary 30-day waiver of both health examination
18 documents and certificates of immunization will be granted. (F.S. 1003.22(1) (5) (e))

19 **III. TARDIES**

20
21 A student is tardy when the student is not in his or her assigned seat or station when the bell
22 rings.

23
24 **A. EXCUSED TARDY**

25
26 A tardy is excused only if the student is late for one of the reasons described in section V.

27
28 **B. UNEXCUSED TARDY**

29
30 A tardy is not excused unless it is caused by reasons set forth in section V. Examples of
31 unexcused tardies include:

- 32
33 1. oversleeping
- 34
35 2. missing the school bus
- 36
37 3. shopping trips
- 38
39 4. pleasure trips
- 40
41 5. car problems (ex: flat tire, no gas, car won't start, student getting a parking decal)
- 42
43 6. heavy traffic
- 44
45 7. returned for forgotten items

46
47 Habitual tardiness is unacceptable and unfair to other students because instruction is
48 interrupted every time a late student arrives. Every three (3) unexcused tardies within a
49 grading period count as one unexcused absence. Additionally, individual schools may
50 develop school-based consequences for tardy students.

51
52
53
54
55

1 **IV. EARLY SIGN OUT**
 2
 3

4 Once students arrive on campus, they may not leave without permission from an administrator.
 5 Students who must leave school during school hours must have their parent request this release
 6 by phone or in person to the office in order to obtain pre-approval.

7 **A. EXCUSED EARLY SIGN OUT**
 8

9 The same criteria used to determine an excused absence and an excused tardy will be
 10 used to determine whether an early sign out is excused

11 **B. AN UNEXCUSED EARLY SIGN OUT INCLUDES:**
 12

13 The same criteria used to determine an unexcused absence and an unexcused tardy will
 14 be used to determine whether an early sign out is unexcused.
 15

16 Numerous incidents of early release are unacceptable and unfair to the other students whose
 17 instruction is interrupted each time a student leaves early. Every three (3) unexcused early sign
 18 outs within a grading period will count as one unexcused absence.
 19

20 **V. REASONS WHY AN ABSENCE, A TARDY OR AN EARLY SIGN OUT WILL BE EXCUSED**
 21

22 An absence, a tardy or early sign out will be excused if caused by one of the following reasons:
 23

24 **A.** The student is ill or injured.
 25

26 **B.** There is a major illness in the student's immediate family (this means parents, brothers,
 27 sisters, grandparents, or others living in the home).

28 **C.** There is a death in the immediate family.

29 **D.** The student attends religious instruction or there is a religious holiday in the student's
 30 own faith.

31 **E.** The student is required by summons, subpoena or court order to appear in court. A copy
 32 of the subpoena or court order must be given to the principal.

33 **F.** Special event. Examples of special events include important public functions,
 34 conferences, state/national competitions, as well as exceptional cases of family need.
 35 The student must get permission from the principal at least five days prior to the absence.

36 **G.** The student has a scheduled medical or dental appointment.

37 **H.** Students having, or suspected of having, a communicable disease or infestation which
 38 can be transmitted are to be excluded from school and are not allowed to return to school
 39 until they no longer present a health hazard (F.S. 1003.22). Examples of communicable
 40 diseases and infestations include, but are not limited to, fleas, head lice, ringworm,
 41 impetigo and scabies. Students are allowed a maximum of five excused days for each
 42 infestation of head lice. Students on field trips and students who attend alternative to
 43 suspension programs are not considered absent.

44 **VI. MAKE-UP WORK FOR ABSENCES (EXCUSED, UNEXCUSED OR SUSPENSION).** (This does
 45 not apply to specific homework provided under F.S. § 1003.01 to certain suspended students.)
 46

47 **A. EXCUSED ABSENCES:**
 48
 49

~~Make-up work for credit and grade is allowed for all excused absences. It is the student's responsibility to get the missed work. The number of days allowed to make up the work shall be the same as the number of days the student was absent.~~

~~B. UNEXCUSED ABSENCES: (EXCEPT OUT OF SCHOOL SUSPENSIONS)~~

~~Make-up work for credit and grade is allowed. It is the student's responsibility to get the missed work. The number of days allowed to make up the work shall be the same as the number of days the student was absent. Work made up after an unexcused absence in elementary or middle school may be dropped a letter grade and must be dropped a letter grade in high school.~~

~~C. SUSPENSIONS:~~

~~Make-up work for credit and grade is allowed. It is the student's responsibility to get the missed work. Work is due on the day of return from the suspension. Work made up after an unexcused absence in elementary or middle school may be dropped a letter grade and must be dropped a letter grade in high school.~~

Make-up work for full credit and without a grade penalty is allowed for all absences. It is the student's responsibility to obtain the missed work. The number of days allowed to make up the work shall be equal to the number of days the student was absent, except in cases where the grading period ends before such time. In those cases, the work must be turned in before the end of the grading period.

VII. RESPONSIBILITY OF PARENTS AND STUDENTS TO ATTEND SCHOOL

Parents and students must do the following in connection with school attendance:

- A. Ensure the attendance of a child of compulsory school attendance age, as required by law. (F.S. 1003.24)
- B. Notify school personnel of their child's absence prior to the end of the school day of the absence, if possible and provide written notification within 48 hours of the child's return to school. Otherwise, the absence will be unexcused.
- C. If requested, provide documentation of illness from a physician or public health unit within 48 hours. The maximum number of days that a student may be absent without acceptable documentation justifying the absence is 5.
- D. Notify the school of any change of address, phone numbers and emergency contact numbers;
- E. Obtain application from currently assigned school if a student is eligible for homebound instruction.
- F. Notify school personnel if the family is moving out of town or out of the school's attendance boundary.
- G. Be aware of school district calendar and coordinate trips, vacations and personal business to support attendance on school days.
- H. Notify the school and request a copy of the Hospital/Homebound referral packet if a student is expected to miss at least 15 consecutive school days due to illness, medical condition, or social/emotional reasons, or may miss excessive days intermittently throughout the school year for the same reasons.

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VIII. RESPONSIBILITY OF SCHOOL DISTRICT REGARDING STUDENT ATTENDANCE

A. PATTERNS OF NON-ATTENDANCE

Non-attendance for instructional activities is established by tardiness, early-release, or absences from school.

1. Each principal must make the necessary provisions to ensure that all school attendance reports are accurate and timely and must provide the necessary training opportunities for staff to accurately report attendance (F.S.1003.23 (1)). Principals are required to maintain an attendance record which shows the absence or attendance of each child enrolled for each school day of the year. (F.S.1003.23 (2))
2. When a student accumulates five (5) absences during a grading period, other than out-of-school suspensions, whether excused or unexcused, school personnel shall make a good faith effort to contact the parent by telephone to discuss the reasons for the absences and shall document such contact.
3. A letter shall be sent to the parent or guardian and a referral will be made to the school's Child Study Team for a student who has had at least five unexcused absences, or absences for which the reasons are unknown, within a calendar month, or 10 unexcused absences, or absences for which the reasons are unknown, within a 90-calendar-day period,.
4. If the parent or guardian of a child who has been identified as exhibiting a pattern of non-attendance enrolls the child in a home education program, the Superintendent shall refer the parent to a home education review committee composed of the district contact person for home education and at least two home educators selected by the parent from a district list of all home educators who have conducted a home education program for at least three years and have indicated a willingness to serve on the committee.
5. If a child subject to compulsory school attendance will not comply with attempts to enforce school attendance, the Superintendent may file a truancy petition pursuant to the procedures set forth in Section §984.12, Florida Statutes. The superintendent may also refer the case to the case staffing committee which may file a child-in-need-of-services petition. The superintendent may also take such steps as are necessary to bring criminal prosecution against the parent. (F.S. §1003.26)
6. Students 14-18 years of age who have 15 unexcused absences within 90 calendar days and have a driver's license will have their driver's license suspended by the Division of Highway Safety and Motor Vehicles or will not be issued a license if they apply for one.

High School Grading and Attendance:

Guidelines for high school grading and attendance can be found in [Policy 5440](#) Credit Defined and [Policy 5420.03](#) Final Exam Requirement.

F.S. 1002.01, 1002.20, 1003.01, 1003.21, 1003.22, 1003.23, 1003.24, 1003.26, 1003.52

| Adopted 12/9/09; Revised 9/14/10, [xx/xx/xx](#)

45

1 5500.08 - CODE OF STUDENT CONDUCT - MISCONDUCT THAT
 2 REQUIRES SPECIFIC CONSEQUENCES

3 **In General**

4 There are some things that result in a specific consequence if a student is found to have done them.
 5 These include acts involving:

- 6 A. use of tobacco products;
 7 B. illegal drugs, alcoholic beverages, and harmful substances;
 8 C. bombs and bomb threats;
 9 D. chemical and biological attacks or threats;
 10 E. guns, weapons, and dangerous objects;
 11 F. violent acts resulting in serious injury;
 12 G. felony charges and convictions.

13 The District promotes a safe and supportive learning environment in schools, to protect students and
 14 staff from conduct that poses a serious threat to school safety. District staffs are encouraged to use
 15 alternatives to expulsion or referral to law enforcement agencies unless otherwise required by law.
 16 School based administrators shall provide consistent school-based discipline, where appropriate and
 17 authorized by policy.

18 Certain acts are considered a serious threat to schools safety and must be reported to law enforcement.
 19 These acts include, but are not limited to, the following:

- 20 A. possession or use of a bomb and making of a bomb threat;
 21 B. chemical and biological attacks or threats;
 22 C. possession or use of a gun, weapon, or firearm.

23 Petty acts of misconduct and misdemeanors including, but not limited to, minor fights or disturbances,
 24 should ordinarily not be referred to law enforcement and should not ordinarily result in student arrest.
 25 Petty acts of misconduct are those that an administrator reasonably believes do not pose a threat to the
 26 safety of students, staff, volunteers, or other persons, or a threat of harm to Board property.

27 **Tobacco and Nicotine**

28 Use of tobacco and nicotine products on school grounds is a violation of the Code of Student Conduct.

29 A. Illegal Use of Tobacco

30 Smoking by minors within 1,000 feet of a school is illegal. Also, if a student is caught
 31 smoking inside a school building s/he will receive a written citation from the School
 32 Resource Officer. The first time a student receives a citation the court may fine the
 33 student up to \$100. For any additional citations, the court may fine a student up to
 34 \$500.
 35 \$500.

36 B. Violation of Code of Student Conduct

37 In addition to possible fines, if a student is caught using any form of tobacco or
 38 nicotine product at school, at any school-sponsored activity, at a bus stop, or on the
 39 bus, the student will be suspended for three (3) days. The first time a student is
 40 caught, s/he can avoid the suspension by completing a smoking treatment program
 41 approved by the principal.
 42 approved by the principal.

43 For purposes of this policy, "use of tobacco and nicotine products" shall mean all uses of tobacco,
 44 including cigars, cigarettes, pipe tobacco, chewing tobacco, snuff, any other substance or product that

Policies 5500.05, 5500.08, 5500.10, 5500.12 Page 7 of 21

1 contains tobacco or nicotine, as well as any uses of electronic cigarette/cigar or any other product
 2 designed or manufactured to imitate any of the products mentioned herein regardless of whether it
 3 contains tobacco or nicotine. "Use of tobacco and nicotine products" shall not include use of nicotine
 4 patches or nicotine gum for their intended purposes, so long as Florida law does not prohibit the student,
 5 based upon his/her age, from possessing nicotine patches or nicotine gum.
 6

7 **Illegal Drugs, Alcoholic Beverages, Harmful, and Other Substances**

8 A. Elementary School Students
 9

10 If a student is an elementary student when s/he violates this policy for the first or
 11 second time, the principal will suspend the student for ~~ten (10)~~ no more than five (5)
 12 days and, if appropriate, may recommend reassignment to an alternative program.
 13 ~~Before a student may return to his/her regular school, the student's parent must have~~
 14 ~~a conference with the principal or someone designated by the principal.~~ If the
 15 student's parent agrees that s/he will complete an approved drug or alcohol
 16 educational program, the student's suspension will may be reduced ~~to five (5) days.~~
 17 The program specialist must provide proof that the student successfully completed the
 18 educational program within the allocated period of time. ~~If the student violates this~~
 19 ~~policy a third time while in elementary school, then s/he will be suspended for ten (10)~~
 20 ~~days and may be recommended for expulsion.~~

21 B. Middle School and High School Students
 22

23 If a student is in middle or high school when s/he violates this policy s/he will be
 24 suspended for ~~ten (10)~~ no more than five (5) days and reassigned to an alternative
 25 program, for one (1) or two (2) semesters. If this is the student's first offense and s/he
 26 was not found to be selling, or having the intent to sell, drugs or alcohol ~~and or~~ was
 27 not charged with a felony offense, the student and his/her parent will be offered an
 28 opportunity to participate in the Pinellas County Schools' drug/alcohol educational
 29 program. If the student's parent agrees that s/he will complete this program, the
 30 student's suspension will may be reduced ~~to five (5) days.~~ The program specialist
 31 must provide proof that the student successfully completed the program within the
 32 allocated period of time. Failure to successfully complete the program will result in the
 33 student's immediate assignment to an alternative school program. If the student is
 34 caught a third time while s/he is still a student in the District, the student will be
 35 suspended ~~for ten (10) days~~ and may be recommended for expulsion.

36 C. Policy
 37

38 A student may not possess illegal drugs (including prescription drugs that are not the
 39 student's own) or alcoholic beverages use them or are under the influence of them:

- 40 1. on school property,
- 41 2. on a school bus or at a bus stop,
- 42 3. at any school activity,
- 43 4. before a student arrives on school grounds,
- 44 5. before a student arrives at any school activity, or
- 45 6. on any field trip.

46 D. Purchase, Sale and Distribution
 47

48 A student may not sell, purchase, or distribute illegal drugs or alcoholic beverages.
 49 Additionally, a student may not be involved in negotiating the sale or purchase of

Policies 5500.05, 5500.08, 5500.10, 5500.12 Page 8 of 21

1 illegal drugs or alcoholic beverages at school, at a school activity, or on a school bus,
2 even if the sale/purchase does not actually take place.

3 E. Definition of Illegal Drugs

4
5 "Illegal drugs" include any drug that is illegal under Florida law such as marijuana,
6 cocaine, and heroin as well as prescription drugs for
7 which a student does not have a valid prescription.

8
9 "Illegal drugs" also includes any illegal or legal substances that may be used as an
10 intoxicant, hallucinogen, mind-altering agent, or may be used for any other unsafe
11 purpose. Examples include, but are not limited to, inhalants, over-the-counter drugs,
12 bath salts, and spice cannabinoid (JWH-018).

13
14 "Illegal drugs" also include any prescription drug that is not used as prescribed or that
15 is in the possession of someone whose name is not on the prescription. This means
16 that a student may not give his/her prescription medication to anyone else.

17 F. Possession Based upon Knowledge

18
19 If a student arrives at school or a school activity in a car that contains illegal drugs or
20 alcoholic beverages, and the principal believes there is evidence that s/he knew about
21 the illegal drugs or alcoholic beverages, then the student will be considered as being
22 in possession of the illegal drugs or alcoholic beverages.

23
24 Likewise, if a student is at a school function and are in a specific area or room where
25 there are illegal drugs or alcoholic beverages, then s/he may be considered in
26 possession of the illegal drugs or alcoholic beverages if the principal believes the
27 evidence shows that the student knew about the illegal drugs or alcoholic beverages
28 and chose to remain in the area or room. If student is in his/her own hotel room and
29 become aware that another student in the room has an illegal substance, s/he is
30 expected to alert a school staff chaperone immediately to request a room change.

31 G. Guilty of Unlawful Sale or Possession

32
33 If a student has been found guilty or delinquent for the unlawful sale or possession of
34 any controlled substance as defined in F.S. Chapter 893, the student may be
35 suspended for ~~ten (10)~~ no more than five (5) days and recommended for expulsion.

36 H. Fake Drugs

37
38 If a student is caught in possession of or caught distributing a substance that is
39 represented to be an illegal drug, s/he will be suspended for ~~ten (10)~~ no more than
40 five (5) days. The student may ask to have the ~~ten (10) day~~ suspension reduced to
41 ~~five (5) days~~ by participating in a work back program which would include the
42 completion of an approved drug or alcohol assessment.

43 I. Attempted Suicide

44
45 If a student attempts suicide with or without illegal drugs, it will be treated as a mental
46 health issue. A mental health assessment will be conducted before deciding what to
47 do.

1 Waiver Of The Discipline Or Expulsion

2 Any student who is subject to discipline or expulsion for unlawful possession or use of any substance
3 controlled under F.S. Chapter 893 may be entitled to a waiver of the discipline or expulsion under the
4 following conditions:

5 A. If the student divulges information leading to the arrest and conviction of the person
6 who supplied such controlled substance to him/her, or if the student voluntarily
7 discloses his/her unlawful possession of such controlled substance prior to his/her
8 arrest. Any information divulged which leads to such arrest and conviction is not
9 admissible in evidence in a subsequent criminal trial against the student divulging
10 such information.

11 B. If the student commits himself/herself, or is referred by the court in lieu of sentence, to
12 a State-licensed residential drug abuse program and successfully completes the
13 program.

14 A student may be disciplined or expelled for unlawful possession or use of any substance controlled
15 under F.S. Chapter 893 upon the third violation of this provision.

16 Bombs And Bomb Threats

17 If a student is involved in the making of a bomb, plans for a bomb or a fake bomb, for use at school or at
18 a school activity or while the student is at school or a school activity, s/he will be suspended for ~~ten (10)~~
19 no more than five (5) days, recommended for expulsion, and reported to law enforcement for prosecution.
20 The same actions will be taken if a student makes a bomb threat by any means that causes a disruption.

21 Chemical And Biological Attack Or Threats

22 If a student is involved in the making of a chemical or biological attack or threat against the school, a
23 school function, or anybody at school or a school function, s/he will be suspended for ~~ten (10)~~ no more
24 than five (5) days, recommended for expulsion, and reported to law enforcement for prosecution to the
25 fullest extent of the law. This applies whether or not the attack or threat is real or fake.

26 Guns, Weapons, And Dangerous ObjectsGuns:

28 Any student who brings a gun to school, to any school function, or on any school-sponsored
29 transportation, or any student who possesses or exhibits a gun at school, at any school function, or on
30 any school-sponsored transportation, shall be suspended for ~~ten (10)~~ no more than five (5) days and
31 recommended for expulsion for not less than one (1) full year. Guns shall mean firearms as defined by
32 F.S. 790 and include any objects (whether operable or inoperable), including starter guns, which will fire
33 a projectile by the action of an explosive, the frame or receiver of any such weapon, any firearm muffler or
34 silencer, or any destructive device. Guns also include any weapons which are designed to or may readily
35 be converted to such purpose.

Weapons:

37 Any student who brings a weapon to school, to any school function, or on any school-sponsored
38 transportation, or any student who possesses or exhibits a weapon at school, at any school function, or
39 on any school-sponsored transportation, shall be suspended for ~~ten (10)~~ no more than five (5) days and
40 recommended for expulsion. Weapons as defined by F.S. 790 are any objects such as, but not limited to,
41 the following: dirks, metallic knuckles, slingshots, billies, tear gas guns, chemical weapons or devices,
42 knives or other deadly weapons, other than common pocketknives (blade of four (4) inches or less which
43 are considered a dangerous object), plastic knives, or blunt bladed table knives.

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1 Guns and weapons are not allowed in a vehicle on school property, at a school bus stop, or at a school
 2 activity. If a student is a secondary student who arrives at school or a school activity in a car that
 3 contains a gun or weapon, and the principal believes there is evidence that the student knew about the
 4 gun or weapon, then s/he will be considered to be in possession of the gun or weapon.

5 If a student is an elementary or secondary student at a school function and are in a specific area or room
 6 where there is a gun or weapon, then s/he may be considered to be in possession of the gun or weapon if
 7 the principal believes the evidence shows that s/he knew about the gun or weapon and chose to remain
 8 in the area or room. If a student is in his/her own hotel room and become aware that another student in
 9 the room has a gun or weapon, s/he is expected to alert a school staff chaperone immediately to request
 10 a room change.

11 The principal may give a student written permission to possess a gun or weapon while on campus or at a
 12 school function when the gun or weapon is part of the curriculum of the school. An example of this is
 13 when a gun or rifle may be part of JROTC drill and firing ranges.

14 Dangerous Objects:

15 Dangerous objects include, but are not limited to, common pocketknives with a blade of four (4) inches or
 16 less, ice picks, razor blades, box cutters, air guns, bb guns, pellet guns, electronic weapons such as a
 17 Taser, or spring guns of any sort (whether operable or inoperable).

18 Any student who brings a dangerous object to school, to any school function, or on any school-sponsored
 19 transportation, or any student who possesses or exhibits a dangerous object at school, at any school
 20 function, or on any school sponsored transportation, with use or threatened use in an offensive or
 21 defensive manner, will be suspended for ~~ten (10)~~ no more than five (5) days and recommended for
 22 expulsion.

23 Any student who brings, possesses or exhibits a dangerous object at school, or to any school function, or
 24 on any school-sponsored transportation, without the use or threatened use in an offensive or defensive
 25 manner, is guilty of a serious breach of conduct and that student may be suspended from school for ~~ten~~
 26 ~~(10)~~ no more than five (5) days and may be recommended for reassignment or expulsion.

27 **~~Violent Acts Resulting In Serious Injury~~**

28 ~~If a student violently attacks another person or acts as a decoy in a physical attack at school, a school~~
 29 ~~function, on the bus or at a bus stop and that person is seriously injured, the student will be suspended~~
 30 ~~from school for ten (10) days and recommended for expulsion. If the attack by the student was~~
 31 ~~unprovoked, even if there was no serious injury, the student will be suspended from school and may be~~
 32 ~~reassigned or recommended for expulsion.~~

33 ~~If a student violently attacks another person somewhere else other than school, s/he may be removed~~
 34 ~~from the general education program and administratively assigned to another program when there is~~
 35 ~~evidence that the student's presence on campus may be disruptive.~~

36 **Felony Charges And Convictions For Off-Campus Conduct**

37 A. Notice of Felony Charges and Hearing

38
 39 If a student commits a crime off campus and a prosecuting attorney formally charges
 40 the student with a felony or with a delinquent act that would be a felony if s/he were an
 41 adult, s/he may be suspended for ~~ten (10)~~ no more than five (5) days by the principal.
 42 Before suspending the student, the principal will call him/her in with his/her parent to
 43 discuss the charges against the student. This discussion will be a "hearing" that will
 44 take place after the principal notifies the student's parent in writing by certified mail

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1 that the principal has received notice that s/he has been charged by the prosecuting
2 attorney. That written notice will tell the student's parent of the specific charges
3 against the student and advise them that they have a right to the "hearing."

4 B. Hearing Procedures

5
6 The "hearing" must take place within five (5) school days but no sooner than two (2)
7 school days from the postmark date or the delivery date of the certified notice to the
8 student's parent. At the "hearing" the principal will listen to witnesses called by the
9 principal and the student also may present witnesses. The student may speak on
10 his/her own behalf but s/he does not have to do so. If the student does not speak on
11 his/her own behalf, s/he cannot be threatened with punishment or later be punished
12 for not speaking.

13
14 The "hearing" will not be conducted like a court proceeding. There will be no "rules of
15 evidence" nor will there be a court reporter to provide a transcript of the "hearing."
16 After the "hearing" the principal will let the student and his/her parent know, in writing,
17 if the student is being suspended for ~~ten (10)~~ no more than five (5) days. The
18 decision to suspend the student cannot occur without conclusive evidence that the
19 prosecuting attorney has formally filed a felony charge against the student. The
20 principal must also determine that the student's presence at school, after being
21 formally charged for the incident, will have an adverse impact on the school.

22 C. Types of Charges That May Justify Suspension

23
24 The types of charges that may justify suspension under this provision are:

- 25 1. any felony involving violence,
- 26 2. rape or sexual battery,
- 27 3. lewd and lascivious act on a student under sixteen (16) years of age,
- 28 4. concealed weapon,
- 29 5. armed robbery,
- 30 6. sale of illegal drugs,
- 31 7. possession of a bomb,
- 32 8. any felony involving the use of a firearm,
- 33 9. battery on school system employee or official, or
- 34 10. aggravated battery.
- 35 11. There may be other charges that will justify suspension under this provision, if
36 the principal determines that the student's presence at school after being
37 charged will have an adverse impact on the school.

38 D. Extension of ~~Ten (10)~~ Five (5) Day Suspension

39
40 If the principal suspends a student for ~~ten (10)~~ five (5) days, the Superintendent may
41 extend the student's suspension until the outcome of the criminal charges that have
42 been filed against the student. During the student's suspension, pending the outcome
43 of the criminal charges, s/he will be assigned to an alternative educational program.
44

45 E. Expulsion upon Finding of Guilt

46
47 If the court determines that a student is guilty, the Board may expel the student.
48 During the student's expulsion, s/he may still attend the alternative program to which
49 s/he has been assigned.

- 1 F.S. 1003.57, 1006.07, 1006.08, 1006.09, 1006.13
- 2 Fl. Educational Equity Act of 1984
- 3 F.A.C. 6A-6.03312
- 4

| Adopted 12/9/09; Revised 7/27/10, 7/26/11, 12/10/13, 6/24/14, 05/19/15, [xx/xx/xx](#)

5

1 5500.10 - CODE OF STUDENT CONDUCT - DISCIPLINARY ACTION

2 The use of corporal punishment is prohibited. However, school personnel may use reasonable force to
 3 maintain a safe and orderly learning environment. Any use of reasonable force shall be in accordance
 4 with School Board policy and State Board of Education rule. The prohibition against the use of corporal
 5 punishment also extends to parents or guardians on school grounds. The following types of discipline
 6 may be used, as well as those found in the school discipline plan at each school.

7 **Detention**

8 A student can receive a detention either before school or after school. The school will give the student's
 9 parent twenty-four (24) hours' notice before s/he serves the detention. For elementary and middle school
 10 students, the administrator must contact the student's parent and have a conversation with the student's
 11 parent before the student serves the detention. For high school students, the administrator must make an
 12 effort to contact the student's parent by telephone. If the administrator is unable to contact the student's
 13 parent by telephone, the student will still be required to serve the detention. The administrator must
 14 document that an attempt to contact the student's parent was made. The student's parent is responsible
 15 for the student's transportation when s/he has detention.

16 **In-School Suspension**

17 A student can be assigned and sent to designated rooms or programs (examples: IC, ABC) in his/her
 18 school during the school day. A student will receive full credit for class work completed while in the
 19 assigned room or program and his/her absence will be a Code 6.

20 **Student Work Assignments**

21 If the student's parent and a school administrator agree, the administrator can assign the student to a
 22 work detail at the school for up to ten (10) hours for each offense. The principal will decide who will
 23 supervise the student's work.

24 **Saturday School**

25 A student can be sent to Saturday School if an administrator has contacted the student's parent and had
 26 a conversation with them at least twenty-four (24) hours in advance.

27 **Removal from Class**

28 A teacher may require that a student be removed from class if it has been documented that his/her
 29 behavior has seriously disrupted the teaching or learning in the classroom. If a student is removed from a
 30 class the principal may place the student in another appropriate classroom, in-school suspension, an
 31 alternative education program, or the principal may recommend the student for suspension or expulsion.

32 A student cannot be returned to that teacher's classroom unless the teacher consents or a school-based
 33 placement review committee has determined that doing so is the best or only available alternative. A
 34 decision on whether to return a student to the classroom must be made by the teacher or the committee
 35 within (5) days of the removal.

36 **Parent Shadows Student**

37 With reasonable notice, and if the principal and the parent agree, the parent will attend classes with a
 38 student for a day or specific period of time.

39

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1 **Out-of-School Suspension**

2 | A student can be suspended from school for ~~up to ten (10)~~ no more than five (5) days at a time. If a
 3 student is suspended s/he cannot be on school grounds or attend any school activities. The administrator
 4 may consider the following before deciding to suspend a student:

- 5 A. has the student been sent to the administrator at least once before?
- 6 B. has the student's parent been told that his/her behavior is a problem and that s/he
 7 may be suspended?
- 8 C. has the student been referred to his/her guidance counselor?
- 9 D. has the student been given a work assignment before?
- 10 E. has the student been referred to an outside agency for assistance?

11 There are circumstances under which the administration will suspend a student on the first offense.

12 **Transfer**

13 A student may be transferred to another school, including an alternative school (such as Pinellas
 14 Secondary, TELESCHOOL, adult school, etc.). The principal must recommend the student's transfer in
 15 writing to the Area Superintendent for the student's area and provide the student's parent with a copy of
 16 the recommendation. The student's parent may appeal a transfer to the Area Superintendent within five
 17 (5) days of being notified of the transfer recommendation. ~~The Area Superintendent decides whether the
 18 student will be transferred. If the student's parent disagrees with the Director's decision, they may appeal
 19 it to the Region Area Superintendent. The Area Superintendent will review the situation and decide
 20 whether the student will be transferred. The student or parent cannot appeal the Area Superintendent's
 21 decision.~~

22 **Disciplinary Reassignment**

23 If the principal determines that a student has done something wrong that requires removal from the
 24 regular school program, s/he will be suspended for ~~ten (10)~~ no more than five (5) school days and then
 25 sent to an alternative school.

- 26 Q. How long does a student have to attend the alternative program?
- 27 A. For one (1), two (2), or three (3) semesters. If a student does not behave or does not
 28 do his/her work at the alternative school, s/he may have to stay there even longer.
 29 Students may be offered the opportunity to enter into an early workback agreement if
 30 there are extenuating circumstances.
- 31 Q. What if a student gets reassigned a second time?
- 32 A. If the student is a general education student, s/he will be reassigned for one (1), two
 33 (2), or three (3) semesters. Most second reassignments will be to TELESCHOOL. If
 34 a student is an ESE student s/he may be returned to an appropriate alternative
 35 school.
- 36 Q. Can a student go back and visit his/her regular school or other schools while s/he is
 37 reassigned to an alternative school?
- 38 A. No. A student cannot go back to his/her school, or visit any other school, or be on any
 39 property leased or owned by the Board. A student cannot attend any school activity

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- 1 (sports events, graduation, performances, banquets, etc.), even as a spectator without
2 permission from the Area Superintendent.
- 3 Q. What if a student is reassigned to attend an alternative school for the last semester of
4 his/her senior year?
- 5 A. If a student is reassigned to attend an alternative school during the last semester of
6 school before s/he graduates, the following rule applies:
7
8 The student's parent may appeal to a District Review Committee to ask for permission
9 to participate in the student's regular school's graduation ceremony. The Committee
10 will consider the following factors:
- 11 1. the nature of the offense
 - 12 2. the student's discipline history
 - 13 3. the student's performance, attendance, and discipline record in the alternative
14 program
 - 15 4. other factors it considers to be mitigating or aggravating
- 16 Q. When will the District Review Committee meet?
- 17 A. No later than ten (10) days before the last day of school.
- 18 Q. Who sits on the District Review Committee?
- 19 A. The District Review Committee shall consist of the Area Superintendents and the
20 President of the County Council of PTAs or a designee. An Area Superintendents
21 shall not vote on an appeal involving a school from their area. The PTA
22 representative shall also not hear an appeal from a school with which s/he is
23 associated.
- 24 Q. Can a student appeal the decision of the District Review Committee to anyone?
- 25 A. No.
- 26 Q. What if a student is reassigned after the District Review Committee has met?
- 27 A. Then the principal will decide whether the student can attend graduation and end of
28 the school year activities considering the same factors considered by the District
29 Review Committee. The student cannot appeal the principal's decision.
- 30 Q. Can a student appeal his/her reassignment to an alternative school?
- 31 A. No, a student can only appeal the ~~ten (10)~~ five (5) days of suspension. If the
32 suspension is removed, the reassignment will not occur.
- 33 Q. How does a student appeal a suspension linked to a reassignment?
- 34 A. Within two (2) school days of being suspended, the student or his/her parent writes a
35 letter to the principal explaining why the student thinks s/he should not be suspended.
36 The student's parents may prefer to have the appeal with the principal by telephone.
37 The principal will write to the student's parents within two (2) school days to tell them
38 whether the student's suspension is being upheld.

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1
2 If the principal upholds a student's suspension, s/he or his/her parents may write a
3 letter to the Area Superintendent appealing the suspension within two (2) school days
4 of receiving the principal's decision. The Area Superintendent will review the facts of
5 the case and determine whether the student was given due process. The Area
6 Superintendent will not reinvestigate the incident. The student cannot appeal the Area
7 Superintendent's decision.

8 Q. What does a student do about class work during the ~~ten (10)~~ five (5) day suspension
9 before s/he begins to attend the alternative school?

10 A. Your withdrawal grade will be established at the time of reassignment from the regular
11 school. The alternative school staff will assign all work after that time.

12 Q. What if a student is reassigned at the end of the semester during high school—how
13 does that affect his/her classes?

14 A. If a student's suspension begins fifteen (15) days or less before the end of the
15 semester, then the regular school staff will supply the student's regular class work,
16 and they will also supply review and testing material and arrange for the student to
17 take his/her exams. In addition, if there are less than thirty (30) school days left in a
18 semester then the period of reassignment will include the remainder of the current
19 semester in addition to the designated semesters of reassignment.

20 Expulsion

21 An expulsion means that a student cannot attend any District school except as allowed by the Board. If a
22 student is serving an expulsion during the last semester of his/her senior year, s/he is not allowed to
23 participate in his/her home school graduation ceremony. If a student commits an offense that is
24 considered exceedingly serious, (a student causes critical human injury, extensive property damage, or
25 excessive school disruption) the Board may decide not to allow the student to attend any school,
26 including TELESCHOOL. In this instance referrals to community resources will be made.

27 Q. Can a student go back and visit his/her regular school or other schools while s/he is
28 expelled?

29 A. No. A student cannot go back to his/her school, or visit any other school, or be on any
30 property leased or owned by the Board. A student cannot attend any school activity
31 (sports events, graduation, performances, banquets, etc.).

32 Q. May a student attend other schools or programs that are not run by the District during
33 the expulsion?

34 A. Yes, a student can attend local Juvenile Services Programs, PACE, Urban League, or
35 other such programs, but acceptance is entirely up to that program's staff. Other
36 public schools and most private schools will not allow a student to enroll during the
37 expulsion period.

38 F.S. 1001.41, 1001.42, 1001.43, 1006.07(2), 1006.13

39 [Revised xx/xx/xx](#)

1 5500.12 - CODE OF STUDENT CONDUCT - SUSPENSION/EXPULSION

2 **HOW A STUDENT MAY BE SUSPENDED OR EXPELLED FROM SCHOOL**

3 **In General**

4 A student has a right to attend school and have an opportunity to learn. A student can lose that right to
5 attend school if s/he violates the Code of Student Conduct or a school rule. A student loses the right to
6 attend school by being suspended or expelled. During the period of suspension or expulsion, a student
7 may not enter upon District property or attend any District or school sponsored activity or event without
8 the permission of an administrator.

9 **Suspension**

10 Q. Who can suspend a student?

11 A. The principal or someone designated by the principal (such as an assistant principal)
12 can suspend a student.

13 Q. How long can a student be suspended?

14 A. A student can be suspended from school for one (1) school day or up to ~~ten (10)~~five
15 (5) school days.

16 Q. What happens before a suspension?

17 A. The principal or assistant principal becomes aware that a student has broken a rule in
18 the Code of Student Conduct or a school rule. S/He will investigate by talking to
19 students, teachers, or others who may know something about what happened. Even
20 if the student is one (1) of the students who broke the rule, the principal or assistant
21 principal may talk to the student as part of the investigation. After talking to people
22 who were involved or witnesses, the principal or assistant principal will determine who
23 s/he thinks broke a rule.

24 Q. What if the principal or assistant principal determines that a student broke a rule?

25 A. As soon as possible the principal or assistant principal will talk to the student. The
26 administrator will tell the student that s/he has broken a rule in the Code of Student
27 Conduct or a school rule. The student also will be given something in writing, like a
28 discipline referral, that tells the student the same thing. A student will then be told
29 why the administrator thinks that s/he has broken the rule. After this happens, the
30 student should know what s/he is accused of doing and what evidence there is that
31 supports the accusations.

32 Q. What happens next?

33 A. The student will now have an opportunity to tell the principal or assistant principal
34 his/her side of the story. The student can ask that they talk to someone s/he thinks
35 may know something about what happened. The student can give the principal or
36 assistant principal a written statement to read. After listening to the student and
37 reading anything that s/he has given them, the principal or assistant principal may talk
38 to the people s/he told them about and anybody else that they need to contact.

39 After that, the principal or assistant principal will decide if the student has broken a
40

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1 rule in the Code of Student Conduct or a school rule. If s/he decides that the student
 2 has broken a rule, they will then decide if the student should be suspended from
 3 school and how long the student will be suspended. The student will be told about
 4 this decision.

5 Q. Will the student's parents know?

6 A. The principal or assistant principal will try to telephone the student's parents and let
 7 them know about the suspension. If they cannot reach the student's parents by
 8 telephone, then they will write down how many times they tried and what happened.
 9 The student's parents will be mailed a letter titled Written Notice of Suspension within
 10 twenty-four (24) hours of the decision. The student will be given a copy of that letter.
 11 If the student or his/her parents claim that s/he did not receive the letter, it will not
 12 change the suspension. The student will be given another copy of the letter if s/he
 13 requests one.

14 Q. How can a student appeal a suspension?

15 A. If the student's parents want to appeal the suspension, they should notify the principal
 16 in writing before the student's suspension is over. When the principal receives the
 17 notice from the student's parents that they wish to appeal, s/he will offer to arrange a
 18 conference with the student's parents. The student's parents may prefer to discuss
 19 their appeal with the principal by telephone. If the student's parents do not notify the
 20 principal in writing before the end of the student's suspension that they want to
 21 appeal, the suspension is final.

22 Q. What happens at the conference?

23 A. The student's parents (and the student if s/he is present) will discuss with the principal
 24 what has occurred. The principal will go over the incident that led to the suspension
 25 and review the evidence supporting the suspension. The principal also will review the
 26 process that was followed leading up to the decision to suspend the student. This will
 27 include a review of how the student was told about the accusations and the evidence
 28 against the student and how the student was allowed an opportunity to tell his/her side
 29 of the story.

30
 31 If the student or his/her parents believe that the school did not follow all of the
 32 requirements for suspending the student, the student must tell the principal exactly
 33 what was not done that the student believes should have been done. For example, if
 34 the assistant principal did not give the student something in writing that told the
 35 student what s/he was accused of doing, the student must tell the principal that at this
 36 conference or the student cannot later complain about not being advised in writing of
 37 the accusations against the student.

38
 39 If the principal agrees with the student's parents that one (1) or more requirements for
 40 suspending the student were overlooked, the principal can then comply with those
 41 requirements at the conference or can start the suspension process from the
 42 beginning and go through it again.

43 If there are witnesses who had not been interviewed prior to the suspension, whom the student thinks
 44 may have information about the incident, then the student should inform the principal of the names of
 45 those witnesses at this conference. The principal may decide to interview those witnesses before making
 46 his/her final decision or the principal may believe that s/he has enough information already to make a final
 47 decision.

- 1 Q. When will the principal decide the appeal?
- 2 A. The principal will provide the student and his/her parents a written decision within five
3 (5) school days of the conference.
- 4 Q. Is the student suspended during the appeal?
- 5 A. The student will continue to serve the suspension until a final decision is made after
6 all appeals.
- 7 Q. What if the suspension was not appropriate?
- 8 A. Any record of the suspension will be taken out of the student's records and the
9 student will be given the opportunity to make up all schoolwork that s/he missed,
10 without penalty.
- 11 Q. Can the student appeal the principal's decision?
- 12 A. The student may appeal the principal's decision to the Area Superintendent or a
13 person designated by the Area Superintendent. To appeal to the Area
14 Superintendent, the student must notify him/her in writing within five (5) school days of
15 the date of the principal's final decision.
- 16 Q. What will be reviewed on this appeal?
- 17 A. This appeal only concerns whether or not the proper procedures were followed in
18 making the final decision to suspend the student. There will be no further
19 investigation or interviews with witnesses about the incident, although the facts of the
20 case will be reviewed.
21
22 If the proper procedures were not followed, then the suspension will be sent back to
23 the principal to follow the proper procedures and decide on whether or not to suspend
24 the student. If, after following the proper procedures, the principal decides that the
25 student should not be suspended, any record of the suspension will be taken out of
26 the student's records and s/he will be given the opportunity to make up all schoolwork
27 that s/he missed, without penalty.
- 28 **Expulsion**
- 29 Q. Who can expel a student?
- 30 A. Only the Board can expel a student based upon a recommendation by the
31 Superintendent. The Superintendent will make a recommendation for expulsion only
32 after receiving a recommendation from the principal. The principal will make such a
33 recommendation for expulsion only after having suspended the student for ~~ten (10)~~
34 no more than five (5) school days. The principal's recommendation will contain a detailed
35 explanation of the incident and the student's record of attendance, academics, and
36 discipline.
- 37 Q. Will a student's parents be notified?
- 38 A. The student and his/her parents will be notified in writing if the Superintendent
39 recommends that the Board expel a student. The allegations against the student will
40 be explained. The student will also be told that s/he can request a hearing.

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- 1 Q. What if the student's parents want to request a hearing?
- 2 A. The parents should submit a written request for a hearing to the School Board
3 Attorney's office. After the parents request a hearing, the Superintendent will assign
4 the student to an appropriate school program other than his/her regular school.
- 5 Q. What if the student's parents do not request a hearing?
- 6 A. If the parents do not ask for a hearing, the charges are considered to be true. The
7 student and his/her parents may come to the Board meeting to talk about the length of
8 the expulsion.
- 9 Q. Who conducts the hearing?
- 10 A. A local attorney who is a volunteer will preside over the hearing. The attorney is an
11 impartial hearing officer who is not an employee of the School District.
- 12 Q. When will the hearing take place?
- 13 A. The Superintendent's attorney will schedule the hearing and notify the student and
14 his/her parents in writing of the date, time, and place of the hearing. The student will
15 receive this notification at least two (2) weeks before the hearing takes place.
- 16 Q. Can a student have an attorney at the hearing?
- 17 A. The student is entitled to have an attorney or other representative provide him/her
18 with legal representation. Any fees for such representation will be the student's
19 parents' responsibility.
- 20 Q. What happens at the hearing?
- 21 A. The Superintendent's attorney will present witnesses and documents to support the
22 allegations to the impartial hearing officer. The parents or attorney will have an
23 opportunity to cross-examine the witnesses and to present witnesses and evidence on
24 the student's behalf.
- 25 Q. Will there be a record of the hearing?
- 26 A. The Board will provide a certified court reporter for the hearing. The court reporter will
27 take down everything that is said at the hearing. If the student's parent wants a full or
28 partial transcript of the hearing, they can pay the court reporter to provide one for
29 them. The court reporter may require payment in advance.
- 30 Q. What happens after the hearing?
- 31 A. The impartial hearing officer will make a decision based upon the evidence presented
32 at the hearing. S/He will decide what the facts are and make a recommendation in
33 writing to the Board. A copy of that recommendation will be provided to the student,
34 his/her parents, and the Superintendent's attorney.
- 35 Q. Who makes the final decision?
- 36 A. The Board will make the final decision on whether or not the student should be
37 expelled and if so, for how long. The student, his/her parents, and their attorney will
38 have an opportunity to appear before the Board in private to discuss the

Policies 5500.05, 5500.08, 5500.10, 5500.12 Page 22 of 22

1 recommendation of the impartial hearing officer. The parents may request to meet in
2 public to discuss the recommendation with the Board.

3 Q. How long can the Board expel a student?

4 A. A student can be expelled for the remainder of the current school year and one (1)
5 additional school year. Usually the length of the expulsion is specified in the number
6 of semesters. If there are fewer than thirty (30) school days left in the current
7 semester when the student's suspension begins, the student's will stay out the rest of
8 that semester plus the designated semesters of expulsion. A student who is serving
9 an expulsion during last semester of his/her senior year may not participate in the
10 graduation ceremony.

11 Q. Can a student appeal the Board's decision to expel?

12 A. A student can appeal the Board's decision to the District Court of Appeal in Tampa.
13 The student must do so within thirty (30) days of the date of the Board's order
14 expelling the student.

15 F.S. 1001.41, 1001.42, 1001.43, 1006.07(2), 1006.13

16 | [Revised xx/xx/xx](#)

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20 Approved as to form and legality:

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School Board Attorney