

MINUTES OF THE APRIL 16, 2024 MEETING OF THE BOARD OF TRUSTEES OF ST. PETERSBURG COLLEGE

The Board of Trustees of St. Petersburg College met on Tuesday, April 16, 2024 at the St. Petersburg College Clearwater Campus, ES 104 2465 Drew Street, Clearwater, Florida. The following Board members were present: Chair Jason Butts, Vice Chair Deveron Gibbons, Katie Cole, and Thomas Kidwell. Also present was Tonjua Williams, President of St. Petersburg College and Secretary to the Board of Trustees. Proof of public notice of this meeting is included as part of these minutes. Notices were duly posted.

NOTICE OF MEETING BOARD OF TRUSTEES, ST. PETERSBURG COLLEGE

The Board of Trustees of St. Petersburg College will hold a public meeting to which all persons are invited, commencing at 9:00 a.m. on Tuesday, April 16, 2024 at the St. Petersburg College Clearwater Campus, ES 104 2465 Drew Street, Clearwater, Florida. The meeting will be held for the purpose of considering routine business of the College; however, there are no rules being presented for adoption or amendment at this meeting.

A copy of the agenda may be obtained within seven (7) days of the meeting on the [SPC Board of Trustees website](#) at www.spcollege.edu, or by calling the Board Clerk at (727) 341-3241.

Members of the public are given the opportunity to provide public comment at meetings of the Board of Trustees concerning matters and propositions on the agenda for discussion and Board action. At the Board meeting, in advance of the time for public comment on the agenda, individuals desiring to speak shall submit a registration card to the Board Clerk, Ms. Rebecca Turner, at the staff table. Policy and procedures regarding public comment can be found on the [SPC Board of Trustees website](#) at www.spcollege.edu

If any person wishes to appeal a decision made with respect to any matter considered by the Board, he or she will need a record of the proceedings. It is the obligation of such person to ensure that a verbatim record of the proceedings is made. Section 286.0105, Florida Statutes.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the agency five business days before the meeting by contacting the Board Clerk at 727-341-3241. If you are planning to attend the meeting and are hearing impaired, please contact the agency five business days before the meeting by calling 727-791-2422 (V/TTY) or 727-474-1907 (VP).

24-046. In accordance with the Administrative Procedure Act, the following Agenda was prepared:



ST. PETERSBURG COLLEGE

Board of Trustees Meeting
April 16, 2024
Clearwater Campus (ES 104)
2465 Drew Street
Clearwater, FL

SPECIAL MEETING: 9:00 A.M.

I. CALL TO ORDER

- A. Invocation
- B. Pledge of Allegiance

II. RECOGNITIONS/COMMENTS

- A. Retirements (None)
- B. SPC Spotlights
- C. Board of Trustees
 - a. Chair
 - b. Trustees
- D. General Counsel

III. REVIEW AND APPROVAL OF MINUTES

Board of Trustees' Meeting of March 19, 2024 (*Action*)

IV. PUBLIC COMMENT Pursuant to §286.0105 FS*

V. PRESIDENT'S REPORT

VI. CONSENT AGENDA

- A. OLD BUSINESS (items previously considered but not finalized)
- B. NEW BUSINESS
 - 1. ADMINISTRATIVE MATTERS

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- a. Human Resources
 - i. Personnel Report (*Action*)

- b. Lab Fees (*Action*)

- 2. GRANTS/RESTRICTED FUNDS CONTRACTS
 - a. Florida Department of Commerce – Capital Project Fund—Digital Connectivity Technology Program (*Action*)
 - b. Florida Blue Foundation – Mental Well Being Grant (*Action*)

- 3. BIDS, EXPENDITURES, CONTRACTS OVER \$325,000
 - a. Worknet Pinellas, Inc. d/b/a CareerSource Pinellas – Training Agent Agreement (*Action*)

- 4. CAPITAL OUTLAY, MAINTENANCE, RENOVATION, AND CONSTRUCTION
 - a. Authorization to Close on Health Education Center South Annex
 - b. Change Order Deferred Maintenance Roof Project, Natural Science, SPG (*Action*)
 - c. Certification of Final Inspection/Project Acceptance, Deferred Maintenance Roof Projects (*Action*)

- 5. OTHER
 - a. Enterprise Fleet Management - Fleet Lease Agreements (*Action*)

VII - INFORMATIONAL REPORTS

- A. Direct Support Organization
 - 1. Institute for Strategic Policy and Solutions (*Information*)
 - 2. St. Petersburg College Foundation (*Information*)
- B. Palladium at St. Petersburg College (*Information*)
- C. Leepa Rattner Museum of Art (*Information*)
- D. Fiscal Year 2023-2024 College General Operating Budget Report with Tuition Revenue (*Information*)
- E. Removal of Certain Assets from Property Inventory (*Information*)

VIII. NEXT MEETING DATE

May 21, 2024, Workshop, EpiCenter

IX. ADJOURNMENT

ST. PETERSBURG COLLEGIATE HIGH SCHOOL GOVERNING BOARD MEETING
TO IMMEDIATELY FOLLOW –

Presenter: Catherine Kennedy, AVP, Academic Affairs and Partnerships (see separate agenda)

*St. Petersburg College Board of Trustees welcomes public comments during its regular monthly meetings. Any person or group wishing to make public comments must complete a "Public Comment Card." Procedures for making public comments are as follows:

1. Complete Public Comment card including your name, address, telephone number and agenda item number referring to the purpose of your public comment.
2. Prior to the start of the Board of Trustees Meeting, submit the completed card to the Board of Trustees Clerk. Comment Cards will not be accepted at any other time during the meeting.
3. When your name is called, approach the podium with the microphone, and state your name and address for the record.
4. Comments are limited to three minutes. This is the opportunity for people to make public comments regarding an agenda item prior to the approval of the agenda item.

Student appeals for grades or discipline issues are not heard by the St. Petersburg College Board of Trustees. Students wishing to file an appeal are referred to the SPC Board of Trustee Procedure P6Hx23-4.36.

Any person(s) not adhering to the Board's guidelines or who make comments which could be perceived as slanderous or disruptive may be barred from making future comments before the Board .

Items summarized on the agenda may not contain full information regarding the matter being considered. Further information regarding these items may be obtained by calling the Board Clerk at (727) 341-3241.

24-047. Under Item I, Call to Order

The meeting was convened by Chair Butts at 9:00 a.m. The invocation was given by Chair Butts and was immediately followed by the Pledge of Allegiance.

24-048. Under Item II – Recognitions/Comments

- A. Retirements (None)
- B. SPC Spotlights

Dr. Williams shared the following SPC spotlights:

- Welcomed Leslie Fann and Paul Valenti to HR
- Congratulated Dean Rivero, Professor Lightfoot, the SPC Model U.N., and others who provided tutoring for capturing the Outstanding Delegation award recognition (Cuba)
- Dr. Kristine Whaley published a theological book
- Dean Emanuel Hernandez brought TEDx to SPC
- Thanked Dr. Craig Joseph for his work with the solar eclipse
- Applauded Jeff Kronschnabl for the 17th Public Policy Leadership Speakers Series Luncheon
- Applauded the partnership with Moffitt Center, the Clearwater campus, and the career expo, which 156 interested students attended, met with Moffitt representatives, and learned about cancer treatment coming down the pipe and how SPC can assist student learning

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- Thanked Jesse Turtle and team for the SPC Foundation's 24th Annual Donors and Scholars Luncheon, attended by approximately 300 donors
- Thanked the team who put on the 7th annual alumni mixer
- Dental Hygiene graduates achieved 100% national board pass rate; thanked Deanna Stentiford and faculty
- Physical therapy assistant students 100% pass rate on national physical therapy exam; thanked staff and support staff

C. Board of Trustees

a. Chair

Chair Butts shared that he joined the Donors & Scholars luncheon and thanked Jesse Turtle and his team, noting how nice it is to see people from all walks of life supporting the College.

b. Trustees

Mr. Kidwell announced he will miss the Foundation board meeting Thursday and wanted to share the following highlights:

- Donors & Scholars Luncheon was amazing; the Foundation completed a banner year with final numbers of about \$5.4 million with \$12.1 million fundraising
- The Foundation is hosting a social event tomorrow night
- Thursday will be a gallery naming reception for James Mitchell Jr. celebrating his gift to Leepa-Rattner
- Titans baseball game is Saturday, with board member Steve Shepherd will throwing out the first pitch
- Washington D.C. highlights: He noted needing assistance from Melissa Gonzalez, Devron, and Dr. Williams after a whirlwind of productive meetings, and the feel of following celebrities with them and Trustee Gibbons. A lot of good things will come out of the visit, including the chance to send SPC students to D.C. next year through a group that hosts students, many of whom have never been out of their state or even county.

Dr. Williams added they had the opportunity to go into the West Wing, meet with many high-ranking officials to build relationships and partnerships for students to spend time in D.C. in the summer. Opportunities were opened; the team attended strategy sessions about how to get access to federal funds, from earmarked dollars to grant dollars. She noted that Trustee Gibbons was extremely instrumental, and thanked him and the lobbying firm.

Mr. Gibbons shared that it was one of the best trips in terms of staying on agenda and moving causes forward and that meetings were informative and resourceful for ROI to SPC. He commended Dr. Williams for picking an excellent lobbying firm and thanked Melissa.

Mr. Kidwell also thanked Allison and Kendrick.

Ms. Cole recognized the Foundation for the scholarship luncheon and noted that she is excited to attend tomorrow's Clearwater campus ambassador luncheon for business and community leaders.

Chair Butts thanked the team for going to D.C. and expressed regret for not being able to make the trip, which has made a big effort on the College through the years.

D. General Counsel

Ms. Conza shared that the College continues to bargain with full-time faculty, with 11 articles agreed to and seven pending, including compensation and faculty duties and responsibilities. The next meeting is Thursday and sessions are scheduled through the end of May.

24-049. Under Item III, Review and Approval of Minutes

The minutes of the April 16 2024 Meeting Minutes of the Board of Trustees of St. Petersburg College were presented by the chairman for approval. Mr. Kidwell moved approval of the minutes as submitted. Chair Butts seconded the motion. The motion passed unanimously.

24-050. Under Item IV, Public Comments

Sonia King shared her appreciation for SPC's positive work and acknowledged the board and president's efforts on budget and insurance negotiations. Emphasized the shared goal of student success and highlighted the need for faculty support through better salaries, working conditions, and benefits.

Robin Bower-Miller expressed concerns about faculty feeling disconnected and its impact on mental health. She stated that she supported the mental health grant and advocated for improved communication, trust, and collaboration at SPC.

Miss Conza asked her to keep her comments to the agenda, noting that the comments appear to be related to the Florida Blue Foundation mental wellbeing grant.

Robin Bower-Miller continued by noting that she hopes the College will approve the grant and continue to support mental health, which many have been advocating for since at least 1990 with the help of Dr. Greg Byrd. The College needs to improve communication, and listen to one another to understand, and build trust and collaboration; to put SPC back on top again. She submitted her paper.

Dr. Williams confirmed that the mental health grant is supported and noted that Ms. Bower-Miller was in favor of it and Offered to meet with anyone regarding their concerns.

Christina James Shared her personal connection to SPC and the impact of mental health struggles on her family. Expressed disappointment about professors needing additional jobs and supported the mental health grant wholeheartedly.

Chair Butts indicated that anyone with comments not related to the agenda could make them via another channel.

Dr. Williams indicated she was more than happy to meet with any of them about any concern.

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Chair Butts reiterated that the board – along with administration, faculty, and leaders – are always open to listen. He noted that each conversation has a time and place and that the channel chosen must be the proper one.

24-051. Under Item V – President’s Report

Dr. Williams shared the following:

- Proposed Strategic Plan Pillars (2024-2027)
 - Board retreat completed
 - Announced the pillars and invited Melissa Gonzalez, Consultant, to present the Pillars:
 - Pillar: Create economic mobility
 - Pillar: Deliver excellence in learning
 - Pillar: Mobilize community advancement
 - 100-year legacy: From community college to online learning platforms and business/organization partnerships, SPC has remained dedicated to ensuring education is within reach for all who seek it
 - She reviewed the planning roadmap including tactics, timelines, stakeholders, research, SWOT analysis, risk, and implementation/execution
 - Board members were in agreement with the pillars

Chair Butts indicated he likes the pillars, and how they’re broken down with goals with implementation.

Mr. Kidwell indicated that he looks forward to the college tackling all of the initiatives.

Dr. Williams noted plans are still being built and the team can move forward with board approval.

Ms. Cole noted the pillars are well-received and that SPC is on the right path, moving quickly forward. She continued that some things still need focus, but now the College is in a position to think big, after working on Aspen requirements two years ago with that criteria always in the background of everything the College does. She shared that all the other recognitions will come because it’s what needs to be done and that she looks forward to seeing how the strategies and goals fit into the pillars. Ms. Cole shared how she appreciated having a plan and aligning budget to goals.

- Information Technology Update
 - Dr. Williams invited Dr. Rinard, Vice President, Information Technology, to present an update:
 - Proud of team: Community, development, and leadership
 - No more disconnect between the IT team and the College; IT members volunteered at commencement and it was eye-opening
 - This year focused on the “why” of work
 - Teambuilding day for IT in two weeks at Collaborative Labs

- Wants IT to be a strategic differentiator
- Most important role: Ensuring the right team is in place, looking for next generation leadership
- Reviewed 2023-2024 milestones:
 - Improved security posture
 - Information technology advisory group (ITAG), every division of the College represented
 - IT stakeholder survey (to faculty and staff); thrilled with the response rate
 - New helpdesk ticketing system
 - New learning management system
 - Partnership with CCIT
 - Power BI for analytics
 - Virtual desktop infrastructure expansion
 - 5-year technology refresh plan
- CIO Priorities:
 - Gain stronger control over data
 - Balance innovation and operational excellence
 - Double-down on cybersecurity
 - Build robust talent development plan
 - Delve deeper into AI
- IS:
 - Two external security reviews
 - Invested in AI
 - Better dealing with malicious activity
 - Instant feedback on phishing
 - Expanded security operations center with student interns
 - Spending has increased; phishing reports have decreased
- AI
 - Disruptive in every industry
 - Future of work and learning is top of mind
 - SPC has not yet built an AI strategy
 - Will visit Miami-Dade College, a pioneer
- 2024 and Beyond, focus on:
 - Team development
 - Strengthen IT security
 - Innovation
- PeopleSoft update:
 - The company is not innovating; just maintaining
 - SPC has begun searching for replacement enterprise software for education
 - HR and Finance systems are solid; want one platform and data model

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Chair Butts thanked Dr. Rinard for the great work building the team and identifying and cleaning a process. He asked where SPC is with onsite servers vs. cloud storage.

Dr. Rinard replied that all but one mission critical systems are in the cloud. Document imaging is still on-prem, with budget proposal this year to move to the cloud.

Mr. Kidwell commended the team, noting IT has come a long way in less than a year and that everything in the presentation aligns with the meetings in Washington D.C.

Mr. Gibbons thanked Dr. Rinard for a great presentation.

Dr. Williams shared that she likes the College coming up with a framework and strategy and that she recently met with faculty and an academic innovation workgroup resulted with more than 15 faculty volunteered to join the group. She is excited about the group and moving the College forward. Dr. Williams continued with the President's Report:

- State advocacy update
 - Budget: Pending governor approval; a preliminary budget will be reviewed at the May meeting if needed
 - Heath insurance: Dr. Williams will attend a meeting this week; goal is to begin talking about transitioning in; it sends a signal that things are going in the right direction
 - Intellectual diversity survey: sent to students last month; employee survey pending
 - June: Dr. Williams wants to work on legislative strategy for the next session to advocate early
- May initiatives
 - Confirmed Commencement being held on Wednesday May 15th.
 - Asked the board to review the schedule of SPC pinnings and graduations and advise which events they planned to attend

24-052. **Under Item VI – A, Old Business**
NONE

24-053. **Under VI-B, New Business**

The Board considered Items VI – B.1a -VI. B.5a. Mr. Gibbons moved approval. Mr. Kidwell seconded the motion. The motion passed unanimously.

24-054. **Under VII, Informational Reports**

- A. Direct Support Organization
 - 1. Institute for Strategic Policy and Solutions (*Information*)
 - 2. St. Petersburg College Foundation (*Information*)
- B. Palladium at St. Petersburg College (*Information*)

- C. Leepa Rattner Museum of Art (*Information*)
- D. Fiscal Year 2023-2024 College General Operating Budget Report with Tuition Revenue (*Information*)

24-055. Under Item VIII, Next Meeting Date and Location

The Board confirmed its next meeting date and location as Tuesday, May 21, 2024 9:00 a.m., at the EpiCenter.

XI. ADJOURNMENT

Having no further business to come before the Board, Chair Butts adjourned the meeting at 10:06 a.m.

*ST. PETERSBURG COLLEGIATE HIGH SCHOOL GOVERNING BOARD MEETING
TO IMMEDIATELY FOLLOW –*

Presenter: Catherine Kennedy, AVP, Academic Affairs and Partnerships (see separate agenda)

Board Chair called to order the Governing Board for the St. Petersburg Collegiate High Schools at 10:06 a.m.

Catherine Kennedy indicated she was present to seek approval on three items:

1. 15-year Charter Renewals for St. Pete Gibbs and Tarpon Springs

She credited Ian call and Ryan Halstead and thanked them for their leadership, and noted that renewals are for 15 years (instead of 5) because of good status. These charters would expire in 2039. She noted that Pinellas County School Board has already signed the agreement.

Mr. Kidwell moved approval of the charter renewals. Mr. Gibbons seconded the motion. The motion passed unanimously.

Chair Butts thanked the team for their tremendous work, earning CHS a great reputation, with more and more people are talking about it.

2. 2024-2025 Academic Calendar

Ms. Kennedy noted that students are high schoolers and must have 180 days of instruction.

Mr. Kidwell moved approval of the academic calendar. Mr. Gibbons seconded the motion. The motion passed unanimously.

3. Budget Amendment

Ms. Kennedy noted that the amendment is for stabilization transfer from Gibbs to STEM and thanked Principal Raquel Hairston for getting STEM up and running and seeking and receiving accreditation by Cognia, a milestone almost unheard of in just the second year of operation. She

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shared that next school year will be the first class of seniors at the STEM campus who will graduate from an accredited high school.

Mr. Gibbons moved approval of the budget amendment. Ms. Cole seconded the motion. The motion passed unanimously.

Chair Butts adjourned the meeting at 10:13 am.

Tonjua Williams, Ph.D.
Secretary, Board of Trustees
St. Petersburg College
FLORIDA


Jason Butts
Chairman, Board of Trustees
St. Petersburg College
FLORIDA

Attachments
Board Memos and
Supplemental Materials

Board of Trustees Meeting
April 16, 2024

April 16, 2024

MEMORANDUM

TO: Board of Trustees, St. Petersburg College
FROM: Dr. Tonjua Williams, President 
SUBJECT: Personnel Report

Approval is sought for the following recommended personnel transactions:

HIRE Budgeted Administrative & Professional

Name	Title	Department/Location	Effective Date
Sabree, Kengia T	Program Director II	Health Information Mgmt HC	3/18/2024
Byrd, Steven P	Workforce Innovation Hub Coord	Provost Office TS	3/4/2024
Delese, Rosemary	Transfer Evaluation Manager	Admissions & Central Records	3/4/2024
Fann, Leslie C	Assoc. Dir of Ben,Well & Comp	Human Resources Benefits	3/18/2024
Kashef, Farah	Instructional Design Spec	Online Learning and Services	3/18/2024
Law, Kasey L	Career & Academic Advisor	Provost Office SE	3/4/2024
Leary, Kevin F	Grant Writer	Grant Development	3/4/2024
Partin, Shawn M	Workforce Innovation Hub Coord	Provost Office TS	3/4/2024
Bell, Kevin S	Career & Academic Advisor	Associate Provost Office HC	3/18/2024

TRANSFER/PROMOTION Budgeted Administrative & Professional

Name	Title	Department/Location	Effective Date
Larrea, Miriam C	Clinical Coordinator	Nursing HC	3/18/2024
Ludovici, Mary L	Grant Accountant	Accounting Services	3/18/2024
McBride, Jennifer C	Dir, InstitutionEffectiveness	Academic EffectivenessAssessmt	3/18/2024

HIRE Budgeted Career Service

Name	Title	Department/Location	Effective Date
Ashley, Ellen K	Custodian	Custodial Services SE	3/18/2024
Green, Samantha	Student Support Advisor	Student Services	3/18/2024
Peterson-Jackson, Brittany	Student Support Advisor	SSS TRIO Grant	3/4/2024
Smith Jr, Calvin M	Technology Support Specialist	Desktop Software Support	3/18/2024
Swan, Kimberly	Student Support Advisor	SSS TRIO Grant	3/4/2024
Rowe, De'Asia D	Enrollment Specialist	Enrollment Management DO	3/18/2024

TRANSFER/PROMOTION Budgeted Career Service

Name	Title	Department/Location	Effective Date
Lastorka, Sean S	Sr InstructionalSupportSpeclst	Learning Resources	3/18/2024
Pugh, Latiki	Lead Custodian	Custodial Services AC	3/4/2024
Papadopoulos, Kathy L	Security Officer	Campus Security AC	3/16/2024

RENEWAL CONTRACT Budgeted Administrative & Professional

Name	Title	Department/Location	Effective Date
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FACULTY

Name	Title	Department/Location	Effective Date
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SUPPLEMENTAL Temporary

Name	Title	Department/Location	Effective Date
Collar, Shirley A	Faculty - supplemental	Health Information Mgmt HC	3/25/2024
Morgenstein, Jared P	Adjunct Faculty	Ethics CL	3/4/2024
Saavedra, Joshua A	Professional Trainer-OPS	Emergency Medical Services HC	3/25/2024
Minogue, Mary Jane	CHS Adjunct Inst - Credit	Collegiate High School - DT	3/4/2024

Lane, Kenneth W	Professional Trainer-OPS	SE Public Safety Institute AC	3/25/2024
Miller, Eric E	Professional Trainer-OPS	SE Public Safety Institute AC	3/25/2024
Bertha, Carl	Adjunct Faculty	Ethics CL	3/4/2024
Teixeira, Jonathan	Professional Trainer-OPS	SE Public Safety Institute AC	3/25/2024

HIRE Temporary			
Name	Title	Department/Location	Effective Date
Deigaard, Benjamin	OPS Career Level 5	Humanities & Fine Arts SE	3/20/2024
Johnson Jr, Donald L	OPS Career Level 4	College Reach Out Program	3/18/2024
Knudsen, Jakob	OPS Career Level 5	Learning Resources	3/4/2024
Rollins, Michele K	OPS Career Level 5	Admissions & Central Records	3/4/2024
Van, Truong	OPS Career Level 4	Associate Provost Office DT	3/25/2024
Davidson, Shaylan	Coach-OPS	Athletics	3/4/2024
McColley, Stacey W	Professional, Hourly-OPS	Humanities & Fine Arts SPG	3/6/2024
Richardson, Glynn R	OPS Career Level 4	College Reach Out Program	3/4/2024
Rodriguez, Wilfredo	Coach-OPS	Athletics	3/18/2024
Skinner, Brad	Coach-OPS	Athletics	3/18/2024

Darryl Wright-Greene, Chief Human resources and Talent Officer, bringing the actions forward, recommends approval.

DSB 4-8-2024

April 16, 2024

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: Tonjua Williams, Ph.D., President 

SUBJECT: Fees

Approval is sought for the proposed FY24-25 Lab Fee Schedule.

Florida Statute 1001.64(10) states that each Board of Trustees shall establish fees. In addition to standard tuition and fees, this authorization extends to user fees, as specified in Florida Statute 1009.23(12(a)). User fees can only be charged to the persons receiving the service and shall not exceed the cost of the services provided. Laboratory fees are considered a user fee. They are intended to cover costs associated with a lab course, such as consumables, additional support personnel to offer class, specialized equipment and software. The following proposed lab fee schedule is limited to course updates within the Academic Discipline. **There are no proposed changes to increase laboratory fees.**

Lab Fees by Academic Discipline

Proposed course updates to the academic discipline:

<i>ENGINEERING TECH</i>	ETC2391C	\$62.59
<i>MIRA</i>	MUM2680	\$50.00
<i>SCIENCE UD – BIOLOGY</i>	BSC3453, EVR4027C, PCB4402	\$100.00


Eliminated lab fees due to course deletions:

<i>FINE ARTS & APPLIED MUSIC</i>	MUN1441	\$50.00
<i>O&P TECHNOLOGY AS</i>	PRO1010C, PRO1131C, PRO1312C, PRO1314C, PRO1315C, PRO1320C, PRO1351C, PRO1372C, PRO1392C, PRO2302C, PRO2333C, PRO2362C, PRO2363C, PRO2011C, PRO2860C	\$302.09
<i>ENGINEERING TECH</i>	EET1025C	\$62.59

Janette Hunt, Vice President, Finance & Business Operations, Matthew Liao-Troth, Vice President, Academic Affairs, and Jamelle Conner, Vice President, Student Affairs, recommend approval.

April 16, 2024

MEMORANDUM

TO: Board of Trustees, St. Petersburg College
FROM: Tonjua Williams, Ph.D., President 
SUBJECT: Florida Blue Foundation—Mental Well-being grant

Confirmation is sought for a proposal that was submitted, subject to Board of Trustees' approval, to the Florida Blue Foundation by St. Petersburg College for the Mental Well-being grant. Permission is also sought to accept \$395,699 in funding over a four-year period for this proposal, if awarded, and enter into any amendments, extensions or agreements as necessary, within the original intent and purpose of the grant.

The Florida Blue Foundation seeks to fund programs that support students and staff that are struggling to manage stress and the additional mental health challenges brought on in recent years by social media and the pandemic. Organizations are to provide proven methodologies and approaches for prevention and wellness interventions that will address mental/behavioral health issues, for example, providing greater access to mental health services.

SPC has submitted a proposal in support of its Mental Well-being efforts to develop enhancements to its Titans Care Initiative which benefits St. Petersburg College students by connecting them with essential services such as mental health support and education, food, and emergency housing. The Florida Blue Foundation Rooted and Resilient project will fund a staff person to specifically service students at the Downtown, Midtown, and Allstate campuses. This staff person will help students by providing mental health triage to at-risk students and to connect them with needed services. Additionally, the initiative funds additional support for the MyCourses Mental Health Training for faculty and staff and intersects with our Mental Health First Aid training initiative to provide a full complement of support services collegewide.

Funding will support personnel, training and education, equipment and marketing outreach for the program. The estimated period of performance will be from July 1, 2024 through June 30, 2028. The total project budget is projected to be \$395,699 over a forty-eight-month period, of which the College anticipates receiving the full amount.

Jamelle Conner, Vice President, Student Affairs; Mia Conza, General Counsel; and Heather Duncan, Associate Dean, College of Education, recommend approval.

Attachment
gms032124

**BOT INFORMATION SUMMARY
GRANTS/RESTRICTED FUNDS CONTRACTS**

Date of BOT Meeting: April 16, 2024

Funding Agency or Organization: Florida Blue Foundation

Name of Competition/Project: Mental Well-being grant

SPC Application or Sub-Contract: SPC Application

Grant/Contract Time Period: **Start:** 07/01/24 **End:** 06/30/28

Administrator: Jamelle Conner

Manager: Shanya Turner

Focus of Proposal:

The Florida Blue Foundation Mental Well-being grant seeks to fund organizations who provide proven methods and approaches for prevention and wellness interventions that will address mental/behavioral health issues, for example, providing greater access to mental health services such as tele-mental health, and strategies for education and training that will parlay professionals into various practice environments including working on-site or virtually serving vulnerable individuals. SPC’s Rooted and Resilient initiative supplements support personnel, education and training, and enhancements to existing mental well-being and student support programming.

The initiative will focus on three activities: 1) an additional staff member to support overall Titans Care programs which directly benefit St. Petersburg College students by connecting them with essential services such as mental health support and education, food, and emergency housing; 2) additional support for the MyCourses Mental Health Training for faculty and staff; and 3) an intersection with SPC’s Mental Health First Aid training initiative to provide a full complement of support services collegewide. The project will also support personnel training and education, equipment, and marketing outreach for the program. Funding will support faculty deliverables, digital platform services, and attendance for key personnel to attend a yearly conference hosted by the Florida Blue Foundation.

Budget for Proposal:

(Only Major categories—This is an estimated budget description based on expected funding and services. Specific budget categories may vary as the funding amount and/or services change.)

Personnel	\$	208,899
Fringe	\$	110,529
Travel	\$	12,808
Equipment	\$	2,800
Training and Education	\$	10,690
Marketing and Communication	\$	9,000

Printing and Dissemination	\$ 5,000
Indirect Costs	\$ 35,973
Total Budget	\$ 395,699

Funding:

Total proposal budget: (includes amount requested from funder, cash and in-kind matches listed below)	\$ 395,699
Total amount from funder:	\$ 395,699

Amount/value of match:	Cash: N/A
	In-kind: N/A
Required match or cost sharing:	No X Yes
Voluntary match or cost sharing:	No X Yes
Source of match/cost sharing:	N/A
Negotiated indirect cost:	N/A
(Fixed) administrative fee:	N/A
Software/materials:	N/A
Equipment:	N/A
Services:	N/A
Staff Training:	N/A
FTE:	N/A
Other:	N/A


College Values, Strategic Initiatives and Activities Addressed:

Value(s):	1. Community Focus
	2. Student Success
Strategic Initiative(s):	1. Community Engagement
	2. Academic Excellence

April 16, 2024

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: Tonjua Williams, Ph.D., President 

SUBJECT: Florida Department of Commerce – Capital Project Fund—Digital Connectivity Technology Program

Confirmation is sought for a proposal that was submitted, subject to Board of Trustees' approval, to the Florida Department of Commerce by St. Petersburg College for the Capital Project Fund—Digital Connectivity Technology program. Permission is also sought to accept an estimated \$258,735 in funding over 2.5 years for this proposal, if awarded, and enter into any amendments, extensions or agreements as necessary, within the original intent and purpose of the grant.

The Florida Department of Commerce is offering a Digital Connectivity Technology program to help close the digital divide in underserved Florida communities by providing laptops, tablets and internet access in households lacking such devices and multi-purpose community facilities.

The *PowerPlug* digital connectivity technology proposal includes the purchase of 300 laptop computers to support SPC's Titans Care laptop lending program, public libraries and additional community locations. SPC will partner with the Digital Inclusion project to distribute the laptops. Additionally, computer literacy classes will be held in group and 1:1 formats to support the optimal use of the laptops to enhance work, education and telehealth services.

The estimated period of performance will be from June 1, 2024 through December 31, 2026. The total project budget is projected to be \$258,735 over this period, of which the College anticipates receiving the full amount.

Jamelle Conner, Vice President, Student Affairs; and Mia Conza, General Counsel recommend approval.

Attachment
gms032124

**BOT INFORMATION SUMMARY
GRANTS/RESTRICTED FUNDS CONTRACTS**

Date of BOT Meeting: April 16, 2024

Funding Agency or Organization: Florida Department of Commerce

Name of Competition/Project: Capital Project Fund—Digital Connectivity Technology Program

SPC Application or Sub-Contract: SPC Application

Grant/Contract Time Period: **Start:** 6/01/24 **End:** 12/31/26

Administrator: Jamelle Conner

Manager: Shanya Turner

Focus of Proposal:

Florida Commerce announced that more than \$13 million in broadband grant funding is available through the Capital Projects Fund Digital Connectivity Technology Program to connect communities with digital devices. The program connects communities in need of broadband Internet access with funds for devices and equipment for digital workforce, education, and healthcare opportunities — like applying for a job, securing a degree, and attending a telehealth appointment. Funding through the Digital Connectivity Technology Program expands broadband access by making computers, laptops, tablets and routers available for loan through local community centers like libraries and schools and equips Multi-Purpose Community Facilities with the devices necessary to ensure full connectivity throughout the facility.

SPC’s *PowerPlug* grant proposal will fund the purchase of 300 Dell laptops and basic literacy education in 1:1 and group formats to SPC students and community members. Through a self-identified need assessment survey, the College will identify the supply of Titans Care laptop lending device needs and also work with community members through a partnership with the Digital Inclusion project to ensure that participants in the 11 identified low-income Opportunity Zones have access to laptops and digital literacy education. The education will include topics on how to download Opensource applications, access job sites, search for colleges and locate telehealth records and appointments. Pre and post assessment of understanding how to use a laptop will measure the success of the digital connectivity of the program.

Budget for Proposal:

Equipment	\$ 230,700
Contracted Services	\$ 16,500
Indirect Cost	\$ 11,535

Funding:

Total proposal budget: (includes amount requested from funder, cash and in-kind matches listed below) \$ 258,735
Total amount from funder: \$ 258,735

Amount/value of match: Cash: N/A
In-kind: N/A
Required match or cost sharing: No X Yes
Voluntary match or cost sharing: No X Yes
Source of match/cost sharing: N/A
Negotiated indirect cost: N/A
(Fixed) administrative fee: N/A
Software/materials: N/A
Equipment: N/A
Services: N/A
Staff Training: N/A
FTE: N/A
Other: N/A

College Values, Strategic Initiatives and Activities Addressed:

Value(s): 1. Student Success
2. Community Focus
Strategic Initiative(s): 1. Economic Mobility
2. Academic Excellence

April 16, 2024

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: Tonjua Williams, Ph.D., President



SUBJECT: Worknet Pinellas, Inc. d/b/a CareerSource Pinellas – Training Agent Agreement

Confirmation is sought for an Agreement entered into, subject to the Board of Trustees' approval, with Worknet Pinellas, Inc. d/b/a CareerSource Pinellas (CareerSource) whereby the College will provide training to those eligible individuals sent to SPC by CareerSource staff working in the One-Stop Centers. Permission is also sought to enter into any extensions or amendments, as may be necessary.

Under the terms of the Agreement, CareerSource will provide funding for certain training of eligible individuals under Title I of the Workforce Investment Act and other special project training funds to St. Petersburg College as the Training Agent for payment of tuition, fees, materials, and supplies. The Agreement period will commence July 1, 2024, and will continue for two years. The anticipated revenue over 2 years is estimated to be \$1.4 million.

Please note that under the Reimagining Education and Career Help (REACH) Act, CareerSource Pinellas and CareerSource Tampa Bay will become one merged CareerSource entity by July 1, 2024 under the name Tampa Bay Workforce Alliance d/b/a CareerSource Hillsborough/Pinellas.


Matthew Liao-Troth, Vice President of Academic Affairs; Jackie Skryd, Vice President of Workforce Development & Corporate Partnerships; Belinthia Berry, Dean of Workforce Development & Corporate Partnerships; Mia Conza, General Counsel; and Eric McClendon, Director of Workforce Education, recommend approval.

em032724

April 16, 2024

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: Tonjua Williams, Ph.D., President 

SUBJECT: **Authorization to Close on Health Education Center South Annex**

Approval is sought for a Resolution of the College's Board of Trustees authorizing the President to sign all necessary documentation, including the deed, to close the transaction of the sale of the Health Education Center South Annex in accordance with the Sales Contract. The sale is anticipated to close on April 30, 2024, through Seminole Title.

Janette Hunt, Vice President, Finance & Business Operations; and Mia Conza, General Counsel, recommend approval.

Attachment

Resolution

WHEREAS, St. Petersburg College is a state college in the Florida College System, organized pursuant to 1001.60 Fla. Stat. and governed by a Board of Trustees; and

WHEREAS, the Board of Trustees are granted the authority to purchase and dispose of property of the St. Petersburg College, Board of Trustees, pursuant to 1001.64(25), (26) and (37) Fla. Stat., and to authorize the College President, or her designee, to act on behalf of the Board; and

WHEREAS, a meeting was called for the Board of Trustees for the purpose of voting on the transaction detailed below;

NOW THEREFORE, be it resolved that the Board of Trustees authorize the College President, Dr. Tonjua Williams, to transact all business and sign all closing documents related to the sale of the College’s Health Education South Annex property, which is the property described on the attached Exhibit “A”, and pursuant to the Sales Contract dated February 20, 2024, which provides for the sale in the amount of \$2,800,000.00 to MS Fund LLC, a Florida limited liability company. It was specifically found that the transaction is in the best interest of the Florida College System.

IT IS HEREBY RESOLVED that the undersigned does certify that this Resolution has been adopted by the Board of Trustees of St. Petersburg College pursuant to, and in accordance with, its authority this _____ day of _____, 2024.

Board of Trustees of St. Petersburg College

By: _____

Jason Butts

Its: Chairman of the Board

EXHIBIT "A"

Lot 1, Block 1, THE CHASE MANHATTAN BANK SUBDIVISION, according to the plat thereof as recorded in Plat Book 111, Page 96, Public Records of Pinellas County, Florida;

Together with the easement benefiting the above lot set forth in that certain Utility Easement recorded July 15, 2008 in Book 16318, Page 956, public records of Pinellas County, Florida;

Also together with easements benefiting the above described Lot set forth and described in that certain Reciprocal Utilities and Drainage Easement recorded March 13, 1995 in Book 8935, Page 72, public records of Pinellas County, Florida.

April 16, 2024

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: Tonjua Williams, Ph.D., President 

SUBJECT: Authorization to Close on St. Petersburg/Gibbs Wellness Center

Approval is sought for a Resolution of the College's Board of Trustees authorizing the President to sign all necessary documentation, including the deed, to close the transaction of the sale of the St. Petersburg/Gibbs Wellness Center in accordance with the Sales Contract. The sale is anticipated to close on or before May 10, 2024, through Seminole Title.

Janette Hunt, Vice President, Finance & Business Operations; and Mia Conza, General Counsel, recommend approval.

Attachment



Board of Trustees

Resolution

WHEREAS, St. Petersburg College is a state college in the Florida College System, organized pursuant to 1001.60 Fla. Stat. and governed by a Board of Trustees, and

WHEREAS, the Board of Trustees are granted the authority to purchase and dispose of property of the St. Petersburg College, Board of Trustees, pursuant to 1001.64(25), (26) and (37) Fla. Stat., and to authorize the College President, or her designee, to act on behalf of the Board; and

WHEREAS, a meeting was called for the Board of Trustees for the purpose of voting on the transaction detailed below;

NOW THEREFORE, be it resolved that the Board of Trustees authorize the College President, Dr. Tonjua Williams, to transact all business and sign all closing documents related to the sale of the College's St. Petersburg/Gibbs Wellness Center which is the property described on the attached Exhibit "A", and pursuant to the Sales Contract dated November 17, 2023, which provides for the sale in the amount of \$4,200,000.00 to City of St. Petersburg, Florida, a municipal corporation existing by and under the laws of the State of Florida. It was specifically found that the transaction is in the best interest of the Florida College System.

IT IS HEREBY RESOLVED that the undersigned does certify that this Resolution has been adopted by the Board of Trustees of St. Petersburg College pursuant to, and in accordance with, its authority this day of _____, 2024.

Board of Trustees of St. Petersburg College

By: _____
Jason Butts
Its: Chairman of the Board

EXHIBIT "A"

Tract A, PASADENA VISTA BLKS. 3 & 4 REPLAT, according to the plat thereof as recorded in Plat Book 61, Page 94, Public Records of Pinellas County, Florida.

TOGETHER WITH the West 15 feet of 70th Street North lying East and adjacent to said Tract A and the North 12 feet of Burlington Avenue North lying South and adjacent to said Tract A as vacated by Ordinance No. 657-V recorded February 5, 1992 in Official Records Book 7805, Page 615, Public Records of Pinellas County, Florida.

April 16, 2024

Agenda Item VI – B.4c

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: Tonjua Williams, Ph.D., President



SUBJECT: Certification of Final Inspection/Project Acceptance, Deferred Maintenance Roof Projects

Authorization is requested for Certificate of Final Inspection/Project Acceptance for Deferred Maintenance Roof Projects as listed below.

Garland/DBS, Inc. was selected through an Omnia Cooperative Purchasing Program to solicit roofing proposals for roof repairs and replacements collegewide. The funding for these scopes of work is part of the overall budget for Deferred Maintenance Projects approved in May 2023.

The State Requirements for Education Facilities (SREF), 2014, Chapter 4, Section 4.3, requires that final payment shall not be made until the project has been inspected and the Board of Trustees accepts the project. Garland/DBS, INC., has inspected the work projects listed below and certifies these projects are substantially complete. Board acceptance of the project will allow for final payment and project closeout subject to the correction of final punch list items and receipt of complete project close-out documents.

Project Number	Project Name	Building	Substantial Completion
337-A-23-2	Clearwater Campus DFR, CL	Business Technologies	January 16, 2024
337-B-23-3	St. Pete/Gibbs Campus DFR, SPG	Humanities	March 6, 2024
500-DFR-23-5	Tarpon Springs Campus Reno DFR, TS	Bilirakis Building-Upper Roof	October 15, 2023
500-DFR-23-5	Tarpon Springs Campus Reno DFR, TS	Bilirakis Building-Lower Roof	March 6, 2024

Janette Hunt, Vice President, Finance and Business Operations; and Adam Colby, Associate Vice President, Facilities Planning and Institutional Services, recommend approval.

April 16, 2024

Agenda Item VI - B.4b

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: Tonjua Williams, Ph.D., President 

SUBJECT: Change Order Deferred Maintenance Roof Project, Natural Science, SPG

Authorization is requested to delegate authority to the President to either approve a change order or approve a contract due to an increased cost estimate for the Natural Science Roof as part of Project: St Pete/Gibbs Campus DFR, SPG, Project Number: 337-B-23-3.

A Florida College System institutions' Board of Trustees have certain authority and powers pursuant to Fla. Stat. §1001.64 and is vested with the responsibility to govern with such necessary authority as needed for the proper operation of the institution [§1001.64 (2)], including the authority to enter into purchase contracts. Pursuant to Fla. Stat. §1001.65(24), the Board may delegate or vest with the College President its granted authority, including authority to purchase and approve contracts.

Garland/DBS, Inc. was selected through an Omnia Cooperative Purchasing Program to solicit roofing proposals for roof repairs and replacements collegewide. The funding for these scopes of work constitutes a portion of the previously approved overall budgets for Deferred Maintenance (as approved by the Board in May 2023). Roof Project cost estimates were approved by the Board in the October 2023 meeting.

Garland has requested to increase the cost estimate for the Natural Science Roof on the St. Petersburg/Gibbs campus from \$1,205,000 to \$1,705,000 due to previously unidentified scope complexity. Facilities will engage other vendors through the Omnia Cooperative Purchasing Program and/or other cooperative programs to determine if a better price can be obtained.

Authorization is requested to delegate authority to the President to either approve a change order for Garland/DBS or approve a contract with another purchasing cooperative partner if the cost does not exceed \$1,705,000. The increased cost will not impact the overall previously approved deferred maintenance budget.


Janette Hunt, Vice President, Finance and Business Operations; and Adam Colby, Associate Vice President, Facilities Planning and Institutional Services, recommend approval.

April 16, 2024

Agenda Item VI – B.5a

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: Tonjua Williams, Ph.D., President 

SUBJECT: Enterprise Fleet Management - Fleet Lease Agreements

Confirmation approval is sought for five additional vehicle lease agreements with Enterprise Fleet Management of \$225,128.40.

On October 6, 2020, the President approved entering into a Master Lease Agreement (MLA) with Enterprise Fleet Management that allows for the leasing and maintenance of multiple vehicles to be used collegewide. The terms of the MLA are ongoing and apply to individual vehicle lease schedules, which are currently for a period of five years. At that time, ten vehicles were leased for the amount of \$258,341.40* and reported to the Board of Trustees at its January 26, 2021, meeting. On May 17, 2022, the Board also approved leasing five additional vehicles for a five-year period in the amount of \$136,423.80** bringing the total amount for vehicle leases to \$394,765.20.

Thereafter, five more vehicles were leased under the MLA for a five-year period in the amount of \$225,128.40. *** Based on the foregoing, and as detailed below, the estimated aggregate vehicle lease total under the MLA through December 2023, is \$621,893.60.

Lease Dates	Number Vehicles	Total Cost of Lease Agreement
January 2021	10	\$258,341.40*
May 2022	5	\$136,423.80**
October 2022	1	\$ 28,663.80***
December 2023	4	\$196,464.60***
Aggregate Totals	20	\$621,893.60

Janette Hunt, Vice President, Finance and Business Operations; Mia Conza, General Counsel; and Adam Colby, Associate Vice President, Facilities Planning and Institutional Services, recommend approval.

Programs

March 27th, 2024 @ SPC Clearwater Campus ES-309 (6:00 pm to 7:00 pm)

Importance of Messaging the Gift of Public Speaking

Author & Urbanist Peter Kageyama will speak to SPC Assistant Dean Douglas Rivero's class and Model UN teams about public speaking.

March 28th, 2024 via Zoom (3:30 pm to 4:30 pm)

Grand Debate Cohort - Navigating Innovative Career Paths

ISPS created the first ever Grand Debate Cohort, which includes the student finalists from the first two years of the statewide competition. This Cohort of the best and brightest in the Florida College System will have additional programming opportunities, professional development, exclusive networking and access to special events and high-profile speakers. Author & Urbanist Peter Kageyama will be the first guest speaker and will talk to students about innovative career paths.

April 20th, 2024 @ Archibald Park – Madeira Beach (8:00 am to 11:00 am)

Earth Week Beach Clean Up

Celebrate Earth Week with ISPS and Keep Pinellas Beautiful at Archibald Park by joining us in our yearly community cleanup.

News

- Board of Directors Updates
 - ISPS will host a [quarterly](#) Board of Directors' meeting on May 13th.
 - The various working committees of the Board will host their quarterly meetings the week prior on May 6th, including a joint meeting between the Strategic Plan and Statewide committees in person at Collaborative Labs.
 - Nikki Gaskin-Capehart was honored as a First Lady by the Woodson African American Museum of Florida.
 - Valerie Ellis Lavin will speak on a panel of women veterans during Women's History Month at the SPC Seminole campus.
- Team Updates
 - ISPS published its [March](#) newsletter.
 - ISPS is registered to present at the Florida College System Activities Association (FCSAA) Student Government Association (SGA) Advisors Conference at Seminole State College.



Kindly follow us on:



Kimberly G. Jackson, Esq.
Executive Director
ISPS

Palladium Board Report

April 2024

1. Palladium's request for \$1 million in funding for the proposed renovation project is in the state budget and awaiting the governor's signature. Thanks to Dr. Williams and the Pinellas County delegation, and especially Sen. Rouson for support. We are also seeking one-time funding from the City of St. Petersburg and Pinellas County (through the TDC).
2. SPC and design team members will meet via Teams on April 2 to go over final costs estimates for the renovation project.
3. Designers have given the theater the first illustrations of the proposed theater design, which we are now able to share with public and private donors, putting our Capital Campaign into high gear for the next calendar year with a goal of securing \$10 million in public and private funding.
3. St. Petersburg Opera's production of Puccini's Turandot was a huge success with all three performances sold out. Our Women In Jazz program on Saturday, March 24, in partnership with the Al Downing Jazz Society, was also sold-out. Other shows are selling well, including a tribute to the band Queen, which sold more than 700 tickets.
4. Except for SPC spring break and college holidays and two isolated weekdays, the Palladium calendar has been full starting Jan. 10 and continuing to mid-June, making this the busiest year in Palladium history.

Leepa-Rattner Museum of Art (LRMA)
April 2024 Report of SPC BOT

LRMA Updates

- **LRMA's \$1 million gift** from the Mitchell family update: Unveiling reception will be held April 18, 2024, at 1:30-3:30 pm. Name recognition gallery signage donated by Ed Hoffman and Creative Contractors.
- **AAM Reaccreditation** – AAM peer review site visit is April 1-2, 2024. SPC General Council is reviewing the MOU for the SPC Foundation's shared authority of the care of the LRMA collection. Directors from the Gregory Allcar Museum of Art at Colorado State University and Ackland Art Museum at the University of North Carolina, Chapel Hill will audit LRMA's collection, review policies, and interview key SPC and Museum staff, volunteers, and community partners. Final decision of accreditation will be made in June-July 2024.

LRMA Exhibitions

Spring 2024 - Things are in full bloom at LRMA with four exhibitions that delight the senses and challenge our perceptions of contemporary art.

- ***The Beauty of Excess: The Pattern and Decoration Movement*** (January 20-April 28, 2024) celebrates the visual and metaphorical splendors of the Pattern and Decoration Movement with 30 vibrant works by Miriam Schapiro, Robert Zakanitch, Robert Kushner, and others. In addition to unveiling new acquisitions by Henri Matisse and Faith Ringgold, LRMA has partnered with USF, University of Tampa, MFA, St. Petersburg, and the Roth Collection with works that further explore this beautiful world of color and pattern.
**LRMA will partner with the Tampa Museum of Art on joint programming in March and April.*
- ***Kim Kirchman: An Allegory of Spring*** (January 20-April 28, 2024) is the retirement exhibition for SPC Fine Arts Professor, Kim Kirchman. Her organic shaped, floral patterned ceramic vessels are inspired by the Pattern and Decoration movement and offer a glimpse into the profound mind and journey of a native Floridian.
- ***Benny Andrews: Everything That Rises Must Converge*** (January 20-April 28, 2024) Benny Andrews' illustrations of nine short stories for Flannery O'Connor's *Everything That Rises Must Converge* reveal the flawed characters in these stories in apocalyptic moments presented with comic detachment.
- ***State of the Digital Arts: Pinellas County K-8th Grade*** (April 2-May 5, 2024) includes 100 works by Pinellas elementary and middle school students exploring digital media. *Awards reception is April 25, 2024 6-7:30 pm.*

Summer 2024 - Tampa Bay Surface Design Guild and Donald Sultan prints, on view May 18-Aug. 4, 2024.

Fall 2024 – Barton Gillmore, SPC Fine Arts Faculty Retirement (retrospective) and Bruce Marsh/Delores Coe (retrospective), on view Aug. 24 – Dec. 15, 2024.

LRMA Education/Programs - Please visit <https://leeparattner.org/calendar/>

- Weekly **Docent tours:** Wednesdays & Sundays at 2:00 p.m.
- Monthly **Focus Friday lecture series**
 - Apr. 5, noon, Dale Chihuly, Venetian Drawing series
 - May 3, noon, Maggie Foskett, Steamers, Cliché verre photograph
- Monthly **Leap into Art: Monthly children's story/art hour.** Partner with Palm Harbor Library, 3-4pm.

Upcoming Special Programs

- Apr. 26, 2024 Cello, Poetry and Art with Carlyn and Greg Byrd, 3-5pm.



**Operating Budget Report
May 31, 2024**

	Budget	Actual	% of YTD
Revenue			
Student Tuition & Fees	\$ 54,321,149	\$ 50,176,611	92%
State Funding	\$ 96,184,765	\$ 85,572,992	89%
Other Revenues	\$ 8,304,325	\$ 9,199,311	111%
Fund Transfers In	\$ 1,600,000	\$ 985,254	62%
Reserve	\$ 19,140,000	\$ -	0%
Total Revenue	\$ 179,550,239	\$ 145,934,169	81%
Expenses			
Instruction	\$ 61,647,786	\$ 51,721,319	84%
Academic Support	\$ 26,674,788	\$ 20,783,916	78%
Student Support	\$ 22,017,747	\$ 17,622,185	80%
Total Instructional	\$ 110,340,322	\$ 90,127,420	82%
Institutional Support	\$ 28,669,383	\$ 22,672,236	79%
Physical plant Operation and Maintenance	\$ 20,186,666	\$ 17,983,430	89%
Student Financial Assistance	\$ 2,341,848	\$ 2,456,295	105%
Contingency, Transfer, Etc	\$ 18,012,021	\$ 9,730,247	54%
Total Administrative	\$ 69,209,918	\$ 52,842,208	76%
Total Operating Expenses	\$ 179,550,239	\$ 142,969,628	80%
Balance	\$ (0)	\$ 2,964,541	

*FY2023-24 excludes Net Pension adjustments.

April 16, 2024

MEMORANDUM

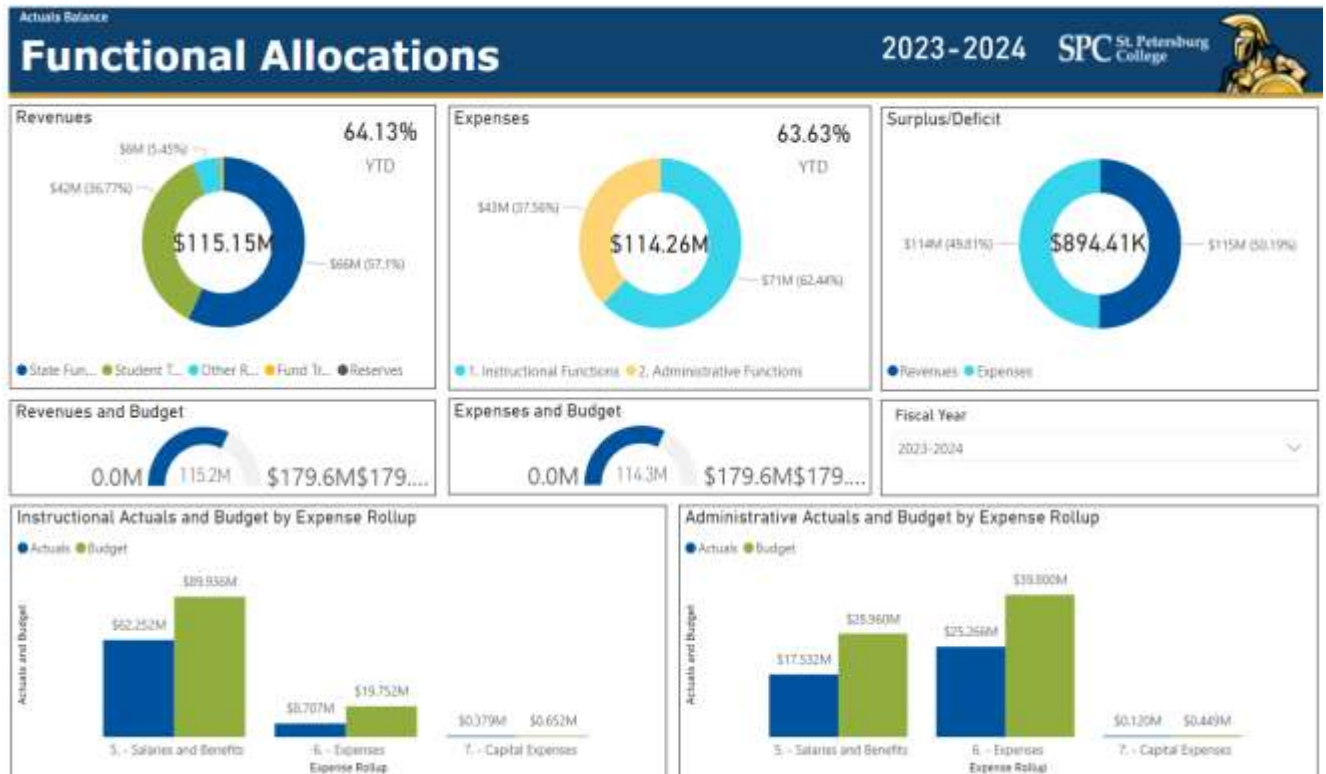
TO: Board of Trustees, St. Petersburg College

FROM: Tonjua Williams, Ph.D., President 

SUBJECT: Fiscal Year 2023-2024 College General Operating Budget Report with Tuition Revenue

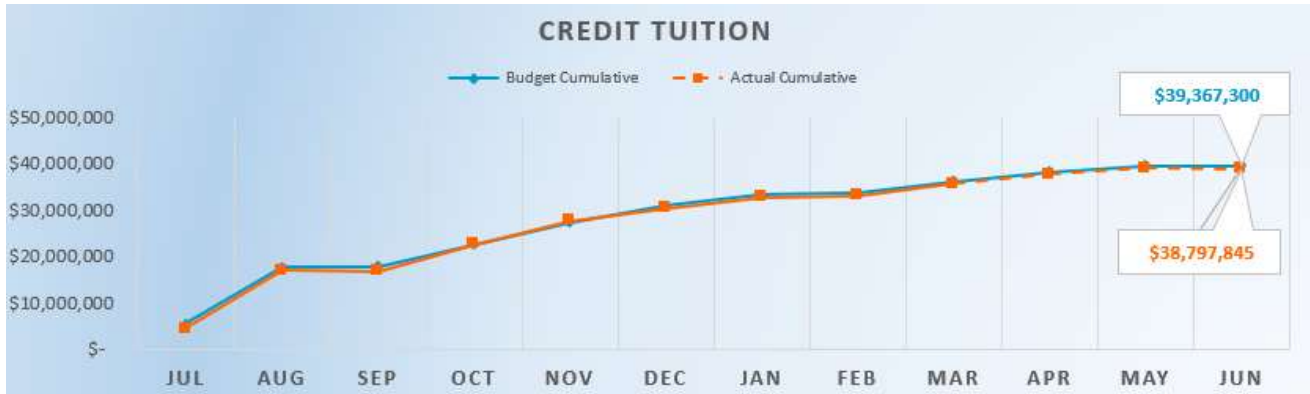
The FY23-24 fund 1 operating budget report through March 31, 2024, is attached.

As of March 31, 2024, the overall revenue was \$115.15M, which represents 64.13 % of the operating budget. The overall expense was \$114.26M, which represents 63.63 % of the operating budget. Personnel expenses represent 74.11 % of the annual operating budget. As of this report date, personnel expenses total \$79.78M or 67.1 % of the total budget of personnel expenses. Instructional personnel expenses account for \$62.25M and \$17.53M for Administration personnel expenses. Current and Capital expenses total \$34.48M. The net balance of revenue less expense is \$894.41K; which excludes net pension adjustments.

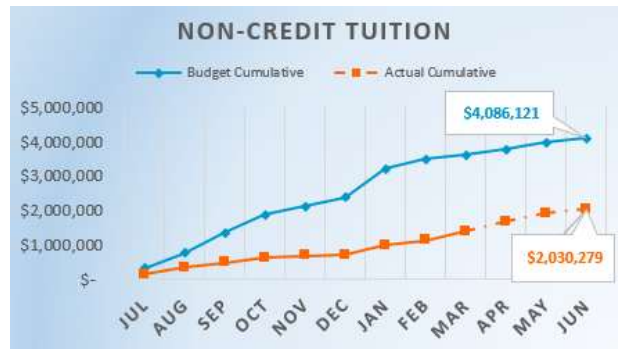


Displayed below are charts for projected tuition revenue. There are three types of tuition revenue: credit tuition, non-credit tuition, and postsecondary adult vocational tuition.

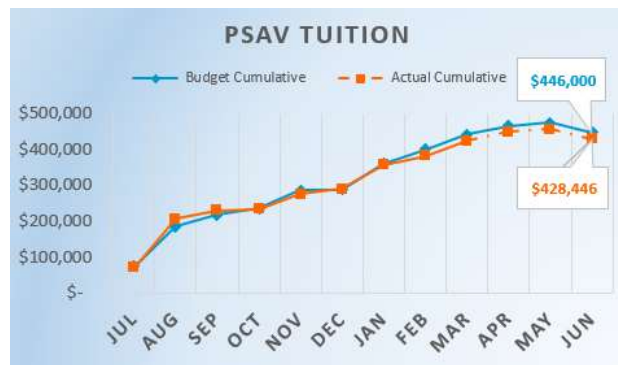
Credit Tuition Revenue – The chart below displays the credit tuition portion of the budget to the trending projected amount. As of March 31, 2024, the tuition projected is \$569K below the budgeted amount.



Non-Credit Tuition Revenue – The chart to the right displays the non-credit portion of the budget to the trending projected amount. As of March 31, 2024, the tuition projected is \$2M below the budgeted amount.



Postsecondary Adult Vocational Tuition Revenue – The chart to the right displays the Postsecondary Adult Vocational (PSAV) portion of the budget to the projected amount. As of March 31, 2024, the tuition projected is \$17K below the budgeted amount.



Total Tuition Revenue - The chart below displays the total operating tuition budget to the projected amount. As of March 31, 2024, the overall tuition projected is \$2.6 M below the budgeted amount.



Dr. Hector Lora, Associate Administrative Vice President, Budgeting and Strategic Execution

Attachment




**Operating Budget Report
March 31, 2024**

	Budget		Actual		% of YTD
Revenue					
Student Tuition & Fees	\$ 54,321,149	\$	42,345,938		78%
State Funding	\$ 96,184,765	\$	65,749,454		68%
Other Revenues	\$ 8,304,325	\$	6,273,308		76%
Fund Transfers In	\$ 1,600,000	\$	781,781		49%
Reserve	\$ 19,140,000	\$	-		0%
Total Revenue	\$ 179,550,239	\$	115,150,482		64%
Expenses					
Instruction	\$ 61,647,786	\$	41,287,425		67%
Public Service	\$ -	\$	-		0%
Academic Support	\$ 26,674,788	\$	16,205,068		61%
Student Support	\$ 22,017,747	\$	13,846,465		63%
Total Instructional	\$ 110,340,322	\$	71,338,958		65%
Institutional Support	\$ 28,669,383	\$	18,148,134		63%
Physical plant Operation and Maintenance	\$ 20,186,666	\$	14,414,854		71%
Student Financial Assistance	\$ 2,341,848	\$	2,339,736		100%
Contingency, Transfer, Etc	\$ 18,012,021	\$	8,014,395		44%
Total Administrative	\$ 69,209,918	\$	42,917,119		62%
Total Operating Expenses	\$ 179,550,239	\$	114,256,077		64%
Balance		\$	(0)	\$	894,405

*FY2023-24 excludes Net Pension adjustments.

April 16, 2024

MEMORANDUM

TO: Board of Trustees, St. Petersburg College
FROM: Tonjua Williams, Ph.D., President 
SUBJECT: Removal of Certain Assets from Property Inventory

This memo is for informational purposes and fulfills the requirement of Florida Statute 274.07 for the recording of the disposition of government property into the Board Meeting minutes. The following assets have been approved by the Survey Committee for removal from the inventory and have a current Net Book value of \$0.

Tag Number	Description	Acq Date
19521	Video Presenter: Samsung	8/23/2001
22239	Dvcan Half Rack Editing	8/6/2002
22416	Crown Vic: Ford 2003 - 5721	6/27/2002
23248	ID Badging System: Datacard	8/9/2002
24319	Sync Generator: Leader	11/22/2002
24381	Pri H.323 H.320: Polycom	11/22/2002
24384	Matrix Mixer: Genter	11/22/2002
24608	RGBHV Matrix Switcher: Extron	9/6/2002
25859	Scrubber: Tornado	5/16/2003
26201	Document Camera: Elmo	7/31/2003
29321	Switcher: Sony	4/20/2005
29884	Catalyst: Cisco	5/6/2005
30141	Plasma Screen 50": Panasonic	6/16/2006
30153	65" Plasma TV: Panasonic	1/3/2006
30441	Projector: Eiki	6/16/2006
30471	65" Plasma- Panasonic	6/16/2006
30472	65" Plasma- Panasonic	6/16/2006
30496	WAllView 300 PTZ Camera System	6/16/2006
30497	WAllView 300 PTZ Camera System	6/16/2006
30521	Plasma: Panasonic	6/16/2006
30773	50" Plasma Screen	4/6/2006
30907	Switches: Cisco Catalyst 3560	7/25/2005
30909	Switches: Cisco Catalyst 3560	7/25/2005
31581	Ride-On Automatic Scrubber	8/19/2005
31799	Steam Sterilizer: Amsco Century	8/8/2005
33005	40" LCD Monitor: Mitsubishi	10/5/2005
33490	Crane: Cammate Travel Series	6/12/2006

Tag Number	Description	Acq Date
33490A	Upgrade Crane: Cammate	11/21/2006
34354	DVCAM Player: Sony DSR1600A	5/18/2006
34589	Switch: Cisco 3560	9/11/2006
34757	2007 Ford 350 Van - 6036	7/11/2007
35018	Smart UPS 10000VA	8/29/2006
35918	SCANNER	3/29/2007
35955	Training Simulator System	3/30/2007
36060	Plasma HD monitor: 65"	6/22/2007
36864	Projector, DLP	8/28/2007
36865	Projector, DLP	8/28/2007
37367	Switch - KVM 8x32	4/4/2008
37418	Switch -Cisco 48 port CAT 3560	5/2/2008
37419	Switch -Cisco 48 port CAT 3560	5/2/2008
37431	Server - PowerEdge 1900	5/16/2008
37432	Server - PowerEdge 1900	5/16/2008
38496	Microscope Olympus	6/29/2010
38938	Poweredge Chassis R710	1/1/2010
38994	Mobile Sat Radio	2/4/2009
38995	Mobile Sat Radio	2/4/2009
39810	Catalyst 3750X 48 Port Base	3/10/2011
39811	Catalyst 3750X 48 Port Base	3/10/2011
40014	Codec TEAM 220	4/25/2011
40055	Codec Team 220	6/24/2011
40155	CODEC Team 220	11/12/2010
40346	Team 220 Codec (only)	1/3/2012
40869	Team 220 Codec	8/25/2011
41028	Switch/Catalyst 3750X	11/9/2011
41039	Cisco Catalyst 3750X	2/3/2012
41362	Matrix Router Crestron	11/30/2011
41482	EMC rack VNX5300w/card	8/5/2011
41646	Crestron Presentation Switch	6/4/2012
41773	Projector	8/1/2012
41826	3U DAE Drive w/ (10) 2TB drives	4/5/2012
41831	APC Smart UPS Rack	6/29/2012
41951	Crestron Digital Switcher	11/14/2012
42048	Switch Cisco 3750X	9/12/2012
42049	Switch Cisco 3750X	10/10/2012
42050	Switch Cisco 3750X	10/10/2012
42051	Switch Cisco 3750X	9/12/2012
42052	Switch Cisco 3750X	10/10/2012
42053	Switch Cisco 3750X	9/12/2012
42054	Switch Cisco 3750X	9/12/2012
42055	Switch Cisco 3750X	10/10/2012
42056	Switch Cisco 3750X	10/10/2012
42057	Switch Cisco 3750X	9/12/2012
42058	Switch Cisco 3750X	9/12/2012
42059	Switch Cisco 3750X	9/12/2012


Tag Number	Description	Acq Date
42060	Switch Cisco 3750X	10/10/2012
42061	Switch Cisco 3750X	9/12/2012
42063	Switch Cisco 3750X	10/10/2012
42065	Switch Cisco C4500	10/10/2012
42067	Switch Cisco 3750X	10/10/2012
42068	Switch Cisco 3750X	9/12/2012
42069	Switch Cisco 3750X	10/10/2012
42070	Switch Cisco 3750X	10/10/2012
42159	Sharp 80" Led Touch Screen	5/10/2013
42160	Sharp 80" Led Touch Screen	5/10/2013
42342	PowerEdge Server	4/30/2013
42343	PowerEdge Server	4/30/2013
42362	Dell Power Vault	8/29/2013
42373	CODEC Team 220	6/4/2013
42375	Switcher	6/4/2013
42382	Network Module	5/16/2013
42383	Network Module	5/16/2013
42454	APC UPS 10000	4/13/2015
42459	15 Bay Rack	8/11/2015
42650	Motorola UHF Radio	7/18/2013
42651	Motorola UHF Radio	7/18/2013
42792	Cisco Switch 48P	8/27/2014
43293	Crestron Digital Media Sys 200	7/31/2014
43363	MTR 3000 Base Radio	7/1/2014
43885	Costar NVR	8/6/2015
43886	Costar NVR	8/6/2015
43997	APC Smart UPS	1/12/2016

Janette Hunt, Vice President, Finance & Business Operations; Mike Meigs, Associate Vice President, Accounting, Business & Financial Services; and Karen Reynolds, Director of Procurement and Asset Management recommend approval.

April 16, 2024

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: Tonjua Williams, Ph.D., President 

SUBJECT: Quarterly Informational Report of Contract Items

This informational report includes executed contracts and/or items that have been approved by either the President or designee during the preceding Quarter and are being reported to the Board pursuant to Board of Trustees’ Rule 6Hx23-5.903.

Section A: Program Related Contracts

1. Affiliation Agreement with **AdventHealth Medical Group** to provide clinical experience to students enrolled in the Clinical Medical Assistant Program. The Agreement will commence as soon as possible and continue for the period of four years. There is no cost to the College. This item was approved by Jackie Skryd on February 19, 2024. Department—Workforce Education – Allied Health
2. Affiliation Agreement with the **City of Clearwater, Fire & Rescue**, to provide field internship experience for students enrolled in the Emergency Medical Services Program. The Agreement will commence as soon as possible and continue for the period of one year. There is no cost to the College. This item was approved by Matthew Liao-Troth on January 8, 2024. Department—College of Health Sciences
3. Affiliation Agreement with **City of Dunedin, Fire Rescue** to provide field internship experience to students in the Emergency Medical Services Program. The Agreement will commence as soon as possible and continue for the period of one year. Thereafter, the Agreement shall automatically renew for one year periods unless terminated by either party. There is no cost to the College. This item was approved by Matthew Liao-Troth on March 25, 2024. Department—College of Health Sciences
4. Affiliation Agreement with **Empath Health, Inc.** to provide clinical experience for students enrolled in the Nursing Program. The Agreement will commence as soon as possible and continue for the period of one year. There is no cost to the College. This item was approved by Matthew Liao-Troth on March 25, 2024. Department—College of Nursing
5. Affiliation Agreement with the **Florida Department of Health, Polk County Health Department** to provide clinical experience to the College’s health professions students. The Agreement will commence as soon as possible and continue for the period of one year. There is no cost to the College. This item was approved by Matthew Liao-Troth on March 25, 2024. Department—College of Health Sciences

6. Affiliation Agreement with **HCA North Florida Division I, Inc.** to provide clinical experience to students enrolled in the Health Information Technology Program. The Agreement will commence as soon as possible and continue for the period of two years. There is no cost to the College. This item was approved by Matthew Liao-Troth on January 8, 2024. Department—College of Health Sciences
7. Agreement with the **Leon County School District** to provide student internship, practicum, and observation experience for College of Education students. The Agreement will commence as soon as possible and continue through June 30, 2028. There is no cost to the College. This item was approved by Matthew Liao-Troth on March 25, 2024. Department—College of Education
8. Amendment to the Agreement with **H. Lee Moffitt Cancer Center and Research Institute, Inc.** to add the Biomedical Engineering Technology Program (BMET) to the Agreement allowing BMET program students to obtain non-clinical student training. The Amendment will commence as soon as possible and will be ongoing unless terminated by either party. There is no cost to the College. This item was approved by Matthew Liao-Troth on February 1, 2024. Department—Biomedical Engineering Technology
9. Affiliation Agreement with the **City of Safety Harbor** to provide field internship experience for student enrolled in the Emergency Medical Services Program. The Agreement will commence as soon as possible and continue unless terminated by either party. There is no cost to the College. This item was approved by Matthew Liao-Troth on January 8, 2024. Department—College of Health Sciences

Section B: Contracts above \$100,000 (\$100,001-\$325,000)

10. Agreement with **Brightly Software, Inc.** to provide professional consulting services to implement Asset Essentials (AE), an on-line Computerized Maintenance Management System cloud service, to upgrade the current work-order system used in Facilities Services. The Agreement will commence January 1, 2024 and continue through June 30, 2028. Brightly Software, Inc. has agreed to waive the professional services and cloud services fees from January 1, 2024 through June 30, 2024. Thereafter, the cost to the College for the remaining 48 months of the Agreement is \$148,762.08. This item was approved by Janette Hunt on December 6, 2023. This item is included in this Report as it was not presented previously. Department—Facilities Services
11. Modification to the Agreement with **MCS of Tampa, Inc.** to install new PL TE network and implementation to accommodate advanced Security Technologies which include providing improved cell signals and allowing communication/transmission of Emergency message notifications to student and faculty. The five-year Agreement continues through March 31, 2029. This modification will add an additional cost of \$3,468 per year for years two through five. The added cost is for materials and software to add Neutral Hosting to PLTE system via SaaS. The cost to the College for this modification is an increase of \$13,872 for a total cost to the College of \$195,354 for the five-year Agreement. This item was approved by the President on March 8, 2024. Department—Infrastructure

12. Renewal Agreement with **Pinellas Ex-Offender Re-Entry Coalition, Inc. aka People Empowering and Restoring Communities (PERC)** to continue to provide program delivery and wrap around services associated with the College's Agreement with the City of St. Petersburg, for the Workforce Readiness and Development St. Pete Works! Program, which was approved by the Board September 15, 2020. The renewal Agreement with PERC is from December 1, 2023 through October 31, 2024. The cost to the College for this Agreement, which will be reimbursed by the City of St. Petersburg, will not exceed \$245,846. This item was approved by the President on March 20, 2024. Department—Workforce, Community & Corporate Partnerships
13. Amendment to the Agreement with the **City of St. Petersburg** to continue to provide services to the City as part of its Workforce Readiness and Development Program grant. Under the terms of the Agreement, the College manages the *St. Pete Works!* collaborative and prepares residents in the South St. Petersburg Community Redevelopment Area for employment in emerging jobs in the St. Petersburg area through training, education, supportive services, job placement and mentoring. This Amendment extends the Agreement for an additional year from November 1, 2023 through November 1, 2024. The funding to be received by the College for its services during the extension period may not exceed \$945,857. This item was approved by the President on December 19, 2023. This item is included in this Report as it was not presented previously. Department—Workforce, Community and Corporate Partnerships

Section C: Contracts above \$50,000 (\$50,001-\$100,000)

14. Agreement with **BlueNet Technologies** to provide IT consulting, custom IT development, platform/infrastructure overview and assessment, automation scripting (PERL, T-SQL, Python, etc.) and/or generic SQL Server support and development services against the College's Microsoft SQL based transactional and reporting databases. The Statement of Work includes three separate work streams: 1) Knowledge Transfer and Best Practices; 2) SPC Database Platform Overview Documentation; and 3) Script Modernization/Re-Engineering. The Agreement commenced on December 1, 2023 and will continue through September 30, 2024. The cost to the College for services under this Agreement is \$76,000. Additional database administration services were performed by BlueNet during October and November 2023 at a cost of \$12,000 and were handled separately via the Purchasing process. This item was approved by Patrick Rinard on February 1, 2024. Department—Information Technology
15. Agreement with **Instructure Canvas** to provide training through its Canvas Certified Educator Program. This training is associated with the migration from Desire2Learn to the Canvas Learning Management System (LMS) and will provide faculty and technology staff with in-depth training on the Canvas LMS. The Agreement will commence as soon as possible and continue for the period of one year. The cost to the College for this Agreement is \$52,120. This item was approved by Matthew Liao-Troth on February 20, 2024. Department—Academic Technology
16. Agreement with **MetLife** to provide professional services to oversee Family Medical Leave Act (FMLA); Short-term Disability (STD); and Americans with Disabilities Act (ADA) administration. Services will include managing leave eligibility, integrating FMLA

with active STD claims, and ensuring compliance with relevant laws and policies for comprehensive administration. The Agreement will commence as soon as possible and continue through June 30, 2027. The cost to the College through June 30, 2025 is expected to be approximately \$28,680. Thereafter, costs for years two and three are estimated to be approximately \$28,680 per year. This item was approved by Darryl Wright-Greene on January 31, 2024. Department—Human Resources

17. Agreement with **PowerTown Line Construction, LLC (PTLC)** to provide workforce instruction associated with electrical lineman training programs, modules, and industry recognized certification. The Agreement will commence on February 23, 2024 and continue through June 30, 2024. The College anticipates conducting two cohorts during the period of the Agreement. The cost to the College for this Agreement will not exceed \$77,500. Costs will be offset by student fees. This item was approved by Jackie Skryd on February 20, 2024. Department—Workforce Education – Manufacturing
18. Agreement with **Sunburst Entertainment Group, LLC** to provide the use of the Tropicana Field and facilities for the College's graduation ceremony to be held May 15, 2024. The cost to the College for this Agreement is anticipated to be approximately \$74,600. This item was approved by Jamelle Conner on February 13, 2024. Department-Admissions & Records
19. Agreement with **Zendesk, Inc.** to provide professional services associated with its Zendesk ticketing system application. Zendesk will provide training and services per the terms of the Agreement. The Agreement will commence as soon as possible and continue for the period of one year. The cost to the College for this Agreement is \$69,000. This item was approved by Patrick Rinard on January 16, 2024. Department—IT—Technology Support Services

Section D: Contracts above \$10,000 (\$10,001-\$50,000)

20. Agreement with **Access Interpreting Services** to provide American Sign Language translation and interpreting services as well as on-demand video remote interpreting for the College. The Agreement will commence as soon as possible and continue for the period of one year. The cost to the College for this Agreement is \$13,000. This item was approved by Darryl Wright-Greene on February 13, 2024. Department—Human Resources
21. Agreement with **Augmented Reality Machine, Inc. (AR)** to develop and build a software platform that allows Leepa-Rattner Museum of Art staff to create and manage AR content for various works of art in its permanent collection. The technology uses AR image tracking operating through a web-based platform that is tailored for museum curators and educators. The technology also allows users to view the artwork and its customized AR content using their mobile devices. Augmented Reality will design, develop and launch the platform and provide project management and on-site training throughout the project. The Agreement will commence as soon as possible and continue through project completion. The cost to the College for this Agreement is \$20,000. This item was approved by Jamelle Conner on March 21, 2024. Department—Leepa-Rattner Museum of Art

22. Agreement with **BrandConnex, LLC** to provide a license for the use of awarded U.S. News & World Report badges as a promotion in digital and print mediums for the College. The Agreement will commence as soon as possible and continue for the period of one year. The cost to the College for this Agreement will be \$19,520. This item was approved by Jesse Turtle on February 19, 2024. Department—Marketing & Strategic Communications
23. Agreement with **BrandConnex, LLC** to provide a license for the use of awarded U.S. News & World Report badges as a promotion in digital and print mediums for the College’s Nursing Program. The Agreement will commence as soon as possible and continue for the period of one year. The cost to the College for this Agreement will be \$12,412.50. This item was approved by Matthew Liao-Troth on February 27, 2024. Department—Marketing & Strategic Communications
24. Agreement with **CenturyLink Communications, LLC dba Lumen Technologies Group** to provide dedicated internet access for the Tarpon Springs Campus. The Agreement will commence as soon as possible and continue through December 31, 2026. The cost to the College for this Agreement is \$30,452. This cost includes the cost of internet access and any incremental charges for unforeseen fees/taxes/tariffs (estimated to be \$574 per year). This item was approved by John Goodfellow for Patrick Rinard on December 13, 2023. This item is included in this Report as it was not presented previously. Department—Information Technology - Infrastructure
25. Agreement with **Scott Cho Consulting, Inc.** to provide professional services and deliverables associated with the College’s PeopleSoft Campus Solutions Financial Aid module. The Agreement will commence as soon as possible and continue through June 30, 2024. The cost to the College for this Agreement is \$23,512.50. This item was approved by Jamelle Conner on January 30, 2024. Department—Financia Assistance Services
26. Agreement with **ColorID, LLC** for a subscription that will allow students to obtain digital photo IDs online via CloudCard with the ability to upload their photo. The service includes responsive design, dashboard statistical data, and facial verification using Artificial Intelligence. The Agreement will commence as soon as possible and continue for the period of one year. Thereafter, the Agreement will continue annually unless terminated with 30 days’ notice. The cost to the College for the first year of this Agreement is \$12,540. Should the Agreement be continued beyond one year, additional expenditure approval will be sought at that time. This item was approved by Jamelle Conner on March 21, 2024. Department—Student Affairs
27. Agreements with **Copperhead Charities, Inc.** for the use of the Tarpon Springs Campus parking lots on March 21-24, 2024 during the Copperhead Charities Championship Golf Tournament held at Innisbrook Inn Resort and Spa. The College will receive \$11,600 for the use of its facilities. Additionally, under a separate Agreement, Copperhead Charities will donate \$30,800 to the SPC Foundation, which will be used for Tarpon Springs Campus student scholarships, Athletics and Law Enforcement/Fire Academies. This item was approved by Jamelle Conner on February 13, 2024 and Jesse Turtle on February 14, 2024. Departments—Provost Office & SPC Foundation

28. Agreement with **Deer Oaks EAP Services, LLC** to provide one-on-one counseling sessions and seminars at no cost to College employees. The Agreement will commence as soon as possible and continue through December 31, 2025. The cost to the College for this Agreement is estimated to be \$44,000. This item was approved by Darryl Wright-Greene on February 13, 2024. Department—Human Resources
29. Agreement with **Gallagher Benefit Services, Inc.** to provide professional services to assist in the review and update policies for Human Resources and the development of a new employee handbook. The Agreement will commence as soon as possible and is expected to continue through March 2024. The cost to the College for this Agreement is \$10,500. This item was approved by Darryl Wright-Greene on January 5, 2024. Department—Human Resources
30. Agreement with **Help Me, Harlan! Productions** to provide the services of Harlan Cohen as a special speaker for multiple presentations for the First-Time Titan event to be held on February 1, 2024 at the St. Petersburg/Gibbs Campus. The cost to the College for this Agreement is \$10,800. This item was approved by Matthew Liao-Troth on December 14, 2023. This item is included in this Report as it was not presented previously. Department—Communications
31. Agreement with **Illuminating Voices, LLC** to produce 10 podcasts for the President’s Office. The Agreement will commence as soon as possible and continue through December 31, 2024. The cost to the College for this Agreement is \$29,875. This item was approved by the President on January 9, 2024. Department—President’s Office
32. Agreement with **Integrated Cooling Solutions** to provide services for the repair of the rooftop A/C unit at Bay Pines. The Agreement will commence as soon as possible and continue through project completion. The cost to the College for this Agreement is \$17,253.97. This item was approved by Adam Colby on January 18, 2024. Department—Facilities Services
33. Agreement with the **Juvenile Welfare Board of Pinellas County and St. Petersburg College Foundation** to establish the St. Petersburg College Early Childhood Education Scholarship Program. The Program will provide scholarships to early childhood educators seeking a certificate or degree in Early Childhood Education at the College. The College will assist with recruiting, recipient selection, student support services, verifications and reporting. The Foundation will assist with scholarship advertising, scholarship application, verifications and reporting. The Foundation will also provide a pool of eligible applicants for scholarship selection. The JWB will provide scholarship eligibility requirements and funds in the amount of \$35,000 to be used for these scholarships. The Agreement will commence as soon as possible and continue through September 30, 2024. This item was approved by Jesse Turtle on February 12, 2024 and Matthew Liao-Troth on February 20, 2024. Departments—SPC Foundation and Academic Affairs
34. Agreement with **K12 Florida, LLC** to rent classroom space at the College’s EpiCenter on multiple dates between February 2024 through May 2024. The estimated revenue to the College for these rentals is \$12,358.50. This item was approved by Jackie Skryd on January 11, 2024. Department—Workforce, Community & Corporate Partnerships

35. Agreement with **The Lamar Companies** to provide Pinellas Suncoast Transit Authority bus advertisement space from February 2, 2024 through August 1, 2024. The cost to the College for this Agreement is \$20,004. This item was approved by Jesse Turtle on February 1, 2024. Department—Marketing & Strategic Communications
36. Agreement **Oracle America, Inc.** to provide a cloud services subscription to *EDU Technology Learning*. This subscription will give the Information Technology staff access to online learning resources for PeopleSoft Pillars, PeopleSoft Administration, and Oracle OCI Infrastructure, etc. The Agreement will commence as soon as possible and continue for the period of one year. The cost to the College for this Agreement is \$14,985. This item was approved by Patrick Rinard on February 19, 2024. Department—Information Technology
37. Agreement with **Ovid Technologies** to continue the subscription to the Veterinary Science database used to support the College’s Veterinary Technology Program. The Agreement will commence as soon as possible and continue for the period of one year. The cost to the College for this Agreement is \$18,413. This item was approved by Matthew Liao-Troth on December 14, 2023. This item is included in this Report as it was not presented previously. Department—Learning Resources
38. Agreement with **Phillies Florida, LLC** whereby the College will provide access to designated parking areas on the Clearwater Campus for fan parking during Phillies Spring Training Home games in 2024. The Agreement will commence as soon as possible and continue through the end of spring training. In exchange, Phillies Florida will provide in-kind, stadium Billboard outfield signage and two season tickets during the season (estimated value of \$14,600). There is no cost to the College associated with entering into this Agreement. This item was approved by Janette Hunt on January 31, 2024. Department—Facilities
39. Agreement with **Simple System Group, LLC** to provide access to the Simple Syllabus platform which is template driven and enables instructors to quickly personalize and publish interactive class syllabi. The application pulls together institutional data such as policies, learning objectives, and course section content and provides easy retrieval of institutional syllabi for compliance purposes and reporting. The Agreement will commence as soon as possible and continue for the period of one year. The cost to the College for this Agreement is \$30,000. This item was approved by Matthew Liao-Troth on January 8, 2024. Department—IDEAS
40. Agreement with **The Tambellini Group, LLC** to assist the College with its evaluation of options to transition away from Oracle PeopleSoft. Tambellini will provide detailed research and analysis on the Student, HCM, and Finance solutions and implementation partner ecosystem. The Agreement provides the College with a one-year subscription to access the Tambellini Peertelligent Database and associated services. The Agreement will commence as soon as possible and continue for the period of one year at a cost to the College of \$50,000. This item was approved by Patrick Rinard on December 11, 2023. This item is included in this Report as it was not presented previously. Department—Information Technology

41. Agreement with **Transworld Systems, Inc.** to provide pre-collection services on past due student accounts at a cost of \$9.40 per account. The cost to the College for this Agreement is \$47,000; however, Transworld provides a performance guarantee which meets or exceeds a minimum collection rate of two times the order amount. Transworld will pay the College the difference if the collections do not meet the required threshold. The Agreement will commence as soon as possible and continue for the period of one year; however, the accounts purchased can be used within 24 months of the contract effective date. This item was approved by Janette Hunt on March 19, 2024. Department—Business Services
42. Agreement with **Turnitin, LLC** to continue the subscription to Turnitin services through June 30, 2024 at a cost to the College of \$24,589.19. Turnitin services allow the College to check student work for originality. This item was approved by Matthew Liao-Troth on December 11, 2023. This item is included in this Report as it was not presented previously. Department—Learning Resources

Section E: Contracts \$10,000 and below

43. Agreement with **240 Tutoring, Inc.** for the purchase of 100 user credits to access 240 Tutoring FTCE study guide software and resources to support the Certify Success initiative as part of the SPC Innovation grant submission. The software and resources will aid preservice teachers with test preparation and classroom effectiveness. Access to the study guide materials is available until all user credits purchased are used. Based on the foregoing, the Agreement is anticipated to continue through February 28, 2025. The cost to the College for this Agreement is \$1,500. This item was approved by Matthew Liao-Troth on February 29, 2024. Department—College of Education
44. Agreement with **AI Sense, Inc. dba Otter.ai** to provide assistive technology for students who require note-taking assistance. Licenses for use by students will be assigned via Accessibility Services. The cost to the College for 15 users of the technology plus premier support is \$2,295.15. The Agreement will commence as soon as possible and continue for the period of one year. This item was approved by Jamelle Conner on February 23, 2024. Department—Accessibility Services
45. Agreement with **Articulate Global** to provide 4 Articulate 360 Teams licenses for use in the College’s Center for Public Safety Innovation. The Agreement will commence as soon as possible and continue for the period of one year. The cost to the College for this Agreement is \$2,796. This item was approved by Matthew Liao-Troth on February 5, 2024. Department—Center for Public Safety Innovation
46. Agreement with **Asana, Inc.** for a subscription to Asana Starter that will provide a cloud based solution for the Online Learning Services department to better manage projects. The Agreement will commence as soon as possible and continue for the period of one year. The cost to the College for this Agreement is \$1,980. This item was approved by Patrick Rinard on January 2, 2024. Department—Online Learning Services
47. Agreement with the **Association of Community College Trustees** to provide the services of Dr. Ed Massey to facilitate a one-day retreat on January 6, 2024, for the College’s Board

- of Trustees. The cost to the College for this Agreement is anticipated to be approximately \$10,000. The cost includes a fee for the one-day retreat of \$5,000 plus travel expenses as well as any shipping fees associated with the event. This item was approved by the President on January 3, 2024. Department—President’s Office
48. Agreement with **Canva US, Inc.** to continue the subscription to Canva for Teams to support the work of librarians and library staff collegewide. The Agreement will commence as soon as possible and continue for the period of one year. The cost to the College for this Agreement is \$3,825. This item was approved by Matthew Liao-Troth on February 8, 2024. Department—Learning Resources
 49. Agreement with **Caspio, Inc.** for the purchase of a Professional Platform database app to create internal databases for use in Facilities Services that will replace the current Access databases. The cost to the College for the Agreement is \$5,670. The Agreement will commence as soon as possible and continue for the period of one year. Thereafter, the Agreement will automatically renew unless terminated by either party. Should the Agreement be continued beyond one year, additional expenditure approval will be sought at that time. This item was approved by Patrick Rinard on March 19, 2024. Department—Facilities Services
 50. Agreement with **Center for Research Libraries** to continue the College’s subscription to the New York Times from January 1, 2024 through December 31, 2024. The cost to the College for this renewal period is \$9,052.72. Thereafter, the Agreement will continue for one-year periods unless terminated by the parties with 60 days’ notice. Should the Agreement be continued beyond December 31, 2024, any costs for renewals will be handled via the Purchasing process. This item was approved by Matthew Liao-Troth on February 1, 2024. Department—Learning Resources
 51. Agreement with the **City of Clearwater** to allow the use of the Clearwater Campus for the distribution of food and water in the event of a hurricane emergency. The Agreement will commence as soon as possible and continue for the period of one year. There is no cost to the College. This item was approved by Janette Hunt on November 8, 2023. This item is included in this Report as it was not presented previously. Department—Provost Office
 52. Agreement with **Coast to Coast Event Rentals** for the rental of tables and covers to be used for a networking mixer event to be held at the Seminole Campus on February 29, 2024. The cost to the College for this Agreement is \$759. This item was approved by Jackie Skryd on December 11, 2023. This item is included in this Report as it was not presented previously. Department—College of Business
 53. Amendment to the Joint Use and Maintenance Agreement with **Community Health Centers of Pinellas** to allow Pinellas County to install and maintain an air quality monitoring station on the Midtown Jamerson parking lot. The Agreement will commence as soon as possible and is ongoing unless terminated by either party. There is no cost to the College. This item was approved by Janette Hunt on January 24, 2024. Department—Facilities Services

54. Agreement with **Dental Imaging Technologies Corporation** to provide service maintenance and/or replacements for four digital sensors used in the Dental Hygiene Clinic at the College. The Agreement will commence as soon as possible and continue for the period of one year. The cost to the College for this Agreement is \$5,176. This item was approved by Matthew Liao-Troth on March 25, 2024. Department—Dental Hygiene
55. Agreement with **Digital Theatre, LLC** to provide a three-year subscription for access to its digital archive of theater, musical, opera, and historical—classical and modern performances. The Agreement will commence as soon as possible and continue for a period of three years. The cost to the College for this Agreement is \$8,991.81. This item was approved by Matthew Liao-Troth on February 7, 2024. Department—Humanities & Fine Arts
56. Agreement with **EF Education First International** to provide travel services for the College’s 2025 England Study Abroad Program to be held May 2025. Education First will handle all payments from participants and all program/trip coordination. The Agreement will commence as soon as possible and continue through program completion. There is no cost to the College associated with entering into this Agreement. This item was approved by Matthew Liao-Troth on February 13, 2024. Department—International Programs
57. Agreement with **EF Education First International** to provide travel services for the College’s 2025 Italy Study Abroad Program to be held May 2025. Education First will handle all payments from participants and all program/trip coordination. The Agreement will commence as soon as possible and continue through program completion. There is no cost to the College associated with entering into this Agreement. This item was approved by Matthew Liao-Troth on February 13, 2024. Department—International Programs
58. Agreement with **EF Education First International** to provide travel services for the College’s 2025 Portugal/Spain Study Abroad Program to be held March 2025. EF Study Abroad will handle all payments from participants and all program/trip coordination. The Agreement will commence as soon as possible and continue through program completion. There is no cost to the College associated with entering into this Agreement. This item was approved by Matthew Liao-Troth on February 8, 2024. Department—International Programs
59. Agreement with **Florida Corporate SportsFest, Inc. (FCS)** whereby FCS will use a portion the St. Petersburg/Gibbs Campus parking lot for their employees to park and shuttle to the SportsFest event being held April 20, 2024. The College Foundation will receive a donation of \$2,000 which will be designated for the Titan Emergency Fund. In addition, SPC will be named as a sponsor of the event and be provided with a complimentary staff team entrance into the event. This item was approved by Jamelle Conner on March 21, 2024 and Jesse Turtle on March 26, 2024. Department—Provost Office, SP/G
60. Agreement with **Florida Trend** for a full-page advertisement in Florida Trend’s Education Guide at a cost to the College of \$5,000. The Agreement will commence as soon as possible and continue through April 30, 2024. This item was approved by Jesse Turtle on February 29, 2024. Department—Marketing & Strategic Communications

61. Agreement with **Gallagher Student Health & Special Risk** to accept its 2024-25 International Student Health Insurance Proposal to offer international students and international student athletes the ISS Basic Plan that provides student medical and/or accident insurance coverage. As part of this transaction, the College will designate Gallagher Student Health & Special Risk as the College's exclusive insurance broker with respect to the international student insurance policy that runs from August 17, 2024 through August 16, 2025. International students will be required to enroll in the applicable Insurance Plan at registration unless they provide proof of comparable coverage. International students will pay an annual rate of \$1,291 for coverage for the twelve-month period. There is no cost to the College. This item was approved by Matthew Liao-Troth on March 25, 2024. Department—Center for International Programs
62. Agreement with **Hero to Hero** whereby the College will provide Hero to Hero participants with Fire Academy training and assist with transitioning military members and veterans to first responder careers. The Agreement will commence as soon as possible and continue for the period of one year. There is no cost to the College associated with entering into this Agreement. This item was approved by Matthew Liao-Troth on February 8, 2024. Department—Fire Training Center
63. Agreement with **Hyland Software, Inc.** for a Premium Subscription—Enterprise – Perceptive Only Solutions that will allow College employees to access specialized training and tools to enhance their knowledge of the Perceptive Content system. The Agreement will commence as soon as possible and continue for the period of one year. The cost to the College for the Agreement is \$800. This item was approved by Jamelle Conner on January 3, 2024. Department—Financial Assistance Services
64. Agreement with **IBM Corporation** for a software subscription and license to the IBM SPSS Statistics Professional database for use in the Information Technology department. The license and software subscription also includes technical support. The Agreement is for the period of one year at a cost to the College of \$2,831. This item was approved by Patrick Rinard on March 19, 2024. Department—Information Technology
65. Agreement with **Integra Realty Resources** to provide appraisal services for two parcels located at the Allstate Center. The Agreement will commence as soon as possible and continue through project completion. The cost to the College for this Agreement is \$1,600. This item was approved by Janette Hunt on February 1, 2024. Department—Finance & Business Operations
66. Agreement with **International Education Development Programs** to provide on-the-ground assistance to prospective students in India regarding information and enrollment in SPC programs. International Education will also provide assistance in international recruitment efforts. The College agrees to pay International Education an amount of \$1,000 minus any required taxes, per enrolled student after the 20th day of the student's first semester in the program. Such cost is offset by student fees for the program(s). The Agreement will commence as soon as possible and continue for the period of two years. This item was approved by Matthew Liao-Troth on February 29, 2024. Department—International Programs

67. Agreement with **Kettering National Seminars** to provide a three-day workshop to prepare attendees for national credentialing examination(s) for the Certified Respiratory Therapist (CRT) and/or the Registered Respiratory Therapist (RRT). The workshop will be held for Respiratory Therapy students on June 26-28, 2024 at the Health Education Center. The cost to the College for this Agreement is \$5,865. This item was approved by Jackie Skryd on March 18, 2024. Departments—Respiratory Therapy & Workforce Development
68. Agreement with **Charlotte C. Knowles-Thompson Agency** to continue to provide on-the-ground assistance to prospective students in the Bahamas regarding information and enrollment in SPC programs. Charlotte Knowles-Thompson will also provide assistance in international recruitment efforts. The College agrees to pay Charlotte Knowles an amount of \$1,000 minus any required taxes, per enrolled student after the 20th day of the student’s first semester in the program. Such cost is offset by student fees for the program(s). The Agreement will commence as soon as possible and continue for the period of two years. This item was approved by Matthew Liao-Troth on January 8, 2024. Department—International Programs
69. Agreement with **Legacy College Readiness & Tours** to continue to provide on-the-ground assistance to prospective students in the Bahamas regarding information and enrollment in SPC programs. Legacy College Readiness & Tours will also provide assistance in international recruitment efforts. The College agrees to pay Legacy College Readiness & Tours an amount of \$1,000 minus any required taxes, per enrolled student after the 20th day of the student’s first semester in the program. Such cost is offset by student fees for the program(s). The Agreement will commence as soon as possible and continue for the period of two years. This item was approved by Matthew Liao-Troth on January 16, 2024. Department—International Programs
70. Agreement with **Lumivero, LLC** for a license to use its XLSTAT-Basic software. The XLSTAT Basic provides statistical analysis and visualization tools for use by the Information Technology Department. The Agreement will commence as soon as possible and continue for the period of one year. Thereafter, the Agreement will continue annually unless terminated by either party with 30 days’ notice. The cost to the College for the initial one-year period is \$975. Thereafter, should the Agreement be continued, renewals will be handled via the Purchasing process. This item was approved by Patrick Rinard on February 19, 2024. Department—Information Technology
71. Agreement with the **School District of Manatee County** for the use of the Allstate Center driving range at agreed upon dates/times commencing July 1, 2024 and continuing through June 30, 2025. The College anticipates receiving an amount of \$3,000 under this Agreement. This item was approved by Matthew Liao-Troth on February 27, 2024. Department—Public Safety Academies
72. Amendment to the Agreement with **Microsoft Corporation** for the College’s existing Volume Licensing Agreement to provide for multi-tenant enrollment as required to continue its online service plans with Microsoft. The Agreement will commence as soon as possible. There is no cost to the College. This item was approved by Patrick Rinard on December 8, 2023. This item is included in this Report as it was not presented previously. Department—Information Technology

73. Agreement with the **National Association for Community College Entrepreneurship (NACCE)**, **CodeBoxx Technology Corporation** and the College to collaboratively conduct a successful pilot offering of the non-credit CodeBoxx Cadet training program at the College. CodeBoxx training offers immersive Full Stack Developer coding, providing hands-on software development to prepare individuals for careers in Technology. NACCE will provide funding (amount yet to be determined) to help support the CodeBoxx Cadet Program and CodeBoxx Technology will provide the CodeBoxx pilot curriculum at no cost to the College. The College will identify/engage coaches to deliver the curriculum, recruit up to 15 students to participate in the pilot, and prepare the technical infrastructure (computers, network, space) to conduct the pilot. Additional contributions of the parties for the pilot are as defined in the Agreement. The Agreement will commence upon execution and continue for one year. Should the College not complete the CodeBoxx Cadet Program within one year, any funding provided must be returned to NACCE. This item was approved by Matthew Liao-Troth on February 1, 2024. Department—College of Computer Information & Technology
74. Agreement with **Niche Academy, LLC** for a subscription to its platform to support Library and Learning Resources instruction. The Agreement will commence as soon as possible and continue for the period of one year. The cost to the College for this Agreement is \$8,034. This item was approved by Matthew Liao-Troth on March 25, 2024. Department—Learning Resources
75. Agreement with **Orkin Pest Control** to provide pest control services at the Palladium. The Agreement will commence as soon as possible and continue for the period of one year. The cost to the College for this Agreement is \$6,747. This item was approved by Adam Colby on March 27, 2024. Department—Custodial Services
76. Agreement with **Orkin Pest Control** to provide pest control services for the EPI Tech building. The Agreement will commence as soon as possible and continue for the period of one year. The cost to the College for this Agreement is \$1,506.50. This item was approved by Adam Colby on February 20, 2024. Department—Custodial Services
77. Agreement with **Orkin Pest Control** to provide pest control services for the gym at the St. Petersburg/Gibbs Campus. The Agreement will commence as soon as possible and continue for the period of one year. The cost to the College for this Agreement is \$5,628.79. This item was approved by Adam Colby for Janette Hunt on January 23, 2024. Department—Custodial Services
78. Agreement with **Orkin Pest Control** to provide pest control services for the Student Activities Center at the Clearwater Campus. The Agreement will commence as soon as possible and continue for the period of one year. The cost to the College for this Agreement is \$695.04. This item was approved by Adam Colby on March 8, 2024. Department—Custodial Services
79. Agreement with **Orkin Pest Control** to provide pest control services for the Social Science Building at the Clearwater Campus. The Agreement will commence as soon as possible and continue for the period of one year. The cost to the College for this Agreement is

- \$920.16. This item was approved by Adam Colby on March 8, 2024. Department—Custodial Services
80. Agreement with **Ovid Technologies** for the purchase of new editions of eBooks to support the College’s Nursing programs. The Agreement will commence as soon as possible and continue for the period of one year. The cost to the College for this Agreement is \$1,992. This item was approved by Matthew Liao-Troth on December 14, 2023. This item is included in this Report as it was not presented previously. Department—Learning Resources
81. Agreement with **Pasco Sheriff’s Office** to provide internship experience opportunities for eligible students at the Pasco County Sheriff’s Office. The Agreement will commence as soon as possible and continue unless terminated by either party. There is no cost to the College. This item was approved by Matthew Liao-Troth on December 8, 2023. This item is included in this Report as it was not presented previously. Department—College of Business
82. Funding Agreement with **Pinellas County** to provide for additional improvements to the Fire and EMS Training Center. This Agreement replaces the previous funding agreement entered into in August 2023, and expands the proposed repairs and improvements to the Fire and EMS Training Center. The Agreement will commence as soon as possible and continue through December 31, 2026. Although **there is no expenditure of funds at this time and total costs are yet to be determined**, the County agrees to reimburse the College for improvements in an amount up to \$1.5 million. As additional details are determined for this project, this item will be brought to the Board for expenditure approval of the Project GMP. This item was approved by Janette Hunt on February 16, 2024. Department – Facilities Planning & Institutional Services
83. Agreement with **Screenvision Direct, Inc.** to provide on-screen advertising, for the St. Petersburg Collegiate High School Gibbs, at the Tyrone Square Luxury 10 movie location. Advertising will appear on 10 screens for a 10-week period from April 22, 2024 through June 30, 2024. The cost to the College for this Agreement is \$2,255. This item was approved by Matthew Liao-Troth on February 21, 2024. Department—SPCHS Gibbs
84. Agreement with **Screenvision Direct, Inc.** to provide on-screen advertising, for the St. Petersburg Collegiate High School North Pinellas, at the AMC Classic Palm Harbor movie theatre. Advertising will appear on 10 screens for a 10-week period from April 22, 2024 through June 16, 2024. The cost to the College for this Agreement is \$1,000. This item was approved by Matthew Liao-Troth on March 21, 2024. Department—SPCHS North Pinellas
85. Agreement with **SoftChalk, LLC** for a subscription license to access the SoftChalk Cloud platform which provides content delivery for up to 250 Collegiate High School students. The subscription includes short course webinar training sessions, self-paced training videos, and access to user guides and FAQs. The cost to the College for this Agreement is \$717.50. The Agreement will commence as soon as possible and continue through May 31, 2025. This item was approved by Matthew Liao-Troth on March 8, 2024. Department—SPCHS North Pinellas

86. Agreement with **SpearMC Consulting Management Consulting, Inc.** to provide consulting services and deliverables related to the PeopleSoft HR System Improvements project. SpearMC will work on Recruitment Module production support items as defined in the Statement of Work. The Agreement will commence as soon as possible and continue through March 31, 2024. The cost to the College for this Agreement will not exceed \$8,800. This item was approved by Darryl Wright-Greene on February 13, 2024. Department—Human Resources
87. Agreement with the **City of St. Petersburg** for the rental of the Coliseum facility for the College of Nursing Pinning Ceremony to be held on May 9, 2024. The cost to the College for this Agreement, including facility rental and services, is \$4,396. This item was approved by Jamelle Conner on March 26, 2024. Department—College of Nursing
88. Amendment to the Land Lease and Development Agreement with the **City of St. Petersburg** to allow Pinellas County, Air Quality Division, to install and maintain an air quality monitoring station on the Midtown Jamerson parking lot. The Agreement will commence as soon as possible and is ongoing unless terminated by either party. There is no cost to the College. This item was approved by Janette Hunt on January 24, 2024. Department—Facilities Services
89. Agreement with the **University of Texas at Austin**, on behalf of the National Institute for Staff and Organization Development (NISOD), to conduct the *Allied Health Educator Workshop – Creative Teaching Strategies for Allied Health Educators* Workshop to be held at the College on May 31, 2024. NISOD will also provide 5 complimentary registrations to SPC for hosting the Workshop and discounted registration fees for SPC participants. NISOD will also cover the cost of catering for the event. In addition to hosting the event, the College will provide the meeting room for up to 100 attendees and Wi-Fi/Audiovisual equipment. There is no cost to the College associated with entering into this Agreement. Any SPC participant registration fees will be paid separately through the registration process. This item was approved by Matthew Liao-Troth on February 8, 2024. Department—Center for Excellence in Teaching and Learning

Pamela S. Smith, Legal Services Coordinator, prepared this Quarterly Informational Report on contract items, including those with expenditures not exceeding \$325,000.

Mia Conza, General Counsel, recommends approval.

ps032724



St. Petersburg Collegiate High Schools

Governing Board Meeting

CLW

April 16, 2024

Agenda

1. Approval of SPG and TS charter renewals for 15 years
2. Approval of 2024-2025 academic calendar
3. Approval STEM CHS budget Amendment


**St. Petersburg Collegiate STEM High School
Proposed Budget
2023-2024**

	Proposed Budget	Approved Budget
	FY 2024	FY 2023
	7/1/2023 - 6/30/2024	7/1/2022 - 6/30/2023
Revenue		
Funding Sources		
FEFP Funding (150 Students)	\$ 1,282,577	\$ 467,536
Capital Outlay Funding	0	0
Title II Professional Development Reimbursement	1,970	2,589
A+ Recognition Award	0	0
Title IV (SSAE)	1,343	1,409
Other Revenue	0	0
Budget Stabilization Transfer	300,000	\$
Total Funding Sources	\$ 1,285,890	471,533
		3
Operating Expenses		
Personnel Cost		
Instructional	375,080	77,011
Administrative and Instructional Support	441,935	29,824
Plant Operation	18,416	1,011
Temporary (Non-recurring)	4,408	0
Total Personnel Cost	\$ 839,839	\$ 107,846
Current Expense		
Professional Development & Workshops	3,828	12,500
Textbooks and Instructional Materials	28,000	0
Minor Equipment	7,359	0
Facility & Lease	186,906	193,241
Professional Services & Fees	24,350	15,000
Insurance	10,000	0
Food	31,000	25,000
Office Supplies and Equipment	6,684	0
Printing/Photocopying/Advertising	12,500	12,000
Total Current Expense	\$ 310,627	\$ 257,741
Capital Spending		
Total Capital Spending	\$ -	\$ -
Total Budgeted Expenditures	\$ 1,150,466	\$ 365,587
Other Transactions: Dual Enrollment		
Dual Enrollment Tuition Expense	\$ 175,000	\$ 100,000
SPC Contribution to offset tuition	\$ (175,000)	\$ (100,000)
Ending Fund Balance Reserve (est.)	\$ 333,203	\$ 105,946

April 16, 2024

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: Tonjua Williams, Ph.D., President 

SUBJECT: Charter Renewal for St. Petersburg Collegiate High School South Pinellas

In the spring of 2004, St. Petersburg Collegiate High School South Pinellas and Pinellas County School Board (PCSB) entered into a charter school contract. This was the initial contract between the two entities. The Charter was initially set to renew every 5 years, and then in 2009 was approved to renew every 15 years. St. Petersburg Collegiate High School South Pinellas was afforded the 15 year option due to its High Performing status. This contract is set to expire in June of 2024. **Approval is sought to renew the contract for another 15 years – to June 30, 2039.**

St. Petersburg Collegiate High School South Pinellas continues to fulfill its mission of helping students simultaneously earn their high school diploma, an Associate in Arts degree, and qualify for a Bright Futures scholarship.

The purpose of the school is to provide educational opportunities for students who are prepared to participate in college-level classes. The school serves up to 240 students in grades 10-12. The school is divided into two units—college preparatory and collegiate. Students in the college preparatory program will primarily be enrolled in high school-only classes. These classes will further develop the skills and competencies required to enter the dual credit section of the collegiate high school. When students have demonstrated proficiency on college placement tests, and have a GPA of 3.0 or higher, they may enter the collegiate program. In this unit of the collegiate high school, students will enroll in college courses that will simultaneously generate both high school and college credit, with the goal of completing an associate degree at the time they receive their high school diploma.

Revenue for operating the school are generated by FTE, and funds come to the district via the state and each month our school invoices the district.

In addition to the foregoing, some other important provisions of the Charter are as follows:

- All applicants will have an equal chance of being admitted through a random enrolled selection in the process although preference may be given to siblings of students enrolled in the charter school, and children of employees of the charter school.
- Students with disabilities who are enrolled in the charter school shall be provided programs implemented in accordance with federal and state laws and local policies and procedures.


- The College will follow Florida State law and the PCSB Code of Student Conduct in matters of discipline.
- PCSB shall retain an administrative fee of 2% of public revenues to be paid to the College by PCSB for its administrative costs. Normally the fee is 5%, but since the charter is High Performing, the fee is reduced.
- The College shall provide a monthly financial report to PCSB.
- The College agrees that it will not charge tuition or fees, except those fees normally charged by the other public K-12 schools, or levy taxes or issue bonds secured by tax revenues.
- The College will provide food service to students in accordance with district, state and federal regulations. This may vary from offerings from PCSB, private providers or state and federal programs of hot or cold, bulk or individual food service.
- The College shall select its own employees and shall follow its own procedures for hiring, dismissal, salaries and benefits.
- The College shall require all employees who work in the charter school and its Board of Trustees to comply with the fingerprinting requirements of s. 1012.32, Florida Statutes (2023).
- The Charter provides for reciprocal indemnification of the College and PCSB to the extent permitted by Florida Statutes 768.28 and provides for insurance coverage through self-insurance and/or appropriate carriers.
- The Charter provides provisions for non-renewal and termination of the Contract for: 1) failure by the charter school to meet the requirements for student performance stated in the Charter; 2) failure of the charter school to meet generally accepted standards of fiscal management; 3) violation of law by the charter school; and 4) other good cause shown.

Matthew Liao-Troth, Vice President of Academic Affairs; Catherine Kennedy, Associate Vice President of Academics and Partnerships; and Mia Conza, General Counsel, recommend approval.

April 16, 2024

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: Tonjua Williams, Ph.D., President 

SUBJECT: Charter Renewal for St. Petersburg Collegiate High School North Pinellas

In the spring of 2019, St. Petersburg Collegiate High School North Pinellas and Pinellas County School Board (PCSB) entered into a charter school contract. This was the initial contract between the two entities. The Charter was initially set to renew every 5 years and is set to expire in June of 2024. Due to St. Petersburg Collegiate High North Pinellas' High Performing status, it is allowed to seek renewal with a 15 year timeline. **Approval is sought to renew the contract for another 15 years – to June 30, 2039.**

St. Petersburg Collegiate High School North Pinellas continues to fulfill its mission of helping students simultaneously earn their high school diploma, an Associate in Arts degree, and qualify for a Bright Futures scholarship.

The purpose of the school is to provide educational opportunities for students who are prepared to participate in college-level classes. The school serves up to 240 students in grades 10-12. The school is divided into two units—college preparatory and collegiate. Students in the college preparatory program will primarily be enrolled in high school-only classes. These classes will further develop the skills and competencies required to enter the dual credit section of the collegiate high school. When students have demonstrated proficiency on college placements tests, and have a GPA of 3.0 or higher, they may enter the collegiate program. In this unit of the collegiate high school, students will enroll in college courses that will simultaneously generate both high school and college credit, with the goal of completing an associate degree at the time they receive their high school diploma.

Revenue for operating the school are generated by FTE, and funds come to the district via the state and each month our school invoices the district.

In addition to the foregoing, some other important provisions of the Charter are as follows:

- All applicants will have an equal chance of being admitted through a random enrolled selection in the process although preference may be given to siblings of students enrolled in the charter school, and children of employees of the charter school.
- Students with disabilities who are enrolled in the charter school shall be provided programs implemented in accordance with federal and state laws and local policies and procedures.

- The College will follow Florida State law and the PCSB Code of Student Conduct in matters of discipline.
- PCSB shall retain an administrative fee of 2% of public revenues to be paid to the College by PCSB for its administrative costs. Normally the fee is 5%, but since the charter is High Performing, the fee is reduced.
- The College shall provide a monthly financial report to PCSB.
- The College agrees that it will not charge tuition or fees, except those fees normally charged by the other public K-12 schools, or levy taxes or issue bonds secured by tax revenues.
- The College will provide food service to students in accordance with district, state and federal regulations. This may vary from offerings from PCSB, private providers or state and federal programs of hot or cold, bulk or individual food service.
- The College shall select its own employees and shall follow its own procedures for hiring, dismissal, salaries and benefits.
- The College shall require all employees who work in the charter school and its Board of Trustees to comply with the fingerprinting requirements of s. 1012.32, Florida Statutes (2023).
- The Charter provides for reciprocal indemnification of the College and PCSB to the extent permitted by Florida Statutes 768.28 and provides for insurance coverage through self-insurance and/or appropriate carriers.
- The Charter provides provisions for non-renewal and termination of the Contract for: 1) failure by the charter school to meet the requirements for student performance stated in the Charter; 2) failure of the charter school to meet generally accepted standards of fiscal management; 3) violation of law by the charter school; and 4) other good cause shown.

Matthew Liao-Troth, Vice President of Academic Affairs; Catherine Kennedy, Associate Vice President of Academics and Partnerships; and Mia Conza, General Counsel, recommend approval.

CHARTER SCHOOL RENEWAL AGREEMENT

Between

**THE BOARD OF TRUSTEES OF ST. PETERSBURG, COLLEGE,
ON BEHALF OF ST. PETERSBURG COLLEGIATE HIGH SCHOOL
NORTH PINELLAS**

and

THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

for

**ST. PETERSBURG COLLEGIATE HIGH SCHOOL NORTH
PINELLAS**

March 20, 2024

CHARTER SCHOOL RENEWAL AGREEMENT

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THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

THIS CHARTER SCHOOL RENEWAL AGREEMENT is entered into as of the 20th day of March, 2024, by and between THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA, a body corporate operating and existing under the Laws of the State of Florida and THE BOARD OF TRUSTEES OF ST. PETERSBURG COLLEGE, ON BEHALF OF ST. PETERSBURG COLLEGIATE HIGH SCHOOL NORTH PINELLAS, and to update the contractual provisions binding both parties.

Definitions

Definitions: The following terms shall have the following meanings herein unless the context clearly requires otherwise:

Application shall mean the School's application(s) for a Charter (including amendments) as submitted to and approved by the School Board.

Governing Board shall mean the Governing Board or body of the School.

Charter shall mean this charter agreement entered into between the School and the Sponsor.

County shall mean Pinellas County, Florida.

District shall mean the Pinellas County School District overseen by Sponsor.

FDOE shall mean the Florida Department of Education.

High-Stakes Review shall mean an in-depth Sponsor review of important charter school performance data utilizing the agreed upon goals and objectives referenced in this Charter. This review differs from routine annual reports in terms of depth and comprehensiveness of the data reviewed.

School shall mean THE BOARD OF TRUSTEES OF ST. PETERSBURG COLLEGE, ON BEHALF OF ST. PETERSBURG COLLEGIATE HIGH SCHOOL NORTH PINELLAS.

Sponsor shall mean the School Board of Pinellas County, Florida.

State shall mean the State of Florida.

Superintendent shall mean the Superintendent for the District.

Section 1: Term

- A. Application: The Application has been approved by the Sponsor. In the event of any conflict between the Application and any other provision of this Charter, the Charter provision shall control.

- B. Term of Charter:
 - 1. Effective Date: This Charter shall become effective on the date it is approved by both parties. Upon the Effective Date, all prior charter agreements between the parties shall be deemed terminated and superseded by this Charter.

 - 2. Term: The term of this Charter shall be approximately fifteen (15) school years commencing on the Effective Date and ending on June 30, 2039, unless terminated sooner as provided herein, or extended pursuant to Section 1.B.2., herein. The term shall be automatically extended on a month-to-month basis until the Charter has been renewed, nonrenewed, or terminated by the Sponsor. If the parties cannot reach agreement on the terms of a new contract, either party may request mediation from the FDOE, pursuant to section 1002.33, F.S. If the Commissioner of Education determines that the dispute cannot be settled through mediation, the dispute may be appealed to an administrative law judge appointed by the Division of Administrative Hearings. The administrative law judge has final order authority to rule on whether proposed provisions of the Charter violate the intended flexibility granted charter schools by statute.

 - 3. Start-Up Date: The School will operate immediately upon the Effective Date as this Charter is a restatement of existing charter agreements.

 - 4. School Calendar: The School shall maintain the same school calendar as the other St. Petersburg Collegiate High Schools for the term of this Charter. School shall submit a proposed schedule for the school year for approval by the Sponsor no less than sixty (60) days prior to the beginning of the school year, such approval not to be unreasonably withheld.

 - 5. Charter Modification: This Charter may be modified during its term or any renewal term only upon approval of both parties. No such modification shall be enforceable unless it is in writing and approved by both the Governing Board and the Sponsor. If the modification involves changes to the grade levels, except as provided by law for high-performing charter schools, the School must provide information acceptable to the Sponsor relating to curriculum, budget, facilities, and staff.

6. Charter Renewal: This Charter may be renewed as provided for in Florida Statutes. No later than September 15 in the final academic year of this Charter, Sponsor shall provide notice to the School regarding the process and timeline for completing the programmatic review required under section 1002.33, F.S. Upon completion of the programmatic review, but no later than 90 days prior to the end of the Charter term, the Sponsor shall notify the Governing Board of the Charter School in writing of the proposed action to renew, terminate, or non-renew the Charter, pursuant to section 1002.33, F.S.. Sponsor may not require School to waive the provisions of section 1002.331, F.S., or require a student enrollment cap that prohibits a high-performing charter school from increasing enrollment in accordance with section 1002.331, F.S., as a condition of approval or renewal of a charter.
7. Periodic Review and Evaluation. The Sponsor shall annually evaluate the School on its performance and progress towards meeting the standards and targets included in this Charter, including academic goals. If the term of this Charter exceeds five years, the Sponsor shall conduct a High-Stakes Review at least every five years and shall present the findings of the review to the Governing Board of the School.

C. Education Program and Curriculum:

1. Any material change to the education program and/or curriculum as described in the approved Application or Charter requires Sponsor approval.
2. The School agrees to implement its educational and related programs as specified in the Application unless otherwise modified by this Charter.
3. The School shall make reading a primary focus of the curriculum and provide sufficient resources to identify and provide specialized instruction for students who are reading below grade level. The reading curriculum and instructional strategies shall be consistent with Florida Standards and grounded in scientifically-based reading research.
4. The School shall adopt the District's plan for English Language Learners, or implement an alternate District approved plan. If applicable, the School will attach its plan for English Language Learners hereto as an Appendix. The plan must include sufficient information and detail to allow the Sponsor to determine legal sufficiency.
5. The School will establish the current incoming baseline standard of student academic achievement, the outcomes to be achieved, and the method of measurement that will be used, as described in the approved Application or otherwise described in this Charter.

D. Renewal/Non-Renewal/ Termination:

1. Non-Renewal/Termination of this Charter. The Sponsor shall make student academic achievement for all students the most important factor when determining whether to renew or terminate this Charter. The Sponsor may choose not to renew or terminate this Charter if it finds that any of the following grounds below exist by clear and convincing evidence, as set forth in section 1002.33, F.S..
 - i. Failure to participate in Florida's education accountability system created in section 1008.31, F.S., as required in law, or failure to meet the requirements for student performance stated in the Charter.
 - ii. Failure to meet generally accepted standards of fiscal management.
 - iii. Violation of law.
 - iv. Other good cause shown, which may include, but is not limited to, any of the following:
 - a. Failure to cure a material breach of any term or condition of this Charter after written notice of noncompliance;
 - b. Failure to implement a reading curriculum that is consistent with effective reading strategies grounded in scientifically based reading research if not timely cured after written notice;
 - c. Filing for voluntary bankruptcy, adjudication of bankruptcy or of insolvency, or other state of financial impairment by the School such that the School can no longer operate or is no longer financially viable;
 - d. Failure by the School to provide the District with access to records as required by law or this Charter;
 - e. Failure of the School to maintain minimum insurance coverage as described in this Charter if not timely cured after written notice;
 - f. Violation by the School of any court order pertaining to the operation of the School;
 - g. A criminal conviction upon matters involving the School against either the Governing Board, its members (collectively or individually), or the management company where the Board knew

or should have known of the conduct underlying the conviction and failed to take corrective action;

- h. Failure by the School to timely submit to the District a financial corrective action plan or financial recovery plan and required supporting documents following a notification from the District, Auditor General, or FDOE, that such a plan is required;
- i. Failure by the School to implement any financial corrective action plan or financial recovery plan approved by the Florida Commissioner of Education pursuant to section 218.503, F.S.;
- j. Failure to provide periodic progress reports as required by the financial recovery plan if not timely cured after written notice;
- k. Perpetration of a fraud upon the District or a material misrepresentation in the Application;
- l. Failure to comply with background screening and other requirements set forth in section 1002.33, F.S.;
- m. Failure by the School to comply with all applicable laws, ordinances and codes of federal, state and local governance including, without limitation, the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act and applicable laws relating to English Language Learners (ELL).
- n. Failure to make sufficient progress in attaining the student achievement objectives of the Charter established pursuant to Section 2.A. and the School's School Improvement Plan, if applicable, and a showing that it is not likely that such objectives can be achieved within the time period provided in this Charter;
- o. Willfully or recklessly failing to manage public funds in accordance with the law;
- p. Any action by the School that is detrimental to the health, safety, or welfare of its students that is not timely cured after written notice;
- q. Failure to maintain the minimum number of Governing Board members for more than thirty (30) days;
- r. Failure to obtain and maintain all necessary licenses, permits,

zoning, use approval, facility certifications, and any other approval required by the local government or any other governmental authorities having jurisdiction at any time during the term of this Charter.

2. The Sponsor shall notify the Governing Board in writing at least ninety days prior to renewing, non-renewing, or terminating this Charter, following the procedures set forth in section 1002.33, F.S.
 - i. If the Sponsor issues a notice of non-renewal or termination, the notice shall state in reasonable detail the grounds for the proposed action and stipulate that the Governing Board may, within 14 calendar days of receipt of the notice, request a hearing.
 - ii. A request for a hearing must be authorized by a vote of the Governing Board and be submitted pursuant to the Notice provisions of this Charter.

3. The Sponsor may immediately terminate this Charter pursuant to section 1002.33, F.S.
 - i. Upon receipt of notice of immediate termination from the Sponsor, the School shall immediately provide the Sponsor access to the School's facilities along with security system access codes and access codes for all School owned/leased computers, software, networking, switching and all other technical systems in the School's facilities or remotely located areas serving the School, and shall immediately make accessible all educational and administrative records of the School. Moreover, within two (2) business days, the School shall turn over to the Sponsor copies of all records and information regarding the accounts of all of the public funds held by the School. The Sponsor shall assume operation of the school throughout the pendency of the hearing as provided for in s. 1002.33, F.S., unless the continued operation of the School would materially threaten the health, safety or welfare of the students. Failure by the Sponsor to assume and continue operation of the School shall result in the awarding of reasonable costs and attorney's fees to the School if the School prevails on appeal. If the School prevails in an appeal through a final adjudication by an administrative law judge or by a final adjudication and mandate by the appellate court if an appeal to the appellate court is filed, the Sponsor shall, immediately, return to School all keys, security codes, all educational and administrative records of the School, and the School's facility. In that case, the School's Governing Board shall resume operation and oversight of the School.

- ii. The School's instructional and operational employees may continue working in the School during the time that the Sponsor operates the School, at the Sponsor's option, but will not be considered employees of the Sponsor. Any existing employment contracts that any School personnel may have with the School may not be assumed or transferred to the Sponsor or any entity created by the Sponsor during the assumption of operations of the School unless the Sponsor or its entity, and the School, agree otherwise. The Sponsor reserves the right to take any appropriate personnel action regarding the School's employees.
4. If the School elects to terminate or non-renew the Charter, it shall provide reasonable prior notice of the election to the Sponsor indicating the final date of operation as voted by the Governing Board at a publicly noticed meeting. A board resolution signed by the School's Governing Board chair and secretary, indicating support of this action, shall accompany the written notification provided to the Sponsor. The School agrees that such notification shall be considered a voluntary termination by the Governing Board and a waiver of its right to a hearing or appeal.
5. Upon notice of termination or non-renewal the School shall not remove any public property from the premises without written Sponsor approval.

E. Post-termination Provisions

1. If this Charter is not renewed or is terminated, the School shall be responsible for all the debts of the School. The District shall not assume the debt from any contract for services including lease or rental agreements, made between the School and a third party, except for a debt previously detailed and agreed upon, in writing, by both the Sponsor and the Governing Board and that may not reasonably be assumed to have been satisfied by the Sponsor.
2. In the event of termination or non-renewal of this Charter, any and all leases existing between the District and the School shall be automatically cancelled, unless the lease provides otherwise. In no event shall the District be responsible under any assignment of a lease for any debts or obligations of the School incurred prior to such assignment.
3. In the event of termination or non-renewal any students enrolled at the School may be enrolled at their home District school, or any another school, consistent with the District's student transfer procedures including transfer of all student records to the receiving school. All assets of the School purchased with public funds, including supplies, furniture and equipment, will revert to full ownership of the Sponsor (subject to any lawful liens or encumbrances) or as otherwise provided by law. Any unencumbered public funds from the School, district school board property and

improvements, furnishings, and equipment purchased with public funds, or financial or other records pertaining to the School, in the possession of any person, entity, or holding company, other than the School, shall be held in trust upon the Sponsor's request, until any appeal is resolved. If the School's accounting records fail to clearly establish whether a particular asset was purchased with public funds, then it shall be presumed public funds were utilized and ownership of the asset shall automatically revert to the Sponsor.

4. In the event of termination, expiration or non-renewal of this Agreement, any and all leases existing between the Sponsor and the School shall be automatically cancelled. However, it is agreed that the Sponsor shall have, for a period of thirty (30) days subsequent to a termination or non-renewal, the right of first refusal to secure the lease on, or to purchase or possess the facilities used as the School's site. The School agrees that any lease obtained by the School with any third person shall include a provision that will grant the Sponsor such a right of first refusal. However, in no event shall the Sponsor be responsible under any assignment of a lease for any debts or obligations of the School incurred prior to such assignment.
5. Upon initial notification of non-renewal or termination of this Agreement, the School may not expend more than \$10,000 per expenditures without prior written approval of the Sponsor unless the expenditure was included in the annual budget previously submitted to the Sponsor, is for reasonable attorney fees during the pendency of an appeal, or is for reasonable fees and costs to conduct an independent audit.
6. Final Audit: Pursuant to section 1002.33, F.S., upon notice of non-renewal, closure, or termination, an independent audit shall be completed within 30 days to account for all public funds and assets. During the fiscal year in which the termination or non-renewal occurs, the Sponsor may withhold from the School's FEFP funds, without penalty or interest, an amount necessary to cover the costs for a final financial audit of the School. The audit shall be conducted by an independent certified public accountant.

F. General Statutory Requirements:

1. The School shall not discriminate in educational programs/activities or employment and shall provide equal opportunity for all as required by Federal, State and local law, rule, regulation and court order.
2. Additionally, the School shall comply with those statutes that specifically apply to charter schools as set forth in section 1002.33, F.S., including section 1002.33, F.S., and other applicable State laws. The School agrees that it will abide by all Federal and State laws, statutes, rules, and regulations applicable to charter schools and also

abide by the terms and conditions of the Charter.

Section 2: Academic Accountability

Student academic achievement for all students shall be the most important factor when considering whether to renew, non-renew, or terminate this Charter.

A. Annual Objectives:

1. By September 15th of each year, the Sponsor shall provide the School with academic student performance data on state required assessments for each student attending the School that was enrolled the prior year in another public school, pursuant to s. 1002.33, F.S., provided that the Sponsor has received proficiency data from the Florida Department of Education. If proficiency has not been transmitted by the Florida Department of Education, the deadline in this paragraph will be extended until such time as such data is received and processed by the Sponsor. The Sponsor may fulfill this requirement by providing the School access to the data.
2. By September 15th of each year, the Sponsor shall provide the School the rates of academic progress for the prior year for comparable student populations in the district school system, provided that the Sponsor has received proficiency data from the Florida Department of Education. If proficiency has not been transmitted by the Florida Department of Education, the deadline in this paragraph will be extended until such time as such data is received and processed by the Sponsor. The data shall include proficiency and growth on state assessments for English Language Arts and Mathematics by grade grouping (grades 3-5, 6-8, 9-12) for the following student groups:
 - i. Students scoring a level 1 on prior year assessment
 - ii. Students scoring a level 2 on prior year assessment
 - iii. Students scoring a level 3 or higher on prior year assessments
 - iv. Students with disabilities
 - v. English Language Learners
3. By October 15th of each year of the School's operation, the School shall provide its proposed academic achievement goals for the current year to the Sponsor. The academic achievement goals shall include, at a minimum, growth and proficiency on state assessments, and may include performance on additional assessments included in the approved charter application. If the School will not serve students in grades that participate in the statewide assessments the academic achievement goals shall be based on the assessments included in the approved application, and at least one assessment administered in traditional public schools in the District.

- i. The Sponsor shall review the proposed academic achievement goals within thirty (30) days of receipt. If the Sponsor does not accept the proposed academic achievement goals it shall provide the School a written explanation. If the School and Sponsor cannot agree on academic achievement goals either party may request mediation pursuant to section 1002.33, F.S.. If the Sponsor does not provide written notification within thirty (30) days of receipt, the goals shall be deemed accepted by the Sponsor.
4. By October 15th of the second year of the School's operation, the School shall provide its proposed academic achievement goals for the remaining years of the Charter, up to a maximum of four years or the end of the current Charter term, whichever occurs first, using the same parameters and testing set forth in Section 2.A.3, above. Schools that have contracts in excess of five years shall resubmit proposed academic achievement goals every four years pursuant to the process described in this paragraph.
 - i. The Sponsor shall review the proposed academic achievement goals within thirty (30) days of receipt. If the Sponsor does not respond within thirty (30) days of receipt the academic achievement goals are deemed accepted. If the School and Sponsor cannot agree on academic achievement goals either party may request mediation pursuant to section 1002.33(6), F.S. The goals may be adjusted at any time upon mutual written consent of both parties.
5. Annually, the School shall report its performance against the academic goals. If the School falls short of the academic achievement goals set forth under the provisions of this Charter the Sponsor shall report such shortcomings to the School's Governing Board and FDOE.
6. The School and Sponsor may agree to adjust the goals through a contract amendment or addendum.
7. Methods of Measurement: The methods used to identify the educational strengths and needs of students are set forth in the approved Application.
8. School Improvement Plans: The School shall develop and implement a School Improvement Plan as required by section 1002.33, F.S., and applicable State Board of Education Rules or applicable federal law. If the School is not required to submit a School Improvement Plan pursuant to Section 1002.33, F.S., but is identified by the FDOE (under the Every Student Succeeds Act) to be included in the list of comprehensive support and improvement (CS&I) schools or targeted support and

improvement (TS&I) schools, it must develop and implement a School Improvement Plan approved by the Governing Board.

B. Assessments:

1. State required assessments: All students at the School will participate in all State assessment programs and assessments required by law. The School shall facilitate required alternate assessments and comply with state reporting procedures.
2. Additional Assessments: Students may participate in any or all District assessment programs in which the District students in comparable grades/schools participate and shall participate in any other assessments as described in the Application. The School shall be responsible for the costs of District assessments that are not required by law or this Charter, except those developed with federal funds or those developed using Florida's Item Bank and Test Platform.
3. Accommodations: If an IEP, 504 Plan and/or an EP for a student indicates accommodations or an alternate assessment for participation in a State assessment, or District assessment, as applicable, the School will facilitate the accommodations or alternate assessment and comply with State reporting procedures.
4. Assessment Administration: All School personnel involved with any aspect of the testing process must abide by State policies, procedures, and standards regarding test administration, test security, test audits, and reporting of test results. The Sponsor shall invite the School staff to District offered training related to State assessment administration and, as applicable, District Assessment administration, at no cost to the School. The Sponsor shall provide to the applicable School staff all services/support activities that are routinely provided to the Sponsor's staff regarding implementation of District and State-required assessment activities. The School shall designate a testing coordinator and shall be responsible for proper test administration. The School shall permit the Sponsor to monitor and/or proctor all aspects of the School's test administration, if the Sponsor deems it necessary.
5. Reporting: The District shall provide the School with reports on District and State assessments in the same manner and at the same time as for all public schools in the District.
6. Technological Infrastructure: The School shall, at its expense, provide adequate technological infrastructure to support all required online test administration.

- C. Student Promotion/Graduation: The School's student promotion policy shall be consistent with the provisions of the Application. The School will adopt the Sponsor's student progression plan.

The School's policy for determining that a student has satisfied the requirements for graduation shall be consistent with the provisions of the Application, and Florida Law.

Schools that serve students in grade 12 shall annually notify parents in writing the accreditation status of the School and the implications of non-accreditation, if applicable. The notification may be provided in the parent handbook.

- D. Data Access and Use Pursuant to Statute: The School agrees to allow the District reasonable access to review data sources in order to assist the District in making a valid determination about the degree to which student performance requirements, as stated in this Charter, have been met.

Section 3: Students

- A. Students Served: The School is authorized to serve students in grades 10 through 12.

The School may provide enrollment preferences as allowed for in section 1002.33, F.S. Further, the School may limit the enrollment process to target specific student populations as set forth in section 1002.33, F.S., as described in the approved application.

The School will accept all eligible students in accordance with federal and state anti-discrimination laws and in accordance with the Florida Educational Equity Act, section 1000.05(2)(a), F.S.. The School will not discriminate on the basis of race, gender, ethnicity, religion, national or ethnic origin or disability in the admission of students. Except for verifying the student's admission requirements for the School as outlined in Application, the School may not request prior to enrollment, through the application or otherwise, information regarding the student's prior academic performance, whether the student is a student with a disability, or for IEPs, accommodation plans or any other documents relating to the student's status as a student with a disability. Pursuant to section 1002.33, F.S., admission or dismissal must not be based on a student's academic performance.

The School shall be non-sectarian in its programs, admissions policies, employment practices and operations. The School will meet all applicable state and local health, safety, and civil rights requirements. The School will comply with all applicable State Board of Education Rules regarding school safety and all applicable provisions of the Marjory Stoneman Douglas High School Public Safety Act, including the following:

1. Section 1006.12, relating to safe-school officers;
2. Section 1006.07(7), relating to threat management teams;
3. Section 1006.07(9), relating to School Environmental Safety Incident Reporting;
4. Section 1006.07(6)(d), relating to adopting an active assailant response plan;
5. Section 943.082(4)(b), relating to the mobile suspicious activity reporting tool;

6. Section 1012.584, relating to youth mental health awareness and assistance training.

The School will participate in its Sponsor's plan for the mental health assistance allocation. If the School develops its own plan, it must submit that plan to its Governing Board for approval. After the plan is approved by the Governing Board, it must be provided to the School's Sponsor.

- B. **Non-Discrimination:** The School shall make reasonable efforts, in accordance with federal law, to achieve a racial/ethnic balance reflective of the community it serves or within the racial/ethnic range of other public schools in the District and shall not discriminate against students with disabilities who are served in Exceptional Student Education programs (ESE) and students who are served as English Language Learners (ELL).

If the District is operating under a federal order or other resolution or settlement agreement, the School shall comply with those requirements applicable to charter schools that are not considered a local education agency (LEA). The School is not required to comply with federal requirements applicable to charter schools also considered to be an LEA.

- C. **Recruitment:** The School will recruit throughout all segments of the community. This may include direct mailings, public advertisement utilizing the local and community press and informational meetings at a variety of locations using both English and other languages where appropriate.

- D. **Eligible Students:**

1. Each year, the School agrees to enroll an eligible student by accepting a timely application through deadlines as determined by the Governing Board and publicly advertised. If the target goal of students is not met by the deadline, and the School wishes to extend, the School will give sufficient public notice and extend the application deadline for a set time as determined and publicized by the Governing Board. If, at the 10 day count, the registered enrollment as reflected in the Sponsor's data system is less than 75% of the School's total projected enrollment as described in Section 3.F. of this Charter, the School shall, upon request by the Sponsor, submit a revised budget within 30 days taking into account the reduced enrollment. Failure to provide the revised budget may constitute good cause for termination.
2. If the number of applications exceeds the capacity of the program, class, grade level, or building, all applicants shall have an equal chance of being admitted through a random selection process. The School may give preference in admission to students or limit the enrollment as provided for in section 1002.33, F.S. The School shall clearly indicate in its Policies and Procedures the lottery procedures, and any/all enrollment preferences the School will utilize.

3. Enrollment is subject to compliance with the provisions of section 1003.22, F.S., concerning school entry health examinations and immunizations.
 4. If this Charter is not renewed or is terminated, a student who attended the School may be enrolled in another public school pursuant to Sponsor policies.
 5. A student may withdraw from the School at any time and enroll in another public school, as determined by District policy. The School shall work in conjunction with the parent(s) and the receiving school to ensure that such transfers minimize impact on the student's grades and academic achievement.
 6. Students at the School are eligible to participate in an interscholastic extracurricular activity at the public school to which the student would be otherwise assigned to attend pursuant to sections 1006.15 and 1002.20, F.S.
- E. Class Size: The School shall be in compliance with Florida Constitutional Class Size Requirements, as applicable to charter schools and shall indemnify the Sponsor from any penalties imposed upon the Sponsor due to the School's noncompliance with such requirements.
- F. Annual Enrollment
1. Preliminary Projection: No later than November 1 of each year, the School shall provide to the Sponsor the School's preliminary projected enrollment for the following school year.
 2. Annual Enrollment Capacity: The School shall serve up to 240 students in grades 10-12, or as amended from time to time in writing approved by the Sponsor. School shall have and maintain a minimum of 200 students. The School acknowledges and agrees that this minimum is necessary in order to generate sufficient FTE to ensure financial viability of the School, and that failure to maintain this minimum enrollment shall constitute good cause for termination of the Agreement. Any increase in the maximum number of students noted herein above must be approved as an amendment to this Charter by Sponsor at a regularly scheduled School Board meeting, unless Florida law allows School to make this unilateral change. Further, before any increase in the maximum number of students of 100 or more from the number of students noted herein above, whether such increase be in one request or cumulative over time, School must follow the same procedure and meet the same standard relating to siting approvals of original locations. The School shall provide to the Sponsor by March 1 of each year of this Charter, or a date otherwise agreed to by the Sponsor and School, the proposed Annual Enrollment Capacity for the subsequent school year. Disagreements

between the Sponsor and the School relating to Annual Enrollment Capacity will be resolved using the dispute resolution provisions in this Charter and section 1002.33, F.S. The School shall not enroll students in excess of the physical capacity of the building, unless the School operates multiple sessions, in which case, the physical capacity of the School shall not be exceeded during any session. The Annual Enrollment Capacity of a school that is designated as High-Performing pursuant to section 1002.331, F.S. shall be determined by the Governing Board.

3. Final Enrollment Projection: No later than June 1 of each year, the School shall provide to the Sponsor the School's final enrollment projection for the upcoming school year. For purposes of this Charter, final enrollment projection is not annual capacity, but is the School's projection for how many students will be enrolled when the school year begins as will serve as the basis for initial FEFP payments. Such projection shall be reviewed and approved by Sponsor, such approval not to be unreasonably withheld. If Sponsor does not approve of projection, Sponsor and School will work together to determine a projection that is agreeable to both parties.

G. Maintenance of Student Records as Required by Statute.

1. The School shall maintain confidentiality of student records as required by law.
2. The School will maintain active records for current students in accordance with applicable Florida Statutes and State Board of Education rules.
3. All permanent (Category A) records of students leaving the School, whether by graduation, transfer to another public school, or withdrawal to attend another school, will be immediately transferred to the District in accordance with Florida Statutes. Records will be transmitted to the District's records retention department.
4. Records of student progress (Category B) will be transferred to the appropriate school if a student withdraws to attend another public school or any other school. The School may retain copies of the departing student's academic records created during the student's attendance at the School.
5. Upon the withdrawal of a student from the School, the School will retain the student's original records, except that such records will be immediately transferred to another District school when requested by that school. Requests for student records from public or private schools outside of the County and private schools within the County must be made in writing. Only copies of requested records may be provided. Copies only of student records may be provided to parents upon their request unless the student is considered an eligible student under FERPA. The School will retain the student's record for three (3) years after student withdrawal or until requested by another District public school in this County, whichever comes

first. At the end of the third year all inactive student records will be returned to the District's records retention department.

6. Upon termination or closure of the School, all student education records and administrative records shall be transferred immediately to the Sponsor's records retention office for processing and maintenance.
7. The School will comply with all other public record retention requirements for non-student related records in a manner consistent with applicable Florida law. The School shall comply with Chapter 119, F.S. (the Public Records Act), and all other applicable statutes pertaining to public records.
8. The Sponsor will ensure that all student records will be provided immediately to the School upon request and upon enrollment of students in the School from a District school.
9. The School must maintain a record of all the students who apply to the School, whether or not they are eventually enrolled. The information shall be made available to the Sponsor upon written request. The School shall maintain documentation of each enrollment lottery conducted. Such documentation shall provide sufficient detail to allow the Sponsor to verify that the random selection process utilized by the School was conducted in accordance with section 1002.33, F.S. Records must be maintained in accordance with applicable record retention laws.

H. Exceptional Students: Exceptional students shall be provided with programs implemented in accordance with applicable Federal, state, and local policies and procedures; and, specifically, the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973, sections 1000.05 and 1001.42(4) (I), F.S., and Chapter 6A-6 of the Florida Administrative Code. This includes, but is not limited to:

1. A non-discriminatory policy regarding placement, assessment, identification, and selection.
2. Free appropriate public education (FAPE).
3. Individual Educational Plans (IEP's), to include an annual IEP meeting with the student's family.

Students with disabilities will be educated in the least restrictive environment, and will be segregated only if the nature and severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

School will make a continuum of placements available to students with disabilities. Parents of students with disabilities will be afforded procedural safeguards in their native language, consistent with the manner that those safeguards are provided in the District's traditional schools or using the District's materials. Unless the School is specifically for students with disabilities, the School shall not request through the School's application a student's IEP or other information regarding a student's special needs, nor shall the School access such information prior to the enrollment lottery.

Upon enrollment, or notice of acceptance sent to the student, the School may request from the District information related to the student's program and needs, including the student's most recent IEP, which shall be provided within 10 days. If the School believes, upon review of the IEP, that the student's needs cannot be met at the School an IEP meeting shall be convened within 30 days. The Sponsor shall be invited to and may attend the meeting, at which time the IEP team shall determine whether the School is an appropriate placement for the student.

A representative of the Sponsor shall be invited to participate in all IEP meetings and will serve as the LEA representative. The Sponsor retains the right to determine whether or not to send a representative to such meetings. However, if no representative of the Sponsor will attend an IEP meeting, the Sponsor must designate which individual or employment position at the School will serve as LEA representative and must provide such individual with training required to serve as LEA representative.

If the Sponsor will be attending, the School will provide the Sponsor with the names of School representatives who will participate, pursuant to state and federal law, in IEP meetings as School-based personnel.

The School will provide reasonable accommodations to students with a physical or mental impairment which substantially limits a major life activity, if and to the extent required to enable such students to have an opportunity to be successful in their educational program equal to that of their non-disabled peers. The School shall prepare a 504 Accommodation Plan for all such students who do not have an IEP, in accordance with Section 504 of the Rehabilitation Act and its implementing regulations.

4. Due Process Hearing:
 - i. A student, parent, or guardian who indicates at an IEP, EP, or 504 meeting that they wish to file for a due process hearing or State Complaint pursuant

to State law and rules shall be given the appropriate forms by the School. These forms shall also be provided upon request at any other time.

- ii. Due process hearing requests shall be forwarded to the Sponsor's ESE Director and the District's General Counsel within one (1) school day of receipt.
- iii. The Sponsor will select and assign an attorney in consultation with the School. The School may also hire an attorney at its cost to consult and cooperate with the Sponsor. Final decisions on legal strategies shall be made by the Sponsor's attorney in consultation with the School.
- iv. In cooperation with the assigned attorney, the School is responsible for scheduling resolution and mediation meetings as required under State and Federal law.
- v. The Sponsor shall ensure that:
 - a. The due process hearing is conducted pursuant to applicable State laws and rules;
 - b. A final decision is reached; and
 - c. A copy of the decision is mailed to the parties.
- vi. The School shall bear all the costs associated with the administrative due process hearing, legal representation, discovery, court reporter, and interpreter. In the event that the student, parents, or guardians prevail, either through a hearing or settlement, the School shall additionally pay any and all awarded or agreed attorneys' fees, reimbursements, compensatory education and any other costs incurred, agreed upon or awarded; however, the District shall assume and/or reimburse the costs of the defense attributable to, caused by or through the fault of the District, if any. Costs and fees incurred will be automatically reduced from the FTE funds passed through the Sponsor to the School, without any penalty of interest, although the School may request and the parties agree to a payment plan.

If the School receives a complaint filed or becomes aware of an investigation with the Office of Civil Rights or any other governmental entity and the complaint or investigation relates to the School and could involve the Sponsor, the School shall within one (1) school day notify the Sponsor and provide the Sponsor any documentation from the agency. The School shall fully cooperate with the Sponsor during the investigation and proceeding and provide the Sponsor any relevant information. The School shall bear all costs associated with the investigation. However, the Sponsor shall assume and/or reimburse the costs attributable to, caused by, or

through the fault of the Sponsor, if any.

- I. ESE Administrative Services: ESE administrative services covered by the administrative fee, pursuant to section 1002.33, F.S., include professional development related to IEP development; access to any electronic IEP system or forms; initial evaluation for ESE placement; and other supports/services as agreed to by the School and the District.
- J. English for Speakers of Other Languages: Students at the School who are English Language Learners will be served by English to Speakers of Other Languages (ESOL) certified personnel who will follow the District's Plan for English Language Learners (ELLs), or an alternate plan that has been approved by the Sponsor. The School shall be invited to attend the District's ESOL Procedures Training(s) and shall comply with applicable rules and regulations.
- K. Dismissal Policies and Procedures:

The School shall implement the dismissal policies as described in the approved Application or subsequently submitted to and approved by the Sponsor. If the School materially revises the dismissal policies, it shall provide the Sponsor the revised policies within thirty (30) days of adoption by the Governing Board. If the Sponsor determines that the revised dismissal policies violate applicable law it shall provide the School with written notice within thirty (30) days. The School shall have the opportunity to resubmit.

Upon the School's decision to implement dismissal, the School shall refer the student to the District for appropriate placement with the District. Dismissal procedures shall be clearly defined in writing and included in any Parent Contract, shared with students and parents annually and provided to the District no later than two weeks prior to the opening of school each year. In each instance where dismissal is initiated, the parents will receive written notice of the dismissal including the reasons for dismissal and a summary of the actions taken to assist the student prior to dismissal. The District shall be provided a copy of the dismissal notice on the same day as the parent. The School shall work in conjunction with the parent(s) and the receiving school to assure that, to the greatest extent possible, such dismissals occur at logical transition points in the school year (e.g. grading periods or semester breaks) that minimize impact on the student grades and academic achievement.

The School may withdraw a student involuntarily for failure to maintain eligibility, such as District residency requirements, or for violation of the School's Student Conduct Code if such code has been reviewed and approved by Sponsor, which must also be compliant with IDEA, Section 504 of the Rehabilitation Act, and the American with Disabilities Act (ADA) for student with disabilities.

Except for student eligibility requirements for dual enrollment courses pursuant to Florida law and the Dual Enrollment Articulation Agreement between School and

Sponsor, the School may not withdraw a student involuntarily for poor academic performance, for poor attendance or for a minor infraction of the School's Code of Conduct. The School will ensure that no pressure, coercion, negotiation or other inappropriate inducement may be used to attempt to have parents or guardians withdraw students from the School.

The School agrees to dismiss students as described in Sponsor's Code of Student Conduct. Students may not be dismissed from, nor denied re-enrollment to, School for acts or omissions of the student's parent(s). The School's board of directors shall recommend expulsions to the Sponsor. Only the Sponsor has the ultimate authority in cases of student expulsion.

- L. Student Code of Conduct, Suspension and Expulsion: The School will maintain a safe learning environment at all times. The School shall adopt a Code of Student Conduct as described in the approved Application. The School will report each month to the District the number of violations of the Code, by offense, to be included in the District's discipline reporting, as required by law. The School agrees that it will not engage in the corporal punishment of students. Students recommended for expulsion or placement in an alternative school will be referred to the Sponsor for appropriate disposition. If the student remains enrolled at the School while placed at an alternative school, costs for the alternative school charged to the School, if any, will not exceed the Sponsor's actual cost for such student unless mutually agreed to by the School and Sponsor in a contract negotiated separately from the Charter. Students with disabilities shall be afforded a manifestation determination if required by the Individual with Disabilities Education Act.
- M. School/Parent Contract: The School agrees to submit any proposed Parent Contracts, including amendments, to the Sponsor for review by March 1 annually. The Sponsor shall approve the proposed parent contract or reject it if it does not comply with applicable law, within thirty (30) days of receipt. If the Sponsor rejects the proposed Parent Contract it shall provide its reasons for rejection in writing, detailing the legal insufficiency, and shall allow the School to resubmit a revised draft. If the School or Sponsor elects to resolve any dispute through the dispute resolution procedures, then the deadline for approving the parent contract will be extended through the conclusion of that dispute resolution process. The school may not accept monetary donations in lieu of volunteer hours.

Section 4: Financial Accountability

- A. Revenue/State and Local:
 - 1. Basis for Funding: Student Reporting
 - i. School will report the daily attendance of each student to the District to meet District attendance reporting requirements, as required by law.

- ii. The School agrees to accurately report its student enrollment to the District as provided in section 1011.62, F.S., and in accordance with the definitions in section 1011.61, F.S., at the agreed upon intervals and using the method used by the District when recording and reporting cost data by program. The District shall include the School's enrollment when recording and reporting cost data by program. The District shall include the School's enrollment in the District's report of student enrollment. The School shall use the Sponsor's electronic data processing software system and procedures for the processing of student enrollment, attendance, FTE collection, assessment information, IEP's, ELL plans, 504 plans, and any other required individual student plan. The Sponsor will offer training to the School and invite the School to any subsequent training for District staff, in the use of such system and procedures at no cost to the School. A representative of the School shall attend such training. The Sponsor shall provide the School with equal access to the Sponsor's student information systems that are used by traditional public schools in the District. The School shall provide all required information within the same schedule required for all other of Sponsor's schools. The School shall not use the Sponsor's data processing system to access information on any students other than those currently enrolled in the School.
- iii. If the School submits data relevant to FTE, Federal, or grant funding that is later determined through the audit procedure to be inaccurate, the School shall be responsible for any reimbursement to the State, the United States Department of Education or the District for any errors or omissions in data that the School submitted provided that the District has timely sent notice to the School of alleged errors discovered through such audit(s) so that the School, on its own, or through the sponsor, at the School's expense may participate in any proceedings to challenge or appeal such audit findings. After final disposition of any appeals, the District shall deduct any such adjustments from the School's subsequent revenue disbursements evenly over the remaining months of the fiscal year or according to an agreed upon payment plan.
- iv. If the Sponsor receives notice of an FTE funding adjustment, or any other State or Federal adjustments, which is attributable to noncompliance by the School, the sponsor shall deduct such assessed amount from the next available payment otherwise due to the School. If the assessment is charged near the end of or after the term of the Agreement, where no further payments are due to the School, the Sponsor shall provide prompt notice of the School and the School will reimburse the full amount to the Sponsor within thirty (30) days.

- v. The District agrees to fund the School for the students enrolled as if they are in a basic program or a special program in a District school in a manner fully consistent with Florida law. The basis of the funding shall be the sum of the District's operating funds from the Florida Education Finance Program (FEFP) as provided in section 1011.62, F.S., and the General Appropriations Act, including gross state and local funds, discretionary lottery funds and funds from the District's current operating discretionary millage levy, divided by the total funded weighted full-time equivalent students (WFTE) in the District; multiplied by the weighted full-time equivalent students for the School.
 - vi. If the School's students or programs meet the eligibility criteria in law, the School shall be entitled to its proportionate share of categorical program funds included in the total funds available in the FEFP by the Legislature, including transportation, the research-based reading allocation, and the Florida digital classrooms allocation and any other funds made part of the FEFP by the Florida Legislature. The School shall provide the Sponsor with documentation that categorical funds received by the School were expended for purposes for which the categoricals were established by the Florida Legislature. The School shall reimburse the sponsor for any impermissible expenditure.
 - vi. Total funding for the School shall be recalculated during the year to reflect the revised calculations under the Florida Education Finance Program by the state and the actual weighted full-time equivalent students reported by the School during the full-time equivalent student survey periods designated by the Commissioner of Education.
2. Millage Levy, if applicable: The District shall provide additional funding to the School via any applicable capital outlay or operating millage levied by the Sponsor as required by law.
 3. Fees to be Charged to the School By District: The Sponsor may charge the School an administrative fee in an amount not to exceed the maximum rate allowed under section 1002.33, F.S.. Such fee shall be withheld ratably from the distributions of funds, defined in section 1002.33, F.S., to be made to the School under this Charter. Such fee shall cover only those services provided by the Sponsor which are required to be covered under such statute. If the School requests services from the Sponsor beyond those provided for in statute, the Sponsor and the School will enter into a separate written agreement approved by both parties.

The District shall provide the distribution of funds reconciliation simultaneously

with each revenue disbursement to the School including any administrative and other fees and charges withheld.

Unless otherwise agreed, the Sponsor will charge the School for the Sponsor's staff time and other services provided to the School that is not provided pursuant to s. 1002.33, F.S., at the following rates:

- For staff time: the Sponsor's actual cost as calculated by multiplying the hourly rate, including benefits, of the Sponsor's personnel performing the service by the number of hours spent for services to the School;
- For warehouse, printing, learning resource center services: the Sponsor's actual cost;
- For copies of documents: the Sponsor's actual cost.

The Sponsor will invoice the School monthly for these services, if any. The School shall issue payment no later than thirty (30) working days after receipt of an invoice. If the Sponsor does not receive payment within forty-five (45) working days after receipt of the invoice by the School, such non-payment shall constitute good cause for termination of this Charter.

4. Distribution of Funds Schedule: The Sponsor shall make every reasonable effort to ensure that the School receives timely and efficient distribution of funds. The Sponsor's payment to the School shall be issued not later than ten (10) working days after the Sponsor receives a distribution of State or Federal funds. If a warrant for payment is not issued within thirty (30) working days after receipt of funding by the Sponsor, the Sponsor shall pay to the School, in addition to the amount of the scheduled disbursement, interest at a rate of one (1%) percent per month, calculated on a daily basis, on the unpaid balance from the expiration of the thirty-day (30-day) period until such time as the warrant is issued.
 - i. The Sponsor shall calculate and submit twelve (12) monthly payments to the account specified by the School. Each payment will be one-twelfth (1/12) of the funds described in Section 4.A.1., above, less the administrative fee set forth in Section 4.A.3, above. The first payment will be made by July 15. Subsequent payments will be made no later than the 15th of each month beginning with August 15.
 - ii. Monthly payments will be calculated as follows:

- a. July through October payment shall be based on the School's final projected enrollment as determined under the provisions of Section 3.F. of this Charter, if a minimum of 75 percent of the final projected enrollment is entered into the Sponsor's Student Information System by the first day of the current month. Otherwise, the Sponsor shall fund the School based on the number of students actually registered as of the first day of the month.
 - b. Thereafter, the recalibrated results of full-time equivalent student membership surveys, as made available to the Florida Department of Education, shall be used in adjusting the amount of funds distributed monthly to the School for the remainder of the fiscal year. Until recalibrated state reports are made available to the Sponsor, projected enrollment will continue to be used for payment purposes.
 - c. Payments will be adjusted retroactively for prior period adjustments.
- iii. Payment shall not be made, without penalty of interest, for students in excess of the School facility's valid capacity as determined by the School's Certificate of Occupancy, Certificate of Use, or Fire Permit or in excess of the annual enrollment capacity for the school year (whichever is less). In the event that the required county and/or municipality facility permits do not indicate a facility capacity, the School must submit a letter from the architect of record certifying the capacity of the facility.
 - iv. The Sponsor may withhold monthly payments, without penalty of interest, if the School's Certificate of Occupancy, Certificate of Use, or Fire Permit has expired or has otherwise become invalid. The Sponsor shall release, in full, all funds withheld under this provision when the School has cured the deficiency.

Additionally, funding for the School shall be adjusted during the year as follows:

- a. In the event of a state holdback or a proration, which reduces District funding, the School's funding will be reduced proportionately to the extent required by law.
- b. In the event that the District exceeds the state cap for WFTE for Group 2 programs established by the Legislature resulting in unfunded WFTE for the District, then the School's funding shall be reduced to reflect its proportional share of any unfunded WFTE.

- v. The District shall make every effort to ensure that the School receives timely and efficient reimbursement of funds. Other than those payments provided for in this Charter, for which other requirements for timely payments have been made, the payment shall be issued no later than ten (10) working days after the District receives a distribution of state or federal funds. If a warrant for payment is not issued within ten (10) working days after the receipt of funding by the District, or the due date set forth in this Charter, the District shall pay to the School, in addition to the amount of the scheduled disbursement, interest at a rate of one percent (1%) per month calculated on a daily basis on the unpaid balance from the expiration of the ten (10) day period until such time as the warrant is issued.

Payment shall be made to the account in a state approved depository specified and approved by the Governing Board at a public meeting. Nothing herein shall prevent the Governing Board from directing the deposit of payments with a trustee or other agent in connection with any financing or extension of credit.

Notwithstanding the foregoing, distribution of FTE funds may be withheld, upon written notice by the Sponsor, if any of the following occurs:

- a. The School's monthly/quarterly financial statement as required by State Board of Education Rule 6A-1.0081, F.A.C is more than thirty (30) days overdue.
- b. The School's annual financial audit as required by section 218.39, F.S., and this Charter is more than thirty days (30) overdue.
- c. Failure by the School to meet generally accepted standards of fiscal management which includes, but is not limited to: a negative fund balance in any governmental fund as reported in a budget or audit report; negative net assets as reported in a budget or audit report; failure to timely file reports required by the Sponsor; improper expenditure of grant funds; failure to maintain required insurance; failure to correct audit findings within sixty days; spending in excess of approved appropriations; and material discrepancies (five percent (5%) or greater) between unaudited annual financial report and audited statements;
- d. If the School fails to provide ESE or ELL services and the Sponsor is required to provide those services to students in the School, an amount equivalent to the FTE earned for those services for the

period in which they were provided by Sponsor will be deducted from FTE funds transmitted to the School.

The Sponsor shall release, in full, funds withheld under this provision within ten (10) days of receipt of the documents that resulted in the withholding of funds.

- vi. The Sponsor will utilize its existing automated reporting system to collect data required for various reports required by the Department of Education. The Sponsor agrees to provide necessary training and the School agrees to release appropriate staff for such training at mutually convenient times. Upon request of the Sponsor, the School agrees to enter the necessary data required for such reports into the Sponsor's automated student data system, via electronic remote access with IBM-compatible hardware. The data elements shall include, but not be limited to, the following:
 - a. Demographic information;
 - b. ESE data;
 - c. Grade level assignment;
 - d. Required health information;
 - e. Required discipline codes/incident data;
 - f. Daily attendance;
 - g. Transportation;
 - h. Student schedules;
 - i. Teacher demographics;
 - j. Master schedule;
 - k. ESOL/migrant codes;
 - l. Grades/grading period/grading scale;
 - m. ERW (entry, re-entry, withdrawal information);
 - n. Test scores;
 - o. Academic history and transcripts; and
 - p. Student lunch information as required.

- B. Federal Funding: Pursuant to section 1002.33, F.S., the Sponsor shall include the School in all requests for federal funds for which the School, or its students, is eligible, including without limitations, Title I, Title II, and IDEA funds. The Sponsor will provide copies of federal fund grant requests to the School no later than the date they are submitted to FDOE or a federal agency, as applicable.

Pursuant to section 1002.33, F.S., unless otherwise mutually agreed to by the School and Sponsor, and consistent with state and federal rules and regulations governing the use and disbursement of federal funds, the Sponsor shall reimburse the School on a monthly basis for all invoices submitted by the School for federal funds available to the Sponsor for the

benefit of the School, the School's students, and the School's students as public students in the District. If the School elects to receive funds in lieu of services, the following provisions apply:

1. The Sponsor shall provide to the School by July 15 of each year, or at other times of the school year if other federal funds become available, a projected annual allocation for all federal funds, as described above, that the School may draw as reimbursement for services provided. The projected annual allocation shall be based upon the School's final projected enrollment as provided for in 3.F. of this Charter or other data as applicable to the federal funds to be allocated.
2. The School shall provide to the Sponsor a plan that describes how the funds will be used in accordance with applicable federal requirements as required by law. The plan must include sufficient detail to allow review of the plan for compliance with applicable federal regulations. The Sponsor shall have thirty (30) days to review and approve the plan. If the Sponsor deems the plan unacceptable, the Sponsor shall provide the School with written notice detailing the deficiencies and provide an opportunity to cure.
3. The School shall submit invoices by the 15th of each month to receive reimbursement for allowable expenses incurred during the prior month. The School shall maintain documentation of all expenditures in accordance with applicable law and provide to the Sponsor upon request. Expenditures shall be included in required monthly/quarterly financial statements.
4. The Sponsor shall reimburse the school within thirty (30) days of receipt of the invoice. If the Sponsor determines that the invoice is insufficient, it shall provide written notice to the School within ten (10) days of receipt.
5. If the School and Sponsor mutually agree that the School will receive services funded through federal funds in lieu of the funds, such services will be provided to the School in the same manner as such services are provided to school district schools and to the students enrolled at school district schools.
6. The per pupil allocation of Title I funds will be determined annually in accordance with federal and state Title I regulations by the District for that purpose. The allocation of Title I Funds shall be made in accordance with the Public Charter Extension Act of 1998 and all corresponding guidance and regulations and applicable Florida law.
7. Any capital outlay item purchased with Title I must be identified and labeled for Title I property audits. The property must be returned to the District if the School is no longer eligible for Title I funding.

8. Should the School receive Title I funds it will employ highly qualified staff: teachers that are certified and teaching in-field; paraprofessional with two years of college, an AA degree, or that have passed an equivalent exam.
9. If the School accepts Title I funds, the School will receive a separate parent involvement allocation that must be spent in support of parental involvement activities and the School will implement a parent involvement program subject to the provisions of Title I federal law.
10. The District and regional Title I staff will provide technical assistance and support in order to ensure that Title I guidelines are being followed at the School and that students are meeting high content and performance standards.
11. Medicaid School Match Program Participation: Under the Medicaid Certified School Match Program, the School may be eligible to seek reimbursement for certain services provided to Medicaid-eligible students who qualify for services under the IDEA part B or C. In order to seek reimbursements, the School shall follow the procedures established by the Agency for Health Care Administration for Medicaid-reimbursable services to eligible students in the School.

C. Federal Grants: The School agrees to comply with the District's rules, policies and procedures for federal and state Grants Management for grants submitted through the District, which include, but are not limited to:

1. Working with the appropriate District staff to facilitate District's approval for all federal and state grant applications developed by the School for which the District will serve as fiscal agent.
2. Submitting a grant application executive summary and grant description for each such grant processed, and submitting an annual end-of-the-year Grant Final Report.
3. Ensuring that all grant indirect costs are appropriated, if allowed, to the District for applicable Federal Grants that are approved, monitored and/or disbursed by the Sponsor. For purposes of the Public Charter School Program Grant, authorized under Title V, Part B, of the Elementary and Secondary Education Act, no indirect costs may be appropriated to the Sponsor unless the School voluntarily agrees to such appropriation.
4. If School is unable to provide sufficient documentation documenting appropriate use of grant funds, School will promptly return any funds to Sponsor that were not appropriately spent within ten days of receipt of request for reimbursement from Sponsor.

D. Charter School Capital Outlay Funds:

1. Application: If the School meets the FDOE criteria for Charter School Capital Outlay Funds, the School must submit a Capital Outlay Plan pursuant to the process required by FDOE.
2. Distribution: Should the School receive a Capital Outlay allocation, the District shall distribute such funds to the School within ten (10) days of receipt of such funds from the FDOE.

E. Restriction on Charging Tuition or Fees: The School shall not charge tuition or fees, except those fees allowable by statute that are normally charged by other public schools in the District. If the School intends to charge fees, it shall submit its proposed fee schedule to the District for review no later than March 1 prior to the School Year in which the fees are intended to be charged, or within 30 days of contract execution for the initial school year. If the District believes that the proposed fee schedule does not meet the requirements of this subsection or applicable law, it will submit comments to the School and request additional information no later than thirty (30) days following receipt of the proposed fee schedule. If the parties are unable to resolve such issues, the matter will be submitted for alternative dispute resolution as set forth herein and Florida law. Fees shall not be a barrier to enrollment.

F. Budget:

1. Annual Budget: The School shall annually prepare an operating budget for the School. The budget shall be formally adopted by the Governing Board at a scheduled public meeting. The adoption of the budget shall be documented in the minutes of the meeting. The School shall provide to the Sponsor a copy of the approved budget and a copy of the minutes of the Governing Board meeting documenting adoption of the budget, no later than August 30, for the fiscal year.
2. Amended Budget: Any amendments to the adopted budget shall be approved by the Governing Board at a scheduled meeting thereof and a copy provided to the District within ten (10) business days of the meeting at which the budget was amended.

G. Financial Records, Reports and Monitoring:

1. Maintenance of Financial Records: The School shall use the standard state format contained in the Financial and Program Cost Accounting and Reporting for Florida Schools (The Red Book) for all financial transactions and maintenance of financial records.

2. Financial and Program Cost Accounting and Reporting for Florida Schools: The School agrees to do an annual cost accounting in a form and manner consistent with generally accepted governmental accounting standards in Florida. The financial statements are to be prepared in accordance with the provisions of section 1002.33, F.S..

3. Financial Reports

i. Monthly or Quarterly Financial Reports: The School will submit a monthly or quarterly financial statement pursuant to section 1002.33, F.S., and Rule 6A-1.0081, Florida Administrative Code, to the Sponsor no later than the last day of the month following the month being reported or in the case of a High-Performing charter school, financial reports shall be submitted quarterly as provided by Florida law. The monthly or quarterly report will be in the format prescribed by the FDOE.

The parties agree that the Sponsor may reasonably request, in accordance with section 1002.33, F.S., documents on the School's financial operations beyond the monthly financial statement and the School shall provide in a reasonable timeframe.

ii. Annual Property Inventory: The School will submit annually to the Sponsor a property inventory of all capital assets or additions to capital assets purchased with public funds (including grant funds). This includes land or existing buildings, improvements to grounds, construction of buildings, additions to building, remodeling of buildings, initial equipment, new and replacement equipment, and software. This shall include furniture, fixtures, and equipment. The property inventory shall include the date of purchase, description of the item purchased, the cost of the item, and the item location. The property inventory shall be submitted to the sponsor annually at the same time School's Annual Audit is submitted.

iii. Program Cost Report: The School agrees to deliver to the Sponsor its annual cost report in a form and manner consistent with generally accepted governmental accounting standard in Florida, no later than the last business day in July.

iv. Annual Financial Audit: The School will annually obtain a financial audit, from a licensed Certified Public Accountant or Auditor, selected pursuant to section 218.391, F.S.. The audit will be performed in accordance with Generally Accepted Auditing Standards; Governing Standards and the Rules of the Auditor General for the State of Florida. The School will

provide a copy of its annual financial audit (including any School responses to audit findings) to the Sponsor no later than September 30.

The Sponsor reserves the right to perform additional audits and investigations at its expense as part of the Sponsor's financial monitoring responsibilities as it deems necessary to ensure fiscal accountability and sound financial management.

- v. Form 990, if applicable: A Charter School shall organize as, or be operated by, a nonprofit organization. If the School has obtained federal tax exempt status as a 501(c) (3) organization, the School shall provide the Sponsor copies of any correspondence from the Internal Revenue Service (IRS) confirming the School's 501(c)(3) status and will provide to the Sponsor a copy of its annual Form 990 within fifteen (15) business days after filing it with the IRS. Notwithstanding anything set forth in this Charter, the Sponsor does not covenant to extend or pledge its own tax-exempt status in any way for the use and benefit of the School.
 - vi. The School shall provide all required financial documents noted herein in a timely manner consistent with the terms of this Charter.
- 4. The School's fiscal year shall be July 1 – June 30.
 - 5. If the School's annual financial audit reveals a deficit financial position, the auditors are required to notify the School's Governing Board, the Sponsor and the FDOE in writing. The auditor shall report such findings in the form of an exit interview to the principal or the principal administrator of the School and the chair of the Governing Board within seven (7) business days after finding the deficit position.
 - 6. A final annual financial audit report shall be provided to the entire Governing Board, the Sponsor and the FDOE within fourteen (14) business days after the exit interview.
 - 7. If the School experiences one of the financial conditions included in section 1002.345, F.S., it shall address such findings as required by law.

H. Financial Management of School:

- 1. The Governing Board shall be responsible for the operation and fiscal management of the School. The fiscal management of the School shall be conducted in a manner consistent with the provisions of the Application and law.

2. The School shall adhere to any additional applicable financial requirements mandated by the State and/or Federal laws and regulations.
3. Notwithstanding anything else herein to the contrary, the Sponsor shall not:
 - i. Guarantee payment for any purchases made by the School;
 - ii. Guarantee payment for any debts incurred by the School;
 - iii. Guarantee payment for any loans taken out by the School.
 - iv. Lend its good faith and credit in order for the School to obtain a loan or other forms of credit.

The School shall not suggest or represent to third parties, including, but not limited to, lenders, vendors, creditors, other business entities or their representatives, governmental entities, or other individuals anything to the contrary of the immediately preceding sentences.

4. The School agrees to provide to the District, upon request, proof of sufficient funds or a letter of credit to assure prompt payment of operating expenses associated with the School, including but not limited to, the amount of any lease payments, teacher and other staff salaries and benefits, transportation cost, etc. The parties stipulate that provision of a financially feasible, adopted budget, shall be sufficient for meeting this requirement.
- I. Description of Internal Operating Procedures: The School shall develop and implement sufficient internal operating procedures as described in the approved Application to ensure sound financial management.
 - J. Local Referendum: So long as Board receives funds from a local referendum for school operational purposes that specifically includes the sharing of such funds with charter schools (“Referendum Funds”), School shall receive the share of such Referendum Funds in accordance with current applicable law and at the times the Board receives such funds. See s. 1011.71(9), F.S. School shall use Referendum Funds in a manner consistent with the purposes of the levy, as defined by Board’s interpretation of the applicable referendum ballot language. School shall cooperate fully with all Board inquiries for records and information regarding the use of Referendum Funds, including cooperation with, and submission of records and information to, Board’s Independent Citizens Referendum Oversight Committee (“ICROC”) that has been established to oversee the expenditure of the Referendum Funds and to report to and advise the Board on whether the Referendum Funds are being used in a manner consistent with the purposes of the levy. School’s failure to use the Referendum Funds in a manner consistent with the levy

shall constitute good cause for termination of this Agreement and constitute cause for Board to withhold future Referendum Funds. School's failure to provide records and information within twenty (20) calendar days of a written request from Board or ICROC representatives shall constitute evidence that the Referendum Funds are not being used in a manner consistent with the purposes of the levy.

Section 5: Facilities

- A. Facility: The School shall be located on the Tarpon Springs campus of St. Petersburg College. The School must provide a copy of the lease agreement, use agreement, or ownership documents and certificate of occupancy or temporary certificate of occupancy documenting compliance with all applicable codes no later than fifteen (15) days prior to the School's opening. The School shall make facilities accessible to Sponsor for safety inspection purposes. A facility for students to utilize during the class day is a material requirement of this Charter. If the facility is sub-leased, the School shall provide, upon request, documentation verifying the owner of the facility has approved the School's use of the facility.

Any proposed change in location or an additional location must be requested in writing to the Sponsor, and any new location must meet the same standards contained herein relating to siting approvals of original locations prior to the new location being considered by Sponsor. If the proposed new location is less than two (2) miles (determined via Google Maps website) from the current location, the Sponsor's decision will be made by the Superintendent in his/her sole discretion and, if approved, a letter signed by the School and the Superintendent will memorialize the change. If the proposed new location is two (2) or more miles from the current location, then such change must be approved as an amendment to this Charter by the Sponsor at a regularly scheduled School Board meeting.

Notwithstanding the aforementioned, in unforeseen circumstances or emergencies, if the facility is damaged or unable to safely house students/staff, the School must notify the Sponsor, immediately, and secure an alternative location to ensure no interruption in instruction. The alternative location shall be subject to all facility requirements indicated in this section and applicable law. If the circumstances result in limited interruption of instruction the School shall ensure that the required number of instructional hours is provided.

The School will operate its facility in a safe manner and will ensure that its facility is properly maintained during the term of this Charter. School shall ensure that it shall, at all times during the term of this Charter, comply with all charter facility guidelines published by the Florida Department of Education's Office of Educational Facilities. Any lease entered into by the School must not contain a provision pledging an interest in any personal property located on the premises to the lessor.

The School must provide notice to the Sponsor any proposed material additions, changes and renovations to be made to the educational facilities described in the original proposal. Such additional changes or renovated facilities may not be utilized for student activities until the Sponsor is provided copies of certificates of occupancy issued for such facilities and (if applicable) written approval obtained from the local authority as to traffic control and pedestrian travel associated with said facilities. A “material addition, change or renovation” is defined as any improvement to real property that alters the square footage of the educational facility.

The School will be responsible for providing or hiring companies to perform inspections as required and forwarding results to the Sponsor. All facilities, including leased facilities, must be inspected annually by the local Fire Authority having jurisdiction. The Sponsor shall conduct annual site visits for the purpose of reviewing and documenting, as appropriate, compliance with applicable health and safety requirements. Other inspection agencies may include: Children and Family Services to do inspections of the kitchens and related spaces, and the Department of Labor and Employment to inspect for OSHA compliance. The School must show proof of the annual inspections upon request.

The School shall use facilities that comply with the requirements in section 1002.33, F.S. The School shall provide the District with a list of the facilities to be used and their location. The School agrees to periodic health and safety inspections conducted by District safety staff.

- B. **Dissolution or Termination:** In the event the School is dissolved or is otherwise terminated, all property of the Sponsor and improvements, furnishings, and equipment purchased with public funds shall automatically revert to full ownership by the Sponsor, subject to complete satisfaction of any lawful liens or encumbrances. Any unencumbered public funds from the School, Sponsor property and improvements, furnishings, and equipment purchased with public funds, or financial or other records pertaining to the School, in the possession of any person, entity, or holding company, other than the School, shall be held in trust upon the Sponsor’s request, until any appeal status is resolved.
- C. **Religious Symbols:** The School shall not display any religious or partisan political symbols, statues or artifacts, on the property and facilities where the School will operate.
- D. If the School is a Conversion School pursuant to section 1002.33 F.S., the Sponsor shall maintain the facilities as required by section 1002.33, F.S.

Section 6: Transportation

- A. **Transportation Requirements:** The School shall provide transportation to the School's students consistent with the requirements of Chapter 1006, section 1012.45, and section 1002.33, F.S.. The School may provide transportation through an agreement or contract

with the Sponsor, a private provider, and/or parents. School shall provide through Pinellas County Transit Authority (PSTA) free ridership for all students on PSTA bus routes, including stops at the Tarpon Springs Campus.

- B. The School shall make arrangements that ensure that transportation is not a barrier to equal access for all students.
- C. District Provided Transportation (if applicable): The parties may agree for the District to provide transportation to and from the School. If such agreement is reached it shall be the subject of a separate contract. If agreement is reached with the Sponsor the School may utilize, at the School's expense, the District's transportation services for extracurricular events, field trips, and other activities on the same basis and terms as other District schools.
- D. Safety: The School shall comply with all applicable transportation safety requirements. Should the School choose to implement its own transportation plan rather than contract with the District for transportation services, it shall submit a transportation plan to the District for review and approval. The School shall provide the District the name of the private transportation provider and a copy of the signed contract no later than ten (10) business days prior to the use of the service.
- E. Funding: If the School submits data relevant to FTE funding for transportation that is later determined through the audit procedure to be inaccurate, the School shall be responsible for any reimbursement to the Sponsor and/or State arising as a result of any errors or omissions, misrepresentations or inaccurate projections for which the School is responsible provided that the District has timely sent notice to the School of alleged errors discovered through such audit(s), so that the School, on its own, or through the Sponsor, at the School's expense, may participate in any proceedings to challenge or appeal such audit findings. After final disposition of any appeals, the Sponsor shall deduct such assessed amount from the next available payment otherwise due to the School, without penalty of interest. Any deficit incurred by the School shall be the sole fiscal responsibility of the School and the Sponsor shall have no liability for the same.
- F. Legal Requirements: If the School transports students or provides for the transportation of students, it shall do so in a manner consistent with the requirements of applicable state and federal law and shall maintain records sufficient for pre and post auditing purposes. The School acknowledges that the McKinney-Vento Homeless Assistance Act (42 U.S.C. s. 11431, et. seq.) requires that each child of a homeless individual and each homeless youth be afforded equal access to the same free, appropriate public education as provided to other children and youths. At the request of the parent or guardian, the School will provide transportation for a homeless student. Any brochure, flyers or other multi-media and telecommunications information furnished/published by the School shall communicate that the School will provide transportation and the manner in which it will be made available to the School's students. The School agrees to monitor the status of the commercial

driver's licenses of each School bus driver employed or hired by the School (hereafter "School Bus Drivers") unless it contracts with Sponsor to provide such services. The School will provide the Sponsor, an updated list each quarter of all School Bus Drivers providing commercial driver's license numbers, current license status and license expiration dates. Unless it contracts with the Sponsor for the provision of school bus transportation, the School is required to ensure that each school bus transporting the School's students meets applicable federal motor vehicle safety standards and other specifications.

Section 7: Food Services

- A. Food service to the School is the responsibility of the School and must be provided according to applicable district, state and federal rules and regulations. The School shall provide healthy snacks as described in the approved Agreement application. The School is solely responsible for funding any deficits it incurs in such services and programs and the Sponsor shall have no liability for same.
- B. The School shall distribute Free and Reduced-Price Meal application forms to students and shall certify student eligibility for such programs using required Federal rules and procedures. These records may be used to certify eligibility for participation in other State/Federally-funded programs (i.e., Title I). All records must be accurately completed and maintained for review by State/Federal auditors for three (3) years plus current year.
 - 1. Meal Service Options and Definitions: The School shall provide food service to its students by one of the following means:
 - a. Enter into an agreement with the Florida Department of Education, Food and Nutrition Management Division, to administer the National School Lunch and National Breakfast Program at the School; and determine if the meals are to be hot or cold, bulk serving or individually packed. Under this option, the School shall complete and submit reimbursement claims to the Department of Education.
 - b. Enter into an agreement with a third-party vendor to have food service provided either to the site of the School or pick-up, and determine if the meals are to be hot or cold, bulk serving or individually packed. Under this option, the School shall complete and submit reimbursement claims to the Department of Education; or
 - c. Request meal service be provided by the Sponsor as an additional site under the Sponsor's existing agreement with the Department of Education. Under this arrangement, the Sponsor would provide the menu pattern (breakfast, lunch or both; hot or cold); the Sponsor would define the delivery system; the Sponsor would establish the per meal charges to the School; the Sponsor would provide the School Free and Reduced Price Meal applications which would be distributed by the School to students for completion after the

School's representatives attend a required training program; the School would provide to Sponsor and keep current a master list of students and their eligibility status for free, reduced or fully paid meals; the Sponsor would approve a point of sale meal accountability procedure to be used by the School; the sponsor would provide meal service for pick-up by the School or pre-packaged meal delivery to the School. The Sponsor would complete and submit reimbursement claims to the Department of Education; and the School would pay the Sponsor for the non-reimbursed portion of meals served on a monthly basis, upon receipt of a billing from Sponsor's Finance Department, by the tenth (10th) of each month.

Section 8: Insurance & Indemnification

- A. Insurance Requirements: The School agrees to provide the following proof of insurance:
1. Errors and Omissions coverage to include prior acts, sexual harassment, civil rights and employment discrimination, breach of contract, insured versus insured, consultants and independent contractors and with minimum policy limits of \$2,000,000.00. The insurance shall be subject to a maximum deductible not to exceed \$25,000 per claim. If the insurance is on a claims-made basis, the School shall maintain, without interruption, the Professional Liability Insurance until three (3) years after termination of this Charter;
 2. General liability coverage written on an occurrence form with minimum policy limits of \$1,000,000.00 per occurrence and an aggregate limit of \$2,000,000.00;
 3. Business automobile coverage with the same limits as general liability.
- B. Property Insurance: Property insurance shall be secured for buildings and contents. Property Insurance coverage for the "Building" includes the structure, including permanently installed fixtures, machinery and equipment, outdoor fixtures, and personal property to service the premises. If the Building is under construction, the School shall provide evidence of property insurance for the additions under construction and alterations, repairs, including materials, equipment, supplies, and temporary structures within 100 feet of the premises.
- If the School leases the site location, then the School shall provide on a form acceptable to the Sponsor evidence of business personal property insurance, to include furniture, fixtures, equipment and machinery used in the School.
- C. Personal Property Insurance: The School further agrees to secure and maintain property insurance for the School's personal property, and to insure all of the District's owned property, if any, to be used by the School to its full fair market value with the Sponsor

named as loss payee. The insurance must be sufficient to provide for replacement of property.

- D. **Worker's Compensation:** The School agrees to provide Workers' Compensation insurance coverage as required by Chapter 440, F.S. and, Employers Liability coverage with minimum policy limits of \$1,000,000 each accident, \$1,000,000 disease, each employee, and \$1,000,000 disease policy limit.
- E. **Fidelity Bond/Crime Coverage:** The school shall purchase Employees Dishonesty/Crime Insurance for all Governing Board members and employees, including Faithful Performance of duty coverage for the School's administrators/principal and Governing Board with an insurance carrier authorized to do business in the State of Florida and coverage shall be in the amount of no less than one million (\$1,000,000) dollars per loss /two million (\$2,000,000) dollars annual aggregate. In lieu of Employee Dishonesty/Crime Insurance, Sponsor is willing to accept Fidelity Bond coverage of equal coverage amount.
- F. **Certificates of Insurance:** No later than 30 days prior to the opening of school, the School shall furnish the District with fully completed certificates of all insurance policies, signed by an authorized representative of the insurer(s) confirming the coverage begins by July 1. The certificates shall be issued to the Sponsor and name the Sponsor as an additional insured. Until such time as the insurance is no longer required to be maintained by the School, the School shall provide the School Board evidence of the renewal or replacement of the insurance no less than thirty (30) days before expiration or termination of the required insurance for which evidence was provided. Should any of the above described policies (A-E) be cancelled before the expiration date, written notice to the Sponsor shall be delivered in accordance with the policy provisions or within ten (10) days of cancellation, whichever is sooner.
- G. **Failure to Secure and Maintain:** Failure to secure and continuously maintain all insurance listed in items A-F without cure after written notice above may constitute grounds for termination of this Charter.
- H. **School Indemnification:** The School agrees to indemnify and hold harmless the Sponsor, its members, officers, employees and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from: (a) the negligence, intentional wrongful act, misconduct or culpability of the School's members, officers, or employees or other agents in connection with and arising out of any services within the scope of this Charter; (b) the Sponsor's review of and response to a complaint lodged by a parent of a student enrolled at the School under section 1001.42(8)(c), F.S., and related regulations, (c) the School's material breach of this Charter or law; (d) any failure by the School to pay its suppliers or any subcontractors. In addition, the School shall indemnify, protect and hold the District harmless against all claims and actions brought against the District by reason

of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the School, except when Sponsor supplied, or required School to use that material, process, machine, or appliance, and any claims or actions related to violation of any state or Federal statutes or regulations including those referenced in this Charter. The School shall not indemnify Sponsor for intentional or negligent conduct of Sponsor or any other cause of action caused by or through the fault of the Sponsor. Notwithstanding the foregoing, any hold harmless or indemnification by School of Sponsor shall be limited to the extent permissible under Florida Law, and specifically by the monetary limits of liability as outlined in the Florida Statutes, 768.28. Any hold harmless or release by School of Sponsor shall not be construed as a waiver of School's sovereign immunity under law.

I. Applicable to All Coverages the School Procures:

1. Other Coverages: The insurance provided by the School shall apply on a primary basis and any other insurance or self-insurance maintained by the Sponsor or its members, officers, employees, or agents, shall be in excess of the insurance provided by or on behalf of the School.
2. Deductibles: Deductibles are subject to review and acceptance by the Sponsor.
3. Liability and Remedies: Compliance with the insurance requirements of this Charter shall not limit the liability of the School, its subcontractors, its sub-subcontractors, its employees or its agents to the Sponsor or others. Any remedy provided to the Sponsor or its members, officers, employees, or agents by the insurance shall be in addition to and not in lieu of any other remedy available under the Contract or otherwise.
4. Subcontractors: The School shall require its subcontractors and its sub-subcontractors to maintain any and all insurance required by law.
5. Waiver of Subrogation: All policies will be endorsed for waiver of subrogation in favor of the Sponsor.
6. Defense outside the limits: Whenever possible, coverage for School Leader's Errors and Omission and Sexual Abuse Liability policies should be written with "Defense Costs outside the limits". This term ensures that limits are available to pay claims rather having attorney's fees erode the available claim dollars.

J. District Indemnification: The District agrees to indemnify and hold harmless the School, its members, officers, employees and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from: (a) the negligence, intentional wrongful act, misconduct or culpability of the District's members, officers, employees or other agents in

connection with and arising out of any services within the scope of this Charter; or (b) the District's material breach of this Charter or law. In addition, the Sponsor shall indemnify, protect and hold the School harmless against all claims and actions brought against the School by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the District or required by the District to be used by the School, and any claims or actions related to violation of any state or Federal statutes or regulations including those referenced in this Charter. This obligations under this subsection J. are subject to the monetary limitations and defenses contained in section 768.28, F.S.

- K. Sovereign Immunity: Notwithstanding anything to the contrary contained herein, through such indemnification set forth in this Section 8., the District and the School do not waive sovereign immunity to the extent sovereign immunity is available or beyond the limited waiver of sovereign immunity set forth in Section 768.28 F.S. In the event of any claims described in this Section 8., the School and Sponsor shall notify one another of any such claim promptly upon receipt of same. The School and Sponsor shall each have the option to defend such claims with their own counsel at the expense of the other party. If the Sponsor or School choose to not hire their own counsel to defend, the other party shall assume the defense of any such claim and have authority in the defense thereof. The parties' obligation to indemnify one another shall survive the termination of this Charter.
- L. Notification of Third-Party Claim, Demand, or Other Action: The School and Sponsor shall notify each other of the existence of any third-party claim, demand or other action giving rise to a claim for indemnification under this provision (a "third-party claim") and shall give each other a reasonable opportunity to defend the same at its own expense and with its own counsel, provided that the Sponsor shall at all times have the right to participate in such defense at its own expense. If, within a reasonable amount of time after receipt of notice of a third-party claim, the School or Sponsor fails to undertake to defend, the other party shall have the right, but not the obligation, to defend and to compromise or settle (exercising reasonable business judgment) the third-party claim for the account. The School or the Sponsor shall make available to each other, at their expense, such information and assistance as each shall request in connection with the defense of a third-party claim.
- M. Miscellaneous:
1. Time to Submit: The School shall provide the Sponsor with any notices of claim, whether grounded in tort or otherwise, within five (5) business days of receipt.
 2. Notice of Cancellation: The evidence of insurance shall provide that the District be given no less than sixty (60) days written notice prior to cancellation.
 3. Renewal/Replacement: Until such time as the insurance is no longer required to be maintained by the School, the School shall provide the District with evidence of the

renewal or replacement of the insurance no less than thirty (30) days before the expiration or termination of the required insurance for which evidence was provided.

Section 9: Governance

- A. Governance of the School: Governance of the School will be in accordance with the Bylaws or other organizational documents of the School and as described in the Application. The general direction and management of the affairs of the School shall be vested in the Governing Board with a minimum of 3 members. A majority of the voting members of the Governing Board shall constitute a quorum. A majority of those members of the Governing Board present shall be necessary to act. Members of the Governing Board may attend in person or by means of communications media technology used in accordance with rules adopted by the Administration Commission under section 120.54(5), F.S. The Governing Board's primary role will be to set policy, provide financial oversight, annually adopt and maintain an operating budget, exercise continuing oversight over the School's operations, and communicate the vision of the School to community members. It shall be the duty of the Governing Board to keep a complete record of all its actions and corporate affairs and supervise all officers and agents of the School and to see that their duties are properly performed.

The Governing Board must appoint a representative to facilitate parental involvement, provide access to information, assist parents and others with questions and concerns, and resolve disputes. The representative must reside in the school district in which the School is located and may be a Governing Board member, employee of the School, or individual contracted to represent the Governing Board. If the Governing Board oversees multiple charter schools in the same school district, the Governing Board must appoint a separate individual representative for each charter school in the district. The representative's contact information must be provided annually, in writing, to parents and posted prominently on the School's website.

All meetings and communications involving members of the Governing Board shall be held in compliance with Florida's Sunshine Law.

The Board shall have at least two public meetings per school year within the District. The meetings must be noticed, open, and accessible to the public, and attendees must be provided an opportunity to receive information and provide input regarding the School's operations. The appointed representative and School principal or director, or his or her equivalent, must be physically present at each meeting.

All members of the Governing Board will be required to attend Governance training and refresher courses as required by section 1002.33, F.S., and Rule 6A-6.0784, Florida Administrative Code.

6. The Governing Board shall perform the duties set forth in section 1002.345, F.S., including monitoring any financial corrective action plan or financial recovery plan.
7. The Governing Board shall adopt procedures for a parent to notify the principal, or his or her designee, regarding concerns about a student's health, safety, or welfare, including concerns involving the student welfare provisions described in section 1001.42(8)(c)1.-6., F.S.. The Governing Board shall also adopt procedures to resolve concerns under the student welfare provisions in section 1001.42(8)(c)1.-6., F.S., within seven (7) calendar days after notification by the parent and within a reasonable timeframe for other concerns.
8. No member of the Governing Board or their immediate family will receive compensation, directly or indirectly from the School or the School's operations. No School or management company employee, or his or her spouse, shall be a member of the Governing Board. Violation of this provision or any violation of sections 112.313(2),(3),(7) and (12) and section 112.3143, F.S., by a member of the Board, shall constitute a material breach of this Charter.
9. Any change in Governing Board membership must be reported to Sponsor in writing within five (5) business days of the change.

D. Access: The School shall allow reasonable access to its facilities and records to duly authorized representatives of the District. Conversely, the District shall allow reasonable access to its records to duly authorized representatives of the School to the extent allowable by law.

To the extent the School is provided access to Sponsor's data systems, all School employees and students will be bound by Sponsor's computer policies and standards regarding data privacy and system security.

E. Management Company: If an organization (management organization), including but not limited to: 1) a management company, 2) an educational service provider, or 3) a parent organization, will be managing or providing significant services to the School, the contract for services between the management organization and the Governing Board shall be provided to the Sponsor and attached as an Appendix to this Charter. Any contract between the management organization and the School must ensure that:

1. Members of the Governing Board or their spouses will not be employees of the management organization, nor should they be compensated for their service on the Board or selected to serve on the Board by the management organization.
2. The Governing Board retains the right to hire an independent attorney, accountant,

and audit firm representing and working for, or on behalf of, the School. Notwithstanding, the Governing Board and the management organization may contract for such services as determined by the management agreement and as otherwise allowed by law. The Governing Board shall use an audit firm that is independent from the management organization for the purposes of completing the annual financial audit required under section 218.39, F.S..

3. The contract will clearly define each party's rights and responsibilities including specific services provided by the management organization and the fees for those services and specifies reasonable and feasible terms under which either party may terminate the contract.
 4. All equipment and furnishings that are purchased with public funds will be the property of the School, not the management organization and any fund balance remaining at the end of each fiscal year will belong to the School, not the management organization.
 5. All loans from the management organization to the School, such as facility loans or loans for cash flow, will be appropriately documented and will be repaid at a rate no higher than market rates at the time of the loan.
 6. A copy of any material changes to the contract between the management organization and the Governing Board shall be submitted to the District within five (5) days of execution. The Sponsor shall have thirty (30) days to review the material changes. If the changes violate the terms of this Charter or applicable law the Sponsor shall provide written notice to the School which shall include a description of the violations. The School may address the concerns or initiate the dispute resolution process included in this Charter.
 7. The management organization will perform its duties in compliance with this Charter.
- F. Default or Breach by Management Company: Any default or breach of the terms of this Charter by the management company shall constitute a default or breach under the terms of this Charter by the School unless the School cures such breach after written notice.

Section 10: Human Resources

- A. Personnel: The School shall select its own personnel.
- B. Nonsectarian: The School's employment practices shall be nonsectarian.
- C. Certification: The teachers employed by or under contract to the School shall be certified

as required by Chapter 1012.

- D. Professional Development: Employees of the School may participate in professional development activities offered by the District. Any costs associated with professional development for which there is an additional fee, and for which no Federal funding has been provided for such purposes to the Sponsor, will be the responsibility of the School or individual School employee.
- E. Suspended or Revoked Certificates: The School may not employ an individual to provide instructional services or to serve as a teacher's aide if the individual's certification or licensure as an educator is suspended or revoked by this or any other state.
- F. Disclosure of Relatives Employed: The School makes the following full disclosure of the identity of all relatives employed by the School who are related to the School owner, president, chairperson of the Governing Board of directors, superintendent, Governing Board member, principal, assistant principal, or any other person employed by the School who has equivalent decision-making authority per section 1002.33, F.S.:

“None”.

If the relative is employed after execution of this Charter, the School shall disclose to the District, within ten (10) business days, the employment of any person who is a relative as defined in section 1002.33, F.S..

The School shall comply with the restriction on employment of relatives provisions included in section 1002.33, F.S..

- G. Hiring: The School may not knowingly employ an individual who has resigned from a school or school district in lieu of disciplinary action with respect to child welfare or safety or who has been dismissed for just cause by any school or school district with respect to child welfare or safety or who is under current suspension from any school or school district.
- H. Disclosure of Qualifications: The School shall disclose to the parents the qualifications of its teachers in the manner required by law. The School shall provide to the District, prior to the opening of school, the qualifications and assignments of all staff members using the Sponsor's designated database. Teaching assignments must match the State's course code directory numbers. Changes will be provided to the District within three (3) work days of hiring, granting leaves of absence, and/or terminating teachers.
- I. Background Screening Policies: The School shall implement policies and procedures for background screening of all prospective employees, volunteers and mentors.

J. Background Screening: The School shall require all employees and the members of the Governing Board to be fingerprinted by an authorized law enforcement agency or an employee of the School or Sponsor who is trained to take fingerprints, pursuant to section 1002.33, F.S.. The cost of fingerprinting shall be borne by the School or the individual being fingerprinted. The results of all such background investigations and fingerprinting will be reported in writing to the Superintendent of Schools or his/her designee. No School employee or member of the Governing Board may be on campus with students until his/her fingerprints are processed and cleared. The School shall ensure that it complies with all fingerprinting and background check requirements, including those relating to vendors, pursuant to, sections 1012.32, 1012.465, 1012.467, and 1012.468, F.S., and shall follow Sponsor's policy with regard to the fingerprinting and background check requirements of volunteers. The School shall notify the District's Human Resource and Charter School Departments when a staff member is no longer employed at the School.

The School shall require all employees and Board members to self-report within 48 hours to appropriate authorities any arrest and final disposition of such arrest other than minor traffic violations. The School shall then take appropriate action relating to the employment of that individual.

K. Anti-Discrimination: The School shall not violate the anti-discrimination provisions of section 1000.05, F.S., and the Florida Education Equity Act.

L. Teacher and Principal Evaluations: The teachers and principal(s) employed by or under contract to the School shall be annually evaluated in accordance with s. 1012.34, F.S., including the use of the requisite percentage of student learning growth in the evaluations and the required categories of effectiveness.

M. Administrator/Principal Employment: The School will provide the services of a full-time Administrator/Principal at the School during hours that students are on the School site except when participating in a reasonable number of training or professional in-service activities. The Administrator/Principal shall stay fully informed of all Sponsor, state, and federal rules and regulations applicable to the operation of the School and the performance of this Agreement. The Administrator/Principal shall not accept outside employment that would materially interfere with the performance of his/her duties and obligations under this Agreement and all Sponsor, state, or federal rules and regulations, and shall serve no other function at School other than Administrator/Principal.

N. Statutory Compliance: The School shall comply with the provisions of s. 1012.335, F.S., relating to probationary and annual contracts for teachers employed by or under contract to the School.

Section 11: Required Reports/Documents

The Sponsor and School shall agree upon submission deadlines for the following required documents.

- A. Pre-Opening
 - 1. Policies and Procedures Manual
 - 2. List of members of the Governing Board and Principal, including current contact information.
 - 3. Facility [zoning, certificate of occupancy, fire inspection, etc.]
 - 4. Other
 - a. Current lease or ownership documents
 - b. Copy of current insurance certificates or policies for all types of insurance required by the Charter
 - c. List of current staff members including certifications and teaching assignments for teachers
 - d. Documentation of fingerprinting of all staff and Governing Board members
 - e. Student Code of Conduct
 - f. Updated list of currently registered students
 - g. Contract for transportation rates and services or transportation plan, if applicable.
 - h. Letter specifying that the School [will adopt/not adopt] the district reading plan
 - i. Tentative dates and times of the meetings of the Governing Board for the first year
 - j. Crisis Response Plan
 - k. Dismissal policies and procedures

- l. School's parental contract, if applicable
- m. Student Progression Plan (if different from District's)

B. Monthly

1. Financial Reports, per State Board of Education Rule (quarterly if School is designated High-Performing pursuant to section 1002.331, Florida Statute.)
2. Safety Reports, per State Board of Education Rule
3. Governing Board meeting agenda and minutes

C. Annually

1. Annual Student Achievement Report
2. Annual Financial Audit
3. Program Cost Report
4. Annual Inventory Report [capital purchases with public funds]
5. Policies and Procedures of the School [if materially revised]
6. School based Student Code of Conduct [if materially revised]
7. Dismissal Policies and Procedures [if materially revised]
8. Crisis Response Plan [if materially revised]
9. Employee Handbook [if materially revised]
10. Current List of members of the Governing Board and Principal
11. School's Parental Contract [if materially revised]
12. Projected Enrollment [for subsequent school year]
13. Capacity [for subsequent school year]

14. School Calendar [for subsequent school year] if different than the District
 15. Evidence of Insurance
 16. Management Organization Agreement [if materially revised]
 17. Student Progression Plan [if materially revised]
 18. The School will submit an annual report prior to July 1st of each year to the Sponsor listing all students enrolled during the school year, and the disposition of each student's permanent records (i.e., stored on site; transmitted to the Sponsor, or other disposition if appropriate).
- D. Sponsor Request: School will provide additional reports upon the Sponsor's request if the request is provided in writing and provides reasonable and specific justification.
- E. Information Disclosed to Third Parties: In connection with its oversight responsibilities, the District may provide information, upon request, to third parties, including creditors and other parties doing business with the School, regarding (i) the School's compliance with its reporting obligations and other obligations hereunder or under applicable law, (ii) the status of the School's Charter, and (iii) any disciplinary action that has been taken, including the existence of any Corrective Action Plan and the School's compliance with the requirements thereof.

Section 12: Miscellaneous Provisions

- A. Impossibility: Neither party shall be in default of this Charter, if the performance of any or all of this Charter is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, hurricane, riot, fire, explosion, war, act of God, sabotage or any other casualty or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unusual expense.
- B. Drug Free Workplace: The School shall be a drug-free workplace, as provided by State and Federal law.
- C. Entire Agreement: This Charter shall constitute the full, entire, and complete agreement between the parties hereto. All prior representations, understandings and agreements whether written or oral are superseded and replaced by this Charter. This Charter may be altered, changed, added to, deleted from or modified only through the voluntary, mutual written consent of the parties. Any amendment to this Charter shall require approval of the School Board and the Governing Board.

- D. No Assignment without Consent: This Charter shall not be assigned by either party without mutual written consent.
- E. No Waiver: No waiver of any provision of this Charter shall be deemed or shall constitute a waiver of any other provision unless expressly stated. The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the provisions of this Charter shall not be construed as a waiver or relinquishment of said term or provision, and the same shall continue in full force and effect. No waiver or relinquishment to any provision of this Charter shall be deemed to have been made by either party unless in writing and signed by the parties.
- F. Default Including Opportunity to Cure: In the event that the School should default under any provision hereto, absent any circumstance permitting immediate termination, the School shall have thirty (30) days from written notice of default to cure, unless otherwise agreed to by the parties in writing.
- G. Survival Including Post Termination of Charter: All representations and warranties made herein shall survive termination of this Charter.
- H. Severability: If any provision or any part of this Charter is determined to be unlawful, void, or invalid, that determination shall not affect any other provision or any part of any other provision of this Charter and all such provisions shall remain in full force and effect.
- I. Third Party Beneficiary: This Charter is not intended to create any rights in a third party beneficiary.
- J. Choice of Laws, Jurisdiction and Venue of Disputes and Waiver of Jury Trial: This Charter is made and entered into in the County and shall be interpreted according to the laws of the State. The exclusive jurisdiction and venue for any litigation between the parties arising out of or related to this Charter, shall be the Circuit Court, or the County Court located in Pinellas County, or the appropriate appellate or federal court except as otherwise provided for resolution of disputes pursuant to section 1002.33, F.S. The parties forever waive the right to trial by jury for any and all litigation between the parties arising out of or related to this Charter. The parties agree to have any such dispute settled by a judge alone, without a jury.
- K. Notice: Official correspondence between the School and the District shall be in writing and signed by an officer of the Governing Board or the Principal of the School. Every notice, approval, consent or other communication authorized or required by this Charter shall not be effective unless same shall be in writing and sent postage prepaid by United States mail, directed to the other party at its address hereinafter provided or such other address as either party may designate by notice from time to time in accordance herewith:

1. Notices to the School:

St. Petersburg College, Board of Trustees
Attn: Governing Board Chair
St. Petersburg College
P.O. Box 13489
St. Petersburg, Florida 33733

Copy to:
Office of General Counsel
St. Petersburg College
P.O. Box 13489
St. Petersburg, Florida 33733

2. Notices to the Sponsor

The School Board of Pinellas County, Florida
Attn: Superintendent
301 4th St SW
Largo, FL 33770

Copy to:
David Koperski, School Board Attorney

Each of the persons executing this Charter represents and warrants that he/she has the full power and authority to execute the Charter on behalf of the party for whom he or she signs and that he or she enters into this Charter of his or her own free will and accord and in accordance with his or her own judgment, and after consulting with anyone of his or her own choosing, including but not limited to his or her attorney.

- L. Conflict Between Charter and Florida Law: In any case where this Charter conflicts with Florida law, the terms of the applicable Florida Statute, State Board Rule, or case law will control over the Charter.
- M. Conflict/Dispute Resolution: Subject to the applicable provisions of section 1002.33, F.S., as amended from time to time, all disagreements and disputes relating to or arising out of this Charter which the parties are unable to resolve informally, may be resolved according to the following dispute resolution process, unless otherwise directed or provided for in the aforementioned statute. Nothing herein shall be construed to limit the Sponsor's ability to

immediately terminate this Charter in accordance with section 1002.33, F.S. It is anticipated that a continuing policy of open communication between the Sponsor and the School will prevent the need for implementing a conflict/dispute resolution procedure.

The following dispute resolution process not otherwise pre-empted by section 1002.33, F.S., shall be equally applicable to both parties to this Charter in the event of a dispute. All disagreements and disputes relating to or arising out of this Charter which the parties are unable to resolve informally, may be resolved according to the following dispute resolution process:

Step 1 -- The persons having responsibility for implementing this Charter for the grieving party will write to the other party to identify the problem, propose action to correct the problem and explain reasons for the proposed action.

Step 2 -- The person having responsibility for implementing this Charter for the other party will respond in writing within fifteen (15) calendar days, accepting the proposed action or offering alternative solution(s) to the problem. A meeting of representatives of the parties may be held to reach agreement on the solution and subsequent action.

Step 3 -- Upon resolution of the problem, the responsible personnel from both parties will develop a joint written explanation indicating the resolution. This document will be retained with this Charter. If an amendment to the Charter is necessary, the amendment will be submitted for action by both parties.

Step 4 -- If efforts at agreement within a reasonable time are unsuccessful, the parties may have recourse to their available legal remedies, including, without limitation, mediation through the FDOE or those additional remedies set forth in section 1002.33, F.S.

N. Citations: Whenever a Florida Statute or State Board of Education Rule is referenced in this Charter, it shall be construed to mean the statute or rule as it is amended from time to time.

The Sponsor's policies will not control this Charter or be incorporated herein absent written consent of the Governing Board, as provided by Florida law, unless the School agreed to such policies in the approved Application or otherwise agreed to by the Governing Board in writing.

If the Sponsor subsequently amends any agreed-upon Sponsor policy the version of the policy in effect at the time of the execution of the Charter, or any subsequent modification thereof, shall remain in effect and the Sponsor may not hold the School responsible for any provision of a newly revised policy unless the revised policy is mutually agreed upon.

Upon the Sponsor's revision of a mutually agreed upon Sponsor policy, the Sponsor shall

provide written notification to the School and Governing Board. The written notification shall include the revised policy and shall allow the Governing Board forty-five (45) days to reject the revised policy. If the Governing Board does not provide written notice of its rejection of the policy, the revised policy is deemed accepted by the Governing Board. If the Governing Board rejects the revised policy it shall remain bound by the policy as it existed at the time the Governing Board agreed to it.

- O. Interpretation: The headings in the Charter are for convenience and reference only and in no way define, limit or describe the scope of the contract and shall not be considered in the interpretation of the Charter or any provision hereof. This Charter is the product of negotiation between the parties and therefore the terms of this Charter shall not be construed against either party as the drafter.

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

School:

Sponsor:

BOARD OF TRUSTEES OF ST
PETERSBURG COLLEGE on behalf of
ST PETERSBURG COLLEGIATE HIGH
SCHOOL NORTH

THE SCHOOL BOARD OF PINELLAS
COUNTY, FLORIDA

By: _____
Chairperson

By: Laura Hine
Chairperson

Attest: _____
College President

Attest: Kirk Hedrick
Superintendent

Approved as to Form:

Approved as to Form:

Office of General Counsel

Jarrell Waechter
Office of School Board Attorney

Appendices

1. The Application
2. Governance Documents
3. ELL Plan, if different than Sponsors
4. Management Contract, if applicable

CHARTER SCHOOL RENEWAL AGREEMENT

Between

**THE BOARD OF TRUSTEES OF ST. PETERSBURG, COLLEGE,
ON BEHALF OF ST. PETERSBURG COLLEGIATE HIGH SCHOOL
SOUTH PINELLAS**

and

THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

for

**ST. PETERSBURG COLLEGIATE HIGH SCHOOL SOUTH
PINELLAS**

March 20, 2024

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APPENDICES

1. The Application
2. Governance Documents
3. ELL Plan, if different than Sponsors
4. Management Contract (if applicable)

THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

THIS CHARTER SCHOOL RENEWAL AGREEMENT is entered into as of the 20th day of March, 2024, by and between THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA, a body corporate operating and existing under the Laws of the State of Florida and THE BOARD OF TRUSTEES OF ST. PETERSBURG COLLEGE, ON BEHALF OF ST. PETERSBURG COLLEGIATE HIGH SCHOOL SOUTH PINELLAS, and to update the contractual provisions binding both parties.

Definitions

Definitions: The following terms shall have the following meanings herein unless the context clearly requires otherwise:

Application shall mean the School's application(s) for a Charter (including amendments) as submitted to and approved by the School Board.

Governing Board shall mean the Governing Board or body of the School.

Charter shall mean this charter agreement entered into between the School and the Sponsor.

County shall mean Pinellas County, Florida.

District shall mean the Pinellas County School District overseen by Sponsor.

FDOE shall mean the Florida Department of Education.

High-Stakes Review shall mean an in-depth Sponsor review of important charter school performance data utilizing the agreed upon goals and objectives referenced in this Charter. This review differs from routine annual reports in terms of depth and comprehensiveness of the data reviewed.

School shall mean THE BOARD OF TRUSTEES OF ST. PETERSBURG COLLEGE, ON BEHALF OF ST. PETERSBURG COLLEGIATE HIGH SCHOOL SOUTH PINELLAS.

Sponsor shall mean the School Board of Pinellas County, Florida.

State shall mean the State of Florida.

Superintendent shall mean the Superintendent for the District.

Section 1: Term

- A. Application: The Application has been approved by the Sponsor. In the event of any conflict between the Application and any other provision of this Charter, the Charter provision shall control.

- B. Term of Charter:
 - 1. Effective Date: This Charter shall become effective on the date it is approved by both parties. Upon the Effective Date, all prior charter agreements between the parties shall be deemed terminated and superseded by this Charter.

 - 2. Term: The term of this Charter shall be approximately fifteen (15) school years commencing on the Effective Date and ending on June 30, 2039, unless terminated sooner as provided herein, or extended pursuant to Section 1.B.2., herein. The term shall be automatically extended on a month-to-month basis until the Charter has been renewed, nonrenewed, or terminated by the Sponsor. If the parties cannot reach agreement on the terms of a new contract, either party may request mediation from the FDOE, pursuant to section 1002.33, F.S. If the Commissioner of Education determines that the dispute cannot be settled through mediation, the dispute may be appealed to an administrative law judge appointed by the Division of Administrative Hearings. The administrative law judge has final order authority to rule on whether proposed provisions of the Charter violate the intended flexibility granted charter schools by statute.

 - 3. Start-Up Date: The School will operate immediately upon the Effective Date as this Charter is a restatement of existing charter agreements.

 - 4. School Calendar: The School shall maintain the same school calendar as the other St. Petersburg Collegiate High Schools for the term of this Charter. School shall submit a proposed schedule for the school year for approval by the Sponsor no less than sixty (60) days prior to the beginning of the school year, such approval not to be unreasonably withheld.

 - 5. Charter Modification: This Charter may be modified during its term or any renewal term only upon approval of both parties. No such modification shall be enforceable unless it is in writing and approved by both the Governing Board and the Sponsor. If the modification involves changes to the grade levels, except as provided by law for high-performing charter schools, the School must provide information acceptable to the Sponsor relating to curriculum, budget, facilities, and staff.

6. Charter Renewal: This Charter may be renewed as provided for in Florida Statutes. No later than September 15 in the final academic year of this Charter, Sponsor shall provide notice to the School regarding the process and timeline for completing the programmatic review required under section 1002.33, F.S. Upon completion of the programmatic review, but no later than 90 days prior to the end of the Charter term, the Sponsor shall notify the Governing Board of the Charter School in writing of the proposed action to renew, terminate, or non-renew the Charter, pursuant to section 1002.33, F.S.. Sponsor may not require School to waive the provisions of section 1002.331, F.S., or require a student enrollment cap that prohibits a high-performing charter school from increasing enrollment in accordance with section 1002.331, F.S., as a condition of approval or renewal of a charter.
7. Periodic Review and Evaluation. The Sponsor shall annually evaluate the School on its performance and progress towards meeting the standards and targets included in this Charter, including academic goals. If the term of this Charter exceeds five years, the Sponsor shall conduct a High-Stakes Review at least every five years and shall present the findings of the review to the Governing Board of the School.

C. Education Program and Curriculum:

1. Any material change to the education program and/or curriculum as described in the approved Application or Charter requires Sponsor approval.
2. The School agrees to implement its educational and related programs as specified in the Application unless otherwise modified by this Charter.
3. The School shall make reading a primary focus of the curriculum and provide sufficient resources to identify and provide specialized instruction for students who are reading below grade level. The reading curriculum and instructional strategies shall be consistent with Florida Standards and grounded in scientifically-based reading research.
4. The School shall adopt the District's plan for English Language Learners, or implement an alternate District approved plan. If applicable, the School will attach its plan for English Language Learners hereto as an Appendix. The plan must include sufficient information and detail to allow the Sponsor to determine legal sufficiency.
5. The School will establish the current incoming baseline standard of student academic achievement, the outcomes to be achieved, and the method of measurement that will be used, as described in the approved Application or otherwise described in this Charter.

D. Renewal/Non-Renewal/ Termination:

1. Non-Renewal/Termination of this Charter. The Sponsor shall make student academic achievement for all students the most important factor when determining whether to renew or terminate this Charter. The Sponsor may choose not to renew or terminate this Charter if it finds that any of the following grounds below exist by clear and convincing evidence, as set forth in section 1002.33, F.S..
 - i. Failure to participate in Florida's education accountability system created in section 1008.31, F.S., as required in law, or failure to meet the requirements for student performance stated in the Charter.
 - ii. Failure to meet generally accepted standards of fiscal management.
 - iii. Violation of law.
 - iv. Other good cause shown, which may include, but is not limited to, any of the following:
 - a. Failure to cure a material breach of any term or condition of this Charter after written notice of noncompliance;
 - b. Failure to implement a reading curriculum that is consistent with effective reading strategies grounded in scientifically based reading research if not timely cured after written notice;
 - c. Filing for voluntary bankruptcy, adjudication of bankruptcy or of insolvency, or other state of financial impairment by the School such that the School can no longer operate or is no longer financially viable;
 - d. Failure by the School to provide the District with access to records as required by law or this Charter;
 - e. Failure of the School to maintain minimum insurance coverage as described in this Charter if not timely cured after written notice;
 - f. Violation by the School of any court order pertaining to the operation of the School;
 - g. A criminal conviction upon matters involving the School against either the Governing Board, its members (collectively or individually), or the management company where the Board knew

or should have known of the conduct underlying the conviction and failed to take corrective action;

- h. Failure by the School to timely submit to the District a financial corrective action plan or financial recovery plan and required supporting documents following a notification from the District, Auditor General, or FDOE, that such a plan is required;
- i. Failure by the School to implement any financial corrective action plan or financial recovery plan approved by the Florida Commissioner of Education pursuant to section 218.503, F.S.;
- j. Failure to provide periodic progress reports as required by the financial recovery plan if not timely cured after written notice;
- k. Perpetration of a fraud upon the District or a material misrepresentation in the Application;
- l. Failure to comply with background screening and other requirements set forth in section 1002.33, F.S.;
- m. Failure by the School to comply with all applicable laws, ordinances and codes of federal, state and local governance including, without limitation, the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act and applicable laws relating to English Language Learners (ELL).
- n. Failure to make sufficient progress in attaining the student achievement objectives of the Charter established pursuant to Section 2.A. and the School's School Improvement Plan, if applicable, and a showing that it is not likely that such objectives can be achieved within the time period provided in this Charter;
- o. Willfully or recklessly failing to manage public funds in accordance with the law;
- p. Any action by the School that is detrimental to the health, safety, or welfare of its students that is not timely cured after written notice;
- q. Failure to maintain the minimum number of Governing Board members for more than thirty (30) days;
- r. Failure to obtain and maintain all necessary licenses, permits,

zoning, use approval, facility certifications, and any other approval required by the local government or any other governmental authorities having jurisdiction at any time during the term of this Charter.

2. The Sponsor shall notify the Governing Board in writing at least ninety days prior to renewing, non-renewing, or terminating this Charter, following the procedures set forth in section 1002.33, F.S.
 - i. If the Sponsor issues a notice of non-renewal or termination, the notice shall state in reasonable detail the grounds for the proposed action and stipulate that the Governing Board may, within 14 calendar days of receipt of the notice, request a hearing.
 - ii. A request for a hearing must be authorized by a vote of the Governing Board and be submitted pursuant to the Notice provisions of this Charter.

3. The Sponsor may immediately terminate this Charter pursuant to section 1002.33, F.S.
 - i. Upon receipt of notice of immediate termination from the Sponsor, the School shall immediately provide the Sponsor access to the School's facilities along with security system access codes and access codes for all School owned/leased computers, software, networking, switching and all other technical systems in the School's facilities or remotely located areas serving the School, and shall immediately make accessible all educational and administrative records of the School. Moreover, within two (2) business days, the School shall turn over to the Sponsor copies of all records and information regarding the accounts of all of the public funds held by the School. The Sponsor shall assume operation of the school throughout the pendency of the hearing as provided for in s. 1002.33, F.S., unless the continued operation of the School would materially threaten the health, safety or welfare of the students. Failure by the Sponsor to assume and continue operation of the School shall result in the awarding of reasonable costs and attorney's fees to the School if the School prevails on appeal. If the School prevails in an appeal through a final adjudication by an administrative law judge or by a final adjudication and mandate by the appellate court if an appeal to the appellate court is filed, the Sponsor shall, immediately, return to School all keys, security codes, all educational and administrative records of the School, and the School's facility. In that case, the School's Governing Board shall resume operation and oversight of the School.

- ii. The School's instructional and operational employees may continue working in the School during the time that the Sponsor operates the School, at the Sponsor's option, but will not be considered employees of the Sponsor. Any existing employment contracts that any School personnel may have with the School may not be assumed or transferred to the Sponsor or any entity created by the Sponsor during the assumption of operations of the School unless the Sponsor or its entity, and the School, agree otherwise. The Sponsor reserves the right to take any appropriate personnel action regarding the School's employees.
4. If the School elects to terminate or non-renew the Charter, it shall provide reasonable prior notice of the election to the Sponsor indicating the final date of operation as voted by the Governing Board at a publicly noticed meeting. A board resolution signed by the School's Governing Board chair and secretary, indicating support of this action, shall accompany the written notification provided to the Sponsor. The School agrees that such notification shall be considered a voluntary termination by the Governing Board and a waiver of its right to a hearing or appeal.
5. Upon notice of termination or non-renewal the School shall not remove any public property from the premises without written Sponsor approval.

E. Post-termination Provisions

1. If this Charter is not renewed or is terminated, the School shall be responsible for all the debts of the School. The District shall not assume the debt from any contract for services including lease or rental agreements, made between the School and a third party, except for a debt previously detailed and agreed upon, in writing, by both the Sponsor and the Governing Board and that may not reasonably be assumed to have been satisfied by the Sponsor.
2. In the event of termination or non-renewal of this Charter, any and all leases existing between the District and the School shall be automatically cancelled, unless the lease provides otherwise. In no event shall the District be responsible under any assignment of a lease for any debts or obligations of the School incurred prior to such assignment.
3. In the event of termination or non-renewal any students enrolled at the School may be enrolled at their home District school, or any another school, consistent with the District's student transfer procedures including transfer of all student records to the receiving school. All assets of the School purchased with public funds, including supplies, furniture and equipment, will revert to full ownership of the Sponsor (subject to any lawful liens or encumbrances) or as otherwise provided by law. Any unencumbered public funds from the School, district school board property and

improvements, furnishings, and equipment purchased with public funds, or financial or other records pertaining to the School, in the possession of any person, entity, or holding company, other than the School, shall be held in trust upon the Sponsor's request, until any appeal is resolved. If the School's accounting records fail to clearly establish whether a particular asset was purchased with public funds, then it shall be presumed public funds were utilized and ownership of the asset shall automatically revert to the Sponsor.

4. In the event of termination, expiration or non-renewal of this Agreement, any and all leases existing between the Sponsor and the School shall be automatically cancelled. However, it is agreed that the Sponsor shall have, for a period of thirty (30) days subsequent to a termination or non-renewal, the right of first refusal to secure the lease on, or to purchase or possess the facilities used as the School's site. The School agrees that any lease obtained by the School with any third person shall include a provision that will grant the Sponsor such a right of first refusal. However, in no event shall the Sponsor be responsible under any assignment of a lease for any debts or obligations of the School incurred prior to such assignment.
5. Upon initial notification of non-renewal or termination of this Agreement, the School may not expend more than \$10,000 per expenditures without prior written approval of the Sponsor unless the expenditure was included in the annual budget previously submitted to the Sponsor, is for reasonable attorney fees during the pendency of an appeal, or is for reasonable fees and costs to conduct an independent audit.
6. Final Audit: Pursuant to section 1002.33, F.S., upon notice of non-renewal, closure, or termination, an independent audit shall be completed within 30 days to account for all public funds and assets. During the fiscal year in which the termination or non-renewal occurs, the Sponsor may withhold from the School's FEFP funds, without penalty or interest, an amount necessary to cover the costs for a final financial audit of the School. The audit shall be conducted by an independent certified public accountant.

F. General Statutory Requirements:

1. The School shall not discriminate in educational programs/activities or employment and shall provide equal opportunity for all as required by Federal, State and local law, rule, regulation and court order.
2. Additionally, the School shall comply with those statutes that specifically apply to charter schools as set forth in section 1002.33, F.S., including section 1002.33, F.S., and other applicable State laws. The School agrees that it will abide by all Federal and State laws, statutes, rules, and regulations applicable to charter schools and also

abide by the terms and conditions of the Charter.

Section 2: Academic Accountability

Student academic achievement for all students shall be the most important factor when considering whether to renew, non-renew, or terminate this Charter.

A. Annual Objectives:

1. By September 15th of each year, the Sponsor shall provide the School with academic student performance data on state required assessments for each student attending the School that was enrolled the prior year in another public school, pursuant to s. 1002.33, F.S., provided that the Sponsor has received proficiency data from the Florida Department of Education. If proficiency has not been transmitted by the Florida Department of Education, the deadline in this paragraph will be extended until such time as such data is received and processed by the Sponsor. The Sponsor may fulfill this requirement by providing the School access to the data.
2. By September 15th of each year, the Sponsor shall provide the School the rates of academic progress for the prior year for comparable student populations in the district school system, provided that the Sponsor has received proficiency data from the Florida Department of Education. If proficiency has not been transmitted by the Florida Department of Education, the deadline in this paragraph will be extended until such time as such data is received and processed by the Sponsor. The data shall include proficiency and growth on state assessments for English Language Arts and Mathematics by grade grouping (grades 3-5, 6-8, 9-12) for the following student groups:
 - i. Students scoring a level 1 on prior year assessment
 - ii. Students scoring a level 2 on prior year assessment
 - iii. Students scoring a level 3 or higher on prior year assessments
 - iv. Students with disabilities
 - v. English Language Learners
3. By October 15th of each year of the School's operation, the School shall provide its proposed academic achievement goals for the current year to the Sponsor. The academic achievement goals shall include, at a minimum, growth and proficiency on state assessments, and may include performance on additional assessments included in the approved charter application. If the School will not serve students in grades that participate in the statewide assessments the academic achievement goals shall be based on the assessments included in the approved application, and at least one assessment administered in traditional public schools in the District.

- i. The Sponsor shall review the proposed academic achievement goals within thirty (30) days of receipt. If the Sponsor does not accept the proposed academic achievement goals it shall provide the School a written explanation. If the School and Sponsor cannot agree on academic achievement goals either party may request mediation pursuant to section 1002.33, F.S.. If the Sponsor does not provide written notification within thirty (30) days of receipt, the goals shall be deemed accepted by the Sponsor.
4. By October 15th of the second year of the School's operation, the School shall provide its proposed academic achievement goals for the remaining years of the Charter, up to a maximum of four years or the end of the current Charter term, whichever occurs first, using the same parameters and testing set forth in Section 2.A.3, above. Schools that have contracts in excess of five years shall resubmit proposed academic achievement goals every four years pursuant to the process described in this paragraph.
 - i. The Sponsor shall review the proposed academic achievement goals within thirty (30) days of receipt. If the Sponsor does not respond within thirty (30) days of receipt the academic achievement goals are deemed accepted. If the School and Sponsor cannot agree on academic achievement goals either party may request mediation pursuant to section 1002.33(6), F.S. The goals may be adjusted at any time upon mutual written consent of both parties.
5. Annually, the School shall report its performance against the academic goals. If the School falls short of the academic achievement goals set forth under the provisions of this Charter the Sponsor shall report such shortcomings to the School's Governing Board and FDOE.
6. The School and Sponsor may agree to adjust the goals through a contract amendment or addendum.
7. Methods of Measurement: The methods used to identify the educational strengths and needs of students are set forth in the approved Application.
8. School Improvement Plans: The School shall develop and implement a School Improvement Plan as required by section 1002.33, F.S., and applicable State Board of Education Rules or applicable federal law. If the School is not required to submit a School Improvement Plan pursuant to Section 1002.33, F.S., but is identified by the FDOE (under the Every Student Succeeds Act) to be included in the list of comprehensive support and improvement (CS&I) schools or targeted support and

improvement (TS&I) schools, it must develop and implement a School Improvement Plan approved by the Governing Board.

B. Assessments:

1. State required assessments: All students at the School will participate in all State assessment programs and assessments required by law. The School shall facilitate required alternate assessments and comply with state reporting procedures.
2. Additional Assessments: Students may participate in any or all District assessment programs in which the District students in comparable grades/schools participate and shall participate in any other assessments as described in the Application. The School shall be responsible for the costs of District assessments that are not required by law or this Charter, except those developed with federal funds or those developed using Florida's Item Bank and Test Platform.
3. Accommodations: If an IEP, 504 Plan and/or an EP for a student indicates accommodations or an alternate assessment for participation in a State assessment, or District assessment, as applicable, the School will facilitate the accommodations or alternate assessment and comply with State reporting procedures.
4. Assessment Administration: All School personnel involved with any aspect of the testing process must abide by State policies, procedures, and standards regarding test administration, test security, test audits, and reporting of test results. The Sponsor shall invite the School staff to District offered training related to State assessment administration and, as applicable, District Assessment administration, at no cost to the School. The Sponsor shall provide to the applicable School staff all services/support activities that are routinely provided to the Sponsor's staff regarding implementation of District and State-required assessment activities. The School shall designate a testing coordinator and shall be responsible for proper test administration. The School shall permit the Sponsor to monitor and/or proctor all aspects of the School's test administration, if the Sponsor deems it necessary.
5. Reporting: The District shall provide the School with reports on District and State assessments in the same manner and at the same time as for all public schools in the District.
6. Technological Infrastructure: The School shall, at its expense, provide adequate technological infrastructure to support all required online test administration.

- C. Student Promotion/Graduation: The School's student promotion policy shall be consistent with the provisions of the Application. The School will adopt the Sponsor's student progression plan.

The School's policy for determining that a student has satisfied the requirements for graduation shall be consistent with the provisions of the Application, and Florida Law.

Schools that serve students in grade 12 shall annually notify parents in writing the accreditation status of the School and the implications of non-accreditation, if applicable. The notification may be provided in the parent handbook.

- D. Data Access and Use Pursuant to Statute: The School agrees to allow the District reasonable access to review data sources in order to assist the District in making a valid determination about the degree to which student performance requirements, as stated in this Charter, have been met.

Section 3: Students

- A. Students Served: The School is authorized to serve students in grades 10 through 12.

The School may provide enrollment preferences as allowed for in section 1002.33, F.S. Further, the School may limit the enrollment process to target specific student populations as set forth in section 1002.33, F.S., as described in the approved application.

The School will accept all eligible students in accordance with federal and state anti-discrimination laws and in accordance with the Florida Educational Equity Act, section 1000.05(2)(a), F.S.. The School will not discriminate on the basis of race, gender, ethnicity, religion, national or ethnic origin or disability in the admission of students. Except for verifying the student's admission requirements for the School as outlined in Application, the School may not request prior to enrollment, through the application or otherwise, information regarding the student's prior academic performance, whether the student is a student with a disability, or for IEPs, accommodation plans or any other documents relating to the student's status as a student with a disability. Pursuant to section 1002.33, F.S., admission or dismissal must not be based on a student's academic performance.

The School shall be non-sectarian in its programs, admissions policies, employment practices and operations. The School will meet all applicable state and local health, safety, and civil rights requirements. The School will comply with all applicable State Board of Education Rules regarding school safety and all applicable provisions of the Marjory Stoneman Douglas High School Public Safety Act, including the following:

1. Section 1006.12, relating to safe-school officers;
2. Section 1006.07(7), relating to threat management teams;
3. Section 1006.07(9), relating to School Environmental Safety Incident Reporting;
4. Section 1006.07(6)(d), relating to adopting an active assailant response plan;
5. Section 943.082(4)(b), relating to the mobile suspicious activity reporting tool;

6. Section 1012.584, relating to youth mental health awareness and assistance training.

The School will participate in its Sponsor's plan for the mental health assistance allocation. If the School develops its own plan, it must submit that plan to its Governing Board for approval. After the plan is approved by the Governing Board, it must be provided to the School's Sponsor.

- B. Non-Discrimination: The School shall make reasonable efforts, in accordance with federal law, to achieve a racial/ethnic balance reflective of the community it serves or within the racial/ethnic range of other public schools in the District and shall not discriminate against students with disabilities who are served in Exceptional Student Education programs (ESE) and students who are served as English Language Learners (ELL).

If the District is operating under a federal order or other resolution or settlement agreement, the School shall comply with those requirements applicable to charter schools that are not considered a local education agency (LEA). The School is not required to comply with federal requirements applicable to charter schools also considered to be an LEA.

- C. Recruitment: The School will recruit throughout all segments of the community. This may include direct mailings, public advertisement utilizing the local and community press and informational meetings at a variety of locations using both English and other languages where appropriate.

- D. Eligible Students:

1. Each year, the School agrees to enroll an eligible student by accepting a timely application through deadlines as determined by the Governing Board and publicly advertised. If the target goal of students is not met by the deadline, and the School wishes to extend, the School will give sufficient public notice and extend the application deadline for a set time as determined and publicized by the Governing Board. If, at the 10 day count, the registered enrollment as reflected in the Sponsor's data system is less than 75% of the School's total projected enrollment as described in Section 3.F. of this Charter, the School shall, upon request by the Sponsor, submit a revised budget within 30 days taking into account the reduced enrollment. Failure to provide the revised budget may constitute good cause for termination.
2. If the number of applications exceeds the capacity of the program, class, grade level, or building, all applicants shall have an equal chance of being admitted through a random selection process. The School may give preference in admission to students or limit the enrollment as provided for in section 1002.33, F.S. The School shall clearly indicate in its Policies and Procedures the lottery procedures, and any/all enrollment preferences the School will utilize.

3. Enrollment is subject to compliance with the provisions of section 1003.22, F.S., concerning school entry health examinations and immunizations.
 4. If this Charter is not renewed or is terminated, a student who attended the School may be enrolled in another public school pursuant to Sponsor policies.
 5. A student may withdraw from the School at any time and enroll in another public school, as determined by District policy. The School shall work in conjunction with the parent(s) and the receiving school to ensure that such transfers minimize impact on the student's grades and academic achievement.
 6. Students at the School are eligible to participate in an interscholastic extracurricular activity at the public school to which the student would be otherwise assigned to attend pursuant to sections 1006.15 and 1002.20, F.S.
- E. Class Size: The School shall be in compliance with Florida Constitutional Class Size Requirements, as applicable to charter schools and shall indemnify the Sponsor from any penalties imposed upon the Sponsor due to the School's noncompliance with such requirements.
- F. Annual Enrollment
1. Preliminary Projection: No later than November 1 of each year, the School shall provide to the Sponsor the School's preliminary projected enrollment for the following school year.
 2. Annual Enrollment Capacity: The School shall serve up to 240 students in grades 10-12, or as amended from time to time in writing approved by the Sponsor. School shall have and maintain a minimum of 200 students. The School acknowledges and agrees that this minimum is necessary in order to generate sufficient FTE to ensure financial viability of the School, and that failure to maintain this minimum enrollment shall constitute good cause for termination of the Agreement. Any increase in the maximum number of students noted herein above must be approved as an amendment to this Charter by Sponsor at a regularly scheduled School Board meeting, unless Florida law allows School to make this unilateral change. Further, before any increase in the maximum number of students of 100 or more from the number of students noted herein above, whether such increase be in one request or cumulative over time, School must follow the same procedure and meet the same standard relating to siting approvals of original locations. The School shall provide to the Sponsor by March 1 of each year of this Charter, or a date otherwise agreed to by the Sponsor and School, the proposed Annual Enrollment Capacity for the subsequent school year. Disagreements

between the Sponsor and the School relating to Annual Enrollment Capacity will be resolved using the dispute resolution provisions in this Charter and section 1002.33, F.S. The School shall not enroll students in excess of the physical capacity of the building, unless the School operates multiple sessions, in which case, the physical capacity of the School shall not be exceeded during any session. The Annual Enrollment Capacity of a school that is designated as High-Performing pursuant to section 1002.331, F.S. shall be determined by the Governing Board.

3. Final Enrollment Projection: No later than June 1 of each year, the School shall provide to the Sponsor the School's final enrollment projection for the upcoming school year. For purposes of this Charter, final enrollment projection is not annual capacity, but is the School's projection for how many students will be enrolled when the school year begins as will serve as the basis for initial FEFP payments. Such projection shall be reviewed and approved by Sponsor, such approval not to be unreasonably withheld. If Sponsor does not approve of projection, Sponsor and School will work together to determine a projection that is agreeable to both parties.

G. Maintenance of Student Records as Required by Statute.

1. The School shall maintain confidentiality of student records as required by law.
2. The School will maintain active records for current students in accordance with applicable Florida Statutes and State Board of Education rules.
3. All permanent (Category A) records of students leaving the School, whether by graduation, transfer to another public school, or withdrawal to attend another school, will be immediately transferred to the District in accordance with Florida Statutes. Records will be transmitted to the District's records retention department.
4. Records of student progress (Category B) will be transferred to the appropriate school if a student withdraws to attend another public school or any other school. The School may retain copies of the departing student's academic records created during the student's attendance at the School.
5. Upon the withdrawal of a student from the School, the School will retain the student's original records, except that such records will be immediately transferred to another District school when requested by that school. Requests for student records from public or private schools outside of the County and private schools within the County must be made in writing. Only copies of requested records may be provided. Copies only of student records may be provided to parents upon their request unless the student is considered an eligible student under FERPA. The School will retain the student's record for three (3) years after student withdrawal or until requested by another District public school in this County, whichever comes

first. At the end of the third year all inactive student records will be returned to the District's records retention department.

6. Upon termination or closure of the School, all student education records and administrative records shall be transferred immediately to the Sponsor's records retention office for processing and maintenance.
7. The School will comply with all other public record retention requirements for non-student related records in a manner consistent with applicable Florida law. The School shall comply with Chapter 119, F.S. (the Public Records Act), and all other applicable statutes pertaining to public records.
8. The Sponsor will ensure that all student records will be provided immediately to the School upon request and upon enrollment of students in the School from a District school.
9. The School must maintain a record of all the students who apply to the School, whether or not they are eventually enrolled. The information shall be made available to the Sponsor upon written request. The School shall maintain documentation of each enrollment lottery conducted. Such documentation shall provide sufficient detail to allow the Sponsor to verify that the random selection process utilized by the School was conducted in accordance with section 1002.33, F.S. Records must be maintained in accordance with applicable record retention laws.

H. Exceptional Students: Exceptional students shall be provided with programs implemented in accordance with applicable Federal, state, and local policies and procedures; and, specifically, the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973, sections 1000.05 and 1001.42(4) (l), F.S., and Chapter 6A-6 of the Florida Administrative Code. This includes, but is not limited to:

1. A non-discriminatory policy regarding placement, assessment, identification, and selection.
2. Free appropriate public education (FAPE).
3. Individual Educational Plans (IEP's), to include an annual IEP meeting with the student's family.

Students with disabilities will be educated in the least restrictive environment, and will be segregated only if the nature and severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

School will make a continuum of placements available to students with disabilities. Parents of students with disabilities will be afforded procedural safeguards in their native language, consistent with the manner that those safeguards are provided in the District's traditional schools or using the District's materials. Unless the School is specifically for students with disabilities, the School shall not request through the School's application a student's IEP or other information regarding a student's special needs, nor shall the School access such information prior to the enrollment lottery.

Upon enrollment, or notice of acceptance sent to the student, the School may request from the District information related to the student's program and needs, including the student's most recent IEP, which shall be provided within 10 days. If the School believes, upon review of the IEP, that the student's needs cannot be met at the School an IEP meeting shall be convened within 30 days. The Sponsor shall be invited to and may attend the meeting, at which time the IEP team shall determine whether the School is an appropriate placement for the student.

A representative of the Sponsor shall be invited to participate in all IEP meetings and will serve as the LEA representative. The Sponsor retains the right to determine whether or not to send a representative to such meetings. However, if no representative of the Sponsor will attend an IEP meeting, the Sponsor must designate which individual or employment position at the School will serve as LEA representative and must provide such individual with training required to serve as LEA representative.

If the Sponsor will be attending, the School will provide the Sponsor with the names of School representatives who will participate, pursuant to state and federal law, in IEP meetings as School-based personnel.

The School will provide reasonable accommodations to students with a physical or mental impairment which substantially limits a major life activity, if and to the extent required to enable such students to have an opportunity to be successful in their educational program equal to that of their non-disabled peers. The School shall prepare a 504 Accommodation Plan for all such students who do not have an IEP, in accordance with Section 504 of the Rehabilitation Act and its implementing regulations.

4. Due Process Hearing:

- i. A student, parent, or guardian who indicates at an IEP, EP, or 504 meeting that they wish to file for a due process hearing or State Complaint pursuant

to State law and rules shall be given the appropriate forms by the School. These forms shall also be provided upon request at any other time.

- ii. Due process hearing requests shall be forwarded to the Sponsor's ESE Director and the District's General Counsel within one (1) school day of receipt.
- iii. The Sponsor will select and assign an attorney in consultation with the School. The School may also hire an attorney at its cost to consult and cooperate with the Sponsor. Final decisions on legal strategies shall be made by the Sponsor's attorney in consultation with the School.
- iv. In cooperation with the assigned attorney, the School is responsible for scheduling resolution and mediation meetings as required under State and Federal law.
- v. The Sponsor shall ensure that:
 - a. The due process hearing is conducted pursuant to applicable State laws and rules;
 - b. A final decision is reached; and
 - c. A copy of the decision is mailed to the parties.
- vi. The School shall bear all the costs associated with the administrative due process hearing, legal representation, discovery, court reporter, and interpreter. In the event that the student, parents, or guardians prevail, either through a hearing or settlement, the School shall additionally pay any and all awarded or agreed attorneys' fees, reimbursements, compensatory education and any other costs incurred, agreed upon or awarded; however, the District shall assume and/or reimburse the costs of the defense attributable to, caused by or through the fault of the District, if any. Costs and fees incurred will be automatically reduced from the FTE funds passed through the Sponsor to the School, without any penalty of interest, although the School may request and the parties agree to a payment plan.

If the School receives a complaint filed or becomes aware of an investigation with the Office of Civil Rights or any other governmental entity and the complaint or investigation relates to the School and could involve the Sponsor, the School shall within one (1) school day notify the Sponsor and provide the Sponsor any documentation from the agency. The School shall fully cooperate with the Sponsor during the investigation and proceeding and provide the Sponsor any relevant information. The School shall bear all costs associated with the investigation. However, the Sponsor shall assume and/or reimburse the costs attributable to, caused by, or

through the fault of the Sponsor, if any.

- I. ESE Administrative Services: ESE administrative services covered by the administrative fee, pursuant to section 1002.33, F.S., include professional development related to IEP development; access to any electronic IEP system or forms; initial evaluation for ESE placement; and other supports/services as agreed to by the School and the District.
- J. English for Speakers of Other Languages: Students at the School who are English Language Learners will be served by English to Speakers of Other Languages (ESOL) certified personnel who will follow the District's Plan for English Language Learners (ELLs), or an alternate plan that has been approved by the Sponsor. The School shall be invited to attend the District's ESOL Procedures Training(s) and shall comply with applicable rules and regulations.
- K. Dismissal Policies and Procedures:

The School shall implement the dismissal policies as described in the approved Application or subsequently submitted to and approved by the Sponsor. If the School materially revises the dismissal policies, it shall provide the Sponsor the revised policies within thirty (30) days of adoption by the Governing Board. If the Sponsor determines that the revised dismissal policies violate applicable law it shall provide the School with written notice within thirty (30) days. The School shall have the opportunity to resubmit.

Upon the School's decision to implement dismissal, the School shall refer the student to the District for appropriate placement with the District. Dismissal procedures shall be clearly defined in writing and included in any Parent Contract, shared with students and parents annually and provided to the District no later than two weeks prior to the opening of school each year. In each instance where dismissal is initiated, the parents will receive written notice of the dismissal including the reasons for dismissal and a summary of the actions taken to assist the student prior to dismissal. The District shall be provided a copy of the dismissal notice on the same day as the parent. The School shall work in conjunction with the parent(s) and the receiving school to assure that, to the greatest extent possible, such dismissals occur at logical transition points in the school year (e.g. grading periods or semester breaks) that minimize impact on the student grades and academic achievement.

The School may withdraw a student involuntarily for failure to maintain eligibility, such as District residency requirements, or for violation of the School's Student Conduct Code if such code has been reviewed and approved by Sponsor, which must also be compliant with IDEA, Section 504 of the Rehabilitation Act, and the American with Disabilities Act (ADA) for student with disabilities.

Except for student eligibility requirements for dual enrollment courses pursuant to Florida law and the Dual Enrollment Articulation Agreement between School and

Sponsor, the School may not withdraw a student involuntarily for poor academic performance, for poor attendance or for a minor infraction of the School's Code of Conduct. The School will ensure that no pressure, coercion, negotiation or other inappropriate inducement may be used to attempt to have parents or guardians withdraw students from the School.

The School agrees to dismiss students as described in Sponsor's Code of Student Conduct. Students may not be dismissed from, nor denied re-enrollment to, School for acts or omissions of the student's parent(s). The School's board of directors shall recommend expulsions to the Sponsor. Only the Sponsor has the ultimate authority in cases of student expulsion.

- L. Student Code of Conduct, Suspension and Expulsion: The School will maintain a safe learning environment at all times. The School shall adopt a Code of Student Conduct as described in the approved Application. The School will report each month to the District the number of violations of the Code, by offense, to be included in the District's discipline reporting, as required by law. The School agrees that it will not engage in the corporal punishment of students. Students recommended for expulsion or placement in an alternative school will be referred to the Sponsor for appropriate disposition. If the student remains enrolled at the School while placed at an alternative school, costs for the alternative school charged to the School, if any, will not exceed the Sponsor's actual cost for such student unless mutually agreed to by the School and Sponsor in a contract negotiated separately from the Charter. Students with disabilities shall be afforded a manifestation determination if required by the Individual with Disabilities Education Act.
- M. School/Parent Contract: The School agrees to submit any proposed Parent Contracts, including amendments, to the Sponsor for review by March 1 annually. The Sponsor shall approve the proposed parent contract or reject it if it does not comply with applicable law, within thirty (30) days of receipt. If the Sponsor rejects the proposed Parent Contract it shall provide its reasons for rejection in writing, detailing the legal insufficiency, and shall allow the School to resubmit a revised draft. If the School or Sponsor elects to resolve any dispute through the dispute resolution procedures, then the deadline for approving the parent contract will be extended through the conclusion of that dispute resolution process. The school may not accept monetary donations in lieu of volunteer hours.

Section 4: Financial Accountability

- A. Revenue/State and Local:
 - 1. Basis for Funding: Student Reporting
 - i. School will report the daily attendance of each student to the District to meet District attendance reporting requirements, as required by law.

- ii. The School agrees to accurately report its student enrollment to the District as provided in section 1011.62, F.S., and in accordance with the definitions in section 1011.61, F.S., at the agreed upon intervals and using the method used by the District when recording and reporting cost data by program. The District shall include the School's enrollment when recording and reporting cost data by program. The District shall include the School's enrollment in the District's report of student enrollment. The School shall use the Sponsor's electronic data processing software system and procedures for the processing of student enrollment, attendance, FTE collection, assessment information, IEP's, ELL plans, 504 plans, and any other required individual student plan. The Sponsor will offer training to the School and invite the School to any subsequent training for District staff, in the use of such system and procedures at no cost to the School. A representative of the School shall attend such training. The Sponsor shall provide the School with equal access to the Sponsor's student information systems that are used by traditional public schools in the District. The School shall provide all required information within the same schedule required for all other of Sponsor's schools. The School shall not use the Sponsor's data processing system to access information on any students other than those currently enrolled in the School.
- iii. If the School submits data relevant to FTE, Federal, or grant funding that is later determined through the audit procedure to be inaccurate, the School shall be responsible for any reimbursement to the State, the United States Department of Education or the District for any errors or omissions in data that the School submitted provided that the District has timely sent notice to the School of alleged errors discovered through such audit(s) so that the School, on its own, or through the sponsor, at the School's expense may participate in any proceedings to challenge or appeal such audit findings. After final disposition of any appeals, the District shall deduct any such adjustments from the School's subsequent revenue disbursements evenly over the remaining months of the fiscal year or according to an agreed upon payment plan.
- iv. If the Sponsor receives notice of an FTE funding adjustment, or any other State or Federal adjustments, which is attributable to noncompliance by the School, the sponsor shall deduct such assessed amount from the next available payment otherwise due to the School. If the assessment is charged near the end of or after the term of the Agreement, where no further payments are due to the School, the Sponsor shall provide prompt notice of the School and the School will reimburse the full amount to the Sponsor within thirty (30) days.

- v. The District agrees to fund the School for the students enrolled as if they are in a basic program or a special program in a District school in a manner fully consistent with Florida law. The basis of the funding shall be the sum of the District's operating funds from the Florida Education Finance Program (FEFP) as provided in section 1011.62, F.S., and the General Appropriations Act, including gross state and local funds, discretionary lottery funds and funds from the District's current operating discretionary millage levy, divided by the total funded weighted full-time equivalent students (WFTE) in the District; multiplied by the weighted full-time equivalent students for the School.
 - vi. If the School's students or programs meet the eligibility criteria in law, the School shall be entitled to its proportionate share of categorical program funds included in the total funds available in the FEFP by the Legislature, including transportation, the research-based reading allocation, and the Florida digital classrooms allocation and any other funds made part of the FEFP by the Florida Legislature. The School shall provide the Sponsor with documentation that categorical funds received by the School were expended for purposes for which the categoricals were established by the Florida Legislature. The School shall reimburse the sponsor for any impermissible expenditure.
 - vi. Total funding for the School shall be recalculated during the year to reflect the revised calculations under the Florida Education Finance Program by the state and the actual weighted full-time equivalent students reported by the School during the full-time equivalent student survey periods designated by the Commissioner of Education.
2. Millage Levy, if applicable: The District shall provide additional funding to the School via any applicable capital outlay or operating millage levied by the Sponsor as required by law.
 3. Fees to be Charged to the School By District: The Sponsor may charge the School an administrative fee in an amount not to exceed the maximum rate allowed under section 1002.33, F.S.. Such fee shall be withheld ratably from the distributions of funds, defined in section 1002.33, F.S., to be made to the School under this Charter. Such fee shall cover only those services provided by the Sponsor which are required to be covered under such statute. If the School requests services from the Sponsor beyond those provided for in statute, the Sponsor and the School will enter into a separate written agreement approved by both parties.

The District shall provide the distribution of funds reconciliation simultaneously

with each revenue disbursement to the School including any administrative and other fees and charges withheld.

Unless otherwise agreed, the Sponsor will charge the School for the Sponsor's staff time and other services provided to the School that is not provided pursuant to s. 1002.33, F.S., at the following rates:

- For staff time: the Sponsor's actual cost as calculated by multiplying the hourly rate, including benefits, of the Sponsor's personnel performing the service by the number of hours spent for services to the School;
- For warehouse, printing, learning resource center services: the Sponsor's actual cost;
- For copies of documents: the Sponsor's actual cost.

The Sponsor will invoice the School monthly for these services, if any. The School shall issue payment no later than thirty (30) working days after receipt of an invoice. If the Sponsor does not receive payment within forty-five (45) working days after receipt of the invoice by the School, such non-payment shall constitute good cause for termination of this Charter.

4. Distribution of Funds Schedule: The Sponsor shall make every reasonable effort to ensure that the School receives timely and efficient distribution of funds. The Sponsor's payment to the School shall be issued not later than ten (10) working days after the Sponsor receives a distribution of State or Federal funds. If a warrant for payment is not issued within thirty (30) working days after receipt of funding by the Sponsor, the Sponsor shall pay to the School, in addition to the amount of the scheduled disbursement, interest at a rate of one (1%) percent per month, calculated on a daily basis, on the unpaid balance from the expiration of the thirty-day (30-day) period until such time as the warrant is issued.
 - i. The Sponsor shall calculate and submit twelve (12) monthly payments to the account specified by the School. Each payment will be one-twelfth (1/12) of the funds described in Section 4.A.1., above, less the administrative fee set forth in Section 4.A.3, above. The first payment will be made by July 15. Subsequent payments will be made no later than the 15th of each month beginning with August 15.
 - ii. Monthly payments will be calculated as follows:

- a. July through October payment shall be based on the School's final projected enrollment as determined under the provisions of Section 3.F. of this Charter, if a minimum of 75 percent of the final projected enrollment is entered into the Sponsor's Student Information System by the first day of the current month. Otherwise, the Sponsor shall fund the School based on the number of students actually registered as of the first day of the month.
 - b. Thereafter, the recalibrated results of full-time equivalent student membership surveys, as made available to the Florida Department of Education, shall be used in adjusting the amount of funds distributed monthly to the School for the remainder of the fiscal year. Until recalibrated state reports are made available to the Sponsor, projected enrollment will continue to be used for payment purposes.
 - c. Payments will be adjusted retroactively for prior period adjustments.
- iii. Payment shall not be made, without penalty of interest, for students in excess of the School facility's valid capacity as determined by the School's Certificate of Occupancy, Certificate of Use, or Fire Permit or in excess of the annual enrollment capacity for the school year (whichever is less). In the event that the required county and/or municipality facility permits do not indicate a facility capacity, the School must submit a letter from the architect of record certifying the capacity of the facility.
 - iv. The Sponsor may withhold monthly payments, without penalty of interest, if the School's Certificate of Occupancy, Certificate of Use, or Fire Permit has expired or has otherwise become invalid. The Sponsor shall release, in full, all funds withheld under this provision when the School has cured the deficiency.

Additionally, funding for the School shall be adjusted during the year as follows:

- a. In the event of a state holdback or a proration, which reduces District funding, the School's funding will be reduced proportionately to the extent required by law.
- b. In the event that the District exceeds the state cap for WFTE for Group 2 programs established by the Legislature resulting in unfunded WFTE for the District, then the School's funding shall be reduced to reflect its proportional share of any unfunded WFTE.

- v. The District shall make every effort to ensure that the School receives timely and efficient reimbursement of funds. Other than those payments provided for in this Charter, for which other requirements for timely payments have been made, the payment shall be issued no later than ten (10) working days after the District receives a distribution of state or federal funds. If a warrant for payment is not issued within ten (10) working days after the receipt of funding by the District, or the due date set forth in this Charter, the District shall pay to the School, in addition to the amount of the scheduled disbursement, interest at a rate of one percent (1%) per month calculated on a daily basis on the unpaid balance from the expiration of the ten (10) day period until such time as the warrant is issued.

Payment shall be made to the account in a state approved depository specified and approved by the Governing Board at a public meeting. Nothing herein shall prevent the Governing Board from directing the deposit of payments with a trustee or other agent in connection with any financing or extension of credit.

Notwithstanding the foregoing, distribution of FTE funds may be withheld, upon written notice by the Sponsor, if any of the following occurs:

- a. The School's monthly/quarterly financial statement as required by State Board of Education Rule 6A-1.0081, F.A.C is more than thirty (30) days overdue.
- b. The School's annual financial audit as required by section 218.39, F.S., and this Charter is more than thirty days (30) overdue.
- c. Failure by the School to meet generally accepted standards of fiscal management which includes, but is not limited to: a negative fund balance in any governmental fund as reported in a budget or audit report; negative net assets as reported in a budget or audit report; failure to timely file reports required by the Sponsor; improper expenditure of grant funds; failure to maintain required insurance; failure to correct audit findings within sixty days; spending in excess of approved appropriations; and material discrepancies (five percent (5%) or greater) between unaudited annual financial report and audited statements;
- d. If the School fails to provide ESE or ELL services and the Sponsor is required to provide those services to students in the School, an amount equivalent to the FTE earned for those services for the

period in which they were provided by Sponsor will be deducted from FTE funds transmitted to the School.

The Sponsor shall release, in full, funds withheld under this provision within ten (10) days of receipt of the documents that resulted in the withholding of funds.

- vi. The Sponsor will utilize its existing automated reporting system to collect data required for various reports required by the Department of Education. The Sponsor agrees to provide necessary training and the School agrees to release appropriate staff for such training at mutually convenient times. Upon request of the Sponsor, the School agrees to enter the necessary data required for such reports into the Sponsor's automated student data system, via electronic remote access with IBM-compatible hardware. The data elements shall include, but not be limited to, the following:
 - a. Demographic information;
 - b. ESE data;
 - c. Grade level assignment;
 - d. Required health information;
 - e. Required discipline codes/incident data;
 - f. Daily attendance;
 - g. Transportation;
 - h. Student schedules;
 - i. Teacher demographics;
 - j. Master schedule;
 - k. ESOL/migrant codes;
 - l. Grades/grading period/grading scale;
 - m. ERW (entry, re-entry, withdrawal information);
 - n. Test scores;
 - o. Academic history and transcripts; and
 - p. Student lunch information as required.

- B. Federal Funding: Pursuant to section 1002.33, F.S., the Sponsor shall include the School in all requests for federal funds for which the School, or its students, is eligible, including without limitations, Title I, Title II, and IDEA funds. The Sponsor will provide copies of federal fund grant requests to the School no later than the date they are submitted to FDOE or a federal agency, as applicable.

Pursuant to section 1002.33, F.S., unless otherwise mutually agreed to by the School and Sponsor, and consistent with state and federal rules and regulations governing the use and disbursement of federal funds, the Sponsor shall reimburse the School on a monthly basis for all invoices submitted by the School for federal funds available to the Sponsor for the

benefit of the School, the School's students, and the School's students as public students in the District. If the School elects to receive funds in lieu of services, the following provisions apply:

1. The Sponsor shall provide to the School by July 15 of each year, or at other times of the school year if other federal funds become available, a projected annual allocation for all federal funds, as described above, that the School may draw as reimbursement for services provided. The projected annual allocation shall be based upon the School's final projected enrollment as provided for in 3.F. of this Charter or other data as applicable to the federal funds to be allocated.
2. The School shall provide to the Sponsor a plan that describes how the funds will be used in accordance with applicable federal requirements as required by law. The plan must include sufficient detail to allow review of the plan for compliance with applicable federal regulations. The Sponsor shall have thirty (30) days to review and approve the plan. If the Sponsor deems the plan unacceptable, the Sponsor shall provide the School with written notice detailing the deficiencies and provide an opportunity to cure.
3. The School shall submit invoices by the 15th of each month to receive reimbursement for allowable expenses incurred during the prior month. The School shall maintain documentation of all expenditures in accordance with applicable law and provide to the Sponsor upon request. Expenditures shall be included in required monthly/quarterly financial statements.
4. The Sponsor shall reimburse the school within thirty (30) days of receipt of the invoice. If the Sponsor determines that the invoice is insufficient, it shall provide written notice to the School within ten (10) days of receipt.
5. If the School and Sponsor mutually agree that the School will receive services funded through federal funds in lieu of the funds, such services will be provided to the School in the same manner as such services are provided to school district schools and to the students enrolled at school district schools.
6. The per pupil allocation of Title I funds will be determined annually in accordance with federal and state Title I regulations by the District for that purpose. The allocation of Title I Funds shall be made in accordance with the Public Charter Extension Act of 1998 and all corresponding guidance and regulations and applicable Florida law.
7. Any capital outlay item purchased with Title I must be identified and labeled for Title I property audits. The property must be returned to the District if the School is no longer eligible for Title I funding.

8. Should the School receive Title I funds it will employ highly qualified staff: teachers that are certified and teaching infield; paraprofessional with two years of college, an AA degree, or that have passed an equivalent exam.
9. If the School accepts Title I funds, the School will receive a separate parent involvement allocation that must be spent in support of parental involvement activities and the School will implement a parent involvement program subject to the provisions of Title I federal law.
10. The District and regional Title I staff will provide technical assistance and support in order to ensure that Title I guidelines are being followed at the School and that students are meeting high content and performance standards.
11. Medicaid School Match Program Participation: Under the Medicaid Certified School Match Program, the School may be eligible to seek reimbursement for certain services provided to Medicaid-eligible students who qualify for services under the IDEA part B or C. In order to seek reimbursements, the School shall follow the procedures established by the Agency for Health Care Administration for Medicaid-reimbursable services to eligible students in the School.

C. Federal Grants: The School agrees to comply with the District's rules, policies and procedures for federal and state Grants Management for grants submitted through the District, which include, but are not limited to:

1. Working with the appropriate District staff to facilitate District's approval for all federal and state grant applications developed by the School for which the District will serve as fiscal agent.
2. Submitting a grant application executive summary and grant description for each such grant processed, and submitting an annual end-of-the-year Grant Final Report.
3. Ensuring that all grant indirect costs are appropriated, if allowed, to the District for applicable Federal Grants that are approved, monitored and/or disbursed by the Sponsor. For purposes of the Public Charter School Program Grant, authorized under Title V, Part B, of the Elementary and Secondary Education Act, no indirect costs may be appropriated to the Sponsor unless the School voluntarily agrees to such appropriation.
4. If School is unable to provide sufficient documentation documenting appropriate use of grant funds, School will promptly return any funds to Sponsor that were not appropriately spent within ten days of receipt of request for reimbursement from Sponsor.

D. Charter School Capital Outlay Funds:

1. Application: If the School meets the FDOE criteria for Charter School Capital Outlay Funds, the School must submit a Capital Outlay Plan pursuant to the process required by FDOE.
2. Distribution: Should the School receive a Capital Outlay allocation, the District shall distribute such funds to the School within ten (10) days of receipt of such funds from the FDOE.

E. Restriction on Charging Tuition or Fees: The School shall not charge tuition or fees, except those fees allowable by statute that are normally charged by other public schools in the District. If the School intends to charge fees, it shall submit its proposed fee schedule to the District for review no later than March 1 prior to the School Year in which the fees are intended to be charged, or within 30 days of contract execution for the initial school year. If the District believes that the proposed fee schedule does not meet the requirements of this subsection or applicable law, it will submit comments to the School and request additional information no later than thirty (30) days following receipt of the proposed fee schedule. If the parties are unable to resolve such issues, the matter will be submitted for alternative dispute resolution as set forth herein and Florida law. Fees shall not be a barrier to enrollment.

F. Budget:

1. Annual Budget: The School shall annually prepare an operating budget for the School. The budget shall be formally adopted by the Governing Board at a scheduled public meeting. The adoption of the budget shall be documented in the minutes of the meeting. The School shall provide to the Sponsor a copy of the approved budget and a copy of the minutes of the Governing Board meeting documenting adoption of the budget, no later than August 30, for the fiscal year.
2. Amended Budget: Any amendments to the adopted budget shall be approved by the Governing Board at a scheduled meeting thereof and a copy provided to the District within ten (10) business days of the meeting at which the budget was amended.

G. Financial Records, Reports and Monitoring:

1. Maintenance of Financial Records: The School shall use the standard state format contained in the Financial and Program Cost Accounting and Reporting for Florida Schools (The Red Book) for all financial transactions and maintenance of financial records.

2. Financial and Program Cost Accounting and Reporting for Florida Schools: The School agrees to do an annual cost accounting in a form and manner consistent with generally accepted governmental accounting standards in Florida. The financial statements are to be prepared in accordance with the provisions of section 1002.33, F.S..

3. Financial Reports

i. Monthly or Quarterly Financial Reports: The School will submit a monthly or quarterly financial statement pursuant to section 1002.33, F.S., and Rule 6A-1.0081, Florida Administrative Code, to the Sponsor no later than the last day of the month following the month being reported or in the case of a High-Performing charter school, financial reports shall be submitted quarterly as provided by Florida law. The monthly or quarterly report will be in the format prescribed by the FDOE.

The parties agree that the Sponsor may reasonably request, in accordance with section 1002.33, F.S., documents on the School's financial operations beyond the monthly financial statement and the School shall provide in a reasonable timeframe.

ii. Annual Property Inventory: The School will submit annually to the Sponsor a property inventory of all capital assets or additions to capital assets purchased with public funds (including grant funds). This includes land or existing buildings, improvements to grounds, construction of buildings, additions to building, remodeling of buildings, initial equipment, new and replacement equipment, and software. This shall include furniture, fixtures, and equipment. The property inventory shall include the date of purchase, description of the item purchased, the cost of the item, and the item location. The property inventory shall be submitted to the sponsor annually at the same time School's Annual Audit is submitted.

iii. Program Cost Report: The School agrees to deliver to the Sponsor its annual cost report in a form and manner consistent with generally accepted governmental accounting standard in Florida, no later than the last business day in July.

iv. Annual Financial Audit: The School will annually obtain a financial audit, from a licensed Certified Public Accountant or Auditor, selected pursuant to section 218.391, F.S.. The audit will be performed in accordance with Generally Accepted Auditing Standards; Governing Standards and the Rules of the Auditor General for the State of Florida. The School will

provide a copy of its annual financial audit (including any School responses to audit findings) to the Sponsor no later than September 30.

The Sponsor reserves the right to perform additional audits and investigations at its expense as part of the Sponsor's financial monitoring responsibilities as it deems necessary to ensure fiscal accountability and sound financial management.

- v. Form 990, if applicable: A Charter School shall organize as, or be operated by, a nonprofit organization. If the School has obtained federal tax exempt status as a 501(c) (3) organization, the School shall provide the Sponsor copies of any correspondence from the Internal Revenue Service (IRS) confirming the School's 501(c)(3) status and will provide to the Sponsor a copy of its annual Form 990 within fifteen (15) business days after filing it with the IRS. Notwithstanding anything set forth in this Charter, the Sponsor does not covenant to extend or pledge its own tax-exempt status in any way for the use and benefit of the School.
 - vi. The School shall provide all required financial documents noted herein in a timely manner consistent with the terms of this Charter.
- 4. The School's fiscal year shall be July 1 – June 30.
 - 5. If the School's annual financial audit reveals a deficit financial position, the auditors are required to notify the School's Governing Board, the Sponsor and the FDOE in writing. The auditor shall report such findings in the form of an exit interview to the principal or the principal administrator of the School and the chair of the Governing Board within seven (7) business days after finding the deficit position.
 - 6. A final annual financial audit report shall be provided to the entire Governing Board, the Sponsor and the FDOE within fourteen (14) business days after the exit interview.
 - 7. If the School experiences one of the financial conditions included in section 1002.345, F.S., it shall address such findings as required by law.

H. Financial Management of School:

- 1. The Governing Board shall be responsible for the operation and fiscal management of the School. The fiscal management of the School shall be conducted in a manner consistent with the provisions of the Application and law.

2. The School shall adhere to any additional applicable financial requirements mandated by the State and/or Federal laws and regulations.
3. Notwithstanding anything else herein to the contrary, the Sponsor shall not:
 - i. Guarantee payment for any purchases made by the School;
 - ii. Guarantee payment for any debts incurred by the School;
 - iii. Guarantee payment for any loans taken out by the School.
 - iv. Lend its good faith and credit in order for the School to obtain a loan or other forms of credit.

The School shall not suggest or represent to third parties, including, but not limited to, lenders, vendors, creditors, other business entities or their representatives, governmental entities, or other individuals anything to the contrary of the immediately preceding sentences.

4. The School agrees to provide to the District, upon request, proof of sufficient funds or a letter of credit to assure prompt payment of operating expenses associated with the School, including but not limited to, the amount of any lease payments, teacher and other staff salaries and benefits, transportation cost, etc. The parties stipulate that provision of a financially feasible, adopted budget, shall be sufficient for meeting this requirement.
- I. Description of Internal Operating Procedures: The School shall develop and implement sufficient internal operating procedures as described in the approved Application to ensure sound financial management.
 - J. Local Referendum: So long as Board receives funds from a local referendum for school operational purposes that specifically includes the sharing of such funds with charter schools ("Referendum Funds"), School shall receive the share of such Referendum Funds in accordance with current applicable law and at the times the Board receives such funds. See s. 1011.71(9), F.S. School shall use Referendum Funds in a manner consistent with the purposes of the levy, as defined by Board's interpretation of the applicable referendum ballot language. School shall cooperate fully with all Board inquiries for records and information regarding the use of Referendum Funds, including cooperation with, and submission of records and information to, Board's Independent Citizens Referendum Oversight Committee ("ICROC") that has been established to oversee the expenditure of the Referendum Funds and to report to and advise the Board on whether the Referendum Funds are being used in a manner consistent with the purposes of the levy. School's failure to use the Referendum Funds in a manner consistent with the levy

shall constitute good cause for termination of this Agreement and constitute cause for Board to withhold future Referendum Funds. School's failure to provide records and information within twenty (20) calendar days of a written request from Board or ICROC representatives shall constitute evidence that the Referendum Funds are not being used in a manner consistent with the purposes of the levy.

Section 5: Facilities

- A. Facility: The School shall be located on the Gibbs campus of St. Petersburg College. The School must provide a copy of the lease agreement, use agreement, or ownership documents and certificate of occupancy or temporary certificate of occupancy documenting compliance with all applicable codes no later than fifteen (15) days prior to the School's opening. The School shall make facilities accessible to Sponsor for safety inspection purposes. A facility for students to utilize during the class day is a material requirement of this Charter. If the facility is sub-leased, the School shall provide, upon request, documentation verifying the owner of the facility has approved the School's use of the facility.

Any proposed change in location or an additional location must be requested in writing to the Sponsor, and any new location must meet the same standards contained herein relating to siting approvals of original locations prior to the new location being considered by Sponsor. If the proposed new location is less than two (2) miles (determined via Google Maps website) from the current location, the Sponsor's decision will be made by the Superintendent in his/her sole discretion and, if approved, a letter signed by the School and the Superintendent will memorialize the change. If the proposed new location is two (2) or more miles from the current location, then such change must be approved as an amendment to this Charter by the Sponsor at a regularly scheduled School Board meeting.

Notwithstanding the aforementioned, in unforeseen circumstances or emergencies, if the facility is damaged or unable to safely house students/staff, the School must notify the Sponsor, immediately, and secure an alternative location to ensure no interruption in instruction. The alternative location shall be subject to all facility requirements indicated in this section and applicable law. If the circumstances result in limited interruption of instruction the School shall ensure that the required number of instructional hours is provided.

The School will operate its facility in a safe manner and will ensure that its facility is properly maintained during the term of this Charter. School shall ensure that it shall, at all times during the term of this Charter, comply with all charter facility guidelines published by the Florida Department of Education's Office of Educational Facilities. Any lease entered into by the School must not contain a provision pledging an interest in any personal property located on the premises to the lessor.

The School must provide notice to the Sponsor any proposed material additions, changes and renovations to be made to the educational facilities described in the original proposal. Such additional changes or renovated facilities may not be utilized for student activities until the Sponsor is provided copies of certificates of occupancy issued for such facilities and (if applicable) written approval obtained from the local authority as to traffic control and pedestrian travel associated with said facilities. A “material addition, change or renovation” is defined as any improvement to real property that alters the square footage of the educational facility.

The School will be responsible for providing or hiring companies to perform inspections as required and forwarding results to the Sponsor. All facilities, including leased facilities, must be inspected annually by the local Fire Authority having jurisdiction. The Sponsor shall conduct annual site visits for the purpose of reviewing and documenting, as appropriate, compliance with applicable health and safety requirements. Other inspection agencies may include: Children and Family Services to do inspections of the kitchens and related spaces, and the Department of Labor and Employment to inspect for OSHA compliance. The School must show proof of the annual inspections upon request.

The School shall use facilities that comply with the requirements in section 1002.33, F.S. The School shall provide the District with a list of the facilities to be used and their location. The School agrees to periodic health and safety inspections conducted by District safety staff.

- B. **Dissolution or Termination:** In the event the School is dissolved or is otherwise terminated, all property of the Sponsor and improvements, furnishings, and equipment purchased with public funds shall automatically revert to full ownership by the Sponsor, subject to complete satisfaction of any lawful liens or encumbrances. Any unencumbered public funds from the School, Sponsor property and improvements, furnishings, and equipment purchased with public funds, or financial or other records pertaining to the School, in the possession of any person, entity, or holding company, other than the School, shall be held in trust upon the Sponsor’s request, until any appeal status is resolved.
- C. **Religious Symbols:** The School shall not display any religious or partisan political symbols, statues or artifacts, on the property and facilities where the School will operate.
- D. **If the School is a Conversion School pursuant to section 1002.33 F.S., the Sponsor shall maintain the facilities as required by section 1002.33, F.S.**

Section 6: Transportation

- A. **Transportation Requirements:** The School shall provide transportation to the School's students consistent with the requirements of Chapter 1006, section 1012.45, and section 1002.33, F.S.. The School may provide transportation through an agreement or contract

with the Sponsor, a private provider, and/or parents. School shall provide through Pinellas County Transit Authority (PSTA) free ridership for all students on PSTA bus routes, including stops at the St. Petersburg/Gibbs Campus.

- B. The School shall make arrangements that ensure that transportation is not a barrier to equal access for all students.
- C. District Provided Transportation (if applicable): The parties may agree for the District to provide transportation to and from the School. If such agreement is reached it shall be the subject of a separate contract. If agreement is reached with the Sponsor the School may utilize, at the School's expense, the District's transportation services for extracurricular events, field trips, and other activities on the same basis and terms as other District schools.
- D. Safety: The School shall comply with all applicable transportation safety requirements. Should the School choose to implement its own transportation plan rather than contract with the District for transportation services, it shall submit a transportation plan to the District for review and approval. The School shall provide the District the name of the private transportation provider and a copy of the signed contract no later than ten (10) business days prior to the use of the service.
- E. Funding: If the School submits data relevant to FTE funding for transportation that is later determined through the audit procedure to be inaccurate, the School shall be responsible for any reimbursement to the Sponsor and/or State arising as a result of any errors or omissions, misrepresentations or inaccurate projections for which the School is responsible provided that the District has timely sent notice to the School of alleged errors discovered through such audit(s), so that the School, on its own, or through the Sponsor, at the School's expense, may participate in any proceedings to challenge or appeal such audit findings. After final disposition of any appeals, the Sponsor shall deduct such assessed amount from the next available payment otherwise due to the School, without penalty of interest. Any deficit incurred by the School shall be the sole fiscal responsibility of the School and the Sponsor shall have no liability for the same.
- F. Legal Requirements: If the School transports students or provides for the transportation of students, it shall do so in a manner consistent with the requirements of applicable state and federal law and shall maintain records sufficient for pre and post auditing purposes. The School acknowledges that the McKinney-Vento Homeless Assistance Act (42 U.S.C. s. 11431, et. seq.) requires that each child of a homeless individual and each homeless youth be afforded equal access to the same free, appropriate public education as provided to other children and youths. At the request of the parent or guardian, the School will provide transportation for a homeless student. Any brochure, flyers or other multi-media and telecommunications information furnished/published by the School shall communicate that the School will provide transportation and the manner in which it will be made available to the School's students. The School agrees to monitor the status of the commercial

driver's licenses of each School bus driver employed or hired by the School (hereafter "School Bus Drivers") unless it contracts with Sponsor to provide such services. The School will provide the Sponsor, an updated list each quarter of all School Bus Drivers providing commercial driver's license numbers, current license status and license expiration dates. Unless it contracts with the Sponsor for the provision of school bus transportation, the School is required to ensure that each school bus transporting the School's students meets applicable federal motor vehicle safety standards and other specifications.

Section 7: Food Services

- A. Food service to the School is the responsibility of the School and must be provided according to applicable district, state and federal rules and regulations. The School shall provide healthy snacks as described in the approved Agreement application. The School is solely responsible for funding any deficits it incurs in such services and programs and the Sponsor shall have no liability for same.
- B. The School shall distribute Free and Reduced-Price Meal application forms to students and shall certify student eligibility for such programs using required Federal rules and procedures. These records may be used to certify eligibility for participation in other State/Federally-funded programs (i.e., Title I). All records must be accurately completed and maintained for review by State/Federal auditors for three (3) years plus current year.
 - 1. Meal Service Options and Definitions: The School shall provide food service to its students by one of the following means:
 - a. Enter into an agreement with the Florida Department of Education, Food and Nutrition Management Division, to administer the National School Lunch and National Breakfast Program at the School; and determine if the meals are to be hot or cold, bulk serving or individually packed. Under this option, the School shall complete and submit reimbursement claims to the Department of Education.
 - b. Enter into an agreement with a third-party vendor to have food service provided either to the site of the School or pick-up, and determine if the meals are to be hot or cold, bulk serving or individually packed. Under this option, the School shall complete and submit reimbursement claims to the Department of Education; or
 - c. Request meal service be provided by the Sponsor as an additional site under the Sponsor's existing agreement with the Department of Education. Under this arrangement, the Sponsor would provide the menu pattern (breakfast, lunch or both; hot or cold); the Sponsor would define the delivery system; the Sponsor would establish the per meal charges to the School; the Sponsor would provide the School Free and Reduced Price Meal applications which would be distributed by the School to students for completion after the

School's representatives attend a required training program; the School would provide to Sponsor and keep current a master list of students and their eligibility status for free, reduced or fully paid meals; the Sponsor would approve a point of sale meal accountability procedure to be used by the School; the sponsor would provide meal service for pick-up by the School or pre-packaged meal delivery to the School. The Sponsor would complete and submit reimbursement claims to the Department of Education; and the School would pay the Sponsor for the non-reimbursed portion of meals served on a monthly basis, upon receipt of a billing from Sponsor's Finance Department, by the tenth (10th) of each month.

Section 8: Insurance & Indemnification

- A. Insurance Requirements: The School agrees to provide the following proof of insurance:
1. Errors and Omissions coverage to include prior acts, sexual harassment, civil rights and employment discrimination, breach of contract, insured versus insured, consultants and independent contractors and with minimum policy limits of \$2,000,000.00. The insurance shall be subject to a maximum deductible not to exceed \$25,000 per claim. If the insurance is on a claims-made basis, the School shall maintain, without interruption, the Professional Liability Insurance until three (3) years after termination of this Charter;
 2. General liability coverage written on an occurrence form with minimum policy limits of \$1,000,000.00 per occurrence and an aggregate limit of \$2,000,000.00;
 3. Business automobile coverage with the same limits as general liability.
- B. Property Insurance: Property insurance shall be secured for buildings and contents. Property Insurance coverage for the "Building" includes the structure, including permanently installed fixtures, machinery and equipment, outdoor fixtures, and personal property to service the premises. If the Building is under construction, the School shall provide evidence of property insurance for the additions under construction and alterations, repairs, including materials, equipment, supplies, and temporary structures within 100 feet of the premises.
- If the School leases the site location, then the School shall provide on a form acceptable to the Sponsor evidence of business personal property insurance, to include furniture, fixtures, equipment and machinery used in the School.
- C. Personal Property Insurance: The School further agrees to secure and maintain property insurance for the School's personal property, and to insure all of the District's owned property, if any, to be used by the School to its full fair market value with the Sponsor

named as loss payee. The insurance must be sufficient to provide for replacement of property.

- D. **Worker's Compensation:** The School agrees to provide Workers' Compensation insurance coverage as required by Chapter 440, F.S. and, Employers Liability coverage with minimum policy limits of \$1,000,000 each accident, \$1,000,000 disease, each employee, and \$1,000,000 disease policy limit.
- E. **Fidelity Bond/Crime Coverage:** The school shall purchase Employees Dishonesty/Crime Insurance for all Governing Board members and employees, including Faithful Performance of duty coverage for the School's administrators/principal and Governing Board with an insurance carrier authorized to do business in the State of Florida and coverage shall be in the amount of no less than one million (\$1,000,000) dollars per loss /two million (\$2,000,000) dollars annual aggregate. In lieu of Employee Dishonesty/Crime Insurance, Sponsor is willing to accept Fidelity Bond coverage of equal coverage amount.
- F. **Certificates of Insurance:** No later than 30 days prior to the opening of school, the School shall furnish the District with fully completed certificates of all insurance policies, signed by an authorized representative of the insurer(s) confirming the coverage begins by July 1. The certificates shall be issued to the Sponsor and name the Sponsor as an additional insured. Until such time as the insurance is no longer required to be maintained by the School, the School shall provide the School Board evidence of the renewal or replacement of the insurance no less than thirty (30) days before expiration or termination of the required insurance for which evidence was provided. Should any of the above described policies (A-E) be cancelled before the expiration date, written notice to the Sponsor shall be delivered in accordance with the policy provisions or within ten (10) days of cancellation, whichever is sooner.
- G. **Failure to Secure and Maintain:** Failure to secure and continuously maintain all insurance listed in items A-F without cure after written notice above may constitute grounds for termination of this Charter.
- H. **School Indemnification:** The School agrees to indemnify and hold harmless the Sponsor, its members, officers, employees and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from: (a) the negligence, intentional wrongful act, misconduct or culpability of the School's members, officers, or employees or other agents in connection with and arising out of any services within the scope of this Charter; (b) the Sponsor's review of and response to a complaint lodged by a parent of a student enrolled at the School under section 1001.42(8)(c), F.S., and related regulations, (c) the School's material breach of this Charter or law; (d) any failure by the School to pay its suppliers or any subcontractors. In addition, the School shall indemnify, protect and hold the District harmless against all claims and actions brought against the District by reason of any actual

or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the School, except when Sponsor supplied, or required School to use that material, process, machine, or appliance, and any claims or actions related to violation of any state or Federal statutes or regulations including those referenced in this Charter. The School shall not indemnify Sponsor for intentional or negligent conduct of Sponsor or any other cause of action caused by or through the fault of the Sponsor. Notwithstanding the foregoing, any hold harmless or indemnification by School of Sponsor shall be limited to the extent permissible under Florida Law, and specifically by the monetary limits of liability as outlined in the Florida Statutes, 768.28. Any hold harmless or release by School of Sponsor shall not be construed as a waiver of School's sovereign immunity under law.

I. Applicable to All Coverages the School Procures:

1. Other Coverages: The insurance provided by the School shall apply on a primary basis and any other insurance or self-insurance maintained by the Sponsor or its members, officers, employees, or agents, shall be in excess of the insurance provided by or on behalf of the School.
2. Deductibles: Deductibles are subject to review and acceptance by the Sponsor.
3. Liability and Remedies: Compliance with the insurance requirements of this Charter shall not limit the liability of the School, its subcontractors, its sub-subcontractors, its employees or its agents to the Sponsor or others. Any remedy provided to the Sponsor or its members, officers, employees, or agents by the insurance shall be in addition to and not in lieu of any other remedy available under the Contract or otherwise.
4. Subcontractors: The School shall require its subcontractors and its sub-subcontractors to maintain any and all insurance required by law.
5. Waiver of Subrogation: All policies will be endorsed for waiver of subrogation in favor of the Sponsor.
6. Defense outside the limits: Whenever possible, coverage for School Leader's Errors and Omission and Sexual Abuse Liability policies should be written with "Defense Costs outside the limits". This term ensures that limits are available to pay claims rather having attorney's fees erode the available claim dollars.

J. District Indemnification: The District agrees to indemnify and hold harmless the School, its members, officers, employees and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from: (a) the negligence, intentional wrongful act, misconduct or culpability of the District's members, officers, employees or other agents in connection with and arising out of any services within the scope of this Charter; or (b) the

District's material breach of this Charter or law. In addition, the Sponsor shall indemnify, protect and hold the School harmless against all claims and actions brought against the School by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the District or required by the District to be used by the School, and any claims or actions related to violation of any state or Federal statutes or regulations including those referenced in this Charter. This obligations under this subsection J. are subject to the monetary limitations and defenses contained in section 768.28, F.S.

- K. Sovereign Immunity: Notwithstanding anything to the contrary contained herein, through such indemnification set forth in this Section 8., the District and the School do not waive sovereign immunity to the extent sovereign immunity is available or beyond the limited waiver of sovereign immunity set forth in Section 768.28 F.S. In the event of any claims described in this Section 8., the School and Sponsor shall notify one another of any such claim promptly upon receipt of same. The School and Sponsor shall each have the option to defend such claims with their own counsel at the expense of the other party. If the Sponsor or School choose to not hire their own counsel to defend, the other party shall assume the defense of any such claim and have authority in the defense thereof. The parties' obligation to indemnify one another shall survive the termination of this Charter.
- L. Notification of Third-Party Claim, Demand, or Other Action: The School and Sponsor shall notify each other of the existence of any third-party claim, demand or other action giving rise to a claim for indemnification under this provision (a "third-party claim") and shall give each other a reasonable opportunity to defend the same at its own expense and with its own counsel, provided that the Sponsor shall at all times have the right to participate in such defense at its own expense. If, within a reasonable amount of time after receipt of notice of a third-party claim, the School or Sponsor fails to undertake to defend, the other party shall have the right, but not the obligation, to defend and to compromise or settle (exercising reasonable business judgment) the third-party claim for the account. The School or the Sponsor shall make available to each other, at their expense, such information and assistance as each shall request in connection with the defense of a third-party claim.
- M. Miscellaneous:
1. Time to Submit: The School shall provide the Sponsor with any notices of claim, whether grounded in tort or otherwise, within five (5) business days of receipt.
 2. Notice of Cancellation: The evidence of insurance shall provide that the District be given no less than sixty (60) days written notice prior to cancellation.
 3. Renewal/Replacement: Until such time as the insurance is no longer required to be maintained by the School, the School shall provide the District with evidence of the renewal or replacement of the insurance no less than thirty (30) days before the

expiration or termination of the required insurance for which evidence was provided.

Section 9: Governance

- A. Governance of the School: Governance of the School will be in accordance with the Bylaws or other organizational documents of the School and as described in the Application. The general direction and management of the affairs of the School shall be vested in the Governing Board with a minimum of 3 members. A majority of the voting members of the Governing Board shall constitute a quorum. A majority of those members of the Governing Board present shall be necessary to act. Members of the Governing Board may attend in person or by means of communications media technology used in accordance with rules adopted by the Administration Commission under section 120.54(5), F.S. The Governing Board's primary role will be to set policy, provide financial oversight, annually adopt and maintain an operating budget, exercise continuing oversight over the School's operations, and communicate the vision of the School to community members. It shall be the duty of the Governing Board to keep a complete record of all its actions and corporate affairs and supervise all officers and agents of the School and to see that their duties are properly performed.

The Governing Board must appoint a representative to facilitate parental involvement, provide access to information, assist parents and others with questions and concerns, and resolve disputes. The representative must reside in the school district in which the School is located and may be a Governing Board member, employee of the School, or individual contracted to represent the Governing Board. If the Governing Board oversees multiple charter schools in the same school district, the Governing Board must appoint a separate individual representative for each charter school in the district. The representative's contact information must be provided annually, in writing, to parents and posted prominently on the School's website.

All meetings and communications involving members of the Governing Board shall be held in compliance with Florida's Sunshine Law.

The Board shall have at least two public meetings per school year within the District. The meetings must be noticed, open, and accessible to the public, and attendees must be provided an opportunity to receive information and provide input regarding the School's operations. The appointed representative and School principal or director, or his or her equivalent, must be physically present at each meeting.

All members of the Governing Board will be required to attend Governance training and refresher courses as required by section 1002.33, F.S., and Rule 6A-6.0784, Florida Administrative Code.

The Governing Board will serve as the sole responsible fiscal agent for setting the policies guiding finance and operation. School policies are decided by the Governing Board, and the Principal ensures that those policies are implemented.

The School will be a public employer and will participate in the Florida Retirement System.

The School shall comply with the provisions of Chapter 119, F.S., in all of its financial, business and membership matters. All the School's records, except personally identifiable student records, shall be public records and subject to provisions of Chapter 119, F.S., including those relating to records retention. School shall maintain its own e-mail and electronic document archives to comply with public records laws.

- B. Nonprofit: The School shall be organized as a Florida nonprofit organization.
- C. Bylaws: The Bylaws or other organizational documents of the School shall establish the procedures by which members of the Governing Board are appointed and removed and the election of officers. The Governing Board will develop and implement policies regarding educational philosophy, program, and financial procedures. The Governing Board will oversee assessment and accountability procedures to assure that the School's student performance standards are met or exceeded.
 - 1. The Governing Board shall exercise continuing oversight over charter school operations and will be held accountable to its students, parents/guardians, and the community at large, through a continuous cycle of planning, evaluation, and reporting as set forth in section 1002.33, F.S.
 - 2. The Governing Board will be responsible for the overall policy decision making of the School, including the annual approval of the budget.
 - 3. Upon nomination and prior to appointment to the Governing Board, a member shall be fingerprinted pursuant to section 1002.33, F.S.. The cost of the fingerprinting is the responsibility of the School or governing board member. Prospective Governing Board members whose fingerprint check results warrant disqualification under the Statute shall not be appointed to the board.
 - 4. The Governing Board shall ensure that the School has retained the services of a certified public accountant or auditor for the annual financial audit, pursuant to section 1002.345, F.S., who shall submit the report to the Governing Board.
 - 5. The Governing Board shall review and approve the audit report, including any audit findings and recommendations for the financial recovery plan.
 - 6. The Governing Board shall perform the duties set forth in section 1002.345, F.S.,

including monitoring any financial corrective action plan or financial recovery plan.

7. The Governing Board shall adopt procedures for a parent to notify the principal, or his or her designee, regarding concerns about a student's health, safety, or welfare, including concerns involving the student welfare provisions described in section 1001.42(8)(c)1.-6., F.S.. The Governing Board shall also adopt procedures to resolve concerns under the student welfare provisions in section 1001.42(8)(c)1.-6., F.S., within seven (7) calendar days after notification by the parent and within a reasonable timeframe for other concerns.
8. No member of the Governing Board or their immediate family will receive compensation, directly or indirectly from the School or the School's operations. No School or management company employee, or his or her spouse, shall be a member of the Governing Board. Violation of this provision or any violation of sections 112.313(2),(3),(7) and (12) and section 112.3143, F.S., by a member of the Board, shall constitute a material breach of this Charter.
9. Any change in Governing Board membership must be reported to Sponsor in writing within five (5) business days of the change.

- D. Access: The School shall allow reasonable access to its facilities and records to duly authorized representatives of the District. Conversely, the District shall allow reasonable access to its records to duly authorized representatives of the School to the extent allowable by law.

To the extent the School is provided access to Sponsor's data systems, all School employees and students will be bound by Sponsor's computer policies and standards regarding data privacy and system security.

- E. Management Company: If an organization (management organization), including but not limited to: 1) a management company, 2) an educational service provider, or 3) a parent organization, will be managing or providing significant services to the School, the contract for services between the management organization and the Governing Board shall be provided to the Sponsor and attached as an Appendix to this Charter. Any contract between the management organization and the School must ensure that:
1. Members of the Governing Board or their spouses will not be employees of the management organization, nor should they be compensated for their service on the Board or selected to serve on the Board by the management organization.
 2. The Governing Board retains the right to hire an independent attorney, accountant, and audit firm representing and working for, or on behalf of, the School.

Notwithstanding, the Governing Board and the management organization may contract for such services as determined by the management agreement and as otherwise allowed by law. The Governing Board shall use an audit firm that is independent from the management organization for the purposes of completing the annual financial audit required under section 218.39, F.S..

3. The contract will clearly define each party's rights and responsibilities including specific services provided by the management organization and the fees for those services and specifies reasonable and feasible terms under which either party may terminate the contract.
 4. All equipment and furnishings that are purchased with public funds will be the property of the School, not the management organization and any fund balance remaining at the end of each fiscal year will belong to the School, not the management organization.
 5. All loans from the management organization to the School, such as facility loans or loans for cash flow, will be appropriately documented and will be repaid at a rate no higher than market rates at the time of the loan.
 6. A copy of any material changes to the contract between the management organization and the Governing Board shall be submitted to the District within five (5) days of execution. The Sponsor shall have thirty (30) days to review the material changes. If the changes violate the terms of this Charter or applicable law the Sponsor shall provide written notice to the School which shall include a description of the violations. The School may address the concerns or initiate the dispute resolution process included in this Charter.
 7. The management organization will perform its duties in compliance with this Charter.
- F. Default or Breach by Management Company: Any default or breach of the terms of this Charter by the management company shall constitute a default or breach under the terms of this Charter by the School unless the School cures such breach after written notice.

Section 10: Human Resources

- A. Personnel: The School shall select its own personnel.
- B. Nonsectarian: The School's employment practices shall be nonsectarian.
- C. Certification: The teachers employed by or under contract to the School shall be certified as required by Chapter 1012.

- D. Professional Development: Employees of the School may participate in professional development activities offered by the District. Any costs associated with professional development for which there is an additional fee, and for which no Federal funding has been provided for such purposes to the Sponsor, will be the responsibility of the School or individual School employee.
- E. Suspended or Revoked Certificates: The School may not employ an individual to provide instructional services or to serve as a teacher's aide if the individual's certification or licensure as an educator is suspended or revoked by this or any other state.
- F. Disclosure of Relatives Employed: The School makes the following full disclosure of the identity of all relatives employed by the School who are related to the School owner, president, chairperson of the Governing Board of directors, superintendent, Governing Board member, principal, assistant principal, or any other person employed by the School who has equivalent decision-making authority per section 1002.33, F.S.:

None

If the relative is employed after execution of this Charter, the School shall disclose to the District, within ten (10) business days, the employment of any person who is a relative as defined in section 1002.33, F.S..

The School shall comply with the restriction on employment of relatives provisions included in section 1002.33, F.S..

- G. Hiring: The School may not knowingly employ an individual who has resigned from a school or school district in lieu of disciplinary action with respect to child welfare or safety or who has been dismissed for just cause by any school or school district with respect to child welfare or safety or who is under current suspension from any school or school district.
- H. Disclosure of Qualifications: The School shall disclose to the parents the qualifications of its teachers in the manner required by law. The School shall provide to the District, prior to the opening of school, the qualifications and assignments of all staff members using the Sponsor's designated database. Teaching assignments must match the State's course code directory numbers. Changes will be provided to the District within three (3) work days of hiring, granting leaves of absence, and/or terminating teachers.
- I. Background Screening Policies: The School shall implement policies and procedures for background screening of all prospective employees, volunteers and mentors.
- J. Background Screening: The School shall require all employees and the members of the

Governing Board to be fingerprinted by an authorized law enforcement agency or an employee of the School or Sponsor who is trained to take fingerprints, pursuant to section 1002.33, F.S.. The cost of fingerprinting shall be borne by the School or the individual being fingerprinted. The results of all such background investigations and fingerprinting will be reported in writing to the Superintendent of Schools or his/her designee. No School employee or member of the Governing Board may be on campus with students until his/her fingerprints are processed and cleared. The School shall ensure that it complies with all fingerprinting and background check requirements, including those relating to vendors, pursuant to, sections 1012.32, 1012.465, 1012.467, and 1012.468, F.S., and shall follow Sponsor's policy with regard to the fingerprinting and background check requirements of volunteers. The School shall notify the District's Human Resource and Charter School Departments when a staff member is no longer employed at the School.

The School shall require all employees and Board members to self-report within 48 hours to appropriate authorities any arrest and final disposition of such arrest other than minor traffic violations. The School shall then take appropriate action relating to the employment of that individual.

- K. Anti-Discrimination: The School shall not violate the anti-discrimination provisions of section 1000.05, F.S., and the Florida Education Equity Act.
- L. Teacher and Principal Evaluations: The teachers and principal(s) employed by or under contract to the School shall be annually evaluated in accordance with s. 1012.34, F.S., including the use of the requisite percentage of student learning growth in the evaluations and the required categories of effectiveness.
- M. Administrator/Principal Employment: The School will provide the services of a full-time Administrator/Principal at the School during hours that students are on the School site except when participating in a reasonable number of training or professional in-service activities. The Administrator/Principal shall stay fully informed of all Sponsor, state, and federal rules and regulations applicable to the operation of the School and the performance of this Agreement. The Administrator/Principal shall not accept outside employment that would materially interfere with the performance of his/her duties and obligations under this Agreement and all Sponsor, state, or federal rules and regulations, and shall serve no other function at School other than Administrator/Principal.
- N. Statutory Compliance: The School shall comply with the provisions of s. 1012.335, F.S., relating to probationary and annual contracts for teachers employed by or under contract to the School.

Section 11: Required Reports/Documents

The Sponsor and School shall agree upon submission deadlines for the following required documents.

- A. Pre-Opening
 - 1. Policies and Procedures Manual
 - 2. List of members of the Governing Board and Principal, including current contact information.
 - 3. Facility [zoning, certificate of occupancy, fire inspection, etc.]
 - 4. Other
 - a. Current lease or ownership documents
 - b. Copy of current insurance certificates or policies for all types of insurance required by the Charter
 - c. List of current staff members including certifications and teaching assignments for teachers
 - d. Documentation of fingerprinting of all staff and Governing Board members
 - e. Student Code of Conduct
 - f. Updated list of currently registered students
 - g. Contract for transportation rates and services or transportation plan, if applicable.
 - h. Letter specifying that the School [will adopt/not adopt] the district reading plan
 - i. Tentative dates and times of the meetings of the Governing Board for the first year
 - j. Crisis Response Plan
 - k. Dismissal policies and procedures

- l. School's parental contract, if applicable
- m. Student Progression Plan (if different from District's)

B. Monthly

1. Financial Reports, per State Board of Education Rule (quarterly if School is designated High-Performing pursuant to section 1002.331, Florida Statute.)
2. Safety Reports, per State Board of Education Rule
3. Governing Board meeting agenda and minutes

C. Annually

1. Annual Student Achievement Report
2. Annual Financial Audit
3. Program Cost Report
4. Annual Inventory Report [capital purchases with public funds]
5. Policies and Procedures of the School [if materially revised]
6. School based Student Code of Conduct [if materially revised]
7. Dismissal Policies and Procedures [if materially revised]
8. Crisis Response Plan [if materially revised]
9. Employee Handbook [if materially revised]
10. Current List of members of the Governing Board and Principal
11. School's Parental Contract [if materially revised]
12. Projected Enrollment [for subsequent school year]
13. Capacity [for subsequent school year]

14. School Calendar [for subsequent school year] if different than the District
 15. Evidence of Insurance
 16. Management Organization Agreement [if materially revised]
 17. Student Progression Plan [if materially revised]
 18. The School will submit an annual report prior to July 1st of each year to the Sponsor listing all students enrolled during the school year, and the disposition of each student's permanent records (i.e., stored on site; transmitted to the Sponsor, or other disposition if appropriate).
- D. Sponsor Request: School will provide additional reports upon the Sponsor's request if the request is provided in writing and provides reasonable and specific justification.
- E. Information Disclosed to Third Parties: In connection with its oversight responsibilities, the District may provide information, upon request, to third parties, including creditors and other parties doing business with the School, regarding (i) the School's compliance with its reporting obligations and other obligations hereunder or under applicable law, (ii) the status of the School's Charter, and (iii) any disciplinary action that has been taken, including the existence of any Corrective Action Plan and the School's compliance with the requirements thereof.

Section 12: Miscellaneous Provisions

- A. Impossibility: Neither party shall be in default of this Charter, if the performance of any or all of this Charter is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, hurricane, riot, fire, explosion, war, act of God, sabotage or any other casualty or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unusual expense.
- B. Drug Free Workplace: The School shall be a drug-free workplace, as provided by State and Federal law.
- C. Entire Agreement: This Charter shall constitute the full, entire, and complete agreement between the parties hereto. All prior representations, understandings and agreements whether written or oral are superseded and replaced by this Charter. This Charter may be altered, changed, added to, deleted from or modified only through the voluntary, mutual written consent of the parties. Any amendment to this Charter shall require approval of the School Board and the Governing Board.

- D. No Assignment without Consent: This Charter shall not be assigned by either party without mutual written consent.
- E. No Waiver: No waiver of any provision of this Charter shall be deemed or shall constitute a waiver of any other provision unless expressly stated. The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the provisions of this Charter shall not be construed as a waiver or relinquishment of said term or provision, and the same shall continue in full force and effect. No waiver or relinquishment to any provision of this Charter shall be deemed to have been made by either party unless in writing and signed by the parties.
- F. Default Including Opportunity to Cure: In the event that the School should default under any provision hereto, absent any circumstance permitting immediate termination, the School shall have thirty (30) days from written notice of default to cure, unless otherwise agreed to by the parties in writing.
- G. Survival Including Post Termination of Charter: All representations and warranties made herein shall survive termination of this Charter.
- H. Severability: If any provision or any part of this Charter is determined to be unlawful, void, or invalid, that determination shall not affect any other provision or any part of any other provision of this Charter and all such provisions shall remain in full force and effect.
- I. Third Party Beneficiary: This Charter is not intended to create any rights in a third party beneficiary.
- J. Choice of Laws, Jurisdiction and Venue of Disputes and Waiver of Jury Trial: This Charter is made and entered into in the County and shall be interpreted according to the laws of the State. The exclusive jurisdiction and venue for any litigation between the parties arising out of or related to this Charter, shall be the Circuit Court, or the County Court located in Pinellas County, or the appropriate appellate or federal court except as otherwise provided for resolution of disputes pursuant to section 1002.33, F.S. The parties forever waive the right to trial by jury for any and all litigation between the parties arising out of or related to this Charter. The parties agree to have any such dispute settled by a judge alone, without a jury.
- K. Notice: Official correspondence between the School and the District shall be in writing and signed by an officer of the Governing Board or the Principal of the School. Every notice, approval, consent or other communication authorized or required by this Charter shall not be effective unless same shall be in writing and sent postage prepaid by United States mail, directed to the other party at its address hereinafter provided or such other address as either party may designate by notice from time to time in accordance herewith:

1. Notices to the School:

St. Petersburg College, Board of Trustees
Attn: Governing Board Chair
PO Box 13489
St. Petersburg, FL 33733

Copy to:
Office of General Counsel
St. Petersburg College
P.O. Box 13489
St. Petersburg, Florida 33733

2. Notices to the Sponsor

The School Board of Pinellas County, Florida
Attn: Superintendent
301 4th St SW
Largo, FL 33770

Copy to:
David Koperski, School Board Attorney

Each of the persons executing this Charter represents and warrants that he/she has the full power and authority to execute the Charter on behalf of the party for whom he or she signs and that he or she enters into this Charter of his or her own free will and accord and in accordance with his or her own judgment, and after consulting with anyone of his or her own choosing, including but not limited to his or her attorney.

- L. Conflict Between Charter and Florida Law: In any case where this Charter conflicts with Florida law, the terms of the applicable Florida Statute, State Board Rule, or case law will control over the Charter.
- M. Conflict/Dispute Resolution: Subject to the applicable provisions of section 1002.33, F.S., as amended from time to time, all disagreements and disputes relating to or arising out of this Charter which the parties are unable to resolve informally, may be resolved according to the following dispute resolution process, unless otherwise directed or provided for in the aforementioned statute. Nothing herein shall be construed to limit the Sponsor's ability to

immediately terminate this Charter in accordance with section 1002.33, F.S. It is anticipated that a continuing policy of open communication between the Sponsor and the School will prevent the need for implementing a conflict/dispute resolution procedure.

The following dispute resolution process not otherwise pre-empted by section 1002.33, F.S., shall be equally applicable to both parties to this Charter in the event of a dispute. All disagreements and disputes relating to or arising out of this Charter which the parties are unable to resolve informally, may be resolved according to the following dispute resolution process:

Step 1 -- The persons having responsibility for implementing this Charter for the grieving party will write to the other party to identify the problem, propose action to correct the problem and explain reasons for the proposed action.

Step 2 -- The person having responsibility for implementing this Charter for the other party will respond in writing within fifteen (15) calendar days, accepting the proposed action or offering alternative solution(s) to the problem. A meeting of representatives of the parties may be held to reach agreement on the solution and subsequent action.

Step 3 -- Upon resolution of the problem, the responsible personnel from both parties will develop a joint written explanation indicating the resolution. This document will be retained with this Charter. If an amendment to the Charter is necessary, the amendment will be submitted for action by both parties.

Step 4 -- If efforts at agreement within a reasonable time are unsuccessful, the parties may have recourse to their available legal remedies, including, without limitation, mediation through the FDOE or those additional remedies set forth in section 1002.33, F.S.

- N. Citations: Whenever a Florida Statute or State Board of Education Rule is referenced in this Charter, it shall be construed to mean the statute or rule as it is amended from time to time.

The Sponsor's policies will not control this Charter or be incorporated herein absent written consent of the Governing Board, as provided by Florida law, unless the School agreed to such policies in the approved Application or otherwise agreed to by the Governing Board in writing.

If the Sponsor subsequently amends any agreed-upon Sponsor policy the version of the policy in effect at the time of the execution of the Charter, or any subsequent modification thereof, shall remain in effect and the Sponsor may not hold the School responsible for any provision of a newly revised policy unless the revised policy is mutually agreed upon.

Upon the Sponsor's revision of a mutually agreed upon Sponsor policy, the Sponsor shall

provide written notification to the School and Governing Board. The written notification shall include the revised policy and shall allow the Governing Board forty-five (45) days to reject the revised policy. If the Governing Board does not provide written notice of its rejection of the policy, the revised policy is deemed accepted by the Governing Board. If the Governing Board rejects the revised policy it shall remain bound by the policy as it existed at the time the Governing Board agreed to it.

- O. Interpretation: The headings in the Charter are for convenience and reference only and in no way define, limit or describe the scope of the contract and shall not be considered in the interpretation of the Charter or any provision hereof. This Charter is the product of negotiation between the parties and therefore the terms of this Charter shall not be construed against either party as the drafter.

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

School:

BOARD OF TRUSTEES OF ST
PETERSBURG COLLEGE on behalf of
ST PETERSBURG COLLEGIATE HIGH
SCHOOL SOUTH PINELLAS

By: _____
Chairperson

Attest: _____
College President

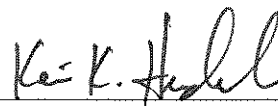
Approved as to Form:

Office of General Counsel

Sponsor:

THE SCHOOL BOARD OF PINELLAS
COUNTY, FLORIDA

By:  _____
Chairperson

Attest:  _____
Superintendent

Approved as to Form:


Office of School Board Attorney

Appendices

1. The Application
2. Governance Documents
3. ELL Plan, if different than Sponsors
4. Management Contract, if applicable



St. Petersburg Collegiate High Schools

2024-25 Calendar

Event Date	Event Details
Monday, July 29, 2024 Friday, August 2, 2024	Professional development days for instructional personnel.
Monday, August 5	Schools open. Pre-Collegiate (grade 9-10) students begin.
Friday, August 9	SPCHS closed for students. Professional development days. SPC Welcome Back Titans meeting. Time and location TBD.
Monday, August 12	SPC classes begin. First day for Collegiate students (grades 11-12)
Monday, September 2	Labor Day Holiday. SPCHS/SPC closed for students and staff.
Friday, September 6	Mid-term progress reports distributed for grade 9-10 students.
Friday, October 4	Professional development day. No school for students in grades 9-10. Designated hurricane makeup day. End of first reporting period for grade 9-10 students (43 days).
Tuesday, October 15	Report cards distributed for grade 9-10 students.
Tuesday, October 29	SPC Discovery Day. SPCHS/SPC closed for students. Designated hurricane makeup day.
Friday, November 8	Mid-term progress distributed for grade 9-10 students.
Monday, November 11	Veterans Day. SPCHS/SPC closed for students and staff.
Monday, November 25 Friday, November 29	Thanksgiving Holidays. SPCHS/SPC closed for students and staff.
Monday, December 2 Thursday, Dec. 5	SPC Exams
Friday, December 6	End of SPC fall term.
Saturday, December 7	SPC Commencement -venue dependent. Time and location TBD.
Monday, December 16 Tuesday, December 17	SPCHS exams for grade 9-10 students. Grade 9-10 students dismissed at 12:15 p.m.
Tuesday, December 17	End of report period 2 for grades 9-10 (45 days). End of first semester (88 days).
Wednesday, December 18 Wednesday, January 1, 2025	Winter Break. SPCHS/SPC closed for students and teachers.
Thursday, Jan 2nd	All CHS staff return
Monday, January 6, 2025	CHS students return. SPCHS second semester begins. Grade 9-10 students begin.
Tuesday, January 7	Report cards distributed for grade 9-10 students.
Monday, January 20	Dr. Martin Luther King, Jr. Holiday. SPCHS/SPC closed.
Tuesday, January 13	SPC classes begin. Grade 11-12 students return from Winter Break.
Thursday, February 13	Mid-term progress reports distributed for grade 9-10 students.
Friday, February 14	Professional development day. No school for students in grades 9-10. Designated hurricane makeup day.
Friday, March 14	End of report period 3 for grade 9-10 students (48 days).
Mon-Fri, March 17-21	Spring Break Holiday. SPCHS/SPC closed for students and staff.

Tuesday, March 25	Report cards distributed for grade 9-10 students.
Friday, April 18- Sunday, April 20	Spring Holiday. SPCHS/SPC closed.
Thursday, April 17	Mid-term progress reports distributed for grade 9-10 students.
Monday, May 5 Thursday, May 8	SPC Exams
Friday, May 9	SPC spring term ends. Last day for grade 11-12 students.
Friday, May 9	Professional development day. No school for grades 9-10. SPCHS Graduation. Designated hurricane makeup day.
Saturday, May 10	SPC Commencement – venue dependent. Time and location TBD.
Monday, May 26	Memorial Day. SPC/SPCHS closed.
Tuesday, May 27 Wednesday, May 28	Exams for grade 9-10 students. Students dismissed at 12:15 p.m. Last day of school for grade 9-10 students. End of report period 4 for grade 9-10 students (45 days). End of second semester (93) days.
Thursday May 29th	Professional development day. Last day for SPCHS faculty. Final grades due in FOCUS by 3:30 p.m. Designated hurricane makeup day if fourth day needed.
Tuesday, June 10, 2025	Report cards distributed for grade 9-10 students.

The final SPCHS calendar will be approved by the Governing Board in June 2024.

Hurricane Make Up Days

Make Up 1 day	Make Up 2 days	Make Up 3 days	Make Up 4 days
Fri., Oct. 4, 2024	Fri., Oct. 4, 2024	Fri., Oct. 4, 2024	Fri., Oct. 4, 2024
	Tues., October 29, 2024	Tues., Oct 29, 2024	Tues., Oct 29, 2024
		Fri., Feb.14, 2025	Fri., Feb.14, 2025
			Fri., May. 9, 2025

Pinellas County School Board APPROVED LIST OF SPECIAL OBSERVANCE DAYS

2024-2025 School Year

Rosh Hashanah Thursday & Friday, October 3-4, 2024 (Observance begins at sunset on Wednesday, October 2, 2024)

Yom Kippur Saturday, October 12, 2024 (Observance begins at sunset on Friday, October 11, 2024)

Sukkot Thursday & Friday, October 17 -18, 2024 (Observance begins at sunset on Wednesday, October 16, 2024)

Shemini Atzeret/Simchat Torah Thursday & Friday, October 24 - 25, 2024 (Observance begins at sunset on Wednesday, October 23, 2024)

Eid-al-Fitr Monday, March 31, 2025 (Observance begins at sunset on Sunday, March 30, 2025)

Passover (First 2 days) Sunday & Monday, April 13 - 14, 2025 (Observance begins at sunset on Saturday, April 12, 2025)

Eastern Orthodox Holy Friday Friday, April 18, 2025

Good Friday Friday, April 18, 2025

Seventh & Eighth Day of Passover Saturday & Sunday, April 19 - 20, 2025

Shavuot Monday & Tuesday, June 2 - 3, 2025 (Observance begins at sunset on Sunday, June 1, 2025)

Eid-al-Adha Saturday, June 7, 2025 (Observance begins at sunset on Friday, June 6, 2025)

Juneteenth Thursday, June 19, 2025