

Technical Assistance and Service Guide for Charter Schools



The School District of Osceola County, Florida

Dr. Debra Pace, Superintendent

2018 - 2019

**Jay Wheeler
District 1**

**Kelvin Soto
District 2**

**Tim Weisheyer
District 3**

**Clarence Thacker
Vice Chair
District 4**

**Ricky Booth
Chairman
District 5**

Technical Assistance and Service Guide for Charter Schools

This guide contains a description of services and contact personnel available to charter schools from the School Board of Osceola County. This listing of services is intended as a guide and is not all-inclusive. School districts may charge an administrative fee up to 5% of the available funds provided to charter schools.

Section A of this manual is a description of presently identified services, such as Training Sessions and Direct Services that are included in the administrative fee. Additional services included in the administrative fee are to be added as they are identified.

Section B of this manual is a description of Additional Services for purchase that are not covered under the administrative fee, which are available to charter schools for a fee.

NOTE: Discuss and reach an understanding with the charter school regarding the basis that will be used to compute amounts to be charged and the approximate amount involved prior to providing goods and/or services under this section. Once agreed upon by both parties, follow the most current procedures established for billing charter schools accordingly.

In addition, this fundamental list will be refined as charter schools expand and progress.

*The Directory in the back of this guide lists school district administrative staff who may be contacted for assistance in their specific areas of expertise.

***Disclaimer**

The pricing provided for the *Additional Services for Purchase* is subject to change.

Section A Training Sessions

Training sessions or services described in this section are included in the 5% administrative fee charged to charter schools. These services pertain to legal and procedural requirements necessary for a school/program to comply with the financial and business aspects of operating a school using public funds.

Automated Student Records Input – Information Services

The Information Services Department will provide hands-on training pertinent to officers and staff of the charter school who deal with attendance, discipline, FTE reporting, categorical funding, weighted cost programs, and related functions requiring input into the district's automated student record system.

Employee Rights and Responsibilities – Human Resources & Employee Relations Training includes certification requirements, fingerprinting, ethics and conduct, non-discrimination/harassment and appropriate procedures for managing these issues.

ESOL – Multicultural Education Department

Charter school employees will be permitted to attend district-based English for Speakers of Other Languages (ESOL) training on a space available basis at no charge. Charter schools may elect to schedule training at their sites for the cost of instructor fees and materials. Training as to what documentation is required for ESOL strategies, grading of ESOL students, Academic Improvement Plan for ESOL students, are a few of the sessions available.

Exceptional Student Education – ESE

Training will present an overview of exceptional education requirements and procedures for serving disabled students, earning special weighted funding, compliance with Federal laws, case law prevailing in this region, audits, service delivery systems, etc. Training for “Rights of Students and Their Parents/Guardians” is available for all personnel who deal with student records, discipline, safety, and welfare of students, confidentiality, privacy issues, reporting child abuse, and missing children, Americans with Disability Act, Section 504 Plans, etc. The new “SWD” – Teaching Students with Disabilities online 20-hour course is available to all Charter School employees to meet the training requirement of Senate Bill 1108.

Full Time Equivalency (FTE) – Business & Fiscal Services

Training in understanding FTE is suggested for designated FTE contacts, registrars, principals, and board chairpersons of charter schools.

Finance/Accounting – Business & Fiscal Services

Training is based on Florida laws and rules, required for the Auditor General's annual audit. Suggested participants include directors, administrators, and finance officers of Charter schools. Topics include Cost Accounting Manual (the “Red Book”), finance procedures, payroll

procedures (if appropriate), requisition/purchasing, and accounts payable procedures (if appropriate).

Staff Development and New Teacher Programs – Professional Development courses are provided by the Professional Development and the Curriculum & Instruction Departments. Charter schools may access professional development opportunities through the district’s My Professional Growth System (MyPGS) learning management system. The system is available for workshop registration and the tracking of professional development participation. Charter schools participating in the district’s Title II programming will have various face to face and online courses available to them, including endorsement courses, new educator symposiums, and other workshops. Workshops that charter employees are eligible to take will be designated in the course description as “**Charter School Employees Welcome**”. Each charter school will need to designate at least one staff member to serve as MyPGS Course Creators. The MyPGS Course Creators serve as the school contact for professional development. Annually charter schools should update the names of the Course Creators by emailing Janette Pachay in Professional Development (pachayj@osceola.k12.fl.us). Course Creators will be invited to attend training sessions offered by SDOC PD Department on how to create and manage professional development opportunities at their school site. For out of district training, charter school employees are responsible for submitting their requests using the External PD tab in the MyPGS system (this replaces the paper-based Charter School Activity Agreement Form). External PD requests should be made a minimum of 10 days prior to the training date.

Student Assessment – Research, Evaluation & Accountability Department
Charter schools will be invited to participate in any district-wide professional development that involves the administration and implementation of assessments. Charter school testing personnel are *required to participate in all training events provided by the District pertaining to state assessments*. Each school must appoint a School Testing Administrator (who must be a Principal, Assistant Principal, Director, or higher) to oversee all testing programs and ensure that proper procedures and protocols are followed. Each school must also appoint a School Testing Coordinator who will serve as the primary point of contact. **Both the School Testing Coordinator and the School Testing Administrator must attend trainings pertaining to state assessment.** The School Testing Administrator shall be responsible for assigning *equivalent level* personnel to attend trainings if either individual is unable to attend.

Training fees will be assessed in the following manner:

- State Assessment Programs Test Administration training - no charge for district-wide trainings.
- Stanford 10 Test Administration training – no charge for district-wide trainings.
- Postsecondary Education Readiness Test training - no charge for district-wide trainings.
- On-site technical support (training, consultation, etc.) - fee for materials and travel plus staff’s hourly rate (additional costs may apply for evening and weekend training sessions).
- Additional or individualized training (available upon request) - charged at staff’s hourly rate. *Please note that individualized training sessions that must be rescheduled as a result of absences from district-wide trainings will also be charged at the staff’s hourly rate.*

Accountability – Research, Evaluation, & Accountability Department

Charter schools are notified of all data verification processes and opportunities provided by the state. Charter schools are invited to all trainings offered in the district. *Requests for make-up trainings due to absences from district-wide trainings will be charged at the staff's hourly rate.*

Student Services – Training will include an overview of the Student Services Department including specific emphasis in the areas of:

- Student Enrollment Requirements
- Student Immunization Requirements
- Parents/Guardians and Student's Rights
- Code of Student Conduct
- Discipline and Expulsion Procedures
- Safety and Welfare of Students
- Confidentiality and Privacy of Student Records
- Multi-Tiered Systems of Support (MTSS)/Problem Solving (PS)
- Section 504 Accommodation Plans
- Social Worker Services
- Attendance and Truancy Services
- Nursing Services
- Juvenile Justice Information Services
- Psychological Services

**SECTION A
DIRECT SERVICES**

Compliance/Performance Monitoring – will be provided by appropriate program district staff.

Computer System Connection – Technology Services Department

Connection to the district’s central computer system will be provided. The cost of hookup and data line is the responsibility of the charter school. Access to the student information system is part of the administrative fee and includes operations, backup, and security.

Courier Services – Purchasing and Warehouse Department

Courier services will be provided to the charter schools on a **twice a week** basis at no charge.

Data Reports – Information Services Department

Standard data reports will be provided to the charter school when standard procedures are followed. This includes scheduled regular reports up to 10,000 sheets; DOE database reports; 100 hours of data entry help desk service; hard copy FTE information; Faster support, transcript support and production.

Data Transmission Required for Reporting by DOE – Information Services Department

All data received by IS for reporting must be submitted in appropriate format, completed according to district procedures and within the designated time frame. Errors or incomplete data that exceeds the normal range of error will be corrected or followed-up by district staff. Support in excess of 100 hours will be billed at \$50 per hour.

Direct Assistance will be provided to each charter school by all departments within the School District of Osceola County upon request. This includes trouble-shooting, problem solving, etc.

Employment Issues – Human Resources & Employee Relations Department

The Human Resources Department will provide access to information regarding applicants for positions. Human Resources will assist with information on how to obtain fingerprinting and background checks of charter school employees. Assistance in processing certification applications and renewals will be provided. Employees of the charter school must comply with established procedures and requirements for certification including appropriate fees.

Exceptional Student Education – Exceptional Student Education Department

ESE staff members are available to participate at decision-making meetings regarding charter school students. ESE consultative services will be provided for procedural/instructional issues.

Expenditure Reports, Funds Distribution/Adjustments – Business & Fiscal Services Department

Payment of funds, due to the charter school, will be processed by the district. Verification of FTE enrollment and adjustments of funding from the district to the charter school, including service charges, will be conducted by the Finance Department based on records forwarded to the charter contact. The Finance Department will retain all related documentation.

FTE – Business & Fiscal Services Department

Administration of FTE reported/earned will be provided by the district. Results will be conveyed to the charter school following each FTE survey period. Any corrections required must be completed by date established by the Florida Department of Education each year by the charter school. FTE projections may not exceed enrollment caps per charter school contract. FTE reporting verification will be conducted by district staff after each FTE count.

Food Service – School Nutrition Services Department

A separate contract for food services for charter schools is required. Factors such as, the size of the school and current Federal and State Regulations will be considered when determining the service provided and the fee charged.

Grant Administration – Business & Fiscal Services Department

Charter schools will be billed for the indirect cost rate approved for federal grants monthly. The current rate is applied to all expenditures except capital expenditures.

Insurance and Risk Management – Risk and Benefits Management Department

Insurance oversight required for operation of a charter school in Florida will be provided by the Risk Management Department to the charter school. Administrative services will be provided to ensure that school board employees working for charter schools maintain health benefits; review the charter school insurance programs and policies to verify compliance; verify compliance to regulatory requirements and insurance provisions regarding transportation; and review lease agreements for compliance with applicable codes.

Oasis School Volunteer Program – Oasis Department

The OASIS Volunteer program offers training to the School Volunteer Coordinator, and will provide daily support for school personnel in recruiting and utilizing volunteers. OASIS will assist with new volunteer orientations held at the school campus, and will provide volunteer handbooks for these orientations. OASIS will include and assist the Charter Schools in the various volunteer recognition programs offered through FLDOE. The OASIS Volunteer Program keeps records of volunteer donated hours for the School District and for the Florida Department of Education.

The district's Partners in Education Program brings an opportunity for the business community to make a positive difference in education through employee volunteerism, sponsorships, food donations, incentives, or in any other way that a school and business agree will help students or the school be successful. Over 500 quality partnerships exist at the present time. Each month, a business partner/school meeting is held at different locations throughout the county to bring interested businesses and school representatives together with the purpose of forming new win-win partnerships and to work on projects that benefit the students in Osceola County. Charter schools are welcome to attend these meetings. The OASIS Department also offers training to the Business Partner Coordinator at all charter schools.

Policy and Operations Oversight –School Board and Superintendent. This service will be provided to all charter schools.

Professional Development and New Teacher Programs – Professional Development Department

Workshops provided at the District level will be open to employees of the charter schools on a space available basis unless noted otherwise in the description. Workshops are identified with the phrase “Charter Employees Welcomed” in the description. The cost of materials for the workshops must be paid by the charter school. Oversight and support for new teachers in the Preparing New Educators’ Program will be provided to charter school employees provided the principal of the charter school requests the service.

Eligible classroom assistants may access in-service training opportunities on a space available basis.

In-service records shall be provided via MyPGS. Transfer records will be prepared only based upon the record as it is maintained by the Professional Development system. All in-service activities must be submitted 10 days in advance to Professional Development for approval for points to be awarded.

Student Assessment – Research, Evaluation, and Accountability Department

The district will provide the same level of support and assistance services to the charter schools as it provides to District schools. Charter schools will be responsible for ensuring all students are completing state assessments on the appropriate platforms as indicated by the state and/or assessment provider. It will be the charter school’s responsibility to retrieve students’ results through the system designated by the state and/or assessment provider.

Transportation – Transportation Department

A separate contract for transportation services for charter schools is required.

Student Services – Student Services Department/Psychological Services

Psycho-educational evaluations for students and participation in staffing to review results will be provided by the district through Student Services. Student Services will also process referrals for psychoeducational evaluations and conduct phone consultations regarding procedures and/or specific cases related to evaluations and Section 504. Section 504 trainings will be offered to all charter school 504 Designees and administrators.

Section B

Additional Services for Purchase by Charter Schools

Charter schools may purchase the services identified in this document from the School District of Osceola County, Florida, upon written request to the district's charter school contact person. The request should specify the outcome product and required completion date. In the event the District can accommodate the request for services in the required timeframe, the District will forward a written response indicating the name(s) of the individual(s) to be involved in the project, an estimate of the number of hours required and the estimated total cost. Upon the receipt by the District from the charter school of written consent to the estimated cost, the District will commence performing the requested service. Charges pursuant to contracts between the charter school and the District, or purchase requisitions, warehouse requisitions, or maintenance work orders entered into the District's finance system by charter school personnel or by District, personnel on behalf of the charter school are not subject to the written estimate/consent procedure. Upon delivery of the service, the charter school will be charged for the service. Charges will be by means of automatic deductions from the end of month FEFP distribution from the District to the charter holder. An itemized report of the charges will accompany the distribution payment. Credits or adjustments will be handled in a similar manner by adjustments to the next month's FEFP distribution.

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Curriculum and Instruction Department

Contact: Assistant Superintendent for Elementary Curriculum and Instruction

Telephone: 407-870-4849

Contact: Assistant Superintendent for Middle School Curriculum and Instruction

Telephone: 407-870-1485

Contact: Assistant Superintendent for High School Curriculum and Instruction

Telephone: 407-870-4901

Charter school staff members are welcome to attend in-service training sessions offered on a space available basis. Charter schools will be responsible for the costs of materials (workbooks, books, materials, software, printing, etc.) used in the session, but will not be charged for instructional services. **The “Request for Workshop Materials and/or Instructional Services” form will need to be approved by the charter school administration in advance of the training session to ensure that the additional materials have been ordered and approved for payment.** Charter schools will be invoiced for materials requested. If materials are ordered and the teachers choose not to attend the session requested, the charter school will receive the materials and remain responsible for the cost of the materials requested.

The Curriculum and Instruction Department will not pay for the cost of substitutes needed when charter school teachers attend in-service opportunities.

If a charter school would like to have one of the listed trainings offered specifically for its teachers, the training will be arranged at cost. This cost will include both instructional and material costs. The instructional fees charged will be based on the hourly rate for the instructor. Preparation time will be added to the actual time allowed for the workshop. The cost of materials will be based on the cost for the duplication of the materials from the print shop and/or the cost of the materials purchased for the workshop based on the number of participants. The “Request for Workshop Materials and/or Instructional Services” form will need to be completed by the charter school administration in advance of the training session to insure the approval of instructional and material costs.

If a charter school is included in a grant written by the Grant Management Department, all budget and in-service items included in the grant will be charged to the grant. Additional requests will be charged following the guidelines using the “Request for Workshop Materials and/or Instructional Services” form.

All training sessions are listed on the Professional Development Department MyPGS site. Access to the MyPGS site is handled through the Information Services Department and is the responsibility of the employee/charter school.

Request for Workshop Materials and/or Instructional Services

Attention Charter School Administrator: This is to inform you that a teacher (or teachers) from your facility has registered for an in-service training session with Curriculum and Instruction Department of the School District of Osceola County.

In-service Title: _____

Teacher Name(s): _____

Date and Time: _____

Materials used in the Session: _____

Cost of Materials: _____

Number of teachers _____ Cost of materials _____ =Total charge _____

Cost of Instructional Services: _____

(There is no charge for instructional services for district MyPGS offerings.)

Prepared by: _____ Date: _____

I approve the above expenditures and realize that the total amount due will be deducted from my school's bi-monthly disbursement from the School District of Osceola County. I also realize that should the teachers not attend the session after the materials have been purchased, the charter school will receive the materials and remain responsible for the cost of the additional materials ordered.

Administrator's Signature _____ Date: _____

Charter School: _____

Please FAX this form immediately to the Curriculum and Instructional Services Department 407-870-4845.

Accounting Department Use Only

YEAR	FND	CNTR	PROJECT	FUND	OBJT	PRG	\$	AMOUNT

Exceptional Student Education

Contact: Director of Exceptional Student Education

Telephone: 407-343-8700

Charter schools are provided *free of charge* by the Department of Exceptional Student Education and IDEA Grant funds the following:

- Resource Compliance Specialist Services
- Access to all training offered by the district ESE staff or FDLRS/Action Associate
- Center (Florida Diagnostic Learning Resource System)
- Forms needed to staff/place students into an ESE program
- Training/programs/follow-up on computerized IEP's
- Computers and printers consistent with other ESE classrooms in the district
- Specific IDEA/compliance training to Charter school teachers
- Equipment needed by a specific student can be provided through the IDEA funds upon recommendation of the Assistive Technology Team

Charter schools are responsible for providing any related services to students according to the Individual Education Plan (IEP). Services such as Occupational Therapy and/or Physical Therapy need to be contracted with private agencies to obtain qualified therapists. Speech/Language therapists must also be contracted or hired by the charter school. The district will not provide these services.

Charter schools are expected to provide all services and programs listed on the Individual Education Plan at the time of enrollment.

Instructional Technology Training Services

Contact: Director of Media and Technology

Telephone: 407-870-4669

Charter schools are welcome to attend training events, seminars, and workshops at the Media and Instructional Technology Department (MITD). Three types of training events are provided:

1. Workshops sponsored (paid for) by specific schools or departments:
 - a. Sponsor's staff would be given priority to enroll
 - b. Charter school staff would pay for their prorated share of the true cost of providing the training. For example, the cost could range from \$15.76 - \$35.00 per hour for 8-12 participants. The cost of training for charter school employees would be determined by the cost of the instructor per hour, the type of training, number of participants, and materials. The cost of materials would be based on duplication of the materials from the print shop and/or the cost of the materials to Instructional Technology. When calculating the hourly rate for the instructor, prep time needs to be added to the time allowed for the workshop.
2. Workshops sponsored by a charter school or schools:
 - a. The cost to provide training specifically for a charter school would be based on the true cost to the school system regardless of the number of charter staff members attending.
 - b. Costs would include the trainer's time (including prep time), printing costs for instructional materials, and any additional items, which Instructional Media must purchase.
3. Workshops sponsored at the MITD:
 - a. Workshops sponsored at the MITD are provided at no charge to district schools. Charter schools would be welcome to participate at no cost on a space available.
 - b. Charter school staff will need to sign up for workshops on the MyPGS system.

Media Services

Contact: The Education Foundation of Osceola County

Telephone: 407-870-4855

Website: www.foundationosceola.org

A service provided by the Education Foundation, the Design & Go Studio offer access to die cuts and at-cost lamination. Visit the studio to prepare student projects, classroom bulletin boards, fundraising posters, and more! The Studio is open to ANYONE!

Please call us for pricing information: 407-348-2370

Payment:

- Cash or check (made payable to the Education Foundation) is our preferred method of payment
- Credit cards may be used for project costs greater than \$20.00. Anything less than \$20.00 must be paid by cash or check.
- We accept VISA, MasterCard, and Discover. (NO AMEX)

Self-Services Include:

- Laminate posters and flyers at just .75 a foot
- Choose from over 500 Die Cuts, including Alphabet Letters. A \$1.00 service fee is requested. [Click here for a list of dies available.](#)
- Create one-of-a-kind posters. We can print them for you in 11"x17", 18"x 24", and 24"x36", in black and white or full color

The Design & GO Studio - Located off New Beginnings Road next to the School District Transportation Building across from the Osceola County Jail.



Multicultural Education Services

Contact: Executive Director for Multicultural Curriculum, Instruction, and Compliance

Telephone: 407-870-4848

ESOL Services

- Testing, including administration, scoring, and placement in program - \$30.00/hour, per student
 - IDEA Oral Proficiency Test (IPT)
 - IDEA: Online Language Proficiency Assessments: Reading and Writing
 - Other testing agreed upon for both parties
- Professional Development provided after work hours – hourly rate for the instructor

Charter school staff members are welcome to attend in-service training sessions offered on a space available basis. Charter schools will be responsible for the costs of materials (workbooks, books, materials, software, printing, etc.) used in the session, but will not be charged for instructional services. **The “Request for Workshop Materials and/or Instructional Services” form will need to be approved by the charter school administration in advance of the training session to ensure that the additional materials have been ordered and approved for payment.** Charter schools will be invoiced for materials requested. If materials are ordered and the teachers choose not to attend the session requested, the charter school will receive the materials and remain responsible for the cost of the materials requested.

The Multicultural Education Department will not pay for the cost of substitutes needed when charter school teachers attend in-service opportunities.

If a charter school would like to have one of the listed trainings offered specifically for its teachers, the training will be arranged at cost. This cost will include both instructional and material costs. The instructional fees charged will be based on the hourly rate for the instructor. Preparation time will be added to the actual time allowed for the workshop. The cost of materials will be based on the cost for the duplication of the materials from the print shop and/or the cost of the materials purchased for the workshop based on the number of participants. The “Request for Workshop Materials and/or Instructional Services” form will need to be completed by the charter school administration in advance of the training session to insure the approval of instructional and material costs.

If a charter school is included in a grant written by the Grant Management Department, all budget and in-service items included in the grant will be charged to the grant. Additional requests will be charged following the guidelines using the “Request for Workshop Materials and/or Instructional Services” form.

All training sessions are listed on the Professional Development Department MyPGS site. Access to the MyPGS site is handled through the Information Services Department and is the responsibility of the employee/charter school.

Oasis

Contact: Oasis Volunteer Specialist

Telephone: 407-870-4080

Oasis School Volunteer Program

Student safety is the #1 priority for our students. The OASIS department performs extensive local and nationwide criminal history background checks on all volunteers. This is managed through a computer-based program called School Check In. Charter schools who wish to have OASIS background check their school volunteers will be required to pay the cost to run each volunteer (\$4.50/person) and purchase an 'Enterprise' license and a volunteer log-in kiosk/driver's license scanner if needed from School Check In.

Printing Services

Contact: Printing and Graphics Specialist

Telephone: 407-870-4662

Web site:

[http://www.osceolaschools.net/departments/media and instructional technology /print shop/](http://www.osceolaschools.net/departments/media_and_instructional_technology/print_shop/)

Print services are available to charter schools upon availability. Orders are submitted through the online ordering system, *Print Shop Pro*.

Orders in the Print Shop are done on a ten-working day timeline. Charter schools will be charged a 17% handling charge according to the latest pricing schedule available on the Print Shop web site. Prices are subject to change due to the market price of paper and supplies.

Contact the Records Department for rules regarding form orders.

Special Programs Services

Contact: Director of Special Programs

Telephone: 407-870-4934

Special Programs Services

- Title I (Improving the Academic Achievement of the Disadvantaged)
- Title II (Teacher/Principal Training, Teacher Recruiting/Retention)
- Title V/ Charter School Program (Planning, Program Design and Implementation)
- Title IX (Homeless Education)

Title I Part A Improving the Academic Achievement of the Disadvantaged

Under Title I, schools are allocated per pupil amount times the number of children at their school, between the ages of 5-17, that qualify for free and reduced lunch. Charter schools receiving Title I funding are required to complete and submit evidence of compliance. Checklist and timeline of compliance is provided from the Special Programs Department. Documentation of compliance is to be submitted via SharePoint.

Title II Part A Teacher and Principal Training and Recruitment Fund

Title II, Part a Teacher and Principal Training and Recruitment Fund requires that each charter school notify the School District of Osceola County of its intent to participate. Charter schools participating in Title II, Part A services may choose to participate in (1) district provided Title II events for the current year, or (2) submit a professional development plan to access Title II, Part A allocation funds. Charter schools participating in the district provided Title II PD will see courses identified as “Charter School Employees Welcome” in MyPGS. Choice selection is made each year at the start of the school year. For information on Title II, Part A professional development choices, please contact the Director of **Special Programs**.

Professional Development

Contact: Director of Professional Development

Telephone: 407-518-2940

Charter school staff may access Professional Development Programs through the Professional Development MyPGS website. Seating is first come first serve for all participants regards of District or Charter employment status (except as noted in individual description). Charter schools will be responsible for material costs (workbooks, books, planners, software, etc.), but will not be charged for instructional services. If a charter school would like to have one of the listed trainings offered specifically for its teachers, they will be arranged at cost (this cost will include both instructional and material costs).

All training offerings are listed on the Professional Development MyPGS system. The Professional Development calendar is a collaborative effort of the departments that offer training District-wide. Access to the Professional Development site is handled through the Information Services Department and is the responsibility of the employee/charter school.

The District will maintain at no cost to charter schools' in-service records of charter school employees of all approved workshops through the Professional Development system. Transfer records will be provided at no cost to charter employees documenting in-service training recorded through the Professional Development system. For out of district training, charter school employees are responsible for submitting their requests using the External PD tab in the MyPGS system. External PD requests should be made a minimum of 10 days prior to the training date. Out of State External PD request should be submitted at least 30 days prior.

MyPGS Access: District Professional Development Access
For MyPGS access for Charter School employees – see page 30

Preparing New Educators Program

The two-year Preparing New Educator Program is focused on developing effective teaching strategies and practices during the first two years of teaching. This hands-on program will assist both experienced and inexperienced educators with coaching, feedback, and training. It includes:

- Formative Observations
- Professional Development Plan
- Documentation of Accomplished Practices
- Focus Groups
- Workshops (Child Abuse, Ethics, Performance Standards, the Effective Teacher, Suicide Prevention and Alcohol and Drug Abuse) *
- Other Supporting Documentation

Program materials will be provided at no cost to new Charter school teachers.

*Charter schools may elect to schedule these workshops at their work sites for their teachers. Professional Development will arrange to provide them at cost (instructor and materials).

School Leadership, Training and Development

School Leadership, Training and Development Management/Leadership training is available on a space-available basis. Charter schools will be responsible for material costs, but will not be charged for instructional services. Because administrators of charter schools are not employees of the District, they are ineligible for participation in the Preparing New Principals (Principal Certification) program. For information, please contact the Senior Manager of School Leadership, Training, and Development at 407-518-2940.

Student Assessment

Contact – Director of Research, Evaluation and Accountability Department

Telephone: 407-870-4056

Charter schools are required to participate in all state assessment programs as appropriate to their populations and follow district and state policies regarding test administration procedures and security. Charter schools are responsible for the procurement of facilities and necessary computers and hardware required for testing.

Required for All Schools

- Florida Kindergarten Readiness Screener (FLKRS)
- Florida Standard Assessment (FSA)
 - ELA, Grades 3-10 & ELA Grade 10 Retakes
 - Math, Grades 3-8
- Florida Standard Assessment (FSA) End of Course Exams (EOC) Exams
 - Algebra 1 End-of Course
 - Geometry End-of Course
- Next Generation Sunshine State Standards (NGSSS) End-of-Course (EOC) Exams
 - Biology End-of Course
 - US History End-of-Course
 - Civics End-of-Course
- Florida Statewide Science Assessment – Science, Grades 5 & 8
- Florida Standards Alternate Assessment for Student with Severe Cognitive Disabilities
 - (FSAA) Datafolio – Grades 3 – 12
 - (FSAA) Performance Task – Grades 3 - 12
- ACCESS/Alternate ACCESS for ELLs Assessment – Grades K-12

Required for Select Schools

- International Computer and Information Literacy Study (ICILS) - Random
- National Assessment in Educational Progress (NAEP) - Random
- Trends in International Mathematics and Science Study (TIMMS) - Random

Other Optional Assessments

- Postsecondary Education Readiness Test, Grades 9-12 (PERT)
- Standard 10 (SAT-10) – Reading, Grade 3 only
- College Board Assessments

Postsecondary Education Readiness Test, Grades 9-12 (PERT)

This test will be administered and scored online (except for 504/IEP students needing paper and pencil). The cost for the online test is \$0.94 per subject. The cost for the paper and pencil test is \$0.94 per subject.

Testing costs include the following:

- All materials involved in the administration of the test, licensing, fees, scoring costs, and basic reports. Basic reports include Individual Score Reports and Score Rosters.

Stanford 10 (SAT-10) – Reading, Grade 3 only

This test will be administered and scored online (except for 504/IEP students needing paper and pencil). The cost for the online test is \$7.95. The cost for the paper and pencil test for Form “A” Mixed/Mode Scoring is \$8.75 and the 1 Form “D” is \$18.77.

Testing costs include the following:

- All materials involved in the administration of the test, licensing, fees, scoring costs, and basic reports. Basic reports include the Master List of Test Results by School and Teacher, Student Profile and Student Report.

College Board Assessments

Schools may contact College Board directly if they elect to administer the following assessments. All fees and policies associated with the administration of these tests are set by College Board.

- PSAT 8/9 – Grades 8 & 9
- PSAT/NMSQT – Grades 9-11
 - Grade 10 – State Funded
- SAT School Day – Grades 11 & 12
- Advanced Placement Exams – Grades 9-12

Student Services

Contact: Director of Student Services

Telephone: 407-870-4897

The cost of service is dependent on the District receiving Federal subsidies, please consult with the District to obtain the rate that will be charged for the current school year.

Social Work Services

The time billed for Social Work Services will be at a rate of \$35.00 per hour plus mileage. These services may include assisting families in identifying and utilizing community resources and services, providing casework services to students who have problems adjusting to school, consulting with school personnel and/or parents regarding classroom behavior, school policies, and procedures affecting student performance, and crisis intervention.

Mediation and Investigation Services

Estimated time for completion of services varies from case to case and is requested of the Director of Student Services by charter school administration. School Relations Specialist services will be billed at the rate of \$31.00 per hour plus mileage.

Juvenile Justice Court Liaison Officer

When a student is charged with a felony by law enforcement, notification will be provided to the charter school via the Department of Student Services and the Judicial Liaison. In addition, a charter school may request investigation into the circumstances of the charges, the outcome, and disposition of those charges by the Judicial Liaison. Typically, the Judicial Liaison attends all arraignments, trials, and dispositions of the court for students who have been charged with a felony. In addition, the Judicial Liaison can, at the request of the charter school, provide either a written report or a face-to-face feedback conference regarding those students who are currently in the Juvenile Justice System and who are enrolled at the charter school. Judicial Liaison Services will be billed at the rate of \$24.00 per hour including court time and mileage when applicable.

RN/LPN/Health Care Assistant for School Health Services

All charter schools may plan to include appropriate health services, including compliance with the requirements for physicals, vaccinations, follow-up, and screenings as needed (F.S. 385.0056); or, charter schools may elect to purchase the services of a Registered Nurse (RN), or a Health Care Assistant/Nurse from the School District of Osceola County, Florida. The level of service will be determined by the enrollment and any special health related circumstances at the charter school.

The cost of such services will be

Full-time RN - 100% of salary plus benefits

Full-time Health Care Assistant/Nurse - 100% of salary plus benefits

Half-time RN - One-half of full-time salary plus benefits

Half-time LPN - One-half of full-time salary plus benefits

Half-time Health Care Assistant - One-half of full-time salary plus benefits

Hourly RN - \$25.00 per hour plus mileage

Attendance and Truancy

A charter school may plan to include appropriate services for the investigation and tracking of attendance and truancy as required under Florida Law. A charter school may wish to purchase the services of a District Attendance Assistant on a full-time, part-time, or hourly rate basis. The cost of such services will be their hourly rate plus mileage.

Additional Administrative Services in pursuing legal action through Children/Families in Need of Services, the Department of Juvenile Justice, or direct legal action taken through a court of competent jurisdiction shall be at a rate of \$36.00 per hour plus mileage when applicable.

Administrative Services are typically provided by the Supervisor of Social Services within the Department of Student Services.

School Psychological Services

- **Part A – Section 504 of the Rehabilitation Act**

The Psychological Services Team will be utilizing a fee schedule for all Section 504 services with the exception of training for Section 504 Designees. This training will be conducted at the beginning of the school year and charter school Designees are eligible and encouraged to attend.

The development of the Section 504 Accommodation Plan will be the charter school's responsibility and the School Psychologist will not be present for this part of the meeting.

When a parent of a charter school student contacts a member of the Psychological Services Team with concerns or complaints regarding Section 504, the parent will be referred to the charter school Section 504 Designee and/or administrator. If the parent indicates that he/she has already spoken with charter school personnel and are not satisfied with the results of that conversation, he/she will be advised to contact the District Section 504 Facilitator(s).

Consultation between the charter school 504 Designee/administrator and the District Section 504 Facilitator(s) via the phone or email will be provided at no cost to the charter school. Exceptions to this include responding to OCR complaints, Due Process complaints, etc. as these cases require a significant amount of work offsite. Onsite visits from a District Section 504 Facilitator as well as offsite assistance with special/legal cases will be charged at the rate of \$40 per hour plus mileage, when appropriate.

As a federally-funded entity, charter schools must comply with all Section 504 requirements. In addition, Due Process procedures apply to all charter school students.

- **Part B – Psychological Services**

School Psychologists will conduct psychoeducational evaluations and provide reports for all students referred for initial evaluations or re-evaluations at no cost to the charter

school. School Psychologists will attend staffing's to review their reports, but will not be available for the development of an IEP or Section 504 Accommodation Plan.

School Psychologists and/or the Supervisor of Psychological Services are available via phone to consult on various issues such as psychoeducational evaluations, reevaluations, staffing and FBA/BIPs for general education and Section 504 students only. Contact the ESE department for assistance with FBA/BIPs for ESE students.

All questions pertaining to the Problem-Solving Team or the MTSS process should be referred to the appropriate Director of Curriculum and Instruction for Early Education, Elementary School, Middle School and/or High School.

Technology Services

Contact: Information Technology Services

Telephone: 407-870-4050

Charter school Wide Area Network Connectivity

Remote Site

Computer Network System Connection – Technology Services Department

Connection to the District's central computer system will be provided. The cost of hookup and data lines is the responsibilities of the Charter school. Access to the student software system is part of the administrative fee and includes operations, backup, and security.

Typically, **no direct network connection** services are provided to Charter schools. If required, you must contact the Technology Services Department for an evaluation and a quote will be provided for the network connection fee.

Facility Process Remote Connection

Remote connection to the School District of Osceola is normally provided by VPN connection to the School District Network. The Charter facility is required to have a service provider. The Principal at the facility must follow the process setup for VPN connection. (See attached document)

VPN only gives access to the School District network. To have access to Terms and/or ESE IEP System Principals are required to file the appropriate document to get permissions for users to access the internal systems.

Direct Assistance

Direct Assistance will be provided to each charter school by all departments within the School District of Osceola County upon request. This includes trouble-shooting, problem solving, etc.

Documents for approval

- FOCUS Access
- Food Services connection
- ESE IEP Access
- ODMS
- TERMS Access
- VPN Access
- ELlevation Access (If purchased by the charter school)

New School startup for Charter School Access

Administrative decision is made to use a new facility. The Administration must notify the four departments – Finance, Human Resources, Information Technology, and Technology Services Department, of the decision to create a new facility. A document should be created stating the

creation of facility. It must contain the name of facility, location of facility and any staff members that will need network connectivity access.

No staff members or network connectivity can be established until Steps 1 thru 4 are completed.

Process:

Step One: (Backend Active Directory)

A container must be created within the Active Directory Structure.

Step Two: (Frontend Process)

Information pertaining to the new Facility must be entered in the Facility Management web page on the Active Directory Management Web site.

Step Three: (FIM Runs)

The next time that the Automated Active Directory Modification Process (**FIM**) runs: Any staff assigned to the new Facility by HR: The Facility number that is entered on the B04 screen (The Primary Job record screen) will determine the facility that staff will be assigned to in AD.

Step Four: (FIM Results)

After the process runs:

- Security groups can be applied to the User AD account.

Step Five: (School District of Osceola -VPN Request Information)

- Upon the completion of Active Directory Infrastructure being created VPN NSA accounts will be generated.

School District of Osceola **Virtual Private Network (VPN)** is a network connection that allows authenticated users to connect to the School District of Osceola (SDOC) infrastructure network, providing access to centralized secure data and access to network resources, databases, websites, etc.

Rules: Users MUST HAVE the following before getting access through a VPN connection.

1. Authenticated Active Directory User Account.
2. Approved VPN Account Application from SDOC Leadership.
 - a. Standard VPN account issued– Principal, Assistant Principal, Bookkeeper, and Data Entry Clerk.
 - b. **All other ESE (IEP) requests will use the NSA login accounts to get their access from VPN** (Note: Having a VPN account does not mean that you have permissions to TERMS or IEP System– you must complete a separate application form for approval to get access to TERMS or IEP Systems. Approval forms are completed by the Principal and submitted to the Director of Charter schools or designated staff from Charter and Choice).

3. Charter school Staff members must have an employee application on file and approved with the School District of Osceola – Human Resources Department.
 - a. Technology Services will have to complete Steps 1 thru 4 before any VPN processing for network access can begin.
4. Charter school Access List to the SDOC network must be maintained and updated by the Charter Leadership and kept current at all times.
5. If an employee is terminated or transfers to another department, all group memberships are stripped from Active Directory including VPN. The end user is responsible to re-apply for permissions to connect to the SDOC network using the process for new account.
6. All VPN Access requests must be placed in the SDOC SharePoint Site for approval.

Who can have a VPN Account?

Principal, Assistant Principal, Bookkeeper, Guidance Counselors, and Data Entry users will have regular user VPN accounts set up with their Active Directory User ID and password.

All other employees will use a Network Service Accounts (NSA). The NSA accounts have been created for Charter schools unique to the school. These accounts should be issued to 2 staff members at a time. Principals are responsible to assign employee users to an NSA account and make management of VPN easier and allow staff to do their IEP reports and student reviews, etc. NSA account will be restricted between the hours of 7:00am to 7:00pm. As well as the connectivity to the TERMS SDOC, network.

Each Charter school will have three Network Service Accounts (NSA), issued to the school. The account is NSA-XXXX-VPN#, 1, 2 or 3. This account will be used for access to the School District Network, but the NSA user will need a user ID for TERMS or ODMS.

Example:

Two staff members need temporary access to the School District Network; both users can use the account NSA-XXXX-VPN# for a logon consecutively.

XXXX – indicated the Facility School 4 Letter Code

VPN# - # should be 1, 2 or 3

How do I get VPN Access?

All applications for Charter VPN connections MUST be submitted by the Principal at the Charter school. Application requests are made thru the Executive Director of Charter and Choice Department. The Executive Director of Charter and Choice Department will approve the Principals requests and submit the authorizations request through the SDOC SharePoint VPN Request website. Only the Executive Director of Charter and Choice Department will have access to this website for requesting VPN Access.

1. Applications must include detail justification reasons why the user is requesting access to the SDOC Network. Be detailed in the request stating what applications you need to access to and times that you need access to the network.

2. Approval will come from Chief Information Officer of Technology and the Director of Technology Department. All applications will be made through the SDOC SharePoint website system for tracking purposes.
3. Upon approval, the Help Desk will activate the VPN account and notify the end user. You will receive an email confirmation from the Information Technology Help Desk.
4. Failure to follow this process will cause confusion and will delay your request since it is automated by the approval process.

Note: At the end of each fiscal year on June 30th ALL VPN access will be terminated. Users must re-apply for access every year.

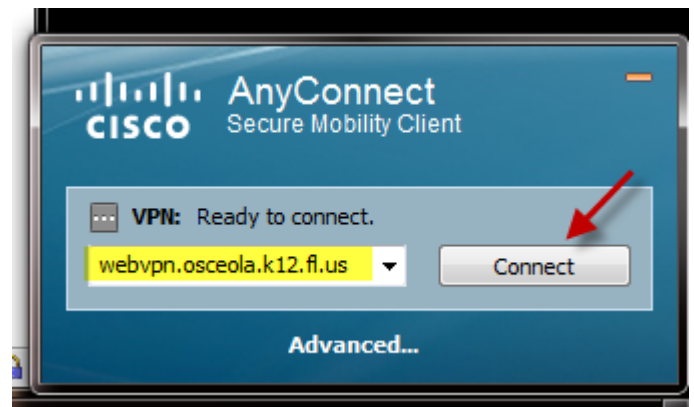
VPN Accounts & Charter Schools

To access the SDOC Network through VPN requires special VPN Client software. Once the user has been approved for VPN access, the District Help Desk will email instructions and the installer for the software. No VPN access will work without this client.

How to connect to the Network through VPN

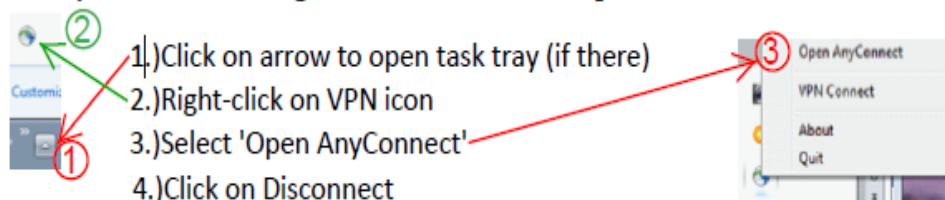
Launch the Cisco AnyConnect Client using the address webvpn.osceola.k12.fl.us

Type in the either your user ID and password or use the NSA ID and password given to you by the principal. Remember to follow all rules and regulations under the School District Security Policy and Procedures. It is a violation to share any account and/or misuse your account for any business other than school business.



User is now connected to the SDOC Network and will be able to access TERMS & ODMS.

Upon successful completion of connection, to disconnect you will need to access VPN connection from the System task tray in the bottom right corner of the Desktop screen to terminate the connection.



Facility Process for Charter School FOCUS/Student Access

For FOCUS access to be granted for any charter school employees the following information must be emailed to the Executive Director of Charter Schools and Educational Choices Department, Dr. Sonia Vazquez – Sonia.Vazquez@osceolaschools.net

First and Last Name
District Employee I.D.
FL DOE Job Code
Position Title
School Email Address

All action forms must be sent to Rosa Cuevas in Certification/Human Resources prior to requesting FOCUS access.

Instructions for Charter Schools for MyPGS (Professional Development Access) - District Information Systems (rev. 07/12/18)

These instructions are the responsibility of the Charter School Principal, Director, or Administrator. Accessing the [FLDOE SSO](#) or FOCUS requires each user to have an Active Directory (AD) account assigned by the Osceola County School District. MyPGS uses a separate email and password.

Note: All communication between you and the Charter Schools and Educational Choices Department, Human Resources, Information Services and Technology Services Department for the instructions below must be done using your district issued Outlook Email account due to the confidential nature of the information to be transmitted.

1. Request a roster from Information Services to verify staff members currently attached to your school in District HR System TERMS. **Human Resources Action Forms are required for all employees.**
2. Complete all the required information (highlighted in the sample below)
 - Accounts can only be processed with valid ID issued by the district
 - FLDOE Job Codes can be found on Page 6 from the link: <http://www.fl DOE.org/core/fileparse.php/7728/urlt/0100566-sfappende.pdf>
 - Use “Y” in the Active Y/N column to indicate who is currently at your school and “N” for separations.
3. Email completed information to contacts at Charter Schools and Educational Choices Department.
 - Indicate by highlighting rows, if you’d like to do a batch reset of passwords for all new teachers/staff. With this option you will receive a password protected file that includes user name and one time use passwords for those teachers you highlight for bulk employees listed on the spreadsheet. For individual employees (new or already employee) the individual employee will receive an automated email from MyPGS to sign in and reset their password.
 - Bulk employees for new or password reset file is sent password protected. You will need to call or email Brandy DiLeonardo in the Charter Schools and Educational Choices Department or the District Help Desk at 407-870-4037, to obtain the password to open the file.
4. For security reasons users should be highly encouraged to register for self-service first, then reset their password expeditiously after receiving their one-time use password from their Principal, Director or Administrator. Register: <https://register.osceola.k12.fl.us/default.aspx>
Reset: <https://reset.osceola.k12.fl.us/default.aspx>
5. Staff sign in to FOCUS (<https://osceola.focusschoolsoftware.com/focus>)

6. *NOTE* - A separate e-mail will be sent to each staff member for the MyPGS password. The password for MyPGS is no longer associated with Active Directory. Please see the MyPGS Charter School Access document for further information.
7. Staff sign in to MyPGS (<https://osceola.truenorthlogic.com/ia/adminLogin.jsp>)

HREmpID	Last-name	First Name	Middle Name	FLDOE Job Code	Email	Username	AD Enabled	Active Y/N	Reset AD/FOCUS Password?	Reset MyPGS Password?

Using this format, you are able to submit new teachers/staff or any status changes to the staff on your school. Please send completed information to the Charter School and Educational Choices Department. **The Charter Schools and Educational Choices Department staff will work with Human Resources, Information Services and Technical Services to complete any new employee account access and/or password resets.**

Charter Schools and Educational Choices Department

- o Dr. Sonia Vazquez: Sonia.Vazquez@osceolaschools.net
- o Brandy DiLeonardo: Brandy.DiLeonardo@osceolaschools.net

(The Charter Schools and Educational Choices Department communicates with the following department to ensure FOCUS, District Outlook Email (for principals and assistant principals only) and MyPGS Access for Charter employees:

Human Resources Department

- o Heather Day : Heather.Day@osceolaschools.net
- o Rosa Cuevas : Rosa.Cuevas@osceolaschools.net

The Information Services / Student Information System

- o Peter Thorne: Peter.Thorne@osceolaschools.net
- o Gayle Cape: Gayle.Cape@osceolaschools.net
- o Data Quality Analyst assigned to your school (call Gayle Cape or Brandy DiLeonardo for your school’s Data Quality Analyst contact information)
- o Help Desk helpdesk@osceola.k12.fl.us / 407-870-4047

Technical Services

- o Cathy Hiers: Cathy.Hiers@osceolaschools.net
- o David Longstreth: David.Longstreth@osceolaschools.net
- o Chantal LaRosa: Chantal.Larose@osceolaschools.net

The principal will be notified once the request has been completed. The principal will be responsible for also notifying their school staff of their AD/FOCUS and MyPGS account access. MyPGS email (link) is only valid for twenty-four (24) hours.

You will be receiving an email similar to the one below. If the email is not showing on your inbox, verify that the correct email is on record with the District first or check your Junk Mail folder and settings. If you do not receive an e-mail, please contact your administrator to ensure our proper e-mail was forwarded to the district.

From: noreply@osceola.k12.fl.us
Date: July 20, 2017 at 8:45:40 AM EDT
To: [your](#) email on record
Subject: System User Information
Reply-To: noreply@osceola.k12.fl.us

Dear YOUR NAME:

Here's your password reset link - click the link to log in and reset your password:

<https://osceola.truenorthlogic.com/U/P/Channel/-/Guest/ResetPassword?key=x43ed9fg-b83c-4348-b31b-35cabf88b5xy>

After resetting your password you can log in anytime at <https://osceola.truenorthlogic.com>. Please contact support if you have issues setting your password or logging in.

We are sending you this link because you answered your security question or because an administrator requested that it be sent. If you didn't ask for your credentials to be sent and think this activity is suspicious, please contact your support department.

|

The password reset link will take you to this page to setup a new password.

The screenshot shows a web browser window with the following elements:

- Address bar: <https://osceola.truenorthlogic.com/U/P/Channel/-/Guest/ResetPassword?key=>
- Browser tabs: Performance Matters
- Navigation bar: Feeds (J), Read mail, Print, Page, Safety, Tools, Help, Send to OneNote, Skype for Business Click to Call, OneNote Linked No
- Form title: **Reset Password**
- Form fields:
 - New Password * (with an information icon)
 - Confirm New Password *
- Form button: **Change Password**
- Footer: POWERED BY **performance matters** logo, © Performance Matters 2000-2017

After you have reset your password, wait 15 minutes, then use this link to login to MyPGS and access Professional Development:

<https://osceola.truenorthlogic.com/ia/adminLogin.jsp>

Facility Process for Charter School IEP Access

The Portal for Exceptional Education Resources (PEER) is the IEP system used by the district. Access to PEER for administrators and ESE teachers, will only be granted after a user completes a district sponsored PEER professional development session. Such sessions are held periodically each year with district staff and can be found on MyPGS. After successful completion of the PEER training, the PEER facilitator will submit the attendee name to district Network Specialist, who will authorize access. Once a user has been trained, and obtained access to PEER, the RCS assigned to your school can provide ongoing professional development and technical assistance.

PEER can be accessed through the FLDOE's Single Sign-On portal (<https://portal.fldoesso.org>). Alternatively, the user can go directly to the PEER platform (<https://peer.fldoe.org>) to login. Your login information is your district Active Directory USERNAME and PASSWORD. All employees, including charter employees, have an active directory account. The district help desk can assist you in gathering this information should you need assistance.

Food Service Connection Charter School Access: Computer Network System Connection – Technology Services Department

To support connection for the District's School Nutrition Services application, a network device shall be installed at the Charter School. This network device is required to establish the secure connection for School Nutrition Services. ALL installation must be performed in coordination between the School District of Osceola Technology Infrastructure Department and School Nutrition Services Department. If required for your school location, you must contact the Information Technology Services Department for an evaluation and a price quote for the appropriate equipment to be installed for the network device. To support the network device, the Charter School must provide a physical connection to the Internet that is outside of their internal network as well as a public IP address, subnet mask and default gateway to assign to the network device.

Purchasing, Property Records and Warehouse

Contact: Executive Director of Contract Services Over Purchasing, Property Records and Warehouse

Telephone: 407-870-4620

Purchasing & Warehouse

- Purchase order generation fee of \$20.00 which covers entering, printing, invoicing, and receiving of orders. This fee will be waived as the charter schools go on the TERMS system for ordering.
- **Warehouse requisitions** - Charter schools may order items from the warehouse for use by the school through the TERMS warehouse requisition system. Shipping equal to 10% of the cost of items ordered must be included on the requisition. Item WSH00001 (shipping) is utilized for this purpose and added in increments of \$.10. Charge account 100.xxxx.1000401.7700.5900.000.0 where “xxxx” is the center number of the charter school. Charges to this account will be deducted from the second FEFP distribution to the Charter school for the month. However, if the items are to be paid for from a grant, they should be charged directly to the grant accounts.
- **Purchase Requisitions** - All purchases from federal grant funds will be by means of purchase requisitions entered in the District’s finance system (TERMS). The Grants Management Department provides training and assistance to charter school personnel in entering requisitions. Requisitions will be charged directly to the appropriate grant expenditure accounts.

Property Records & Courier Services

- **Property Records Field Technicians** – actual hourly rate, portal to portal, for field inspection of property as required by Florida Statutes.
- Courier services to the charter schools will be on a twice a week basis at no charge, with the exception of Four Corners Charter School, Four Corners Middle School and Four Corners High School which will be charged a \$10.00 service fee for each delivery due to the distance involved.



Contract #: _____
Approval Date: _____

The School District of Osceola County, Florida

FOOD SERVICE AGREEMENT FOR (ADD CHARTER SCHOOL NAME).

THIS AGREEMENT is made and entered into by and between **THE SCHOOL BOARD OF OSCEOLA COUNTY, FLORIDA** (hereinafter referred to as the "BOARD"), a body corporate and political subdivision of the State of Florida, whose principal place of business is 817 Bill Beck Boulevard, Kissimmee, Florida 34744-4495 and _____ (hereinafter referred to as "SCHOOL"), located at _____.

WHEREAS, the SCHOOL has been granted a contract by the BOARD to operate a charter school in Osceola County, Florida pursuant to Section 1002.33, Florida Statutes; and

WHEREAS, the charter school contract provides that the SCHOOL may contract with the BOARD for additional services beyond those provided under the charter school contract; and

WHEREAS, the SCHOOL is desirous of obtaining food services from the BOARD and the BOARD is willing to provide such services.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 – RECITALS

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

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Effective Date.** The effective date of this Agreement shall be the day upon which it becomes fully executed by all parties hereto (the "Effective Date").

2.02 **Term of Contract.** The term of this Agreement shall be from the date last signed until _____, unless terminated as provided herein, or extended by supplement to this Agreement.

2.03 **Program Participation.** The BOARD will include the SCHOOL in the Agreement existing between the BOARD and the Florida Department of Agriculture as a public school participating in the National School Lunch Program, the National School Breakfast Program and the After School Snack Program (collectively referred to herein as "Program").

2.04 **Meal Applications.** All applications for students to participate in the Free or Reduced-Price Meal Program are to be completed online via The School District of Osceola County website: www.osceolaschools.net. The SCHOOL's Program Designee will attend a training workshop that will be provided by the BOARD concerning procedures for completing applications.

2.05 **Meals Provided.** The BOARD will provide the SCHOOL meals that meet the meal pattern requirements for the Program as to components and portion sizes as specified in federal guidelines. The BOARD will deliver the meals to the SCHOOL in a timely manner. The BOARD agrees to provide meals on days coinciding with the pupil days on the BOARD's current school calendar. The SCHOOL will give the BOARD at least one calendar week notice if meals will not be needed. School Nutrition Services must have a key to enter the kitchen/serving area and access to restroom facilities at all times during the work day.

2.06 **Students Without Lunch Money and Pre-K Students.** The BOARD will offer a child without lunch money a meal substitute. The meal substitute will consist of a cheese sandwich, a fruit, a vegetable, and a carton of milk. If a child does not have his/her lunch money three or more times within a month, the SCHOOL will investigate the situation and work with the BOARD to resolve the problem. Pre-K students not enrolled as students of Osceola District schools are not eligible to apply for Free & Reduced price meal benefits. The Board will provide meals to these students at the rate of \$3.50.

2.07 **Meals Rates.** The SCHOOL shall charge the following rates, based upon BOARD approved district-wide prices, for the meals provided under the Program:

Breakfast: \$0.00 per meal; \$0.00 reduced price meal; \$1.75 per meal (adult);
Lunch: \$2.40 per meal (student); \$3.50 per meal (adult);

2.08 **Delivery Rates.** The BOARD may charge the SCHOOL the following delivery rates for meals delivered in a BOARD vehicle: **\$0.25 per lunch, not to exceed \$800.00 per month.**

2.09 **Point of Service Procedures.** Computer network and Wi-Fi requirements necessary to operate the School Nutrition Services department accountability software and hardware will be provided by the SCHOOL prior to the commencement of meal service. A SCHOOL contracting with the BOARD for meal service at the beginning of a school year (August) must have all connections in place by July 1. **If the SCHOOL does not have this technology in place by July 1 (before school starts) School Nutrition Services will not provide meal service until this technology is in place.** All connections and computer requirements will be determined by the BOARD. The SCHOOL will comply with all procedures required under the Program to ensure accuracy at the point of service. The SCHOOL will comply with all federal, state and local rules and procedures pertaining to the administration of the Program.

2.10 **Meal Reports.** In the case of less than 100 lunches being served daily, the SCHOOL may be required to collect and track student and adult payments for meals. The BOARD shall collect and track student and adult payments for meals where 100 or more lunches are served daily. In all cases, the SCHOOL shall collect and track student payments for snacks provided to the extended day care program. When requested by the BOARD, the SCHOOL will provide a computer according to School Nutrition Services Department specifications, printer and Web Smart software, which will be connected to the School Nutrition Services Department Office through the Internet for collecting any and all information necessary for the BOARD to include the SCHOOL's participation within invoices submitted under Program requirements. The SCHOOL's records regarding the provision of meals, meal payments

and Program participation shall be subject to inspection and audit by the BOARD and its designees upon reasonable advance notice to the SCHOOL.

2.11 **Invoicing.** The SCHOOL shall pay the BOARD for the cost of delivering these meals at the rate specified in paragraph 2.08. The BOARD's School Nutrition Services Department will send an invoice to the SCHOOL each month setting forth the amount payable to the BOARD. The invoice shall be based upon the reports pursuant to paragraph 2.10. The SCHOOL will pay the BOARD the invoiced amount within ten (10) days of receipt of the invoice. The SCHOOL's records regarding meals and the SCHOOL's Program participation shall be open to inspection and audit by the BOARD and its designees upon reasonable advance notice.

2.12 **Meal Revenue.** Revenues generated through the food service program and all reimbursements for meals served shall accrue to the BOARD.

2.13 **Staff and Equipment.** The BOARD will provide staff to deliver and serve meals at sites where the lunch count averages 100 or more per day. If the average daily lunch count is less than 100 per day, the SCHOOL may be required to pick up the meals from a designated BOARD site and be responsible for dispersing and recording meals according to the guidelines established in this contract. In all cases, SCHOOL staff will be responsible for dispersing snacks if provided by the BOARD. Records for the snacks will be maintained by the SCHOOL and reported to the BOARD daily. Equipment for transporting and serving meals will be purchased by the BOARD.

2.14 **Program Monitoring.** The BOARD's School Nutrition Services Department will monitor and observe the SCHOOL's implementation of the Program and will provide technical assistance to the SCHOOL to ensure Program compliance. The SCHOOL will provide a direct Ethernet connection to an ISP and will provide a public IP address that the BOARD can assign on its Adaptive Security Appliance (ASA) at each SCHOOL. A 5Mbps circuit is sufficient bandwidth. The SCHOOL will be responsible for keeping this circuit online and will pay for all charges for the circuit. The BOARD will provide the ASA to create the VPN tunnel. School Nutrition Services will support the configuration on every ASA. _____ *initials*

2.15 **Calculation Errors.** In the event an audit of the Program reveals excess claims for reimbursement for any category of meals under the Program, and monies must be reimbursed to the Program, the parties acknowledge that the party to this Agreement responsible for the excess claims shall repay the difference between the allowable meals and the actual meals claimed.

2.16 **Audits.** With regard to any inspection or audit of records pursuant to this Agreement, each party agrees that the other party and its designee(s) shall have full access to inspect and copy any records reasonably necessary for the conduct of such inspection and audit. Such inspection shall be conducted at the place where such records are usually kept and during normal business hours. The Parties agree that all records maintained concerning the duties, responsibilities and obligations imposed under this Agreement shall be kept in Osceola County, Florida. Each party agrees to provide a reasonable and sufficient workspace for the use of the inspecting or auditing party's personnel during such inspection or audit. Each party agrees to cooperate with the inspecting or auditing party and its designee(s) during the course of an inspection or audit. The costs of any such inspection or audit shall be borne by the party requesting the inspection or audit.

2.17 **Indemnification and Hold Harmless.** The SCHOOL shall defend, indemnify and hold the BOARD, its officers, directors, agents, employees and assigns, harmless from and against any and all

claims, demands, suits, damages, judgments, losses, or expenses of any nature whatsoever, including without limitation, attorneys' fees, arising directly or indirectly from, out of, or during the course of the performance of this Agreement. This hold harmless and indemnification provision shall include a duty to defend the BOARD, and to pay all reasonable attorneys' fees and expenses, including administrative and appeal, incurred by the BOARD in the defense of any matter covered by this provision. This indemnification and hold harmless provision shall survive the expiration or termination of this Agreement.

2.18 **Equipment Repair and Monitoring.** The BOARD shall be responsible for the repair of all BOARD owned equipment. The SCHOOL shall be responsible for monitoring of all refrigeration during non-student days. All food losses incurred by the BOARD because of refrigeration failure shall be the responsibility of the SCHOOL. The SCHOOL will reimburse the BOARD the total cost of all food lost.

2.19 **Wellness Plan.** The SCHOOL agrees to comply with all aspects of the BOARD's Wellness Plan. An employee of the SCHOOL will act as the SCHOOL's representative to the BOARD's wellness meetings, four (4) per school year. The SCHOOL will participate in the annual update of the Wellness Plan.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable. Nothing in this Agreement is intended to be, nor shall be construed as, an extension of liability beyond the statutory limitations of liability set forth in section 768.28, Florida Statutes.

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

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

3.04 **Termination.** Either party may cancel the Agreement during the term hereof upon thirty (30) days written notice to the other party of its desire to terminate this Agreement.

3.05 **Records.** Each Party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each Party shall be responsible for compliance with any public documents request served upon its pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. **IF THE SCHOOL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SCHOOL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS**

CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, 817 BILL BECK BOULEVARD, KISSIMMEE, FL 34744, PHONE: (407) 870-4600, EMAIL: PUBLICRECORDS@OSCEOLA.K12.FL.US.

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

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

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

3.09 **Governing Laws**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of Osceola County, Florida. By entering into this Agreement, each party hereby expressly waives any rights either party may have to a trial by jury of any civil litigation related to, or arising out of this Agreement.

3.10 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party.

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

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

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

To BOARD: Dr. Debra P. Pace
Superintendent of Schools
The School Board of Osceola County, Florida
817 Bill Beck Boulevard
Kissimmee, Florida 34744-4495

With a Copy to: Rae Hollenbeck
Director of School Nutrition Services
2320 New Beginnings Road
Kissimmee, FL 34744

To SCHOOL: _____, Principal
_____ (school name)

With a Copy to: _____

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

3.15 **Wellness Policy.** Child Nutrition and WIC Reauthorization Act of 2004, Section 204 of Public Law 108-265-Local Wellness Policy, mandates that all District sponsored facilities adopt a Wellness Policy. As a participating school under Osceola District Schools, Florida Department of Agriculture, Food, Nutrition and Wellness Agreement, you must adhere to the dictates of Osceola's Wellness Policy. A copy has been included in this agreement to facilitate compliance.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

**THE SCHOOL BOARD OF
OSCEOLA COUNTY, FLORIDA:**

CONTRACTOR:

By: _____
Kelvin Soto, Chair

By: _____

Print Name: _____

Date Approved: _____

Title: _____

Date: _____

ATTEST (WITNESS): _____

By: _____
Dr. Debra P. Pace, Superintendent

ATTEST (WITNESS):

By: _____

Print Name: _____

Title: _____

YEAR	FND	CNTR	PROJECT	FUNC	OBJT	PRG	S	AMOUNT
								Non-Monetary

Send required insurance certificates to the Purchasing Department.

New Vendors: Send completed Vendor Certification, W-9, and Vendor Information Forms to Accounts Payable Department.

Contractor Contact Name: _____

Email Address: _____

Phone Number: _____

Fax Number: _____

The following notarization is required for every agreement without regard to whether the SCHOOL chose to use a secretary's attestation or Two (2) Witnesses.

**STATE OF FLORIDA
COUNTY OF OSCEOLA**

The foregoing instrument was acknowledged before me this _____ day of _____, 20____
_____, by _____ (name of person) of _____ (name of company), on
behalf of the corporation/agency.

He/She is personally known to me or produced _____ (Type of Identification) as Identification and
did/did not first take an oath.

My Commission Expires:

(SEAL)

Signature – Notary Public

Printed Name of Notary

Notary Commission No.

Directory of District Contact Personnel

Charter Schools and Educational Choices Dr. Sonia Vázquez, Executive Director	(407)870-4847
Business & Fiscal Services Sarah Graber, Chief Business and Finance Officer	(407) 870-4823
Budget Jose Gonzalez, Director	(407) 870-4832
Community Relations Dana Schafer, Public Information Officer	(407) 870-4007
Early Childhood Education Center Mary Ann Rodriguez – Perez, Director	(407) 870-4911
Elementary Curriculum & Instruction Dr. Jane Respass, Assistant Superintendent	(407) 870-4849
Exceptional Student Education Linda Schroder-King, Director	(407) 343-8718
Facilities Services Marc Clinch, Chief Facilities Officer	(407) 343-8658
Finance Lisa Lynch, Director	(407) 870-4832
Finance Mark Ninah, Business Analyst/Accountant	(407) 933-3955
Health and Safety Specialist Maria Hernandez, Coordinator	(407) 870-4902
High School Curriculum & Instruction Dr. Laura Rhinehart, Assistant Superintendent	(407) 870-4901
Human Resources Department John Boyd, Director of Government and Labor Relations	(407) 870-1450
Human Resources & Employee Relations Tammy Otterson, Chief Human Resources Officer	(407) 870-4093

Information and Technology Robert Curran, Chief Information, & Technology Officer	(407) 518-2934
Information Services Peter Thorne, Director	(407) 870-4045
Media and Instructional Technology Scott Clark, Director	(407) 870-4631
Middle School Curriculum & Instruction Michael Allen, Assistant Superintendent	(407) 870-1400
Multicultural Curriculum, Instruction, and Compliance Belinda Reyes, Executive Director	(407) 870-4848
Oasis Robin Davis, Oasis Volunteer Specialist	(407) 870-4080
Print Shop Ted Gocal, Printing & Graphics Specialist	(407) 870-4662
Professional Development Janice Franceschi, Director	(407) 518-2940
Purchasing Property Records & Warehouse Edward Parker, Executive Director	(407) 870-4620
Research, Evaluation & Accountability Janine Jarvis, Director	(407) 870-4056
Technology Services Russell Holmes, Director	(407) 933-9994
School Nutrition Services Rae Hollenbeck, Director of Food Services	(407) 870-4678
School Operations Randy Shuttera, Assistant Superintendent for School Operations	(407)518-2900
Special Programs Leslie Campbell, Director	(407) 870-4934

Student Services
Daryla Bungo, Director

(407) 870-4938